

**NEGOTIATED AGREEMENT RELATING TO THE ~~SECOND-THIRD~~ RODEFELD  
LANDFILL EXPANSION**

Between the County of Dane, the City of Madison and the Town of Cottage Grove

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This Negotiated Agreement Relating to the Second Rodefild Landfill Expansion (“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 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 facility located at 7102 U.S. Hwy 12 & 18 in the City of Madison, Dane County, Wisconsin, known as Dane County Landfill No. 2, or the Rodefild Landfill; 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 Rodefild 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 Rodefild 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 Rodefild Landfill (the “2014 Negotiated Agreement”); and,

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**WHEREAS**, the County has been providing solid waste disposal at the Rodefild Landfill for ~~nearly 30~~ over 35 years, and ~~there is limited remaining capacity from the 1994-2014 expansion capacity has nearly been reached.~~ The County now wishes to expand the Rodefild Landfill to extend the life of the solid waste facility; and,

**WHEREAS**, pursuant to the requirements of Chapter 289 regarding solid waste facility expansions, the Local Negotiating Committee for Dane County Landfill Site # 2 (“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 expansion and solid waste operations, and the Town and the County having reached a separate agreement relating to the Rodefild Landfill expansion, the Local Negotiating Committee, 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 Landfill.

**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 Fill Area means the total area and volume conditionally approved by the Department of Natural Resources in the Feasibility Determination and subsequently modified 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.

**Commented [A1]:** Update Attachment A with the new elevations.

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

Agreement means this Negotiated Agreement Relating to the Second Rodefeld Landfill Expansion.

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

Authorized Transporter means any person 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 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 surface, barnyard 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.

Compensation means remuneration for specified losses.

Construction & Demolition Recycling Facility means the buildings and land owned by Dane County at the ~~Solid Waste~~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 Public Works means the County Department of Public Works, Highway & Transportation~~ County Department of Waste & Renewables and ~~DCW&R~~ means the Dane County Department of Waste & Renewables

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

~~Director of County Public Works means the Commissioner/Director of County Public Works, or designee~~ 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 Disposal of Solid Waste 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 constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing 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 ~~Solid Waste~~ Rodefeld Facility or occurring at any other location in the County that jeopardizes the public health, safety and welfare of persons in the County or that jeopardizes the safety of property in the County.

Feasibility Determination means the new expansion proposal for Feasibility Determination, and all of the conditions set forth therein, issued by the Wisconsin Department of Natural Resources to the County for the Rodefeld Expansion, License No. 3018, ~~dated February 3, 2014~~.

Commented [A2]: This has not been approved yet.

Final Closure means the time at which the Solid Waste Facility ceases to accept Solid Waste in the landfill, 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.

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 Rodefeld 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 the Solid Waste Facility.

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

Plan of Operation means the WDNR approved plan of operation 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 ~~transfer station~~, compost operation, wood recycling yard, clean sweep and the ~~methane extraction landfill~~ gas extraction and processing operation. This includes all lands included in CSM # 1234 (Attachment I) 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.

**Commented [A3]:** CSM should be completed in early March 2021.

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

Solid Waste 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.

Solid Waste Facility means the County Solid Waste disposal facility commonly known as the Rodefeld Landfill or Dane County Landfill No.2, 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.

~~Solid Waste Manager means the Solid Waste Manager of the Solid Waste Division of County Public Works.~~

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

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

~~Substantial Number means quantity of persons from sufficient, different households to reflect a cross section of the neighborhood surrounding the Solid Waste Facility.~~

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 Haulers to use U.S. Hwy 12-18 as the principal route to the Rodefled Facility and shall continue to access the Rodefled 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 Rodefled Facility entrance is modified by the Wisconsin Department of Transportation such that vehicles are on a local road, to specifically include Meier ~~Rd~~ Road, a new frontage road north of U.S. Hwy 12/18 and south of Rodefled Facility, and the frontage road adjacent to the Yahara Golf Course. Transporters may use CTH AB during emergencies, as a construction detour, and if they are hauling for local generators in the Towns of ~~Blooming Grove or Cottage Grove~~. Reasonable accommodations shall be made to allow Solid Waste haulers access to the Rodefled Facility when significant highway construction occurs on U.S. Hwy 12-18 alongside the facility.

**Commented [A4]:** Do we need to allow haulers to direct haul from residences and businesses that used to be in Blooming Grove?

B. METHOD OF HAULING

1. Truck Litter Control.

The County agrees to require trucks delivering Solid Waste to the Rodefled 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 Rodefled 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 Rodefled Facility without a cover or to leave the site with earthen debris still loose in the box. Trucks carrying materials which can fall, be blown or otherwise dislodged from the trucks, shall be covered 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. 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. The County shall spot check at least 5% of packer truck hoppers leaving the site. It shall be a violation of Rodefled 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.

2. Mud Tracking.

The County agrees to maintain the paved entrance area to the Rodefled Facility free of mud tracked from vehicles from the facility. To the extent that CTH AB is used by the County for activity related to the Rodefled Facility, it shall also be kept free of mud tracked from vehicles. This shall be done by maintaining graveled access roads inside the site and by sweeping or washing down paved roads inside the site, on U.S. Hwy 12-18, on CTH AB, or other access road as needed.

The County shall maintain a street sweeper at the Rodefled 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 in close proximity to the Rodefled Facility access drive. Notice shall be provided to the County by directly contacting the Rodefled Facility or County ~~Public Works~~ [Department of Waste & Renewables](#) when mud tracking problems requiring additional attention exist upon public thoroughfares.

C. DEBRIS PICKUP

County Solid Waste Facility staff shall exercise a reasonable daily regimen to inspect and control blowing debris leaving the Rodefled Facility on all days when the facility is in operation. County staff shall drive along U.S. Hwy 12-18, CTH AB, and Femrite Drive to inspect and remove litter along the right-of way and adjacent yards proximate to the Rodefled Facility, when the facility is open. Litter control shall be conducted on Saturday 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 pick up and collect debris as necessary on and alongside U.S. Hwy 12-18 and such other roads as are used by trucks delivering waste to the Rodefled Facility and wherever debris attributable to the Rodefled Facility is deposited. If any of the adjacent municipalities finds it necessary to collect or remove debris attributable to the Rodefled 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 email copy notification to the County ~~Public Works Solid Waste Division~~ [Department of Waste & Renewables](#) shall be acceptable.



ARTICLE III  
OPERATIONAL CONCERNS

A. ACTIVE SITE LIFE

The County shall maintain all appropriate actions and commitments provided in this Agreement from the issuance of WDNR's facility operating license for the expansion until completion of Final Closure of the Solid Waste Facility. Unless otherwise stated, the Active Site Life until the Solid Waste Facility permanently ceases to accept Solid Waste shall be the term for the conditions and obligations provided herein to pay compensation or control landfilling activities related to nuisance concerns. The County recognizes that this Agreement includes certain preconditions as well as obligations which survive closure of the Solid Waste Facility.

B. 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 Active Fill Area, the Solid Waste Facility, generally, and the operations at the Rodefled Facility shall be subject to all applicable County, City, and Town pre-existing ordinances and approvals. In particular, all pre-existing local zoning approvals are applicable to the Rodefled Facility.

C. REPORTS TO LOCAL MUNICIPALITIES

1. Reports from the County.

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 provide to the City and the Town electronic copies, within seven (7) days of distribution by the County, of all written reports and written correspondence provided by the County to the Department of Natural Resources or to any other state agency or to any federal agency associated with the Solid Waste Facility including, but not limited to, letters, technical reports, waste source data, testing data, recording data and monitoring data. The County shall post these electronic copies on a webpage or other form of electronic clearinghouse, except when said documents are confidential and not subject to public disclosure under the Wisconsin Public Records law. The County shall provide written or email notification to the City Engineer, the Street Superintendent and the Town Clerk of Cottage Grove when new copies of reports or correspondence are posted. These copies shall be provided by the County at no cost to the City and the Town unless the City or either the Town notifies the County that it will accept more limited information for a specified period of time.

2. Reports from Government Agencies.

During the Active Site Life and extending after Final Closure during which the County is required to satisfy any net worth or other financial responsibility standard under any state or federal law, the County shall provide the City and the Town electronic copies, within seven (7) days of receipt by the County, of all written reports and written correspondence received by the County from the Department of Natural Resources or from any other state or federal agency when these

reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, technical reports, waste source data, testing data, recording data and monitoring data. The County shall post these electronic copies on a webpage or other form of electronic clearinghouse. The County shall provide written or email notification to the City Engineer, the Street Superintendent and the Town Clerk of Cottage Grove when new copies of reports or correspondence are posted. These copies shall be provided by the County at no cost to the City and the Town unless the City or Town notifies the County that it will accept more limited information for a specified period of time.

#### D. SOURCE OF WASTE

No more than 10% of waste generated outside of Dane County can be Disposed of at the Solid Waste Facility unless an exception is specifically authorized by the County Board of Supervisors. This includes Solid Waste which is initially generated outside of the County and transported to this area for purposes of any form of mechanical separation, removal of recyclable material, or other treatment prior to Disposal at the Solid Waste Facility. No action will be taken by the County Board to allow Disposal of more than 10% of Solid Waste from outside the County without first providing 30 days notice to the City and the Town.

#### E. HOURS OF OPERATION

The County shall only operate the Solid Waste Rodefeld Facility between 6:00 a.m. and 5:00 p.m., Monday through Friday, and ~~6~~7:00 a.m. and 12:00 noon on Saturdays; where operation of the Solid Waste Rodefeld Facility is defined to mean the operation of any equipment or trucks and the receipt of waste. ~~Solid Waste can be received Monday through Friday from 7:00 a.m. until 3:00 p.m. and on Saturday from 6:00 a.m. until 11:00 a.m. In addition to the hours listed above, Solid Waste may also be received at the transfer station~~ Construction & Demolition Recycling Facility at the Rodefeld Facility Monday through Friday from 3:00 p.m. until 5:00 p.m. ~~During operating hours listed above that fall outside the waste acceptance hours listed above, the County may operate equipment and do work necessary for site maintenance.~~ The Solid Waste Rodefeld Facility may be operated from 7:00 a.m. to 5:00 p.m. on Saturdays following either:

1. A week within which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day or other legal holidays occur; or,
2. A week within which adverse weather conditions (such as high winds, rain, extreme cold, ice or heavy snow) have prevented the County from operating the Solid Waste Facility for an aggregating period of more than five (5) hours in any one day.

The landfill gas processing facility is a continuous operation (24/7, 365 days per year) to comply with State and Federal regulations. The County will make every reasonable effort to minimize biogas processing facility activities outside of the Rodefeld Facility hours of operation described above.

Subject to applicable City Ordinances, the County reserves the right to conduct construction activity at the Solid Waste Rodefeld Facility in a manner to achieve an expedited

**Commented [A5]:** This was updated to match proposed Zoning language. Town expressed some concerns with this change.

**Commented [A6]:** Added by County after the latest staff meeting.

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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 Solid Waste Facility to extend its hours to be able to accept Solid Waste from an Emergency.

#### F. ODOR ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on then current technology to control odor from the Solid Waste Facility or any recycling drop-off areas 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 Solid Waste Facility for the life of the facility and as long thereafter as is reasonably determined necessary to control gas migration or odor. The specifics of the gas control system shall be a minimum of a landfill gas destructor designed with a sufficient gas detention time to oxidize 99.0% of airborne odors and volatile organic compounds. The gas destructor shall be operated pursuant to DNR standards.

The County agrees that it shall take whatever precautions are feasible and reasonably practicable to prevent emissions into the ambient air of any substance or combination of substances in quantities such that odors objectionable to a reasonable person result. If five or more households and the City Street Superintendent or Town designee, reports that they have experienced objectionable odors during a seven day period, if a Substantial Number of households during the period of emission claim that they have experienced objectionable odors, the problem shall be treated as a substantiated complaint requiring the City of Madison and/or Town of Cottage Grove involvement based on whether any of the complaining households are located therein~~involvement.~~

The Street Superintendent or Town Engineer, as applicable, shall determine when odors become a nuisance, at which time the City or Town shall consult with the ~~Director of County Public Works~~County Director to generate several options or alternatives for remediating the odor problem. Once these options have been discussed, the Street Superintendent or Town Engineer shall meet with County Director and attempt to agree upon the appropriate corrective action. If they are unable to agree upon the appropriate corrective action, a third-party consultant shall be selected by at least two of the three parties to this agreement and hired at County's expense. The third-party consultant shall unilaterally decide the most practicable, cost effective, remedial action of the presently available alternatives. 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.

#### G. DUST ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on current technology to control dust from the [Solid WasteRodefeld](#) 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 Solid Waste Facility which are disturbed and not being actively used, to control windblown dust.

A water truck shall be available at the Solid Waste Facility for watering access roads, borrow areas, and other areas where dust may be generated.

The County shall provide the City and the Town with the name and telephone number of an employee who shall be available if watering or other emergency site maintenance on the [Solid WasteRodefeld](#) Facility is necessary.

#### H. BLOWING DEBRIS CONTROL

1. Prior to the acceptance of waste at the expanded Solid Waste Facility, the County shall: (a) repair any breaks in existing perimeter line fences (b) Install a six-foot (6') high fence (i.e., chicken wire, chain-link, or similar material) (c) Use portable fencing windscreens in the active area when practicable.
2. Due to the proximity of the proposed expansion to neighboring properties, the County shall include additional screens to control windblown debris, as needed.
3. The fencing shall be cleaned of litter and debris as deemed necessary by the County's landfill supervisor. 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. The litter and debris shall be returned to the Active Fill Area for Disposal pursuant to Article II, Section C. Further, if any litter escapes the Solid Waste Facility, the County agrees to pick up the litter on neighboring properties, where necessary, and return it to the Active Fill Area for Disposal. Also, upon notice from any of the adjacent municipalities, the County shall have 2 working days or 3 Calendar days (plus legal holidays) to effect pickup of windblown debris.
4. The County agrees to stop accepting waste any day when waste is leaving the site as determined by the County's landfill superintendent. Wind speed shall be monitored on a continuous basis and 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.
5. The County will comply at all times with this Agreement concerning blowing debris and shall operate the Solid Waste Facility in complete compliance with present and future applicable federal and state statutes, administrative code requirements, regulations, and WDNR requirements as per the current amended version of NR500-520 Wis. Admin. Code, or any successor provisions.

#### I. SOLID WASTE FACILITY 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 Solid Waste 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. The County shall submit a report on the success of the Bird Control Plan to the City and the Town every two (2) years. This report and notification of this report can be done electronically, using the methods described in Article III, Paragraph C of this Agreement.

#### J. SOLID WASTE FACILITY SCREENING/ LANDSCAPING PLAN

The County shall provide partial screening as practicable to the existing Solid Waste Facility and proposed expansion. The berms and plantings shall be concentrated along the periphery of the Solid Waste Facility, adjacent to the right-of-ways. This screening plan shall also be subject to City zoning approval when the Planned Development Zoning application is submitted to the City. Preliminary specifications for the screening and planting plan are set forth in Attachment C. These specifications and plans may be amended pursuant to revisions required for City zoning approvals, WDNR requirements, or to accommodate the Wisconsin Department of Transportation's possible reconfiguration of U.S. Hwy 12 & 18.

**Commented [A7]:** Update Attachment C with the latest City approved landscaping and screening plan.

#### K. 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. This protection does not extend to levels of nitrates, Agricultural Chemicals, petroleum hydrocarbons or Bacterial Contamination in excess of safe drinking water standards. 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, unless the contaminant is shown to be nitrates, Agricultural Chemicals, petroleum hydrocarbons or Bacterial Contamination. The County agrees to provide water fit for human consumption including bathing, and water for use by livestock.

#### L. WELL MONITORING

Wells designated by WDNR shall be monitored per WDNR monitoring requirements by the County quarterly for purposes of determining the purity of the water in such wells. A current list of these WDNR designated wells, which may be modified by subsequent WDNR orders or conditions, is incorporated herein as Attachment E.

All reports and test results relating to such WDNR mandated monitoring and sampling will be made available to the affected well owners, to the City Engineer and City Water Utility General Manager, and the Town Clerk. These reports and test results, as well as notification of these reports and test results, can be provided to the City and the Town electronically, using the methods described in Article III, Paragraph C of this Agreement. Affected well owners shall receive reports and test results generated from monitoring on their properties. Results will also be made available to individual residents in Groups A+, A, B, and C upon request. The reports shall include a list of current P.A.L. limits for each contaminant sampled.

The costs of sampling and testing as required by this Section shall be borne by the County.

The well protection program shall be perpetual consistent with the current Wisconsin DNR standards.

#### M. EMERGENCY RESPONSE SERVICES

To the extent necessary, this agreement shall constitute an inter-governmental Agreement between the County and the City, pursuant to Sec. 66.0301, Wis. Stats., for the City to provide the following emergency response services, as needed, to the Rodefild Facility:

- (1) HAZMAT response services, as provided by the Hazardous Material agreement between the City and the County and the City's agreement with the State of Wisconsin designating it as a Regional Response Team, as those agreements may be updated from time-to-time;
- (2) reasonable, necessary fire fighting service with customary mutual aid arrangements made available;
- and (3) medical assistance response service.

These services shall be recompensed by the County or the appropriate party on a per incident basis, as costs are incurred.

#### N. DRAINAGE AND EROSION CONTROL

The County shall 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 Solid Waste Facility. Plans shall be implemented in accordance with Chapter 14 of Dane the County Ordinances and WDNR recommendations and approvals.

Concepts which shall be included in these plans can be described as follows:

1. 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 Solid Waste 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.

2. 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.

3. 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.

#### O. REGULATORY COMPLIANCE

The County shall comply, at all times, with this Agreement and shall also operate the [Solid Waste Roddefeld Facility](#) at all time 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.

The County shall comply with all well monitoring requirements imposed by DNR, or required by the Wisconsin Administrative Code and any applicable successor regulations (including specifically the monitoring provisions set forth in Chapter NR507), as well as any other applicable state or federal rule or requirement applicable to well monitoring. The County shall also comply with all well monitoring conditions imposed by WDNR's Feasibility Determination, the approved Plan of Operation and specifically the facility monitoring plan for the Solid Waste Facility as described in Sec. NR514.05(8), Wis. Admin. Code, and any additional closure or Long Term Care plans required by WDNR for the facility. The County shall provide copies of the aforementioned monitoring data to the City Engineer and to the Town Clerk within seven (7) days of distribution by the County to WDNR, unless the City or the Town notifies the County that it will accept more limited information for a specified period of time. This information and notification of this information can be provided to the City and the Town electronically, using the methods described in Article III, Paragraph C of this Agreement. This information shall be available for inspection by property owners.

The County shall comply with all groundwater and surface water monitoring requirements imposed by DNR, or required by the Wisconsin Administrative Code (including specifically monitoring provisions as stated in Chapter NR507), as well as any other state or federal rule or requirement applicable to ground water and surface water monitoring for the Solid Waste Facility. The County shall also comply with all groundwater and surface water 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. The County shall provide copies of the aforementioned monitoring data to the City Engineer and to the Town Clerk within seven (7) days of distribution by the County to WDNR, unless the City or the Town notifies the County that it will accept more limited information for a specified period of time. This information and notification of this information can be provided to the City and the Town electronically, using the methods described in Article III, Paragraph C of this Agreement. This information shall be available for inspection by property owners.

P. 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.



ARTICLE IV  
ENFORCEMENT SYSTEM

A. PROGRESSIVE COMPLAINT SYSTEM

There shall be a multi-level system to handle nuisance complaints involving potential unpleasant odors emanating from the site, blowing litter leaving the site and mud tracking problems upon public roadways resulting from traffic leaving the site. ~~County Public Works County Director~~ and the Street Superintendent shall cooperate to deal with citizen complaints. This shall be a four level contractual dispute resolution system to resolve citizen complaints without the necessity of recourse to the court system. However, this system shall not be the exclusive means to resolve citizen complaints.

This system shall be used to cooperatively resolve complaints. In the alternative, City zoning citations or complaints may be issued for alleged violations at the Rodefeld Facility, thus providing the County the opportunity to challenge unfounded complaints or major issues in a neutral forum. The contractual enforcement system described herein shall provide an expedient, informal dispute resolution system with civil forfeitures withdrawn from an account specifically and exclusively designated for this purpose.

B. INFORMAL COUNTY RESPONSE

The County shall be primarily responsible for all management, control and operational concerns relating to the ~~Solid Waste Rodefeld~~ Facility operations. Therefore, informal complaints regarding ~~Solid Waste Rodefeld~~ Facility operations shall be directed to the on-site ~~landfill manager Operations Manager~~ or the ~~Solid Waste Manager County Director Deputy Director of the Dane County Department of Waste & Renewables~~. If the issue is not promptly addressed, informal complaints shall be directed to the ~~Director of County Public Works County Director~~. Informal complaints may be communicated in any manner including by telephone, e-mail, or other verbal or written communication. The County shall make reasonable, practicable efforts to correct odor, blowing debris and mud tracking problems. This shall be Level I of the above-designated enforcement system.

C. FORMAL COMPLAINTS

If an informal complaint is not resolved in a reasonable time, a formal complaint may be filed. All formal complaints shall be in writing, and submitted to the ~~Director of County Public Works Director of County Department of Waste & Renewables~~ and the Street Superintendent. This first step in the formal complaint process shall be Level II of the above-designated enforcement system. Formal complaints shall be initially referred to the ~~County Director Solid Waste Manager~~ for response and possible action. Any action taken or written response to a formal complaint shall be maintained as a departmental record and a copy shall be provided to the Street Superintendent.

The Street Superintendent shall retain copies of all documents related to formal complaints. The Street Superintendent shall monitor the County's compliance where nuisance impacts relating to odor, litter or mud tracking exist, shall document recurring nuisance problems, and shall seek

cooperative solutions to problems involving formal complaints. When the Street Superintendent communicates in writing with either the County or the complainant, the other party shall receive a copy of this written communication.

#### D. RECURRING OR UNRESOLVED COMPLAINTS

When the Street Superintendent documents either recurring or unresolved formal citizen complaints, the Street Superintendent shall make a pre-sanction determination in writing, which shall be issued to both the complainant and the ~~Director of County Public Works~~ [County Director](#). This pre-sanction notice shall be Level III of this enforcement system, and 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 County ~~Department of Waste & Renewables~~ [Public Works](#). Mandatory corrective action shall be limited to those actions found to be reasonable and practicable under the circumstances presented in the complaint.

#### E. PENALTIES AND USE OF SPECIAL ACCOUNT

If the County fails to take corrective action within a reasonable time after receiving a pre-sanction notice, the Street Superintendent shall issue a violation notice to the ~~Director of County Department of Waste & Renewables~~ [Director of County Public Works](#).

The actual civil forfeiture in this contractual dispute resolution system shall be calculated from the penalty schedule provided in Attachment F, which is incorporated herein. When the ~~Director of County Department of Waste & Renewables~~ [Director of County Public Works](#) disputes a violation, the Street Superintendent shall provide the County with an opportunity to meet to discuss the alleged violation. If the ~~Director of County Department of Waste & Renewables~~ [Director of County Public Works](#) does not concur as to existence of a violation, the City may issue a citation or complaint for a zoning violation starting from the date of the original infraction. This system shall afford the County the ability to utilize the normal judicial process where the existence of a violation is contested.

The County shall create a specifically designated account for purposes of making funds available to pay fines imposed as a result of Solid Waste Facility operations. The County and the City shall adhere to the provisions provided in Attachment F to achieve the purposes stated in this chapter of the Agreement.

This system shall not preclude the County from exercising any due process rights afforded to the County, nor shall this enforcement system be used to deny the County any available contractual remedies.

F. COMPLAINTS FROM TOWN RESIDENTS

If the complainant is a Town resident, the City and County shall contact the Town Engineer at Level II of the above-designated enforcement system and give the Town Engineer the opportunity to participate in the resolution process.

ARTICLE V

OPERATIONAL CONTINGENCIES AND FINAL USE

A. SITING FUTURE LANDFILLS

Any future expansion of the Active Fill Area 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. SUPERCEDES- PRIOR AGREEMENTS

This Agreement -specifically supersedes any terms or conditions in any prior agreements regarding the Rodefeld Landfill, ~~including the 1993 Negotiated Agreement~~~~the 2014 Negotiated Agreement~~, unless specifically stated herein. This Agreement was entered into with recognition and full knowledge of those prior agreements.

This Agreement shall not supercede or in any way affect the following:

~~1. The agreements entered into subsequent or commensurate with this Agreement in order to effectuate the expansion of the Rodefeld Solid Waste Facility, including:~~

1. The 2014 real estate transaction and Rodefeld Landfill Expansion and Solid Waste Agreement between the City and the County, and any amendments thereto, entered into in order to facilitate the 2014 Rodefeld Landfill expansion.

2. The Rodefeld Landfill Expansion Agreement entered into in 2013 between the County and the Town.

~~3. The Rodefeld Landfill Expansion Agreement entered into in 2021 between the County and the Town.~~

~~4. The Rodefeld Landfill Commercial Property Compensation Agreement entered into in 2013 between the County and Michael Niebuhr.~~

**Commented [A8]:** Does this need to be updated for 2021?

**Commented [A9]:** Terms of the agreement have been met, and this property has been added to the compensation list.

~~5.3.~~ The January 16, 1984 Land Exchange Agreement entered into between the City and the County (and recorded with the Dane County Register of Deeds as document no. 1920750).

~~6.4.~~ The May 20, 1994 Landfill Expansion Real Estate Agreement entered into between the City and the County (and recorded with the Dane County Register of Deeds as document no. 2607108).

#### D. HEIGHT LIMITATIONS

The maximum final design elevation of the Solid Waste Facility shall be ~~999.61065~~ 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 to be up to 5% higher than final waste grades when compared to the total depth of waste at a given location.

**Commented [A10]:** The County has decided to lower the final height by 20 feet compared to our initial proposal.

#### E. FINAL USE

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

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

2. No ~~buildings, structures or storage of any kind~~ uses inconsistent with conservancy zoning shall be allowed on the nature conservancy 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 original and expansion fill areas to establish the areas as nature conservancy area, subject to reasonable safety and security precautions. The County shall also maintain, repair and provide Long Term Care of the Active Fill Area at the Solid Waste Facility to preserve the Active Fill Area, 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.

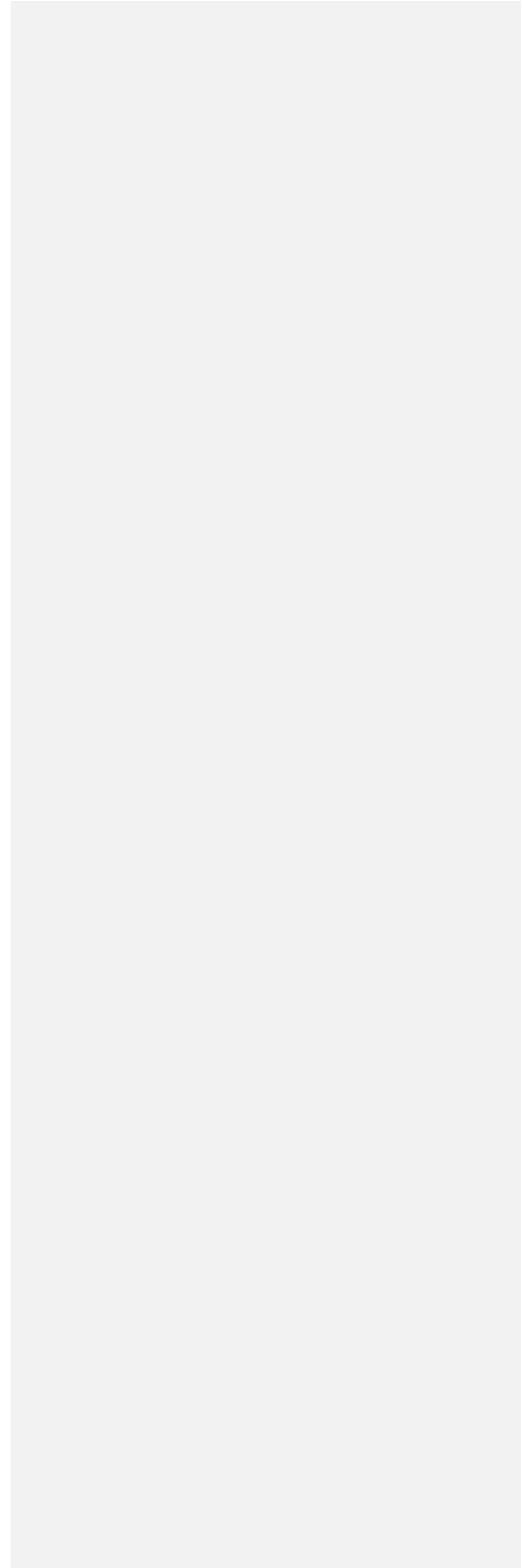
4. After Final Closure, areas of the conservancy may be used for ~~composting or other waste processing operations~~ permitted uses as approved by applicable zoning and WDNR regulations in compliance with state Statutes.

5. No waste disposal shall be allowed in the conservancy area after closure of the landfill.

~~56.~~ If Dane County is required by Wisconsin Department of Transportation to relocate the landfill entrance and the relocated entrance requires a new location for the scale building, the scale building may be constructed within the conservancy area.

~~67.~~ The areas of the Rodefild Facility not included within the nature conservancy area, including all existing buildings and structures may be used consistent with the City of Madison zoning.

| [78](#). The nature conservancy area as described in this Section is shown as Parcel "A" on Attachment B.



ARTICLE VI

PROPERTY COMPENSATION AND INDEMNIFICATION

A. RESIDENTIAL PROPERTY COMPENSATION

The County shall make annual payments, as adjusted by the All Urban Consumer-~~Minneapolis-St. Paul, Minnesota-Wisconsin Milwaukee~~ CPI, or equivalent if unavailable, for payments after the first full year payment, to eligible residential property owners within the four groups as hereinafter described, as shown on Attachment G:

- 1) Group A+: Annual Payment of ~~\$6,000~~\$7,019.12 with CPI.
- 2) Group A: Annual Payment of ~~\$3,300~~\$3,860.52 with CPI.
- 3) Group B: Annual Payment of ~~\$2,200~~\$2,573.68 with CPI.
- 4) Group C: Annual Payment of ~~\$1,100~~\$1,286.85 with CPI.

**Commented [A11]:** Proposing a 12% increase above 2021 levels

These payments are subject to the following conditions:

- The County shall make pro-rata payments for any partial year of compensation, except in the year of Final Closure the County shall make the full Annual Payment notwithstanding the date of Final Closure.
- These payments only apply to residential property. Commercial property is excluded.
- Payments shall be made to the owners of non-owner occupied single-family properties, not the occupants.
- Payments to Group A+, A, and B properties apply only to the title owners of property in fee simple or vendees of record of land contracts for sale in fee simple as of ~~October 1, 2013~~January 1, 2021, as shown in Attachment G.
- Payments to Group C properties apply only to the title owners of property in fee simple or vendees of record of land contracts for sale in fee simple as of -September 1, 1992, as shown in Attachment G.
- ~~The Safeguard Storage commercial lot will receive this annual payment if a residence is built on the property by January 1, 2019, as proposed by Mr. Neibuhr.~~
- Duplex units are included, but only the owner of the property is compensated.
- If an eligible property has joint ownership, then one payment shall be made to the joint owners.
- No single property listed in Attachment G shall be eligible for more than one payment.

**Commented [A12]:** JW to check on house sales Nov 4 – Jan 1

- Multifamily dwellings (three or more units) are not included in this compensation group.
- The first prorated payment shall be made when WDNR issues operating or construction permits for the Rodefald expansion, whichever occurs first. Annual payments shall be made thereafter based upon the calendar year until Solid Waste is no longer received at the expanded Solid Waste Facility. The last payment shall be pro-rated, as necessary.
- 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 H).
- These compensation payments are nontransferable and are only payable to current, eligible property owners (listed in Attachment G) as of the date of this Agreement. Transfer of ownership interests to any of the above-listed properties shall result in termination of payments for that property presently eligible for compensation.
- 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. RETROACTIVE COMPENSATION PAYMENTS

~~The current Class A+ owners who have not been receiving annual payments under the 1993 Negotiated Agreement will receive a one time lump sum payment of \$16,850. No retroactive compensation payments will be made to any Class A-C property owners. No retroactive payment will be made to the Safeguard Storage property as part of this Agreement.~~

~~Retroactive payments will be made when WDNR issues operating or construction permits for the Rodefald expansion, whichever occurs first.~~

#### C. PROPERTY VALUE GUARANTEES

In consideration of the potential adverse impact that the Solid Waste 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 four groups on Attachment G ("Eligible Properties") against property value loss in the event of sale during the Active Site Life of the Solid Waste Facility and extended as provided for below in Subsection 3(f) or Subsection 4. The property value guarantee shall not extend to the Safeguard Storage commercial property. 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, and (2) as of the date the property was placed on the market, but making the sole additional assumption that the Solid Waste 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 Solid Waste 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 Compensable Value of the property, which is defined in Subsection 1(b) above, shall be established in the same manner as described in this Paragraph based upon 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 A shall notify the County within two (2) years after closure of the Solid Waste Facility; and, eligible residents in Groups B and C shall notify the County within one (1) year after closure of the Solid Waste 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.

Maintenance of this obligation shall terminate two (2) years beyond the last date when Solid Waste is deposited into the Solid Waste Facility for eligible property owners in Group A+ and A and one (1) year beyond the final date of acceptance of waste for eligible residents in Groups B and C. The County's obligation to protect the "fair market value" of an Eligible Property ceases upon making the one-time payment of \$1,000. Furthermore, all compensation payment obligations to this property cease upon election of this option.

5. Miscellaneous Provisions.

a. Only owners of record of an Eligible Property as of October 1, 2013, as shown in Attachment G, 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.

b. Payment of property value guarantees shall be made only once for any individual tax parcel included in Attachment G. 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.

c. 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.

d. If the County purchases property under this Section C, the owner shall not be entitled to occupy the property after the date of closing without the consent of the County; provided, however, that any conveyance to the County shall be subject to the rights of tenants. Any property owner choosing to occupy beyond the date of closing shall be responsible for and

pay all utility costs accrued during his/her occupancy, and pay rent to the County in the amount of \$1,000.00/ month. The maximum extension of occupancy hereunder shall be three months.

#### D. 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 Solid Waste Facility or for any other damages caused or costs incurred by reason of the presence of the Solid Waste 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 an individual account administered by the County to be used exclusively for environmental response and remedial action associated with the Rodefeld Landfill. This shall be a perpetual account with up to \$100,000.00 deposited to this account if the Solid Waste Facility closes prior to the monies in the account reaching that level. 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 Solid Waste Facility during that year, commencing with Disposal operations at the expansion facility.

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](#) ~~County Public Works~~ 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 Solid Waste 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 ~~d~~Disposed of at the Solid Waste 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.

E. INDEMNIFICATION

The County shall indemnify, hold harmless, and defend the City, ~~the Town of Blooming Grove~~ and the Town of Cottage Grove, 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 Solid Waste 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 Solid Waste Facility, and the Disposal, treatment, Storage, processing and removal of Solid Waste at the Solid Waste 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 Solid Waste Facility.

ARTICLE VII  
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 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

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 Rodefild Landfill. Additionally, the Rodefild Landfill 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 Rodefild Facility, unless a clarifying amendment hereto is agreed to by the parties who have executed this Agreement. Furthermore, to the extent this Agreement conflicts with the City zoning approvals for the PUD/SIP, the participating municipalities to this Agreement consent to amend this negotiated agreement to conform to the aforementioned zoning approvals.

E. AMENDMENT

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

F. EFFECT OF FUTURE NEGOTIATED AGREEMENTS

The parties agree that this Agreement may be superseded in the future by a new negotiated agreement under Sec. 289.33, Wis. Stats., whether or not the parties to this Agreement are all parties to the future agreement.

F. BINDING EFFECT

This Agreement shall bind the County, the City, the Town, the Rodefild 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 and Town and their respective officers, agents, employees, or designees agree to support the proposed expansion and continued operation of the landfill, and agree not to file a contested case or other litigation regarding the expansion or design proposal and agree not to assist any opponent of the proposed expansion.

**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.

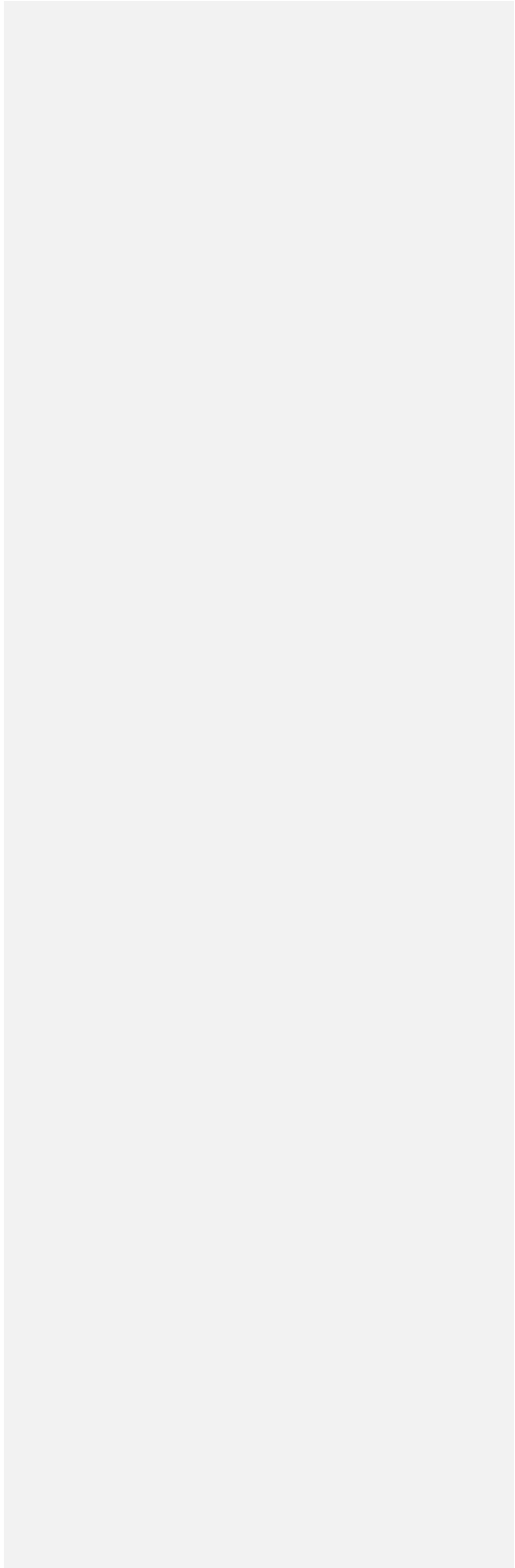


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE LOCAL NEGOTIATING COMMITTEE FOR DANE COUNTY LANDFILL SITE # 2

| \_\_\_\_\_  
~~Larry D. Nelson~~ Dan Brown, Chair  
On behalf of the Local Negotiating Committee  
for Dane County Landfill Site # 2

\_\_\_\_\_  
Date



FOR THE CITY OF MADISON

\_\_\_\_\_  
~~Paul R. Soglin~~ 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 P. MayHaas, 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

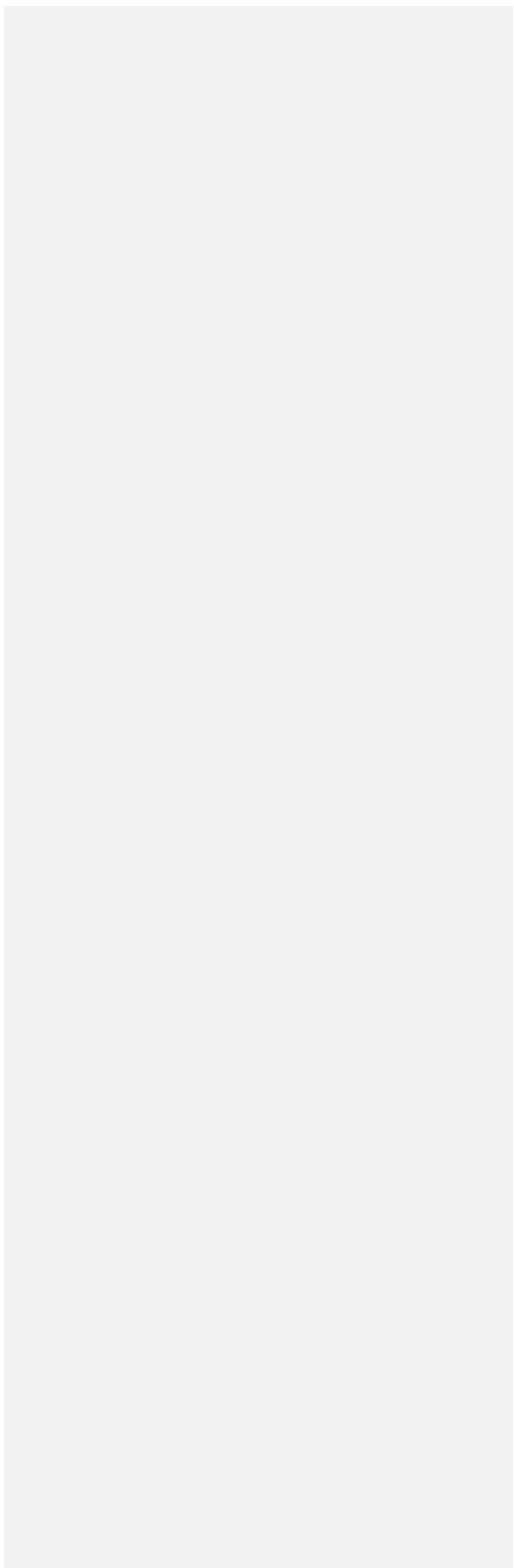
\_\_\_\_\_  
Date

Approved as to form:

| \_\_\_\_\_  
~~Constance L. Anderson~~ 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

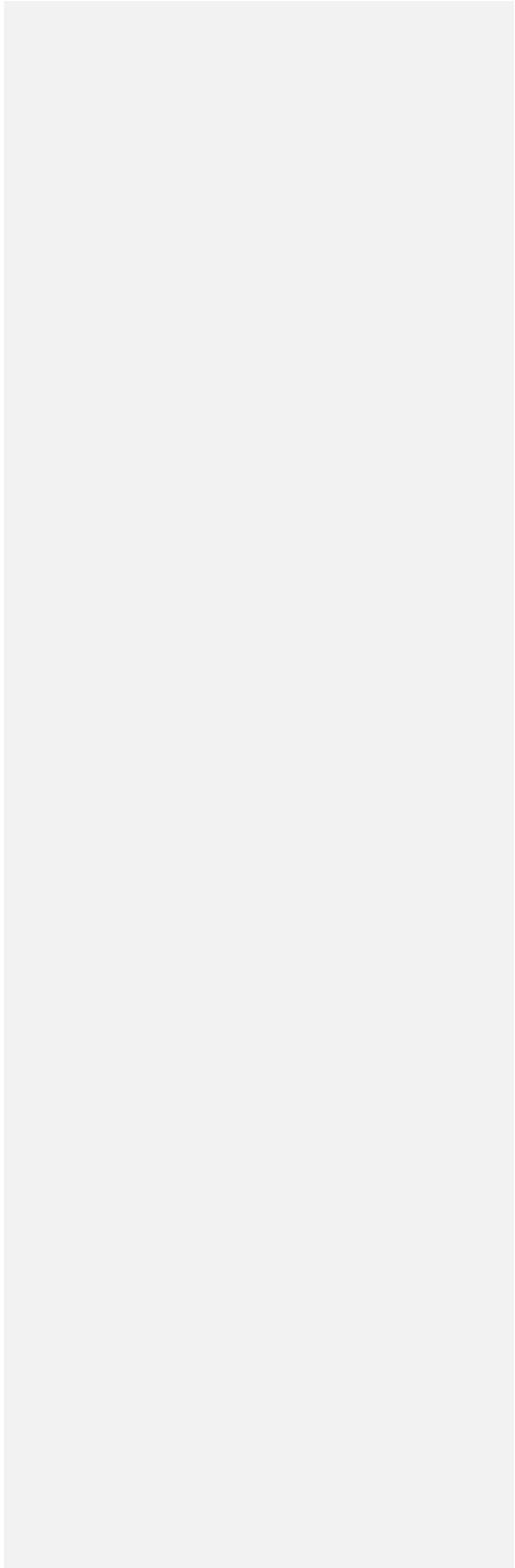
\_\_\_\_\_  
Joe Parisi, County Executive

\_\_\_\_\_  
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 List for the Negotiated Agreement**  
**Relating to the ~~Second-Third~~ Rodefeld Landfill Expansion**

**Commented [A13]:** Many of these Attachments need to be updated.

- A (I.): \_\_\_\_\_ Map of Rodefeld Facility and approved fill area
- B (V.E.): \_\_\_\_\_ Future nature conservancy area
- C (III.J.): \_\_\_\_\_ Landfill screening/landscaping plan
- D (III.K.): \_\_\_\_\_ Private protected well list
- E (III.L.): \_\_\_\_\_ WDNR designated monitored wells
- F (IV.E.): \_\_\_\_\_ Penalty structure for dispute resolution process
- G (VI.A, C): \_\_\_\_\_ Residential property compensation list/property value guarantees
- H (VI.A): \_\_\_\_\_ Acceptance of Conditions form
- I (I.): \_\_\_\_\_ CSM # **1234** Map of the Rodefeld Facility

**Formatted:** Highlight