

***AGREEMENT FOR THE USE OF THE CITY OF ADAMS WASTEWATER
LEACHATE TREATMENT SYSTEM***

THIS AGREEMENT, made this 16th day of June, 2014, by and between the City of Adams (hereinafter referred to as the "City"), a Wisconsin Municipal Corporation, and Adams County (hereinafter referred to as "County"), a Wisconsin Municipal Corporation.

WITNESSETH:

WHEREAS, the City owns and operates a Wastewater Treatment Facility; and

WHEREAS, Adams County will have need to dispose of liquid waste (hereinafter referred to as "Leachate"), accumulated at the Adams County Sanitary Landfill facility; and

NOW, THEREFORE, for the reasons set forth above, and in consideration of promises and the covenants and of the mutual obligations set forth herein, the City and County agree as follows:

**ARTICLE I
DEFINITION AND USE OF PHRASES**

SECTION 1.1 As used in this Agreement and in the recitals hereto, the following terms and phrases shall have the following meaning, unless a different meaning clearly appears from the context.

"BOD" means five-day Biochemical Oxygen Demand and "COD" means Chemical Oxygen Demand, determined under Standard Laboratory Procedures as set forth in NR 219.

"PHOSPHORUS" means total phosphorus concentration as determined under Standard Laboratory Procedures as set forth in NR 219.

"CITY" means the City of Adams, a Municipal Corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business at 101 North Main St., Adams, WI., County of Adams, State of Wisconsin.

"COUNTY" means Adams County Sanitary Landfill, with its principal place of business at 1420 State Highway 21, Town of Strongs Prairie, County of Adams, State of Wisconsin.

"WWTF" means the Wastewater Treatment Facility owned and operated by the City of Adams.

"LANDFILL" means the Solid Waste Landfill owned and operated by Adams County.

"LEACHATE" means liquid waste generated and accumulated by the landfill.

Leachate Agreement-City of Adams

"LEACHATE RECEIVING SYSTEM" means and is comprised of the following: a 15,000 gallon tank; a 6-inch receiving pipe with a quick connect coupler; one submersible grinder pump and attendant controls and piping, which is located at the WWTF.

"POINT OF DISCHARGE" means that part of the facility designated by the WWTF as the receptacle into which Adams County may discharge leachate.

"POLLUTION CONTROL LAWS" means all existing and future laws, statutes, rules, regulations, ordinances, water quality standards, orders and decrees of any governmental bodies, authority or agency having jurisdiction over the City and/or County with respect to the collection, treatment or disposal of sewage or any bi-products therefrom.

"SEWERAGE SYSTEM" means all land, buildings, machinery, sewers, and other tangible and intangible property and processes, whether currently owned or later owned, or used, by the City for receiving, collecting, transmitting, treating or disposing of sewage.

"TSS" means total suspended solids that either float on the surface of, or are in suspension in sewage, and which are removable by a laboratory filtration device. The methods for determining total suspended solids shall be those set forth in NR219.

ARTICLE II PROPRIETARY CAPACITY

SECTION 2.1 It is agreed between the City and County that the City is acting as a proprietary entity herein. Therefore, the City has no obligation to permit use of the facility to any other person, including the employees of Adams County or any citizens of the County of Adams, or any citizen of any municipality that avail themselves of the services of Adams County.

ARTICLE III OPERATION OF THE LEACHATE SYSTEM

SECTION 3.1 The Leachate Receiving System is owned and maintained by the City of Adams. By agreement with the City of Adams, Adams County will establish reasonable use of the Leachate Receiving System for the disposal of leachate.

The coordination of delivery, storage and disposal shall be established by agreement between the City of Adams and Adams County.

SECTION 3.2 Delivery of Adams County leachate will be to the Leachate Receiving Tank. The City shall have the option to refuse delivery of leachate from Adams County to the Leachate Receiving Tank at any time and for any reason.

SECTION 3.3 The City, in its sole discretion, shall determine when and how much leachate shall be discharged from the Leachate Receiving System into the facility. The City shall have exclusive control over the valves which permit the discharge of leachate into the facility.

Leachate Agreement-City of Adams

SECTION 3.4 The City hereby agrees that Adams County shall have access to the Leachate Receiving System at such times and pursuant to such regulations that the City may set from time to time, subject to the terms of this Agreement.

SECTION 3.5 Adams County shall be responsible for measuring the volume of leachate delivered to the Leachate Receiving System, provided the methods of volume measure used by Adams County are approved by the City. The City of Adams shall be responsible for the sampling and testing of leachate, or other special testing requirements of the leachate. The leachate shall be tested routinely, by WWTF staff, for BOD, Phosphorus, and TSS. Other testing for toxics, metals, etc. shall be done as required by the WWTF. Costs for testing of toxics and metals shall be charged to the County. These tests shall be performed by a State approved laboratory with all testing methods and frequency of testing approved by the City. Adams County shall keep accurate and complete records of all leachate volumes. The City of Adams shall keep accurate and complete records of laboratory analyses and furnish these records upon request by the County.

SECTION 3.6 Adams County through its Solid Waste Director shall keep reasonably itemized and detailed records as provided in Section 3.5 above, and shall make the same accessible to the City of Adams personnel upon written request.

SECTION 3.7 The leachate shall remain the property and responsibility of Adams County before, during, and after treatment.

ARTICLE IV MAINTENANCE

SECTION 4.1 The City of Adams shall be responsible for the maintenance of the entire Leachate Receiving System.

ARTICLE V TREATMENT CHARGES

SECTION 5.1 That in consideration for the City treating the leachate of Adams County, Adams County hereby agrees to pay the City in accordance with the City Ordinance regarding fee schedule for any and all leachate deposited into the Leachate Receiving Tank. (The fee schedule at the signing of this agreement is currently \$4.75 per 1,000 gallons). The fee schedule sets forth the charges for treatment of the leachate, based on volume.

FEE SCHEDULE

Adams County shall pay the City at the end of each month for the leachate deposited during that month. Payment shall be made by check or money order payable to the "City of Adams Water & Sewer" sent to the City Treasurer within 20 days after the billing date. Failure to make payment in the time, manner and form specified herein shall entitle the City to refuse

Leachate Agreement-City of Adams

delivery of leachate from Adams County, and to pursue collection in any manner permitted by law.

ARTICLE VI TERMINATION

SECTION 6.1 It is expressly agreed by and between the City of Adams and Adams County that no failure or delay in performance of the City's obligations under this Agreement shall be deemed to be a breach of this contract where such failure or delay is occasioned by or due to any act of God, breakage, accident to machinery or lines of pipe, strikes, lockouts, explosions, sabotage or other intervening forces. The binding order of any court or governmental agency or any such contingency beyond the control of the City of Adams shall relieve the City of its obligations under this contract.

SECTION 6.2 Either party hereto may cancel and terminate this agreement by a sixty (60) day written notice, of said intent to so terminate and cancel served upon the other party.

SECTION 6.3 Adams County agrees to indemnify and hold harmless the City for any loss, liability and/or damages the City may incur as a result of any public or private claims or causes of action which arise out of Adam County's use of the Leachate Receiving System, the Facility or the Sewerage System. This indemnification agreement shall include, but is not limited to, indemnification against the claims of any Adams County employee, agent, or officer who may be injured during the use of operation, or during delivery to or from the Leachate Receiving System, and environmental claims including PECFA, CERCLA or other similar environmental lawsuits pertaining to Adams County's Landfill or the leachate therefrom.

SECTION 6.4 It is agreed by Adams County that the leachate delivered to the facility will be leachate only from the Adams County Sanitary Landfill facility located at 1420 State Highway 21, Town of Strongs Prairie, Adams County, State of Wisconsin and from no other source whatsoever.

SECTION VII TERM AND RENEWAL

It is agreed this Agreement shall be in effect from the date of signing, and be in effect for a term of ten years.

a. In the event Adams County intends to renew this contract for an additional period beyond its initial term, written notice shall be given to the City of Adams no less than thirty (30) days prior to the expiration of the initial ten-year term of this agreement.

b. The fee schedule set forth in City Ordinance shall be reviewed with any rate change. Adjustments shall be made as necessary to reflect any changes in costs of operation, including increased labor, materials, and other charges incurred by the City of Adams. Changes in the fee schedule will become effective in accordance with City Ordinance.

Leachate Agreement-City of Adams

IN WITNESS WHEREOF, the City of Adams, acting by and through its Mayor, Administrator, and Clerk, and Adams County acting by and between its County Board Chair, County Clerk, and Solid Waste Director hereby execute this Agreement on the date indicated above.

CITY OF ADAMS:

BY: Janalyn Baumgartner
Janalyn Baumgartner, Mayor

BY: Janet Winters
Janet Winters, City Clerk

ADAMS COUNTY:

BY: Myma Diemert
Myma Diemert, Solid Waste Director

RESOLUTION 95 -2014
**RESOLUTION TO RENEW THE CONTRACT WITH CITY OF ADAMS FOR
DISPOSAL OF LEACHATE AT WASTEWATER TREATMENT PLANT**

1 **INTRODUCED BY:** Solid Waste Committee
2
3 **INTENT & SYNOPSIS:** To renew the contract with the City of Adams for disposal of
4 liquid waste (leachate) accumulated at the Adams County Sanitary Landfill facility.
5
6 **FISCAL NOTE:** 2014 costs are budgeted, future year costs will be budgeted on an
7 annual basis.
8
9 **WHEREAS:** The County is required by the State of Wisconsin's Department of Natural
10 Resources (DNR) to have a primary and backup leachate treatment agreement with
11 licensed wastewater treatment facilities; and
12
13 **WHEREAS:** The County approved in May of 2013 a ten (10 year) backup agreement
14 with the Village of Plover, and
15
16 **WHEREAS:** The County and the City of Adams wish to renew the existing agreement
17 for another ten (10) year period.
18
19 **NOW THEREFORE, BE IT RESOLVED by the Adams County Board of**
20 **Supervisors** to renew the contract with the City of Adams as primary for disposal of
21 liquid waste (leachate) accumulated at the Adams County Sanitary Landfill facility.
22

23 Recommended for adoption by the Solid Waste Committee this 9 day of
24 July, 2014.

25 Thomas Johnson Mark Hamburg
26 Larry Babcock
27 Carl Spillner

31
32 Adopted X
33 Defeated _____ by the Adams County Board of Supervisors this
34 Tabled _____ day of July, 2014.

35 John West Cindy Phillippe
36 County Board Chair County Clerk

37
38
39 ☒ Reviewed by Corporation Counsel
40 ☒ Reviewed by Administrative Coordinator/Director of Finance

**AGREEMENT FOR THE OPERATION
AND MAINTENANCE OF A LEACHATE
DISPOSAL SYSTEM**

This agreement made this 24 day of April, 2017, by and between the City of Elroy Utility Commission, a municipal utility organized under the laws of the State of Wisconsin, having its principle office a 1717 Omaha Street, City of Elroy, County of Juneau, State of Wisconsin, hereinafter referred to as "City", and Adams County Solid Waste, having its principle office at 1420 State Rd 21 Friendship WI, 53934, hereinafter referred to as "County".

WITNESSETH

WHEREAS, the County owns and operates the Adams County Solid Waste Landfill; and

WHEREAS, the City owns and operates a waste water and sewage treatment facility; and

WHEREAS, the County will need to have liquid wastes, accumulated by its landfill treated by the City; and

WHEREAS, the treatment of leachate by the City requires the operation and maintenance of the leachate Disposal System; and

WHEREAS, in furtherance of the objective of, and pursuant to the authority of Sections 66.30(2) and 59.07(135)(i) of the Wisconsin Statutes.

NOW THEREFORE, for the reasons set forth above, and in consideration of the promises and of the covenants and of the natural obligations set forth herein, the City and the County agree as follows.

ARTICLE I

SECTION 1.1 As used in this Agreement and in the recital hereto, the following terms and phrases shall have the following meaning, unless a different meaning clearly appears in the contract:

BOD means five-day Biochemical Oxygen Demand, and

COD means Chemical Oxygen Demand, determined under Standard Laboratory Procedure as set forth in the last edition of Standard Methods for the Examination of Water and Waste Water, published jointly by the American Health Association, the American Waterworks Association and the Water Pollutions Control Federation.

CONTRACT means the Leachate Disposal System.

CITY means the City of Elroy Utility Commission, a municipal utility organized and existing under the laws of the State of Wisconsin, with its principle place of business a 225 Main Street, City of Elroy, County of Juneau, State of Wisconsin.

COUNTY means the County of Adams, with its principle place of business as 1420 State Rd 21 Friendship WI, 53934.

FACILITY means a waste water and sewage plant owned and operated by the City of Elroy.

LANDFILL means the Adams County Solid Waste Landfill owned and operated by the Adams County.

LEACHATE means liquid waste generated and accumulated by the landfill.

LEACHATE DISPOSAL SYSTEM means and is comprised of an Activated BioFiltering Treatment System.

POINT OF DISCHARGE means that part of the sewage system designated by the City as the receptacle into which the County may discharge leachate.

POLLUTION CONTROL LAWS means all existing and future laws, statutes, rules, regulations, ordinances, water quality standards, orders, and decrees of governmental bodies, authority of agency having jurisdiction over the City and/or County with respect to the collection, treatment, or disposal of sewage of any byproducts there from.

SEWAGE SYSTEM means all land, buildings, machinery sewers, and other tangible and intangible property and processes, whether currently owned or later owned, or used, by the City of receiving, collecting, transmitting, treating, or disposing of sewage.

SS means suspended solids that either float on the surface of, or are in suspension in sewage, and which are removable by a laboratory filtration device. The methods of determining suspended solids shall be those set forth in the latest edition of Standard Methods for the Examination of Water and Waste Water published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

ARTICLE II PROPRIETARY CAPACITY

SECTION 2.1 It is agreed between the City and the County that the City is only acting as a proprietary entity herein and not in its governmental capacity as a public utility with respect to the County, the County of Juneau, or county of Adams, or any citizens of the County of Juneau, or the citizens of the county of Adams for the purposes of this Agreement.

ARTICLE III OPERATION OF LEACHATE SYSTEM

SECTION 3.1 It is agreed that the entire Leachate Disposal System shall remain under the ownership of the City. The City will have primary responsibility for the operation and maintenance of the Leachate Disposal System. Under normal operating conditions, the County will transport leachate to the City's facility and discharge it into the Receiving Station.

SECTION 3.2 The City hereby agrees that the County shall have access to the Leachate Disposal System between the hours of 8:00 a.m. and 5:00 p.m., 5 (five) days per week (Monday thru Friday) unless otherwise agreed to in writing.

SECTION 3.3 The County shall be responsible for measuring the volume of leachate discharge into the sewage system; provided said methods of volume measurement used by the County are approved by the City. It is further agreed, that the City shall be responsible for the sampling and testing of the leachate for BOD, COD, SS, and PH. It is further agreed, that both the City and the County shall keep accurate and complete records of all leachate volumes and attendant laboratory analysis. Tests on leachate that the County is required to perform by the State are the County's responsibility and result shall be provided to the City. Any additional or confirmation testing is the responsibility of the County.

ARTICLE IV
MAINTENANCE

SECTION 4.1 It is agreed that the City shall be responsible for the maintaining of the entire Leachate Disposal System.

SECTION 4.2 It is agreed that the City shall allow the County the privilege of reasonable access to any and all portions of the Leachate Disposal System for inspection purposes upon prior notice to the City's Wastewater Treatment Operator; provided that the agreement for wastewater treatment services is in effect.

ARTICLE V
TERMS AND CONDITIONS

SECTION 5.1 That in consideration for the City allowing the County to deposit and treat leachate, the County hereby agrees to **pay the City:**

FOR YEARS OF THE CONTRACT

Volume Charge	\$11.50/1,000 Gallons
---------------	-----------------------

SECTION 5.2 Leachate Discharge to Elroy

1. Shall not exceed an average of 600/lbs./day BOD.
2. Suspended solids shall not exceed an average of 250/lbs./day.
3. Shall be in the range of 6.0 — 9.0 PH per day.
4. Shall not exceed 50 m.g./liters oil and grease per day.
5. County shall discharge no more than four (2) semi loads per day, without permission from the City of Elroy Wastewater Operator.

6. If the City or County testing discloses any pollutant material or strength in the County's leachate which would prohibit land disposal, the City may decline any further leachate until said pollutant material or strength is eliminated from the County's leachate.

SECTION 5.3 Wastewater not complying with each requirement of this Contract shall be rejected by the City and if discharged into the City's sewage system will cause a suspension of the County's right to discharge into the City's sewage system at the option of the City.

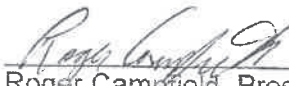
ARTICLE VI
INCORPORATION OF AGREEMENT FOR
WASTE WATER TREATMENT SERVICES

SECTION 6.1 It is expressly agreed by and between the City and the County that all the terms, conditions, and provisions as set forth apply to this Agreement and are made a part of this Agreement. The terms of the Agreement shall apply from the date it is executed until December 31, 2020.

SECTION 6.2 Upon the expiration of the term of this Agreement on December 31, 2020, or any renewal terms thereafter, this Agreement shall automatically renew for additional one-year periods unless either party to this Agreement provides written notice to the other party of its intent not to renew this Agreement, said notice to be provided at least 60 days prior to December 31, 2020, or any renewal terms thereafter. Notice should be sent to Adams County Clerk, PO Box 450, Friendship, WI 53934 or City of Elroy Administrator, 1717 Omaha Street, Elroy, WI 53929.


IN WITNESS WHEREOF, the City will cause Agreement to be executed by its Utility Commission President and City Administrator/Clerk and, directed its Administrator/Clerk to duly authorize and affix its seal hereon, and that the County has caused this Agreement to be executed in its name by its officers duly authorized to execute this Agreement as of the date indicated above.

CITY OF ELROY, WISCONSIN, by;


Roger Campfield, President
City of Elroy Utility Commission


Mark Steward Administrator/Clerk
City of Elroy

COUNTY OF Adams, WISCONSIN, by;


Barb Petrovsek, Administrator
County of Adams



PLOVER WASTEWATER UTILITY

**PO Box 37
Plover WI 54467
715 345-5259
Fax 715 345-5249**

October 24, 2018

Adams County Solids Waste
1420 Highway 21
Friendship WI 53934

RE: Leachate Discharge

The Village of Plover has an agreement to accept leachate from the Adams County landfill for treatment at the Plover Wastewater Treatment Facility. The agreement runs through May 2023.

The treatment facility has adequate capacity to accept several loads per day. There is nothing in the foreseeable future to limit acceptance of leachate.

Sincerely,

A handwritten signature in cursive script that reads "Rich Boden".

Rich Boden
Wastewater System Manager

Table 3-3
Leachate Generation - Vertical Expansion
Feasibility Report
Vertical Expansion
Adams County Sanitary Landfill



Phase	Open/Closed	Area	Annual Leachate Generation (During Operations)	Annual Leachate Generation (After Closure)	Leachate Generation (During Operations)		Leachate Generation (After Closure)	
	--	(Acres)	(in/year)	(in/year)	(gal/day)	(gal/year)	(gal/day)	(gal/year)
Phase 1	Closed	2.86	1.0	1.0	213	77,656	213	77,656
Phase 2	Partially Closed	1.49	1.0	1.0	111	40,457	111	40,457
Phase 2 (Vertical Expansion)	Partially Open	1.19	6.0	1.0	531	193,868	89	32,311
Phase 3 (Vertical Expansion)	Open	4.18	6.0	1.0	1,866	680,982	311	113,497
Phase 4 (Vertical Expansion)	Open	4.18	6.0	1.0	1,866	680,982	311	113,497
Phase 5 (Vertical Expansion)	Open	4.06	6.0	1.0	1,812	661,432	302	110,239
Phase 6 (Permitted)	Not Yet Constructed	4.02	6.0	1.0	1,794	654,916	299	109,153
Total					6,398	2,990,294	1,635	487,657
4 Day Leachate Storage Volume					25,593		30,000 Gal. Tank - Ok	

Table 3-4
Leachate Generation - Phase 6 Constructed
Feasibility Report
Vertical Expansion
Adams County Sanitary Landfill



Phase	Open/Closed	Area	Annual Leachate Generation (During Operations)	Annual Leachate Generation (After Closure)	Leachate Generation (During Operations)		Leachate Generation (After Closure)	
	--	(Acres)	(in/year)	(in/year)	(gal/day)	(gal/year)	(gal/day)	(gal/year)
Phase 1	Closed	2.86	1.0	1.0	213	77,656	213	77,656
Phase 2 (Vertical Expansion)	Closed	2.68	1.0	1.0	199	72,768	199	72,768
Phase 3 (Vertical Expansion)	Closed	4.00	1.0	1.0	298	108,610	298	108,610
Phase 4 (Vertical Expansion)	Open	4.19	6.0	1.0	1,870	682,611	312	113,769
Phase 5 (Vertical Expansion)	Open	4.06	6.0	1.0	1,812	661,432	302	110,239
Phase 6 (Permitted)	Open	4.02	6.0	1.0	1,794	654,916	299	109,153
Total					6,186	2,257,994	1,622	592,194
4 Day Leachate Storage Volume					24,745		30,000 Gal. Tank - Ok	