

Colfax Solid Waste & Recycling Committee Meeting-AMENDED

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 27th, 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. Dunn County Bid
 - i. Bid submission discussion and action
 - *Amount of bid
 - ii. Any other discussion items related to the bid documents
 - * Brush grinding November, leave for residents?
 - * WDRN has requirements if we intend to continue yard waste.
 - * Site Closure transition decision for County
 - b. What if Colfax RU and members do not win Dunn County Bid for additional compactors/receivers?
 - i. How will cost be distributed is we get one with the bid?
 - ii. Which vendor if we have to buy new?
 1. Stay with JWR because we already have two other Sebright Compactors?
 2. Densification requirements at the MRF?
 3. One maintenance agreement?
 4. Estimate with other vendors?
 - c. Sand Creek is inquiring about non-resident participation at the Colfax site- They are their own RU, but majority of their residents have pickup. They are wondering about the following:
 - i. Will Colfax allow use to non-residents?
 - ii. Fees?
 - iii. Non-mandated recycling?
 - d. Non-Mandated Recycling – Scott Gunnufson
 - i. Discuss the categories and take possible action with possible contracts
 1. USA Clothes
 2. Can collection at Dollar General
 3. Scrap Metals for possible future contracts – Polish Enterprises – Steve Rowan
 - e. Employment Agency – Start drafting bid document
 - f. Per capita billing
 - i. Updated the populations on the worksheet
 - ii. Per capita billing dates
 1. January, April, July and October
 2. Invoice around the first of the month and due by the end of that month.
 - g. Any other items for consideration
 - * Agreement questions
 - h. Site Locations will break out for equipment payment discussion.
4. 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.

Lynn Niggemann

From: Gerk, Morgan <mgerk@co.dunn.wi.us>
Sent: Friday, October 9, 2020 9:56 AM
To: Scott Gunnufson
Cc: Bob Cook; Charles Maves; Chase Potter; Chuck Siler; City of Menomonie; David Bartlett; Dean Logslett; Diane Duerst; Ed Hartung; Forrest Johnson; Frank Bammert; Gary Bjork; Gene Ruenger; Gilbert Krueger; Greg Holden; Greg Kipp; Harry Warden; HarryWarden JaniceRanden; Jim Richartz; Keith Strey; Lange, Nicholas; Larry Amble; Lowell Prange; Mark Dietsche; Mark Warner; Marv Prestrud; Megen Hines; Michael Larson; Michael Nelson; Paul Miller; Randy Eide; Raymond Glaser; Ryland Erdman; Smolarek, Zenon; Steve Rasmussen; Steven Abraham; Tim Lienau; Town of Colfax; Town of Dunn Clerk; Town of Elk Mound; Town of Grant; Town of Lucas; Town of Menomonie; Town of New Haven; Town of Otter Creek; Town of Peru; Town of Peru Chair; Town of Peru Supervisor 1; Town of Peru Supervisor 2; Town of Red Cedar; Town of Rock Creek; Town of Sand Creek; Town of Sheridan; Town of Sherman; Town of Spring Brook; Town of Tainter; Town of Tiffany; Town of Weston; Town of Wilson; Village of Colfax; Village of Downing; Village of Elk Mound; Village of Ridgeland; Village of Wheeler; Village of Wheeler; Wayne Kralewski; bennystephens77@gmail.com; chairman@townofelkmound.com; dar@boyceville.org; gibk@boyceville.org
Subject: Re: Important Updates/Deadlines

Dunn County operates a total of 10 compactors at our collection sites.

On Thu, Oct 8, 2020 at 2:50 PM Scott Gunnufson <sghomedesign@yahoo.com> wrote:
I want to know what the total inventory of compactors are in dunn county.

Sent from Yahoo Mail on Android

On Thu, Oct 8, 2020 at 1:46 PM, Randy Eide <reide@menomonie-wi.gov> wrote:

Agree Bruce but may be worth a trip to Ridgeland (I believe that is where the County has them) to see the containers

Sent from my iPhone

On Oct 8, 2020, at 13:26, Greg Kipp <grkipper@yahoo.com> wrote:

Thanks for the update.

Sent from Yahoo Mail on Android

On Thu, Oct 8, 2020 at 10:58 AM, Gerk, Morgan <mgerk@co.dunn.wi.us> wrote:

Good morning,

Below are some important updates and deadlines for your consideration, if applicable to your particular municipality.

Surplus Equipment Sales

Many of you have stated you are interested in acquiring for your sites. At this time, we have enough information to know what equipment will be available after January 1, 2021 based on the municipalities that have reported. **In order to keep the acquisition process equitable for**

all participating municipalities that are interested in acquiring surplus equipment, the County is proposing a deadline of November 6, 2020 for the receipt of sealed bids for the available equipment, after which the equipment will be sold to the highest bidder. Please address bids to:

John McLaughlin

Accounting Manager

Dunn County Department of Administration - Suite 225

3001 Highway 12 East

Menomonie, WI 54751

All bids received will be opened by the Solid Waste & Recycling Management Board at the scheduled November 10, 2020 meeting. In the event of any ties, the Solid Waste & Recycling Management Board Chair will flip a coin to determine the tie-breaker. Baseline values for each equipment type is provided below, and will act as the minimum bid amount. For instance, the established value for the collection site compactor/receiver units is \$15,000 each, which will act as the minimum bid for the surplus compactor/receiver units. Please note that any compactor/receiver units already installed at your sites will be available for sale to your municipality exclusively for the established price of \$15,000 each. This cost also includes all County-owned accessory equipment and infrastructure already in place at your site. County padlocks will be removed and are not included as accessory items. All costs associated with the removal, transportation, and installation of surplus equipment will be the sole responsibility of the buyer.

From the Connorsville Collection Site (E1285 1256th Street, Connorsville, WI)

(1) Sebright 5060 Compactor/Receiver Unit. Minimum bid \$15,000.

From the Ridgeland Collection Site (N12184 Highway 25, Ridgeland, WI)

(1) Sebright 5060 Compactor/Receiver Unit. Minimum bid \$15,000.

(2) Multi-Compartment Recycling Roll-Off Containers. Minimum bid \$250 each.

(1) 500 Gallon Used Oil Collection Tank and Containment System. Minimum bid \$500.

(1) Heated Site Office, Security Access Locks, Cash Safe, and Desk. Minimum bid \$500.

(1) Storage Shed. Minimum bid \$50.

(1) Storage Kennel. Minimum bid \$50.

(1) Vaulted Outhouse Privy and Toilet Pedestal. Minimum bid \$1.

From the Sand Creek Collection Site (N13425 County Highway I, Sand Creek, WI)

(2) Multi-Compartment Recycling Roll-Off Containers. Minimum bid \$250 each.

(1) Storage Shed. Minimum bid \$100.

Extra Receiver Box

We also have (1) extra Receiver Box for the compactors that is used to avoid delays during box switches at the landfill. For instance, if you request to have your receiver box emptied on a given day, there will be a necessary time commitment for getting the box shipped to the landfill, emptied, and returned to your site, hopefully in time for your next business day of operations. Having an extra receiver box in your inventory avoids the possibility of beginning a business day without the ability to operate your compactor.

The minimum bid for the Floater Receiver Box is \$3,000.

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Brush Grinding Plans

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The County intends to complete all brush grinding operations at the Boyceville, Colfax, and Elk Mound collection sites during the first week of November. Brush will be chipped into a large mulch pile, which has historically been made available at no cost to interested residents wishing to take it. Unless there are any objections to the mulch remaining at your site for use by your residents, I will not plan to remove it. Raw and composted yard waste materials also remain at these sites, and are also available to residents at no cost. If you prefer that these materials are removed prior to the closure in December, please let me know as soon as possible. Please note that if you choose to continue offering yard waste services at your site, there are specific WDNR requirements, including certifications that must be met for yard waste composting based on estimated annual volumes. Questions regarding yard waste composting and certification can be obtained by contacting Troy Gansluckner at (715) 684-2914, ext. 132, or by email at Troy.Gansluckner@wisconsin.gov

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Site Closure Deadlines

In order to ensure that all County collection site operations can be properly closed out prior to January 1, 2021, I am seeking your input regarding an appropriate timeline. The County will need several days to complete the removal of all solid waste and recycling materials and vendor-owned dumpsters, and to complete site cleanup and inspections. This means that necessary closures will occur to meet these needs in the last two weeks of the year. We will work with our haulers to accommodate your requests, but this will undoubtedly be a challenging period with these activities occurring around the Christmas and New Year holidays. **Therefore, I would like each of you that intend to operate a collection site to inform me of your requests for a deadline for the County to appropriately prepare your site for the transition to municipal management as soon as possible**.

I appreciate your prompt attention to these matters. Please contact me with any questions you may have.

Thanks,

Morgan Gerk
Director, Dunn County Solid Waste & Recycling Division
Environmental Services Department
Dunn County Government Center
3001 US Highway 12 East, Room 251
Menomonie, WI 54751
715-231-6543 Office
715-944-7667 Cell
715-232-1520 Fax
mgerk@co.dunn.wi.us

Like us on Facebook! [facebook.com/dunncountyrecycling](https://www.facebook.com/dunncountyrecycling)

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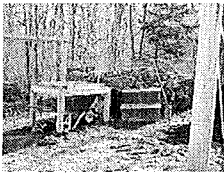


COMPOSTING IN WISCONSIN

Compost is an environmentally friendly way to create healthy soil for Wisconsin's landscape. Compost made from yard materials and other organics, like food scraps, can replenish soil with microorganisms and nutrients.

Wisconsin law prohibits landfill disposal of yard materials (also called "yard waste"), including leaves, grass clippings, brush and pieces of wood (branches, sticks, etc.) under 6 inches in diameter. Composting is an easy, inexpensive alternative to landfills that puts these resources to use instead of simply throwing them away.

WHAT IS COMPOST?



Keeping compost on hand is a great way to replenish soils and gardens.

Compost is a soil-like material rich in stabilized carbon produced from the breakdown of organic materials. It is considered a "soil amendment" rather than a fertilizer because it usually contains smaller amounts of nitrogen, phosphorus and potassium than mineral-based commercial fertilizer products.

Benefits of applying compost include:

- restoring or enhancing the ability of sandy soil to hold moisture and clay soils to drain;
- repairing or preventing damage caused by erosion; and
- aiding plant growth – e.g., in residential gardens, public landscapes or after construction and mining projects are completed.

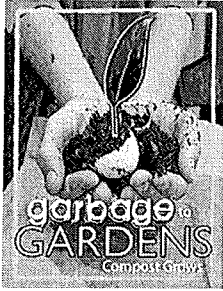
WISCONSIN'S COMPOSTING LANDSCAPE

Today, more than 200 state-licensed composting facilities manage some 200,000 tons of yard materials each year, and hundreds of thousands more tons of yard materials are achieved through home composting and mulching in place.

Wisconsin also generates an additional 500,000 tons of other compostable materials – including food scraps – each year that could be composted and made into useful products. DNR staff are working with nonprofits, local governments and businesses to help them build and expand composting operations in Wisconsin.

Composting can be done at home or on a large scale. More details about home composting are below. For information on state regulations for large-scale composting, see the following resources.

- [Composting rules and regulations in Wisconsin](#)
- [Farms and composting](#)
- [Compost use, quality and marketing](#)



- [Home Composting: The Complete Composter \(WA-182\)](#),^[PDF]
- [Home Composting Materials \(WA-1785\)](#),^[PDF]
- [Home Composting: Reap a Heap of Benefits \(WA-072\)](#),^[PDF] English Version
- [Home Composting: Compostaje casero Obtenga un montón de beneficios \(Reap a Heap of Benefits\) \(WA-1480\)](#),^[PDF] Spanish Version
- [Home Composting: Ua chiv tom vaj tom tsev muaj nuj nqis ntawm kev muab txiav, zom los xyaw ua ke \(Reap a Heap of Benefits\) \(WA-1481\)](#),^[PDF] Hmong Version
- [Garbage to Gardens: Compost Grows poster \(WA-1528\)](#),^[PDF 2.8MB]

OTHER PUBLICATIONS AND RESOURCES

- [UW-Extension master composter resources](#),^[exit DNR]
- [EPA website on composting](#),^[exit DNR]
- [Cornell composting website](#),^[exit DNR]
- [U.S. Composting Council](#),^[exit DNR]
- [U.S. Department of Agriculture composting information](#),^[exit DNR]
- [Washington State University Extension composting resources](#),^[exit DNR]

STUDIES

- [Results from the 2012 Survey of Wisconsin Compost Facilities](#),^[PDF]
- [Leaf and Yard Material Collection Practices in Wisconsin](#),^[PDF]



COMPOSTING RULES AND REGULATIONS IN WISCONSIN



A typical windrow composting system.

Wisconsin's composting rules include basic operating and location requirements to prevent composting from becoming a nuisance to neighbors and to ensure nutrients are not released to groundwater or nearby lakes and streams. The rules require most compost sites to turn the piles or windrows and to measure their temperature. Anyone managing a compost site, no matter the size, should operate in a nuisance-free and environmentally sound manner.

The Department of Natural Resources requires a facility to obtain a compost license for facilities that compost yard materials or food scraps if they have more than 50 cubic yards of material on-site at any time, with some exceptions for on-farm composting. Use the following links for information on small-scale home composting; requirements for composting on farms; or compost use, quality and marketing.

- [Home composting overview](#)
- [Farms and composting](#)
- [Compost use, quality and marketing](#)


The most common type of large-scale composting involves placing the compostable materials directly on the ground in orderly rows or piles, called windrows. The material is turned periodically to mix and aerate it. Aeration helps the microorganisms digest the materials and eventually produce finished compost.

Other types of large-scale composting include static windrows that are aerated using perforated tubes or blowers instead of turning and "in-vessel" composting that uses a continuously turning vessel and blower to provide aeration in a building or other facility (used to compost sludge or mixed solid waste in addition to yard waste).

SPECIFIC COMPOST RULES AND REGULATIONS


Yard materials	Food scraps	Large sites	Other solid waste	Resources
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RULES AND REGULATIONS FOR COMPOSTING YARD MATERIALS



Leaf composting in windrows.

Facilities may compost between 50 and 20,000 cubic yards of yard materials with reduced regulatory requirements. A prospective site operator must provide site location information to the DNR. New or expanding sites accepting more than 1,000 cubic yards of yard materials must request that the DNR conduct an initial site inspection to review locational criteria. The one-time fee for an initial site inspection is \$550. Use DNR Form 4400-209 to request an initial site inspection.

- [Initial Site Inspection Application \(Form 4400-209\)](#), (PDF) 

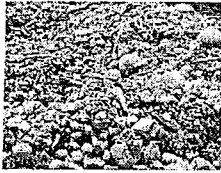
After DNR staff conduct the initial site inspection, the prospective operator should complete a Composting Facility Application (link below). After the application is reviewed by DNR staff, the DNR will send out a compost facility license application.

- [Composting Facility Application \(Form 4400-282\)](#), (PDF) 

These sites do not have to submit a formal design and operating plan, but must comply with the minimum design and operation standards described in state rules. This includes turning the piles or windrows and taking temperatures. A facility must renew its license each year, but there is no fee for a composting license. See the links below for more information:

- [Temperature monitoring at licensed compost facilities \(WA-1585\)](#), (PDF)
- [Composting Facilities Eligible for Exemption \(WA-1025\)](#), (PDF)

RULES FOR COMPOSTING SOURCE-SEPARATED MATERIAL



Food scraps prior to being processed and incorporated into windrows.

Any compostable materials separated from non-compostable materials before trash, recycling and compost collection are called **source-separated compostable material**. These materials include:

- food scraps;
- yard, garden and greenhouse trimmings;
- farm and non-farm crop residues;
- aquatic plants;
- fruit, vegetable and grain processing residues, like those produced in canning or brewing;
- fish harvesting and processing leftovers;
- farm and other manure from plant-eating animals, excluding deer and elk manure, and associated animal bedding;
- clean chipped wood;
- clean sawdust;
- non-recyclable compostable paper; and
- other similar materials approved in writing by the DNR.

Source-separated compostable material does **not** include domestic wastewater, sewage sludge or septage, high-volume industrial waste, rendering or slaughterhouse wastes, animal carcasses, biosolids (like sewage-based fertilizers), other solid waste or hazardous waste.

Composting sites that manage 5,000 cubic yards or less of source-separated compostable material on-site at one time may operate under reduced regulatory requirements. A prospective site operator must provide site location information to the DNR. New or expanding sites must

request that the DNR conduct an initial site inspection to review locational criteria. The one-time fee for an initial site inspection is \$550. Use DNR Form 4400-209 to request an initial site inspection.

- [Initial Site Inspection Application \(Form 4400-209\)](#),^(PDF)

After DNR staff conduct the initial site inspection the prospective operator should complete a Composting Facility Application (link below). The application must include a description of the site operations, a map of the site showing neighboring properties and a plan for controlling run-on to and run-off from the site. After the application is reviewed by DNR staff, and if a plan of operation approval is issued, the DNR will send out a compost facility license application.

- [Composting Facility Application \(Form 4400-282\)](#),^(PDF)

Source-separated compostable materials composting facilities may also compost food-related containers and utensils that meet ASTM International standards for compostability—for example, cups and plates and cutlery.

It may be possible in some cases to combine source-separated compostable materials and yard materials composting operations. Discuss this with your regional DNR composting contact for the county where the compost facility will be located.

- [DNR regional composting contact information](#)

LARGER COMPOST SITES FOR YARD MATERIALS OR FOOD SCRAPS

Composting sites designed for more than 20,000 cubic yards of yard materials or more than 5,000 cubic yards of source-separated compostable material must have both an initial site inspection and a written plan of operation approval from the DNR.

To obtain approval, the prospective owner must prepare and submit to the DNR for review a plan describing how the facility will meet the specified design, operation and monitoring requirements. The DNR has developed a checklist to help develop a plan of operation.

- [Plan of operation checklist for compost facilities \(WA-1586\)](#),^(PDF)

For more details, see [Composting Facility Application \(Form 4400-282\)](#),^(PDF) The application form lists the steps needed to obtain a license and includes a checklist of what needs to be submitted.

If critical engineered features are necessary, the plan must also describe how the owner will ensure the use of proper construction methods, and the owner may be required to submit a construction documentation report.

RULES AND REGULATIONS FOR COMPOSTING OTHER SOLID WASTE



The typical probe used to measure windrow temperature.

A facility composting materials other than yard materials and source-separated compostable materials is regulated as a **processing facility** under s. NR 502.08, Wis. Adm. Code. This does not include some on-site farm composting.

- [s. NR 502.08, Wis. Adm. Code](#)^(PDF exit DNR)

This is true regardless of the composting facility size. For example, a facility composting a mixture including any industrial solid waste, such as paper mill sludge, mixed with yard materials or food scraps, is regulated as either a solid waste processing facility by the DNR's Waste and Materials

Management Program or under a wastewater discharge permit by the agency's Watershed Program.

The processing facility rule allows the DNR to write a customized permit based on the type of solid waste to be processed, the proposed processing methods and site-specific conditions. For example, a facility composting slaughterhouse wastes is likely to have very different design and operating needs than one processing paper mill sludge and chipped wood.

Just as for large composting facilities, processing facilities must meet location criteria and have an initial site inspection. A facility must get DNR approval of a plan describing how the facility will be designed, constructed, operated and monitored. The facility will also need a solid waste processing license.

For assistance regarding proposed processing facilities, contact your regional DNR waste management specialist assigned to the county where your facility is located

- [DNR waste management specialist contact information](#)

DNR PUBLICATIONS

- [Frequently asked questions on new compost rule \(WA-1584\)](#),^(PDF)
- [Temperature monitoring at licensed compost facilities \(WA-1585\)](#),^(PDF)
- [Plan of Operation checklist for compost facilities \(WA-1586\)](#),^(PDF)
- [Storm water pollution prevention plan worksheet for licensed compost sites that submit plans of operation \(WA-1587\)](#),^(PDF)
- [Fact sheet: determining the category of your compost facility \(WA-1588\)](#),^(PDF)
- [Requirements for marketing Class A compost \(WA-1589\)](#),^(PDF)
- [Fact sheet: large-scale composting of food residuals and other source-separated compostable materials \(WA-1590\)](#),^(PDF)
- [Compost facilities eligible for exemption \(WA1025\)](#),^(PDF)
- [DNR recommendations on "compostable" yard waste plastic bags \(WA-423\)](#),^(PDF)
- [Blastomycosis and yard composting awareness \(WA-1173\)](#),^(PDF)

DNR FORMS

Warning: Due to the fillable nature of these PDF forms, many current browsers will not open them properly.

1. From a desktop computer, download the PDF form (right-click on the link, then select "Save link as" or "Save target as")
2. Make a note of the file location and file name so you can access the file from your device.
3. Do not double-click the file. Open the Adobe Reader software then select "File > Open" then browse to the PDF file you saved on your device. See [PDF Help](#) for additional information.

- [Composting Facility Application \(Form 4400-282\)](#),^(PDF)
- [Compost Facility Quarterly Storm Event Visual Inspection Field Sheet \(Form 4400-283A\)](#),^(PDF)
- [Compost Facility Semi-annual Non-storm Event Visual Inspection Field Sheet \(Form 4400-283B\)](#),^(PDF)
- [Ch. NR 502 Non-Landfill Solid Waste Facility Initial Site Inspection \(ISI\) Application \(Form 4400-209\)](#),^(PDF)

OTHER PUBLICATIONS AND RESOURCES

- [Cornell University Composting](#) (exit DNR)
- [Massachusetts Department of Environmental Protection: Supermarket Composting Handbook](#) (PDF exit DNR)
- [U.S. Composting Council](#) (exit DNR)
- [U.S. Department of Agriculture composting information](#) (exit DNR)
- [Washington State University Extension composting resources](#) (exit DNR)

STUDIES

- [Results from the 2012 Survey of Wisconsin Compost Facilities](#) (PDF)
- [Leaf and Yard Material Collection Practices in Wisconsin](#) (PDF)



COMPOST USE, QUALITY AND MARKETING

Marketing compost and achieving the compost quality needed for specific uses are important considerations for a composting facility owner. It's essential to identify the target market, ensure an appropriate compost quality and develop a suitable marketing strategy. Otherwise, it may be difficult to market the compost.

Compost use

Product quality

Class A compost

Compost as fertilizer

USING COMPOST

You do not need DNR approval to landspread yard material, composted yard material or composted vegetable food waste and other similar composted vegetable matter – this exemption is found in s. NR 518.04, Wis. Adm. Code. However, the following recommendations and requirements apply to all landspreading of these materials.

- The material must be applied as a soil conditioner or fertilizer in accordance with accepted agricultural practices, and in a safe, nuisance-free manner.
- Do not spread materials while the ground is frozen or excessively wet.
- Consider the soil type and nutrient needs at the location where materials will be applied. Soil tests can be used to help determine appropriate application rates. If the material is high in nutrients, be sure to limit the application to what plants need, so that excess nutrients do not run off into surface or groundwater. Material containing lots of grass clippings or food scraps will contain more nutrients than leaves or brush.
- Make sure there are no contaminants, such as plastic bags, in materials to be composted or spread.

For landspreading bulk quantities of material, such as on-farm fields, the following requirements also apply:

- Immediately incorporate the materials into the soil. The landspreading exemption does not cover the storage of materials at landspreading locations, so deliver only the amount of material that can be spread and incorporated right away (within one to three days). Excess materials must be maintained at a storage or composting facility, which requires a license from DNR if more than 50 cubic yards of material will be on-site at any one time.
- Maintain setbacks from floodplains at 100 feet, water supply wells at 200 feet and nearby residences at 500 feet.

Small farms also do not need approval to landspread agricultural crop residue, manure or composted animal carcasses – this exemption is found in s. NR 518.04, Wis. Adm. Code. All recommendations and requirements described above apply. A wastewater discharge permit regulates the management of agricultural wastes from larger farms and confined animal feeding operations (CAFOs).

COMPOST QUALITY

The DNR regulates compost product quality only to the extent necessary to protect public health and the environment, not as a consumer protection service or to legitimize marketing claims.



The DNR must review the use of compost made from other types of solid wastes. If the composted materials are acceptable for the use identified by the facility owner, DNR staff will issue an exemption to allow that use. Based on the quality of the compost product, a facility owner may propose a limited or controlled compost use or may seek to distribute the compost under a broad exemption, such as through retail outlets.

The DNR published new compost rules (effective June 1, 2012) that establish a category of high-quality compost called Class A compost, made from source-separated organic materials. Meeting the requirements in the new compost rules should ensure a compost facility's ability to publicly distribute its compost. For more information on Class A compost, see [Requirements for Marketing Class A Compost \(WA-1589\)](#).^(PDF)

The [U.S. Composting Council \(USCC\)](#),^(exit DNR) is a private organization that, among other things, has helped to establish industry-accepted standards for laboratory testing of compost products, the Seal of Testing Assurance (STA) Program. The STA program is a set of standards for the proper testing of compost (laboratory methods, sampling frequency, etc.) but does not contain standards for compost quality.

The Department of Agriculture, Trade & Consumer Protection (DATCP) regulates the sale and distribution of fertilizers and soil conditioners. More information about DATCP regulation is provided under [compost as fertilizer](#).

CLASS A COMPOST

The DNR provides the ability for a compost facility to produce compost that can be labeled as "Class A compost." Providing this category of compost allows those willing to spend the time and resources to develop a superior product to distribute it to consumers who may desire the knowledge that the material has undergone specific tests and meets specific standards.

For compost to be designated and distributed as Class A compost, it must meet several requirements:

- include source-separated compostable material only;
- use a process that reduces pathogens with temperatures recorded each day until the time and temperature criteria are met;
- test the compost using specified methods and provide results upon request; and
- document compost test results do not exceed specified limits.

More details about these requirements are available in [Requirements for Marketing Class A Compost \(WA-1589\)](#).^(PDF)

COMPOST AS FERTILIZER OR OTHER PRODUCTS REGULATED BY DATCP

DATCP regulates products that are marketed with performance claims for nutrient content or ability to enhance plant growth or crop yield. DATCP generally does not regulate materials that are land applied in a controlled manner under DNR rules. Composting facility owners may wish to obtain a DATCP review and permit so that the compost marketing information may include beneficial performance claims and to help promote the product. Rules that may apply and product types regulated include [chs. ATCP 29, 35, 40 and 41, Wis. Adm. Code](#).^(exit DNR)

Product types regulated by DATCP include:

- fertilizers;
- soil or plant additives (includes acidifiers);



- pesticides.

Products may not contain substances that are toxic or harmful to plants, animals or humans when handled or applied under reasonably foreseeable use conditions, unless the hazards are disclosed on the label with proper instructions to avoid injury.

More specifically, fertilizer used in accordance with its guaranteed nutrient content must not be harmful to humans or the environment, and DATCP also regulates metals that do not serve as nutrients and other contaminants in fertilizers. Soil or plant additive non-nutritive metals limits are based on application rates in s. ATCP 40, Appendix C, Wis. Adm. Code [exit DNR].



COMPOST USE, QUALITY AND MARKETING

Marketing compost and achieving the compost quality needed for specific uses are important considerations for a composting facility owner. It's essential to identify the target market, ensure an appropriate compost quality and develop a suitable marketing strategy. Otherwise, it may be difficult to market the compost.

Compost use	Product quality	Class A compost	Compost as fertilizer
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USING COMPOST

You do not need DNR approval to landspread yard material, composted yard material or composted vegetable food waste and other similar composted vegetable matter – this exemption is found in s. NR 518.04, Wis. Adm. Code. However, the following recommendations and requirements apply to all landspreading of these materials.

- The material must be applied as a soil conditioner or fertilizer in accordance with accepted agricultural practices, and in a safe, nuisance-free manner.
- Do not spread materials while the ground is frozen or excessively wet.
- Consider the soil type and nutrient needs at the location where materials will be applied. Soil tests can be used to help determine appropriate application rates. If the material is high in nutrients, be sure to limit the application to what plants need, so that excess nutrients do not run off into surface or groundwater. Material containing lots of grass clippings or food scraps will contain more nutrients than leaves or brush.
- Make sure there are no contaminants, such as plastic bags, in materials to be composted or spread.

For landspreading bulk quantities of material, such as on-farm fields, the following requirements also apply:

- Immediately incorporate the materials into the soil. The landspreading exemption does not cover the storage of materials at landspreading locations, so deliver only the amount of material that can be spread and incorporated right away (within one to three days). Excess materials must be maintained at a storage or composting facility, which requires a license from DNR if more than 50 cubic yards of material will be on-site at any one time.
- Maintain setbacks from floodplains at 100 feet, water supply wells at 200 feet and nearby residences at 500 feet.

Small farms also do not need approval to landspread agricultural crop residue, manure or composted animal carcasses – this exemption is found in s. NR 518.04, Wis. Adm. Code. All recommendations and requirements described above apply. A wastewater discharge permit regulates the management of agricultural wastes from larger farms and confined animal feeding operations (CAFOs).

COMPOST QUALITY

The DNR regulates compost product quality only to the extent necessary to protect public health and the environment, not as a consumer protection service or to legitimize marketing claims.



The DNR must review the use of compost made from other types of solid wastes. If the composted materials are acceptable for the use identified by the facility owner, DNR staff will issue an exemption to allow that use. Based on the quality of the compost product, a facility owner may propose a limited or controlled compost use or may seek to distribute the compost under a broad exemption, such as through retail outlets.

The DNR published new compost rules (effective June 1, 2012) that establish a category of high-quality compost called Class A compost, made from source-separated organic materials. Meeting the requirements in the new compost rules should ensure a compost facility's ability to publicly distribute its compost. For more information on Class A compost, see [Requirements for Marketing Class A Compost \(WA-1589\)](#).^(PDF)

The [U.S. Composting Council \(USCC\)](#).^(exit DNR) is a private organization that, among other things, has helped to establish industry-accepted standards for laboratory testing of compost products, the Seal of Testing Assurance (STA) Program. The STA program is a set of standards for the proper testing of compost (laboratory methods, sampling frequency, etc.) but does not contain standards for compost quality.

The Department of Agriculture, Trade & Consumer Protection (DATCP) regulates the sale and distribution of fertilizers and soil conditioners. More information about DATCP regulation is provided under [compost as fertilizer](#).

CLASS A COMPOST

The DNR provides the ability for a compost facility to produce compost that can be labeled as "Class A compost." Providing this category of compost allows those willing to spend the time and resources to develop a superior product to distribute it to consumers who may desire the knowledge that the material has undergone specific tests and meets specific standards.

For compost to be designated and distributed as Class A compost, it must meet several requirements:

- include source-separated compostable material only;
- use a process that reduces pathogens with temperatures recorded each day until the time and temperature criteria are met;
- test the compost using specified methods and provide results upon request; and
- document compost test results do not exceed specified limits.

More details about these requirements are available in [Requirements for Marketing Class A Compost \(WA-1589\)](#).^(PDF)

COMPOST AS FERTILIZER OR OTHER PRODUCTS REGULATED BY DATCP

DATCP regulates products that are marketed with performance claims for nutrient content or ability to enhance plant growth or crop yield. DATCP generally does not regulate materials that are land applied in a controlled manner under DNR rules. Composting facility owners may wish to obtain a DATCP review and permit so that the compost marketing information may include beneficial performance claims and to help promote the product. Rules that may apply and product types regulated include [chs. ATCP 29, 35, 40 and 41, Wis. Adm. Code.](#)^(exit DNR)

Product types regulated by DATCP include:

- fertilizers;
- soil or plant additives (includes acidifiers);



- pesticides.

Products may not contain substances that are toxic or harmful to plants, animals or humans when handled or applied under reasonably foreseeable use conditions, unless the hazards are disclosed on the label with proper instructions to avoid injury.

More specifically, fertilizer used in accordance with its guaranteed nutrient content must not be harmful to humans or the environment, and DATCP also regulates metals that do not serve as nutrients and other contaminants in fertilizers. Soil or plant additive non-nutritive metals limits are based on application rates in s. ATCP 40, Appendix C, Wis. Adm. Code (exit DNR).



COMPOST USE, QUALITY AND MARKETING

Marketing compost and achieving the compost quality needed for specific uses are important considerations for a composting facility owner. It's essential to identify the target market, ensure an appropriate compost quality and develop a suitable marketing strategy. Otherwise, it may be difficult to market the compost.

Compost use	Product quality	Class A compost	Compost as fertilizer
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USING COMPOST

You do not need DNR approval to landspread yard material, composted yard material or composted vegetable food waste and other similar composted vegetable matter – this exemption is found in s. NR 518.04, Wis. Adm. Code. However, the following recommendations and requirements apply to all landspreading of these materials.

- The material must be applied as a soil conditioner or fertilizer in accordance with accepted agricultural practices, and in a safe, nuisance-free manner.
- Do not spread materials while the ground is frozen or excessively wet.
- Consider the soil type and nutrient needs at the location where materials will be applied. Soil tests can be used to help determine appropriate application rates. If the material is high in nutrients, be sure to limit the application to what plants need, so that excess nutrients do not run off into surface or groundwater. Material containing lots of grass clippings or food scraps will contain more nutrients than leaves or brush.
- Make sure there are no contaminants, such as plastic bags, in materials to be composted or spread.

For landspreading bulk quantities of material, such as on-farm fields, the following requirements also apply:

- Immediately incorporate the materials into the soil. The landspreading exemption does not cover the storage of materials at landspreading locations, so deliver only the amount of material that can be spread and incorporated right away (within one to three days). Excess materials must be maintained at a storage or composting facility, which requires a license from DNR if more than 50 cubic yards of material will be on-site at any one time.
- Maintain setbacks from floodplains at 100 feet, water supply wells at 200 feet and nearby residences at 500 feet.

Small farms also do not need approval to landspread agricultural crop residue, manure or composted animal carcasses – this exemption is found in s. NR 518.04, Wis. Adm. Code. All recommendations and requirements described above apply. A wastewater discharge permit regulates the management of agricultural wastes from larger farms and confined animal feeding operations (CAFOs).

COMPOST QUALITY

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PO Box 356
 Johnson Creek, WI 53038-0356
 Voice: (920) 541-7083
 Fax: (920) 699-2847

Dunn County
 2018

INVOICE

Invoice Number: 12192
 Invoice Date: Feb 14, 2018
 Page: 1

Bill To:
DUNN COUNTY SOLID WASTE 390 RED CEDAR ST, SUITE C MENOMONIE, WI 54751

Ship to:
DUNN COUNTY SOLID WASTE 3900 Hwy 29 MENOMONIE, WI 54751

Customer ID		Customer PO	Payment Terms	
D038		2000007253	Net 15 Days	
Quantity	Item	Description	Unit Price	Amount
10.00		refurbished Sebright 5060 Compactors	7,900.00	79,000.00
10.00		Guide rails	295.00	2,950.00
		Installation of 10 compactors, training and freight to job site		12,580.00
10.00		Pressure gauge on 15' hose mounted	190.00	1,900.00
10.00		Extreme Cold weather Hydraulic Oil	480.00	4,800.00
10.00		Double-sided side-feed doghouses with 60" sides, 16" rear side flared, including interlocks, 42"X42" doors	2,950.00	29,500.00
10.00		Convert compactors to single phase	3,945.00	39,450.00
11.00		40 cubic yard standard duty octagon Receiver container with cable lift and diaper tarp	6,464.00	71,104.00
6.00		Freight from factory to job site	300.00	1,800.00
10.00		Credit for 10 Nedland Compactors and Power untis with 10-40 yard containers hauled away	1,200.00	-12,000.00

A service charge of 1.5% per month will be assessed on amounts due and owing over 30 days from date of invoice.

Please remit payment to:

JWR, Inc.
 PO Box 356
 Johnson Creek WI 53038-0356

Subtotal	231,084.00
Sales Tax	
Total Invoice Amount	231,084.00
Payment/Credit Applied	
TOTAL	231,084.00

Solutions & Technology for a Greener tomorrow

Proposal

(715) 962-9199

Andy's Custom Concrete, Inc.

N7401 State Road 40
Colfax, WI 54730

NAME Village of Colfax	OWNERS NAME
STREET	STREET
STATE AND ZIP CODE	CITY, STATE, AND ZIP CODE
PHONE	PHONE

services provided by the above contractor include all materials, labor, and clean up of materials after job is completed

DESCRIPTION

New Concrete slab at Colfax Dump

10x50x6" Thick concrete slab	\$2600
10x100x6" Thick concrete slab	\$5200

For Elk Mound site, if we do both it would be

10x50x6	\$2400
10x100x6	5000

PAYMENT DUE UPON COMPLETION

alterations or deviations from the above specifications
involving extra costs will be executed only upon written orders.
will become an extra charge over and above the estimate.
down before project is STARTED. Remaining balance due
on completion.

Amount Due (\$ _____)

Andy's Custom Concrete, Inc.

Authorized
Signature _____

Date _____

See back side of this document for Wisconsin construction lien notices.
This Proposal may be withdrawn by us if not accepted within thirty (30) days.

Acceptance Of Proposal

The above prices, specifications and conditions are
factory and are hereby accepted. You are authorized to do
work as specified. Payment will be made as outlined above.

Signature _____

Signature _____



1728 Indianhead Drive
 Menomonie, WI 54751
 715 231-3880 Office
 715 231-3427 Fax
 bv-electric.com

PROUD TO BE 2018 SMALL
 BUSINESS OF THE YEAR!

menomonie area
 CHAMBER & VISITOR CENTER

PROPOSAL/CONTRACT Submitted to:

Name:	(Village of Colfax) Rand Bates	Phone:	715-962-3311
Address:	613 Main Street Colfax, Wi 54730	Cell:	

Bear Valley Electric proposes to provide labor, material and equipment to do the work as described below for the installation of power for 2 used trash compactors at the Colfax Area Collection site located on 810th Street.

The following is the items and counts included in the price seen below.

1. Disconnect wiring and conduits from 2 existing trash compactors that currently are owned by Dunn County Solid Waste. Trash compactors to be the same size as the 2 existing compactors located onsite already.
2. Install underground conduit at the Colfax Collection site from the main electrical panel to both of the new compactor locations. Compactors to be located within 30' of the electrical panel. Village of Colfax is responsible for removing and patching any black top that needs to be removed around the building.
3. Install 1 disconnect on the outside of the building for each of the 2 new compactors. Disconnects and breakers are to be reused from when they were disconnected at the original sites. They are no disconnects or breakers included in the price seen below as the ones currently feeding the compactors are to be reused.
4. Test compactors after all wiring has been connected.

Bear Valley Electric will remove all material and debris associated with the electrical installation when the project has been completed. The price seen below is for the work to be done when the ground is not frozen, additional charges may occur if the project is done after the ground is frozen.

AMOUNT OF PROPOSAL: \$2,695.00

Plus, tax if applicable.



1728 Indianhead Drive
 Menomonie, WI 54751
 715 231-3880 Office
 715 231-3427 Fax
 bv-electric.com

PROUD TO BE 2018 SMALL
 BUSINESS OF THE YEAR!

menomonie area
 CHAMBER & VISITOR CENTER

AGREEMENT: This proposal may be withdrawn by us if not accepted within 5 days.

LIEN RIGHTS: As required by the Wisconsin construction lien law, Bear Valley Electric hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned electrician, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Bear Valley Electric agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: Is due upon receipt of invoice. Invoices not paid within 30 days will be charged a service charge of 1.5% per month until paid in full. Invoices not paid within 60 days will be turned over for collection. Any collection fees required to collect past due bills will be charged to the customer. This proposal shall become a binding contract upon signing. No work shall commence before proposal is signed.

SERVICE MANAGER- ESTIMATOR

Signed: Bill Lansin Title: Service Manager
 Date: 10/1/2020

CUSTOMER

that all of
 Accepted by: _____ Title: _____
 Date: _____

10/1/2020 10:00 AM



1728 Indianhead Drive
 Menomonie, WI 54751
 715 231-3880 Office
 715 231-3427 Fax
 bv-electric.com

PROUD TO BE 2018 SMALL
 BUSINESS OF THE YEAR!

menomonie area
 CHAMBER & VISITOR CENTER

PROPOSAL/CONTRACT Submitted to:

Name:	Village of Elk Mound - Mark Levra	Phone:	715-879-5011
Address:	E206 Menomonie Street Elk Mound, Wi 54730	Cell:	

Bear Valley Electric proposes to provide labor, material and equipment to do the work as described below for the installation of power for 1 used trash compactor at the Elk Mound Area Collection site located on 570th Ave.

The following is the items and counts included in the price seen below.

1. Disconnect wiring and conduits from 1 existing trash compactor that currently is owned by Dunn County Solid Waste. Trash compactor to be the same size as the 2 existing compactors located onsite already.
2. Install underground conduit at the Elk Mound Area Collection site from the main electrical panel to the new compactor location. Compactor to be located within 35' of the onsite office building. Village of Elk Mound is responsible for removing and patching any black top and dirt that needs to be removed around the building.
3. Install 1 disconnect on the outside of the building for each the new compactor. Disconnect and breaker are to be reused from when they were disconnected at the original sites. They are no disconnects or breakers included in the price seen below as the ones currently feeding the compactors at the existing sites are to be reused.
4. Test compactor after all wiring has been connected.

Bear Valley Electric will remove all material and debris associated with the electrical installation when the project has been completed. The price seen below is for the work to be done when the ground is not frozen, additional charges may occur if the project is done after the ground is frozen.

AMOUNT OF PROPOSAL: \$1,950.00

Plus, tax if applicable.



1728 Indianhead Drive
 Menomonie, WI 54751
 715 231-3880 Office
 715 231-3427 Fax
 bv-electric.com

PROUD TO BE 2018 SMALL
 BUSINESS OF THE YEAR!

menomonie area
 CHAMBER & VISITOR CENTER

AGREEMENT: This proposal may be withdrawn by us if not accepted within 5 days.

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SERVICE MANAGER- ESTIMATOR

Signed: Bill Lansin Title: Service Manager
 Date: 10/19/2020

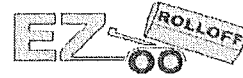
CUSTOMER

Accepted by: _____ Title: _____
 Date: _____



QUALITY PRODUCTS SINCE 1945

Roll Offs · Compactors · Front and Rear Loads · Poly Dura Kans



Quotation

For: Town of Elk Mound

Inquiry # 20202610

Date: 10/26/2020

Terms Net 30 days.

Attn: Tony Christopherson
chairman@townofelkmound.com
We are pleased to quote your inquiry as follows

Quote is delivered to
Ridgeland, WI

Compactor /
receiver box

<u>Qty</u>	<u>Description</u>	<u>Price</u>	<u>Amount</u>
1	NC-200, 2 Cubic yard <u>stationary compactor</u> . PLC Controlled Power Unit. UL & ETL listed / ANSI Z245.21 Standards. Removable rear and top access panels. Replaceable UHMW nylon ram guides. 1 3/8" Ratchet binders and hooks. 100% & 80% full lights. Multi cycle control. Start push button. Auto single cycle. Auto shut down and auto safety retract. E-stop button 15' Remote controls. Key lock on/off switch. Auto / manual selector. Low oil shutdown. Fluid filled pressure gauge. 10 HP Tri volt motor, 10.5 g.p.m. pump. 2-4"bore x 42"stroke x 2 1/2"rod By-pass cylinders. 35 Gallon tank with oil site and temp gauge with -45 degree biodegradable hydraulic oil. Max ram force 58000# at 2500 p.s.i. Hinged breaker bar teeth. 5' Guide island. Warranty, 3 year structure, 5 year power unit, 6 month labor.		\$10,970.00
	<u>Options</u>		
1	Enclosed doghouse with side feed doors on both sides with safety interlock.		\$2,700.00
1	10HP Single phase power units.		\$750.00
1	Thermostatically controlled oil Heater.		\$575.00
1	NROR-42-22. 42yd Octagon receiver container on 22' skids to fit standard outside rail cable pull, with cable pull out. Any standard color.		\$9,250.00

Does not include installation

Approx lead time 8-10 weeks.

Plus any applicable taxes

Total \$24,245.00

Quoted by: David A. Nedland

Web site links below.

<http://www.nedland.com/products/stationary-compactors/nc200/>

<http://www.nedland.com/media/docs/compactor-warranty.pdf>

<http://www.nedland.com/products/rolloff-containers/rolloff-receivers/>

<http://www.nedland.com/media/docs/new-steel-warranty.pdf>

Mailing address:
P.O. Box 217
Ridgeland, Wisconsin 54763

Delivery address:
315 Railroad Street
Ridgeland, Wisconsin 54763

E-mail: dave@nedland.com
(715) 949-1982

www.nedland.com
(800) 447-4925

www.ezrolloff.com
Fax (715) 949-1983



Specifications

Overall Length	84"
Overall Width	73"
Overall Height	57"
Compactor Capacity	2 Cu. Yds.
Platen Area	30" x 44" x 36"
Charge Opening	44" x 60"
Ram Penetration	12"
Twin Bypass Cylinders	4" x 42" x 2.5"
Line Pressure	2000 PSI
Max Line Pressure	2500 PSI
Max Ram Force	63000 LBS
Cycle Time	45 Seconds
Fluid Capacity	35 Gallons
Pump	10.5 GPM
Motor	10 HP/Tri-Volt, 3 Phase
Loading Height	51"
Approximate Weight	4450 LBS

Compactor Features

- .5" Steel AR plate floor with 3" & 6" structural steel channel, .25" Steel plate sides with 4" x 2" x .25" & 6" x 2" x .25" structural steel tubing
- Breaker bar 6" x 6" x 1" with hinged retaining teeth
- .5" hydraulic cylinder mounts
- Replaceable .5" UHMW polyethylene wear bars on ram sides, top and bottoms of platen for a smooth, quiet and near frictionless operation
- Weatherproof control panel and power pack
- Removable rear access panel
- Container guide rails

Options

- 10 HP 230, single phase
- Fluid Reservoir Heater
- Driver Pack Out
- Open Hopper (for loading dock or ground loading)
- Enclosed Doghouse with Door and Interlock
- Walk On or Drive On Deck with 42" Safety Rails
- Side Loading Hoppers
- Through-The-Wall Chutes
- Cart Dumper

Electrical/Hydraulic Features

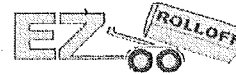
- (PLC) Controlled power unit
- E-Stop Button
- Automatic Single Cycle
- Auto/Manual Selector
- Key Lock On/Off Switch
- Low Oil Sensor Shutdown
- Multi Cycle
- 80%-100% Full Lights
- Automatic Shutdown with Auto Safety Retract
- 15' remote
- Fluid level and temp Gauge
- Fluid Filled Pressure gauge
- Inlet Fluid Strainer
- 15' Hydraulic Hoses
- Left or Right Side Hydraulic Connections
- -40° Biodegradable hydraulic fluid

All sizes are approximate, materials and product improvement is a continuous commitment at Nedland Industries. These specifications subject to change without notice.



QUALITY PRODUCTS SINCE 1945

Roll Offs · Compactors · Front and Rear Loads · Poly Dura Kars



Quotation

For: Town of Elk Mound

Inquiry # 20202610

Date: 10/26/2020

Attn: Tony Christopherson
 chairman@townofelkmound.com
We are pleased to quote your inquiry as follows

Terms Net 30 days.

Quote is delivered to Ridgeland, WI

Self-contained

Qty	Description	Price	Amount
1	NSC-200-35, <u>2 Cubic yard compactor with 35 cubic yard self-contained container.</u> PLC Controlled power unit. UL & ETL listed / ANSI Z245.21 Standards. Lockable sealed clean out door on compactor. Hinged breaker bar teeth. Hydraulic quick disconnects with 15' hoses. 100% & 80% full lights. Multi cycle. Auto single cycle. E-Stop button. 15' Remote controls. Auto shut down and auto safety retract. Key lock on/off switch. Auto / manual selector. Fluid filled pressure gauge. Low oil shutdown. 35 Gallon tank with oil site and temp gauge. with -45 degree biodegradable hydraulic oil. 2-4"bore x 42"stroke x 2 1/2"rod by-pass cylinders. Max ram force 58000# at 2500 p.s.i. 10 HP Tri volt motor, 10.5 GPM Pump. Continuous welds-water tight construction. 6" Sump with 4" drains Fire hose ports both sides. Warranty, 3 yrs. structure 5 yrs. elect/hyd 6 months labor. Replaceable ram guides. Replaceable door seal. Standard outside rail cable pull double end pickup. Any standard color.		\$20,160.00
1	Options Enclosed doghouse with side feed doors on both sides with safety interlock.		\$2,700.00
1	10HP Single phase power units.		\$750.00
1	Thermostatically controlled oil Heater.		\$575.00
1	10' Guide island with stops.		\$895.00

Any standard color.

Does not include installation

Approx lead time 8-10 weeks.

Plus any applicable taxes

Total \$25,080.00

Quoted by: David A. Nedland

Website links below.

<http://nedland.com/products/self-contained-compactors/commercial-compactors/>
<http://www.nedland.com/media/docs/nedland-compactor-warranty.pdf>

Mailing address:
P.O. Box 217
Ridgeland, Wisconsin 54763

Delivery address:
315 Railroad Street
Ridgeland, Wisconsin 54763

E-mail: dave@nedland.com
(715) 949-1982

www.nedland.com
(800) 447-4925

www.ezrolloff.com
Fax (715) 949-1983



Specifications

Overall Length	23'4"
Overall Width	101"
Overall Height	102"
Container Capacity	35 Cu. Yds.
Compactor capacity	2 Cu. Yds.
Platen Area	60" x 44 x 36"
Charge Opening	42" x 60"
Ram Penetration	12"
Twin Bypass Cylinder	4" x 42" x 2.5"
Line Pressure	2000 PSI
Max Line Pressure	2500 PSI
Max Ram Force	63000 LBS
Cycle Time	45 Seconds
Fluid Capacity	35 Gallons
Pump	10.5 GPM
Motor	10 HP/Tri-Volt, 3 Phase
Approximate Weight	10900 LBS

Compactor Features

- .5" Steel AR plate floor with 3" structural channels, .25" Steel plate sides with 4" x 2" x .25" & 6" x 2" x .25" structural steel tubing with 6" channel
- Breaker bar 6" x 6" x 1" with hinged retaining teeth
- 6" x 6" x .5" hydraulic cylinder mounts
- 6" Fluid sump with 4" drain
- Replaceable .5" UHMW polyethylene wear bars on ram sides, tops and bottoms for a smooth, quiet and near frictionless operation
- Weatherproof control panel and power pack
- Hinged/sealed lockable clean out door, top access panel

Options

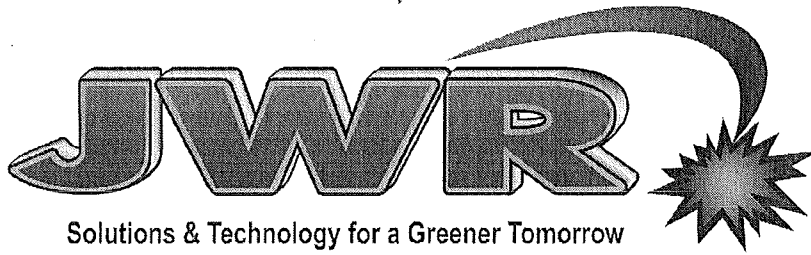
- 10 HP 230, single phase
- Fluid Reservoir heater
- Open Hopper (for dock or ground loading)
- Enclosed Doghouse with Door and Interlock
- Walk On or Drive On Deck with 42" Safety Rails
- Side Loading Hoppers
- Through-The-Wall Chutes
- Cart Dumper System
- Container guide rails
- Hydraulic Tailgate

Electrical/Hydraulic Features

- (PLC) Controlled power unit
- E-Stop button
- Automatic Single Cycle
- Auto/manual Selector
- Key Lock On/Off Switch
- Low Oil Sensor Shutdown
- Multi Cycle
- 80%-100% Full Lights
- Automatic Shutdown with Auto Safety Retract
- 15' remote
- Fluid Filled Pressure gauge
- Inlet Fluid Strainer
- 15' hydraulic hoses
- Left or Right Side Hydraulic Connections
- -40° Biodegradable hydraulic fluid

Container features

- 3/16" steel plate floor with 6" x 2" x .25" structural steel tubing rails with .5" x 2" steel bottom wear bars
- 3/16" steel plate side, roof and door
- Full .75" thick door seal
- Double end pick-up (standard with outside rail cable pull)
- Tapered width from 80" at compactor to 88" at door (inside dimensions)
- Exclusive side/bottom door locks with ratchet latch system and heavy duty hinges with grease fittings



P.O. Box 356 - Johnson Creek, WI 53038
 Phone: 888-699-2848 - Fax: 920-699-2847 - e-mail: service@jwrinc.net

A Waste & Recycling Equipment Management Company

Quotation For:

Village of Colfax

Village of Colfax - Store # : Village of Colfax
 P.O. Box 417, 613 Main Street
 Colfax, WI 54730

Attention To: Lynn Niggemann

Make: Sebright

Model: Refurb 5060 stationary.

Serial No. :

Date : 10/26/2020

Quotation # : 19336

Customer ID: 4,504

Quotation valid until: 11/25/2020

Prepared by : Kelly Wildes

Salesperson : Kelly Wildes

Comments or Special Instructions :

Payment Terms : See terms below

Quote For 1 Refurbished Sebright 5060 Stationary Compactor installed at transfer station location.
 Location needs to supply a concrete slab for compactor and container.
 Electrician must hook power to compactor at time of install.
 Color: Recycling Blue.
 Single Phase Power at Location.
 Warranty 1 year parts and labor.

*Compactor/
Receiver box*

Qty	Description	UnitPrice	Tax	LineTotal
1.00	3/4 and Full-Advanced Warning Light	\$0.00	Yes	\$0.00
1.00	5' Guide Rails standard	\$312.70	Yes	\$312.70
1.00	Installation of 1 Compactor and Training of Compactor.	\$1,200.00	Yes	\$1,200.00
1.00	Controls on remote pendent in lieu of mounting in panel face.	\$0.00	Yes	\$0.00
1.00	Refurbished Sebright 5060 Stationary Compactor	\$8,400.00	Yes	\$8,400.00
1.00	Pressure Gauge on 15' hose mounted.	\$201.40	Yes	\$201.40
1.00	Extreme Cold weather Hydraulic Oil	\$480.00	Yes	\$480.00
1.00	Double sided side feed doghouses with 60" sides (with roof and 2 doors) 16" rear side flared, Including interlocks. 42" x 42" Doors	\$2,544.68	Yes	\$2,544.68
1.00	Hauler Jog Controls	\$0.00	Yes	\$0.00
1.00	To convert compactors to single phase power per compactor.	\$3,945.00	Yes	\$3,945.00
1.00	40 Cubic Yard Standard Duty <u>Octagon Receiver container</u> with Cable Lift and Diaper Tarp.	\$8,800.00	Yes	\$8,800.00
1.00	Freight from Factory for the container to the job site.	\$400.00	Yes	\$400.00
1.00	Stationary Retainer teeth	\$0.00	Yes	\$0.00
1.00	Freight from JWR to location.	\$600.00	Yes	\$600.00

26,883.78

NOTES :

Estimated lead time 5 weeks from receiving the P.O. When P.O. is sent we will give a scheduled installation dates at that time.

SUBTOTAL	\$26,883.78
SHIPPING	\$0.00
OTHER	\$0.00
TAX RATE	0.000
SALES TAX	\$0.00
TOTAL	\$26,883.78

THANK YOU FOR YOUR BUSINESS!

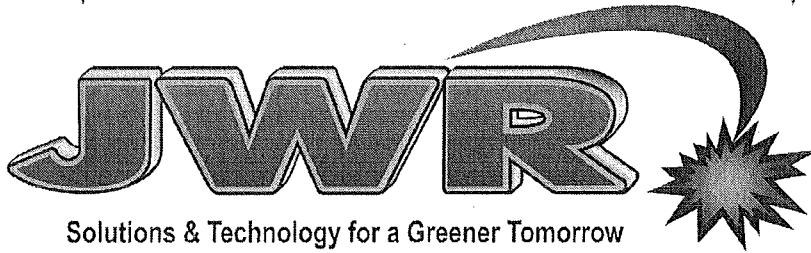
*All equipment sold is subject to appropriate sales tax. Tax will be assessed with invoice pending receipt of exemption form or resale certificate.

*Customer responsible for electrical connection to the equipment at the time of install. If no power is available additional charges may apply.

Payment Terms: 20% down at time of order, 70% payment due 3 days prior to delivery/install, and remaining 10% net 10 days after installation date.

Quotation approved by : _____

Date : _____



Solutions & Technology for a Greener Tomorrow

P.O. Box 356 - Johnson Creek, WI 53038
 Phone: 888-699-2848 - Fax: 920-699-2847 - e-mail: service@jwrinc.net

A Waste & Recycling Equipment Management Company

Quotation For:

Village of Colfax

Village of Colfax - Store # : Village of Colfax
 P.O. Box 417, 613 Main Street
 Colfax, WI 54730

Attention To: Lynn Niggemann

Make: Wastequip

Model: 265XP- 35yd

Comments or Special Instructions :

Payment Terms : 30 Days

New Wastequip 265XP- 35yd Self-Contained Compactor.

Color to be Blue to match stationary compactors.

Need to verify the under carriage for the self contained when order is placed and a hauler is chosen.

Warranty: 5yr Structural, 2yr Parts and 1yrlabor.

Date : 10/26/2020

Quotation # : 19343

Customer ID: 4,504

Quotation valid until: 11/25/2020

Prepared by : Kelly Wildes

Salesperson : Kelly Wildes

Serial No. :

self-contained

Qty	Description	UnitPrice	Tax	LineTotal
1.00	New Self-Contained Compactor 265XP-35yd	\$19,692.00	Yes	\$19,692.00
1.00	Delivery to Colfax location.	\$600.00	Yes	\$600.00
1.00	12' Container Guides with Stops.	\$524.70	Yes	\$524.70
1.00	3000 lb psi gauge on 15' lead.	\$201.40	Yes	\$201.40
1.00	Low Temp Hydraulic Oil.	\$480.00	Yes	\$480.00
1.00	Freight to JWR from the Factory.	\$850.00	Yes	\$850.00
1.00	CO288 Single Phase Motor 10HP with self diagnostic read out.	\$1,433.25	Yes	\$1,433.25
1.00	Side feed Doghouse with 52" sides, roof and door ground loading with 2 doors and interlocks.	\$3,010.42	Yes	\$3,010.42
1.00	Supply and install interlock plug for self-contained compactor with options that go with the unit when emptied.	\$300.00	Yes	\$300.00
1.00	hydraulic Hose Hanger.	\$132.50	Yes	\$132.50
1.00	Installation of self- Contained Compactor.	\$1,200.00	Yes	\$1,200.00

28,424.27

Qty	Description	UnitPrice	Tax	LineTotal
NOTES : Estimated Lead time 5 to 7 weeks from receiving a P.O. the compactor will be delivered to JWR and we need 1 week to outfit Accessories.		SUBTOTAL		\$28,424.27
		SHIPPING		\$0.00
		OTHER		\$0.00
		TAX RATE		0.000
		SALES TAX		\$0.00
		TOTAL		\$28,424.27

THANK YOU FOR YOUR BUSINESS!

*All equipment sold or service provided is subject to appropriate sales tax. Tax will be assessed with invoice pending receipt of exemption form or resale certificate.

Payment Terms: 20% down at time of order, 70% payment due 3 days prior to delivery/install, and remaining 10% net 10 days after installation date.

*Customer responsible for electrical connection to the equipment at the time of install.
If no power is available additional charges may apply.

Quotation approved by : _____

Date : _____



Product Quotation

Quotation Number: 31678D032108

Date: 2020-10-12 14:24:50

Ship to	Bobcat Dealer	Bill To
Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441	Bobcat Plus, Chippewa Falls, WI 8500 Chayne Drive Eau Claire WI 54703 Phone: 715-720-0300 Fax: 715-874-6066	Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441

Contact: David Kadlec Phone: 715-720-0300 Fax: 715-720-0303 Cellular: 715-404-9552 E Mail: dkadlec@bobcatplus.com		

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	\$59,608.00	\$59,608.00
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top and Rear			
Bobcat Interlock Control System (BICS)	Windows, Parking Brake, Seat Bar and Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	and ISO 3471			
Engine/Hydraulic Performance De-rate Protection	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 and ISO 3449, Level I; (Level II is available			
Horn	through Bobcat Parts)			
Instrumentation: Standard 5" Display (Rear Camera Ready)	Parking Brake: Spring Applied, Pressure Released			
with Keyless Start, Engine Temperature and Fuel Gauges,	(SAPR)			
Hour meter, RPM and Warning Indicators. Includes	Solid Mounted Carriage with 4 Rollers			
maintenance interval notification, fault display, job codes,	Tracks: Rubber, 12.6" Wide			
quick start, auto idle, and security lockouts.	Warranty: 2 years, or 2000 hours whichever occurs first			
Lift Arm Support	Machine IQ Telematics			
P67 Performance Package	M0349-P06-P67	1	\$6,274.00	\$6,274.00
"Power Bob-Tach	Two-Speed, High Flow			
7-Pin Attachment Control	Dual Direction Bucket Positioning"			
C52 Comfort Package	M0349-P07-C52	1	\$5,157.00	\$5,157.00
"Standard Enclosed Cab with AC/Heat	HVAC Headliner			
Sound Reduction	Adjustable Suspension Seat"			
Radio Ready				
Selectable Joystick Controls	M0349-R01-C04	1	\$811.00	\$811.00
12.6" Multi Bar Lug Track	M0349-R09-C05	1	\$612.00	\$612.00
Strobe Light Kit, Amber	7375339	1	\$237.00	\$237.00
Total of Items Quoted				\$72,699.00
Dealer P.D.I.				\$200.00
Freight Charges				\$563.00
Dealer Assembly Charges				\$0.00
Trade-in	2019 Bobcat T595. no bucket. S/N B3NK34321			(\$44,000.00)
Discount	Bobcat municipal discounts			(\$25,162.00)
Quote Total - US dollars				\$4,300.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

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 Wilson, 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, 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 and providing notice of withdrawal.
- 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. Ongoing Obligations. 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: Responsible Unit

- 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. Responsible Unit Responsibilities. 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 1(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 1(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 or 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 tracked and a list of those costs shall be provided to the Colfax Solid Waste and Recycling Committee on a quarterly basis for their review. The Village may reimburse itself from the Segregated Account for its costs incurred under this Agreement. If the amount of funds in the Segregated Account are insufficient to fully cover the

Village's costs under this Agreement, the Municipalities shall be billed by the Village on a quarterly basis, on a proportionate, per capita 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 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. 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.

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

ARTICLE VII

Asset Disposition on Termination

At the termination of the Agreement by all Parties or by the Village of Colfax, 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. The Village of Colfax may keep the equipment for its use, but any disposal and distribution of any proceeds or assignment of liabilities from the disposal of equipment among the Parties 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 Solid 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 Solid Waste and Recycling Committee, if in the opinion of such members, there is not adequate participation in the affairs of the Colfax Solid Waste and Recycling Committee by such member, or if other cause exists for removal .
- IV. Meetings of the Colfax Solid Waste and Recycling Committee. The Colfax Solid Waste and Recycling Committee shall meet quarterly, and such meetings shall be held at such time and place as the Colfax Solid Waste and Recycling Committee members may designate. Special meetings of the Colfax Solid 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 Solid 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]

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

TOWN OF GRANT

By: _____
Mark Dietsche, Chairman

TOWN OF OTTER CREEK

By: _____
Mark Warner, Chairman

TOWN OF TAINTER

By: _____
Randy Valaske, Chairman

TOWN OF WILSON

By: _____
Raymond Glaser, Chairman

VILLAGE OF ELK MOUND

By: _____
Steven Abraham, Village President

TOWN OF ELK MOUND

By: _____
Tony Christopherson, Chairman

TOWN OF SPRING BROOK

By: _____
John Schaefer, Chairman

ATTEST:

Lynn Niggemann, Village of Colfax Clerk

Attest Date: