



**Memorandum of Understanding (MOU) Between  
Vernon County Solid Waste & Recycling Department &  
Town of Clinton, Vernon County, WI for  
Special Tipping Rate for Municipal Solid Waste Disposal**

WHEREAS Vernon County may best serve its residents by leading, coordinating, and providing county, regional, and statewide initiatives;

WHEREAS Vernon County strives to, directly, or in cooperation with other public and private partners, provide services and create opportunities that make Vernon County a preferred place to live, work, visit, and conduct business;

WHEREAS Vernon County strives to provide high quality infrastructure and integrated services by, in part, developing trusting, collaborative relationships among diverse partners;

WHEREAS Vernon County Solid Waste and Recycling Department has a mission to provide the residents, businesses and organizations of Vernon County with a cost effective, comprehensive integrated waste management system that promotes economic development while protecting and preserving the county's natural environment;

WHEREAS, the Vernon County Solid Waste and Recycling Department owns and operates a sanitary landfill as a part of its integrated solid waste management system, charges a fee for disposal and seeks to garner adequate waste tonnage to ensure its economic viability;

WHEREAS, the Town of Clinton (the "Town") faces increasing budgetary burdens as demand for services increase and sources of revenue decrease;

WHEREAS, the Town provides its residents with coordinated services for the collection and disposal of municipal solid waste and seeks affordable costs for said services;

WHEREAS, Vernon County Solid Waste and Recycling Department shall provide additional benefits, as defined herein below, that are not otherwise available to the Town and the Parties to this MOU agree that the benefit provided is valid consideration offered in exchange for the Town's agreement to be bound by the terms of this Memorandum of Understanding ("MOU");

NOW THEREFORE, in consideration of the above premises and the mutual understanding of the parties as described in this MOU, the parties agree as follows:

**Definitions:**

- 1) "Garbage" has the meaning assigned to such term in Wis. Stat. § 289.01(9), namely "discarded materials resulting from the handling, processing, storage and consumption of food."
- 2) "Municipal Solid Waste" refers to the solid waste generated within a particular municipality.
- 3) "Solid Waste" has the meaning assigned to such term in Wis. Stat. § 289.01(33), namely "any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining, and agricultural operations, and from community activities."
- 4) "Vernon County Landfill" refers to the Vernon County Solid Waste and Recycling Facility located in Viroqua, WI.

- 5) "Vernon County Municipalities" refers to any city, town or village within Vernon County.

**Rate:**

The 2023 tipping rate for municipal solid waste offered by the Vernon County Solid Waste & Recycling Department to contracted waste haulers is \$57.75 per ton. This rate is subject to change on an annual basis; and the County will in its sole discretion establish the rate based on its defined criteria which will include consideration of relevant data, including changes to local, state or federal taxes or fees.

**Term, Termination and Breach:**

Term. This MOU shall become effective as of the Effective Date and shall remain in effect for a period of one (1) year. Thereafter, this MOU shall automatically renew for successive 2-year terms (each such period, a "Renewal Term") unless terminated by either party with written notice of non-renewal to the other party at least sixty (60) days prior to the last day of the then current term.

Breach. If either party breaches the MOU in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach.

Material Breaches. Notwithstanding the above, either party may terminate this MOU for a material breach by the other party, effective immediately upon notice; the nonbreaching party may provide an opportunity to cure but is not so required. Material breaches are defined to be any breach that has or is likely to have a material and adverse effect on the nonbreaching party and includes a failure of the breaching party to abide by any of their respective roles and responsibilities as defined herein.

**Roles & Responsibilities:**

In addition to the terms contained herein above, the parties agree to be bound by the additional terms assigned to them as included herein below.

The Vernon County Solid Waste Department

- 1) Shall comply with all federal, state, and local laws, rules, and ordinances.
- 2) Shall operate its landfill in compliance with all local, state, and federal laws and regulations and keep its landfill open for receipt of municipal solid waste from Vernon County Municipalities.
- 3) Shall continue to operate an Effective Recycling Program as the Responsible Unit of Recycling.
- 4) Shall continue to serve the Vernon County Municipalities and its citizens by investing its earnings back into community recycling and waste diversion programming.
- 5) In consideration for the Town agreeing to be bound by the terms of this MOU, shall provide to the Town additional advantages not otherwise available to the Town and as defined in Appendix A, attached hereto.

The Town of Clinton

- 1) Shall comply with all federal, state and local laws, rules and ordinances.
- 2) Shall conduct its own, or contract for, residential waste collection services according to its individual needs.
- 3) Shall conduct its Effective Recycling Program as part of its Responsible Unit of Recycling.
- 4) Shall consign its waste tonnage generated as a part of its residential waste collection services, regardless of hauler, to the Vernon County Solid Waste and Recycling Department landfill.

Town shall provide the County with an executed contract with the municipality's waste hauler which includes language requiring the municipalities waste be delivered to the Vernon County landfill within 30 days of execution of this MOU.

Town shall provide the County with its waste volumes collected by its waste hauler during the calendar year, on an annual basis.

- 5) Shall be solely responsible for assuring that any relevant third party, including any relevant waste hauler, is aware of and acts in accordance with the Municipality's obligations as defined herein.

Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each term of this Agreement, and do so with full understanding of the terms herein.

For the Vernon County Solid Waste Dept.

By \_\_\_\_\_  
Stacie Sanborn, Director

Date \_\_\_\_\_

For the Town of Clinton

By Corey Reis Chairman

Date 7/11/23



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**Appendix A**

The County shall provide the following additional advantages not otherwise available to the Town of Clinton.

Whereas, the County will contract with any state licensed waste hauler for waste disposal at the Vernon County Landfill;

Whereas, the County, as part of these contracts, will seek agreements with haulers that include rebating tipping fees based on the haulers' agreed upon term of commitment to dispose of Solid Waste at the Vernon County Landfill;

Whereas, the County as part of its integrated waste management system provides transportation and dumpster rental to the various Vernon County Municipalities for the collection of tires, e-waste, appliances, and mattresses and the Vernon County Municipalities are required to cover costs associated with said service; and

Now Therefore, the Parties agree the County will provide the following in consideration:

The County will rebate the Town of Clinton \_\_\_\_\_ per ton of consigned waste that is delivered to the County landfill during the calendar year upon proof of delivery to the Vernon County Landfill; and

The County will provide, at no cost, transportation and dumpster rental to Town of Clinton for the collection of tires, e-waste, appliances, and mattresses.

For the Vernon County Solid Waste Dept.

By \_\_\_\_\_  
Stacie Sanborn, Director

Date \_\_\_\_\_

For the Town of Clinton

By Cory Les Chairman

Date 7/11/23