

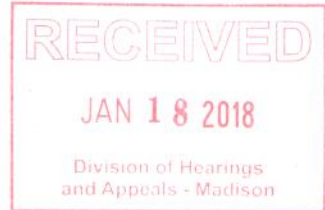


Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls WI 53051-3140
Telephone: (262) 532-4200

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

January 16, 2018

Mr. Brian Hayes
Executive Director
Waste Facility Siting Board
5005 University Avenue, Suite 201
Madison, WI 53705



Re: Orchard Ridge Landfill Eastern Expansion Agreement

Dear Mr. Hayes:

Enclosed for your file is a certified copy of the Orchard Ridge Landfill Eastern Expansion Agreement between Waste Management of Wisconsin, Inc., the Orchard Ridge Landfill Local Siting Committee, the Village of Menomonee Falls, and Waukesha County.

Please let us know if you require anything further.

Very truly yours,

VILLAGE OF MENOMONEE FALLS

Mark Fitzgerald
Village Manager

MF:jb

Enclosure



Village of Menomonee Falls

W156 N8480 Pilgrim Road

Menomonee Falls WI 53051-3140

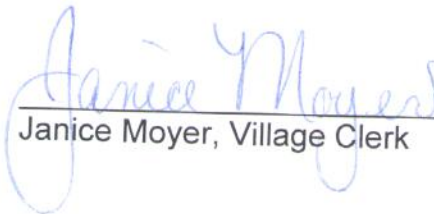
Telephone: (262) 532-4200

State of Wisconsin)
) ss.
Village of Menomonee Falls)

I, Janice Moyer, Village Clerk for the Village of Menomonee Falls, do hereby certify that the attached document, **Orchard Ridge Landfill Eastern Expansion Agreement**, is a true and correct copy of the Agreement approved by the Village of Menomonee Falls Board of Trustees on September 18, 2017.

In Witness Whereof, I have affixed my name as Village Clerk and have caused the official seal of the Village of Menomonee Falls to be affixed, on this 16th day of January, 2018.




Janice Moyer, Village Clerk

**ORCHARD RIDGE LANDFILL
EASTERN EXPANSION AGREEMENT**

Operator:

WASTE MANAGEMENT OF WISCONSIN, INC.

Affected Municipalities:

**VILLAGE OF MENOMONEE FALLS
WAUKESHA COUNTY**

September 2017

**NEGOTIATED AGREEMENT FOR THE
EASTERN EXPANSION OF THE
ORCHARD RIDGE LANDFILL**

This negotiated agreement ("Agreement") is entered into this 18th day of September, 2017 (the "Date of this Agreement"), by and between Waste Management of Wisconsin, Inc., a Wisconsin corporation ("Operator"), the Orchard Ridge Landfill Local Siting Committee for Eastern Expansion ("Local Committee") and the Village of Menomonee Falls, a Wisconsin municipal corporation located in Waukesha County (the "Village"), and Waukesha County, a Wisconsin municipal corporation ("Waukesha County"), if it elects to enter into this Eastern Expansion Agreement (collectively, the "Parties").

WHEREAS, the Operator owns and operates the Orchard Ridge Recycling and Disposal Facility located at W124 N9355 Boundary Road, Menomonee Falls, WI (the "Orchard Ridge Landfill"); and

WHEREAS, the operation of the Orchard Ridge Landfill is subject to a negotiated agreement dated February 6, 2004 ("Southern Expansion Agreement") between the Operator, the Village and Waukesha County; and

WHEREAS, the Southern Expansion Agreement was amended for purposes of a horizontal and a vertical expansion of the Orchard Ridge Landfill in 2008 (collectively, "2008 Amendments"); and

WHEREAS, on May 4, 2011, the Operator informed the Village and Waukesha County of its intent to expand the Orchard Ridge Landfill and requested a list of applicable local approvals pursuant to § 289.22 of the Wisconsin Statutes; and

WHEREAS, the area for which the Operator intends to expand the Orchard Ridge Landfill is identified on Exhibit A (the "Eastern Expansion"); and

WHEREAS, both the Village and Waukesha County timely adopted and filed siting resolutions with the Waste Facility Siting Board stating an intent to negotiate with the Operator concerning the requested expansion; and

WHEREAS, the Village appointed four members to the Local Committee and Waukesha County appointed two members to the Local Committee; and

WHEREAS, the Waste Facility Siting Board approved the commencement of negotiations between the Local Committee and the Operator on June 15, 2011; and

WHEREAS, the Local Committee negotiated with the Operator and reached a negotiated agreement with the Operator on subjects of concern related to the Eastern Expansion; and

WHEREAS, the Local Committee has determined that the issues of concern regarding the Operator's construction and operation of the Eastern Expansion can be addressed by further amending the Southern Expansion Agreement as set out in this Agreement.

NOW THEREFORE, based on the above, the Parties agree as follows:

I. DEFINITIONS

The definitions for terms used in this Agreement are set forth in Section 4.0 of the Southern Expansion Agreement in addition to as follow:

- a. Affected Municipalities means the Village of Menomonee Falls and Waukesha County.
- b. Boundary Road Landfill means the closed landfill site formerly known as the Lauer I Landfill located on approximately 58 acres within the Eastern Expansion.
- c. Effective Date of this Agreement shall be the date as of which this Agreement has been signed by the Village, Waukesha County and the Operator and approved by the Waste Facility Siting Board.
- d. Design Capacity means the in-place volume, in cubic yards, of the Solid Waste (including all Daily Cover) as described and approved by the Department.
- e. Eastern Expansion means that portion of the Orchard Ridge Landfill described in Exhibit A. Both the Boundary Road Landfill and the Initial Fill Area are located entirely within the Eastern Expansion.
- f. Host Payment(s) means the monthly Tonnage Based Payment set forth in Section 11.1 of the Southern Expansion Agreement.
- g. Initial Fill Area means the area within the Eastern Expansion for which the Operator is in the process of obtaining approval from the Department to begin filling.
- h. Local Committee means the Orchard Ridge Landfill Local Siting Committee for Eastern Expansion created under § 289.33 of the Wisconsin Statutes.
- i. Southern Expansion Agreement means the 2004 Orchard Ridge Landfill Agreement for the Southern Expansion executed by the Village and Operator on February 6, 2004 and Waukesha County on March 17, 2004.
- j. Tonnage Based Payment means the per ton payment set forth in Section 11.1 of the Southern Expansion Agreement.

II. APPLICATION

This Agreement applies to Operator's construction and operation of the Landfill anywhere within the Eastern Expansion, and to any other activities or facilities necessary to operate the Landfill in the Eastern Expansion.

III. EXISTING AGREEMENTS

The Eastern Expansion is deemed to be an expansion of an existing facility subject to negotiation under Wis. Stat. § 289.33(9). In addition to this Agreement, the construction and operation of the Landfill in the Eastern Expansion shall be subject to all terms of the Southern Expansion Agreement, as amended by the 2008 Amendments, including the Waiver of Local Approvals in Section 14.0. The Operator shall continue to comply with all terms and conditions of the Southern Expansion Agreement until Final Closure of the Orchard Ridge Landfill, unless

specifically modified by this Agreement. The benefits of the Southern Expansion Agreement shall continue to inure to the benefit of Menomonee Falls and Waukesha County.

IV. LANDFILL OPERATIONS

The Operator shall comply with all provisions set forth in Section 5.0 of the Southern Expansion Agreement in addition to the provisions of this section.

a. Estimated Waste Quantities

The estimated design capacity of the entire Eastern Expansion, including the area of the Boundary Road Landfill and the Initial Fill Area, is 15.2 million cubic yards. The Initial Fill Area is proposed to average 19,230 tons per week, which is the equivalent of 19,230 cubic yards of in-place Solid Waste per week. The design capacity for the Initial Fill Area is estimated to be 5.5 million cubic yards, which equates to approximately 1.0 million tons per year for 5.5 years. The remainder of the Eastern Expansion (Boundary Road Landfill Expansion) is proposed to average 19,230 tons per week, which equates to approximately 1.0 million tons per year for 9.7 years. The Parties understand that these quantities could be affected by changes to market conditions in the future outside the control of the Operator.

b. Vector Control

In addition to the provisions set forth in Section 5.4 of the Southern Expansion Agreement, the Operator agrees to enter into and keep in force the Cooperative Service Agreement that is attached as Exhibit B with the United States Department of Agriculture's Animal and Plant Health Inspection Services and Wildlife Services ("APHIS-WS") for the management of gulls to reduce human health and safety concerns at the Orchard Ridge Landfill. The Operator shall provide to the Village copies of the reports created by the APHIS-WS pursuant to the terms of the proposed work plan contained on pages 7-8 of the Cooperative Service Agreement and Section VI of this Agreement below. The cost of the Cooperative Service Agreement shall be paid by the Operator without reimbursement of any kind from the Village. Prior to unilateral termination or nonrenewal of the Cooperative Service Agreement, the Operator must show to the Village that the program has not been effective at managing the gulls. This shall require a written report to the Village Manager at least ninety (90) days prior to termination or nonrenewal. The report shall include a description by the Operator of how the Operator intends to manage the gulls in the absence of the Cooperative Service Agreement.

c. Odor Control

In addition to the provisions set forth in Section 5.8 of the Southern Expansion Agreement, the Operator shall upon receiving any high odor loads, as determined by the Operator, bury the odorous materials immediately with at least six inches of Daily Cover.

d. Landscape Plan

During the negotiation of this Agreement, the Operator installed landscaping at the request of the Local Committee to visually screen the Orchard Ridge Facility from the West and South. The landscaping consisted of planting trees in accordance with the conceptual plan attached as Exhibit C. The Operator shall be responsible for the

maintenance of the new plantings and shall replace any of the plantings that may fail within the first year of planting.

e. Landfill Gas Emissions

The Operator shall monitor any gas emissions generated by the Landfill pursuant to the regulations contained within Wis. Admin. Code Ch. NR 507 and any other Department regulations, policies or procedures related to landfill gas emissions. The Operator shall comply with any reporting requirements required by the Department as it relates to landfill gas emissions and provide copies of reports to the Village pursuant to Section VI of this Agreement below.

V. EXCAVATION OF THE BOUNDARY ROAD LANDFILL

The Operator proposes to excavate the Boundary Road Landfill in order to maximize the capacity of the Eastern Expansion. The Operator shall bear all costs related to the excavation process. In addition to the regulations and approvals imposed or required by the Department, the Operator shall comply with the terms of this Section V.

a. Notice to the Village

The Operator shall keep the Village notified of its intention to excavate the Boundary Road Landfill by providing copies of any applications or reports the Operator submits to the Department regarding the excavation of the Boundary Road Landfill. This includes, but is not limited to, written requests for an initial site inspection, initial site reports, pre-feasibility reports, feasibility reports, environmental impact statements, plan of operation reports, and any other report or document required by the Department.

b. Odor Mitigation Plan

To mitigate the odor impacts of the excavation, the Operator shall work with the Village to design an Odor Mitigation Plan ("OMP"). The OMP shall describe the odor impacts of the excavation in terms of potential aggravating and mitigating circumstances. The OMP shall include a timeline of the excavation process that is specifically designed to mitigate odor. During the design of the OMP, the Operator shall investigate and report to the Village what constitutes state-of-the-art odor suppression methods. The OMP shall include a section on odor suppression methods the Operator intends to utilize during the excavation of the Boundary Road Landfill.

c. Odor Suppression Devices

The Operator shall be required to keep odor suppression devices on hand during the excavation process pursuant to the OMP.

d. Odor Event

In the event that the excavation process creates odor that impacts the quality of life of the surrounding community for more than any one 24 hour period ("Odor Event"), the Village may order the Operator to temporarily halt the excavation and eliminate the odor. The Village shall provide notice to the Operator pursuant to Section 18.3 of the Southern Expansion Agreement. Upon receiving notice that an Odor Event is occurring, the Operator shall be required to halt the excavation and utilize odor suppression devices

to eliminate the odor. The Operator shall not begin excavation again without written approval by the Village, which shall not be unreasonably withheld.

e. Host Payments

Any excavated materials from the Boundary Road Landfill that is ultimately filled into the Initial Fill Area or any other part of the Eastern Expansion shall not be subject to Host Payments. The Operator shall provide an accounting of the materials excavated from the Boundary Road Landfill upon request by the Affected Municipalities.

f. Impact of Excavation on Landfill Operations

The excavation of the Boundary Road Landfill shall not have the impact of reducing the yearly tonnage amounts below the estimated quantities set forth in paragraph (a) of this Section IV above.

VI. REPORTS TO THE AFFECTED MUNICIPALITIES

From the date of this Agreement and extending forty (40) years after Final Closure, the Operator, at its cost, shall provide the Affected Municipalities, within seven (7) days of the end of each quarter within the calendar year, copies of all written reports and correspondence provided by the Operator to the Department and from the Department to the Operator, provided that the documents are related to the Orchard Ridge Landfill. This shall include, but is not limited to, all applications, letters, court documents, reports, testing data, recording data, and monitoring data received by the Operator from the Department and provided by the Operator to the Department. The documents shall be provided in accordance with Section 18.3 of the Southern Expansion Agreement.

VII. PAYMENTS TO THE AFFECTED MUNICIPALITIES

The Operator shall continue to pay a Host Payment for Solid Waste Disposal at the Solid Waste Facility pursuant to the terms of Section 11.1 of the Southern Expansion Agreement except as set forth in this Section VII and in paragraph (e) of Section V of this Agreement.

a. Annual Escalator

Beginning on the first anniversary date of the Southern Expansion Agreement after the Operator begins to Dispose of Solid Waste in the Eastern Expansion, and continuing annually thereafter, the Tonnage Based Payment shall be increased by exactly 3% per annum.

b. Host Payment Split

Conditioned on the prior approval of this Agreement by the Waukesha County Board of Supervisors, and beginning on date the Operator begins to Dispose of Solid Waste in the Eastern Expansion, the Tonnage Based Payment shall be paid 90% to the Village and 10% to Waukesha County, directly by the Operator to each.

VIII. COUNTY LINE ROAD CONSTRUCTION PROJECT

The Operator shall remove the cross culvert beneath County Line Road. During the negotiation of this Agreement, the Operator obtained a Village Right-of-Way Permit for the work detailed in the Project Narrative attached as Exhibit D. The Operator shall pay all costs to

complete the work to remove the cross culvert and shall complete the project by December 31, 2017. The construction costs shall not be reimbursed by the Village in any way.

IX. POST-CLOSURE

The Operator, upon the date of Final Closure of the Eastern Expansion, shall comply with Section 8.0 of the Southern Expansion Agreement and the post-closure plan approved by the Department. In addition, the Operator shall cease transportation of Solid Waste to the Eastern Expansion and shall not conduct any waste disposal, storage or treatment operations at the Orchard Ridge Landfill.

X. OPERATION OF AGREEMENT

a. Amendments

This Agreement may be amended by approval of any proposed amendment by the Operator and the Affected Municipalities as the appropriate governing body under Wis. Stat. §289.33 after submission to the Local Committee, reconstituted and reappointed if necessary due to the passage of time or other cause.

b. Enforcement

The provisions of this Agreement may be enforced pursuant to section 5.16 and 5.17 of the Southern Expansion Agreement.

c. Waiver

Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by a party of the same term or any other term or condition of this agreement.

d. Severability

In the event any provisions of this Agreement shall, for any reason, be deemed invalid or unenforceable, the parties shall negotiate in good faith and agree to such amendments to this Agreement or other such appropriate action as shall give effect to the intentions of the parties as reflected herein.

e. Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

f. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin.

g. Venue

Any action, suit or proceeding arising out of this Agreement shall be brought in Waukesha County Circuit Court.

h. Binding Effect

This Agreement binds the Affected Municipalities, the Operator, their respective legal heirs, representatives, successors, and assigns.

END TERMS OF THIS AGREEMENT
SIGNATURE PAGE TO FOLLOW NEXT PAGE
THE UNDERSIGNED HEREBY AGREE TO THE TERMS OF THIS AGREEMENT

LOCAL COMMITTEE

Date: November 14, 2017

Name

M. A.

Date: November 14, 2017

Name

Mary Stank

Date: November 14, 2017

Name

Mark Fitzgerald

Date: 11/17/17

Name

Henry Luginbuhl

Date: 11/17/17

Name

Paul K. Mader

WASTE MANAGEMENT OF WISCONSIN, INC.

Date: 1-11-18

Name

Therese Beaulieu

VILLAGE OF MENOMONEE FALLS

Date: 11/20/17

Name

J. A.

Attest:

Janice Moyer

WAUKESHA COUNTY

Date: 11/17/17

Name

Paul J. M.

Attest:

Kathleen M. Mader

EXHIBIT A



EXHIBIT B

17-7255-5330-RA

17XX/AP.RA.RX55.72.2902

COOPERATIVE SERVICE AGREEMENT
between
WASTE MANAGEMENT (WM)
ORCHARD RIDGE RDF
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to facilitate APHIS-WS providing WM with management of gulls to reduce human health and safety concerns at the landfill and adjacent landowners in Menomonee Falls, Wisconsin.

ARTICLE 2

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and WM mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

WM:

Steve Meyer
Senior District Manager
Southeast Wisconsin Landfills & Transfer Stations
Waste Management
W124 N9355 Boundary Road
Menomonee Falls, WI 53051
262-509-5629

APHIS-WS:

Daniel L. Hirschert
State Director

USDA, APHIS, Wildlife Services
732 Lois Drive
Sun Prairie, WI 53590
(608) 837-2727
(608) 837-6754 (fax)

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the WM director or his/her designee, the State Director (WS) and District Supervisor, or their designee, and/or those additional persons authorized and approved by WM and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

WM agrees:

1. To authorize APHIS-WS to conduct activities for the completion of the requested bird management project. These activities are defined in detail in the attached Work Plan. APHIS-WS will be considered an invitee on the lands controlled by WM. WM will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse up to \$68,992 as specified in the attached Financial Plan (Attachment B) upon completion of this Cooperative Service Agreement for services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and WM shall have the right to inspect and audit such records. WM ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the WM authorized individual whose responsibility shall be the coordination and administration of WM activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. All equipment purchased for the program is and will remain the property of APHIS-WS. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. Scary Man devices purchased under this agreement will remain the property of WM.

6. To coordinate with APHIS-WS before responding to all media requests related to the project.
7. If required, to provide APHIS-WS personnel with badges/identification for travel in restricted areas.
8. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
9. Obtain all necessary Federal and State permits for take of migratory birds and list APHIS-WS personnel as designees. APHIS-WS will assist WM with the permit process.

ARTICLE 5

APHIS-WS Agrees:

1. To conduct activities at WM as described in the attached Work Plan and Financial Plan, and to provide all resources necessary for accomplishment of the program (except those items WM agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.
2. Designate to WM the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To make all local law enforcement and Department of Natural Resources contacts as to planned activities for the project.
4. To consult with WM prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to WM or the services performed under this Agreement. APHIS-WS shall not issue any such release, advertisement, or literature without the express prior written approval of the WM Site Manager or his/her designee.
5. WM shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so

appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

WM certifies that APHIS-WS has advised the WM that there may be private sector service providers available to provide wildlife management services that the WM is seeking from APHIS-WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. The length of notice for unilateral termination may be longer

or shorter if necessary. Further, in the event WM does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

WM Taxpayer Identification Number (TIN): 39-0967466

WM:

BY: Steve Meyer 5-30-17
Steve Meyer
Senior District Manager
W124 N9355 Boundary Road
Menomonee Falls, Wisconsin 53051
262-509-5629
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

APHIS-WS Taxpayer Identification Number (TIN): 41-0696271

BY: DANIEL HIRCHERT 05/31/2017
Digitally signed by DANIEL HIRCHERT
DN: cn=US, o=U.S. Government, ou=Department
of Agriculture, cn=DANIEL HIRCHERT,
0.9.2342.19200300.100.1.1=17001000204398
Date: 2017.05.31 15:03:36 -0500
Daniel L. Hirschert, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590
Date

BY: Janet Bucknall 6/5/17
Janet Bucknall
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606
Date

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA), Wildlife Services (WS) program has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Ring-billed, Herring Gulls, and European Starlings pose unacceptable negative impacts to human health and safety on WM properties (Landfill) and adjacent properties due to gulls and starlings causing the potential for disease transmission and distributing waste off landfill property. Feeding and loafing gulls and starlings can transport landfill waste off property increasing maintenance costs and public sentiment towards the landfill. In addition, the landfill is required to adhere to DNR regulations and waste taken off site may involve the landfill in litigation and/or fines. Gulls also loaf on properties adjacent to the landfill where they defecate on property, buildings, and vehicles causing human health and safety concerns and negative public relations for the landfill.

Results or Benefits Expected

APHIS-WS will provide the WM with a gull management program at their Orchard Ridge RDF site in Menomonee Falls, WI year round. There will be periods of time where WS presence may not necessary (gull nesting season – May-July) or limited presence may be needed. If longer time periods or additional visits are requested, the Financial Plan of this agreement may need to be amended. Results should be realized immediately based on experiences at other landfills in WI. WM understands that APHIS-WS will do everything possible to keep gulls off the landfill; however, it is likely that gulls will continue to use the site when management actions are not being employed. Additionally, WM understands that harassed gulls may use properties adjacent to or in close proximity to the landfill, resulting in complaints from those property owners/managers. APHIS-WS will employ harassment

techniques to those property owners/managers with consultation with, and approval from, the WM Site Manager.

APHIS-WS may provide WM with a starling management program at the Landfill as needed when starlings congregate in larger numbers. Results may not be realized immediately, but will be reduced over time.

Planned USDA, APHIS, Wildlife Services Activities

APHIS-WS will harass gulls with pyrotechnics, propane cannons, vehicles, and other harassment devices for approximately eight hours per visit five days per week to prevent gulls using the landfill. From mid-May – mid-July, APHIS-WS will reduce harassment efforts as needed due to a reduction of gull use of the landfill during the nesting season. Lethal actions may also be used to reinforce harassment methods and also if harassment methods become less successful. Lethal removal will occur under authority of a USFWS Depredation permit issued to WM. APHIS-WS will dispose of gulls in accordance with federal requirements. APHIS-WS will comply with all necessary recordkeeping requirements, including compliance with the National Environmental Policy Act. APHIS-WS will coordinate gull management with the Site Manager or their designee. Dates of gull management will occur from May 1, 2017 – April 30, 2018, or as agreed.

Starlings may be managed year-round with the aid of a live-capture trap placed on site. Starlings captured in the live trap will be euthanized humanly according to the American Veterinary Medical Association guidelines for humane field euthanasia and will not be relocated elsewhere. If approved by WM, starlings may be managed during the winter months with a lethal pesticide application using Compound DRC-1339 (EPA #56228-30) to remove starlings roosting and feeding at the landfill. Bait will be supplied by APHIS-WS for application to habituate starlings to the feed (enticement). Once starlings are consuming the bait on a regular basis, APHIS-WS will pre-bait the day prior to the pesticide application, and will apply the pesticide-treated bait according to label instructions. The pesticide-treated bait will only be applied for a one (1) day period and all remaining pesticide-treated bait will be removed on the same day of application. APHIS-WS will return the day immediately following treatment to remove any dead birds on site and in close proximity to the application site. Dates of starling management may occur year-round from May 1, 2017 – April 30, 2018, or as agreed.

Reports

APHIS-WS will prepare a final report which will include a summary of weekly/monthly gull management activities conducted under this Cooperative Service Agreement. Starling removal data will be provided as needed or requested.

Effective Dates

The cooperative agreement shall be effective from May 1, 2017 – April 30, 2018. These dates reflect the date's management will take place.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$29,460
Supplies	\$18,300
Vehicle Use	\$ 6,500
Subtotal (Direct Costs)	\$54,260
Pooled Job Costs	\$ 5,969
Indirect Costs	\$ 8,763
TOTAL	\$68,992

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$68,992.

Financial Point of Contact

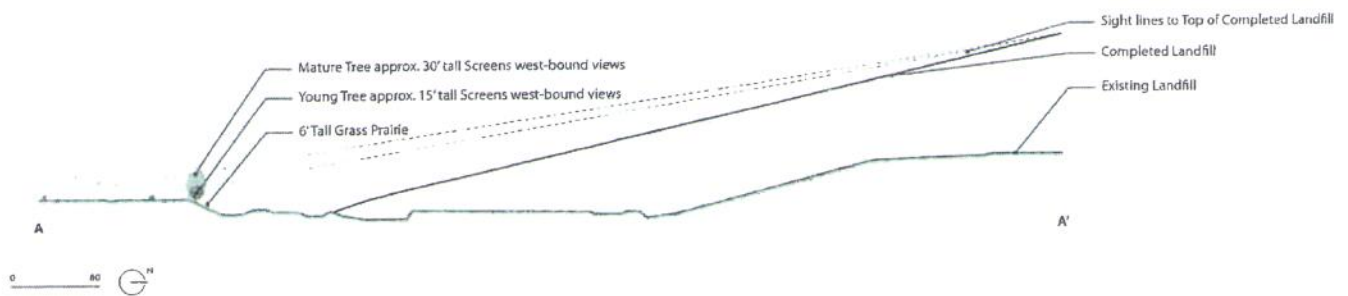
WM:

Steve Meyer, Site Manager	(262) 509-5629
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APHIS, WS:

Donna Evans, Budget Analyst	(608) 837-2727
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EXHIBIT C



Recommended Tree Species

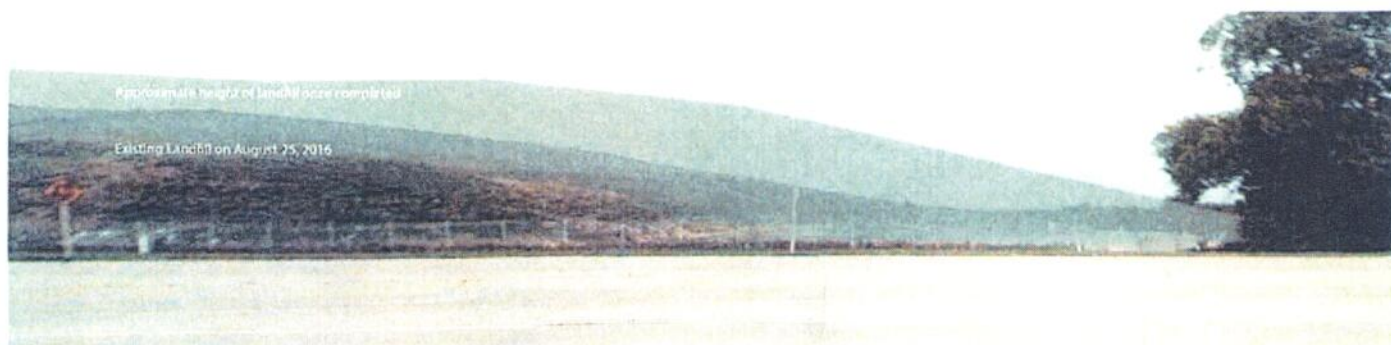
Botanical Name	Common Name	Mature Size (Ft)	Moisture Conditions
<i>Celtis occidentalis</i>	Common Hackberry	40-60	Wet to medium
<i>Juniperus virginiana</i>	Eastern Red Cedar	30-65	Dry
<i>Populus tremuloides</i>	Quaking Aspen	20-50	Dry
<i>Quercus bicolor</i>	Swamp White Oak	50-60	Wet to medium
<i>Quercus rubra</i>	Red Oak	50-75	Dry to medium
<i>Salix interior</i>	Sandbar Willow	8-20	Wet
<i>Salix nigra</i>	Black Willow	30-60	Wet

Recommended Tall Grass Prairie Species

Botanical Name	Common Name	Mature Size (Ft)	Moisture Conditions
<i>Andropogon gerardii</i>	Big Bluestem	8	Medium to dry
<i>Elymus canadensis</i>	Canada Wildrye	5	Medium to dry
<i>Panicum virgatum</i>	Switchgrass	6	Wet to medium
<i>Pascopyrum smithii</i>	Western Wheatgrass	3	Wet to medium
<i>Ratibida pinnata</i>	Prairie coneflower	5	Medium to dry
<i>Rudbeckia hirta</i>	Black-eyed Susan	3	Medium to dry
<i>Sorghastrum nutans</i>	Indiangrass	5-8	Medium to dry
<i>Spartina pectinata</i>	Prairie cordgrass	4-7	Wet to medium

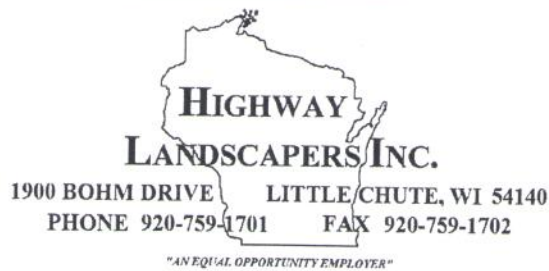
ORCHARD RIDGE LANDFILL VISUAL SCREENING - TYPICAL CROSS SECTION

Existing & Proposed Conditions: Looking East from Hwy 145



ORCHARD RIDGE LANDFILL VISUAL SCREENING - CONCEPTUAL RENDERING

EXHIBIT D



WASTE MANAGEMENT CTH Q CULVERT REMOVAL PROJECT NARRATIVE

This project has grading, paving and landscaping in a central location. Location is .5 of a mile east of CTH 145 and .5 of a mile west of 124th St/ Wausaukee Rd.

Traffic Control

Traffic Control will consist of detour route from CTH Q/CTH 145 routing traffic south to HWY 100 east to 124th St north to CTH Q east.

Road closure will be completed with **2 Type III barricades with ROAD CLOSED Local Traffic Only** as a soft closure at **CTH 145/CTH Q east**. Further into the project .25 of a mile **3 Type III Barricades with ROAD CLOSED** will close the construction area off to any traffic.

At **Wausaukee Rd/ CTH Q** 100' west of the RR Tacks **2 Type III barricades with ROAD CLOSED AHEAD** and further into the project .25 of a mile **3 Type III Barricades with ROAD CLOSED** will close the construction area off to any traffic.

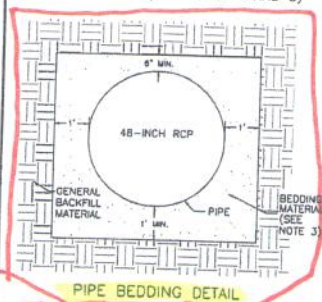
Grading Operations

Remove 50' of asphalt from roadway located above the existing drive through culvert. Cut top span of culvert to and remove. Install a 48" RCP the full length of the slope intercepts (150 LF) on 1' bedding material on top of the bottom of the existing culvert. Back fill with mechanically compacted clay material supplied onsite by the landfill.

Reconstruct roadway with 12" of 1 1/4" crushed aggregate gravel compacted in place, pave with 6" bituminous concrete.

Restore slopes with topsoil, seed, fertilizer and e-mat.

ADD GRAVEL
TURNAROUND
(SEE NOTES 4 AND 5)



48" RCP CULVERT (SEE DETAIL AND NOTE 2)
L = 150 FT. S = 2.0%
N INV. ELEV. = 768.0'
S INV. ELEV. = 765.0'
WITH RCP APRON ENDWALL AND
GALVANIZED TRASH GUARD

**To Be Done By
Highway Landscapers**

ABANDON EXISTING 24" RCP
CULVERT USING GROUT
(NOTE - CULVERT IS CMP ON SOUTH END)
(SEE NOTE 1)

REMOVE APPROXIMATELY 40 FEET OF
EXISTING 36" RCP STORM SEWER.
ADD 36" RCP ENDWALL SECTION AND
GALVANIZED TRASH GUARD.

REMOVE
GRAVEL DRIVE
(SEE NOTE 6)

LEGEND
----- EXISTING STORM SEWER PIPE
----- PROPOSED STORM SEWER PIPE

SCALE: 1" = 40'

- NOTES:
1. PIPE TO BE ABANDONED IN PLACE IN ACCORDANCE WITH WISDOT SPECIFICATION SECTION 204.3.3 AND BY FILLING THE PIPE WITH LOW-STRENGTH CONCRETE OR GROUT.
 2. REINFORCED CONCRETE PIPE (RCP) AND END WALL SECTIONS WILL BE MINIMUM OF CLASS III AND MEET THE WISDOT SPECIFICATIONS SECTIONS 520 AND 522.
 3. PIPE BEDDING WILL MEET THE FOLLOWING GRADATION REQUIREMENTS:
SIEVE SIZE % PASSING BY WEIGHT
No. 100 2-10
3/8 INCH 100
2-10 100
COMPACT PIPE BEDDING TO MINIMUM OF 90% OF MODIFIED PROCTOR (ASTM D1557). GRAVEL FOR ACCESS ROAD WILL MEET THE REQUIREMENTS OF WISDOT SPECIFICATION SECTION 520 AND 522.
 4. PLACE GEOTEXTILE BELOW GRAVEL FOR TURN AROUND. GEOTEXTILE WILL MEET THE REQUIREMENTS OF WISDOT SPECIFICATION 645, TYPE B-1, NONWOVEN, 10-22 FABRIC.
 5. IN AREAS WHERE THE EXISTING GRAVEL DRIVE IS REMOVED, PLACE 8 INCHES OF TOPSOIL, GRASS SEED, FERTILIZER, AND MULCH.
 7. TO BE PERFORMED BY OTHERS:
7.1. BACKFILLING OF UNDERPASS, SELECTION OF BACKFILL MATERIAL, PLACEMENT AND COMPACTION OF BACKFILL MATERIAL.
7.2. SILT FENCE SELECTION, LOCATION AND INSTALLATION.

PROJECT NO. 2021006.25
DRAWN BY: HRO
CHECKED BY: LAB
REVISIONS: 08/28/17
APPROVED BY: [Signature]

SCS ENGINEERS
2630 DARRY DRIVE WISCONSIN 53178-8751
PHONE: (800) 224-2630

WASTE MANAGEMENT

WASTE MANAGEMENT OF WISCONSIN

OMEGA HILLS LANDFILL
GERMANTOWN, WISCONSIN

PROPOSED IMPROVEMENTS
COUNTY LINE ROAD UNDERPASS

FIGURE
1