

KEWAUNEE COUNTY/TOWN OF WEST KEWAUNEE

PHASE II LANDFILL SITING AGREEMENT

MAR 12 2002

WASTE FACILITY
SITING BOARD

THIS AGREEMENT, made this 23RD day of JANUARY 2002, is by and between Kewaunee County, hereinafter called the "County", and the Town of West Kewaunee, hereinafter called the "Town".

PRELIMINARY STATEMENTS:

The County and Town entered into an agreement in 1982 for the construction and operation of a County owned solid waste facility within the Town of West Kewaunee. The Town agreed that the County needed a place for its sanitary landfill operation, but that the site should not expose its residents or property owners to any health hazards, any property devaluation, or any other detriment. The Town and County agreed that the agreement would meet these respective obligations.

The landfill operation began in 1983 and has operated continuously since that time. The original design identified two phases of construction and operation. Phase I is expected to reach capacity within the next 6 years.

The Wisconsin Department of Natural Resources (DNR) approved the construction and operation of Phase I only. Before the County can construct and operate Phase II, the DNR must approve an engineering design. Because of the length of time required to obtain department approval, the County is starting the approval process at this time. Notice was received by the

Town that the County is starting the Phase II landfill siting process in a letter dated June 28, 2001. Mr. Dorner and Mr. Michael Dovichi attended the July 10, 2001 town Board Meeting.

A second element of the landfill siting or expansion process is negotiations, and if necessary, arbitration with the municipality in which the landfill is to be located. The requirements of this negotiation and arbitration process are found in Sec. 289.33, Wisconsin Statutes. The purpose of the negotiation is to develop an agreement that is acceptable to the County and the Town for the siting and operation of Phase II of the landfill.

AGREEMENT

NOW THEREFORE, in consideration of covenants hereinafter set forth, it is mutually agreed as follows:

1. Conditional Use Agreement The Town and County will enter into an agreement which confirms the County's authority to operate a sanitary landfill on the property described on the attached description page, for the proposed Phase II, (Exhibit 1) for so long as the terms and conditions of this agreement are complied with, or modified by mutual agreement.

2. Fire Protection Services The Town will provide fire protection services through the Kewaunee Fire Department to the site and facility and the County will in turn pay the established equipment and manpower expenses for all fire runs to the site.

3. Operational Standards In its operations at the site, the County agrees that it will provide the following:

(a) Waste Transportation The County will direct the Sheriff to enforce existing state and county anti-littering laws, particularly on those roads leading to the landfill.

(b) Baler In order to minimize and/or eliminate operational problems typically associated with conventional landfills, the County may continue to utilize a baler, located within the Baler Building to process baleable refuse prior to disposal. If the baler is not used, a suitable compactor will be used to compact refuse at the landfill. The County will insure that windblown paper and plastic does not become a nuisance to adjacent landowners.

(c) Fencing The County agrees to install a woven wire fence with a nominal height of 47 inches and the spacing on the wires will be 2" x 4". In addition, 2 strands of No. 12-1/2 gauge or larger wire having 4 points barbs spaced not more than 5 inches

apart shall be installed. The fence will be placed around the disposal area and a gate will be maintained at the entrance to the disposal area.

(d) Rodent Control A contract will be arranged with a rodent control company which will provide effective control of rodents at all buildings and the disposal area. The program will consist of periodic inspections and replacement of bait as necessary. Bait suitable for outside use will be employed. Gassing of any tunnels will be completed, as required and extra rodenticides will be utilized as necessary to provide rodent control.

(e) Dust Dust will be controlled by the use of paved and graveled access roads and the use of water or chloride shall be used as needed. The amount of exposed soil will be minimized by the use of vegetative cover on excavated soils. If dust problems do occur it will be the landfill operator's responsibility to water down the dry soils and roadway as needed.

(f) Acceptable Waste Types The landfill is designed and approved for the disposal of municipal, commercial, and industrial solid waste.

Wastes that will be excluded from this balefill are:

- (1) Waste that fails the paint filter test.
- (2) Semi-liquid sludges that fail the paint filter test.
- (3) Toxic and hazardous waste as defined by Federal and State Regulations.
- (4) Animals greater than 250 pounds.
- (5) Agricultural waste except for empty and rinsed herbicide, insecticide, fungicide, etc. containers.
- (6) All other waste determined to be unsuitable for disposal by the County.

(g) Monitoring Private potable water supply wells will be sampled according to Wisconsin Administrative Code NR 140. The landfill indicator parameters of field pH, field conductivity, Chemical Oxygen Demand, dissolved iron; hardness, chloride, and alkalinity will be tested annually for wells located within ½ mile of the disposal area. Each well will be sampled every third year, with 1/3 of the wells tested annually. The schedule will be repeated throughout the life of the landfill. An annual report presenting the analytical data will be sent to the Town within 60 days of the receipt of the data from the laboratory.

(h) Abandonment The design of the landfill will permit abandonment of the disposal area sequentially. Upon reaching finished waste disposal grades, daily cover and intermediate cover will be placed over the area. A final cover will be installed when a sufficiently large enough area is available for construction. Every effort must be made to close as much of the landfill as reasonable when possible.

(i) Daily Cleanup Clean up at the bale processing facility will consist of the collection of any windblown material on and around the site. The tipping area will be swept of all debris daily. The processing area will be swept daily and washed down as required. Clean up at the landfill will consist of the daily collection of any windblown material from on and around the site. This material will be collected and deposited at the landfill face. The access road will be inspected for waste, which will also be properly disposed of. Clods of dirt on the paved access road will be removed daily.

(j) Site Closure When the landfill is filled and waste is no longer accepted, the gate will be closed and locked, and within 60 days after ceasing to accept waste, the previously filled area will be abandoned. Final use of the site has been identified as

passive open space. Monitoring of groundwater will be performed as required by administrative code and Wisconsin Department of Natural Resources approvals. The County will be responsible for maintenance of a vegetative cover over the landfill for the period of the long-term maintenance. The County will be responsible for maintaining the surface contours on the site. Areas where settlement of the refuse creates depressions will require filling and leveling in order to maintain suitable drainage. Where erosion has occurred, recontouring and seeding will be required.

(k) Long Term Care-Inspection and Maintenance. The County will be responsible for monitoring the landfill during the long-term care period. The function of monitoring is to ensure that the landfill is properly maintained in an environmentally safe manner. The integrity of the final cover and gas and leachate monitoring controls will be monitored during the long-term care period of the landfill.

4. Regulatory Compliance In addition to the above, the County will comply with all Wisconsin Statutes and Wisconsin Administrative Code regulations dealing with solid waste management or the operation of sanitary landfills, and each of the same is incorporated into this agreement by reference as though being a condition of this agreement. All acts amendatory to the above regulations or statutes adopted after the date of this agreement shall likewise become part of this agreement, unless such amendments act to lower the standards.

5. Town Indemnification The County will agree to fully indemnify any town tax payer for any liability asserted against them in relation to the landfill including but not limited to the event that a potable water well becomes contaminated as a direct result of the landfill. If the contamination is proven to be a direct result of the landfill, the County will provide an alternative

potable water source to affected parties until the County can drill a new well which will meet water quality standards.

6. Annual Compensation Contingent to the opening of Phase II, the County shall compensate the Town at a rate of \$3,000.00 per year for administrative costs associated with the presence of the landfill within the town. This amount shall be adjusted annually for inflation and paid yearly in the month of January. The Bureau of Labor Statistics Consumer Price Index for all urban wage earners and clerical workers for the Midwest Urban Region will be used to determine the annual inflation factor. The base amount of \$3,000.00 will be adjusted annually from the date of the signing of this agreement until the date of the opening of Phase II. This compensation will be a responsibility of the county during the landfill operation and for the 40 years of long-term care unless the property is sold, at which time the annual payment becomes the responsibility of subsequent owners.

7 Tonnage Compensation The County agrees to compensate the Town of West Kewaunee for the disposal of solid waste at the rates presented in the following schedule:

- \$1.00 per ton for the first 5,000 tons
- \$1.50 per ton for the next 10,000 tons
- \$2.00 per ton for the next 10,000 tons
- \$2.50 per ton for the next 10,000 tons
- \$3.00 per ton for the next 10,000 tons
- \$3.50 per ton for any tonnage in excess of 45,000 tons

This compensation rate shall be reviewed and adjusted every year to the Bureau of Labor Statistics Consumer Price Index for all urban wage earners and clerical workers for the Midwest

Urban Region. Payment will be made quarterly based upon the amount of solid waste reported to the Department of Natural Resources as actually disposed of in the landfill.

8. Authorization Each of the parties to this agreement states that they have formal and binding authorization by the appropriate legislative bodies authorizing entry into the herein agreement.

IN WITNESS WHEREOF, this agreement is signed on the date indicated after the signatures of the respective parties.

Attest: Thomas G. Idun
Date: 1-23-2002

Attest: Edward J. Downey
Date: 1-30-2002

Attest: Thomas G. Idun
Date: 1-23-2002

Attest: Hele G. Abraham
Date: 1-30-02

FOR THE TOWN OF WEST KEWAUNEE
LANDFILL SITING COMMITTEE
Thomas G. Idun
Jeffrey C. Steyer
Waynard Kuehl

FOR THE KEWAUNEE COUNTY SOLID
WASTE COMMITTEE
R. Weisner
Frank Tamore
Lisa Rudy

FOR THE TOWN OF WEST KEWAUNEE
Thomas G. Idun
Alma Oley
Paul Van Soutter

FOR KEWAUNEE COUNTY
Edward J. Downey