Dane County Contract Cover Sheet

Revised 01/2026

Res 087
significant

Dept./Division	Waste + Renewables		
Vendor Name	Pellitteri Waste Systems	**MUNIS #**	6088
Brief Contract Title/Description	AWARD OF AGREEMENT FOR OPERATION OF THE DANE COUNTY CONSTRUCTION & DEMOLITION RECYCLING FACILITY AND MOBILE EQUIPMENT LEASE		
Contract Term	10/1/2026-12/31/2036, 2 optional renewals		
Contract Amount	$25,700,000 ($700K in 2026, $2.5M/yr)		

Contract # Admin will assign	16425
Type of Contract	
☒	**Dane County Contract**
☐	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
☐	**Grant**
☐	**Other**

Department Contact Information	
Name	Wyeth Augustine-Marceil
Phone #	608-590-9534
Email	augustine-marceil.wyeth@danecounty.gov
Purchasing Officer	Pete Patten

Vendor Contact Information	
Name	David Pellitteri
Phone #	608-513-0686
Email	Davidp@pellitteri.com

Purchasing Authority

- ☐ **$13,000 or under – Best Judgment** (1 quote required)
- ☐ **Between $13,000 – $46,000 ($0 – $25,000 Public Works)** (3 quotes required)
- ☒ **Over $46,000 ($25,000 Public Works)** (Formal RFB/RFP required) — **RFB/RFP #** RFP-062
- ☐ **Bid Waiver – $46,000 or under** ($25,000 or under Public Works)
- ☐ **Bid Waiver – Over $46,000** (N/A to Public Works)
- ☐ **Cooperative Contract** — **Contract Name & #**
- ☐ **N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**

MUNIS Req.				
Req # 2179	**Org:** SWTRANS	**Obj:** 22595	**Proj:**	**$** 700,000.00
	Org:	**Obj:**	**Proj:**	**$**
Year 2026	**Org:**	**Obj:**	**Proj:**	**$**

Budget Amendment

☐ A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution
Required if contract exceeds $100,000

- ☐ Contract does not exceed $100,000
- ☒ Contract exceeds $100,000 – resolution required.
- ☒ A copy of the Resolution is attached to the contract cover sheet.

Res # 087 **Year** 2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☐ No modifications. ☒ Modifications and reviewed by: Carlos Pabellon ☐ Non-standard Contract

- -

APPROVAL
Dept. Head / Authorized Designee
Welch, John — Digitally signed by Welch, John Date: 2026.07.13 10:19:35 -05'00'

APPROVAL – Contracts Exceeding $100,000	
Director of Administration	**Corporation Counsel**
Slaven, Shelby — Digitally signed by Slaven, Shelby Date: 2026.07.14 15:32:52 -05'00'	Carlos Pabellon

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA:	**Date In:** 7/13/26 **Date Out:** ___________	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 14, 2026 11:22 AM
To: Hicklin, Charles; Patten, Peter; Pabellon, Carlos; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16425
Attachments: 16425.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 7/14/2026 1:33 PM	Approve: 7/14/2026 1:34 PM
Patten, Peter		Approve: 7/14/2026 11:39 AM
Pabellon, Carlos		Approve: 7/14/2026 12:24 PM
Cotillier, Joshua	Read: 7/14/2026 11:25 AM	Approve: 7/14/2026 12:10 PM
Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16425
Department: Waste & Renewables
Vendor: Pellitteri Waste Systems
Contract Description: Award of Contract for Operation of Construction & Demolition Recycling Facility and Mobile Equipment Lease (Res 087)
Contract Term: 10/1/26 – 12/31/2036
Contract Amount: $25,700,000.00

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule…I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2026 RES-087

AWARD OF AGREEMENT FOR OPERATION OF THE DANE COUNTY CONSTRUCTION & DEMOLITION RECYCLING FACILITY

The Department of Waste + Renewables reports the receipt of proposals for Construction & Demolition Facility Operation Services RFP number: 2025-RFP-062-PR.

A complete receipt of proposals is on file at the Department of Waste + Renewables.

An Agreement and equipment lease has been negotiated with:

Pellitteri Waste Systems
7035 Raywood Rd
Madison, WI 53713

The Waste + Renewables staff finds the amount to be reasonable and recommends the Agreement be awarded to Pellitteri Waste Systems.

There are sufficient funds available for this project.

The term of the Agreement and equipment lease will commence on October 1, 2026 and continue through December 31, 2036 with two (2) optional five (5) year renewal terms.

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to Pellitteri Waste Systems in the amount not to exceed $2,500,000 per year; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Agreement and equipment lease; and

BE IT FURTHER RESOLVED that the Department of Waste + Renewables be directed to ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 16425

Revised 11/2024

Department: Waste + Renewables
Provider: Pellitteri Waste Systems, Inc.
Expiration Date: 12/31/2036
Maximum Cost: $2,500,000 per year

Registered Agent (if applicable):
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Pellitteri Waste Systems (hereafter, "PROVIDER"),

W I T N E S S E T H:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of operation of the Dane County Construction & Demolition Recycling Facility; and

WHEREAS PROVIDER, whose address is 7035 Raywood Rd Madison, WI 53713, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence on October 1, 2026 (“Commencement Date”) and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D. No portion of funds under this Agreement may be used to support or advance religious activities.

E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto unless such claims are the result of the negligence or intentional acts of the County. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. <u>ASSIGNMENT/TRANSFER:</u>

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. PROVIDER may utilize temporary staffing agencies to staff only the hand sorting line positions. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. <u>TERMINATION:</u>

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, may constitute grounds for COUNTY to terminate this Agreement. COUNTY shall provide written notice to PROVIDER specifying the nature of such failure or violation. PROVIDER shall have thirty (30) days from the receipt of such notice to cure the identified breach to the satisfaction of the COUNTY. If PROVDER fails to cure the breach within the thirty (30) day period, COUNTY, in addition to any other rights or remedies under this Agreement or the law, shall terminate this Agreement upon written notice to the PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, and reports required by this Agreement shall be deemed delivered as of the date email delivery, and/or date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

Email addresses to be utilized:

COUNTY: waste.renewables@danecounty.gov
PROVIDER: Davidp@pellitteri.com

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability
If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement
All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.
COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary
For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice
Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.
Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.
In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

David Pellitteri 7/10/2026

David Pellitteri Date
President

* * *

FOR COUNTY:

Melissa Agard Date
Dane County Executive

Scott McDonell Date
Dane County Clerk

SCHEDULE A
Scope of Services

1. **General Overview**

The PROVIDER shall provide all labor, supervision, equipment, and management necessary to operate the Dane County Construction & Demolition (C&D) Recycling Facility located at the Dane County Rodefeld Landfill (7102 Maahic Way, Madison, WI 53718).

2. **Costs and Invoicing**

   a. **Costs:** The cost for all services provided under this Contract shall be included in the prices described in **Schedule B**, the Cost Schedule. Term pricing – prices are to remain firm through 12/31/2027. Costs in subsequent years shall be adjusted annually as described in **Schedule B**. No other services or prices shall be performed or charged without prior written consent of COUNTY.
   b. **Invoicing/Payment:** The PROVIDER shall invoice the COUNTY only for those services and only at the prices described in **Schedule B**.

      All invoices shall contain complete and accurate information. PROVIDER shall submit monthly invoices by the 10th of the month following the month services were rendered. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the COUNTY for more than is authorized by the COUNTY on the issued purchase order. The COUNTY's normal payment terms are net 30 days.

1. **General Description of Services**

Pursuant to this Agreement, the PROVIDER shall operate the COUNTY-owned Construction and Demolition Recycling Facility ("Facility") located at the Dane County Rodefeld Landfill, 7102 Maahic Way, Madison, WI 53718. The PROVIDER shall provide all labor, supervision, equipment not otherwise provided by COUNTY, and management necessary to operate the Facility in a safe, compliant, and operationally effective manner.

2. **PROVIDER Responsibilities – Facility Operations**
   1. Provide all personnel necessary to sort and process the materials accepted at the facility and oversee the operation of the Facility during all scheduled operating days and hours.
   2. Operate all COUNTY-owned heavy equipment provided under this Agreement in accordance with manufacturers' recommendations, including loaders, excavator, and rolling stock. All equipment PROVIDERs shall be trained for the equipment they operate.
   3. Procure, at PROVIDER's expense, all supplemental equipment and supplies not provided or leased by COUNTY that is required for facility operation.
   4. Accept, sort and process all inbound C&D material directed to the Facility. PROVIDER shall maintain consistent throughput and make operational adjustments as needed to maximize recovery.
   5. Market and sell, or otherwise haul offsite, all recovered commodities produced at the Facility. PROVIDER shall develop and maintain end markets for at minimum the following material streams: (1) clean wood, (2) ferrous and nonferrous metals, (3) cardboard and OCC, and (4) any additional materials identified as marketable through the course of operations. Materials cannot be used for alternative daily cover at a landfill, disposed of in a landfill, or used for quarry reclamation activities or other land application without prior explicit written approval from COUNTY.

6. PROVIDER shall haul, at rates described in **Schedule B**, all aggregate to COUNTY-designated storage area, where COUNTY will assume ownership of the material.
7. Provide transportation of all outbound recovered commodities from the Facility to end markets or transfer points.
8. Conduct routine preventive maintenance and supply wear parts for all sorting and processing equipment in accordance with manufacturer's specifications and the **Maintenance Responsibility Matrix**.
9. Maintain the Facility and all leased premises in clean and orderly condition.
10. Meet all regulatory compliance requirements applicable to operation of the Facility, including but not limited to Wisconsin DNR solid waste regulations, the Facility's WDNR Plan of Operation, other applicable environmental permits, and OSHA worker safety standards.
11. Provide and administer an asbestos screening protocol for all materials accepted at the Facility. PROVIDER shall notify COUNTY immediately upon any positive screening result and shall work collaboratively with COUNTY to address confirmed findings in a compliant and practical manner.
12. Provide all required safety training and personal protective equipment for all PROVIDER personnel working at the Facility.
13. Deliver all C&D material collected by PROVIDER, its subsidiaries, or subcontractors within Dane County to the COUNTY C&D Recycling Facility, unless otherwise agreed in advance in writing by COUNTY's Department of Waste + Renewables Director, at the rates established in **Schedule B**.
14. PROVIDER shall not, without written consent from COUNTY Department of Waste + Renewables Director, have access to materials COUNTY operates independent programs for, including, but not limited to: asphalt shingles, mixed waste, electronics, tree and yard waste, ferrous and nonferrous metals not brought to the C&D Recycling Facility, and tires.

3. <u>Material-Specific Operational Requirements</u>

a. **Clean Wood:** PROVIDER shall sort and prepare clean wood for marketable end uses including mulch, landscaping, animal bedding, and reuse.

b. **Metals:** PROVIDER shall sort and aggregate ferrous and nonferrous metals and market to regional processors and brokers at prevailing market rates.

c. **Cardboard / OCC:** PROVIDER shall sort, bale, and market corrugated cardboard and OCC to fiber markets. Where OCC quality from C&D processing may not independently meet market specifications, PROVIDER may introduce pre-sorted or pre-consumer OCC at the rates specified in **Schedule B**, to maintain acceptable contamination thresholds.

d. **Aggregate and Concrete:** PROVIDER shall sort and separate aggregate (concrete, brick, stone, etc.) and coordinate with COUNTY for destination of material. PROVIDER shall haul and deposit material at a COUNTY-designated location at rates specified in Schedule B. COUNTY may also elect to have material be handled by a third party.

e. **Gypsum Drywall:** PROVIDER shall work jointly with COUNTY to explore development of a gypsum diversion program. If PROVIDER is able to establish a functional drywall diversion program, PROVIDER shall be entitled to reduced disposal fees for C&D fines at rates described in **Schedule B**. A 'functional' drywall diversion program shall be defined as a program that diverts at least 250 tons of landfill-bound gypsum drywall annually.

f. Vinyl Siding: PROVIDER shall evaluate the existing vinyl chipper and work with COUNTY to determine the viability of sorting vinyl siding to create a marketable product. Recovery under this section is contingent on material quality, processing capability, and availability of downstream markets.

4. <u>Material Acceptance – First Right of Refusal and Directed Loads</u>

a. PROVIDER shall have the first right of refusal on all C&D loads brought to the Facility, within reason, and consistent with inbound material composition suitable for recycling. First right of refusal shall not include loads of clean asphalt shingles or other material streams COUNTY operates independent programs for.

b. PROVIDER shall develop and maintain load inspection and rejection protocols, subject to COUNTY approval. Rejected loads shall be redirected to the scale or landfill or otherwise immediately communicated to COUNTY to adjust the ticket accordingly. PROVIDER shall maintain a record of all loads directed to the landfill without processing, including the basis for the diversion decision, and shall include this information in monthly reports.

c. PROVIDER may direct loads that come to the C&D Facility to the landfill if PROVIDER determines that a load does not contain sufficient recyclable C&D materials to justify processing. PROVIDER shall not receive a processing fee for any loads directed to the landfill.

5. <u>Out-of-County Material and Pre-Sorted Material</u>

a. Out-of-County Material: PROVIDER may accept C&D material generated outside of Dane County and deliver it or arrange delivery to the Facility at the rates established in **Schedule B**. The COUNTY's Director of Waste + Renewables reserves the right to deny out-of-county material.

b. Pre-Sorted / Pre-Consumer Material: PROVIDER may introduce pre-sorted or pre-consumer material into the Facility for the purpose of improving the quality and consistency of recovered commodities, subject to the following conditions: (a) PROVIDER shall provide advance written notice to COUNTY identifying the material type and estimated volume; (b) such material shall be scaled in using COUNTY's onsite scale; (c) such material shall be accepted at no tip fee and shall not be subject to a processing fee, as specified in **Schedule B**; and (d) COUNTY reserves the right to disapprove introduction of any material type inconsistent with applicable permits or the Facility's operational plan.

6. <u>COUNTY Responsibilities</u>

a. Accept all unrecyclable residuals and C&D fines from the Facility for landfilling or alternative daily cover at rates specified in **Schedule B**.
b. Provide COUNTY-owned rolling stock for use by PROVIDER, as detailed in the **Equipment Lease**, subject to the **Maintenance Responsibility Matrix** below.
c. Provide diesel fuel for all COUNTY-owned heavy equipment used onsite in normal operations of Facility.
d. Provide utilities to the Facility including electrical service for processing and sorting equipment, and natural gas or other fuel source for building heat.

e. Maintain the structural integrity of the Facility building.
f. Maintain all environmental compliance systems including stormwater management, leachate controls, and any environmental permits applicable to the Facility site.

7. Maintenance Responsibility Matrix

The following matrix governs the division of maintenance, repair, and replacement responsibilities between the parties, unless specifically amended in writing.

Category	Responsible Party	Who Pays	Notes / Examples
Daily cleaning & inspections	PROVIDER	PROVIDER	Housekeeping, facility inspections
Routine preventive maintenance	PROVIDER	PROVIDER	Greasing, adjustments, lubrication
Wear parts (COUNTY equipment)	PROVIDER performs	COUNTY pays parts; not labor	Belts, rollers, cutting edges, hose replacements
Mechanical repairs (COUNTY equipment)	PROVIDER performs	COUNTY pays	Motors, gearboxes, non-wear components
Capital replacement (COUNTY equipment)	COUNTY	COUNTY	Screens, conveyors, sorting line major systems. May be performed/contracted by PROVIDER and reimbursed by COUNTY.
Emergency equipment failure	Determined by fault	Determined by fault	
Safety platforms & guarding	COUNTY	COUNTY	OSHA-required infrastructure. May be performed/contracted by PROVIDER and reimbursed by COUNTY.
PROVIDER-owned equipment	PROVIDER	PROVIDER	All non-COUNTY equipment
COUNTY-owned rolling stock	COUNTY	COUNTY	Loaders, excavator (unless PROVIDER negligence)
Damage to COUNTY-owned rolling stock	PROVIDER	PROVIDER	Damage includes bucket repairs, boom/arm repairs, pin replacements, and windshield replacements.
Spare parts inventory	PROVIDER	COUNTY	PROVIDER to manage tracking and usage reporting

Category	Responsible Party	Who Pays	Notes / Examples
Wood grinder routine maintenance	PROVIDER performs	COUNTY pays parts; not labor	Belts, teeth, bearings per manufacturer specs
Wood grinder capital replacement	COUNTY	COUNTY	Major component or full unit replacement
Sorting line routine maintenance	PROVIDER performs	COUNTY pays parts	Bearings, belt repairs, tracking, jams, rollers, electrical issues, cleaning, and motors, per specs
Asbestos screening	PROVIDER	PROVIDER	Monthly testing of fines material required
Fire Rover operation	PROVIDER	PROVIDER / COUNTY SPLIT 50/50	Maintenance of system and subscription cost

8. **Pre-Start Conditions**

Pre-Start Prerequisite Conditions. Prior to PROVIDER commencing full operations:

- **a.** COUNTY shall document completion or deliver plans for completion of the following prerequisite items: (a) restoration of the destoner to operational condition and installation of required safety platforms; and (b) activation or repair of the misting system when weather conditions permit.
- **b.** PROVIDER shall perform the following capital improvements, with COUNTY reimbursing PROVIDER's documented costs: (a) safety and compliance items, including e-stops; and (b) additional conveyor skirting.

SCHEDULE B
Pricing Structure and Payment

Invoices/Payment:
PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted.

1. Processing Fee

PROVIDER shall be compensated based on the following tiered processing fee structure, applied to the total volume of inbound C&D material processed through the Facility in each calendar year. Tonnage tiers shall be tracked on a cumulative annual basis, resetting on January 1 of each year. Once an annual tonnage threshold is crossed, the new tier rate shall apply to all subsequent tonnage processed that calendar year, beginning immediately.

Processing Fees – Year 1			
Tier	**Annual Inbound Tonnage**	**Processing Fee**	**Notes**
Tier 1	0 – 45,000 tons	$49.00 / ton	Applied at start of contract; reset January 1 each year
Tier 2	45,001 – 70,000 tons	$36.00 / ton	Applies to all subsequent tons once threshold crossed
Tier 3	70,001+ tons	$40.00 / ton	Applies to all subsequent tons once threshold crossed

2. Annual Cost Escalators

Annually, beginning January 1, 2028, the parties shall negotiate in good faith to agree upon adjustments to the processing fee, residual disposal fee, and fines disposal fee that maintain the profit margin of both parties. Absent agreement, the processing fee paid by COUNTY to PROVIDER shall increase by $1.00 per ton, the residual disposal fee paid by PROVIDER to COUNTY shall increase by $1.00 per ton, and the C&D fines disposal fee paid by PROVIDER to COUNTY shall increase by $1.00 per ton.

3. Commodity Revenue Retention

PROVIDER shall retain one hundred percent (100%) of all revenue derived from the sale of commodities produced or recovered at the Facility. PROVIDER shall report end-market destinations annually, but is not required to disclose proprietary commodity pricing. All materials leaving the C&D Recycling Facility must be weighed on COUNTY's onsite scale, with a ticket generated.

4. COUNTY Fees – Material Drop off and Residual Disposal

PROVIDER shall pay COUNTY the following tipping fees for materials delivered from the Facility to be disposed at the Rodefeld Landfill or used for alternative daily cover (ADC) at the Rodefeld Landfill:

Material Stream	2026 Rate	Notes
Unrecyclable residuals (landfill)	$25.00 / ton	May be adjusted annually per the escalator provisions of the Annual Cost Escalators
C&D fines (ADC)	$15.00 / ton	May be adjusted annually per the escalator provisions of the Annual Cost Escalators

Material Stream	Rate	Notes
In-County C&D loads delivered by PROVIDER	$9 / ton below posted C&D gate fee	Subject to changes to C&D gate fee*
Out-of-County C&D loads delivered by PROVIDER	$9 / ton below posted C&D gate fee	Subject to changes to C&D gate fee*
Pre-sorted / pre-consumer material (PROVIDER-introduced)	No tip fee, no processing fee paid	PROVIDER must provide advance notice to COUNTY; used to support commodity quality

*C&D gate fee shall be set at the sole discretion of the COUNTY.

5. Drywall Program Credit

COUNTY shall reduce the C&D fines tipping fee by $2.00 per ton when PROVIDER has a functional drywall processing program in place. A 'functional' drywall diversion program shall be defined as a program that diverts at minimum 250 tons of landfill-bound gypsum drywall annually. If the drywall program is discontinued or subsequently fails to meet the 250 ton annual minimum threshold, the $2.00 per ton credit shall immediately cease to apply.

6. Residual Transport Surcharge

When the existing Rodefeld Landfill is no longer able to accept C&D residuals and C&D fines, and trucks are required to cross a public road to reach the residual disposal location, PROVIDER may add a surcharge of $1.00 per ton, subject to written approval by COUNTY at the time of change. COUNTY may also request delivery of C&D residuals or C&D fines to the Site #3 Landfill across the road while the Rodefeld Landfill is still able to accept waste, and these wastes will be subject to the $1.00 per ton surcharge.

7. COUNTY-Provided Hauling

In the case of emergency, PROVIDER may request COUNTY to utilize non-leased COUNTY-owned equipment to haul fines or other residual material from the Facility to the Rodefeld Landfill or Site 3 Landfill. COUNTY shall charge PROVIDER a hauling fee of $12/ton, This arrangement is contingent on availability of COUNTY equipment.

8. Invoicing and Payment

- **a.** PROVIDER shall submit monthly invoices to COUNTY by the 10th day of the month following the month in which services were rendered. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the COUNTY for more than is authorized by the COUNTY on the issued purchase order. The COUNTY's normal payment terms are net 30 days.

- **b.** All invoices shall contain complete and accurate information, including inbound tonnage processed, applicable tier rates, and commodities recovered.

- **c.** All invoices shall be submitted to: Dane County Department of Waste + Renewables via email at invoices-waste@danecounty.gov.

SCHEDULE D
PERFORMANCE STANDARDS

1. Overview and Intent

The performance standards established in this Schedule are intended to provide measurable operational benchmarks that protect the COUNTY's recycling diversion goals, landfill capacity, and program economics, while providing PROVIDER with fair and achievable operational targets.

2. Performance Standards Summary

Performance Standard	Threshold	Penalty / Remedy
Minimum Annual Recycling Rate	20% floor	$10/ton for each ton below the floor
Maximum Fines Generation	30% ceiling	$10/ton for each ton of fines above the ceiling
PROVIDER Target Delivery Commitment	10,000 tons annually by year-end 2027; 15,000 tons annually in 2028 and beyond	See below

3. Minimum Annual Recycling Rate

a. PROVIDER shall achieve a minimum recycling rate of twenty percent (20%) by weight of all C&D material processed through the Facility in each contract year.

b. If the recycling rate is below the twenty percent (20%) floor in any calendar year, all tons below the 20% threshold shall be assessed an additional fee of $10.00 per ton. This fee shall be calculated annually at year end.

c. The recycling rate shall be calculated as follows: Recycling Rate = (Total weight of recovered commodities sold or beneficially reused) / (Total weight of all inbound C&D material processed through the Facility)

4. Maximum Fines Generation

a. The weight of C&D fines/screenings delivered to the Rodefeld Landfill from the Facility shall not exceed thirty percent (30%) of the total weight of all C&D material processed through the Facility in any calendar year.

b. If the fines rate exceeds the thirty percent (30%) ceiling in any calendar year, all fines above the 30% threshold shall be assessed an additional fee of $10.00 per ton. This fee shall be calculated annually at year end.

5. **Target Delivery Commitment and Facility Throughput Floor**

   a. PROVIDER shall direct one hundred percent (100%) of eligible C&D material collected within Dane County to the Facility and will actively pursue additional inbound volumes from surrounding markets when economically feasible. To support these efforts, PROVIDER shall dedicate sales and operational resources, including a C&D-focused sales representative and associated equipment, to maximize inbound tonnage.

   b. PROVIDER shall deliver to the Facility, at a target minimum, C&D material collected by PROVIDER or its affiliates from any geography (including Dane County and out-of-county sources) on the following schedule: a cumulative 10,000 tons by year-end 2027, and 15,000 tons annually in 2028 and beyond.

      i. *The parties acknowledge that inbound volume is affected by numerous factors outside of PROVIDER's reasonable control, including market conditions, construction activity, customer preferences, competitive disposal pricing, transfer station pricing, regulatory enforcement, and the participation of third-party haulers and waste service providers. Accordingly, the delivery targets set forth above are intended as performance objectives and not guaranteed minimum volume commitments. No shortfall fees, liquidated damages, penalties, or other financial remedies shall apply in the event the target volumes are not achieved.*

   c. COUNTY shall use reasonable efforts to maintain annual inbound facility tonnage of 45,000 tons or greater, including that sourced by PROVIDER. The parties acknowledge that facility economics, operating costs, and processing fees are based upon achieving annual inbound throughput of a minimum of 45,000 tons. In the event annual inbound facility throughput falls below 45,000 tons in two (2) consecutive contract years, the parties shall meet and negotiate in good faith any adjustments to processing fees or other commercial terms necessary to support the continued safe and economically sustainable operation of the Facility. If annual inbound facility throughput remains below 45,000 tons for two (2) consecutive contract years and the parties are unable to reach a mutually acceptable agreement regarding revised commercial terms, PROVIDER shall have the right to terminate this Agreement upon six (6) months' prior written notice, without penalty or further obligation, provided PROVIDER continues to perform its obligations during the notice period.

   d. System Throughput Renegotiation. If, through no fault of PROVIDER, the Facility is unable to achieve an average throughput of 32 tons per hour while meeting required recycling and fines targets, and COUNTY elects not to fund necessary improvements, PROVIDER may request a renegotiation of processing fees. If the parties are unable to reach agreement, PROVIDER may terminate this Agreement upon six (6) months' written notice.

6. **Continuous Improvement**

   a. PROVIDER shall work collaboratively with COUNTY on an ongoing basis to pursue operational improvements including: increased recovery from existing material streams, development of end markets for materials not currently recycled (including gypsum drywall and vinyl siding), and strategies to attract additional inbound tonnage from within Dane County and, where appropriate, from adjacent areas. COUNTY may fund specific outreach, marketing, or program development activities at its discretion. PROVIDER shall participate in waste characterization studies and pilot material stream initiatives as reasonably requested by COUNTY, with costs allocated per the Maintenance Responsibility Matrix and Schedule B rate provisions.

7. Reporting Requirements

PROVIDER shall submit a monthly performance report to COUNTY by the 10th day of the month following the reporting period, covering the following:

- **a. Inbound Tonnage.** Total tons of C&D material received at the Facility. For PROVIDER-delivered material, this shall be broken out by source (Dane County vs. out-of-county).
- **b. Outbound Tonnage and Disposition.** Total tons of recovered commodities, fines/residuals, and any other outbound material streams, including the disposition of each (e.g., sold, beneficially reused, landfilled at Rodefeld or Site 3).
- **c. Markets and Commodity Sales.** A summary of end markets utilized for recovered commodities during the reporting period, including commodity type, buyer or market outlet, and unit pricing where available.
- **d. Rejected and Diverted Loads.** The number and tonnage of inbound loads rejected, redirected, or otherwise not accepted at the Facility, including the reason for rejection.
- **e. Injuries and Incidents.** A summary of any worker injuries, equipment incidents, environmental releases, or safety events occurring at the Facility, including a brief description, date, and corrective action taken. PROVIDER shall notify COUNTY of any reportable injury or incident within twenty-four (24) hours of occurrence, independent of the monthly reporting cycle.
- **f. Violations.** PROVIDER shall notify COUNTY within twenty-four (24) hours of PROVIDER receiving notice of any alleged violation of any OSHA, EPA, WDNR, or other regulatory codes, laws, or regulations with respect to the C&D Recycling Facility operation.
- **g. Equipment Downtime.** Any material equipment outages or maintenance events affecting Facility throughput, including duration and impact on processing capacity.
- **h. Performance Metrics.** Calculated recycling rate and fines rate for the reporting period and year-to-date, measured against the thresholds set forth above.

Reports shall be submitted in a format reasonably specified by COUNTY and shall be subject to verification by COUNTY upon request. PROVIDER shall retain supporting records (scale tickets, commodity sales documentation, and incident reports) for a minimum of three (3) years and shall make them available to COUNTY upon reasonable request.

SCHEDULE E
CONTRACT TERM

Contract Term. The initial term of this Agreement shall end on December 31, 2036 with two (2) optional five (5) year extensions exercisable upon mutual written agreement of the parties.

CONSTRUCTION AND DEMOLITION WASTE RECYCLING FACILITY MOBILE EQUIPMENT LEASE

This equipment lease ("Lease") is made and effective, by and between, Dane County, Wisconsin, a quasi-municipal corporation with offices at 1919 Alliant Energy Center Way, Madison, WI 53713 (the "Lessor") Pellitteri Waste Systems, a Wisconsin Corporation with principal offices at 7035 Raywood Rd Madison, WI 53713 (the "Lessee'). Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment that is described in Exhibit A that is attached hereto.

2. Term. The term of this lease shall commence upon the Commencement Date of the contract for operation of the Dane County Construction and Demolition Waste Recycling Facility at the Rodefeld Landfill ("Contract") and shall expire upon completion of the Contract's term. This Lease may also be extended for two (2) optional five (5) year extensions upon mutual written agreement of the parties. If the Contract is terminated, this Lease shall also be terminated.

3. Rent. The monthly rent shall be paid according to the amounts as detailed in Schedule A. The Lessor shall invoice the Lessee quarterly for the rent. After 2027, the monthly rents shall be adjusted annually by the Average-Average percent change in the Consumer Price Index for All Urban Consumers in the Midwest as published by the US Dept. of Labor Bureau of Labor Statistics.

4. Use. Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances and regulations in any way relating to the possession, use or maintenance of the equipment. The equipment shall be used solely at the facility at the Rodefeld Landfill.

5. Lessor Use. Lessor and Lessee agree that Lessor be entitled to routine occasional use of leased-equipment for site operations unrelated to the operation of the C&D Facility.

6. Maintenance and Repairs. Lessor and Lessee shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical working order as described in Exhibit A. All maintenance shall be conducted in accordance with equipment manufacturer's specifications and recommendations. Lessee shall keep records of maintenance performed and prepare a report as set forth in the Contract.

7. Loss and Damage. Lessee and Lessor are responsible for maintenance, repairs, and replacement as described in Schedule A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment due to their negligence. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this Lease or the Contract, which shall continue in full force and effect through their term. In the event of loss or damage of any kind whatever to the equipment due to Lessee's negligence, Lessee shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay the Lessor the

replacement cost of the equipment. In the event of loss or damage of any kind whatever to the equipment not due to Lessee negligence, Lessor shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order.

8. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the equipment to the Lessor.

9. Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss and damage to the equipment for not less than the full replacement value of the equipment, naming Lessor as loss payee, and Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than $1,000,000 each occurrence and in the annual aggregate. Insurance so provided shall be deemed primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. The insurance requirements set forth in this Lease shall be contained in any sublease as applicable to the sub lessee and shall be enforced by Lessee during the term of this Lease. All insurance policies required hereunder shall name Lessor as an additional insured. Lessee shall annually during the term of this Lease furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall to Lessor written notice of cancellation or any material change in the coverage provided thereunder at least 10 days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

10. Indemnification and Hold Harmless. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death results from Lessee's gross negligence while in use of the equipment. In addition, this waiver shall not apply to the negligent acts of Lessor, or to equipment maintenance the Lessor completes under section 6 of this agreement. Lessee shall be responsible for cost of repairs to Lessor facilities due to negligent operation of equipment by Lessee.

11. Taxes. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances. Lessor shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by federal, state or local government.

12. Termination. This Agreement may be terminated as set forth in the Contract.

13. Ownership. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

14. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the equipment including, but not limited to a UCC financing statement.

15. Assignment. Lessee shall not assign this Lease or its interest in the equipment without prior written consent of Lessor.

16. Entire Agreement. This instrument constitutes the entire agreement between the parties, and shall not be amended, altered or changed except by a further writing signed by the parties hereto.

17. Governing Law and Forum. This Lease shall be construed and enforced according to the laws of the State of Wisconsin and any disputes regarding this Lease shall be resolved in the Wisconsin Circuit Court for Dane County.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

David Pellitteri 7/10/2026

David Pellitteri Date
President

* * *

FOR COUNTY:

Melissa Agard Date
Dane County Executive

Scott McDonell Date
Dane County Clerk

SCHEDULE A

Equipment Lease, Maintenance, and Replacement Schedule

Leased Equipment:

County owns and will lease the below equipment to the Operator in order to operate the Facility. Details on this equipment and shared maintenance responsibilities are detailed in the table below:

Equipment to be Leased	County Responsibility	Operator Responsibility	Estimated Replacement Frequency	Lease Amount
Wheel Loader (comparable to John Deere 644P)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$4,000/month
Wheel Loader (comparable to John Deere 644P)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$4,000/month
Large Excavator (comparable to John Deer 210)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$4,000/month
Wood Grinder (comparable to Rotochopper EC-366)	Annual inspection and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual,[2] Repairs due to Operator negligence.	10 years	Included in facility lease
Forklift (comparable to Toyota 8FD45U)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$1,100/month

Skid steer (comparable to Bobcat s70)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$1,200/month
Mini Excavator (comparable to CAT 360CR)	Maintenance and repairs not due to Operator negligence	Routine maintenance to be performed according to manufacturer's O&M manual, replacement of wear items and physical damage.[1] Repairs due to Operator negligence.	5 years	$1,200/month
Total Amount				$15,500/month

[1] Wear items and physical damage includes cutting edges, hose replacement, bucket repairs, boom/arm repairs, pin replacements, and wind shield replacements.

[2] Wood grinder routine maintenance includes replacement of rubber belts, teeth, and bearings.