

## **Solid Waste Management Services Agreement**

This Solid Waste Management Services Agreement (the "Agreement"), made and entered into this 28th day of January, 2022 by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and the Oneida Nation (the "Oneida Nation" or "Nation"), a federally recognized Indian Tribe. Brown County and the Oneida Nation shall collectively be referred to herein as "the Parties." Capitalized terms used in this Agreement are defined in Section 1.

### **WITNESSETH:**

**WHEREAS**, Brown County desires to enter into an Agreement with the Oneida Nation for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste ("Solid Waste Management Services"); and,

**WHEREAS**, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

**WHEREAS**, the Oneida Nation wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost; and,

**WHEREAS**, in 1975 the Brown County Solid Waste Department (now the Brown County Port & Resource Recovery Department) and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to, sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

**WHEREAS**, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

**WHEREAS**, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

**WHEREAS**, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

**WHEREAS**, persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate; and,

**WHEREAS**, pursuant to Brown County Code, § 12.01(4), Brown County has the legal responsibility to act as the policy making body for the Port & Resource Recovery Department and “shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management,” and therefore, the Oneida Nation can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Board; and

**WHEREAS**, Brown County and the Oneida Nation agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by the Oneida Nation, and to guarantee the delivery of all of the Oneida Nation’s solid waste and recycling, over which it has control as stipulated within the Oneida Nation’s Recycling Ordinance, to Brown County for appropriate disposal;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and the Oneida Nation agree as follows:

**1. DEFINITIONS** – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. "Gate Rate" means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. "Hazardous Waste" means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. "Host Community" means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. "Landfill" means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. "Recyclable Materials" are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. "Recycling" means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. "Responsible Unit" means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. "Plan of Operation" means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. "Preferred Rate" means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. "Solid Waste" means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. "Solid Waste Reduction Measures" means recycling or other measures taken by the Oneida Nation to reduce the amount of Solid Waste generated by the Nation.
  - S. "Tipping Fee" means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
  - T. "Solid Waste Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
  - U. "Recycling Transfer Station" means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.
2. This Agreement supersedes all previous Solid Waste Management Services agreements between the Oneida Nation and the Board.
3. **TERM** – The initial term of this Agreement will be ten (10) years commencing on the date of signature by the Oneida Nation. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.
4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:
- A. Subject to the terms of this Agreement, Brown County agrees to accept all of the Oneida Nation's collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
  - B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
  - C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Oneida Nation through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Oneida Nation to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- DI. Brown County will make available to the Nation certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- DII. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- DIII. Brown County agrees to meet with Municipalities and the Oneida Nation in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- DIV. Brown County and the Oneida Nation shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and the Nation mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and the Nation. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and the Nation.
- DV. In the event that Brown County, without the assistance of the Nation, implements new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- DVI. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

**5. ONEIDA RESPONSIBILITIES – the Oneida Nation agrees to the following:**

- A. Unless otherwise authorized in writing by the Director, the Nation agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Nation and generated by the Nation and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by an agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from the Nation.
- B. The Nation will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. The Nation shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Nation to have the waste removed, transported and disposed in accordance with all applicable laws. If the Nation does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Nation's sole expense. The Nation is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Nation. The Nation shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of the Nation's failure to comply with this subsection of Section Five of this Agreement. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Nation or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Nation or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- D. The Nation shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. The Nation shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for the Nation.

- E. The Nation will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Nation require delivery of all such material to Brown County.
- F. The Nation shall retain its RU status as defined by the WDNR. The Nation shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. The Nation agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at the Nation's expense.
- H. The Nation will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. The Nation is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

**6. TIPPING FEES** – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Oneida Nation for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Oneida Nation. Furthermore, if revenues exceed the operational cost Brown County may pay Oneida Nation a rate per ton for collected materials.

**7. OPERATING DAYS AND HOURS** – Brown County agrees to receive the Nation’s material at the Designated Drop-Off Locations during regular operations:

**Solid Waste Transfer Station**

**Regular Hours:**

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

**South Landfill**

**Regular Hours:**

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

**Recycling Transfer Station**

**Regular Hours:**

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to the Nation of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

The Oneida Nation may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. The Nation agrees to pay an hourly rate established by Brown County for extended hours.

**8. PENALTIES** – the Nation is obligated to deliver all Solid Waste and Recyclable Brown County, as provided in Section 5. In the event that the Nation diverts Solid Waste treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by the Nation. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

**9. FORCE MAJEURE** – Should Brown County or the Nation be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or the Nation shall be excused from performing such obligations or conditions while Brown County or the Nation is so delayed or prevented



and for ten (10) days thereafter. The Director shall use best efforts to arrange for the Nation's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

**10. ASSIGNMENT** – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

**11. DEFAULT** – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

**12. NOTICE** – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department  
2561 South Broadway  
Green Bay, WI 54304

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. DAMAGES** –The Nation shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of the nation's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Nation shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

**14. TERMINATION**

This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.

The Nation may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

**15. SEVERABILITY** – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

**16. APPLICABLE LAW** – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in tribal court and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

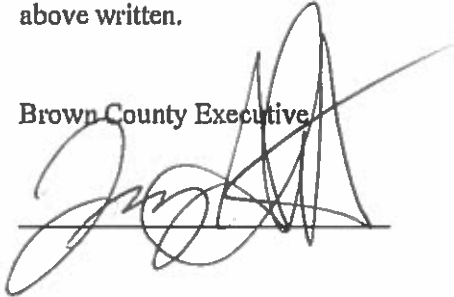
This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

**17. HOLD HARMLESS** – Brown County agrees to defend, indemnify, save and hold harmless the Nation, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Nation, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Nation, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of the Nation and reimburse the Nation for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against the Nation when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive



Brown County Port & Resource Recovery  
Director



Oneida Nation

Tehassi Hill

Tehassi Hill  
(Oneida Official)

Chairman  
(Title)



## **Attachment #1**

This Attachment #1 is incorporated into and made a part of the Agreement by this reference.

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.



## Attachment #2

This Attachment #2 is incorporated into and made a part of the Agreement by this reference.

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

### Schedule for Utilization of the Rate Stabilization Fund

| 5-year TIP Fee Increase                          | 2021     | 2022       | 2023       | 2024       | 2025       | 2026      | Total        |
|--|----------|------------|------------|------------|------------|-----------|--------------|
| Estimated Annual Tonnage                         | 85,000   | 85,000     | 85,000     | 85,000     | 85,000     | 85,000    |              |
| Stabilized Annual Tip Fee Increase               | \$ -     | \$ 1.50    | \$ 1.50    | \$ 1.50    | \$ 1.50    | \$ 1.50   | \$ 7.50      |
| Annual CPI Increase                              | \$ 0.23  | \$ 2.48    | \$ 0.50    | \$ 0.50    | \$ 0.50    | \$ 0.50   | \$ 4.48      |
| Total Annual Tip Fee Increase                    | \$ 0.23  | \$ 3.98    | \$ 2.00    | \$ 2.00    | \$ 2.00    | \$ 2.00   | \$ 11.98     |
| Annual Tip Fee w/Rate Stabilization (Estimate)   | \$ 43.84 | \$ 47.82   | \$ 49.82   | \$ 51.82   | \$ 53.82   | \$ 55.82  |              |
| Annual Tip Fee w/o Rate Stabilization (Estimate) | \$ 43.84 | \$ 51.82   | \$ 57.32   | \$ 55.32   | \$ 55.82   | \$ 56.32  |              |
| Stabilization Rate                               |          | \$ 4.00    | \$ 2.50    | \$ 3.50    | \$ 2.00    | \$ 0.50   |              |
| Rate Stabilization Fund Usage                    |          | \$ 340,000 | \$ 212,500 | \$ 297,500 | \$ 170,000 | \$ 42,500 | \$ 1,062,500 |

## **Exhibit A**

### **Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill**

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

## **Exhibit B**

### **Unacceptable Solid Waste**

1. Liquid waste
2. All industrial process waste unless approved in advance by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance by the Director in writing
8. Incinerator residue, unless approved in advance by the Director in writing
9. Contaminated soil, unless approved in advance by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance by the Director in writing
11. Radioactive, biological or infectious waste

## **Exhibit C**

### **Solid waste accepted at Transfer Station or Landfill for recycling**

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

## **Exhibit D**

### **Acceptable Recyclable Material – Recycling Transfer Station**

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

## **Exhibit E**

### **Additional Recycling Quality Requirements**

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

**Exhibit F**

**2022 BROWN COUNTY PORT & RESOURCE RECOVERY  
RATES & FEES**

| <b>WASTE DISPOSAL &amp; RESOURCE RECOVERY</b>  |                    |                 |
|--|--------------------|-----------------|
|  | <b>FEE</b>         | <b>UNIT</b>     |
| <b>Regular Refuse - Brown County Waste Transfer Station and South Landfill</b>               |                    |                 |
| Preferred Contract Rate Tipping Fee  | \$47.83            | Per Ton         |
| Contract Rate Tipping Fee  | \$50.66            | Per Ton         |
| Gate Rate Tipping Fee  | \$53.00            | Per Ton         |
| Minimum Fee  | \$24.00            | Each Load       |
| Waste Tires  | \$326.00           | Per Ton         |
| Asbestos   | *                  | Per Ton         |
| Concrete (Landfill Only)   | *                  | Per Ton         |
| Stumps and Wood Waste (Landfill Only)  | *                  | Per Ton         |
| Shingles - Clean   | \$18.00            | Per Ton         |
| Large Appliances (Containing Freon)  | \$15.00            | Per Unit        |
| Large Appliances (Non-Freon Containing) & Microwaves   | \$5.00             | Per Unit        |
| Lead Acid Batteries  | \$1.00             | Per Unit        |
| Early/Late Delivery - Solid Waste Transfer Station   | \$200.00           | Per Hour        |
| Truck Scale Only   | \$10.00            | Per Transaction |
| Safety Vests   | \$5.00             | Each            |
| <b>Recycling - Brown County Recycling Transfer Station</b>                                   |                    |                 |
| Recycling Tipping Fee  | Market Rate        | Per Ton         |
| Glass Recycling Fee  | Mkt Rate + \$25.00 | Per Ton         |
| Early/Late Delivery - Recycling Transfer Station   | \$200.00           | Per Hour        |
| Refused Material at Recycling Transfer Station   | \$55.00            | Per Incident    |
| Truck Scale only   | \$10.00            | Per Transaction |
| Safety Vests   | \$5.00             | Each            |
| <b>Hazardous Waste - Brown County Hazardous Material Recovery Facility</b>                   |                    |                 |
| Out-of-County Household Hazardous Waste Disposal   | **                 | Per Pound       |
| Very Small Quantity Business Hazardous Waste Disposal  | **                 | Per Pound       |
| Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps                      | \$0.30             | Per Pound       |
| Fire Extinguishers   | \$5.00             | Each            |
| Propane Cylinders (1 lb)   | \$1.00             | Each            |
| *See www.BrownCountyRecycling.org for further information, terms and definitions.            |                    |                 |
| **Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates. |                    |                 |
| <b>PORT OF GREEN BAY</b>   |                    |                 |
|  | <b>FEE</b>         | <b>UNIT</b>     |
| <b>Bay Port Dredged Material Rehandling Disposal Facility</b>                                |                    |                 |
| Out-Of-County Dredged Sediment   | \$19.61            | Per Cu Yd       |
| Private Dredged Sediment   | \$17.81            | Per Cu Yd       |
| Commercial Terminal Operator Dredged Sediment  | \$15.61            | Per Cu Yd       |
| U.S. Army Corps of Engineers   | \$13.61            | Per Cu Yd       |
| <b>Harbor Tonnage Assessment</b>   |                    |                 |
| Over 400,000 Tons  | \$0.030            | Per Metric Ton  |
| 300,000-399,999 Tons   | \$0.035            | Per Metric Ton  |
| 200,000-299,999 Tons   | \$0.040            | Per Metric Ton  |
| 100,000-199,999 Tons   | \$0.045            | Per Metric Ton  |
| 99,999 Tons and Under  | \$0.055            | Per Metric Ton  |
| Project Cargo  | \$1.50             | Per Ton         |
| Special Projects   | \$375.00           | Each            |
| Active Minimum   | \$1,500.00         | Per Year        |
| Inactive Minimum   | \$600.00           | Per Year        |