BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221

**** JOINT MEETING ****
Solid Waste Board
&
Planning, Development & Transportation Committee
Monday, March 16, 2009
3:00 p.m.
Materials Recycling Center
2561 South Broadway

SOLID WASTE BOARD ROLL CALL:

Jim Rasmussen, Chair	_____	Norbert Dantinne	_____
Mike Strenski, Vice Chair	_____	John Katers	_____
Charles Rhynder, Secretary	_____	Hallett "Bud" Harris	_____
Dawn Goodman	_____	Allison Swanson	_____
Mike Fleck	_____		

PLANNING, DEVELOPMENT & TRANSPORTATION CMTE ROLL CALL:
Bernie Erickson, Chair
Mike Fleck, Vice Chair
Norbert Dantinne, Jr.
Dave Kaster
Dan Haefs

AGENDA

1. Call meeting to order.
2. Approve/modify agenda.
3. Introduction of those in attendance.
4. Approval of the Waste Transfer Station Operation and Waste Hauling Bid.
5. Approve Resolution re: Opposing Wisconsin Recycling and Solid Waste Fee Increases.

6. Review of Fuel Payments to Current Waste Hauler at Transfer Station. (Recommendation from Solid Waste Board.)

7. Such other matters as authorized by law.

Jim Rasmussen, President
Solid Waste Board of Directors

Bernie Erickson, Chair
Planning, Development & Transportation Committee

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.
Word97/agendas/jtPDT&SolidWaste/March16_2009

March 18, 2009

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

OPPOSING WISCONSIN RECYCLING AND SOLID WASTE FEE INCREASES

WHEREAS, the State of Wisconsin assesses a Recycling Tip Fee Surcharge on each ton of solid waste disposed of in Wisconsin landfills except high volume industrial waste.

WHEREAS, funds derived from Recycling Tip Fee Surcharge are deposited into the State's Recycling Fund and Renewable Energy Fund.

WHEREAS, since 1990, $111.70 million has been transferred from this Fund to General Purpose Revenue or the Conservation Fund.

WHEREAS, the State of Wisconsin assesses an Environmental Repair Fee on each ton of solid waste disposed of in Wisconsin landfills.

WHEREAS, funds collected from the Environmental Repair Fee are deposited into the State's Environmental Repair Fund.

WHEREAS, Brown County operates a Solid Waste Transfer Station that collects solid waste from Brown County waste generators and hauls it to the Winnebago County Landfill for disposal.

WHEREAS, Brown County collects tipping fees from users of the Brown County Waste Transfer Station to recover the cost of its operation. These costs include State Fees.

WHEREAS, the State of Wisconsin has proposed increasing the Recycling Tip Fee Surcharge by $1.00 per ton and the Environmental Repair Fee by $3.40 per ton as a part of its 2010/2011 State Budget.

THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors opposes both the proposed State Recycling Tip Fee and Environmental Repair Fee increases.

Respectfully submitted,

BROWN COUNTY SOLID WASTE BOARD

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel

I, Darlene Marcelle, Clerk of Brown County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a County Board meeting of the County Board of Supervisors on March 18, 2009, adopted by a majority vote and recorded in the minutes of said meeting.

_____

County Clerk

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
WARPINSKI	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
KRUEGER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
JOHNSON	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
KNIER	17			
WILLIAMS	18			
FLECK	19			
CLANCY	20			
WETZEL.	21			
LANGAN	22			
SCRAY	23			
HOEFT	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

LEGAL NOTICE Project #1352

Brown County is accepting bids for the operation and hauling of solid waste from the Brown County Transfer Station to a landfill currently located in Winnebago County. A pre-bid meeting is scheduled for Wednesday, April 1, 2009. Specifications are available on-line at: www.co.brown.wi.us, vendor information, bids/rfps/quotes, project #1352 or call #920-448-4039. All vendors are responsible for addendums. No notification will be issued when addendums are posted to the Brown County website. Bids are to be sent to the Brown County Clerk no later than 2:00pm local time on Tuesday, April 21, 2009. Submit in a sealed envelope marked "Project #1352, TS Waste Hauling." Bids will be opened immediately following in room 200. Brown County reserves the right to accept or reject any or all bids and to waive any informality in bids. Late receipts, e-mails and facsimiles will not be accepted.

Published by Authority of
Port & Solid Waste Department
By Darlene Marcelle
Brown County Clerk

Request for BID (RFB)

For

Transfer Station

Operation and Solid Waste Hauling

Project #1352

Response Deadline

April 21, 2009
2:00 pm Local Time

To:
Brown County Clerk

BID INSTRUCTIONS

Brown County Project #1352

Brown County Port & Solid Waste Department– Transfer Station Operation and Solid Waste Hauling – Project BID

GENERAL:

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor," to furnish required equipment, materials and labor for the operation and hauling of solid waste from the Brown County Transfer Station located at 3734 West Mason Street, Oneida, WI 54155. All contractors are responsible for any addendums issued for this project. No notification will be sent when addendums are posted to the Brown County website.

ARTICLE 1 – RECEIPT OF BIDS

Sealed BIDS for the Brown County Solid Waste Transfer Station Operation and Hauling Contract will be received at the office of the Brown County Clerk until 2:00 pm local time on Tuesday, April 21, 2009. No bid may be withdrawn for ninety (90) days. No bid may be faxed or e-mailed. Pricing to remain firm for ninety (90) days from date of bid due date.

NOTE: Bids must be stamped in by 2:00 pm local time per the electronic date/time stamp located in the County Clerk Department. Bids not stamped by 2:00 pm local time will be rejected. Bidders are encouraged to verify the time on the date/time stamp as this is the official time used for the receiving of all proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored.

Delivery Address for Hand Delivery, UPS, DHL, Fed Ex, etc.:
Brown County Clerk
305 E. Walnut St. Room 120
Green Bay, WI 54301

Delivery Address for USPS:
Brown County Clerk
PO Box 23600
Green Bay, WI 54305-3600

ARTICLE 2 – PRE-BID MEETING

A pre-bid meeting will be held at 9:00 am local time on Wednesday, April 1, 2009 at the Brown County Port and Solid Waste office, 2561 S. Broadway, Green Bay, WI. At the conclusion of this meeting, a tour of the Transfer Station site may be conducted. Representatives of Brown County will be present to discuss the Project. Interested bidders are encouraged to attend (attendance is optional) and participate in the meeting. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 3 – QUESTIONS AND ANSWERS

All questions related to this BID **must be in writing** and received by the Brown County Purchasing Department no later than **4:30 pm local time, Friday, April 3, 2009** via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail: "Questions for Transfer Station Operatior and Hauling, Project #1352." **Mailed, phoned and faxed questions will not be accepted.**

Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County Website (http://www.co.brown.wi.us/administration/Purchasing/Index.html Bids/RFP/Quotes) on **Wednesday, April 8, 2009 no later than 4:30 pm local time.** It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website can be made to (920) 448-4039.

Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 4 - CONTRACT TIMES

This contract shall start no later than ninety (90) days after contract is signed and will continue for a total of five (5) years with the possibility of two (2) one (1) year extensions to be exercised at the discretion of the County. Six (6) months prior to the end of the (5) year contract term, the County will determine if an extension year will be available.

ARTICLE 5 – REQUIRED QUALIFICATIONS OF BIDDERS

1. If outside financing is required to secure any necessary equipment, a written letter shall be provided from a financial institution (must be on the financial institution's letterhead paper) and shall be submitted with your bid. Contact name and phone number for financial institution must be included
2. Shall submit proof with submitted proposal if outside financing ***is not*** required for obtaining any equipment.
3. Shall provide with submitted bid a copy of your current WDNR solid waste hauling license.
4. Shall provide written letter with submitted bid from a (A- or better rated) bond company (must be on bond company's letterhead paper) stating that your company will be able to obtain a required Contract Bond in the amount of $500,000.00 if awarded the contract. This bond will be a mandatory requirement for the first year of the contract and may be required to be renewed in subsequent years of the contract (Reference Article 6). Contact name and phone number for Bond Company must be included.
5. Shall have minimum of five (5) years hauling experience in the past fifteen (15) years. Hauling experience shall be with a tri/quad axle truck or semi tractor/trailer. Shall provide with submitted bid, information on current or past hauling customers.
6. Shall provide with submitted bid, year 2008 un-audited financial statements and audited financial statements or official tax returns for years 2006 and 2007. This information shall remain confidential. Financial information will be reviewed by County staff. CPA prepared financial statements will be acceptable.
7. Shall provide with submitted bid a copy of your documented safety program.
    - All personnel conducting work must be sufficiently trained in the occupational safety requirements applicable to the work they accomplish and shall provide their own personal protective equipment. Provide safety training documentation for personnel as applicable.

8. Shall provide with submitted bid a copy of your documented maintenance program.

ARTICLE 6 - CONTRACTOR VERIFICATION PRIOR TO AWARD

Contractor's financial solvency shall be verified through financial background checks via Dun & Bradstreet or other means (reference Article 5, paragraph 6) prior to contract award. Brown County reserves the right to reject bids/rfps/quotes based on information obtained through these background checks if it's deemed to be in the best interest of the County.

ARTICLE 7 - PREPARATION OF BID

Contract Pricing

In addition to the costs indicated for hauling solid waste, the Bidder shall include as a separate line item, the cost for the required contract bond for year one only of the contract. (Section B on Bid Price Schedule) Based on the selected contractor performance in year one (1) of the contract, at the discretion of the County, the contractor may be required to renew the contract bond for subsequent years of the contract.

Brown County will cooperate with any attempts by the Bidder to recycle, starting with year two of the contract. If recycling is performed, all costs associated with any modifications required to the plan of operation, required permits, and associated revenue from the sale of recyclable material will be the responsibility of the selected contractor. Brown County will cooperate with the contractor in this process. Brown County must approve the contractor's recycling plan prior to submitting the plan modification and applying for the processing license to the WDNR. Brown County will not unreasonably withhold the approval if the recycling plan meets local/state permits and agreements. Any future attempts of recycling shall not interrupt normal Transfer Station operations as required by the WDNR. Recyclables hauled out **must be weighed by a Brown County scale operator during operating hours.**

Confidentiality:

Brown County recognizes that certain information contained in bids submitted may be confidential and may represent a competitive or business strategy. The bidder is responsible for identifying those portions of their bid which they consider confidential. If portions of the bid are marked confidential, the County will hold those portions confidential. However, the awarded contract becomes subject to Wisconsin open records laws. Notwithstanding the above, bids in their entirety may be shared with the Public or any other governmental entity that has regulatory authority over this project. Additionally, bids may be evaluated by Brown County hired third party consultants and/or attorneys.

Brown County reserves the right to negotiate final contract terms with the successful contractor.

Brown County reserves the right to cancel any order or contract for failure of the successful contractor to comply with the terms, conditions and/or requirements of this Request for Proposals.

Successful contractor shall comply with all applicable local codes and shall obtain all necessary permits and licenses.

ARTICLE 8 – OTHER

A. All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances and Standards.

B. Site protection/cleanup: Contractor is responsible for the proper handling of solid waste materials and keeping the worksite clean.

C. Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

D. Transfer Station contractor may not start or run any other business from the Brown County Transfer Station premises.

ARTICLE 9 – STATE OF WISCONSIN REQUIREMENTS

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), Wis Stats, or national origin.

ARTICLE 10 – ATTACHMENTS

A – General Specifications and Requirements
B – Bid Price Schedule
C – References
D – Addendum Acknowledgement
E – Appeals
F – Insurance Requirements
Plan of Operation (6 pages)
Daily Monthly Inspection Sheets (3 pages)

Attachment A

GENERAL SPECIFICATIONS & REQUIREMENTS

Brown County Project #1352

1.01 LOCATION

A. **Brown County Transfer Station**; 3734 West Mason Street (Highway 54), Oneida, WI 54155

B. **Outagamie County Landfill**; 1419 Holland Road, Appleton, WI 54911

C. **Winnebago County Landfill**; 100 W. County Road Y, Oshkosh, WI 54901

D. **Veolia Hickory Meadows Landfill;** W 3105 Schneider Rd. Hilbert, WI 54129

1.02 SCOPE OF WORK

A. General

The scope of work for the Transfer Station Operation and Refuse Hauling Contract is as follows:

1. **Transfer Station Operation and Refuse Hauling Contract**

Contractor shall provide enough supplies, equipment and personnel necessary to provide the following services:

a. Supervise the dumping of waste materials on the tipping floor of the Transfer Station and provide general supervision of the landfill property.
b. Load the waste materials into the hopper of the stationary compactors.
c. Provide special handling (separation and loading) of any waste materials unable to pass through the stationary compactor.
d. Maintain the overhead doors & operators, floor drains and drain lines, and the tipping floor.
e. Provide all litter control at the upper level, lower level, around and in the ponds, on the entire landfill property, around the salvage material drop-off area and along designated off-site roadways (STH 54 and CTH GE). Hwy 54 must be picked ½ mile to the east and west of the Transfer Station, and all of County GE between State Hwys 54 and 172. **Litter pickers must be sent out at least 2 times per week.** If not, the County will contract with a labor company for the cleanup and deduct the charge from the Contractor's monthly invoice. If Brown County notifies the contractor of refuse along any road they are responsible for litter control, the contractor has twenty four (24) hours to pick up refuse.
f. Maintain all on-site light fixtures including all lights at the upper and lower level of the Transfer Station and all yard lights on the site except the interior lights in the scale house.
g. Provide snow removal on all paved areas of the site including on and around the scale and scale house. The scale must be back dragged and snow must be shoveled from around the sides and end of the scale to prevent the scale from freezing up. Sand must be used to clear the roads and prevent slipping. A

salt/sand mixture may be used upon approval from Brown County Port and Solid Waste Department.

h. Operate and maintain the two Marathon compactors Model M1475XW and M1050XW.

i. Compact the waste materials into the haul vehicle for transport to the landfill.

j. Maintain the lower level of the Transfer Station including doors/windows and operators, bathroom, lunchroom, pump room, electrical room and all drain lines. Bathroom and lunchroom must be cleaned and mopped weekly.

k. Clean the trench and grating installed in front of the semi loading areas weekly. The upper and lower parking lots (west and east side of buildings) **must be swept at least two (2) times per week or more if needed.**

l. Haul all waste materials from the Transfer Station to the landfill selected by the County. Contractor shall apply and pay for overweight permits and licenses for tractors/trailers, and solid waste transport permits.

m. Contractor shall have the ability to haul approved maximum daily tonnage allowed by WDNR operating license – Currently 825 tons per day.

n. If main contractor falls behind on hauling and Brown County is forced to hire a secondary contractor, the main contractor will be responsible to pay the hauling fee of the secondary contractor. Brown County will also impose a separate $200.00 administrative fee each time Brown County is required to make arrangements for a secondary contractor. This is in addition to the $2,000.00 fine as described in section 1.15.

o. Pay for all electrical and telephone bills at the transfer station and yard lights in the vicinity of the Transfer Station. Electricity is metered separately.

p. Maintain the local unloading area and the salvage material drop-off area. **Clean and pick up refuse around the containers weekly.** Haul the full refuse bins from the on-site local unloading area to the Transfer Station **(Extra Work Item).**

q. Open and close the entrance and exit gate to accommodate operating hours.

r. All operator vehicles shall enter and leave the village only by STH 54 East of the Transfer Station.

s. Ensure that Transfer Station overhead doors, man-doors, entrance gates, and exit gates are secured at the end of each day. All doors must be closed and locked at the end of the day.

t. Provide appropriate equipment for removal of frozen waste from all types of dump bins during the winter months. If equipment breaks down, replacement equipment must be provided within 24 hours.

2. **Additional Information**

1. Litter pick-up takes approximately 20 hours per week

2. Concrete tip floor – County is responsible for replacement. Operator to take any steps necessary to reduce damage to the floor

3. Electricity is in Brown County's name and costs are billed to the operator.

4. Scale house is the responsibility of Brown County

5. County will provide maintenance records on the Marathon compactors to awarded contractor

6. County will have Marathon inspect and perform any repairs on the compactors prior to the new contract start date

7. County is responsible for removing any leachate

8. Current landfills all have walkers and no tippers

9. No lawn maintenance is required

10. Snow stays on site

11. Garage doors, ceiling fans and lights will be inspected and any necessary repairs will be performed by the County prior to start of new contract

12. Break room, bathroom, compactor operation room, mechanical room and room with electrical panels will be cleaned by the County prior to start of new contract.

13. Hand picking will not be allowed for recycling. Must be done by mechanical means.

14. County will pay for repairs to overhead doors and operators provided that contractor maintained as required.

15. WPS bills for the last two months (Dec/Jan) have been ~$2,300.00

16. Following is tonnage comparison for Nov/Dec/Jan
    11/07 – 13391 tons
    12/07 – 8760 tons
    1/08 – 11358 tons
    11/08 – 15644 tons
    12/08 – 13562 tons
    1/09 – 12814 tons

1.03 WORK BY OTHERS

A. The following facilities or services shall be provided by the County:

1. The Transfer Station, stationary compactors, scale house, scale, salvage material drop-off area, fencing, lighting, signage, roll-off boxes for the local unloading area, and all roadways are provided by the County.
2. The County shall maintain all of the electrical, telephone, heating, plumbing, and sprinkler systems with the exception of items specifically defined as the contractor's responsibility.
3. The County shall pay for the hauling and treatment of holding tank wastes from the scale house and the Transfer Station.
4. The County shall maintain the potable water well and water supply system.
5. The County shall maintain the fences, gates, scale, scale house, storm water retention ponds, landscaping, signage and roadways (except snow removal).
6. The County shall provide the permits for the operation of the Transfer Station.
7. The County shall pay for electrical utility bills for the scale house and for yard lights near the entrance area.

1.04 BASIS OF PAYMENT

A. General Payment Procedures

1. Payment for the operation of the Transfer Station and hauling shall be on the basis of tonnage delivered to the landfill. The County shall maintain a scale system for weighing the waste and shall have the scales certified and adjusted at least once per year. In the event of a scale breakdown, the weight of waste delivered to the Transfer Station will be estimated by the County.

2. Within ten (10) days of the end of each month, the County shall supply the contractor with a list of total tonnage hauled to the landfill designated by the County. Within thirty (30) days from the receipt of an invoice from the Contractor, the County shall pay the Contractors for the weight hauled out and delivered to the landfill. Bi weekly payments may be considered for an additional fee of $200.00.

3. The monthly payments may include adjustments for additional work performed by the contractor on behalf of the County or adjustments for any penalties imposed for failure by the contractor to meet the contract requirements.

1.05 CONTRACT TERM / RENEWAL

A. Contract Term

This contract shall start no later than ninety (90) days after contract is signed and continue for a total of five (5) years with the possibility of two (2) one (1) year extensions to be exercised at the discretion of the County. Six (6) months prior to the end of the (5) year contract term, the County will determine if an extension year will be available.

B. Cancellation Clause

Brown County reserves the right to cancel this contract at its convenience with sixty (60) days advance written notice.

C. Termination

Contract *may* terminate upon the occurrence of any of the following events:

1. The filing by or against contractor of a petition, consent or application under any federal or state bankruptcy law or any other law in which contractor is alleged to be insolvent or unable to pay its debts as they become due or the making by contractor of an assignment for the benefit of creditors which is not immediately contested and removed by contractor.

2. The failure of Contractor to perform any obligation imposed upon it by this Agreement, or a breach by Contractor of any covenant set forth herein, subject to any applicable cure periods.

3. Sale or merger of contractor to a third party.

4. Unfinished Work

   a. In the event that Brown County exercises its unilateral right to terminate this contract for cause in the manner provided for in Term and Termination above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced or made by the contractor under this contract shall at the option of the County become the property of the County, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this contract by the contractor, and the County may withhold any payments to the contractor for the purpose of set off.

5. Wisconsin Law Controlling

   It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

6. Contractor Efficiency

   Contractor shall commence, carry on and complete its obligations under this contract with all deliberate speed and in a sound, economical and efficient manner, in accordance with this contract and all applicable laws. In providing services under this contract, the contractor agrees to cooperate with the various departments, agencies, employees, and officers with the County.

7. Subcontractor

   The Contractor shall not subcontract any work pursuant to this contract without the prior written consent of County. Contractor shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to County upon request. County, at its option, may make direct payments to subcontractors for services performed pursuant to this contract or, alternatively, may issue a two-party check to contractor and his subcontractors.

8. Limitation effect on Payments by County

   In no event shall the making of any payment required by this contract constitute or be construed as a waiver by the County of any breach of the covenants of this contract or a waiver of any default of the contractor and the making of any such payment by the County while any such default or breach shall exist in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

9. Contractor may not haul in unauthorized waste under the County's contract to the County designated landfill without written County permission.

1.06 INSURANCE

A. Insurance Requirements

1. Contractor shall provide and maintain at its own expense during the term of this agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin. (See Attachment F)

2. Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County Division of Risk Management, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

B. Waiver of Subrogation

1. Contractor agrees notwithstanding any provision of this contract to the contrary, to waive any right to any claim or subrogation against the County for any loss, damages cost of settlement otherwise covered by contractors insurance as required under this contract.

1.07 PLAN OF OPERATION AND WDNR REQUIREMENTS

A. The contractor shall adhere to the "Plan of Operation for the Brown County Transfer Station," dated, August 13, 2002 and the WDNR Plan of Operation approval letter dated September 13, 2002 which are attached to the specifications. The contractor shall also adhere to the requirements set forth in NR 502.07 as relates to the operation of transfer facilities.

1.08 CONTRACTORS PLANT & EQUIPMENT

A. Security and Equipment Operation and Appearance

1. The contractor shall at all times be responsible for the security of his plant and equipment and for the security of the Transfer Station. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
2. The contractors shall immediately report any unauthorized personnel on the site to the scale house operator.
3. All tractors and trailers shall be properly maintained, clean and project a positive image for the County.
4. All hydraulic or fuel leaks on equipment must be repaired immediately. Contractor is responsible for any and all environmental cleanup costs and fines resulting from contractor's equipment.
5. Brown County reserves the right to refuse or remove leaking or unsafe equipment at the expense of the contractor. 24 hours notice will be given prior to the removal of any contractor owned equipment from Brown County premises.

1.09 SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION

The contractors shall comply with all safety standards applicable to this contract and laws and codes, including the United States Department of Labor (Occupational Safety and Health Administration) Safety and Health Regulations or any other State and Federal regulations. The contractors shall be solely and completely responsible for working conditions on or near the jobsite, including safety of all persons and property during performance of work and shall provide a copy of their safety policies and procedures. These requirements shall apply continuously and shall not be limited to normal working hours.

The Transfer Station Operator and Refuse Hauling Contractor shall, at a well-known place at the jobsite, keep all articles necessary for giving first-aid to the injured and, before employees shall be permitted to work at the jobsite, the Contractors shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the jobsite.

The duty of Brown County to review the contractors' operational performance does not include review of the adequacy of the contractors' safety measures. Such review is a responsibility of the Department of Labor.

As detailed in the Plan of Operation, each contractor shall conduct safety training and prepare a safety manual for his respective areas of responsibility prior to starting operation. The safety manuals shall encompass safety measures to protect the contractor's personnel as well as the public.

1.10 SUPERINTENDENCE OF WORK

A. Continuous superintendence of all operations of the work shall be provided by the contractor through competent representatives. The contractor shall designate a representative-in-charge at the transfer station who shall be fully authorized to act for the contractor and to receive whatever orders may be given for the proper prosecution of the work or notices in connection therewith. At the outset of the work, the contractor shall deliver a list of the representatives-in-charge to the County and subsequent changes shall be promptly reported.

B. The contractor shall make available his superintendent or his designee for regularly scheduled site review meetings with the Brown County Port and Solid Waste Director.

C. The contractor shall be responsible for complete supervision and control of his subcontractors, if any, as though they were his own forces. Notice to the contractor shall be considered notice to any affected subcontractor.

D. The contractor shall provide the County a current emergency call list for after hours. This is not intended to be a stand-by, on-call list. The County requires this list in the case of an emergency.

1.11 WASTE TYPES AND ACCEPTABILITY

A. The County shall be the sole party in determining what types of solid waste will be accepted at the Transfer Station. The following list represents the acceptable wastes to be received initially at the Transfer Station. However, the Brown County Port and Solid Waste Director may modify this list at his sole discretion.

1. Acceptable solid waste at Transfer Station:
   a. Residential
   b. Commercial
   c. General Industrial
   d. Construction & Demolition
   e. Bulkies

2. Acceptable solid waste at salvage material drop off:
   a. Tires
   b. Appliances
   c. Scrap Metal
   d. Batteries

3. Unacceptable solid waste on Transfer Station tipping floor:
   a. Industrial process waste
      1) Sludges/rejects
      2) Secondary Fiber Plant Residue
      3) Ash
      4) Foundry Sand
   b. Petroleum Contaminated Soil
   c. Friable Asbestos and Category II Asbestos
   d. Brush/logs
   e. Road demolition waste
   f. Sewage treatment plant grit, ash or filter cake
   g. Liquid wastes
   h. Toxic & hazardous waste
   i. Explosive materials (L.P. tanks, etc.)

1.12 SOLID WASTE QUANTITIES

The following five-year history of solid waste quantities received at the Brown County Transfer Station is provided for purely informational purposes. The information should be indicative of future waste quantities. IN NO CASE SHOULD THE FOLLOWING BE CONSTRUED TO BE GUARANTEED OR IMPLIED TONNAGE. THE CONTRACTOR MUST CONDUCT ITS OWN RESEARCH AND PROJECTIONS REGARDING FUTURE TONNAGE.

Waste Category	Brown County Solid Waste Tonnage				
	2004	2005	2006	2007	2008
Residential, commercial, general industrial, bulkies, construction and demolition waste	102,000	101,000	123,000	142,000	169,000

1.13 UNIQUE WASTE HANDLING REQUIREMENTS

A. There are two categories of waste that could be received at the transfer Station that will require segregation and unique handling, waste shall not be stored outside the building:
   1. Large, uncompactable items.

a. If items are received on the tipping floor that may damage or jam the stationary compactor, those items shall be segregated on the tipping floor and periodically loaded by the Transfer Station operator onto the walking floor of a transfer trailer. Items that may fall into this category are structural steel members, large wood posts, discarded paper rolls, pieces of concrete etc. there will be no supplemental fee charged by the contractors for handling this type of waste.

2. Unacceptable Waste Materials

a. The Transfer Station operator shall visually inspect solid waste being unloaded at the tipping floor. If unacceptable waste, particularly hazardous waste, is discovered, the operator shall use reasonable efforts to isolate or segregate the waste for special handling. If possible, the operator shall record the name and truck number of the disposer and report the same to the Brown County Port and Solid Waste Director.

Once the composition and characteristics of the unacceptable waste have been identified, arrangements will be made for the hauling and disposal of this waste material. The additional cost of hauling and disposal of this waste will be paid for by the Company which brought it into the Transfer Station.

1.14 RELATIONS WITH THE PUBLIC

A. The contractor and its employees shall cooperate with all users of the Transfer Station and make reasonable efforts to accommodate their needs. It is agreed that the Transfer Station provides an important public service and that all users should be treated with respect and courtesy. At no time shall the contractor or its employees use foul or abusive language or gestures. Additionally, during working hours, no employee shall consume or be under the influence of alcohol or drugs. Reports of any such actions by the contractor's employees shall be reported to the contractor and appropriate action shall be taken immediately. The County may terminate the contract if verified complaints regarding the contractor's employees using foul or abusive language or gestures, or failure to provide reasonable efforts to accommodate the public's needs is heard and, in the opinion of the County, sufficient action has not been taken by the contractor.

1.15 NON-COMPLIANCE ACTION/REACTION AND PENALTIES/ENFORCEMENT

A. Of major importance in the Brown County/Contractor relationship is the responsiveness of the contractor in satisfying certain operational requirements and in resolving operational problems. In instances where verbal notification of an operational problem is not adequately responded to by the contractor. The following course of action will be implemented:

1. Contractor shall commence, carry on and complete its obligations under this contract with all deliberate speed and in a sound, economical and efficient manner, in accordance with this contract and all applicable laws. In providing services under this contract, the contractor agrees to cooperate with the various departments, agencies, employees, and officers with the County.

2. The Counties will try to keep the volume of materials needing hauling under this contract consistent from day to day. But the volume of materials hauled under this contract may vary from the average or estimated volume. If on any given day the contractor is 100 tons or greater behind, corrective actions as listed below may be implemented. It is the contractor's responsibility to monitor incoming and outgoing tonnages on a daily basis.

Equipment breakdowns, road construction and road weight limits may require the contractor to vary its hauling schedule or to place additional vehicles and drivers to service the Contract. Tipping floors must not be allowed to fill to full capacity. Waste in the Transfer Station must be hauled within twenty four (24) hours of arriving at the waste Transfer Station. The Contractor must have sufficient resources to efficiently service this contract under these conditions.

3. This Agreement requires the contractor to haul a sufficient volume of materials from the Brown County Transfer Station in a timely manner and rate. If operations are hindered or cleanliness is affected because materials are not hauled out in a timely manner or rate, this will be considered insufficient volume. If the contractor requests additional open hours at the landfill, the contractor will pay any and all charges associated with keeping the landfill open longer hours.

CORRECTIVE ACTIONS:

To enforce compliance with these requirements, Brown County has the right to:

a. **Give notice to the contractor when materials or a portion thereof are not being removed in a timely manner or rate. Upon receiving this notice, the contractor has twenty four (24) hours to remove the materials noticed and deliver them to the required destination as per this Agreement.**

b. **If the materials have not been removed within twenty four (24) hours of the contractor being given notice, fines of $2,000 per day may be assessed on the contractor.**

c. If the materials have not been removed within forty eight (48) hours of the contractor being given notice, the County has the right to bring in a subcontractor of the County's choosing to load and/or haul material noticed to the required destination as per this Agreement. The contractor is required to allow the sub-contractor access to all County facilities and equipment. The County will subtract subcontractor costs from the contractor's payment for services associated with this Agreement.

1.16 PROPERTY DAMAGE/REPAIR

A. The contractors shall be responsible for the timely repair or replacement of property damaged by the contractors or any subcontractor in the performance of his work. This includes, but is not limited to, damage to structures, doors, vehicles, etc.

1.17 COMMUNICATION BETWEEN SCALE OPERATOR, TRANSFER STATION OPERATOR AND HAULER

A. The contractor will supply and maintain one (1) hand-held radio for the scale operator, transfer station operator and compactor operator to facilitate communication between these three parties.

Attachment B

BID PRICE SCHEDULE

(Use of this form is mandatory when submitting bid)

Transfer Station Operation and Solid Waste Hauling
Brown County Project #1352

The contractor proposes to furnish all material, labor, equipment, and all other items necessary for the Transfer Station Operation and Solid Waste Hauling Contract as specified herein for the following unit cost.

A. Transfer Station Operation and Solid Waste Hauling

Bidder shall only enter a per ton price for each year of the contract. Bidder's price per ton is to be based on hauling an estimated 140,000 tons per year of solid waste to designated landfill. BIDS will be rated on the cumulative total of a five (5) year contract.

Contract Year	Price Per Ton of Hauled Solid Waste			
	To Winnebago County Landfill Estimated Through Second Quarter of 2011		To Outagamie County Landill	
	To Veolia Hickory Meadows Landfill Through End of Contract		Estimated From Second Quarter of 2011 Through 9/30/2014	
	With Overweight Load Permit	With Load Limit of 80,000 GVW[1]	With Overweight Load Permit	With Load Limit of 80,000 GVW[1]
Year One	$_____/ton	$_____/ton		
Year Two	$_____/ton	$_____/ton	$_____/ton	$_____/ton
Year Three	$_____/ton	$_____/ton	$_____/ton	$_____/ton
Year Four	$_____/ton	$_____/ton	$_____/ton	$_____/ton
Year Five	$_____/ton	$_____/ton	$_____/ton	$_____/ton

Note: The rate paid for 80,000# GVW loads shall only be applied during periods when the State or County imposes highway load limits (approximately 6-8 weeks, March - May).

B. Total Cost for Contract Bond Required in Year One of Contract: $_____

1. Payment to contractor will be per month (total cost divided by 12 months)

C. Extra Work Items:

Haul full roll-off boxes from the on-site local unloading area to the Transfer Station as directed by the County for $_____ per box.

D. Fuel Adjustment:

Fuel adjustments have no affect on price bid per ton and will be calculated on the first day of each month.

FUEL ADJUSTMENT FOR HAULING TO WINNEBAGO COUNTY / HILBERT

Round Trip Haul is Established at 100 Miles
Average Diesel Fuel Mileage is Established at 5.0 Miles per Gallon

Calculation:

100 miles / 5.00 mpg = 20.00 gallons of diesel fuel used per load

Fuel price base at $2.03 per gallon
Fuel cost base per load = 20.00 gallons x $2.03 per gallon = $40.60 total fuel cost per load

For every $0.01 increase in diesel fuel, add $0.20 per load
For every $0.01 decrease in diesel fuel, deduct $0.20 per load

Example: If diesel is $2.13 per gallon, add (10 x .20) $2.00 per load
If diesel is $1.93 per gallon, deduct (10 x .20) $2.00 per load

FUEL ADJUSTMENT FOR HAULING TO OUTAGAMIE COUNTY

Round Trip Haul is Established at 60 Miles
Average Diesel Fuel Mileage is Estimated at 5.0 Miles per Gallon

Calculation:

60 miles / 5.00 mpg = 12.00 gallons of diesel fuel used per load

Fuel price base at $2.03 per gallon
Fuel cost base per load = 12.00 gallons x $2.03 per gallon = $24.36 total fuel cost per load

For every $0.01 increase in diesel fuel, add $0.12 per load
For every $0.01 decrease in diesel fuel, deduct $0.12 per load

Example: If diesel is $2.13 per gallon, add (10 x .12) $1.20 per load
If diesel is $1.93 per gallon, deduct (10 x .12) $1.20 per load

SEALED BID IS SUBMITTED TO: Brown County Clerk

1.01 The undersigned Bidder proposes and agrees, if this BID is accepted, to enter into an Agreement with Brown County in the form included in the BID Documents to perform all Work as specified or indicated in the BID Documents for the prices and within the times indicated in this BID and in accordance with the other terms and conditions of the BID Documents.

2.01 Bidder accepts all of the terms and conditions of the Request for BID and Instructions to Bidders, including without limitation those dealing with the disposition of BID security. The BID will remain subject to acceptance for ninety (90) days after the BID opening, or for such longer period of time that Bidder may agree to in writing upon request of Brown County.

3.01 In submitting this BID, Bidder represents, as set forth in the Agreement, that:

A. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

B. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this BID for performance of the Work at the price(s) BID and within the times and in accordance with the other terms and conditions of the BID Documents.

C. Bidder is aware of the general nature of work to be performed by Brown County and others at the Site that relates to the Work as indicated in the BID Documents.

D. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the BID Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the BID Documents.

E. The BID Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this BID is submitted.

4.01 Bidder further represents that this BID is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham BID; Bidder has not solicited or induced any individual or entity to refrain from BID; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Brown County.

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)
Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)
Name (typed or printed): _____

Title: _ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____
_____
Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

Attachment C

Reference Data Sheet

Brown County Project #1352

For Vendor:
Provide a current list of references for which your company is providing hauling services. Include dates, a specific contact person, position title and telephone number.

Company: _____
Address: _____
Telephone: _____
Contact Person: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____

Attachment D

Addendum Acknowledgement
Receipt Schedule

Brown County Project #1352

The undersigned acknowledges receipt of the following addendum:

Addendum #1_____ Initials_____

Addendum #2_____ Initials_____

Addendum #3_____ Initials_____

Addendum #4_____ Initials_____

The undersigned agrees with the following statement:
I have examined and carefully prepared the proposal/bid from the plans and specifications and have checked the same in detail before submitting the proposal/bid to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name_____
Signature

Date_____

If this bid/rfp/quote is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of bid/rfp/quote due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued with-in 3 business days prior to due date. If bid/rfp/quote has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New bid/rfp/quote must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP's/Quotes that do not acknowledge addendums may be rejected.

All bids/rfp's/quotes submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed bids/rfp's/quotes that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment E

Appeals

Brown County Project #1352

To: Vendors
RE: Brown County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a bid or quote.

Appeals may be submitted for the following purchases:

a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or

b) the item price is $5000 or more or the total order is $10,000 or more, and

c) vendor selection was based on factual errors, or

d) the lowest price vendor was not selected, or

e) failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600.

Attachment F

Insurance Requirements

Brown County Project #1352

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Not withstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

(1) **Worker's Compensation Insurance and Employers Liability.**
State Statutory workers' compensation Limits
Employer Liability, $100,000 each accident.

(2) **Comprehensive General Liability (Occurrence Form).**

- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance — $1,000,000 per occurrence
$1,000,000 aggregate

(3) **Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.
Limits of Insurance — $1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability.

Limit of Insurance	$1,000,000 per occurrence

Additional Insured

The Outside Contractor agrees that the Comprehensive General Liability and Business Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contactor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street
Green Bay, WI 54305-23600

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Human Resource Risk Administration to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. ****

State of Wisconsin | DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
1125 N. Military Ave., PO Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-492-5800
FAX 920-492-5913
TTY 920-492-5912

COPY

September 13, 2002

Mr. Charles Larscheid, Director
Brown County Port & Solid Waste Dept.
2561 South Broadway
Green Bay WI 54304

FID#405012740
Brown County
SW/APPR

Subject: Conditional Plan of Operation Approval, Brown County Solid Waste Transfer Facility, NE ¼ of Section 35, T24N, R19E, Village of Hobart, Brown County

Dear Mr. Larscheid:

We have reviewed and conditionally approved your proposal to construct a solid waste transfer facility at the closed Brown County West landfill site. The Department received a report entitled, "Plan of Operation for Brown County Transfer Station, Brown County Port & Solid Waste Department", on August 14, 2002.

The proposal should provide for a satisfactory solid waste transfer facility provided that the facility is constructed and operated in accordance with the proposed plan of operation, s. NR 502.07, Wis. Adm. Code, and the attached conditional approval. We suggest that the person responsible for operation of the facility review and understand all operational requirements listed in s. NR 502.07(7), Wis. Adm. Code and this approval.

Please contact Mr. Jim Zellmer, DNR Waste Management Engineer, to arrange for a field inspection of the facility once you have completed construction. If the site has been constructed in accordance to your plan of operation and this approval, the site will be approved for licensing. No wastes are to be accepted at the facility until the Department has issued a license.

The attached document represents the conditional approval for your transfer facility. Any changes or modifications to the approved plan of operation must be submitted in writing to the Department for review and approval prior to implementing the changes.

On September 3, 2002, the Department met with representatives of the Oneida Tribe regarding their concerns with the proposed facility. Brown County has agreed that representatives of the Oneida Tribe may accompany Department staff during any WDNR inspections of the facility.

Please be reminded that approval and licensing by the Department does not relieve you of the legal obligations to comply with all other state and local permits, zoning, and regulatory requirements.

Please contact Jim Zellmer at (920) 492-5931 if you have any questions regarding this approval.

Sincerely,

Len Polczinski
Waste Program Manager
Northeast Region

cc: Steve Gremer – Robert E. Lee & Associates, Inc., 2825 S. Webster Ave., Green Bay, WI 54301-2878
Len Tercsinski, President – Village of Hobart Office, 2990 S Pine Tree Rd., Oneida, WI 54155
Tom Nelson – Oneida Nation of Wisconsin, PO Box 365, Oneida, WI 54155

BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

CONDITIONAL PLAN OF OPERATION APPROVAL
BROWN COUNTY SOLID WASTE TRANSFER FACILITY
VILLAGE OF HOBART, BROWN COUNTY

FINDINGS OF FACT

The Department finds that:

1. Brown County Port & Solid Waste Department proposes to construct and operate a nonhazardous solid waste transfer facility in the NE ¼ of Section 35, T24N, R19E, Village of Hobart, Brown County, Wisconsin. This facility will be located adjacent to the closed Brown County West landfill.

2. On August 14, 2002, the Department received a plan of operation report and accompanying plan sheets from Robert E. Lee & Associates, Inc., on behalf of Brown County, for a solid waste transfer facility.

3. The Department received the correct plan review fee of $1,500 on September 11, 2002.

4. The facility will consist of a 122-foot by 104-foot solid waste transfer building, an office/scalehouse, a scale, and a residential waste drop-off area.

5. The Department performed an initial site inspection on April 29, 2002, to determine compatibility of a solid waste transfer facility with location and performance standards set forth in s. NR 502.04, Wis. Adm. Code.

6. The Department has prepared an Environmental Analysis (EA) and Decision on the need for an Environmental Impact Statement, dated August 12, 2002. The Department has considered the EA and comments received on it and has complied with all of the applicable requirements of ch. NR 150, Wis. Adm. Code, and s. 1.11, Stats. This decision is consistent with social, economic, and other essential considerations. All practical means to avoid or minimize environmental harm have been adopted.

7. The special conditions set forth below are needed to ensure that the facility is operated in an environmentally safe fashion.

CONCLUSIONS OF LAW

1. The Department has authority under s. 289.05 (1), Stats., to promulgate rules establishing minimum standards for the location, design, construction, sanitation, operation, monitoring and maintenance of solid waste facilities.

2. The Department has authority to approve plans with special conditions if the conditions are needed to ensure compliance with chs. NR 500-538, Wis. Adm. Code.

3. The conditions of approval set forth below are needed to ensure compliance with chs. NR 500-538, Wis. Adm. Code.

4. In accordance with the foregoing, the Department has authority under s. 289.30, Stats., and s. NR 502.07, Wis. Adm. Code, to issue the following conditional plan of operation approval.

CONDITIONAL PLAN OF OPERATION APPROVAL

The Department hereby approves the plan of operation for the Brown County Solid Waste Transfer Facility, Village of Hobart, Brown County, subject to compliance with chs. NR 500-538, Wis. Adm. Code, and the following conditions:

1. Brown County shall notify the Department's Northeast Region Waste Management Engineer to arrange for an inspection of the facility once construction is complete. No wastes shall be accepted at this facility until the Department has performed a final construction inspection and a license has been issued.

2. No more than 825 tons of solid waste per day shall be handled at this facility without prior written approval from the Department.

3. The facility shall be cleaned daily and all doors closed at the end of each operating day.

4. The property shall be inspected daily and kept free of litter.

5. Solid waste on the premises shall not be stored for a period of greater than 24 hours except in conformance with s. NR 502.05, Wis. Adm. Code, or unless the waste is contained in leak-proof vehicles or containers with impermeable tops used by a licensed collection and transportation service.

The Department retains the jurisdiction either to require the submittal of additional information or to modify this approval at any time, if in the Department's opinion, further modifications are necessary.

NOTIFICATION OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed or otherwise served by the Department, to file your petition with the appropriate Circuit Court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
William R. Salbig, Regional Director

Northeast Region Headquarters
1125 N. Military Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-492-5800
FAX 920-492-5913
TDD 920-492-5812

RECEIVED
OCT 6 1998

October 2, 1998

FILE REF: FID #405132860
Brown Co.
SW
Corr

Mr. Charles Larscheid, Director of Solid Waste
Brown County Solid Waste Department
2561 South Broadway
Green Bay, WI 54304

Subject: Request For Additional Information, Plan of Operation, Brown County South Landfill, Brown County, Wisconsin

Dear Mr. Larscheid:

The Department has begun writing the plan of operation approval for your proposed Brown county South Landfill. During the write-up, it was discovered that the locations of the gradient control system panels were not identified on the plan sheets. Plan sheet No. 3 is labeled "Subgrade and Groundwater Collection System", but does not identify the location of the collection system. Please submit a plan sheet that identifies the location of the system in each sequence of development.

If you have any questions, please contact me at the Madison office at (608) 267-0542.

Sincerely,

Leland D. Archiquette
Waste Management Engineer
Northeast Region

cc: Steve Grenier - Robert E. Lee & Associates
Jon brand - NBR, Lombardi
Joe Traynor - WA/3

Dated 9/8/02

DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Len Polczinski
Waste Program Manager
Northeast Region

Jim Zellmer
Waste Management Engineer
Northeast Region

Transfer Station DAILY Inspection Sheet

Complete and return by Friday afternoon

RETURN TO THE BROWN COUNTY TRANSFER STATION MANAGER

Compactor

Day 1:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 2:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 3:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 4:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 5:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 6:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Day 7:

- [ ] Check oil level in reservoir, level should be 3/4 of the sight gauge with ram fully retracted
- [ ] Check for oil leaks
- [ ] Check oil filter indicator on the power unit reservoir, change filter if necessary
- [ ] Check for any unsafe conditions in the compactor area

Comments:

_____

_____

_____

TRANSFER STATION MONTHLY INSPECTION SHEET

COMPLETE AND RETURN BY FRIDAY AFTERNOON

RETURN TO THE BROWN COUNTY TRANSFER STATION MANAGER

Week: One

Compactor:

- [ ] Clean air breather on reservoir
- [ ] Visually inspect oil filter indicator
- [ ] Verify proper operation of the photocell
- [ ] Check for any unsafe condition such as exposed electrical lines or operating obstructions
- [ ] Check external hoses for chafing, rubbing, or other deterioration and damage
- [ ] Lubricate the ram hold down bars using an all purpose grease
- [ ] Check unit for cracked welds, bowing, and structural deterioration
- [ ] Remove cleanout covers form the sides of the compactor body. Clean out the debris from behind the ram
- [ ] Replace covers when cleanout is complete

Comments:

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TRANSFER STATION MONTHLY INSPECTION SHEET
COMPLETE BY THE LAST DAY OF THE MONTH

RETURN TO THE BROWN COUNTY TRANSFER STATION MANAGER

December YEAR: _____

Roof Fan:

☐ Lubricate fan shaft

☐ Lubricate Motor

Ceiling Exhaust Fan:

☐ Clean grille

☐ Clean blower wheels and housing

Comments:

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