



## MARATHON COUNTY SOLID WASTE MANAGEMENT BOARD AGENDA

**Date & Time of Meeting:** Monday, January 8<sup>th</sup>, 2024, 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: 2495 718 4126**

**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 December 11<sup>th</sup>, 2023, Meeting**
4. **Educational Presentations / Outcome Monitoring Reports and Possible Action:**
  - A. Director/Operations Manager Report
    1. Safety Audit
    2. Director Work Plan 2024
    3. Bomag Waste Compactor – Rebuilt Engine Warranty and Status
    4. House/Barn owned by MCSW on east side of property.
5. **Policy Issues Discussion and Committee Determination to the County Board for its Consideration and Possible Action:**
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 February 12<sup>th</sup>, 2024.
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

NOTICE POSTED AT COURTHOUSE:

EMAILED TO:  
News Dept. at Daily Herald, TPP Printing, Marshfield News,  
Midwest Radio Group, Record Review  
Date: 01/04/2024 \_\_\_\_\_  
Time: 12:00pm \_\_\_\_\_  
By: BNS/LM \_\_\_\_\_  
Date/Time/By: \_\_\_\_\_

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.














**David Hagenbucher - Solid Waste Director 2024 WORK PLAN**  
**Overarching Goal: Help to make Marathon County the healthiest, safest and most prosperous county in the state. Guiding Documents: MC Strategic Plan 2018-2022 & SWMB Strategic Plan 2019-2024**



Project Complete	
Moderate to Significant Progress	
Minimal to Moderate Progress	
No Progress or Project No Longer Being Pursued	

**NEW ACTIVITY**  
**ONGOING ACTIVITY**

Activity	What we've done	Outcomes	Timeline/Dates	Dependencies	Progress	Progress
<b>1. LANDFILL OPERATIONS &amp; ADMINISTRATION</b>  A. Bluebird Ridge Phase 6 – 8 Construction Planning	<ul style="list-style-type: none"> <li>Completed environmental assessment</li> <li>Completed feasibility study</li> <li>DNR Approved Plan of Operation for next 30 acre cell</li> <li>Assessed Airspace Needs – Current airspace provides disposal until 2026</li> </ul>	<ul style="list-style-type: none"> <li>Airspace available in current constructed liner area</li> <li>Continue to serve customers across central WI with disposal service</li> <li>Continue to operate landfill by having available airspace to sell</li> </ul>	<ul style="list-style-type: none"> <li>2024 to 2026</li> </ul>	<ul style="list-style-type: none"> <li>Incoming tonnage consistency</li> <li>Compaction density maintains 1600+ lbs/cy</li> <li>DNR laws maintain the same</li> </ul>	<ul style="list-style-type: none"> <li>Site approved by WDNR for landfilling February 2022 Plan of Operation</li> <li>Ringle Agreement approved (2022 Amendment)</li> </ul>	
B. Bluebird Ridge Phase A Closure 10 acres and Area B Phase B Closure 25 Acres	<ul style="list-style-type: none"> <li>BBR Completed Construction</li> <li>Submitted Doc Report to WDNR</li> <li>Reduced Leachate infiltration</li> <li>Added LFG pump system for liquid</li> <li>Area B – design complete for closure</li> <li>Assessed remaining airspace</li> <li>Budgeted 5.3 million for 2024</li> </ul>	<ul style="list-style-type: none"> <li>DNR approval on Construction Documentation Report</li> <li>Establish lower Closure Balance for OFR</li> <li>Reduce Letter of Credit</li> <li>Allow LTC funding use in 2024 for leachate</li> </ul>	<ul style="list-style-type: none"> <li>DNR Documentation Report Expected Approval December 2023 for BBR Closure</li> <li>Closure/cap fully constructed Nov 2023</li> <li>Area B Closure expected to start April 2024</li> </ul>	<ul style="list-style-type: none"> <li>Completeness of Const Doc Report and engineering requirements</li> <li>Weather for starting Area B.</li> </ul>	<ul style="list-style-type: none"> <li>Awaiting DNR approval</li> <li>Area B – working on bid documents for closure</li> </ul>	
C. Evaluate PFAs concerns in leachate and work to evaluate long term leachate disposal plan	<ul style="list-style-type: none"> <li>Work with treatment plants to build relationships</li> <li>Evaluate regulatory or legislative solutions to treatment/mitigation strategies.</li> <li>Secured MOU agreements with Plover and Stevens Point</li> <li>Engaged Wausau WWTF in discussion of options</li> <li>Worked with staff to develop site improvements that will minimize leachate production</li> <li>Worked with experts to understand PFAs issues.</li> </ul>	<ul style="list-style-type: none"> <li>Realistic/achievable regulatory framework based on data</li> <li>10-20% reduction leachate generation</li> <li>Regulators engage the Solid Waste industry in developing solutions – conferences</li> <li>If treatment systems are required, then a funding program is offered to aid.</li> </ul>	<ul style="list-style-type: none"> <li>Timeline - 2024 Agreement with Wausau</li> <li>Timeline - 2025 State funding assistance.</li> <li>Leachate production improvements-summer 2024</li> </ul>	<ul style="list-style-type: none"> <li>Changes in legislation related to PFAs</li> <li>The ability of Solid Waste industry to keep up with changes.</li> <li>Sources of funding</li> <li>Staffing workload</li> </ul>	<ul style="list-style-type: none"> <li>PFAs test results are pending.</li> <li>Wausau awaiting data to evaluate against their system.</li> </ul>	
D. Evaluate on site wastewater treatment systems	<ul style="list-style-type: none"> <li>Began feasibility with Tetra Tech on leachate disposal options.</li> <li>Met with treatment vendors on various equipment available for treatment.</li> </ul>	<ul style="list-style-type: none"> <li>Foam Fractionation</li> <li>Reverse Osmosis</li> <li>GAC Filtration/Ion Exchange</li> <li>Leachate Evaporator</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing, as many treatment options are on bench testing and not yet expanded to field</li> </ul>	<ul style="list-style-type: none"> <li>Funding and legislative changes</li> </ul>	<ul style="list-style-type: none"> <li>Continuing to learn as technologies are developed.</li> <li>Evaluating partnership with Wausau before any investment in treatment options</li> </ul>	

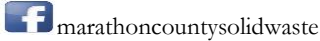
	<ul style="list-style-type: none"> <li>Evaluated laws for on-site infiltration</li> </ul>		testing and full implementation.			
E. Identify and Provide to County Administration list of KPIs for each of SWDs major programs.	<ul style="list-style-type: none"> <li>Collected data (gas, hauling, compliance)</li> <li>Assembled information on various reports</li> <li>Continuously assessed progress against regulatory compliance.</li> <li>Evaluated programs through priority based budgeting tool.</li> </ul>	<ul style="list-style-type: none"> <li>Work to identify the following for each program               <ol style="list-style-type: none"> <li>How much did we do?</li> <li>How well did we do it?</li> <li>Is anyone better off?</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>June 1 2024</li> </ul>	<ul style="list-style-type: none"> <li>Availability of certain data that can help provide context and answer questions.</li> </ul>	<ul style="list-style-type: none"> <li>Began assembling list – work with staff to identify key areas and discuss programs.</li> </ul>	
<b>2. FINANCE AND BUDGET</b>  A. Evaluate budget and financial status for long term operational stability and future capital expenses.	<ul style="list-style-type: none"> <li>Work with Finance Director on evaluating financial status and plan for future.</li> <li>Continue to build relationships with policy makers and customers.</li> <li>Work to establish 10 year plan for long term care and closure accounts.</li> <li>Establish plan for rate increases that will cover expenses.</li> <li>Managed operational procedures to minimize unnecessary expenses.</li> </ul>	<ul style="list-style-type: none"> <li>Minimize the need to borrow financial resources for future expenses</li> <li>Create operational stability as it relates to funding equipment and projects.</li> <li>Utilize resources strategically – “no wasteful spending”</li> <li>Minimize the need for tax levy support</li> </ul>	<ul style="list-style-type: none"> <li>2024 year - establish financial plan for 10 Year range. Equipment, expansions, and closures</li> </ul>	<ul style="list-style-type: none"> <li>Competition for tonnage</li> <li>Current revenue generation model</li> <li>Ensuring DNR requirements don't impact budget</li> </ul>	<ul style="list-style-type: none"> <li>Changes in inflation rates and fuel will drive change within rates at solid waste.</li> </ul>	
B. Reassess system for LTC and Closure accounts.	<ul style="list-style-type: none"> <li>Began discussion with Finance Director and Treasurer about moving SWD LTC and Closure accounts away from US Bank</li> <li>Discussions about other options to avoid increasing investment fees.               <ul style="list-style-type: none"> <li>Met with State lawmakers to support bill to change OFR to “net worth test”.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Ideally, the outcome would be to have the accounts not losing money and instead earning money by finding an option that charges less than US Bank.</li> <li>Net worth test would free up all funds.</li> </ul>	<ul style="list-style-type: none"> <li>2024 will be a determining year for Area B closure and state law changes.</li> </ul>	<ul style="list-style-type: none"> <li>DNR rules tied to statute about investments</li> <li>MC fiscal policies</li> </ul>	<ul style="list-style-type: none"> <li>Bill 492 public hearing in November.</li> </ul>	
<b>3. LEGAL &amp; POLICY</b>  A. Evaluate existing contracts and determine future needs to ensure compliance and best management practices	<ul style="list-style-type: none"> <li>Work to establish a 5 year engineering general services plan.</li> <li>Leachate Haul bid</li> <li>Contract with Viridi</li> <li>Contracts with Ray Lloyd evaluated</li> <li>Secured contracts with various municipalities</li> </ul>	<ul style="list-style-type: none"> <li>Minimize financial impact from various contracts</li> <li>Secure new partners who have the best interest in MC</li> <li>Eliminate historical bad partners for MC.</li> <li>Capture and secure tonnage for MCSW.</li> </ul>	<ul style="list-style-type: none"> <li>2024+ ongoing as contracts end and new ones are needed.</li> </ul>	<ul style="list-style-type: none"> <li>Existing contract language and availability of new partners.</li> </ul>	<ul style="list-style-type: none"> <li>Progress is ongoing as old contracts meet the end of their term and new ones are established.</li> </ul>	
B. Continue environmental compliance with WDNR	<ul style="list-style-type: none"> <li>Procured new flare and blower system</li> <li>Installed gas well pumping system for odor control and increased flow</li> <li>Closed Area B</li> </ul>	<ul style="list-style-type: none"> <li>Establish positive working relationship with regulatory staff</li> <li>Ensure needs are met for environmental concerns</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing – DNR will be overseeing 40 years post closure.</li> </ul>	<ul style="list-style-type: none"> <li>DNR staffing turnover rates – new staff every 2 years</li> </ul>	<ul style="list-style-type: none"> <li>100% compliance with all regulations in 2023</li> </ul>	
<b>4. STAFF &amp; STAKEHOLDERS</b>  A. Expand opportunities to work collaboratively with colleagues across the county and engage policy makers to help us meet our strategic goals.	<ul style="list-style-type: none"> <li>Ongoing collaboration with Health Dept.</li> <li>Ongoing collaboration with Highway, Parks, CPZ</li> <li>Developed beneficial use program for Hwy Dept. street sweepings</li> <li>Developed reduced disposal rate for MC demolition projects.</li> <li>Provided technical support &amp; review for Disaster Debris Management Plan</li> <li>Worked with FCM on hazardous waste disposal</li> <li>Worked with FCM on West Street Demo</li> </ul>	<ul style="list-style-type: none"> <li>Greater opportunities for SWD staff</li> <li>Ongoing to support other MC Depts</li> <li>Save financial resources by sharing equipment.</li> <li>Save financial resources by making strategic policy decisions that are aligned with MC mission and values.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>	<ul style="list-style-type: none"> <li>Staff time</li> <li>Policy and laws</li> </ul>	<ul style="list-style-type: none"> <li>We've done many projects with other departments but there is room for more collaboration.</li> </ul>	

	<ul style="list-style-type: none"> <li>Worked with Highway on litter cleanup</li> <li>Worked with Airport on concrete and soil.</li> </ul>					
B. Empower Staff to evaluate process improvement opportunities	<ul style="list-style-type: none"> <li>Sent two staff to the IDEAS Academy</li> <li>Make discussions of process improvement a part of regular staff and operational meetings</li> <li>Use Academy attendees to stimulate discussions of process improvement.</li> <li>Review plans to implement Academy projects.</li> <li>Engage engineering controls for processes.</li> <li>Look for opportunities for professional development: licenses, courses, training.</li> </ul>	<ul style="list-style-type: none"> <li>Entire staff attend IDEAS Academy</li> <li>Use investment in Academy to reduce costs, create operational efficiencies and improve customer experience.</li> <li>Engage staff to continue learning new aspects of solid waste to create greater bench strength and highly skilled.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing – monthly meetings and quarterly meetings.</li> </ul>	<ul style="list-style-type: none"> <li>Staff time <ul style="list-style-type: none"> <li>Dept budget</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Employees have attended conferences in the past, some staff have taken WDNR landfill test for certification.</li> </ul>	
C. Continue work on improving organizational culture within the department.	<ul style="list-style-type: none"> <li>Increase formality of rounding sessions.</li> <li>Emphasis on county’s overarching goal and the important role of SWD</li> <li>Implement ideas from staff that will improve culture and solidify team.</li> <li>Check bad behavior ASAP.</li> <li>Focus on capacity building based on each team members strengths (Strengths Finders)</li> <li>Identify importance of restructuring and leadership tiers.</li> </ul>	<ul style="list-style-type: none"> <li>Each staff member feels valued and engaged.</li> <li>Ongoing connection to other members and feels the workplace provides opportunity for positive growth.</li> <li>Employee retention remains high.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>	<ul style="list-style-type: none"> <li>Ability for leadership time to focus on the staff and not the projects.</li> <li>Staff pay increases and flexibility</li> </ul>	<ul style="list-style-type: none"> <li>Continue to retain well trained staff in the department. Last “replacement” that was a brand new employee was in May of 2021.</li> </ul>	
D. Host Community – landfill monitoring committee Ringle	<ul style="list-style-type: none"> <li>Monthly meetings, introductions, odor education</li> <li>Determine sociological impact payment distribution plan.</li> </ul>	<ul style="list-style-type: none"> <li>\$2.13 per ton fee, free curbside waste, free recycling, sociological impact payments, and free large item. Ringle is compensated appropriately.</li> </ul>	<ul style="list-style-type: none"> <li>Landfill monitoring committee develops distribution plan by Dec 2023. Checks to neighbors in January.</li> </ul>	<ul style="list-style-type: none"> <li>Schedules of committee members.</li> </ul>	<ul style="list-style-type: none"> <li>Waiting on delivery details from legal</li> </ul>	
E. Continue Cooperative work with Shawano, Portage Counties as Regional Agreement	<ul style="list-style-type: none"> <li>Semi-annual meetings to evaluate waste stream, recycling goals and other program needs.</li> <li>Developed and implemented the Central WI Recycling Collective to create single go-to recycling authority.</li> <li>Provide special waste planning support</li> <li>Provided competitive pricing for competition with private sector in central region</li> <li>Supported Counties by providing reduced tipping fees since 2003 <ul style="list-style-type: none"> <li>Signed agreement with Foth for 20 Year Evaluation and audit on solid waste</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Positive working relationship with regional partners for agreement that lasts until 2032</li> <li>Increased use of joint service messaging by municipalities across the region.</li> <li>Assisted to develop client retention across 3 counties</li> <li>Secure tonnage and revenue by partnering together <ul style="list-style-type: none"> <li>Continue to get high value for relationship with neighboring County</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Ongoing to meet terms of agreement <ul style="list-style-type: none"> <li>Foth Evaluation June 2024</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Competition in the market</li> <li>Disruptions to the waste stream</li> <li>Foth Evaluation and 3 year Audit results</li> </ul>	<ul style="list-style-type: none"> <li>Continuing to learn more with Foth evaluation. Understanding the importance of rate stabilization and increases for each County</li> </ul>	
F. Support Marathon County Municipalities by providing value added services.	<ul style="list-style-type: none"> <li>Kept pricing competitive and consistent with inflation rates for 2024.</li> <li>Sharps, Dropbox, Street Sweeping, Education.</li> <li>Launched region-wide cooperative recycling education/outreach program</li> <li>Feasibility on use of newly acquired transfer building – customer drop off area plan.</li> <li>Managing rates to MC municipalities so they can better manage their budgets</li> <li>Working with LFG Royalty on sharing with County general fund.</li> </ul>	<ul style="list-style-type: none"> <li>Continued dedication of waste to MCSWD</li> <li>Continued tonnage from municipal partners</li> <li>Continue to invest back into community to increase our level of service.</li> <li>Establish regional recycling and customer drop off in transfer building - increasing our level of service to the</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing <ul style="list-style-type: none"> <li>June 2024 Feasibility on transfer building</li> <li>Many contracts in place to secure tonnage – 3 to 5 year MOUs</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Competition in the market</li> <li>Challenge of municipal budgets</li> <li>Diminishing recycling dollars for municipalities</li> <li>Recycling markets</li> <li>Level of service demands</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing and always increasing to match level of service expectations and demands of residents.</li> </ul>	

<p>G. Continue to provide support for regional economic development and assisting area businesses and manufacturers.</p>	<ul style="list-style-type: none"> <li>▪ Ongoing client services to help businesses reduce costs by better managing waste.</li> <li>▪ Aid entrepreneurs/start-ups interested in waste management/waste reduction business models-service as technical advisers.</li> <li>▪ Provide disposal for regional manufacturing and special waste – papermills, metal plating facilities, foundries, etc.</li> <li>▪ Establish contracts for securing waste with local community partners.</li> <li>▪ Identify areas where level of service could be increased</li> </ul>	<p>community</p> <ul style="list-style-type: none"> <li>▪ Start-up of new businesses</li> <li>▪ Cost reductions for existing businesses</li> <li>▪ Customer loyalty and continued dedication of waste to MCSWD</li> <li>▪ Compete to provide consistent pricing structure for waste generators</li> <li>▪ Local economy status – creating beneficial reuse for demo projects and soil (Wausau mall project).</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ongoing</li> <li>▪ Working to complete Wausau mall project in 2024.</li> <li>▪ Working with WPS on change from coal to natural gas in 2024 to 2025 – ash for ADC will not be in use.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Time constraints</li> <li>▪ Economic conditions that cause businesses to reprioritize</li> </ul>	<ul style="list-style-type: none"> <li>▪ Continuing to grow as small haulers compete for business and manufacturers continue to grow.</li> </ul>	
<p>H. Strengthen relationship with landfill gas to energy partners and prepare for RNG in 2024 - Viridi</p>	<ul style="list-style-type: none"> <li>▪ Continue to provide required reports and comments on all related development</li> <li>▪ Work to evaluate use of gas royalty for Solid Waste and how Solid Waste can meet the terms of agreement.</li> <li>▪ Continue to operate the facility in compliance with all DNR permits and terms of contract</li> </ul>	<ul style="list-style-type: none"> <li>▪ Establish significant royalty increases over the next 3 to 5 years.</li> <li>▪ Increases in gas flow.</li> <li>▪ Competitive RIN market allows increases in value of gas.</li> <li>▪ Use gas revenue to aid other areas of landfill.</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ 20 year clock starts Sep 1 2024.</li> <li>▪ Must have RNG by Sep 1 2025.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Energy market fluctuation</li> <li>▪ Parts availability</li> <li>▪ Gas system function</li> <li>▪ Incoming tonnage</li> <li>▪ Ability for staff to increase flows</li> <li>▪ Ability for Viridi to work collaboratively</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ Plans, permits, designs, easements, and licenses are all moving along well. Currently modifying existing building to make the area safe for new construction to begin.</li> </ul>	



[marathoncountysolidwaste.org](http://marathoncountysolidwaste.org)



## Marathon County Solid Waste Department

172900 Hwy 29  
Ringle, WI 54471

Director:  
Operations Manager:  
Business Office:  
Scale Office  
Solid Waste & Recycling Info Line

715-551-5864  
715-297-0429  
715-446-3101 X100  
715-446-3101 X103  
877-270-3989 toll-free

### 2020 BOMAG – WASTE COMPACTOR 1172RB-4

#### Marathon County Timeline:

- Jun 2022 – Identified that Cooling Fan was installed backwards.
- Dec 2022 - Marathon County requested an extended warranty after evaluating a backwards fan issue. Miller Bradford and Risberg would not warranty the engine without a third-party inspection.
- Jan 31, 2023 – Paid \$260,000
- Apr 2023 - Inspection failed and results concluded that the engine needed to be replaced due to excessive engine heat.
- Jun 28, 2023 - MBR pulled the engine out and sent to Interstate Diesel in Milwaukee.
- Sep 22, 2023 - Rebuilt engine installed. They offered a 1-year warranty on just the engine.
- Oct 5, 2023 – Machine returned to landfill for work.
- Oct 11, 2023 – Machine down due to coolant hose failure
- Oct 26, 2023 – Machine down due to turbo/turbine
- Nov 1, 2023 – Complete exhaust system failed after just a few hours of run time due to incorrect assembly of engine.
- Nov 7, 2023 - Engine pulled back out again. Engine torn down and rebuilt a 2<sup>nd</sup> time in Milwaukee.
- Nov 28, 2023 – Engine reinstalled
- Dec 1, 2023 – Shutdown codes – coolant issues
- Dec 5, 2023 – Machine repaired and ready to work.
- Dec 12, 2023 – Coolant hose failure – machine down.
- Dec 18, 2023 - EGR cooler failed – unable to run.
- Jan 2024 – waiting on parts installation.
- Jan 31, 2024 - \$260,000 owed – Final payment



TO: Marathon County Solid Waste

DATE: 6/12/2023

ATTENTION: Marathon County Solid waste Board

REFERENCE: BC1172 RB-4 Failure/Solution TimeLine

TimeLine-	
6/16/2022	Diagnose and Repair- Cooling Fan was installed backwards
8/31/2022	DAVE H / MELEESA J Request Meeting with Bomag to discuss failure and frustrations
10/15/2022	Quotation Of new 1173RB-5 is Given to Marathon County to replace/ trade RB-4
11/15/2022	Bomag adds Warranty to Proposal to cover RB-4 usage until new RB-5 would arrive
12/26/2026	Dave H informs MBR/Bomag that RB-5 isn't in budget and that a warranty is requested irrespective of new unit purchase.
1/19/2023	MBR receives first quotation of extended warranty (coverage of 12 months 1,000 hrs.) It didn't meet the requirements needed for the Engine warranty duration At this point we search for another option
2/7/2023	MBR Contacts Interstate Diesel for engine specific warranty to meet expectations of warranty duration
2/14/2023	MBR Receives Quotation for extending warranty on RB-4 engine to 11k hours. Interstate informs MBR that an inspection will need to be preformed on the engine and parts will have to be ordered. MBR/Bomag will initiate inspection. MBR pays for inspection (\$5,000) and if it passed Bomag/MBR will purchase warranty (\$18,000)
3/27/2023	Interstate informs MBR that parts are supposed to arrive 4/3/23 for inspection
4/11/2023	Interstate performs inspection of engine and engine does not pass
4/20/2023	MBR receives quotation (estimate) for engine repair
4/28/2023	MBR Internal meeting to compile all relevant info and set up meeting as soon as possible with bomag
5/4/2023	MBR initial meeting with Bomag
5/16/2023	2nd Meeting with Bomag ( absence in bomag party in 1st meeting )
5/24/2023	MBR upper level management to meet with Bomag upper level management to get customer up and running as soon as possible.
6/12/2023	Bomag Upper MGMT is in INDIA until 6/14/23 and MBR CEO is in Finland until 6/20/23 WE hope/expect solid direction week of the 6/20

MILLER-BRADFORD & RISBERG, INC.

SIGNED Lane Devereaux





# ROLLS-ROYCE SOLUTIONS AMERICA INC.

## SERVICE PARTS LIMITED WARRANTY

Rolls-Royce Solutions America Inc. (“RRSA”) issues the following express Limited Warranty subject to the following terms, conditions and limitations:

An owner (“Owner”) who purchases an RRSA service part (“Part”) from RRSA is entitled to coverage under this Limited Warranty. RRSA warrants to the Owner that the Part is free of defects in material and workmanship under normal use at the time of dispatch from the RRSA manufacturing facility. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Parts shipped by RRSA after May 1, 2020.

### 1. Limited Warranty Period

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect is (i) twelve (12) months from the date the Part is installed on a RRSA engine by an authorized RRSA service outlet or by RRSA, or (ii) twelve (12) months from the date the Part is sold on “over the counter” purchases, whichever occurs first.

### 2. Disclaimers

**LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.**

**THIS LIMITED WARRANTY, THE OBLIGATIONS OF RRSA AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE ENGINE, THE PART OR ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.**

**IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL RRSA BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION TO DAMAGE TO THE ENGINE AND/OR PART, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.**

**RRSA’S AGGREGATE TOTAL LIABILITY RELATING TO THE ENGINE AND/OR PART UNDER THIS LIMITED WARRANTY OR UNDER ANY OTHER CLAIM (IN CONTRACT, TORT, OR OTHERWISE) MADE IN CONNECTION WITH THE SALE OR USAGE OF THE ENGINE AND/OR PART IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER’S ORIGINAL PAYMENT MADE FOR THE PART.**

### 3. RRSA Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period, and provided the Owner has complied with its obligations under Section 4, RRSA will, during normal working hours, through RRSA’s authorized distributor, dealer or service outlet, perform some or all of the following:

- (a) Repair or replace, at RRSA’s sole election, the defective part with a new or remanufactured replacement part;

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- (b) Replace lubricating oil, filters, antifreeze and other consumable service items rendered unusable by the Warrantable Defect;
- (c) Provide reasonable or customary labor needed to correct the Warrantable Defect;
- (d) Provide reasonable technician travel time to and from the closest RRSA authorized distributor, dealer or service outlet to the Part location;
- (e) Part removal and re-installation, if necessary and as solely determined by RRSA.

If RRSA repairs or replaces a Part under this Limited Warranty, the repaired or replaced Part assumes the unexpired portion of the warranty period remaining from the original Part. Repair or replacement of a Part will not extend the term of the original Limited Warranty Period. Parts replaced shall become the property of RRSA.

RRSA's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

#### 4. Owner Responsibilities

During the Limited Warranty Period, the Owner is responsible for, and RRSA will not reimburse for the following:

- (a) Premium or overtime labor costs;
- (b) Labor and material costs for engine removal and reinstallation;
- (c) Transportation costs or travel expenses related to delivery of the engine to the designated distributor, dealer or service outlet;
- (d) Incidental and consequential costs, damages or administrative expenses of whatever nature;
- (e) Non-engine repairs, vehicle damage, "downtime" expenses, cargo damage, fines, lost income, any business costs of any kind, Owner's travel expenses and other losses resulting from a Warrantable Defect;
- (f) Shipping charges for replacement parts/engine in excess of those which are usual and customary; or
- (g) Local taxes, if applicable.

In addition, Owner must:

- (a) Operate, use and maintain the engine and/or Part in accordance with the applicable Owner's manual and/or any other manuals specified by RRSA, including without limitation handling, inspection, servicing or operating instructions;
- (b) Promptly notify RRSA or its authorized representative of a Warrantable Defect and make the engine and/or Part available for repair;
- (c) Comply with RRSA's or RRSA's authorized representative's reasonable directions regarding the timing, sequence and location of warranty repairs and make the engine and/or Part available for inspection;
- (d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
- (e) Use RRSA specified consumables such as fuel, oil, and coolant;
- (f) Allow RRSA access to all electronic data stored in the Engine Electronic Control Module, as applicable;
- (g) Promptly return to RRSA all parts replaced under this Limited Warranty;
- (h) Comply with RRSA's long term storage guidelines, if applicable, and maintain and provide proof of compliance; and
- (i) Reimburse RRSA for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

#### 5. Limitations

RRSA is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- (a) Failure of Owner to fulfill its obligations under Section 4;

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- (b) Defects which were obvious or capable of being identified by reasonable inspection and not reported to RRSA within three (3) days of receipt of the Part;
  - (c) Defects caused or potentially caused by service work performed by non-RRSA authorized service providers and/or the use of non-genuine RRSA parts;
  - (d) Defects resulting from natural wear and tear or external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage or inadequate corrosion-proofing, incorrect assembly or installation or modification of the Part, or chemical, electrical or other harmful effects;
  - (e) Defects resulting from abuse or neglect, including unauthorized modifications to the engine and/or Part;
  - (f) Repair or any use or installation which RRSA determines, in its sole discretion, to be improper;
  - (g) Defects caused by use of incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil;
  - (h) Defects resulting from Owner's delay in making the engine and/or Part available after being notified of a potential problem or failure to take immediate measures to avoid or mitigate damage;
  - (i) Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine and/or Part, or transmission (if supplied by RRSA), including any other manufacturer's products packaged and sold by RRSA;
  - (j) Repair of parts sold by RRSA that are warranted directly to the Owner by the respective part's manufacturer;
  - (k) Engines and/or Parts operating for duty periods outside of the definition of their application group;
  - (l) Any failure, other than those resulting from a defect in material or factory workmanship of the Part;
  - (m) Use of the engine and/or Part for purposes other than those for which it was intended, including without limitation use of the engine and/or Part under extraordinary operating conditions not made known to RRSA in writing at the time of the order; or
  - (n) Material provided by or a design specified by the Owner.
6. **Software Warranty.** Where software is included in the Part, RRSA warrants to the Owner that the software will be substantially free from material program errors and material defects in material and workmanship and that it shall function substantially in accordance with RRSA's specification at the time of dispatch from the RRSA manufacturing facility. RRSA does not warrant that the software is error-free or free from "bugs" as commonly categorized by the computer industry. RRSA shall, during the Limited Warranty Period, endeavor to remedy at its cost by repair or replacement of any material program errors or material defects of which Owner has promptly notified RRSA. RRSA shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.
7. **Emissions Warranty.** The Part may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: <http://www.mtu-online.com/mtu-northamerica/technical-info/emissions-warranty/>. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Part, if certified, may only be certified to comply with the required country or region specific emission regulations. Where applicable, the Part is only certified to those specific emission regulations/standards which are clearly stated in the respective RRPS/RRSA defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION AND USE OF THE PART(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE PART(S) WILL BE USED.
8. The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed RRSA and obtained RRSA's prior written consent. In such cases, RRSA shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs RRSA would have incurred had it remedied the defect itself.
9. This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

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10. This Limited Warranty is governed by the laws of the State of Michigan without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods. Any and all disputes between the parties that may arise pursuant to the sale or use of the Engine shall be heard and determined before an appropriate state or federal court located in Oakland County, Michigan. The Owner acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein, and Owner waives any and all objections that it may have as to personal jurisdiction or venue in any of the above courts.
11. In order to obtain performance of a RRSA warranty obligation, the Owner should contact the nearest RRSA authorized distributor, dealer or service outlet for instructions. To find the location of the nearest RRSA authorized distributor, dealer or service outlet call 248-560-8000 or write to: Rolls-Royce Solutions America Inc. Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377.



Marathon County Solid Waste - Farm House located on eastern side of property