



BOARD OF SUPERVISORS MEETING

Wednesday, August 16, 2023 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, August 2, 2023, Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of 2 minutes per person. **Public comment is not permitted outside of this public comment period.** **Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the July 2023 Building Inspection Report
- B. Distribution of the July 2023 Winnebago County Tonnage Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Winnebago County Sheriff's Department – Public Concerns and Issues
- B. Administrator's Report
- C. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Erica Cowling

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Motion to approve a Certified Survey Map (CSM) Submitted by Paul Sturgis on behalf of Sturgis Family Irrevocable Trust for approval of a CSM dividing Tax ID #006-0565 (8326 County Rd T) into two (2) lots.
- B. Plan Commission Discussion: Plan Commission review & discussion on allowing more than one principal building on a parcel of land & residences/dwellings accessory to non-residential uses.

BUSINESS

- A. Discussion/Action: Town Board review & consideration of hiring Deb Bellin for the Janitorial Position for the Town Hall & Park Facilities at a wage of \$17.51 per hour with a start date of July 26, 2023.
- B. Discussion/Action: Town Board review & consideration of Resolution 2023-006 Appropriating Winnebago County Spirit Funds in the Amount of \$145,000 for Further Reconstruction of the Friendship Trail in Clayton, & Development of Noffke Park.
- C. Discussion/Action: Town Board review & consideration of a Proposal for Services prepared by GFL Environmental to provide garbage & recycling service for the Town.

REVIEW OF DISBURSEMENTS

REVIEW OF GENERAL FUND BUDGET UPDATES

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Sept 6 & 20; Oct 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - August 23; Sept 13; Oct 11

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

- 1. The Town Hall Posting Board – 8348 Hickory Ave Larsen, WI 54947
- 2. The Town’s Web Page: --



BOARD OF SUPERVISORS MEETING - AMENDED

Wednesday, August 02, 2023 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Town Chair Geise
Supervisor Grundman
Supervisor Christianson
Supervisor Reif

EXCUSED

Supervisor Lettau

STAFF

Administrator Wisnefske
Clerk Faust-Kubale
Treasurer Zolp
Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, July 19, 2023 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Wednesday, July 19, 2023 Town Board Meeting Minutes.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA - NONE

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report
- E. Administrator's Report
- F. Chair & Supervisor Reports

BUSINESS

- A. Discussion/Action: Town Board review & recommendation to the Winnebago County Board of Adjustment on Application #2023-VA-6440 (2689 County Rd II), requesting a variance for a sub-standard shore yard setback requirement per Section 6.1, Winnebago County Shoreland Zoning Code.

MOTION

Motion made by unanimous consent to recommend approval of the variance to the Winnebago County Board of Adjustment on Application #2023-VA-6440 & direct Staff to submit the Town Action for Variance form to the County.

Motion carried by unanimous voice vote.

- B. Discussion/Action: Town Board review & consideration of a revised Developer Agreement submitted by G&L Properties for a proposed machining & repair services development on Tax ID #006-0340-02-01.

MOTION

Motion made by unanimous consent to postpone indefinitely action on the revised Developer Agreement submitted by G&L Properties.

Motion carried by unanimous voice vote.

- C. Discussion/Action: Town Board review & consideration of a Developer Agreement submitted by PRE/3, LLC for a proposed multi-family residential development on Tax ID #006-0328-01.

CHAIR GEISE STRUCK THIS ITEM FROM THE AGENDA DUE TO THE LAND OFFER TO PURCHASE FROM PRE/3, LLC BEING NULL AND VOID

- D. Discussion/Action: Town Board review & consideration of the Tax Increment Financing (TIF) Application submitted by PRE/3, LLC for a proposed multi-family residential development on Tax ID #006-0328-01.

CHAIR GEISE STRUCK THIS ITEM FROM THE AGENDA DUE TO THE LAND OFFER TO PURCHASE FROM PRE/3, LLC BEING NULL AND VOID

- E. Review/Discussion: Town Board review & discussion on identifying projects that would qualify for use of the Winnebago County Spirit Fund Local Government Allocation funds.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

- F. Discussion/Action: Town Board review & consideration of quotes received from Fox Valley Tree Service & Asplundh Tree Expert LLC for trimming overgrowth of trees on selected Town Roads.

MOTION

Motion made by unanimous consent to approve the quote provided by Asplundh Tree Expert LLC at a cost not to exceed \$6,100.00 and instruct Staff to proceed as necessary to have the overgrowth trimming completed for CY 2023.

Motion carried by unanimous voice vote.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Board of Review - August 8, 2023 10 am
- B. Town Board (6:30 pm start unless otherwise noted) - August 16; Sept 6 & 20; Oct 4 & 18
- C. Plan Commission (6:30 pm start unless otherwise noted) - August 9 & 23; Sept 13; Oct 11

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 6:55 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

PERMIT SPREADSHEET FOR JULY 2023

YEAR TO DATE SUMMARY

Item A.

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDING INSPECTOR FEE	TOWN	EST. PROJECT COST	PERMIT FEE	TOWN OF CLAYTON REVENUE	YEAR TO DATE TOTAL
TOWN OF CLAYTON PERMITS:													
7/10/2023	143-23-7B	BRENT KIEDROWSKI	2975 FAIRWINDS	REMODEL	SWEETWOOD BLDERS	\$ 150,000.00	\$ 305.00		Town of Clayton	\$ 2,395,736.00	\$ 15,298.60	\$ 15,298.60	\$ 63,677.21
7/18/2023	144-23-7B	ALEX BRUSDA	3329 KNOX	NSFD	HOFFMAN STROBEL	\$ 900,000.00	\$ 1,107.44		Town of Vinland				\$ 1,893.02
7/18/2023	145-23-7B	BOB BECKWIRTH	8225 GOLF COURSE	REMODEL	FINDING TIME COST	\$ 62,000.00	\$ 198.16		Town of Winneconne	\$ 1,225,643.00	\$ 3,998.90	\$ 2,791.12	\$ 11,525.64
7/18/2023	146-23-7B	TOUMONG LO	2925 WINNEGANIE	REMODEL	B&K RENOVATION	\$ 10,000.00	\$ 212.26		Town of Winchester	\$ 281,242.00	\$ 1,009.60	\$ 807.68	\$ 2,545.44
7/19/2023	147-23-7H	MIKE ZERNZACH	9086 OAKWOOD	A/C REPLACEMENT	BLACK-HAAK	\$ 4,000.00	\$ 75.00		Town of Dale	\$ 192,659.00	\$ 1,654.96	\$ 1,323.97	\$ 6,640.99
7/19/2023	148-23-7H	BOBBY YUN	2979 LENNON	A/C REPLACEMENT	BLACK-HAAK	\$ 6,000.00	\$ 75.00						
7/19/2023	149-23-7E	NATIONAL LIGHTING	2586 W AMERICAN	ELECTRIC NEW COMMERCIAL	SURBURBAN ELECT	\$ 232,000.00	\$ 7,303.50		Total	\$ 4,095,280.00	\$ 21,962.06	\$ 20,221.37	\$ 86,282.30
7/19/2023	150-23-7B	TRIDENT HOLDINGS	2522 W AMERICAN	NEW COMMERCIAL	FOX STRUCTURES	\$ 700,000.00	\$ 1,835.92						
7/19/2023	151-23-7E	TRIDENT HOLDINGS	2522 W AMERICAN	ELECTRIC NEW COMMERCIAL	CENTER VALLEY	\$ 30,000.00	\$ 892.96		Full Burden Wage	\$ 8,110.26			\$ 64,528.19
7/19/2023	152-23-7P	TRIDENT HOLDINGS	2522 W AMERICAN	PLUMB NEW COMMERCIAL	AP PLUMBING	\$ 35,000.00	\$ 892.96						
7/19/2023	153-23-7H	TRIDENT HOLDINGS	2522 W AMERICAN	HVAC NEW COMMERCIAL	S&A PETERS HVAC	\$ 28,000.00	\$ 892.96		Net Profit (Loss)	\$ 12,111.11			\$ 21,754.11
7/19/2023	154-23-7B	ARDEN ECKSTEIN	3848 LARSEN	RAZE HOUSE/GARAGE	RICKS EXCAVATING	\$ 15,000.00	\$ 60.00						
7/27/2023	155-23-7H	KATHY HOFFMAN	2955 E RIDGE PL	REPLACE A/C	VAN HANDEL HVAC	\$ 9,486.00	\$ 75.00						
7/27/2023	157-23-7E	GREG SCHULTZ	7467 JENSEN	GENERATOR INSTALL	RALSTON ELECT	\$ 3,000.00	\$ 75.00						
7/27/2023	158-23-7E	3RD GENERATION ASSETS	8709 CLAYTON	ELECTRIC FOR NEW CELL TOWER	REINHOLD ELECT	\$ 133,000.00	\$ 150.00						
7/27/2023	159-23-7E	ALEX BRUSDA	3329 KNOX	NSFD ELECT	SEC ELECT	\$ 39,890.00	\$ 498.72						
7/27/2023	160-23-7P	ALEX BRUSDA	3329 KNOX	NSFD PLUMB	HANSEN PLUMB	\$ 33,360.00	\$ 498.72						
7/27/2023	161-23-7H	CARRIE THOMSON	3404 VOYAGER	REPLACE A/C	BLACK-HAAK	\$ 5,000.00	\$ 75.00						
7/27/2023	162-23-7E	MARCUS SHIMON	3261 WISMER	SERVICE	BLACK-HAAK	\$ -	\$ 75.00						
				TOTALS		\$ 2,395,736.00	\$ 15,298.60	\$ -					
TOWN OF WINNECONNE PERMITS:													
7/12/2023	76-23-7B	RYAN GONZALEZ	5137 HIGH POINTE	REROOF	PRO RESTORATION	\$ 16,033.00	\$ 50.00	\$ 40.00					
7/12/2023	77-23-7B	MARCUS KLAESER	5203 HIGH POINTE	REROOF	HOME PRO	\$ 20,400.00	\$ 50.00	\$ 40.00					
7/12/2023	78-23-7B	JASON FAHRNEY	5155 SOUTHWIND	REROOF	SECURITY LUEBKE	\$ 19,000.00	\$ 50.00	\$ 40.00					
7/12/2023	79-23-7B	VALERIE STABENOW	6400 PAULSON	REROOF	INFINITY EXTERIORS	\$ 38,000.00	\$ 50.00	\$ 40.00					
7/12/2023	80-23-7B	VALERIE STABENOW	6400 PAULSON	SIDING	INFINITY EXTERIORS	\$ 39,000.00	\$ 50.00	\$ 40.00					
7/12/2023	81-23-7E	JIM WOLF	5966 HIAWATHA	ELECTRIC FOR SHED	DIERSEN ELECT	\$ 2,500.00	\$ 50.00	\$ 40.00					
7/12/2023	82-23-7E	JEFF KLUMB	7140 SHORELINE	ELECTRIC FOR BOAT HOUSE	DOUGLAS ELECT	\$ 3,500.00	\$ 50.00	\$ 40.00					
7/12/2023	83-23-7E	ED QUIGLEY	6782 QUIGLEY	SERVICE	WITZKE ELECT	\$ 10,000.00	\$ 60.00	\$ 48.00					
7/18/2023	84-23-7B	KRAIG WESTERN	5118 N HARBOUR	REMODEL	SELF	\$ 30,000.00	\$ 179.00	\$ 143.20					
7/18/2023	85-23-7E	KRAIG WESTERN	5118 N HARBOUR	REMODEL ELECT	PRECISION ELECT	\$ 1,500.00	\$ 74.70	\$ 59.76					
7/18/2023	86-23-7H	KRAIG WESTERN	5118 N HARBOUR	REMODEL HVAC	RYF HVAC	\$ 2,000.00	\$ 74.70	\$ 59.76					
7/18/2023	87-23-7P	KRAIG WESTERN	5118 N HARBOUR	REMODEL PLUMB	SBS	\$ 2,000.00	\$ 74.70	\$ 59.76					
7/19/2023	88-23-7B	STEVE ANDERSON	6870 CTY M	REMODEL	APEX REMODELING	\$ 19,500.00	\$ 119.40	\$ 95.52					
7/20/2023	89-23-7B	THE STORAGE PLACE	6392 CROSS	NEW COMMERCIAL STORAGE	A&M COST	\$ 563,000.00	\$ 1,646.40	\$ 1,317.12					
7/26/2023	90-23-7B	ARTHUR RATHJEN	5121 WASHINGTON	REROOF	BROOKS CONST	\$ 21,000.00	\$ 50.00	\$ 40.00					
7/26/2023	91-23-7B	EDGAR SUTTA	5176 N HARBOUR	SIDING	SALZAR SIDING	\$ 30,000.00	\$ 50.00	\$ 40.00					
7/26/2023	92-23-7B	JASON HARDY	6766 FOREST PARK	REROOF	ALL-AMERICAN	\$ 10,000.00	\$ 50.00	\$ 40.00					
7/26/2023	93-23-7E	PAUL JANDRIN	5010 PETRACK	SOLAR INSTALL	ALL ENERGY SOLAR	\$ 27,000.00	\$ 60.00	\$ 48.00					
7/31/2023	94-23-7B	RANDY PARKS	6404 SANDCRANE	NSFD	STEVE WAGNER CONST	\$ 350,000.00	\$ 650.00	\$ 520.00					
7/31/2023		RANDY PARKS	6404 SANDCRANE	TOWN FEES			\$ 510.00						
7/31/2023	95-23-7B	MIKE PETERSON	6559 LASLEY SHORE	REROOF	AMERIPRO ROOFING	\$ 21,210.00	\$ 50.00	\$ 40.00					
				TOTALS		\$ 1,225,643.00	\$ 3,998.90	\$ 2,791.12					
TOWN OF WINCHESTER PERMITS:													
7/11/2023	16-23-7B	BRIAN KELLER	8355 MUD CREEK	POLE BARN	PINNO BUILDINGS	\$ 172,762.00	\$ 100.00	\$ 80.00					
7/18/2023	17-23-7B	BRIAN BARBER	5261 FAIRVIEW	DETACHED GARAGE	SELF	\$ 65,000.00	\$ 100.00	\$ 80.00					
7/20/2023	18-23-7E	ANDREW DUNCON	5273 CTY II	SERVICE CHANGE	FULL DRAW	\$ 2,000.00	\$ 130.00	\$ 104.00					
7/26/2023	19-23-7E	US INTERNET	8396 STEEPLE HILL	SERVICE	US INTERNET	\$ 1,000.00	\$ 130.00	\$ 104.00					
7/26/2023	20-23-7E	MARY EISCH	5345 ANN	GENERATOR INSTALL	SUBURBAN ELECT	\$ 9,780.00	\$ 130.00	\$ 104.00					
7/26/2023	21-23-7E	WEINZINGER	8847 N LOOP	NSFD ELECT	1ST ELECTRICAL	\$ 13,200.00	\$ 159.60	\$ 127.68					
7/26/2023	22-23-7E	DEBORAH TATE	8788 CTY MM	GENERATOR INSTALL	WITZKE ELECT	\$ 16,000.00	\$ 130.00	\$ 104.00					
7/26/2023	23-23-7E	JIM SMOGOLESKI	8717 CTY MM	SERVICE CHANGE	WITZKE ELECT	\$ 1,500.00	\$ 130.00	\$ 104.00					
				TOTALS		\$ 281,242.00	\$ 1,009.60	\$ 807.68					
TOWN OF DALE PERMITS:													
7/17/2023	47-23-7E	REED BUETOW	W9026 SCHOOL	WIRER DETACHED GARAGE	SELF	\$ 3,000.00	\$ 101.00	\$ 80.80					
7/25/2023	48-23-7E	BEN ROMENESKO	CTY M	ELECT FOR NSFD DETACHED	C VALLEY ELECT	\$ 16,000.00	\$ 339.12	\$ 271.30					
7/25/2023	49-23-7H	BEN ROMENESKO	CTY M	HVAC NSFD	VAN HANDEL	\$ 19,259.00	\$ 267.12	\$ 213.70					
7/25/2023	50-23-7P	BEN ROMENESKO	CTY M	PLUMB NSFD	THERN PLUMB	\$ 32,000.00	\$ 267.12	\$ 213.70					
7/25/2023	51-23-7E	SCOTT REYNOLDS	W9030 MARIANNA	GENERATOR INSTALL	SELF	\$ 6,500.00	\$ 65.00	\$ 52.00					
7/25/2023	52-23-7E	KEN GOFFARD	W8971 BLACK OTTER	GENERATOR INSTALL	PETES ELECT	\$ 12,000.00	\$ 65.00	\$ 52.00					
7/25/2023	53-23-7E	DENNIS GILLESPIE	W9015 SCHOOL	GENERATOR INSTALL	BLACK-HAAK	\$ 6,000.00	\$ 65.00	\$ 52.00					
7/25/2023	54-23-7E	RAY SAMSON	W8930 HUNTERS	GENERATOR INSTALL	BLACK-HAAK	\$ 16,000.00	\$ 65.00	\$ 52.00					
7/27/2023	55-23-7B	TIM RASOR	HWY 96	POLE BUILDING	KAUFFMAN CONST	\$ 81,900.00	\$ 420.60	\$ 336.48					
				TOTALS		\$ 192,659.00	\$ 1,654.96	\$ 1,323.97					

JOHN M. RABE, P.E.
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



Winnebago County

Solid Waste Management Board

The Wave of the Future


LANDFILL/ADMINISTRATIVE
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Item B.

DATE: August 4, 2023

TO: Contracted Responsible Units

FROM: Kathy Hutter – Operations Manager
khutter@winnebago-county-wi.gov 
920-232-1853

RE: July 2023 Signing Municipality Update & Monthly Scale Reports

January – June 2023 Percent Commodity Report – distributed with this email, the bi-annual commodity percent reports are provided to our Signing Municipal Partners to disclose what the Tri-County Recycling Facility is receiving from our communities and local businesses. Commodity percents remain consistent with prior years' data.

Single Stream Recycling Markets Update – We had hoped for commodity price increases during the first half of 2023, and we started to see it on the fiber side, but lost traction when the bottom dropped out of plastic values this summer. Our 6-month average composite price is around \$85/ton, compared to \$162/ton this time in 2022 and \$113/ton in 2021. Per industry insiders, the decrease in value is attributed to recycled plastic feedstock oversupply in the manufacturing sector and slowed consumer spending. As an example, PET (#1 plastic bottles) took a very unexpected and dramatic tumble in July, dropping in value from nearly \$250/ton to \$84/ton. Fiber values have increased slightly over the 6-month period, and while they're not at the all-time highs that we saw in late-2021, being ~60% of all sales, they are helping offset losses from plastic markets. We remain on target for tonnages and have made progress helping our Signing Municipalities keep their recycling in the County's system. We hope that plastic markets regain value and stabilize over the next 6-months and will provide a follow-up market update closer to the end of the year.

The WDNR Recycling Consolidation Grant 2024 Cooperative Agreement – was emailed to Municipal Clerks and Public Works Staff on June 13, 2023 (City of Neenah, City of Oshkosh excluded). We are working with a few remaining communities to complete and submit the Agreement. We will combine all returned Agreements into a packet and redistribute it to you for your records. Keep in mind that by completing this paperwork, your community will qualify for additional WDNR Recycling Grant Funds.

KH/kh
S:\Landfill\52811 Recycling Programs\811 RUGs\RUG LETTERS\2023\08 RUGAUG23

JOHN M. RABE, P.E.
Director

www.winnebago-county-solid-waste.com
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Winnebago County

Solid Waste Management Board

The Wave of the Future

LANDFILL/ADMINISTRATIVE
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Item B.

Date: August 3, 2023
To: Contracted Responsible Units
From: Kathy Hutter, Operations Manager
khutter@winnebago-county-wi.gov
920-232-1853
Re: Commodity Percentages for January – June 2023

The commodity percentages for January – June 2023 are summarized below. Total tons processed through the Tri-County Recycling Facility during this time period was 52,588 tons (~2% decrease from January – June 2022). Please email or call me if you have questions. Thank you.

<u>Material</u>	<u>% Jan-Jun 2023</u>
Aluminum	1.48%
Plastic #1 and # 2	4.90%
Glass	20.94%
Tin/Steel	2.23%
Cardboard	24.53%
Mixed paper	35.97%
Residual (landfilled)	9.95%
Total	100%

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2023 RECYCLING TONNAGE REPORT**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD	
	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	
T. Algoma	52.22	40.80	59.90	44.38	38.41	47.89	45.03						328.63	T. Algoma
T. Black Wolf	18.31	17.47	25.05	21.19	17.39	28.28	19.36						147.05	T. Black Wolf
T. Clayton	39.17	32.53	37.70	25.63	34.41	45.63	37.32						252.39	T. Clayton
V. Fox Crossing	117.11	91.65	109.11	102.55	97.92	111.13	91.40						720.87	V. Fox Crossing
T. Neenah	22.30	22.00	31.36	23.72	25.23	30.97	26.44						182.02	T. Neenah
T. Nekimi	9.29	8.81	11.58	8.82	9.59	12.90	10.24						71.23	T. Nekimi
T. Omro	12.21	11.04	13.62	9.82	11.32	10.65	10.30						78.96	T. Omro
T. Vinland	17.67	11.85	12.19	13.25	15.46	16.37	16.11						102.90	T. Vinland
T. Winchester	15.16	12.90	10.58	16.67	11.40	13.29	10.72						90.72	T. Winchester
T. Winneconne	25.03	18.78	23.01	21.86	18.30	25.23	21.05						153.26	T. Winneconne
T. Wolf River	6.18	4.46	4.17	6.63	5.71	4.30	4.07						35.52	T. Wolf River
V. Winneconne	13.62	12.64	13.53	13.17	22.26	25.68	17.85						118.75	V. Winneconne
C. Menasha	122.60	110.42	92.37	112.10	119.36	132.70	91.40						780.95	C. Menasha
C. Neenah	184.77	138.68	168.27	158.72	180.38	180.72	165.78						1177.32	C. Neenah
C. Omro	15.48	15.83	13.73	17.90	17.68	26.48	19.49						126.59	C. Omro
C. Oshkosh	347.56	277.07	325.52	303.96	333.94	348.48	311.33						2247.86	C. Oshkosh
Other SS	255.55	197.60	340.91	278.45	302.45	335.63	356.32						2066.91	Other SS
TOTAL TONS	1274.23	1024.53	1292.60	1178.82	1261.21	1396.33	1254.21						8681.93	TOTAL TONS

	Population	SS lbs./person
T. Algoma	6,927	94.88
T. Black Wolf	2,431	120.98
T. Clayton	4,375	115.38
V. Fox Crossing	19,011	75.84
T. Neenah	3,701	98.36
T. Nekimi	1,334	106.79

	Population	SS lbs./person
T. Omro	2,356	67.03
T. Vinland	1,773	116.07
T. Winchester	1,796	101.02
T. Winneconne	2,627	116.68
T. Wolf River	1,212	58.61
V. Winneconne	2,542	93.43

	Population	SS lbs./person
C. Menasha	18,490	84.47
C. Neenah	27,726	84.93
C. Omro	3,644	69.48
C. Oshkosh	66,929	67.17
Total	166874	79.28

MEMORANDUM

Business Referred by the Plan Commission

From: Administrator/Staff

To: Town Board

Re: Plan Commission Recommendation: Motion to approve a Certified Survey Map (CSM) Submitted by Paul Sturgis on behalf of Sturgis Family Irrevocable Trust for approval of a CSM dividing Tax ID #006-0565 (8326 County Rd T) into two (2) lots.

AND

Plan Commission Discussion: Plan Commission review & discussion on allowing more than one principal building on a parcel of land & residences/dwellings accessory to non-residential uses.

Please find in your packet a copy of the draft minutes of the August 9, 2023, Plan Commission meeting.

The only recommendation the Commissioners are asking the Board to take action on is the Sturgis Trust CSM. The other item was for discussion only.

SUGGESTED MOTION:

Motion to approve the CSM submitted by Paul Sturgis dividing Tax ID #006-0565 (County Rd T) into two (2) lots.

The second item was for discussion only and does not require any Board action.

Should you have any questions relative to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey



PLAN COMMISSION

Wednesday, August 09, 2023 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER – Chair Knapinski called the meeting to order at 6:31 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

- Chair Knapinski
- Commissioner Haskell
- Commissioner Nemecek
- Commissioner Dorow
- Commissioner Hopkins
- Town Board Rep. Christianson

EXCUSED

- Commissioner Ketter

STAFF

- Administrator Wisnefske
- Clerk Faust-Kubale

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, July 12, 2023 Plan Commission Meeting

MOTION

Motion made by Commissioner Nemecek, **Seconded** by Commissioner Haskell to approve the minutes of the Wednesday, July 12, 2023, Plan Commission Meeting.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Dorow, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 6-0.

OPEN FORUM – Public comments addressed to the Plan Commission - NONE

CORRESPONDENCE

- A. Distribution of the July 2023 Building Inspection Report

BUSINESS

- A. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) submitted by Paul Sturgis on behalf of Sturgis Family

Irrevocable Trust for approval of a CSM dividing Tax ID #006-0565 (8326 County Rd T) into two (2) lots.

MOTION

Motion made by Commissioner Haskell, **Seconded** by Commissioner Nemecek to recommend approval of the CSM dividing Tax ID #006-0565 as proposed.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Dorow, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 6-0.

- B. Review/Discussion: Plan Commission review & discussion on allowing more than one principal building on a parcel of land & residences/dwellings accessory to non-residential uses.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

UPCOMING MEETING ATTENDANCE

- A. Plan Commission (6:30 pm start unless otherwise noted) - August 23; Sept 13; Oct 11
- B. Town Board (6:30 pm start unless otherwise noted) - August 16; Sept 6 & 20; Oct 4 & 18

ADJOURNMENT

MOTION

Motion made by Commissioner Haskell, **Seconded** by Commissioner Nemecek to adjourn at 6:53 pm.

Voting Yea: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Dorow, Commissioner Hopkins, Town Board Rep. Christianson

Motion carried 6-0.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of hiring Deb Bellin for the Janitorial Position for the Town Hall & Park Facilities at a wage of \$17.51 per hour with a start date of July 26, 2023.

The Custodial position became vacant earlier in July 2023. Ms. Bellin was approached by Administrator Wisnepske and was willing to start immediately. If the Board agrees, a motion to approve the hire would be in order.

SUGGESTED MOTION:

Motion to approve the hiring of Deb Bellin for the open Janitorial position at a wage of \$17.51 per hour.

Should you have any questions relative to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Resolution 2023-006 Appropriating Winnebago County Spirit Funds in the Amount of \$145,000 for Further Reconstruction of the Friendship Trail in Clayton, & Development of Noffke Park.

Please find in your packets a copy of Resolution 2023-006. At the August 2, 2023, meeting the Board discussed possible uses for the Spirit Funds set aside for the Town of Clayton. These two possible projects were identified.

Staff are presenting this Resolution for Board consideration. This would be the first step in receiving the appropriated Spirit Funds. Once the Resolution is filed with the County, these projects are committed as what the funds will be used for.

If the Board agrees, a motion and **ROLL CALL** to approve the Resolution would be in order.

SUGGESTED MOTION:

Motion to approve Resolution 2023-006 and direct Staff to submit the required documentation to Winnebago County.

Should you have any questions relative to this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

RESOLUTION NO. 2023-006
APPROPRIATING WINNEBAGO COUNTY SPIRIT FUNDS IN THE AMOUNT OF \$145,000 FOR FURTHER RECONSTRUCTION OF THE FRIENDSHIP TRAIL IN CLAYTON, & DEVELOPMENT OF NOFFKE PARK

WHEREAS, In March of 2023, the Winnebago County Board applied surplus dollars to a special revenue fund titled the "Spirit Fund" to invest in legacy projects for the county government and certain identified community projects. The fund totals just over \$33 million. The County Board allocated \$145,000 for municipal governments located primarily in Winnebago County to fund one-time capital needs projects which increase the resiliency of the community, quality of life for residents, or other needs. This program amounts to \$3,045,000 countywide.

WHEREAS, Winnebago County has provided an agreement titled *Winnebago County Spirit Fund Local Government Allocation* detailing the requirements for the \$145,000 allocation for municipal governments; and,

WHEREAS, Town of Clayton Board of Supervisors approves signing the agreement and adhering to all requirements as written in the *Winnebago County Spirit Fund Local Government Allocation* agreement; and,

WHEREAS, the Town of Clayton Town Board has approved further repair and reconstruction of the section of Friendship Trail located within the Town of Clayton, extending from Clayton Avenue & State Highway 76; and

WHEREAS, The Town of Clayton Town Board has approved improvement to the Town-owned property described as Tax ID #006-0906-01, which has been named Noffke Park, for construction of walking trail(s) and a gravel parking facility; and

WHEREAS, this project falls within the eligible projects as defined in the *Winnebago County Spirit Fund Local Government Allocation* agreement; and,

WHEREAS, these projects were not budgeted for in 2023, and would not have been funded without the Spirit Fund allocation.

NOW THEREFORE BE IT RESOLVED, that the Town of Clayton Board of Supervisors hereby authorizes Town Board Chairman to sign the *Winnebago County Spirit Fund Local Government Allocation* agreement; and

BE IT FURTHER RESOLVED, that the Town of Clayton Board of Supervisors authorizes project submittal of the further Reconstruction of Friendship Trail and

Development of Noffke Park projects for reimbursement of \$145,000 from the Winnebago County Spirit Fund Local Government Allocation and authorizes the Town Administrator and the Town Clerk to submit all required documents per the agreement.

Adopted this ____ day of _____, 2023.

by a vote of _____ aye, _____ nay, with _____ members absent.

TOWN OF CLAYTON

By: _____
Russell D. Geise
Town Chairman

Attest:

Kelsey Faust-Kubale
Town Clerk

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of a Proposal for Services prepared by GFL Environmental to provide garbage & recycling service for the Town.

Please find in your packets a copy of the proposed contract. As discussed in previous meetings, Waste Management (WM) has been delivering unrecyclable material to Winnebago Solid Waste. Staff received communication from Winnebago County Solid Waste on June 20, 2023, informing us of the probationary period.

Since that memo was received, Staff have been exploring other options for service as WM is in breach of contract with the Town. GFL Environmental had reached out in 2022 to express interest in servicing the Town once our contract with WM was up for renewal in 2024. Based on these events, the Administrator reached out to get more information from GFL as well as a proposal for services.

Staff is preparing notice letters to residents if this proposal is approved, notifying them of the changes. Staff wanted to ensure there was a way for residents to be impacted the least and efficiently communicated to regarding any changes prior to giving WM notice.

SUGGESTED MOTION:

Motion to approve the Proposal for Services presented by GFL Environmental and direct the Administrator to proceed with the change in garbage/recycling service provider.

Should you have any questions relative to this information, please feel free to call or e-mail me.

Respectfully Submitted

Kelsey

GFL Environmental & Town of Clayton: A New Partnership

PRESENTED TO:
Kelly Wisnepske

PRESENTED BY:
Lonn Walter





WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC

About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the Town of Clayton.

As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacities. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to provide you with prompt, dependable, and cost-effective waste services.

WHAT WE DO

SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

gflenv.com

WHAT WE DO

LIQUID WASTE SERVICES

- Automotive fluid services
- Vacuum truck services for wastewater treatment plants
- Hazardous waste management
- Emergency response and site remediation
- Specialized services and industrial cleaning



Green Today. Green For Life.

gflenv.com

WHAT WE DO

INFRASTRUCTURE SERVICES

- Excavation
- Shoring and foundations
- Demolition
- Civil
- Construction waste disposal
- Soil remediation



Green Today. Green For Life.

gflenv.com

SAFETY AND COMPLIANCE

GREEN FOR LIFE. SAFE FOR LIFE.



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

gflenv.com

Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our prime objectives. With GFL Environmental as your provider, the Town can have a high comfort level that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take a proactive approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- The Smith System – driver program on equipment operation
- Weekly safety meetings and program awareness
- Safety promotions and rewards

GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your municipality and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider against another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the Village of Grafton.

Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing back into the communities where we operate.

Our offices and our employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method collections and improve upon service efficiencies.

We are able to deliver new carts and implement services within 30 days after an agreement is executed.

TRASH SERVICES

1. **GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. **Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and will be emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**
2. **Services will be provided on a weekly basis**
3. **For households that require additional carts, the charge shall be the same rate charged to the Town, but shall be charged as an annual fee and charged directly to the Household Unit**

RECYCLING SERVICES

1. **GFL Environmental will provide all eligible Household units with one (1) 95gal cart**
 - a. **Cart must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**
2. **Services will be provided on a weekly basis**
3. **Recycling services will be “single-stream” recycling.**
 - a. **Resident will place all recyclable materials into the recycling cart for collection**
 - i. **Plastic containers, glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.**

4. For households that require additional carts, the charge shall be the same rate charged to the Town, but shall be charged as an annual fee and charged directly to the Household Unit

DISPOSAL SERVICES

1. Waste and recycling collected from the Town of Clayton will be taken to the Winnebago County site for disposal and processing.
2. Winnebago County will invoice the Town of Clayton directly for these costs.

BULK SERVICES

1. GFL Environmental shall perform collection at the Town hall.
 - a. GFL shall provide two (2) 30yd containers at no additional charge to the Town for this annual event. If town is requesting additional 30yds, cost will be \$250/haul and ~~\$30/ton~~
2. Material accepted:
 - a. Furniture, including, but not limited to:
 - i. Couches, Chairs, Tables, Cabinets
 - ii. Mattresses/Box-spring
 - b. General Household Debris
 - i. Carpeting, Countertops, cabinets, doors, windows, etc.
 - c. Other items too large to fit into cart
 - d. Materials must be WI-landfill eligible
3. Materials EXCLUDED from bulky waste collection
 - a. Appliances
 - b. Tires
 - c. Automotive and Marine batteries
 - d. Electronic items (TVs, DVD players, VCRs, stereos, computer equipment, office equipment, etc.)

1. NO ADDITIONAL COST TO VILLAGE

MUNICIPAL SITES

1. The following Town sites shall receive services as indicated at no additional cost to the town.
 - a. Village Hall
 - b. Parks (2 of them)

PRICING INFORMATION

Monthly rate for weekly residential solid waste service \$ 6.87 per month per unit. (If a Household Unit needs an additional cart, the charge would be billed directly to the Household Unit at the same rate as charged to the Town, on an annualized basis)

Monthly rate for bi-weekly residential recycling service \$ 6.87 per month per unit. (If a Household Unit needs an additional cart, the charge would be billed directly to the Household Unit at the same rate as charged to the Town, on an annualized basis)

If the cart needs to be replaced due to loss/theft/negligence at Residential premises, the cost shall be \$85 per cart

RATE ADJUSTMENTS

1. The rates paid per this proposal shall be increase annually on January 1 by the greater of (a) 2.5% or (b) 100% of the Consumer Price Index (CPI-U, Midwest; All Items), whereas the CPI increase shall not exceed 6%.
2. The rates paid per this proposal shall further be adjusted due to changes in local, state, or federal law or regulation, governmental imposition of taxes, fees or surcharges, immediately upon effective date of change (i.e. WI State Tipping Fee)

FUEL SURCHARGE

Diesel Fuel \$/Gallon	Fuel Surcharge based on Monthly Per Unit Rate
Every \$.25 threshold above \$4.25	Increase of 1%
Every \$.25 threshold below \$3.25	Decrease of 1%

ADDITIONAL INFORMATION

CUSTOMER SERVICE PROGRAM/CONTRACT MANAGEMENT

- 1. GFL Environmental Customer Care Center**
 - a. Located in Omro, WI**
 - i. No longer a “centralized call center” in Milwaukee, Arizona, or other location**
 - ii. With Customer Care Representatives (CCR) being local to the area and at the hauling site, GFL is able ensure the teamwork and education provided to the Village and its residents is accurate, timely, and efficient**
 - b. GFL Corporate is committed to “non-centralized” Call Centers, to provide a better Customer Experience than what happens at most centralized centers with long hold times, inaccurate information, etc.**

CART INFORMATION

- 1. Carts will be purchased from Schaefer**
 - a. 95gal is the preferred and recommended size, due to the rigidity of recyclables (boxes, laundry jugs, etc.)**
 - b. Carts will have a 10yr warranty**
- 2. Inventory of carts will be kept at the Town Hall.**
- 3. See Addendum for additional Cart Specs**

FLEET INFORMATION

- 1. GFL will have two (2) dedicated trucks for the services performed in Grafton**
 - a. 2022 Peterbuilt/Mack Chassis with McNeilus Bodies**
 - b. The trucks are automated side-loaders**
- 2. Trucks are equipped with DriveCam, GPS and 2way radios**

CART INFORMATION

BODY / BAR

- Non-slip, textured finish on corners for grabber traction
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body
- Rotating retention bar for less stress on cart body
- Integrated, reinforced upper attachment for semi-automated lifters

UPPER ATTACHMENT

- Integrated, reinforced upper attachment for semi-automated lifters
- Highly durable, in-molded bar supports
- Meets all ANSI standards
- Solid lid axle with a robust 3-point attachment

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lid design with integral moisture barrier lip
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic lift handles for easy opening
- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Quick Release Wheels

WHEELS & AXLES

- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings
- Rubber wheels are optional
- Dual 3/8" wear strip for longer life

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life

Specifications

USD 95Q

- 1 Total Height 43.2"
- 2 Body Height 40.7"
- 3 Width 28"
- 4 Depth 32.1"
- 5 Wheel Diameter 10" or 12"
- 6 Load Rating 333 lbs.
- ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified.



JOHN M. RABE, P.E.
Director

www.winnebagocountysolidwaste.com
solidwaste@winnebagocountywi.gov



Winnebago County

Solid Waste Management Board

The Wave of the Future


LANDFILL/ADMINISTRATIVE
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Item C.

DATE: June 20, 2023

TO: Town of Clayton, Village of Winneconne, City of Omro, Town of Winchester,
Town of Winneconne Administration

FROM: Kathy Hutter – Operations Manager 
khutter@winnebagocountywi.gov
920-232-1853

RE: Waste Management-Berlin Recycling Contamination & Probationary Period

In recent weeks single-stream recycling delivered to the Tri-County Recycling Materials Recovery Facility (MRF) by Waste Management (WM) was flagged for contamination, odor complaints and deteriorated materials. The shipments were consolidated at WM-Berlin and contained Winnebago County Signing Municipal recycling mixed with other communities' recycling. This material is beyond acceptable levels for contamination and degradation (see attached photos).

In response, the Outagamie County Resource Recovery & Recycling Administration, acting on behalf of Tri-County Recycling and following past practices, has placed WM-Berlin on probation, giving them 2-weeks to correct the situation. During the probationary period their material will continue to be evaluated and if it does not improve, it will be turned away completely. Being a co-owner of this facility, Winnebago County Solid Waste supports this action.

If WM-Berlin's recyclable material is banned entirely from the MRF we will no longer be able to keep your community tonnage in our system. You will also lose the value of those tonnages when we disburse our shared program revenues at the end of the year. The only way around this will be for you to require WM to deliver your recyclables directly to the Winnebago County Transfer Station in Oshkosh. We will only accept residential route collection trucks that come directly from your community – i.e. no commercial loads, no loads mixed with non-Signing Municipal recyclables, no roll-off boxes coming from a consolidation point, etc.

We will continue to monitor the situation. If you have questions, please contact me directly at the above email or telephone number. Thank you.

KH/kh/JMR

S:\Landfill\52811 Recycling Programs\811 RUGs\Other\ 2023.06.20 WM Contamination Memo to RUs.doc



June 19, 2023

To whom it may concern,

The recyclable materials received from WM Berlin Transfer at the Tri-County Recycling Facility have been highly contaminated, causing odor and processing issues. Loads received May 2, 2023 through the date of this correspondence have been contaminated with excessive amounts of garbage, bagged materials, and in a state of fermentation.

As these concerns cause issues with contamination of other commodities and quality downgrades from our buyers, they will have to be removed. We are requesting a corrective action plan outlining steps that will be taken to remedy this situation. Please send the corrective action plan to Alexandra.nett@outgamie.org when it is complete. Loads from the WM Berlin Transfer Station will be on a 2 week probation period from date of this correspondence to show improvement or loads will not be accepted after that point.

The following communities have recycling tonnages contracted to Winnebago County Solid Waste under the Signing Municipal Agreement: Town of Clayton, Town of Winchester, Town of Winneconne, Village of Winneconne, and City of Omro. Their materials will need to be delivered to Winnebago County Transfer Station, 100 W County Road Y, Oshkosh, to meet contractual obligations. Winnebago County will only accept residential route collection trucks that come directly from the above communities. Commercial loads, loads mixed with non-Signing Municipal recyclables, and roll-off boxes coming from a consolidation point will not be accepted at Winnebago County Solid Waste.

Sincerely,

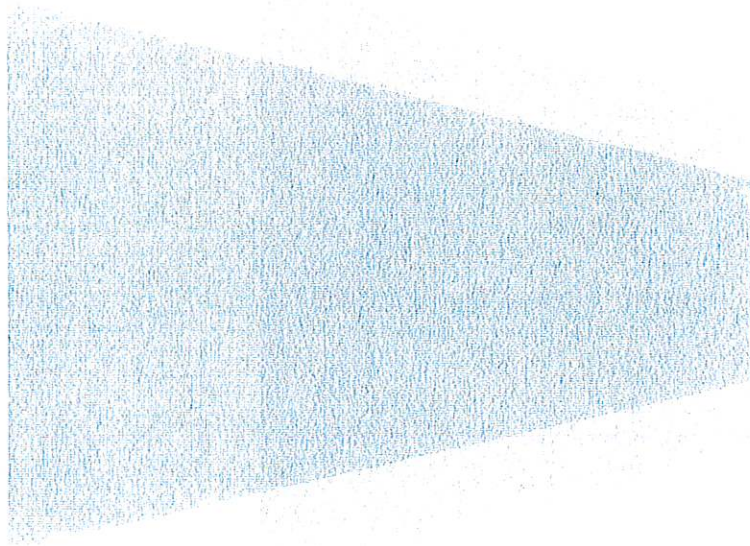
Alex Nett
Recycling and Resource Recovery Administrator
Tri-County Recycling | Outagamie County Recycling and Solid Waste

Cc: Kathryn Hutter, Operations Manager Winnebago County
Mark Walter, Business Development Manager Brown County
Jennifer Semrau, Statewide Recycling Coordinator WI Department of Natural Resources

Town of Clayton Solid Waste and Recycling Contract

Calendar Years 2012, 2013, 2014

Drafted by the Town Administrator



CY 2011

**Residential
Solid Waste and Recyclable
Collection and Disposal
Contract
for
CY's 2012, 2013, and 2014**

between

the

The Town Of Clayton

and

Veolia ES Solid Waste Midwest, LLC

**Approved
by the
Clayton Town Board**

on

Wednesday, October 5th, 2011

SECTION I
DEFINITIONS

The following definitions shall apply to terms found within this document:

AWARDING AUTHORITY:

The awarding authority for the Town of Clayton is the Town Board or designee.

BULKY ITEMS:

These are items too large to fit into an approved solid waste and/or recycling container, large chairs, sofas and similar old or discarded furniture.

CONTRACTOR:

The Company or Corporation awarded the contract for Municipal Solid Waste and Recycling Services with the Town Clayton.

DISPOSAL FACILITY:

A solid waste depository including but not limited to sanitary landfills, transfer stations, waste to energy facilities and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive solid waste from the Town of Clayton for processing or final disposal (Winnebago County, Wisconsin Landfill).

SINGLE STREAM:

A method of collecting recyclables such that paper, cardboard, glass bottles and cans that are co-mingled.

ENFORCEMENT:

The process by which the Vendor assures that the terms of the Town's waste disposal program goals are met. Enforcement includes the Vendor refusing to remove improperly presented materials (one approved solid waste container and one approved recycling container is allowed per week) and leaving "SORRY" notes when containers are refused.

FORCE MAJEURE:

Extraordinary circumstances beyond the control of the parties, such as a war, riot, or act of God that would prevent either or both parties from fulfilling their liability or obligation under a contract.

HOLIDAY:

When used in connection with days of collection, shall include Saturdays and Sundays in addition to the holidays listed in Appendix I of this Contract.

HOUSEHOLD:

Households shall consist of residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton.

INCLEMENT WEATHER DELAY:

Shall be determined jointly by the Program Administrator and the Contractor and requires the holiday schedule to be implemented.

MANDATORY RECYCLING REGULATION:

The requirement that all participants in the Town's residential solid waste collection program separate recyclable material such as paper and cardboard and bottles and cans from household trash for collection.

MUNICIPAL COLLECTION PROGRAM:

The collection of solid waste and recyclable materials from Town residents, and municipal buildings.

MUNICIPAL FACILITIES:

The Municipal facilities listed in Appendix II.

MUNICIPAL SOLID WASTE (MSW):

Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids residents discard in their trash receptacles.

PRIVATE ROADS:

Areas in the Town where multiple housing units have been constructed on private ingress and egress easements.

PROGRAM ADMINISTRATOR:

The Administrator for the Solid waste and Recyclable Collection Program will be the Town Administrator or his/her designee.

RESIDENTIAL BASE:

The base number of residential units in the Town of Clayton (1,475) established from the CY 2011 Statement of Assessment, Residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton plus 26 units.

VENDOR:

A person, Partnership or Corporation capable of and/or interested in providing Municipal Solid Waste and Recycling Services for the Town of Clayton.

SECTION II**CONTRACTOR CONTACT INFORMATION**

Business Name: Veolia ES Solid Waste Midwest, LLC

Business Address: PO BOX 337
250 Alder Avenue
Omro, WI 54963

Tax ID. Number: 76-0839612

Contact Person: David Tellock

Title: General Manager

Phone: (920) 685-6666

Cell Phone: (920) 420-3583

Fax: (920) 685-6715

E-mail: David.Tellock@Veoliaes.com

SECTION III**ANNUAL CONTRACT PRICE FORM****(For year Beginning 01/01/2012 Ending 12/31/2012)**

Base Contract for 1,475 Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy. *(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 7.64	Seven dollars and sixty four cents
Unit cost for Recycling Collection:	\$ 5.09	Five dollars and nine cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 12.73	Twelve dollars and seventy three cents
Total Municipal Unit Cost per month for 1,475 Base Units:	\$ 18,776.75	Eighteen thousand seven hundred seventy six dollars and seventy five cents
Annual Municipal Cost:	\$225,321.00	Two hundred twenty five thousand three hundred twenty one dollars and no cents

*Town Board Policy. Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

Bulk items per Cubic Yard**(For year Beginning 01/01/2012 ending 12/31/2012)**

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for \$120.00 each per pull plus the cost of disposal at the Winnebago County Landfill.

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for metal recycling (non-Freon items) for \$120.00 each per pull with the metal rebate paid to the Town by the Vendor.

ANNUAL CONTRACT PRICE FORM

(For year Beginning 01/01/2013 Ending 12/31/2013)

Base Contract for 1,475 plus qualified new construction for CY 2012. Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy*(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 7.83	Seven dollars and eighty three cents
Unit cost for Recycling Collection:	\$ 5.22	Five dollars and twenty two cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 13.05	Thirteen dollars and five cents
Total Municipal Cost per month for Base + 2012 Units:	N/A	N/A
Annual Municipal Cost:	N/A	N/A

*Town Board Policy, Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

**Quarterly Bulk items and Appliances pickup costs
(For year Beginning 01/01/2013 ending 12/31/2013)**

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for \$120.00 each per pull plus the cost of disposal at the Winnebago County Landfill.

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for metal recycling (non-Freon items) for \$120.00 each per pull with the metal rebate paid to the Town by the Vendor.

ANNUAL CONTRACT PRICE FORM

(For year Beginning 01/01/2014 Ending 12/31/2014)

Base Contract for 1,475 plus qualified new construction for CY 2012 and 2013, Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy*(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 8.03	Eight dollars and three cents
Unit cost for Recycling Collection:	\$ 5.35	Five dollars and thirty five cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 13.38	Thirteen dollars and thirty eight cents
Total Municipal Cost per month for Base + 2012/13 Units:	N/A	N/A
Annual Municipal Cost:	N/A	N/A

*Town Board Policy, Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

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(For year Beginning 01/01/2014 ending 12/31/2014)**

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SECTION IV

CONTRACT TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

VENDOR:

Vendor will enter into agreement with the Town of Clayton to perform services as stated under the terms and conditions in the RFP specifications. Business owners within the Town may arrange for the collection and disposal of solid waste and recyclables on behalf of and at the sole expense of such business owner. Collection and disposal of solid waste and recyclables by business owners, at their own expense, does not alter the Vendor's rights or obligations under this contract.

ASSIGNMENT:

The Vendor may not subcontract or assign its rights and obligations under the terms of this contract except with the written consent of the Town Board.

LABOR USED IN COLLECTION OF SOLID WASTE/RECYCLABLES:

The Vendor shall employ such persons as may be needed to collect the solid waste and single stream recyclables on schedule. All such persons shall be employees of the Vendor, who shall be solely responsible for providing workers' compensation and for complying with the requirements of the State of Wisconsin and the Department of Commerce relating to the employment of such persons. The Vendor shall also be responsible for all claims and bills for wages, salaries, taxes, and supplies purchased or in any way related to the Vendor's performance of this contract.

EQUIPMENT USED IN COLLECTION OF SOLID WASTE/RECYCLABLES:

The Vendor shall provide all standard or specialized equipment necessary to collect, on schedule and in a professional, efficient and safe manner, solid waste, single stream recyclables and yard waste as well as bulk items as needed. Equipment must be safe, sanitary and maintained in such a manner as to accomplish efficient collection with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise. Equipment shall not be permitted to remain parked on Town streets when not in use.

INSURANCE:

The Vendor shall procure insurance against claims for injuries to persons or damages to property which may arise from connection to the performance of the work by the Vendor, his/her agents, representatives, employees or sub-vendors and maintain it for the duration of the contract. The cost of such insurance shall be considered included in the price of the Contracting of the work involved and no additional compensation will be allowed therefore.

A. Minimum Limits of Insurance: Vendor agrees to maintain, through the life of the contract, insurance in the following amount: 1. Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) for bodily injuries, including accidental death, to any one person, and not less than one million dollars (\$1,000,000) for each accident.

The Contract also shall provide a minimum of the following insurance coverage:

1. Property Damage Insurance with limits of not less than one million dollars (\$1,000,000) for each accident.
2. Automobile liability of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation limits as required by the State of Wisconsin.
4. Employer's liability limits of one million dollars (\$1,000,000) per accident.
5. An excess liability umbrella policy of not less than four million dollars (\$4,000,000).

B. Evidence of Insurance: Before commencement of the term of this contract, Vendor shall provide the Town with evidence of insurance consistent with the requirements specified above. The Town of Clayton shall be listed as a co-insured party. All insurance policies carried by the Vendor, required by conditions of the RFP specifications, shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever, the Town shall be notified in writing by the carrier and Vendor by mail at least thirty (30) days prior to any such cancellation.

INDEMNITY:

The Vendor shall indemnify and hold the Town, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to the work being performed by the Vendor under the terms of any contract entered into with the Town or on account of enforcing the provisions of this Contract against the Vendor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the Town in defending against any claim or in enforcing this contract.

COLLECTIONS:

Frequency and Schedule: The Vendor shall collect solid waste and single stream recyclables not less than once each week in accordance with a specific collection schedule established and maintained by the Vendor, with Town approval, designating collection area, date and approximate time of collection. Unless the Vendor gives the Town or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Vendor shall collect recyclables in each designated collection area on the same day solid waste is collected in that area. The Vendor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (See APPENDIX I), collection for that area shall be made on the business day following the regular day. The Vendor shall provide to the Town, annually, one month prior to the start of the contract year, specific notices of any exceptions or changes in the regular collection schedule due to holidays. Collections on private roads shall be at the intersection of the private road and the Public Right-Of-Way.

HOURS AND LOCATION:

Solid waste and recyclables shall be collected between the hours of 6:00 A.M. and 8:00 P.M. There shall be no collection between 8:01 P.M. and 5:59 A.M. The Vendor shall not be required

to collect any solid waste or recyclable materials, which are not placed at curb locations or other areas adjacent to the street, alley or roadway by 6:00 A.M. on the scheduled collection day.

TOWN PROPERTY CONTAINERS:

For each year of the contract the Vendor shall provide Town Hall with one (1) four-yard dumpster for recyclables and one (1) four-yard dumpster for solid waste, the Public Works Garage with one (1) four-yard dumpster for recyclables and one (1) four-yard dumpster for solid waste and the Town Parks with three (3) four-yard dumpsters for solid waste from May 1st to October 15th of each year of the contract (Sec. APPENDIX II). The containers shall be provided at no additional cost to the Town.

SOLID WASTE COLLECTION:

Vendor shall collect and haul solid waste generated by Residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton. Solid waste shall include, but not be limited by enumeration to the following: food wastes, paper, rags, sweepings, pottery ware, metallic-ware, glassware and similar discarded residential wastes, but recyclables shall be kept separated out of the solid waste stream.

RECYCLABLES SEPARATED:

Vendor shall collect mixed and disposed of recyclables (in a single stream) namely, glass containers, plastic HDE #1, PETE #2, PVC #3, LDPE#4, PP#5, PS #6, and other #7, tin and aluminum containers, cardboard, mixed paper, computer paper and newsprint from mandated containers. Town residents shall place recycling materials into mandated containers. If State Statutes or Administrative Code requires additional recyclable materials, the Vendor shall pick up those items at no additional charge.

ADDITIONS OR DELETIONS:

The Town, upon thirty (30) days notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Vendor upon the mutual agreement with the Vendor.

BULK ITEMS:

The Vendor shall be required to include in their proposal a quarterly large item pickup of furniture, appliances, carpeting/padding and similar items.

EXCLUDED SOLID WASTE:

The Vendor shall not be required to collect solid waste from any apartment building of five (5) or more units, commercial establishments or industry within the Town. The Vendor will not be required to collect hazardous materials, liquid, soil, rocks, sod, broken concrete/asphalt, remodeling/demolition materials, forest clearing, or new construction debris.

COLLECTION STANDARDS:

The Vendor shall be required to provide a tagging system for solid waste or debris that does not get collected. On the tag must be: an explanation why the solid waste or debris was not picked up; including, but not limited to, overweight items or oversized containers; improper preparation; unacceptable solid waste; and the like.

The Vendor shall submit with the proposal an example of the tagging system to be used. The Vendor shall keep records of the addresses where non-collections occurred and notify the Town of Clayton of those addresses on a monthly basis.

The current procedure for the handling of certain solid waste items is included in the specification documents. It is intended that this list will give the Vendor the parameters to prepare the proposal. It is recognized that no list can anticipate all possible circumstances arising from household solid waste. Vendor may propose concurrence, alternatives, and/or additional suggestions for this tag and the reasons therefore, which the Town of Clayton may include in its agreement with the Vendor.

The Town of Clayton and the Vendor agree to jointly establish reasonable administrative regulations as may be necessary to govern the collection of such solid waste and recyclables.

CLEANUP:

Vendor shall insure that no solid waste/recyclables are spilled during the collection and transportation process and that no solid waste/recycling containers are left scattered on the lawns, drives, boulevards, streets, alleys or roadways.

INFORMATION/COMPLAINTS:

Vendor shall staff, during normal business hours, a local telephone to provide information on collection days and times. Vendor shall receive directly, via that telephone, complaints on missed pickups, container damage, spillage, etc. The Town will publish the local number in its applicable publications. Vendor may refer general questions on the program to the Town. Vendor must submit proposed ads, leaflets, and/or other informational material that Vendor may distribute or publish to the Town Administrator for prior approval.

BILLING:

Vendor shall bill the Town on a monthly basis for pickup of solid waste and recyclables. The monthly bills from the Vendor shall separate out the cost of solid waste collection from the cost of recyclable collection.

SOLID WASTE HAULING/DISPOSAL:

Vendor shall deliver all solid waste and other wastes that are not recyclable to an appropriate facility (Winnebago County Recycling Facility).

RECYCLABLES HAULING/DISPOSAL:

Vendor shall deliver all recyclable materials to an appropriate facility.

WEIGH TICKETS:

Weigh tickets and reports shall be provided to the Town on a monthly basis.

SOLID WASTE REPORT:

Vendor shall furnish the Town, on a monthly basis, reports with a calculated tonnage of solid waste collected each week within the Town under this contract. Available documentation, such

as weigh scale tickets for full loads and estimated slips if partial loads, shall be included in the report.

RECYCLABLE MONTHLY REPORT:

Vendor shall furnish the Town with monthly reports showing monthly recycling collection tonnage for plastic, tin, aluminum, glass, cardboard and paper.

TIPPING FEES:

All tipping fees shall be the responsibility of the Vendor.

COLLECTION BASE:

The Vendor shall contact the Town Treasurer before December 15th of each Contract Year through 2014, to amend the total number of single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less and Manufactured Housing units that Vendor will be compensated for. The Base number of units (1,475) shall be adjusted on January 1st, of each calendar. The adjustment shall consist of the Base number of units plus the number of Home Occupancy Permits issued during the Contract Year.

RATE OF COMPENSATION:

Vendor shall be compensated based on a fixed number of residential stops from which solid waste and single stream recyclable wastes are picked up.

FUEL SURCHARGES:

The Vendor shall not be permitted to charge the Town a fuel surcharge based on anticipated and/or unanticipated increases in the cost fuel.

PROCEEDS:

The proceeds from the sale of all recyclables collected within the Town under the terms of the agreement between the Town and Vendor shall belong to the Town.

ADJUSTMENTS:

In the event that any statute, ordinance or administrative rule is enacted which requires collection or disposal of solid waste/recyclables in a manner different from that required or described by the agreement between the Town and the Vendor, the parties may agree to adjust compensation, except that such adjustments shall be limited to those additional expenses related to compliance with new laws.

FREQUENCY OF COMPENSATION:

The Town shall compensate Vendor monthly, within 30 days of receipt of Vendor's monthly billing statements, for service rendered in accordance with the Town's and the Vendor's agreement. Vendor may only bill for services rendered.

TERM:

The term of this agreement between the Town and Vendor shall be a three (3) year contract, beginning on January 1, 2012, and ending on December 31, 2014. By agreement of both parties, the Contract may be extended for 1-year (CY 2015) at the CY 2014 contract rates and with the specified adjustment to the base number collected.

EARLY TERMINATION FOR UNSATISFACTORY SERVICE:

The Town may terminate the Contract for unsatisfactory service upon sixty (120) days written notice. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, delivery of recyclables to landfills, and failure to provide a regular and accurate accounting for the disposal of solid waste/recyclables or similar deviations from the requirements.

CORRECTION OF DEFAULT:

Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.

COMPLIANCE WITH LAWFUL AUTHORITY:

Vendor shall comply with all applicable federal, state and local statutes, ordinances and administrative rules. Vehicles operated by Vendor shall be driven in a safe and lawful manner.

Notice: Any notice required herein shall be sent by regular mail as follows:

Town Administrator
C/O Town of Clayton
8358 CTY Road "T"
P.O. Box 13
Larsen, WI 54947-0013

GRATUITIES AND KICKBACKS:

It shall be unethical for any person to offer, give or agree to give to any elected official, employee or former employee or for any elected official, employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any Town proceedings or application, request for ruling determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

Signature Page

For the Town of Clayton

Mark E. Luebke
Mark E. Luebke, Town Chair

11-4-11
Date

Attest: Susan Nester Huebner
Susan Nester/Huebner, Town Clerk

For the Vendor

Veolia ES Solid Waste Midwest, LLC

By: David L. Tellock

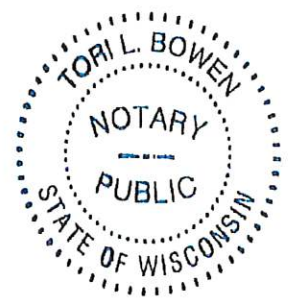
11-29-11
Date

Title: General Manager

State of Wisconsin)
County of Winnebago) SS

Personally came before me this 29 Day of November, 2011, the above named David L. Tellock to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Tori L. Bowen
Notary Public, State of Wisconsin
My commission expires: 12/07/2014



APPENDIX I

CONTRACT HOLIDAYS

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

APPENDIX II

MUNICIPAL FACILITIES

1. Town Hall
2. Public Works Garage
3. Trail Head Park
4. Clayton Park

FIRST AMENDMENT TO THE SOLID WASTE AND RECYCLING CONTRACT
BETWEEN
TOWN OF CLAYTON
AND
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC
(f/k/a VEOLIA ES SOLID WASTE MIDWEST, LLC)

THIS FIRST AMENDMENT, made this 20 day of August, 2014, to the Solid Waste and Recycling Contract dated October 5, 2011 (the "Contract") by and between the Town of Clayton, a Wisconsin municipality (the "Town") and Advanced Disposal Services Solid Waste Midwest, LLC (f/k/a Veolia ES Solid Waste Midwest, LLC) a Wisconsin limited liability company (the "Contractor").

WHEREAS, the Town and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Contract shall be extended for a period of five (5) additional years commencing on January 1, 2015 and ending on December 31, 2019 (the "Renewal Term").

2. Services and Rates. During the Renewal Term, Contractor shall provide the level and type of services as it provided under the Contract during the period January 1, 2014 to December 31, 2014. The rates charged by Contractor during the period of January 1, 2015 to December 31, 2015 shall be the same rates as in effect as of December 31, 2014, subject to Adjustments from time to time as set forth in the Contract. Commencing on January 1, 2016 and every January 1st thereafter during the Renewal Term, the rates shall further be adjusted by 2.5%.

3. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.

4. Cooperation Among the Parties. Whenever consent, action or inaction is required, such

consent, action or inaction will not be unreasonably withheld by either party.

5. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

6. Entirety. This Amendment is hereby incorporated into the Contract together therewith and any Exhibits attached hereto contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

TOWN OF CLAYTON

ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC

BY Richard [Signature]
ITS Town Administration

BY David P. [Signature]
Its General Manager

SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLING CONTRACT
BETWEEN TOWN OF CLAYTON AND
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

THIS SECOND AMENDMENT, made this 17th day of October, 2019, to the Solid Waste and Recycling Contract dated October 5, 2011 (the "Contract") by and between the Town of Clayton, a Wisconsin municipality (the "Town") and Advanced Disposal Services Solid Waste Midwest, LLC (f/k/a Veolia ES Solid Waste Midwest, LLC) a Wisconsin limited liability company (the "Contractor").

WHEREAS, the Town and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Contract shall be extended for a period of five (5) additional years commencing on January 1, 2020 and ending on December 31, 2024 (the "Renewal Term"). The Term of the Contract shall not be automatically renewed thereafter.

2. Services and Rates. During the Renewal Term, Contractor shall charge the rates set forth below:

- January 1, 2020 – December 31, 2020: \$15.11 per home per month
- January 1, 2021 – December 31, 2021: \$15.11 per home per month
- On January 1, 2022 and each January 1 thereafter during the Term the rates shall be increased by the percentage increase in the Midwest Urban Consumer Price Index (CPI) - at a rate not to exceed 2.5% annually

3. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.

4. Cooperation Among the Parties. Whenever consent, action or inaction is required, such consent, action or inaction will not be unreasonably withheld by either party.

5. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

6. Entirety. This Amendment is hereby incorporated into the Contract together therewith and any Exhibits attached hereto contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

TOWN OF CLAYTON

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

BY Richard Robinson
ITS TOWN ADMINISTRATOR

BY [Signature]
Its VICE PRESIDENT