



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: September 16, 2026

Re: Discussion and action on policy for opt out of health insurance

BACKGROUND: This policy was started in 2015 to offer employees that do not need to take the Village's group health insurance coverage to receive a cash benefit in lieu of enrolling. The original set amount had been \$4,200 per year for those that take advantage of this option.

This discussion is to verify that the Village wishes to continue on with this option and if the annual amount should be reconsidered.

The Village did increase the amount to \$4,500 starting in 2026.

Currently in 2026, there are 7 employees that take the Opt Out. 1 Public Works, 1 Clerk's Office, & 5 Police Department. Village's cost for each employee staying with the same provider is: Single \$12,092 & Family: \$29,729. This is an approximate 4% increase over 2026. Estimated Total Village expense for the Health Insurance Only is approximately \$204,000.

ATTACHMENTS: Opt-Out Policy

FISCAL IMPACT: Dependent on action taken

**RECOMMENDED
MOTION:**

To maintain the *Opt Out of Health Insurance Policy* & set the amount of \$4,500 annually as a fringe benefit to those that do not take the Village Health Insurance and meet the requirements of the policy.



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Opt Out of Health Insurance

Adopted: November 5, 2015

Revised: October 2, 2025

Updated \$ Amount: December, 2025

An employee who can show proof of other health insurance will have the option of making an election through the Village's Section 125 Cafeteria (Flexible Benefits) Plan to receive a cash fringe benefit in lieu of health insurance through the Village. An employee electing to opt out of health insurance coverage will receive an additional \$4,500.00 annually divided equally between 24 pay periods per year. This amount is subject to normal payroll withholding.

An employee making such an election will only be able to change his/her election as a result of a change in status event as permitted by Section 125 of the Internal Revenue Code and Treasury Regulations issued thereunder and as permitted under the terms of the Village's health insurance plans. Specifically, in order for an employee to re-enroll in the Village's health insurance after opting into the cash option the employee must meet the following eligibility requirements:

- (1) Must have been previously covered by another employer-sponsored group health insurance plan;
- (2) Must lose coverage due to any event that would provide the eligible employee with special enrollment rights under the Village's health insurance plan. (i.e., divorce, spouse leaving employment with no relevant benefits, plan benefit decrease – 10% or plan premium increase – 10%, death of spouse, etc.)
- (3) Must enroll in the Village's group health insurance plan within thirty (30) days of loss of coverage.

The insurance opt-out shall only be available if permitted under the Village's health insurance plan and only to the extent permitted under the Village's coverage.

The insurance opt-out payment is considered a fringe benefit and is not included in the gross wage calculation for Wisconsin Retirement System purposes.



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MEMORANDUM

To: Village Board

From: Kamron Nash, P.E., Village Public Works Director

Date: September 11, 2026

Re: Discussion and Action on Acceptance of Retirement of Scott Lilienkamp, DPW Crew Leader

PURPOSE:

To receive Village Board acceptance of the notice of retirement provided by Scott Lilienkamp, DPW Crew Leader.

BACKGROUND:

Scott Lilienkamp provided formal notice on September 8, 2026 that he intends to retire from employment with the Village of Summit, effective January 4, 2027. This date may be adjusted, based on his correspondence with WRS. A copy of the retirement notice has been attached for reference.

RECOMMENDATION:

Village staff recommends that the Village Board accept the notice of retirement from Scott Lilienkamp, DPW Crew Leader, and wish him well with his upcoming retirement.

ATTACHMENTS:

Retirement Notice Letter from Scott Lilienkamp (*dated September 8, 2026*)

FISCAL IMPACT:

Any accrued PTO and compensatory time that has not been utilized will be paid out in full (amount to be determined).

RECOMMENDED MOTION:

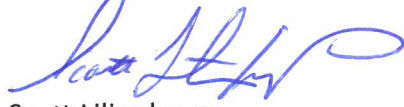
Motion to accept the retirement notice of Scott Lilienkamp, DPW Crew Leader, effective January 4, 2027.

September 08, 2026

Kamron:

I am writing this letter to inform the Village of Summit that I will be retiring from my position of DPW Crew Leader effective January 04, 2027. At this time, I would like to thank the Village of Summit for the opportunity that they gave me to lead the DPW along with the Summit Cemetery. I do need to recognize Kamron Nash. Kamron has been the best boss that I've worked with throughout my career and fully understands the day-to-day operations of the DPW. As a leader Kamron shows that she is truly invested in her staff and has their best interest.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Lilienkamp", with a stylized flourish at the end.

Scott Lilienkamp



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MEMORANDUM

To: Village Board

From: Kamron Nash, P.E., Village Public Works Director

Date: September 8, 2026

Re: Discussion and Action on Recruitment Process for DPW Crew Leader Position

PURPOSE:

To present a proposed recruitment process for the DPW Crew Leader position in anticipation of Scott Lilienkamp's planned retirement.

BACKGROUND:

Scott Lilienkamp has advised Village administration that he intends to retire at the end of 2026. Staff would like to begin planning the recruitment process to ensure a smooth transition.

Village staff are recommending the following schedule:

Job Advertisement: September 18th – October 9th (*may extend, if needed*)

Initial Interviews: Week of October 12th

Recommended Panel Members (4-5):

- DPW Director
- Village Administrator-Clerk/Treasurer
- Village Trustee (DPW Liaison)
- DPW Crew Leader (outgoing)
- Supervisor from Neighboring Community (*optional*)

After initial interviews, the top 1 – 3 candidates will be selected for second interviews that will include participation from the existing DPW crew. DPW crew participation will depend on whether any of the current DPW Operators choose to apply and are selected as finalists.

2nd Interviews: Week of October 19th

Recommended Panel Members (3-4):

- DPW Director
- Village Administrator-Clerk/Treasurer
- Village Trustee (DPW Liaison)
- DPW Crew Members

This schedule is tentative and is subject to panel members' availability and the availability of the candidates.

RECOMMENDATION:

Village staff recommends that the Village Board authorize Village staff to move forward with the recruitment process as proposed for the DPW Crew Leader position, allowing for flexibility on the schedule and interview panel structure as determined by Village staff.

ATTACHMENTS: DPW Crew Leader Job Description

FISCAL IMPACT: Staff will post this position to GovernmentJobs.com, which has a cost of approximately \$200. In addition, various networking platforms will be utilized to post and promote the position at no cost.

RECOMMENDED MOTION: **Motion to authorize Village staff to move forward with the recruitment process for the DPW Crew Leader position, as proposed.**

 Position Description	Position Title	Department of Public Works (DPW) Crew Leader		
	Department	Public Works	Date Approved	January 29, 2024
	Full/Part Time	Full Time	Union/Non-Union	Non-Union
	Reports to	Public Works Director	Supervisory Position	Yes
	FLSA Status	Non-Exempt	Pay Range	\$30.00 - \$37.00

OBJECTIVE

This is a supervisory position that is responsible for oversight of the daily tasks and activities involved in the Department of Public Works (DPW). Under direct supervision of the Public Works Director, this position provides support in planning and directing the safe, efficient, and effective operations of the department. Work includes, but is not limited to, oversight of snow and ice control operations, road and public right-of-way maintenance, cemetery operations and maintenance, parks maintenance, public facilities and grounds maintenance, stormwater infrastructure maintenance, and vehicle and equipment repair and maintenance. This position involves performing supervisory functions and requires the use of judgment in carrying out work activities. The DPW Crew Leader leads, trains, schedules, and provides daily direction to members of the DPW work crew.

RELATIONSHIPS

Reports to: Public Works Director

Supervises: Provides supervision of daily tasks to DPW work crew and seasonal (temporary) employees.

Has work contacts with Department Heads, employees, co-workers, contractors, vendors, and the general public.

ESSENTIAL DUTIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Leads, trains, directs, and supports the DPW crew members to ensure assigned tasks are completed properly and as scheduled; performs daily on-site inspections to ensure assignments are completed efficiently and effectively, and in compliance with proper safety procedures; forwards personnel issues to the Public Works Director.
2. Delegates daily work activities for the DPW crew including snow and ice control operations, road and public right-of-way maintenance, cemetery operations and maintenance, parks maintenance, routine maintenance of public facilities, grounds maintenance, stormwater infrastructure maintenance, and vehicle and equipment repair and maintenance.
3. Works along with employees of the DPW as a "working foreman" when workload requires such participation.

4. Acts as the Summit Cemetery Sexton, with responsibility for the oversight of the Summit Cemetery, performing a variety of administrative, technical, and/or maintenance duties and serving as the point of contact for cemetery-related telephone, website, and in-person inquiries. *Please refer to the Summit Cemetery Sexton job description for additional information.*
5. Supervises the control and use of and assumes responsibility for all materials, supplies, and equipment used; approves procedures and activities for the proper operation and maintenance of equipment.
6. Receives, investigates and resolves complaints from the general public according to department policies; determine proper action to take, conferring with the Public Works Director as needed.
7. Communicates operational or maintenance problems to the Public Works Director and other Village departments when necessary.
8. Assures DPW crew members are properly trained in the use of vehicles, equipment, and tools and in the proper application of standard maintenance and repair methods and techniques; ensures the proper maintenance of equipment and tools by supervising the cleaning and checking after use.
9. Prepares written reports concerning public works maintenance and repair activities; responsible for maintaining records of time, materials, and equipment usage and provides these records to various support staff members on a regular basis.
10. Oversees the safety of assigned employees by instructing individuals in proper safety procedures and monitoring work in progress; enforces all applicable or adopted safety standards or programs.
11. Assists in snow plowing operations under the direction of the Public Works Director, including plowing and chemical application to pavements following Village policies and procedures.
12. Responds to emergency situations 24 hours a day, 365 days per year, including, but not limited to, power outages, traffic control measures, severe storm clean up, and snow and ice control.
13. Coordinates work activities with other Village departments, Village employees, Village appointed officials, contractors, suppliers, vendors, and consultants; interacts with other municipal organizations for shared services and interagency coordination.
14. Follows all safety regulations, policies, and procedures; reports all unsafe conditions and acts to Public Works Director; reports all accidents to the Public Works Director immediately whenever possible; follows recognized safe work practices.
15. Performs special projects and other duties as assigned or required during regular and non-business hours, including providing support as a part of any Village response to essential or emergency operations.

MINIMUM REQUIREMENTS

The requirements listed below are representative of the knowledge, skill and/or ability required to perform the essential duties of the position.

Education and Experience

1. A High School diploma or equivalent is required.
2. Possession of a valid state-issued Class "B" Commercial Driver's License with no restriction for air brake operation.
3. Possession of a tanker (N) endorsement, or ability to obtain within 6 months of hire.
4. Minimum of five (5) years of experience, preferably with at least one year of supervisory experience, in Public Works involving snow and ice control operations, road and public right-of-way maintenance, cemetery operations and maintenance, parks maintenance, public facilities and grounds maintenance, stormwater infrastructure maintenance, and vehicle and equipment repair and maintenance.
5. Understands and has had exposure to the requirements of the positions within the DPW. At a minimum, demonstrates proficiency with operating single axle dump trucks and has had experience operating medium-duty equipment safely.
6. Completion of UW Extension Public Works Supervisory Academy, or equivalent supervisory training as determined by the Public Works Director and Village Administrator, within twelve (12) months of promotion/hire.

A candidate for this position should have thorough knowledge, skills, and abilities of the following:

Knowledge of:

1. Knowledge of the principles and practices of modern public works operations, including, but not limited to, snow and ice control operations, road and public right-of-way maintenance, cemetery operations and maintenance, parks maintenance, routine maintenance of public facilities, grounds maintenance, stormwater infrastructure maintenance, and vehicle and equipment repair and maintenance.
2. Good knowledge of equipment, facilities, materials, methods, and procedures used in maintenance, construction, and repair activities.
3. Knowledge of proper utility locating procedures.
4. Knowledge of, and ability to, execute safety practices and procedures.
5. Knowledge of effective supervisory practices.
6. Knowledge of work zone safety, excavation safety and procedures, and confined space entry.

Skill in:

1. Skill in safely operating Village vehicles and a variety of maintenance equipment and machinery.

2. Skill in dealing with the public in responding to complaints or request for information.
3. Proficient in basic Microsoft applications, including Word, Excel, and Outlook.
4. Skill in providing directions, instruction, and training to other workers.
5. Skill in effectively organizing work activities and supervising employees in the work group.
6. Skill in implementing excavation safety and procedures.
7. Skill in establishing work zone safety and confined space entry procedures.

Ability to:

1. Ability to safely and effectively operate a variety of medium-duty and light-duty equipment, including, but not limited to, snow plowing equipment, end loaders, skid steers, etc. Heavy equipment experience is preferred, but not required.
2. Ability to read and interpret maps.
3. Ability to learn and apply new technology.
4. Ability to identify and report any malfunctioning equipment and/or machinery.
5. Ability to read, comprehend, and follow technical specifications and plans.
6. Ability to prepare and maintain accurate reports of daily assignments completed.
7. Ability to perform strenuous labor for extended periods of time under varying weather conditions, and to do so in a safe manner.
8. Ability to interact with the public and respond to citizen inquiries or guide them to the appropriate service.
9. Ability to operate Village vehicles and equipment in a safe manner.
10. Ability to maintain a valid state-issued Class "B" commercial driver's license with a tanker (N) endorsement.
11. Ability to perform work in a safe manner, follow safe work procedures, and take necessary safety precautions.
12. Ability to work without direct supervision and within the boundaries of responsibility.
13. Ability to effectively plan, organize, and complete the tasks assigned.
14. Ability to work effectively as part of a team.

15. Ability to maintain a positive attitude and professional demeanor at all times; address resident and customer concerns in a helpful, courteous manner.
16. Ability to establish and maintain effective working relationships with Department Heads, Village staff, co-workers, residents, vendors, customers, and the general public.
17. Ability to communicate effectively both verbally and in written form, with supervisors, vendors, fellow employees, the general public, and Village officials.
18. Ability to exercise good judgment and courtesy in maintaining public and employee relations.
19. Ability to work with others in a positive, supportive fashion to solve problems, generate ideas, and accomplish department and Village goals.
20. Ability to make decisions in accordance with laws, regulations, and established procedures.
21. Ability to maintain confidential information, possess a high level of integrity, and adopt a professional work ethic.
22. Ability to work a varied schedule including nights and weekends; ability and willingness to respond to situations twenty-four (24) hours a day, seven (7) days a week.
23. Ability to respond and assist in weather clean-up emergencies.
24. Ability to work extended and non-standard hours. This includes participation in snow and ice control, severe weather response operations, and other public works operations as directed.

EQUIPMENT, INSTRUMENTS AND MACHINES:

Machinery and equipment including pick-up trucks, dump trucks, end loaders, skid-steer loaders, backhoe, chain saw, walk behind compactor, pavement and pipe saws, compressed air, lawn mowers, string trimmers, brush chipper, street sweeper, snow plow and salting equipment, common hand and power tools, air monitoring equipment, utility monitoring equipment, and cell phones.

PHYSICAL FACTORS:

The physical demands described here are representative of those that must be met by any an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee regularly works in an outdoor environment and will frequently be exposed to adverse weather conditions, including extreme heat and extreme cold, high winds, and wet/humid conditions. The employee will work near moving mechanical parts in precarious places; and is exposed to fumes or airborne particles, toxic or caustic chemicals, dust, and vibration. On occasion, the employee is exposed to situations which could involve an element of personal risk, requiring compliance with necessary safety procedures. The noise level in the work environment is generally quiet to moderately noisy.

This position exerts continuous physical effort, working with average and heavyweight materials, and frequently walks, stands, stoops, kneels, crouches, and crawls for sustained periods of time. This position can exert up to 100 pounds of force by lifting, carrying, pushing or pulling objects. The employee is frequently required to see/observe, talk/speak, and listen/hear; use their hands to finger, handle, feel, or operate objects and equipment; repetitive arm, wrist, hand, and eye movements are included. There is

frequent twisting, reaching, wrist turning, and grasping. The employee may be required to climb or balance. Use of protective equipment is required.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes, and sounds associated with job-related objects, materials, or tasks.

MENTAL FACTORS:

While performing duties of this job, the employee is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information, and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public. Employee is required to use cognitive ability to reason, analyze, and verbalize thoughts and ideas.

AVAILABILITY:

The employee must live within 30 minutes driving distance of Village Hall and be able to drive to Village Hall within 30 minutes of contact by supervisor or Village Police, especially for local storm events. Further, the employee must have personal transportation available. No Village vehicles are designated for travel to/from employee's residence.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by people assigned this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position, or is responsive to the needs of the Village of Summit.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Summit, Wisconsin is an Equal Employment Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

SUMMIT CEMETERY SEXTON

EMPLOYMENT STATUS: An employee of the Department of Public Works is appointed by the Village President to perform these duties.

RESPONSIBLE TO: Cemetery Board

GENERAL OVERVIEW: The person in the position of Cemetery Sexton is responsible for overseeing the operations of the Cemetery. The Cemetery Sexton performs a variety of administrative, technical and/or maintenance duties and also serves as a point of contact for telephone, website and in-person inquiries.

SUPERVISORY STATUS: The person in the position of Cemetery Sexton does not have any supervisory duties related to the position.

SPECIFIC DUTIES and RESPONSIBILITIES:

- Property Maintenance
 - Lawn care
 - Well Pump
 - Building
 - Equipment
 - Monuments
- Meet with customers for sale of lots
- Collect fees for sales, burials, and engraving and turn money over to Treasurer for deposit
- Arrange Placement of Headstone/Footer with installation companies
- Accurately lay out gravesite placement
- Coordinate Burial Arrangements
- Order Graves Opened/Closed and Schedule Burials
- Coordinate Columbarium Placement and engraving orders
- Prepare Activity Reports for Board meetings
- Attend the Cemetery Meetings
- Prepare annual Capital Improvement Plan with assistance of Cemetery Board
- Prepare annual Budget with assistance of Clerk/Treasurer and Cemetery Board
- Recommends Price Adjustments to Board based on budget
- Recommend Staffing Levels to Board
- Respond to Genealogy Inquiries
- Assist in drafting ordinances and/or resolutions related to cemetery matters
- Assist with Special projects requested by Board
- Maintain Cemetery MAP and Computerized Cemetery Data
- Cemetery Records Management in coordination with Clerk/Treasurer

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- High School graduation or GED equivalent.
- Ability to file and maintain records, research, compile, and interpret data to prepare accurate reports and effective correspondence.
- Ability to maintain a valid WI Driver's License.
- Ability to establish and maintain effective working relationships and communication with other Village personnel, outside agencies, and the general public.
- Ability to respond tactfully, clearly, concisely, and appropriately to inquiries from the public.
- Ability to type at a speed necessary for successful job performance.
- Ability to independently prepare clear, concise, and accurate records, reports, and correspondence.
- Ability to maintain confidentiality of information.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Ability to obtain and maintain a valid Wisconsin Driver's license.
- Keep well informed and proficient in computer skills and computer applications.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, walk and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. The Employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate to high based on operation of equipment.

Created 02/04/2020



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MEMORANDUM

To: Village Board

From: Kamron Nash, P.E., Village Public Works Director

Date: September 9, 2026

Re: Discussion and Action on Proposal from Green For Life (GFL) for an Extension of the Municipal Solid Waste and Recycling Contract

PURPOSE:

To present an update to the Village Board from GFL for a 5-year extension of the Municipal Solid Waste and Recycling Contract for consideration.

BACKGROUND:

At the June 11th Village Board meeting, staff presented two proposals from GFL for a contract extension. Staff were given direction to ask GFL to “sharpen their pencils” and to verify the language related to rate adjustments in Section 10. In addition, staff inquired about options for yard waste.

“Sharpen Pencils” Request

GFL has advised that they are willing to keep the Premium UTD Service Fee at the existing rate in 2027, after which it would increase annually per the existing terms set forth in Section 10. This change in the proposal is likely due to staff bringing to their attention that the previous UTD rate increases were implemented improperly in the past. Had the rate increases followed the agreement, the existing rates for manual collection areas and automated collection areas would be no more than \$95.40/year and \$143.10/year, respectively. The current rates are \$115.00/year and \$175.00/year. A table depicting the current and proposed costs is attached to the end of this memo for reference.

Verify Rate Increase Language

GFL has confirmed that the language in the current agreement regarding calculation of annual increases will remain the same. The existing agreement also states that the Premium UTD Service Fee rate increase will follow the provisions of Section 10, and GFL has advised this will not change. Section 10 Rate Adjustments reads as follows:

10. **Rate Adjustments:** In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be increased annually on January 1 each calendar year beginning in 2023, by the greater of either (a) 1.5% or (b) the annual Consumer Price Index report as provided by the U.S. Bureau of Labor Statistics (CPI-U, Midwest, All Items; September release), but shall not exceed 4.5%. The rates charged by Contractor shall further be changed on a pro-rata basis to reflect any changes in costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by written documentation provided by Contractor to the Village on an annual basis at minimum. The rates set forth may be decreased on a pro-rata basis to reflect any decreased costs due to any change or interpretation in law, rule or regulation, which decreases shall be evidenced by written documentation provided by Contractor to the Village. The rates set forth herein are for Collection Services performed in the normal and ordinary course. If an event results in Solid Waste, Bulky Waste or Recyclables being generated in excess of the normal and ordinary course, then the Contractor and Village will negotiate in good faith the rates applicable to such additional services.

Yard Waste Options

Collection Services for Whole Community

Yard waste collection occurs on 11 Saturdays throughout the growing season. The proposed rate per month for continuing this service includes a \$2.25/month charge per household, or \$27/year.

**Note that staff inquired about addition of another collection in mid-July, as we frequently will get calls from residents during the summer for yard waste disposal (generally after storm events). GFL responded that they typically perform all community yard waste collection on the same Saturday due to staffing constraints. They do not wish to bring a crew in for a couple of stops during mid-summer due to cost.*

Sticker Program

GFL has successfully implemented a sticker program with other municipalities. Residents are able to have stickers mailed to them, or they may stop by the Hartland office to pick them up. Yard waste bags are the standard paper bags that may be purchased at local hardware stores. Their current cost for stickers is \$4/sticker (one sticker per bag of waste), with a minimum purchase of 10 stickers. Pickups may be scheduled on an as-needed basis with their dispatch. This option would provide a \$27/year savings to residents who do not need or desire to utilize the yard waste collection program.

RECOMMENDATION:

Staff are looking for feedback from the Village Board on the proposed change to the Premium UTD Service Fee and on yard waste collection. In the event the Board is comfortable moving forward with the updates to the proposal provided by GFL, staff will work with GFL to bring forward a draft agreement for review and potential action at the October regular Village Board meeting. Staff may invite a representative from GFL, if desired.

ATTACHMENTS: Email correspondence with GFL (*dated June 25 – September 9, 2026*)

2021 – 2026 Municipal Solid Waste and Recycling Contract
(*dated December 6, 2021*)

FISCAL IMPACT: To be determined, based on Village Board direction.

RECOMMENDED MOTION: To be determined, based on Village Board direction.

Automated/Manual Collection (Status Quo)				
	2026 (Current)	2027 Proposal (Initial)	2027 Proposal (Revised)	
Trash Collection Fee (\$/unit/month)	\$ 9.01	\$ 9.20	\$ 9.20	
Recycling Collection Fee (\$/unit/month)	\$ 4.95	\$ 5.05	\$ 5.05	
Yard Waste Collection Fee (\$/unit/month)	\$ 2.19	\$ 2.25	\$ 2.25	
MSW Disposal, State Tip, County/Local Fees	\$ 46.57	\$ 47.80	\$ 47.80	
Annual Fee per unit	\$ 229.00	\$ 234.00	\$ 234.00	2.14% increase
Premium UTD Service Fee (Automated Area)	\$ 175.00	\$ 250.00	\$ 175.00	0% increase in 2027; thereafter per Section 10 rate adjustment
Premium UTD Service Fee (Manual Area)	\$ 115.00	\$ 170.00	\$ 115.00	0% increase in 2027; thereafter per Section 10 rate adjustment
Up-The-Drive Service (Whole Community)				
	2026 (Current)	2027 Proposal (Unrevised)		
Trash & Recycling Collection Fee (\$/unit/month)		\$ 37.50		
Yard Waste Collection Fee (\$/unit/month)	\$ 2.19	\$ 2.25		
MSW Disposal, State Tip, County/Local Fees	\$ 46.57	\$ 47.80		
Annual Fee per unit	\$ 229.00	\$ 513.00	55.36% increase	
*Both options include fuel surcharge of \$0.5% for every dime over \$4.50				

From: [Douglas Wrecke](#)
To: [Kamron Nash](#)
Cc: [James Sheffield](#); [Henry Pinkos](#); [Debbie Michael](#); [Ashley Lisowski](#)
Subject: Re: GFL - Pricing Options
Date: Wednesday, September 9, 2026 12:27:37 PM

Kamron,
Prices will stay the same for 2027. To keep the pricing consistent, anyone who chooses the UTD service will pay what the current customers are being charged. Anyone choosing the UTD service in 2028 would then pay the same as current customers after the increase is applied.

Thanks,
Doug

On Wed, Sep 9, 2026 at 11:34 AM Kamron Nash <pwdirector@villageofsummitwi.gov> wrote:

Hi, Doug.

One additional question on UTD service fees. You mentioned that existing customers would continue to have the 2026 UTD rate in 2027, with annual increases thereafter. Does this same rate apply to any Village residents who wish to opt into the UTD service in the future? I would imagine it would be difficult to manage two separate rate structures, and the Village would want to ensure the rates are consistent for all residents and that the premium service is offered to anyone who wishes to utilize it.

Thank you,

Kamron

From: Douglas Wrecke <dwrecke@gflenv.com>
Sent: Thursday, August 20, 2026 10:14 AM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Cc: James Sheffield <james.sheffield@gflenv.com>; Henry Pinkos <hpinkos@gflenv.com>; Debbie Michael <administrator@villageofsummitwi.gov>; Ashley Lisowski <ashley.lisowski@gflenv.com>
Subject: Re: GFL - Pricing Options

Good morning. We typically conduct all community yardwaste pickups on the same Saturday due to staffing. We want to maintain consistency with all of the communities and

July tends to be a drier month, it would not be cost efficient for us to bring a crew in for just a couple of stops.

Thanks,

Doug

On Thu, Aug 20, 2026 at 8:31 AM Kamron Nash <pwdirector@villageofsummitwi.gov> wrote:

Thanks, Doug.

I think we're on track to move forward with an amended agreement. We have a Village Board meeting on September 10th, and I can share this information with the Board. They will likely determine if they wish to change to the sticker program for yard waste at that time. They may have additional questions, but I believe we can make any needed adjustments and get final approval in October (barring any unforeseen issues).

I do have one additional question regarding the yard waste. Would you be able to adjust the collection dates to include an additional collection in mid-July? Currently, there is no collection in July, and one collection in each of August and September. We often receive calls from residents during July every year, especially if we've had severe storms. Some residents burn, but others are in areas where this isn't feasible.

Thank you,

Kamron

From: Douglas Wrecke <dwrecke@gflenv.com>

Sent: Wednesday, August 19, 2026 4:37 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: James Sheffield <james.sheffield@gflenv.com>; Henry Pinkos <hpinkos@gflenv.com>; Debbie Michael <administrator@villageofsummitwi.gov>; Ashley Lisowski <ashley.lisowski@gflenv.com>

Subject: Re: GFL - Pricing Options

Moving forward in 2028 we will follow the projected rate Adjustment provision in Section 10.

Thanks,

Doug

On Wed, Aug 19, 2026 at 3:03 PM Kamron Nash <pwdirector@villageofsummitwi.gov> wrote:

Thanks for the information, Doug. What would the rate increase look like for 2028 and beyond? Would it match the existing Rate Adjustment provision in Section 10?

Thank you,

Kamron

From: Douglas Wrecke <dwrecke@gflenv.com>

Sent: Wednesday, August 19, 2026 1:40 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: James Sheffield <james.sheffield@gflenv.com>; Henry Pinkos <hpinkos@gflenv.com>; Debbie Michael <administrator@villageofsummitwi.gov>; Ashley Lisowski <ashley.lisowski@gflenv.com>

Subject: Re: GFL - Pricing Options

Kamron,

Regarding the overage of existing customers utilizing the Up-the-Drive service under the current contract, GFL did not implement any rate increases for the first two years of the agreement. However, to address your concerns and ensure fairness for existing customers, GFL is willing to forgo the 2027 rate increase for them. This service is clearly a favorite among residents, and our community feedback strongly reinforces its importance. Keeping it available is essential to meeting the high standards the Village residents expect.

Please let us know if this option works for the Village Board so we can finalize the details.

Best regards,

Doug

On Tue, Aug 18, 2026 at 1:34 PM Kamron Nash

<pwdirector@villageofsummitwi.gov> wrote:

We wouldn't necessarily need a street view. Just wondering if you have a copy of the flyer you plan to leave for residents that you referenced below that you could share with us for a website post and email news release. A date would be helpful, as we could get the information out in front of the transition. It may help reduce calls for both of us.

Thank you,

Kamron

From: Douglas Wrecke <dwrecke@gflenv.com>

Sent: Tuesday, August 18, 2026 1:32 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>; James Sheffield <james.sheffield@gflenv.com>

Cc: Henry Pinkos <hpinkos@gflenv.com>; Debbie Michael <administrator@villageofsummitwi.gov>; Ashley Lisowski <ashley.lisowski@gflenv.com>

Subject: Re: GFL - Pricing Options

Kamron,

Residents would need a sticker for each bag they have. Would you be looking for a Google Earth View? We can also coordinate a date for the switch that makes it easiest for everyone.

On Tue, Aug 18, 2026 at 1:01 PM Kamron Nash

<pwdirector@villageofsummitwi.gov> wrote:

Thanks for the response, Doug. Please see below in **RED** for follow up questions/comments.

We are also still waiting on a response regarding the overcharge of existing customers who utilize the up-the-drive service under the current contract.

Thank you,

Kamron

From: Douglas Wrecke <dwrecke@gflenv.com>
Sent: Tuesday, August 18, 2026 12:49 PM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Cc: Henry Pinkos <hpinkos@gflenv.com>; Debbie Michael <administrator@villageofsummitwi.gov>; Ashley Lisowski <ashley.lisowski@gflenv.com>
Subject: Re: GFL - Pricing Options

Hi Kamron,

In regards to your inquiries below, please see our comments:

1. GFL would be more than happy to implement a sticker program for the Village of Summit. We currently use this successfully with several other local municipalities. Residents can call to have stickers mailed to them or stop by our Hartland office to pick them up. Residents can purchase the yard waste bags we use at any local hardware store. Our current price for yard waste stickers is \$4 per sticker, with a minimum purchase of 10 stickers. Once they have these items, they can schedule their pickups as needed with our local office. **Would each sticker be for an individual bag, or for a single collection date (e.g., multiple bags on same day)?**

2. In regard to the subscription 'up the drive' service, this is a premium service that GFL offers. The costs of maintaining these vehicles, injuries to our workforce due to manual lifting, and labor are continually increasing. A number of residents utilize the up-the-drive service to the point that GFL is driving through the entire Village twice: once with the automated trucks and once with the manual pickups.

To maintain the current monthly per-home rate for the Village and continue offering the 'up the drive' service, these are the rates required for the residents. I will pass this information on to the Village Board for consideration.

3) We also have a safety concern regarding the residents on the attached map highlighted in Blue. Our manual drivers exit pickup trucks on Hwy 18 and step into traffic to collect these residents' waste from the curb. In the next week or so we would like to deliver carts to these residents and pick up their waste using the automated truck. We would leave flyers with the carts to inform the residents which week their recycling would be collected. The attached map also includes the addresses of these residents. Would you be able to provide us with a digital image of the flyer? We could also post to our website and send out emails to subscribers.

Please let us know if you have any questions.

Thanks,

Doug

On Wed, Aug 5, 2026 at 1:08 PM Kamron Nash
<pwdirector@villageofsummitwi.gov> wrote:

Good afternoon.

I am following up on my emails from late June and late July below. We are hoping to continue moving forward in the coming weeks, as the end of 2026 is quickly approaching.

Thank you,

Kamron

From: Kamron Nash
Sent: Monday, July 27, 2026 9:39 AM
To: 'Henry Pinkos' <hpinkos@gflenv.com>
Cc: Debbie Michael <administrator@villageofsummitwi.gov>
Subject: RE: GFL - Pricing Options

Hi, Henry.

Following up on our questions below. Has anyone been able to review and provide some feedback?

Thank you,

Kamron

From: Henry Pinkos <hpinkos@gflenv.com>
Sent: Friday, June 26, 2026 9:24 AM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Cc: Debbie Michael <administrator@villageofsummitwi.gov>
Subject: Re: GFL - Pricing Options

Happy Friday!

Let me get these inquiries off to the appropriate parties and follow up with you as soon as possible.

Thanks,

On Thu, Jun 25, 2026 at 3:44 PM Kamron Nash
<pwdirector@villageofsummitwi.gov> wrote:

Hi, Henry.

Thanks for following up. It's been super busy here, and I had been meaning to reach out to you after our most recent Village Board meeting. To summarize, the Village Board is interested in working with GFL to finalize a contract extension continuing with the current collection structure. However, they have the following comments/questions regarding the proposal:

1. **Is there an option to eliminate the Yard Waste Collection for all residents and implement a "Sticker" program in which individual property owners are able to request yard waste pick-up for the year or to request individual pick-ups at a predetermined extra charge?**
 - We have areas in the Village that utilize this service frequently and others that do not use it at all, and the Board does not believe it's good practice to require everyone to pay for this service collectively.
2. **The proposed Subscription Up-the-Drive Services costs are extremely high when compared to existing costs, and the Board would like to see if there is room to negotiate these fees. They also wish to understand if the language in Exhibit D will remain the same as the existing agreement.**
 - Since the Village (and at least one other community in the area) have up-the-drive services and GFL already has equipment to accommodate, there are concerns as to why this cost is suddenly so inflated. There is a request to work with you to reduce these costs, particularly since there are concerns that GFL has been implementing inflated fees that do not comply with the existing contract (see below for more information).

There was a significant amount of discussion at the meeting about the existing rates that are being charged to customers for the Subscription Up-the-Drive Service. Exhibit D of the existing agreement provides a clause that states "The rate for Subscription Up-the-Drive Services shall be adjusted on an annual basis per Rate Adjustment per section 10. Rate Adjustments." This is included for both Manual Collection Areas and Automated Collection Areas. However, this increase does not appear to have been implemented properly over the past five years. The maximum increase should be no more than 4.5% annually per Section 10, yet the current rates are at \$115/year and \$175/year for Manual and Automated, respectively.

Year	Manual Collection Area	Automated Collection Area
2022	\$80/year (per contract)	\$120/year (per contract)

2023	\$83.60/year (4.5% ↑)	\$125.40/year (4.5% ↑)
2024	\$87.36/year (4.5% ↑)	\$131.04/year (4.5% ↑)
2025	\$91.29/year (4.5% ↑)	\$136.94/year (4.5% ↑)
2026	\$95.40/year (4.5% ↑)	\$143.10/year (4.5% ↑)

It appears that residents have been overcharged for at least a portion of the last 5-year period, per the existing agreement. Is GFL willing to refund the overages to individual property owners?

I look forward to discussing with you.

Thank you,

Kamron

From: Henry Pinkos <hpinkos@gflenv.com>
Sent: Thursday, June 25, 2026 10:46 AM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Subject: GFL - Pricing Options

Good morning Kamron,

I hope you're having a great week so far. I wanted to touch base to see if there has been any movement for the numbers sent over to you a couple weeks ago. If so, let me know when you can. If there are any additional questions, please don't hesitate to reach out.

Thanks,

--

Henry Pinkos | Government Contracts Manager

GFL Environmental

W144 S6350 [College Ct. Muskego, WI 53150](#)

| C (262) 350-5074 | hpinkos@gflenv.com | www.gflenv.com

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Douglas Wrecke | General Manager I

GFL Environmental

[630 E Industrial Drive Hartland, WI 53029](#)

| C (920) 385-3007 | dwrecke@gflenv.com | www.gflenv.com

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VILLAGE OF SUMMIT

Municipal Solid Waste and Recycling Contract

GFL Solid Waste Midwest, LLC

Exclusive Solid Waste and Recycling collection and disposal contract made
between the Village of Summit, WI and GFL Solid Waste Midwest, LLC.

VILLAGE OF SUMMIT

**EXCLUSIVE SOLID WASTE, RECYCLABLES AND BULKY WASTE COLLECTION &
DISPOSAL CONTRACT**

THIS CONTRACT ("Contract") is made and entered into this 9 day of December, 2021, by and between the Village of Summit, a Wisconsin municipality (hereinafter called "Village") and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the Village recognizes that it is desirable that provisions be made for the regular and efficient collection, disposal and processing of Solid Waste and Recyclables within the legal boundary limits of the Village; and,

WHEREAS, the Village desires that an independent contractor be utilized to perform Solid Waste and Recyclables collection services within the legal boundary limits of the Village and further desires to enter into a contract granting the Contractor the exclusive right to collect Solid Waste and Recyclables from each Household Unit entitled to it within the Village limits.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Village hereby grants to Contractor and Contractor hereby accepts from Village, the exclusive right and obligation to collect and dispose of residential Solid Waste, Recyclables and Bulky Waste accumulating in the normal course within the legal boundary limits of the Village during the term hereof, subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

A. "Automated Approved Container" means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid.

B. "Bulky Waste" means waste items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an Approved Container, thus too large or too bulky to be collected by Contractor as part of its normal collection. Such items include, but are not necessarily limited to mattresses and box springs, household furniture (couches, chairs, tables, cabinets, dressers, etc.), dismantled swing sets, plastic

swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets (no longer than four feet in length and 12 inches in diameter), sinks, laundry tubs, windows, doors, lawn mowers and snow throwers with no gas and oil in them, lumber (if free of nails, bundled and tied and no larger than 4 feet long by 18-inches in diameter), and other similar items.

C. **“Village”** shall mean the Village of Summit, a Wisconsin municipality.

D. **“Contractor”** shall mean GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company.

E. **“Customer”** shall mean an owner or occupant of a Household Unit.

F. **“Household Unit”** shall mean all single-family residences and multi-family residential dwelling units up to four (4) units (including apartments and condominiums). For purposes of this Contract, a single family dwelling shall be counted as one Household Unit, a two family dwelling shall be counted as two Household Units, and so on. Multi-family dwelling units of five (5) or more units, and businesses and other industrial structures shall not be included in this Contract, unless by written approval of Village.

G. **“Joint MRF”** shall mean the Waukesha County/Village of Milwaukee Joint Material Recovery Facility (MRF) located at 1401 W. Mt. Vernon Avenue, Milwaukee, Wisconsin.

H. **“Multi-Family Dwelling”** shall mean a residential dwelling unit consisting of five or more residential dwelling units. Multi-Family Dwelling Units shall not be subject to this Contract, unless by written approval of Village.

I. **“Recyclables”** shall mean single stream recyclable materials including plastics, glass containers, cardboard, newspaper, mixed paper, tin, steel and aluminum cans, or other recyclable items identified by Waukesha County.

J. **“Set-out Site”** means the location that is no greater than four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Approved Containers and Bulky Waste for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Village or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

K. **“Solid Waste”** shall mean nonhazardous municipal solid waste materials generated in the normal and ordinary course by Household Units within the Village, including garbage, refuse, trash, rubbish, and other discarded or materials. The term “Solid Waste” specifically

excludes Unacceptable Waste or other types of materials which require special handling and disposal. Household Units shall dispose of all Solid Waste in Approved Containers.

L. **“Manual Collection Area”** means the area determined by Contractor where Collection of Solid Waste and Recyclables must be completed utilizing a vehicle that can be driven on roadways in areas where larger automated collection have limited access.

M. **“Unacceptable Waste”** means (a) waste and materials that are not part of the Services contemplated hereunder, (b) hazardous waste, biomedical waste, special waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, ammunition of any type, dead animals, and firearms, (c) yard waste such as tree debris, stumps, plants, cut grass, etc., (d) electronics, (e) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (f) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

N. **“Yard Waste”** means brush, tree branches, grass clippings or other vegetative matter resulting from landscaping maintenance, excluding root ball systems.

O. **“Manual Collection Area-Approved Containers”** shall mean a container not to exceed thirty-two (32) gallons in capacity for the deposit of either Solid Waste or Recyclables subject to collection by Contractor pursuant to this Contract. Contractor shall supply one (1) container that is thirty-two (32) gallons in capacity for Recyclables to each Household Unit.

2. **Term:** The term of this Contract shall commence January 1, 2022, (the “Commencement Date”) and expire December 31, 2026 (the “Initial Term”). This Contract may be renewed upon mutual agreement of the parties for an additional successive renewal term of three (3) years (“Renewal Term”). Either party shall provide the other party with written notice via Certified Mail, of its intent not to renew at least ninety (90) days, but no sooner than one hundred fifty (150) days, prior to the expiration of the Initial Term. (The “Initial Term” and any “Renewal Term” are referred to herein as the “Term”).
3. **Scope of Work:** The work under this Contract shall consist of collection by Contractor of Solid Waste, Bulky Waste, Recyclables and Yard Waste generated in the normal and ordinary course by Household Units within the Village and the transportation and disposal of all such items in accordance with applicable State and Federal laws and regulations, Village ordinances and related

permit(s) issued to Contractor (collectively, the “Collection Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Collection Services in accordance with the terms of this Contract. Collection of Solid Waste, Bulky Waste, Recyclables and Yard Waste by Contractor shall be mandatory for all Household Units in the Village, and all such Household Units shall be required by the Village to use the Collection Services to be provided exclusively by Contractor pursuant to this Contract. The scope of the Collection Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto. The Village hereby grants to Contractor the right, and Contractor hereby accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by Household Units within the legal boundary limits of the Village as its legal limits may be modified from time to time by annexation during the term of this Contract (collectively the “Collection Services”). Other private or public refuse collectors shall not be permitted by the Village to provide Collection Services to Household Units within the legal boundary limits of the Village during the term of this Contract.

4. **Solid Waste and Bulky Waste Collection:** Contractor shall collect Solid Waste that is timely placed at the Set-out Site no later than 6:30 a.m. by Customers. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Automated Approved Container. Bulky Waste shall be placed at the Set-out Site for collection and Customer shall contact Contractor in advance to arrange for collection. Contractor shall not comingle Solid Waste from the Village with Solid Waste from other municipalities, nor shall Contractor comingle Solid Waste with Recyclables. Please see Exhibit B for further clarification as provided in the RFP documents. Any Contractor request to change collection day shall be provided in writing and will require written approval by the Village Administrator, which request shall not be unreasonably denied. Contractor shall be responsible for all costs necessary to adequately notify residents of any day change.

4A. The Collections provided in the Manual Collection Area shall be on a weekly basis.

Customer shall place Solid Waste in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

4B. Village and Customers shall be allowed to deliver Bulky Waste or additional Solid Waste at the GFL Transfer Station located at 630 East Industrial Drive in Hartland, Wisconsin.

Customer shall show proof of residency within the Village, and Contractor shall accept materials at no additional charge to the Customer. Disposal rates shall be charged per Exhibit A. Items accepted for disposal shall be limited to material that is accepted in a Wisconsin landfill.

5. **Equipment and Time of Pickup:** Solid Waste and Recyclables collection shall occur between 6:30a.m. and 6:00 p.m., on a weekly basis on the same day. Any change to the collection day shall be provided in writing and will require written approval by the Village, which shall not be unreasonably denied. Contractor shall be responsible for all costs related to informing Household Units of any change to collection day. Contractor's equipment shall be clearly marked with Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of any materials onto the public streets or properties adjacent thereto. Any collections that have to be cancelled due to inclement weather will be collected on the following business day. Any collections that were missed and were set out by 6:30 a.m. on day of collection shall be collected at no additional cost within one business day following notification of missed pick-up. When Contractor does not make a collection because of a violation of this Contract by the Customer, Contractor shall promptly inform Customer by means of a non-collection notice posted at the Customer's property when and why a collection was not made. Customer shall have the ability to reschedule a pickup for a cost of \$20, to be charged directly to the Customer. Contractor shall handle all containers with care and place them within 5 feet of the Set-out Site, upright and with lid on top.
6. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste and Bulky Items collected hereunder to a licensed landfill, including the Contractor's designated disposal site, that being either the GFL Emerald Park Landfill located in Muskego, Wisconsin; or the GFL Glacier Ridge Landfill located in Horicon, Wisconsin. Fees for disposal are included in the rates set forth in Exhibit A. In the event the Village designates a disposal facility other than those listed previously, then any increase in costs hereunder shall be the responsibility of the Village, and will be reimbursed to the Contractor by the Village as incurred.
7. **Recyclables Collection:** Contractor shall collect Recyclables that are timely placed at the Set-out Site no later than 6:30 a.m. by Customers on the day of collection on a bi-weekly basis. All Recyclables subject to collection by Contractor pursuant to this Contract shall be placed in Automated Approved Container. The Contractor shall comply with the provisions below, which are required to maintain eligibility for access to the Joint MRF, pursuant to an intergovernmental agreement (IGA) between the Village and Waukesha County. The purpose of the IGA is to provide County financial support to the Village, for recycling containers and the direct haul of Recyclables to the Joint Village/County MRF in Milwaukee ("Joint MRF"). Customers shall use the Approved Recyclables Containers only for the purpose for which they are intended and shall not make any

alterations or improvements thereto. Any Contractor request to change collection day shall be provided in writing and will require written approval by the Village Administrator, which request shall not be unreasonably denied. Contractor shall be responsible for all costs necessary to notify residents of any day change.

7A. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Recyclables in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

A. Approved Recyclables Container Provisions

- i. Container Standards. All Approved Recyclables Containers shall be for single sort recyclables and shall meet County standards for in-mold labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a ten (10) year warranty and shall remain the property of the Contractor.
- ii. Replacement Containers. In the event a Household Unit requires a replacement Approved Recyclables Container due to theft, negligence or damage beyond normal wear and tear, a fee of \$45 shall be charged to the Household Unit for the 32 gallon containers, and \$75 for the 95 gallon containers.
- iii. Distribution and Use of Approved Recyclables Containers. Contractor shall distribute one (1) 32 gallon or (1) 95 gallon Approved Recyclables Container to each Household Unit within the Village. If Contractor observes any misuse of an Approved Recyclables Container by a Customer then Contractor shall notify any such Customer at the time such misuse is observed by posting a notice at the property, and shall track and report a summary of non-compliance to the Village monthly.
- iv. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each Approved Recyclables Container upon delivery as noted above. The educational materials will be provided to the Village by Contractor at no cost to the Village.
- v. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by February 1 each year during the Term consisting of the number and size(s) of Approved Recyclables Containers used within the Village, including the number of Household Units that were provided two (2) 32-gallon Approved Recyclables Containers.

B. Direct Haul Provisions

- i. Direct Haul. Contractor shall deliver all Recyclables collected by Contractor pursuant to this Contract to the Joint MRF.
 - ii. Delivery Protocol. Contractor shall coordinate delivery times with the Joint MRF operator (i.e., Republic) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all Recyclable deliveries to the Joint MRF pursuant to this Contract, Contractor shall comply with County protocol, which is subject to periodic updates to meet the stated intent.
 - iii. Record Keeping and Reports. Contractor shall keep records of its Recyclables collection pursuant to this Contract and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of Recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect Recyclables.
 - iv. Alternate Processing. In the event the Joint MRF is unable to accept Recyclables, the Contractor shall deliver Recyclable materials to an alternate location as directed by the County. Any additional transportation and processing costs will be paid to Contractor by the Village.
- 8. **Yard Waste Collection:** Contractor shall collect Yard Waste that is timely placed at the Set-out Site no later than 6:30 a.m. by Customers per schedule. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Yard Waste subject to collection by Contractor pursuant to this Contract shall be placed in compostable bags or containers not to exceed thirty-two (32) gallons in capacity, and shall not have a gross weight of more than fifty (50) pounds. Tree limbs and branches shall be bundled, not to exceed four feet in length, and not to exceed twelve inches in diameter. Yard Waste shall be collected eleven (11) times on an annual basis.
- 9. **Rates:** The monthly rates shall be set forth in Exhibit A.
- 10. **Rate Adjustments:** In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be increased annually on January 1 each calendar year beginning in 2023, by the greater of either (a) 1.5% or (b) the annual Consumer Price Index report as provided by the U.S. Bureau of Labor Statistics (CPI-U, Midwest, All Items; September release), but shall not exceed 4.5%. The rates charged by Contractor shall further be changed on a pro-rata basis to reflect any

changes in costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by written documentation provided by Contractor to the Village on an annual basis at minimum. The rates set forth may be decreased on a pro-rata basis to reflect any decreased costs due to any change or interpretation in law, rule or regulation, which decreases shall be evidenced by written documentation provided by Contractor to the Village. The rates set forth herein are for Collection Services performed in the normal and ordinary course. If an event results in Solid Waste, Bulky Waste or Recyclables being generated in excess of the normal and ordinary course, then the Contractor and Village will negotiate in good faith the rates applicable to such additional services.

11. **Contractor Provided Approved Containers:**

A. Contractor shall provide one (1) Automated Approved Container for Solid Waste and one (1) Automated Approved Container for Recyclables to each Household Unit within the Automated Collection Areas. Contractor will replace, without cost, any Approved Container damaged by Contractor during the collection process. Any Approved Container damaged by a Customer beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged to and paid by the Household Unit at a fee of \$75 per Automated Approved Container. All Automated Approved Containers furnished by Contractor for use by Customers shall, while in the possession and control of the Customer, remain the property of Contractor, and neither the Customer nor the Village shall have any ownership rights to such Automated Approved Containers. Customers shall use the Automated Approved Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

B. Contractor shall provide one (1) Manual Collection Area-Approved Container for Recyclables to each Household Unit within the Manual Collection Area. Contractor will replace, without cost, any Approved Container damaged by Contractor during the collection process. Any Approved Container damaged by a Customer beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged to and paid by the Household Unit at a cost of forty-five dollars (\$45) per Manual Collection Area-Approved Container. All Manual Collection Area-Approved Containers furnished by Contractor for use by Customers shall, while in the possession and control of the Customer, remain the property of Contractor, and neither the Customer nor the Village shall have any ownership rights to such Manual Collection Area-Approved Containers. Customers shall use the Manual Collection Area-Approved

Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

12. **Payment to Contractor:** Contractor shall submit invoices directly to the Village on a monthly basis for services rendered hereunder for the prior month based on the number of Household Units and tonnage of Solid Waste collected and disposed of within the Village. On a monthly basis, the Village shall notify Contractor of any new or removed Household Units within the Village. At any time during the Term, either party may request a physical Household Unit Count (but no more frequent than once each calendar year) whereby representatives from both the Village and the Contractor shall jointly conduct a physical count of the number of Household Units and the number of Approved Containers in the Village. In the event of any dispute concerning the number of Household Units then a joint physical count of the number of Household Units shall prevail. All Household Unit Counts shall be effective prospectively and shall not be effective retroactively. The Village shall pay Contractor the full amount invoiced, regardless of the amount actually collected by the Contractor from the Household Units in the Village, within thirty (30) days after the date of Contractor's invoice. Additional services requested by a Customer (such as a call back collection, additional collection, collection of materials not included in this contract, or rental of a dumpster) shall be arranged and billed directly to the Customer and not to the Village.

13. **Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues. As such, Contractor shall provide a live operator and telephone answering service from 7:30 a.m. until 4:30 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding Collection Services provided by Contractor. The location for the Call Center shall be Hartland, Wisconsin. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receipt of the complaint by Contractor.

Contractor shall clean up litter when caused by debris not being placed appropriately and securely within the Contractor's equipment. Contractor will prevent oil, hydraulic fluid, paint or other liquid from leaking out of vehicles. Contractor will, without undue delay, clean up leaked fluids with absorbent materials, remove same from the ground and apply cleaning agents to soiled surface. All solid waste and recyclable materials shall be collected and transported in such a manner as to avoid damage or destruction to any property and injury or death to any person and to prevent falling or spilling of material.

14. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein. Any increases in the costs of such licenses and permits, or the cost of any newly required license or permit during the course of this Contract will be the responsibility of the Village and will be billed by Contractor as incurred.
15. **Indemnification and Insurance:** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile/Vehicle Liability, and Commercial General Liability insurance. The Contractor agrees to furnish the Village certificates of insurance and all required endorsements to reflect that such insurance has been procured and is in force upon request.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Village, its elected and appointed officials, officers, employees, and authorized representatives, to be named as an additional insured on the Commercial General Liability Policy, excess liability policy, and the Automobile/Vehicle Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Contract shall be written with a carrier whose A.M. Best rating is not less than A+. Prior to commencement of Contractor's Services, Contractor shall provide Village with certificates of insurance and endorsements evidencing the same. Coverage shall be written on a primary and non-contributory basis. Waivers of subrogation

in favor of the Village must be endorsed on the Contractor's coverages for all insurance required and provided to the Village. All insurance policies shall be endorsed to provide the Village with 30 days notice of cancellation of insurance and 10 days notice of non-renewal.

A. In any and all claims against an indemnified party, its elected and appointed officials, officers, employees or authorized representatives, or authorized volunteers by an employee of an indemnifying party, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No part of this Indemnity Provision shall give rise to any duties not otherwise provided for by this Contract or by operation of law. No part of this Indemnity Provision shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist under this Contract or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Contract. Any conflict or ambiguity arising between any indemnity provisions in this Contract shall be construed in favor of indemnified parties except when such interpretation would violate the laws of Wisconsin.

The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The indemnifying party's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, or authorized volunteers.

B. The Contractor will indemnify, defend and hold harmless the Village, its officers, agents, and employees from and against all claims, suits, damages and losses arising out of the negligent or intentional act(s) or failure(s) to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Contract; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Village harmless from any such damages that result from, are due to or arise solely from the acts of, or any failure to act by, the Village or its employee(s).

C. **Pollution Liability Coverage.** Contractor shall provide coverage for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs, (including but not limited to, expenses required by environmental laws or incurred by Federal, State, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for Contractor's indemnification of the Village. Contractor's general liability policy may be endorsed to provide the required pollution liability coverage.

D. The Village shall be named as an "Additional Insured", and Contractor's insurance coverage shall be primary insurance with respect to the Village. Any insurance, self-insurance, or insurance pool coverage maintained by the Village shall be excess of Contractor's insurance and shall not contribute to it.

16. **Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the Village.
17. **Legal Holidays:** The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a Holiday falls on the normally-scheduled collection day or falls on the same week prior to the normally-scheduled collection day, the Contractor shall provide Collection Services one day later for each of the normally-scheduled collection days remaining in that week, including Saturday. For example, if the normally-scheduled collection day is Friday during the week of Memorial Day, the collection day will be delayed to Saturday.
18. **Force Majeure:** If, and to the extent Contractor is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, riots, or other causes beyond its control (a "Force Majeure Event"), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default. Contractor shall work with the Village to work around a Force Majeure Event and shall resume its duties and obligations as soon as possible following cessation of the Force Majeure Event.

19. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

Emergency Services may be needed during a natural disaster or man-made disaster. Should such services be required, Contractor agrees to provide Emergency Services as outlined in Exhibit C. Fees identified therein are subject to rate adjustments as identified above for the year services are provided.

20. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

If to the Village:

Village of Summit
Village Administrator-Clerk/Treasurer
37100 Delafield Road
Summit, WI 53066

If to the Contractor:

GFL Environmental Services
Attn: Municipal Market Manager or General Manager
630 Industrial Drive
Hartland, WI 53029

21. **Default:** The occurrence of any of the following shall constitute a default ("Default") by Contractor.

1. Contractor's failure to adequately and timely perform or deliver the required Collection Services;
2. Contractor becomes insolvent or does not or cannot pay or admits in writing to its inability to pay its debts as they mature;
3. Contractor makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets;
4. Contractor becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code or files a petition in bankruptcy, for reorganization, or to affect a plan or other arrangement with creditors;
5. Contractor has a petition or application filed against it in bankruptcy or any similar proceeding or has such a proceeding commenced against it, and such petition, application, or proceeding shall remain undismissed for a period of ninety (90) days

or the Contractor files an answer to such petition or application, admitting the material allegations thereof;

6. Contractor applies to a court for the appointment of a receiver or custodian for any of its assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment;
7. Contractor adopts a plan of complete liquidation of its assets;
8. Contractor makes a material misrepresentation to Village;
9. Contractor fails to perform any material provision of this Contract.

The occurrence of any of the following shall constitute a default by Village:

1. Village makes a material misrepresentation to Contractor;
2. Village fails to perform any material provision of this Contract.

If either party Defaults in this Contract for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract; (ii) bring an action for specific performance; or (iii) bring an action for money damages. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative. .

To ensure the performance of this Contract, Contractor will provide a performance bond (Bond) from an insurance company licensed to transact business in the State of Wisconsin. The surety instrument must authorize the beneficiary Village to draw, in one or more drawings, not more than three (3) months of the estimated service costs of the Village when there is a default by Contractor. This section shall survive the termination of the contract for one (1) year. The surety instrument must be transferable to any successor or assigns of the Village.

22. **Dispute Resolution.** The parties agree to participate in good faith to resolve any dispute, claim or controversy ("Disputes") arising out of or relating to this Contract. If the Dispute is not resolved by negotiation it shall be resolved in Wisconsin Circuit Court, Waukesha County. The laws of the State of Wisconsin shall apply to any dispute and the parties stipulate that venue is appropriate in Waukesha County.

23. **Reports.** Contractor shall prepare and submit monthly reports consisting of a summation of the

amount of Solid Waste, Recyclables, and Bulky Wastes are collected pursuant to this Contract. Reports shall also include a Summary of Customer issues / complaints reported during the period along with the resolution of such issue.

24. **Miscellaneous:**

- A. **Applicable Law.** This Contract is to be construed according to the statutes and laws of the State of Wisconsin.
- B. **Severability.** If any term, covenant, condition or provision of this Contract shall be construed to be illegal, invalid or unenforceable, the Parties agree to meet and negotiate in good faith concerning substitute language to give effect to the Parties' intentions.
- C. **Assignment.** This contract is not assignable without the written consent of the other party.

25. **Hardship Services:** Contractor shall provide "Non-Curbside Service" to Disabled Persons as approved by Contractor who are physically unable to place the Approved Containers Curbside for collection by Contractor at the designated collection days contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Household Units located in the Village. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Approved Containers to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Approved Containers at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to Contractor for approval. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway in Automated Collection Areas. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

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

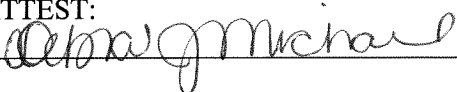
**The Village of Summit
a Wisconsin municipality**

By , Village President

Date: 2/18/2022

Printed Jack Riley

ATTEST:



Village Administrator-Clerk/Treasurer

Date: 2/18/2022

Printed Debra J. Michael

GFL Solid Waste Midwest, LLC,
a Wisconsin limited liability company

By_____

Date:_____Its_____

EXHIBIT A**SCHEDULE A BASIC RESIDENTIAL CONTRACT SERVICES****Total Households/Units: estimated 2091**

Contract Service Description	Service Day(s)	Automated Curbside Service Fee Per Unit Per Month (EOW Recycling Collection)	Disposal Fee (Cost per Ton) SEE SCHEDULE F
Weekly Refuse Collection (not including disposal or receptacle fee)		\$7.88	
Disposal of Refuse (Landfill fee \$/ton including the State tip fee)*			\$42.00
Single Stream Recyclables Collection & Delivery to Waukesha County/City of Milwaukee MRF (not including receptacle fees)		\$4.33	

*** State tip fee is not subject to annual CPI adjustments****SCHEDULE B - ADDITIONAL RESIDENTIAL SERVICE CHARGES**

		\$/HH/Month	\$/Pull (Drop-off Site)
Bulky Item Collection (Weekly)		NO CHARGE (1 item weekly)	
Bulky Item Collection Fee (Freon Appliances)	\$45		
Drop off Bulk Event Held at specific location (30 Yard Dumpster)			\$200.00
Yard Waste Collection* (PRICING BASED ON 11 ANNUAL CURBSIDE COLLECTIONS)		\$ 1.90	\$235.00

SCHEDULE D - PROVISION OF RECEPTACLES AND RELATED SERVICES*

Receptacle (Recycling and Refuse) *Assume a 36 month contract period. Lease to own recycling receptacles	Recycling Receptacle			Refuse Receptacle	
	Lease Only \$/HH/Month (Contractor Owned)			Lease Only \$/HH/Month (Contractor Owned)	
96 gallon (Including Maintenance Cost, Not Retrieval Costs)	\$0.00			\$0.00	
Receptacle Retrieval charge	\$7.00			\$7.00	

SCHEDULE E - MUNICIPAL and MULTI-UNIT COLLECTION & DISPOSAL (DUMPSTER) SERVICES

Refuse Collection & Disposal and Recycling Collection	Refuse Size & Quantity	Refuse Collection Frequency	Recycle Size & Quantity	Recycle Collection Frequency	Total Annual Number of Picks
Village Hall at 37100 Delafield Road	1-2yd	weekly	1-2yd	weekly	52
SCHEDULE F					
SOLID WASTE DISPOSAL					

Year	Amount Subject To CPI	County/Local Fees	State Tipping Fee	Total
2022	\$21.50	\$7.50	\$13.00	\$42.00
2023	TBD	\$7.89	\$13.00	TBD
2024	TBD	\$8.30	\$13.00	TBD
2025	TBD	\$8.73	\$13.00	TBD
2026	TBD	\$9.19	\$13.00	TBD
2027	TBD	\$9.66	\$13.00	TBD
2028	TBD	\$10.17	\$13.00	TBD

EXHIBIT C

Emergency Services (as needed)

Contractor shall provide 30 yard containers for either Solid Waste or Recyclables at the Village's Public Works Building or other areas in the Village upon request of the Village Public Works Director or other approved Village Staff. Fees for such service are as identified below and subject to rate adjustments identified in this contract:

- \$200 per haul; plus disposal fee

Extra personnel can be provided for collection and beyond in an Emergency for additional roadside collections (downed trees, floods, etc.) at the following rates and subject to rate adjustments identified in this contract:

- One man Crew \$200 /hr.
- Two man crew \$250/ hr.

In the event the Village would need to or elect to haul material directly to a landfill identified in this contract, disposal rate would be the rate identified per ton subject to rate adjustments identified in this contract.

EXHIBIT D

Subscription Up-the Drive Services

Solid Waste Collection: Contractor shall collect Solid Waste that is timely placed in a safe and efficient site accessible to the Contractor for the Customer's placement of Approved Containers for collection, with Approved containers generally located anywhere on the driveway, typically near the front of the garage or other easily identifiable area no later than 6:30 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Customer-provided containers or plastic bags which shall not exceed thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds.

Recyclables Collection: Contractor shall collect Recyclables that is timely placed in a safe and efficient site accessible to the Contractor for the Customer's placement of Approved Containers for collection, with Approved containers generally located anywhere on the driveway, typically near the front of the garage or other easily identifiable area no later than 6:30 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Recyclables subject to collection by Contractor pursuant to this Contract shall be placed in Contractor-provided Approved Container or containers clearly identifiable as Recyclables which shall not exceed thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds.

Cost:

- Household Units located in Manual Collection Area shall be charged a rate of \$80 annually. This shall be paid by the Household Unit in advance, and the billing shall be recurring annually. The rate shall be adjusted on an annual basis per Rate Adjustment per section 10 Rate Adjustments.
- Household Units located in Automated Collection Area shall be charged a rate of \$120 annually. This shall be paid by the Household Unit in advance, and the billing shall be recurring annually. The rate shall be adjusted on an annual basis per Rate Adjustment per section 10. Rate Adjustments.



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: September 16, 2026

Re: Planner Contract 2027

BACKGROUND: After the retirement of Planner Henry Elling in 2021, the Village contracted with SEH for Planner/Shoreland Official Services. Amy Barrows was in that position and providing 12 office hours per week and attendance at monthly Plan Staff meetings, Plan Commission meetings, and Village Board meetings. In December 2023, Amy discussed with the Village Administrator the potential for her to change the way that she provided these services to the Village. She determined that her preferred method would be to contract directly with the Village as her own entity. The Village entered into a three-year agreement for 16 office hours per week at a predetermined rate.

The current agreement expires December 31, 2026. Amy has presented another agreement that includes contract extension language for the future. She would propose any changes to cost as part of future budget meetings.

ATTACHMENTS: Agreement & Email with explanations. Chart of Contracted Services prepared by Kamron. Year to date information.

FISCAL IMPACT: Projected to be \$78,750 includes Planning & Shoreland Zoning Administration. Plus: Special Project costs of \$10,000. The remainder of chargeback expenses are captured in a separate account that does not hit the budget.

RECOMMENDATION: To approve the Professional Services Contract & Agreement with Planning & Zoning, LLC, for the Village of Summit Planning Services for a term of January 1, 2027 to December 31, 2027 as presented.

Debbie Michael

From: Amy Barrows
Sent: Monday, September 14, 2026 1:15 PM
To: Debbie Michael
Subject: Planning Contract
Attachments: Summit Professional Services Contract 2027.docx

Debbie,

Attached is my draft contract for 2027 that I went over with Lisa. Please add it to the budget meeting agenda if you can. The only change (other than a few typos I found) is the cost from \$120 to \$125 an hour, an increase between 4.1 and 4.2%, following no proposed increases between 2024-2026. I decided to leave the contract extension language as-is. I like the idea of presenting the contract or price increase as part of the budget meeting in the future to get final approval from the board after discussing with you and my liaison.

Based on 2025 costs, I anticipate an annual cost increase of approximately \$4,500. I used 900 total annual hours as an estimate, which may be a little high. Some of this increase will be offset by chargebacks. Additionally, I think the Village could make the following changes to their fee schedule, but I think the fees are otherwise fair.

- Preliminary Plat review \$10 per lot instead of \$5 per lot.
- Final Plat Review \$200 instead of \$150. Even \$200 is a little low. Could be \$300 or \$400. The Village only gets 1 or 2, if that, final plats a year.
- Plan of Operation \$100 instead of \$50
- Zoning Map Amendment \$300 instead of \$250
- Zoning Text Amendment \$300 instead of \$100

Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, Wisconsin 53066
262-567-2757
planner@summitvillage.org
Hours: Monday, Tuesday, Thursday from 12-4

From: Amy Barrows <abarrows@planningwi.com>
Sent: Monday, September 14, 2026 7:50 AM
To: Amy Barrows <planner@villageofsummitwi.gov>
Subject: contract

Professional Services Contract and Agreement for Village of Summit Planning Services
January 1, 2027 – December 31, 2027

THIS PROFESSIONAL SERVICES CONTRACT AGREEMENT (this “Agreement”), is made and entered into as of January 1, 2027 between the Village of Summit (the “Municipality”) and Planning & Zoning LLC, a Wisconsin limited liability company (“Consultant”) (each a “Party” and collectively the “Parties”) to provide services for the 2027 calendar year.

This Agreement authorizes and describes the scope, services, payment, and general conditions for Consultant to provide Planning Services (as defined below) to the Municipality.

I. Planning Services

Consultant will perform routine planning tasks (the “Planning Services”) for the Municipality, including the following:

- a. Interpret, administer, and make minor edits to (if necessary) the Zoning Ordinance, Subdivision Ordinance, Comprehensive Plan, and any other related ordinances, plans, and documents of the Municipality.
- b. Assist and advise the Municipality’s Staff and customers regarding sub. a. and explain the permitting process.
- c. Facilitate pre-application meetings with members of the public and processing of planning/zoning applications to the Plan Commission and Village Board.
- d. Provide staff reviews and recommendations for Plan Commission and Village Board consideration on planning/zoning applications.
- e. Prepare agendas and packets for Plan Commission and Village Board consideration on planning/zoning applications.
- f. Prepare public hearing notices on planning/zoning applications.
- g. Attend monthly Plan Commission and Village Board meetings.
- h. Attend and facilitate Plan Staff meetings.
- i. Conduct office hours to coordinate with the Municipality’s staff, research files, respond to emails and calls, and maintain planning files. Office hours will not exceed 16 hours per week without advance approval from the Municipality’s Administrator. Office hours will take place at Village Hall. This time may not include time reimbursable to applicants.
- j. Project-based services agreed to between the Municipality and Consultant as part of a separately written agreement and fee. These services may include comprehensive plan amendments, zoning code amendments, and the preparation and facilitation of other related plans and documents that cannot reasonably be completed during regular office hours.

“Planning Services” do not include engineering, surveying, legal advice, administration, or other services not specifically stated above, unless mutually agreed to by the Municipality’s Administrator and Consultant in writing. Consultant is not a municipal advisor and therefore the Municipality shall provide its own legal, financial, and insurance counseling, and other special services.

II. Items to be furnished by the Municipality.

The Municipality shall provide Consultant with submittal information, historical records, equipment as specified herein, and such other data, information, or material reasonably requested by Consultant ("Municipal Materials") to perform the Planning Services. The Municipality represents and warrants that it is the owner of the Municipal Materials and the accuracy and completeness of any information contained therein. Consultant shall not be liable for damages which arise out of the reasonable reliance on the information contained within the Municipal Materials.

III. Payment

Consultant will provide separate invoices to the Municipality for the service types set forth below:

- a. *Office Hours:* Office hours will be billed monthly and will not exceed 16 hours a week unless mutually agreed upon by the Municipality's Administrator and Consultant in writing. Consultant's billing rate will be \$125 per hour. Travel expenses will be charged to the Municipality for property site inspections or travel outside of regular office hours or Plan Commission meeting time, in accordance with Section V. A majority of applicant reimbursement services will be conducted during office hours, reducing the office hour billings.
- b. *Applicant Reimbursement:* Applicants will sign the Municipality's Professional Services Reimbursement Form after one phone call or in-person meeting with Consultant. Once the Reimbursement Form is signed, all time related to the application will be invoiced separately so that the Municipality can charge the applicant for time spent on reviewing the application. The Municipality will be billed monthly for applicant reimbursements. Consultant's billing rate will be \$125 per hour. Materials, equipment, and travel expenses will be considered add-on expenses, if necessary. These hours are in addition to the office hours.
- c. *Project-Based Services:* Any time related to a project-based service will be billed as agreed to as part of a separate contract. Consultant's billing rate will be \$125 per hour. Materials, equipment, and travel expenses will be considered add-on expenses.
- d. *Vacation/Sick:* During each calendar year, Consultant reserves the right to use 64 hours of no-pay time off in place of office hours. Additional sick time may be required, and this time will not be billed to the Municipality.

Invoices: All undisputed portions of invoices will be paid by the Municipality within 30 calendar days of receiving the invoice, or within one week of approval by Village Board, whichever is earlier. The Municipality shall notify Consultant in writing of any disputed items within 30 calendar days from receipt of an invoice. If the Municipality does not provide such notice, the invoice shall be deemed approved. Any late payment shall be subject to a late fee in the amount of \$300 and all unpaid amounts shall bear interest at the lesser of: (1) twenty percent (20%) per annum; or (ii) the maximum rate of interest allowable under applicable law, which interest, in either case, shall be deemed to accrue as of the date such payment was originally due. Consultant shall be entitled to collect from the Municipality any additional taxes, fees, or costs of collection, including reasonable attorneys' fees, incurred as a result of not being paid in accordance with this Agreement. Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

In the event the Municipality is delinquent in the payment of an invoice, Consultant shall have the right to withhold Planning Services and will not be liable for any third-party claims of delay against the Municipality resulting from such withholding of services.

IV. Mileage Reimbursement

The Municipality agrees to provide Consultant reimbursement for mileage for any requested site inspections at the maximum allowable rate as established by the Internal Revenue Service. Mileage to and from Village Hall will not be reimbursable unless an applicant with reimbursable expenses requests travel outside of regular office hours.

V. Equipment

The Municipality agrees to supply a laptop and office space that can be used by Consultant during office hours and Plan Commission meetings. The laptop will have access to the Municipality's network system so Consultant can access planning-related files. The Municipality shall have access to and ownership of all records contained on such laptop. Consultant will be given a municipal-issued email address and phone number. Any other materials/equipment that the Municipality requests be provided by Consultant, such as presentation materials, will be billed to the Municipality at the cost of the materials/equipment.

VI. Insurance

Consultant shall carry a minimum of \$1,000,000 general liability insurance, which is typical coverage from consultants in a similar field, and worker's compensation insurance, if required by state law. The general liability Insurance policy shall name the Municipality as an additional insured and such policy shall not be subject to amendment, modification or cancellation except upon at least thirty (30) days prior written notice to the Municipality. Consultant shall deliver a certificate evidencing that such insurance is in full force and effect on an annual basis.

VII. Representations and Warranties

- a. *Consultant's Representations and Warranties:* Consultant represents and warrants: (i) it has the legal right and authority to enter into this Agreement; (ii) Consultant's performance and the rights granted to the Municipality hereunder shall not conflict with or violate any commitment or agreement Consultant has to any other person or entity; (iii) Consultant's performance of its obligations under this Agreement are in compliance with all applicable laws; and (iv) Consultant's performance of the Planning Services are in a professional and workmanlike manner and in conformance with standards and specifications applicable in the industry. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE.
- b. *Municipality's Representations and Warranties:* In addition to any other representations and warranties made by the Municipality hereunder, the Municipality represents and warrants: (i) it has the legal right and authority to enter into this agreement; (ii) the Municipality's performance and the rights granted to Consultant hereunder shall not conflict with or violate any commitment

or agreement the Municipality has to any other person or entity; and (iii) the Municipality's performance of its obligations under this Agreement are in compliance with all applicable laws.

VIII. Indemnification

- a. *Indemnification by Consultant:* Consultant shall defend, indemnify and hold harmless the Municipality from all losses, claims, demands, orders, damages, penalties, fines, costs, fees (including reasonable attorneys' fees) settlement payments, liabilities, expenses (collectively, "Losses") relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by Consultant in this Agreement; (ii) any breach by Consultant of any material term of this Agreement; and (iv) the negligent, reckless and/or willful misconduct of Consultant. The Municipality shall give Consultant notice of any such Losses and Consultant shall have the right to participate in the defense of any such Losses at Consultant's expense.

IX. Contract Extension

It is anticipated that the length of Planning Services provided by Consultant will extend beyond the timeframe of this Agreement. This Agreement may be amended to accommodate future services, provided any modifications to office hours and employee rates are mutually agreed to by the Municipality's Administrator and Consultant, in writing.

X. Dispute Resolution and Enforcement

The non-breaching Party of any dispute arising out of or relating to this Agreement shall be entitled to pursue any and all remedies available at law or in equity, including but not limited to specific performance, injunctive relief, and monetary damages, unless otherwise limited by this Agreement. The non-breaching Party shall have the right to seek any such remedies without waiving any other rights or remedies available to it under this Agreement, at law or in equity. If a suit is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing Party.

XI. Independent Contractor

The method, manner, and means by which the Planning Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Consultant shall perform the Planning Services in a professional and workmanlike manner in conformance with standards and specifications applicable in the industry. Consultant is and shall remain at all times an independent contractor and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship with the Municipality. Nothing in this Agreement shall prevent Consultant from entering into similar agreements with other individuals, businesses, municipalities, and/or any other entities. Neither Party has the right or authority to assume or to create any obligation or responsibility on behalf of the other. Neither Party shall represent itself as the agent or legal representative of the other. The payments of compensation shall not be subject to withholding for federal, state or local taxes, including withholding for FICA contributions. Consultant shall be solely responsible for any and all self-employment taxes, federal, state and local taxes, FICA payments and other required deductions, payments or contributions. Consultant shall provide the Municipality with an IRS Form W-9 upon request from Client.

XII. Termination

Although it is not anticipated that termination will take place during the timeframe of this Agreement, and any extensions hereof, unforeseen circumstances may occur resulting in the need to terminate this Agreement. Either party may immediately terminate this Agreement (i) if the other Party materially breaches this Agreement and such breach is not cured within five (5) days of receipt of written notice of such breach; (ii) in the event of the other Party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors. In addition, either Party may terminate this Agreement for convenience of delivering a ninety (90) day notice of termination to the other Party. In the event of early termination, the Municipality shall pay Consultant for work completed within the 90-day notice period. The Municipality and Consultant may mutually agree to terminate this Agreement in advance of such 90-day notice period, however, the Municipality shall pay Consultant for lost compensation for the full 90-day notice period.

XIII. Miscellaneous Provisions.

- a. *Waiver*: No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- b. *Authority*: The individuals executing below on behalf of entities indicate that they have the necessary authority to bind such Parties to this Agreement.
- c. *Binding Effect and Assignment*: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign or transfer this Agreement, in whole or in part, without the other's prior written consent. Any attempt to transfer or assign this Agreement without such written consent shall be null and void.
- d. *Entire Agreement*: This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by the Parties. The term "Agreement", as used herein, includes any future written amendments, modifications, or supplements made in accordance herewith. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this Agreement.
- e. *Survival*: All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement.
- f. *Headings*: The headings used in this Agreement are intended solely for purposes of identifying the various sections and subsections contained herein and are for the convenience of the Parties hereto. Such headings are in no way intended to describe, interpret, define or limit the scope of this Agreement or any of the section or subsections hereto or the intent of the Parties hereto.

- g. *Governing Law:* The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflict of laws and choice of law rules. Any action instituted by or on behalf of a Party under this Agreement or to enforce or interpret any provision of this Agreement shall be brought solely in the state courts located within Waukesha County, Wisconsin.
- h. *Neutral Construction:* The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. This Agreement shall be construed without regard to any presumption or role requiring construction against the Party drafting this Agreement.
- i. *Notices:* All notices shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the date sent by electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice shall be confirmed within one business day by electronic mail, or (iii) two (2) business days after being mailed by United States certified mail, postage prepaid, return receipt requested, to a Party at that Party's address identified below. If a Party changes address, such Party shall notify the other of the new address.
- j. *Severability:* If any term or condition of this Agreement, or the application of any term or condition to any person or circumstance, shall be deemed invalid or unenforceable, the remaining terms or conditions of this Agreement, or the application of the terms or conditions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- k. *Counterpart and Execution:* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Photocopies, scanned images, facsimiles and/or "PDF" electronic and/or digital signature pages of this Agreement shall have the same force and effect as an executed original.

[Signature Page to Follow]

Signed:

_____ **Date** _____

Village of Summit Authorized Representative

Jack Riley, Village President

37100 Delafield Road

Summit, WI 53066

president@villageofsummitwi.gov

Signed:

_____ **Date** _____

Sole Member of Planning & Zoning, LLC

Amy Barrows

906 Meyers Ct.

Wales, WI 53183

abplanningzoning@gmail.com