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WASTE FACILITY
SITING BOARD

DANE COUNTY LANDFILL NO. 2 (RODEFELD)
NEGOTIATED AGREEMENT

Between

DANE COUNTY

And

CITY OF MADISON
TOWN OF BLOOMING GROVE
TOWN OF COTTAGE GROVE

October 19, 1993

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ARTICLE I.

DEFINITIONS

Active Fill Area means the total area and volume conditionally approved by the Department of Natural Resources in the Feasibility Determination and subsequently modified in the Plan of Operation as the disposal capacity area for the disposal of solid waste by County at the solid waste facility, with the approved area specifically shown in Attachment H-2 (subject, however, to minor modifications approved by DNR as a part of final plan approval which do not increase site capacity or reduce the distance between property lines and the limits of the active fill area), incorporated herein.

Active Site Life means the period during which solid waste shall be transported to or from the active fill area at the solid waste facility or shall be disposed in the active fill area at the solid waste facility by County or by any other person.

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

Authorized Transporter means any person who is authorized orally or in writing by County at anytime to transport solid waste to and from the solid waste facility in Dane County and/or any person who is authorized orally or in writing by County at anytime to dispose solid waste in the active fill area at the solid waste facility.

Bacterial Contamination means the introduction of bacteria to a water supply that would not be indicative of landfill derived contamination but rather linked to surface, barn yard or septic derived sources

City means the City of Madison, its officers, its officials, its employees and its agents.

Closure means the time at which the solid waste facility permanently ceases to accept solid waste for disposal.

Compensation means remuneration for specified losses.

County means the County of Dane, its officers, its officials, its employees and its agents, who is the lawfully proposed operator of this landfill facility expansion

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

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of solid waste or hazardous waste in the County of Dane.

Disposal and Dispose mean the discharge, deposit, injection, dumping or placing of solid waste or unauthorized hazardous waste in the active fill area at the solid waste facility at anytime so that such solid waste or hazardous waste or any constituent thereof may enter the land, environment or be emitted into the air or discharged into any surface water or groundwater in the County of Dane. This term does not include the storage or the treatment of hazardous waste at the solid waste facility.

Disposal Operations means (1) any activities in the County of Dane directly related to the disposal of the solid waste or to the disposal of unauthorized hazardous waste in the active fill area at the solid waste facility or (2) any activities at the solid waste facility related to or associated with the disposal of solid waste or unauthorized hazardous waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the solid waste facility and including the waste covering at the solid waste facility, where all of the above noted activities noted in (1) or (2) occur anytime during the active life of this solid waste facility.

Emergency means an unforeseen circumstance at anytime at the solid waste facility or directly related thereto occurring at any other location in the County of Dane that jeopardizes the public health, safety and welfare of persons in the County of Dane or that jeopardizes the safety of property in the County of Dane.

Feasibility Determination means the new expansion proposal for Feasibility Determination, and all of the conditions set forth therein, issued by the Wisconsin Department of Natural Resources to Dane County Rodefild Expansion, License No. 3018, dated August 17, 1993.

Final Closure means the time at which the solid waste facility ceases to accept waste, and includes all actions required under all applicable statutes, rules and regulations to prepare the facility for long term care and to make it suitable for other uses.

Further Expansion means additional expansion at anytime by any means by County of the design capacity of the active fill area of the solid waste facility beyond the Department of Natural Resources approved design capacity of cubic yards of solid waste and daily and intermediate cover materials authorized in the Feasibility Determination and subsequently modified in the Plan of Operation for disposal in the active fill area at the solid waste facility vertical and horizontal expansion.

Hazardous Waste means any solid waste identified as a hazardous waste by the Department of Natural Resources, under Sec. 144.62(2)(b), Wis. Stats., or identified as a hazardous waste by regulations adopted by the Department of Natural Resources in Chapter NR600, et seq., Administrative Code, or its successor chapters. This shall not include any hazardous waste as defined above which is authorized at anytime by the Department of Natural Resources to be disposed, stored or treated at the active fill area or to be disposed, stored or treated at any other location at the solid waste facility.

Local Approvals means any local approval as "local approvals" are defined in Sec. 144.445(3)(d), Wis Stats., or its successor provisions.

Local Committee or Local Negotiating Committee means the Rodefild Local Landfill Negotiating Committee, organized under Section 144.445, Wis. Stats., and consisting of representatives of the City of Madison, the Town of Blooming Grove, and the Town of Cottage Grove.

Long Term Care or Long Term Care Operations means (1) any activities directly related to long term care at the solid waste facility or (2) any activities at the solid waste facility, including routine care, maintenance and monitoring in the active fill area at the solid waste facility; and where all the above noted activities occur anytime following the Final Closure of the active fill area at the solid waste facility.

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

Nature Conservancy Area means the active fill area, on-site stormwater detention facilities and areas required for monitoring, leachate storage and maintenance of the closed solid waste facility where after Final Closure the County will:

- a. maintain this area in order that it largely escapes unnatural environmental disturbances, and
- b. provide the proper maintenance, monitoring, management protection, husbandry and supervision to protect the natural resources located in this area and to prevent any unnecessary or undue environmental degradation in this area.

Operations Related Thereto means (a) any disposal operations, storage operations or treatment operations occurring on lands adjacent to the solid waste facility, where the operations or activities by County, its agents or its authorized transporters on this land are in conjunction with or are in aid of the disposal operations, storage operations or treatment operations that are occurring at the solid waste facility.

Practicable means those actions or efforts used or found in actual practice or well-established to be feasible, that are reliable and efficient.

Pre-existing Local Approvals means any pre-existing local approvals as "pre-existing local approvals" are defined in Sec. 144.445(3)(fm), Wis. Stats., or its successor provisions.

Reasonable Person means standard used to convey general community sensibility as to tolerable, acceptable impacts to neighborhood residents without accommodation to individual, subjective reactions of hypersensitive persons.

Remedial Actions means those actions consistent with a permanent remedy which are taken instead of or in addition to removal actions in the event of a release or threatened release at the solid waste facility of hazardous waste into the environment, to prevent or minimize the release of hazardous waste so that the hazardous waste does not migrate to cause substantial danger to the present or future public health or welfare of the residents of the County of Dane or to the environment in the County of Dane. Such actions shall be done in full compliance and consistent with all WDNR orders to correct environmental problems at the solid waste facility.

Removal Action means the clean-up action, mitigation action or extraction of released hazardous substances from the environment, such actions as may be necessarily taken in the event of release of hazardous wastes into the environment at the solid waste facility or directly related thereto, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous wastes, the disposal of removed hazardous wastes, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the residents of the County of Dane or to the environment in the County of Dane, which may otherwise result from a release or threat of release of hazardous wastes in the County of Dane.

Retroactive means effective on or applying to an earlier date.

Retroactive Compensation means payments to a listing of neighborhood residential property owners for potentially adverse impacts to reasonable enjoyment of their homes during solid waste operations at the existing Rodefild Landfill; no measure was taken of any actual adverse impacts.

Solid Waste means garbage, ash, refuse, rubbish, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid waste may include, but is not limited to, paper, wood, metal, glass, cloth and products thereof, litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures, notwithstanding current ban on certain materials. Solid waste does not include solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 147, Wis. Stats., or its successor chapter, or source, special nuclear or by-product material as defined in Sec. 140.52, Wis. Stats., or its successor section.

Solid Waste Facility means the County solid waste disposal facility, commonly known as the Rodefild Landfill or Dane County Landfill No. 2 , WDNR License No. 3018, in the City of Madison (Attachment H-2).

Storage or Store means the authorized temporary holding of solid waste or hazardous waste at the solid waste facility for a temporary period, at the end of which period the said solid or hazardous waste is to be then treated or ultimately disposed in the active fill area at the solid waste facility or at any other location pursuant to WDNR approved practices and procedures.

Storage Operations means (1) the authorized storage of solid waste or the authorized storage of hazardous waste at the solid waste facility or (2) any activities at the solid waste facility related to the authorized storage of solid waste or hazardous waste .

Substantial Number means quantity of persons from sufficient, different households to reflect a cross-section of the neighborhood surrounding the Rodefeld Landfill.

Towns means, unless the context requires otherwise, the Town of Blooming Grove, the Town of Cottage Grove, their respective officers, their respective officials, their respective employees and their respective agents.

Waste Facility Siting Board means the Wisconsin Waste Facility Siting Board, or its successor agency.

ARTICLE II

TRANSPORTATION

A. HAUL ROUTES

The County shall direct all authorized solid waste Haulers to use USH 12-18 as the principal route to the Rodefild Landfill facility. Transporters may use CTH AB during emergencies, as a construction detour, and if they are hauling for local generators in the Towns of Blooming Grove or Cottage Grove. Reasonable accommodations shall be made to allow solid waste haulers access to the Rodefild Landfill when significant highway construction occurs on USH 12-18 alongside the landfill.

B. METHOD OF HAULING

1. Truck Litter Control

The County agrees to require trucks delivering waste to the landfill site to meet the requirements of Wis. Admin. Code NR500 et seq. as it is presently stated or as hereafter amended or any successor provision, as a prerequisite to being allowed to enter and/or use the landfill site. It shall not be a violation for the County to allow trucks carrying earth materials, or other materials which by their nature cannot fall from the truck, to cross the scales and/or use the landfill site without a cover or to leave the site with earthen debris still loose in the box. Trucks carrying materials which can fall, be blown or otherwise dislodged from the trucks shall be covered to enter the facility. The County shall impose a uniform policy regarding truck litter control to prevent unreasonable problems involving litter or threats to public safety. In addition, the County shall require all drivers to inspect the packer truck hoppers after dumping to insure that all loose debris which can be blown out of the hopper is removed.

The County shall spot check at least 5% of packer truck hoppers leaving the site. It shall be a violation of landfill policy to leave debris in packer truck hoppers. The County shall charge all violators of this provision a 10% surcharge on the total load dumped by any offending vehicle.

The surcharge fee shall be payable to Dane County for labor costs necessary to operate this spot checking program.

2. Mud Tracking

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

The County shall maintain a street sweeper at the landfill. Upon its own initiative or request by Madison or either Town, the County shall employ this machine to remove mud from any paved street or road used by solid waste haulers in close proximity to the landfill access drive. Notice shall be provided to the County by directly contacting the landfill or Dane County Public Works when mud tracking problems requiring additional attention exist upon public thoroughfares.

C. DEBRIS PICKUP

County landfill staff shall exercise a reasonable daily regimen to inspect and control blowing debris leaving the Rodefild Landfill site on all days when the facility is in operation. County staff shall daily drive along USH 12-18, CTH AB, and Femrite Drive to inspect and remove litter along the right-of way and adjacent yards proximate to the landfill site, when the landfill is open. Litter control shall be conducted on

Saturday as part of normal closing operations. The County shall not conduct litter control on any Sunday and legal holiday unless emergency circumstances exist.

The County agrees to pick up and collect debris as necessary on and alongside USH 12-18 and such other roads as are used by trucks delivering waste to the landfill site and wherever debris attributable to the landfill site is deposited. If any of the adjacent municipalities finds it necessary to collect or remove debris attributable to the landfill site, the County agrees to pay that municipality a collection fee equal to twice the amount of actual removal costs. All adjacent municipalities agree to notify the County of the need for debris pickup and the approximate location prior to instituting their own debris collection efforts. The County shall have 2 working days or 3 calendar days (plus legal Holiday) to effect pickup upon notification. If initial notification is not in writing, it shall be confirmed by written notification. Facsimile copy notification to the County Department of Public Works shall be acceptable.

D. ACCESS TO FACILITY

The County shall continue to use the present access point to the Rodefild Landfill unless required to relocate the landfill entrance for SIP approval. If a signalized intersection is constructed at the landfill site on USH 12-18, Dane County shall be allowed to move the landfill access to the signalized intersection, subject to Wisconsin Department of Transportation and City of Madison approvals.

ARTICLE III

OPERATIONAL CONCERNS

A. ACTIVE SITE LIFE

Dane County shall maintain all appropriate actions and commitments provided in this Agreement from issuance of WDNR's facility operating license for the expansion until completion of final closure of the facility. Unless otherwise stated, the active site life until the facility permanently ceases to accept solid waste shall be the term for the conditions and obligations provided herein to pay compensation or control landfilling activities related to nuisance concerns. Dane County recognizes that this Agreement includes certain preconditions as well as obligations which survive closure of the Rodefeld solid waste facility.

B. LOCAL APPROVALS

County, its officials, its officers, its employees and its agents shall be subject to, and shall comply with all applicable pre-existing local approvals. The active fill area, and the solid waste facility, generally, and the operations at the solid waste facility shall be subject to all applicable County, City, and Town pre-existing ordinances and approvals. In particular, all pre-existing local zoning approvals are applicable to the proposed solid waste facility.

C. REPORTS TO LOCAL MUNICIPALITIES.1. Reports from County.

During the active site life and extending after Final Closure during which County is required to satisfy any net worth or other financial responsibility standard under any state or federal law, County shall provide to City and Towns written copies, within seven (7) days of distribution by County, of all written reports and written correspondence provided by County to the Department of Natural Resources or to any

other state agency or to any federal agency associated with the solid waste facility including, but not limited to, letters, technical reports, waste source data, testing data, recording data and monitoring data. These copies shall be provided by County at no cost to the City and the Towns and shall be submitted to the City Clerk of the City of Madison and the Town Clerks of Blooming Grove and Cottage Grove, unless the City or either Town notifies the County that it will accept more limited information for a specified period of time.

2. Reports from Government Agencies.

During the active site life and extending after Final Closure during which County is required to satisfy any net worth or other financial responsibility standard under any state or federal law, County shall provide City and Towns written copies, within seven (7) days of receipt by County, of all written reports and written correspondence received by County from the Department of Natural Resources or from any other state or federal agency when these reports and correspondence are associated with the solid waste facility, including, but not limited to, letters, technical reports, waste source data, testing data, recording data and monitoring data. These copies shall be provided by County at no cost to the City and the Towns and shall be submitted to, the City Clerk of the City of Madison and the Town Clerks of Blooming Grove and Cottage Grove, unless the City or either Town notifies the County that it will accept more limited information for a specified period of time.

D. SOURCE OF WASTE.

The County shall allow only solid waste generated in Dane County to be disposed of at the solid waste facility unless an exception is specifically authorized by the County Board. No solid waste generated outside of the above-stated area shall be disposed of at the solid waste facility, including but not limited to, solid waste which is initially generated outside of Dane County and transported to this area for purposes of

any form of mechanical separation, removal of recyclable material, or other treatment prior to disposal at the solid waste facility. No exception shall be made to the limitations stated in this Section, except with the approval of the Dane County Board of Supervisors.

E. HOURS OF OPERATION.

The County shall only operate the landfill between 7:00 a.m. and 4:00 p.m., Monday through Friday, and 7:00 a.m. and 12:00 noon on Saturdays; where operation of the landfill is defined to mean the operation of any equipment or trucks. Waste can be received Monday through Friday from 7:00 a.m. until 3:00 p.m. and on Saturday from 7:00 a.m. until 11:00 a.m. The landfill may be operated from 7:00 a.m. to 5:00 p.m. on Saturdays following either:

1. A week within which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day or other legal holidays occur; or,
2. A week within which adverse weather conditions (such as high winds, rain, ice or heavy snow) have prevented the County from operating the landfill for an aggregate period of more than five (5) hours in any one day or another emergency circumstance exists.
3. Construction Activity: The County reserves the right to conduct construction activity in a manner to achieve an expedited schedule based upon seasonal and weather conditions. The above operating hours are not applicable to construction activity.

F. ODOR ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on then current technology to control odor from the landfill or any recycling drop-off areas to

mitigate odors offensive to a reasonable person. Odor will be controlled by proper landfilling operations; applying daily cover or an alternative daily cover approved by WDNR to all solid waste and through implementation of a gas control burning system. The County agrees to implement an active gas control system at this landfill for the life of the landfill and as long thereafter as is reasonably determined necessary to control gas migration or odor. The specifics of the gas control system shall be a minimum of a landfill gas combustor designed with a sufficient gas detention time to oxidize 99.0% of airborne odors and volatile organic compounds. The gas combustor shall be operated pursuant to DNR standards.

The County agrees that it shall take whatever precautions are feasible and reasonably practicable to prevent emissions into the ambient air of any substance or combination of substances in quantities such that odors objectionable to a reasonable person result. If a substantial number of households near the landfill during the period of emission claim that they have experienced objectionable odors, the problem shall be treated as a substantiated complaint requiring City of Madison involvement.

The City Director of Public Works (DPW) or mayoral designee shall determine when odors become a nuisance at which time the City shall consult with the County DPW or designee to generate several options or alternatives for remediating the odor problem. Once these options have been discussed, the City DPW or mayoral designee shall unilaterally decide the most practicable, cost effective, remedial action of the presently available alternatives. If the County can not provide necessary remedial action in a timely fashion, then a private contractor shall be retained to perform the work at the County's expense.

G. DUST ABATEMENT

The County agrees to exercise reasonable, practicable efforts based on current technology to control dust from the landfill operations. Dust is generated during dry conditions, and mainly attributed to vehicular traffic on roadways at the landfill. Dust is also generated from open, disturbed, unvegetated land.

Dane County agrees to maintain a vegetative cover on all areas which are disturbed and not being actively used, to control windblown dust.

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

The County shall provide the Town of Blooming Grove and Town of Cottage Grove with the name and telephone number of an employee who shall be available if watering or other emergency site maintenance on the landfill is necessary.

H. BLOWING DEBRIS CONTROL

(1) Prior to the acceptance of waste, the County shall: (a) Repair any breaks in existing perimeter line fences (b) Install a six-foot (6') high fence (i.e., chicken wire, chain-link, or similar material) (c) Use portable fencing windscreens in the active area when practicable.

(2) The fencing shall be cleaned of litter and debris as deemed necessary by the County's landfill supervisor at minimum, on the last, full, normally scheduled work day of any week, weather permitting, but at least once per week. The litter and debris shall be returned to the active area for disposal pursuant to Article II, Section C. Further, if any litter escapes the landfill, the County agrees to pick up litter on

neighboring property ,where necessary, and return it to the active area for disposal. Also, upon notice from any of the adjacent municipalities the County shall have 2 working days or 3 calendar days (plus legal holidays) to effect pickup of windblown debris.

(3) The County agrees to stop accepting waste any day when waste is leaving the site as determined by the County's landfill superintendent. Wind speed shall be monitored on a continuous basis and recorded with records being maintained and reviewed by the County daily as part of routine monitoring. Records may be reviewed by the municipalities upon request. The County shall inform all haulers of this rule and provisions shall be made so that the haulers can check with the County regarding facility closure.

The County will comply at all times with this Agreement concerning blowing debris and shall operate the site in complete compliance with present and future applicable federal and state statutes, administrative code requirements, regulations, and WDNR requirements as per the current amended version of NR500-520 Wis. Admin. Code, or any successor provisions

I. LANDFILL VECTOR CONTROLS

The Local Committee considers vectors to include rodents, birds (especially gulls), insects (e.g., flies, mosquitoes, etc.), and other unwanted pests.

All of these pests or vectors, except gulls, can be controlled through proper compacting and covering of the waste and grading of the site to eliminate ponded water, and by implementing a proper rodent baiting program inside the fenced area.

The County shall have a plan to control gulls at the landfill.

The County agrees to exercise as part of its operational duties to perform pest control as needed and to contract if necessary with a professional pest control specialist.

J. LANDFILL SCREENING/ LANDSCAPING PLAN

Dane County shall provide partial screening as practicable to the existing landfill and proposed expansion . The berms and plantings shall be concentrated along the periphery of the County owned land parallel to the street or highway right-of-ways as shown in Attachment E.

In addition, the County shall provide at its sole expense three (3) plantings, from options specified in Attachment E on residential properties that are within Group "A" as shown on Attachment A. The County shall contact these property owners and determine if they desire this benefit and the location of the plantings. Property owners shall install these plantings themselves or sign waivers prior to County installation of these plantings. Eligible property owners may elect to take a one time payment of \$500 in lieu of the above-stated plantings.

The berms and plantings located on County and/or City property shall be approved by the Local Committee. The City of Madison hereby grants reasonable access for purposes of installing these berms and plantings. This screening plan shall also be subject to City of Madison zoning approval when the Specific Implementation Plan is submitted to the City.

Specifications for the planting plan are listed in Attachment E. These specifications may be amended pursuant to revisions required for City of Madison

zoning approvals.

K. ENVIRONMENTAL CONTAMINATION

Although groundwater contamination is highly unlikely, Dane County shall pay for the reasonable replacement costs of wells serving existing principal use structures upon the same property listed on Attachment F having exceedances of volatile organic compounds or heavy metals. This protection does not include exceedances of nitrates, agricultural chemicals, petroleum hydrocarbons or bacterial contamination. Dane County shall be responsible to provide emergency potable water for human consumption and provide to users of such contaminated wells an alternative adequate water supply upon twenty-four (24) hour notification to County of such contamination, unless the contaminant is shown to be nitrates, agricultural chemicals, petroleum hydrocarbons or bacterial contamination.. The County agrees to provide water fit for human consumption including bathing, and water for use by livestock.

Well replacement shall apply only to those existing principal use structures with wells as of January 27, 1992, currently being used at the time the expansion accepts waste. The County will be responsible for replacement of wells contaminated with volatile organic compounds or heavy metals in the zone up to a cumulative total of \$50,000. Wells contaminated after the \$50,000 limit is exceeded shall be reimbursed for replacement from the Rodefeld "Contingency Fund".

The County shall be responsible to provide a new well to replace such contaminated well or provide such other alternative adequate water supply (bottled water shall not be considered an acceptable long-term alternative) as expeditiously as possible but within a period not to exceed 6 months from such notice of contamination.

Failure of the County to take necessary actions within the times set forth herein shall subject the County to liability to all persons damaged as a result of the failure of County to act in a timely manner.

Large capacity municipal water supply wells are not eligible for replacement under this section. The City of Madison wells are protected by the existing real estate agreement dated (January 16, 1984, Vol. 7770, Page 5, Doc. # 192075D recorded February 6, 1986) and through applicable state or federal laws. In the event that the Town of Blooming Grove high capacity well is contaminated by landfill activity, the County shall be responsible to replace the well.

L. WELL MONITORING

Wells designated by WDNR shall be monitored by the County quarterly for purposes of determining the purity of the water in such wells. See Attachment D for list of WDNR designated wells, which may be modified by subsequent WDNR orders or conditions.

All reports and test results relating to such WDNR mandated monitoring and sampling will be made available to the affected well owners, to the clerk of the City of Madison, as well as to the clerks of the Town of Blooming Grove and the Town of Cottage Grove. Affected well owners shall receive reports and test results generated from monitoring on their properties. Results will also be made available to individual residents in Groups A, B, and C upon request. The reports shall include a list of current P.A.L. limits for each contaminant sampled.

The costs of sampling and testing as required by this section shall be borne by

the County.

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

M. EMERGENCY RESPONSE SERVICES

To the extent necessary, this agreement shall constitute an inter-governmental Agreement between Dane County, the Town of Blooming Grove and the City of Madison, pursuant to §66.30, Wis Stats., for the aforementioned City and Town to provide the following emergency services, as needed, to the County's Rodefild Landfill Site:

- (1) The City shall provide HAZMAT Level A or Level B response service; (2) The City shall provide reasonable, necessary fire fighting service with customary mutual aid arrangements made available; (3) medical assistance shall be provided by the party able to respond to a Emergency 911 call in the shortest amount of time, given considerations of availability and logistics; and, (4) these services shall be recompensed by Dane County or the appropriate party on a per incident basis as costs are incurred.

N. DRAINAGE AND EROSION CONTROL.

The County shall submit final drainage and erosion control plans to the City of Madison Planning Department and obtain approval therefrom. This shall be done after such plans are prepared as part of the Plan of Operation for the landfill. Plans shall be implemented in accordance with the City PUD/SIP requirements and the local Department of Natural Resources recommendations and approvals.

Concepts which shall be included can be described as follows:

1. Surface water drainage to perimeter ditches and discharge into sedimentation basins is the primary erosion control measure that shall be applied in the borrow excavation areas during landfill development. This may include temporary ditches, diversion berms, and/or sedimentation basins. Any runoff from this area which is not routed to a perimeter drainage ditch for eventual discharge through a sedimentation basin shall be routed through erosion bales, silt fences, or temporary sedimentation basins within the borrow excavation areas.

2. Surface water which ponds on the liner prior to the placement of waste shall be tested for conductivity. If conductivity values are indicative of surface water, this water shall be pumped to the perimeter drainage ditch. If values are indicative of leachate, the water shall be handled as leachate. All water which comes in contact with waste shall be treated as leachate.

3. Semi-annual maintenance shall include inspection and repair of all drainage ditches and sedimentation basins. Disturbed areas shall be regraded, seeded and fertilized as necessary to maintain efficient flow and operation of all drainage features.

O. REGULATORY COMPLIANCE.

The County shall comply, at all times, with this agreement and shall also operate the site at all times in complete compliance with all applicable federal and state statutes, administrative codes, regulations, rules and requirements. The County shall undertake at its expense environmental controls and monitoring addressing nuisance concerns, including "other monitoring" as specified in § NR508.04(5), Wis. Admin. Code, pursuant to DNR requirements for this facility.

The County shall comply with all well monitoring requirements imposed by

DNR, or required by the Wisconsin Administrative Code and any applicable successor regulations (including specifically the monitoring provisions set forth in Chapter NR508), as well as any other applicable state or federal rule or requirement applicable to well monitoring. The County shall also comply with all well monitoring conditions imposed by DNR's Feasibility Determination, the approved Plan of Operation and specifically the facility monitoring plan for the site as described in § NR514.05(7), Wis. Admin. Code, and any additional closure or long-term care plans required by DNR for the facility. The County shall provide copies of the aforementioned monitoring data to the clerks of the participating municipalities at the same time data is submitted to WDNR, unless the City or either Town notifies the County that it will accept more limited information for a specified period of time. This information shall be available for inspection by property owners.

The County shall comply with all groundwater and surface water monitoring requirements imposed by DNR, or required by the Wisconsin Administrative Code (including specifically monitoring provisions as stated in Chapter NR508), as well as any other state or federal rule or requirement applicable to ground water and surface water monitoring for the solid waste facility. The County shall also comply with all groundwater and surface water monitoring conditions imposed by DNR's Feasibility Determination, the approved Plan of Operation and specifically the facility monitoring plan for the site as described in § NR514.05(7), Wis. Admin. Code, the monitoring report prepared in compliance with § NR514.06(6), Wis. Admin. Code, and any additional closure or long-term care plans required by DNR for the facility. The County shall provide copies of the aforementioned monitoring data to the clerks of the participating municipalities at the same time data is submitted to DNR, unless the City or either Town notifies the County that it will accept more limited information for a specified period of time. This information shall be available for inspection by property

owners.

P. LANDFILL OPERATOR TRAINING.

The County shall have the WDNR required number of certified "Facility Managers" and "Site Operators" on-site or available pursuant to proposed NR524, assuming it is promulgated, or, equivalent, effective regulatory provision. The County shall act pursuant to proposed NR524 or equivalent regulatory provisions relating to certification requirements, continuing education and training requirements, and certificant responsibilities.

Q. WATER AND SEWER

The County may enter into a § 66. 30, Wis, Stats., inter-governmental agreement with the Town of Blooming Grove regarding the Town providing a fresh water supply to the landfill facility from the hydrant located near Motel 6 on U.S.H. 12-18 and to provide a shared maintenance arrangement for the sewer line serving the landfill that is controlled by the Town.

ARTICLE IV

ENFORCEMENT SYSTEM

A. PROGRESSIVE COMPLAINT SYSTEM

There shall be a multi-level system to handle nuisance complaints involving potential unpleasant odors emanating from the site, blowing litter leaving the site and mud tracking problems upon public roadways resulting from traffic leaving the site. Dane County Public Works and the City of Madison Public Works shall cooperate to deal with citizen complaints relating to odor, litter and mud tracking impacts. This shall be a four level contractual dispute resolution system to resolve citizen complaints without recourse to the court system. However, this system shall not be the unique or exclusive manner to treat citizen complaints concerning odor, litter or mud tracking.

This system shall be used as an enforcement tool with Dane County and City of Madison concurrence. Otherwise, normal zoning citations or complaints may be issued for landfill operator violations involving odor, litter, and mud tracking. This shall give Dane County the opportunity to challenge controversial allegations, repetitive, unfounded complaints, or, deal with major issues in a neutral forum. The contractual enforcement system described herein shall provide an expedient, informal dispute resolution system with civil forfeitures withdrawn from an account specifically and exclusively designated for this purpose.

B. INFORMAL COUNTY RESPONSE

Dane County shall be primarily responsible for all management, control and operational concerns relating to odor, blowing debris and mud tracking impacts. Therefore, informal (i.e., telephone or other verbal communications) citizen communications relating to dissatisfaction concerning the above-stated impacts shall be directed initially to the manager at the landfill site, then, to the administrative office of

Dane County Public Works. The County shall make reasonable, practicable efforts to correct odor, blowing debris and mud tracking problems. This shall be Level I of the above-designated enforcement system.

C. FORMAL COMPLAINTS

All formal complaints shall be in writing, submitted at the same time to Dane County and the City of Madison Departments of Public Works. This first step in the formal complaint process shall be Level II. Dane County shall document all formal complaints. Formal complaints shall be initially referred to the landfill manager for response and possible action. Any action taken or written response to a formal complaint shall be maintained as a departmental record and a copy shall be provided to City of Madison Public Works.

Madison Public Works shall retain copies of formal complaints, resulting correspondence or written reports related to this enforcement system. Madison Public Works shall monitor County compliance where nuisance impacts relating to odor, litter or mud tracking exist, shall document recurring nuisance problems, and, shall seek cooperative solutions to problems involving formal complaints. When Madison Public Works communicates in writing directly with either the County or the complainant, the other party shall receive a copy of this written communication.

D. RECURRING OR UNRESOLVED COMPLAINTS

When Madison Public Works documents either recurring or unresolved formal citizen complaints, the City Director of Public Works (DPW) or mayoral designee shall make a pre-sanction determination in writing, which shall be issued to both the complainant and the County Public Works Director. This pre-sanction notice, which shall be Level III of this enforcement system, shall provide a reasonable period of time, appropriate to the circumstances as dictated in the appropriate sections on operational

concerns, supra, to correct the problem. This pre-sanction notice shall be based upon reasonable fact-finding, including cross-checking available reports relating to the problem, contacting County personnel directly involved with the situation, and, field inspection and verification as to continuing nuisance concerns. Sufficient material evidence shall be accumulated to substantiate the citizen complaint; otherwise, the City shall not act upon said citizen complaint. All relevant evidence assembled by Madison Public Works shall be made available to Dane County Public Works. If the citizen complaint relates to odor impact, the reasonable person standard described supra in Article I, shall be applicable. Furthermore, especially as to odor complaints, mandatory corrective action shall be limited to those actions found to be reasonable and practicable under the circumstances presented in the complaint.

E. PENALTIES AND USE OF SPECIAL ACCOUNT

When Madison Public Works is unable to correct the problem described in the formal complaint by means of pre-sanction notice, and the violation is clearly documented, the City DPW or mayoral designee shall issue a violation notice to the County DPW.

The actual civil forfeiture in this contractual dispute resolution system is to be calculated from a penalty provision provided in Attachment G, which is incorporated as if stated herein. When the County Public Works Director does not agree that a violation exists, prior to issuing the civil forfeiture notice, the City DPW or mayoral designee shall provide the County Public Works Director with an opportunity to meet to discuss the alleged violation. If the County Public Works Director does not concur as to existence of this violation, the City of Madison may issue a citation or complaint for a zoning violation starting from the date of the original infraction. This system shall afford Dane County the ability to utilize the normal judicial process where the existence of a violation is contested between the City and the County.

Dane County shall create a specifically designated and exclusive account for purposes of making funds available to pay fines imposed by City Public Works pursuant to the above-stated enforcement system. The County and City shall adhere to the provisions provided in Attachment G consistent with the enforcement system described hereinabove, to achieve the purposes stated in this chapter of the Agreement.

This system shall not preclude Dane County from exercising any normal due process rights afforded to the County. Nor shall this enforcement system be used to deny Dane County any contractual remedies that may be available.

ARTICLE V

OPERATIONAL CONTINGENCIES AND FINAL USE

A. SITING FUTURE LANDFILLS NEARBY

The County shall not construct any future municipal landfill facility, which is required to be licensed by WDNR, during the active site life of the Rodefild solid waste facility or for fifteen (15) years thereafter, within the following described bounded area (also shown in Attachment I):

Beginning at the point of intersection of Cottage Grove Road and Interstate 90, thence proceeding in an easterly direction on CTH "BB" to the intersection with CTH "N", then in a southerly direction along CTH "N" to the point of intersection with the southern boundary of the Town of Cottage Grove, following the town line in a westerly direction to the point of intersection with CTH "MN", thence following CTH "MN" in a southwesterly and western direction to the point of intersection with Interstate 90, thence following Interstate 90 in a northwestern and northerly direction to the above-stated point of beginning.

The County also shall not engage in landfill siting activities within the above-described bounded area during active site life of the Rodefild solid waste facility. This prohibition only affects proposed County landfilling activities. This provision has no effect upon other municipal or privately proposed landfills within the above-designated area.

B. SITING CLAY BORROW AREAS NEARBY

The County shall not utilize properties within the bounded area described in Article V, Section A, (as shown on Attachment I) as clay borrow sites for liner, cap and/ or berm material to be installed in the Rodefild horizontal and vertical expansion.

Furthermore, the County shall not obtain clay originating within the above-described bounded area for the above-designated purposes. This limitation shall not apply to utilization of clay originating upon the Rodefild Landfill expansion site.

C. ACCOMMODATION TO AERIAL MODEL FLYING CLUB FACILITIES

Dane County shall coordinate all landfill expansion and operational activities with the Flying Club Board of Directors or their representative.

The Club shall be granted access to their facilities, located immediately north of the landfill, from either the east off of CTH AB or from the west via the landfill service road and main gate.

The Club parking lot, shelter, and playground equipment shall be relocated as needed with input from the Club to insure safe use of the facility. All reasonable and necessary relocation costs shall be borne by Dane County. The Club shall use this facility pursuant to an annual lease entered into with the City of Madison.

D. AFFIRM PRE-EXISTING CONDITIONS IN PRIOR AGREEMENTS

The parties recognize the prior agreement for the existing Rodefild Landfill imposed certain conditions. The real estate transaction between the City of Madison and Dane County also imposed certain conditions. This Agreement does not supersede any conditions in those prior agreements unless specifically stated herein with recognition of any changes to conditions in those prior agreements. This Agreement was entered into with recognition and full knowledge of those prior agreements.

1. The County of Dane shall provide dedicated landfill space to the City of Madison in

the Rodefild Landfill horizontal and vertical expansion. 16.5% of the total expansion facility volume will be dedicated as an inalienable right to Madison for its exclusive use, reflecting Madison's current level of use at the Rodefild Landfill. Dane County Public Works and the City of Madison shall implement a mutually acceptable accounting method to reduce the City's dedicated landfill space on an annual basis as it is consumed by the City. Additionally, Madison will receive a right to dedicated volume in the Rodefild expansion in the following amount:

$$(1990 \text{ RDF sold in tons}) \times (\text{no. years expansion lifetime in DNR application}) = Y \text{ tons.}$$

$$\frac{2,000 \text{ lbs.}}{1 \text{ ton}} \times (Y \text{ tons}) \times \frac{(1 \text{ c.y.})}{(1,000 \text{ lbs.})} = 2 Y \text{ cubic yards}$$

RDF dedicated volume.

The RDF dedicated volume based upon RDF Madison sold will be reduced on an annual basis in an amount equivalent to the tonnage of RDF consumed and, therefore, not landfilled, or, alternatively, actually landfilled, at a County-owned facility by the City of Madison.

2. The County of Dane will accept up to 20,000 cubic yards of dredge spoils from the City of Madison, assuming that appropriate tests are comprehensively performed at City of Madison or State of Wisconsin expense, showing these dredge spoils to be non-hazardous and appropriate to be landspread or piled in mounds outside the area where landfill activities will take place. The actual area where these dredge spoils will be deposited upon the "subject property" shall be determined in consultation with Dane County Public Works. There shall be no charge for deposit of the above-indicated materials up to 20,000 cubic yards unless the Department of Natural Resources (DNR)

requires any of these dredge spoils to be landfilled. The City of Madison shall provide its own access, if necessary, to the designated area where these materials are to be deposited. The City of Madison bears all responsibility and expense to properly deposit these dredge spoils upon the "subject property" consistent with DNR requirements, including without restriction the construction of berms, construction to accomplish the construction of berms, construction to accomplish dewatering process, protect wetlands and provide appropriate site maintenance measures. The City is granted reasonable access rights for this purpose. The entire disposal process involving these dredge spoils shall be completed as soon as reasonably practicable and shall not interfere in any manner with landfill construction activities. This provision is not applicable to any dredge spoils DNR requires to be landfilled.

E. HEIGHT LIMITATIONS

Dane County shall not exceed a maximum vertical expansion of thirty-one (31) feet over Phases I, II, and III above the existing Rodefild Landfill approved height. In return for the County's concession on this issue, reducing approved vertical height by seventeen (17) feet, the City and both Towns pledge their support to sustain continuous operations of the County facility. The City of Madison and the two Towns pledge to support this revised design proposal. None of the parties shall file a contested case or other litigation on this revised design proposal or assist opponents to this proposal. The parties shall take reasonable actions including providing testimony to assist the County to advance this revised design proposal. The County shall make the appropriate change to reduce the proposed vertical height of the landfill to 31 feet over the existing facility, supra, during the WDNR Plan of Operation stage of the landfill approval process.

Dane County has agreed to this height reduction under the following non-negotiable, binding conditions:

- No contested case or lawsuit on Plan of Operation by any of the parties or their officers, officials, agents, employees, designees or any duly appointed representatives.
- No unreasonable delays in DNR review created by modification of the design proposal for the expansion.
- No further reduction in total volume for the proposed, combined vertical and horizontal expansion.
- Submittal of revisions to DNR contingent on understanding between parties to above-listed conditions.

F. FINAL USE

The County proposes the final use of the solid waste facility after final closure to be open space or green space. This is consistent with the request of the Local Negotiating Committee and the position of the participating municipalities. Therefore, the final use of the original and expansion fill areas and other related areas as described below upon Final Closure shall be as a nature conservancy area subject to the following terms and conditions:

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

b. No buildings, structures or storage of any kind shall be allowed on the nature conservancy area, except those required for monitoring, leachate storage and removal, landfill gas extraction, screening and maintenance of the closed landfill.

c. County shall, after Final Closure, develop and maintain the original and expansion fill areas to establish the areas as an open space, nature conservancy area, subject to reasonable safety and security precautions. County shall also maintain, repair and provide long-term care of the active fill area at the solid waste facility to preserve the active fill area, insofar as possible consistent with the requirements of the Wisconsin Department of Natural Resources, in a natural state as a nature conservancy area, with the maintenance and preservation and replacement of existing vegetation whenever possible. The County reserves the right to limit public access wherever and whenever appropriate.

d. Use of the City running track may be continued after final closure and is deemed consistent with the proposed final use of the facility.

ARTICLE VI

PROPERTY COMPENSATION AND INDEMNIFICATION

A. RESIDENTIAL PROPERTY COMPENSATION

Dane County shall make annual payments adjusted by All Urban Consumer-Milwaukee CPI for payments after first full year payment to eligible residential property owners within three groups as hereinafter described:

- 1) Group "A" (as shown in Attachment A): -- Annual Payment of \$2,250 with CPI.
- 2) Group "B" (as shown in Attachment A): -- Annual Payment of \$1,500 with CPI.
- 3) Group "C" (as shown in Attachment A): -- Annual Payment of \$750 with CPI.

Note:

- County shall make pro-rata payments for any partial year of compensation.
- Applies only to residential dwellings located easterly of I-90.
- Non owner occupied single-family properties receive compensation to owners.
- Payments apply only to title owners of property in fee simple or vendees of record of land contracts for sale in fee simple as of January 27, 1992, as shown in attachment A.

-Duplex units are included, but only the owner of the property is compensated.

If a property has joint ownership then one payment would be made to the joint owners.

No single property listed in Attachment A shall be eligible for more than one payment.

Multifamily dwellings (three or more units) are not included in this compensation group.

-First prorated payment shall be made when the DNR issues operating or construction permits, whichever occurs first. Annual payments shall be made thereafter based upon the calendar year until solid waste is no longer received at the expanded landfill. The last payment shall be pro-rated, as necessary.

-Acceptance of compensation creates County rights as well as reasonable access for environmental monitoring and investigations related to this Agreement including debris pickup on owners' properties. Acceptance of Compensation will include signing a form acknowledging these rights and conditions before receipt of first payment (see Attachment C).

-These compensation payments are nontransferable and payable to current, eligible property owners (listed in Attachment A) as of the date of this Agreement. Transfer of ownership interests to any of the above-listed properties shall result in termination of payments for that property presently eligible for compensation.

-Dane County shall make all payments directly to the eligible property owners. Property owners shall be responsible to provide the County with notice as to any change in address for transmittal of payments.

4) Group "D" (as shown in Attachment A): -- Annual Payment of \$750 with CPI.

Note: The following conditions pertain solely to members of Group D:

Payments made to listed parties in Group D are nontransferable; members of Group D to be eligible for compensation must sign an agreement with Dane County allowing the County reasonable access for purposes of environmental monitoring, environmental investigation and debris pickup; annual payment

schedule shall correspond to above-stated provision for Groups A, B, and C; and, members of Group D are not eligible for retroactive compensation payments provided infra (Article VI, Section B).

B. RETROACTIVE COMPENSATION PAYMENTS

The County acknowledges its change in plans leading to development of this landfill expansion and neighborhood desire to provide retroactive compensation for the existing Rodefild Landfill. Therefore, the County shall pay additional, retroactive compensation to all of the above-listed property owners of record, except Group D, as follows:

Eligible residential property owners who receive annual payments in the preceding section shall receive an amount of additional compensation equal to the annual payment in the preceding section multiplied by the following multipliers:

Year Residential Dwelling <u>Was Purchased</u>	<u>Multiplier</u>
Jan.1985 or Before	3.0
Feb.1985 through 1989	2.0
1990, 1991, 1992*	1.0

*Up to January 27, 1992

This additional compensation shall be calculated to be paid, without interest, in four equal annual installments beginning with the first annual compensation payment made in the preceding section. Transfer of ownership of the property terminates eligibility for additional annual payments, and no remaining annual installment payments shall be made for that residential property.

C. COMMERCIAL, AGRICULTURAL, AND UNDEVELOPED RESIDENTIAL
PROPERTY COMPENSATION

Dane County shall make one time payments to the following property owners as hereinafter described:

A) All lands proximate to the Landfill Property Boundary as specifically listed on Attachment B shall receive a one time only payment of \$1,000.

Note:

- Owners of parcels receiving payment for Residential Compensation (Article VI, Section A) are not eligible to also receive this payment for the same contiguous property under the same ownership.
- Publicly-owned lands are excluded.
- Compensation to be paid to the owner of record to above-listed properties when one time payments are to be issued.
- Applies to parcels of land, vacant or with buildings, that are zoned commercial, agricultural or residential.
- Payment shall be made when the County commences solid waste activities in expansion area.

D. PROPERTY VALUE GUARANTEES

In consideration of the potential adverse impact that the landfill may have on neighboring properties, Dane County shall protect all private residential properties as shown in the four groups on Attachment A against loss in the event of sale. Such program shall provide protection and be administered as follows:

Property Value Guarantees

The County shall protect, in the manner provided in this Section D, the value of the properties listed in Attachment A ("Eligible Properties"), in the event of sale during the active site life of the landfill and extended as provided for in Subsection 3 (f) or Subsection 4.

1. General Eligibility.

a. To be eligible for fair market value price protection under this Subsection, the owner must place the Eligible Property on the market for sale with a Wisconsin licensed real estate broker except as otherwise provided herein. The owner shall provide the County with both the name of the broker with which such property is listed and the proposed terms of sale. The sale must be an arm's length transaction except as provided herein.

b. Within sixty (60) days of such notice, the County shall upon owner's request cause the property to be appraised at its present marketable value both (1) as of the date the property was placed on the market, and (2) as of the date the property was placed on the market, but making the sole additional assumption that the solid waste facility did not exist. The appraised value under (2) shall be referred to as the "Fair Market Value" of the property. The difference between these two appraised values shall represent the potential, appraised "Compensable Value" of the property.

c. The County shall provide a copy of such appraisal to the affected property owner within ten (10) days of the completion of said appraisal. The affected property owner may request a second appraisal to be paid for by the property owner if there is disagreement as to the values stated in the first appraisal

d. All appraisers shall be duly licensed to appraise property in Wisconsin, and shall work independently.

2. Determination of Fair Market Value.

For purposes of Subsection 3 below, the term "Fair Market Value" shall mean the value of the property as if the solid waste facility did not exist. Fair Market Value shall be established by:

- a. a single appraisal under Subsection 1(b) above if such appraisal is acceptable to both the County and the owner; or
- b. Agreement by both appraisers retained under Subsections 1(b) and (c) above.

If the appraisers retained under Subsections 1(b) and (c) above do not agree, but the lower of the appraised Fair Market Values is ninety (90) percent or more of the higher value, the Fair Market Value shall be the average of the Fair Market Values determined by said appraisals.

If the lower of the appraised market values is less than ninety (90) percent of the higher, a third appraiser shall be selected by the County and the owner. The third appraiser shall review the existing appraisal reports and determine the Fair Market Value of the property. The two appraisals which are closest to each other in determining Fair Market Value shall be selected and averaged to derive the Fair Market Value that will be binding for these purposes upon County and owner. The cost for the first and third appraisal (if necessary) shall be paid by the County.

The Compensable Value of the property which is defined in Subsection 1(b) above, shall be established in the same manner as described in this

Subsection based upon appropriate appraised values.

3. Obligation to Pay Compensation. An Eligible Property shall continue to be exposed for sale until:

a. The owner sells the property for a cash price equal to or greater than the Fair Market Value, in which case no payment shall be made by the County.

b. The property is continuously listed for sale with a broker for a time period based on the Madison Realtors average time to sell residential properties, and the highest cash price of any offer to purchase received by the owner is less than the Fair Market Value. The owner shall then notify the County of the offer and the County shall have ten (10) days to elect in writing to purchase the property for a cash price equal to the Fair Market Value. If the County fails to exercise such election, the owner may sell the property to the purchaser identified in the offer to purchase upon the terms provided, and the County shall pay the owner within thirty (30) days of receipt of notice of the closing an amount equal to the difference between the price set forth in the offer to purchase and the Fair Market Value.

c. If the property is listed for sale with a broker for a time period based on the Madison Realtors average time to sell residential properties plus an additional thirty (30) days, and no written accepted offer to purchase is received, the owner may elect in writing to require that the County purchase the property. Within thirty (30) days of receipt of the owner's election, the County shall purchase the property for a cash amount equal to the Fair Market Value.

d. If an owner chooses to sell the property to someone other than an arm's length purchaser (e.g., an intra-family sale), the owner shall only be entitled to compensation which is the lesser of either the difference between Fair Market Value and the actual sale price at closing, or the Compensable Value.

Where an owner plans to execute a non-arm's length transaction, owner shall

notify County at least thirty (30) days prior to actual conveyance. When an owner elects to sell a protected property without listing the property with a real estate broker, this conveyance shall be presumed not to be an arm's length transaction.

e. Any compensation paid by County under this Section 3 shall be reduced by (i) an amount which represents any transfer tax savings, and (ii) an amount equal to six percent of the compensation but only if the owner is not required to pay a commission to any real estate broker on the compensation paid hereunder.

f. Eligible residential property owners covered under section D must notify the County of their intent to sell their properties within the following time periods to obtain property value guarantee protection: eligible residents in Group A shall notify the County within two (2) years after closure of the solid waste facility; and, eligible residents in Groups B, C and D shall notify the County within one (1) year after closure of the solid waste facility. Failure to serve notice upon the County of an eligible property owner's intent to sell within the above-stated time periods shall terminate the coverage provided in section D for that property. Assuming notice has been served upon the County in a timely manner, eligible residential property owners shall have a time period based on the Madison Realtors average time to sell residential properties plus an additional thirty (30) days to obtain a written, accepted offer to purchase, if no written, accepted offer to purchase is received within this time period, the owner may elect in writing to require that the County purchase the property. The time period specified in the preceding sentence shall be applicable to non-arm's length transactions.

g. In the event any offer to purchase a property provides for seller financing, appropriate adjustments shall be made to determine the equivalent

present day cash value.

4. Alternative Compensation. In lieu of the property value compensation provided in Section 3 above, an owner may elect to receive under this Section 4 a lump sum payment of \$1,000 from the County, without determining the Fair Market Value or the Compensable Value of the property.

If the owner elects to receive the lump sum payment, the owner shall so notify the County in writing within thirty (30) days of offering the property for sale (either with or without listing the property with a real estate broker).

The County shall make the lump sum payment to the property owner within twenty (20) days of notification of owner's option to exercise this election. These payments shall only be made upon proof of an actual sale.

Maintenance of this obligation shall terminate 2 years beyond the last date when solid waste is deposited into the landfill site for eligible property owners in Group A and 1 year beyond the final date of acceptance of waste for eligible residents in Groups B, C and D.

The County's obligation to protect the "fair market value" of that parcel or any part of it ceases upon making the one-time payment of \$1,000. Furthermore, all compensation payment obligations to this property cease upon election of this option.

5. Miscellaneous Provisions.

a. Only owners of record as of January 27, 1992, as shown in Attachment A, the date for purposes of these negotiations that the negotiation process was initiated, or any party obtaining the entire interest in an Eligible Property by reason of the death of a spousal joint tenant or in a divorce action by court decree, shall be eligible for property value guarantees under this Agreement.

b. Payment of property value guarantees shall be made only once for

any individual tax parcel included in Attachment A. Compensation under this section is only available for the tax parcel upon which the residential property is located if tax parcels are to be sold separately. In the event that a portion of a parcel upon which the residence is located is offered by the owner for sale, the County, at its discretion and to avoid subsequent appraisal costs, may decide to have appraisals made for that portion and simultaneously for the rest of the parcel. If the County chooses to proceed in this manner, it shall make any payment as if both the portion severed and the rest of the parcel had been conveyed at that time.

c. The compensation payable under this Section D shall apply only to conveyances made by deed or land contract and shall not apply to conveyances of leasehold interests, easements or other conveyances of partial interests by protected parties.

d. If the County purchases property under this Section D, the owner shall not be entitled to occupy the property after the date of closing without the consent of the County; provided, however, that any conveyance to the County shall be subject to the rights of tenants. Any property owner choosing to occupy beyond the date of closing shall be responsible for and pay all utility costs accrued during his/her occupancy, and pay rent to Dane County in the amount of \$600.00/ month. The maximum extension of occupancy hereunder shall be three months.

E. CONTINGENCY FUND

Dane County shall make payments to a self-administered contingency action account as provided in this section. This fund shall be known as the Contingency Fund. The purpose of the fund is to insure that monies will be immediately available to Dane County at any time to pay any costs incurred by Dane County or a local

government by reason of maintenance, repair, remediation and reconstruction of the Rodefild solid waste facility, or for any other damages caused or costs incurred by reason of the presence of the Rodefild solid waste facility and when such costs for any reason are not readily available from any other public fund. Where funds are shown to be available from another public fund specifically for this purpose, those funds shall be used prior to this fund.

Dane County shall create an individual account administered by the County to be used exclusively for environmental response and remedial action associated with the Rodefild Landfill. This shall be a perpetual account with up to \$100,000.00 deposited to this account if the landfill closes prior to the monies in the account reaching that level. Interest on the account may be used by Dane County after the fund reaches the amount of \$1,000,000.00. Dane County shall make annual payments to this account at the rate of \$0.10 per ton of solid waste landfilled at the Rodefild Landfill during that year, commencing with disposal operations at the expansion facility.

1. Administration of Fund. The Contingency Fund shall be maintained in one or more investment accounts with the County holding the responsibility to achieve a reasonable return on these funds and administering the accounts accordingly. Funds shall be released and used solely for the purpose of implementing any actions described in this section which are determined to be necessary or appropriate by the City of Madison and Dane County, under the recommendations of their respective Departments of Public Works or similar departments.

2. Limits on Use of Fund. The Contingency Fund shall not be used to relieve Dane County of any of its state-mandated obligations relating to or arising from construction, operation, final closure or long-term care requirements at the landfill, nor of Dane County's obligation to provide any necessary non-emergency corrective

action. Further, the fund is intended to provide limited remedial response in order to protect the safety and well-being of local residents. Lack of funds in the contingency fund shall not limit the County's liability for landfill related contamination on or off the site.

3. Duration of Fund. The fund shall be perpetual; provided, however, that in the event of the complete removal of the solid waste disposed of at the solid waste facility and decontamination of the site, any remaining money in the fund may be applied to help pay the cost of such removal and decontamination. Monies left over after these payments shall be deposited in Dane County's Landfill Reserve Account if it still exists or, if it doesn't, any account selected by the County Board.

F. INDEMNIFICATION

Dane County shall indemnify, hold harmless, and defend the City of Madison, the Towns of Blooming Grove and Cottage Grove, their officers, officials, agents, employees, and any duly appointed committee, from and against any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description by reason of bodily injury sustained by any person or persons (including death at any time resulting therefrom), or damages to property, including loss of use thereof, resulting from acts or omissions of Dane County which are negligent, unlawful or in breach of this Agreement and arise out of or in connection with or occur during operation or use of the Rodefild Landfill site, whether direct or indirect, anticipated or unanticipated, including but not limited to the design, siting, construction, operation, maintenance, control, repair, remediation, administration, surveillance, monitoring, closure, and long-term care of the landfill site, and the disposal, treatment, storage, processing and removal of solid waste at the Rodefild Landfill site. This provision is not intended to limit or waive any defenses available to the aforementioned

municipalities, including those established by § 893.80, Wis.Stats., or any successor statutory provision. Nor does this provision limit these municipalities potential responsibility as generators of solid waste landfilled at the Rodefild Landfill site.

ARTICLE VII
CONTRACT PROVISIONS

A. NOTICE TO PARTIES.

Under this agreement, any notices required by the terms and conditions of this Agreement are, at minimum, to contain the address and names of the parties as noted below, are to be sent by first class mail to these parties and are to be considered by each party as written notice when received. It is further understood that the City the Towns and the County each shall be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with written notice of "address change" or "name change". The address or name change notices shall be sent by certified mail to the addresses noted below.

The current names and addresses are:

County of Dane
c/o County Clerk of Dane County
Room 112, City-County Building
Madison, Wisconsin 53709

City of Madison
c/o City Clerk of City of Madison
Room 103, City-County Building
Madison, Wisconsin 53710

Town of Blooming Grove
c/o Town Clerk of Town of Blooming Grove
3325 Thurber Ave.
Madison, WI 53714

Town of Cottage Grove
c/o Town Clerk of Town of Cottage Grove
4058 CTH - N
Cottage Grove, WI 53527

B. TITLES.

Under this agreement, the titles to paragraphs of this agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the paragraph.

C. GOVERNING LAW.

This agreement and the provisions contained herein shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Wisconsin.

D. SCOPE OF AGREEMENT

Dane County and the City of Madison have entered into several agreements relating to the Rodefild Landfill. Additionally, the Rodefild Landfill is subject to City of Madison zoning approvals. This Agreement was formulated pursuant to § 144.445, and § 66.30, Wis. Stats., to address local concerns. No ambiguity as to related agreements is intended by the parties to this Agreement. To the extent ambiguities in terms, conditions, or limitations are presented where this Agreement conflicts with any other agreement to which any of the parties hereto are also the parties and the ambiguity involves local concerns addressed herein, the construction of such conflicting agreements shall be to limit activities relating to Dane County's operation of the Rodefild Landfill, unless a clarifying amendment hereto is agreed to by the parties who have executed this Agreement. Furthermore, to the extent this Agreement conflicts with the City of Madison zoning approvals for the PUD/SIP, the participating municipalities to this Agreement consent to amend this negotiated agreement to conform to the aforementioned zoning approvals.

E. AMENDMENT.

This Agreement may be amended only by a mutually stipulated, written agreement between the County, the City, and the Towns which have executed this Agreement.

F. BINDING EFFECT.

This agreement shall bind the County, the City, the Towns, the Rodefild Local Landfill Negotiating Committee, their respective legal representatives, their respective legal successors and their respective legal assigns.

G. REASONABLENESS OF APPROVALS.

Any approvals required under this agreement shall not be unreasonably

withheld.

H. CONSTRUCTION OF TERMS

No terms or conditions contained in this Agreement shall be construed to create a situation where performance becomes impossible, nor shall any provision herein be construed to create a conflict with any duty or obligation that the County may have under any existing or future statute, rule or regulation of the United States of America, the State of Wisconsin, or any federal or state agency having jurisdiction over the design and operation of the facility.

I. BREACH

Under this negotiated agreement any waiver by any party to breach of any term or condition of this contract shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this landfill agreement.

J. SEVERABILITY

If any provision of this agreement contravenes or is invalid under any law of the State of Wisconsin or of the United States, the contravention or invalidity shall not invalidate the whole agreement, but rather this agreement shall be construed as if it did not contain that particular provision or provisions held to be invalid and the rights and duties of the parties shall be construed and enforced accordingly.

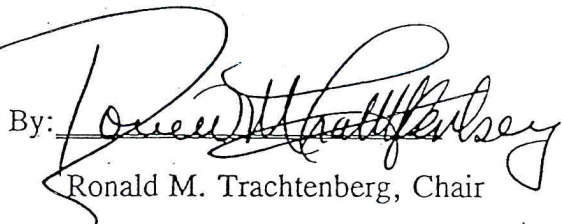
K. FORCE MAJEURE

No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of god, fire, strike, inevitable accident, war, court order or binding determination of a governmental agency.

L. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.

RODEFELD LOCAL LANDFILL NEGOTIATING COMMITTEE

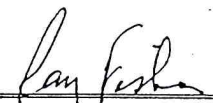
By:  Dated: 11/4/93
Ronald M. Trachtenberg, Chair

On Behalf of the Rodefeld Local Landfill Negotiating Committee


CITY OF MADISON

The City Council of the City of Madison authorized the execution of this Agreement by adoption of Res. 50517, I.D. # 4077, on 11-16, 1993.

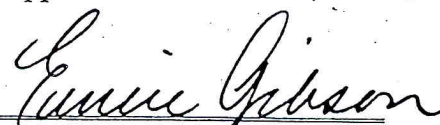
By:  Dated: 12-15-93
Paul Soglin, Mayor

Attest: 
Ray Fisher, ~~Assistant~~ Clerk

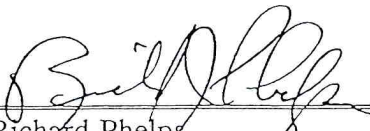
Countersigned:


Paul R. Reilly, Comptroller

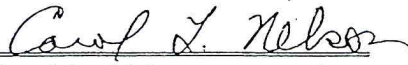
Approved as to Form:


Eunice Gibson, City Attorney

COUNTY OF DANE


By: 
Richard Phelps
Dane County Executive

Dated: 12/3/93

By: 
Carol L. Nelson
Dane County Clerk

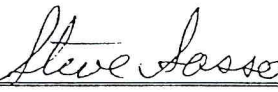
Dated: 12-6-93

Approved as to Form:

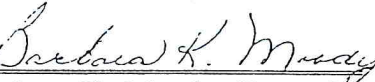
By: 
Cal W. Kornstedt
Dane County Corporation Counsel

Dated: 12-6-93

TOWN OF BLOOMING GROVE

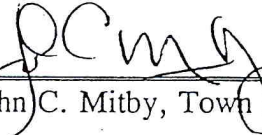
By: 
Steve Sasso, Town Chair

Dated: 12-20-93

By: 
Barbara K. Moody, Town Clerk

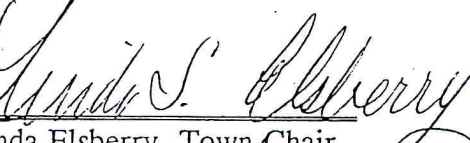
Dated: 12-20-93

Approved as to Form:

By: 
John C. Mitby, Town Attorney

Dated: 12/16/93

TOWN OF COTTAGE GROVE


By: 
Linda Elsberry, Town Chair

Dated: 12/26/93

By: 
Laurna J. Landphier, Town Clerk

Dated: 12/20/93

Approved as to Form:

By: 
Constance L. Anderson
Town Attorney

Dated: 12/21/93

ATTACHMENT A	ELIGIBLE RESIDENTIAL PROPERTY OWNERS	
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Property Owner	Property Address & Mailing Address (M. A.) if different	Post Office
GROUP A		
Frank & Mary Hlavac	3087 Luds Lane	McFarland, WI 53558
William & Betty Pitcher	3624 CTH AB	McFarland, WI 53558
Kyle Mathews	3646 CTH AB	McFarland, WI 53558
Harold Haas	3725 CTH AB	McFarland, WI 53558
Frank & Patricia Abela	3737 Brandt Road	McFarland, WI 53558
Donald & Dorothy Rodefild	3666 CTH AB	McFarland, WI 53558
Eugene Leonhardt	3196 Femrite Drive	Madison, WI 53704
Samuel Gundlach	3210 Femrite Drive	Madison, WI 53704
Steven & Margaret Suter	3317 Femrite Drive	Madison, WI 53704
Walter & Sarah Leonhardt	3206 Femrite Drive	Madison, WI 53704
Ronald Gundlach	3262 Femrite Drive	Madison, WI 53704
Hope Lutheran Chruch Parsonage	3702 CTH AB	McFarland, WI 53558
GROUP B		
Eugene & Julie Swenson	3101 USH 12 & 18	McFarland, WI 53558
Carl Rattman	3098 Hope Hollow Trail	McFarland, WI 53558
Ronald & Nancy Hoff	3108 Hope Hollow Trail	McFarland, WI 53558
Robert Vasy	3124 Hope Hollow Road	McFarland, WI 53558
Margery Jacobson	3073 Femrite Drive	Cottage Grove, WI 53527
Obert & Alma Herheim	RT 1 3788 CTH AB	Cottage Grove, WI 53527
Catherine Farwell	3812 CTH AB	Cottage Grove, WI 53527
Dolores Dushack	3823 Coyt Drive	Madison, WI 53704
Donald & Diane Farwell	3826 Coyt Drive	Madison, WI 53704
Darold & Bernice Murray	3829 Coyt Drive	Cottage Grove, WI 53527
Phyllis Ward	3809 CTH AB	Cottage Grove, WI 53527
Duane & Carol Hermsdorf	3365 Meier Road	Madison, WI 53704
GROUP C		
LaMoine & Elaine Haefer	2911 Femrite Drive	Cottage Grove, WI 53527
Gerald & Jean Buss	3577 South Hope Road	Cottage Grove, WI 53527
Edwin & Mary Ellen Horstmeyer	3599 South Hope Road	Cottage Grove, WI 53527
Phil Witte	3701 South Hope Road	Cottage Grove, WI 53527
Fred Witte & Sons Inc.	2924 Hope Road M.A.-151 N. Main	Cottage Grove, WI 53527 Cottage Grove, WI 53527
Fred Witte & Sons Inc.	2963 Hope Road M.A.-151 N. Main	Cottage Grove, WI 53527 Cottage Grove, WI 53527
Gerald Efferding & Cheryl Stone	2944 Hope Road	Cottage Grove, WI 53527
Donald Huibregtse Jr.	*2968 & 2970 Hope Road	Cottage Grove, WI 53527
Richard Markielewski	2976 Hope Road	Cottage Grove, WI 53527
Ralph Meiller	RT 1 2980 Hope Road	Cottage Grove, WI 53527
Roland & Earlene Foreyt	3010 Hope Road	Cottage Grove, WI 53527
Ronald & Carol Foreyt	3002 Hope Road	Cottage Grove, WI 53527
Allen & Sharon Farwell	3846 Vilas Hope Road	Cottage Grove, WI 53527
Thomas & Anne Maier	3854 Vilas Hope Road	Cottage Grove, WI 53527
Mark & Margo Butcher	3864 Vilas Hope Road	Cottage Grove, WI 53527
Paul & Rebecca Ritter	3870 Vilas Hope Road	Cottage Grove, WI 53527
Paul & Carol Lauher	3878 Vilas Hope Road	Cottage Grove, WI 53527
Joel & Sandra Pfeiffer	3869 Vilas Hope Road	Cottage Grove, WI 53527
James & Janet Brewer	3887 Vilas Hope Road	Cottage Grove, WI 53527
Mark Schlueter	3893 Vilas Hope Road	Cottage Grove, WI 53527

ATTACHMENT A (CONT.)		
Marvin & Bertha Schlueter	RT 1 3897 Vilas Hope Road	Cottage Grove, WI 53527
Helen Galarowicz	3932 Vilas Hope Road	Cottage Grove, WI 53527
Arnold & Catherine Helgersen	3889 Gala Way	Cottage Grove, WI 53527
Karin Kanton	3847 Gala Way	Cottage Grove, WI 53527
Robert & Marjorie Van Handel	3829 Gala Way	Cottage Grove, WI 53527
Richard & Georgian Herson	3819 Gala Way	Cottage Grove, WI 53527
Bernal & Helen Ewing	3815 Gala Way	Cottage Grove, WI 53527
Richard & Debra Gower	3807 Gala Way	Cottage Grove, WI 53527
Richard & Beverly Zamastil	3801 Gala Way	Cottage Grove, WI 53527
Mark Kovelan	3882 Vilas Hope Road	Cottage Grove, WI 53527
Thomas & Sandra Moore	3883 Gala Way	Cottage Grove, WI 53527
Peter & Patricia Lunde	3892 Vilas Hope Road	Cottage Grove, WI 53527
Wayne & Sandra Jolivette	3790 Gala Way	Cottage Grove, WI 53527
Thomas Nelson	3791 Gala Way	Cottage Grove, WI 53527
Raymond Scheuer	3796 Gala Way	Cottage Grove, WI 53527
Rusty & Janice Miller	3795 Gala Way	Cottage Grove, WI 53527
Nancy Alar	3802 Gala Way	Cottage Grove, WI 53527
John & Susan Mather	3808 Gala Way	Cottage Grove, WI 53527
Patrick & Jill Sweeney	3814 Gala Way	Cottage Grove, WI 53527
John & Kay Knipfer	3820 Gala Way	Cottage Grove, WI 53527
Frank & Lisa Chandler	3830 Gala Way	Cottage Grove, WI 53527
Gary Hanson	3873 CTH AB	Madison, WI 53704
James Pfeiffer	3880 CTH AB	Madison, WI 53704
Alfred Pfeiffer	3892 CTH AB	Madison, WI 53704
Duane & Carol Hermsdorf	*3297 & 3299 Meier Road	Madison, WI 53704
	M.A.- 3365 Meir Road	Madison, WI 53704
Leonard & Margaret Woodstock	3432 Meier Road	Madison, WI 53704
William Blatterman	3472 Meier Road	Madison, WI 53704
Lloyd & Alice Blatterman	3498 Old Meier Road	Madison, WI 53704
Burdean Knickmeier	3492 Femrite Drive	Madison, WI 53704
Earl Pottinger Jr.	6135 Femrite Drive	Madison, WI 53704
Virgil Westphal	3363 Meier Road	Madison, WI 53704
Timothy R. Shaw	3410 Meier Road	Madison, WI 53704
John Copenhaver	3537 Femrite Drive	Madison, WI 53704
GROUP D		
Olof Swenson Jr.	3486 CTH AB	McFarland, WI 53558
	M.A.-5202 Buckeye Rd	Madison, WI 53716
Steven R. Gausmann	3866 CTH AB	Madison, WI 53704

*Being considered as one property for compensation.

ATTACHMENT B

COMMERCIAL, AGRICULTURAL AND UNDEVELOPED RESIDENTIAL PROPERTY COMPENSATION

The following property owners shall be eligible for this compensation as specified in the Rodefeld Negotiated Agreement:

R. Likas , RFD 1 P.O. Box 129, Michicot

Motel 6, 6402 East Broadway

Capital Trans America Corp., Box 5900, Madison

Suter Speed Shop Inc., 3333 Femrite, Madison

Samuel Gundlach, 3210 Femrite Dr.

Cross Roads Inn (Tavern), 3562 CTH AB

Hope Cottage Grove Cemetery Assoc.

Michael & Christine Niebuhr, 3721 Sky High Road, Cottage Grove

J.D.J. Inc., 5811 Sauk Ln., McFarland

Country Corners Bar (Tavern), 3737 CTH AB

Jerry & Barbara Moore, 3620 CTH AB

ATTACHMENT C-1

STANDARD FORM AGREEMENT FOR ELIGIBLE, RESIDENTIAL PROPERTY OWNERS

RODEFELD NEIGHBORHOOD RESIDENTIAL
PROPERTY OWNER AGREEMENT

Agreement made this _____ day of _____, 19__, between Dane County, by the Dane County Department of Public Works, 217 South Hamilton Street, Suite 400, City of Madison, County of Dane, State of Wisconsin, 53703, hereinafter referred to as "County," and _____ of _____ [mailing address], hereinafter referred to as "Property Owner(s)," who is (are) listed in Attachment No. 1, at Attachment A, to this Agreement.

The parties to this agreement, in consideration of the covenants and stipulations set out and expressly incorporated herein, agree as follows:

SECTION ONE

This agreement arises from negotiations between Dane County, the City of Madison and the Towns of Blooming Grove and Cottage Grove, now formalized in "Dane County Landfill No. 2 (Rodefeld) Negotiated Agreement," relating to expansion of that facility. This Negotiated Agreement includes compensation to eligible residential property owners as listed, retroactive compensation payments and a property value guarantee program. The terms and conditions of that Negotiated Agreement directly affecting you relating to the above-stated compensation are attached to this agreement as Attachment No. 1 (original enumeration from Negotiated Agreement is being retained).

SECTION TWO

It is expressly agreed by the parties hereto, County and Property Owner(s), that those portions of the Dane County Landfill No. 2 (Rodefeld) Negotiated Agreement of _____, 19__, attached to this agreement and entitled Attachment No. 1 (including Article VI, Sections A, B and D, and Attachment A) are hereby made a part of this agreement and incorporated as if stated herein, and where pertinent and relevant, all said terms, conditions and provisions attached hereto, unless specifically modified herein; are to apply to this agreement as though they were expressly rewritten and included herein. Furthermore, all terms and conditions incorporated by reference into this agreement shall be construed in the same manner as they are interpreted for purposes of the above-referenced Negotiated Agreement.

SECTION THREE

Property Owner(s) hereby verify(ies) ownership, and where applicable possession and control, of the eligible residential property as listed in Attachment No. 1, described as follows: [address], hereinafter referred to as "subject property."

SECTION FOUR

In consideration of County's annual residential compensation payments, which shall be prorated as necessary, in the initial amount of \$_____, subsequently adjusted by use of All Urban Consumer-Milwaukee CPI, appropriate retroactive compensation payments calculated pursuant to Section B in Attachment No. 1, and property value guarantees as described in the attachment, all acknowledged by both parties to be valuable consideration, County and Property Owner(s) hereby agree to the following:

1. Property Owner(s) shall be eligible for the above-stated compensation pursuant to this agreement during its term so long as Property Owner(s) abide(s) by the terms and conditions provided herein.
2. Property Owner(s) hereby grant(s) to County reasonable access rights to the above-stated subject property as well as all other contiguous property held in common ownership for the following purposes: to conduct environmental monitoring related to the County solid waste facility; to perform any needed environmental investigations involving the County landfill; and, to remove windblown debris and litter originating from the landfill in a timely manner.
3. County shall exercise the above-stated access rights in a manner not to unreasonably interfere with Property Owner's(s') reasonable use and enjoyment of subject property and contiguous property where pertinent. Furthermore, County will restore above-referenced, impacted property to its existing condition prior to any required disturbance as expediently as possible.
4. Property Owner(s) shall provide County with access rights to leased premises to extent and as expediently as possible.
5. County shall make the above-stated compensation payments to Property Owner(s) in the name(s) of: _____.
6. Property Owner(s) shall immediately notify Dane County Public Works of any change of address for above-stated payee or change of ownership to above-stated subject property.

SECTION FIVE

The term of this agreement shall be so long as Property Owner(s) is (are) entitled to any of the above-referenced compensation from County, including all periodic compensation payments and eligibility for residential property value protection (as provided in Attachment No. 1, Section D). This agreement shall terminate immediately upon transfer of ownership to above-stated subject property, except when any party obtains the entire interest in a listed property by reason of death of a spousal joint tenant or when any party obtains the entire interest in a listed property in a divorce action by court decree.

SECTION SIX

This agreement is not assignable and all rights provided herein are nontransferable. However, County may contract with third parties to conduct activities specifically described in

above-stated provisions according County access rights to subject property and contiguous properties all in common ownership. This agreement shall not inure to the benefit of administrators, assignees, successors, heirs, or executors of either party.

SECTION SEVEN

There may be no modification of this agreement, except in writing, executed with the same formalities as this instrument. This instrument including all text incorporated herein by reference contains the entire agreement between the parties hereto.

SECTION EIGHT

It is mutually understood and agreed that this contract shall be governed by the laws of the State of Wisconsin, both as to interpretation and performance.

SECTION NINE

_____[Name(s)]_____, the identified Property Owner(s) to the above-stated subject property, hereby accept(s) this proposed agreement of Dane County made on _____, 19__, as provided, upon the terms and conditions stated herein.

In witness whereof, the parties have each executed this agreement at the place and date as signified below.

PROPERTY OWNER(S)

By: _____
(Name)

Dated: _____

By: _____
(Name)

Dated: _____

Attest: _____

Dated: _____

COUNTY OF DANE

By: _____
(Name)

Dated: _____

Dane County Department of Public Works

Attest: _____

Dated: _____

ATTACHMENT C-2
NOTICE TO ELIGIBLE PROPERTY OWNERS

Dane County has entered into a Negotiated Agreement with the City of Madison, and the Towns of Blooming Grove and Cottage Grove, concerning the County's expansion to the Rodefild Landfill. This Negotiated Agreement lists a number of eligible residential property owners (see Attachment A to Negotiated Agreement) entitled to property compensation and protection. To be eligible for annual payments and other compensation, you must be a title owner of a listed property in fee simple or vendee (purchaser) of record of a land contract for sale in fee simple since before the cut-off date, which is January 27, 1992. There are four separate compensation groups and three levels of payments distinguishing eligible owners of listed residential dwellings.

Each eligible residential dwelling as listed according to group shall receive a single, annual payment from Dane County. Any partial year compensation payment shall be pro-rated. Payments are being made directly to the owners of these properties. Compensation payments will commence when the Wisconsin Department of Natural Resources issues either operating or construction permits for the Rodefild Landfill expansion facility and payments will cease when the expansion facility permanently stops accepting solid waste to be landfilled. Compensation payments are nontransferable and payable only to current, eligible property owners listed in the Negotiated Agreement. Dane County hereby notifies you as a concerned party that transfer of your ownership interests to an eligible, listed residential property covered by the Negotiated Agreement shall result in termination of annual payments, and other forms of compensation for that property.

Eligible residential property owners must enter into a standardized agreement with Dane County to receive these negotiated annual compensation payments. Dane County will be granted reasonable access rights to compensated properties, pursuant to the standardized agreement, for the following purposes: to conduct environmental monitoring related to the County solid waste facility; to perform any needed environmental investigations involving the County landfill; and, to remove windblown debris and litter originating from the landfill in a timely manner. These access rights shall be exercised in a manner not to interfere with residential property owners' reasonable use and enjoyment of their properties.

Dane County is instituting a property value guarantee program for eligible residential property owners listed in Attachment A to the Negotiated Agreement. This residential property value protection is nontransferable. Property values for participating, listed owners are protected against

ATTACHMENT C-2
NOTICE TO ELIGIBLE PROPERTY OWNERS

Dane County has entered into a Negotiated Agreement with the City of Madison, and the Towns of Blooming Grove and Cottage Grove, concerning the County's expansion to the Rodefild Landfill. This Negotiated Agreement lists a number of eligible residential property owners (see Attachment A to Negotiated Agreement) entitled to property compensation and protection. To be eligible for annual payments and other compensation, you must be a title owner of a listed property in fee simple or vendee (purchaser) of record of a land contract for sale in fee simple since before the cut-off date, which is January 27, 1992. There are four separate compensation groups and three levels of payments distinguishing eligible owners of listed residential dwellings.

Each eligible residential dwelling as listed according to group shall receive a single, annual payment from Dane County. Any partial year compensation payment shall be pro-rated. Payments are being made directly to the owners of these properties. Compensation payments will commence when the Wisconsin Department of Natural Resources issues either operating or construction permits for the Rodefild Landfill expansion facility and payments will cease when the expansion facility permanently stops accepting solid waste to be landfilled. Compensation payments are nontransferable and payable only to current, eligible property owners listed in the Negotiated Agreement. Dane County hereby notifies you as a concerned party that transfer of your ownership interests to an eligible, listed residential property covered by the Negotiated Agreement shall result in termination of annual payments, and other forms of compensation for that property.

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Dane County is instituting a property value guarantee program for eligible residential property owners listed in Attachment A to the Negotiated Agreement. This residential property value protection is nontransferable. Property values for participating, listed owners are protected against

devaluation because of proximity to the Rodefild Landfill if sold during the solid waste facility expansion's active site life (notice period: extended two (2) years thereafter for Group A; extended one (1) year thereafter for Groups B, C and D). (See Negotiated Agreement, Article VI, Section D(3)(f), and (4).) Compensation to protected residential property owners shall be determined using real estate appraisals and established marketable values with special treatment for non-arm's length transactions (e.g., intra-family sales). If a protected property cannot be sold within the agreed upon, designated time period, Dane County will purchase the listed property for its fair market value (appraised as if the property were not located in the vicinity of the Rodefild Landfill). This description serves merely as a summary of the property value protection program, details concerning property value guarantees are provided in the Negotiated Agreement (see Article VI, Section D; copies of this section available upon request).

This provision protects eligible residential property owners, who elect to participate, against financial loss in the event of sale due to proximity to County landfill operations. The Negotiated Agreement provides owners with several options and addresses several different circumstances not detailed here. Notice of intent to sell and an actual sale (or demonstrated inability to sell) are prerequisites to property value guarantee compensation. Eligible property owners must comply with the conditions provided in the Negotiated Agreement to obtain property value protection.

The Negotiated Agreement is the primary source to determine rights and responsibilities related to the Rodefild Landfill residential property compensation program. Inquiries concerning this program should initially be addressed to Dane County Public Works and may subsequently be referred to another county department.

ENV:813a/njh:dss

ATTACHMENT D

WDNR DESIGNATED WELLS TO BE MONITORED

RODEFELD

CROSSROADS TAVERN

PITCHER

MATHEWS

SAMUEL GUNLACH

HAAS

COUNTRY CORNER TAVERN

HOPE CHURCH

LEONHARDT

GOLF COURSE

HOPE PARK

ATTACHMENT F
WELL PROTECTION

GOLF COURSE WELLS

TOWN OF BLOOMING GROVE WELL

SUTER, 3317 Femrite

R. GUNDLACH

S. GUNDLACH, 3210 Femrite

LEONHARDT, 3196 Femrite

ABELA, 3737 Brandt

HAAS, 3725 CTH AB

HOPE CHURCH, 3702 CTH AB

RODEFELD, 3666 CTH AB

MATHEWS, 3646 CTH AB

PITCHER, 3624 CTH AB

HLAVAC, 3087 Luds Lane

ROLAND FOREYT, 3010 Hope Rd.

RONALD FOREYT, 3002 Hope Rd.

MEILLER, 2980 Hope Rd.

MARKIELEWSKI, 2976 Hope Rd.

HUIBREGTSE, 2968 Hope Rd.

EFFERDING AND STONE, 2944 Hope Rd.

FRED WITTE AND SONS (2963 & 2924 HOPE RD.)

PHIL WITTE, 3701 South Hope Rd.

HORSTMAYER, 3599 South Hope Rd.

BUSS, 3577 South Hope Rd.

ATTACHMENT G

ENFORCEMENT SYSTEM PENALTIES

The City of Madison Director of Public Works or mayoral designee shall be empowered to impose civil forfeitures against Dane County pursuant to this Agreement when substantiated complaints are established involving violations under this Agreement relating to landfill odor impacts to the surrounding neighborhood, blowing landfill litter leaving the site and impacting the neighborhood, and, mud tracking from the landfill onto adjacent public roadways. Dane County Public Works shall be given verbal and written notice to remedy specific situations and a reasonable amount of time to correct nuisance impacts prior to imposition of monetary penalties.

Dane County Public Works shall maintain a special account solely designated to cover potential civil forfeitures assessed under this contractual enforcement system. During the active site life of this solid waste facility until final closure, a balance of \$10,000.00 shall be kept in this account. From completion of final closure until termination of use of the active gas combustor system, a balance of \$5,000.00 shall be kept in this account.

Dane County shall be subject to a civil forfeiture of not less than twenty-five dollars (\$25.00), nor more than five-hundred dollars (\$500.00) for each verified violation of a nuisance impact relating to landfill mud tracking onto adjacent public roadways pursuant to the review process provided in Article IV of this Agreement. Dane County shall be subject to a civil forfeiture of not less than twenty-five dollars (\$25.00), nor more than two-hundred dollars (\$200.00) for each verified violation of nuisance impacts relating to landfill odor or blowing litter controlled under Article IV of this Agreement. Each day a violation established by substantiated complaint is permitted to exist, when Dane County Public Works is on notice and has failed to cure the violation in a timely manner, shall constitute a separate offense for purposes of assessing civil forfeitures. Third and subsequent violations within any given one-year period involving the same basic type of nuisance impact (i.e., odor, litter, or, mud tracking) shall be subject to a civil forfeiture on a daily basis of not less than fifty dollars (\$50.00).

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