



TOWN AND COUNTRY SANITATION

P.O. BOX 7
BOSCOBEL, WI 53805

OFFICE 608-375-5856 OR 1-800-626-1915
FAX 877-809-6022
kristis@tcsanitation.com

August 26, 2020

Town of Berry
9046 State Road 19
Mazomanie, WI 53560

RE: Bid Proposal

Town and Country Sanitation would like to take this time to say "Thank You" for your business during these unprecedented times. We are thankful for this opportunity to submit a bid proposal for garbage and recycling services.

This would be a five (5) year contract, commencing 1/1/21 through 12/31/25.

OPTION #1 = 95 GALLON TOTER SERVICE

Town and Country Sanitation will make sure each resident has one 95 gallon garbage and one 95 gallon recycle toter for collection. Garbage will be picked up 1 x weekly and Recycles will be picked up on an every other week basis. Rates are based on approximately 516 homes.

	<u>Garbage</u>	<u>Recycle</u>
1/1/21 – 12/31/21	\$9.00/per home per month	\$4.25/per home per month
1/1/22 – 12/31/22	\$9.00/per home per month	\$4.25/per home per month
1/1/23 – 12/31/23	not to exceed a 3% increase	
1/1/24 – 12/31/24	not to exceed a 3% increase	
1/1/25 – 12/31/25	not to exceed a 3% increase	

Additional large items will not be collected "curbside" with this service. Town and Country Sanitation proposes one (1) spring and/or one (1) fall cleanup, for the collection of items not picked on with the weekly collection. The rates to be agreed upon by both parties.

OTPION #2 = BAG SERVICE

Town and Country Sanitation will collect garbage, 1 x weekly, at each household in bags, or customer provided containers, up to 4 bags per week. Recycles will be collected, every other week, from clearly marked recycle containers or clear plastic bags. Rates on based on approximately 516 homes.

	<u>Garbage</u>	<u>Recycle</u>
1/1/21 – 12/31/21	\$9.00/per home per month	\$3.65/per home per month
1/1/22 – 12/31/22	\$9.00/per home per month	\$3.65/per home per month
1/1/23 – 12/31/23	not to exceed a 3% increase	
1/1/24 – 12/31/24	not to exceed a 3% increase	
1/1/25 – 12/31/25	not to exceed a 3% increase	

Large items can be collected for an additional fee paid by the resident. Items must be called in a paid for prior to the pickup.

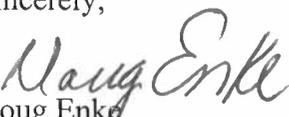
In the event that the State, or the Recycling Markets enact any changes or an increase or decrease in fees that significantly impact service, Town and Country Sanitation will pass on to the City, any additional cost or cost savings resulting from such enactment. This will be done within thirty (30) days of the effective date of changes.

Some of Town and Country's current customers:

Village of Spring Green – 18 years – 608 -588-2335
City of Boscobel – 18 years – 608-375-5001
City of Waukon – 8 years – 563-568-3492
City of Lansing – 11 years – 563-538-4757
Village of Mazomanie – 10 years – 608-795-2100
Village of Black Earth – 10 years – 608-767-2563
Village of Cross Plains – 12 years – 608-798-3241
Township of Springdale – 6 years – 608-437-6230

Please feel free to contact our office if you have any additional questions or concerns.

Sincerely;


Doug Enke
Owner/Operations Manager

ks

We are the BLUE keeping* American GREEN

9046 State Road 19, Mazomanie, WI 53560, 608-767-4152, twberry@chorus.net

Request for Proposals
Residential Garbage/Recycling Collection
for the Town of Berry

Objective of this RFP: To receive proposals for garbage and recyclable collection for the residents of the Town of Berry

Proposals Due: September 4, 2020

Term of Contract: January 1, 2020 – December 31, 2025

Information about the Town of Berry: The Town of Berry is a rural municipality in Dane County. It has a population of 1,146 who live in approximately 516 residences

Refuse Collection: The Contractor shall collect and haul all normal domestic household refuse generated by single-family units, duplex units and farms. Any commercial structure or businesses require their own separate contract with the contractor of their choice.

Recyclable Collection: The Contractor shall collect, process and haul recyclables, in accordance with the Town's Recycling Ordinance and/or any Dane County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall not collect non-recyclable materials or recyclable materials that have not been properly prepared. The Contractor shall leave those items in the container and leave a notice of improper material.

Service:

- The contractor shall collect refuse weekly and recyclables bi-weekly in accordance with a specific collection schedule, established and maintained by the Contractor, with the Town's approval.
- At the beginning of each year the contractor shall provide dates of collection. Unless the contractor gives the Town and affected residents at least thirty days advance notice, all regular collections shall occur on the same day each week. When a designated collection day is scheduled for pickup on a holiday, collection shall be made on the business day following that regular collection day. Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Should the contractor decline from collecting any curbside pickup, he or his agents shall inform the resident why the solid waste was not collected.
- The Contractor agrees that no recyclable materials collected under this agreement will be landfilled, with the exception of materials that are unmarketable due to improper preparation or contamination. The contractor may decline to collect any recyclable materials not properly prepared or placed. In the event that markets become unavailable for any recyclable material to be

collected in this program during any term of this Contract, the Contractor shall notify the Town, and the two parties agree to meet to negotiate a resolution to the problem.

- The Contractor shall provide the Town with a recycling summary detailing the weight of each recyclable material collected on a quarterly basis. Complaints from residents and from Contractor, shall be submitted on a quarterly basis. Contractor will assist the Town in educating residents on the proper way to recycle and proper procedures for solid waste disposal.
- The contractor provides garbage and recycling collection services to the Town Hall and the Town Garage at no additional charge.

Collection Equipment: An adequate number of vehicles shall be provided by the Contractor to serve in accordance with the terms of this Contract. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the contractor plainly visible on both sides of the vehicle. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The contractor may make private collections with the same vehicles used for contract collections provided that such use in no way impairs the delivery of service required under this Contract.

Indemnity: The Contractor will indemnify and save harmless the Town, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, Board members and employees.

Insurance:

- In addition to worker's compensation insurance, the Contractor shall carry general public liability insurance with limits of not less than \$1,000,000 aggregate coverage, vehicle insurance with not less than \$1,000,000 aggregate coverage and an umbrella policy with not less than \$1,000,000 coverage. The contractor shall furnish the Town with a certificate to show that all required insurance policies are in force and effective for the term of the Contract.
- All insurance policies carried by the Contractor, required by the conditions of the contract, shall bear an endorsement or shall have attached thereto a rider providing that in the events of cancellation of such policies for any reason whatsoever, the Town shall be notified, in writing, by the carrier and contractor, at least thirty days prior to such cancellation.

Content of Bid:

- Background information about the submitter's organization
- Three references from current municipal customers
- Include as an exhibit, a typical municipal contract
- Please answer the following questions and submit with your proposal. (Answer the questions that are applicable to your company)

1) Monthly charge per household for weekly collection of residential **solid waste** with automated refuse collection. \$9.00 per household per month

What is the initial cost to purchase the containers? No charge = remain property of Town and Country

What is the size(s) of the containers? 95 gallon only

Would you be prepared to provide multiple container sizes at the option of the homeowner? No

2) Monthly charge per household for weekly collection of residential **recyclables** with automated collection. \$4.25 per household per month

What is the initial cost to purchase the containers? No charge = remain property of Town & Country

What is the size(s) of the containers? 95 gallon only

Would you be prepared to provide multiple container sizes at the option of the homeowner? no

3) Monthly charge per household for weekly collection of residential **solid waste** with residents using own containers or bags. \$9.00 per household per month

Is there a (number) bag limit per week? 4 bags per week (13-33 gallon size bags)

4) Monthly charge per household for bi-weekly collection of residential **recyclables** with residents using own containers or bags. \$3.65 per household per month

5) What is the fee for large items, such as TV's, appliance, furniture, etc.? (You may attach a price list)

6) Please advise any other applicable fees and/or additional services (if any):

Proposals shall be submitted to: Town of Berry, 9046 State Road 19, Mazomanie, WI 53560

Contact Brenda Kahl, Clerk/Treasurer at 608-767-4152 or twnberry@chorus.net with questions.

TOWN AND COUNTRY SANITATION, INC.

P.O. Box 7
 104 N. Park Street
 Boscobel, WI 53805
 Office: (608) 375-5856
UPDATED JUNE 1, 2019

COMPUTERS & ELECTRONIC

\$25.00 PER ITEM*

- COMPUTERS
- PRINTERS
- FAX MACHINES
- DISK DRIVES
- VIDEO EQUIPMENT
- VCR'S
- AUDIO EQUIPMENT
- COMMUNICATION EQUIPMENT
- MODEMS
- KEYBOARDS
- CIRCUIT BOARDS
- MICROCHIPS
- MONITOR
- ANYTHING ELECTRONIC

COPY MACHINES

\$50.00 PER MACHINE

TV'S

\$60.00 PER TV

FURNITURE*

COUCH	\$40.00	BOX SPRING	\$40.00
CHAIR	\$40.00	TABLE	\$40.00
MATTRESS	\$40.00	TABLE CHAIRS	\$40.00
DRESSER	\$40.00	(FOR ALL CHAIRS) UP TO 6	
BED FRAME	\$40.00	DESK	\$40.00
TREADMILL	\$40.00	ELIPTICAL	\$40.00
EXERCISE BIKE	\$40.00	GAS GRILL	\$45.00
SOFA SLEEPER	\$80.00	CHARCOAL GRILL	\$25.00
TUB SURROUND	\$10.00(BROKEDOWN)	SECTIONAL	\$80.00
TOILET	\$10.00	TUB	\$20.00
PUSH MOWER(OIL AND GASS MUST BE DRAINED)	\$25.00		
ENTERTAINMENT CENTER	\$40.00	SINK	\$10.00
VANITY (NOT TO EXCEED 4 FT)	\$40.00	POWER WHEEL	\$25.00

W/O RIMS

WITH RIMS

TIRES		
CAR	\$ 5.00	\$10.00
TRUCK	\$15.00	\$30.00
TRACTOR	\$50.00	\$100.00

*Prices subject to change

APPLIANCES

\$50.00 PER ITEM*

- STOVES
- WASHER
- DRYER
- DISHWASHER
- MICROWAVE
- WATER HEATERS
- FURNACES
- AIR CONDITIONER
- FREEZER
- REFRIGERATOR
- DEHUMIDIFIER
- HUMIDIFIER
- HOT WATER HEATER



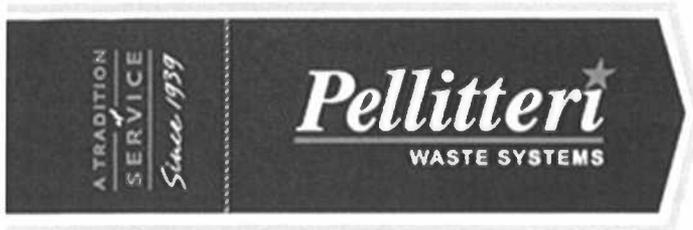
7035 Raywood Road
Monona, WI 53713
Joe Spair
Municipal Account Representative
608-257-6232 x331

Town of Berry Request for Proposals Solid Waste and Recycling Collection Services - Response



September 4, 2020

Brenda Kahl
Clerk/Treasurer



Narrative for Town of Berry Solid Waste Collection Services RFP Response- September 4, 2020

Pellitteri Waste Systems tradition of service has impressed customers for almost 80 years. 15 years ago, we set out to find the first municipality to entrust us in providing fully-automated curbside trash and recycling services. Today, we continue to serve that same community who was willing to let us show that we could do it. Over the span of 15 years, Pellitteri has more than proven our ability to provide this service. Our focus has shifted from showing that we can, to showcasing what makes us the local industry leader, adding to more than 50,000 satisfied households serviced by Pellitteri Waste Systems.

- To date, we have implemented fully-automated residential refuse and recycling service systems in 27 municipalities and 22 private homeowner associations.
- Of the 27 municipal curbside residential contracts awarded since inception of our program, we have 100% renewal rate with all 27 still with us today.
- Seven of our municipalities opted within the first 18 months of a 5-year contract, to amend their terms to a 10-year contract to take advantage of our services at more favorable rates. This is an option made available in recent years to extend additional cost savings to municipal boards who may be hesitant to enter a 10-year contract with a new service provider.
- Pellitteri Waste Systems was selected to receive and sort the City of Madison's 20,000 annual tons of collected recyclable material while also being the exclusive waste hauling company for Dane County, servicing County-owned facilities and parks for the last 11 years and more to come.

Meeting the needs of our customers has always been the first priority at Pellitteri Waste Systems. We are pleased to offer our 'customer first' services to the Town of Berry and its residents.

In addition to our 'customer first' service approach, there are many aspects of Pellitteri Waste Systems that set us apart in our industry:

- Being a family-owned and operated company for over 41 years allows us to offer your community a personalized family-to-family approach. This approach, along with our 100+ employees and 60+ trucks, benefits all of our residential customers by providing unmatched service and response to meet each residents' individual needs.
- We own and operate a state-of-the-art recycling material recovery facility (MRF), Kipp Street Station. We are devoted to helping our customers increase the amount of items and materials that can be recycled instead of filling up a landfill. This leads to solutions for our customers that are environmentally and fiscally responsible. Managing our own processes also enables us to accept items you would not be able to recycle elsewhere such as milk cartons and pots & pans. **Another benefit to partnering with Pellitteri is our ability to accept bagged recyclables**, a program that has been discontinued by most other waste haulers in Wisconsin. Last, but certainly not least, we are proud to say we have never sent glass to a landfill, something that is disappointingly common in our industry. Letter of reference from Strategic Materials provided.
- **Pellitteri Data Destruction** is trusted by the above-mentioned customers to handle the confidential document destruction servicing of their organizations by our industry leading NAID AAA-rated service – a service that recycles over 99% of materials handled.



Local Family-owned and Operated Makes a Difference!

Our Mission

To continue the Pellitteri family business's tradition of service by promptly responding to customer needs, offering individualized solutions, effectively communicating and following through. These solutions will be environmentally and fiscally responsible. Our commitment to safety, professionalism, and personal growth will foster an environment which benefits our team, clients and community.

Our Business Values

- Be honest and truthful in all matters.
- Treat all people as we want to be treated.
- Work safely.
- Be good stewards of our environment.
- Follow all rules and regulations.
- Be friendly and positive, promote a spirit of excitement.



We are truly the only family-owned and family-managed waste and recycling **full-service company** in the area. We are a full-transparency company with owners who live in Dane County and proudly put their family name on the business. There is a lot at stake personally when your name is on the trucks and you are raising a family within the markets you are servicing. As you can see, Pellitteri Waste Systems is committed to staying family owned for generations to come!

We are the only waste company in the area to own and operate a fully automated, state of the art, recycling recovery facility complete with an educational room for our customers to visit and further educate themselves on recycling via guided tours. This allows us to control the quality of our end product, and we take careful strides in our effort to ensure things get recycled properly (glass and milk cartons as examples, see attached letters).



We are privileged to submit a bid response for the trash and recycling curbside servicing of your community.

We believe that our dedication to recycling leads to innovation and higher levels of servicing to our customers. This is evidenced by our expanded list of recyclables allowed for collection (*please see attachment*). Materials like pots and pans, small appliances, bagged shredded paper, etc. have been unique to our residential recycling program offered. Our successful track record of implementing and servicing curbside automated cart systems, along with our continued efforts to fine-tune the cost-effectiveness of our programs leads to long-standing and beneficial relationships for all.

More than ever, homeowners are shopping with a scroll and a click online instead of in local brick-and-mortar stores. Low-cost same-day shipping deals and the convenience of shopping from home have propelled the growth of e-commerce: up nearly 25 percent last year, according to experts. We are seeing this bump in recycling volume at the curb. Fifteen percent increases in recyclables at the home level have been realized, we anticipate this number to grow as a result of the current global pandemic. With the likelihood that more residents will continue to work from home, we respectfully submit to the Town to consider weekly recycling pick-up.

The acceptable industry standard for contaminants in recyclables is 10%. If recyclables collected in Berry exceed 10% contamination, Pellitteri will have the right to assess excess contamination costs from the Town of Berry. This will be done by way of an exclusive sort of Berry recyclables.

Our pricing is contingent upon Pellitteri Waste Systems being awarded both trash and recycling collection, with automated service effective January 1st, 2021.



Ongoing Recycling Efforts

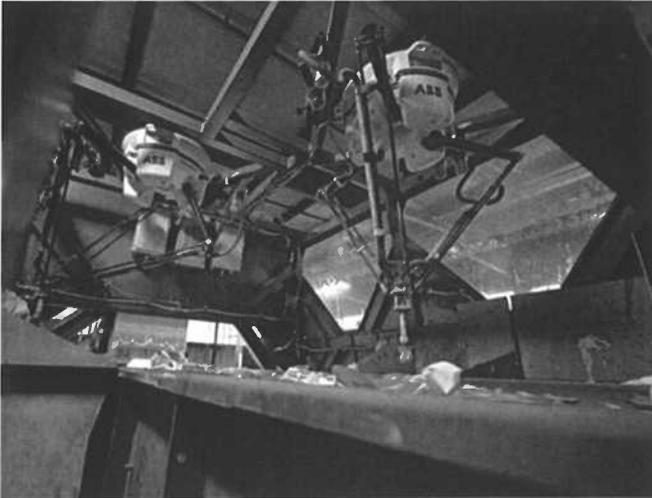
We are always looking at ways to increase the value of recyclables and produce a clean product that processors can use. While we are not committing to these projects in this proposal, our track record of innovation supports our desire to constantly revolutionize our processes. We have always been open to programs brought to us by our communities, which we would welcome from the Town should you decide to partner with Pellitteri Waste Systems.

- We are currently looking at adding technology to our system that will further separate smaller OCC boxes from the mixed paper stream to be properly placed into the OCC stream. With the rapidly changing “Amazon” effect layered with the growing popularity of work/educate from home model, we are experiencing increases in smaller OCC shipping boxes coming into the MRF. Currently a larger percentage of these smaller boxes are being recycled in the Mixed Paper stream. By investing in technology to move these boxes into the OCC stream, it would increase the percentage of OCC and decrease the percentage of the lower value mixed paper.
- We are also looking to add more sorting technology to further enhance the plastic sorting capabilities at our MRF. This project would focus on capturing more of the recycling containers that are not properly prepared. For example, a PET bottle that has more residue within the bottle than the current system can handle would be discarded as residual. Through upgrades, we would attempt to capture that PET bottle and keep the residual trash down, lowering the costs associated with residual.
- Additionally, we are working with the Paper Cup Institute and our paper mills to develop a program that will allow us to add HOT paper cups to the list of recyclable products.





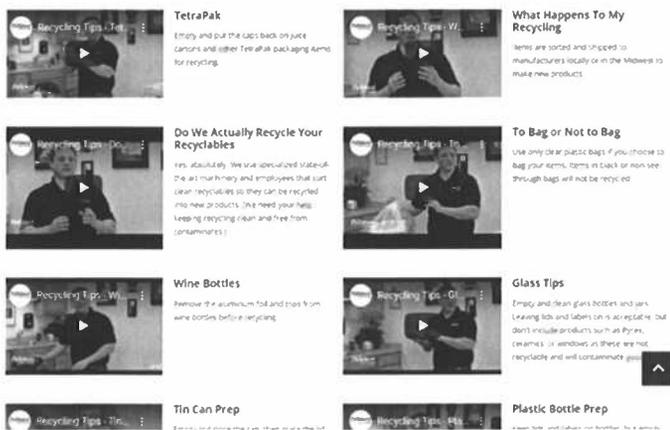
Our Efforts to Reduce Waste



With the constant evolution of technology, we continue to make strides by implementing equipment to automate processes and minimize the amount of recyclables getting through our system and not being recognized accordingly. State-of-the-art robotic arms that assist in the sorting efforts with pinpoint accuracy to ensure the efforts of the public are not going to waste by having clean recyclables discarded as trash.

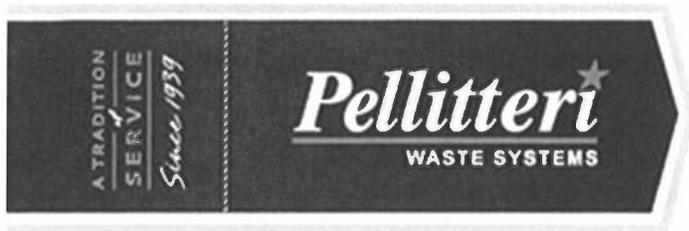


We continue to expand our fleet of trucks to include compressed natural gas (CNG) vehicles to take advantage of the abundant American-generated natural gas and the growing number of CNG stations – including those popping up at landfills around the country where the gas given off from trash is converted into truck fuel.



In addition to offering guided tours of our MRF, Kipp Street Station, we back up our commitment to recycling by producing videos on recycling tips in today's challenging recycling market (below). Our goal is to minimize any confusion on recycling by continuing to educate the public on the proper ways to recycle while minimizing contamination.

To our knowledge we are the only local private hauler to successfully complete an organics pilot program in the area. As soon as the infrastructure is proven to be in place to facilitate organics composting/recycling, we would be very pleased to explore options for providing organic waste collection to the Town of Berry. See press release.



General Information

In an automated collection system, carts need to be placed at the curb, not blocked by any object, and not within two feet of a mailbox, tree, car, another cart or any other object on either side.

All of our residential trucks are equipped with GPS systems and cameras that allow Pellitteri Waste Systems to better resolve resident concerns pertaining to perceived service inconsistencies. In addition, we employ a fully staffed customer service team, which offers the ability to speak with **live, local staff** in case of any extra service needs. These representatives are trained to manage calls directly from the residents of the Town of Berry to make sure any inquiries are resolved in a timely and acceptable manner. All correspondence is logged into our CRM system to document communications from your residents. We will provide copies of the reporting logs upon request.

The Town of Berry will give Pellitteri trucks access to any household covered under this contract and will not hold Pellitteri responsible for any damage to roads required to be used for servicing households covered under this contract. The Town of Berry will secure and provide indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways (including private residential areas covered under this contract).

AUTOMATED REFUSE COLLECTION SPECIFICATIONS

Refuse collection will occur via each resident utilizing a Pellitteri-owned trash cart. Pellitteri Waste Systems will empty these carts every week as long as carts are placed curbside on their scheduled days. Carts must be placed in an accessible curbside position (within two feet of street) before 6:00 am on the scheduled days. If no refuse cart is curbside on their scheduled pickup day, when we arrive for pickup, no refuse will be picked up for that week. Proper preparation of cart includes the cart being placed in an accessible location for the truck (i.e. not behind or within two feet of recycling cart, parked cars, mailboxes, or other obstructions).

Pellitteri will replace any cart damaged by our operation. Any carts lost, stolen or damaged for any other reason will have to be replaced by the resident at a replacement cost paid to the Contractor.

Collection of Bulky Items, Household Appliances, and Construction/Demolition Debris must be ordered and prepaid for by Town residents on an individual basis. Please refer to Bulky item pricing schedule for a list of items and pricing for these items.

Households with extra bags and Bulky Items must contact Pellitteri Waste Systems prior to pick up and prepay for disposal by check, cash, or credit card (AE, Visa, MasterCard, or Discover). Those large items will be included in the next available scheduled large item pickup. Items must be at the curb or end of driveway on the scheduled pickup day with clear and unobstructed road access. All large household items must be no more than five (5) feet from the street. Large household items needing special pick-up is available monthly.



General Information

AUTOMATED RECYCLABLES COLLECTION SPECIFICATIONS

“All-In-One” recycling shall include newspaper, corrugated cardboard (with the exception of pizza boxes), mixed paper, magazines, junk mail, brown craft bags, milk cartons, chipboard, aluminum cans, steel cans, pots & pans, tin cans, rinsed glass bottles and jars, and plastic containers 1-7. Please see attached recycling sheet for comprehensive list of materials allowed and their specific preparation for collection.

Recycling collection will occur every other week via each resident and eligible business utilizing the Pellitteri-owned recycling cart. Pellitteri Waste Systems will empty these carts as long as carts are placed curbside on their scheduled day. Items must be at the curb or end of driveway on the scheduled pickup day with clear and unobstructed road access. Carts must be placed in an accessible curbside position (within two feet of street) before 6:00 am on scheduled day. If no cart is curbside on their scheduled pickup day, when we arrive for pickup, no recyclables will be picked up for that week. Proper preparation of cart includes the cart being placed in an accessible location for the truck (i.e. not behind or within two feet of refuse cart, parked cars, mailboxes or other obstructions).

Pellitteri will replace any cart damaged by our operation. Any carts lost, stolen or damaged for any other reason will have to be replaced by the resident at a replacement cost paid to the Contractor.

Additional recyclables that will not fit in a full cart can be placed in clear plastic bag(s) next to the recycling cart - provided the homeowner has called Pellitteri and prepaid for the additional bag(s).





Minimum Requirements and Alternative Pricing Options

Please see our pricing schedule (attached) for the costs related to weekly trash collection.

Please see our pricing schedule (attached) for the costs related to every other week recycling collection.

We intend to offer bulky waste curbside collection on a monthly basis. Note that this may not be on the same day as regular service. Please see attached Bulky Item price schedule (attached).

We will hold one free shred event per year for the residents of the Town of Berry. More detail provided on page 13.

If we decline from collecting any curbside pickup, it will be marked with a tag informing the resident of why it was not collected. Example provided on page 20.

Any extra services or equipment outside the RFP may be subject to additional fees.



GENERAL SPECIFICATIONS

TRANSITION PLAN – Pellitteri Waste System Owned Carts

We are quoting a standard 95-gallon trash cart and a standard 95-gallon recycling cart. Residents have the option of choosing 65- gallon carts if they feel the 95-gallon carts are too large. 35-gallon carts are available upon special request. Our program works like this:

Pellitteri will draft a mailer (see attached sample) which allows residents to choose trash and recycling cart sizes. We will need a list of the residents receiving the mailer, preferably in excel format to cross-reference the responses. We ask that the Town addresses, stamps, and mails the mailers by September 1st, so that the Town is assured that every household had an opportunity to order the correct size cart. We will have a self-addressed envelope in the mailer and Pellitteri Waste Systems will collect the responses, which will be due back to us by September 30th. Residents that do not return the mailer will receive the standard (default) 95-gallon trash cart and 95-gallon recycling cart. Any resident that requests a different cart after the due date on the mailer will be charged a \$45.00 swap out fee. Residents may always pre-schedule an appointment to bring the carts to our corporate offices for a free size swap during normal business hours (this service is temporarily unavailable due to COVID-19).

The carts will be delivered in mid to late December. Each recycling cart will have a packet of information outlining important information in regards to the new collection system – including a calendar showing their service day for trash and recycling. Holiday service adjustments are also shown on the calendar.

The Carts are Coming!



Pellitteri Waste Systems will become the Town of Dunn's trash and recycling service provider, effective January 1st, 2013.

Starting January 1st, 2013 your trash and recycling service will be done with automated cart collection. This means you will be receiving a new set of trash and recycling collection carts in December of 2012. With this change you will need to determine what cart size is best for your household. The Village will mail you a flyer for cart selection the week of October 15th.

How Do I Choose a Cart?



Pellitteri
WASTE SYSTEMS

Consider the following:

- Trash will be picked up weekly! Choose the cart size based on your maximum volume in any one week. Trash placed outside the cart will NOT be picked up. Think about holidays and special occasions.
- Recycling will be picked up EVERY OTHER WEEK! You do NOT need to sort your recyclables which typically increases the amount of materials your household will recycle.
- The carts have wheels to make them easy to move around and push to the curb.
- Choose a size that fits in your storage area. 95-gallon carts may more easily fit in a garage if turned sideways.

64-gallon	5-6 kitchen trash bags	24" by 27" by 42" high
95-gallon	7-8 kitchen trash bags	26" by 34" by 46" high

* A standard kitchen trash bag is 13 gallons



THE CARTS ARE HERE!

Pellitteri Waste Systems will become the Village of Arlington's trash and recycling collection service provider, effective January 6th, 2015. Respond by October 16th to change from the standard cart size.

On January 6th, 2015 Pellitteri Waste Systems will begin trash and recycling service at your residence. We will be providing a curbside trash and recycling collection service in December 2014. Please review this flyer to determine which cart size best suits your household's needs. If you choose to have carts delivered from the standard size (65-gallon trash and 95-gallon recycle) you will need to complete the form on the back of this flyer and return it to Pellitteri Waste Systems no later than October 16th, 2014.

► **Why Do I Need New Trash and Recycling Carts?**

New carts are needed because Pellitteri Waste Systems' automated collection systems will only pickup Pellitteri Waste Systems carts.

► **Do I Have to Pay for the Carts?**

You will not be charged for the standard size carts you receive in December. If you wish to exchange your current carts (after the initial delivery) you will have until October 16th, 2014 to do so without an exchange fee (see the exchange fee schedule). After October 16th, 2014 there will be a \$25 exchange fee for any changes to cart size.

► **How Do I Use My New Carts?**

Directions on how to use your new carts, a collection calendar and detailed information about recycling will be delivered with the new recycling cart upon delivery in December of 2014.

► **When Can I View the Cart Size Options?**

Village Hall, 330 Commercial St. October 1st through October 16th, 2014



The Carts Come in Three Sizes

Size	How Much Does It Hold	Dimensions
65-Gallon	5-4 kitchen trash bags	34" by 27" by 42" high
95-Gallon	7-4 kitchen trash bags	36" by 34" by 46" high

* A standard kitchen bag is 13 gallons

You will receive a 65-gallon trash & 95-gallon recycle cart during the initial cart delivery in December 2014.



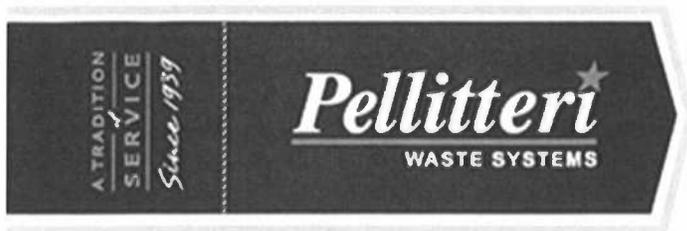
When determining the size of cart that best suits your needs please consider the following:

- **Trash will be picked up weekly!** Trash placed outside the cart will not be picked up unless you have called Pellitteri Waste Systems and pre-arranged with payment for the extra charge. This means all trash must be placed inside of the trash cart with the lid closed. Please choose your cart size based on your highest anticipated volume in any one week. For example, most households have more trash during the summer and around holidays.
- **Recycling will be picked up every other week!** Choose a cart large enough to handle two weeks' worth of recyclables. All recyclables - cardboard, paper, newspapers, magazines, plastic containers (#1-7) and aluminum, tin, steel cans - go into the recycling cart. We encourage you to get the largest recycling cart possible as our all-in-one system typically increases the amount of materials your household will recycle.
- **Choose a size that fits your storage area.** The carts range from 27" (3 feet, 1 inch) to 46" (4 feet, 10 inches) tall. The 95-gallon carts easily fit in a garage if turned sideways.



You will receive a 95-gallon trash cart and 95-gallon recycling cart unless you return the form before by October 16th, 2014.

All changes to cart size after October 16th, 2014 are subject to a \$25.00 fee.



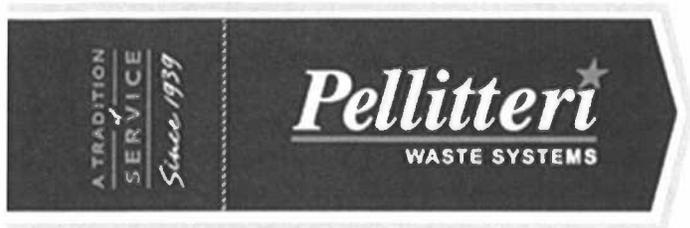
SERVICE CHARGES:

- Due to the fluctuation of fuel costs in today's marketplace, we have submitted this proposal with a pricing strategy that includes 'fuel rebates' should diesel fuel costs decline to a level lower than \$2.00 per gallon. Conversely, if the level of diesel fuel costs increase to over \$2.50 per gallon, we would initiate a 'fuel surcharge' on our services per the attached schedule. The fuel schedule is based on cost increase analyses of the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Price Index. Using the last available weekly report for the given period as that particular month's level in the Midwest region, we would then be utilizing current information that is equitable and fair to all.

PUBLIC EDUCATION:

- We will have a link to our website where residents can click on a page built specifically for the Town of Berry. This webpage will have information that will be tailored to your community's program (see attached example). It will contain all the information included in a new residential cart delivery packet, a FAQ section and information on where to recycle many different types of waste (including links to websites if possible). Annual calendars will be provided via our website and an electronic PDF file will be provided for the Town's administration office, should residents desire a hard copy. Inclement weather notices are also posted here, based on press releases we send to the media.
- Our state-of-the-art Recycling Center, Kipp Street Station, has an education room set up for tours to illustrate the recycling sorting process. The education room can be used by area schools, Town Administrators, and community groups to show the importance of recycling in the community.
- Pellitteri.com consistently updates resources for residents and educators to aid in learning how to recycle better. Dozens of recycling tip videos, a 7-minute video showing what happens to your recycling at the recycling center and many other educational resources are available for use.





Annual Pricing Options – Every Other Week Recycling

Pricing per household is indicated below as a monthly cost. The Town of Berry will be invoiced monthly based on our ‘current’ billing cycle. For example, we bill on July 1st for July’s service and the bill is due July 31st. The below costs include all current government surcharges/landfill fees as of September 4, 2020, any new government fees thereafter will be passed through. Any new households built will be billed on the invoice following the delivery of new carts.

FEE SCHEDULE – 5YR & 10YR Options:

AUTOMATED MONTHLY COST PER HOUSEHOLD
 BASE RATE - 95 GAL TRASH, 95 GAL RECYCLING
 Weekly Trash and Every Other Week Recycling

	5 YR TR	5 YR RC	TOTAL	10 YR TR	10 YR RC	TOTAL
2021	\$ 9.40	\$ 4.42	\$ 13.82	\$ 8.90	\$ 3.92	\$ 12.82
2022	\$ 9.68	\$ 4.55	\$ 14.23	\$ 9.12	\$ 4.02	\$ 13.14
2023	\$ 9.97	\$ 4.69	\$ 14.66	\$ 9.35	\$ 4.12	\$ 13.47
2024	\$ 10.27	\$ 4.83	\$ 15.10	\$ 9.58	\$ 4.23	\$ 13.81
2025	\$ 10.58	\$ 4.97	\$ 15.55	\$ 9.82	\$ 4.34	\$ 14.16
2026				\$ 10.06	\$ 4.45	\$ 14.51
2027				\$ 10.32	\$ 4.55	\$ 14.87
2028				\$ 10.57	\$ 4.67	\$ 15.24
2029				\$ 10.84	\$ 4.78	\$ 15.62
2030				\$ 11.12	\$ 4.89	\$ 16.01

Options that impact the rates listed above are as follows:

The Town has the option to go from a 5-year term to the 10-year term within the first 18 months of the contract.

Above pricing includes the cost of one 30-yard roll-off container load per year for the Town’s use. Please see attached list of materials that are not accepted.

The resident’s annual charge for a second trash or recycling cart is \$96.00 annually and the resident will be invoiced directly in advance for this additional service.

Should the Town desire, we can offer one free on-site shred event, per year, for the residents of the Town of Berry. This would be held on a weekday in either May or June at a specified location during the afternoon or early evening. The Town would be responsible for promoting the event and would need to provide staff to aid in the handling of material. Requests for the event will need to be made 8 weeks in advance to reserve/secure an on-site data destruction truck and give sufficient time to promote the event to the residents.



Annual Pricing Options – Weekly Recycling

Pricing per household is indicated below as a monthly cost. The Town of Berry will be invoiced monthly based on our ‘current’ billing cycle. For example, we bill on July 1st for July’s service and the bill is due July 31st. The below costs include all current government surcharges/landfill fees as of September 4, 2020, any new government fees thereafter will be passed through. Any new households built will be billed on the invoice following the delivery of new carts.

FEE SCHEDULE – 5YR & 10YR Options:

AUTOMATED MONTHLY COST PER HOUSEHOLD
 BASE RATE - 95 GAL TRASH, 95 GAL RECYCLING
 Weekly Trash and Weekly Recycling

	5 YR TR	5 YR RC	TOTAL	10 YR TR	10 YR RC	TOTAL
2021	\$ 9.40	\$ 7.72	\$ 17.12	\$ 8.90	\$ 7.22	\$ 16.12
2022	\$ 9.68	\$ 7.95	\$ 17.63	\$ 9.12	\$ 7.40	\$ 16.52
2023	\$ 9.97	\$ 8.19	\$ 18.16	\$ 9.35	\$ 7.58	\$ 16.93
2024	\$ 10.27	\$ 8.44	\$ 18.71	\$ 9.58	\$ 7.77	\$ 17.35
2025	\$ 10.58	\$ 8.68	\$ 19.27	\$ 9.82	\$ 7.96	\$ 17.78
2026				\$ 10.06	\$ 8.16	\$ 18.22
2027				\$ 10.32	\$ 8.36	\$ 18.68
2028				\$ 10.57	\$ 8.58	\$ 19.15
2029				\$ 10.84	\$ 8.79	\$ 19.63
2030				\$ 11.11	\$ 9.01	\$ 20.12

Options that impact the rates listed above are as follows:

The Town has the option to go from a 5-year term to the 10-year term within the first 18 months of the contract.

Above pricing includes the cost of one 30-yard roll-off container load per year for the Town’s use. Please see attached list of materials that are not accepted.

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Should the Town desire, we can offer one free on-site shred event, per year, for the residents of the Town of Berry. This would be held on a weekday in either May or June at a specified location during the afternoon or early evening. The Town would be responsible for promoting the event and would need to provide staff to aid in the handling of material. Requests for the event will need to be made 8 weeks in advance to reserve/secure an on-site data destruction truck and give sufficient time to promote the event to the residents.



Pre-Arranged Bulky Item Pricing

Households with Bulky Items must contact Pellitteri Waste Systems prior to pick up and prepay for disposal by check, cash, or credit card (AE, Visa, MasterCard, or Discover). Those large items will be included in the next available scheduled large item pickup. Items must be at the curb or end of driveway on the scheduled pickup day. All large household items must be no more than five (5) feet from the street. Large household items needing special picked up is available monthly.

White Goods, Electronic Waste (collected at individual residences) and Other Bulk Items:

ITEM	2021	2022	2023	2024	2025
White Goods without refrigerants	\$53.00	\$54.00	\$55.00	\$56.00	\$57.00
White Goods, with refrigerants	\$63.00	\$64.00	\$65.00	\$66.00	\$67.00
Car Tire, without rim	\$26.00	\$27.00	\$28.00	\$29.00	\$30.00
Truck Tire, without rim	\$31.00	\$32.00	\$33.00	\$34.00	\$35.00
Additional Refuse, per cubic yard	\$21.00	\$22.00	\$23.00	\$24.00	\$25.00
Additional 30-Gallon Bag Refuse/Recycling	\$3.50	\$3.70	\$3.90	\$4.10	\$4.30
Construction and Demolition Waste, per cubic yard	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00
Furniture, fixtures, other	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00
Electronics, Computers	\$64.00	\$65.00	\$66.00	\$67.00	\$68.00



Municipalities Served

LIST OF WISCONSIN MUNICIPALITIES SERVED

Municipality/ Area Served	Approximate Population	Years Serviced From-To	Refuse Collection	Recycling Collection	Yardwaste Collection	Brush Collection	Contact Person & Phone No.
City of Middleton	19,703	1/1/2010 to present	Yes	Yes - weekly	No	No	Shawn Stauske 821-8370
Village of Waunakee	13,821	1/1/2011 to present	Yes	Yes	No	No	Kevin Even 849-6276
Village of Oregon	10,373	1/1/2008 to present	Yes	Yes	No	No	Mike Gracz 835-3118
City of Fitchburg	28,905	1/1/2009 to present	Yes	Yes	Yes	Yes	Claudia Guy 270-4262
City of Sun Prairie	33,392	4/1/2016 to present	Yes	Yes	Yes	No	Greg Dustin 837-3050
Village of Shorewood Hills	1,891	12/1/2007 to present	Yes	Yes	No	No	Karl Frantz 267-2680
Village of McFarland	8,658	1/1/2014 to present	Yes	Yes - weekly	No	No	Jim Hessling 838-7287
City of Brodhead	3,147	8/1/2015 to present	Yes	Yes	No	No	Rich Vogel 931-3512
Village of Belleville	2,388	1/1/2013 to present	Yes	Yes	No	No	Brian Wilson 424-3341

In addition to the municipalities listed above, we also serve the following communities:

City of Monroe, City of Wisconsin Dells, Town of Arena, Town of Brooklyn, Town of Dunn, Town of Montrose, Town of Newport, Town of Oregon, Town of Pleasant Springs, Town of Sun Prairie, Town of Verona, Village of Arena, Village of Arlington, Village of Brooklyn, Village of New Glarus.

*Supplemental data and contacts available upon request.



Fuel Reduction/Surcharge Table

Town of Berry

Fuel Reduction/Surcharge Table

Fuel Price	Reduction /Surcharge	Fuel Price	Surcharge
\$1.51 - \$1.55	(\$0.16)	\$2.76 - \$2.80	\$0.10
\$1.56 - \$1.60	(\$0.15)	\$2.81 - \$2.85	\$0.12
\$1.61 - \$1.65	(\$0.13)	\$2.86 - \$2.90	\$0.13
\$1.66 - \$1.70	(\$0.12)	\$2.91 - \$2.95	\$0.15
\$1.71 - \$1.75	(\$0.10)	\$2.96 - \$3.00	\$0.16
\$1.76 - \$1.80	(\$0.09)	\$3.01 - \$3.05	\$0.19
\$1.81 - \$1.85	(\$0.07)	\$3.06 - \$3.10	\$0.20
\$1.86 - \$1.90	(\$0.05)	\$3.11 - \$3.15	\$0.22
\$1.91 - \$1.95	(\$0.03)	\$3.16 - \$3.20	\$0.23
\$1.96 - \$2.00	(\$0.02)	\$3.21 - \$3.25	\$0.25
\$2.01 - \$2.05	N/A	\$3.26 - \$3.30	\$0.27
\$2.06 - \$2.10	N/A	\$3.31 - \$3.35	\$0.28
\$2.11 - \$2.15	N/A	\$3.36 - \$3.40	\$0.31
\$2.16 - \$2.20	N/A	\$3.41 - \$3.45	\$0.32
\$2.21 - \$2.25	N/A	\$3.46 - \$3.50	\$0.34
\$2.26 - \$2.30	N/A	\$3.51 - \$3.55	\$0.35
\$2.31 - \$2.35	N/A	\$3.56 - \$3.60	\$0.37
\$2.36 - \$2.40	N/A	\$3.61 - \$3.65	\$0.38
\$2.41 - \$2.45	N/A	\$3.66 - \$3.70	\$0.40
\$2.46 - \$2.50	N/A	\$3.71 - \$3.75	\$0.42
\$2.51 - \$2.55	\$0.02	\$3.76 - \$3.80	\$0.44
\$2.56 - \$2.60	\$0.03	\$3.81 - \$3.85	\$0.45
\$2.61 - \$2.65	\$0.05	\$3.86 - \$3.90	\$0.47
\$2.66 - \$2.70	\$0.07	\$3.91 - \$3.95	\$0.48
\$2.71 - \$2.75	\$0.09	\$3.96 - \$4.00	\$0.50

Surcharge/Reduction is a per home credit/charge. If fuel exceeds \$4.00 per gallon, or drops below \$1.51 per gallon, Fuel Table will be extended using the same pattern. If weekly recycling is chosen, the above rates will increase by 25% and a new table will be provided before a contract is finalized.



Residential

COLLECTION INFORMATION

RECYCLING *Information – All recyclables should be placed in your recycling cart*

EXPANDED *Paper* RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)
- Shredded paper (place in clear or transparent plastic bag and tie shut; a full bag should be the size of a basketball)

EXPANDED *Plastic* RECYCLING

- All plastic bottles (no motor oils or gasoline)
- Plastic containers/cups #1-7, including #1 clamshell



RECYCLABLE *Metal & Glass*

- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Glass bottles & jars (clear, blue, brown or green translucent glass)
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) – nothing larger than a basketball
- Small metal plumbing fixtures, faucets, valves
- Tin & steel cans

NON-RECYCLABLE *Items:*

- Brake rotors / drums
- Construction waste
- Deli containers – except #1 plastic
- Electronics
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil & gasoline containers
- Plastic film, wrap & Styrofoam
- Recyclable containers containing liquids or food
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes

RECYCLING *Tips*

- Containers containing food or liquids, construction waste or electronics CANNOT be placed in the recycling cart.
- Should you choose to bag recyclables you place into the cart, please use clear or transparent bags and leave open – do not tie or seal. Clear bags can be purchased at most grocery and hardware stores.
- Do not flatten or crush plastic or metal items. Do not place smaller items inside larger containers. All items should be loose and empty. Remove all food waste, plastic, Styrofoam & packing peanuts.
- Flatten cardboard boxes and cereal boxes to make room in the recycling cart.
- Your recycling cart will not be picked up if it contains trash, yard waste or prohibited items.
- Check out www.pellitteri.com for recycling tip videos and a 7-minute video showing what happens to your recyclables. Call (608) 257-4285 if you have any remaining questions.



TRASH INFORMATION

TRASH Information – What cannot go into your trash dumpster

HAZARDOUS MATERIALS

Hazardous wastes, chemicals, and some cleaners are not to be disposed of in the trash. Examples—items that contain:

- Biological hazards including needles
- Corrosives
- Chemicals (including pool chemicals)
- Explosives
- Gasses
- Poisons
- Solvents

ELECTRONICS

Including:

- Cell phones
- Computers (desktop, laptop, netbook and tablet computers)
- Computer accessories (including keyboards, mice, speakers, external hard drives and flash drives)
- Computer monitors
- Desktop printers (including those that scan, fax and/or copy)
- DVD players, VCRs and other video players (i.e. DVRs)
- Fax machines
- Televisions

OTHER BANNED ITEMS

- Appliances
- Batteries
- Brush/Grass/Leaves/Yard Waste
- Fluorescent Bulbs/Fixtures
- 55 Gallon Barrels/Drums
- Full or partially-full aerosol cans
- Products containing mercury
- Oil/Gas/Petroleum Products (incl: oil filters and absorbents from spills larger than 1gal.)
- Paint (liquid form)
- Pharmaceuticals/Medications
- Recyclables
- Sharps/Needles
- Tires

A TRADITION
OF SERVICE
Since 1939

Pellitteri
WASTE SYSTEMS

SORRY

Dear Resident:

We could not pick up your _____ DATE _____

TRASH

- 1 Exceeds weight limit of _____ pounds
- 2 Improper container bags
- 3 Item excluded from residential pickup
- 4 Improper placement of receptacles
- 5 Yard waste mixed with garbage
- 6 Trash container is unacceptable - Please replace
- 7 NO hazardous waste/flammable materials allowed

RECYCLE

- 8 Recyclables & non-recyclable waste mixed
- 9 Items are not included in this recycling program
- 10 Cardboard **MUST BE** flattened

YARDWASTE

- 11 Brush exceeds 5' in length
- 12 Brush diameter exceeds 6"
- 13 Brush and yard waste not at the curb

OTHER

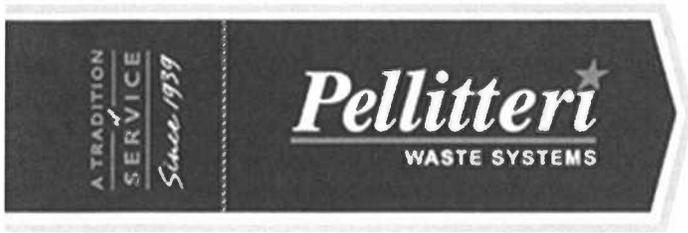
Please correct the problem marked above and we will be happy to pick it up on your next service day.

Pellitteri
WASTE SYSTEMS

PELLITTERI.COM
608.257.4285

Customer Address

Thank you



17220 Katy Freeway, Suite 150, Houston, Texas 77094
STRATEGICMATERIALS.COM

August 06, 2019

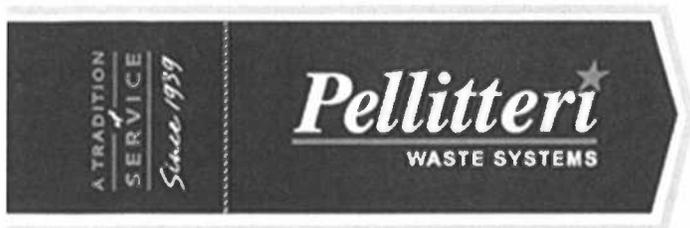
Dear Pellitteri Waste System Customers and/or Potential Customers,

Strategic Materials Inc. is the largest glass recycling company in the U.S. We specialize in turning used glass into clean, ready to use, glass cullet. The recycling plant in Delavan manufactures glass cullet which is used to make new glass bottles. We are currently the only organization in Wisconsin that is taking mixed color glass from single stream recycling plants for the purpose of reuse and recycling. Most glass that doesn't come to us is being sent to a landfill --- never to be used again even though it has an unlimited life cycle.

Strategic Material's Delavan, Wisconsin, location recognizes Pellitteri Waste Systems for producing the cleanest, three-mix glass that comes from a single stream MRF in Wisconsin. Having clean material is essential to our operations by minimizing waste and allows us to recycle the highest percentage of material. We appreciate Pellitteri's dedication to providing quality materials to our organization. Customers of Pellitteri Waste Systems can feel confident that their mixed glass recycling efforts are resulting in the highest quality and quantity glass reuse available.

Sincerely,

Daniel VanKorn
Regional Sourcing Manager - Midwest
c. 281-755-7132 | dvankorn@strategicmaterials.com
SMI Delavan | 1849 Hobbs Drive Delavan, WI 53115



**Carton Council of North America
Midwest Office -7325 Edgehill Rd , Greendale WI 53129**

To whom it may concern,

My name is Jim Birmingham, Midwest director for The North American Carton Council. Pellitteri Waste and Recycling of Madison has always been a leader in new initiatives to add commodities to the recycling container. In 2015 when presented with the opportunity to add carton recycling to residential and school containers Pellitteri was one of the first MRF in Wisconsin to add them even though it meant disrupting and doing several changes to their processing line .

I have personally known this family run business for 25 years . They are one of the top companies in the industry .

Sincerely

Jim Birmingham

Midwest Director ,Carton Council





PELLITTERI WASTE SYSTEMS LAUDED BY CITY OF FITCHBURG FOR ROLE IN RECYCLING AWARD

FOR IMMEDIATE RELEASE

February 12, 2014

MADISON, WI – Pellitteri Waste Systems was recently recognized and thanked by the city of Fitchburg for services provided to Fitchburg's Organics Collection Pilot program. The program, which ran from April 2012 through December 2013, was honored with a Excellence in Recycling Award from the Wisconsin Department of Natural Resources late last year. In accepting the award, the city thanked Pellitteri Waste Systems for the company's role in making the pilot program possible.

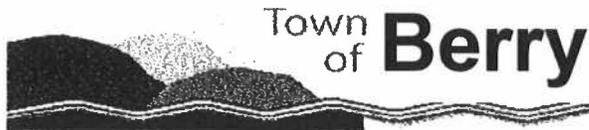
"The City of Fitchburg would like to extend our sincere appreciation for Pellitteri's support during the Household Organics Collection Pilot," Paul Woodard, Fitchburg's Director of Public Works/City Engineer wrote in a January 21 letter to Pellitteri Waste Systems. "We could have never achieved this great accomplishment without your help."

"This is a great recognition. We are pleased to have played a role in the success of the Organics Collection Pilot Program," says Pellitteri Waste System VP of Finance David Pellitteri.

The city of Fitchburg reports that the pilot program engaged more than 320 of the 400 target households and "provided a wealth of logistical information and will contribute to the success of any future city-wide household organics collection program."



This article can be found at <https://www.pellitteri.com/blogs/news/pellitteri-waste-systems-lauded-by-city-of-fitchburg-for-role-in-recycling-award>



www.townofberry.org

9046 State Road 19, Mazomanie, WI 53560, 608-767-4152, twnberry@chorus.net

July 24, 2020

Pellitteri Waste Systems
7035 Raywood Road
Madison, WI 53713

Re: Requests for Proposals

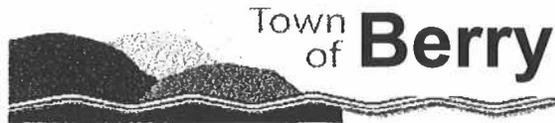
The Town of Berry is requesting proposals for garbage and recyclable collection for the residents of the town. Please see the enclosed request for proposals, which is due on September 4, 2020.

Questions may be directed to 608-767-4152 or twnberry@chorus.net

Sincerely,

Brenda Kahl

Brenda Kahl
Clerk/Treasurer



www.townofberry.org

9046 State Road 19, Mazomanie, WI 53560, 608-767-4152, town6erry@chorus.net

Request for Proposals Residential Garbage/Recycling Collection for the Town of Berry

Objective of this RFP: To receive proposals for garbage and recyclable collection for the residents of the Town of Berry

Proposals Due: September 4, 2020

Term of Contract: January 1, 2021-December 31, 2025

Information about the Town of Berry: The Town of Berry is a rural municipality in Dane County. It has a population of 1,146 who live in approximately 516 residences

Refuse Collection: The Contractor shall collect and haul all normal domestic household refuse generated by single-family units, duplex units and farms. Any commercial structure or businesses require their own separate contract with the contractor of their choice.

Recyclable Collection: The Contractor shall collect, process and haul recyclables, in accordance with the Town's Recycling Ordinance and/or any Dane County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall not collect non-recyclable materials or recyclable materials that have not been properly prepared. The Contractor shall leave those items in the container and leave a notice of improper material.

Service:

- The contractor shall collect refuse weekly and recyclables bi-weekly in accordance with a specific collection schedule, established and maintained by the Contractor, with the Town's approval.
- At the beginning of each year the contractor shall provide dates of collection. Unless the contractor gives the Town and affected residents at least thirty days advance notice, all regular collections shall occur on the same day each week. When a designated collection day is scheduled for pickup on a holiday, collection shall be made on the business day following that regular collection day. Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Should the contractor decline from collecting any curbside pickup, he or his agents shall inform the resident why the solid waste was not collected.
- The Contractor agrees that no recyclable materials collected under this agreement will be landfilled, with the exception of materials that are unmarketable due to improper preparation or contamination. The contractor may decline to collect any recyclable materials not properly prepared or placed. In the event that markets become unavailable for any recyclable material to be

collected in this program during any term of this Contract, the Contractor shall notify the Town, and the two parties agree to meet to negotiate a resolution to the problem.

- The Contractor shall provide the Town with a recycling summary detailing the weight of each recyclable material collected on a quarterly basis. Complaints from residents and from Contractor, shall be submitted on a quarterly basis. Contractor will assist the Town in educating residents on the proper way to recycle and proper procedures for solid waste disposal.
- The contractor provides garbage and recycling collection services to the Town Hall and the Town Garage at no additional charge.

Collection Equipment: An adequate number of vehicles shall be provided by the Contractor to serve in accordance with the terms of this Contract. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the contractor plainly visible on both sides of the vehicle. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The contractor may make private collections with the same vehicles used for contract collections provided that such use in no way impairs the delivery of service required under this Contract.

Indemnity: The Contractor will indemnify and save harmless the Town, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, Board members and employees.

Insurance:

- In addition to worker's compensation insurance, the Contractor shall carry general public liability insurance with limits of not less than \$1,000,000 aggregate coverage, vehicle insurance with not less than \$1,000,000 aggregate coverage and an umbrella policy with not less than \$1,000,000 coverage. The contractor shall furnish the Town with a certificate to show that all required insurance policies are in force and effective for the term of the Contract.
- All insurance policies carried by the Contractor, required by the conditions of the contract, shall bear an endorsement or shall have attached thereto a rider providing that in the events of cancellation of such policies for any reason whatsoever, the Town shall be notified, in writing, by the carrier and contractor, at least thirty days prior to such cancellation.

Content of Bid:

- Background information about the submitter's organization
- Three references from current municipal customers
- Include as an exhibit, a typical municipal contract
- Please answer the following questions and submit with your proposal. (Answer the questions that are applicable to your company)

1) Monthly charge per household for weekly collection of residential **solid waste** with automated refuse collection. Fee schedule is provided on pages 13 and 14 of the RFP response.

2) What is the initial cost to purchase the containers? The pricing provided includes the contractor purchasing, owning and distribution of one trash cart per resident. If the Town would like to purchase the trash carts, the cost would be an estimated \$26,000 and we would then adjust the monthly rates accordingly.

3) What is the size(s) of the containers? 95 gallon standard with an option for 65 gallon. 35 gallon upon special request.

Would you be prepared to provide multiple container sizes at the option of the homeowner? Yes, the costs associated with additional carts are listed on page 10 of our response.

4) Monthly charge per household for weekly collection of residential **recyclables** with automated collection. Fee schedule is provided on pages 13 and 14 of the RFP response.

5) What is the initial cost to purchase the containers? The pricing provided includes the contractor purchasing, owning and distribution of one recycling cart per resident. If the Town would like to purchase the recycling carts, the cost would be an estimated \$26,000 and we would then adjust the monthly rates accordingly.

6) What is the size(s) of the containers? 95 gallon standard with an option for 65 gallon. 35 gallon upon special request.

7) Would you be prepared to provide multiple container sizes at the option of the homeowner? Yes, the costs associated with additional carts are listed on page 10 of our response.

8) Monthly charge per household for weekly collection of residential **solid waste** with residents using own containers or bags. N/A, our response is predicated on using carts ordered specifically for this contract.

Is there a (number) bag limit per week? N/A, Only what fits in the cart is allowed at no additional cost. All other bags of materials need to be paid for ahead of collection.

9) Monthly charge per household for bi-weekly collection of residential **recyclables** with residents using own containers or bags. N/A, our response is predicated on using carts ordered specifically for this contract.

10) What is the fee for large items, such as TV's, appliance, furniture, etc.? (You may attach a price list) Please refer to the bulky item pricing listed on page 15 of the RFP response.

11) Please advise any other applicable fees and/or additional services (if any):
We also offer data destruction (shredding) as well as temporary dumpster services. What about fuel surcharge...
Please see RFP response for additional information.

Proposals shall be submitted to: Town of Berry, 9046 State Road 19, Mazomanie, WI 53560

Contact Brenda Kahl, Clerk/Treasurer at 608-767-4152 or twnberry@chorus.net with questions.

**TOWN OF MONTROSE
CONTRACT FOR REFUSE AND
RECYCLING COLLECTION SERVICES
PELLITTERI WASTE SYSTEMS, INC.
AGREEMENT**

The Town of Montrose, a Wisconsin municipal corporation (the "Town"), and Pellitteri Waste Systems, Inc., a Wisconsin corporation (the "Contractor"), agree as follows:

I. GENERAL SPECIFICATIONS

A. Intent

It is the intent of this Agreement to obtain during its term timely and efficient collection and disposal or processing of refuse and recyclables from the properties in the Town.

B. Definitions

For the purposes of this Agreement, definitions of certain items are listed below. Other terms shall be defined within applicable subsections or should be given their commonly accepted definitions.

1. "Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, plastic containers not included as recyclables; crockery and other containers; cold ashes and domestic animal waste; and similar items. For the purpose of this Agreement "refuse" and "solid waste" may be used interchangeably.

2. "Recyclables" or "Recyclable Material(s)" shall mean at a minimum newspaper (ONP); corrugated cardboard; mixed paper, including magazines and catalogs, junk mail, and brown Kraft bags; chipboard; envelopes; other unbleached paper products; coated paper products (i.e. - magazines and catalogs); paper milk and juice cartons; boxboard (i.e. - cereals, cracker, soda boxes, etc.); phone books; office paper; computer paper; paper egg cartons; aluminum foil pans and pie plates; aluminum cans; steel cans (also known as bi-metal or "tin" cans); empty aerosol cans; glass bottles and jars (only after being rinsed); all plastic containers #1 through # 7 (except motor oil containers); dairy tubs; juice boxes and other aseptic packages; plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers; plastic low-density polyethylene (LDPE) containers; plastic polypropylene (PP) containers; plastic polyvinyl chloride and (PVC) containers.

✓

3. "Recycling bins" or "recycling containers" shall mean the 35, 65 or 95 gallon bins provided by Contractor.

4. "Unit" shall mean the following:

a. Any single family dwelling which may be a home or single family portions of a duplex, triplex, or fourplex.

b. For purposes of Refuse disposal pickup, a unit shall also include a business or commercial property which produces not more than one 95-gallon per week. The Contractor may collect refuse in excess of 95 gallons per week from business or commercial properties by agreement with such individual businesses.

c. With respect to collection of recyclables, a unit shall also include any business or commercial property which produces not more than one (1) 95-gallon bin bi-weekly, and may collect recyclables in excess of these amounts by agreement with such individual businesses, with such individual businesses paying all costs of such additional collection.

5. "White Goods" means washers, dryers, refrigerators, freezers, dishwashers, water heaters, stoves, furnaces, microwave ovens, conventional ovens, and similar appliances.

6. "Curbside" shall mean off the street pavement and gutter and within five feet thereof, and not behind or within two feet of a parked car, mailbox or other obstruction.

C. Scope of Work

The Contractor shall be responsible for all performance items per this Agreement, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection from all units and disposal of refuse; and arrangements with processors required to perform and complete the collection from all units and marketing of recyclables.

D. Contract Period and Extensions

This Agreement shall take effect as of January 1, 2015, and shall remain in full force and effect through midnight of December 31, 2021. At the expiration of the initial term of this Agreement, the Town shall have the option to renew this Agreement for one (1) year periods up to an additional five (5) year term, and to negotiate the costs for each one (1) year period this Agreement is extended.

E. Compliance with Applicable Laws

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclables during the term of this Agreement.

F. Taxes, Licenses, Fees, Charges, Permits, and Certificates

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Town or the Contractor in connection with the Contractor's facilities and the services provided under this Agreement. The Contractor shall also pay all tipping fees and charges in connection with the disposal and processing of refuse and recyclables.

Immediately upon the execution of this Agreement, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

\$13.00 per ton is the current Wisconsin Generators Tax and is included within all costs submitted. Pellitteri Waste Systems will be reimbursed for any additional expenses created due to any new or amended laws, statutes, or ordinances that add new or increased environmental taxes or fees or require mandatory collection and/or disposal of refuse other than the manner described in this proposal. Pellitteri Waste Systems is committed to maximizing value to its customers by controlling the costs associated with our services. Any additional governmental taxes/fees or costs that occur during the contract period will be reflected as a separate line item on the Contractor's invoice.

G. Independent Contractor

The Contractor shall be deemed an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and local laws.

H. Equal Employment Opportunity; Americans With Disabilities Act

During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations shall be sufficient reason for termination of this Agreement.

I. Non-Assignment

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any person, firm or corporation without prior written consent of the Town. Such

approved assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

J. Insurance

The Contractor shall carry general public liability insurance with limits of not less than one million dollars (\$1,000,000) for bodily injury, including accidental death, to any one person, and two million dollars (\$2,000,000) per occurrence for each accident. It shall also provide property damage insurance with limits of not less than five hundred thousand dollars (\$500,000) for each accident.

The insurance coverages shall be written with insurance companies acceptable to the Town. All insurance premiums shall be paid without cost to the Town. The Contractor shall furnish to the Town a Certificate of Insurance evidencing the respective insurance coverages for the full contract term, listing the Town as an additional insured party.

The Contractor shall give the Town written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction. The certificate of insurance shall state that the Town shall be notified in the event insurance is cancelled or coverages are decreased.

K. Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement. Caution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and regulations shall be observed including safeguards on machinery and equipment, the elimination of hazards and worker safety training.

In the event of accidents of any kind which involve people and/or private or property in the Town, the Contractor shall immediately notify the Town. Upon request of the Town, the Contractor shall provide an accounting of details and/or copies of written accident reports.

L. Damages

The Contractor shall take all necessary precautions for the protection of property. The Contractor shall be responsible for damages to property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no charge to the property owner or to the Town. If the Contractor fails to repair or replace damaged property, the Town may, after giving the Contractor notice in writing and 30 days to repair or replace, such property as may be deemed necessary at the Contractor's expense. The cost of such repair or replacement shall be deducted from the Contractor's monthly bill. The Town of Montrose will give Pellitteri trucks access to any household covered under this contract and will not hold Pellitteri responsible for any damage to roads required to be used for servicing households covered under this contract. The Town of Montrose will secure and provide

indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways (including private residential areas covered under this contract).

M. Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall conduct itself both in relations with the Town and Town residents in a personable, professional manner. The Contractor should also act in an ethical manner throughout the term of this Agreement.

All employees of the Contractor shall be dressed in a neat, professional like manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated.

N. Non-Performance; Default

A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement which has not been cured within 10 days after written notice from the non-defaulting party describing such breach or failure. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Neither party may recover monetary damages from the other due to a default caused by a force majeure. For purposes of this Agreement, "force majeure" shall mean an event or circumstance beyond the control of and without the fault or negligence of the party claiming force majeure, and shall include abnormal weather conditions, flood, sabotage, riot, insurrection, civil unrest or disturbance, explosion, earthquake, and other similar events.

If the Contractor fails to provide or maintain in full force and effect the insurance coverage required at any time during the term of this Agreement, the Contractor shall be deemed to be in default.

O. Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the Town, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Town may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to any property, in any way resulting from, arising out of, in connection with or pursuant to this Agreement caused by the Contractor, its agents, retailers, employees, or any subcontractors in performance of the

services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Town or its officers or employees in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and hold harmless and defend the Town, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the Town, its agents, or employees.

The Town of Montrose will give Pellitteri trucks access to any household covered under this contract and will not hold Pellitteri responsible for any damage to roads required to be used for servicing households covered under this contract. The Town of Montrose will secure and provide indemnification to Pellitteri from damage to roadways from normal wear and tear in all private roads, alleys or driveways (including private residential areas covered under this contract).

P. Office and Point of Contact

The Contractor shall maintain an office through which it may be contacted directly, where service may be applied for, where the public and the Town personnel may call or send inquiries and complaints, and where the public and the Town personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. These services shall be operated between the hours of at least 8:00 a.m. and 4:30 p.m., Monday through Friday, except during holidays. The Town will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Town for the use of the Town personnel.

Q. Proper Disposal or Processing

1. General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and Municipal laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to the bring refuse to a licensed disposal site. Contractor shall be responsible for the payment of all

tipping fees for refuse. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to suitable processing sites.

All refuse and recyclables collected shall be removed from the Town as soon as collected, but in any event no later than 5:30 p.m. on the date of collection.

2. Refuse Requirements

Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access at its cost to a properly-licensed and permitted landfill of sufficient capacity for the disposal of refuse.

The Contractor has informed the Town that it will transport garbage and refuse to the Dane County Landfill via their Kipp Street station transfer facility. Upon request of the Town, the Contractor shall provide proof that such facilities comply with all laws and regulations. The Contractor may change the disposal location with the written consent of the Town, which consent will not be unreasonably withheld. Any change increase in disposal fees resulting from the Contractor's change in disposal facilities will be born by the Contractor.

3. Recycling Requirements

Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access at its cost to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables or to a market itself. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the storage/processing facility.

The Contractor has informed the Town that it will deliver recyclables to the Kipp Street Single-Stream Recyclable Material Recover Facility in Madison Wisconsin, for shipment to recycling end markets. The Contractor may change the disposal location with the written consent of the Town, which consent will not be unreasonably withheld.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Town's knowledge and authorization.

Contractors shall be required to notify the Director of Public Works if it is readily apparent that a household continually is in violation of the Town's recycling ordinances. The Contractor shall furnish the violator's address and the nature of said violations.

R. Days of Collection

The Town will have bi-weekly refuse collection on Mondays. Recycling collection shall be bi-weekly on the same Mondays as the trash collection. The collection schedule may only be changed with the Town's written consent.

S. Holidays

For the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

The Town agrees to inform residents of the change in schedule due to holidays through local media. The Town requires a two (2) week notice of this change. No other changes in bi-weekly schedule will be allowed without prior written consent of the Town.

T. Hours and Standards of Collection

The Contractor shall not commence work before 6:00 a.m., and shall cease collection by 5:30 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. Failure to comply with the hours of collection as specified above may result in administrative action (see Exhibit V), as determined by the Town.

The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible. The Contractor's crews shall not play radios or other sound amplification devices at volumes which disrupt area residents.

The Contractor shall be responsible for collecting refuse and recyclables from the curbside, including recyclable materials placed in clear plastic bags and placed next to the recycling container. The Contractor shall not be responsible for collection of items that are not placed at the curbside. The Town agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all refuse and recycling carts or bins at each stop to the general location at which they were found. The Contractor shall replace at its own expense, any refuse and recycling carts or bins damaged through negligence or improper handling by the collection crew.

The Contractor shall handle all proper refuse and recycling carts or bins with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews into parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner.

The Contractor shall furnish the Town with a list of any and all household addresses subject to non-collection due to improper preparation of refuse or recycling for any reason.

U. Missed Pick-ups and Complaints

The Contractor shall promptly and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received.

In the event of valid complaints for other incidents, including, but not limited to, spillage, droppings, etc. that are not cleaned up by the crew, the Contractor shall promptly arrange for cleanup within twenty-four (24) hours after notification.

The Town's Public Works Director or his or her designee shall be charged with the responsibility to arbitrate all unresolved service and rate disputes between the Contractor and Town residents. The Director or his or her designee shall have the authority to render a decision that is final and binding on all parties concerned.

V. Vehicles

All vehicles shall be kept in good working order and appearance at all times during the term of this Agreement. All vehicles shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed and leak proof. They shall be operated in a way that no refuse or recyclables blow off the vehicle. Should refuse or recyclables blow off a vehicle, it shall be immediately cleaned.

W. Town Streets Suitable for Collection

Public streets in the Town are suitable for the Contractor's vehicles used in the collection of refuse and recyclables. If the Town prohibits the Contractor from operating its collection vehicles on a public street, Contractor shall not be required to collect on such street.

X. Title to Refuse and Recyclables

Title to all refuse and recyclables shall pass to the Contractor when the materials are placed into the collection vehicle.

Y. Notifications

Official notifications to the Town, whenever required for any purpose under this Agreement, shall be made in writing and addressed as follows:

Town of Montrose
Town Clerk
1341 Diane Avenue
Belleville, WI 53508

Official notifications to the Contractor, whenever required for any purpose under this Agreement, shall be made in writing and addressed as follows:

David Pellitteri
Pellitteri Waste Systems, Inc.
7035 Raywood Road
P.O. Box 259426
Madison, WI 53725-9426

Z. Federal, State and County Laws

The Contractor shall be aware of and comply with the laws, regulations and ordinances of the United States, the State of Wisconsin and Dane County regarding the handling and disposal of refuse, recycling and other materials.

AA. Hauler Transition

Should the Town choose a different hauler at the expiration of this Agreement, the Contractor shall cooperate with the chosen hauler in effecting an orderly transition.

BB. Determination of Dwelling Units

The number of units for billing purposes shall be determined by the Contractor on a monthly basis during the term of this Agreement and reported to the Town in writing. The number of units reported during each month shall be used to determine the billing for the next month.

CC. Severability

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of this contract so long as the material purposes of this Agreement can be determined and effectuated.

DD. Attorney's Fees

In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorney's fees.

EE. Governing Law, Jurisdiction and Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, both as to interpretation and performance. Any references to a specific law in this Agreement shall be considered a reference to any amendment or modification of such law. In addition, any provision required by law shall be deemed to be incorporated herein. The parties consent to the jurisdiction of the Dane County Circuit Court in Dane County, Wisconsin, with

respect to any proceeding arising out of this agreement and agree that any action relating to this Agreement shall be instituted and prosecuted in the Dane County Circuit Court.

FF. Successors and Assigns

This Agreement shall be binding upon the parties, their successors, and assigns.

GG. Entirety

This Agreement and any forms or schedules attached hereto contain the entire contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

HH. Form and Composition of Agreement

The parties assume joint responsibility for the form and composition of this Agreement and no provision shall be construed for or against either party on account of authorship.

II. Annual Meeting

The Town and the Contractor shall hold annual meetings in December to discuss and evaluate conditions and work performance per the contract. The Contractor shall also attend "Specific Issue" meetings as requested by the Town.

II. AUTOMATED COLLECTION

A. Automated Refuse Collection

1. Base Rate

The Town will pay a base rate for automated refuse collection, based upon the collection of one 95-gallon refuse container per unit, bi-weekly. Residents will have the option to choose a 35, 65 or 95-gallon container.

2. Compensation and Charges

Refuse collection payment per unit per month shall be calculated by the base amount including the collection of one (1) unit with a capacity of 95 gallons per dwelling unit bi-weekly, in accordance with the following rate schedule:

AUTOMATED REFUSE COLLECTION

Container Supplied By Contractor	Base Rate
Volume:	35,65,95 Gallon
2015 (price/unit/month)	\$10.19
2016 (price/unit/month)	\$10.34
2017 (price/unit/month)	\$10.49
2018 (price/unit/month)	\$10.64
2019 (price/unit/month)	\$10.79
2020 (price/unit/month)	\$10.94
2021 (price/unit/month)	\$11.09

The Contractor shall invoice the Town on or about the first day of each month for services rendered during that month. Invoices shall be sent to the Town, to the attention of the Deputy Clerk, 1341 Diane Ave, Belleville, WI 53508. Invoices shall be prepared in a form and format that is acceptable to the Deputy Clerk. Invoices shall be paid by the last day of the month.

The Contractor shall include the number of units and the price per unit on every invoice. The Contractor shall notify the Town of additional or deleted residential units as such additions or deletions occur.

If a resident has more trash than will fit inside their cart for servicing, they may contract directly with Pellitteri Waste Systems for a second cart. The resident's annual charge for a second trash cart is \$96.00 annually and the resident will be invoiced in advance for this additional service.

3. Refuse Containers

The Contractor will be responsible for distribution of refuse containers to all units in the Town prior to the January 1, 2015 start date. The Contractor shall deliver requested size containers to all units that returned a cart order form. If no cart order form was received contractor shall deliver 95 gallon containers to those units. The town will address, stamp and mail the cart order forms so that town is assured every household has an opportunity to order the correct size cart up front and with no extra fees. Contractor will provide a self-addressed envelope in the mailer and collect the responses. The cart order form need to be mailed to Pellitteri with any requests by the date on mailer. Every set of carts will include a packet of information regarding services. Any resident that requests a different sized cart after the date on mailer, will be charged a \$25.00 cart swap-out fee and receive the requested sized cart within seven calendar days. This fee will be waived if residents bring their carts to the corporate office during normal business hours.

The containers should be returned to the Contractor in the same condition as of the date of distribution, with reasonable wear and tear. The Contractor will replace any container it

damages at no cost. The resident will be liable for the cost of replacing any container not damaged by the Contractor.

4. Collection Standards

In order for a unit to be collected, each such unit shall be properly prepared. Proper preparation shall mean all refuse is contained within 35, 65, or 95 gallon containers provided by the Contractor and placed in an accessible curbside position, within two feet of the street and not behind or within two feet of a recycling cart, parked car, mailbox, or other obstructions by 6:00 a.m. on collection day.

B. Automatic Recycling Collection

1. Base Rate, Compensation and Charges.

The Town will pay for recycling collection, based upon the collection of one 95-gallon recycling container per unit bi-weekly, in accordance with the following schedule of rates:

AUTOMATED RECYCLING COLLECTION

Container Supplied By Contractor	Base Rate for Bi-weekly Collection
Volume	95, 65, 35 Gallons
2015 (price/unit/month)	\$4.27
2016 (price/unit/month)	\$4.37
2017 (price/unit/month)	\$4.47
2018 (price/unit/month)	\$4.57
2019 (price/unit/month)	\$4.67
2020 (price/unit/month)	\$4.77
2021 (price/unit/month)	\$4.87

2. Recycling Containers

The Contractor will be responsible for distribution of recycling containers to all units in the Town. The Contractor shall deliver requested size containers to all units. The Contractor shall deliver requested size containers to all units that returned a cart order form. If no cart order form was received contractor shall deliver 95 gallon containers to those units. The town will address, stamp and mail the cart order forms so that town is assured every household has an opportunity to order the correct size cart up front and with no extra fees. Contractor will provide a self-addressed envelope in the mailer and collect the responses. The cart order form needs to be mailed to Pellitteri with any requests by date on mailer. Any resident that requests a different sized cart after date on mailer, will be charged a \$25.00 cart swap-out fee and receive the

requested sized cart. This fee will be waived if residents bring their carts to the corporate office during normal business hours.

Residents that have more recyclables than what will fit inside their recycling carts may place extra recyclables in a clear, plastic bag that does not exceed 30 gallons or 50 pounds at no additional charge, with a limit of five additional bags per collection. Bags must be accompanied by the resident's cart.

The containers should be returned to the Contractor in the same condition as of the date of distribution, with reasonable wear and tear. The Contractor will replace any container it damages at no cost. The resident will be liable for the cost of replacing any container not damaged by the Contractor.

3. Single Stream Collection

The Contractor shall collect the recycling "single stream" which means that the resident will not have to separate each different recyclable commodity. Residents will be able to recycle: aluminum, glass, plastic, tin, cardboard, newspaper, junk mail, envelopes, most other mixed paper, and all other recyclables mandated by state statutes as recyclable. A list of accepted items and non-accepted items will be provided to the Town annually for the next service year.

4. Collection Standards.

In order for a unit to be collected, each such unit shall be properly prepared. Proper preparation shall mean all recyclables are contained within 35, 65, or 95 gallon containers provided by the Contractor and placed in an accessible curbside position, within two feet of the street and not behind or within two feet of a refuse recycling cart, parked car, mailbox, or other obstructions by 6:00 a.m. on collection day. The Contractor shall also collect, from residential properties, additional Recyclable Materials placed in clear plastic bags adjacent to the recycling container.

5. Data and Record Collection

The Contractor shall collect data and provide the Town with a monthly status report on the recycling collection containing the information it needs to complete reports required by the Wisconsin Department of Natural Resources.

III. MISCELLANEOUS PROVISIONS

A. Public Education

The Contractor will provide information packets with carts delivered and maintain up-to-date information about the Town of Montrose's collection program on a web page. It will also make program information available on its web site and supply annual calendars.

B. White Goods, Tires and Large Household Items

Contractor shall collect and properly dispose of white goods, fines and large household items in accordance with this section. Property owners must contract Contractor prior to pick-up and prepay by check, cash, or credit card (AE, Visa, MasterCard or Discover). Such items shall be collected in the next available scheduled large item collection day. Items must be at the curb or end of driveway on the collection day. Contractor shall provide these services at the following rates on a per item or per-yard basis:

White Goods, Electronic Waste (Collected at Individual Residences) and Other Bulk Items)

ITEM	2015	2016	2017	2018	2019	2020	2021
White Goods without refrigeration	\$49.00	\$50.00	\$51.00	\$52.00	\$53.00	\$54.00	\$55.00
White goods, with refrigerants	\$59.00	\$60.00	\$61.00	\$62.00	\$63.00	\$64.00	\$65.00
Car Tire, without rim	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00
Car Tire, with rim	\$27.00	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00
Truck Tire, without rim	\$27.00	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00
Truck Tire, with rim	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00	\$38.00	\$39.00
Additional Refuse, per cubic yard	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00
Additional 30-Gallon Bag Refuse	\$3.40	\$3.60	\$3.80	\$4.00	\$4.20	\$4.40	\$4.60
Construction and Demolition Waste, per cubic yard	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00	\$35.00
Furniture, fixtures, other	\$35.00	\$36.00	\$37.00	\$38.00	\$39.00	\$40.00	\$41.00
Electronics, Computers	\$45.00	\$46.00	\$47.00	\$48.00	\$49.00	\$50.00	\$51.00

The Contractor shall be responsible for scheduling, billing and collecting payment for these services.

C. State of Emergency Declarations

The Contractor will provide three 20-yard dumpsters, free of charge, upon request of the Town for emergency clean up if the Town declares a state of emergency. Contractor will also guarantee the Town the continued availability and use of three 20-yard dumpsters to load and refill normal rates during the emergency period.

D. Condominiums.

The Contractor shall provide dumpsters, recycling containers and collection, transportation, disposal and recycling services as reasonably needed to provide refuse and recycling collection service to the condominiums located on non-public streets only if the owner's association will provide a letter of indemnification for damage to privately-controlled streets.

E. Fuel Price Fluctuations

Please see attached table for fuel reduction/surcharge fluctuations.

F. Hazardous and Toxic Wastes

This Agreement does not cover the collection or disposal of hazardous or toxic waste, as defined by law. Any section or agreement by the Contractor to collect, transport, or dispose of any hazardous or toxic waste shall be the sole and exclusive responsibility of the Contractor and the generator of such waste. The Contractor shall immediately notify the Town and the appropriate federal, state and county officials of any violation or suspected violation of any law relating to hazardous or toxic waste by any person or unit within the Town.

G. Early Termination

This Agreement may be terminated by either party on 90 days' written notice, if the other party has defaulted; provided, however, no termination shall be effective unless the defaulting party has been given written notice of the default and failed to cure the default within 10 days of such notice.

H. Assignment

The Contractor may assign its rights and obligations only with the Town's prior written consent, which shall not be unreasonably withheld. The Town may, among other things, require the assignee to execute an agreement assigning the obligations under this Agreement and to provide additional security.

I. Contractor Contact Information

Contact Name: David Pellitteri
Contractor Name: Pellitteri Waste Systems, Inc.
Street Address: 7035 Raywood Road
City, State, and Zip Code: Madison, WI 53711
Telephone: 608/257-4285
After Hours Telephone: 608/257-4285
Email address: davidp@pellitteri.com

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signature page follows.]

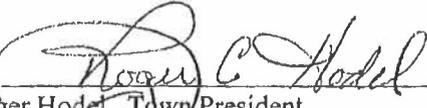
Fuel Reduction/Surcharge Table

Fuel Price	Reduction
\$2.50 - \$2.54	\$0.49
\$2.55 - \$2.59	\$0.46
\$2.60 - \$2.64	\$0.44
\$2.65 - \$2.69	\$0.41
\$2.70 - \$2.74	\$0.39
\$2.75 - \$2.79	\$0.37
\$2.80 - \$2.84	\$0.35
\$2.85 - \$2.89	\$0.32
\$2.90 - \$2.94	\$0.29
\$2.95 - \$2.99	\$0.27
\$3.00 - \$3.04	\$0.24
\$3.05 - \$3.09	\$0.23
\$3.10 - \$3.14	\$0.20
\$3.15 - \$3.19	\$0.18
\$3.20 - \$3.24	\$0.15
\$3.25 - \$3.29	\$0.13
\$3.30 - \$3.34	\$0.11
\$3.35 - \$3.39	\$0.09
\$3.40 - \$3.44	\$0.06
\$3.45 - \$3.49	\$0.04

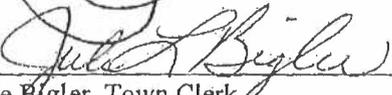
Fuel Price	Surcharge
\$3.50 - \$3.54	N/A
\$3.55 - \$3.59	N/A
\$3.60 - \$3.64	N/A
\$3.65 - \$3.69	N/A
\$3.70 - \$3.74	N/A
\$3.75 - \$3.79	N/A
\$3.80 - \$3.84	N/A
\$3.85 - \$3.89	N/A
\$3.90 - \$3.94	N/A
\$3.95 - \$3.99	N/A
\$4.00 - \$4.04	\$0.04
\$4.05 - \$4.09	\$0.06
\$4.10 - \$4.14	\$0.09
\$4.15 - \$4.19	\$0.11
\$4.20 - \$4.24	\$0.13
\$4.25 - \$4.29	\$0.15
\$4.30 - \$4.34	\$0.18
\$4.35 - \$4.39	\$0.20
\$4.40 - \$4.44	\$0.23
\$4.45 - \$4.49	\$0.24
\$4.50 - \$4.54	\$0.27
\$4.55 - \$4.59	\$0.29
\$4.60 - \$4.64	\$0.32
\$4.65 - \$4.69	\$0.35
\$4.70 - \$4.74	\$0.37
\$4.75 - \$4.79	\$0.39
\$4.80 - \$4.84	\$0.41
\$4.85 - \$4.89	\$0.44
\$4.90 - \$4.94	\$0.46
\$4.95 - \$4.99	\$0.49

Surcharge/Reduction is a per home charge/credit
 If fuel exceeds \$5.00 per gallon or drops below \$2.50 per gallon,
 hauler will extend fuel table using same pattern

TOWN OF MONTROSE

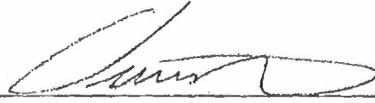
By 
Roger Hodel, Town President

10/7/2014
Date

By 
Julie Bigler, Town Clerk

10/8/2014
Date

PELLITTERI WASTE SYSTEMS, INC.

By 
David A. Pellitteri, Vice President

8/20/14
Date