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, November 17th, 2020 @ 7:00 p.m. Colfax Fire Hall 407 County Rd M, Colfax, WI 54730

- 1. Call to Order
- 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. Transition from Dunn County
 - b. Review vendor contracts and fees
 - c. Fee Schedule
 - d. Collection site employees
 - e. Signs to be replaced
 - i. Highway signs
 - 1. Checking with the state about sign permit
 - ii. Hours of operation signs at the sites
 - iii. Any other signs needed
 - f. Printing Costs
 - i. Permits being orders
 - ii. Flyers updated to send with the permits
 - iii. Receipts books order six months to start off
 - g. Intergovernmental Agreement
 - h. Any other items for consideration
- 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.

Liberty Tire

Passenger Tire: 10-28lbs Light Truck 29-45lbs Large Truck 80-95lbs Super single duplex tires Passenger Tire w/Rim Light Truck w/Rim Large Truck w/Rim Lt. Commercial 46-79lbs Skid Steer Fork Truck	\$2.75 \$3.75 \$15.00 \$15.00 \$4.75 \$5.75 \$18.00 \$9.00 \$6.00 \$20.00	Proposed
Agricultureal Tires and OTR Small 0-75lbs Medium 76-150lbs Large 151-225lbs X-Large 226-300lbs 300+ lbs	\$25.00 \$35.00 \$45.00 \$55.00 \$80.00	
Enivironmental Fee per stop Min. Pick up fee	\$15.00 \$175.00	
First Choice BATTERY PRICING (SORTED and taped) Alkaline (household)/ lb Lead Acid (auto) Nickel Cadmium/lb Nickel Metal Hydride (power packs)/lb Lithium Ion/lb Lithium Primary/lb Unsorted /lb (ex. 5-gallon pail weigh approx. 50lbs)	\$0.66 \$0.00 \$0.60 \$0.20 \$0.20 \$4.20 \$4.20	
Fluorescent Lamps 4' (each) 5' and over (each) U-Shaped and Circular (each) HID & LED (each) Compact (each) Shielded Fluorescent 4' (each) 5' and over (each) Mirrored Spots (each)	\$0.45 \$0.75 \$0.75 \$1.75 \$0.75 \$1.80 \$2.00 \$0.80	

Incandescent Bulbs (each) ELECTRONICS	\$0.45	
TV's & Monitors (LCD & CRT)/lb	4	
	\$0.20	
Console TV's and Projection TV's/lb	\$0.25	
Consumer Electronics/lb	\$0.10	
(Printers, DVD, VCR, Stereo, Satellite Rec.,	\$0.00	
Keyboards & Mice, Peripheral equipment)	\$0.00	
No-charge Items/lbs	\$0.00	
(Desktop and Laptop computers,	Ç0.00	-
Phones and tablets, small appliances)		
and tablets, small appliances,		
Pickup fee	\$40.00	
Stacking labor if needed	\$40.00	
	7 .0.00	-
FCCR will supply all materials for transporta	ition (gaylords,	pallets, shrink wrap)
		age that will remain on site if a two- or three-
year contract is signed.	reamer jor stor	age that will remain on site if a two- or three-
All hard drive material that is picked up will	be shredded. A	All cell phones, tablets and embedded memory
will be data wiped with personal data being	destroyed	in cen phones, tublets and embedded memory
	,	
Below is a typical pickup for a 26' FCCR box	truck and the b	pill that will result from it
Average lbs and cost data		Total Control
12 skids spaces	6,000 lbs. av	erage weight
6 skids of TV's (3,600lbs avg.)	\$720.00	or ago weight
2 skids Projection TV's (700lbs avg.)	\$175.00 .	
2 skids Consumer Electronics (800 lbs avg.)	\$80.00	
2 skids No-charge items (900lbs avg.)	\$0.00	
Pick up fee	\$40.00	
Optional Labor for stacking TV's	\$40.00	
Total including optional labor	\$1,055.00	
A CONTRACTOR OF THE PROPERTY O	, -,	
<u>Others</u>		
	Actual	Proposed
	11	
	V	

Dunn County Solid Waste & Recycling Fee List

Prices subject to change at any time

HOUSEHOLD TRASH

Normal household trash disposal is FREE with a current Dunn County Solid Waste standard items that are disposed of in an indoor, household trash receptacle on a regularly occurring basis. Typically, this refers to wastebaskets in the kitchen, bathroom, and other household rooms. This definition has been expanded to include a variety of additional, common items that are typically generated as part of normal household upkeep. Please note that bulky items, furniture, carpeting, flooring, cabinetry, drywall, shingles, brick, and lumber, etc., fall into the category of Construction & Demolition Wastes and will be assessed a fee based on size and weight, or by item type as listed in this fee list.

Residents who do not display a current Dunn County Solid Waste Permit will be charged \$3.00 per bag or barrel of normal household trash. Solid Waste Permits can be obtained by calling the Solid Waste & Recycling Division Office at 715-232-4017.

The following items, in normal household quantity, are included in the updated definition of normal household trash and are FREE:

- Pet beds, pet toys, and small pet furniture items. EXCLUDED: litter boxes, kennels or pet igloos, which are listed in the MRP fee list.
- Bathroom supplies such as shower curtains and rods, toilet seats, plungers, mops, laundry baskets and hampers.
 EXCLUDED: toilets, tanks, sinks, and fixtures which are charged at normal C&D rates.
- Bedding, blankets, towels, pillows, cushions, bean bag chairs, suitcases, and clothing. All unsoiled clothing and textiles should be directed to the textile recycling bin.
- Garden and yard management tools such as rakes, shovels, hoes, garden hose and small flower pots (basketball size or smaller). EXCLUDED: large flower pots, garden hose reels, drain tile, and plastic fencing, which are listed in the MRP fee list.
 Metal shovel, hoe, and rake heads should be removed and directed to scrap metal.
- Packaging materials, including styrofoam blocks and packing peanuts, etc. Plastic film, including bubble wrap and air pillows should be directed to plastic film recycling.
- Vinyl chair mats, door mats, and small area rugs up to 5' x 8'. **EXCLUDED**: all carpet and padding which is charged at normal C&D rates. Do not place vinyl chair mats with MRP.
- Dishware, labware, and other non-recyclable kitchen glassware such as Pyrex.
- Small household MRP items including hangers, dish racks, plastic bowls or plates, waste baskets, etc. EXCLUDED: plastic totes, pails, and other medium to large plastic items which are listed in the MRP fee list. EXCEPTION: #5 PP kitty litter pails are FREE and are processed with other #5 plastics.
- Small, non-battery plastic toys. EXCLUDED: battery-powered toys which are listed in the MRP fee list.
- Fireplace and stove ashes. All ash must be cooled for at least 24 hours and placed in C&D dumpster, NEVER in the compactor.

APPLIANCES & METALS

Hot Loads - Refrigerators, Freezers, Drinking Fountains, Water Coolers, Dehumidifiers, Air Conditioners \$15.00 each

Standard Appliances - Stoves, Washers, Dryers, Dishwashers, Furnaces, Water Heaters \$10.00 each

Water Softeners \$10.00 each

Vacuum Cleaners, Carpet Cleaners \$3.00 each

Microwaves, Lawnmowers \$5.00 each

Treadmills, Bow Flex, Stationary Bicycles, Exercise Equipment \$10.00 each

All other scrap metal items not listed above FREE

BATTERIES

All Batteries FREE

BULBS, LAMPS & BALLASTS

Compact Fluorescent, Incandescent, Halogen, Flood Lamp, Heat Lamp, Headlight \$0.25 each

All Straight Fluorescent Lamps \$0.50 each

Ultraviolet, Germicidal, Insect Zapper Fluorescent Lamps \$5.00 each

Whole Fluorescent Lighting Fixtures \$10.00 each.

Circular and U-Shape Fluorescent Lamps, High Intensity Discharge Bulbs, Vacuum Tubes \$1.00 each

Holiday Lights FREE

LED Bulbs \$3.00 each

Whole LED Lighting Fixtures \$10.00 each

LED Rope Lights FREE

PCB Ballasts \$5.00 each

*Ballasts with a manufacturing stamp date of July, 1979 or before shall be considered PCB ballasts. Ballasts manufactured after this date must have the statement "No PCB's" on the product label to be considered a Non-PCB ballast. All PCB Ballasts must be sorted and stored in a steel 55-gallon drum with lid.

Non-PCB Ballasts FREE

*Non-PCB ballasts must have the statement "No PCB's" clearly marked on the label. If no label is present, a manufacturing stamp date of August, 1979 or later indicates that it does not contain PCB's.

Neon Tube Lamps \$12.00 each

Whole Neon Signs \$25.00 each

COMPRESSED OR PRESSURIZED GAS CYLINDERS

Small Air Rifle CO2 \$0.25 each

Small Propane, MAPP, Butane, and Paintball CO2 \$0.50 each

5lb - 20lb Propane, Helium, Refrigerants, CO2 \$10.00 each

50lb - 100lb Propane, Helium, Refrigerants, CO2 \$20.00 each

Polyfoam Spray Systems \$400.00 per tank

All other compressed or pressurized tanks and cylinders not listed above require pre-authorization from the DCSWR office before they can be accepted.

CONSTRUCTION & DEMOLITION WASTES

C&D Wastes at the Dunn County Transfer Station \$60/Ton scaled

C&D Wastes at Collection Sites \$20.00 - \$40.00 per cubic yard, depending on weight

A Cubic Yard is 3' long x 3' wide x 3' high

Heavy C&D Material should be charged at a higher rate:

- Shingles
- Cinder block or concrete
- Lumber or drywall
- Large carpet or padding rolls, or large area rugs
- Large, heavy furniture such as wooden bed frames, cabinets, bookshelves, etc.

Lighter C&D Material should be charged at a lower rate:

- Insulation or foam
- Miscellaneous small household or non-recyclable plastic items, or trash
- Small quantities of plywood/lumber cutoffs mixed in with other items
- Small carpet or padding rolls, wall trim, lath, etc.

Small pieces of furniture such as stools, ottomans, end tables, etc.

Note: Lighter C&D materials that are water-soaked shall be charged at the heavy material rate

Truck Size	Heavy Material Estimated Disposal Cost	Light Material Estimated Disposal Cost
Full Size Pickup - Long Box	\$60.00 full box	\$30.00 full box
Full Size Pickup - Short Box	\$50.00 full box	\$30.00 full box
Compact Pickup - Long Box	\$40.00 full box	\$20.00 full box
Compact Pickup - Short Box	\$30.00 full box	\$20.00 full box

To estimate costs for less than a full box, visually divide the box into fourths, or thirds, whichever is applicable; then divide the full box cost by 4 or 3, to arrive at the appropriate amount.

All Toilets, with or without Tank \$10.00 each

Railroad Ties \$2.00 per foot if less than 8' or \$10.00 per tie if 8' or greater

*Railroad ties must be sorted and processed separately from normal C&D Wastes. Do not place railroad ties in the C&D dumpsters.

DEER & ANIMAL CARCASSES

Deer and Animal Carcasses at the Dunn County Transfer Station \$5.00 per carcass or bag

- *A bulk rate of \$60/Ton is available for bulk deer & animal carcasses weighed on the Transfer Station scale.
- **Deer and animal carcasses and associated remains may only be accepted in dedicated dumpsters at the **Dunn County Transfer Station** from late October through January each year. Exact dates are announced annually. Animal carcasses are strictly prohibited in compactors and landfill trailers.

ELECTRONICS

Ink and Toner Cartridges, CD's, DVD's, VHS Tapes, Cassette Tapes, Vinyl Records, Floppy Disks, USB Jump Drives, Game Cartridges, Circuit Boards, Power Cords, Extension Cords, and other Insulated Copper or Aluminum Wire FREE

Cell Phones, Tablets, Digital Cameras FREE

Computer Towers, Battery Chargers, Battery Jumper Packs, PlayStation, X-Box, Atari, Laptops, Servers, Smoke Detectors, Carbon Monoxide Detectors, Uninterruptible Power Supply, Powered Subwoofers, Powered Loudspeakers \$5.00 each

Karaoke Machine with CRT Screen, Portable DVD Player with Flat Screen \$10.00 each

Keyboards, Mice, Webcams, Computer Speakers, Modems, Routers, Remotes \$1.00 each

*If computer peripherals are received as part of a whole computer system or with a laptop, only the \$5.00 Computer Tower or Laptop fee will be assessed. If computer peripherals are received as part of an "all-in-one" integrated computer/monitor system, only the \$10.00 Monitor fee will be assessed.

Stereo Receivers, Cassette Decks, CB and Car Radios, DVD/CD Players, VCR's, Satellite Receivers, Shredders, Fax Machines, Scanners, Desktop Printers, Video Cameras, Boom Boxes, Electric Typewriters, Label Makers, Computer Power Supplies, Office Phones, Wall Phones, Answering Machines \$3.00 each

Computer Monitors, Console Stereos \$10.00 each

Flat Screen and CRT TV's under 19" \$15.00 each

Flat Screen and CRT TV's 20"-39" \$20.00 each

Flat Screen and CRT TV's 40" and over \$30.00 each

Console TV's, Projection TV's \$40.00 each

Dismantled TV's or Monitors \$35.00 each

Broken TV's or Monitors \$40.00 each

Floor Model Copiers/Printers \$50.00 each

*Business electronics must be sorted, labeled, and processed separately from residential electronics.

FURNITURE, MATTRESSES & BOXSPRINGS

Kitchen Chairs, Office or Desk Chairs, Small Wooden Tables, Small Night Stands, Small Dressers \$5.00 each *If any chair is 60% metal or more, it should be placed in scrap metal dumpsters.

Upholstered or Reclining Chairs, Large Wooden Tables, Large Night Stands, Large Dressers \$10.00 each

Love Seats, Sofas, Couches, Reclining Couches, Sectional Couches, Hide-A-Beds \$20.00 each

Crib Mattress or Crib Box Spring \$5.00 each

Single, Twin, and Futon Mattresses or like-sized Box Springs \$10.00 each

Full, Queen, and King Mattresses or like-sized Box Springs \$15.00 each

Floor and Table Lamps FREE

*Floor and Table Lamps should be placed in scrap metal dumpsters after the power cord is removed.

**If floor or table lamps are constructed of brass or zinc die-cast, they should be saved for dismantling.

All other furniture items not listed above will be assessed a fee based on size and weight. See Construction & Demolition Waste Fees.

HAZARDOUS WASTES & CHEMICALS

Liquid and solid chemicals, and hazardous wastes such as paints, cleaning supplies, solvents, fuels, etc., are only accepted at an Annual Clean Sweep Event. Empty latex paint cans made of steel should be placed in scrap metal dumpsters. Liquid and solid chemicals, and hazardous wastes are strictly prohibited in the trash.

MEDICATIONS

The Dunn County Sheriff's Department collects unwanted medications year-round, Monday through Friday, from 8:00am to 4:30pm, at 615 Stokke Parkway, Menomonie, WI. All medications are strictly prohibited from being placed in the trash.

MISCELLANEOUS ITEMS

Mercury containing devices such as Thermostats, Thermometers, and Switches FREE

Used Oil Filters FREE with a current Dunn County Solid Waste Permit

*Businesses and non-participating municipality residents shall pay \$0.25 each or \$45,00 per drum, or \$11.25 per ¼ drum.

Used Oil and Antifreeze FREE with a current Dunn County Solid Waste Permit

*Used Oil & Antifreeze is not accepted from businesses.

MIXED RIGID PLASTICS & OTHER BULKY ITEMS

Mixed Rigid Plastics fees will vary based on the size and weight of each item

- Plastic totes, flowerpots larger than a basketball, 5-gallon buckets and pails \$0.25 each
 - EXCEPTION: #5 PP kitty litter pails are accepted for free and processed with other #5 plastics.
- Plastic shelving Units \$1.00 each (small) \$3.00 each (large)
- Plastic hose reels without hose \$3.00 each
- Plastic lawn chairs \$0.50 each
- Plastic lawn tables \$1.00 each (small) \$3.00 each (large)
- Plastic basketball hoop stands \$2.00 each (without sand or steel) \$5.00 each (with sand or steel)
- Plastic jungle gym and playground items such as slides and play houses \$5.00 each
- Non-battery powered plastic sit-in/sit-on toys, such as plastic tricycles, cars, rocking horses, and baby walkers: \$3.00 each
- Battery-powered plastic sit-in/sit-on toys: \$8.00 each
- Car seats: \$3.00 each
- Plastic fence lattice sections: \$0.50 each

- Plastic litter boxes: \$1.00 each
- Plastic pet igloos or kennels: \$3.00 each (without steel) \$5.00 each (with steel)
- Plastic irrigation or drain tile tubes: \$1.00 per 10' section
- Plastic pond tubs or agricultural water trough tubs \$5.00 each
- Hard plastic kiddie pools \$2.00
- Bucket or basket of small, non-battery plastic children's toys \$2.00
- Small, battery-powered plastic children's toys: \$0.50 each
- Medium battery-powered plastic children's toys: \$1.00 each
- Large battery-powered plastic children's toys: \$3.00 each
- 5-gallon pail of small, battery-powered plastic children's toys \$5.00 full pail \$2.50 half pail
- Insulated Plastic Coolers \$2.00 each (small) \$4.00 each (large)
 *Uninsulated lids may be removed and placed with MRP.
- Hot Tubs \$60.00/Ton scaled or \$40.00 each
- Agricultural Plastic Films FREE

COMMON RECYCLABLES

Mixed Paper, Cardboard, Carrier Stock, Glass Bottles and Jars, Aluminum Cans and Foil, Steel Cans, #1 PETE Bottles/Jars, #2 HDPE Bottles/Jugs, #4 LDPE Film, #5 PP Plastic Tubs/Lids, #5 PP Grain Sacks FREE

NON-TRADITIONAL RECYCLABLES & INDUSTRIAL RECYCLING DISCOUNTS

All non-traditional and industrial recyclable materials from industries and businesses, such as MRP, HMW drums and jugs, plastic films, vinyl siding, super sacks, coroplast, etc., will be assessed a discounted tipping fee of \$30.00/Ton if the materials are clean and sorted, and do not require excessive handling or processing by our attendants. In order to qualify for the Industrial Recycling Discount, a business must make arrangements with the Dunn County Solid Waste & Recycling Division prior to bringing materials to our facilities. All materials shall be inspected upon arrival to ensure compliance with this program.

TIRES

Bulk Tires at the Dunn County Transfer Station \$250.00/Ton

Skid Steer Track, Rubber Mats, Conveyor Belting at the Dunn County Transfer Station \$415.00/Ton

*These items are only accepted at the Dunn County Transfer Station.

Bicycle Tires \$2.50 each

*Bicycle tires on a rim and/or attached to bicycles should be placed in scrap metal dumpster at no charge.

Passenger, Trailer, Motorcycle, ATV Tires \$4.00 each (without rim) \$8.00 each (with rim)

Light Truck, SUV, Forklift Tires \$5.00 each (without rim); \$10.00 each (with rim)

Large Truck, Semi Tires \$15.00 each (without rim); \$25.00 each (with rim)

Farm Tractor Front Tires \$10.00 each (without rim); \$20.00 each (with rim)

Inner tubes 1/2 the price of the same size tire

*All Agricultural Tires, excluding Farm Tractor Fronts, and regardless of size, are only accepted at the Dunn County Transfer Station, and must be weighed on the scale at the bulk rate of \$250.00/Ton

SOLID WASTE PERMITS

Permits for Non-Participating Municipalities \$100.00 per year

*Permit costs are pro-rated throughout the year depending on which month the permits are purchased. Call the office at 715-232-4017 for current pro-rated permit cost.

Replacement or additional brochures with (2) permits enclosed \$20.00 each

Replacement or additional permits \$10.00 per single permit

Current Solid Waste Permits are required to be displayed at the time of disposal and are valid for normal Household Trash only.

Dunn County Solid Waste & Recycling Division Position Description

Department: Dunn County Solid Waste & Recycling Division

Position Title: Collection Site Lead Attendant Pay: \$16.00 (2020)

Reports To: Solid Waste & Recycling Director

Function, Purpose, and Description of Position

Under primary direction of the Dunn County Solid Waste & Recycling Director, the Collection Site Lead Attendant is responsible for managing, processing, containerizing, and shipping all solid waste and recyclable commodities at any of the seven Dunn County Area Collection Stations. The Lead Attendant also supervises Second, Third, and Backup Attendants and assigns site job duties as necessary; ensures that collection sites are opened/closed on time and kept clean, safe, and efficient for public usage during business hours, and assists the public with their solid waste and recycling activities in a professional and courteous manner; oversees the proper sorting, labeling, and containerization of recyclable commodities; ensures that all cash revenue generated from fee items is handled appropriately and is properly secured at the conclusion of each business day; and evaluates site usage and public interactions for compliance with all Dunn County Solid Waste & Recycling Ordinance protocols.

Additional duties will include hydraulic compactor operation and maintenance, frequent call-in reporting of all site needs, including container switches, compactor exchanges, heavy material loading requirements, site maintenance, used oil, antifreeze, and oil filter volumes, yard waste management, supply requests, hazardous waste diversion, and other needs as they arise.

Minimum Training and Experience Required to Perform Essential Job Functions
High school diploma or equivalent, previous supervisory experience preferred, with materials handling
or warehouse experience desired, or any combination of education and experience that provides
equivalent knowledge, skills and abilities. Must have excellent situational awareness, communication
skills, and be responsive to visual and audible cues, and have a strong attention to detail. General
reading, writing, and arithmetic skills are also required.

Mathematical Ability

Ability to do basic math, including measurements, weights, volumes, and rudimentary accounting skills.

Physical Requirements

Ability to work for extended periods of time up to 11 hours; ability to see, read, and comprehend small writing and symbols; ability to perform a combination of stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling objects and materials of moderate weight up to 50 pounds.

Environmental Adaptability

Ability to work outdoors in all-weather, all-season conditions, and be adaptable to hot, cold, wet, dusty, noisy, and odorous environments.

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 "Municipality" and collectively "Municipalities") (Village and Municipalities collectively the "Parties" or may be individually referred to as a "Party").

ARTICLE 1 - 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). The Municipalities subject to this Agreement are sometimes referred to as the "Responsible Unit District."

ARTICLE 2 - Terms

- Term. The term of this Agreement (the "Term") 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. Responsible Unit Designation. By executing this Agreement, 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.
- IV. 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 3 - 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:
 - 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) of 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 semiannually thereafter of the effective recycling program established under this paragraph and I(a)(ii).
 - 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).
 - 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 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:
 - 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 (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 Nonmandated 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 4 - Duties and Responsibilities of the Municipalities

- I. 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 (collectively the "Elk Mound Group") shall be fully responsible for acquiring and paying for the full cost of necessary equipment to operate the recycling collection center at the facility site located in the Village of Elk Mound.
- III. The Village of Colfax, and the Towns of Tainter, Colfax, Otter Creek, Grant, and Wilson (collectively the "Colfax Group") shall be fully responsible for acquiring and paying for the full cost of necessary equipment to operate the recycling collection center at the facility site located in the Village of Colfax.

ARTICLE 5 - 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 Municipalities 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, promptly 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 segregated account by the Committee on a 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 attached **Exhibit B**. The Municipalities and the Village will meet and confer at the annual meeting to reassess the per capita bill rate for next calendar year.
- V. At the beginning of each quarter (using a calendar year accounting period), the Village shall submit invoices to each Municipality for each Municipality's proportionate share of the expenses. The 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 and billed as a separate invoice, payable 30 days after receipt by the Municipalities. After initial startup, these expenses will be included in the annual budget.
- VII. The equipment acquisition costs at the collection facility in the Village of Colfax shall be shared on a proportionate, per capita basis between the Colfax Group. The equipment acquisition costs at the collection facility in the Village of Elk Mound shall be shared on a proportionate, per capita basis between the Elk Mound Group. These costs shall be tracked separately and excluded from the cost to run the respective collection sites.
- VIII. No member municipality shall withhold funding as provided herein due to a dispute arising under this Agreement. If a dispute arises concerning the amounts due and owing by a member municipality under this Agreement, said municipality shall pay the amount determined by the Committee until the dispute is resolved pursuant to this Agreement or the municipality withdraws as provided in this Agreement.

Article 6 - Annual Meeting/Budget

- Annual Meeting. The Committee shall hold its annual meeting each year no earlier than August

 The date of the annual meeting may be changed upon approval a majority vote of the Committee provided any such change shall require a 15 day notice to all member municipalities.
 Provided, also, that in no event may the annual meeting be held later than October 31 in any given year.
- II. Reconciliation. During the first quarter of each year, the Village shall submit a reconciliation of the prior year's actual expenses as related to the prior year's budget (the "Reconciliation").
- III. <u>Budget Submission</u>. The Village shall submit an operating and capital equipment budget for the Responsible Unit District to the Committee annually, no later than October 31.
- IV. <u>Initial Budget</u>. By executing this Agreement, each Municipality agrees that the Committee's budget for the initial year of the Term shall be as shown on the attached Exhibit A (the "Initial Budget").
- V. <u>Budget Review</u>. The Committee shall review the Reconciliation and review, amend and/or approve the operating and capital budget submitted by the Village at the annual meeting each year. The Committee shall then submit the budget to the member Municipalities for approval, but not amendment. The budget shall clearly set forth and identify those expenditures which are long term debt obligations and not part of the general operations budget. To the extent the budget proposes that the Responsible Unit District incur long term debt, the budget shall specify the debt funding mechanism. If a majority of the Municipalities either vote to approve the budget or do not vote on the budget by November 30th, the budget will be deemed to be approved. A copy of the meeting minutes of each member municipality will be sent to and retained by the Committee to record such vote. If a majority of the Municipalities vote in opposition to the budget, then the budget will be determined in accordance with Article 6(VII).
- VI. <u>Prorata Share Review</u>: At the annual meeting, in addition to reviewing the proposed budget, the Committee shall review each Municipality's per capita bill rate for the upcoming calendar year.
- VII. <u>Base Budget</u>. If the Municipalities have rejected the proposed budget for the upcoming year, the amount of the previous years' operating budget will be increased by the increase in July to July, Minneapolis and St. Paul Consumer Price Index for All Consumers (the "CPI"), for the period ending most immediately prior to the commencement of the budget year over the same index for the previous year.

In the event the CPI decreases, the operating budget shall remain the same. The capital expenditure contribution will, if there is no mutually agreed upon number, revert to the previous year's budget for the upcoming budget year.

Notwithstanding the above, in the event the CPI increase or decrease is insufficient to cover the costs for the Village of Colfax to fulfill its duties or responsibilities under ch. 287, Wis. Stats. or this Agreement, the Village shall submit individual invoices to each Municipality, to be paid within 30 days of receipt, for each Municipality's proportionate share of any deficiency in the

amount between the CPI increase or decrease and the costs for the Village of Colfax to fulfill its duties or responsibilities under ch. 287, Wis. Stats. or this Agreement.

VIII. Non-Budgeted Expenditures. Non-budgeted expenditures, in excess of \$100.00, may only be made with the approval of the Committee subject to this Article 6(VII). If the proposed non-budgeted expenditures are completely offset by a reduction in budgeted expenditures, member Municipality approval is not required. If the proposed non-budgeted expenditure results in an increase in the overall budget for the Responsible Unit District, a majority of the member Municipalities must approve the expenditure. The Committee shall determine if any non-budgeted expenditure, less any proposed set-off in budgeted expenditures, results in an For purposes of this determination, non-budgeted capital expenditures cannot be offset by reductions in budgeted operating expenditures, nor may non-budgeted operating expenditures be offset by reductions in budgeted capital expenditures. Once each quarter, the Committee shall review all expenditures made in the immediately preceding quarter.

ARTICLE 7 - Asset Disposition on Termination

At of the end of the Term of the Agreement, all equipment purchased, by the Village, 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 Colfax site. In the event the Village of Colfax desires to remain a responsible unit and use the Colfax Site's equipment for its use as a responsible unit, the Village may retain and use the equipment. If the Village of Colfax does not desire to be a responsible unit, disposal of equipment acquired by the Village will be determined by a majority vote of the Colfax Group. Similarly, all equipment purchased by the Village of Elk Mound shall be evaluated based on a continued need to run the Elk Mounds site and disposal of equipment acquired by the Village of Elk Mound will be determined by a majority vote of the Elk Mound Group.

ARTICLE 8 - Solid Waste and Recycling Committee

- I. <u>Purpose</u>. The Colfax Solid Waste and Recycling Committee (the "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 Colfax Solid Waste and Recycling Committee shall consistent of one member and an alternate designee for each member Municipality and each Municipality's governing board shall be responsible for appointing its member and alternate 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 two (2)-year term designated by the appointing Village or Municipality.

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. Unless otherwise specified in this Agreement or at law, Committee actions may be taken by affirmative majority vote with quorum present. Each Committee member shall be entitled to one vote.

ARTICLE 9 - 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. Provided, however, nothing contained within this paragraph of Agreement is intended to be a waiver or estoppel of any Municipality or its insurer to rely upon the limitations, defense, and immunities contained within Wisconsin law, including, but not limited to, those found at Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, each Municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

ARTICLE 10 - Addition and Withdrawal of Municipalities

- Addition. Additional municipalities will be allowed to join the Responsible Unit District only upon approval by the Committee. Each prospective municipality shall agree to the terms of this Agreement.
- II. Withdrawal. Member Municipalities may withdraw from the Responsible Unit District only in accordance with this Article. A member may withdraw from the Responsible Unit District, effective December 31st of the year in which notice is given (the "Withdrawal Date") upon giving notice in writing no later than July 1 in any given year. This term between submission of the notice and the withdrawal date shall be known as the "Notice Term."

The withdrawing municipality shall continue to be obligated on any debt, short or long term, including any capital debts or obligations, incurred during their membership prior to date the withdrawing municipality submits its notice of withdrawal to the Committee. Following submission of its notice, the withdrawing municipality shall be a participant in the operation of the Responsible Unit District until the Withdrawal Date, but shall not have any vote regarding operations or other business related to this Agreement. However, following the Withdrawal Date, the withdrawing municipality shall no longer be responsible for any debts or obligations of the Responsible Unit District approved during the Notice Term, except for those obligations under Article 5(IV) or Article 5(V) that were incurred during the calendar year in which the Notice Term occurs, or as otherwise provided in this Article 10.

- III. Continuation of Costs. In the event any Municipality is responsible for the costs associated with equipment or calendar year in which that withdrawing Municipality will 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 removal from, or 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.
- IV. Involuntary Removal. The membership of any Municipality may be terminated, for cause, upon the unanimous vote of the remaining members. In the event of such termination, the departing member shall be relieved of obligations under Article 10(III) of this Agreement, as of the effective date of such removal.

ARTICLE 10 - Miscellaneous Provisions

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. <u>Binding Effect</u>. 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. <u>Headings and Terms</u>. 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. <u>Construction of Agreement</u>. 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. <u>Governing Law</u>. 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.
- VIII. Ratification. Each Municipality agrees to take all appropriate municipal action, whether by Board resolution or otherwise, to ratify this Agreement and shall provide proof of such ratification to the Committee with 30 days of such ratification.
 - IX. Mutual Cooperation. The parties to this Agreement, including the Committee, will cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the conditions to the parties' obligations hereunder and to obtain as promptly as possible all consents, authorizations, orders or approvals from each and every third party, whether private or governmental, required in connection with the transactions contemplated by this Agreement.

[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 November, 2020

VILLAGE OF COLFAX	TOWN OF COLFAX
By: Scott Gunnufson, Village President	By: Dean Logslett, Chairman
TOWN OF GRANT	TOWN OF OTTER CREEK
By: Mark Dietsche, Chairman	By: Mark Warner, Chairman
TOWN OF TAINTER	TOWN OF WILSON
By: Justin Albricht, Supervisor	By: Raymond Glaser, Chairman
VILLAGE OF ELK MOUND	TOWN OF ELK MOUND
By: Steven Abraham, Village President	By: Tony Christopherson, Chairman
By: John Schaefer, Chairman	
ATTEST:	
ynn Niggemann, Village of Colfax Clerk	
Attest Date:	

Exhibits A and B

Initial Budget and Pro Rata Share Calculation

See Following Page

2021 Initial Budget

2	2021 Initial Budget	BECV	RECVC! INC	Total Control of the last					
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