

SEP 19 1988

AGREEMENT BETWEEN

SEP 15 1988

ONONTO COUNTY AND TOWN OF RIVERVIEW

Joyce B. Behling  
REGISTER

WHEREAS, Oconto County proposes to construct, operate and maintain two solid waste facilities to serve its residents, businesses and municipalities, and

WHEREAS, Oconto County has selected an initial site and reported same to the Department of Natural Resources for the proposed solid waste facility, said site described as: The SE 1/4 SE 1/4, Section 28, T32N, R16E, Town of Riverview, and

WHEREAS, said site is designed to serve the "North Sector" service area consisting of the Towns of Townsend, Lakewood, Doty, Riverview, Armstrong, Brazeau, Breed, and Bagley, and

WHEREAS, The Town of Riverview has exercised their rights and authority under Section 144.445, Wisconsin Statutes, in adopting a legal siting resolution establishing a local siting committee to negotiate an agreement, and

WHEREAS, the local siting committee has reached a negotiated agreement with Oconto County on subjects of concern of the town, its citizens and the County, and

WHEREAS, Exhibit 1 provides the definition of terms used in this agreement, and

WHEREAS, those subjects of concern are expressed in the following Agreement:

NOW, THEREFORE, Oconto County and the Town of Riverview Siting Committee and the Town of Riverview agree heretofore and in consideration of mutual promises herein contained and the sum of money to be hereinto paid as follows:

1. North Sector Sanitary Landfill - Loftus Site- It is hereby agreed that the site located in the SE 1/4 SE 1/4, Section 28, T32N, R16E, Town of Riverview is hereby designated as the North Sector Sanitary Landfill - Loftus Site.

2. Landfill User Limitations- It is hereby agreed that the North Sector Sanitary Landfill is designed to serve the North Sector service area which consists of the Towns of Townsend, Lakewood, Doty, Riverview, Brazeau, Breed, Armstrong, Bagley, and that said service area shall have the exclusive use and be the only source of generated waste thereof, except:

A. That the County may, in case of an emergency within its overall solid waste management program, utilize said

site for other in-county waste until such emergency is resolved. It is defined that an emergency is where:

1) The South Sector, County owned site, must terminate operations temporarily, or

2) The towns or cities within Oconto County that comprise the South Sector cannot use the South Sector Site temporarily.

B. That said emergency shall be limited to a maximum of three (3) consecutive weeks (21 days).

C. That the cumulative total of eight (8) weeks (56 days) of emergency operations are allowed during any one year.

D. The County shall insure that the North Sector Sanitary Landfill shall have reciprocal emergency rights in the South Sector Site on an equal tonnage annual basis. The County shall maintain records of the source and amounts of all waste for 20 years after closure of the active fill area.

3. Landfill Size and Life- It is hereby agreed that the County will not propose to increase the size of the active fill area beyond the 63,000 tons stated in the feasibility report. This agreement, however, does not preclude expansion, and that any plans for said expansion may proceed with the study of problems, the gathering of data, public participation and providing feasibility studies, and preliminary and final plans. No construction of any future expansion shall begin before 12 years from commencement of operations.

4. Access Road - It is hereby agreed that Oconto County shall build an all weather road per attached exhibit 2 and that the County shall maintain said road until closure of the active fill area is accomplished. For this consideration, the road shall upon commencement of operations, be dedicated to the Town of Riverview, on the stipulation that the portion of Johnson Farm Road be abandoned as requested by the U. S. Forest Service. The County plans to build the new access road prior to the construction of the landfill. In the event that schedules require the extensive use of town roads to construct the landfill, any abnormal wear or damage caused by this construction will be repaired by the County.

5. Landfill Fire Protection- It is hereby agreed that the Town of Riverview Fire Department shall respond to and provide fire protection to the landfill, and that the fire fighting plans be the responsibility of the Fire Chief.

A. It is further agreed that during construction and upon commencement of operation, the County will reimburse the Fire Department for each occurrence:

10. Waste Haulers- The County will only authorize licensed waste haulers that comply with NR 502.06 or successor provisions.

11. Plan of Operation- It is hereby agreed that the plan of operation shall comply with NR 500 series, Wisconsin Administrative Code. It is agreed that Oconto County will provide said landfill for the towns within the service area. It is further agreed that the landfill is not intended for individual use, and that each Town shall upon commencement of operation, be responsible for arranging the collection and transportation of solid waste to the landfill. It is further agreed that operating experience, regulatory changes, emergency situations or recycling operations may make access by individuals appropriate. Further, bulky wastes (such as stoves, refrigerators, beds, mattresses, etc.) may have to be accommodated. To this end, it is agreed that this article may be modified from time to time for specific purposes upon the recommendation of the Landfill Advisory Committee and approval by the County and the Town. The Town of Riverview shall receive a copy of the proposed Plan of Operation, for review and comment, prior to submittal to the Department of Natural Resources. All items of concern shall be resolved to the mutual satisfaction of the Town of Riverview and the County prior to submission to the Department of Natural Resources for approval. Modifications to the plan of operation by the DNR must be concurred with by the County and the Town of Riverview. In the event that concurrence is not achieved within 30 calendar days, either party may request arbitration using the State of Wisconsin Arbitration procedure.

12. Water- It is hereby agreed that the County shall, upon the filing of a claim by any existing well owner within 1/2 mile of the landfill, provide water to said owner. All other provisions of Section 144.265 or successor provisions, Wisconsin Statutes shall be followed. For well owners beyond 1/2 mile, all provisions of Section 144.265, Wisconsin Statutes shall be followed. Oconto County shall reimburse all costs to the Town of Riverview should it be determined that the landfill is the cause of contamination of any well. Oconto County shall be reimbursed by the property owner, for the cost of providing water should it be determined that the landfill is not the cause of contamination of the well.

13. Testing of Private Wells- The County will test the 1400 Club well for: 1) total Coliform bacteria; 2) nitrate plus nitrate-nitrogen; 3) PH; 4) alkalinity; 5) hardness; 6) chloride; 7) conductivity; 8) VOC's; and 9) heavy metals. This test shall be performed with the well owner's approval and will be performed prior to acceptance of waste at the site. If the landowner does not allow for well testing, this article is void.

14. Compensation - It is hereby agreed that Oconto County shall compensate the Town of Riverview \$ .50 per

- 1) Hourly rate for van/pickup - \$25.00
- 2) Hourly rate for pumper/tanker - \$50.00
- 3) Hourly rate per man - \$6.00

B. The Town shall document each occurrence and invoice the County. The Fire Chief shall determine the equipment used and the hours consumed.

C. It is further agreed that said rates are subject to direct negotiations with Riverview Fire Department on an annual basis. If agreement cannot be reached, rates shall be in accordance with that paid by the Department of Natural Resources.

6. Security- It is hereby agreed that Oconto County shall provide one locked gate at the entrance to said site, shall provide such berms, other locked gates, meet the requirements of the Department of Natural Resources and take such initial and future actions necessary to secure and prevent unauthorized vehicular access. The County will have an attendant present during hours that waste is accepted and he will allow dumping only from a list of authorized haulers provided by the County.

7. Signs- It is hereby agreed that the County shall not erect signs that either locate or draw attention to the landfill, except that a sign may be located at the entrance gate to said landfill that pertains to operation of said landfill, or to meet any requirements of the Department of Natural Resources, existing or future law. (Hours of operation, disposal requirements, penalties, etc.)

8. Operating Hours- It is hereby agreed that the hours of operation shall be between the hours of 7:00 A.M. and 4:00 P.M., Monday through Saturday on the days designated by the County to be open for operations. The County will not accept waste at the site on Sundays or holidays. However, it is further agreed that an exception may be made to accommodate the emergencies authorized in Article 2 and special occasions approved by the Landfill Advisory Committee.

9. Hazardous or Toxic Waste- It is hereby agreed that the County landfill shall not accept hazardous or toxic waste as presently defined within the NR 500 series or successor provision, except that the County reserves the right to designate such site as a collection point for a "clean sweep" or similar program to be disposed of at a hazardous waste site. The hazardous and toxic waste must be removed from the site within thirty (30) days after completion of the program. The County shall keep and maintain records of all hazardous and toxic waste received and disposed of for a period of 20 years after closure of the active fill area.

each ton of solid waste deposited in said landfill, payable on a semi-annual basis. The compensation provided to the Town of Riverview is for locating the landfill therein. This does not prevent the Town from recovering cost incurred in enforcing this article. The County further agrees that they will maintain equivalency in compensation between the North and South Sector sites. Equivalency is defined as the comparison of the total compensation awarded for garbage to the towns where the landfills are located. Equivalency shall be computed by summing the total compensation to a town; such as per ton allowance, adjusted tipping fee, etc., and dividing the sum by the feasibility report estimate for the landfill. If the South Sector Town is awarded more per ton compensation than the Town of Riverview, the County shall adjust the Town of Riverview compensation to be equivalent to the South Sector Town. Upon completion of the South Sector negotiations, the Town of Riverview and the County will reopen negotiations on the compensation article to determine equivalency. These negotiations shall continue for a maximum of 60 calendar days, and if mutual agreement is not reached within this time, either party may request arbitration using the State of Wisconsin arbitration procedure.

15. Expense Reimbursement- It is hereby agreed that Oconto County shall reimburse to the Town of Riverview for actual expenses incurred by the Siting Committee (\$4.00 per hour and .20 per mile), and for the cost of any legal expenses. The parties acknowledge that this payment is made for the purpose of reimbursing expenses which have occurred. It is further agreed that this payment is considered an advance of future compensation (Article 14), and that said reimbursement shall be subtracted from each semi-annual payment on a prorated basis starting in year two until it is effectively repaid. If the landfill is not built, however, this reimbursement shall not be repaid to the County. The County shall pay the claim upon completion of negotiations. These expenses shall not exceed \$20,000.00.

16. Lost Tax Revenue- It is hereby agreed that Oconto County shall continue to pay the taxes on said site until a warranty deed is conveyed from Mary and Alvin Loftus to Oconto County and such deed is registered at the Register of Deeds Office. Upon completion of this action this property shall be exempt from any future property taxes by Oconto County. It is further understood that compensation under Article 14 is intended to provide for any lost tax revenue.

17. Landfill Advisory Committee- It is hereby agreed that a Landfill Advisory Committee shall be established under this agreement. This Committee shall consist of three members:

A. One member shall be appointed by the Chairman, Oconto County Board of Supervisors, and shall be a member of the County Board;

B. One member shall be appointed by the Chairman, Town of Riverview, and shall be a resident of the Town of Riverview;

C. One member shall be appointed jointly by the Chairman, Oconto County, and Chairman, Town of Riverview, and shall be a resident of a town within the North Sector Service Area.

D. Members shall be appointed effective May 1, 1989 and appointments and/or reappointments shall be May 1 every year by the appointing officials, and may be removed at any time by the officials appointing them.

E. Any vacancy by resignation, death or removal shall be filled by the appointing official within thirty (30) days of the vacancy.

F. The Committee shall choose its own Chair and Secretary.

G. The Committee shall meet at least twice per year through closure of the site. All meetings shall be opened to the public with notice pursuant to the Wisconsin Open Meeting Law. Minutes of the proceedings shall be taken and duly filed with the Oconto County Clerk. A simple majority shall govern the Landfill Advisory Committee actions.

H. Each member shall be paid by the County the rate of per diem for County Board Supervisors and mileage allowance authorized for County personnel and will be entitled to all the protections provided to County Board members.

I. The responsible agent for the Landfill of Oconto County shall attend every meeting of the Landfill Advisory Committee, and shall report on operation of the facility and answer questions on financial, environmental and other matters of interest to the Committee or citizens regarding the landfill.

J. The Committee shall have access to all public records concerning the landfill, except such documents that may be privileged under the Wisconsin Open Records Law or that may be privileged under attorney client relationships for either the Town or the County. All communications between the Department of Natural Resources and County regarding the North Sector Site shall be provided to the Clerk, Town of Riverview.

K. The Committee shall have the responsibility to investigate, review and advise on solid waste management affairs pertaining to this site. All recommendations, advisories, and approvals shall be submitted in writing to the Solid Waste Committee, County Board of Supervisors. The Solid Waste Committee shall respond to the Advisory Committee, in

writing, within ten (10) working days of receipt of the recommendations.

L. Meetings of this Committee shall be at the Riverview Town Hall, except that said Committee may adjourn to such place and time to properly conduct its business.

18. Assignment, Transfer, Sale - North Sector Sanitary Landfill- It is hereby agreed that Oconto County shall not sell the North Sector Landfill Site for the term of its operation and long term care.

19. Lease or Contract- It is hereby agreed that, should Oconto County in the interest of efficient solid waste management, choose to lease or contract the operations of said site, any lease or contract shall include the provisions herein stated and that the County shall be responsible for the landfill until twenty (20) years after closure.

20. Liability- It is hereby agreed that Oconto County shall indemnify and hold harmless the Town of Riverview, its officers, agents, employees, Siting Committee and Landfill Advisory Committee under Section 144.445, Wisconsin Statutes, for any liability, loss, claims, or damages that they might suffer as a result of any claims, demand, or cost of judgment by any person or entity at any time, including but not limited to the design, siting, construction, transportation to and from, operation, maintenance, control, repairs, administration, monitoring, expansion, closure, and long term care of this landfill. It is further agreed that Oconto County will support, defend and/or reimburse the cost, damages or other liabilities incurred by the Town of Riverview, its officers, agents, employees, Siting Committee and Advisory Committee, for any proceedings brought at any time pertaining to landfill operations. The County shall be responsible to pay any costs of representing the Town of Riverview as they are incurred, not after completion of a lawsuit. It is further agreed that, where Oconto County will be paying for defense of actions, the County shall have the right to pick the attorney for such defense. The terms of this article shall apply from enactment of this agreement and be perpetual.

21. Hearings and Judicial Review- It is hereby agreed that, in consideration for the provision of this agreement, the Town of Riverview Siting Committee and/or Town of Riverview Board of Supervisors shall not request a contested case hearing with respect to Oconto County's Feasibility Report under Wisconsin Statutes Section 144.44(2)(m). It is further agreed not to appeal for judicial review of the Department of Natural Resources decisions regarding feasibility of the proposed landfill operations.

22. Enforcement- It is hereby agreed that the Town of Riverview shall have the right to enforce this agreement by the commencement of an action in Circuit Court. However,

prior to commencement of such action, the Town of Riverview agrees to give Oconto County ten (10) days written notice of any non-compliance which they allege or consider to be in default under this agreement. Oconto County shall have the right to cure such default within the ten (10) day period, unless the Town must act to prevent irreparable harm or damage to the Town or its citizens, or within such time as the parties may agree. If such default is not cured, the Town of Riverview is entitled to seek such equitable or other relief as it deems appropriate.

23. Severability- It is hereby agreed that if any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby.

24. Amendments - The Landfill Advisory Committee may make written recommendations concerning any article of this agreement. The parties hereto may amend from time to time this agreement upon mutual consent and approval.

25. Effective Date - This agreement shall be effective upon execution by the parties thereto.

26. Termination Date - This agreement shall be terminated upon the date of closure of said landfill, except for articles 5, 12, 18, 19, 20, 22, and 23, as certified by the Department of Natural Resources.

Dated this 13<sup>th</sup> day of September 1988.



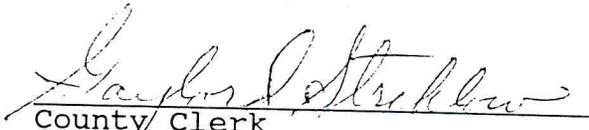
Chairman  
Town of Riverview  
Attest:



County Board Chairman  
Oconto County



Town Clerk  
Town of Riverview



County Clerk  
Oconto County

SOLID WASTE COMMITTEE

Donald Bartels  
Donald Bartels

Everett Carlson  
Everett Carlson

William Popp  
William Popp

Donald Kanack  
Donald Kanack

Louis Winkler  
Louis Winkler

RIVERVIEW SITING BOARD

James F. Pizzala  
James Pizzala

Donna Sperberg  
Donna Sperberg

Laurie Schoenebeck  
Laurie Schoenebeck

Vernon Schneider  
Vernon Schneider

EXHIBIT 1

DEFINITIONS

Operations- The point in time when the landfill is ready to accept waste.

Emergency - A temporary situation is where either the North or South Sector sites are unable to accept waste that has been generated within Oconto County.

Town - When Town is listed in the agreement it is understood to mean the Town of Riverview.

County - When County is listed in the agreement it is understood to mean Oconto County.

Closure - Closure is understood to mean that the landfill will no longer accept waste and that it has been covered in accordance with DNR requirements and has been approved by the DNR as being properly closed.

Active Fill Area - That portion of the landfill in which waste will be placed.

Landfill - The total area defined in article 1 which will contain the active fill area, sediment ponds and storage area for equipment.

Long Term Care - The 20 year period of time after closure of the landfill during which time water quality is monitored and leachate is removed from the site for processing.

EXHIBIT 2  
ROAD SPECIFICATIONS

Road Standards

1. Right of Way	4 Rod
2. Roadway Width	34 Feet
3. Surface Width	24 Feet
4. Maximum Grade	6%
5. Curvature	5 - 12 degrees
6. Base	6" Pit Run
7. Lift	6" gravel
8. Blacktop	Per Spec.

NOTE: The blacktop will be applied after it is determined that the road base is stabilized, but no later than after the closure of the landfill.