

TOWN OF OREGON
Recycling & Solid Waste Committee Meeting
Agenda
Thursday, October 20, 2022
6:30 p.m.
Oregon Town Hall
1138 Union Road
Oregon, WI 53575

1. Call TORC Committee meeting to order
2. Approval of meeting minutes
3. Discussion and possible Action Recommendation to Town Board re: contracting for town-wide curbside collection (Pellitteri) and direct for amendment of Town of Oregon Ordinance, Chapter 6.10 Collection, Dumping and Disposal of Garbage, Rubbish, Refuse and Recycling Materials
4. Discussion and possible Action re: changing open hours at the TORC; Ordinance 6.10.040
5. Discussion and possible Approval re: charging a fee for Sticker identification system starting January 1, 2023; Ordinance 6.15.030
6. Discussion and possible Action re: mailing garbage and recycling information to town residents
7. Set date and agenda for next meeting
8. Adjournment

Posted 10/11/2022

Note: Agendas are subject to amendment after publication. Check the official posting locations (Town Hall, Town of Oregon Recycling Center and Oregon Village Hall) including the Town website at www.town.oregon.wi.us. It is possible that members of and possibly a quorum of members of other governmental bodies of the town may be in attendance at any of the meetings to gather information; however, no action will be taken by any governmental body at said meeting other than the governmental body specifically referred to in the meeting notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Clerk's office at 835-3200 with 48 hours notice.



Annual Pricing Options

Pricing per household is indicated below as a monthly cost. The below costs include all current government surcharges/landfill fees as of August 1, 2022. Any new households built will be billed on the invoice following the delivery of new carts.

FEE SCHEDULE – 5YR & 10YR Options:

**AUTOMATED MONTHLY COST PER HOUSEHOLD
 BASE RATE - 95 GAL TRASH, 95 GAL RECYCLING
 Weekly Trash and Every Other Week Recycling**

	5 YR TR	5 YR RC	TOTAL	10 YR TR	10YR RC	TOTAL
2023	\$ 10.00	\$ 4.45	\$ 14.45	\$ 9.50	\$ 3.95	\$ 13.45
2024	\$ 10.30	\$ 4.58	\$ 14.88	\$ 9.74	\$ 4.05	\$ 13.79
2025	\$ 10.61	\$ 4.72	\$ 15.33	\$ 9.98	\$ 4.15	\$ 14.13
2026	\$ 10.93	\$ 4.86	\$ 15.79	\$ 10.23	\$ 4.25	\$ 14.48
2027	\$ 11.26	\$ 5.01	\$ 16.27	\$ 10.49	\$ 4.36	\$ 14.85
2028				\$ 10.75	\$ 4.47	\$ 15.22
2029				\$ 11.02	\$ 4.58	\$ 15.60
2030				\$ 11.29	\$ 4.70	\$ 15.99
2031				\$ 11.57	\$ 4.81	\$ 16.38
2032				\$ 11.86	\$ 4.93	\$ 16.79

The Town has the option to go from a 5-year term to the 10-year term and/or weekly recycling within the first 18 months of the contract.

The resident’s annual charge for a second trash or recycling cart is \$99.00 annually and the resident will be invoiced in advance for this additional service. This cost is subject to annual escalators in subsequent years.

Bulk pickup will be offered twice per year at \$135 per truck hour and \$56 per ton disposal. Pricing is subject to an annual escalator of 3% with the 5-year contract or 2.5% with the 10-year contract. Please see attached list of items not accepted.

The current rates for TORC are already below current rates with exception to the disposal per ton rate of \$66 per ton for trash and \$67.93 per ton for C&D. We will reset both rates to \$56 per ton which would equate to \$2,860 in annual savings based on the total tonnage for 2021. Tonnages and hauling frequency should naturally decrease after curbside service starts which would also result in a reduction in cost since the compactors will not require hauling as frequently.

Residents currently contracting privately with Pellitteri for curbside refuse and recycling collection will experience a cost savings as the current rate in the Town of Oregon is around \$37.00 per month.

Jennifer Hanson

From: Joe Spair <Joes@pellitteri.com>
Sent: Tuesday, October 4, 2022 9:24 AM
To: Jennifer Hanson
Cc: Fred Clark
Subject: RE: Torc

Good Morning Jennifer,

Nothing amiss but good point. The reason the private service is so much higher than your proposed rate is because homes that have private service agreements with us are not part of a dedicated route and also do not have contracts. The Town gets a better rate because it guarantees number of homes to be serviced which warrants a dedicated route and is tied to a minimum 5 year contract. This is why a municipal contract gets the better rates, I'm sure you would find the same with any hauler but it is a fair question to ask.

Joe

From: Jennifer Hanson <JHanson@town.oregon.wi.us>
Sent: Monday, October 3, 2022 3:45 PM
To: Joe Spair <Joes@pellitteri.com>
Cc: Fred Clark <Fclark@town.oregon.wi.us>
Subject: RE: Torc

Hi Joe,
Why do individual households pay \$37 per month and the quoted contract rate is \$13.45 per month? There was concern that there is something amiss with the proposal. That the company would not discount services that greatly.
Thanks,
Jennifer

From: Joe Spair <Joes@pellitteri.com>
Sent: Friday, September 30, 2022 10:50 AM
To: Jennifer Hanson <JHanson@town.oregon.wi.us>
Cc: Fred Clark <Fclark@town.oregon.wi.us>
Subject: RE: Torc

Hi Jennifer,

You're welcome! Yes the quote is valid from 9/1-12/1. Per the verbiage in our proposal, our quote includes all current landfill fees, taxes and surcharges as of August 1, 2022 so barring any unforeseen increases between now and the contract start date your rates were determined knowing the Town would likely be starting service sometime in the Spring. You are correct, if the board were to decide Nov 1, 2022 the soonest start date would be Feb 1.

Joe

From: Jennifer Hanson <JHanson@town.oregon.wi.us>
Sent: Friday, September 30, 2022 9:55 AM
To: Joe Spair <Joes@pellitteri.com>



P.O. BOX 259426
 MADISON, WI 53725-9426
 P: 608.257.4285 | F: 608.257.1179
 WWW.PELLITTERI.COM

Contract #
 ROCCJ011818-71

Sales Representative: Chris June

Customer Billing Name	Town of Oregon
Customer Billing Address	1138 Union Rd.
City, State, Zip	Oregon, WI 53575
Best Contact	Jennifer Hanson
Service Location	Town of Oregon Recycling Center (TORC)
Service Address	1067 Storytown Rd.
City, State, Zip	Oregon, WI 53575

Email	JHanson@town.oregon.wi.us	New Account
Phone #	608.835.3200	
Other		X New Agreement

This is a legally binding contract, and contractor agrees to provide and customer agrees to accept the services and equipment at the charges and frequency of collection indicated below subject to the terms and conditions specified on the reverse side.

Initial Term 7 Years
 Effective Service Date
 03-01-2018

Specifications

Quantity	ONE	ONE	TWO	ONE
Size	STATIONARY COMPACTOR	SELF-CONTAINED COMPACTOR	20 YD	20 YD
Type	TRASH	ALL-IN-ONE RECYCLING	TRASH	METAL
Pickups Per Week	ON-CALL	ON-CALL	ON-CALL	ON-CALL

Schedule of Charges

Monthly Compactor Lease:	
- Trash	\$239.00
- Recycling	\$249.00
Per Haul Charge:	
- Trash comp	\$130.00
- Recycling	\$179.00
- Trash 20yd	\$151.50
- Metal	\$169.00
Per Ton:	
- Trash	\$56.00
- All-In-One recycling	Market

SPECIAL Instructions:

Trash prices are based on the following average weight per yard and may be adjusted if weights are exceeded:

< 100 lbs/yd | < 150 lbs/yd | < 200 lbs/yd |

The terms and conditions on reverse side are a part of this agreement.

Customer

Contractor

AUTHORIZED SIGNATURE

PELLITTERI WASTE SYSTEMS, INC.

TITLE

DATE

TITLE

DATE

[Signature]
 Chairman 2-13-18

[Signature]
 VP of Sales 3/2/2018

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. The initial term of this agreement (the "Initial Term") shall be for the period designated by the Initial Term Years on the face of this agreement. This agreement will be automatically renewed unless the Customer or Contractor declines such renewal. The duration of any renewal term (a "Renewal Term") will be for the same number of years as the Initial Term (as indicated by the Initial Term Years on the face of this agreement). Either party may decline renewal by giving written notice of termination to the other party not more than one hundred twenty (120) days nor less than sixty (60) days prior to the end of the Initial Term or any subsequent Renewal Term. In the event that the Customer terminates this agreement other than as provided herein, or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to the contractor as liquidated damages, a sum calculated to be ninety percent of the average monthly billing, multiplied by the remaining months in the Initial Term or Renewal Term, as the case may be.

COST OF LIVING PRICE INCREASE. Contractor reserves the right to increase its rates once per calendar year (including during any Renewal Term) for ordinary increases in the cost of doing business, not to exceed the percentage increase in the Consumer Price Index for that year plus three percent.

I have read the above terms and understand how to decline the automatic renewal of this agreement.  (Customer initials.)

PRICE GUARANTEE Contractor guarantees that the Customer's prices for service is fair and equitable and is not substantially different than other customers with the same types and level of service, except for volume or class discounts, which are applied to all. Contractor further guarantees that for the term of this agreement, any increases in rates will be limited to the cost of living plus three percent as described above, except for the following which the Contractor has little or no control over, and which will only be passed on to the customer if they occur:

- A. Increases in landfill rates, disposal fees, or processing fees.
- B. Increase costs due to significant changes in the distance or time it takes to travel to a disposal site or alternative site.
- C. Increased costs or fees, imposed upon Contractor by or as a result of government rules, regulations, laws, or policy.
- D. Substantial increases in the per gallon price of truck fuel due to shortage or international strife. (A temporary fuel surcharge may be substituted).

Contractor further warrants that in the event rates are increased wholly or in part due to any of the above reasons, Contractor shall give the Customer 30 days prior notice, and substantiate the reason for the increase to the Customer.

CONTRACTOR'S SERVICE GUARANTEE. Contractor guarantees that it will perform its services promptly and safely, and conduct its business with the Customer in a professional manner. Contractor further warrants that it will make diligent effort in the performance of its duties and to make pick-ups on the scheduled day(s) except when Acts of God, or other circumstances over which Contractor has no control over prevent service.

ESCAPE CLAUSE. If the Contractor fails to substantially provide the service described herein, Customer shall give Contractor written notice to rectify the condition. Upon failure of Contractor to rectify the condition within fifteen (15) days, Customer shall have the right to terminate this contract upon thirty (30) days written notice.

WASTE MATERIALS. Customer warrants that the waste or materials delivered to Contractor or placed in Contractor's containers, will not contain any hazardous, toxic, radioactive, or any other substance prohibited by applicable federal, state, or local laws or regulations. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, costs, attorney fees, damages, suits penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of this agreement.

DEFINITION OF EQUIPMENT. The term "equipment" as used herein shall mean all equipment furnished by Contractor in providing the services as specified on the face of this agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor, and Customer shall have no right, title or interest in the equipment.

CUSTOMERS RESPONSIBILITY FOR EQUIPMENT. The equipment shall be in the possession and control of the Customer. Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits, and any other liability for injury to persons or damage to property arising out of the possession or use of the equipment by the Customer. Customer shall be responsible for the cleanliness and safekeeping of the equipment. Customer shall pay any taxes (municipal, state or federal) including personal property taxes, which may be imposed by the possession or use of the equipment. Customer shall not overload the equipment, use it for incineration purposes, move or modify the equipment, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear. Customer shall not overload or cause to be overweight, any container provided by the Contractor. In the event an overweight fine is sustained by the Contractor transporting a container loaded by the Customer or its designates, Customer shall incur the cost of any fines or expense.

CHARGES AND PAYMENT. Customer shall pay the Contractor on a monthly basis for the services provided by Contractor in accordance with the Schedule of Charges. Where the Schedule of Charges specifically indicates "disposal" as a component of the charges, "disposal" shall mean the posted gate rate at the facility used by the Contractor, plus an appropriate handling charge. Payment shall be made by Customer within thirty (30) days after receipt of an invoice from Contractor. In the event that Customer fails to pay for services when due, Contractor, at its sole option, may at any time terminate this agreement on ten (10) days notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by law for amounts not paid within thirty (30) days of invoice.

CONTRACTOR'S INSURANCE. Contractor warrants that it carries public liability insurance, and workers' compensation insurance, and will provide Certificates of Insurance to the Customer upon request. Contractor warrants that refuse will be delivered to an approved and licensed facility, and Contractor is licensed by the State of Wisconsin to perform the services contracted herein.

DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by Customer is sufficient to bear the weight of Contractor's equipment and vehicles. Contractor shall not be responsible for damage to pavement, surface or subsurface of any route reasonably necessary to perform the services herein contracted.

CHANGES. Changes in the Schedule of Charges, frequency of collection service, number, capacity, and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

ATTORNEY'S FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and other costs of the other party incident to any steps undertaken to enforce this agreement.

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or hand written, the typed or hand written language shall govern, provided it is initialed by both parties.

CHANGE OF SERVICE ADDRESS. This agreement shall continue in effect for the term herein and shall apply to changes of service address location provided they remain in the area serviced by the Contractor.

Chapter 6.10**COLLECTION, DUMPING AND DISPOSAL OF GARBAGE, RUBBISH, REFUSE AND RECYCLING MATERIALS**

Sections:

- 6.10.010 Purpose.
- 6.10.020 Definitions.
- 6.10.030 Curbside collection.
- 6.10.040 Town of Oregon Recycling Center (TORC).
- 6.10.050 Separation of recyclable materials.
- 6.10.060 Preparation of recyclable materials.
- 6.10.070 Requirements for multifamily dwellings.
- 6.10.080 Notification required.
- 6.10.090 Collection by unauthorized entities.
- 6.10.100 Disposal or dumping permit.
- 6.10.110 State law.
- 6.10.120 Severability and conflict.
- 6.10.130 Fines for violation.

6.10.010 Purpose.

The purpose of this chapter is to regulate the collection, dumping and disposal of garbage, rubbish, refuse and recyclable materials by persons or other entities within the Town of Oregon. Because of the possible danger to the health, safety and welfare of the public and due to a deep concern for the environment, such collection, dumping or disposal within the Town of Oregon shall only be permitted under the terms and conditions set forth below. [Ord. 41 § 1, 1991. Prior code § 6.2.1.]

6.10.020 Definitions.

“Bi-metal container” means a container for carbonated or fermented malt beverages that is made primarily of a combination of steel and aluminum.

“Collector” means the person or entity specifically authorized by the Town Board to collect garbage, rubbish and recyclable materials and to dispose of the same.

“Container board” means heavy-duty Kraft paper packaging material with a corrugated medium between two (2) flat paper liners used in the manufacture of shipping containers and related products, but excluding paper board such as used in cereal or laundry detergent boxes or holders for beverage cans and bottles.

“Dumping” or “disposal” includes, but is not limited to, unloading, throwing away, discarding, emptying, abandoning, discharging, burning or burying waste, garbage, refuse, yard waste, rubbish, or sludge on, into or under any property or lands, whether publicly or privately owned, within the Town of Oregon.

“Foam polystyrene packaging” means packaging made primarily from foam polystyrene that satisfies one (1) of the following criteria:

1. Is designed for serving food or beverages;
2. Consists of loose particles intended to fill space and cushion packaged articles in shipping containers;
3. Consists of rigid materials shaped to hold and cushion packaged articles in shipping containers.

“Garbage” means all waste which rots or decomposes.

“Hazardous waste” or “hazardous substance” means an item which requires special handling to avoid illness or injury to persons or damage to property or the environment, as defined in Wis. Admin. Code Ch. NR 181, as amended from time to time pursuant to Wis. Stat. § 144.62 (1989-1990), or other acts

pursuant to authority vested in the Wisconsin Department of Natural Resources to describe and list materials that are hazardous, and further including those solid substances found in household waste.

“HDPE plastic” means containers constructed of high density polyethylene, labeled by the SPI Code No. 2.

“Heavy objects” include, but are not limited to, major appliances, tires (up to four (4) constitute one (1) large item), mattresses, box springs, and auto or machinery parts over ten (10) pounds in weight or two (2) feet in length.

“LDPE plastic” means containers constructed of low density polyethylene, labeled by the SPI Code No. 4.

“Lead-acid batteries” shall mean automotive and related batteries that are comprised of lead plates with an acid electrolyte and does not include nickel-cadmium batteries, dry cell (flashlight) batteries or batteries used in calculators, watches, hearing aids or similar devices.

“Magazines” means magazines, catalogs, and other material printed on glossy paper.

“Major appliance” means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, refrigerator, microwave oven, oven, stove, water heater, furnace, boiler, dehumidifier, or any other item commonly referred to as “white goods.”

“Metal container” means tin-coated steel cans, bi-metal cans and aluminum cans used for food and other nonhazardous materials, but excluding aerosol cans and cans that held paint, paint-related products, pesticides or other toxic or hazardous substances.

“Multifamily dwelling” means a dwelling containing four (4) or more residential units, including condominiums, as well as dwelling units occupied seasonally.

“Newspaper” means printed matter excluding shiny surface paper and bound publications such as books, magazines, catalogs, phone books or similar publications.

“Noncollectable items” include, but are not limited to, concrete, construction materials, animal droppings, stumps, stones or cement blocks, televisions, fuel tanks of any type and drums larger than twenty (20) gallons.

“Nonrecyclable material” means all material for which the Town of Oregon or its representative collector cannot establish a present reasonable value for its collection as a recyclable.

“Office paper” means high grade printing and writing papers from small businesses and other commercial enterprises. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term excludes industrial process waste.

“Other paper” means all paper except newspaper, container board, magazines and office paper, but including grades of fiber materials with available markets for recycling.

“Other resins or multiple resins” means plastic materials labeled by the SPI Code No. 7.

“PETE plastic containers” means containers constructed of polyethylene terephthalate, labeled by the SPI Code No. 1.

“PP plastic” means containers constructed of polypropylene, labeled by the SPI Code No. 5.

“PS plastic” means containers constructed of polystyrene, labeled by the SPI Code No. 6.

“PVC plastic” means containers constructed of polyvinyl chloride, labeled by the SPI Code No. 3.

“Recyclable material” means identified material needing preparation standards, and including the following: newspaper, container board, unbroken brown, green and clear glass containers, metal containers, blow-molded HDPE and PETE containers, waste tires, waste oil, lead-acid batteries, magazines, yard waste, office paper and major appliances. “Recyclable materials” further means identified materials meeting preparation standards where economical markets or short-term storage is available, and shall include the following: other paper, HDPE containers that are not blow-molded, PS containers, PVC containers, PP containers, LDPE containers, other resins or multiple resins, bi-metal containers and other materials determined to have economical markets available.

“Refuse” means discarded material including, but not limited to, trash, rubbish, paper, wood, metal, glass, plastic, rubber, cloth, ashes, litter and street rubbish, industrial waste, dead animals, gravel pit and

quarry spoils, toxic and hazardous waste, heavy objects, noncollectable items and material and debris resulting from construction or demolition.

“Residential unit” means an independent household capable of individual habitation by a family unit. A single-family dwelling shall be considered to be one (1) residential unit. Multifamily dwellings shall be considered to have multiple residential units, with a number of residential units equal to the number of family units to be housed therein. Residential units shall not include commercial housing businesses, such as motels, boarding houses or resorts.

“Rubbish” means all waste which does not easily rot or decompose, nor is considered recyclable. Rubbish specifically excludes yard waste, heavy objects and noncollectable items.

“Sludge” means sewage treatment residue in any form.

“Small business” means a business producing a maximum of four (4) thirty (30) gallon bags of garbage or the equivalent of four (4) thirty (30) gallon bags of garbage per week.

“Tires” for collection purposes shall mean rubber tires, including automobile and light truck tires, whose size is less than 1100 x 24.5.

“Waste” means garbage, refuse, rubbish and all other discarded or salvageable material, including waste materials resulting from industrial, commercial and agricultural operations and from domestic and public service activities.

“Waste oil” means any contaminated or no longer suitable for use petroleum-derived or synthetic oil including, but not limited to, engine and other mechanical lubricants, hydraulic and transmission fluid, metal working fluid and insulating fluid or coolant. In no event shall waste oil include gasoline.

“Yard waste” consists of three (3) categories defined as follows:

1. “Yard debris” is nonwoody plant material, including but not limited to garden waste, weeds, fruits, vegetables, flowers, grass clippings, sod and shrubbery clippings of less than six (6) inches in length.

2. “Leaves” are defined as foliage of deciduous trees.

3. “Brush” is woody plant material not greater than four (4) inches in diameter and not greater than ten (10) feet in length. [Ord. 45 §§ 1 – 5, 1994; Ord. 41 § 2, 1991. Prior code § 6.2.2.]

6.10.030 Curbside collection.

The Town of Oregon reserves the right to refuse the services of any potential collector based on price, past performance or lack of prior experience. Acceptable collectors must be willing to provide a phone number to residents to call for clarification of curbside collection rules. Acceptable collectors must also be able and willing to demonstrate, to the Town Board of the Town of Oregon, their adequate understanding of this chapter.

Curbside collection may be arranged for by an individual resident or a group of residents (subdivision or street). Residential units receiving curbside collection will be subject to all the provisions of this chapter including those regarding the separation of recyclable materials or prohibition of noncollectable items. Residential units receiving curbside collection will be charged for each bag or can (not to exceed thirty (30) gallons) of nonrecyclable materials. The intent is to provide an incentive for residents receiving curbside collection to recycle.

Businesses, commercial enterprises, remodeling and new construction projects, and multifamily dwellings are responsible for the contracting of their own garbage, rubbish and recyclable material collection. Disposal of such waste is specifically banned from the Town of Oregon Recycling Center without the express written permission of the Town Board of the Town of Oregon.

Structures containing more than one (1) and less than three (3) residential units must maintain distinct and separate collection points for each unit which allows the collector to recognize violations or problems in complying with this chapter by individual residential unit. The collector has the right and responsibility to refuse pickup from those entities violating this chapter. The collector will provide a printed explanation of why pickup was refused on a particular item by leaving a self-adhesive sticker containing an adequate explanation stuck to the item. The sticker will also contain a phone number at the collector’s offices

where the resident may call for clarification of this chapter or curbside collection rules. [Ord. 45 § 6, 1994; Ord. 41 § 3, 1991. Prior code § 6.2.3.]

6.10.040 Town of Oregon Recycling Center (TORC).

The Town of Oregon will operate a recycling center for the purpose of collecting recyclables, nonrecyclables, garbage, rubbish and yard waste for those residents who do not receive curbside collection. Residents who receive curbside collection may voluntarily utilize this facility although this action will not abrogate their financial responsibility to their collector.

Any delivery to the TORC will be enclosed as in a trunk, tarped truck or in sealed containers so as to provide for adequate prevention of litter on roads or in the general vicinity of the TORC. Uncovered loads will be refused at the TORC.

The Town of Oregon will staff the TORC and maintain public hours which, at a minimum, will be two (2) Saturdays each month for eight (8) hours each day it is open. Hours or days of operation may be extended at the Town Board's discretion. The Town of Oregon also reserves the right to determine separate schedules for receiving certain materials. Under no circumstances will entities other than employees or agents of the Town of Oregon be permitted in the TORC outside of the posted hours of operation without the expressed written permission of the Town Board.

The Town of Oregon Recycling Center will provide, at a minimum, the following facilities:

- a. Collection bins for the separation and collection of newspapers, clear glass bottles and jars, brown glass bottles and jars, PETE and HDPE containers, office paper, container board, metal cans and magazines. If technology allows and cost does not prohibit, the Town of Oregon may opt for the intermingling of recyclable materials.
- b. A compactor for the collection of nonrecyclable garbage or rubbish for ultimate delivery to a designated Dane County landfill or other disposal site.
- c. A compost pile for the disposal of leaves or yard debris.
- d. A collection container for waste oil.
- e. A burnpad for brush, clean wood, and sawdust. Dumping of any other yard waste, nonrecyclable paper products, metal, plastic, rubber, glass, chemicals, oil, recyclable material or any other material specifically banned from the burnpad will be in violation of this chapter.
- f. A drop point for scrap metal such as metal paint cans, lawn furniture, small appliances or other metal objects which can be easily lifted. Arrangement for disposal of large deliveries of metal or heavy objects should be made with an individual contractor and cannot be delivered to the TORC.
- g. A collection point for tires.
- h. A collection point for lead-acid batteries.

The Town of Oregon Recycling Center will charge a fee for each container of garbage or rubbish (not to exceed thirty (30) gallons) placed into the compactor. The Town of Oregon will provide a system to charge residents for such usage which will at least equal the operation cost of the TORC. Monies gained from the sale of recyclables or other materials will be used to defray the total operating costs of the TORC. [Ord. 45 § 7, 1994; Ord. 41 § 4, 1991. Prior code § 6.2.4.]

6.10.050 Separation of recyclable materials.

The Town Board of the Town of Oregon mandates that commencing upon the effective date of the ordinance codified in this chapter, provided hereinafter, all entities within the Town of Oregon shall separate recyclable materials from garbage, rubbish, yard waste, heavy objects and noncollectable items.

a. Disposition of Recyclables. Residents who receive curbside pickup will use a method for separating recyclable material from other items in conformity with the rules of the collector. Residents using the TORC will separate all recyclables into the appropriate bins provided at the TORC. Residents also have the option of delivering recyclable materials to the recycling center of their choice.

b. Disposition of Yard Waste – Brush, Leaves and Yard Debris. Town of Oregon residents will neither receive curbside pickup of yard waste, nor will these items be accepted on the compactor at the TORC.

Residents may either: (1) pay a private contractor for the removal of these materials; (2) transport the materials to a Dane County compost site; (3) transport leaves and yard debris to the TORC composting site; (4) transport brush to the TORC burn pad; or (5) compost the materials on their personal compost pile.

c. Disposition of Heavy and Noncollectable items. Heavy or noncollectable items will not be picked up in curbside service nor will they be accepted at the TORC. Town residents may contact either the Town Hall or their collector for advice in handling these items. When possible, Town residents are urged to arrange pickup of old appliances by the seller of new appliances. [Ord. 45 § 8 – 10, 1994; Ord. 41 § 5, 1991. Prior code § 6.2.5.]

6.10.060 Preparation of recyclable materials.

Recyclable materials shall be prepared in the following manner, whether the materials are for curbside collection or delivery to the TORC:

a. Newspapers, office paper and magazines shall be dry and bundled in eight (8) to ten (10) inch bundles, boxed or placed in paper sacks.

b. Glass containers shall be empty, unbroken, rinsed and free of metal caps and rings and other contaminants such as window glass, drinking glass, ceramics, Pyrex, light bulbs, mirrors, china and similar material.

c. Metal cans shall be rinsed and have labels removed. Metal food cans should have ends removed and be flattened. Soft drink cans should be crushed.

d. Container board shall be dry, flattened, free of food debris and other contaminated materials and bundled into eight (8) to ten (10) inch bundles.

e. Plastic containers shall be rinsed and have metal and plastic rings and tops removed.

f. Lead-acid batteries shall have all caps firmly attached and be free from leaks.

g. Waste oil shall be from motor vehicles, free of contaminants, and in tightly sealed, nonleaking containers.

h. Additional preparation standards may be provided by notice to generators of waste and collectors/haulers, or by amendment to this section when other materials become recyclable depending on available economic markets. [Ord. 45 § 11, 1994; Ord. 41 § 6, 1991. Prior code § 6.2.6.]

6.10.070 Requirements for multifamily dwellings.

a. Owners of multifamily dwellings shall provide adequate, separate containers for handling and collection of recyclable materials enabling tenants to ensure that recyclable materials meet preparation standards. Owners shall provide containers for the complex or sub-units thereof marked for the collection of recyclable material to be shared in common by occupants of the multifamily dwellings. Such containers need not include provisions for major appliances, lead-acid batteries or used oil.

b. Owners of multifamily dwellings shall provide sufficient containers to accommodate the collection of the volume of recyclable materials generated by the occupants of the multifamily dwellings. The number of containers shall be sufficient to enable the handling, transportation and processing requirements of the collector or private hauler.

c. Owners of multifamily dwellings shall clearly mark and designate containers to be used for recyclable materials as required by Town rules and regulations. Such containers shall be maintained in a clean, safe and watertight condition. [Ord. 41 § 7, 1991. Prior code § 6.2.7.]

6.10.080 Notification required.

a. Owners of rental property shall notify all tenants on move-in, and on a regular basis thereafter at least semi-annually, of Town and Dane County recycling requirements.

b. Owners of commercial, retail, industrial, and governmental facilities will notify all users, including employees, agents and customers, on a regular basis at least semi-annually, of Town and Dane County recycling requirements. [Ord. 41 § 8, 1991. Prior code § 6.2.7.]

6.10.090 Collection by unauthorized entities.

Any recyclable materials placed at curbside for collection or brought to the TORC are the property of the Town of Oregon or the Town's collector or an authorized private collector unless specifically refused by the collector or the TORC. It is unlawful for any person other than those authorized by the Town Board of the Town of Oregon to collect or pick up or cause to be collected or picked up any recyclable materials. Any and each such collection in violation hereof from any recyclable material container shall constitute a separate and distinct offense punishable as hereinafter provided. [Ord. 41 § 9, 1991. Prior code § 6.2.9.]

6.10.100 Disposal or dumping permit.

Except as expressly permitted in this section, no individual or entity shall dump or dispose of waste, garbage, or rubbish within the Town of Oregon unless a permit to engage in such dumping or disposal is first obtained from the Town of Oregon under the conditions prescribed herein.

Exceptions to this requirement are:

- a. Sites used for dumping or disposal of yard waste or garbage from a residential unit or small business providing that such yard waste is placed in suitable composting containers or composted in such a way as not to cause a public or private nuisance.
- b. The use of sanitary privies and what are commonly known as seepage beds or septic tanks, which conform to applicable ordinances of the Town of Oregon, or the discharge of waste products into any existing public sewage system located within the Town of Oregon.
- c. A farm on which only animal waste resulting from the operation of the farm is disposed of.
- d. Any dumping operation under the direction and control of the Town of Oregon.

Persons or entities who are permitted by the Town of Oregon to engage in dumping or disposal operations shall do so in a manner which does not constitute a public or private nuisance and in a way so that dust, dirt, and debris will not be carried by the wind across the boundary of the land parcel on which said operation is taking place. A suitable covering of gravel or dirt shall be placed within a reasonable time so as to make the dumping site compatible with the surrounding property and not to depreciate property values within the immediate area.

A public hearing will be held on any application for a permit to engage in dumping or disposal operations. The application shall be on file with the Town Clerk at least thirty (30) days before the public hearing and include the name and address of the applicant, an explanation of the nature and purpose of the dumping or disposal and a detailed description of the dumping or disposal plan.

A notice of the public hearing shall be given as a Class 3 notice as described in Wis. Stat. § 985.07 (1989-1990). The cost of such publication shall be deposited by the applicant in advance.

The Town Board reserves the right to require the applicant to post a bond, the condition of which will be that this chapter shall be observed, that the dumping or disposal plan shall be carried out and any penalties imposed shall be paid. If any part of this chapter is violated and after a reasonable time the violation is not corrected, the Town of Oregon reserves the right to correct the violation and to charge the expense to the bond. The applicant, in making the application for a dumping or disposal permit, grants to the Town of Oregon the right to go onto the land to carry out the plan, if the applicant fails to do so in a reasonable time, at the owner's or occupant's expense.

Revocation of a dumping or disposal notice may be accomplished upon a published Class 1 notice by the Town of Oregon. [Ord. 45 § 12, 1994; Ord. 41 § 10, 1991. Prior code § 6.2.10.]

6.10.110 State law.

Nothing contained herein shall be deemed to limit or restrict the application of any state law or administrative regulation of any state agency regulating the subject of this chapter. [Ord. 41 § 11, 1991. Prior code § 6.2.11.]

6.10.120 Severability and conflict.

Should any section, clause or provision of this chapter be declared by the courts to be invalid, the same shall not affect the validity of this chapter as a whole or any part thereof other than the part so declared to be invalid. [Ord. 41 § 12, 1991. Prior code § 6.2.12.]

6.10.130 Fines for violation.

Any person violating this chapter shall be fined not less than \$25.00 nor more than \$500.00 for each offense. Fines may be levied in addition to payment for reparation of damages created to or cleanup required of public or private property. Agents or employees of the Town of Oregon may opt to issue a warning on first offenses in lieu of a fine depending on the severity of the violation and the violator's willingness to immediately correct violation. Imprisonment in the county jail can be ordered only for failure to pay fines or reparation expenses and shall be limited to one (1) day of confinement for each \$25.00 of fine or ordered reparation expense.

Any individual, corporation or municipality who places waste, garbage, refuse, yard waste, rubbish, heavy objects, noncollectable items or sludge on either public or private property anywhere within the Town of Oregon limits in a manner not in compliance with this chapter shall be subject to the fines set forth in this section. [Ord. 41 § 13, 1991. Prior code § 6.2.13.]

Chapter 6.15**SOLID WASTE DISPOSAL SITE**

Sections:

- 6.15.010 Use of site.
- 6.15.020 Identification of user.
- 6.15.030 Sticker identification system.
- 6.15.040 Hours of operation.
- 6.15.050 Sign to be posted.
- 6.15.060 Penalty.
- 6.15.070 Severability.

6.15.010 Use of site.

No person shall use or deposit any solid waste or refuse at the solid waste disposal site, hereinafter referred to as the “facility,” operated by the Town of Oregon in the Town of Oregon, Dane County, Wisconsin, unless said person is a resident of the Town of Oregon. [Ord. 17 § 1, 1975. Prior code § 6.3.1.]

6.15.020 Identification of user.

Any user of the facility shall, upon demand by the site attendant, present identification in the form of a valid Wisconsin driver’s license showing that said user is a bona fide resident of the Town of Oregon, Dane County, Wisconsin. [Ord. 17 § 2, 1975. Prior code § 6.3.2.]

6.15.030 Sticker identification system.

The Town Board may require that each Town of Oregon resident who intends to use the facility obtain from the Town Board, at such times as shall be reasonably prescribed by the Town Board, a sticker which the resident shall then attach to the windshield of each vehicle in which he intends to transport solid waste or other refuse to the facility. Any vehicle used to transport solid waste or other refuse to the facility shall have a sticker attached to its windshield. [Ord. 17 § 3, 1975. Prior code § 6.3.3.]

6.15.040 Hours of operation.

The facility shall be available for use as aforesaid by Town of Oregon residents at such hours as prescribed by the Town Board. No person shall use the facility except during said hours. [Ord. 17 § 4, 1975. Prior code § 6.3.4.]

6.15.050 Sign to be posted.

A sign shall be posted at the facility gate stating the terms and conditions of use of the facility as herein prescribed. [Ord. 17 § 5, 1975. Prior code § 6.3.5.]

6.15.060 Penalty.

Any person who shall violate any provision of this chapter shall, upon conviction thereof, forfeit not less than \$5.00 nor more than \$200.00 together with the costs of prosecution. [Ord. 17 § 6, 1975. Prior code § 6.3.6.]

6.15.070 Severability.

The provisions of this chapter shall be deemed severable and it is expressly declared that the Town Board would have passed the other provisions of the ordinance codified in this chapter irrespective of whether or not one (1) or more provisions may be declared invalid. If any provision of this chapter or the

application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provisions to other persons or circumstances shall not be affected thereby. [Ord. 17, 1975. Prior code § 6.3.7.]

To: Kate Gladding, Town of Oregon Supervisor

From: Laurie Fitzgerald, Town of Oregon Resident and TORC employee

Subject: Town of Oregon Recycling Center (TORC)

Date: April 6, 2022

You requested that I share my thoughts about the proposed project to review long-term needs for waste disposal and recycling for Town of Oregon residents. I want to make it clear at the outset that I am not trying to make a case for closing the TORC. It has served the Town of Oregon well for many years. Our community is changing and growing, though. This is the perfect time to assess how well we are addressing Residents' current needs for disposal services and to make plans for improvements that will be needed in the future.

I hope that the Board will consider the following issues:

1. **Cost**—what does it cost the Town to operate the TORC each year? Are these costs reasonable? If there are budget shortfalls, how does the Town address them? How long can the TORC continue to operate economically under the current budget structure?
2. **Who uses the service?** How many Residents use the TORC and what services do they use? How many Residents contract with Pelletteri or Waste Management for curbside pick-up? How many people use both curbside pick-up and the TORC? How many Residents use the TORC only for services that do not require payment (recycling, and disposal of metal, oil, and brush). Can the Town of Oregon continue to provide these services at no charge?
3. **Staffing.** We hear from some Board Members that it is almost impossible to find people to work at the TORC. If so, what will we do when current staff members may need or want to resign from their jobs?
4. **Hours of service.** The TORC is open from 7:30 to 4:30 on Saturdays all year long, and from 2 to 6 p.m. from May 1 through October 31. Do these hours best meet needs of Residents? Should Saturday hours be shortened, at least during the summer? It might be easier to hire new staff if workers had the option of working shorter shifts, especially on Saturday. How should the TORC handle scheduling when a legal holiday falls on Saturday or Wednesday?

5. Health and Safety

- a. In wet weather, poor drainage results in standing water around the compactors and ash tubs, in particular the area around the Recycling Compactor.
 - b. There is no in-door plumbing or running water at the site.
 - c. Traffic—Staff and Residents need to watch traffic very carefully as we walk around the compactors and bins. When the TORC is busy, cars line up as people wait to use the trash and recycling compactors. People become impatient and try to back out of the line, causing further congestion and risk of collisions. We have posted speed limits, but sometimes drivers ignore them.
 - d. The facility needs to be repaved. The blacktop is breaking up and potholes and lumps of paving material pose tripping hazards for Staff and Residents.
 - e. Staff could be better prepared for accidents or health emergencies at TORC. Should we have a defibrillator and first aid training?
 - f. Bee hazard. To date, we have not found a good way to discourage the bees that swarm around the trash and recycling compactors during late summer and fall. One resident mentioned that we should have epi pens on hand.
 - g. Although they may not be required by law, railings are needed at the steps leading up to the oil disposal container. The steel platforms we use to step up to the recycling and trash compactors are hard for some Residents to manage, especially when they are carrying items to empty into the compactors. The platforms at the recycling compactor are wobbly and need shimming.
 - h. Some Residents need help depositing their items into the bins. For everyone's safety, we should have a formal policy about what to do in these cases.
 - i. Smoke from the burn pile can be a problem. The Staff no longer burn brush on days when the TORC is open, but embers sometimes smolder and re-ignite, filling the facility with smoke.
6. **Equipment.** Staff need a reliable tractor with an end loader to push and compact brush, compact trash in open bins, and lift heavy objects into bins. The TORC telephone line is currently not working, so Residents cannot reach us by phone. We are attempting to get the line back in service. In the meantime, Staff members use their cell phones.

Bruce Carl
4734 County Road A
Oregon, WI 53575
October 1, 2022

Wayne Ace, Chair, and Fred Clark, Jr., Supervisor
Town of Oregon Board of Supervisors
1138 Union Road
Oregon, WI 53575

Dear Chairman Ace and Supervisor Clark,
I am resigning from my position as Recycling Attendant for the Town of Oregon
Recycling Center, effective Nov. 1, 2022.

Sincerely,

Bruce Carl

A handwritten signature in black ink that reads "Bruce Carl". The signature is written in a cursive style with a large, sweeping initial "B" and a long, horizontal stroke for the "C".

Laurie Fitzgerald
5235 Locust Grove Road
Oregon, WI 53575
October 1, 2022

Wayne Ace, Chair and Fred Clark, Jr., Supervisor
Town of Oregon Board of Supervisors
1138 Union Road
Oregon, WI 53575

Dear Chairman Ace and Supervisor Clark,

I am resigning from my position as Recycling Attendant for the Town of Oregon Recycling Center, effective Nov. 1, 2022.

November marks my 6th anniversary of service for the Town of Oregon. I am ready to retire and resume enjoying my free time on Saturdays and Wednesdays.

Sincerely,


Laurie Fitzgerald

Jennifer Hanson

From: Kent Welsch <kwelsch@minutemanpress.com>
Sent: Friday, September 23, 2022 2:39 PM
To: Jennifer Hanson
Subject: RE: Print Order Inquiry

Sizes can be anywhere from 3.5 x 5.5 to 6.125 x 11.5. A lot depends on how much information you want it. A standard size with a lot of information and print only on one side, address on the other is a 4 x 6. Then we need to know if it's colored or black and white, size for printing costs. On 1,200 (just a rough estimate), you would be looking at an estimated .2983 cents a piece for the postage. The cost to address, indicia, NCOA report, delivery to post office, etc. would be approximately \$127.50. So the rest would be printing costs based on what you wanted. We do them quite often and would get you the best cost we can 😊

Thank you

Kent Welsch
Minuteman Press
2790 S. Fish Hatchery Road
Madison, WI 53711

From: Jennifer Hanson [mailto:JHanson@town.oregon.wi.us]
Sent: Friday, September 23, 2022 9:43 AM
To: kwelsch@minutemanpress.com
Subject: RE: Print Order Inquiry

I think we will go with direct mail post cards. The EDDM covers too large of an area. I will work on getting the mailing list from county. Can you just send me general sizing/pricing information?

Thanks,
Jennifer

From: Kent Welsch <kwelsch@minutemanpress.com>
Sent: Friday, September 23, 2022 9:12 AM
To: Jennifer Hanson <JHanson@town.oregon.wi.us>
Subject: RE: Print Order Inquiry

Hi Jennifer,

If you are looking at hitting just specific routes, EDDM is the best option as it cost less on our end and yours as well. If you need hit only specific houses within a mail route, then you want to do direct mail. But if we were are doing every house in Oregon, EDDM works well as we just pick all the postal routes within Oregon. One of the other good things with EDDM, if you want, you can pick business and residential or residential only. Figuring out pricing, we would have to know what route you wanted to go and get the numbers together. As in total mailers and whether we went EDDM or direct mail. Let me know if you have any other questions.

Thank you,

Kent
From: Jennifer Hanson <JHanson@town.oregon.wi.us>
Subject: RE: Print Order Inquiry