

**FIRST AMENDMENT TO THE SOLID WASTE AGREEMENT**  
**For 2023-2032**  
Between the County of Dane and the City of Madison

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THIS AGREEMENT, entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as “County”), and the City of Madison, a municipal corporation of the State of Wisconsin (hereinafter referred to as “City”), is effective as of the date by which both parties have signed hereunder and according to the terms and conditions set forth herein.

WITNESSETH:

**WHEREAS**, on June 6, 2022, the County and the City (hereinafter referred to collectively as the “Parties”) entered into a Solid Waste Agreement for 2023-2032 (the “Solid Waste Agreement”) to set forth the terms and conditions agreed to by the Parties regarding the City’s solid waste stream, tipping fees, daily cover and other City materials, and other issues associated with the County’s landfill operations, as well as the to-be-developed County compost site. The term of this Agreement is from January 1, 2023 through December 31, 2032; and,

**WHEREAS**, the County is proposing to open a new landfill, Dane County Landfill No. 3, and as part of the statutory requirements for doing so, the City adopted a siting resolution and participated in the local negotiating committee process associated with the proposed landfill; and,

**WHEREAS**, during the local negotiation process, the City and the County identified some issues that both felt were more appropriately addressed within the structure of the Solid Waste Agreement; and,

**WHEREAS**, under Section 16 of the Solid Waste Agreement, the Agreement may only be amended by the written agreement of the Parties.

**NOW, THEREFORE**, in consideration of the above recitals and mutual covenants of the parties, the receipt and sufficiency of which is acknowledged by each party for itself, the Parties do agree as follows:

1. Section 14.c. of the Solid Waste Agreement is created as follows:

“c. Materials Testing and Acceptance. The County shall not impose unreasonable testing requirements stricter than applicable federal or state laws or regulations, or the approved Plan of Operation for the Facility, when determining the suitability of materials for disposal, including materials to be used for cover. At the discretion of the Director of Waste & Renewables, materials may be rejected if they create nuisance conditions such as excessive odors or unwanted pests, create operational issues such as unstable roadways or working surfaces, have an unreasonable level of contamination, or are otherwise unsuitable for disposal at the County’s landfill operations.”

IN WITNESS WHEREOF, the County and the City, by their respective authorized agents, have caused this Agreement to be executed, effective as of the date by which all parties hereto have affixed their respective signatures.

FOR THE COUNTY OF DANE

\_\_\_\_\_  
Jamie Kuhn, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

Execution of this Agreement by the County is authorized by \_\_\_\_\_, adopted by the Board of Supervisors of Dane County on \_\_\_\_\_, 2024.

FOR THE CITY OF MADISON

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES \_\_ - \_\_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2024.