

LANDFILL SITING AGREEMENT BETWEEN LA CROSSE COUNTY AND THE CITY OF LA CROSSE AND THE CITY OF ONALASKA

THIS AGREEMENT, is entered into **this -- day of MONTH, YEAR.** by and between the County of La Crosse, a Wisconsin body corporate, hereinafter referred to as "County"; and the City of La Crosse, a municipal corporation located in La Crosse County hereinafter referred to as "La Crosse"; and the City of Onalaska, a municipal corporation located in La Crosse County hereinafter referred to as "Onalaska."

RECITALS

WHEREAS, on October 22, 2019, the County submitted an Initial Site Report (hereinafter referred to as "ISR") pursuant to NR 509, Wis. Admin. Code, to the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR") in connection with the County's intention to expand the current landfill facility on property located within La Crosse and Onalaska. The ISR provides a proposed footprint of the North Expansion; and,

WHEREAS, on January 16, 2020, DNR issued a positive opinion letter in connection with the ISR; and,

WHEREAS, by letter dated October 1, 2019, the County gave notice to the Clerk of the City of Onalaska, the Clerk of the City of La Crosse, and the Clerk of the Town of Hamilton of its intent to expand the Landfill on property located within the City of La Crosse and the City of Onalaska, and within 1500 feet of the Town of Hamilton. In this correspondence the County also requested each clerk to specify all applicable local approvals required and also provided information regarding the negotiation/arbitration process under Chapter 289 of the Wisconsin Statutes; and,

WHEREAS, La Crosse timely adopted and filed a siting resolution with the Wisconsin Waste Facility Siting Board and then appointed four members to serve on the negotiating committee and filed a Statement of Economic Interest as required by Wis. Stat. §289.33 (7)(c); and,

WHEREAS, Onalaska timely adopted and filed a siting resolution with the Wisconsin Waste Facility Siting Board and then appointed four members to serve on the negotiating committee and filed a Statement of Economic Interest as required by Wis. Stat. §289.33 (7)(c); and,

WHEREAS, a response for no participation has been received from the Town of Hamilton to the initial notice sent by the County; and,

WHEREAS, on January 1, 2020, the Waste Facility Siting Board notified La Crosse and Onalaska that landfill siting negotiations could begin; and,

WHEREAS, on **December 1, 2003**, the County submitted to the DNR a Feasibility Report for the La Crosse County Landfill North Expansion pursuant to NR 512, Wis. Admin. Code; and,

WHEREAS, Onalaska and La Crosse have negotiated with the County through the respective local negotiating committees pursuant to Wis. Stat. §289.33; and,

WHEREAS, the local committees have reached a negotiated agreement with the County on subjects of concern to Onalaska and La Crosse and the County; and,

WHEREAS, this negotiated agreement must be approved by the local negotiating committees, and the governing bodies of the County, La Crosse and Onalaska pursuant to Wis. Stat. §289.33(9)(k).

NOW, THEREFORE, it is agreed by and between the County and La Crosse and Onalaska, for and in consideration of the mutual promises herein contained, as follows:

I. DEFINITIONS.

- A. *Active fill area.* That portion of the solid waste disposal area of the Phase II North Expansion which is needed for disposal in any one day and can be covered completely at the end of the day as required by law.
- B. *Active growing season.* The season which begins in April and concludes in late October of each year.
- C. *Closed Landfill.* Prior La Crosse County landfill, license number. 2637, which was relocated into active landfill license number 3253, as part of the previous North Expansion.
- D. *Hazardous waste.* Any solid waste identified or defined as a hazardous waste by the DNR under Wis. Stat. §289.01(12) or §291.05(2), or regulations adopted by the DNR in NR 600 through 690, Wis. Admin. Code, or any amendments thereto, or Subtitle C of the Resource Conservation and Recovery Act or regulations promulgated thereunder, whichever is more stringent.
- E. *Landfill Facility.* The current La Crosse County landfill, license number. 3253, owned and operated by La Crosse County and located within the Landfill Site.
- F. *Landfill Site.* The County-owned site generally located in Section 12 and the South ½ of Section 1, Township 16 North, Range 7 West all being in the Cities of La Crosse and Onalaska, La Crosse County, Wisconsin, which includes the Phase II North Expansion, North Expansion, closed demolition landfills, ash monofill, prior sanitary landfills, including all borrow and

stockpile areas, and buildings and scales associated with the La Crosse County Solid Waste Department are located.

- G. *Phase II North Expansion.* The landfill consisting of the expansion of the current landfill facility as described in the Feasibility Report for the La Crosse County Landfill Phase II North Expansion.
- H. *Reasonable efforts.* Such efforts as required by law and the Plan of Operation for the Phase II North Expansion submitted by the County to the WDNR.
- I. *Site life.* The period of time between which the Phase II North Expansion begins receiving solid waste and either solid waste capacity is reached, or the Phase II North Expansion is permanently closed if such closure occurs before capacity is reached.
- J. *Solid Waste.* Any garbage, refuse, 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 agriculture operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigations return flows or industrial discharges which are point sources subject to permits under ch. 283, or source material, as defined in Wis. Stat. § 254.31 (10), special nuclear material, as defined in Wis. Stat. §254.31(11), or by-product material, as defined in Wis. Stat. §254.31(1), and further does not include petroleum-impacted soils, other impacted soils, road grit, demolition waste, concrete, blacktop, ash from the combustion of fuels including refuse derived fuel, and waste wood.

II. OWNERSHP.

A. The Phase II North Expansion shall be owned by the County, its successor and assigns, for the term of this Agreement. The transfer of ownership of any part of the Phase II North Expansion shall not occur without prior written approval of Onalaska and La Crosse, which approval shall not be unreasonably conditioned or withheld. A transfer of ownership of any part of the Phase II North Expansion shall not occur without sixty days prior written notice to La Crosse and Onalaska. The obligations, benefits and provisions of this Agreement shall apply to a successor owner or assignee of the Phase II North Expansion or any portion of the North Expansion. The transfer of ownership of any part of the North Expansion shall comply with the provisions of Wis. Stat. §289.46 and with the proof of financial responsibility provisions of Wis. Stat. §289.41, and any amendments to those provisions.

III. TERM.

- A. This Agreement shall commence on the date the County begins receiving solid waste at the Phase II North Expansion and shall be in existence for a period of time equal to the Site life of the Phase II North Expansion as defined in Section I of this Agreement.
- B. Notwithstanding the foregoing, the County and La Crosse and Onalaska agree that the County retains the right to temporarily or permanently cease accepting materials, including solid waste at the Phase II North Expansion, this determination to be the sole right of the County. In the event that the County ceases to accept solid waste at the Phase II North Expansion for whatever reason, the County may, at its sole discretion, terminate this Agreement upon sixty days written notice to La Crosse and Onalaska. A decision by the County to cease accepting solid waste at the Phase II North Expansion will not negate its obligations to comply with any closure plan applicable to the Phase II North Expansion that is approved by DNR and all other requirements imposed upon the County by the DNR, the State of Wisconsin and/or the United States of America, including the U.S. Environmental Protection Agency, or any successor to the EPA or the DNR. In addition, it is further agreed that the County's indemnification of La Crosse or Onalaska as provided in Article VII of this Agreement, the environmental liability coverage under Article VIII, except that the County shall not be required to deposit money in the County Environmental Repair Fund since waste can no longer be deposited in the Phase II North Expansion, and Articles XIII, XIV and XV of this Agreement, to the extent required by law, shall continue according to this Agreement and not be affected by any termination under this Section.

IV. SCOPE OF AGREEMENT.

This Agreement applies to the Phase II North Expansion to be constructed by the County within the approximate Phase II North Expansion footprint as shown on Exhibit A to this Agreement, and any other activities or facilities necessary to operate the Landfill or the Phase II North Expansion, as set forth in Section V of this Agreement.

V. OPERATIONAL ISSUES.

A. FENCING GATES AND SECURITY.

- 1. Any fencing required by the Feasibility Report shall be maintained throughout the Site Life of the Phase II North Expansion. The County shall observe the existing perimeter fence lines at the Landfill Site as needed and remove any litter or debris on or near the fence lines resulting from Landfill Site operations. The current fence is either six or eight foot high woven-wire fence.

2. The County shall keep all gates to the Phase II North Expansion closed and locked except during the hours of work. As part of security, the County shall also maintain at least one automatic security light within the Phase II North Expansion site building area for use during evening hours. As part of security, the County shall also maintain an attendant at the Phase II North Expansion site at all times when solid waste requiring daily cover is received. In the event of inadequate maintenance of the fences by the County, such that windblown debris from the Phase II North Expansion enters adjoining property, the debris will be cleaned up by the County within 72 hours of the County's knowledge of such debris. In the event such material results in claims for crop damage or loss, the County agrees that the assistance of the **Agriculture Agent for the UW-Extension office** will be sought in addressing such claims.

B. VERMIN, RODENT AND INSECT CONTROL

The County shall use reasonable efforts to control and exterminate insects and rodents at the Phase II North Expansion through solid waste compaction and application of daily, intermediate and final cover which the parties acknowledge typically deny insects and rodents food and harborage. . Mosquito breeding areas will be eliminated to the extent reasonable. The services of a professional exterminating firm will be utilized as needed.

C. WATER AND DRAINAGE CONTROL

The County shall use reasonable efforts to prevent excessive surface water run-off or erosion onto adjoining lands. Upon notice from Onalaska or La Crosse to the County of excessive surface water run-off or erosion, the County shall commence abatement of said run-off or erosion. Such abatement shall be completed within a reasonable time. The County will consider the changes made as on-going obligations in the County's operation of the Phase II North Expansion. Except for the active fill areas, the County shall regrade areas within the Phase II North Expansion site disturbed due to facility operation and construction to promote proper drainage and reduce standing water and erosion.

D. WEED AND GRASS CONTROL

The County shall cut weeds within the Phase II North Expansion, including revegetated areas. In addition, the County shall use reasonable efforts to prevent the growth of noxious weeds within the Phase II North Expansion.

E. WINDBLOWN LITTER, REFUSE AND ODORS.

Blowing litter will be eliminated to the maximum extent reasonable by:

1. Maintaining a small daily working face.

2. Applying daily cover as required by law.
3. Taking advantage of prevailing wind direction and orienting daily landfill operations accordingly.
4. Taking reasonable efforts to clean up litter at the Landfill Site and litter blown off the Landfill Site.
5. Utilization of temporary litter fencing around the active area.

The County shall eliminate or control, to the extent reasonable, the migration of malodorous odors resulting from Phase II North Expansion operations to the adjoining properties. In addition to any other malodorous odor control steps required by law, the County shall take the following steps:

1. Application of daily cover.
2. Covering that solid waste which is determined to be causing the malodorous emissions on a daily basis.
3. Elimination of surface ponding on the Phase II North Expansion in accordance with Section V.C. of this Agreement and to the extent legally allowable.
4. Maintaining gas vents, leachate headwells and manholes in proper operating condition.
5. Install and maintain a flare or gas-to-energy systems to control odors as may be commercially reasonable.

The County may close the Phase II North Expansion if wind velocity exceeds thirty miles per hour and if wind blown debris constitutes a serious problem.

F. HOURS OF OPERATION AND POSTING

The Phase II North Expansion will be open to receive solid waste during noticed hours by the County. Open hours include:

Current scheduled winter hours: November -March
Monday – Friday from 7:00 AM to 4 PM.

Current scheduled summer hours – April – October
Monday – Friday from 6:30 AM to 4:30 PM and the first and third Saturdays of each month, from 9 AM to Noon.

During emergencies, or Xcel - French Island closure, the Phase II North Expansion site may be open 1 hour prior to the listed times above.

Waste acceptance outside of the times listed above will require 24 hour notice to the cities of Onalaska and La Crosse.

Due to construction or maintenance requirements, personnel may be at the Landfill Site during hours in which solid waste is not being accepted. Waste, such as petroleum-impacted soils, concrete, demolition waste, clean wood and similar materials that do not require daily cover by law, may be handled and utilized at the Landfill Site during hours when the Phase II North Expansion is closed to receiving solid waste, with approval from the cities of Onalaska and La Crosse. In addition, the County shall post signage at the entrance of the Landfill Site containing information as required by law, including hours of operation. Said sign(s) shall be kept clean, legible and unobstructed at all times.

G. FIRE PROTECTION

The County shall be responsible for fire prevention and control. No burning, except for the use of flares to burn landfill gas, shall be allowed at the Phase II North Expansion. The County shall keep, maintain or have access to adequate fire fighting equipment including fire extinguishers at the Phase II North Expansion site to the fullest extent reasonable. The County shall report immediately to 9-1-1 as appropriate all fires and explosions at the Phase II North Expansion. The County shall notify both cities of the occurrence of such an event.

The County agrees to reimburse the Host Communities, in the event and to the extent, that they incur costs for fire or other municipal services.

H. BUILDINGS, ON-SITE ROADS AND ACCESS

The County shall obtain building permits required by law from Onalaska or La Crosse for additional buildings constructed at the Landfill Site.

The County shall maintain the Phase II North Expansion access road within the Landfill Site with a blacktop surface and shall use reasonable efforts to minimize dust, dirt and debris on said road from leaving the Landfill Site. In addition, the County shall also allow Onalaska or La Crosse, or the designee of either municipality, to enter the Phase II North Expansion site at any reasonable time to monitor the daily storage, treatment or disposal of solid waste including spot inspections of waste entering and exiting the Phase II North Expansion site.

I. VEHICLE CLAY AND DEBRIS CONTROL

Vehicles delivering waste to the Phase II North Expansion Site shall have loads covered and/or secured as appropriate to help prevent loss of any material during travel on public roads. Drivers of uncovered vehicles, and vehicles with loads shall be warned of said violation and penalized as appropriate. Nothing in this section shall preclude La Crosse or Onalaska from retaining jurisdiction to enforce violations involving loss of debris from vehicles hauling materials to the Phase II North Expansion site.

The County shall require any contractor who hauls clay for the Phase II North Expansion to haul the clay in a reasonable manner and to be responsible to clean up any clay or dirt on public roads as a result of the hauling, which shall be incorporated in the contract between the County and contractor.

J. LANDSCAPNG.

The County of La Crosse shall perform landscaping at the Phase II North Expansion and on the Landfill Site property, with input from planners from the City of La Crosse and the City of Onalaska, subject to Wisconsin DNR approval, during the term of this Agreement.

VI. WAIVER OF LOCAL APPROVALS AND OPERATION IN CONFORMITY WITH LAW

For the term of this Agreement, the County shall construct, repair, maintain and close the Phase II North Expansion, shall provide long-term care of the Phase II North Expansion and shall conduct disposal operations at the Phase II North Expansion in conformity with the provisions of all applicable Wisconsin Statutes and administrative regulations, including any conditions of DNR approvals, and any conditions of the County's license to operate the Phase II North Expansion established by the DNR.

By adoption of a resolution authorizing the execution of this Agreement, Onalaska and La Crosse, through their respective city councils, hereby waive and/or deem inapplicable, pursuant to Wis. Stat. §289.33(5)(d) or any amendments thereto, its applicable local approvals, as defined in Wis. Stat. §289.33(3)(d), or any amendments thereto, pre-existing local approvals, as defined in Wis. Stat. §289.33(3)(fm) or any amendments thereto, and any and all regulations, resolutions and ordinances that may apply to the County in order to allow it to site, construct, operate, use, transport waste to, maintain, repair, close and provide long-term care of the Phase II North Expansion in conformity with law. These waiver provisions, by way of enumeration, and not limitation, do not include regulations pertaining to speed limits, the issuance of waste hauler permits (with fees not to exceed what is reasonable and customary), litter control, building permits, rules of the road and road obstructions. This waiver shall continue until forty years after the closure of the Phase II North Expansion or until the long-term care responsibility of the County for the Phase II North Expansion ceases. This waiver only applies to those uses that are

directly and specifically related to and consistent with waste disposal operations at the Phase II North Expansion.

VII. INDEMNITY AGAINST CLAIMS BY THIRD PARTIES

The County agrees to defend, indemnify and hold harmless Onalaska and La Crosse, their officers, employees, agents, and elected and non-elected officials, including any present or future members of the Local Siting Negotiating Committees for Onalaska and La Crosse, collectively and/or individually against any and all claims, expenses, liabilities, loss, costs, including, but not limited to, costs of defense and reasonable attorneys' fees of every kind asserted against them, arising out of: 1) failure by the County to comply with any law or rule of any governmental authority, 2) any negligent or intentional act of the County, its agents, employees or servants, which cause bodily injury or damage to any person or property as a result of the operation and/or closure of the Phase II North Expansion and, 3) the design, construction, operation, closure or maintenance of the Phase II North Expansion, and/or the execution, application, interpretation and enforcement of this Agreement, except as otherwise agreed to by the parties, and 4) and any claim of economic loss as provided in Article XIII of this Agreement. This indemnity shall also include fines, forfeitures, and/or penalties imposed on Onalaska or La Crosse by governmental bodies such as the DNR and the United States Environmental Protection Agency in connection with the design, construction, operation, closure or maintenance of the Phase II North Expansion.

VIII. ENVIRONMENTAL LIABILITY COVERAGE

A. LANDFILL CLOSURE

The County shall maintain sufficient funds to ensure the ability to finance closure of all active cells at the Phase II North Expansion in the event the County is unable to continue Phase II North Expansion operations for any reason.

B. LONG-TERM CARE

The County shall maintain an escrow account or other financial arrangements authorized by law sufficient to ensure the ability to finance long-term care of the Phase II North Expansion over a period of the longer of: 1. at least forty (40) years after closure of the Phase II North Expansion, or 2. the period of time imposed by any applicable Wisconsin Statute or administrative rule, including the requirements of NR 520, Wis. Admin. Code, or any amendments thereto.

C. VERIFICATION OF PROOF OF FINANCIAL RESPONSIBILITY TO PERFORM CLOSURE AND LONG-TERM CARE ACTIVITIES

If requested by Onalaska and/or La Crosse, the County shall provide verification that sufficient monies, as described above, are maintained to the satisfaction of DNR. This requirement shall be satisfied by the County

providing copies to the cities of La Crosse and Onalaska of proof of financial responsibility documentation submitted to the DNR for landfill closure and long-term care requirements of NR 520, Wis. Admin. Code, and any amendments thereto, and copies of all DNR correspondence to the County regarding the same.

In the event the County is deemed in noncompliance with the proof of financial responsibilities of NR 520, the County shall immediately make all reasonable efforts to regain compliance.

D. COUNTY ENVIRONMENTAL REPAIR FUND

In addition to the closure and long-term care obligations as required by law, it is recognized that the County has established and will maintain an Environmental Protection Fund (hereinafter referred to as the "EPF") which is funded through a portion of the tipping fees from operation of the Phase II North Expansion. The County shall deposit quarterly in the EPF 15 cents per ton of solid waste disposed of in the Phase II North Expansion, which applies to newly-received solid waste and does not include waste deposited from the existing closed landfill site or waste already accounted for in the North Expansion agreement. For its duration, the EPF shall be available to pay for the investigation and remediation of soil and/or groundwater contamination as required by law, caused by the proposed Phase II North Expansion. The Parties agree that in the event of any contaminate release from the Phase II North Expansion which results in investigation and/or remediation of the contamination as required by law, the County shall first utilize monies from the EPF to pay for any such costs, which shall include reasonable legal expenses incurred as a result of such investigation and/or remediation. The EPF shall provide for payments in addition to all other payments and funds under this Agreement or statutory programs pertaining to solid waste. The EPF shall continue in existence for forty years after the date of closure of the Phase II North Expansion. Any money remaining in the EPF forty years after the date of closure of the Phase II North Expansion shall be utilized by the County for long-term care and final use of the Landfill Site. Resort to the EPF shall not be the exclusive remedy or source of funds for any claims which results from contamination from the Phase II North Expansion.

IX. HOST COMMUNITY FEE.

The county agrees to maintain the current Host Community Fund, as identified in the 2005 host agreement for North Expansion, consisting of a maximum of \$25,000 per year to be paid to La Crosse/Onalaska on a 60%/40% basis so that a maximum of \$15,000 is available to the City of La Crosse and \$10,000 is available to the City of Onalaska per year. The monies shall be used for beautification or mitigation of landfill affects on public or private properties within line-of-sight ("viewshed") of the landfill. Monies shall be held by the County and shall be paid to the cities upon receipt of bills detailing the work performed within areas affected by the landfill.

County pre-approval of such work before payment is not required. If it is later determined that the work was not performed for line-of-sight beautification or mitigation of affects of the landfill, the County can proceed by pursuing any remedies available in law or equity to enforce this agreement provision. If either of the Cities exceeds its maximum amount in one year, then such bills can be carried over and paid in a subsequent year or subsequent years, but only the maximum funds will be available each year. In addition, unpaid balances can be carried over in subsequent years with the provision that any amounts not utilized at the end of this agreement term will be surrendered to the County and utilized for landfill purposes. Maintenance costs shall not be payable from the Fund. If it is either agreed by the parties or determined by a court that payments had been made for mitigation project(s) which are not allowable under this paragraph, the County shall have the right of reimbursement for the cost of the project(s) from the responsible City's share of the Host Community Fund.

X. NEGOTIATION AND PROFESSIONAL EXPENSES

The County shall reimburse Onalaska and La Crosse for verifiable municipal costs and expenses incurred by the local siting committees during negotiations or as a result of the County's attempt to locate a Phase II North Expansion to the Landfill in Onalaska and La Crosse. Such costs and expenses may include reasonable salaries of City officials and per diems for public members. The total of such costs and expenses shall not exceed \$20,000. These costs and expenses shall be divided equally between Onalaska and La Crosse within thirty days of the date of execution of this Agreement.

XI. FINAL USE AFTER CLOSURE

After closure of the Phase II North Expansion and extending until the longer of either: 1) forty years after final closure, or 2) the period of time imposed by any applicable Wisconsin statute or administrative rule for the long-term care of the Phase II North Expansion, the County shall construct and maintain the closed active fill area of the Phase II North Expansion in a manner which is consistent with the final closure plan and preserve the environmental integrity of that area, as approved by the DNR. No activity or use will be permitted which could lead to significant erosion of or otherwise jeopardize the integrity of the final cap placed on such area.

XII. RENEGOTIATION OF TERMS OR CONDITIONS

Any of the parties to this Agreement may reopen this Agreement for negotiation by serving a petition upon the other parties alleging the existence of one of the following:

- a. A feasibility study or any engineering or financial report disclosing any significant adverse environmental or economic impact directly resulting substantially from the Phase II North Expansion not

reasonably contemplated at the time of the negotiation of this Agreement.

- b. Expansion by the County, or the intention by the County to expand the Phase II North Expansion beyond the design contained in the Feasibility Report. Within 15 years after the Phase II North Expansion begins receiving waste, Onalaska and/or La Crosse may request a meeting with the County to discuss and review future plans for the Phase II North Expansion and the Landfill Site. Requests shall be made within one year prior to the expiration of the 15 year period and the County shall hold a meeting with Onalaska and/or La Crosse within 90 days of the request to discuss and review such future plans.

After entering into any renegotiation of this Agreement, the County shall reimburse Onalaska and/or La Crosse for verifiable, reasonable municipal costs and expenses incurred as a result of such renegotiation. Such costs and expenses may include but are not limited to attorney and consultant fees and/or per diem costs of City officials and City employees; provided, however, that the County has the right of approval prior to the City retaining any consultants or experts, other than attorneys, if the cost will exceed \$500, which approval will not be unreasonably withheld.

Notwithstanding the above, Sections V is exempt from renegotiation and shall remain in effect. Nothing contained in this Article XII shall be construed so as to prohibit the County from operating the Landfill, Landfill Site or constructing or operating the Phase II North Expansion. At the request of the Cities, the renegotiation of an expansion of the Phase II North Expansion shall proceed under the negotiation/arbitration provisions of Ch. 289, Wis. Stats., then in existence.

XIII. CLAIMS REGARDING PROPERTY VALUES.

- A. The County agrees to consider any claim of economic loss that may be presented to it by a landowner who claims to have suffered economic loss by the location or operation of the Phase II North Expansion. Only the County shall have any potential obligation to pay any such claim. The County acknowledges that this Agreement does not bar third-parties from proceeding with a lawsuit regarding any claim for economic loss.

XIV. ENFORCEMENT.

- A. If a license is not granted by DNR to the County, its successors or assigns, to operate the Phase II North Expansion, only Section VII Indemnity Against Claims by Third Parties and Section X Negotiation and Professional Expenses, shall be enforceable against the County. All other provisions of this Agreement shall be null and void.
- B. The terms of this Agreement may be enforced by the County, acting through the La Crosse County Board of Supervisors, by La Crosse, acting through the City of La Crosse Common Council, and by Onalaska, acting through the City of Onalaska Common Council.

- 1) Prior to any party commencing any court or administrative action resulting from the Landfill Site or Phase II North Expansion operations, the party seeking relief shall give the other party(ies) against whom such action is sought thirty days written notice of any noncompliance by the other party(ies) which is alleged to be in default under this Agreement. The party against whom action is sought shall have the right to cure such default or violation within thirty (30) days of receipt of such notice. If such default or violation is not cured within that thirty (30) day period, the party seeking relief shall be entitled to such remedies in law or equity as may be appropriate.

XV. ENVIRONMENTAL ISSUES.

A. GAS MONITORING

The County shall continue to monitor a system of gas detection wells around the perimeter of the Phase II North Expansion in accordance with applicable law. If requested by La Crosse and/or Onalaska, the County shall forward to La Crosse and/or Onalaska copies of all reports required to be submitted to the DNR as part of the approved gas monitoring program.

B. GROUNDWATER MONITORING PROGRAM

The County shall continue to provide groundwater monitoring in accordance with requirements of the DNR and the Plan of Operation as approved by the DNR. If requested by La Crosse and/or Onalaska, the County shall forward to La Crosse and/or Onalaska all reports required to be forwarded to the DNR as part of the approved groundwater monitoring program.

C. HAZARDOUS WASTE RESTRICTIONS

No hazardous waste, as defined by NR 600.03(98), Wisconsin Admin. Code, or any amendments thereto, shall at any time be accepted, received, stored, disposed of or transported to the Phase II North Expansion in such quantities as to require a WDNR Hazardous Waste Permit. These provisions shall not prohibit the County from receiving hazardous waste at the Household Hazardous Materials Facility located near the County's Solid Waste Office.

XVI. MISCELLANEOUS.

A. CITIES' USAGE OF COUNTY DISPOSAL PROGRAMS

The cities of La Crosse and Onalaska will utilize language within their respective collection contracts requiring all solid waste collected by their contractor, within the municipal corporate limits, be delivered to the French Island Resource Recovery Facilities and the La Crosse Disposal Facility on Hwy 16, unless the municipality quantifies an increased cost for the requirement of utilizing the Disposal Facility on Hwy 16. The cities may

quantify increased cost by bidding collection services with an option that does not include this requirement.

B. CITATIONS

For purposes of this Agreement, any citation to a local, state or federal statute or regulation shall include any and all modifications, amendments, all revisions thereto after the effective date of this Agreement.

C. BINDING CONTRACT

This Agreement shall be binding upon the parties hereto, and to their successors and assigns, pursuant to Wis. Stat. §289.33(11).

D. GOVERNING LAW

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

E. MODIFICATION

This Agreement constitutes the entire Agreement between the parties hereto and no changes, amendments or alterations shall be effective unless executed in writing by all parties.

F. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent to the persons named below, by certified mail, return receipt requested.

County of La Crosse:

Jadd Stilwell
Solid Waste Director
3200 Berlin Drive
LaCrosse, WI 54601

City of La Crosse:

Teri Lehrke
City Clerk
400 La Crosse Street
La Crosse, WI 54601

City of Onalaska:

JoAnn Marcon
City Clerk
415 Main Street
Onalaska, WI 54650

In the event any individual to whom notice should be sent has changed, the person to receive the notice shall be the successor Solid Waste Director or Clerk, whichever is applicable.

G. SEVERABILITY

If any provision of this Agreement shall be construed by a court of competent jurisdiction to be in violation of state or federal law or determined to be invalid or illegal, such provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. The parties agree that this Agreement shall be reformed to replace such deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

H. 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 an act of God, fire, strike, inevitable accident, war, court order or binding determination of a governmental agency, or any cause outside the reasonable control of the party which has the duty to perform.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed in the name of each party by their respective, duly authorized officials.

LA CROSSE COUNTY

BY:

MONICA KRUSE, COUNTY BOARD CHAIR

AND: _____

GINNY DANKMEYER, COUNTY CLERK

CITY OF LA CROSSE

BY:

TIM KABOT, MAYOR

AND: _____

TERI LEHRKE, CITY CLERK

CITY OF ONALASKA

BY: _____

KIM SMITH, MAYOR

AND: _____

JOANN MARCON, CITY CLERK

