

**Windsor Town Board
RESOLUTION 2015-17**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
DISPOSAL OF YARD WASTE**

WHEREAS, the Town of Windsor (Town) collects and temporarily stores yard wastes generated by properties within the Town, and is in need of a contractor to haul and dispose of that yard waste; and

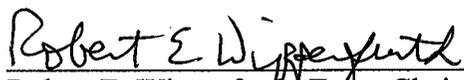
WHEREAS, Tricor Transit, Inc. owns and operates a trucking business and has the equipment and personnel to haul and dispose of the yard wastes collected by the Town; and

WHEREAS, the Town and Tricor have negotiated the terms and conditions under which Tricor Transit, Inc. will provide services to the Town;

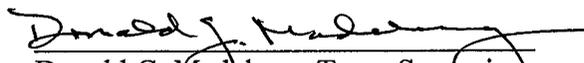
NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Windsor that it hereby approves engagement of Tricor Transit, Inc. to haul and dispose of yard waste in accordance with the agreement attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted at a regular meeting of the Town Board of the Town of Windsor, Dane County, Wisconsin, on the 31st day of March, 2015, by a vote of 5 in favor 0 opposed and — abstentions.

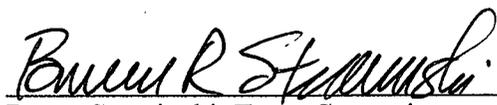
Town of Windsor



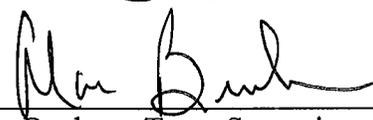
Robert E. Wipperfurth, Town Chairperson



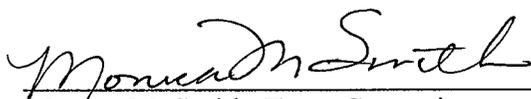
Donald G. Madelung, Town Supervisor



Bruce Stravinski, Town Supervisor



Alan Buchner, Town Supervisor



Monica M. Smith, Town Supervisor

Attest:


Christine Capstran
Clerk

AGREEMENT

This agreement is made this 31st day of March, 2015 by and between the Town of Windsor, a corporate body and politic organized under Wis. Stat. ch. 60. (herein the "Town") and Tricor Transit, inc., a Wisconsin corporation (herein "Tricor").

WHEREAS, the Town collects and temporarily stores yard wastes generated by properties within the Town, and is in need of a contractor to haul and dispose of that yard waste; and

WHEREAS, Tricor owns and operates a trucking business and has the equipment and personnel to haul and dispose of the yard wastes collected by the Town; and

WHEREAS, the Town and Tricor have negotiated the terms and conditions under which Tricor will provide services to the Town and the parties wish to memorialize their agreements by this instrument;

NOW, THEREFORE, for and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Scope of work. Tricor shall deliver empty 30 cubic-yard dumpsters to the Town's Yard Waste facility, located at 4035 Mueller Road in the Town, and remove those dumpsters after they have been filled with grass clippings, leaves, chipped brush and other organic waste materials. The Town shall load said materials into the dumpsters, and notify Tricor when they are ready for removal. Tricor shall remove the dumpsters, and dispose of said waste materials in any lawful manner. Tricor shall provide all labor, materials, tools, equipment, plant and supervision necessary in the performance of such services.
2. Scheduling. Tricor shall provide dumpster service to the Town facility as directed by the Town according to a schedule mutually agreed upon by Tricor and the Town's Director of Public Works. Notwithstanding any such schedule, Tricor shall also pick up filled dumpsters no later than the second business day after a request is made to Tricor by the Town. In general, the Town will request empty-dumpster delivery on Monday and Wednesday mornings, and filled-dumpster removal in the afternoon of the same day. The town shall, at all times, retain the right to retain, use or otherwise dispose of any amount of yard waste materials, and shall notify Tricor of any materials to be left at the collection facility prior to the next pick up date.
3. Loading. The Town shall provide all labor, materials, tools, equipment, plant and supervision required to fill the dumpsters prior to removal.
4. Term and Termination. This agreement shall take effect on the 31st day of March, 2015 and shall continue in effect until terminated as provided herein. Either party may terminate this Agreement effective ninety (90) days after delivery of written notice of termination to the other party.
5. Compensation. For and in consideration of the services to be provided by Tricor hereunder, the Town agrees to compensate Tricor at the rate of \$120.00 per dumpster load of not less than 30 cubic yards of waste materials. Tricor shall invoice the Town on a weekly basis, and all invoices shall be due and payable within 30 days following the issuance of the invoice.

6. Ownership of Waste Materials. Tricor shall be deemed the owner of the waste materials collected under this Agreement immediately upon their departure from the Towns' yard waste collection facility. Tricor shall be solely responsible for the proper hauling and disposal thereof, and shall have the sole right and responsibility for determining the proper disposition thereof. The Town shall have no right to share in any revenues generated by Tricor from the sale of any such materials.

7. Entire Agreement. This agreement supersedes all prior agreements and understandings between the parties, and may not be changed or terminated orally. No change, amendment, termination or attempted waiver of the provisions hereof shall be binding unless in writing and signed by the parties hereto. The schedule and any requests as described in section 2 shall not be deemed amendments to this Agreement, and need not be made in writing to be effective.

8. Binding Effect. This Agreement is binding upon the successors and assigns of the parties hereto.

9. Assignment. Tricor may not assign this Agreement, nor subcontract any work to be performed hereunder, without the prior written consent of the Town, which consent shall not be unreasonably withheld.

10. Notices. All notices, demands or other communications required hereunder shall be deemed effective upon (i) personal delivery thereof; or (ii) upon mailing in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the following address:

If to Town: TOWN OF WINDSOR
4084 MUELLER RD
DEFOREST, WI 53532

If to Tricor TRICOR TRANSIT, INC
6656 LAKE RD
WINDSOR, WI 53598

Either party has the right to change its' address for purposes of giving notice under this Agreement, by providing such new address to the other party in the same manner as all of the notices are to be provided for under this section.

11. Time is of the Essence. Time is of the essence with regard to the performance of all obligations of the parties hereunder.

12. Captions. All captions contained in this Agreement are for the convenience of the parties and shall not be deemed or construed as in any way limiting or extending the language provisions to which such captions refer.

13. Governing Law and Venue. This agreement and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Wisconsin. Venue in any action arising out of this Agreement shall lie exclusively in the Circuit Courts for Dane County, Wisconsin.

14. Severability. If any provision of this Agreement or the application thereof to any circumstance or person shall be held invalid or unenforceable by any court of competent jurisdiction, the remaining valid and enforceable provisions of this Agreement and the application of such invalid or unenforceable provisions of this Agreement to circumstances or persons other than those as to which it has been held invalid or unenforceable, shall not be affected thereby and each such remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Indemnification. Tricor shall indemnify, defend and hold the Town, its officers, employees and agents, harmless from any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever arising out of Tricor's performance of the work contemplated in this Agreement, including any claim based on injury to any person or persons or property, whomsoever and whatsoever and due, indirectly or directly, to the acts and omissions of Tricor.

16. Compliance with Lawful Authority. Tricor, in performing all of its duties hereunder, agrees to comply with all applicable state, federal and local rules, statutes or laws relative to the work hereunder and the disposal of the waste contemplated herein.

17. Insurance. Tricor shall carry automobile and general commercial liability insurance with limits of not less than \$1,000,000.00 for bodily injury, including accidental death, to any one person, and \$1,000,000.00 per occurrence. Tricor shall also provide property damage insurance with limits of not less than \$1,000,000.00 for each occurrence. Tricor shall provide the Town with a Certificate of Insurance naming the Town as an additional insured under the insurance coverage specified herein for the duration that this Agreement is in effect. During the term hereof, Tricor shall also maintain workers' compensation insurance for all employees working in connection with this Agreement as required by law and shall provide proof of said insurance to the Town upon request.

TOWN OF WINDSOR

TRICOR TRANSIT, INC

Robert Wipperfurth 3/31/2015
ROBERT WIPPERFURTH (DATE)
TOWN CHAIR

Paul Munz 3/31/15
PAUL MUNZ (DATE)
PRESIDENT

WITNESS: Tina Huttenis 3/31/2015
TINA HUTTERIS (DATE)
TREASURER