

Public Infr.
4-21-14

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SOLID WASTE DISPOSAL AGREEMENT

This Solid Waste Disposal Agreement (AGREEMENT) is entered into by and between Manitowoc County, Wisconsin, a quasi-municipal corporation (COUNTY) and the City Village Town of Manitowoc, a municipal corporation created pursuant to the Laws of the State of Wisconsin (MUNICIPALITY).

WHEREAS, the COUNTY entered into an agreement with Waste Management of Wisconsin, Inc. dated April 7, 1999 and an Amendment dated July 1, 2005 (collectively, MASTER CONTRACT) pertaining to waste disposal at the Ridgeview Landfill Site; and

WHEREAS, the MUNICIPALITY wishes to enter into an agreement with the COUNTY pertaining to waste disposal at the Ridgeview Landfill Site, which may be accessed from U.S. Highway 10 by Hempton Lake Road, and at other locations as determined by the COUNTY;

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual agreements, covenants, promises, and obligations set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM. The term of this AGREEMENT is for the period from May 1, 2014 through April 30, 2019, which is the last of the five year extensions provided for under paragraph 2(b) of the MASTER CONTRACT.

2. MASTER CONTRACT. The terms of the MASTER CONTRACT, to the extent that they are applicable to any matter covered by this AGREEMENT, are incorporated by reference and will apply to the MUNICIPALITY as if set forth fully in this AGREEMENT.

3. INDEMNIFICATION. The parties specifically acknowledge that the MUNICIPALITY is included as an "indemnified party" under paragraph 8 of the MASTER CONTRACT.

4. SOLID WASTE DISPOSAL.

(a) The COUNTY agrees to accept garbage, refuse, and other solid waste that the MUNICIPALITY authorizes to be delivered to the COUNTY for disposal, regardless of whether the waste is commercial, industrial, or residential. The COUNTY's obligation to accept waste for disposal includes, but is not limited to demolition wastes, fly ash, foundry sand, sludges, tires, and other wastes, but does not include any wastes not authorized for acceptance by the Wisconsin Department of Natural Resources, hazardous wastes, or special wastes determined in accordance with the terms of the MASTER CONTRACT.

(b) The MUNICIPALITY shall ensure, through any and all means possible, that all municipal solid waste from within its boundaries are hauled and disposed of as directed by this and the MASTER CONTRACT. The MUNICIPALITY agrees that it will not pay for disposal of municipal solid waste that meets the acceptability criteria stated in this AGREEMENT at any licensed landfill except as specified in this Agreement. The MUNICIPALITY may

develop and participate in programs designed to facilitate incineration, low or high level technology recycling, and source separation.

(c) The MUNICIPALITY agrees that the cost of all programming necessary to ensure the delivery of all municipal solid waste as directed by this and the MASTER CONTRACT is the municipality's responsibility. If the MUNICIPALITY fails to develop the programming necessary to ensure the delivery of all municipal solid waste as provided for by the Manitowoc County MASTER AGREEMENT, the COUNTY may recover any cost that it incurs relating to delivery of municipal solid waste from the MUNICIPALITY.

5. BILLING.

(a) The COUNTY will provide the MUNICIPALITY with a monthly statement showing the tonnage disposal during the previous month. If the MUNICIPALITY has not entered into a Recycling Agreement with the COUNTY, the COUNTY may increase the billing rate by not less than \$5 and not more than \$10 per ton, as determined by the COUNTY's Public Works Committee or any other committee designated by the COUNTY's Board of Supervisors.

(b) The MUNICIPALITY agrees to pay the monthly statement within thirty days of date of the statement.

6. YARD WASTE. The COUNTY agrees to provide one or more yard waste compost sites for use by the MUNICIPALITY during the term of this AGREEMENT and any extension or renewal of this AGREEMENT. Yard waste compost sites are presently located at 3000 Basswood Road, Manitowoc and 4219 Woodland Drive, Two Rivers. The COUNTY is not responsible for the collection or transportation of yard wastes to any yard waste compost site.

7. RECYCLABLES. The COUNTY agrees to maintain and operate a recycling center during the term of this AGREEMENT and any extension or renewal of this AGREEMENT. The recycling center will receive all residential recyclables as mandated to be excluded from the non-recyclables by the Wisconsin Department of Natural Resources.

8. ASSIGNMENT. This AGREEMENT may not be assigned by the COUNTY without the consent of the MUNICIPALITY, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this AGREEMENT on the dates shown below.

COUNTY

By: _____

Print Name: _____

Date: _____

