

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

This Negotiated Agreement (~~“Agreement”~~) ~~Relating relating to the Second Rodefelf Landfill Expansion~~ Dane County Landfill No. 3 (~~“Agreement”~~), 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”), and the Town of Cottage Grove, a municipal corporation of the State of Wisconsin (hereinafter referred to as “Town”), 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 U.S. Hwy 12 & 18 Maahic Way in the City of Madison, Dane County, Wisconsin, known as Dane County Landfill No. 2, or the Rodefelf Landfill; and,

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

~~**WHEREAS**, on December 20, 1993, the County, the City, the Town and the Town of Blooming Grove entered into a negotiated agreement pursuant to Wis. Stat. Sec. 144.445 (now Sec. 289.33) regarding the first expansion of the Rodefelf Landfill (the “1993 Negotiated Agreement”); and,~~

~~**WHEREAS**, on June 3, 1994, the County and the City entered into a land sale and Landfill Expansion Real Estate Agreement that allowed the County to expand the Rodefelf Landfill; and,~~

~~**WHEREAS**, on April 16, 2014, the County, the City, and the Town entered into a negotiated agreement pursuant to Wis. Stat. Sec. Sec. 289.33 regarding the horizontal expansion of the Rodefelf Landfill (the “2014 Negotiated Agreement”); and, **WHEREAS**, the County has been providing solid waste disposal at the Rodefelf Landfill for over 35 years, and there is limited remaining capacity from the 2014 expansion. The County now wishes to expand the Rodefelf Landfill to extend the life of the solid waste facility; 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 of the development of a sustainable business park and solid waste disposal facility for which approximately 201 acres was identified for the siting and development 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 expansions permitting, the Local Negotiating Committee for Dane County Landfill Site # 23 ("Local Negotiating Committee") was formed, which committee includes four members appointed by the City and one member appointed by the Town (the Town of Blooming Grove electing not to participate in these negotiations); and,

WHEREAS, the Local Negotiating Committee having met numerous times, the City and the County having reached separate agreements relating to the sale of land needed for the Rodefild Landfill No. 3 expansion and solid waste operations, and the Town and the County having reached a separate agreement relating to the Dane County Rodefild Landfill Site expansion No. 3, the Local Negotiating Committee, and the County, the City, and the Town wish to approve this Agreement, as required under Wis. Stat. Sec. 289.33, to allow the County to proceed with the planned expansion of the Rodefild construction and operations siting and construction 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:

~~Limits of Waste/Active Fill Area means the total area and volume conditionally approved by the Wisconsin 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 by the County at the Solid Waste Facility, with the boundaries of the approved area specifically shown with limits of waste lines in Attachment A (subject, however, to minor modifications approved by DNR as a part of final plan approval which do not increase site capacity or reduce the distance between property lines and the limits of the active fill area), incorporated herein.~~

~~Active Site Life means the period during which Solid Waste shall be transported to or from the Active Fill Area/Limits of Waste at the Solid Waste Facility or shall be Disposed of in the Active Fill Area/Limits of Waste at the Solid Waste Facility by the County or by any other person.~~

~~Agreement means this Negotiated Agreement Relating relating to the Second Rodefeld-Dane County Landfill No. 3 Expansion.~~

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

~~Authorized Transporter-User means any person, business, or municipality who is authorized orally or in writing by the County at any time to transport Solid Waste to and from the Solid Waste Facility and/or any person who is authorized orally or in writing by the County at any time to Dispose of Solid Waste in the Active Fill Area at the Solid Waste Facility.~~

~~Bacterial Contamination means the introduction of bacteria to a water supply that would not be indicative of landfill derived contamination but rather linked to more commonly associated with surface, barnyard 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 or Solid Waste Hauler means a vehicle that is used in commerce to transport solid waste with a gross vehicle weight of over 26,001 pounds or more.~~

~~Compensation means remuneration for specified losses.~~

~~Construction & Demolition Recycling Facility means the buildings and land owned by Dane County at the Rodefeld Facility and used for the receipt, sorting, and recycling of construction and demolition waste.~~

~~County~~ means the County of Dane, its officers, its officials, its employees and its agents, who is the lawfully proposed operator of this ~~Solid Waste Facility expansion.~~

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

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

~~Designated Waste Disposal Area~~ means the location where Authorized Users are instructed to deposit waste.

~~Director of County Department of Waste & Renewables or County 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 or unauthorized Hazardous Waste in the Active Fill Area at the Solid Waste Facility at any time so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the land, environment or be emitted into the air or discharged into any surface water or groundwater in the County. This term does not include the Storage or the treatment of Hazardous Waste at the site.

~~Disposal Operations~~ means (1) any activities in the County directly related to the construction or operation of the Disposal of Solid Waste Facility including but not limited to or unauthorized Hazardous Waste in the Active Fill Area at the Solid Waste Facility or (2) any activities at the Solid Waste Facility related to or associated with the Disposal of Solid Waste or unauthorized Hazardous Waste, including the 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 closing placement of final cover one of the Solid Waste Facility and including the waste covering at the Solid Waste Facility, where all of the above noted activities noted in (1) or (2) occur anytime during the Active Site Life of this Solid Waste Facility.

~~Emergency~~ means an unforeseen circumstance at any time at the Rodefeld 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 or that jeopardizes the safety of property in the County.

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

~~Feasibility Determination~~ means the decision and all of the associated conditions new expansion Facility proposal for Feasibility Determination, and all of the conditions set forth therein, issued

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by the Wisconsin Department of Natural Resources to the County in response to the submittal of a Feasibility Report for the Dane County Landfill Site No. 3 for the Rodefald Expansion, License No. 3018.

Final Closure means the time at which the Solid Waste Facility ceases to accept Solid Waste within the ~~landfill~~ 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 Dane County employee who is responsible for the daily operations and maintenance of the Solid Waste Facility Operations.~~Disposal Operations.~~

Limits of Waste means the total area and volume conditionally approved by the Wisconsin 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 RodefaldDane County Landfill No. 3 Landfill ~~Local Landfill~~ Negotiating Committee, organized under Sec. 289.33, Wis. Stats., and consisting of representatives of the City and the Town.

Long Term Care means ~~(1) any activities directly related to long term care at the Solid Waste Facility or (2) any activities at the Solid Waste Facility, including routine care, maintenance and monitoring in the Active Fill Area at the Solid Waste Facility, and where all the above noted activities occur~~ following the Final Closure ~~of the Active Fill Area at~~ of the Solid Waste Facility.

Mitigation means to lessen 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 Solid Waste 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.

~~Retroactive Compensation means payments to a listing of neighborhood residential property owners for potentially adverse impacts to the reasonable enjoyment of their homes during Solid Waste operations at the existing Rodefeld Landfill.~~

~~Rodefeld Facility means those lands owned by the County that currently include the Solid Waste Facility, the Construction & Demolition Recycling Facility, compost operation, wood recycling yard, clean sweep and the landfill gas extraction and processing operation. This includes all lands included in Certified Survey Map (CSM) # 15636 (Attachment D) and shown in Attachment A. This definition does not apply to lands owned by the County that are east of CTH AB or the lands north of the Solid Waste Facility that are known as Hope Park.~~

~~Safeguard Storage Commercial Property means the property located at 3164 Luds Lane, McFarland, WI.~~

~~Solid Waste means as defined by Wis. Stat. 289.01(33) 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 as defined by Wis. Stat. 289.01(33) and conditionally approved for Disposal at the Facility by the Department of Natural Resources in the Plan of Operation. means garbage, ash, refuse, rubbish, 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. Solid waste may include, but is not limited to paper, wood, metal, glass, cloth and products thereof litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures, notwithstanding any current bans on the Disposal of any of these materials. Solid Waste does not include solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows or industrial discharges which are from point sources subject to permits under Chapter 283, Wis. Stats., or source material, as defined in Sec. 254.31(10), Wis. Stats., special nuclear material as defined in Sec. 254.31(11), Wis. Stats., or by product material, as defined in Sec. 254.31(1), Wis. Stats.~~

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~~Solid Waste Facility or Facility means the Dane County Landfill No. 3 and any infrastructure or property that is necessary for Disposal Operations, the County Solid Waste disposal facility commonly known as the Rodefeld Landfill or Dane County Landfill No. 23, WDNR License No. 3018, in the City of Madison (Attachment A). This term does not apply to other solid waste facilities, as that term is defined in Wis. Stat. Sec. 289.01(35), on the Rodefeld Facility.~~

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

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

Town means, unless the context requires otherwise, the Town of Cottage Grove, 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 ~~authorized Solid Waste Haul~~ Commercial Solid Waste Vehicles to use U.S. Hwy 12/18 and CTH AB as the principal route to the Facility, ~~and shall continue to access the Rodefeld Facility along U.S. Hwy 12/18 unless required to relocate the entrance by the Wisconsin Department of Transportation or unless the access to the Rodefeld Facility entrance is modified by the Wisconsin Department of Transportation such that vehicles are on a local road, to specifically include Meier Road, a new frontage road north of U.S. Hwy 12/18 and south of Rodefeld Facility, and the frontage road adjacent to the Yahara Golf Course. In the event the entrance is relocated or modified by Wisconsin Department of Transportation, Up to five ten~~ Commercial Solid Waste Vehicles per day may use Femrite Drive (west of CTH AB) and up to five Commercial Solid Waste Vehicles per day may use Sigglekow Road (west of CTH AB) as the route to CTH AB and the new landfill entrance. More than ~~five ten~~ Commercial Solid Waste Vehicles per day may use Femrite Drive (west of CTH AB) and CTH AB to access the Facility if separately agreed to by intergovernmental agreement between the City and the County, and more than five Commercial Solid Waste Vehicles per day may use Sigglekow Road (west of CTH AB) and CTH AB to access the Facility if separately agreed to by intergovernmental agreement between the City, the Village, Town of Blooming Grove, and the County. ~~The County and the City shall confer with the Town prior to entering into an intergovernmental agreement.~~ Reasonable accommodations shall be made to allow Commercial Solid Waste Vehicles alternative access to the Facility when significant highway construction occurs on U.S. Hwy 12/18 or CTH AB near alongside the Facility. ~~Transporters~~ Commercial Solid Waste Vehicles may only use Sigglekow Road east of CTH AB ~~CTH AB~~ Other local roads during emergencies, as part of a construction

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~~detour, and if they are hauling for local waste generators in the Town of Cottage Grove, only accessible via those local roads.~~

B. METHOD OF HAULING

1B. ~~Truck Litter Control~~; VEHICLE LITTER CONTROL

~~The County agrees to require trucks delivering Solid Waste to the Rodefeld Facility to meet the requirements of Wis. Admin. Code NR500 et seq. as it is presently stated or as hereafter amended or any successor provision, as a prerequisite to being allowed to enter and/or use the Rodefeld Facility. It shall not be a violation for the County to allow trucks carrying earth materials, or other materials which by their nature cannot fall from the truck, to cross the scales and/or use the Rodefeld Facility without a cover or to leave the site with earthen debris still loose in the box. 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 during Solid Waste transport to the Facility. Vehicles carrying materials which can fall, be blown, or otherwise dislodged from the vehicle, shall be required to be covered or appropriately secured to enter the Facility. The County shall inspect outbound vehicles and require all Authorized Users 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, to intentionally or unintentionally allow for debris to exit the vehicle on Facility roadways or anywhere outside of the Designated Waste Disposal Area. Vehicles carrying materials which can fall, be blown, or otherwise dislodged from the trucks, shall be covered or appropriately secured to enter the Facility. The County shall impose a uniform policy regarding truck litter to prevent unreasonable problems involving litter or threats to public safety. The County may allow trucks/vehicles carrying earthen materials, or other materials which by their nature cannot fall or be blown from the vehicle, to enter, use, or exit the Facility without a cover. In addition, the County shall require all drivers to inspect the packer truck hoppers after dumping to insure that all loose debris which can be blown out of the hopper are removed. It shall be a violation of the Facility to solid waste or debris outside of the Active Fill Area. The County shall issue a fee payable to the County for such violation.~~

~~The County shall spot check at least 5% of packer truck hoppers leaving the site. It shall be a violation of Rodefeld Facility policy to leave debris in packer truck hoppers. The County shall charge all violators of this provision a 10% surcharge on the total load dumped by any offending vehicle. The surcharge fee shall be payable to the County for labor costs necessary to operate this spot checking program.~~

C. DEBRIS PICKUP

~~The County shall pick up and collect debris generated from vehicles of Authorized Users as necessary on and alongside U.S. Hwy 12/18 and such other roads in close proximity of the Facility pursuant with Article III, Para H of this Agreement.~~

2. ~~Mud Tracking~~; CD. MUD TRACKING

~~The County agrees to shall maintain the paved entrance area to the Rodefeld Facility and adjacent public roadways free of mud tracked/generateded from vehicles exiting from the~~

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~~Facility. To the extent that CTH AB or Millpond Road is used by the County for activity related to the Rodefeld Facility, it shall also be kept free of mud tracked from vehicles. This shall be done by maintaining paved or graveled access roads and gravel tracking pads inside the site Facility and by sweeping or washing down paved roads inside the site Facility and adjacent to the entrance, on U.S. Hwy 12-18, on Millpond Road, on CTH AB, or other access roads as needed.~~

The County shall maintain access to a street sweeper at the Rodefeld Facility. ~~Upon its own initiative or request by the City or the Town, the County shall employ this machine to remove mud from any paved street or road used by Solid Waste haulers Haulers Authorized Users in close proximity to the Rodefeld Facility access drive entrance. Notice shall be provided to the County by directly contacting the Rodefeld Facility Landfill Operations Manager or County Department of Waste & Renewables when mud tracking problems requiring additional attention exist upon~~ public thoroughfares roads.

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CD. DEBRIS PICKUP

~~County Solid Waste Facility staff shall exercise a reasonable daily regimen to inspect and control blowing debris leaving the Rodefeld Facility on all days when the facility is in operation. County staff shall drive along U.S. Hwy 12-18 and, CTH AB, and Femrite Drive to inspect and remove litter along the right of way and adjacent yards proximate to the Rodefeld Facility, when the facility is open. Litter control shall be conducted on Saturday Thursday as part of normal closing operations. The County shall not conduct litter control on any Sunday and legal holiday unless Emergency circumstances exist.~~

~~The County agrees to shall pick up and collect debris as necessary on and alongside U.S. Hwy 12/18 and such other roads in close proximity as are used by trucks delivering waste to the Rodefeld Facility in accordance with Article III, Para H, and wherever debris attributable to the Rodefeld Facility is deposited. If any of the adjacent municipalities finds it necessary to collect or remove debris attributable to the Rodefeld Facility, the County agrees to pay that municipality a collection fee equal to twice the amount of actual removal costs. All adjacent municipalities agree to notify the County of the need for debris pickup and the approximate location prior to instituting their own debris collection efforts. The County shall have 2 working days or 3 calendar days (plus legal holidays) to effect pickup upon notification. If initial notification is not in writing, it shall be confirmed by written notification. Facsimile or e-mail copy notification to the County Department of Waste & Renewables shall be acceptable.~~