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**NEGOTIATED AGREEMENT RELATING TO DANE COUNTY LANDFILL NO. 3**  
Between the County of Dane, the City of Madison, the Town of Cottage Grove, and the Village  
of McFarland

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This Negotiated Agreement (“Agreement”) relating to the Dane County Landfill No. 3, entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as “County”), the City of Madison, a municipal corporation of the State of Wisconsin (hereinafter referred to as “City”), the Town of Cottage Grove, a municipal corporation of the State of Wisconsin (hereinafter referred to as “Town”), and the Village of McFarland, a municipal corporation of the State of Wisconsin (hereinafter referred to as “Village”) is effective as of the date by which all parties have signed hereunder and according to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, on August 15, 1973 the County and the City entered into a waste stream agreement in which the City agreed to close its solid waste disposal facilities and use County solid waste disposal facilities; and,

**WHEREAS**, on January 16, 1984 the County and the City entered into a land sale agreement that allowed the County to construct and open a solid waste disposal facility located at 7102 Maahic Way in the City of Madison, Dane County, Wisconsin, known as Dane County Landfill No. 2, or the Rodefeld Landfill; and,

**WHEREAS**, it is projected that the Rodefeld Landfill will reach its maximum capacity by 2029; and,

**WHEREAS**, on February 28, 2023, the City sold a portion of the land used for the Yahara Hills Golf Course to the County for the development of a sustainable business park and solid waste disposal facility for which approximately 201 acres was identified for the construction and operation of the Dane County Landfill No. 3; and,

**WHEREAS**, the County has applied to the Wisconsin Department of Natural Resources for a license to construct and operate the Dane County Landfill No. 3 pursuant to Wis. Stat. Ch. 289, Subchapter III; and,

**WHEREAS**, the City of Madison and the Town of Cottage Grove have adopted Siting Resolutions and appointed members to the Local Negotiating Committee for Dane County Landfill Site # 3 (“Local Negotiating Committee”); and,

**WHEREAS**, pursuant to the requirements of Chapter 289 regarding solid waste facility permitting, the Local Negotiating Committee was formed, which includes four members appointed by the City and one member appointed by the Town; and,

**WHEREAS**, the County, the City and the Town have agreed in writing that, pursuant to Sec. 289.33(7n), Wis. Stat., the Village, a municipality that does not qualify as an affected municipality, may be added as a party to the proceeding; and,

**WHEREAS**, the Village has enacted a Siting Resolution and appointed a member to the Local Negotiating Committee; and,

**WHEREAS**, the Local Negotiating Committee having met numerous times and the County, the City, the Town, and the Village wish to approve this Agreement, as required under Wis. Stat. Sec. 289.33, to allow the County to proceed with construction and operation of Dane County Landfill No. 3.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the County, the City, and the Town enter into this Agreement, subject to the following terms and conditions:

ARTICLE I  
DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

Active Site Life means the period during which Solid Waste is transported to or from the Facility or is Disposed of in the Limits of Waste at the Facility by the County or by any other person.

Agreement means this Negotiated Agreement relating to the Dane County Landfill No. 3.

Agricultural Chemicals means chemicals derived from the normal function of farm operations including atrazine and other pesticides and nitrates from fertilizers.

Authorized User means any person, business, or municipality who is authorized by the County to Dispose of Solid Waste at the Facility.

Bacterial Contamination means the introduction of bacteria to a water supply that would not be indicative of landfill derived contamination but more commonly associated with surface, agricultural, or septic derived sources.

City means the City of Madison, its officers, its officials, its employees, and its agents.

City Engineer means the City of Madison City Engineer, or designee.

City Water Utility General Manager means the General Manager of the City of Madison Water Utility, or designee.

Commercial Solid Waste Vehicle means a vehicle that is used in commerce to transport solid waste with a gross vehicle weight of 26,001 pounds or more.

Compensation means remuneration for specified losses.

County means the County of Dane, its officers, its officials, its employees and its agents, who is the lawfully proposed operator of the Facility.

County Department or Department means the Dane County Department of Waste & Renewables.

Course means the Yahara Hills Golf Course and its staff, customers, or operations.

Department of Natural Resources or WDNR means the Wisconsin Department of Natural Resources, or its successor agency.

Designated Waste Disposal Area means the location where Authorized Users are instructed to Dispose of Solid Waste.

Director means Director of the Dane County Department of Waste & Renewables.

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Solid Waste or Hazardous Waste in the County.

Disposal and Dispose means the discharge, deposit, injection, dumping, or placing of Solid Waste at the Facility.

Disposal Operations means any activities directly related to the construction or operation of the Facility including but not limited to daily waste covering, maintenance of vehicles and equipment, placement of soil cover, collection of litter and debris, constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining, and placement of final cover on the Facility.

Emergency means an unforeseen circumstance at the Facility or occurring at any other location in the County that jeopardizes the public health, safety and welfare of persons or property in the County.

Facility means the Dane County Landfill No. 3 and any infrastructure or property that is necessary for Disposal Operations.

Feasibility Determination means the decision and the associated conditions issued by the Department of Natural Resources to the County in response to the submittal of a Feasibility Report for the Dane County Landfill Site No. 3.

Final Closure means the time at which the Facility ceases to accept Solid Waste within the Limits of Waste, and includes all actions required under all applicable statutes, rules and regulations to prepare the facility for Long Term Care and to make it suitable for other uses.

Hazardous Waste means any Solid Waste identified as a hazardous waste by the Department of Natural Resources, under Sec. 291.05(2), Wis. Stats., or identified as a hazardous waste by regulations adopted by the Department of Natural Resources in Chapter NR660, et seq., Administrative Code, or its successor chapters.

Landfill Operations Manager means the County employee who is responsible for the daily operations and maintenance of the Facility and managing Disposal Operations.

Limits of Waste means the total area and volume conditionally approved by the Department of Natural Resources in the Feasibility Determination and subsequently modified and approved in the Plan of Operation as the disposal capacity area for the disposal of Solid Waste at the Facility.

Local Approvals means any local approval as "local approvals" are defined in Sec. 289.33(3)(d), Wis. Stats. or its successor provisions.

Local Committee or Local Negotiating Committee means the Dane County Landfill No. 3 Local Negotiating Committee, organized under Sec. 289.33, Wis. Stats., and consisting of representatives of the City, the Town, and the Village.

Long Term Care means any activities at the Facility, including routine care, maintenance and monitoring at the Facility following the Final Closure of the Facility.

Madison General Ordinance or MGO means the code for which the City of Madison has authority to prepare and enforce.

Madison Metropolitan Sewerage District or MMSD means the metropolitan sewerage district created under Wis. Stat. Ch. 200 that provides service to municipalities in Dane county along with its treatment works, facilities and operations.

Mitigation means to lesson or moderate the severity of actions or impacts.

Plan of Operation means the WDNR approved operating permit or plan of operation, and the conditions set therein, for the Facility, as provided for in Sec. 289.30, Wis. Stats.

Practicable means those actions or efforts used or found in actual practice or well-established to be feasible, that are reliable and are efficient.

Pre-existing Local Approvals means any pre-existing local approvals as "preexisting local approvals" are defined in Sec. 289 .33(3)(fm), Wis. Stats., or its successor provisions.

Reasonable Person means the standard used to convey general community sensibility as to tolerable, acceptable impacts to neighborhood residents without accommodation to individual, subjective reactions of hypersensitive persons.

Solid Waste means solid waste as defined by Sec. 289.01(33), Wis. Stats., and includes any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining, and agricultural operations, and from community activities and conditionally approved for Disposal at the Facility by the Department of Natural Resources in the Plan of Operation.

Storage or Store means the authorized holding of Solid Waste at the Facility for a temporary period of time at the end of which period the said Solid Waste is to be then transported offsite, composted, processed, treated or ultimately Disposed of in the Limits of Waste or at any other location pursuant to WDNR approved practice and procedures.

Streets Superintendent means the Streets Superintendent of the Streets Division of the City's Department of Public Works, or designee.

Sustainability Campus means the Dane County Landfill Site No. 3, adjacent business park development, and associated activities

Town means, unless the context requires otherwise, the Town of Cottage Grove, its officers, officials, employees and agents.

Unsubstantiated Complaint means a complaint or condition which has been determined by the County and the City, Town, or Village as not likely to have been caused by the Facility or Disposal Operations.

Village means, unless the context requires otherwise, the Village of McFarland, its officers, officials, employees and agents.

Waste Facility Siting Board means the Wisconsin Waste Facility Siting Board, or its successor agency.

## ARTICLE II

### TRANSPORTATION

#### A. ACCESS AND HAUL ROUTES

The County shall direct all Commercial Solid Waste Vehicles to use USH 12/18 and CTH AB as the principal haul routes to the Facility. Reasonable accommodations shall be made to allow Commercial Solid Waste Vehicles alternative access to the Facility in an emergency and when significant highway construction occurs on USH 12/18 or CTH AB near the Facility. Siggelkow Road shall not be used as a haul route to or from the Facility. Commercial Solid Waste Vehicles serving properties in close proximity to the Facility may use local roads, including Siggelkow Road, to access the haul routes and the Facility.

#### B. VEHICLE LITTER CONTROL

The County shall impose a uniform policy regarding securing and covering loads to prevent unreasonable problems involving litter or threats to public safety from windblown debris generated from vehicles transporting Solid Waste to or from the Facility. The County shall require vehicles carrying materials which can leak, fall, be blown, or otherwise be dislodged from the vehicle, to be constructed and loaded so as to prevent their contents from dropping, sifting, leaking or otherwise escaping therefrom and to be covered or appropriately secured in order to enter or leave the Facility while transporting Solid Waste.

The County shall monitor inbound and outbound vehicles and require all Authorized Users to inspect vehicles after unloading to insure that all loose debris which could be blown out of the vehicle is removed. It shall be a violation of the Facility's policy, for which the County can impose a monetary penalty or deny entry, to leave debris in vehicles or to allow for debris to exit the vehicle on Facility roadways or anywhere outside of the Designated Waste Disposal Area. As allowable by Sec. 348.10 (5)(a), Wis. Stat., the County may allow vehicles carrying bulk material such as sand, gravel, dirt or other materials to enter, use, or exit the Facility without a cover.

#### C. LITTER PICKUP

The County shall inspect for and collect litter generated from vehicles of Authorized Users as necessary on and alongside USH 12/18, CTH Hwy AB and any such other roads within ½ mile of the Facility pursuant with this Article III and V of this Agreement.

#### D. MUD TRACKING

The County shall maintain the paved entrance area to the Facility and adjacent public roads free of mud generated from vehicles exiting the Facility. This shall be done by performing daily inspections for mud, maintaining paved or graveled access roads and gravel tracking pads inside the Facility, and by sweeping or washing down paved roads inside the Facility and adjacent to the entrance.

The County shall maintain ready access to street sweeping equipment. Upon its own initiative or request by the City, the Town, or the Village, the County shall employ this equipment



to remove mud from any paved street or road used by Authorized Users within 1/2 mile of the Facility entrance.

## ARTICLE III

### FACILITY OPERATIONS

#### A. LOCAL APPROVALS

The County, its officials, its officers, its employees and its agents shall be subject to, and shall comply with all applicable Local Approvals and pre-existing Local Approvals. The Limits of Waste, the Facility in general, and the operations at the Facility shall be subject to all applicable pre-existing City and County ordinances and approvals. In particular, but without limitation, all pre-existing local zoning approvals are applicable to the Facility.

#### B. SOURCE OF WASTE

No more than 5% of waste Disposed of at the Facility may be waste generated outside of Dane County unless an exception is specifically authorized by the County Board of Supervisors. Waste generated at the Sustainability Campus as a residual of recycling or normal business activities is considered waste that is generated within the County. No action will be taken by the County Board to allow Disposal of more than 5% of Solid Waste from outside the County without first providing 30 days' notice to the City, the Town, and the Village.

#### C. HOURS OF OPERATION

The County shall only receive Solid Waste at the Facility between 6:00 a.m. and 5:00 p.m., Monday through Friday, and 7:00 a.m. and 2:00 p.m. on Saturdays. The County may operate equipment up to 30 minutes before the hours listed above to facilitate opening the Facility. The Facility may receive Solid Waste from 7:00 a.m. to 5:00 p.m. on Saturdays following either:

1. Any legal holiday recognized by the City of Madison or Dane County; or,
2. A week within which adverse weather conditions (such as high winds, rain, extreme cold, ice or heavy snow) have prevented local municipalities from collecting waste for at least one (1) day or the County from operating the Facility for an aggregate period of more than five (5) hours in any one day.

Subject to applicable City Ordinances, the County reserves the right to conduct construction activity at the Facility in a manner to achieve an expedited schedule based upon seasonal and weather conditions. The above operating hours are not applicable to construction activity.

The above operating hours are not applicable when it is necessary for the Facility to extend its hours to be able to accept Solid Waste generated by an Emergency.

#### D. YAHARA GOLF COURSE OPERATIONS

The County is constructing the Facility on land formerly owned and operated by the City as the Course. The Course is operated as an enterprise under the City's Parks Division and the authority of the Parks Superintendent. Under the terms of separate intergovernmental agreements

and leases, as the Facility is constructed and operations commence, the Course will be reduced from 36 holes, to 27 holes, to eventually 18 holes, all of which will operate directly adjacent to the western boundary of the Facility as it is developed and operations commence. The City intends to continue Course operations during the lifetime of the Facility, which, given the outdoor element of the activity and the specialized nature of the Course property, presents distinctive issues to the City and the County that must be addressed. Operational concerns relating the Course are therefore addressed where appropriate.

#### E. PREVENTION OF NUISANCE CONDITIONS

The County agrees that it shall take whatever precautions are reasonably practicable to prevent and mitigate nuisance conditions. The County will publicize contact information of appropriate staff and maintain an online system for reporting the conditions and respond to the complaints pursuant to Article V of this Agreement. The County acknowledges that the Facility is subject to the City's noise control ordinance, MGO Sec. 24.08, and shall maintain operations consistent with that ordinance.

#### F. ODOR ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on then current technology to control odor from the Facility to mitigate odors offensive to a reasonable person. Odor will be controlled by proper landfilling operations: applying daily cover or an alternative daily cover approved by WDNR to all Solid Waste and through implementation of a gas control system. The County agrees to maintain the active gas control system at the Facility for the life of the facility and as long thereafter as is reasonably determined necessary to control gas migration or odor.

#### G. DUST ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on current technology to minimize dust from the Facility operations. Dust is generated during dry conditions, and mainly attributed to vehicular traffic on roadways at the facility. Dust is also generated from open, disturbed, unvegetated land.

The County agrees to maintain a vegetative cover on all areas at the Facility which are disturbed and not being actively used, to control windblown dust.

A water truck shall be available at the Facility and shall be used for watering access roads, borrow areas, and other areas where dust may be generated whenever conditions are conducive to dust generation.

#### H. LITTER CONTROL

The County will comply at all times with this Agreement concerning blowing debris and shall operate the Facility in complete compliance with present and future applicable federal and state statutes, administrative code requirements, regulations, and WDNR, including but not limited to, requirements as per the current amended version of NR 500 and NR 506, Wis. Admin. Code, or any successor provisions.

1. Facility Design. Prior to the acceptance of waste at the Facility, the County shall install a six-foot (6') high fence (i.e., chicken wire, chain-link, or similar material) around the Facility that is sufficient to minimize the escape of materials from the Facility and to restrict access to the Facility by pedestrians and vehicles.

2. Operational Controls. The County shall use portable fencing windscreens in the active area when practicable. The County shall take all reasonable measures to prevent debris from the Facility from being deposited upon properties in the vicinity including the Course, including keeping its fences, windscreens, berms and landscaping free and clear of such debris, and vectors under control.

The fencing shall be cleaned of litter and debris as deemed necessary by the County. At a minimum this activity shall occur on the last, full normally scheduled work day of any week, weather permitting, or at least once per week. Further, if any litter escapes the Facility, the County agrees to pick up the litter on neighboring properties and return it to the Facility, for Disposal.

The County agrees to stop accepting waste any day when waste is leaving the site as determined by the Director or their designee. Wind speed shall be monitored on a continuous basis and any wind speeds above 30 miles per hour will be recorded with records being maintained and reviewed by the County daily as part of routine monitoring. Records may be reviewed by the municipalities upon request. The County shall inform all haulers of this rule and provisions shall be made so that the haulers can check with the County regarding facility closure.

3. Inspections. The County shall exercise a reasonable daily regimen to inspect and control blowing debris leaving the Facility on all days when the Facility is in operation. The County shall inspect the adjacent property boundary with the Course, adjacent yards, and the right-of-way along USH 12/18, Millpond Road, CTH AB, and Siggelkow Road and future access road along the southern perimeter of the Facility for litter and remove litter as necessary. The County shall not be required to conduct litter inspections on any Sunday and legal holiday unless a nuisance condition has been reported and requires a response per Article V of this Agreement.

4. Course Litter Collection. When required to remove litter on the Course, the County will coordinate access to the Course with Course staff to minimize disruption of Course usage by customers. The County shall exercise due care when accessing the Course for this purpose, and may not use any equipment on the Course for litter collection purposes without the express permission of the City. County shall be responsible for any damage to the Course that occurs from litter collection.

## I. VECTOR CONTROLS

The Local Committee considers vectors to include rodents, birds (especially gulls), insects (e.g., flies, mosquitoes, etc.), and other unwanted pests. All of these pests or vectors, except gulls, can be controlled through proper compacting and covering of the waste and grading of the site to eliminate ponded water, and by implementing a proper rodent baiting program inside the fenced

area. The County agrees to exercise as part of its operational duties to perform pest control as needed and to contract if necessary with a professional pest control specialist.

The County shall have a Bird Control Plan for the Facility. Federal Aviation Administration (FAA) Advisory Circulars AC 15/5200-33b, Hazardous Wildlife Attractants On or Near Airports and AC 150/5200-34A, Construction or Establishment of Landfills Near Public Airports shall be referred to as guidance when creating the Bird Control Plan.

#### J. SCREENING/ LANDSCAPING PLAN

The County shall provide partial screening as practicable to the Facility. The perimeter berms and plantings shall be concentrated along the periphery of the Facility, adjacent to the right-of-ways, and along the western border with the Yahara Hills Golf Course. This screening shall also comply with approved Conditional Use Permit Zoning. These specifications and plans may be amended pursuant to revisions required for City zoning approvals and WDNR requirements.

The County shall work with the City's Parks Division to establish reasonably sufficient screening between the Facility and the Course, which shall include, in addition to fencing and windscreens, the construction of berms along the final property line, and the planting of trees and the installation of other landscaping features along the Facility's boundary with the Course. With the agreement of the City, the screening may be placed on the City's property. The purpose of this screening is to create a buffer between users of the Course and Facility operations and to minimize impacts of the Facility on Course operations. All such screening shall be the County's cost, unless otherwise agreed to by the City and the County.

#### K. DRAINAGE, STORMWATER UTILITY CHARGES, LEACHATE, AND EROSION CONTROL

1. Facility Design. During the planning phase of the Facility, the County shall obtain a stormwater permit from the County Land and Water Resources Department. This shall be done after such plans are prepared as part of the Plan of Operation for the Facility. Plans shall be implemented in accordance with Chapter 14 of Dane the County Ordinances and WDNR recommendations and approvals. The County shall not be required to obtain any approvals or permits from the City for erosion control or stormwater at the Facility. Concepts which shall be included in these plans can be described as follows:

a. Surface water drainage to perimeter ditches and discharge into sedimentation basins is the primary erosion control measure that shall be applied in the borrow excavation areas during Facility development. This may include temporary ditches, diversion berms, and/or sedimentation basins. Any runoff from this area which is not routed to a perimeter drainage ditch for eventual discharge through a sedimentation basin shall be routed through erosion bales, silt fences, or temporary sedimentation basins within the borrow excavation areas.

b. Surface water which ponds on the liner prior to the placement of Solid Waste shall be tested for conductivity. If conductivity values are indicative of surface water, this water shall be pumped to the perimeter drainage ditch. If values are indicative of leachate, the water shall be handled as leachate. All water which comes in contact with Solid Waste shall be treated as leachate.

c. Semi-annual maintenance shall include inspection and repair of all drainage ditches and sedimentation basins. Disturbed areas shall be regraded, seeded and fertilized as necessary to maintain efficient flow and operation of all drainage features.

2. Operational Phase. During the operational phase of the Facility, the County shall:

a. Submit annual site plans to the City Engineer showing the areas of the Facility that are draining to the leachate collection system and those areas draining to the surface stormwater system (which shall be charged as part of the City's Stormwater Utility fees).

b. Submit pumping volumes and analytical testing results to the City Engineer to allow for determination of sanitary demand charges for transmission and treatment of leachate. Pumping volumes shall be submitted to the City Engineer a minimum of monthly. Analytical testing results prescribed by MGO 35.02(1)(d) shall be submitted to the City Engineer a minimum of annually. Copies of analytical testing results prescribed by sewer use ordinance or permits issued by MMSD shall be sent to the City Engineer concurrent with submittal to MMSD.

3. Closure. Upon and as part of Facility Closure, the County shall:

a. Submit final drainage and erosion control plans to the County Land and Water Resources Department and obtain approval therefrom. This shall be done after such plans are prepared as part of the Plan of Operation for the Facility. Plans shall be implemented in accordance with Chapter 14 of Dane the County Ordinances and WDNR recommendations and approvals.

b. Submit final site plans to the City Engineer documenting the final approved contours and drainage patterns. The stormwater utility fees shall be determined based upon these final site plans.

c. In perpetuity or until leachate is no longer generated at the Facility, the County shall submit monthly pumping volumes and testing results to the City Engineer to allow determination of sanitary demand charges for treatment of leachate.

4. Off-Site Drainage: In designing and operating stormwater facilities for the Facility, including during construction, operations, and after closure, the County will not unreasonably direct stormwater discharge to the Course, and any such use of the Course for stormwater purposes shall be with the City's authorization. The County acknowledges that the Course is not intended to serve as an involuntary detention facility for the Landfill.

#### L. MATERIALS ACCEPTANCE

The County shall not impose testing requirements stricter than applicable federal or state laws or regulations, or the approved Plan of Operation for the Facility, when determining the suitability of materials for disposal, including materials to be used for cover.

#### M. LANDFILL OPERATOR TRAINING

The County shall have the WDNR required number of certified "Facility Managers" and "Site Operators" on-site or available pursuant to Chapter NR524. The County shall act pursuant to Chapter NR524 relating to certification requirements, continuing education and training requirements, and certificate holder responsibilities.

N. FACILITY REVENUE LIMITATIONS

Revenue generated by Facility operations through tipping fees shall be used to support Department operations only. If the County generates revenue from gas generated at the Facility, such revenue shall be used to support Department operations, unless otherwise agreed to in writing by the City.

## ARTICLE IV

### ENVIRONMENTAL COMPLIANCE AND REPORTING

#### A. REGULATORY REQUIREMENTS

The County shall comply, at all times, with this Agreement and shall also operate the Facility at all times in complete compliance with all applicable federal and state statutes, administrative codes, regulations, rules and requirements. The County shall undertake at its expense environmental controls and monitoring addressing nuisance concerns including "other monitoring" as specified in Sec. NR507.12, Wis. Admin. Code, pursuant to WDNR requirements for this facility.

#### B. REPORTS TO MUNICIPALITIES

During the Active Site Life and extending after Final Closure, during which time the County is required to satisfy any net worth or other financial responsibility standard under any state or federal law, the County shall ensure that electronic copies of the annual Plan of Operation compliance report, WDNR operating permit and major modification to operating permit, and any notice of non-compliance or notice of violations that are provided to or are received from the Department of Natural Resources or any other state agency or any federal agency associated with the Facility, are available on a webpage or other form of electronic clearinghouse that notifies City, Town, and Village designees when items are uploaded, except when said documents are confidential and not subject to public disclosure under the Wisconsin Public Records law.

#### C. PRIVATE DRINKING WATER WELL MONITORING

Private drinking water wells designated by WDNR shall be monitored per WDNR monitoring requirements by the County for purposes of determining the quality of the water in such wells. Any property owner eligible for compensation pursuant to Article VII, may request to participate in the elective private well monitoring program established in Attachment C at the cost of the County. The costs of sampling and testing as required by this Section shall be borne by the County.

All reports and test results relating to private well monitoring and sampling will be made available to the well owners. The reports shall include a list of current Preventive Action Limits, as defined under NR 140, for each parameter that is sampled for and notification of any exceedances. The well monitoring program designated by the WDNR shall be perpetual consistent with the current Wisconsin DNR standards. The results will be made available to the City Engineer, the City Water Utility General Manager, and the Town designee upon request. Results will also be made available to individual residents in compensation groups upon request.

#### D. ENVIRONMENTAL CONTAMINATION

Although groundwater contamination is highly unlikely, the County shall pay for the reasonable replacement costs of wells serving existing principal use structures upon the properties listed on Attachment D where the levels of volatile organic compounds or heavy metals exceed safe drinking water standards if the Facility is found to be cause of the exceedance. The County



shall be responsible to provide emergency potable water for human consumption and provide to users of such contaminated wells an alternative adequate water supply upon twenty-four (24) hour notification to the County of such contamination, until the source of the contamination can be confirmed or the well is replaced. The County agrees to provide water fit for human consumption and bathing and water for use by livestock.

E. ENVIRONMENTAL MONITORING

The County shall comply with all monitoring requirements imposed by DNR, or required by the Wisconsin Administrative Code and any applicable successor regulations (including specifically monitoring provisions as stated in Chapter NR507), as well as any other state or federal rule or requirement applicable to monitoring for the Facility. The County shall also comply with all environmental monitoring conditions imposed by WDNR's Feasibility Determination, the approved Plan of Operation and specifically the facility monitoring plan for the site as described in Sec. NR514.05(8), Wis. Admin. Code, the monitoring report prepared in compliance with Sec. NR514.06(7), Wis. Admin Code, and any additional closure or Long Term Care plans required by WDNR for the facility.

## ARTICLE V

### OPERATIONAL CONCERNS AND ENFORCEMENT SYSTEMS

#### A. COUNTY CONTACT INFORMATION AND REPORTING SYSTEM

The County shall maintain a website that includes the phone numbers and email addresses for the Department personnel listed in this Agreement. The County shall also maintain and publicize a single e-mail address for receiving complaints and feedback.

The County will establish, maintain, and publicize an online reporting system that the public may use to submit feedback and complaints. The reporting system shall be monitored by appropriate County personnel.

#### B. CONDITIONS THAT REQUIRE IMMEDIATE ONSITE ATTENTION

For concerns requiring immediate attention of onsite personnel, the City, Town, or Village should contact the Landfill Operations Manager. If unable to reach the Landfill Operations Manager, the Director should be contacted.

#### C. COUNTY RESPONSE TO CONCERNS AND COMPLAINTS

The County shall be responsible for all management, control, and resolution of operational concerns relating to the Facility. All parties to this Agreement recognize that the Facility has the potential to create conditions that require remediation, but that these conditions can largely be corrected or mitigated with appropriate response. As such, adjacent municipalities agree to submit a complaint on the online reporting system and/or notify appropriate personnel, of the need for response to such a condition and allow the County reasonable time to address the issue.

#### D. PROGRESSIVE COMPLAINT SYSTEM

For conditions that are not promptly addressed by the County under Para. C or are severe in nature, there shall be a multi-level system to handle complaints involving operational concerns. This system shall be used to cooperatively resolve complaints without the necessity of recourse to the court system.

The Streets Superintendent shall monitor the County's compliance where operational concerns relating to odor, litter or mud tracking exist, shall document recurring nuisance problems, and shall seek cooperative solutions to problems involving complaints. When the Streets Superintendent communicates in writing with either the County or the complainant, the other party shall receive a copy of this written communication.

1. Individual Complaints (Level I). A Level I Complaint is defined as a single or isolated condition that is not an environmental or health risk and is able to be corrected with appropriate response from the County, generally within business hours. A list of conditions and required response actions and timelines from the County for Level I Complaints is included in Attachment B. Level I Complaints have the potential to and may be submitted by a single person, a municipality, or another entity by means of the online reporting system, phone, e-mail or verbally.

If a Level I Complaint is submitted to the City, Town, or Village, the complaint shall be submitted to the Department as soon as reasonably practical. Level I Complaints will be tracked and documented by the County.

2. Multiple Party, Ongoing or Priority Complaints (Level II). A Level II Complaint is defined as a condition that impacts an increased number of residents or is an ongoing or unresolved issue which requires prompt attention or additional resources from the County. A complaint will be elevated to Level II under the following circumstances:

- a. Five or more members of the public submit complaints to the County, City, Town or Village of a single operational concern within a 48 hour period.
- b. The Streets Superintendent substantiates the complaint and elevates the issue to a Level II Complaint.
- c. A Level I Complaint has not been resolved within the required timeframe included in Attachment B.

A list of conditions, required response actions, and timelines from the County for Level I and Level II Complaints is included in Attachment B.

For complaints that are submitted directly to the County and rise to Level II Complaints the Director, or their designee, shall also notify the Streets Superintendent of the complaint and the steps the County will take to resolve the complaint and also when the complaint has been resolved. The Village and Town designees shall also be notified if the Level II Complaint involves a resident of their respective communities.

If a complaint is being designated as Level II by the Streets Superintendent, the complaint must be submitted in writing to the Department.

Any action taken or written response to a Level II Complaint shall be maintained as a Departmental record and a copy shall be provided to the Street Superintendent. The Streets Superintendent shall retain copies of all documents related to Level II Complaints.

3. Unresolved Complaints (Level III). A Level III Complaint is defined as a Level II Complaint that is deemed by the Streets Superintendent as unresolved within the required timeframes included in Attachment B. Upon the designation of a Level III Complaint, the Street Superintendent shall make a pre-sanction determination in writing, which shall be issued to the complainant(s), the Director, and to the Town and Village. This pre-sanction notice shall provide a reasonable period of time, appropriate to the circumstances, to correct the problem. This pre-sanction notice shall be based upon reasonable investigation and substantial findings of fact. All relevant evidence assembled by the Street Superintendent shall be made available to the Department. Mandatory corrective action shall be limited to those actions found to be reasonable and practicable under the circumstances presented in the complaint.

If Streets Superintendent and Director are unable to develop or agree upon the appropriate corrective action, a third-party consultant shall be selected by the County and Streets Superintendent and hired by the County at County's expense. If the parties cannot agree on a

third party consultant, the complaint may be escalated to Level IV. The third-party consultant shall decide the most practicable and cost effective action of the presently available alternatives to effectively remedy the concern and determine the timeline for implementation. This remedial action shall be performed at the County's expense. If the County cannot provide necessary remedial action in a timely fashion, then a private contractor shall be retained to perform the work at the County's expense.

4. Violation Notice (Level IV). If the County fails to take corrective action within a reasonable time reasonable time after receiving a pre-sanction notice, the Street Superintendent may issue a violation notice to the County. If the alleged violation involves property located within the Town or Village, notice shall be given to the appropriate entity.

When the Director disputes a violation, the Street Superintendent shall provide the County with an opportunity to meet and confer regarding the alleged violation. If the alleged violation involves property under Town or Village jurisdiction, a representative of the Town or Village shall have the opportunity to participate. If the parties do not agree as to the existence of a violation, or if a violation is not remedied as required by this Agreement, any municipality may seek any remedy available to it at law or in equity.

#### E. UNSUBSTANTIATED COMPLAINTS

At any level of the complaint system, there is the potential for a complaint to be determined to be unsubstantiated or caused by non-landfill activities. If at any point the County determines a complaint is unsubstantiated or not a result of landfill activities, the County will document the complaint as unsubstantiated.

For Level II Complaints that the County determines as unsubstantiated, the County will notify the Streets Superintendent and schedule a meeting at the location of the issue to verify or provide documentation of the determination. If the two parties agree that the complaint is unsubstantiated the County will document the complaint as unsubstantiated. If the Streets Superintendent elects not to meet, the complaint will be considered unsubstantiated. If the Streets Superintendent finds the complaint substantiated, the City and County will follow the progressive complaint system pursuant to this Agreement. If the complaint involves a resident from the Village or Town, their respective designees will be notified of the complaint and meeting times and be allowed to participate in the meetings.

#### F. REIMBURSEMENT FOR CORRECTIVE ACTIONS

If the County has been given adequate time as allowed in Attachment B to resolve a substantiated complaint such as litter or mud and any of the adjacent municipalities finds it necessary to collect litter or clean mud from roadways attributable to the Facility, the County agrees to pay that municipality a fee equal to twice the amount of the cost to correct the issue.

### ARTICLE VI

#### LIMITATIONS AND FINAL USE

##### A. SITING FUTURE LANDFILLS

Any future expansion of the Limit of Waste beyond that authorized by this Agreement and related WDNR permit or the siting of an additional landfill by the County shall require renegotiation pursuant to Sec. 289.33, Wis. Stats.

**B. SITING CLAY BORROW AREAS NEARBY**

The County will not utilize any property within Dane County for clay borrow sites without full compliance with the County's Nonmetallic Mining Reclamation Ordinance, Dane County Code of Ordinances Ch. 74, including an approved reclamation plan and permit.

**C. HEIGHT LIMITATIONS**

The maximum final design elevation of the Facility shall be 1,135 feet above mean sea level (MSL), or as approved by WDNR during the landfill permitting process if WDNR approved elevation is lower. There shall be no vertical expansion above the maximum design elevation without renegotiation of this Agreement. This shall not prevent Dane County from obtaining approval from WDNR for intermediate waste grades that are higher than final waste grades.

**D. FINAL USE**

The final use of the fill areas and other related areas as described below upon Final Closure shall be as a nature conservancy or recreation area subject to the following terms and conditions:

1. The area shall include the limits of waste areas, on-site storm water detention facilities and areas required for monitoring, leachate storage and removal, or maintenance of the closed landfill.

2. No uses inconsistent with conservancy or recreation zoning shall be allowed on the area, except those required for monitoring, leachate storage and removal, landfill gas extraction and processing, biogas pipeline injection, and screening and maintenance of the closed landfill.

3. The County shall, after Final Closure, develop and maintain the Limits of Waste areas to establish the areas as nature conservancy or recreation area, subject to reasonable safety and security precautions. The County shall also maintain, repair and provide Long Term Care of the Limits of Waste at the Facility to preserve the Limits of Waste, insofar as possible consistent with the requirements of the Wisconsin Department of Natural Resources, in a natural state as a nature conservancy area, with the maintenance and preservation and replacement of existing vegetation whenever possible. The County reserves the right to limit public access wherever and whenever appropriate.

After Final Closure, areas of the conservancy may be used for permitted uses as approved by applicable zoning and WDNR regulations in compliance with state Statutes. No waste disposal shall be allowed in the conservancy area after closure of the landfill. The areas of the Facility not included within the nature conservancy area, including all existing buildings and structures may be used consistent with the City of Madison zoning.



ARTICLE VII  
COMPENSATION

A. RESIDENTIAL PROPERTY COMPENSATION

1. Payment Amounts. For the first year of compensation, the County shall make an annual payment to eligible residential property owners of the properties listed in Attachment D as follows:

- a. Group A: Annual Payment of \$8,800
- b. Group B: Annual Payment of \$3,500
- c. Group C: Annual Payment of \$1,800

In subsequent years, the annual payment to all groups shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.

2. Term. The first prorated payment shall be made based on when Solid Waste acceptance begins at the Facility. Annual payments shall be made thereafter based upon the calendar year until Solid Waste is no longer received at the Facility. In the year of Final Closure the County shall make the full annual payment.

3. General Eligibility. These payments are subject to the following conditions:

- a. These payments only apply to residential property. Commercial property is excluded.
- b. Payments shall be made to the owners of non-owner occupied single-family properties, not the occupants.
- c. Payments apply only to the title owners of property in fee simple or vendees of record of land contracts for sale in fee simple who owned the property prior to the date of Plan of Operation approval.
- d. These compensation payments are nontransferable. Transfer of ownership interests to any of the above-listed properties shall result in termination of payments for that property presently eligible for compensation.
- e. For residential dwellings built after the date of this agreement but before the date of approval of the Plan of Operation, the County will score the property based on the potential for impacts from the landfill and make a determination on the eligibility of the property. The eligibility will be presented to the affected municipalities for approval.
- f. Duplex units are included, but only the owner of the property is compensated.
- g. If an eligible property has joint ownership, then one payment shall be made to the joint owners.

h. No property listed in Attachment D shall be eligible for an annual compensation payment under this Agreement and the Rodefild Landfill Negotiated Agreement in the same year. If a property qualifies for annual compensation under both Agreements only the higher amount shall be paid to the property owner.

i. Multifamily dwellings (three or more units) are not included in this compensation group.

j. Acceptance of compensation by property owners grants the County rights as well as reasonable access for environmental monitoring and investigations related to this Agreement including debris pickup on owners' properties. Acceptance of compensation will include signing a form acknowledging these rights and conditions before receipt of first payment (see Attachment E).

j. The County shall make all payments directly to the eligible property owners. Property owners shall be responsible to provide the County with notice as to any change in address for transmittal of payments.

## **B. RESIDENTIAL PROPERTY VALUE GUARANTEES**

In consideration of the potential adverse impact that the Facility may have on neighboring properties, the County shall protect, in the manner provided for in this Section C, the value of all private residential properties as shown in the groups on Attachment D (“Eligible Properties”) against property value loss in the event of sale during the Active Site Life of the Facility and extended as provided for below in Subsection 3(f) or Subsection 4. The property value guarantee shall not extend to commercial property that may also include a residence. Such program shall provide protection and be administered as follows:

### **1. General Eligibility.**

a. To be eligible for fair market value price protection under this Section C, the owner must place the Eligible Property on the market for sale with a Wisconsin licensed real estate broker, except as otherwise provided herein. The owner shall provide the County with both the name of the broker with which such property is listed and the proposed terms of sale. The sale must be an arm's length transaction, except as provided herein.

b. Within sixty (60) days of such notice, the County shall, upon the owner's request, cause the property to be appraised at its present marketable value both (1) as of the date the property was placed on the market (“Current Value”), and (2) as of the date the property was placed on the market, but making the sole additional assumption that the Facility did not exist. The appraised value under (2) shall be referred to as the "Fair Market Value" of the property. The difference between these two appraised values shall represent the potential, appraised "Compensable Value" of the property.

c. The County shall provide a copy of such appraisal to the affected property owner within ten (10) days of the completion of said appraisal. The affected property owner may request a second appraisal to be paid for by the property owner if there is disagreement as to the values stated in the first appraisal.



d. All appraisers shall be duly licensed to appraise property in Wisconsin, and shall work independently.

2. Determination of Fair Market Value. For purposes of Subsection 3 below, the term "Fair Market Value" shall mean the value of the property as if the Facility did not exist. Fair Market Value shall be established by:

- a. A single appraisal under Subsection 1(b) above if such appraisal is acceptable to both the County and the owner; or,
- b. An agreement by both appraisers retained under Subsections 1(b) and (c) above.

If the appraisers retained under Subsections 1(b) and (c) above do not agree, but the lower of the appraised Fair Market Values is ninety (90) percent or more of the higher value, the Fair Market Value shall be the average of the Fair Market Values determined by said appraisals.

If the lower of the appraised market values is less than ninety (90) percent of the higher, a third appraiser shall be selected by the County and the owner. The third appraiser shall review the existing appraisal reports and determine the Fair Market Value of the property. The two appraisals which are closest to each other in determining Fair Market Value shall be selected and averaged to derive the Fair Market Value that will be binding for these purposes upon the County and owner. The cost for the first and third appraisal (if necessary) shall be paid by the County.

The Current Value of the property shall be determined by the same appraisal process as used to determine the Fair Market Value. The Compensable Value of the property, which is defined in Subsection 1(b) above, shall be established determined based upon the appropriate appraised values.

3. Obligation to Pay Compensation. An Eligible Property shall continue to be exposed for sale until:

a. The owner sells the property for a cash price equal to or greater than the Fair Market Value, in which case no payment shall be made by the County.

b. The property is continuously listed for sale with a broker for a time period based on the Madison Realtors average time to sell residential properties, and the highest cash price of any offer to purchase received by the owner is less than the Fair Market Value. The owner shall then notify the County of the offer and the County shall have ten (10) days to elect in writing to purchase the property for a cash price equal to the Fair Market Value. If the County fails to exercise such election, the owner may sell the property to the purchaser identified in the offer to purchase upon the terms provided, and the County shall pay the owner within thirty (30) days of receipt of notice of the closing an amount equal to the difference between the price set forth in the offer to purchase and the Fair Market Value.

c. If the property is listed for sale with a broker for a time period based on the Madison Realtors average time to sell residential properties plus an additional thirty (30) days, and no written accepted offer to purchase is received, the owner may elect in writing to require that the

County purchase the property. Within thirty (30) days of receipt of the owner's election, the County shall purchase the property for a cash amount equal to the Fair Market Value.

d. If an owner chooses to sell the property to someone other than an arm's length purchaser (e.g., an intra-family sale), the owner shall only be entitled to compensation which is the lesser of either the difference between Fair Market Value and the actual sale price at closing, or the Compensable Value. Where an owner plans to execute a non-arm's length transaction, owner shall notify the County at least thirty (30) days prior to actual conveyance. When an owner elects to sell a protected property without listing the property with a real estate broker, this conveyance shall be presumed not to be an arm's length transaction.

e. Any compensation paid by the County under this Subsection 3 shall be reduced by (i) an amount which represents any transfer tax savings, and (ii) an amount equal to six percent of the compensation but only if the owner is not required to pay a commission to any real estate broker on the compensation paid hereunder.

f. Eligible residential property owners covered under this Section C must notify the County of their intent to sell their properties within the following time periods to obtain property value guarantee protection: eligible residents in Group A and B shall notify the County within two (2) years after closure of the Facility; and, eligible residents in Groups C shall notify the County within one (1) year after closure of the Facility. Failure to serve notice upon the County of an eligible property owner's intent to sell within the above-stated time periods shall terminate the coverage provided in this Section C for that property. Assuming notice has been served upon the County in a timely manner, eligible residential property owners shall have a time period based on the Madison Realtors average time to sell residential properties plus an additional thirty (30) days to obtain a written, accepted offer to purchase, if no written, accepted offer to purchase is received within this time period, the owner may elect in writing to require that the County purchase the property. The time period specified in the preceding sentence shall be applicable to non-arm's length transactions.

g. In the event any offer to purchase a property provides for seller financing, appropriate adjustments shall be made to determine the equivalent present day cash value.

4. Alternative compensation. In lieu of the property value compensation provided in Subsection 3 above, an owner may elect to receive, under this Subsection 4, a lump sum payment of \$1,000 from the County, without determining the Fair Market Value or the Compensable Value of the property. If the owner elects to receive the lump sum payment, the owner shall so notify the County in writing within thirty (30) days of offering the property for sale (either with or without listing the property with a real estate broker). The County shall make the lump sum payment to the property owner within twenty (20) days of notification of owner's option to exercise this election. These payments shall only be made upon proof of an actual sale. The County's obligation to protect the "Fair Market Value" of an Eligible Property ceases upon making the one-time payment of \$1,000 with respect to that property. Furthermore, all compensation payment obligations to this property under Section VII.A. cease upon such payment.

5. Term. Only owners of record of an Eligible Property as of the date of approval of the Plan of Operation, as shown in Attachment D, or any party obtaining the entire interest in an Eligible Property by reason of the death of a spousal joint tenant or in a divorce action by court decree, shall be eligible for property value guarantees under this Agreement.

Maintenance of this obligation shall terminate two (2) years beyond the last date when Solid Waste is deposited into the Facility for eligible property owners in Group A and B and one (1) year beyond the final date of acceptance of waste for eligible residents in Groups C.

6. Miscellaneous Provisions. Payment of property value guarantees shall be made only once for any individual tax parcel included in Attachment D. Compensation under this Section is only available for the tax parcel upon which the residential property is located if tax parcels are to be sold separately. In the event that a portion of a parcel upon which the residence is located is offered by the owner for sale, the County, at its discretion and to avoid subsequent appraisal costs, may decide to have appraisals made for that portion and simultaneously for the rest of the parcel. If the County chooses to proceed in this manner, it shall make any payment as if both the portion severed and the rest of the parcel had been conveyed at that time.

The compensation payable under this Section C shall apply only to conveyances made by deed or land contract and shall not apply to conveyances of leasehold interests, easements or other conveyances of partial interests by protected parties.

#### C. COMPENSATION TO COURSE

The County agrees that it will reimburse the City's Golf enterprise for any refunded greens fees that are given due to odor complaints from golfers using the Course, consistent with rain check policy. Also, if, in the Parks Superintendent's determination and after consultation with the County Director, the City has to temporarily close the Course due to unreasonable odor or other hazards directly attributable to Facility operations, the County will reimburse the City's Golf enterprise for lost revenue during such a closure. Lost revenue, for this purpose, shall be determined by the product of the length of the closure and the average daily course revenue. The daily course revenue shall be established on a peak-season (from May 15-Sept. 30) and off-peak season (all other days when the Course is open) basis. The average daily course revenue shall be determined by calculating daily course revenue over the prior three calendar years (prorated to 18 holes if necessary), specifically including greens fees, concessions, cart rental and driving range revenue, and excluding pro shop and retail sales revenue. Reimbursements under this provision shall not exceed \$50,000 in any calendar year and shall be paid annually to the City's Golf enterprise. If closures under this provision continue after this limit is exceeded, the City may pursue other remedies against the County.

#### D. LIMITATIONS

The County shall not fund payments to the City, Town or the Village other than payments relating to the Course under Section D, if applicable, nor shall Facility revenue be used for non-Department related expenditures of the County.

#### E. CONTINGENCY FUND

The County shall make payments to a self-administered contingency action account as provided in this Section. This fund shall be known as the Contingency Fund. The purpose of the fund is to insure that monies will be immediately available to the County at any time to pay any costs incurred by the County or a local government by reason of maintenance, repair, remediation and reconstruction of the Facility or for any other damages caused or costs incurred by reason of the presence of the Facility and when such costs for any reason are not readily available from any other public fund. Where funds are shown to be available from another public fund specifically for this purpose, those funds shall be used prior to this fund.

The County shall create a perpetual individual account administered by the County to be used exclusively for environmental response and remedial action associated with the Facility. Upon closure of the Facility, the County shall deposit into the account an amount, if any, necessary to bring it to minimum balance at closure of \$100,000. Interest on the account may be used by the County after the fund reaches the amount of \$1,000,000.00. The County shall make annual payments to this account at the rate of \$0.10 per ton of Solid Waste landfilled at the Facility each year.

1. Administration of Fund. The Contingency Fund shall be maintained in one or more investment accounts with the County holding the responsibility to achieve reasonable return on these funds and administering the accounts accordingly. Funds shall be released and used solely for the purpose of implementing any actions described in this Section which are determined to be necessary or appropriate by the City and the County, under the recommendations of the City's Streets Division and County Department of Waste & Renewables or similar departments.

2. Limits on Use of Fund. The Contingency Funds shall not be used to relieve the County of any of its state-mandated obligations relating to or arising from construction, operation, Final Closure or Long Term Care requirements at the Facility, nor of the County's obligation to provide any necessary non-emergency corrective action. Further, the fund is intended to provide limited remedial response in order to protect the safety and well-being of local residents. Lack of funds in the contingency fund shall not limit the County's liability for landfill related contamination on or off the site.

3. Duration of Fund. The fund shall be perpetual; provided, however, that in the event of the complete removal of the Solid Waste disposed of at the Facility and decontamination of the site, any remaining money in the fund may be applied to help pay the cost of such removal and decontamination. Monies left over after these payments shall be deposited in the County's Landfill Reserve Account if it still exists or, if it doesn't, any account selected by the County Board.

ARTICLE VIII

CONTRACT PROVISIONS

A. NOTICE TO PARTIES

Any notices required by the terms and conditions of this Agreement not otherwise addressed herein are, at minimum, to contain the address and names of the parties as noted below, are to be sent by first class mail to these parties and are to be considered by each party as written notice when received. It is further understood that the City, the Town, the Village, and the County each shall be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with written notice of "address change" or "name change". The notices under this Section shall be sent by certified mail to the following:

County of Dane  
c/o the County Clerk of Dane County  
Room 112, the City-County Building  
Madison, Wisconsin 53709

City of Madison  
c/o the City Clerk of the City of Madison  
Room 103, the City-County Building  
Madison, Wisconsin 53710

Town of Cottage Grove  
c/o the Town Clerk of the Town of Cottage Grove  
4058 CTR N  
Cottage Grove, WI 53527

Village of McFarland  
c/o the Village Clerk  
5915 Milwaukee Street  
PO Box 110  
McFarland, WI 53558

B. TITLES

The titles to articles, sections, subsections and paragraphs used in this Agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the Agreement.

C. GOVERNING LAW

This Agreement and the provisions contained herein shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Wisconsin.

**D. SCOPE OF AGREEMENT**

The County and the City have entered into several agreements relating to the Facility. Additionally, the Facility is subject to the City of Madison zoning approvals. This Agreement was formulated pursuant to Secs. 289.33, and 66.0301, Wis. Stats., to address local concerns. No ambiguity as to related agreements is intended by the parties to this Agreement. To the extent ambiguities in terms, conditions, or limitations are presented where this Agreement conflicts with any other agreement to which any of the parties hereto are also the parties and the ambiguity involves local concerns addressed herein, the construction of such conflicting agreements shall be to limit activities relating to the County's operation of the Facility, unless a clarifying amendment hereto is agreed to by the parties who have executed this Agreement.

**E. AMENDMENT**

This Agreement may be amended only by a mutually stipulated, written agreement between the parties who have executed this Agreement.

**F. BINDING EFFECT**

This Agreement shall bind the County, the City, the Town, the Village, the Local Landfill Negotiating Committee, their respective legal representatives, their respective legal successors and their respective legal assigns.

**G. REASONABLENESS OF APPROVALS**

Any approvals required under this Agreement shall not be unreasonably withheld.

**H. CONSTRUCTION OF TERMS**

No terms or conditions contained in this Agreement shall be construed to create a situation where performance becomes impossible, nor shall any provision herein be construed to create a conflict with any duty or obligation that the County may have under any existing or future statute, rule or regulation of the United States of America, the State of Wisconsin, or any federal or state agency having jurisdiction over the design and operation of the facility.

**I. BREACH**

Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this Agreement.

**J. SEVERABILITY**

If any provision of this Agreement contravenes or is invalid under any law of the State of Wisconsin or of the United States, the contravention or invalidity shall not invalidate the whole Agreement, but rather this Agreement shall be construed as if it did not contain that particular provision or provisions held to be invalid and the rights and duties of the parties shall be construed and enforced accordingly.

**K. FORCE MAJEURE**

No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of god, fire, strike, inevitable accident, war, court order or binding determination of a governmental agency.

**L. NONDISCRIMINATION**

In the performance of the services under this agreement, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

**M. SUPPORT FOR EXPANSION**

City, Town, Village, and their respective officers, agents, employees, or designees agree to support the Facility and continued operation of the Facility as currently proposed, and agree not to file a contested case or other litigation regarding the design proposal and agree not to assist any opponent of the proposed Facility.

**N. COUNTERPARTS; ELECTRONIC DELIVERY**

This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

**O. INDEMNIFICATION**

The County shall indemnify, hold harmless, and defend the City, Village, and the Town, their officers, officials, agents, employees, and any duly appointed committee, from and against any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description by reason of bodily injury sustained by any person or persons (including death at

anytime resulting therefrom), or damages to property, including loss of use thereof, resulting from acts or omissions of the County which are negligent, unlawful or in breach of this Agreement and arise out of or in connection with or occur during operation or use of the Facility, whether direct or indirect, anticipated or unanticipated, including but not limited to the design, siting, construction, operation, maintenance, control, repair, remediation, administration, surveillance, monitoring, closure, and Long Term Care of the Facility, and the Disposal, treatment, Storage, processing and removal of Solid Waste at the Facility. This provision is not intended to limit or waive any defenses available to the aforementioned municipalities, including those established by Sec. 893.80, Wis. Stats., or any successor statutory provision. Nor does this provision limit these municipalities potential responsibility as generators of Solid Waste Disposed of at the Facility.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE LOCAL NEGOTIATING COMMITTEE FOR DANE COUNTY LANDFILL SITE #  
3

\_\_\_\_\_  
David P. Schmiedicke , Chair  
On behalf of the Local Negotiating Committee  
for Dane County Landfill Site # 3

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES \_\_-\_\_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_.

FOR THE TOWN OF COTTAGE GROVE

\_\_\_\_\_  
Kris Hampton, Town Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Banigan, Town Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
William Cole, Town Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the Town is authorized by \_\_\_\_\_, adopted by the Town Board of the Town of Cottage Grove on \_\_\_\_\_, 20\_\_.

FOR THE COUNTY OF DANE

\_\_\_\_\_  
Joe Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

Execution of this Agreement by the County is authorized by \_\_\_\_\_, adopted by the Board of Supervisors of Dane County on \_\_\_\_\_, 20\_\_.

ATTACHMENT B  
COMPLAINT RESPONSE

<b>CONDITION REPORTED</b>	<b>DANE COUNTY RESPONSE ACTION</b>	<b>LEVEL I RESPONSE TIMELINE</b>	<b>LEVEL II RESPONSE TIMELINE</b>
<b>Odor</b>	1. Substantiate the report by verifying weather patterns, site conditions and other outside factors.	Within 3 business hours.	Within 2 hours of becoming Level II Complaint
	2. If odor likely or probably, Dane County will mobilize to the site of the odor complaint to determine if the odor is ongoing, the likely source of the odor (gas, garbage, other activity, etc.) and what mitigation steps are necessary.	Within 3 business hours if landfill activities determined to be possible or likely.	Within 4 hours of becoming Level II Complaint.
	3. If odor determined to be ongoing, Dane County will take action to mitigate the odor by taking one or more of the following steps:		
	a. Adjust landfill gas well collectors to apply more vacuum. Document the changes.	Within 5 business hours of substantiated odor.	Within 5 hours of becoming Level II Complaint.
	b. Increase odor neutralizing agents.	Within 5 business hours of substantiated odor.	If found to be necessary, within 3 business hours of becoming Level II Complaint.
	c. Apply additional soil cover.	Within 8 business hours of substantiated odor.	If found to be necessary, within 3 business hours of becoming Level II Complaint.
<b>Excessive Litter on Roadways</b>	1. Dane County to pick up litter.	Within 2 business days or 3 calendar days.	Within 1 business day.
<b>Landfill Litter on Golf Course</b>	1. Dane County to pick up litter.	Within 24 hours.	Immediately if reported during business hours or prior to next business day.
<b>Mud on Roadway</b>	1. Dane County to sweep up or clean mud from roadways.	Within 3 business hours.	Within 1 business hour.

ATTACHMENT C  
ELECTIVE PRIVATE WELL MONITORING PROGRAM

Sampling Parameters	Frequency Until Closure	Frequency After Closure
Alkalinity Chloride Field conductivity (at 25°C) Field pH Field temperature Groundwater elevation Hardness VOC scan	Annually	Once Every 3 years

ATTACHMENT D  
ELIGIBLE PROPERTY LIST

ATTACHMENT E

STANDARD FORM AGREEMENT FOR ELIGIBLE, RESIDENTIAL PROPERTY OWNERS



**STANDARD FORM AGREEMENT FOR ELIGIBLE, RESIDENTIAL PROPERTY OWNERS**

DANE COUNTY LANDFILL NO. 3 NEIGHBORHOOD RESIDENTIAL PROPERTY OWNER AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Dane County, by the Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin, 53713, hereinafter referred to as “County,” and

“Owner Name”

hereinafter referred to as “Property Owner(s)” owning a residential dwelling on property located at

“Property Address”

“Parcel ID”

And wishing to be contacted at

\_\_\_\_\_

\_\_\_\_\_ (Mailing Address to receive payment)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Phone Number (s))

The parties to this agreement, in consideration of the covenants and stipulations set out and expressly incorporated herein, agree as follows:

**SECTION ONE**

This agreement arises from negotiations between County, the City of Madison, Town of Cottage Grove, and the Village of McFarland now formalized in “Negotiated Agreement Relating to the Dane County Landfill No. 3” hereinafter referred to as the “Negotiated Agreement.” The terms and conditions of the Negotiated Agreement impacting property owners is attached hereto as Exhibit A, and fully incorporated herein. A copy of the Negotiated Agreement can be obtained upon request to the County. In the event of any conflict between this Agreement and the Negotiated Agreement, the terms of the Negotiated Agreement shall control.

## SECTION TWO

Property Owner(s) hereby verify(ies) ownership, and where applicable possession and control, of the eligible residential property, hereinafter referred to as “subject property”.

## SECTION THREE

In consideration of County’s property value guarantees and annual residential compensation payments, which shall be adjusted annually by reference to the All Urban Consumer-Milwaukee CPI from the initial amount as described in Exhibit A, all acknowledged by both parties to be valuable consideration, County and Property Owner(s) hereby agree to the following:

1. Property Owner(s) shall be eligible for the compensation pursuant to this agreement included in Exhibit A during its term so long as Property Owner(s) abide(s) by their terms and conditions provided herein.
2. Property Owner(s) hereby grant(s) to County reasonable access rights to the above-stated subject property as well as all other contiguous property held in common ownership for the following purposes: to install or inspect private monitoring wells to ensure compliance with WDNR codes and regulations, to conduct environmental monitoring related to the County Solid Waste Facility; to perform any needed environmental investigations involving the County landfill; and, to remove windblown debris and litter originating from the landfill in a timely manner.
3. County shall exercise the above-stated access rights in a manner not to unreasonably interfere with Property Owner’s(s’) reasonable use and enjoyment of subject property. Furthermore, County will restore above-referenced, impacted property to its existing condition prior to any required disturbance as expediently as possible.
4. Property Owner(s) shall not unreasonably withhold County access to the subject property.
5. County shall make the above-stated compensation payments to Property Owner(s) named in this agreement.
6. Compensation payments and other correspondence regarding this agreement shall be sent to the mailing address listed in this agreement.
7. Property Owner(s) shall immediately notify Dane County Department of Waste & Renewables at [waste.renewables@countyofdane.com](mailto:waste.renewables@countyofdane.com) of any change of address for above stated payee or change of ownership to above-stated subject property.

#### SECTION FOUR

The term of this agreement shall be for so long as Property Owner(s) is (are) entitled to any of the above-referenced compensation from County as set forth in the Negotiated Agreement or amendments thereto. This agreement shall terminate immediately upon transfer of ownership of the above-stated property, with the exception of a transfer of the property upon death to a spousal joint tenant or in a divorce action by courtdecree.

#### SECTION FIVE

This agreement is not assignable and all rights provided herein are nontransferable. However, County may contract with third parties to conduct activities specifically described in above-stated provisions according County access rights to subject property and contiguous properties all in common ownership. This agreement shall not inure to the benefit of administrators, assignees, successors, heirs, or executors of either party.

#### SECTION SIX

There may be no modification of this agreement, except in writing, executed with the same formalities as this instrument. This instrument including all text incorporated herein by reference contains the entire agreement between the parties hereto.

#### SECTION SEVEN

It is mutually understood and agreed that this contract shall be governed by the laws of the State of Wisconsin, both as to interpretation and performance.

In *witness* whereof, the parties have each executed this agreement at the place and date as signified below.

**PROPERTY OWNER(S)**

By: \_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

**COUNTY OF DANE**

By: \_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

John Welch, Director

Attest: \_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

Dane County Corporation Counsel