

AGREEMENT FOR THE OPERATION
AND USE OF A SANITARY LANDFILL SITE

THIS AGREEMENT, executed on the date hereinafter indicated between the VILLAGE OF EDEN, a Municipal corporation, organized and existing under the laws of the State of Wisconsin, the TOWNSHIP OF EDEN, a political subdivision of the State of Wisconsin, organized and existing under the laws of the State of Wisconsin, and JOSEPH BAUMHARDT. For purposes of convenience, the VILLAGE OF EDEN is hereafter referred to as "Village", the TOWNSHIP OF EDEN is hereinafter referred to as "Town", and JOSEPH BAUMHARDT is hereinafter referred to as "Baumhardt".

R E C I T A L S :

1. The Village, the Town and Baumhardt have heretofore cooperated for the purpose of establishing, maintaining and using a sanitary landfill site currently in existence on a well-defined four-acre tract of land owned by Baumhardt and located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 14 North, of Range 18 East (Town of Eden), together with a private access road leading from the site to County Trunk B.

2. That the Wisconsin Department of Natural Resources has heretofore, on September 23, 1977, approved the site as suitable for the location of a sanitary landfill area.

3. That the site has been fenced, partially excavated, and the excavated material stored for purposes of coverage.

4. That Baumhardt has operated the site as a landfill site subject to the periodic inspection and approval of the method of operation thereon by the Wisconsin Department of Natural Resources.

5. That the Wisconsin Department of Natural Resources has issued a license to the Village of Eden for the operation of said site, with said license bearing the number 2739.

6. That a written contract between the parties hereto is deemed desirable by all interested parties for the purpose of assuring each of the parties that the landfill site will continue to be used for its originally stated purpose according to the standards established by the Wisconsin Department of Natural Resources and that the Town and Village will compensate Baumhardt for the use of the site and for the operation of the sanitary landfill in a manner equitable and fair to all parties concerned.

Consideration, Covenants and Agreements

FOR VALUABLE CONSIDERATIONS previously recited, and subsequently recited herein, and in further consideration of the mutual covenants and agreements and other adequate and valuable consideration, the Village, the Town and Baumhardt do hereby covenant and agree as follows:

1. Baumhardt agrees to provide the four-acre site for the purpose of operating a sanitary landfill thereon for the benefit of the residents of the Village and the Town, and such other users as may be specifically authorized by both the Town and the Village. No solid waste shall be accepted at the disposal site which is known to originate from sources outside the Village or outside of the Town. In addition to providing the site, Baumhardt agrees that the earth removed in the excavation of the site and to be removed from the site shall be stored and used for covering as hereinafter set forth.

2. Baumhardt agrees to keep the premises open and to have an attendant on duty to accept materials for disposal between the hours of 9:00 a.m. and 12:00 Noon on Wednesday of each week, and between the hours of 9:00 a.m. and 4:00 p.m. on Saturday of each week.

3. Baumhardt shall maintain sufficient equipment in good working order at the disposal site for the purpose of covering the waste material not less than one time per month, and more often if necessary, or if required by the rules and regulations of the Wisconsin Department of Natural Resources, which shall hereinafter be referred to as DNR.

4. The unloading of refuse will be the responsibility of individuals hauling into the disposal site, but the same will be supervised by Baumhardt, either in person or by an attendant. Baumhardt shall designate the area into which all solid waste is to be unloaded.

5. Baumhardt is hereby authorized to burn at the site, in accordance with the regulations of the DNR, and not otherwise. No toxic or other volatile materials are to be disposed of in this landfill site.

6. The Village and the Town shall compensate Baumhardt for the use of the site as a sanitary landfill, for the covering of the materials as hereinabove set forth, for operating the landfill site, and for such other services as may be required of Baumhardt as follows:

a) All parties acknowledge that the original start-up costs have been shared and paid equally by the Town and the

Village and further agree that, in the past, the monthly compensation to Baumhardt has been Two Hundred Fifty Dollars (\$250.00), of which amount both parties have paid fifty percent (50%) thereof.

b) Beginning with the month of July, 1982, the monthly charge for the use of the site as a landfill area, including the expenses of operation such as labor for operating the same and providing the earth for covering shall be the sum of _____ Dollars (\$_____) per month. This rate shall continue to be paid for a period of _____ (____) years and thereafter all of the parties to this Agreement shall meet and consider the compensation to be paid for a like period of _____ (____) years.

c) Baumhardt shall be entitled to be paid for the cost of covering on a monthly basis or, more frequently, should the DNR so require. Such cost of covering shall be paid to Baumhardt at an hourly rate of _____ Dollars (\$_____).

d) Should it become necessary to repair, replace, extend or otherwise improve the fence around the site, the Village and the Town agree to reimburse Baumhardt for the costs of material and labor incurred in connection therewith.

d) Baumhardt shall collect the samples for the purpose of monitoring the groundwater and leachate without additional cost, but the laboratory costs incurred for the analyzing of the groundwater samples shall be paid by the Village and the Town.

e) Insofar as the compensation to be paid by the Village and the Town to Baumhardt as hereinbefore set forth is concerned, beginning with the month of July, 1982, each shall contribute on a prorata basis to be determined on the number of residences in each as determined by the last decennial population determined by the United States Census Bureau. It is agreed between the parties that the last decennial census taken in 1980 and revised in October of 1981 established the official population of the Village to be 533 and of the Town to be 1,140. Therefore, the monthly contribution of the Village shall be 31.853% (Village population of 533 divided by total population of 1,673) and the Town's contribution shall be 68.147% (the Town population of 1,140 divided by total population of 1,673).

7. The Village agrees that all solid waste collected in the Village by a Village vehicle or by a collector operating under contract with the Village shall be collected by a compacting, covered truck and delivered to the disposal site in a compacted basis. The Village further agrees that it will adopt an ordinance requiring all of the residents in the Village, when delivering waste to the disposal site, to deliver the same in a covered truck, or in plastic bags, or in other containers, securely sealed, so as to prevent the blowing of wastepaper, plastic sheets and the like, with the exception that Village residents, their employees or their agents, may deliver debris from a building site, or other solid wastes that is not likely to be blown in an uncovered truck or container.

8. The Town, at the present time, does not have a vehicle designed solely to collect solid waste and compact the same; therefore, the Town agrees that it will adopt and enforce an ordinance requiring its residents, and the employees or agents of its residents, to deliver solid wastes to the site in plastic bags or other containers, or in covered vehicles to prevent the blowing of paper and other materials during delivery, with the exception that Town residents, their employees or their agents, may deliver debris from a building site, or other solid wastes that is not likely to be blown in an uncovered truck or container.

9. All parties agree that the final closure of the site as required by the DNR shall be done at the expense of the Town and the Village. The Town and the Village, to the extent required by the DNR, shall furnish, on a joint basis, proof of financial responsibility as required under the rules of the DNR as the same may be changed from time to time.

10. The total costs of such final closure, whether paid in advance of such final closure or in one lump sum at the time of final closure, shall be borne by the Village and the Town in the same proportion as the monthly operating charges are paid as hereinbefore set forth.

11. All of the parties recognize that the disposal of solid wastes is a matter of state-wide concern and further acknowledge that the rules and regulations in regard thereto are being changed as time goes on and experience in connection with landfill operations grows. Therefore, all parties agree that

they will cooperate for the purpose of complying with the rules and regulations as promulgated from time-to-time during the term of this Agreement. However, nothing contained herein shall require Baumhardt to find, purchase and develop another site for the purpose of disposing of the waste generated in the Town and the Village; in a like manner, neither the Town nor the Village shall be indefinitely bound to use the Baumhardt landfill site. Therefore:

a) Should the Village desire to withdraw from disposing the waste generated in the Village in this landfill site, the Village shall give the other parties hereto at least _____ (____) months notice of its intention not to deliver waste to the site in the future, and

b) Should the Town desire to withdraw from disposing the waste generated in the Town in this landfill site, the Town shall give the other parties hereto at least _____ (____) months notice of its intention not to deliver waste to the site in the future, and

c) Should the DNR revoke the license now held by the Village to dispose of waste in this site, or should the DNR impose conditions that Baumhardt cannot meet at the present location, then Baumhardt shall be under no further obligation to accept waste at this site.

12. The covenants and conditions to be performed by Baumhardt shall run with the land and shall be binding upon all future owners, upon the personal representative of Baumhardt, and upon the heirs and beneficiaries of Baumhardt and an instrument

giving notice thereof consisting of an abridgment of the material portions of this Agreement may be recorded in the Office of the Register of Deeds of Fond du Lac County, Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 1982, in a manner appropriate to each.

VILLAGE OF EDEN

By _____
Village President

Attest

Village Clerk

"Village"

TOWN OF EDEN

By _____
Chairman

Attest

Clerk

"Town"

Joseph Baumhardt (SEAL)

Jean Baumhardt (SEAL)

"Baumhardt"