

AGREEMENT

Processing of Recyclables

This Agreement is made and entered into this 13th day of July, 2022 pursuant to **JOHNS DISPOSAL SERVICE, INC.** proposal, dated May 25, 2022, submitted in response to a solicitation for proposals, RFP #22-004, for receiving, processing, and marketing recyclables, between **JOHNS DISPOSAL SERVICE, INC.**, hereinafter referred to as the "Processor" and the **CITY OF WEST ALLIS**, Wisconsin, hereinafter referred to as the "City."

The Processor agrees to furnish all labor, materials, and equipment necessary for the processing and marketing of 'single-stream recyclables' delivered by the City to 7311 Omega Circle, Norway Township, WI.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree:

A. That the following materials shall be included:

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

B. Term and value of this contract shall be as follows:

1. Term. This contract of said services shall commence on August 1, 2022, and terminate on July 31, 2025, unless terminated sooner under the terms of this contract. This contract shall renew annually under the same terms unless one party has given notice of cancellation to the other party at least 90 days prior to the commencement of a renewal period.
2. Payment Amount. On the last day of each month, the Processor shall apply the formula described in Paragraph 3 and provide a report to the City stating either 1) the amount of the payment to be made to the City or 2) an invoice requiring payment by the City.
3. Formula: The total payment amount shall be equal to 80% of the value of the single-stream recyclable materials (as determined in 3.a. and 3.b.) delivered to the Processor's facility in the Town of Norway, minus the cost to process (as determined in 3.c.). If that calculation results in a positive number, that amount shall be paid by the Processor to the City. If that calculation results in a negative number, that amount shall be paid by the City to the Processor. The report shall substantially resemble the example attached and identified as Schedule A. The value of the material will be determined as follows:
 - a. The Mixed Paper and Corrugated (OCC) values are based on the posted OBM PPI Pulp & Paper Week. High side of the Chicago (Midwest/Central) pricing will be applied. Johns Disposal's processing facility produces a mixed paper grade.

- b. The values for containers will be based on the month's first posed prices using current average commodity pricing from the following market index: www.recyclingmarkets.net. Chicago (Midwest/Central) pricing will be applied. Separate values will be used for the following:
- Steel Cans (Densified) and pots and pans
 - Aluminum Cans (Baled)
 - Plastic PET (Baled)
 - Plastic Natural HDPE (Baled)
 - Plastic Colored HDPE (Baled)
 - Plastic #3 - #7 and mixed bulky rigid plastic will be at no value. If markets change, resulting in a positive value for these plastics, we will rebate the City based on receipt of sale.
 - Glass will be fixed at \$-16.00 per ton for the first year of the agreement. The \$-16.00 per ton price is subject to an annual increase up to Consumer Price Index (CPI). Reliability of glass processors in Wisconsin is very limited. In the event of glass processors not accepting glass, Johns Disposal reserves the right to increase the glass rate to the rate of residue for the duration that glass is landfilled.
 - Residual Waste will be fixed at \$-42.50 per ton for the first year of the agreement. The \$-42.50 per ton price is subject to an annual increase up to CPI. Any landfill taxes or fees instituted by a government after May 25, 2022 are not included and will be the responsibility of the City.
- c. In the first year of the Agreement, the cost of processing will be \$93.00 per ton. The processing cost will increase once annually by CPI on the contract anniversary.
- d. This agreement includes all of the single-stream material collected by the City from all residential properties included in the City's recycle program.
- e. The Processor will periodically determine the breakdown of materials and allowing City representatives to inspect and review the results.
4. Payment Timing. Any payments due between the parties shall be made within 30 days of the last day of each month.
5. Monthly Reports and Invoices. The Processor shall keep a record of total weights of each category of recyclable collected from the City and report those totals to the City on a

monthly basis. A report will be included each month that details the value of the material minus the cost of processing.

C. Special provisions of this Contract shall include:

1. Legal Compliance. The Processor agrees to sort, process, and market all recyclables in compliance with current State recycling laws.
2. Cost Variance. The Processor acknowledges the cost to process recyclables may vary pending on labor costs to process.
3. Hours of Operation. The City may deliver material from 5:00am to 7:00pm Monday thru Saturday. The facility will be closed on holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
4. Reimbursement. The Processor agrees to reimburse the City for its extra cost of labor and mileage if the facility is closed or not accepting contracted material from the City during normal hours of operation.

D. General provisions of this Contract shall include:

1. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin.
2. Each provision of this Agreement is severable. Should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by any reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.
3. The Processor, in executing this Agreement, acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any matter not expressed herein. The Processor acknowledges that the City has relied upon the proposal submitted by the Processor and has awarded the Agreement in reliance thereon.
4. The Processor shall purchase and maintain, for the duration of this Agreement or extension(s) of this Agreement as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property, any of which arises from or occurs in connection with the performance of the work. The type and amount of coverages, deductibles or self-insured retentions, and endorsements shall be approved by the City. The current certificate of insurance is attached to this agreement. Appropriate endorsements shall be provided, maintained, and approved by the City.

5. Disputes by either party as to the applicability of this contract's provisions including quality or content of delivered materials, non-recyclable residues, recordkeeping, or the accuracy of applicable determinations or calculations, shall require notice to the other party in writing (notice via electronic mail is acceptable if acknowledged and accepted by other party). Parties shall make best efforts to resolve such disputes within ten (10) business days. If not resolved, either party may seek such other redress as may be available, including mediation of such dispute if acceptable to both parties.
6. Excused Non-Performance. If a party is unable, in whole or in part, to punctually carry out its obligations under this Contract because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be extended on a day-by-day basis during the continuance of the delay caused by such event. The party claiming the Force Majeure Event shall use reasonable efforts to remedy such Force Majeure Event as promptly as commercially practicable after such event occurs and at the time that it is no longer applicable. The party affected by the Force Majeure Event shall give the other party notice as soon as commercially practicable (but not later than 15 working days) after such event occurs, at 30-day intervals during any continuation of such incident, and at the time that it is no longer applicable. Notice shall state with particularity the nature of the claimed event and provide a reasonable estimate of the length of any delay in the fulfillment of obligations under this Contract. If a Force Majeure Event lasts for more than 60 calendar days, the party not claiming the Force Majeure Event may terminate this Contract immediately upon providing written notice to the other party. "Force Majeure Event" means the occurrence of an act of God; unusual governmental restrictions, regulation or control (through no fault of a party); or war, riot, fire, drought, flood, explosion, natural disaster, national emergency, or other circumstances, whether or not similar in nature, beyond the reasonable control of the party seeking to be excused from performance hereunder; provided, however, economic conditions do not constitute a Force Majeure Event, and a Force Majeure Event will not relieve a party of its payment obligations.
7. This Agreement constitutes the entire Agreement between the parties. No modification, amendment, alteration, revision, or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

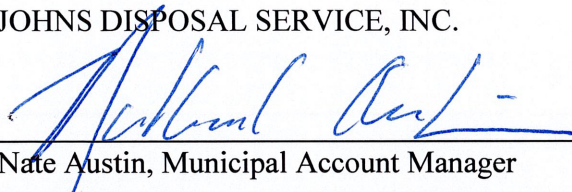
E. Contact Information:

For the City: David Wepking
 Director of Public Works
 6300 W. McGeoch Avenue
 West Allis, Wisconsin 53219
 dwepking@westalliswi.gov - 414-302-8832

For the Processor: Nate Austin
Municipal Account Manager
Johns Disposal Service, Inc.
107 County Road U
Whitewater, Wisconsin 53190
nate@johnsdisposal.com - 262-473-4700

Dated and effective as of the date signed by the City Below.

JOHNS DISPOSAL SERVICE, INC.



Nate Austin, Municipal Account Manager

7/19/22

Date

CITY OF WEST ALLIS, WISCONSIN

Dave Wepking Digitally signed by Dave Wepking
Date: 2022.07.18 13:54:00 -05'00'

Dave Wepking, Director of Public Works

Date

COMPTROLLER'S CERTIFICATE

Countersigned this 15th day of 2022.
I certify that the necessary funds have or will be provided to
pay the liability that may be incurred under this Agreement.

Jason Kaczmarek Digitally signed by Jason
Kaczmarek
Date: 2022.07.15 16:08:56 -05'00'

Jason Kaczmarek, Director of Finance / Comptroller

7/15/2022

Date

APPROVED AS TO FORM:

Kail Decker Digitally signed by Kail Decker
Date: 2022.07.18 13:12:44 -05'00'

Kail Decker, City Attorney

7/18/22

Date

Johns Recycling Rebate Report - July 2022 - Schedule A

City of West Allis

Single Stream	Breakdown	Tons	Price for July 2022	Value
Mixed Paper	43.51%	0.44	\$90.00	\$39.16
Cardboard	16.47%	0.16	\$155.00	\$25.53
#1 Plastic	3.57%	0.04	\$680.00	\$24.28
#2 Natural HDPE	1.06%	0.01	\$950.00	\$10.07
#2 Colored HDPE	1.18%	0.01	\$510.00	\$6.02
#3-7 Plastic	0.97%	0.01	\$90.00	\$0.87
Rigid Plastic	0.42%	0.00	\$90.00	\$0.38
Tin Cans	2.32%	0.02	\$27.50	\$0.64
Al Cans	0.75%	0.01	\$1,850.00	\$13.88
Residual	10.00%	0.10	(\$42.50)	(\$4.25)
Glass	19.75%	0.20	(\$16.00)	(\$3.16)
Total Tons Single Stream	100.00%			\$113.41
				80% Revenue Share
				Processing @ \$93/ton
				\$90.72
				\$93.00
				Total Rebate / Charge
				(\$2.28)

Total Tons Single Stream
1

Per Ton: (\$2.28)

Report completed by:
 Johns Disposal Service, Inc.
 PO Box 329
 Whitewater, WI 53190
 262 473 4700