

**Terms and Conditions of the Two-Party Agreement Between the City of Madison
and Dane County Regarding the Rodefeld Landfill Expansion, Land Sale and Land
Lease, and Tipping Fee and Solid Waste Agreement**
UPDATED 03.14.14

The City of Madison and Dane County will enter into agreements to accommodate the expansion of the Rodefeld Landfill that include the following terms and conditions:

- Waste Stream Agreement:
 - The Parties will enter into a 10-year agreement, from 1/1/14 through 12/31/2023.
 - The City will agree to bring all of its solid waste destined for landfills to the Dane County operated Rodefeld landfill.
 - During the term of the agreement, the City will be free to use diversion programs.
 - The City shall not be subject to any minimum tonnage guarantees.
 - This agreement will supersede the 1973 waste stream agreement, and portions of the 1984 and 1994 land sale agreements.
 - The final clauses to be preserved in these Agreements shall be determined by the County and the City Attorney on behalf of the City, in consultation with the City Engineer and the Parks Superintendent.
 - The surviving clauses may either be incorporated into the new agreement, or expressly preserved.

- Tipping fees:
 - The County will charge the City the following tipping fees:
 - 1/1/14-6/30/14: \$43.50/ton (\$30.503/ton County charges)
 - 7/1/14-12/31/14: \$46.50/ton (\$33.503/ton County charges)
 - 1/1/15-12/31/15: \$48.50/ton (\$35.503/ton County charges)
 - 1/1/16: \$50/ton (\$37.003/ton County charges)
 - Beginning on 1/1/17, the County may increase the County portion of the tipping fee by no more than 3.5% over the prior year's tipping fee. The County shall notify the City by no later than June 30 of the year prior to imposing any higher tipping fee the following year.
 - The County will provide the City with financial information supporting the need for a tipping fee increase.
 - Any proposed increase greater than 3.5% shall require approval by the City.
 - In addition to any changes in County tipping fees, at anytime during the Agreement tipping fees may be increased or decreased to account for increases or decreases in State tipping fees, or additional fees imposed by the State or other regulatory authority.

- Funding of other programs from solid waste revenue:

- During the term of the Agreement, expenditures for personnel costs for Corporation Council and the Highway Commissioner positions partially supported by Solid Waste revenue will not exceed 2014 amounts, plus any increases necessary to cover the cost to continue for these positions.
- Except for the positions noted above, the county will agree to no longer transfer revenues out of the solid waste fund to support any non-solid waste related programs or expenditures.
- Land sale:
 - The City will agree to sell the County the land necessary to accommodate the expansion.
 - This will include 42.723 acres of park land (9.7 acres of which are wetlands) and 12.217 acres of Streets Division managed land.
 - The purchase price of the City's land shall be **\$4,500/acre** for upland lands, and \$1,000/acre of wetland lands, for a total purchase price of **\$213,280. Of this amount, \$158,304 shall be deposited into the Parkland Acquisition Fund (for the park land), and the remaining \$54,977 shall be deposited into the General Fund (for the Streets Division land).**
 - The parties shall share the cost of land acquisition and relocation costs if CTH AB is expanded in its present location.
 - **The County shall agree to accommodate the continued use by the Madison Area Radio Controlled Society through the end of 2014, subject to any safety concerns that the County may have regarding the use of Kettle Field during expansion activity at the landfill.**
- Land lease:
 - The County will lease the City's remaining 9.588 acres of Streets Division managed land adjacent to U.S. Hwy 12 & 18 at an annual amount of **\$1**, and on conditions to be determined by the Manager of the Office of Real Estate Services and the City Engineer.
 - The lease shall include a condition that the City may transfer the leased property to WisDOT or to use the leased area for transportation purposes in the event the leased area is needed by WisDOT for transportation purposes.
- Future sale or transfer of landfill operations:
 - The County retains the right to cease landfill operations if it is no longer economically feasible. The County will give the City no less than 12 months notice of such an action.
 - If the county decides to sell the landfill during the term of the Agreement, the city shall have a right-of-first refusal on such a sale. If the landfill is sold to a third party, the Agreement is binding upon the third party unless waived by the City.

- Daily cover:
 - The County will accept dredge spoils from the City at no cost, up to a maximum of 100,000 tons over the term of the Agreement, and no more than 20,000 tons in any calendar year.
 - The County will charge \$13.10/ton for the term of the Agreement for street sweeping debris, vector debris and contaminated soils that are suitable for use as daily cover or alternate daily cover. Any material that is not suitable for use as cover will be charged the City's full tipping fee under the Agreement. If necessary, the City will work with WDNR to establish the suitability of any contaminated soils for use as alternate daily cover before use.
 - The County agrees that its primary source of daily cover and alternate daily cover shall be dredge spoils, street sweeping debris, contaminated soils, and vector debris received from the City.
 - Notwithstanding any other language in the agreement, the total quantity of dredge spoils, street sweeping debris, vector debris, and contaminated soils that the County is required to accept is limited to that amount of materials actually needed on site for daily cover and alternate daily cover as determined by the Solid Waste Manager.
 - The City has agreed to provide the landfill with wood chips from the City's chipping operation at no charge to the County.

- Records disclosure:
 - The County will agree to annually provide the City with a summary of revenues and tonnage of waste received by the landfill. This data shall be specific to each solid waste operation, or just limited to the tonnage and revenue from gate or tipping fees at the landfill itself.