

Monroe County

Solid Waste Management Dept.

20448 Junco Road
Norwalk, WI 54648
(608) 269-8783

NOTICE OF MEETING

COMMITTEE: SOLID WASTE MANAGEMENT
DATE: MONDAY, DECEMBER 17, 2012
TIME: 8:30 A.M.
PLACE: SOLID WASTE ADMINISTRATION BUILDING
20448 JUNCO ROAD, NORWALK, WI 54648

SUBJECT MATTER TO BE CONSIDERED

1. PERIOD OF PUBLIC COMMENT
2. MINUTES OF LAST MEETING
3. CURRENT BILLS, INTER DEPARTMENTAL TRANSFERS & VOUCHERS
4. DEPARTMENTAL OPERATIONS
 - a) Financial & Waste Volume Reports
 - b) Report on, Landfill Compaction and Daily Cover
 - c) Discussion & Action, Land Purchase Negotiation
 - d) Discussion & Action, Posting Landfill Property
 - e) 9: 00 a.m.- Bid Opening & Award- Cropland Rental
 - f) Discussion & Action, Intergovernmental Solid Waste Disposal Agreement/Resolution
5. LANDFILL OPERATIONS
 - a) General Activities / Leachate Report
6. RECYCLING PROGRAM
 - a) Transfer Facility Operation
 - b) Discussion & Action, WIRMC Conference
7. MANAGERS REPORT
8. PERIOD OF PUBLIC COMMENT
9. ADJOURNMENT

Date Notice Mailed: December 10, 2012

Carol Las
Committee Chair

PLEASE NOTE: A quorum of the Monroe County Board or other committees may be present at this meeting. No business of the County Board or other committees will be conducted at this meeting, only the business noted above.

Resolution _____
INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT
For Adams, Juneau and Monroe Counties

WHEREAS, the Counties believe that, by working together in this Intergovernmental Solid Waste Disposal Agreement, they can more effectively and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, despite the Agreement to work together for the common good of all three (3) Counties, the Counties are not merging their solid waste disposal drop off sites and transferring facilities at this time; rather, each of the Counties retains autonomy in the ownership of its assets and in the negotiations of its contracts with customers; and

WHEREAS, the counties expect their cooperative efforts to generate savings and income which will benefit the respective Counties; and

WHEREAS, the Monroe County Solid Waste Committee must approve any out of county waste before it is accepted and will only accept the waste types and amounts deemed to be in the best interest of Monroe County; and

WHEREAS, approval of this Agreement is necessary to allow the three (3) Counties to begin working on a coordinated multi-county plan for solid waste disposal;

NOW, THEREFORE BE IT RESOLVED, that the Monroe County Board of Supervisors adopt this resolution approving the attached agreement and authorize their respective officers to execute this Agreement on the behalf of Monroe County.

Authored by: Gail Frie, Monroe County Solid Waste Manager

Fiscal Note = 0

Solid Waste Committee Vote = Yes _____ No _____

Submitted by the Monroe County Solid Waste Management Committee

INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT

For Adams, Juneau and Monroe Counties

THIS AGREEMENT, made and entered into as of the Effective Date as set forth below, by and between Adams County, a Wisconsin municipal corporation, (hereinafter referred to as "Adams"); Juneau County, a Wisconsin municipal corporation, (hereinafter referred to as "Juneau"); and Monroe County, a Wisconsin municipal corporation, (herein referred to as "Monroe"). The parties, collectively, are referred to as "the Counties".

WHEREAS, the Counties believe that, by working together in this Intergovernmental Solid Waste Disposal Agreement ("this Agreement"), they can more effectively and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, by working together on a coordinated multi-county plan for solid waste disposal and transferring, the Counties can ensure their citizens adequate licensed capacity for solid waste disposal for the next five (5) years; and

WHEREAS, despite the Agreement to work together for the common good of all three (3) Counties, the Counties are not merging their solid waste disposal drop off sites and transferring facilities at this time; rather, each of the Counties retains autonomy in the ownership of its assets and in the negotiations of its contracts with customers; and

WHEREAS, the Counties expect their cooperative efforts to generate savings and income which will benefit the respective Counties.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Counties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each County for itself, the Counties do agree as follows:

1. Cooperative Agreement. The counties agree to work together to implement this plan for the transfer and disposal of Juneau solid waste to the Adams and, or Monroe County Landfills.
2. Lands Subject To This Agreement. The Counties agree to maintain their respective licenses and to obtain and maintain any permits contemplated by this Agreement.
3. Term. At such time as the Counties are prepared to begin transferring and disposing of solid waste from Juneau, the three (3) Counties shall agree upon a date to begin transferring and disposal operations under this Agreement. Counties agree to a five year term of this agreement, provided that it shall automatically renew for a second five year term unless terminated by written notice given by any party not less than ninety (90) days prior to the end of the first term. Any County may terminate its participation in this agreement upon ninety (90) days written notice to the other Counties.

4. Cooperative Landfill. This Cooperative Landfill Plan ("CLP") designates Adams and Monroe as the receiving Counties for the Solid Waste under the control and management of Juneau after the Juneau Landfill is full and closed. The receiving Counties will invoice Juneau monthly at the normal posted Landfill Charges. Drop off site, transfer station and hauling costs will be done by the respective Counties. The receiving Counties agree to back each other up in the case of an emergency that would render one of the landfills unable to accept additional waste for a given period of time.
5. Cost Distribution. Three (3) types of costs have been identified: drop off-transfer station and hauling costs, disposal costs and administration costs. These are more particularly described and allocated in this section.
 - A. Drop Off Site-Transfer Station and Hauling Costs. Each County is responsible for the cost of hauling its waste to the landfill designated in the CLP as the Receiving County for the year of disposal. Each County is also responsible for the costs of establishing, operating and maintaining its drop off site and or transfer station, if it chooses to use a transfer station.
 - B. Disposal Costs. The cost per ton for landfilling solid waste is based on the annual budgeted costs divided by the aggregate tonnage. This cost is set by the county owned landfill independent of this agreement. State or federally imposed surcharges can be passed through directly without mark-up by increasing tipping fees, and accordingly, without further approval of the other Counties.
 - C. CLP Administration Costs. Counties entering into this Agreement will remain responsible for all of their Administration and operational costs, including but not limited to salaries, supplies, utilities, intra-county charges, etc. In addition continuing licensing (and permitting, if applicable) costs shall be borne by the County incurring such costs.
6. Program Monitoring And Adjustments. Semiannual operational meetings shall be held to discuss plan variances, improvements and market conditions. Annual adjustments to the CLP shall be made and agreed to in writing by the respective department heads from each County by August 1 for the following calendar year, prior to submission of the departmental budget to the respective Boards. If unanimous consent cannot be negotiated, the items in dispute will be handled according to the Dispute Resolution section of this Agreement.
7. Tonnage Deviations. To the extent its capacity permits, each Receiving County in a particular year agrees that it will accept up to one hundred five percent (105%) of the solid waste tonnage agreed upon by the three (3) Counties.
8. Year-End Reconciliation. Counties agree to freely share financial and receiving tonnage information and to work together to analyze costs to be assured that landfill disposal costs remain as low as possible for the citizens of the Counties entering into this agreement.

9. Monthly Invoices. Monthly invoices shall be issued by the Receiving County based on actual tonnage delivered and the costs per ton.
10. Special Wastes. For the purposes of this CLP, "special waste" is defined as any waste from a commercial or industrial activity, other than municipal solid waste, construction/demolition waste and paper mill sludge. Special wastes currently being accepted by any of the three Counties are expected to be accepted at the Receiving County provided that proper documentation is submitted (by the County(ies) currently accepting such waste) to the other two Counties within three (3) months of the Effective Date of this Agreement. The other two Counties have the responsibility for obtaining any applicable Wisconsin Department of Natural Resources (WDNR) approval within six (6) months of receiving the proper documentation for any special waste for which the Receiving County is not already approved. If the Receiving County cannot get WDNR approval within such period, the Receiving County shall, within 30 (30) days, notify the potential shipping county that the Receiving County cannot get WDNR approval. The landfilling of special wastes, as defined above, not currently being accepted by one of the Counties, requires the unanimous approval of all three Counties, subject to all applicable WDNR rules, before such waste can be shipped to a Receiving County.
11. Alternate Daily Cover. All three Counties shall work together to maximize the use of alternate daily cover to conserve air space.
12. Capacity Update. Every year by November 1, each County shall submit to the other two (2) Counties an updated, written statement of its remaining licensed capacity.
13. Local Rules. Each County and any third (3rd) party agent of such County shall abide by all applicable laws, regulations, codes and local rules for disposal of solid waste at the Receiving Counties: Each County and any third (3rd) party agent of such County shall abide by the applicable local rules and ordinances relating to the hauling of solid waste in, or through, any one (1) or more of the Counties.
14. No Merger. The assets of each County remain the separate assets of the respective Counties since there is no merger of the Counties' landfills or governing boards. Closure and Long Term Care Funds, as well as contingency and reserve funds, remain the separate assets of the respective Counties. Additional programs not specifically listed in this agreement, including but not limited to household hazardous waste, gas to energy and composting, remain the separate programs of the respective Counties and are not subject to the terms of this Agreement. The liabilities of each County, including but not limited to long term debt, remain separate to the extent permitted by law for separate entities. Each County is responsible for compliance with, and the costs of, its local operating agreement.
15. Indemnification. Each County agrees at all times during the term of this Agreement (as well as during any renewed or extended term) to indemnify, save harmless and defend the Receiving County, its boards, officers, employees and representatives against any

and all liability, losses, damages, cost or expenses which the Receiving County, its boards, officers, employees or representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage or other cause of action of whatsoever nature or kind arising out of, or as a result of, any negligent act or negligent failure to act by the County or its subcontractors in connection with, or incidental to, the delivery of solid waste materials to the Receiving County. However, the provisions of this Section 15 shall not apply to liabilities, losses, charges, costs or expenses caused solely by, or resulting solely from, the acts or omissions of the Receiving County, its boards, officers, employees or representatives. Notwithstanding anything to the contrary in this Section 15, the Counties are not waiving any procedures required by, nor any rights the Counties may have under, Section 893.80, Wisconsin Statutes.

16. Dispute Resolution. **The Counties expect that their respective staffs will resolve operational issues.** Claims or disputes among the Counties arising out of, or relating to, this Agreement (including any exhibits now or in the future incorporated herein), shall be decided either by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, or by any other alternative dispute resolution mechanism mutually agreed to by the contending Counties. In the event the Counties proceed to arbitration, the following shall govern any such proceedings.
- A. The American Arbitration Association shall submit a panel of five (5) arbitrators to the Counties (seven [7] arbitrators if three [3] Counties are in dispute). The Counties shall be allowed alternate strikes until one (1) arbitrator remains, who shall arbitrate the dispute. The order of striking shall be determined by flipping a coin.
 - B. The costs of the arbitration proceeding (except for the filing fees, which shall be paid by the County initiating the proceeding) shall be borne equally by the Counties which are party to the arbitration. Each County shall pay its own legal fees and expenses incurred in connection with the proceeding.
 - C. Any arbitration shall take place in the City of Mauston, Juneau County, Wisconsin.
 - D. Unless otherwise agreed by the parties to the arbitration, the arbitration hearing in this matter shall be limited to one (1) day in length with the arbitrator providing each side equal time to present its case during that day.
 - E. Any discovery proceeding shall be limited to the thirty (30)-day period prior to the date of the arbitration hearing. (If three [3] Counties are involved, additional time may be permitted by the arbitrator.) Notwithstanding the provisions of Subsection B above, the party requesting the discovery shall pay for all costs incurred by the opposite parties, except for attorneys' fees, related to the discovery procedure including, but not limited to, witness and reporter's fees related to deposition, photocopying fees, postage fees and delivery fees.
 - F. The arbitrator, in issuing any ruling shall issue a written decision which shall include findings of fact and conclusions of law.

- G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.
- H. The decision of the arbitrator shall be final and binding on all parties to the arbitration, shall be enforceable in a court of competent jurisdiction, and shall not be appealable except as provided by state statute.
17. Dissolution. Dissolution of this Agreement is automatic after five years unless renegotiated and agreed upon by the respective Counties as provided by Section 3 above.
18. Notices. Any notices or reports required or permitted to be given pursuant to the terms of this Intergovernmental Agreement shall be deemed delivered as of the date of postmark if deposited in the United States Mail, first class postage attached, addressed to the Counties' addresses as set forth below. It shall be the duty of a County changing its address(es) to notify the other Counties in writing within a reasonable time.
19. Entire Agreement. The entire Agreement of the Counties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the Counties relating to the subject matter hereof.
20. Governing Law. This Agreement is entered into, and shall be construed in accordance with the laws of the State of Wisconsin.
21. Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable (and such determination is non-appealable), this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect. This agreement shall be effective and binding on the Counties hereto when adopted by the governing body and executed on behalf of such County by the last of the three (3) Counties to so execute this Agreement.

IN WITNESS WHEREOF, the Counties have duly adopted a resolution approving this Agreement and have authorized their respective officers to execute this Agreement on the behalf of the County as set forth below.