

SPECIAL TOWN BOARD MEETING
TOWN OF ONEIDA, OUTAGAMIE COUNTY
SEPTEMBER 16, 2024

The meeting was called to order at 10:00 A.M. by Scott Schaumberg

Present were: Scott Schaumberg, Al Krause, Terry Hock, Kelly Hill, Justin Montani and Jim Leszczynski.

Scott Schaumberg led in Pledge of Allegiance

Lakeshore Recycling Service- Scott Schaumberg opened discussion regarding the Town of Oneida Sanitary Contract and Outagamie County Landfill/Recycling rate increase notice. Town of Oneida and LRS currently are contacted with a maximum of 5% increase per year. Outagamie County 2025 Projected Rate for 2025 is an 11% rate increase. According to Town Sanitation Agreement 12. (2) *Changes in landfill/disposal or governmental regulations substantially affects solid waste collections. The contract rate will be modified to pass through all such costs to Onieda by giving thirty (30) days written notice to Oneida. The revised rate will automatically take effect unless Oneida notifies Contractor prior to the effective date of the revised rate of Oneida's intent to exercise its option to reject the contracted rate.* LRS representatives state the increase would follow the County's increase date which is January 1,2025. Tax bills would reflect the new rate for 2025. LRS will send notice with new rate of 15% increase. Scott Schaumberg state he like LRS on the cleanness of the trucks and would like to continue the contract with LRS. Terry Hock stated the pickups are like clockwork which is a benefit. Sanitation Contract is in effect from June 1,2020 - March 31,2027. Town of Oneida express interest in renewing contract in the future.

Included documents;

Outagamie County Recycling and Solid Waste Operations 2025 Projected Rates.
Town of Oneida Sanitation Contract

Al Krause made a motion to adjourn at 10:22A.M. Scott Schaumberg second motion.
Motion carried.

Respectfully Submitted and Published by,

Kelly Hill, Clerk/Treasurer



May 1, 2024

Outagamie County Landfill/Recycling Operations 2025 Projected Rates

As the Outagamie County Recycling and Solid Waste Department begins to address the 2025 operations budget we will continue to strive to provide efficient and reliable means for disposal of solid waste, and recycling services.

Outagamie County serves as the Responsible Unit of Government designation by the WDNR thus each municipality holds a Municipal Scope of Services Agreement with Outagamie County.

The RU rate, which includes the curbside recycling collection fee is applied equally to all 32 municipalities within Outagamie County. Under this rate, all waste collected within the 32 municipalities is required to be delivered to the Outagamie County Landfill per the Municipal Scope of Services Agreement. It's important to note that all municipalities when entering into new waste collection contracts with private haulers must insure that it is clearly identified that waste collected must be delivered to Outagamie County Landfill (as outlined in the Scope of Services).

The projected (RU) Responsible Unit Municipal Solid Waste and Recycling Rate for 2025 will increase by \$6.00 per ton. The total (RU) Responsible Unit Municipal Solid Waste and Recycling Rate for 2025 will be \$60.00 per ton pending budget approval.

Several responsibilities were given to the RU to manage our counties recycling program, which includes:

1. Create a local ordinance supporting the State landfill bans.
2. Provide a public education and information program about how to recycle materials, reduce waste and reuse materials.
3. Create a method for collecting, processing and marketing of recyclables from all single-family duplex, tri-plex and four-unit residences.
4. Implement a compliance assurance plan to improve compliance with the local ordinance.
5. Monitor recycling services with commercial businesses and industrial facilities ensuring that recycling is provided; and working with the DNR to issue warnings and citations.
6. Submit an annual program report to DNR that contains specified information and describes how the local program meets state requirements.
7. Annually apply to DNR Recycling Responsible Unit Grant, track spending and tonnages of recyclable and landfill banned items, and administer funds.

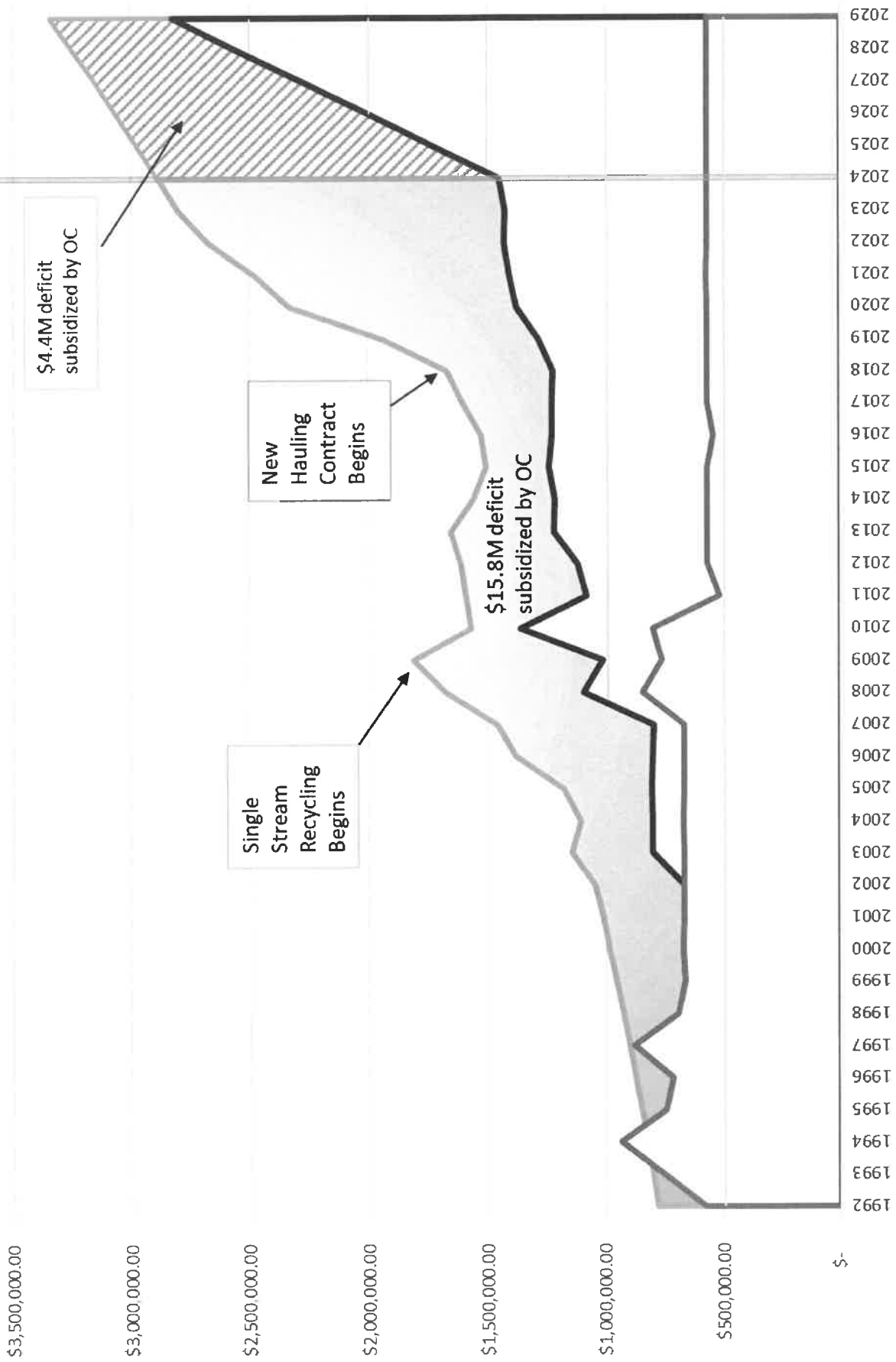
A major component managed on behalf of the municipalities is the curbside collection program, currently contracted to Lakeshore Recycling Services (LRS). This competitively bid contract has provided the best value for the residents of Outagamie County. This service is intended to be funded by two sources:

1. RU grant, applied for, managed and acquired by OCRSWD.
2. RU Municipal Solid Waste and Recycling Fee applied to MSW tonnage from each municipality.

With rapid growth in the county and higher than normal CPI indices the past few years, the current revenue streams are not keeping pace with expenses associated with the curbside collection service. See attached Figure.

Since 1992, OCRSWD has subsidized approximately \$15.8 million for this municipal obligation. At current rates, it is projected to run a deficit of \$1.4M+ in 2024. Unfortunately, this amount is not sustainable. Annually, the Recycling Responsible Unit Grant received is \$570,000 and that state program has been capped with no additional funds available. 100% of this grant goes towards the collection contract providing a half million dollar benefit to the municipalities only possible through the RU status of the County. The recycling fee portion of the municipal rate has over time, fallen behind sustainable levels, therefore **the recycling portion of the RU rate will increase by \$5 annually for 2025-29** to get back to a more sustainable cost structure and adhere to the scope of services agreement.

RU Municipal Curbside Collection Contract Funding



Hauling Cost
 Revenue (Grant Funds + Municipal Recycling fee)
 RU grants



Town of Oneida

Sanitation Contract

June 01, 2020 – MARCH 31, 2027

Sanitation Agreement

- b. Where Oneida is notified by an owner or occupant that refuse has not been removed from a premise as the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Contractor. Oneida shall investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by the notice as described herein, Contractor shall collect the same with twenty-four (24) working hours after a collections order is issued by Oneida.
8. **COMPLAINT HANDLING BY CONTRACTOR:** Contractor shall, at its own expense, provide a manned telephone answering service from 8:00 a.m. until 5:00 p.m. central standard time, daily Monday through Friday, excluding such holidays as may be approved by Oneida, for the purposes of handling complaints and other calls regarding refuse collection services provided by Contractor. Holidays to be taken are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If collections fall on one of the aforesaid holidays, or inclement weather days, Contractor will collect the refuse on the day after the holiday or when weather allows so that residential customers, specifically, are not left without a refuse pickup for over one week.
9. **MANDATORY SERVICE:** It is understood that the Town of Oneida will put in place an ordinance that mandates solid waste refuse collection services as prescribed therein under terms, conditions and special provisions as contained therein for those accounts that are listed on the tax roll in the incorporated town boundaries. Contractor agrees to provide a 95-gallon refuse cart for curbside 1x weekly refuse service to farms that are located in the incorporated Town of Oneida or property lines that are contiguous to the Towns border at the same rate as the residential pricing.
10. **BILLING PAYMENTS:**
Contractor Billing: Contractor shall bill each resident on a quarterly basis in advance. Resident will have 30 days from the invoice date to pay in full. Failure to pay timely could result in deactivation fees, reactivation fees, as well as, additional costs for collections or court costs. Resident bills will be prorated to their start date. The contracted billing fee will be removed when the Town of Oneida successfully places the solid waste collections fees on the tax roll and Orion will bill the Town of Oneida directly.
Town Billing: If the Town elects to place the mandatory refuse/trash collections services on the Outagamie County tax rolls. The Contractor will bill the Town in advance on a monthly or quarterly interval for the refuse/trash collections. Payment will be due within 30 days after invoice date.
11. **RATE CHARGES:** Contractor shall receive, in consideration of the performance of this agreement, the following fees for residential services under the rates described below;

14. **MANDATORY SERVICE:** It is understood that the Town of Oneida will put in place an ordinance that mandates solid waste refuse collection services as prescribed therein under the terms, conditions and special provisions as contained therein for those accounts that are listed on the tax roll in the incorporated town boundaries.
15. **INDEMNIFICATION INSURANCE:** Contractor assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agree to hold Oneida harmless from all claims, demands, suits, judgments, costs or expenses arising from an such loss or injury, unless such injury or loss is caused by the actionable negligence of Oneida or its employees. Contractor agrees to carry Insurance as follows:
- a. Workman's compensation insurance covering all employees of Contractor's engaged in any operations covered by this agreement to the extent by the laws of the State of Wisconsin.
 - b. Automobile and public liability Insurance-\$1,000,000 by personal injuries to any one person and \$1,000,000 for personal injuries arising out of any one accident, casualty or event; and property damage insurance in the amount of \$1,000,000.
 - c. General Liability insurance in the amount of \$2,000,000, and
 - d. Contractor shall furnish a Certificate of Insurance issued by companies authorized to conduct Insurance business in the State of Wisconsin and naming Oneida as an additional insured and shall name Oneida in the same general terms and the same general effect as the foregoing Contractor requirements. Such policies shall indemnify and hold harmless Oneida, and certificates evidencing such insurance contracts shall be deposited with Oneida.
16. **NON-COMPLIANCE PENALTIES:** In the event either party shall fail to perform any of the terms, conditions or covenants of this agreement, the non-defaulting party shall notify the other party in writing of the fact of such default and if the event or conditions is not corrected or otherwise made to comply with the terms of this agreement within a period of time which is reasonable in relation to the nature of the event of non-compliance, but in no case more than (30) days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within (30) days then the non-breaching party may terminate this contract, or may pursue all available remedies, at law or in equity effective immediately.
17. **REVOCAION, TERMINATION FOR CAUSE:** In addition to the specific right to terminate mentioned herein, if at any time Contractor shall file a petition in bankruptcy or petition to take advantage of any insolvency act; shall make an assignment for the benefit of creditors; or shall commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or to the whole or any substantial part of its properties, then Oneida may, after a hearing null and void as of the date of said determination by Oneida. The hearing prerequisites to such revocation shall not be held until notice of such hearing has been given to Contractor at the address shown herein, and a period of at least (30) working days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the

23. **AGREEMENT:** The parties agree that this contract may not be assigned by Contractor in whole or in part without prior written approval of Oneida. However, Contractor may assign or subcontract this agreement to:

- a. Any corporation or entity which owns at least fifty-one percent (51%) of Contractor
- b. Any corporation or entity of which Contractor owns at least fifty-one percent (51%); or
- c. Any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Contractor.

Dated this 8TH day of MAY, 2020

Contractor: ~~ORION WASTE SOLUTIONS~~

By: 

Print name: Dean Kattler

Title: CEO

MUNICIPALITY:

Town of Oneida

By: 

Title: Town Chairperson

Print name: Scott Schaumberg

Attest:

Date: MAY 8, 2020

Municipality Clerk:

By: 

- a. Any liquid waste
- b. Building demo materials (lumber, metal, shingles, siding, etc.)
- c. Yard waste
- d. Asbestos, in any form
- e. Tires (these can be picked up on large item day)
- f. Used motor oil
- g. Hazardous or toxic waste
- h. Chemicals
- i. Explosive, liquids
- j. Flammable liquids
- k. Paint
- l. Trees and stumps
- m. Construction debris
- n. Carcasses
- o. Medical wastes (unless personal needles which shall be properly contained in sharps container)

Contractor reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change for non-acceptable waste.

- g) Clean up of spillage caused by Contractor's operation
- h) Disposal at state approved disposal site of all materials collected.

This service shall be exclusive between the Town of Oneida tax roll residents and the Contractor regarding residential services.

PRICING SCHEDULE

GARBAGE COLLECTION RATES

In accordance with the terms and conditions set forth in the Contract Documents are the rates hereinafter set fourth if the Town elects to purchase the Recycle cart

- **BASE RATE (RESIDENTIAL):** *(if the City mandates services and will purchase carts)*

Once per week curb side solid waste collection	95-gallon cart	\$ <u>9.98</u> *
Monthly Billing Fee <i>(removed if placed on tax roll)</i>		\$ <u>.87</u>
TOTAL MONTHLY CHARGE		\$ <u>10.85</u> *

**(base rate includes the cart lease and maintenance of 1 (one) 95-gallon cart for trash for the term of this contract and extensions) (rate does not include any applicable fees or taxes)*

- **ADDITIONAL TRASH CART CHARGE:** *(requires 6 month commitment)* \$ 8.68

- **CART MAINTENANCE CHARGES:** *(damages/loss as result of resident)*

WHEELS OR AXLE REPAIRS	\$ <u>65.00</u>
LID REPLACEMENT	\$ <u>65.00</u>
TOTAL CART REPLACEMENT	\$ <u>100.00</u>

- **Large household items will be collected once a month at the expense of the resident.**

Furniture items	\$ <u>25.00</u>
Television regardless of size	\$ <u>25.00</u>
Non-Freon appliances	\$ <u>25.00</u>
Freon containing appliances	\$ <u>25.00</u>
Carpet per room	\$ <u>25.00</u>
Tires each	\$ <u>10.00</u>
Large item pick-up service charge	\$ <u>10.00</u>

Example: Resident has one couch to be picked up. The charge would be \$10.00 min charge pick-up plus \$25.00 for couch plus applicable taxes and fees=total \$35.00

Special pricing for multiple items at one residence. Resident must call Contractor to schedule a pickup and for further pricing. Example: