

RECEIVED

RESOLUTION #R-49-93

JUN 07 1993

APPROVAL OF CONTRACT BETWEEN THE  
TOWN OF RINGLE LOCAL COMMITTEE,  
THE COUNTY OF MARATHON, AND THE TOWN OF RINGLE  
SOLID WASTE MANAGEMENT BOARD

WHEREAS, the Solid Waste Management Board, in compliance with statutory changes, initiated in 1989 a negotiations process with Town of Ringle officials for the planned building of a Solid Waste Disposal Facility to expand present landfill area capabilities; and

WHEREAS, the Solid Waste Manager and Corporation Counsel have been periodically negotiating since 1990 with the statutorily mandated Town of Ringle Local Committee; and

WHEREAS, negotiations for the parties to said Contract, a copy of which is attached hereto, have reached agreement as shown therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Marathon hereby approves the entering into of said contract and the execution of same by the County officials listed thereon.

BE IT FURTHER RESOLVED that the County Clerk is authorized to issue checks pursuant to this resolution and the Treasurer to honor same.

Dated this 25<sup>th</sup> day of May, 1993.

SOLID WASTE MANAGEMENT BOARD

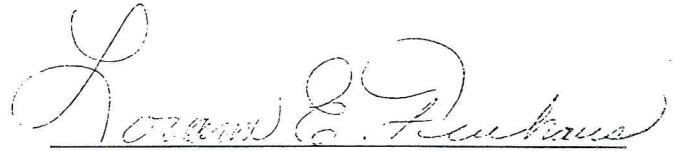
[Signature]  
Kirstine K. Weirand  
Lynn M. Nantz  
Walter W. Sullivan  
[Signature]

Fiscal Impact Estimate: Specifics are indeterminable at this time. Revenue derived from tipping fees is dependant upon usage of landfill. A portion of the tipping fees will be used to pay agreed amounts to the Town of Ringle. The expansion of the landfill area is expected to result in lower tipping fees for the residents of Marathon County because hauling to another landfill site should be avoided.

STATE OF WISCONSIN )  
 )SS.  
COUNTY OF MARATHON )

I, Louann E. Fenhaus, County Clerk in and for Marathon County, Wisconsin, hereby certify that the attached Resolution #R-49-93 was adopted by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held May 25, 1993.

S E A L

A handwritten signature in cursive script, reading "Louann E. Fenhaus", written over a horizontal line.

Louann E. Fenhaus  
Marathon County Clerk

CONTRACT BETWEEN THE TOWN OF RINGLE LOCAL COMMITTEE,  
THE COUNTY OF MARATHON, AND THE TOWN OF RINGLE

This Contract is entered into this 25<sup>th</sup> day of May, 1993, by and between the Town of Ringle Local Committee, the County of Marathon by its Marathon County Solid Waste Management Board, and the Town of Ringle.

WITNESS:

WHEREAS, Marathon County, a Wisconsin municipal body corporate, by its Solid Waste Management Board, is desirous of locating a Solid Waste Disposal Facility, also known as "Area B," specifically described in Exhibit "A," which are both incorporated herein by reference, to dispose of solid waste from various sources as may be approved by the Department of Natural Resources and the County of Marathon; and

WHEREAS, pursuant to sec. 144.445, Wisconsin Statutes, the parties have negotiated certain agreements relating to the Solid Waste Facility; and

WHEREAS, the parties wish to formalize those negotiated agreements as authorized by law.

NOW, THEREFORE, it is agreed by and between the parties hereto for and in consideration of the mutual promises herein contained and the sums of money to be hereunto paid as follows:

DEFINITIONS

Area B means the landfill cells shown on the site map which is attached hereto and incorporated herein by reference on Exhibit "A."

Ash means the solid residue of combustion.

Closure Plan means a written report and engineering plans detailing those actions that will be taken by the County to effect proper closure of Area B.

County, or the County, means Marathon County, or its agents.

Disposal Operations means operations directly related to the disposal of the solid waste in Area B at the Solid Waste Management Facility.

DNR means Department of Natural Resources.

Emergency means an unforeseen circumstance at the Solid Waste Management Facility that jeopardizes the public health and safety or property in the County of Marathon or the Town of Ringle.



Final Closure or Closure means the date at which time no further solid waste shall be transported to or disposed of by any person in Area B which shall be the earlier date of any of the following: a) the date the Marathon County Solid Waste Management Board notifies the Town of Ringle in writing that it no longer will allow disposal of any further solid waste at the Solid Waste Facility; b) the date on which any order of the DNR directing Marathon County Solid Waste Management Board in writing to no longer dispose or to no longer allow disposal of any further solid waste at the Solid Waste Facility becomes effective after all appeals, if any, by Marathon County are exhausted; c) the date the Active Fill Area contains Two Million, Six Hundred Thousand (2,600,000) cubic yards of solid waste.

Hazardous Waste means any solid waste identified as hazardous waste by Chapter 144, Wisconsin Statutes (1989-90) or identified as hazardous waste by regulations adopted by the DNR in Chapters NR 600-685 of the Wisconsin Administrative Code as of January 1, 1993, and as amended thereafter.

Integrated Solid Waste Management System means a system for managing the solid waste which consists of a Solid Waste Disposal Facility (Area B), a gas extraction system, an RDF plant, and recycling center.

Local Approvals means any local approval as defined in sec. 144.445(3)(d), Wisconsin Statutes as of January 1, 1993.

Local Committee shall mean the committee made up of representatives from the Town of Ringle that have been negotiating this Contract with Marathon County and which was formed pursuant to Wisconsin Statutes, sec. 144.445(7).

Long-Term Care means the routine care, maintenance and monitoring of Area B following closure.

Plan of Operation means a written report and any future amendments thereto submitted by Marathon County to and approved by the DNR for the Solid Waste Disposal Facility that describes its location, design, construction, documentation, monitoring, sanitation, operation, maintenance, closure and long-term care.

Pre-existing Local Approvals means any pre-existing local approval as defined in sec. 144.445(3)(fm), Wisconsin Statutes as of January 1, 1988.

Private Road means the existing private road running from State Highway 29 North into the Solid Waste Management Facility.

Solid Waste means any garbage, ash, refuse, rubbish, sludge from a waste treatment plant, sludge from a water supply treatment plant or sludge from an air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from



industrial, commercial, mining, 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, asbestos and recyclables.

Solid Waste Disposal Facility means the area contained within the boundaries shown on Exhibit "A" and known as "Area B."

Solid Waste Management Facility means the real property within the boundaries of Exhibit A. It is understood and agreed by the parties that where this term appears in the contract, any action authorized or mandated shall relate solely to the construction, operation, maintenance, closure and long term care of the solid waste disposal facility, and not any other use of the property. This term shall in no way limit or constitute a waiver of the Town's police powers with regard to activities on or the use made of the property not also within the Solid Waste Disposal Facility.

Storage or Store means the holding of solid waste for a temporary period, at the end of which period the solid waste is to be disposed.

Town means Town of Ringle.

Town Clerk means Town Clerk of the Town of Ringle.

## ARTICLE I

### SCOPE OF THE CONTRACT

This Contract governs the activities of the County and the Town only insofar as they relate to the construction, operation, maintenance and long-term care of the Area B Solid Waste Disposal Facility. This Contract does not affect nor do the parties contemplate that the Contract affects or deals with or restricts in any manner any other activities of the County or the Town.

Nothing in this Contract is intended to address any future expansion of Solid Waste Disposal Facilities beyond that contemplated by this contract or the use of the roads, buildings, equipment storage area, sedimentation basins or other related items at the Solid Waste Management Facility.

Notwithstanding the foregoing, this agreement shall not be construed to limit any legal or equitable remedies of any neighboring property owner with respect to his or her rights pursuant to law, nor shall the existence of the local negotiating committee constitute a waiver of any of the County's or Town's rights or privileges.

## ARTICLE II

### TRANSPORTATION

#### 1. Designated Roadways.

##### A. Route of Travel.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall not use any Town roadway in the Town as a route of vehicle travel for surveying, planning, environmental monitoring and testing, construction, hauling, disposal operations, maintenance, closure, long-term care and emergencies at the Solid Waste Management Facility other than "designated primary roadway," the "designated secondary roadway" or the "designated limited use roadway."

##### B. Primary Roadway.

The following roadway is the designated primary roadway for vehicle use to or from the Solid Waste Management Facility in the Town: Highway 29 to the private road. Marathon County shall only use the above-noted roadway for vehicle use to or from the Solid Waste Management Facility in the Town except as noted in subsections C, D and E below.

##### C. Secondary Roadway.

The following roadways are designated secondary roadways for vehicle use to or from the Solid Waste Management Facility in the Town: Highway 29 to County Q, County Q to Second Avenue, Second Avenue to the private road into the Solid Waste Management Facility. This route or a similar route constructed when the freeway is extended beyond the Solid Waste Management Facility shall become the primary roadway. If Second Avenue east of Highway Q is used as part of said secondary roadway, County will be responsible for repairs of said road only.

##### D. Alternative Roadway - Construction.

If the designated primary roadway or any portion of the designated primary roadway has been closed for construction, repair or emergency purposes by lawful authority, Marathon County shall, after notice of same, use the designated secondary roadway for vehicle use until it has been noticed by said lawful authority that the designated primary roadway has been reopened for vehicle use. Upon receipt of said notice from said lawful authority that the designated primary roadway has been reopened for vehicle use, Marathon County shall, within twenty-four (24) hours, cease using the designated secondary roadway and shall use the designated primary roadway.



#### E. Temporary Roadway.

If any portion of the designated primary or secondary roadways have been closed pursuant to state law, closed pursuant to municipal order of the County or of the Town because of an existing threat to public safety or closed pursuant to this Contract, and if a written application by Marathon County for a temporary roadway to the Solid Waste Management Facility has been received by the Town, the Town shall make all reasonable efforts to provide an appropriate private temporary roadway. This roadway shall be established and maintained for vehicle use to allow transportation to or from the Solid Waste Management Facility for Marathon County and its Solid Waste Management Facility users. The County and its Solid Waste Management Facility users, in their use of the temporary roadway, will be allowed access to certain public lands on or near the designated primary or designated secondary roadways or designated limited use roadway. Any damages or costs incurred by the Town in establishing and maintaining such temporary roadway for Marathon County and its Solid Waste Facility users shall be assumed by Marathon County and the costs and damages shall be reimbursed by Marathon County within thirty (30) days after the Town submits to the County a written invoice of costs and damages.

#### F. Rules of the Road.

During the term of this Contract and for forty (40) years after Final Closure, Marathon County shall obey the "Rules of the Road" whenever traveling the Town roads.

#### 2. Vehicles Covered.

Marathon County, during the term of this Contract and for forty (40) years after Final Closure, shall require that solid waste being transported to and from the Solid Waste Management Facility shall be in vehicles that are designed, constructed, loaded and maintained in such a manner as to prevent solid waste in those vehicles from escaping onto any public or private lands.

### ARTICLE III

#### NOTICES

##### 1. Hazardous Waste.

During the term of the Contract and for forty (40) years after Final Closure, the County shall orally notify the DNR and the Town immediately upon learning of any hazardous waste disposal or discharge within the Solid Waste Management Facility. The County shall file a written report within seven (7) business days of its learning of the hazardous waste disposal or discharge with the Town Clerk describing the type, source and amount of hazardous waste deposited or discharged, the date of the occurrence if known and the suspected cause of the occurrence if known.



The County will upon knowledge of any such hazardous waste discharged upon the Solid Waste Management Facility take actions necessary to restore the environment to the extent practicable, and minimize the harmful effects from the discharge to the air, lands or waters of the State.

## 2. Hazardous Discharge or Spill.

The County, during the term of the Contract and for forty (40) years after Final Closure, shall notify the Town Clerk within twenty-four (24) hours of any hazardous discharge or spill occurring at the Solid Waste Management Facility or within the Town if same involves materials being hauled from the facility. Marathon County shall, within seven (7) business days of the occurrence, file a written report with the Town Clerk which describes the location of the hazardous discharge or spill, the source and amount of the spill, the date of the spill and the suspected cause of the occurrence, if known.

The County, upon learning of any such hazardous discharge or spill occurring shall immediately remove such discharge from the Solid Waste Management Facility or take such other action as directed by the DNR and promptly advise the Town Clerk of same.

## 3. Temporary/Emergency Closing of Solid Waste Facility.

The County, during the term of this Contract, shall notify in writing within seven (7) business days the Town Clerk of any temporary or emergency closing and any Final Closure of the Solid Waste Disposal Facility, including any ordered temporary closing, ordered emergency closing or ordered Final Closure by the DNR or any other state or federal agency. The County shall provide in the written notice the specific reasons for the temporary or emergency closing or the Final Closure.

## 4. Hazards Notice.

The County, during the term of the Contract and for forty (40) years after Final Closure, shall orally notify the Town Clerk within twenty-four (24) hours of the receipt of information by the County of the following known or suspected hazards or occurrences at the Solid Waste Disposal Facility: fires, explosions, hazardous waste disposal, contaminated or polluted surface water, contaminated or polluted groundwater or any other occurrence or hazard to the public health or safety or to the natural resources. The County shall file a written report within seven (7) business days of the receipt of information regarding the above-noted hazards or occurrences to the Town Clerk describing in detail the specific hazard or occurrence, any known damages to persons or property, and any actions taken or to be taken by the County.

## ARTICLE IV

### PRIVATE ROAD

The County has constructed a Private Road in accordance with the specifications attached hereto and incorporated herein by reference as Exhibit "B." During the term of this Contract and for forty (40) years after Final Closure, the County shall maintain at a minimum an all-weather gravel surface on the Private Road. The Town at no time shall have any construction or maintenance responsibilities for the Private Road, including snowplowing. The County shall make reasonable efforts to maintain the Private Road in a dust-free manner. This road shall be constructed and shall be fully operational prior to the disposal of any solid waste at the Solid Waste Disposal Facility.

## ARTICLE V

### AUTHORIZED SOURCES OF SOLID WASTE

#### 1. Authorized Sources.

The County, during the term of this Contract, shall only dispose of or allow disposal at the Solid Waste Disposal Facility of solid waste generated by residents, businesses, and industry located in Marathon County.

## ARTICLE VI

### OPERATIONS AT THE SOLID WASTE FACILITY

#### 1. Reports.

##### A. Reports Distributed by the County.

The Town Clerk, during the term of this Contract and for forty (40) years after Final Closure, shall receive copies within seven (7) days of distribution by the County of all reports and correspondence provided by the County to the DNR or to any other state or federal agency pertaining to the Solid Waste Disposal Facility, including but not limited to, technical reports, investigations, testing and monitoring data. These copies shall be provided at no cost to the Town.

##### B. Reports Received by the County.

The Town Clerk, during the term of this Contract and for forty (40) years after Final Closure, shall receive copies within seven (7) days of receipt by the County of all reports and correspondence received by the County from the DNR or any other state or federal agency pertaining to the Solid Waste Disposal Facility, including but not limited to, technical reports, investigations, testing and



monitoring data. These copies shall be provided at no cost to the Town.

C. Test Reports.

The Town Clerk, during the term of this Contract and for forty (40) years after Final Closure, shall receive copies within seven (7) days of receipt by the County of all private well test analysis reports, groundwater monitoring reports, leachate monitoring reports, gas monitoring reports, waste characterization reports, air monitoring reports and any government reports received by the County related to the Solid Waste Disposal Facility except if said reports are subject to the claim of privilege. These copies shall be provided at no cost to the Town.

2. Hours and Days of Operation.

A. Normal Hours and Days of Operation.

The County, during the term and for forty (40) years after Final Closure, shall only allow transportation in the Town of solid waste to or from the Solid Waste Disposal Facility, and only allow in the Town surveying, planning, environmental monitoring and testing, construction, disposal, disposal operations, maintenance, closure or long-term care related to the Solid Waste Disposal Facility between the hours of 6:00 a.m. to 5:00 p.m., Monday through Saturday. It shall not allow transportation of solid waste to or from the Solid Waste Disposal Facility, or surveying, planning, environmental monitoring and testing, construction, disposal, disposal operations, maintenance or closure at the Solid Waste Disposal Facility or any other operations at the Solid Waste Disposal Facility on Sundays or on the following holidays, namely Christmas Day, Easter, Thanksgiving, Labor Day, New Year's Day, Memorial Day and July 4th.

B. Expanded Hours and Days of Operation.

Notwithstanding the above-noted, certain expanded dates and hours will be allowed as noted below:

1. The County, for construction purposes of the Solid Waste Disposal Facility, may commence construction at the Solid Waste Disposal Facility at 5:00 a.m., Monday through Saturday. It shall terminate construction at the Solid Waste Disposal Facility by 9:00 p.m., Monday through Saturday, except for that period of construction when extended hours are needed during 1993, provided that back-up alarms on construction equipment are replaced with strobe lights.

C. Emergency Hours.

Notwithstanding the above-noted, County and authorized Town personnel shall be allowed to enter at anytime the Solid Waste Management Facility should any emergency occur at or near the Solid



Waste Management Facility for the limited purpose of protecting the public health, welfare or safety of persons and protecting property or natural resources at or near the Solid Waste Management Facility.

### 3. Miscellaneous Operational Controls.

#### A. Dust and Debris.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall take appropriate measures in compliance with the Plan of Operation to reasonably control the blowing of dust and debris from the Solid Waste Disposal Facility and to reasonably control the discharge of other materials from the Solid Waste Management Facility onto properties not owned by the County.

The County will construct the Solid Waste Disposal Facility, perform daily disposal operations, maintenance, closure, long-term care responsibilities in the Town in such manner that litter, dust, dirt, debris or other materials or substances will not be carried by wind across the boundary of the Solid Waste Management Facility or onto properties in the Town not owned by the County. The County shall, as necessary, clean litter along Highway 29 two times per year, in the spring and fall, from Highway J to the western limits of Hatley.

#### B. Fire.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall not construct, operate, maintain, close or provide long-term care at the Solid Waste Management Facility in a manner that will create a fire hazard.

#### C. Public Nuisance.

The County, during the term of this Contract and extending for forty (40) years after Final Closure, shall not conduct disposal operations, dispose, store, treat or handle solid waste or construct, operate, maintain, close or provide long-term care at the Solid Waste Management Facility, in such a manner that would constitute a public nuisance or private nuisance, create a public health hazard, pollute the groundwater of properties, pollute the surface water or pollute the air.

#### D. Hazardous Waste.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall not knowingly accept, store, receive, dispose or handle any hazardous waste at the Solid Waste Management Facility, except that County shall make every effort to provide a household hazardous waste storage site at the Solid Waste Management Facility provided same is in compliance with law.

4. Lockable Gates.

County, during the term of this Contract and for forty (40) years after Final Closure, will close and lock all gates at the Solid Waste Management Facility except during times of disposal, maintenance, closure, long-term care or emergencies.

5. Location--Active Fill Area.

County, during the term of this Contract and for forty (40) years after Final Closure, shall keep the Solid Waste Disposal Facility at least two hundred (200) feet from adjacent property.

6. Weeds.

County shall comply fully with all state laws and regulations regarding noxious weeds during the term of this contract and for forty (40) years after final closure.

7. Repair, Maintenance and Reconstruction of Solid Waste Facility.

County, during the term of this Contract and for forty (40) years after Final Closure, shall maintain, repair and reconstruct the Solid Waste Disposal Facility and, if necessary, close the Solid Waste Disposal Facility for disposal operations, upon information received by the County, that the failure to maintain, repair or reconstruct the Solid Waste Disposal Facility or that the failure to close the Solid Waste Disposal Facility for disposal operations, would present a danger to the public health, safety or welfare of any persons or would cause damage to the natural resources within the County and the Town.

8. Hazardous Waste.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall not apply to the DNR or any other state or federal agency for a hazardous waste permit or hazardous waste license that would allow for hazardous waste storage, treatment or disposal at the Solid Waste Management Facility, unless written approval is received from the Town, or is consistent with paragraph 3.D. above.

9. Emergency Preparedness Plan.

County, during the term of this Contract and for forty (40) years after Final Closure, shall develop, amend, update and maintain an Emergency Preparedness Plan for the Solid Waste Management Facility. The initial Plan will be completed by County and will be provided to the Town Clerk and the Emergency Government Office of the County in writing prior to operation of the Solid Waste Disposal Facility. This Plan shall be revised and updated every four (4) years. Copies of any revised Plan shall be provided



to the Town Clerk and the Emergency Government Office of the County within two (2) weeks of completion.

The Plan will note the generic hazards at the Solid Waste Management Facility which shall include specifically the potential for the following occurrences: 1) fires and explosions during the construction, disposal operations, maintenance, closure and long-term care at the Solid Waste Management Facility; 2) discharges and disposal of hazardous wastes from the Solid Waste Management Facility; 3) discharges of hazardous or dangerous emissions into the air from the Solid Waste Management Facility; and 4) discharges of pollution or contamination into private water supplies and into surface water from the Solid Waste Management Facility.

10. Attendant.

A. During Disposal Operations.

County, during the term of this Contract, shall have an attendant employee or attendant agent at the Solid Waste Management Facility whenever disposal operations are occurring at the Solid Waste Disposal Facility.

B. "On Call."

County, during the term of this Contract and for forty (40) years after final closure, shall have an attendant employee or attendant agent "on call" to respond to emergencies whenever disposal operations are not occurring at the Solid Waste Disposal Facility or whenever the Solid Waste Management Facility is closed. The Town Clerk shall be provided in writing by County the name, address and telephone number of all attendant employees and attendant agents who will be at the Solid Waste Disposal Facility during disposal operations and who will be "on call" when disposal operations are not occurring at the Solid Waste Disposal Facility. These names, addresses and telephone numbers shall be provided to the Town Clerk prior to the disposal of any solid waste at the Solid Waste Disposal Facility and shall be updated in writing as necessary.

11. Responsible Managers.

County, during the term of this Contract and for forty (40) years after Final Closure, shall provide to the Town Clerk the name(s), address(es), and telephone number(s) of the responsible manager(s) employed by County whose responsibility shall be to manage, control and administer the Solid Waste Disposal Facility. These name(s), address(es), and telephone number(s) of responsible manager(s) shall be provided to the Town Clerk prior to the operation of the Solid Waste Disposal Facility and updated in writing as necessary.



## 12. Buildings.

The County, during the term of this Contract and for forty (40) years after Final Closure, shall not construct or maintain any buildings or equipment at the Solid Waste Management Facility other than the buildings and equipment that are necessary and appropriate for the construction, disposal operations, maintenance, closure and long-term care at the Solid Waste Management Facility or operations related thereto without written approval of the Town.

## 13. Other Businesses.

County, during the term of this Contract and for forty (40) years after Final Closure, shall not construct, operate or maintain at the Solid Waste Management Facility, nor allow any other person to construct, operate or maintain at the Solid Waste Management Facility, any business, occupation, enterprise or operation other than a Solid Waste Management operation unless written approval for such business, occupation or operation has been received from the Town. Notwithstanding the above, County, during the term of this Contract and for forty (40) years after Final Closure, shall be permitted to continue at said Facility any operation existing at the time of execution of this contract.

## 14. Compliance with Laws and Regulations.

### A. Laws.

County, during the term of this Contract and for forty (40) years after Final Closure, shall comply with all federal and state laws, regulations and final orders.

### B. Plan of Operation.

County, during the term of this Contract and for forty (40) years after Final Closure, shall comply with the Plan of Operation and any Closure Plan for the Solid Waste Disposal Facility that has been approved by the DNR and it shall comply with any modifications to the original Plan of Operation and any Closure Plan. A copy of the Plan of Operation for the Solid Waste Disposal Facility approved by the DNR and any modifications thereto as may be approved by the DNR is incorporated by reference into this Contract and any subsequent modification to said Plan of Operation will reopen negotiations as to said modifications.

## 15. Municipal Rights at the Solid Waste Facility.

The County and the Town, during the term of this Contract and for forty (40) years after Final Closure, shall have the following specific rights and responsibilities under this Contract:

A. Access.

The Town and its designated agents shall have the right of access to the Solid Waste Management Facility at all reasonable times upon twenty-four (24) hours' notice to County for the purpose of monitoring and inspecting the Solid Waste Disposal Facility, and monitoring and testing solid waste disposed of at the Solid Waste Disposal Facility. While at the Solid Waste Management Facility, the Town and its designated agents shall be assisted by a representative of County, and they shall be accompanied by a representative of County at all times.

B. Safety Precautions.

The Town and its designated agents, while at the Solid Waste Management Facility pursuant to subsection A, shall fully comply with any and all County employee safety and health procedures that have been provided to the Town. If safety equipment is required by County, it shall provide the appropriate safety equipment to the Town and its designated agents while at the Solid Waste Management Facility.

C. Testing.

The Town and its designated agents, while at the Solid Waste Management Facility, shall have the right, at its discretion and expense, to collect and remove samples of dust, solid waste, leachate, and water from the Solid Waste Disposal Facility. County may at that time request and shall receive "split" samples of any samples collected and removed from the Solid Waste Disposal Facility. The Town shall, within seven (7) days of receipt of a sample analysis report, provide a copy to County at no cost to County.

16. Erosion and Runoff.

County, during the term of this Contract and for forty (40) years after Final Closure, except as set forth in the Plan of Operation, shall not cause, suffer or permit any surface water runoff or any erosion from the Solid Waste Disposal Facility onto the properties not owned by County or onto any public land or public waters in the Town.

17. Surface Water.

County, during the term of this Contract and for forty (40) years after Final Closure, shall direct all surface water coming in contact with the solid waste at the Solid Waste Disposal Facility into the leachate collection system. County shall direct all surface water at the Solid Waste Disposal Facility not coming into contact with the solid waste into the sedimentation basins located adjacent to the Solid Waste Disposal Facility. County shall not discharge water from the sedimentation basins into any surface water drainage area at the Solid Waste Management Facility until



the surface water discharge meets the regulation and requirements of the DNR.

#### 18. Air Quality.

County will monitor and test air quality as required by the DNR. The County and Town will ask UW-Extension to identify the cause of odor at Area "A" of the landfill, develop recommendations for eliminating the odor, and develop cost estimates for eliminating the odor at Area "A" and prevent it at Area "B". In the event that the Town Board determines that there is a need for additional air quality testing and study regarding odor at or near the facility, the County agrees to contribute to the Town up to Ten Thousand and No/100 (\$10,000.00) Dollars toward the cost of study of said odor problem within sixty (60) days of the receipt of an invoice for the cost of said study from the Town.

#### 19. Closure.

County, from Final Closure of the Solid Waste Disposal Facility and for forty (40) years after Final Closure, shall develop and maintain the Solid Waste Disposal Facility as a conservancy area and shall conduct long-term care activities as required by the DNR.

### ARTICLE VII

#### LEGAL ACTIONS

##### 1. Court Action.

Neither party waives contractual rights and/or causes of action of any type whatsoever or defenses, of any type whatsoever, to actions including but not limited to, public nuisance, private nuisance, actions for injunctive relief, trespass, strict liability, damages, declaratory judgment or enforcement of this contract which may be commenced in a court of competent jurisdiction.

##### 2. Administrative Action

Neither party waives rights of any type whatsoever to petition the DNR, or other administrative agencies with jurisdiction over the subject matter of this agreement, for administrative action relating to construction, operation, maintenance, closure, and long term care of the Solid Waste Disposal Facility; nor does either party waive defenses therefrom.

### ARTICLE VIII

#### ASSIGNMENT



The County, during the term of this Contract and for forty (40) years after Final Closure, may transfer, sell, lease or assign the Solid Waste Disposal Facility to any other person or entity.

## ARTICLE IX

### FENCING

#### 1. Line Fencing.

County, during the term of this Contract and for forty (40) years after Final Closure, will, in the event a contiguous landowner wants to have constructed a line fence along the boundaries of its property owned by County, pay for one-half of the cost of the fencing of the common boundary.

The landowner may select the type of legal fence the landowner desires. If County alone decides to construct a line fence on the common boundary, County will pay 100 percent of the cost of the materials and construction and maintenance of the fence on the common boundary. Fencing constructed under this section shall be constructed and maintained pursuant to sec. 90.02, Wisconsin Statutes.

#### 2. Compliance with Department of Natural Resources' Standards.

County, during the term of this Contract and for forty (40) years after Final Closure, will comply with all fencing requirements of the DNR or as set forth in the Plan of Operation or any modifications thereto.

## ARTICLE X

### ECONOMIC AND OTHER CONSIDERATIONS

#### 1. Groundwater Tests.

Once per year a representative of County should meet with the Town Board to review and discuss the results of any recent groundwater tests at or near Solid Waste Disposal Facility for the term of this contract and for forty (40) years after final closure.

#### 2. Private House Well Tests in Area.

Once a year, County will offer to test well samples from private residence wells of property owners adjacent to and down gradient from the Solid Waste Management Facility, if allowed to do so by the resident having control of said well, for the parameters and volatile organic compounds (VOCs), listed on Exhibit "C", attached hereto and incorporated by reference as if fully set forth. "Down gradient" herein refers to the known groundwater flow

from said facility, which is understood to be in a southeasterly direction from said facility and shown on Exhibit "A" as "down gradient" area. In addition, similar private well testing, under the same conditions and for the same parameters and VOCs, will be offered to residents having control of such wells within the down gradient area, in the following numbers and areas: six (6) wells within one-half ( $\frac{1}{2}$ ) mile of said facility and another four (4) wells within one (1) mile of said facility for term of the contract plus forty (40) years.

### 3. Fair Market Value Payment to Specified Property Owners

County will make a one-time cash payment to property owners of record who owned the following parcels as of December 1, 1980, based on each specified parcel's fair market value as shown on the 1992 real estate tax statement for each parcel, for land as shown on Exhibit "D", which is incorporated by reference as if fully set forth. Property denominated as "adjacent" shall receive Twenty percent (20%) of fair market value. Property denominated as "adjacent to one-half mile" shall receive Ten percent (10%) of fair market value. Property denominated as "one-half mile +" shall receive Five percent (5%) of fair market value. It is understood and agreed by the parties that Exhibit "D" may contain some inaccuracies. Parties reserve the right to correct said inaccuracies by mutual agreement at a later date. Said property owner(s), shall, within six (6) months of receipt of notice of possible entitlement to said payment(s) return a signed claim or otherwise make written demand for said payment to County in the manner specified in said notice. The sale of any parcel otherwise eligible for said payment will negate and nullify any such obligation for payment by the County, except that heir(s) receiving ownership of eligible property as the result of legal inheritance(s) may receive such payment(s) if otherwise qualifying. The County shall retain the first Five Thousand Dollars (\$5,000.00) of any unclaimed payment. The balance of any unclaimed payment shall be payable to the Town.

### 4. Financial Responsibility.

County agrees to assume financial responsibility for fires and hazardous waste discovered at the Solid Waste Management Facility for the term of the contract. The Town of Ringle shall be obligated to contribute the first Two Thousand Five Hundred Dollars (\$2,500.00) toward expenses associated with putting out fires at the Solid Waste Management Facility. This obligation shall be limited to two fires per year.

### 5. New or Improved Roads.

County agrees to pay for and maintain any new or improved roads built specifically for access to Solid Waste Management Facility.



6. Landfill Use by Ringle Residents.

Free use of the Solid Waste Management Facility shall be extended to Town of Ringle residents only. Said free use shall be for up to two (2) cubic yards of deposits per week, maximum total for each week, with no unused "credit" being carried forward to subsequent weeks or the Town shall have the option to contract with a commercial hauler to serve said residents for like amounts of deposits after giving written notice to County of exercise of said option. Trucks used by the Town for picking up roadside litter will also be allowed to dump free at the Solid Waste Management Facility. In the event the Town conducts a "spring cleanup", normal waste collected may be dumped free. (Tires, appliances, and recyclables are not included as normal waste. The Town is limited to one "spring cleanup" per year).

7. Town Share of Tipping Fees.

The County agrees to pay Town One Dollar and Fifty-five Cents (\$1.55) per ton for accepted materials which go across the scale at the Solid Waste Management Facility.

8. "Lost" Personal Property Tax Receipts.

The County agrees to pay Town an amount equal to "lost" personal property tax receipts for the then-current valuation of landfill equipment should the County take over landfill operations, within the term of this contract.

9. Mined Clay Payment.

The County agrees to pay Town a charge of five cents (\$.05) per cubic yard for clay mined within the Town during the term of this contract for such clay used at the disposal facility.

10. Negotiating Costs.

The County agrees to reimburse the Town for negotiating costs of this contract for those invoiced reasonable professional costs it may incur incident to the formation or execution of this contract not to exceed Ten Thousand Dollars (\$10,000.00).

11. Adjustment to Town Share of Tipping Fees.

The County agrees to adjust the percentage of tipping fees payable to the Town equal to the percentage of adjustment in said fees made by the County on a quarterly basis, based upon an initial fee of Thirty-eight Dollars (\$38.00) per ton, exclusive of any additional fees (surcharge) dedicated to clean-up other sites.

12. Indemnification.

During the term of this Contract and for twenty (20) years after Final Closure, to the extent insurance coverage is not

provided by any source to the Town, any elected Town official acting in his/her official capacity, any officially appointed member of the Local Committee acting in his/her official capacity, or to any employee of the Town acting within the scope of his/her employment but not other agents or independent contractors of the Town, County agrees to indemnify and hold harmless the Town, and/or said individual(s) from any judgment (or settlement approved by County as set forth) arising out of this Agreement or the construction, operation, maintenance or long-term care of the Solid Waste Management Facility up to the statutory liability limitation set forth in Wisconsin Statutes, sec. 893.80, or its successor provisions, if the action is based on Wisconsin law or to the extent of the judgment (or settlement approved by County as set forth), if the action is based on federal laws and is not subject to the limitation set forth in sec. 893.80, Wisconsin Statutes, or its successor provisions. This indemnity agreement is applicable only if insurance money from any source is not sufficient to pay the judgment or settlement and if the Town and/or said individuals have taken all reasonable and necessary actions to invoke any such insurance coverage. This Agreement does not in any manner waive the statutory limitations of liability or any public policy, statutory or other defense available to the Town, County, elected Town or County official, employee of the Town or County or member of the Local Committee. The indemnity is conditioned upon the cooperation of the Town and/or said individual(s) with the County in the defense of the lawsuit. To the extent that County pays money pursuant to this indemnity and/or pays for the defense of the claims or suit as provided for herein, County shall be subrogated to and/or be assigned any and all rights and claims that the Town and/or said individuals may have against any insurers, tortfeasor(s) or other potentially responsible person or entity.

#### 13. Limitations of Indemnity.

Notwithstanding the language in Subsections A and B above, County need not defend and/or indemnify the Town, any elected Town official acting in his/her official capacity, any employee of the Town acting within the scope of his/her employment and/or any officially appointed member of the Local Committee acting in his/her official capacity for any intentional tort, any wanton or willful act, or misconduct, or for punitive damages or where the injuries or damages were caused solely by the negligence of the Town, their officers, employees, agents or independent contractors, or by a member of the Local Committee or any combination thereof.

#### 14. Police Powers Reserved.

Nothing in this agreement waives the rights of the Town to establish or enforce any permits, zoning, or other local approvals as then relate to the RDF recycling center or other solid waste facilities, excluding the above-mentioned Solid Waste Disposal Facility, at the time of application.



## ARTICLE XI

### CONTRACT PROVISIONS

#### 1. Term.

The term of this Contract shall be from the beginning of landfilling operations in Area B until Final Closure, unless otherwise noted in the specific sections of this Contract.

#### 2. Notice to Parties.

Any notices required by any provision of this Contract shall be addressed to a party as follows, and shall be sent by first class mail, and shall be considered written notice to that party:

- a. To Manager at Marathon County Solid Waste Management Board, 18500B Ringle Avenue, Ringle, Wisconsin 54471.
- b. To the County Clerk of the County of Marathon at 500 Forest Street, Wausau, Wisconsin 54401.
- c. To the Town Clerk.

#### 3. General Provisions.

A. Headings. Titles to paragraphs herein are for informational purposes only and not to be used in construing the Contract language.

B. Governing Law. This Contract, unless otherwise set forth, shall be construed, enforced and governed in all respects in accordance with the Wisconsin laws, statutes, regulations and Administrative Code provisions in effect as of January 1, 1993.

C. Nonrestriction of Legal Rights: Nothing in this Contract waives, abridges, restricts, or prohibits the County or the Town from contesting any order, action or decision of the DNR or other state or federal agency related in any respect to the Solid Waste Disposal Facility or operations related thereto or from exercising in any manner any of its legal rights, except as provided herein.

D. Waiver. Any waiver by a party of a breach of any term or condition of this Contract shall not be considered a waiver of any subsequent breach of the same term or any other term or condition of this Contract.

E. Complete Agreement. This Contract supersedes any prior Contract or agreement, whether oral or written, between the parties applicable to the Solid Waste Disposal Facility and represents the complete agreement applicable to the Solid Waste Disposal Facility, except that the agreements dated May 27, 1982, October 25, 1983 and

February 27, 1986 between County and Town are hereby incorporated by reference to the extent not in conflict herewith.

F. Presumption of Draftsmanship. In the event it is necessary to construe the language of this Contract, it is agreed the construction shall take place without a presumption of draftsmanship against any party to this Contract.

G. Cooperation. The Town, County and Local Committee agree to cooperate in obtaining any subsequent approvals that may be required by the State of Wisconsin prior to construction of the Solid Waste Disposal Facility (Exhibit "A"). In the event County does not receive any such subsequent approvals, County shall have no obligation to make any of the payments called for in Article X.

COUNTY OF MARATHON

Dated: 5.25.93

BY: Mort McBain  
Mort McBain  
County Administrator

Dated: 5-25-93

BY: Edward Fenhaus  
Edward Fenhaus, Chairperson  
Solid Waste Management Board

Attested: Louann Fenhaus  
Louann Fenhaus  
County Clerk

TOWN OF RINGLE

Dated: 5/25/93

BY: Jeff Wendt  
Jeff Wendt  
Chairperson

TOWN OF RINGLE LOCAL COMMITTEE

Dated: 5/25/93

BY: Scott Habeck  
Scott Habeck  
Chairperson

Attested: Ed Hammer  
Ed Hammer  
Town Clerk