



**Minutes**  
**Committee #4**

**Recycling, Computerization, Building, and Intergovernmental Services**

**Committee #4 met Monday, November 30, 2015 at 5:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: Chuck Hull, Paul Nadreau, and Paul Olson

Mayor/Other Council Members present: Mayor Greg Hoffman

Others present: City Attorney Bob Ferg, Finance Manager/Treasurer Lynne Bauer, City Clerk Bridget Givens, Joe Craven of ProVyro, Amy Mason, and Scott Tambornino

The meeting was called to order at 5:00 pm.

- 1. Discuss and consider agreement between the City of Chippewa Falls and ProVyro Waste Services, LLC for curbside collection of residential recycling. Possible recommendations to the Council.**

Councilor Hull gave an overview of the previous contract with Normacycle and indicated the proposed contract with ProVyro is very similar. The draft contract was reviewed and minor modifications were made. Primary discussion focused on the need for a performance bond on the part of ProVyro. The request for proposal put together by SEH indicated that a performance bond may be required. Options were discussed with the Committee ultimately opining that a \$100,000 performance bond was needed. This would result in an additional cost not to exceed \$0.10 per household, per month which would still result in ProVyro being the low bidder.

**Motion by Nadreau/Olson** to recommend Council approve the contract agreement between the City of Chippewa Falls and ProVyro Waste Services, LLC as amended. **All present voting aye, motion carried.**

- 2. Review per capita recycling fees based upon new contract with ProVyro Waste Services, LLC. Possible recommendations to the Council.**

Finance Manager Bauer provided a handout and reviewed the details thereon relative to the estimated costs of recycling services. As services are billed for the previous quarter, the City will not be recouping the actual costs of the recycling increase until the spring. Any grant funds which may be received will be used to offset those costs. The quarterly recycling rate will go from \$9.15 to \$14.16 per household.

No action taken.

- 3. Discuss and consider proposed carts to be used for residential recycling. Possible recommendations to the Council.**

A sample bin was available for the Committee to view and the pros and cons of the bin size were discussed. The bins will have a green lid, marked recycling only with the standard recycling logo.

**Motion by Olson/Hull** to recommend Council approve the proposed carts to be used for residential recycling. **All present voting aye, except Nadreau who voted nay, motion carried.**

**4. Adjournment**

**Motion by Olson/Nadreau to adjourn at 6:30 pm. All present voting aye, motion carried.**

Minutes submitted by:  
Chuck Hull, Chair

**CONTRACT AGREEMENT BY AND BETWEEN  
THE CITY OF CHIPPEWA FALLS AND PROVYRO WASTE SERVICES, LLC**

**THIS CONTRACT** is between the City of Chippewa Falls (hereinafter called the “City”) and ProVyro Waste Services, LLC (hereinafter called the “Contractor”).

**WITNESSETH**, that the Contractor and the City for the consideration stated herein agree as follows:

**I. Term**

This contract shall take effect on January 1, 2016 and remain in full force and effect for five (5) years through midnight of December 31, 2020.

**II. Scope of Work**

**The Contractor shall:**

- 1) provide everything for the work required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, recycling carts, expendable equipment and supplies, vehicles, transportation services, and storage or working space required to perform and complete the collection and transfer of recyclables to Eagle Waste and Recycling as required by the contract documents.
- 2) provide a sample of the recycling carts which must be approved by City Committee #4 before they can be used. Failure to provide satisfactory carts shall result in a termination of this contract.
- 3) deliver new recycling carts to all households using the City utility listing for addresses. Deliver additional carts to households that request them at a rate of \$50 per cart for a one-time fee.
- 4) deliver recycling cart to each resident that does not have a recycling cart. NOTE: All carts must be of the type approved by Committee #4.
- 5) provide a list of cart recipients within 72 hours of completion of each route (Attachment A).
- 6) provide cart replacement to residents on an ongoing basis as needed. Contractor will negotiate with the homeowner in circumstances where a cart is damaged due to misuse, negligence or theft.
- 7) provide a list of cart replacement recipients within 72 hours of completion of each route (Attachment A)
- 8) provide sufficient 95-gallon recycling carts that meet the specifications from Rehrig Pacific Company – ROC-95.
- 9) provide phone log within 72 hours with resolution to each call that was received at the city recycling office and the contractor’s office.
- 10) provide every other week curbside household recycling services to all city residents using the routes and days as approved by the Recycling Coordinator. All recyclables shall be collected between the hours of 6 a.m. – 6 p.m.

**Facilities to be collected from:**

- A. All single family homes.
- B. 2-4 unit residential dwellings.
- C. Mobile home parks.
- D. Recyclables are to be collected at the curb, except if the residents' physical abilities do not allow them to place recyclables at the curb. Residents who are unable to place recyclables at the curb will notify the Recycling Coordinator who will make arrangements with residents to pick up recyclables at the door. Those residents currently receiving walk-up services are provided as Attachment B.
- E. Recyclables must be picked up in the alleys where 1-4 residential units are located in the business district. Contractor must furnish equipment suitable for use in alleys.
- F. Recyclables may be picked up in the alleys throughout the City at ProVyro's discretion.

**Items to be collected under this contract:**

Recyclables shall be collected single stream. No separation is required.

- A. Corrugated Cardboard – all uncoated corrugated cardboard.
- B. Box/gray board including cereal, snack and tissue boxes, egg cartons, beverage containers, paper roll cores.
- C. Newsprint – All newspaper materials including inserts.
- D. Aluminum – All food and beverage containers including foil.
- E. Tin Cans – All food and beverage containers.
- F. Glass – All food and beverage containers. Clear, brown, and green glass.
- G. Aseptic and gable-top cartons.
- H. All rigid plastic food and beverage and household cleaner containers.
- I. Bulky plastic items
- J. Magazines/catalogs/phone books.
- K. Paper grocery bags, junk mail, mixed paper, and shredded paper.
- L. Other metals – easy to handle metal items such as small car parts, short pipes, faucets, tools, bike parts.
- M. Any other items mandated by the DNR through regulation, rules or by statutes throughout the term of this contract.

- 11) provide a signed monthly tonnage report which summarizes the weight of each type of mandated recyclable item as referred to above A-H. The report shall be filed the 7<sup>th</sup> day of the following month and shall contain the name and address of the firm where the recyclables are marketed.
- 12) provide a signed yearly tonnage report compiled on a monthly basis which summarizes the weight of each type of mandated recyclable item as referred to above A-H. The report shall be filed by January 15<sup>th</sup> of the following year.
- 13) be accountable and report when and where each type of recyclables are either marketed or delivered to the County designated materials recovery facility as required by NR 544.16.
- 14) unloading or stockpiling any materials must comply with DNR regulations.

### **Collection Standards:**

- 15) furnish sufficient numbers of vehicles and personnel to accomplish the work within this contract period, irrespective of adverse conditions, breakdowns or similar hindrances.
- 16) endeavor to work with as little noise, disturbance, and disruption to residents as possible. The Contractor's crews shall not play radios, tape players, or other sound amplification devices at volumes which disrupt area residences.
- 17) collect recyclables approved for collection under this contract at the curbside or alley from each stop as designated. There shall be no limit to the number of recycling carts that a household may place at the curbside to be collected by the Contractor. The Contractor shall only collect from carts provided by the recycling contractor.
- 18) return all recycling carts at each stop to the general location at which they were found, except that carts shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace, at its' own expense, any recycling carts damaged through negligence or improper handling by the collection crew. The Contractor shall not throw, drop, or toss carts. The Contractor shall handle all recycling carts with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up recyclables that have blown, fallen, leaked or been scattered from bags, bins, or other containers through no fault of the collection crew.
- 19) provide a tagging system for items that are not recyclable. On the tag must be an explanation as to why the recyclables were not picked up, including, but not limited to, contaminants, improper preparation, materials not accepted in program, refuse and/or yard waste mixed with recyclables, and the like. Unaccepted or contaminated recyclable materials shall be returned to the cart and shall not be left on the street or parkway. NOTE: The City's recycling brochure is not a replacement for the Contractor's tagging system.
- 20) It is the intent of this contract that recyclables shall be recycled, and not landfilled or incinerated. No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the City's knowledge and authorization. Should such disposal occur without the City's knowledge and authorization, it shall, at the City's option, result in termination of this contract and/or reimbursed compensation to the City. Upon request of the City, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the City.
- 21) notify the City if it is readily apparent that a household continually is in violation of the City's mandatory recycling ordinance. The Contractor shall furnish violator's address and the nature of said violations to the Chippewa County Recycling Program 711 N. Bridge Street, Chippewa Falls, WI 54729.
- 22) establish and maintain a manned office and phone through which it may be contacted directly, where service may be applied for, where the public and City personnel may call in or send inquiries and complaints, and where the public and City personnel may send and receive information either through personnel delivery or through delivery by the U. S. mail service. The manned phone service shall be

equipped with sufficient telephones, and have a responsible person in charge during collection hours. The manned phone service shall be operated between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, except holidays or other days when City Hall is closed, or as may be otherwise directed by the City. All phone calls shall be returned within 48 business hours. A telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City's personnel. The provisions of this paragraph may be modified only with the express prior approval of the City's Committee #4 and then only upon such other terms as specified by Committee #4. If Contractor acts contrary to this paragraph without the express prior approval of Committee #4 it shall be deemed by both parties to be a basis for immediate termination of this contract.

- 23) Design and deliver a postcard to residents announcing the change in recycling hauler and schedule for cart delivery by December 10, 2015.
- 24) Design and deliver a door hanger by January 1, 2016 notifying residents of the service provider change and route information.
- 25) During the contract transitional period (January 1, 2016 through February 29, 2016), ProVyro will set up a hotline for residents with questions regarding the new services and guidelines. The hotline will be open weekdays from 7 a.m. to 7 p.m. After the transitional period, normal office/calling hours of 8:30 a.m. to 4:30 p.m. will resume.
- 26) Contractor shall provide by either electronic means or written means to the City all citizen contacts or complaints by date, time and issue raised, and also information on the handling or resolution of each such contact within 72 hours of each such contact.
- 27) Contractor shall provide weekly log sheets to the City which differentiate between deliveries of "replacement or additional carts" and carts that have been requested and delivered to new residents moving into the community. Contractor shall provide a copy of the City's recycling brochure to each new residents requesting a recycling cart.
- 28) within thirty days of signing this contract, Contractor shall secure and provide evidence of a performance bond by delivering to the City a copy of the declarations page. Added cost for the premium shall not exceed \$0.10 per household per month.
- 29) upon request from the City provide any equipment or vehicles to City personnel or to designated agents or service providers of the City for the purposes of inspection and testing. This may include weighing and measuring but is not limited to that.
- 30) shall, upon demand by the City, furnish proof of all insurances, licenses, and permits held by Contractor.
- 31) Contractor is hereby required to keep all insurances contracts, licenses and permits in full force and effect at all times. Failure to comply with this provision shall be deemed to be grounds, by itself, to have the contract declared in default and terminated, without notice or opportunity to reinstate or take other corrective action. Serious financial consequences can ensue for the City even in the event of a short lapse in coverage or of having licenses and permits in full force and effect. Accordingly, lapses in keeping all insurance contracts, licenses and permits in full force and effect shall likewise be deemed an act of default and deemed to be grounds, by itself, to have the contract declared in default and immediately terminated, without notices or opportunity to reinstate or take other corrective action.

**The City shall:**

- 1) upon request, provide a list of City of Chippewa Falls addresses to the recycling contractor.
- 2) provide a list of residents currently receiving walk-up services. (Attachment B)
- 3) retain the right to direct Single Stream Residential Material to a Processor identified by or contracted with the City.
- 4) shall retain ownership of the Single Stream Residential Mix delivered to a Processor until it is accepted by a Processor.
- 5) A processor shall acquire ownership of the Single Stream Residential Mix upon its acceptance of the delivery from the City.
- 6) have the right to visit and inspect the storage and transfer, locations during regular business hours with reasonable notice, along with County and DNR officials.
- 7) be responsible for designing and delivering a recycling brochure describing the recycling program and listing the telephone number of the Contractor and the City Recycling Office on the brochure.
- 8) ensure that the Recycling Coordinator provides to Contractor a log or copy of all City residents who have made telephone contact with the Recycling Coordinator and provide the address, phone number, and issue raised within 72 hours of each contact being made.

**Non-performance; Default; Termination**

If the Contractor fails to distribute carts, observe the established schedule of service for more than (2) consecutive working days, and if such, lack of observance is not due to extreme weather conditions, strikes, civil disorders, other acts of God, or circumstances beyond the control of the Contractor that prevent the timely accomplishment of its obligations or produce the required reporting documentation, then the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If, in the City's sole judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to correct such defective performance within 2 business days, not counting the day of giving the notice. If at the end of the 2 business day period, the Contractor has not made the necessary corrections, the City may take such steps as are necessary to furnish services or otherwise perform according to the requirements provided for in this contract. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The City further reserves the right to terminate this contract for such non-performance. Any other termination provision in this contract which is more specific supersedes this paragraph.

**Taxes, Licenses, Permits and Certificates**

The Contractor shall pay its sales, use, property, income, and other taxes that are lawfully assessed on the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the execution of this contract, 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, at its own expense, with all requirements of such permits, licenses, and certificates of authority to operate in the City, 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 contract. Failure to comply with any of these requirements shall be considered a default under this contract and subject the Contractor to immediate termination without notice or opportunity for correction.

### **III. Contract Price**

The City shall pay the Contractor for the performance of this contract at a fixed rate of \$3.66 per household per month (January 1, 2016 through December 31, 2020). The number of households will be determined by the City utility records and will be adjusted annually. This price includes sufficient 95-gallon recycling carts to be provided by the hauler. Initial delivery of one 95-gallon recycling cart for each serviced address. Payments to the Contractor will be made in equal monthly installments based on the contract price and will be paid approximately 3-5 business days after the second City Council Meeting of each month.

### **IV. Component Parts of the Contract Documents**

The Contract documents shall include the following documents, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

- The Request for Proposals for Curbside Collection and Marketing of Recyclables for the City of Chippewa Falls, Wisconsin.
- The Contractor Basic Proposal dated September 18, 2015.
- The Performance Bond
- This Instrument
- Any addenda or changes to the foregoing documents agreed to by the parties hereto. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

### **V. Contractor's Representations**

The Contractor has familiarized himself with the nature and extent of the component parts of the contract documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect contract cost or work performance.

This contract is intended to conform in all respects to applicable statutes of the State of Wisconsin, and if any part of any provision of this contract conflicts therewith, the statute shall govern.

The parties hereto, having read and understood the entirety of this agreement and all attachments, hereby affix their duly authorized signature.

**VI. Non-Assignment**

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

PROVYRO WASTE SERVICES, LLC

CITY OF CHIPPEWA FALLS:

\_\_\_\_\_  
By: Joe Craven, Owner

\_\_\_\_\_  
By: Gregory Hoffman, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Lynne R. Bauer, Finance Manager/Treasurer

\_\_\_\_\_  
Date



**ATTACHMENT B**  
**LIST OF ADDRESSES FOR WALK-UP RECYCLING SERVICES**

1. 1030 Pumphouse Road, Apt. 3
2. 700 "A" Street
3. 836 Macomber Street
4. 1033 Cedar Street
5. 505 Westwood Drive
6. 1038 W. Cedar Street
7. 745 "A" Street
8. 435 N. State, Villa Riva Trailer Court, #2
9. 155 Amstar Drive
10. 1422 Wheaton Street
11. 726 Maple Street
12. 562 E. South Avenue
13. 223 W. Grand Avenue
14. 522 W. Cedar Street
15. 524 Maitland Drive, Apt. 51
16. 914 Front Street
17. 37 E. Columbia Street
18. 719 Maple Street

CITY OF CHIPPEWA FALLS - COMMITTEE #4 DISCUSSION - NOVEMBER 30, 2015

2016 ESTIMATED COSTS FOR RECYCLING GRANT PURPOSES

Salaries/Wages	\$33,656	City yard-waste employee cost \$18,656; \$15,000 Utility employee costs
Consulting/Prof Svc	\$9,535	Renee Yohnk-Chippewa County Recycling Coordinator Fee
Purch. Services - Other	\$227,684	Pro-Vryo-\$218,684; chipper contract \$9000
Office Supplies (postage)	\$1,200	Postage for mailing brochures
Hourly Equipment Use Chgs	\$11,431	DOT Equipment rates/charges
TOTAL COSTS	\$283,506	2016 Estimated Costs
2016 PER QUARTER RATE	\$13.86	(Old Rate \$9.15)

Committee #4 Discussion:	\$0.10	Require performance bond and add .10 per household
	\$6,143	Additional fees collected for performance bond costs

UPDATED 2016 RATE PER QTR	\$14.16	
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