

MINUTES OF THE HULL BOARD MEETING,
COUNTY OF PORTAGE, WI, HELD ON
MONDAY- DECEMBER 11, 2017

01) Call to order by Chairperson John Holdridge at 5:30 p.m. at the Hull Municipal Building, 4550 Wojcik Memorial Dr., Stevens Point, WI 54482.

Present: Chair Holdridge, Supervisors David Pederson, Dave Wilz, Jan Way and Rick Stautz.

Others present: Clerk Janet Wolle, Treasurer Jim Kruziki, Road Foreman Pete Kaminski, Fire Chief Ken Sadogierski, Assistant Fire Chief/EMS Administrator Mark Fritsche.

02) Pledge of Allegiance

03) Minutes of the October 25 and November 13, 2017 board meetings

Motion Supervisor Pederson, second Supervisor Way, **approve the minutes of the October 25, 2017 board meeting.** Motion carried by voice vote.

Motion Supervisor Way, second Supervisor Stautz, **approve the minutes of the November 13, 2017 board meeting.** Motion carried by voice vote.

04) Approval of vouchers

Motion Supervisor Pederson, second Supervisor Stautz, **approve for payment the vouchers presented.** Motion carried by voice vote. Attachment A

05) Public Comments. Agenda items are for discussion with possible action. Non-agenda items may be raised under Opinions of Interest (Item 6 below)

Ed Szachnit is present for Pok-A-Snoz. Ed has a meeting at 6 p.m. and requests Pok-a-Snoz be moved to follow agenda item 6 – Opinions of Interest.

Heidi O'Brien is present for item 16 Election Day site planning. As she needs to leave this evening by 6:45 p.m., I respectfully request agenda item 16 be moved up to follow agenda item 8 Harter's Fox Valley Disposal.

Heidi – This was a good election cycle. It ran very smoothly. Do not feel there is a need for another commission.

06) Opinions of Interest – citizens, Hull citizens, Hull staff, Hull elected officials or appointed officials

Holdridge:

- Tax bills are out
- Two town board supervisor positions will be on the 2018 Spring Election
- Don Butkowski not running for Portage County Board

- December 21 – North Second Dr small committee met
- Badger Ave & Highway 10 E – Very concerned – need to talk with representatives
- Met with representative of the Community Foundation
- Portage County Water Committee minutes excellent comments re: monitoring wells by Jenn McNelly
- Broadband internet expansion information continuing
- Talked with Dan Kontos of the PC Sheriff's Department re: black truck that took out mailboxes – he will look in to

Way:

- PC Gazette article re: Stanley Street and put in round about (meeting Wednesday at Pacelli)

Wolle: As per my memo to the board dated December 8, 2017 I request the board place Travel Reimbursement Policy on the agenda of the December 27th board meeting to enable eligible 2017 mileage payment to staff and elected officials on December 27th.

07) Pok-A-Snoz Snowmobile Club trail in Hull 2017-18 winter season – Leroy Pukrop

Motion Supervisor Pederson, second Supervisor Stautz, **move Pok-a-Snoz from agenda item 10 to item 7.** Motion carried by voice vote.

- 1) Prairie Dr. east to west to cross North Star Dr.
- 2) Hay Meadow Lane $\frac{3}{4}$ mile
- 3) North Reserve Dr. just south of Hay Meadow bridge to just north of Hay Meadow bridge
- 4) Evergreen Dr. running east and west. Trail comes out of Bill Schultz property going west to corner of Ed Pozniak property
- 5) Willow Springs from pipeline running north across Jordan Rd going north $\frac{1}{4}$ mile to Pok-A-Snoz trail

Motion Supervisor Pederson, second Supervisor Stautz, **accept the plan of Pok-A-Snoz Snowmobile Club trail in Hull for the 2017-18 winter season.** Motion carried by voice vote.

08) Appearance of Bob Gifford, Portage County District 10 Supervisor

- Retired from industrial machine work
- Concerned about water quality and loss of local control
- On Health & Human Services Committee
- County Nursing Home in front of County Board. No one spoke in favor of turning it over to private company
- Extra ambulance for Plover with 1 EMT Paramedic. Stevens Point ambulances run with 2 Paramedics and 1 EMT.
- People do not have idea what the county board does or is

Wilz – opposing view from city, county and Village of Plover re: ambulance. Need to keep an open mind.

Way – Hull getting best ambulance service with closeness to city

Holdridge – need to get county supervisors to carry ball on issues Hull has i.e. 527 Maple Bluff Road.

Motion Supervisor Pederson, second Supervisor Stautz, **move agenda items 15 & 16 to item 9 & 10.** Motion carried.

09) Appointment of Election Board for the 2018-2019 Election Cycle

As required by Wisconsin State Statute, lists have been received from the Democratic and Republican Parties.

Motion Supervisor Stautz, second Supervisor Way, **appoint the following election inspectors for the 2018-2019 election cycle: Trudy Pederson, Tim Zimmerman, Frank Sniadajewski, Cathy Zywicki, Karen Hannon, Tim Hannon and Lorraine Bretl (Democratic Party); Diane Beversdorf, Terry Hackett, Heidi O'Brien, Lorna Szachnit, Susan Vandre, Nancy Wolle and Dawn Zimbauer (Republican Party).** Motion carried by voice vote.

10) Election Day Site Planning

Holdridge – Make good decisions when not in crises mode. Need two (2) plans (low voter/large turnout).

Heidi O'Brien – as chief inspector I think that is a waste of time. This was planned out and executed. We have a system in place.

Jan Way and Rick Stautz will meet re: the plan. Heidi happy to be part of work with them.

Motion Supervisor Pederson, second Supervisor Way, **retrieve the election committee minutes, review and present as a plan.** Motion carried.

11) Harter's Fox Valley Disposal extension of 5 year contract for curbside collection of refuse/recycle beginning January 1, 2018

Present Andy Gayhart of Harter's.

Barb Brilowski, Jan Way and John Holdridge had three (3) meetings regarding the contract with Harter's prior to presenting to the board.

Term of contract – 5 years beginning January 1, 2018 with termination December 31, 2022.

Andy Gayhart to get the index from the last 5 years to Barb.
The dumpsters Harter's provides has a 10 year warranty. Cost of extra carts is the responsibility of the homeowner.

Exhibit A – Enforce start time NO earlier than 5 a.m.

Exhibit B (f) added to contract **Cancellation of Refuse/Recycling pickup**

Andy Gayhart – cannot just cancel service in one (1) town. He has to make a company-wide decision. Andy has to make the decision. If individual roads need to be closed, close with barricades

Exhibit C – Request arm of truck is extended in the winter (prevent snow plows from hitting refuse/recycling carts).

- Andy – driver has agreed to assist Hull.

Motion Supervisor Wilz, second Supervisor Pederson, **approve the Harter's Fox Valley Disposal extension of 5 year contract for curbside collection of refuse/recycle beginning January 1, 2018.** Motion carried by voice vote.

The Refuse and Recycling Contract in its entirety is Attachment B of the minutes.

- 12) Building inspector 5 year contract extension with Mr. Phil Deffenbaugh beginning January 1, 2018

Holdridge – contract not yet complete

Motion Supervisor Stautz, second Supervisor Pederson, **table action on the contract extension with Building Inspector Phil Deffenbaugh until the December 27, 2017 board meeting.** Motion carried by voice vote.

- 13) Portage County Municipalities Hull feedback Groundwater Programming Questionnaire

Patty Amman shared with the Hull Board and Water Committee information provided by Jen McNally on November 28. Portage county has set aside \$5,000 a year to continue county water testing.

- 14) Town of Hull official 2018 Calendar of Events

Motion Supervisor Wilz, second Supervisor Pederson, **accept the official 2018 calendar for the Town of Hull.** Motion carried by voice vote.

- 15) 2018 Labor Agreement between Hull and Hull Employees' Union, General Teamsters Local 662 beginning January 1, 2018 – one year agreement

Motion Supervisor Pederson, second Supervisor Stautz, **approve the 2018 Labor Agreement between Hull and Hull Employees' Union, General Teamsters Local 662 beginning January 1, 2018 – one year agreement..** Motion carried by voice vote.

- 16) 2018 wages/salary for union and non-union positions

Motion Supervisor Pederson, second Supervisor Way, **approve wage increase of 1.84% as per the CPI-U beginning January 1, 2018 for all union and non-union staff, (roads – full and part-time; office staff; janitor; Fire Department; EMS; election inspectors; elected clerk and treasurer).** Motion carried by voice vote.

17) Christmas gifts for Hull employees and staff

Motion Supervisor Way, second Supervisor Stautz, **give \$25 Portage County Christmas gift certification to the following: Barb Brilowski, Patty Fritsche, Patty Amman, Pete Kaminski, Nick Kaminski, Joe Wierzba, Bill Omernik, Grant Larson, Anita Garski and Ken Johnson.** Motion carried by voice vote.

18) Adopt-A-Road policy revision

Holdridge – Get people who are civically involved

Wilz – Item 9 of the Adopt-A-Road policy states should be through roads and not dead-end roads. Dead-end roads can snake in quite away.

Holdridge – Look at management of road crews' time with Adopt-A-Road. Make sure people have signs, gloves, etc.

Motion Supervisor Pederson, second Supervisor Wilz, **approve the Adopt-A-Road policy and revise as needed.** Motion carried by voice vote.

Policy – Attachment C

19) Ordinance - Treasurer of the Town of Hull is exempted from providing a bond as specified in s. 70.65(2), Wis. Stats. regarding payment of taxes to the Portage County Treasurer

Motion Supervisor Wilz, second Supervisor Pederson, **adopt the ordinance exempting the Town of Hull Treasurer from providing a bond as per 70.65(2) Wis. Stats. to the Portage County Treasurer. Should the treasurer not make payment of taxes to the Portage County Treasurer, the Town of Hull is obligated to pay the taxes.** Motion carried by voice vote.

Ordinance - Attachment D

20) Operator's (bartender's) license application for Jessica Cull

Motion Supervisor Wilz, second Supervisor Pederson, **grant, as per recommendation of Clerk Wolle, an operator's license to Jessica Cull.** Motion carried by voice vote.

Addenda – Work hour adjustment for Hull Town Secretary/Deputy Town Clerk

Wilz – Hours were brought up when working on the Personnel policies

Motion Supervisor Pederson, second Supervisor Wilz, **approve the work hours of 7:30 a.m. to 3:30 p.m. for the Town Secretary/Deputy Town Clerk (change from 7:30 a.m. to 4:00 p.m.).** Motion carried by voice vote.

21) Motion Supervisor Pederson, second Supervisor Way, **revisit item 17 re gift certificates.** Motion carried.

Wilz - Hull has not given Fire Department leadership gift certificates.

Motion Chair Holdridge, second Supervisor Way, **to give Christmas gift certificates to Ken Sadiogerski and Mark Fritsche.** Motion carried by voice vote.

22)Adjournment: Motion Supervisor Pederson, second Supervisor Wilz, **adjourn the meeting.** Motion carried by voice vote. Meeting adjourned at 8:10 p.m.

Janet Wolle, Clerk

Attachment A

Vendor	Amount	Purpose	Credit Card
Anderson/O'Brien	\$357.00	Legal - 527 Maple Bluff Rd FD-Eqp Repair&Maint-Mini Blub-Long	
Advance Auto Parts	\$4.74	Life	
AT&T	\$177.92	Gen. Bldgs - Telephone	
	\$130.13	FD - Telephone	
Axley Brynelson, LLP	\$1,551.66	Legal - Well #11 Settlement	
Deluxe	\$1,181.68	Gen. Adm. - Supplies - 2,500 checks	X
Dolce Digital Imaging & Printing	\$47.00	FD-Printing-Business cards for Fire Chief	
Dolce Digital Imaging & Printing	\$968.00	Gen.Adm-Printing- Dog lic ltr, garbage/ recycling & garbage recycling info,	
	\$32.00	Folding of tax statements	
FABCO Eqp Inc	\$827.60	FD-Repair&Maint/Parts&Eqp Catloader -cutting edge, end edge,bolt nut	X
Fleet Farm	\$47.86	Gen. Bldg.-Unclassified Christmas décor	X
Fleet Farm	\$79.90	Gen. Bldg - Supplies - Furnace Filters RD - Parts & Eqp Spray Adhesive, Pwr	X
	\$27.90	Grb, Duct tape, Swivel wrench	
Fleet Farm	\$48.66	RD - Parts & Eqp - shop towels, game scale, spray bottle, chef dispenser (oil bottle) spray	X
	\$50.55	RD Material&Maint - Mitten, gloves	
	\$5.25	Gen. Bldg - Supplies - Lysol	
Fleet Farm	\$63.12	RD-Materials & Maint - Pothole Patch	X
Franks' Hardware Co Inc	\$737.32	Public Health - Monitoring Wells 1/4 Drv coupling, 1/4" x 48" ss well	X

		point,	
		1/4'x120" USA Glv pipe	
Frank's Hardware Co Inc	\$106.58	Public Health - Monitoring Wells	
		Lock, cotton twine, hvy strp he	
		3-1/4 dbl hasp, drive coupling, fasteners,	
		24" aluminum pipe wrench	
Gary's Service Center	\$25.65	RD -Parts&Eqp-V Plow Pad for Boss Plow	
		Pickup Truck	
Harter's Fox Valley Disposal	\$11,772.93	Sanitation - Refuse pickup	
	\$4,552.20	Recycle pickup	
Heartland America	\$52.97	Gen. Adm. - Eqp (2 tape recorders)	X
Humphrey Service Parts, Inc	\$55.22	RD-Parts&Eqp for grader-air filter, dual	X
		foot gauge with grip	
Integral Building Systems, Inc	\$47.50	Gen. Bldg - Telephone Maintenance	
La Crosse Premium Water	\$12.00	Gen. Building - Contract supply - Water	
La Crosse Premium Water	\$6.00	Gen. Building - Contract supply - Water	
MMG Employer Solution St.			
Pt.	\$61.00	FD - Medical Related Screening	
Portage County Bank	\$250.00	Fin. Adm-Unclassified-loan renewal doc fees	
PC Finance/Solid Waste	\$6,878.34	Sanitation - Transfer Station Charge	
PC Finance/Solid Waste	\$26.75	Sanitation - Transfer Station Charge	
		107 oil filters at .25 each	
Roland Machinery Co	\$107.41	RD - Parts & Eqp - Komatsu grader parts	X
		dipstick	
Stevens Point City Times	\$50.00	RD - Wood Bid	
and BG	\$45.00	Gen. Adm. - Spring Election notice	
U.S. Cellular	\$143.01	FD - Cell Phones	
	\$52.86	EMS - Cell Phone	
	\$211.44	RD - Cell Phones	
Wisconsin Public Service	\$537.04	RD - Street Lighting	X
Fritsche, Mark	\$190.88	2017 EMS Gratuity	
Kluck, Kelly	\$5,677.22	2017 EMS Gratuity	
Donahoe, Shawn	\$1,266.75	2017 EMS Gratuity	
Sadogierski, Kyle	\$2,359.96	2017 EMS Gratuity	
Butt, Erik	\$190.88	2017 EMS Gratuity	
Schroeder, Ashley	\$277.64	2017 EMS Gratuity	
		2017 Gratuity-Park Commission	
O'Keefe, Mike	\$50.00	Member	
		2017 Gratuity-Park Commission	
Stoltz, Maurice	\$50.00	Member	
		2017 Gratuity-Park Commission	
Hittner, Katrina	\$50.00	Member	
		2017 Gratuity-Park Commission	
Coey, Carmen	\$50.00	Member	
		2017 Gratuity-Park Commission	
Mendyke, Jim	\$50.00	Member	
Hick, Brian	\$50.00	2017 Gratuity-Park Commission	

		Member
Sadogierski, Ken	\$3,952.36	2017 Payment to FD Personnel
Kluck, Kelly	\$3,752.48	2017 Payment to FD Personnel
Kubowski, Andy	\$3,067.68	2017 Payment to FD Personnel
Wereley, Brian	\$2,733.28	2017 Payment to FD Personnel
Kluck, Mark	\$2,506.99	2017 Payment to FD Personnel
Seeliger, Paul	\$2,503.51	2017 Payment to FD Personnel
Schneeberg, Matt	\$2,499.86	2017 Payment to FD Personnel
Fritsche, Mark	\$2,394.88	2017 Payment to FD Personnel
Sadogierski, Kyle	\$2,297.55	2017 Payment to FD Personnel
Proulx, Nick	\$2,238.45	2017 Payment to FD Personnel
Zalewski, Derek	\$2,138.52	2017 Payment to FD Personnel
Proulx, Jeremy	\$1,925.60	2017 Payment to FD Personnel
Fowler, Scott	\$1,624.22	2017 Payment to FD Personnel
Eggers, Ryan	\$1,511.60	2017 Payment to FD Personnel
Donahoe, Shawn	\$1,415.65	2017 Payment to FD Personnel
Fowlkes, Eric	\$960.28	2017 Payment to FD Personnel
Spurlin, Randy	\$821.76	2017 Payment to FD Personnel
Schroeder, Ashley	\$727.21	2017 Payment to FD Personnel
Elsinger, Jack	\$481.10	2017 Payment to FD Personnel
Butt, Erik	\$467.89	2017 Payment to FD Personnel
Der Manuelian, Matt	\$434.52	2017 Payment to FD Personnel
Burant, Brett	\$379.59	2017 Payment to FD Personnel
Lowe, Chris	\$375.25	2017 Payment to FD Personnel
Marcell, Logan	\$286.78	2017 Payment to FD Personnel

\$83,092.53

Approved by the Hull Town Board
Monday December 11, 2017

Janet Wolle, Clerk

Attachment B

1/1/2018

TOWN OF HULL **REFUSE AND RECYCLING CONTRACT**

The Town of Hull, in Portage County, Wisconsin, hereinafter called "Hull," acting and through its duly authorized agent, and Harter's Fox Valley Disposal, LLC, duly organized under the laws of the State of Wisconsin, hereinafter called "Harter's," do hereby covenant and agree as follows:

1) **GRANT:** For and in consideration of compliance by Harter's with the covenants and conditions herein set forth, and the ordinances and regulations of Hull and the laws of the State of Wisconsin governing the collecting and disposal of refuse and recyclable materials, and for the consideration hereinafter expressed, Hull

hereby grants to Harter's **authority** to use the public roads, alleys, and thoroughfares within its corporate limits for the purposes of engaging in the business of collecting and disposing of residential refuse and recyclable materials.

2) **TERM:** The term of this agreement shall commence on **January 1, 2018** and shall terminate on **December 31, 2022**; (Five) years.

3) **EXTENSION OF AGREEMENT:** This agreement shall automatically continue for a like term unless either party notifies the other at least ninety (90) days before the end of the original or any extended term. All provisions of this agreement shall remain in force. At any time during the term of this contract, the parties may agree in writing, which shall be by correspondence, to extend the term of this agreement.

4) **SCOPE AND NATURE OF OPERATION:** It is expressly understood and agreed that Harter's shall perform the services as set forth in:

Exhibit A: Services to Be Provided

Exhibit B: Statement of Harter's Requirements

Exhibit C: Do's and Don'ts of Refuse/Recycling

Collection

Exhibit D: Memorandum of Understanding-Exchange of Carts

Exhibit E: Hull's Contract with Portage County

5) **VEHICLE MARKING AND INDEMNIFICATION:** All vehicles and equipment used by Harter's for the collection and transportation of refuse and recyclable materials shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse and recyclable materials onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Harter's name. Vehicles will be operated in a safe manner according to Hull ordinance and law and **no speeding or jack rabbit starts or stops shall be permitted.**

6) **DISPOSAL OF REFUSE AND RECYCLABLE MATERIALS:** Harter's shall deliver all refuse collected by it from Hull households to the Portage County Solid Waste Transfer Station in Plover and all recyclable materials to the Material Recovery Facility in Plover. The Town of Hull will pay Harter's Disposal for Hull residential curbside pickup and pay a tipping fee to Portage County to process refuse at the Portage County Transfer Station.

7) **NON-COLLECTION - NOTICE AND FOLLOW-UP:**

a) Where the owner or occupant of any household is maintaining improper or inadequate refuse or recyclable materials, or is otherwise in violation of Hull contract with Harter's with respect to the location of such containers or the nature, volume or weight of refuse and recyclable materials to be removed from the household, Harter's shall refrain from collecting all or a portion of such refuse or recyclable materials and will notify Hull and the owner or occupant thereof within (24) hours thereafter of the reason for such non-collection. If Hull feels Harter's actions are not proper, Hull may order Harter's to pick up the refuse or recyclable materials by issuing a collection order (verbally or in writing).

b) Where Hull is notified by an owner or occupant of a household that refuse or recyclable materials

has not been removed from a premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Harter's, Hull shall investigate the matter, and if the investigation discloses that Harter's has failed to collect refuse or recyclable materials from the subject premises without cause as supported by notice as described herein, Harter's shall collect the same within (24)* hours after a collection order is issued by Hull.

8) **COMPLAINT HANDLING BY HARTER'S:** Harter's shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as may be approved by Hull, for the purpose of handling complaints and other calls regarding refuse and recyclable materials collection service provided by Harter's. Holidays to be taken are New Year's Day, Memorial Day, July 4th/Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If collection falls on one of the aforesaid holidays, Harter's, **will collect the refuse and/or recyclable materials the day following Harter's original pick up day. Straying from this schedule only creates confusion and leads to refuse/recycling not being picked up as the schedule indicates.**

9) **CONSIDERATION:** Harter's shall receive, in consideration of the performance of this agreement, the following fees for residential service under the monthly rates described below:

- a) The basic fee per household per month will be **\$5.57** for **weekly** refuse pickup and **\$2.26** for every other week recycling material service **with potential yearly updates**. Household count is based on the bid specification. Harter's will provide at no cost to Hull or its residents (1) 90 gallon refuse and (1) 90 gallon recycling cart for each household which can be exchanged for a smaller container at no cost to Hull or the household. **Additional carts may be rented by the householder from Harter's. The cost of the extra cart(s) and its contents are the responsibility of the household. The Town of Hull is to be refunded for the contents of all additional carts/dumpsters on a monthly basis as additional refuse/recycling is mixed with the regular pickup.** Harter's is responsible for maintaining any damaged carts caused by normal wear and tear. If carts are damaged from reasons other than normal wear and tear, are lost or are stolen, it is the responsibility of household to pay the **\$75.00** replacement fee. Additional fees for extra carts are the responsibility of the household.
- b) Rates guaranteed for one year and annual CPI-U increase not to exceed 3% per year.
- c) There will be a fuel surcharge for fuel exceeding \$4.25 per gallon and increase .5% for every \$.15 per gallon fuel goes up on a monthly basis.

10) **UPDATING HOUSEHOLD COUNTS:** Hull shall inform Harter's of all new construction, residential properties so they may be added to the weekly collection route. Updated household counts are subject to verification from Harter's. Household counts shall be reported by Hull every January 1 and provided to Harter's.

11) **BILLING PAYMENTS:** Hull shall pay Harter's within 30 days following the receipt of a detailed monthly invoice for work satisfactorily performed.

12) **MANDATORY SERVICE:** It is understood that Hull's ordinance or the contract with Portage County mandates subscription to refuse and recyclable materials service as prescribed therein under terms, conditions and special provisions as contained therein.

13) **INDEMNIFICATION; INSURANCE:** Harter's assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to hold Hull harmless from all

claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by Hull, its employees and agents. Harter's agrees to carry insurance as follows:

COVERAGE

MINIMUM LIMITS OF LIABILITY

Worker's Compensation	Statutory
General Liability	\$2,000,000.00 combined
Bodily Injury and Property Damage	\$1,000,000.00 combined
Automobile Liability	\$1,000,000.00 combined
Umbrella Liability	\$5,000,000.00

Harter's shall furnish a Certificate of Insurance annually, by January 1, issued to Harter's listing Hull as also insured before this agreement is enforceable. Such policies of insurance shall be issued by companies authorized to conduct business in the State of Wisconsin and shall name Hull as an additional insured and shall insure Hull in the same general terms and the same general effect as the foregoing Contractor requirements. Such policies shall indemnify and hold harmless Hull, and certificates evidencing such insurance contracts shall be deposited with Hull.

14) **PERFORMANCE BOND:** As a security for performance, Harter's shall file and maintain a performance bond with an insurance company licensed to do business in Wisconsin as surety in favor of Hull, and with such bond conditioned for the payment of any and all damages incurred by Hull in the amount of Fifty Thousand Dollars (\$50,000) and shall remain in force throughout the term of this agreement and any extensions of the agreement. Harter's shall be responsible for any fees and expense associated with issuing or maintaining the performance bond.

15) **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 condition 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 (5) days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within (5) days, then the non-breaching party may terminate this contract, or may pursue any and all available legal remedies, at law or in equity effective immediately including, but not limited to, access by Hull to the Performance Bond if it is the non-breaching party.

16) **DISPUTE RESOLUTION:** Any dispute arising with respect to this agreement, its making or interpretation, or its breach shall be settled by arbitration in Stevens Point, Wisconsin, pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such dispute except as otherwise provided in this agreement. Any decision or award rendered shall be final and conclusive upon the parties and a judgment may be entered in any court having jurisdiction.

17) **NOTICES:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Andrew M. Gayhart, General Manager, Harter's Fox Valley Disposal LLC, W17620 County Road Q, Wittenberg, Wisconsin 54499 and to Town of Hull Clerk, 4550 Wojcik Memorial Drive, Stevens Point, Wisconsin 54482.

18) **INDEPENDENT CONTRACTOR:** The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of Hull.

19) **GOVERNING LAW:** This contract shall be governed by the laws of the State of Wisconsin and/or Portage County and Hull ordinances.

20) **AGREEMENT:** The parties agree that this contract may not be assigned by Harter's in the whole or in part without prior written approval of Hull. However, Harter's may assign or subcontract this agreement to:

- a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
- b) any corporation or entity of which Harter's 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 Harter's.

However, the latter three types of assignment shall be subject to Hull's approval, which approval may not be unreasonably withheld.

21) **DEFINITIONS:** As used in this agreement, the following definitions apply:

"Household" – a group of rooms located within a building in forming a single and habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating. It does not include mobile home trailer parks where a centrally located dumpster or dumpsters are provided for such residents to place refuse and recyclable materials.

"Recyclable Materials" – consumer commingled materials, such as aluminum cans, container, glass, plastic bottles and containers, tin cans, corrugated cardboard, mixed papers and newspapers as determined by the State of Wisconsin policy and laws.

"Refuse" – discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination of thereof.

Dated this **11th day of December, 2017.**

CONTRACTOR:

Harter's Fox Valley Disposal LLC

By: _____

Authorized Representative

MUNICIPALITY:

Town of Hull **

By: _____

John W. Holdridge

Title: Town Chairperson

ATTESTED BY:

Janet Wolle Town Clerk

** Hull Board of Supervisors approved Refuse and Recycling Contract as modified on 12/11/2017.

**EXHIBIT A
SERVICES TO BE PROVIDED**

Harter's shall perform at least the minimal in services as described in Exhibit A and B below and shall fulfill the additional requirements set forth on Exhibit B for pick up and disposal of all refuse and recyclable materials, trash and any and all other refuse accumulated on premises within the corporate limits of Hull where such collection is or may be required by the Town of Hull. Harter's shall, at its own expense, furnish personnel and equipment sufficient to accomplish work herein after described. Harter's will establish and maintain, in an efficient and business-like manner, such routes and special schedules as may be necessary to fulfill the refuse and recyclable materials service requirements contained in the ordinances and regulations of Hull, and any future amendments to provisions of this agreement. Harter's shall provide not less than the following prescribed type and level of services to-wit:

- a. Residential refuse service will be provided once per week and recyclable materials service will be provided bi-weekly. Collection will be made between 5:00 a.m. and 6:00 p.m Central Standard Time. Households are responsible for placing their carts by the end of the driveway by 5:00 a.m. on the date of pickup. Harter's shall not be obligated to pick up any refuse or recyclable materials not located near the end of the driveway of the households or any refuse or recyclable materials that is not out by 5:00 a.m.
- b. No cart to exceed 50 pounds. When carted, all refuse must be bagged and fit properly inside the cart with lid shut. Any refuse or recyclable materials that are outside of the cart will not be collected.
- c. Households are allowed to place no more than (1) one cart of refuse and/or one cart of recyclable materials out for each collection **unless the household has made arrangements with Harter's to pick up additional cart(s).**
- d. **Harter's Disposal offers a large item pickup service. The schedule to be determined by Harter's Disposal (see annual pickup calendar).** Resident must call Harter's to schedule a pickup and for updated pricing and payment information.
- e. This contract does not include Harter's making any pickups at commercial sites. Any and all contracts for commercial pickups, shall be on an individual contract basis by and between the commercial customer and Harter's or another vendor of the commercial customer's choice.

- f. No curbside pickup of Christmas trees is authorized by this contract. Citizens may drop off their trees at the designated site at the Town of Hull Municipal Building or dispose of trees during the spring branch pickup.
- g. If the Town of Hull determines that a spring clean up will occur in any given year, Harter's Disposal will drive through the Town doing a clean sweep of all bulky items at a cost of 125.00/hour plus tonnage. The Town of Hull reserves the right to explore other methods of disposal.
- h. The Hull Community and all residents/customers located in said community shall comply with the following rules and regulations under this contract. Harter's will not accept as part of residential curbside pickup: any liquid waste; building demo materials (lumber, metal, shingles, siding, etc); recyclable materials mixed with other refuse; yard waste; asbestos, in any form; tires, **electronics**.

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change. The Town of Hull shall be informed and notified.

- i. Carts for recyclable materials will be provided by the contractor at no cost to Hull households. All recyclable materials must be in the provided cart, no "loose" recycling outside the cart will be picked up. Recyclable materials may be mixed together; cardboard segments may not exceed **two** feet in length.
- j. Clean-up of spillage caused by Harter's operation shall be responsibility of Harter's.
- k. Disposal of refuse and recyclables at Hull approved disposal site of all materials collected as aforesaid.
- l. The Tipping Fee – Town of Hull will pay a tipping fee directly to Portage County Solid Waste Department for disposal of refuse at the Transfer Station in Plover. The tipping fee is usually reviewed and adjusted by the Solid Waste Board during budget approval in the late fall of each year. There is no tipping fee for recyclables. **The tipping fee as of January 1, 2018 is \$53.00/ton.**
- m. This service shall be exclusive between Hull and Harter's and pertains to residential service only.

EXHIBIT B STATEMENT OF HARTER'S REQUIREMENTS

Harter's will meet the following levels of service, requirements, stipulations, terms, conditions, and provisions.

- a. Appearance, Cleanliness and Safety of Equipment. The collection equipment must be kept in clean and safe conditions at all times. **For safety reasons, Harter's should add to the back or rear of the truck a sign or lettering which can be seen advising motorists following from the rear to slow down or stay a certain distance from the Harter's truck as they are completing curbside pickup.**
- b. Appearance of the Collection Crew. Harter's shall provide uniforms to each collection worker and require that they be used. Harter's shall maintain the uniforms in a clean, neat and well mended

appearance. Name tags will be provided.

- c. Equipment Maintenance. All equipment must be maintained by Harter's to assure the safety of the collection crew and residents of Hull. After emptying the container, Harter's shall close the lid on the container.
- d. Collection Hours. Collection service by all trucks will start between 5:00 a.m. and 11:00 a.m. Central Standard Time.
- e. Collection on Holidays. Harter's is not required to provide service on Sundays, and the following days:

New Year's Day;
Memorial Day;
Independence Day;
Labor Day;
Thanksgiving Day;
Christmas Day; and

Days when the collection is canceled by Harter's Disposal.

Days when weather conditions prohibit the safe collection of refuse or recycling.

- f. Operation of Trucks and Equipment. Harter's shall at all times operate its truck and equipment in a safe and orderly manner so as to not cause damage to Hull road surfaces. Jack rabbit starts/stops shall be avoided and all Hull traffic ordinances shall be followed. **Should damage occur to Hull roads caused by Harter's trucks, supported by evidence presented such as eye-witness accounts, photographs and others, then Harter's may be responsible to pay for repair of the damage to the roads as determined by a competent road contractor.**
- g. Cancellation of Refuse/Recycling pickup and close of roads: Harter's Disposal has a responsibility and authority to cancel any refuse/recycling roadside pickup due to severe weather or other emergency conditions that could cause harm to Harter employees and/or Hull's traveling public. Harter's shall give notice to the Town of Hull and the media as early as possible in order for them to make suitable cancellation arrangements or announcements. The Town of Hull Board of Supervisors maintains control of its authority to close town roads due to severe weather or other emergency events. The decision to close a road or roads is the responsibility of the Hull Road Foreman after consultation with appropriate Hull officials. Once that decision is made, Hull officials will contact as many as possible users of the road(s) including but not limited to Harter's Disposal.

RFK:ljh/12-12-12/401429
Revised/TOH Board/bjb-12/18/2012
Revised/TOH Board/bjb-12/31/2012
Revised /TOH Board/bjb-12/11/2017

EXHIBIT C

**HARTER'S
FOX VALLEY DISPOSAL
1-888-804-8556**

Dear Valued Customer.....

Your trash and /or recycling has not been picked up or only allowable items have been picked up because:

- △ All garbage must be placed in "white" or "clear" plastic bags and securely tied shut. No black or brown trash bags.
- △ Lid(s) need to be fully closed to prevent spillage.
- △ Trash and recyclables need to be separated.
- △ Cardboard needs to be cut into no larger than 2 ft. x 2ft. sections.
- △ Yard Waste (grass clippings, pine needles, etc. & branches are not allowable.
- △ Christmas Trees are not allowable.
- △ Unacceptable items were left behind (i.e. Asbestos, building demo (ex.: carpet, drywall insulation, wood, etc.) Hazardous waste, electronics, (Wisconsin's Electronics Recycling Law "bans" the land filling of computers, laptops, printers, televisions, computer peripherals, fax machines, DVD players and other video players (i.e., DVRs) phones with video displays).

Other Information.....

- △ **Styrofoam is" refuse" not recycling.** Please put in the refuse container. Please bag styrofoam peanuts or smaller pieces so they do not blow out of cart.
- △ Go to www.co.portage.wi.us (departments-solid waste) or call 715-343-6297 for fees and information on disposing of the following items:
 - Electronics
 - Appliances
 - Light Bulbs
 - Tires
 - Scrap Metal
 - Used Motor Oil & Anti-freeze
 - Household Hazardous Waste (appointment only)
 - Medications
 - Sharps

EXHIBIT D

Memorandum of Understanding
Between the Town of Hull and Harter's Fox Valley Disposal
Exchange of Carts

The undersigned representing their respective organizations mutually agree that during the terms of the contract between the Town of Hull and Harter's Fox Valley Disposal, that Hull households, at their option, may exchange larger carts (90gallon) for small carts (65 gallon) without any additional cost to the Town of Hull or Hull households **on a one time basis.**

Request for smaller carts need to be made by the individual Hull households to Harter's Valley Disposal. This agreement shall run during the terms of the contract between Hull and Harter's Fox Valley Disposal and will commence on **January 1, 2018.** This agreement may be modified by the mutual consent of the parties.

Dated this **11th day of December, 2017.**

Andy Gayhart, General Manager
Harter's Fox Valley Disposal

John Holdridge, Chairperson
Town of Hull

Janet Wolle, Clerk
Town of Hull

Attachment C

2017 – 12-11

Policy

Hull Adopt-A-Road Program

The purpose of the Hull Adopt-A-Road Program is to engage Hull citizens, households and public or private improvement groups to pick up trash twice annually along Hull roads. Their involvement to keep Hull roadways clean represents a high level of citizen commitment to the Town of Hull civil life.

The Hull Town Board approves the following guidelines for Hull Adopt-A-Road Program:

1. Citizen, households and groups complete an application to establish an Adopt-A-Road program in their neighborhood.
2. Citizen, household or group designates a leader or contact person with address, e-mail and phone number.
3. Three year commitment required from applicant(s).
4. Only non-profit or not for profit groups are eligible to participate. Groups may include families, churches and public service improvement groups.
5. Hull provides a street sign with name suggested by group to designate the road for trash pickup.
6. Hull provides bags, gloves, vests and safety signs. Hull Road Crew will pick up filled trash bags.
7. Group provides members and agrees to roadside pickup twice annually – spring and fall.
8. Most routes would be approximately two miles but some may be longer or shorter. All routes would be mutually agreed upon between the applicant and the Town of Hull.
9. Roads in the Adopt-A-Road program should be through roads and not dead-end roads.

The program will be reviewed periodically and changes made after consultation with the groups involved.

Adopted by Hull Town Board
Date: December 11, 2017

For the Town of Hull Board

Attest: _____
Janet Wolle, Clerk

John Holdridge, Chairperson

Attachment D

ORDINANCE 2017-12-11

STATE OF WISCONSIN}
Town of Hull }
Portage County }

PURPOSE: Ensure payment of taxes to the Portage County Treasurer.

The Supervisors of the Town of Hull, Portage County, Wisconsin, hereby ordain as follows:

That the Treasurer of the Town of Hull is exempted, under s. 70.67(2), Wis. Stats., from giving the municipal treasurer's bond to the county treasurer.

That the Town of Hull is obligated to pay, in case the treasurer thereof shall fail so to do, all taxes of any kind required by law to be paid by the Town Treasurer to the County Treasurer.

Adopted this 11th day of December, 2017

Attest: _____
Janet Wolle, Clerk

John Holdridge, Chairperson

David Pederson, Supervisor

Dave Wilz, Supervisor

Janet M. Way, Supervisor

Rick Stautz, Supervisor

Approved: December 11, 2017
Posted: December 27, 2017