

WASTE FACILITY
SITING BOARD

MAY 2 4 1988

JUN 3 1988

AGREEMENT BETWEEN THE TOWN OF
MEDARY, LA CROSSE COUNTY
AND
LA CROSSE COUNTY

TABLE OF CONTENTS

	PAGE
1.0 AGREEMENT	1
2.0 RECITALS	1
3.0 DEFINITIONS	2
4.0 OPERATIONAL ISSUES	5
4.1 Fencing, Gates and Security	5
4.2 Vermin, Rodent and Insect Control	6
4.3 Water and Drainage Control	6
4.4 Weed and Grass Control	7
4.5 Windblown Material or Refuse and Odors	7
4.6 Hours of Operation and Posting	8
4.7 Fire Protection	8
4.8 Buildings, On-Site Roads and Access	9
4.9 Vehicles Entering Site; Policing Roads	9
5.0 MUNICIPAL (ECONOMIC) ISSUES	10
5.1 Town Negotiation and Related Professional Expenses	10
5.2 Municipal Fund	10
5.3 Indemnity Against Claims	13
5.4 License and Permits	13
5.5 General Renegotiation of Terms or Conditions	14
5.6 Partial Renegotiation	16
5.7 Payment of Local Costs Resulting from Renegotiation of This Contract	16
5.8 Enforceability Provisions	16
6.0 NEIGHBORHOOD (SOCIAL) ISSUES	17
6.1 Diminution of Property Values	17
6.2 Final Use After Closure of SWF	17
7.0 ENVIRONMENTAL ISSUES	17
7.1 Temporary/Emergency Closing	17
7.2 Air Monitoring	17
7.3 Gas Monitoring	18
7.4 Groundwater Monitoring Program	18
7.5 Groundwater Impacts	19
7.6 Toxic and Hazardous Waste Restrictions	21
7.7 Leachate Collection, Storage, Treatment and Monitoring	21
7.8 Final Cover	22

TABLE OF CONTENTS (Continued)

	PAGE
7.9 County Responsibility During Operation and After Closure of the Facility	22
7.10 Capacity and Operation of SWF	23
7.11 Sewer Service	23
8.0 PLAN OF OPERATION	24
9.0 TOWN OF MEDARY WILL NOT OPPOSE THE SWF	24
10.0 ARBITRATION OF DISPUTES ARISING FROM INTERPRETATION, APPLICATION AND ENFORCEMENT OF THIS AGREEMENT	25
11.0 THIRD PARTY BENEFICIARY AGREEMENT/INVERSE CONDEMNATIONS	26
12.0 ASSIGNMENT	27
13.0 TERM OF AGREEMENT	27
14.0 BINDING CONTRACT	28
15.0 SAVINGS CLAUSE	28
16.0 REMEDIES	28
17.0 CONFLICT OF LAWS	28
18.0 SIGNATURES	29

1.0 AGREEMENT

This agreement, entered into this 2nd day of June, 1988, by and between the County of La Crosse, a Wisconsin Municipal corporation hereinafter "County"; and the Town of Medary, a Municipal corporation located in La Crosse County.

2.0 RECITALS

WHEREAS, La Crosse County proposes to construct, operate and maintain a solid waste facility (SWF) to serve the municipal, commercial and industrial solid waste disposal needs of various communities in La Crosse County.

WHEREAS, La Crosse County has identified through a Feasibility Report submitted to the WDNR a parcel of land owned by La Crosse County for the proposed SWF and generally located in the N 1/2, Sections 1 and 12, Township 16 North, Range 7 West, Town of Medary, La Crosse County, Wisconsin as shown on Attachment No. 1 to this Agreement.

WHEREAS, the Township of Medary and the Township of Hamilton have both exercised their right and authority under 144.445, Wis. Stats., in adopting a legal siting resolution establishing a local negotiating committee to negotiate an Agreement;

WHEREAS, the Townships of Medary and Hamilton have negotiated with the County of La Crosse through the local committee under 144.445, Wis. Stats.;

WHEREAS, the local committee has reached a negotiated Agreement with the County of La Crosse on subjects of concern to the municipalities and citizens of the Townships of Medary and Hamilton and the County of La Crosse;

WHEREAS, those subjects of concern are expressed within this negotiated Agreement;

WHEREAS, this negotiated Agreement must be approved by the local committee, the County of La Crosse and the Town Board of Medary under 144.445(9), Wis. Stats.;

NOW THEREFORE, it is agreed by the local committee, the County of La Crosse and the Town Board of Medary that the following constitutes their understanding and Agreements regarding the siting of the SWF in the Town of Medary:

3.0 DEFINITIONS

County - The County of La Crosse, a Municipal corporation of the State of Wisconsin.

County Owned Property - A parcel of land owned by La Crosse County and generally located in Sec. 12 and S 1/2, Sec. 1, T16N-R7W, Town of Medary, La Crosse County, Wisconsin as shown on Attachment No. 1 to this Agreement.

Designated Roadways - State Highway "16" from the overhead commonly referred to as the Medary overhead, east to Veteran's Memorial Park, and County Highway "OS" between Highway "16" and "157".

Existing County Sanitary Landfill - Currently WDNR licensed solid waste land disposal facility, owned and administered by La Crosse County and located within the County Owned Property as shown on Attachment No. 1 to this Agreement.

Feasibility Report - A report for a specific solid waste disposal site or facility that describes the site, surrounding area, and proposed operation in terms of land use, topography, soils, geology, groundwater, surface water, proposed waste quantities and characteristics, and preliminary site or facility design concepts prepared in accordance with NR 180 of the Wisconsin Administrative Code; or any amended Feasibility Report in accordance with the applicable Wisconsin Administrative Code in force at the time the document is submitted.

Hazardous Waste - Any solid waste identified by the WDNR as hazardous pursuant to criteria promulgated by the WDNR. Under s. 144.62(2)(a), Stats., the WDNR criteria will be identical to the criteria promulgated by the United States Environmental Protection Agency under s. 3001(b) of the Resource Conservation and Recovery Act of 1976, P.L. 94-580.

Local Siting Committee - The local negotiating committee appointed by the Towns of Medary and Hamilton pursuant to Chapter 144.445(7).

Plan of Operation - A report prepared for a solid waste disposal site or facility that describes its location, design, construction, documentation, monitoring, sanitation, operation, maintenance, closing and long-term care in accordance with the applicable Wisconsin Administrative Code in force at the time the document is submitted and any provisions amendatory thereto.

Solid Waste - Any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility and other discarded or salvageable material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, commercial, mining and agricultural operations and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or

dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under ch.147, Stats., or source, special nuclear or by-product material as defined under s. 140.52, Stats.

SWF - New County solid waste land disposal facility which may be termed "facility", located within the County Owned Property as shown on Attachment No. 1 to this Agreement and all borrow and stockpile areas, buildings and scales associated with the construction and operation of the facility.

SWF Access Road - The improved road located within the County Owned Property that is used primarily by solid waste collection and transport vehicles to reach the SWF from State Highway "16".

SWF Operating Life - The period of time between which the SWF begins receiving solid waste and either SWF capacity is reached, or the SWF is permanently closed if such closure occurs before capacity is reached.

Tipping Fee - The fee charged by the County to any party delivering solid waste to either the Northern States Power Company Refuse Derived Fuel Plant or the SWF for processing, reclamation, disposal, or any other use by the County, its agents, or assigns.

Town - The Town of Medary, a political subdivision of La Crosse County.

WDNR - Wisconsin Department of Natural Resources.

4.0 OPERATIONAL ISSUES

4.1 Fencing, Gates and Security

The County shall, prior to commencing SWF operation, build a chain link fence as included in the site Feasibility Report at least six feet high for security and safety reasons. The fence shall be maintained throughout the SWF Operating Life. The County shall police the perimeter fence lines at the SWF on a weekly basis or more often if needed and remove any litter or debris on or near the fence lines. The County shall maintain a portable fence at a suitable height to prevent movement of solid waste and provide containment of wind blown litter at all active areas of the SWF.

The present access gate will serve as the exclusive access to the SWF. The County shall keep all gates to the SWF closed and locked except during the hours of operation. In addition, the County shall provide security at the SWF and maintain at least one automatic security light within the SWF's building area for use during evening hours. As part of security, the County shall also maintain an attendant at the SWF at all times when open to waste transporters and shall provide the Town with the name, address and telephone number of the attendant or responsible agent who shall be available during off hours. The County shall also build and maintain screening berms as identified in the site feasibility report for acoustic and aesthetic purposes considering the development and use of the adjoining properties. As defined herein, adjoining properties shall be those properties within one quarter mile of the perimeter of the SWF.

In the event of inadequate maintenance of the fences by the County, such that windblown debris from the SWF enters adjoining property, the material will be cleaned up by the County within 72 hours of official notification by the Town. In the event such material results in claims for crop damage or loss, the County agrees that the assistance of the ASCS office will be sought in adjusting such claims.

4.2 Vermin, Rodent and Insect Control

The County shall control and exterminate insects and rodents at the SWF. In addition, insect and rodent control will be addressed by proper waste compaction and the proper application of daily, intermediate and final cover which typically deny insects and rodents food and harborage. Mosquito breeding areas will be eliminated to the fullest extent reasonably possible. The services of a professional exterminating firm will be utilized as needed.

4.3 Water and Drainage Control

The County shall not cause, suffer or permit excessive surface water run-off or erosion onto adjoining lands. Upon notice from the Town to the County of excessive surface water run-off or erosion, the County shall, within seven days, commence abatement of said run-off or erosion. Such abatement shall be completed within a reasonable time. Except for the active fill areas (i.e., areas not receiving intermediate or final cover), the County shall regrade areas within the SWF disturbed due to facility operation and construction to promote run-off and minimize standing water and erosion. In addition, the County shall comply with the provisions of the Town Excavation Ordinance.

4.4 Weed and Grass Control

The County shall cut weeds and grass within the SWF including revegetated areas at least twice during the active growing season. In addition, the County shall use reasonable best efforts to prevent the growth of noxious weeds within the SWF.

4.5 Windblown Material or Refuse and Odors

Blowing litter will be eliminated to the maximum extent possible by:

- a) Maintaining a small daily working face.
- b) Applying daily cover as herein provided.
- c) Taking advantage of prevailing wind direction and orienting daily landfill operations accordingly.
- d) Using internal screens as herein provided.

Also, the County shall be required to clean up litter as is necessary.

The County shall eliminate, to the maximum extent possible, noxious odors at the facility and to the adjoining properties. In addition to any other steps as are necessary to control and eliminate noxious odors, the County shall take the following steps:

- a) Application of daily cover.
- b) Covering odorous wastes on a daily basis.
- c) Elimination of surface ponding.

- d) Maintaining gas vents, leachate headwells and manholes in proper operating condition.
- e) Install and maintain flares to control odors as may be reasonable.

4.6 Hours of Operation and Posting

The SWF will be open to receive solid waste between 7:30 a.m. and 3:30 p.m. Monday through Friday except as may be otherwise agreed to by the parties hereto. If a holiday should occur during the week, the SWF may be open on the following Saturday from 7:30 a.m. to 12:00 noon. During emergencies, the SWF may open on Saturday and Sunday. Due to construction or maintenance requirements, personnel may be at the SWF during hours in which waste is not being accepted. In addition, the County shall post only one sign at the entrance of said SWF containing information as required by the WDNR in the Natural Resources Administrative Code. Also, said sign shall provide that "NO HAZARDOUS WASTE WILL BE ACCEPTED". Said sign shall be kept clean, legible and unobstructed at all times.

4.7 Fire Protection

The County shall be responsible for fire prevention and control. No open burning shall be allowed at the SWF. The County shall keep and maintain adequate fire fighting equipment including fire extinguishers at the SWF to the fullest extent reasonable. The County shall report immediately to the designated agent of the Town all fires and explosions at the SWF and all fires initiated from said facility. The Town shall have the right to invoice the County for costs incurred in answering fire calls at the facility. The County agrees to reimburse the Town for all fire calls within the calendar month subsequent to submission of an invoice by the Town to the County.

4.8 Buildings, On-Site Roads and Access

The County shall be required to obtain a building permit from the Town for any additional buildings constructed at the SWF. No other business or occupation will be developed at the SWF without prior approval of the Town where Town approval is required. The existing structure at the Existing County Sanitary Swf which houses the office, scale house and equipment storage shall be maintained. The Town recognizes that the County may have a need for the construction and operation of an interim transfer station at the SWF to provide solid waste disposal services to the County prior to commencement of operation of the SWF. Said transfer building may be dismantled and disposed of after operation of SWF commences or the building may be used by the County for storage or equipment maintenance. In addition, the County may construct such additional smaller buildings as may be required at the SWF for housing pump stations, electrical controls, etc.

The County shall maintain the SWF Access Road within the facility with a blacktop surface and shall minimize all dust, dirt and debris on said road from leaving the facility. In addition, the County shall allow the Town or its designee to enter the SWF at any reasonable time to monitor the daily storage, treatment or disposal of solid waste including spot inspections of solid waste entering and exiting the SWF. With the exception of sampling, testing and inspection vehicles, access to the SWF shall be along the SWF Access Road.

4.9 Vehicles Entering Site; Policing Roads

Uncovered vehicles or solid waste not in a container shall not be permitted to enter the SWF. It shall be the responsibility of the County to police the Designated Roadways to the SWF. The County shall be responsible for the timely clearing of such roadways of any solid waste spilled or blown from vehicles

moving to or from the SWF. The County shall also be responsible for timely removal of solid waste from adjacent lands and right-of-ways on the Designated Roadways on which the solid waste has blown or fallen, provided permission is received from owner or occupant to enter upon such lands. The County agrees to develop a written permit form which can be signed by the applicable owners or occupants of land upon which the County desires to enter to meet the provisions of this paragraph.

5.0 MUNICIPAL (ECONOMIC) ISSUES

5.1 Town Negotiation and Related Professional Expenses

The County shall reimburse the Town for verifiable municipal costs and expenses incurred by the Local Siting Committee during negotiations or as a result of the County's attempt to locate a SWF in the Town, regardless of whether the SWF is actually constructed or operated. These costs and expenses shall equal the sum of twenty thousand dollars (\$20,000.00) plus 50% of verifiable municipal costs and expenses greater than \$20,000.00, except that the maximum additional reimbursement shall not exceed five thousand dollars (\$5,000.00) and shall cover such reasonable legal, engineering, per diem and related expenses as have already been incurred or are anticipated to be incurred by the Town. The County shall provide this sum to the Town within thirty (30) days of the date of execution of this Agreement by all parties.

5.2 Municipal Fund

For each year of SWF Operating Life, the County shall pay to the Town Treasurer an amount equal to the tons of solid waste disposed of through the County's solid waste management system by the residents of the Town of Medary multiplied by the County's Tipping Fee in effect for that year. The County's Tipping Fee shall reflect both that portion of costs contributed

by the Northern States Power Company, Refuse Derived Fuel Plant and the SWF. Payments shall be calculated on a calendar year basis and shall be made quarterly on February 1st, May 1st, August 1st, and November 1st. If the County's Tipping Fee were to change within the calendar year, the payment amount shall be calculated on a prorated basis for the tons actually disposed of during the time period in which each Tipping Fee was in effect. For periods of less than one full calendar year, the payment due shall also be calculated on a prorated basis.

All residential solid waste generated within the Town shall be disposed of through the County's solid waste management system. The tons of solid waste disposed of through the County's solid waste management system by the residents of the Town shall be calculated on an annual basis using the number of residential units within the Town and a per residential unit solid waste generation rate of 1.25 tons per year. The number of residential units within the Town shall be determined each year for which payments are to be made. The determination shall be made by the Town and be subject to verification by the County. As a baseline, the estimated number of residential units within the Town for 1988 is 462.

Quarterly payments due May 1st, August 1st, and November 1st shall be based on an estimate of the number of residential units for each year, which shall be equal to the number of actual residential units in effect for the preceding year. The quarterly payment due on February 1st shall be based on the actual number of residential units calculated for the preceding year. The February 1st payment shall be adjusted to reflect any difference in the estimated residential units used to calculate the preceding May 1st, August 1st and/or November 1st payments versus the actual number of residential units for that year.

The actual number of residential units to be used for the calculation of the February 1st quarterly payment shall be provided by the Town to the County on January 1st of each calendar year and shall be subject to verification by the County.

An estimate of the number of residential units to be used to calculate quarterly payments during the first year of SWF operation shall be provided to the County by the Town at least thirty (30) days prior to commencement of SWF operation. The actual number of residential units to be used to calculate the final quarterly payment to be made during the last year of SWF operation shall be provided by the County to the Town within thirty (30) days after the SWF ceases accepting solid waste.

The per residential unit solid waste generation rate reflects residential solid waste generation and specifically excludes sludges and solid waste generated by commercial, industrial and agricultural operations or other solid wastes not typically generated by single or multi-family residences. In the event that household recycling or other residential solid waste reduction programs were to be implemented within the Town, other than by County Ordinance not mandated by Federal or State law, the residential unit solid waste generation rate would be decreased by an amount equal to the percentage reduction in solid waste disposed of through the County's solid waste management system due to household recycling or other residential solid waste reduction programs. Household recycling is defined as any formal recycling program sponsored by the Town, County, or a private entity involving either the collection of separated newsprint, cardboard, glass, metals, or similar manmade materials from individual residences or the operation of recycling centers for the collection of similar materials from the general population, including the residents of the Town. Other residential solid waste reduction programs are defined as programs mandated by town, state, or federal law

directed at reducing the amount of solid waste generation by residential units; examples of which include, but are not limited to, mandated residential composting; laws preventing the disposal of lawn and yard clippings in landfills and mandated bottle and can recycling laws. The percentage reduction for each reduction shall be based on the comparison of the tonnage of residential solid waste generated within the Town per residential unit the year after implementation, to the standard of 1.25 tons of residential solid waste per residential unit.

5.3 Indemnity Against Claims

The County agrees to defend, indemnify and hold harmless the Town, its agents, employees and elected and non-elected officials, including any present or future members of the Local Siting Committee, collectively and/or individually against any and all claims, expenses and liabilities of every kind asserted against them, arising out of: 1) failure by the County to comply with any law or rule of any governmental authority, 2) any negligent or intentional act of the County, its agents, employees or servants which cause bodily injury or other damage to any person or property as a result of the operation and/or closure of the SWF, and 3) the execution, application, interpretation and enforcement of this Agreement except as otherwise may be agreed to be shared as provided herein.

5.4 License and Permits

The County shall secure all necessary licenses and permits from the WDNR. Operation and final closure of the SWF shall comply with the terms of this Agreement, Chapter NR 500 of the Wisconsin Administrative Code, applicable additions or amendments thereto, and Chapter 144 of the Wisconsin Statutes, including subsequent amendments, along with special orders, plan approvals, licenses and permits. Upon execution of this Agreement, the Town shall issue all necessary licenses and

permits for the SWF and supporting facilities and operations, provided such action is taken in compliance with legally required due process guarantees.

5.5 General Renegotiation of Terms or Conditions

This Agreement shall be binding on all parties, their successors or assigns during the term of this Agreement. The County or Town may reopen this Agreement for negotiation by serving a petition upon the County or Town alleging the existence of one of the following, providing petitions are based upon findings made by or statements contained within correspondence to or from persons possessing the professional expertise to make such findings or statements, such as attorneys, engineers, hydrogeologists, etc.

- a) A feasibility study or any engineering or financial report disclosing any significant adverse environmental or economic impact not contemplated at the time of the negotiation of this Agreement.
- b) Expansion by the County, or the intention by the County to expand the SWF beyond the particular design contained in the Feasibility Report, or the purchase by the County of additional property or interest in additional property adjoining this property within the Town, which purchase is not identified in a final Plan of Operation for the SWF, which plan is approved by the WDNR.
- c) Any proposed change in ownership or administration of the SWF from the County to a third party.

- d) Failure to fill the SWF to capacity in fifteen years or less from the date the SWF begins receiving solid waste. Operation of the SWF shall not automatically extend beyond the expiration of said 15 years unless the County has presented the Town with a petition as provided herein at least one year prior to said expiration date requesting the renegotiation and extension of operation of said SWF beyond said 15 years. A renegotiation agreement shall not be unreasonably withheld by the Town, it being intended such withholding shall be only for a compelling Town reason or purpose. A renegotiated agreement as to length of operation shall not affect the monetary provisions set forth herein except renegotiation expenses as herein provided.

Both parties agree if the petition provided herein is given and a renegotiated agreement is not reached within six months prior to the expiration of said 15 year period the petition and any objections thereto shall be forthwith submitted to arbitration as provided in this agreement. Operation of said SWF shall terminate upon the original 15 year expiration term unless said matter is pending before an arbitrator and a lack of an award is not the direct result of delay caused by either of the parties hereto, in which event, the operation may continue until the granting of an arbitration award either extending or terminating the operation of said SWF.

Notwithstanding the above, Sections 5.1 and 5.3 are exempt from renegotiation.

5.6 Partial Renegotiation

Sections 7.4 and 8.0 of this Agreement may be subject to exclusive and independent renegotiation. Renegotiation of those sections may take place pursuant to the conditions specified under those sections irrespective of the conditions required for general renegotiation specified in Section 5.5.

5.7 Payment of Local Costs Resulting from Renegotiation of This Contract

Within 30 days of receiving documented invoices, after entering any renegotiation or the reopening of this Agreement, the County shall reimburse the Town for verifiable reasonable municipal costs and expenses incurred as a result of such negotiation. Such costs and expenses may include but are not limited to: (a) attorney and consulting fees; and (b) per diem costs of Town officials and Town employees, provided, however, that the County has the right of approval prior to the Town retaining any consultants or experts, other than attorneys, if the cost will exceed \$500.00. Such approval of the County shall not be unreasonably withheld.

5.8 Enforceability Provisions

If, for whatever reason, a license is not granted by WDNR to the County, its successors, or assigns, to operate the proposed SWF, Sections 5.1 and 5.3 only, shall be enforceable against the County, and all other items shall become null and void.

6.0 NEIGHBORHOOD (SOCIAL) ISSUES

6.1 Diminution of Property Values

La Crosse County agrees to consider any claim of economic loss that may be presented to it by a landowner who claims to have suffered economic loss by the siting of the SWF.

6.2 Final Use After Closure of SWF

After termination of all landfilling operations, the County and the Town shall agree on subsequent uses of the SWF area, such permitted uses to be binding on all future owners of the SWF area, as long as such uses are consistent with the final closure plan and preserve the environmental integrity of the SWF area, provided, however, and in particular, no activity or use will be permitted which could lead to erosion of or otherwise jeopardize the integrity of the final cap.

7.0 ENVIRONMENTAL ISSUES

7.1 Temporary/Emergency Closing

The County shall, during the term of this Agreement, immediately notify the Town Clerk of any temporary or emergency closing of the SWF and provide specific written reasons for such closure.

7.2 Air Monitoring

The County shall establish air monitoring stations as may be required by applicable Wisconsin Administrative Codes. These stations shall be operated and monitored at the County's expense according to WDNR regulations and standards. Copies of all monitoring reports submitted to the WDNR shall be forwarded to the Town. The County agrees that it will take whatever

precautions are feasible to prevent emissions into the ambient air of any substance or combination of substances in quantities such that objectionable odors result.

7.3 Gas Monitoring

The County shall install, maintain and monitor a system of gas detection wells around the perimeter of the SWF in accordance with the approved site Plan of Operation. The wells shall be monitored quarterly for methane. If significant quantities of VOCs occur in the leachate, then vinyl chloride will be added to the gas monitoring program. If methane is detected in unusual quantities, additional monitoring and investigation shall be carried out to determine the cause and extent of the problem. If the problem is such that it may present a hazard to persons or property, appropriate action will be taken by the County, which may include the installation of an automatic alarm system, or gas detection devices in homes in the immediate area where gases were detected. Such devices, if necessary, will be installed only with the permission of the homeowner, but shall be purchased, installed and maintained by the County. The County shall forward to the Town copies of all reports required to be forwarded to the WDNR as per the approved gas monitoring program.

7.4 Groundwater Monitoring Program

The County agrees to implement a groundwater monitoring program for the SWF. Such a program shall be developed as part of the SWF Plan of Operation and shall be approved in writing by the WDNR. In the event that the Town does not agree with the WDNR approved groundwater monitoring program for the SWF, Section 7.4 of this Agreement shall be subject to renegotiation. The County shall forward to the Town copies of all reports required to be forwarded to the WDNR as per the approved groundwater monitoring program.

7.5 Groundwater Impacts

The County shall inform the Town in writing whenever a valid groundwater monitoring well test exceeds a preventive action limit (PAL) under Wis. Stat. ss.160.15.

Subsequent to the commencement of SWF operations, if any existing private well located downgradient of the SWF and up to the La Crosse River has evidence of contamination exceeding acceptable maximum levels as from time to time are established in the Wisconsin Administrative Code, or there has been written recommendations by the WDNR not to use water from such a well for human consumption, it shall be presumed that failure of the well has occurred. Upon the receipt of a claim by the owner of such a well that the cause of the failure is the SWF, and until alternate proof is provided, the County shall provide an alternate and adequate source of water to the owner or owners of said downgradient well or wells. Providing bottled water, or drilling a new well of comparative size and capacity, at no expense to the owner, in accordance with the standards adopted pursuant to Chapter 162 of the Wisconsin Statutes shall constitute methods for provision of an alternate and adequate source of water. It is agreed to and understood that if it is subsequently shown that the SWF was not responsible for the well failure, the County shall seek reimbursement including legal action, if necessary, of expenses incurred in providing an alternate source of water from any owner of a well that has made claim under this paragraph and for which an alternate source of water has been provided.

It is further agreed that the County may, prior to the commencement of operation of the SWF, complete background testing of wells downgradient of the SWF and up to the La Crosse River to establish existing water quality. Parameters to be analyzed would be the same as those established under

Section 7.4 of this Agreement. The results of the analytical tests shall be forwarded to both the owner of the well and the Town. In the event that the testing identifies a pre-existing condition relating to poor water quality, the County shall complete confirmatory tests for the well(s) and provide the results to both the owner and the Town with interpretations. In the event that a well owner will not allow access to a well for sampling, the County's obligations under this section become null and void so long as that owner owns the well in question.

The County shall establish an escrow account known as the Environmental Protection Fund (EPF). The County shall deposit quarterly in the EPF fifteen cents (\$0.15) per ton of solid waste disposed of in the SWF. The EPF shall be in addition to all other payments and funds under this Agreement or statutory programs pertaining to solid waste and shall be used to provide an alternate and adequate source of water for those owners making a valid claim under this section. In addition to any valid claim for funds pertaining to alternate and adequate sources of water and during the operation of the SWF and 30 years after the date of closure thereof, the EPF shall be available for other valid claims resulting from detrimental environmental impacts found to be caused by the SWF which exceed federal and state regulations which are from time to time established and which pose a threat to public health and welfare. Should a dispute arise as to the claim or the filing thereof, the same shall be resolved by arbitration as hereinafter set forth.

The EPF shall continue in existence for 30 years after the date of closure of the SWF. Any proceeds remaining in the EPF after said 30 year period may be removed from said segregated fund by the County. The County agrees to fund any valid claims in

excess of the funds maintained in the EPF. Resort to the EPF shall not be the exclusive remedy or source of funds (damages) for the Town or any other person claiming drinking well contamination or other exposure and injury caused by the SWF.

7.6 Toxic and Hazardous Waste Restrictions

No hazardous waste, as defined in Chapter NR 181, Wisconsin Administrative Code, shall at any time be accepted, received, stored, disposed of or transported to the SWF in such quantities as to require a WDNR Hazardous Waste permit. The County agrees that it shall not, at any time, apply to the WDNR for a hazardous waste permit to store or dispose of hazardous waste at the SWF. In addition, no animal carcasses shall be knowingly deposited in said SWF.

7.7 Leachate Collection, Storage, Treatment and Monitoring

A leachate collection system including liners, piping, manholes and storage tanks, shall be constructed as part of the SWF to minimize the exfiltration of leachate from the facility. Any piping, manholes or storage tanks located outside the lined areas of the SWF shall be encased in a minimum of three feet of clay. The system design shall be developed as part of the SWF Plan of Operation and shall be approved in writing by the WDNR.

Leachate collection tanks shall not be used for the long-term storage of leachate but shall be emptied on regular intervals as required to keep the system functioning properly. In the event a sanitary sewer system becomes available to the County at the SWF, the County agrees to install and use such a leachate disposal system.

Leachate will be monitored by the County using the leachate head well network required by the WDNR. Leachate will be tested from such leachate head monitoring wells and either the lift stations or the sewerline for those parameters required by the WDNR. Copies of all tests shall be sent to the Town.

The County shall provide an alternate plan for leachate disposal in the event of an equipment failure or other mishap. The alternate plan shall be contained in the Plan of Operation.

7.8 Final Cover

The County agrees to incorporate a final cover system design into the SWF Plan of Operation that meets the specifications contained in Chapter NR 500 of the Wisconsin Administrative Code including applicable subsequent amendments thereto and as described in Section 3.0 of the April 22, 1988 report titled "Addendum No. 1 to the Feasibility Study for a Horizontal Expansion of the La Crosse County Sanitary Landfill" in as much as the specifications contained in that report are approved by the WDNR.

7.9 County Responsibility During Operation and After Closure of the Facility

During the term of this Agreement the County shall be permitted to contract with authorized transporters for the transportation to the SWF and disposal of nonhazardous solid waste at the SWF. Contracts with the authorized transporters shall in no way negate, assign or otherwise diminish the responsibilities and duties of the County under this Agreement.

The County will comply, at all times, with this Agreement and shall operate the SWF at all times in substantial compliance with applicable Federal and State statutes, Administrative Codes, regulations and requirements of the WDNR.

After closure of the SWF, it shall be the responsibility of the County to maintain the facility in accord with the Plan of Operation, including any modifications. This responsibility will be for a period of 20 years after closure in accordance with provisions contained under Wisconsin Administrative Code NR 500. In the event that the WDNR or responsible governmental agency does not continue long term care of the SWF beyond the 20 year period after closure, the County shall assume responsibility for leachate extraction and disposal.

7.10 Capacity and Operation of SWF

The capacity and operation of the SWF will be limited to that contained in the proposed Plan of Operation. The County specifically agrees that the SWF shall be closed upon filling to capacity, except to the extent that this may be in conflict with Section 5.5, d).

7.11 Sewer Service

The County and Town are on record as favoring the installation of a permanent leachate transmission (sewer) line connecting the SWF's leachate collection system to the City of Onalaska's sewer system. The County and Town further agree that the most favorable route for this sewer line would be along the right of way of North Kinney Coulee Road west to CTH "16" where said sewer line would tie into the City of Onalaska sewer system. The Town agrees to grant an easement along said route to be used exclusively for leachate transmission. Given these facts, the County and Town pledge to work jointly to secure the installation of said sewer line along said corridor. In the event said sewer line or a technically and economically

comparable option cannot be installed, it is recognized that the next best option for transmission of leachate from the SWF to an acceptable wastewater treatment plant would be via trucks. The County shall provide for and maintain said sewerline at its expense, for the period of responsibility described in Section 7.9.

8.0 PLAN OF OPERATION

Construction, operation, maintenance, closure, long-term care and termination of the SWF shall comply with all applicable provisions of the Wisconsin Administrative Code including subsequent amendments thereto which may be applicable to the SWF. A copy of the final plan approved by the WDNR and any amendments thereto as approved by the WDNR are hereby made part of this Agreement.

In the event that the County desires to seek major changes to the Plan of Operation so as to require a WDNR Plan of Operation modification requiring a plan review fee, Section 8.0 would be subject to renegotiation.

9.0 TOWN OF MEDARY WILL NOT OPPOSE THE SWF

The Town agrees that upon execution of this Agreement it will move the Hearing Examiner, Wisconsin Division of Hearings and Appeals, to voluntarily dismiss the Town with prejudice from the contested case, No. IH-87-11. The Town also agrees not to fund or encourage any other persons or parties in their pursuit of said matter.

Further, the Town also agrees not to oppose the SWF or to take any action which would serve to delay the construction of the SWF. The Town also agrees to take all actions necessary to assure that the SWF is able to obtain all permits, licenses, zoning changes and other approvals of any type whatsoever which

may be necessary to assure that the SWF can be constructed and is able to commence and continue operation, provided such action is done in compliance with legally required due process guarantees.

**10.0 ARBITRATION OF DISPUTES ARISING FROM INTERPRETATION,
APPLICATION AND ENFORCEMENT OF THIS AGREEMENT**

Disputes arising over the interpretation, application and enforcement of this Agreement shall be decided by arbitration. It is agreed by the parties that a list of arbitrators supplied by the Wisconsin Waste Facility Siting Board will provide the source for selecting an arbitrator. From a list of five arbitrators who have expressed a willingness to arbitrate, two will be eliminated by the claimant and two will be eliminated by the County, said selection and elimination of arbitrators to be done and completed within ten (10) days of receipt of the eligibility list from the Wisconsin Waste Facility Siting Board.

The person remaining after the selection process shall act as arbitrator, and he or she may take testimony from any and all persons needed in order to form a determination with respect to the interpretation, application and enforcement of this Agreement. The fee for the arbitrator shall be divided equally between the County and the affected parties. Any appeal of the arbitrator's decision shall be made to the Circuit Court of La Crosse County, Wisconsin, and such appeal shall be upon the record before the arbitrator, and not de novo.

Invocation of arbitration by a party to this Agreement shall be by written notice personally served or mailed by certified mail, return receipt requested, indicating that the matter in dispute shall be resolved by arbitration if not resolved within thirty (30) days of service of said notice or receipt of said certified letter.

Upon invocation of the arbitration provisions of this Agreement, the parties agree to expedite the proceeding in accord with the scheduling availability of the arbitrator. Except as may be specifically provided in this Agreement, the provisions of Chapter 788 of the Wisconsin Statutes, shall apply.

11.0 THIRD PARTY BENEFICIARY AGREEMENT/INVERSE CONDEMNATIONS

It is acknowledged by the parties hereto that the terms and conditions of this Agreement are intended not only for the benefit of the parties, but to the extent the terms and conditions herein are directed for the benefit of third parties, this Agreement shall be construed to incorporate any rights which are normally conferred in what is commonly known as a third party beneficiary contract. However, by such incorporation, this Agreement is not intended to affect any other rights said third parties may have against either of the parties to this Agreement.

It is further specifically provided, however, that the arbitration provisions of this Agreement shall not be the exclusive remedy to any third party beneficiary claims based upon a theory of inverse condemnation pursuant to Section 32.10 of the Wisconsin Statutes or upon any common law theory of inverse condemnation or other common law rights, and if such a claim shall be made by any third party beneficiary, that said party may proceed as provided by the provisions of Chapter 32 of the Wisconsin Statutes, or by suit based upon a theory of inverse condemnation or other common law rights, or as provided in the provisions for arbitration under this Agreement.

It is specifically agreed with respect to arbitration of economic loss issues under 6.1 the same may be reviewed by the court de novo upon notice given by County of rejection of the arbitrators decision given to claimant within 30 days after receipt of the arbitrators award. In the event County does not

reject the arbitrators award within said 30 day period, the arbitrators decision shall become final, binding and exclusive with respect to any claims asserted through arbitration. Any statute of limitations defense by County shall be tolled from the invocation of arbitration under 10.0 until 60 days after the arbitrators award.

12.0 ASSIGNMENT

Any assignment of the ownership, management or administration of the SWF or the obligations and responsibilities of the County under this Agreement shall be subject to approval of the Town pursuant to the renegotiation provisions contained in Section 5.5c. It is further provided, however, that said approval shall not be unreasonably withheld.

13.0 TERM OF AGREEMENT

This Agreement shall be in effect for the SWF Operating Life, except to the extent this is not in conflict with Sections 7.5 and 7.9.

Notwithstanding the foregoing, the Town and County agree that the County retains the right at any time to permanently cease accepting solid waste at the SWF, this determination to be the sole right of the County. In the event that the County ceases to accept solid waste, for whatever reason, for disposal at the SWF, the County may, at its discretion, terminate this Agreement upon 15 days written notice to the Town. It is further agreed that, at the County's option, the County's obligation to make payments set out in Section 5.2 of this Agreement terminates when the County ceases accepting solid waste for whatever reason at the SWF. The Town and County further agree that the final payment under Section 5.2 will be prorated based on the number of months that solid waste was accepted since the previous direct payment period.

14.0 BINDING CONTRACT

This Agreement shall be binding upon the parties hereto, and their successors and assigns, and may only be modified in writing by the mutual consent of the parties hereto.

15.0 SAVINGS CLAUSE

If any word, phrase or sentence of this Agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of this Agreement shall remain in full force and effect.

16.0 REMEDIES

Notwithstanding Section 10 hereof, upon the occurrence of a default by the County under subsections 5.1, 5.2 and 5.3, or by the Town under subsections 5.4, 7.11 and 9.0, the Town or County, respectively, may take such action each may determine to be necessary or appropriate to enforce the performance by the other party of said obligations under this Agreement, including a suit in any court having jurisdiction.

17.0 CONFLICT OF LAWS


It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin Law shall be controlling to the extent that there is no superseding federal law applicable.


18.0 SIGNATURES


In witness whereof the parties have caused this agreement to be executed in its name by their respective official(s) duly authorized.

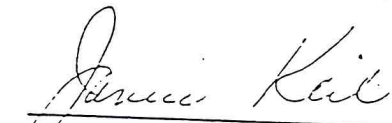
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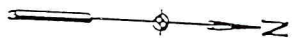
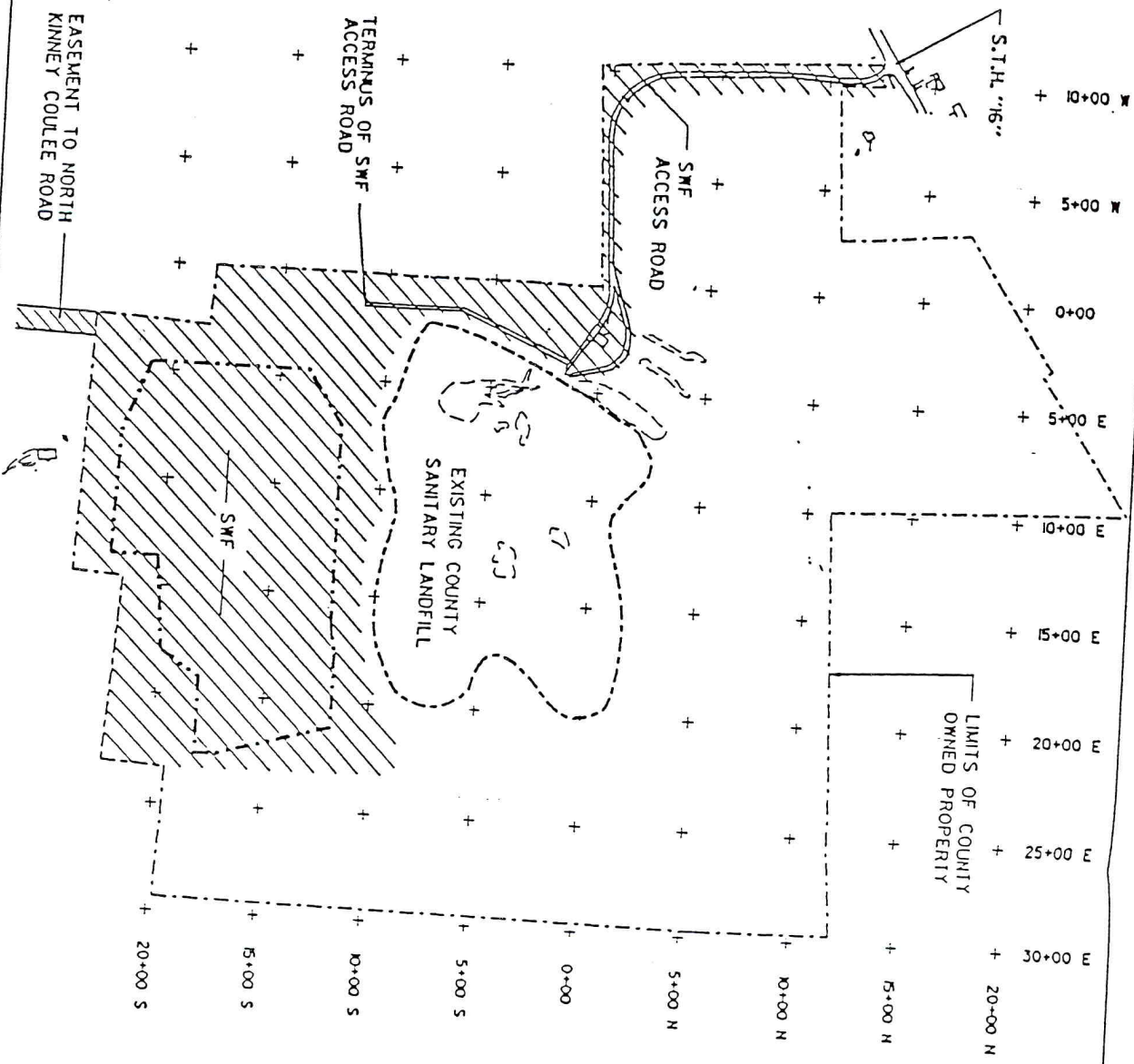
TOWN OF MEDARY:

By: 
George E. Hammes
County Board Chairman

By: 
Robert Quilally
Town Board Chairman


Sharon Lemke - Mahlum
County Clerk


Janice Keil
Town Clerk



LEGEND

--- APPROXIMATE LIMITS OF WASTE PLACEMENT-PROPOSED NEW LA CROSSE COUNTY LANDFILL (SWF)

/// DESIGNATES LIMITS OF SWF AND SWF ACCESS ROADS, BORROW AND STOCK PILE AREAS TO BE DEFINED AS PART OF THE SWF PLAN OF OPERATION.

LACROSSE COUNTY
 ATTACHMENT NO. 1
 LA CROSSE COUNTY SANITARY LANDFILL
 FACILITY LOCATION SKETCH

SCALE: APPROX. 1"=500' DATE: MAY 18, 1988
 PREPARED BY: FOITH & VAN DYKE BY: SAC