

## **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, December 15<sup>th</sup>, 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 Items Available
    - i. Additional Receiver Box
    - ii. Recycle Boxes
  - b. Fee Schedule
  - c. Updates on any of the printed items
  - d. Update on the locks
  - e. Site Employees discussion/update/possible action
  - f. Vendor Agreement discussion/possible action
  - 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.

**Colfax and Elk Mound Collections Sites**  
**Solid Waste & Recycling Fee List**  
 (Prices are subject to change at any time)

**HOUSEHOLD TRASH**

Normal household trash disposal is FREE with a current Dunn County Solid Waste Permit. Normal household trash is defined as 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, stingles, 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 Colfax or Elk Mound Solid Waste & Recycling Permit will be charged \$3.00 per bag or barrel of normal household trash. Solid Waste & Recycling Permits can be obtained by calling the Village of Colfax Clerk's Office at 715-962-3311.

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, lab ware, 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 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** (SORTED and taped)

Lead Acid (auto batteries) FREE  
 Alkaline (household) Nickel Cadmium, Nickel Metal Hydride (power packs), Lithium Ion \$1.00 per pound  
 Lithium Primary, Unsorted \$5.00 per pound

**BULBS, LAMPS & BALLASTS**

Compact Fluorescent, Incandescent, Halogen, Flood Lamp, Heat Lamp, Headlight, All Straight Fluorescent Lamps, Ultraviolet, Germicidal, Insect Zapper Fluorescent Lamps \$1.00 each  
 Circular and U-Shape Fluorescent Lamps, High Intensity Discharge Bulbs, Vacuum Tubes, HID & LED Bulbs \$3.00 each  
 Whole Fluorescent & LED Lighting Fixtures \$10.00 each.

Holiday Lights & 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.

- 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 HOPE Bottles/Jugs, #4 LOPE 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**

Bicycle Tires \$2.00 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 \$5.00 each (without rim) \$10.00 each (with rim)

Light Truck, SUV, Forklift Tires \$6.00 each (without rim); \$12.00 each (with rim)

Light Commercial Tires (19" tires), Skid Steer \$10 (without rim); \$15 (with rim)

Large Truck Tires \$17.00 each (without rim); \$30.00 each (with rim)

Super single duplex tires, Semi Tires \$20 each (without rim); \$30 each (with rim)

Fork Truck \$30 (without rim)

Farm Tractor Front Tires and OTR (up to 100 lbs) \$20.00 each

**SOLID WASTE PERMITS**

Permits for Non-Participating Municipalities \$200.00 per-year

\*Permit costs are pro-rated after June 30 to \$100.00 for the remaining portion of the year. Call the Village of Colfax Clerk's office at 715-962-3311 during business hours, Monday through Friday 8 am to 4 pm.

Replacement permits \$10.00

Current Colfax or Elk Mound Solid Waste & Recycling Permit is required to be displayed at the time of disposal and are valid for normal Household Trash only.

**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.

**COMPRESSED OR PRESSURIZED GAS CYLINDERS**

Small Propane - 1 lb MAPP (used for welding and cutting torches), CO<sub>2</sub>, Oxygen and Industrial Gas Cylinders \$3.00 each  
 2lb - 100 lb Propane, Helium, Oxygen and Industrial Gases, CO<sub>2</sub>, N<sub>2</sub> and Single Gas Refrigerant Cylinders \$15.00 each  
 Refrigerant Cylinders \$80 each  
 Polyfoam Spray Systems \$75.00 per tank

**CONSTRUCTION & DEMOLITION WASTES (no scaling available)**

C&D Wastes at Collection Sites \$20.00 • \$40.00 per cubic yard, depending on weight  
 Heavy C&D Material - \$40 per cubic yard

- 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 - \$20 per cubic yard, if water-soaked charge \$40 per cubic yard.

- 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.

Truck Size	Heavy Material Estimated Disposal Cost	Light Material Estimated Disposal Cost
Full Size Pickup - Long Box	\$80.00 full box	\$40.00 full box
Full Size Pickup - Short Box	\$65.00 full box	\$40.00 full box
Compact Pickup - Long Box	\$55.00 full box	\$30.00 full box
Compact Pickup - Short Box	\$40.00 full box	\$30.00 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** - Currently not available.

**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 Cards, Extension Cards, 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

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

Dismantled TV's or Monitors \$35.00 each

Floor Model Printers, Copiers, All-in-One Units \$50 each

Broken TV's or Monitors \$40.00 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 \$7.00 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 \$15.00 each Love Seats, Sofas, Couches, Reclining Couches, Sectional Couches, Hide-A-Beds \$30.00 each

Crib Mattress or Crib Box Spring 75.00 each

Single, Twin, and Futon Mattresses or like-sized Box Springs \$15.00 each Full, Queen, and King Mattresses or like-sized Box Springs \$20.00 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 Colfax and Elk Mound Police Departments collect unwanted medications year-round, Monday through Friday, from 8:00 am to 4:00pm, at 613 Main Street, Colfax OR E202 Menomnie Street, Elk Mound, 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 Colfax or Elk Mound Solid Waste & Recycling Permit

\*Businesses and non-participating municipality residents are required to purchase a Non-Resident Permit \$200. shall pay \$0.25 each or \$45.00 per drum, or \$11.25 per 1/4 drum.

Used Oil and Antifreeze FREE with a current Colfax or Elk Mound Solid Waste & Recycling 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
- o 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

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (“Agreement”) is made and entered into as of \_\_Jan. 1, 2021, by and between **COLFAX RESPONSIBLE UNIT OR COLFAX RU**, 613 Main Street, Colfax, WI 54730 (“Village”) ( ELK MOUND COLLECTION STATION, VILLAGE OF COLFAX acting as the RU (Responsible Unit) and **FIRST CHOICE COMPUTER RECYCLING, LLC**, a Wisconsin limited liability company, 525 Park Ridge Ct., Eau Claire WI 54703 (“FC”).

### Recitals:

**WHEREAS**, FC is a full-service electronic recycling company; and

**WHEREAS**, the Colfax RU desires to engage the services of FC to provide electronic recycling services according to the conditions and terms set forth herein;

### NOW, THEREFORE:

In consideration of the foregoing and the conditions and terms set forth below, the parties agree as follows:

1. Contracting. The contracts with FC and FC agree to provide the Services (as defined herein) upon the conditions and terms set forth in this Agreement.
2. Term. The term of this Agreement shall begin on January 1, 2021 and shall continue for three (3) years (“Term”).
3. FC Services. For the fees provided in this Agreement, FC shall provide the following services:
  - A. FC shall deliver an FC-owned overseas shipping container (“Container”) to N9417 810<sup>th</sup> Street, Colfax, WI (“Colfax Transfer Station”) into which Electronic Material (as defined below) may be deposited. FC shall also deliver an overseas shipping container (“Container”) to 401 570th Ave, Elk Mound, Wi. 54734 (“Elk Mound Collection Station”) into which electronic material (as defined below) may be deposited.
  - B. FC shall undertake all recycling within the guidelines of the R2 Recycling Standard including ISO and OHSAS standards, all of which FC is certified in.
  - C. FC will shred all drives at its facility so that no drives will be wiped or reused.
  - D. FC will wipe all data from all cellular phones, tablets, and embedded memory devices.
  - E. FC will supply all materials required for FC to transport the Electronic Materials;and

F. FC shall provide the Colfax RU with an itemized invoice of all charges for the above services; and

G. Upon the expiration of the Term, FC will remove the Container from the Colfax Transfer Station and the Elk Mound Transfer Station.

(collectively, "Services").

The term, "Electronic Material" means all of the following: (i) televisions; (ii) computers: laptop, desktop, netbook, and tablets; (iii) desktop printers including those that scan, fax, and/or copy and 3-D printers; (iv) computer monitors; (v) other computer accessories (including keyboards, mice, speakers, external hard drives, and flash drives); (vi) e-readers; (vii) DVD players, VCRs and other video players (i.e., DVRs); (viii) fax machines; and (ix) cellular phones.

4. Colfax RU Responsibilities. The Colfax RU is responsible for all the following:

A. Providing parties with access to the Container, monitoring such access, and ensuring the safety of all parties depositing items into the Container.

B. Ensuring that all Electronic Material is deposited into the Container and it not located outside of it.

C. Naming FC as an additional insured on the Village of Colfax for the Colfax site and Village of Elk Mound for the Elk Mound site for the general commercial liability insurance policies with limits of at least Two Million Dollars (\$2,000,000) with respect to the access to and use being made by the Village and any third-parties concerning the Container, and providing FC with a certificate of insurance confirming such coverage prior to January 1, 2021 and thereafter, annually during the Term;

D. Contacting FC to pick-up the Electronic Material and dispose of the same.

E. Paying the Fees owed to FC within thirty (30) days of the invoice date; and

F. The Colfax RU shall not move the Container from the Colfax Transfer Station or Elk Mound Transfer Station without the prior, written approval of FC.

5. Fees. The Colfax RU shall pay FC fees for the Services based on the following:

Televisions and monitors (LCD and CRT)	\$ .20 per pound
Console and projection televisions	\$ .25 per pound
Consumer electronics (printers, DVD, VCR, stereo, satellite receivers, keyboards, mice, peripheral equipment)	\$ .10 per pound
Desktop and laptop computers, phones, tablets, and small appliances (no charge)	\$ .00 per pound

Pickup Fee	\$40
Stacking labor, if needed	\$40

FC will invoice the Colfax RU for such fees each time FC picks up the Electronic Material. The Colfax RU will pay each invoice within thirty (30) days of receipt.

6. Indemnification. The Colfax RU shall indemnify, defend, and hold FC, its officers, directors, owners, and members (“Indemnified Parties”) harmless against and in respect of any claim, liability, or damage, including, but, not limited to, attorneys’ fees, court costs and expenses, and accounting fees, incurred or sustained by the Indemnified Parties as a result of the breach by the Colfax RU of their obligations under this Agreement.

7. Construction of Agreement. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. This Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement shall be binding only if evidenced in a writing signed by each party. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, including .pdf, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The language used in this Agreement shall be deemed to be the language chosen by all parties to this Agreement to express their mutual intent, and no rule of strict construction against any party shall apply to any condition or term in this Agreement. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties hereto. Notice shall be provided to a party at the principal office address as set forth in the records of the Wisconsin Department of Financial Institutions. The parties mutually covenant and agree that no waiver of a breach of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant or condition. The parties further agree that no modification, release, discharge or waiver of any provision of this Agreement shall be of any force, effect or value unless in writing and signed by Landlord and Tenant or their duly authorized agents. The individuals signing this Agreement on behalf of their respective entities represent and warrant that they have the full and complete authority to bind their respective entity to the conditions and terms contained herein.


IN WITNESS WHEREOF, this Service Agreement is made and entered into as of the Effective Date.

**MUNICIPALITY:**

**FC:**  
First Choice Computer Recycling, LLC:

→ \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman/President

By:   
\_\_\_\_\_  
Ralph Hutchens, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk/ Secretary



**Contractor:** Auburndale Recycling Center, Inc. dba  
 Liberty Tire Recycling  
 10453 S. George Avenue  
 P.O. Box 137  
 Auburndale, WI 54412  
 Phone: 715.652.3622  
 Fax: 715.652.6372

**ROUTE SERVICE AGREEMENT**

**Customer Status:**  New Customer  Existing-New Agreement  Existing-Agreement Renewal  Price Change  Service Change

**Contract Customer / Invoice to:** \_\_\_\_\_ **Customer Account Number:** \_\_\_\_\_

**Customer Name:** Colfax Responsible Unit (RU) **FEIN No.:** \_\_\_\_\_

**Address:** 613 Main Street PO Box 417

**City and State:** Colfax, WI **Zip Code:** 54730

**County:** Dunn County

**Phone Number:** 715-962-3311 **Fax Number:** 715-962-2221

**E-Mail Address:** clerktreasurer@villageofcolfaxwi.org

**Check One:** Proprietor  Partnership  Corp  **State of Incorporation:** Wisconsin Municipal

**Name of Principal:** Lynn Niggeman **Title:** Clerk/Treasurer/Administrator

**Service:** Collection, loading, transportation, processing, recycling and/or disposal of Customer's used tires.

**Service Location:**

**Location Name:** Town of Colfax Drop Off Site - Town of Elk Mound Drop Off Site

**Address:** N9417 810th Street 401 570th Ave, Elk Mound, WI 54739

**City and State:** Colfax, WI **Zip Code:** 54730

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Service Contact:** Lynn Niggeman Cell: 715-505-3615 **Title:** \_\_\_\_\_

**Effective Date of Service:** See Signature **Term:** 36 months **Estimated Volume:** 20 PTE per month

**Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):**

Passenger Tires: 10-28 lbs	\$ 2.75 per tire	Passenger Tire w/ Rim:	\$ 4.75 per tire
Light Truck Tires: 29-45 lbs	\$ 3.75 per tire	Light Truck Tires w/Rim:	\$ 5.75 per tire
Large Truck Tires: 80-95 lbs	\$ 15.00 per tire	Large Truck Tire w/ Rim:	\$ 18.00 per tire
Super single/duplex Tires: 95-130 lbs	\$ 15.00 per tire	Other: Lt. Commercial 46-79 lbs	\$ 9.00 per tire
		Other: Skid Steer	\$ 6.00 per tire
Agricultural Tires: and OTR		Other: Fork Truck	\$ 20.00 per tire
Small: 0-75 lbs.	\$ 25.00 per tire	Minimum Fee:	\$ 175.00 per visit
Medium: 76-150 lbs.	\$ 35.00 per tire		
Large: 151-225 lbs.	\$ 45.00 per tire	Current Diesel Fuel	
X-large: 225-300 lbs.	\$ 55.00 per tire	Surcharge: adjusted weekly	5.00 today % of billed revenues
300+ lbs.	\$ 80.00 per TON Each		or charges adjusted WEEKLY
Container Drop Fee:	\$ N/A		
Container Rent:	\$ N/A		
Freight:	\$ N/A		
Environmental Fee:	\$ 15.00 per stop		

**Billing Terms:**  COD  Credit **Net 30 days**

**Special Conditions:** \_\_\_\_\_ (Customer to initial below)

- Please call dispatch at 715-652-3622 Extension #1 to postpone a service call or schedule a special one
- Please be sure you have at least 50 tires for any given service call and the minimum fee per stop will not apply

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Authorized Representative)

**Print Customer Name and Title:** \_\_\_\_\_

**Contractor Signature:** Donald R. Hacker **Date:** 09/03/2020  
 (Authorized Representative)

**Print Contractor Name and Title:** \_\_\_\_\_

<b>Service Type (select one):</b> <input type="checkbox"/> On Call <input checked="" type="checkbox"/> Schedule	<b>Service Frequency (select one):</b> If weekly, estimated collections per week: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 If not weekly, then every: <input type="checkbox"/> 2wks <input type="checkbox"/> 3wks <input type="checkbox"/> 4wks <input type="checkbox"/> 5wks <input type="checkbox"/> 6wks <input checked="" type="checkbox"/> Other: 12 weeks Route# if known: _____
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## GENERAL CONDITIONS OF ROUTE SERVICE AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial thirty-six (36) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its used tires or used tires (collectively, "Used Tires") due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. ~~In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty-four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.~~

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services, including without limitation, the collection, loading, transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. ~~Customer shall pay Contractor for Used Tires collected at the time Service is rendered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice.~~ Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Fuel Surcharge.** Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. **Designated Collection Area.** Customer shall designate an area within its premises for the accumulation of Used Tires to be collected by Contractor (the "Designated Area"). The Designated Area shall be readily accessible by Contractor's vehicle; Contractor's personnel shall not be required to lift or carry the Used Tires except when loading Contractor's vehicle; and Contractor shall not be responsible for the inadvertent collection of new, adjustment and/or other tires not intended for removal which are located in the general proximity of the Designated Area.

7. **Used Tires.** ~~Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation.~~ Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Contractor shall not collect any split or chopped tires, solid-rubber tires, baled tires, tires containing a heavy accumulation of dirt, ~~or tires exceeding 54 inches in height or 16 inches in width~~ or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer initials \_\_\_\_\_ ←

Date 09/03/2020

8. Title. Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires.

9. Provision of Services. To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. Indemnity and Related Provisions. Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) Contractor's operation, use, or other acts or omissions relating to and/or arising out of Customer's equipment and/or tires at the site where Contractor performs its obligations under this Agreement, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment.

11. Insurance. Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. Right to Compete. Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

~~13. Selling Used Tires. Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.~~

14. Default and Remedies. If either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. Force Majeure. Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. Waiver. The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. General Provisions. This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials \_\_\_\_\_ ←  
Date 09/03/2020

## **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 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**

- I. 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:
- 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) 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 semi-annually thereafter of the effective recycling program established under this paragraph and I(a)(ii).
    - 3. Provide for the collection of recyclable materials separated from solid waste by the tenants and the delivery of the recyclable materials to a Village-designated recycling facility.
  - iv. A requirement by creation of appropriate Village and Municipalities' ordinance(s), that owners of commercial, retail, industrial, and governmental facilities in the Village and Municipalities do all of the following:
    - 1. Provide adequate, separate containers for the effective recycling program established under I(a)(ii).
    - 2. Regularly notify all users and occupants of the facilities of the effective recycling program established under this paragraph and I(a)(ii).
    - 3. Provide for the collection of recyclable materials separated from solid waste by the users and occupants and the delivery of the recyclable materials to a Village-designated recycling facility.
  - v. A system for collecting from single family residences in the Village and Municipalities, any materials separated pursuant to the effective recycling program pursuant to I(a)(ii).
  - vi. A system for the processing and marketing of recyclable materials collected by the Village or by Municipalities located within the Village and respective

Municipalities.

- vii. Prohibition on disposing of, in a solid waste disposal facility or burning in a solid waste treatment facility any material identified in Wis. Stat. § 287.07(3) and (4) that is separated for recycling as part of this recycling program.
  - viii. Provisions for the management of postconsumer waste that is not separated for recycling or recovery under I(a)(ii), consistent with the highest feasible priority under Wis. Stat. § 287.05(12).
  - ix. Except as otherwise set forth in this Agreement, procure the equipment (if necessary) or means necessary to implement I(a)(i), (ii), (iv), (vi), and (xii) , including contracts for service, staff, supplies and equipment from vendors.
  - x. A reasonable effort through the implementation of this effective recycling program to reduce to the maximum extent feasible the amount, by weight, of each material specified in Wis. Stat. § 287.07(3) and (4) that is generated as solid waste within the Village and respective Municipalities and disposed of in a solid waste disposal facility or converted into fuel or burned without energy recovery in a solid waste treatment facility.
  - xi. Other provisions to be implemented as established by the Department of Natural Resources by rule, as authorized by Wis. Stat. § 287.11.
  - xii. Provide adequate enforcement of the program established above.
- b. Provide information as requested regarding the status and planning of the effective recycling program to the Municipalities.
- c. Submit to the Wisconsin Department of Natural Resource a report setting forth how the Village intends to implement the effective recycling program, the report shall specify all of the following:
- i. Whether the Village of any other person, firm or entity, as designated by the Village under Wis. Stat. § 287.09(3)(a) will implement a component of the program.
  - ii. The procedures or processes that the Village intends to use to separate, collect, store, process and market solid waste or components of solid waste (recyclables) and to educate the public on the effective recycling program.
  - iii. The procedures or processes that the Village intends to use to manage solid waste that is not separated for recovering or recycling, consistent with the priorities under Wis. Stat. § 287.05(12).
  - iv. A schedule of the implementation of the effective recycling program.
- d. Provide information requested by the Wisconsin Department of Natural Resources on the status of the implementation of the effective recycling program.
- e. Waste generated by the parties of this agreement will be managed in accordance with Wis. Stat. § 287.05(12). The management of solid waste, whenever possible and practical, will be managed by the following priorities:

- i. The reduction of the amount of solid waste generated.
  - ii. The reuse of solid waste.
  - iii. The recycling of solid waste.
  - iv. The composting of solid waste.
  - v. The recovery of energy from solid waste.
  - vi. The land disposal of solid waste.
  - vii. The burning of solid waste without energy recovery.
- f. Consistent with Wis. Stat. § 287.09(2)(a), Village staff will mail out Recycling Awareness Newsletters to Village residents which will include information on acceptable/non-acceptable materials at the collection site and reminders of items which are banned from landfill disposal, including information about why it is important to recycle electronic devices, and opportunities available to those persons for recycling electronic devices. Materials and price lists will be provided on-line and at the site regarding Non-mandated recycling that will be accepted at each site. The Village will provide social media and newspaper information introducing that new operations of the Colfax and Elk Mound sites with the Village of Colfax, as the responsible unit.

**ARTICLE 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 considered for payment from the 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

- I. Annual Meeting. The Committee shall hold its annual meeting each year no earlier than August 1. 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. Budget Submission. 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. Initial Budget. 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. Budget Review. 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. Prorata Share Review: 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. Base Budget. 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 increase in the overall budget. 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. Purpose. 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 consist 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**

- I. 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 31<sup>st</sup> 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 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 any withdrawal from, 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**

- 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.
- 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**

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: \_\_\_\_\_  
Justin Albricht, Supervisor

**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:

**Exhibits A and B**

**Initial Budget and Pro Rata Share Calculation**

**See Following Page**

EXHIBIT A

2021 Initial Budget	RECYCLING		TRASH		RECYCLING & TRASH COMBINED		RECYCLING TOTAL BOTH SITES
	Coifax Site curbside/drop-off	Elk Mound Site curbside/drop-off	Coifax Site curbside/drop-off	Elk Mound Site curbside/drop-off	Coifax Site curbside/drop-off	Elk Mound Site curbside/drop-off	
100 Salaries/Wages - site workers	5,000	5,000	2,000	2,000	2,000	7,000	10,000
210 Consulting & Professional Services	1,000	1,000	1,500	1,500	1,500	2,500	2,000
Administrative, Educational	3,000	3,000	1,000	1,000	1,000	4,000	6,000
220 Utility Services	500	500	500	500	500	1,000	1,000
240 Purchased Repairs & Maintenance	500	500	1,000	1,000	1,000	1,500	1,000
290 Purchased Services Printing & Advertising							
Educational Material	2,000	2,000					
Permits	1,500	1,200	1,500	1,500	1,200	3,000	2,700
290 Purchased Services Other (contractual svcs)							
Site workers	17,611	17,611	15,000	15,000	15,000	32,611	35,222
Plowing, sanding, loading, packing, compile yard	3,340	3,340	3,340	3,340	3,340	6,680	6,680
Brush grinding & yard waste removal	3,250	3,250	3,250	3,250	3,250	6,500	6,500
Recycling Hauling/Tonnage	40,000	35,000				40,000	75,000
Trash/Demo hauling/tonnage			50,000	50,000	65,000	65,000	65,000
Clean Sweep Event	9,000	6,000				9,000	15,000
Tire Disposal	4,000	4,000				4,000	8,000
Electronics & bulb recycling	1,000	1,000				1,000	2,000
Oil Filters, antifreeze, used oil disposal	250	250				250	500
310 Office Supplies	150	100	150	150	100	300	250
320 Subscriptions & Dues							
330 Employee Travel & Training							
340 Operating Supplies & Expenses	150	100					
350 Repair & Maintenance Supplies	100	100	200	200	200	300	200
510 Insurance	500	500	1,000	1,000	1,000	1,500	1,000
530 Rents & Leases							
540 Depreciation							
540 Hourly Equipment Use Charges	500	300	500	500	300	1,000	800
900 Cost Allocations							
900 Cost Allocations Other (not #53635)							
Total Recycling Costs	93,951	84,752	81,090	81,090	95,491	174,441	178,103
Less							
Clean Sweep Event	9,000	6,000					
Tire Disposal	4,000	4,000					
Electronics & bulb recycling	1,000	1,000					
Oil Filters, antifreeze, used oil disposal	250	250					
Office Supplies	150	100					
Less							
Revenue - Sale of Recyclables							
RECYCLING COSTS BY SITE	78,951	73,402					
TOTAL COMBINED RECYCLING COSTS		152,353					

EXHIBIT B Prorata Share Calculation	Per Capita Population Assessed		Estimate Per Capita		Per Capita Population Assessed		Estimate Per Capita	
	Per Capita	Population Assessed	Per Capita	Population Assessed	Per Capita	Population Assessed	Per Capita	Population Assessed
Estimated per capita charge for waste & recycling together			\$28.06		\$40.42			
Per Capita V of Coifax	1,095	1,283	0.18	\$30,729.23	0.20	871	\$35,207.82	
T of Coifax	497	392	0.21	\$36,005.12	0.43	1,930	\$78,015.02	
T of Otter Creek	392	2,423	0.08	\$13,947.42	0.37	1,658	\$67,020.16	
T of Grant	526	6,216	0.06	\$11,000.78				
T of Tainter	526	6,216	0.39	\$67,997.19				
T of Wilson	526	6,216	0.08	\$14,761.26				
Total	6,216	62,160	1.00	\$174,441.00	1.00	4,459	\$180,243.00	