



MARATHON COUNTY SOLID WASTE MANAGEMENT BOARD AGENDA

Date & Time of Meeting: Monday, November 13, 2023, at 2:00 pm

Meeting Location: Large Conference Room, 210 River Drive Wausau, WI 54403, or Webex

Marathon County Mission Statement: *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)*

Mission Statement: *To provide the residents, businesses, and organizations of the region with a cost effective, comprehensive integrated waste management system. The system consists of programming, education and consulting services on waste reduction, recycling, composting and hazardous waste management, along with landfill disposal, with landfill-gas-to-energy production.*

Members: Thomas Seubert – Chair, Jean Maszk - Vice-Chair, David Baker, Kerry Brimmer, Brad Lenz, Myron Podjaski, Dennis Gonnering, Ashley Lange, Allen Drabek

Persons wishing to attend the meeting by Webex/phone may call into the **telephone conference ten (10) minutes prior to the start time indicated above using the following number:**

Phone Number: +1-408-418-9388

Access Code/Meeting Number: 2482 427 8963

Please Note: If you are prompted to provide an “Attendee Identification Number” enter the # sign. No other number is required to participate in the telephone conference.

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. **Call Meeting to Order**
2. **Public Comment**
3. **Approval of the Minutes of the October 9, 2023, Meeting**
4. **Educational Presentations / Outcome Monitoring Reports and Possible Action:**
 - A. Director/Operations Manager Report:
 - Letter of Intent submitted, Wastewater conference, WCA article, WI Counties Solid Waste Management Association open position
 - B. Regional Solid Waste Disposal Agreement with Portage County and Shawano County
 - Review and Evaluation with Foth and Mike Konecny CPA
 - C. Discussion on Solid Waste Rates and Fees
 - History review and future planning
5. **Policy Issues Discussion and Committee Determination to the County Board for its Consideration and Possible Action:**
 - A. Approve evaluation with Foth Infrastructure on the Intergovernmental Agreement between Shawano, Portage, and Marathon Counties.
6. **Next Regular Meeting Time, Location, Agenda Items and Reports to the County Board–**
Committee Members are asked to bring ideas for future discussion; next meeting December 11, 2023

7. Announcements / Requests

8. Adjournment

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 one business day before the meeting.

SIGNED /s/ 
Presiding Officer or Designee

EMAILED TO:
News Dept. at Daily Herald, TPP Printing, Marshfield News,
Midwest Radio Group, Record Review
Date: 11/06/2023 _____
Time: 3:00PM _____
By: LM _____
Date/Time/By: 11/06/2023; 3:00PM; LM

NOTICE POSTED AT COURTHOUSE:
Date: _____
Time: _____ a.m. / p.m.
By: _____

Marathon County Solid Waste Management Board 2020-2025 Strategic Goals

1. Maximize economic opportunities from landfill operations.
2. Engage Marathon County residents and businesses to divert solid waste into productive use such as but not limited to hazardous household, food, and construction and demolition.
3. Make recycling easy and understandable.
4. Shift the paradigm to alternative uses for waste.
5. Influence state policy in order to make the highest and best uses of waste resources.



MARATHON COUNTY SOLID WASTE MANAGEMENT BOARD OCTOBER 9, 2023 MINUTES

Attendance:

| | <u>Present</u> | <u>Not Present</u> |
|-------------------------|--|---------------------------|
| Thomas Seubert - Chair | X | |
| Jean Maszk – Vice Chair | X | |
| Myron Podjaski | X | |
| Kerry Brimmer | X (Left early due to Webex being disconnected) | |
| Brad Lenz | | X |
| Allen Drabek | X | |
| David Baker | X (Left early due to Webex being disconnected) | |
| Dennis Gonnering | X | |
| Ashley Lange | | X |

Also present: Dave Hagenbucher, Eric Olson, Julie Groshek – Solid Waste Department (SWD); Laurie Miskimins, Brittanie Schulz – Conservation, Planning, and Zoning (CPZ), Krist Palmer – Finance, Lance Leonhard, County Administrator

1. Call Meeting to Order

The agenda being properly signed and posted, and the presence of a quorum, the meeting was called to order at 2pm by Chair Seubert in the Large Conference Room, 210 River Drive, Wausau, WI 54403

2. Public Comment - NONE

3. Approval of the Minutes of the September 11, 2023, Meeting

ACTION: MOTION / SECOND BY DRABEK/MASZK TO APPROVE THE SEPTEMBER 11TH, 2023, MINUTES. MOTION CARRIED BY VOICE VOTE, NO DISSENT.

4. Educational Presentations / Outcome Monitoring Reports and Possible Action

A. Director/Operations Manager Report:

i. Area B Closure – Grades

Director Hagenbucher gave the committee an update on grading issues that will need to be corrected before the Area B Closure project occurs. Slopes need to be at a 4:1.

ii. Area B Leachate Hauling – Uncertainty around future leachate needs due to potential regulation changes. Hauling contractor to remain the same.

iii. Regional Solid Waste Disposal Agreement with Portage and Shawano

Solid Waste is gathering a better understanding of the regional agreement and how that might have an influence on rates and revenue across the three counties.

5. Policy Issues Discussion and Committee Determination to the County Board for its Consideration and Possible Action

A. Discussion on Solid Waste Audit and 2024 Budget

Administrator Leonhard gave an introduction to the 2024 Budget and the request to the Solid Waste Management Board regarding in-direct costs provided by County to Solid Waste.

Palmer reviewed the balance sheet, giving an overview of large items in the budget explaining where major items in the budget come from. Post Closure and Long-Term Care Cost of significance in audit values.

Director Hagenbucher gave an overview on funds that will be returned to Solid Waste over time as WDNR approves certain projects.

Discussion from members included what percentage of the gas revenue would the

County want returned to the General Fund. Administrator Leonhard said this would be a discussion on what are the long-term expenses for Solid Waste and ensure those are first covered.

What are the indirect costs to the landfill for the landfill gas to RNG system? Solid Waste is still sorting some of that out with Viridi.

Line of credit questions and costs were discussed, is there another way to get line of credit? If Solid Waste needs to borrow money there may be other opportunities to do this, and new legislation may allow a net worth option vs. getting a line of credit in the future.

6. Next Regular Meeting Time, Location, Agenda Items and Reports to the County Board

Committee Members are asked to bring ideas for future discussion; next regular meeting November 13, 2023. The location and time are to be determined.

7. Announcements / Requests

8. Adjournment

ACTION: MOTION / SECOND BY MASZK/DRABEK TO ADJOURN THE MEETING AT 3:41PM. MOTION CARRIED BY VOICE VOTE, NO DISSENT.

Respectfully submitted,
David Hagenbucher
Director- Solid Waste Department
DH:LM October 9, 2023

INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT

For Portage, Shawano, and Marathon Counties

THIS AGREEMENT, made and entered into as of the Effective Date as set forth in Section 23 below, by and between **Portage County**, a Wisconsin municipal corporation, (hereinafter referred to as "**Portage**"); **Shawano County**, a Wisconsin municipal corporation, (hereinafter referred to as "**Shawano**") and **Marathon County**, a Wisconsin municipal corporation (hereinafter referred to as "**Marathon**"). The parties, collectively, are referred to as "**the Counties**".

WHEREAS, the Counties believe that, by working together in this Intergovernmental Solid Waste Disposal Agreement ("this Agreement"), they can more effectively and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, by working together on a coordinated multi-county plan for solid waste disposal and transferring, the Counties can ensure their citizens adequate licensed capacity for solid waste disposal for the term of this Agreement as provided in Section 3; and

WHEREAS, despite this Agreement to work together for the common good of all three (3) Counties, the Counties are not merging their solid waste disposal and transferring facilities at this time; rather, each of the Counties retains autonomy in the ownership of its assets and in the negotiation of its contracts with customers;

WHEREAS, the Counties expect their cooperative efforts to generate significant savings which will benefit the respective Counties; and,

October 22, 2002

WHEREAS, the Counties are entering into this Agreement under the authority granted by Sec. 66.0301 Wis. Stats.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Counties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each County for itself, the Counties do agree as follows:

1. **Cooperative Agreement.** The Counties agree to work together to implement this plan for the transfer and disposal of solid waste. Subject to Section 9 of this Agreement, Marathon guarantees to the other two (2) Counties that it will preserve its designated capacity at its Marathon Area B landfill and its Area C expansion as called for by this Agreement, unless otherwise unanimously agreed by the Counties.

2. **Lands Subject To This Agreement.** The Marathon Area B landfill (and its Area C landfill expansion) are subject to this Agreement. The Counties agree to maintain their respective licenses and to obtain and maintain any permits contemplated by this Agreement. The lands subject to this Agreement are more particularly described in Exhibit A attached hereto and incorporated herein by reference. Further, it is understood that Portage and Shawano may, during the time that regional waste is being disposed of at Marathon, offer for sale disposal capacity at the Portage County landfill and Shawano County landfill.

3. **Term.** At such time as the Counties are prepared to begin transferring and disposing of solid waste from the other Counties, the three (3) Counties shall agree upon a date to begin transferring and disposal operations under this Agreement. Operations during calendar year 2003 shall be considered a partial year and shall be pro-rated accordingly. The full thirty-(30) year term of this Agreement shall commence January 1, 2003, and terminate

on December 31, 2032, or when Marathon County Area B and C landfills are full, whichever is sooner. The term, however, may be renewed for up to one (1) successive thirty (30)-year period. It is required that a review of the entire CDP (as defined in Section 4 below) and this Agreement be completed during the twentieth (20th) year of the initial term or ten (10) years before the Marathon County Area B and C landfill is expected to reach capacity and during the twentieth (20th) year of each renewal period. At such time, the Counties may elect by simple majority vote of the full membership of the governing body (Portage County Board of Supervisors, Shawano County Board of Supervisors, Marathon County Board of Supervisors) to renew this Agreement at the end of the thirtieth (30th) year of the original term or when Marathon County Area B and C landfills, which have a capacity of 5.0 million tons, are full, whichever is sooner, or at the end of the thirtieth (30th) year of any renewal term during which the election is made.

4. **Cooperative Disposal Plan.** The Cooperative Disposal Plan ("CDP"), attached hereto as Exhibit B, designates Marathon County to be a regional site for solid waste disposal during the term of this Agreement. While a County is designated to be the regional disposal site (or at any time that it is receiving waste from either of the other two (2) Counties), such County shall be called a "Receiving County". Transfer station and hauling costs will be borne by the respective Counties. Each County will use commercially reasonable efforts to deliver at least the waste tonnage provided in Exhibit B to the Marathon Area B landfill and its Area C companion. The waste tonnage for any County may be increased or decreased annually by agreement of all Counties.

5. **Cost Distribution.** Three (3) types of costs have been identified: transfer station and hauling costs, uncontrollable costs and disposal costs. These are more particularly described and allocated in this section.

A. **Transfer Station and Hauling Costs.** Each County is responsible for the cost of hauling its waste to the landfill designated in the CDP as the Receiving County for the year of disposal. Each County is also responsible for the costs of establishing, operating and maintaining its transfer station, if it chooses to use a transfer station.

B. **Uncontrollable Costs.** Uncontrollable Costs are those which the counties have no control over, including costs arising from regulatory mandates, annual inflationary costs up to the annual percentage increase in the Consumer Price Index, and any other costs as may be agreed to by the Counties.

C. **Disposal Costs.** The cost per ton for landfilling solid waste is based on the CDP and then annually adjusted based on budgeted costs divided by the aggregate tonnage, unless otherwise mutually agreed. Budgeted costs include all disposal-related costs. There will be a year-end reconciliation as described in Section 8 below. It is intended that the price of disposal be independent of whether the waste arrived at the Receiving County's landfill directly from the generating customer or whether it was processed through a transfer station. Notwithstanding anything contained herein to the contrary, state or federally imposed surcharges can be passed through directly without

mark-up by increasing tipping fees, and accordingly, without further approval of the other Counties.

D. Cost and Revenue Sharing. Increases in Uncontrollable Costs shall be borne as a system cost so that all Counties share pro rata. However, costs or increases in costs over which a Receiving County has control shall be borne by the respective Receiving County, unless such Receiving County obtains the agreement of the other Counties to share such costs or increases. Unforeseen revenues (including grants) related to operations shall be equitably distributed among the Counties.

6. Program Monitoring and Adjustments. Quarterly operational meetings will be held to discuss plan variances, improvements and market conditions. Annual adjustments to the costs and waste tonnages as provided in the CDP shall be made and agreed to by the respective department heads from each County by August 1 for the following calendar year, prior to submission of the departmental budget to the respective Boards. If unanimous consent cannot be negotiated, the items in dispute will be handled according to the Dispute Resolution section of this Agreement.

7. Tonnage Deviations. Each County's annual tonnages delivered may vary by ten percent (10%) from the CDP. At any time a County anticipates that its annual tonnage will exceed one hundred ten percent (110%) of the tonnage established for it in the CDP, as may be amended pursuant to Section 4 or 6, it must obtain the prior approval of the other Counties before shipment is made. To the extent its capacity permits, the Receiving County in a particular year agrees that it will accept up to one hundred ten

percent (110%) of the solid waste tonnage agreed upon by the three (3) Counties. If aggregate actual tonnage received at all Receiving County(ies) is less than ninety percent (90%) of the aggregate tonnage set forth in the CDP for a particular year, the County(ies) not delivering their tonnage set forth in the CDP will be assessed the increase in the differential unit cost as customarily computed by the Counties attributable to their tonnage shortfall. If the aggregate annual tonnage falls below ninety (90%) of the aggregate tonnage in the CDP for three (3) successive years, the Counties shall reestablish their individual designated tonnages. Any such change must be approved by all three Counties.

8. **Year-End Reconciliation.** After the end of each calendar year, a year-end reconciliation of accounts by the Counties will be prepared comparing the CDP, as described in Sections 4, 5, and 7 above, to actual operating results. The reconciliation shall begin with an examination of actual tonnage deviations from the tonnage designated in Section 4 and 7 above. The next step is to analyze actual disposal costs and make adjustments according to the actual tonnages. A reconciliation report shall be completed and distributed to the Counties.

9. **Assurance of Service.** The Receiving County agrees to provide landfill facilities and operations to the other two (2) Counties as provided in the CDP. In the event the Receiving County cannot provide such services for reasons beyond its control, it shall be responsible for making the other Counties whole at a level of service and in a manner mutually agreeable for two (2) years or until the termination of this Agreement, whichever first occurs. Whether a Receiving County's inability to provide landfill facility

services is "beyond its control" shall be determined by unanimous agreement; however, such agreement shall not be unreasonably withheld. Notwithstanding the foregoing provisions of this Section 9, the non-defaulting County(ies) shall be obligated to take reasonable steps to mitigate its/their damages.

10. **Monthly Invoices.** Monthly invoices will be issued by the Receiving County based on actual tonnage delivered and the costs per ton as set forth in Section 5 above.

11. **Special Wastes.** For purposes of this CDP, "special waste" is defined as any waste from a commercial or industrial activity, other than municipal solid waste and construction/demolition waste. Special wastes currently being accepted by any of the three Counties are expected to be accepted at the Receiving County provided that proper documentation is submitted (by the County(ies) currently accepting such waste) to the Receiving County within three (3) months of the Effective Date of this Agreement. The Receiving County has the responsibility for obtaining any applicable Wisconsin Department of Natural Resources (WDNR) approval within six (6) months of receiving the proper documentation for any special waste for which the Receiving County is not already approved. If the Receiving County cannot get WDNR approval within such period, the Receiving County shall, within thirty (30) days, notify the potential shipping county that the Receiving County cannot get WDNR approval. The landfilling of special wastes, as defined above, not currently being accepted by one of the Counties, requires the unanimous approval of all three Counties, subject to all applicable WDNR rules, before such waste can be shipped to a Receiving County.

12. **Alternate Daily Cover.** All three Counties shall work together to maximize the use of alternate daily cover to conserve air space.

13. **Capacity Update.** Every year by February 1, the Receiving County shall submit to the other two (2) Counties an updated, written statement of its remaining licensed capacity as of December 31 of the previous year.

14. **Local Rules.** Each County and any third (3rd) party agent of such County shall abide by all applicable laws, regulations, codes and local rules for disposal of solid waste at the Receiving County. Each County and any third (3rd) party agent of such County shall abide by the applicable local rules and ordinances relating to the hauling of solid waste in, or through, any one (1) or more of the Counties.

15. **No Merger.** The assets of each County remain the separate assets of the respective Counties since there is no merger of the Counties' landfills or governing boards. Closure and Long Term Care Funds, as well as contingency and reserve funds, remain the separate assets of the respective Counties. Additional programs not specifically listed in this Agreement, including but not limited to household hazardous waste, recycling, landfill gas to energy, and composting, remain the separate programs of the respective Counties and are not subject to the terms of this Agreement. The liabilities of each County, including but not limited to long term debt, the Marathon Area A landfill, the Shawano landfill, and the Portage landfills, remain separate to the extent permitted by law for separate entities. Each County is responsible for compliance with, and the costs of, its local operating agreement.

16. **Indemnification.** Shawano and Portage Counties (in their respective capacity as non-receiving counties) agree at all times during the term of this Agreement (including any partial year of operation in calendar year 2003, as well as during any renewed or extended term) to indemnify, save harmless and defend Marathon County, (in its capacity as Receiving County) its boards, officers, employees and representatives (Indemnified Parties) against any and all liability, losses, damages, costs or expenses, which the Indemnified Parties may sustain, incur or be required to pay by reason of any cause of action, including actions for bodily or personal injury, property damage, arising out of any negligent act or omission by Shawano or Portage County or their respective subcontractors in connection with, or incidental to, the delivery of solid waste materials to Marathon County. However, the provisions of this Section 16 shall not apply to liabilities, losses, charges costs or expenses caused solely by, or resulting solely from, the acts or omissions of the Indemnified Parties. Notwithstanding anything to the contrary in this Section 16, the Counties are not waiving any procedures required by, nor any rights the Counties may have under, Section 893.80, Wisconsin Statutes.

Each County (Indemnifying County) agrees to indemnify, save harmless and defend the other Counties, their respective boards, officers, employees and representatives against any and all liability, losses, damages, costs or expenses imposed under any federal, state or local law intended to protect human health or the environment and arising from the disposal of any waste collected in the Indemnifying County by such County or any subcontractor of such County during the term of this Agreement (including any partial year of operation in calendar year 2003, as well as during any renewed or extended term).

17. **Dispute Resolution.** If a dispute related to this Agreement arises, the Counties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the Counties, and if all Counties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes shall be followed. If the Counties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the Counties agree that the dispute shall be submitted to alternate dispute resolution pursuant to Sec. 802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this Agreement, the Counties shall continue to perform according to the terms and conditions of this Agreement during the pendency of any litigation or other dispute resolution proceeding. The Counties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding.

18. **Dissolution.** Dissolution of this Agreement is automatic at December 31, 2032, or when Marathon County Area B and C landfills have accepted 5.0 million tons according to the CDP, whichever occurs sooner, unless this Agreement is renewed pursuant to Section 3. Any County which does not renew shall be required to pay each Receiving County to which it had been sending solid waste (or to which it was scheduled to send solid waste under the terms of this Agreement) its pro-rata share of the undepreciated cost of any improvements, other than siting and associated cell construction, made by such Receiving County after the Effective Date of this Agreement.

19. **Notices.** Any notices or reports required or permitted to be given pursuant to the terms of this Intergovernmental Agreement shall be deemed delivered as of the date of the postmark if deposited in the United States Mail, first class postage attached, addressed to the Counties' addresses as set forth below. It shall be the duty of a County changing its address(es) to notify the other Counties in writing within a reasonable time.

Notices to Marathon County shall be sent to:

Marathon County Director of Solid Waste
18500 East Highway 29
Ringle, Wisconsin 54471

with copy to:

Marathon County Corporation Counsel
500 Forest Street
Wausau, Wisconsin 54403

Notices to Portage County shall be sent to:

Portage County Administrator of Solid Waste
600 Moore Road
Plover, Wisconsin 54467

with copy to:

Portage County Corporation Counsel
1516 Church Street
Stevens Point, Wisconsin 54481

Notice to Shawano County shall be sent to:

Director of Planning and Development
Shawano County Solid Waste Management Board
311 North Main Street
Shawano, Wisconsin 54166

with copy to:

Shawano County Corporation Counsel
311 North Main Street
Shawano, Wisconsin 54166

20. **Entire Agreement.** The entire Agreement of the Counties (including the attached Exhibits A and B) is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Counties relating to the subject matter hereof.

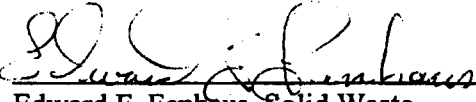
21. **Governing Law.** This Agreement is entered into, and shall be construed in accordance with the laws of the State of Wisconsin.

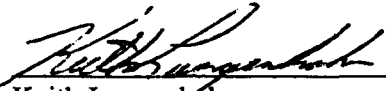
22. **Severability.** If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable (and such determination is non-appealable), this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.

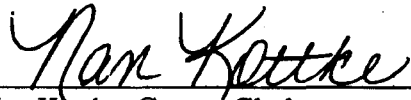
23. **Effective Date.** This Agreement shall be effective and binding on the Counties hereto when adopted by the governing body and executed on behalf of such County by the last of the three (3) Counties to so execute this Agreement.

IN WITNESS WHEREOF, the Counties have duly adopted a resolution approving this Agreement and have authorized their respective officers to execute this Agreement on behalf of the County as set forth below.

MARATHON COUNTY

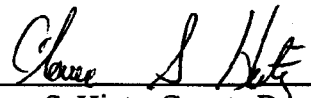
Date: _____ By: 
Edward F. Fenhaus, Solid Waste
Management Board Chairman

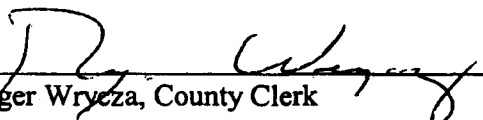
Date: _____ By: 
Keith Langerhahn
County Board Chairman

Date: _____ By: 
Nan Kottke, County Clerk

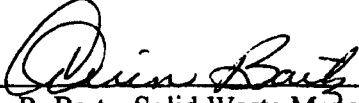
PORTAGE COUNTY

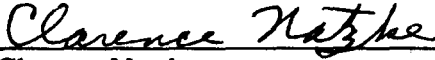
Date: 1/27/2003 By: 
Jeanne Dodge, Solid Waste Management
Board Chair

Date: 1/27/2003 By: 
Clarence S. Hintz, County Board Chairman

Date: 1/27/2003 By: 
Roger Wryeza, County Clerk

SHAWANO COUNTY

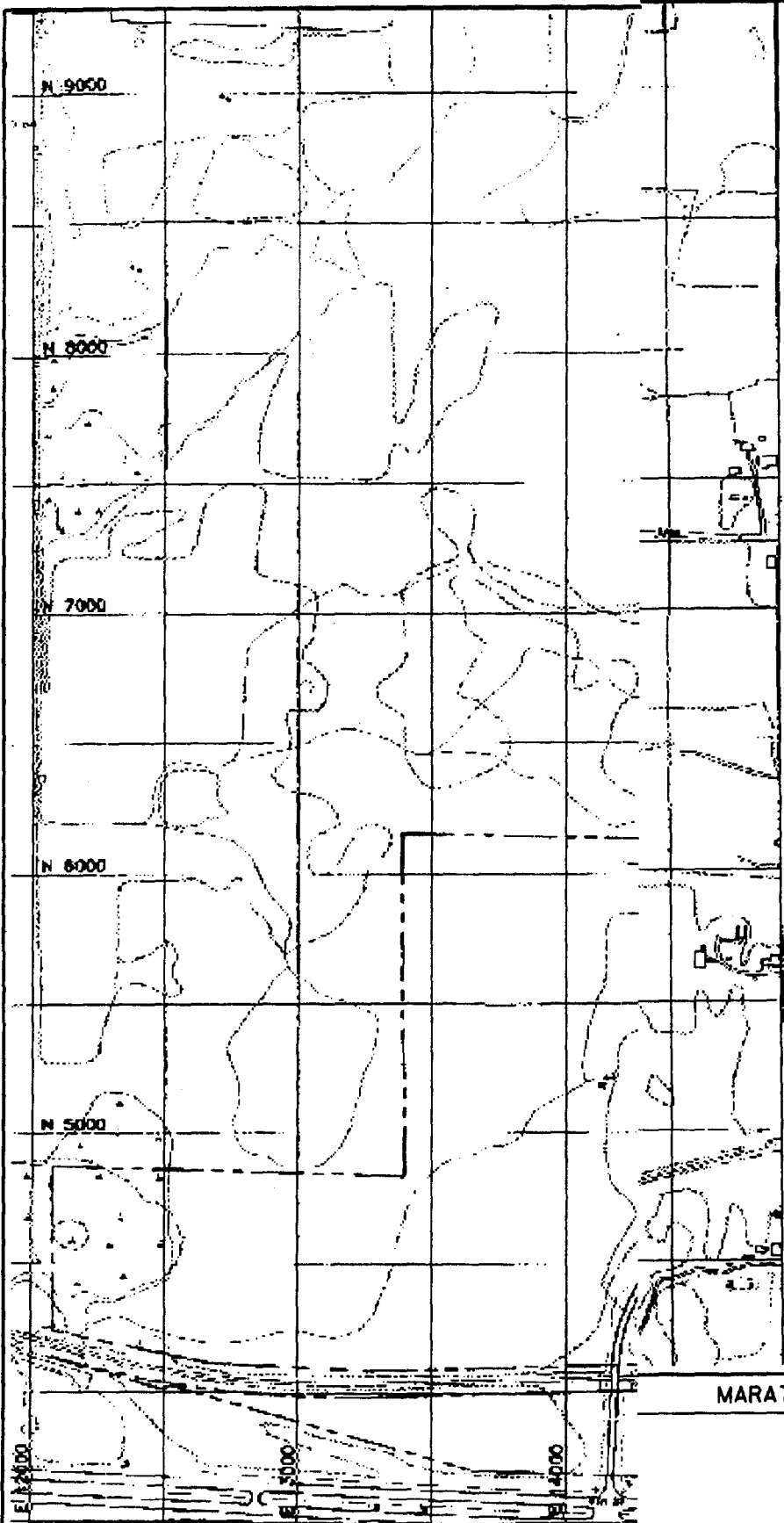
Date: 11-21-02 By: 
Alvin R. Bartz, Solid Waste Management
Board Chairman

Date: 11-20-02 By: 
Clarence Natzke
County Board Chairman

Date: 11-20-02 By: 
Rosemary Bohm, County Clerk

October 22, 2002

EXHIBIT A



LEGEND

- L.R.-L- ELEV. OUTLINE
- L.R.-L- ELEV. NEAR DRA LEVELS/BOY
- TRAILLINE
- PROPERTY LINE
- FIRST WELLS
- △ WET AREA
- WF WATER ELEVATION (8/78/94)
- W.O.W. WECTED OBSERVATION WELL
- W.O.W. OBSERVATION WELL
- SWITCHHOLE
- PRIVATE WELL
- GAS METER/PROB
- DEPRESSION
- ACCESS TRAIL
- AREA OF LANDFILL (LIMITS OF FILL)
- + H.W. HD. GRID LINES
- POWER POLE OR OBJECT
- TOWER
- UTILITY LINE-CABLE
- LAMP/ADDRESS MARK
- WATER WELLS
- LIMITS OF CLAY AREA (U)
- MAY BUILT SILT FENCE

NOTES
 BASE MAP FROM AERIAL PHOTOGRAPHIC CORRELATION, SURVEY TO DETERMINE 3. DIPA. STATION WATER LEVELS GROWN MUST BE NOVEMBER 3, 1999.
 LOCATED IN TOWN 15E, SECTION 24, TOWN OF MARSH, MARATHON COUNTY, WISCONSIN.
 ALL SURROUNDING LAND USE: AGRICULTURAL, RESIDENTIAL.

NO SOFT FLOODPLAIN DOWNGRADES IN THIS AREA.

NOTE:
 REFERENCE BECHER-HOPPE ASSOCIATES SHEET 3 OF PROJECT 2001.150.22 DATED JUNE, 2002

MARATHON COUNTY LANDFILL

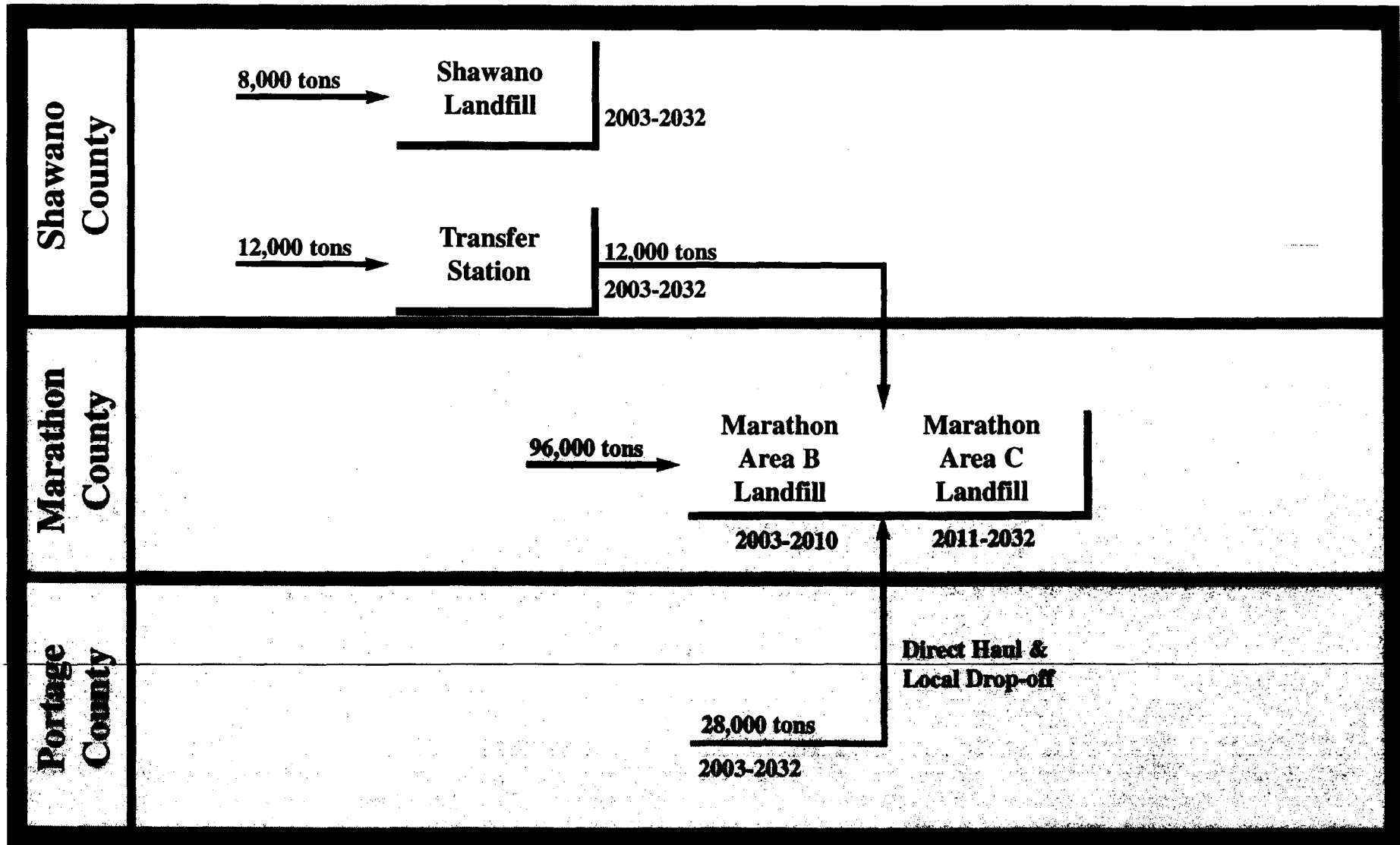
EXHIBIT A

| | |
|------------------------------|----------------------|
| Scale: 0 300' 600' | Date: SEPTEMBER 2002 |
| Prepared By: Foth & Van Dyke | By: JOW 02M008 |

October 22, 2002

EXHIBIT B

SMP Cooperative Disposal Plan Exhibit B

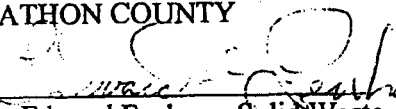


Term Addendum to Intergovernmental Solid Waste Disposal Agreement
For Portage, Shawano, and Marathon Counties

Term. The agreement provides that the term commences "the Counties are prepared to begin transferring and disposing of solid waste from the other counties, the three (3) Counties shall agree upon a date to begin transferring and disposal operations under this Agreement..." Portage County will be prepared to begin transferring and disposing of solid waste at the Marathon County landfill no later than Jan. 1, 2007 pursuant to the Agreement. In the event that Portage County will be prepared to begin such transfer during a year prior to the year 2007, operations will begin at such earlier year. All costs for Portage County as determined by the Cooperative Disposal Plan shall begin the year such transfer commences as set forth in the agreement, but no later than the year 2007.

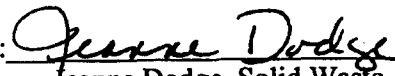
MARATHON COUNTY

Date: 01-13-03

By: 
Edward Fenhaus, Solid Waste
Management Board Chair

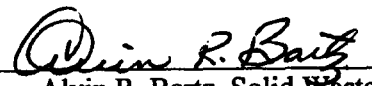
PORTAGE COUNTY

Date: 12-26-02

By: 
Jeanne Dodge, Solid Waste
Management Board Chair

SHAWANO COUNTY

Date: 01-02-03

By: 
Alvin R. Bartz, Solid Waste
Management Board Chair



**AGREEMENT FOR SERVICES
WORK ORDER No. 23-02**

Project Title: Shawano, Marathon, Portage County Regional Planning **FOTH Project Number:** 23M153.10
CLIENT Project Number: _____
(If applicable)

This Work Order (in addition to and subject to the conditions contained in the Master Agreement for Services dated **August 29, 2023**), (hereinafter "Work Order"), is made and entered into this **27th** day of **October, 2023**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Marathon County Solid Waste Department**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

Client: Marathon County Solid Waste Department
Address: 172900 State Highway 29, Ringle, WI 54471
Phone No: 715 551-5864 **Email Address:** David.Hagenbucher@co.marathon.wi.us

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Shawano, Marathon, and Portage Counties (SMP) currently have an intergovernmental solid waste agreement that creates a regional cooperative landfill plan that has been in place since approximately 2003. Currently, the SMP group has requested Foth assist with evaluating the intergovernmental agreement to help understand how the agreement is functioning and other observations regarding the status of each County’s solid waste operation. The first step will be to review the historic tonnage and costs to understand the accounting process used under the agreement and how the cooperative landfill plan has been implemented.

The scope of work will be achieved through monthly SMP meetings starting in November 2023 and extending to June 2024. The project team will include engineering, as well as financial/accounting support. Chris Anderson, P.E. and Sara Beine, P.E. will be leading the Foth engineering team and Mike Konecny, CPA will be subcontracted with Foth for financial planning expertise on this project. The scope of work will include:

1. **Project Management and Monthly Meetings** – This task includes general project and administrative activities including internal/external tasks such as invoicing preparation and review, phone calls, project quality and project management. This task also includes time for six (6) monthly meetings between the client and the Foth team (4 staff) to work through the evaluation activities and tasks. Foth will prepare agendas, facilitate the meetings, and establish meeting notes to capture the discussion and decisions for each of the meetings. The meetings are assumed to happen either in-person at Foth’s Green Bay office or virtually requiring no travel time for the Foth team.
2. **Evaluation of the Existing SMP Agreement** – Foth will complete an evaluation of the intergovernmental agreement to help understand how the agreement conditions have been implemented and other observations regarding the status of each County’s solid waste operation. This includes time for Mike K. to travel to each of the SMP counties to meet with appropriate County staff to review financial statements and information to gain and understanding. The tasks associated with this evaluation include:
 - Gather data and set project goals with the SMP Directors (meeting 1 and 2)
 - Conduct an accounting review of last 3-years of financial data (meeting 3)
 - Evaluate the SMP regional program, identify crucial factors/conditions (meeting 4)
 - Prepare a DRAFT memo summarizing the financial data and SMP observations (meeting 5)
 - Finalize memo and prepare a scope of work for next steps (meeting 6)

This project will be completed on behalf of each of the SMP members. Foth currently has master service agreements with Shawano, Portage, and Marathon Counties and intends to invoice each of the Counties separately under three work orders for one-third of the costs of the project. This will allow the SMP evaluation costs to be shared equitably.

The Foth team intends to complete this scope of work on a time and materials (T&M) basis using standard contract rates for team members that have previously set with each of the clients. Although a specific cost estimate and schedule has been given for each of the scope of work items listed, there is some uncertainty of the level of effort required depending on the client response to evaluation. The Foth team will provide a project cost update every month versus the budget and the SMP group will be notified of any scope change or added services prior to proceeding.

The SMP directors agreed to focus on this initial agreement evaluation as part of a larger regional planning process. Any discussions about the future costs/plans and/or recycling/resource recovery/alternative technologies will be set aside for now.

The SMP directors have also agreed to openly share appropriate financial records and other data necessary to facilitate this review. It agreed that the planning process would be confidential and that the SMP directors will function as the primary decision makers through the project.

| Schedule: Services shall be performed according to the following schedule: | | | |
|---|--|------------------------|------------------|
| | Phase | Schedule | Total |
| 1. | Project Management and Monthly Meetings | 11/1/2023 to 6/30/2024 | \$ 9,200 |
| 2. | Evaluation of the Existing SMP Agreement | 11/1/2023 to 6/30/2024 | \$ 12,300 |
| Total | | | \$ 21,500 |

Note: The costs presented above are Marathon County's portion of the total project costs.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$.00

Unit Cost/Time Charges (special rates) with a total amount not-to-exceed

Unit Cost/Time Charges (Standard Rates) for an estimated cost of **\$21,500.00**

Other as stated here:

Special Conditions (if any):

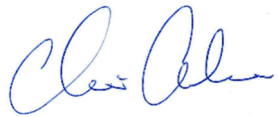
Entire Agreement: This Work Order, along with other approved project-specific Work Orders, together with and subject to the Master Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Work Order may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____
 Name (printed): David Hagenbucher
 Title: Director
 Date: _____

Signed: 
 Name (printed): Christopher A. Anderson
 Title: Senior Client Manager
 Date: 10/18/2023

Signed: Carrie L. Voskuil
Name (printed): Carrie L. Voskuil
Title: Senior Contracts Manager
Date: 10/18/2023

Marathon County Solid Waste

Rates, Fees, and Funding Sources



David Hagenbucher

Solid Waste Director



History of Solid Waste in Marathon County

- Until 1980s most municipalities had “dumps”
- Solid Waste Disposal Act of 1965, Resource Recovery Act of 1970, Resource Conservation & Recovery Act of 1976
- Today there are **36 municipal solid waste landfills** in WI
- **Half** are owned/operated by local governments
- Most are self-supporting enterprise funds - use no tax dollars
- Businesses within government and must compete for business

Solid Waste Facility - 1979



Not a mandated program

Counties are not mandated to directly provide Solid Waste management and recycling services; however, counties are permitted to engage in these activities, which can provide **substantial benefits to local municipalities and residents**. Should a county elect to provide said services it becomes subject to numerous state and federal regulations (e.g., air permit, solid waste permit, wetland management, engineering, gas management, and groundwater testing).

Marathon County started its Solid Waste program in 1979

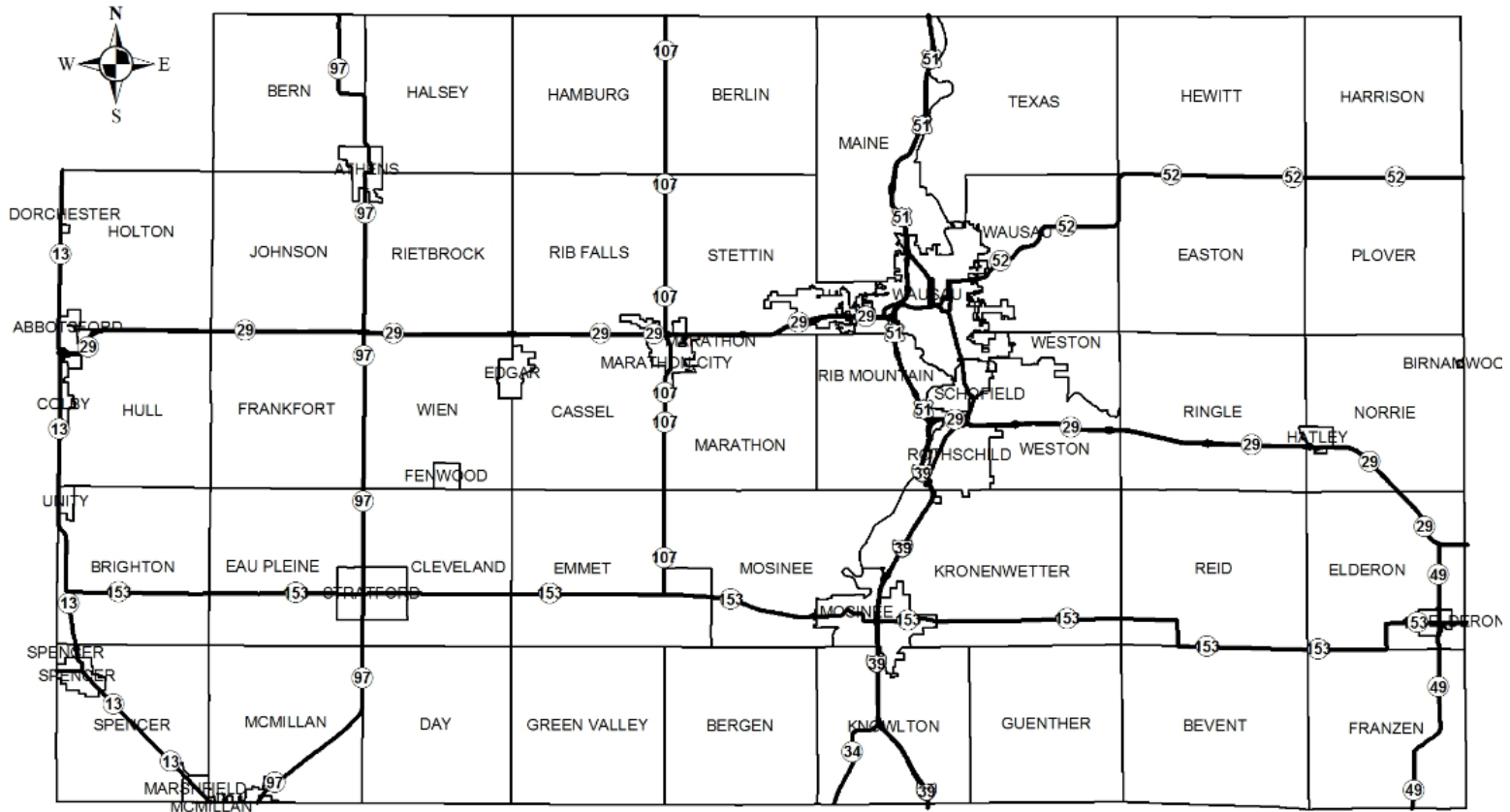


A Community Resource

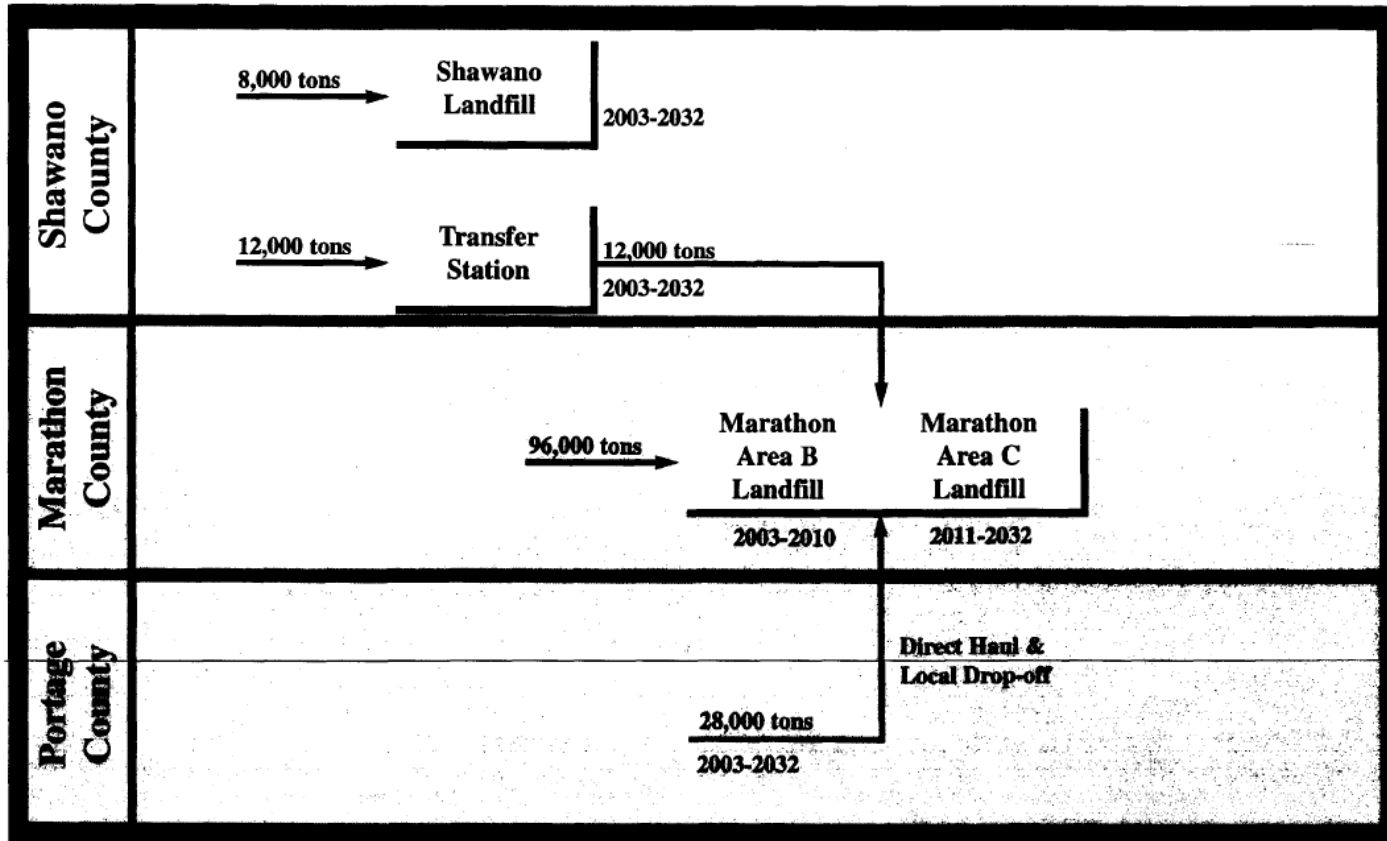
- To provide the residents, businesses and organizations of the region with a cost-effective, comprehensive integrated waste management system
- Provide value added services – HHW, Medication Dropbox, Recycling Services, Sharps Collections
- Assist local municipalities – Contract with Towns and Villages
- A “check” on the private sector (some of our best customers)
- Rate stabilization – protecting our taxpayers from unnecessary increases

Who are we charging?

MARATHON COUNTY WI MUNICIPALITIES



SMP Cooperative Disposal Plan Exhibit B



Who are we charging?



Advanced Disposal
5509 Fuller St.
Schofield, WI
715-359-6637



B&B Containers, LLC
380 Rusch Rd
Antigo, WI
715-623-3454



Black Knight
Dumpsters, LLC
Weston / Wausau /
Schofield Areas
715-348-2586



Evergreen Disposal
Wausau Area &
Eastern Marathon
715-370-0776



GFL Environmental
1372 State Hwy 34
Mosinee, WI
715-803-2525



Harter's
W17620 CTY Rd Q
Wittenberg, WI
715-253-2619



IDEAL Dumpster
Service LLC
C2228 State
Highway 153



Tito's Recycling Site
480 Western Rd.
Schofield, WI
715-359-4687



Trash Titans
Wausau, WI
info@trashtitans.net
715-506-5865




Waste Management
5509 Fuller St.
Schofield WI
715-359-6637



Solid Waste Rates & Fees

- Wisconsin Statute 59.70(2) gives authority to counties to charge fees for services and appropriate funds
- Fees set by Solid Waste Management Board and Department Staff – annually
- Selling airspace/landfill disposal is the primary revenue generating program

| Marathon County Solid Waste Department Rates & Fees | |  | |
|--|--------|---|--|
| ALL RATES & FEES SUBJECT TO CHANGE WITHOUT NOTICE | | As of 02-28-2023 | |
| 172900 STATE HWY 29, RINGLE, WI 54471 | | www.marathoncountysolidwaste.org | |
| LANDFILL DISPOSAL / General Wastes / Furniture-Mattresses / / Mixed Construction & Demolition / / Bathroom Fixtures / Tree Stumps / | | PAYMENT OPTIONS / Cash / Check / / Credit or Debit Cards / (VISA, Discover, MC, Amer. Express) | |
| For questions about: Special Wastes, Contaminated Soils, Asbestos, and/or Animal Carcasses, please call: Scale Office: 715-446-3101 x103 SW Dept. Director: 715-551-5864 Operations Mngr: 715-297-0429 | | HOURS NEW! Monday - Friday 7am - 3 pm! Sat. (April - Nov.) 8 - 11:30am CLOSED: Sunday, Holidays, & Saturday (Dec.-March) | |
| Minimum Fees Loads ≤ 1,000 lbs. Car / SUV / light truck \$35 Trailer-full, only \$45 Vehicle with trailer \$55 Public Gate Rate Loads > 1,000 lbs. Per Ton (prorated): \$56 | | Solid Waste & Recycling Information Line 715-344-8198 | |
| RECYCLING | | | |
| APPLIANCES | | EACH, or as listed | CONSTRUCTION & DEMOLITION |
| / Boilers / Dishwasher / Dryer / Furnace / Garbage disposal / Microwave / Oven / Stove / Trash compactor / Washer / Water heater / | | \$25 | Concrete Per Ton: \$20 Shingles Per Ton: \$40 |
| APPLIANCES w/ FREON | | \$35 | ELECTRONICS |
| / Air conditioner / Dehumidifier / Freezer / Refrigerator / Water cooler / | | | MISC: computers/CPU/laptop/fax/monitor/scanner \$25 Television: portable -32" or less \$30 Television: portable larger than 32" \$40 Television: console \$50 Copiers: desktop \$40 LRG. various: commercial printers & gaming units \$40 SML. various: VCR, gaming unit, tablets \$20 |
| AUTOMOTIVE | | | LIGHT BULBS / MISCELLANEOUS |
| Tire: Light truck/automotive | \$12 | | Non-PCB Ballast N/C PCB Ballast \$10 Fluorescent lighting (CFL) \$0.75 Fluorescent lighting (4' tubes, circular, u-shaped) \$0.75 Fluorescent lighting (over 4-foot) \$1.50 HID/Sodium \$2.00 LED \$3 Scrap Metals, including Propane tanks (empty) N/C Yard materials / small brush Per Ton: \$25.00 |
| Tire: Semi-truck/trailer | \$35 | | |
| Tire: Tractor/heavy equipment | \$45 | | |
| Used Motor oil | N/C | | |
| Used Oil filter | \$0.75 | | |
| Antifreeze Per Pound: | \$0.25 | | |
| BATTERIES: MUST BE SORTED BY TYPES, & SIZES! | | \$2 | |
| Lead-Acid / Ni-Cad / Ni-Mh Per Pound: | | | |
| Alkaline (household) | N/C | | |
| Lithium (Li-Ion) Per Pound: | \$5 | | |
| Addl. Sorting Fee Per Pound: | \$1 | | |
| Addl. Taping Fee* Per Pound: | \$1 | | |
| * Terminals/ends MUST be taped for these battery types: Ni-Cad / Ni-MH / Lithium | | | |
| Home Composter™ compost bin: \$55 Stainless-steel Kitchen Katcher compost pail: \$25 Call the Info. Line at 715-344-8198! | | | MIXED RECYCLABLES |
| | | | / Cardboard / Newspaper / Magazines / Mixed paper / / Aluminum & Steel cans / Plastic & Glass bottles or jars / |
| | | | Car load \$10 Truck load \$15 Truck/trailer load \$25 |



What is the revenue paying for?

- Administration and Management
- Disposal Operations and Equipment
- Expansion and Closure Construction
- Financial Responsibilities WDNR
- Engineering and Planning
- Environmental Pollution Control
- Environmental Regulatory Compliance
- Equipment Maintenance
- Finance and Accounting
- Recycling and Diversion
- Scale Operations
- Site Maintenance and Management
- Education Marketing and Outreach
- 11 FTE Staff and 4 LTE Staff



Expansions and Closures

- Expansion 2013 \$3.2 million
- Expansion 2016 \$2.5 million
- Expansion 2019 \$2.2 million
- Expansion 2022 \$2.6 million
- Closure 2023 \$3 million
- Closure 2024 \$5.7 million



Per Ton Waste Rates - 2023

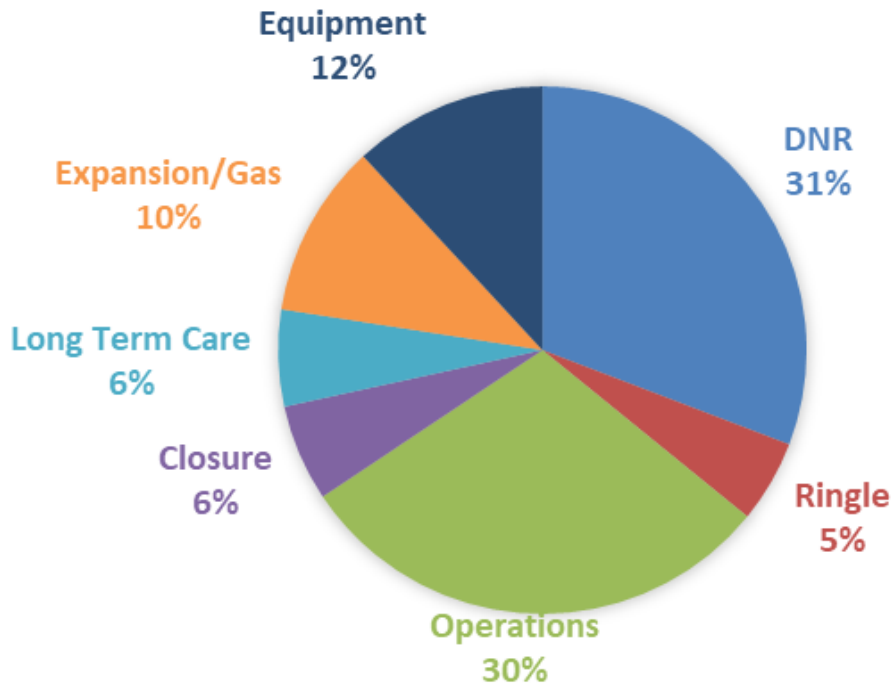
| | | |
|----------------------|---------|-------|
| • Gate | \$56.00 | (11%) |
| • Government Rate | \$40.00 | (68%) |
| • Contract Accounts | \$42.36 | (18%) |
| • Out of County Rate | \$42.36 | (3%) |

Total 190,000 Tons Per Year

| Category | Rate | Tons | Percent | Totals |
|---------------|----------|-----------------|---------|--------------------------|
| Gate | \$ 56.00 | 20,000 | 11 | \$ 1,120,000.00 |
| Contract | \$ 42.36 | 35,000 | 18 | \$ 1,482,600.00 |
| Municipal | \$ 40.00 | 130,000 | 68 | \$ 5,200,000.00 |
| Out of County | \$ 42.36 | 5,000 | 3 | \$ 211,800.00 |
| | | 190,000 | 100 | \$ 8,014,400.00 |
| | | | | |
| DNR | \$ 13.00 | \$ 2,470,000.00 | | |
| Ringle | \$ 2.13 | \$ 404,700.00 | | Estimated Revenue |
| | | \$ 2,874,700.00 | | \$ 5,139,700.00 |

Tipping Fee Breakdown

TIPPING FEE BREAKDOWN



| Tipping Fee \$42.18 | |
|---------------------|-----------------|
| DNR | 13 |
| Ringle | 2.13 |
| Operations | 12.55 |
| Closure | 2.5 |
| Long Term Care | 2.5 |
| Expansion/Gas | 4.5 |
| Equipment | 5 |
| TOTAL | \$ 42.18 |

Approximately 190,000 tons per year

Budgeted Costs/Tons = Tipping Fee

How are Rates Determined?

- The basis for all current pricing at the Marathon County Solid Waste Department stems from the **2003 Intergovernmental Solid Waste Agreement**. This agreement established Marathon County as the regional landfill for Marathon, Portage and Shawano counties. The thirty (30) year agreement sets minimum tonnage expectations for all three counties. **It also set disposal rates for Marathon, Portage and Shawano counties. The calculus for the rates were developed by Foth and Van Dyke (now Foth Environmental) and adopted by all three county boards.** The partner counties, at the time of the signing, paid significantly less than Marathon County municipalities.
- **In early 2007, the larger Marathon County municipalities (Wausau, Weston, Rothschild, Mosinee, Schofield, Marathon, Kronenwetter and Rib Mountain) evaluated moving their waste from the MCSW to Veolia's Cranberry Creek Landfill in Wisconsin Rapids.** That firm was offering a reduced rate for Marathon County municipalities and desired capturing the market. In order to avoid the departure of these municipalities and the loss of well over 40,000 ton, and to ensure the County met its minimum tonnage under the Intergovernmental Agreement, a Marathon County Municipal Disposal Rate was developed.

SHAWANO, PORTAGE, MARATHON AGREEMENT

C. **Disposal Costs.** The cost per ton for landfilling solid waste is based on the CDP and then annually adjusted based on budgeted costs divided by the aggregate tonnage, unless otherwise mutually agreed. Budgeted costs include all disposal-related costs. There will be a year-end reconciliation as described in Section 8 below. It is intended that the price of disposal be independent of whether the waste arrived at the Receiving County's landfill directly from the generating customer or whether it was processed through a transfer station. Notwithstanding anything contained herein to the contrary, state or federally imposed surcharges can be passed through directly without mark-up by increasing tipping fees, and accordingly, without further approval of the other Counties.

Securing publicly-owned facilities

- During the 1990s - New RCRA requirements added significant financial burdens
- Government Solid Waste began “regionalizing”
 - Brown, Outagamie & Winnebago counties
 - Marathon, Portage & Shawano counties
- Economy of scale—distribute fixed and variable costs over greater tonnage
- Long term (30 year) agreements with preferred pricing
- In 2007 – All of Wausau was going to Cranberry Creek Landfill in WI Rapids

Securing Waste - Municipal Contracts

- The 2022 tipping rate for municipal solid waste offered by the Marathon County Solid Waste Department to the __Town/Village/City__ is \$_____ per ton. This rate will be adjusted to reflect any new state or federal taxes or fees and will be implemented on the date indicated in statute. Additionally, the above noted rate will be **adjusted annually to reflect any increases in inflation.** The inflationary standard shall be the Chained-Consumer Product Index (C-CPI) and shall be reported to the municipality on or before the first day of September and shall take effect on the first day of January of the subsequent year.

Mergers and Buyouts

- Deluxe to Onyx to Advanced to GFL or WM
 - Industry is constantly changing
- 2019 GFL buys out Express Disposal
 - 25,000 tons lost from western region
- 2020 Republic bought out Eagle Waste and Recycling
 - 10,000 tons lost from northern region
- 2021 WM buys out Advanced Disposal and Cranberry Creek LF
 - 8,000 tons lost from central region

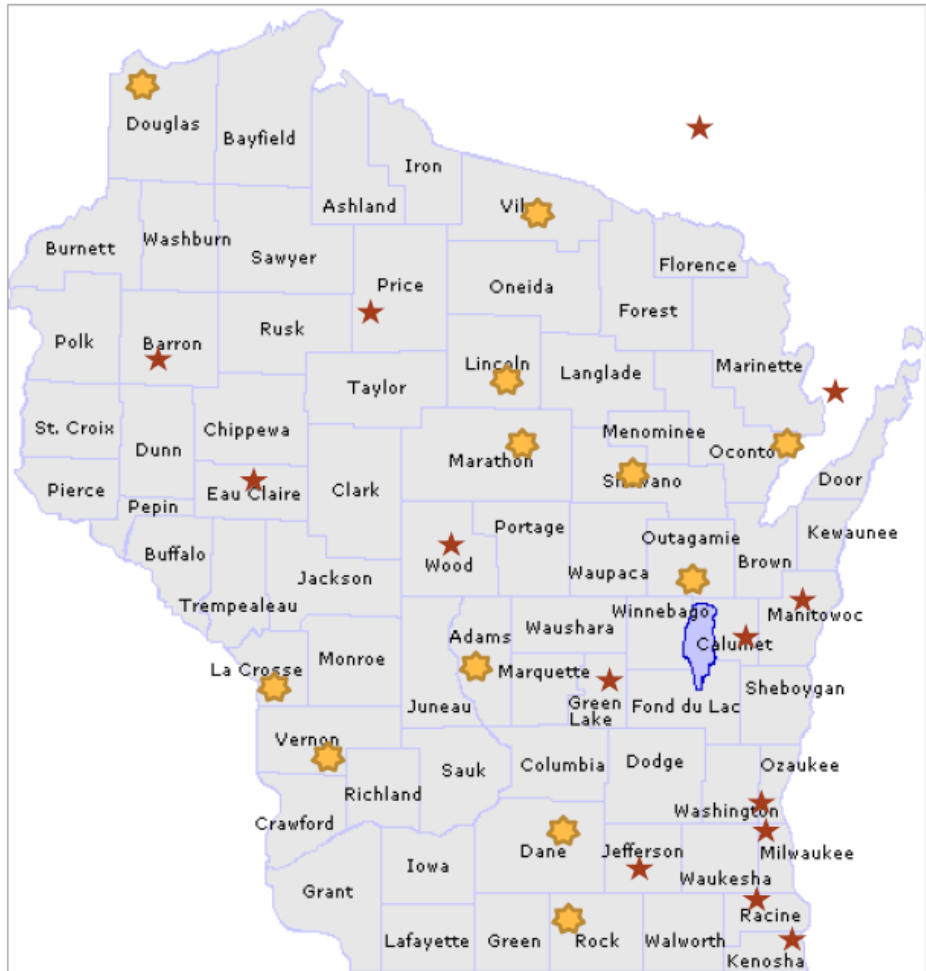
Why we are competitive?

- We could lose up to half our tonnage
- Industry could direct all waste to MI where the state fee \$0.60/ton
- Competition could massively underbid for municipal waste
- Municipalities may have no other choice but to take low bid
- Force MCSWD per ton costs to escalate and lose tonnage
- Could drive MCSWD from market

How Solid Waste Competes

- Value Added Services
 - Dropbox, HHW, Sharps, Electronics, street sweeping, recycling, education, composting, diversion efforts.
- “Regionalizing” using private business principles
- Marathon, Portage & Shawano
 - Contractual Obligation to 2032
- Economy of scale - distribute fixed and variable costs over greater tonnage





Private sector landfill



Public sector landfill



Where would the waste go?



Future Financial Needs

- Operations – Fuel, Engineering, and Leachate
- Capital Projects – Equipment, Expansions and Closures
- Owner Financial Responsibility for WDNR Closure and LTC



5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

| Program Year | Project | Description of Project | Estimated Cost |
|--------------|-----------------------|--|----------------|
| 2024 | Area B Closure | Installation of cap on 24 acres of landfill | \$5,280,491 |
| 2024 | Gas Wells | Installation of vertical and horizontal gas wells and liquids pumping equipment. | \$300,000 |
| 2024 | Refuse Compactor | Procurement of landfill refuse compactor (refurbished unit preferred over brand new) | \$1,000,000 |
| 2025 | Phase 6 liner | Construction of 11.12 acres of landfill liner | \$6,000,000 |
| 2025 | Gas well installation | Install vertical wells and connect via expanded header system | \$300,000 |
| 2025 | Wastewater Treatment | Onsite wastewater treatment facility to remove or destroy PFAs compounds. | \$5,000,000 |
| 2025 | Landfill Dozer | Procurement of landfill bulldozer for site operations | \$500,000 |
| 2026 | BRRDF Phase B Closure | Closure of Phase B on Bluebird Ridge – 8.78 Acres | \$2,500,000 |
| 2027 | Gas Well Installation | Install vertical and horizontal gas wells and expand header | \$300,000 |
| 2028 | Phase 7 liner | Construction of 11.15 acres of landfill liner | \$7,000,000 |
| 2028 | Refuse Compactor | Procurement of landfill refuse compactor (refurbished unit preferred over brand new) | \$1,000,000 |
| 2028 | Gas well Installation | Install vertical wells. Header system. Pumping equipment. | \$300,000 |

Remaining Capacity



Reducing Leachate Disposal Costs



Future Opportunities

- Renewable Natural Gas
 - Gas Royalty
- Significant Capital Expenses
 - Cell Expansions – Fuel driven
 - Equipment Procurement
- Future Considerations
 - PFAs Treatment
- Top 3 Operational Expenses
 - Leachate Disposal
 - Diesel Fuel
 - Planning and Engineering

