

Colfax Solid Waste & Recycling Committee Meeting

Agenda and Notice of a Possible Quorum of Board Members of the Villages of Colfax and Elk Mound and the Towns of Colfax, Elk Mound, Grant, Otter Creek, Spring Brook, Tainter and Wilson

Tuesday, October 6th, 2020

7:00 p.m.

Colfax Fire Hall

407 County Rd M, Colfax, WI 54730

1. Call to Order
2. Roll Call – Towns of Colfax, Grant, Otter Creek, Spring Brook, Tainter, Elk Mound, Wilson and Village of Colfax and Elk Mound
3. Consideration Items
 - a. Draft Recycling Ordinance
 - i. Any comments, questions, changes
 - b. Draft Agreement
 - i. Any comments, questions, changes
 - c. Insurance
 - i. Buildings, Equipment, Liability and Pollution
 - ii. Elk Mound Site – Lease Agreement - not necessary
 - d. Equipment purchases
 - i. Looking like there is only one additional unit – hope to have confirmation by meeting date.
 1. Purchase on used and one new.
 - a. Discuss how to handle the cost difference or which site gets which unit.
 2. Items included in equipment cost verification – Terry Stamm
 - e. Site set-up cost
 - i. Colfax site needs electricity, cement slab, site preparation
 - ii. Elk Mound site needs electricity, cement slab, site preparation (include saw cut asphalt)
 - f. Mirror hangers vs. stickers – LeAnn Ralph
 - i. Estimated cost to purchase
 - ii. Card stock – one color or two colors
 - iii. Grace period for having permit with user?
 - iv. Written warning for not having permit with them?
 - g. Educational Material
 - i. Estimated printing costs
 - ii. Estimated mailing costs
 - h. Non-Mandated Recycling – Scott Gunnufson
 - i. Discuss the categories and take possible action with possible contracts
 - i. Employment Agency Contact information
 - i. Sent an email to Morgan Gerk and Megan Hines
4. Any other items for consideration
5. Adjournment

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann, Administrator-Clerk-Treasurer's Office, 613 Main Street, Colfax, (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of the governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information - no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

VILLAGE OF COLFAX RESPONSIBLE UNIT RECYCLING ORDINANCE

ORDINANCE NO.: 2020-05

Chapter 8 – HEALTH AND SANITATION

The Village Board of the Village of Colfax, Wisconsin, do ordain as follows:

SECTION 1. Section 8, Chapter 3 of the Code of Ordinances of the Village of Colfax, Wisconsin, is hereby added as follows:

Chapter 8 – VILLAGE OF COLFAX RESPONSIBLE UNIT RECYCLING ORDINANCE

- 8-3-1 Purpose and Intent
- 8-3-2 Statutory Authority
- 8-3-3 Adoption of Ordinance
- 8-3-4 Definitions – Without limitation, the following definitions apply herein
- 8-3-5 Separation of Recyclable Materials
- 8-3-6 Rules and Procedures for Curbside Pick-up of Solid Waste and Recyclable Materials
- 8-3-7 Anti-Scavenging and/or Unlawful Removal of Recyclables
- 8-3-8 Hauler Provisions
- 8-3-9 Hauler Licensing
- 8-3-10 Separation Requirements Exempted
- 8-3-11 Care of Separated Recyclable Materials
- 8-3-12 Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste
- 8-3-13 Preparation and Collection of Recyclable Materials
- 8-3-14 Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings
- 8-3-15 Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties
- 8-3-16 Prohibitions on Disposal of Recyclable Materials Separated for Recycling
- 8-3-17 Prohibition of Dumping
- 8-3-18 Abrogation and Greater Restrictions
- 8-3-19 Interpretation
- 8-3-20 Applicability
- 8-3-21 Administration
- 8-3-22 Enforcement
- 8-3-23 Severability
- 8-3-24 Effective Date

Sec. 8-3-1 – PURPOSE AND INTENT

The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis. Stats., and Chapter NR 544, Wis. Administrative Code at all collection sites being managed by the Village of Colfax.

Sec. 8-3-2 - STATUTORY AUTHORITY

The Village Board has the specific authority under ss. 287.09(3)(b), Wis. Stats., and general authority under its village powers under s. 60.22, Wis. Stats., to adopt and administer this ordinance.

Sec. 8-3-3 – ADOPTION OF ORDINANCE

This ordinance, adopted by a majority vote of the village board with a quorum present and voting and proper notice having been given, provides for the regulation, control, and enforcement of recycling.

Sec. 8-3- 4 – DEFINITIONS – WITHOUT LIMITATION, THE FOLLOWING DEFINITIONS APPLY HEREIN

- 1) "Bi-metal container" means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.
- 2) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- 3) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - a) Is designed for serving food or beverages.
 - b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
 - c) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- 4) "Glass Container" means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.
- 5) "HDPE" means high density polyethylene, labeled by the SPI code # 2.
- 6) "LDPE" means low density polyethylene, labeled by the SPI code # 4.
- 7) "Magazines" means magazines and other materials printed on similar paper.
- 8) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
- 9) "Multiple-family dwelling" means a property containing 5 or more residential units, including those which are occupied seasonally.
- 10) "Newspaper" means a newspaper and other materials printed on newsprint.
- 11) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and government facilities and properties. This term does not include multiple family dwellings.
- 12) "Office paper" means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- 13) "Other resins or multiple resins" mean plastic resins labeled by the SPI code # 7.
- 14) "Person" includes any individual, corporation, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.
- 15) "PETE" or "PET" means polyethylene terephthalate, labeled by the SPI code # 1.
- 16) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- 17) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17), Wis. Stats.
- 18) "PP" means polypropylene, labeled by the SPI code # 5.
- 19) "PS" means polystyrene, labeled by the SPI code # 6.
- 20) "PVC" means polyvinyl chloride, labeled by the SPI code # 3.
- 21) "Recyclable materials" includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.
- 22) "Solid waste" has the meaning specified in s. 289.01(33), Wis. Stats.
- 23) "Solid waste facility" has the meaning specified in s. 289.01(35), Wis. Stats.
- 24) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.
- 25) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

26) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

Sec. 8-3-5 - SEPARATION OF RECYCLABLE MATERIALS

Occupants of single family and 2 to 4-unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- 1) Lead acid batteries
- 2) Major appliances
- 3) Waste oil
- 4) Yard waste
- 5) Aluminum containers
- 6) Bi-metal containers
- 7) Corrugated paper or other container board
- 8) Foam polystyrene packaging
- 9) Glass containers
- 10) Magazines
- 11) Newspaper
- 12) Office paper
- 13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- 14) Steel containers
- 15) Waste tires

Sec. 8-3-6 – RULES AND PROCEDURES FOR CURBSIDE PICK-UP OF SOLID WASTE AND RECYCLABLE MATERIALS

The Village of Colfax authorizes its designated haulers to implement a recyclable schedule for curbside pick-up for solid waste and recyclable materials, subject to the following:

- 1) Collection Schedule. The Village of Colfax designated hauler shall establish a regular schedule for collection for solid waste and recyclable materials. The schedule shall be delivered to each of the hauler's customers and the Village of Dunn.
- 2) Containers. The Village of Colfax's designated haulers shall prescribe specifications for containers and placement of the containers. The hauler may provide containers or require the owner to secure the same according to the hauler designation.
- 3) Hauler's Charges. The Village of Colfax's designated haulers shall identify in the agreement with the Village of Colfax, the expected schedule of solid waste and recyclable collection charges to be in effect.

Sec. 8-3-7 – ANTI-SCAVENGING AND/OR UNLAWFUL REMOVAL OF RECYCLABLES

- 1) No person shall take possession of any solid waste and/or recyclable materials without the express consent of the Village of Colfax
- 2) No person shall take possession of any solid waste and/or recyclable materials without the expressed consent of the property owner.

Sec. 8-3-8 – HAULER PROVISIONS

- 1) Hauler Restrictions. The Village of Colfax's designated haulers may not dispose in a landfill or burn in a solid waste facility any recyclable materials generated in this municipality that have been separated for recycling.
- 2) Right to Reject Material. The Village of Colfax's designated haulers has the right to reject and leave uncollected any recyclable materials that are not separated in accordance with the specifications of this ordinance.
- 3) Reporting. The Village of Colfax's designated recycling haulers are required to maintain records and report in writing to the Village of Colfax at such times as designated by the village but not less than quarterly. The report shall include the amount of solid waste and recyclables collected and transported from the municipality, the amount of solid waste and recyclables processed and/or marketed by item type, and the final disposition location of solid waste and recyclable materials. Failure to make such records shall be a cause for the municipality to terminate the contract with the hauler.

Sec. 8-3-9 – HAULER LICENSING

- 1) DNR License. No person shall engage in the business of hauling recyclables within the Village of Colfax without being licensed by the Department of Natural Resources under Section NR502.06 of the Wisconsin Administrative Code.

Sec. 8-3-10 – SEPARATION REQUIREMENTS EXEMPTED

The separation requirements of Section 5 do not apply to the following:

- 1) Occupants of single family and 2 to 4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 5 from solid waste in as pure a form as is technically feasible.
- 2) Solid waste which is burned as a supplement fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- 3) A recyclable material specified in Section 5 (5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Administrative Code.

Sec. 8-3-11 – CARE OF SEPARATED RECYCLABLE MATERIALS

To the greatest extent practicable, the recyclable materials separated in accordance with Section 5 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Sec. 8-3-12 – MANAGEMENT OF LEAD ACID BATTERIES, MAJOR APPLIANCES, WASTE OIL AND YARD WASTE

Occupants of single family and 2 to 4-unit residences, multiple-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- 1) Lead acid batteries shall be the responsibility of residents to properly dispose of, they may be recycled by contacting the Village of Colfax or the collection sites, taken to a retailer that sells these types of batteries, or taken to a salvage yard; these options may include a fee.
- 2) Major appliances shall be the responsibility of residents to properly dispose of, they may be recycled by contacting the Village of Colfax or the collection sites, or taken to a salvage yard; these options may include a fee.
- 3) Waste oil shall be the responsibility of residents to properly dispose of, they may be recycled by contacting the Village of Colfax or the collection sites, or taken to a retailer or service provider which accepts waste oil for recycling, or taken to the Dunn County Transfer Station and Recycling Center; these options may include a fee.
- 4) Yard waste shall be the responsibility of residents to properly dispose of; or it may be taken to the collection sites.

Sec. 8-3-13 – PREPARATION AND COLLECTION OF RECYCLABLE MATERIALS

Except as otherwise directed by the Village of Colfax, occupants of single family and 2 to 4-unit residences shall do the following for the preparation and collection of the separated materials specified in Section 5(5) through (15):

- 1) Aluminum containers shall be clean, rinsed, and flattened if possible, to save space and placed in the proper recycling receptacle provided by the Village's designated haulers
- 2) Bi-metal containers shall be clean, rinsed, and flattened if possible, to save space and placed in the proper recycling receptacle provided by the Village's designated haulers
- 3) Corrugated paper or other container board shall be flattened if possible, to save space and placed in the proper recycling receptacle provided by the Village's designated haulers

- 4) Foam polystyrene packaging shall be flattened if possible, to save space and placed in the proper recycling receptacle provided by the Village's designated haulers
- 5) Glass containers shall be clean, rinsed, and flattened if possible, to save space and placed in the proper recycling receptacle provided by the Village's designated haulers
- 6) Magazines shall be placed in the proper recycling receptacle provided by the Village's designated haulers
- 7) Newspaper shall be placed in the proper recycling receptacle provided by the Village's designated haulers
- 8) Office paper shall be placed in the proper recycling receptacle provided by the Village's designated haulers
- 9) The listed rigid plastic containers shall be prepared and collected and placed in the proper recycling receptacle provided by the Village's designated haulers as follows:
 - a) Plastic containers made of PETE, including SPI Code # 1.
 - b) Plastic containers made of HDPE, including SPI Code # 2.
 - c) Plastic containers made of PVC, including SPI Code # 3.
 - d) Plastic containers made of LDPE, including SPI Code # 4.
 - e) Plastic containers made of PP, including SPI Code # 5.
 - f) Plastic containers made of PS, including SPI Code # 6.
 - g) Plastic containers made of other resins or multiple resins, including SPI Code # 7.
- 10) Steel containers shall be recycled by contacting the Village of Colfax or the collection sites or by taking to a salvage yard; these options may include a fee.
- 11) Waste tires shall be the responsibility of residents to properly dispose of, they may be recycled by taking to the collection sites, or taken to a salvage yard; these options may include a fee.

Sec. 8-3-14 – RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE-FAMILY DWELLINGS

- 1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in Section 5(5) through (15):
 - a) Provide adequate, separate containers for the recyclable materials.
 - b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - c) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - d) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Section 5(5) through (15) from solid waste in as pure a form as is technically feasible.

Sec. 8-3-15 – RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF NON-RESIDENTIAL FACILITIES AND PROPERTIES

- 1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 5(5) through (15):
 - (a) Provide adequate, separate containers for the recyclable materials.
 - (b) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (c) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (d) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility

licensed by the Department of Natural Resources that recovers for recycling the materials specified in Section 5 (5) through (15) from solid waste in as pure a form as is technically feasible.

Sec. 8-3-16 – PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS SEPARATED FOR RECYCLING

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 5 (5) through (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Sec. 8-3-17 – PROHIBITION OF DUMPING

It shall be unlawful for any person to deposit, throw, dispose of, place, or dump garbage, dead animals, combustible refuse, recyclables, or other deleterious matters in any alley, street, road, lane, ditch, or other public place within the Town. It shall be unlawful for any person to deposit, throw, dispose of, place, or dump garbage, dead animals, combustible refuse, recyclables, or other deleterious matters on private property.

Sec. 8-3-18 – ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.

Sec. 8-3-19 – INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Chapter NR 544, Wis. Administrative Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Chapter NR 544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.

Sec. 8-3-20 – APPLICABILITY

The requirements of this ordinance apply to all users of the collection sites operated and managed under the Village of Colfax, the responsible unit.

Sec. 8-3-21 – ADMINISTRATION

The provisions of this ordinance shall be administered by the Village of Colfax, the Solid Waste and Recycling Committee and any designees.

Sec. 8-3-22 – ENFORCEMENT

- 1) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the Village of Colfax and any designees may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of Colfax and its designees who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- 2) Any person who violates a provision of this ordinance may be issued a citation by the Village of Colfax, who will collect the forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law

relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

3) Penalties for violating this ordinance may be assessed as follows:

(a) Any person who violates Section 16 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2,000 for a third or subsequent violation.

(b) Any person who violates a provision of this ordinance, except Section 16, may be required to forfeit not less than \$10 or more than \$1,000 for each violation.

Sec. 8-3-23 – SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Sec. 8-3-24 – EFFECTIVE DATE

The provisions of this ordinance shall take effect on January 1, 2021.

SECTION 2. This ordinance shall take effect upon passage and publication as required by law.

Adopted: September 30, 2020, effective January 1, 2021

Published: October 28, 2020

ATTEST:

Scott Gunnufson, Village President

Lynn Niggemann, Administrator-Clerk-Treasurer

**Agreement Designating Village of Colfax as
the Responsible Unit for Recycling**

This Agreement Designating Village of Colfax as the Responsible Unit for Recycling ("Agreement") is entered into this 28th day of September, 2020, by and between the Village of Colfax, ("Village") and the Town of Colfax, Town of Grant, Town of Otter Creek, Town of Tainter, Town of Spring Brook, Town of Wilson, Town of Elk Mound, and the Village of Elk Mound, each a Wisconsin municipality (individually "Municipality" and collectively "Municipalities") (Village and Municipalities collectively the "Parties" or may be individually referred to as a "Party").

ARTICLE I: Purpose

The purpose of this Agreement is to designate by contract, pursuant to Wis. Stat. § 66.0301, the Village of Colfax as the Responsible Unit for the Town of Colfax, Town of Grant, Town of Otter Creek, Town of Tainter, Town of Spring Brook, Town of Elk Mound and the Village of Elk Mound, under Wis. Stat. §287.09(1)(d).

ARTICLE II: Terms

- I. Term: The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2021.
- II. Renewal of Agreement: The term of this Agreement shall be automatically renewed for an additional five (5) years, and shall continue to renew for successive five (5) year terms, unless a Party gives written notice to the other Parties at least 90 days prior to the expiration of the term of its intent not to renew, and the Agreement shall not be renewed with that Party giving notice.
- III. Withdrawal Option: Notwithstanding the above, the any Party shall have the option to withdraw from the participation and obligations of this Agreement upon one hundred eighty (180) days' notice to the other Parties. This option to withdraw shall only be effective upon a majority vote of the governing body of that Party executing this agreement.
- IV. Other Terms: Termination of or withdrawal from this Agreement will not result in a refund of any payments made or assigned to the Village by the Municipality.
- V. In the event any Municipality is a Party to this Agreement and is responsible for the costs associated with equipment or other costs extending beyond the calendar year in which that withdrawing Municipality will participate, that Municipality shall continue to pay its proportionate per capita share to the Village until the equipment or other multi-year cost is paid and satisfied in full. This provision shall survive termination of the Agreement. By way of example of the foregoing, if equipment purchased for the Village of Colfax site is financed over a 5-year period, and the Town of Colfax withdraws from this Agreement after the second year, the Town of Colfax shall pay its proportionate per capita share of the equipment costs for years 3 through 5 of the financing period until the equipment is paid in full, even though it is no longer a Party to this Agreement.

ARTICLE III

- I. Responsible Unit Designation: Each Municipality hereby agrees to designate the Village of Colfax as the responsible unit, for developing and implementing an effective recycling program pursuant to Wis. stats. 287.09. The Village of Colfax hereby accepts such designation and agrees to assume the duties of responsible unit as provided in Chapter 287, Wis. Stats. Unless otherwise provided in this Agreement, as the designated responsible unit, the Village has the full and final authority over the responsibilities and duties under ch. 287, Wis. Stats.

- ii. Amendment: The Village and the Municipalities agree that this Agreement may be further amended and/or supplemented as agreed upon in writing by the Parties, so as to implement the Village's effective recycling program to and for the benefit of the Parties, and so as to comply with Chapter 287 as now in force and effect or as hereafter amended, including any rules or regulations under the Wisconsin Administrative Code.

ARTICLE IV

Duties and Responsibilities of the Village of Colfax

- i. The Village, as the designated responsible unit for the Municipalities during the term of this Agreement hereby agrees to do the following:
 - a. Develop, implement and operate an effective recycling program for to manage the solid waste (recyclable materials) generated within the Village and Municipalities, in cooperation with the Municipalities, and in compliance with the terms, conditions, obligations, requirements and priorities as set forth under Chapter 287 Wis. Stats. The Village of Colfax's recycling program shall include:
 - i. A public education program to inform residents, persons, and business entities within the Village and Municipalities of the reasons to recycle, local opportunities to recycle, and all prohibitions on land disposal and incineration as set forth under 287.07 Wis. stats.
 - ii. A requirement by creation of appropriate Village and other Municipalities' ordinance(s), that the occupants of single-family residences, buildings containing two (2) or more dwelling units and commercial, retail, industrial, and governmental facilities in the Villages and Municipalities either separate the materials identified in 287.07 Wis. Stats. from post-consumer waste generated in the Villages and Municipalities and as allowed by Wis. Stat. § 287.07 .
 - iii. A requirement by creation of appropriate Village and other Municipalities' ordinance(s), that owners of buildings that contain five (5) or more dwelling units in the Village and Municipalities do all of the following:
 1. Provide adequate, separate containers for the effective recycling program established under I(a)(ii).
 2. Notify tenants at the time of renting or leasing the dwelling and semi-annually thereafter of the effective recycling program established under this paragraph and I(a)(ii).
 3. Provide for the collection of recyclable materials separated from solid waste by the tenants and the delivery of the recyclable materials to a Village-designated recycling facility.
 - iv. A requirement by creation of appropriate Village and Municipalities' ordinance(s), that owners of commercial, retail, industrial, and governmental facilities in the Village and Municipalities do all of the following:
 1. Provide adequate, separate containers for the effective recycling program established under I(a)(ii).
 2. Regularly notify all users and occupants of the facilities of the effective recycling program established under this paragraph and I(a)(ii).
 3. Provide for the collection of recyclable materials separated from solid waste by the users and occupants and the delivery of the recyclable materials to a Village-designated recycling facility.
 - v. A system for collecting from single family residences in the Village and Municipalities, any materials separated pursuant to the effective recycling program pursuant to I(a)(ii).
 - vi. A system for the processing and marketing of recyclable materials collected by the Village or by Municipalities located within the Village and respective Municipalities.
 - vii. Prohibition on disposing of, in a solid waste disposal facility or burning in a solid

- waste treatment facility any material identified in Wis. Stat. § 287.07(3) and (4) that is separated for recycling as part of this recycling program
- viii. Provisions for the management of postconsumer waste that is not separated for recycling or recovery under I(a)(ii), consistent with the highest feasible priority under Sec Wis. Stat. § 287.05(12).
 - ix. Except as otherwise set forth in this Agreement, procure the equipment (if necessary) or means necessary to implement I(a)(i), (ii), (iv), (vi), and (xii) , including contracts for service, staff, supplies and equipment from vendors.
 - x. A reasonable effort through the implementation of this effective recycling program to reduce to the maximum extent feasible the amount, by weight, of each material specified in Wis. Stat. § 287.07(3) and (4) that is generated as solid waste within the Village and respective Municipalities and disposed of in a solid waste disposal facility or converted into fuel or burned without energy recovery in a solid waste treatment facility.
 - xi. Other provisions to be implemented as established by the Department of Natural Resources by rule, as authorized by Wis. Stat. § 287.11.
 - xii. Provide adequate enforcement of the program established above.
- b. Provide information as requested regarding the status and planning of the effective recycling program to the Municipalities.
 - c. Submit to the Wisconsin Department of Natural Resource a report setting forth how the Village intends to implement the effective recycling program, the report shall specify all of the following:
 - i. Whether the Village of any other person, firm or entity, as designated by the Village under Wis. Stat. § 287.09(3)(a) will implement a component of the program.
 - ii. The procedures or processes that the Village intends to use to separate, collect, store, process and market solid waste or components of solid waste (recyclables) and to educate the public on the effective recycling program.
 - iii. The procedures or processes that the Village intends to use to manage solid waste that is not separated for recovering or recycling, consistent with the priorities under Wis. Stat. § 287.05(12).
 - iv. A schedule of the implementation of the effective recycling program.
 - d. Provide information requested by the Wisconsin Department of Natural Resources on the status of the implementation of the effective recycling program.
 - e. Waste generated by the parties of this agreement will be managed in accordance with Wis. Stat. § 287.05(12). The management of solid waste, whenever possible and practical, will be managed by the following priorities:
 - i. The reduction of the amount of solid waste generated.
 - ii. The reuse of solid waste.
 - iii. The recycling of solid waste.
 - iv. The composting of solid waste.
 - v. The recovery of energy from solid waste.
 - vi. The land disposal of solid waste.
 - vii. The burning of solid waste without energy recovery.
 - f. Consistent with Wis. Stat. § 287.09(2)(a), Village staff will mail out Recycling Awareness Newsletters to Village residents which will include information on acceptable/non-acceptable materials at the collection site and reminders of items which are banned from landfill disposal, including information about why it is important to recycle electronic devices, and opportunities available to those persons for recycling electronic devices. Materials and price lists will be provided on-line and at the site regarding Non-

mandated recycling that will be accepted at each site. The Village will provide social media and newspaper information introducing that new operations of the Colfax and Elk Mound sites with the Village of Colfax, as the responsible unit.

ARTICLE V

Duties and Responsibilities of the Municipalities

- I. The Consistent with Wis. Stat. § 287.09(2)(a), Municipalities' staff will mail out Recycling Awareness Newsletters to their respective residents, which will include information on acceptable/non-acceptable materials at the Collection site and reminders of Items which are banned from landfill disposal, including information about why it is important to recycle electronic devices, and opportunities available to those persons for recycling electronic devices. Materials and price lists will be provided on-line and at the site regarding Non-mandated recycling that will be accepted at each site. The Municipalities will provide social media and, to the extent the information is not already provided by the Village, newspaper information introducing that new operations of the Colfax and Elk Mound sites with the Village of Colfax, as the responsible unit.
- II. The Village of Elk Mound, Town of Elk Mound, and Town of Spring Brook shall be fully responsible for acquiring and paying for the full cost of necessary equipment to operating the recycling collection center at the facility site in the Village of Elk Mound. Neither the Village or the other Municipalities shall be responsible for any maintenance, upkeep, or other payments related to the equipment at the Elk Mound facility.
- III. Municipalities shall cooperate with the Village and shall perform funding and other obligations as set forth in this Agreement.

ARTICLE VI

Funding. All revenues from the recycling program shall be kept in a separate recycling account ("Segregated Account"), apart from the general fund of the Village, at a financial institution of Village's choosing. To offset the cost of the Recycling program, the Village of Colfax will receive the following revenues:

- I. The Village as designated responsible unit by contract for the Town of Colfax shall be entitled to receive all monies or other assets distributed by the state of Wisconsin, directly or indirectly to or for the benefit of the Municipalities resulting from or related to ch. 287, Wis. Stats. Each Municipality shall deposit or otherwise transfer such monies to the Village for placement in the Segregated Account. The Village shall have the right to deposit any and all revenues into the Segregated Account that arise from the sale of recyclable materials processed through the recycling program under this Agreement. The Village shall, upon request, provide evidence of deposit of such monies into the Segregated Account.
- II. Village shall receive, and the Municipalities shall provide to the Village, any and all of the financial assistance or other grants provided under Wis. Stat. §§ 287.23 and 287.24 or any other source related to the recycling program.
- III. The Village of Colfax clerk will keep a record of all the income and expenses incurred at the Colfax and Elk Mound Collection sites, inclusive of administrative costs and other costs to run the recycling program, third-party contracts, and Village employee time to carry out the responsibilities and related duties as the responsible unit. All costs incurred by or related to the Village being the responsible unit shall be billed out to the Municipalities on a monthly/quarterly basis.
- IV. The Municipalities and Village shall share in and pay for the costs of the Village serving as the responsible unit on a proportionate, per capita basis, as calculated and set forth on the

Comment [A1]: This portion regarding billing and payment needs some fine-tuning and additional Village input/detail.

attached Exhibit A. The Municipalities and the Village will meet and confer at the end of each September to reassess the per capita bill rate for next calendar year.

V. Municipalities shall pay to the Village their respective proportionate share of the costs, on a per capita basis, in the amount billed by the Village no later than thirty (30) days after the date of the invoice from the Village.

VI. The Town of Elk Mound will pay an Extra Administration fee of \$1/capita to the Village of Colfax for Responsible Unit

Comment [A2]: More clarity needed

VII. Initial startup expenses (signage, newsletter, and similar items, but excluding equipment at the collection facilities) will be split per capita between the Village and Municipalities. After initial startup, these expenses will be included in per capita.

VIII. The equipment costs at the collection facility in the Village of Colfax shall be shared on a proportionate, per capita basis between the Village and all Municipalities except for the Town of Elk Mound, Village of Elk Mound, and the Town of Spring Brook.

ARTICLE VII

Asset Disposition on Termination

At the termination of the Agreement, all equipment purchased through the liquidation of the Dunn County Solid Waste and Recycling Program or as otherwise acquired by Village will be evaluated based on continued need to run the sites. Disposal of equipment will be determined by the entire Solid Waste and Recycling Committee by a majority vote.

ARTICLE VIII – Solid Waste and Recycling Committee

- I. Purpose. The Colfax Solid Waste and Recycling Committee has been created and formed prior to this Agreement's Effective Date, and will remain in place through the term of this Agreement. The role of the Colfax Solid Waste and Recycling Committee is to coordinate and advise the Village regarding recycling efforts within the Village and each member's corporate boundaries and to provide recommendations to implement the effective recycling program.
- II. Number, Appointment and Term of Committee Members.
 - a. The Recycling Advisory Board shall consist of one member and an alternate designee appointed by the Village's governing board and each participating Municipality's governing board to represent the interests of their respective residents. The Village's President will be the chairperson of the Colfax Solid Waste and Recycling Committee. A Vice Chair shall be determined by the Colfax Solid Waste and Recycling Committee and shall perform the duties of the chairperson during any absence of the chairperson.
 - b. Members of the Colfax Solid Waste and Recycling Committee must be elected officials of the Village or a Municipality that is a party to this Agreement. The Village or Municipality shall have the right to appoint a member or members to the Colfax Solid Waste and Recycling Committee only so long as they remain entered in this Agreement. Members shall be appointed for a term designated by the appointing Village or Municipality, provided such term shall not exceed two (2) years.
- III. Removal, Resignation, and Vacancies of Committee Members.
 - a. A Committee member shall be immediately removed from office in the event the entity appointing such member provides notification of withdrawal from or otherwise terminates this Agreement. A Committee member may resign at any time by notifying the Colfax Solid Waste and Recycling Committee in writing of such resignation. Any vacancy in the Colfax Solid Waste and Recycling Committee shall be filled by

appointment by the Municipality or Village responsible for appointing such Committee member.

b. A Committee member shall be removed from the Colfax Sold Waste and Recycling Committee at a meeting of the Committee upon receipt of written notice from the Municipality or Village which appointed such member indicating that such member no longer represents such governmental body. A Committee member may otherwise be removed by a two-thirds vote of the Colfax Sold Waste and Recycling Committee, if in the opinion of such members, there is not adequate participation in the affairs of the Colfax Sold Waste and Recycling Committee by such member, or if other cause exists for removal.

IV. Meetings of the Colfax Sold Waste and Recycling Committee. The Colfax Sold Waste and Recycling Committee shall meet quarterly, and such meetings shall be held at such time and place as the Colfax Sold Waste and Recycling Committee members may designate. Special meetings of the Colfax Sold Waste and Recycling Committee may be held at anytime, as called by the Chairperson of the Committee. The presence of the majority of the Colfax Sold Waste and Recycling Committee shall constitute a quorum and such meetings shall be properly posted and otherwise comply with Wisconsin's Open Meetings Law and Wisconsin's Public Records Law.

ARTICLE IX

Indemnification

Each Municipality shall indemnify, defend, and save and hold Village free and harmless from any and all claims for injury and damages to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from Village acting as the responsible unit or otherwise arising out of this Agreement.

ARTICLE X

Miscellaneous

- I. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail and shall be addressed to the party at the address noted under the signature to this Agreement or to such other address as may be, from time to time, designated by written notice.
- II. Binding Effect. All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both parties.
- III. Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
- IV. Headings and Terms. The headings to the various sections of this Agreement have been inserted for convenient reference and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "person"

when used in this Agreement, shall mean the appropriate individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity as sense required.

- V. Construction of Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
- VI. Governing Law. This Agreement shall be governed and construed under the laws of the State of Wisconsin.
- VII. Entire Agreement. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

[SIGNATURE PAGE FOLLOWS]

DRAFT

SIGNATURE PAGE FOR CONTRACT AGREEMENT
DESIGNATING VILLAGE OF COLFAX
AS THE RESPONSIBLE UNIT FOR RECYCLING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
their representatives dated and signed this ____ Day of September, 2020

VILLAGE OF COLFAX

By: _____
Scott Gunnufson, Village President

TOWN OF COLFAX

By: _____
Dean Logslett, Chairman

Comment [A3]: Include signature blocks for rest
of municipalities on subsequent pages.

TOWN OF GRANT

By: _____
Dave Buchner, Chairman

TOWN OF OTTER CREEK

By: _____
LeAnn Ralph, Chairman

TOWN OF TAINTER

By: _____
Justin Albricht, Chairman

TOWN OF WILSON

By: _____
Raymond Glaser, Chairman

VILLAGE OF ELK MOUND

By: _____
Terry Stamm, Chairman

TOWN OF ELK MOUND

By: _____
Terry Christianson, Chairman

TOWN OF SPRING BROOK

By: _____
John Schaefer, Chairman

ATTEST:

Lynn Niggemann, – Village of Colfax Clerk

Attest Date:

Lynn Niggemann

From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Friday, October 2, 2020 3:34 PM
To: 'Patricia Hahn'
Subject: RE: dump sites

Pat ~

Information in response to the meeting that I had with Terry today.

Brian called so that he could get some clarification.

- Premise Liability will extend from each municipalities liability policy at no additional cost.
- The buildings and equipment will be insured by the municipality that owns the site.
 - Equipment premiums are 19.2 cents per \$100 of Replacement cost value
 - Building premiums are 11.4 cents per \$100 of Replacement cost value (the compactors are considered buildings because they are not removable)
- Pollution policy – Brian will have an application sent to get the cost. He feels that each location should have a policy because each location would have exposure. This policy would be insured by the site owner.
 - This would cover the oils, antifreezes, Freon, light bulbs, paints, etc. – hazardous materials.
 - Estimated \$2,500 to \$3,000 per location, but not 100 % sure.
- The cost to insured the buildings, equipment and the pollution policy would be items that I feel could be billed back to the Solid Waste and Recycling Fund.

I think this will answer the questions that we discussed today.

Lynn Niggemann

Administrator-Clerk-Treasurer

Village of Colfax

P.O. Box 417

613 Main Street

Colfax, WI 54730-0417

P: 715-962-3311; C: 715-308-9986; F: 715-962-2221

ClerkTreasurer@villageofcolfaxwi.org

Population 1,105

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From: Lynn Niggemann [<mailto:clerktreasurer@villageofcolfaxwi.org>]

Sent: Friday, October 2, 2020 2:29 PM

To: 'Brian Christ'

Cc: 'Patricia Hahn'

Subject: dump sites

Brian~

Not sure if I asked the following question the other day when we talked.

So the Village of Colfax will be the RU for both the Colfax site and the Elk Mound site, as we went over.

Elk Mound and two Towns will purchase the equipment at the Elk Mound site. Elk Mound would insure the buildings and equipment at that location because they own the land. Colfax and the five towns will purchase the equipment at the Colfax site. Colfax will insure the buildings and the equipment because they own the land.

We talked about pollution policy for any accidental spills. You gave me a price of \$2,500 to \$3,000. Was that price for each location or for Colfax and they extend to Elk Mound site?

Liability Insurance – How will we handle the liability for each site. Because each site is either owned by the Village of Colfax or the Village of Elk Mound, do our policies just extend liability coverage to that location?

Thought it would be better for my piece of mind to have things in writing.

Lynn Niggemann

Administrator-Clerk-Treasurer

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Lynn Niggemann

From: LeAnn Ralph <bigpines@ruralroute2.com>
Sent: Tuesday, September 29, 2020 3:20 PM
To: Lynn Niggemann
Subject: Print Estimates

Hi Lynn,

I now have samples and print estimates for the educational material and the parking permits.

I told them to calculate on 5,000 pieces each — which should be in the ballpark.

Permits (rearview mirror hangers) — black ink on colored stock one sided — would be 7 1/4 cents each — so 5,000 comes to \$362.50

Educational material — two sided full color — 5,000 pieces — folded to fit a No. 10 envelope — would be 32 cents each for \$1,600 (if not two-sided, the cost would be less than that)

They can also print No 10 regular envelopes with the permit number from the post office and the return address (for the Colfax RU) for mailing the permits and educational material. We can mail those out using “Every Door Direct Mail” through the post office at a cost of 19 cents per piece of mail. The envelopes, printed, would be \$269.

So with permits, educational flyer, envelopes and postage — the total would be \$3,182.

LeAnn