

**REQUEST FOR SEALED BID**

**FOR**

**CITY OF RICHLAND CENTER,  
RICHLAND COUNTY, WISCONSIN**

**Groundwater monitoring at the Richland Center Landfills (License #01519 and #03065). The work will also include leachate, lysimeter, and gas testing and testing of private wells in the area of the Landfill.**

**Bids must be received no later than 2:00 p.m. on March 21, 2016**

**Label envelopes in lower left corner: Groundwater Monitoring Bid**

**Mail to: City of Richland Center, City Clerk  
450 S. Main Street, Richland Center, WI 53581**

**For further information regarding this bid,  
contact Terry Nelson, Public Works Superintendent at 608-647-3559  
or check the City of Richland Center web site at [www.ci.richland-center.wi.us](http://www.ci.richland-center.wi.us)**

**Late Bids will be rejected. The City reserves the right to reject any and all bids.  
The City of Richland Center is an equal opportunity employer, provider and lender.**

## LANDFILL GROUND WATER TESTING

The City of Richland Center is requesting bids for the testing of water at a total of 27 (twenty-seven) monitoring wells associated with the Richland Center Landfill. This landfill area includes two separate licenses. These tests must be completed and submitted by December 30, 2016.

License #01519 contains 4 (four) monitoring wells #MW1, MW2, MW3, and MW4 (Attachment 3). Also required is the testing of 8 private wells located in the vicinity of the landfill. Lists of these property owners are attached (Attachment 1) along with a map (Attachment 1A) showing their location. It will be the responsibility of the engineering firm to make contact and schedule the testing times and complete a report to the city. Also attached (Attachment 1B) is the DNR approved monitoring schedule for license #01519. This work will be one proposal, landfill 01519.

The second area, license #03065 require water, leachate, lysimeter and gas testing at 15 (fifteen) test sites at the landfill area. There are six ground water or down gradient monitoring wells DNR ID (MW-5) (MW-6) (MW-11) (MW-12) (MW-13) (MW-13P), five water elevation wells DNR ID (MW07) (MW-7P) (MW-8R) (MW-9) (MW-9P), one Lysimeter DNR ID (LS-1), one Leachate head well DNR ID (LW-1), one leachate tank sample (LE), four gas vents (GV) and one probe (GP). A map of the locations (Attachment 3) of these test sites is included as well as the DNR approved monitoring schedules (Attachment 2) for all monitoring. This work will be the second proposal, landfill 03065.

### **General Requirements:**

All monitoring shall be completed according to attached monitoring schedules, tested and submitted by 12/30/2016.

An electronic work report and testing results must be sent to both the DNR's Madison and Dodgeville offices and the City Clerk and Public Works Superintendent at 450 S. Main Street, Richland Center, WI 53581 or via email to [Melinda.jones@richlandcenter.com](mailto:Melinda.jones@richlandcenter.com) and [terry.nelson@richlandcenter.com](mailto:terry.nelson@richlandcenter.com).

A Wisconsin certified laboratory shall test water samples. Samples shall be sent to the lab by US Mail. The lab shall be directed to send the test results report to the City Clerk and Public Works Superintendent at 450 S. Main Street, Richland Center, WI 53581 or via email to [Melinda.jones@richlandcenter.com](mailto:Melinda.jones@richlandcenter.com) and [terry.nelson@richlandcenter.com](mailto:terry.nelson@richlandcenter.com).

This proposal will be reviewed as a total of the two parts with one firm being awarded the entire contract.

This bid is only for 2016 required testing. Upon satisfactory work, the contract may be renewed annually.

**STANDARD TERMS AND CONDITIONS  
(Request For Bids/Proposals/Contracts)**

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Richland Center acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City of Richland Center.

1.2. **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City of Richland Center shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications, which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items, which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City of Richland Center.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The City of Richland Center reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Any increase proposed shall be submitted to the contracting department thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor, which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any City official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship, which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** The City of Richland Center reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

8.1 Bids MUST be dated and time stamped by the City of Richland Center, City Clerks Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the City Clerk is necessary; timely deposit in the mail system is not sufficient.

9.0 **METHOD OF AWARD:** Award shall be made to the highest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, will be considered in determining responsibility.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the City Attorney.

11.0 PAYMENT TERMS AND INVOICING: The City of Richland Center normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by the City while any such default or breach shall exist shall in no way impair or prejudice the right of the City with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The City of Richland Center and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

12.1 The City, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. City may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Richland County Circuit Court. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the City of Richland Center.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this agreement the contractor agrees, in accordance with WI Stats. sec. 111.321 and Chapter 75 of the City of Richland Center Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, and employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The contractor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Contractors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the City Administrator/Utility Manager office within fifteen (15) working days of the effective date of the contract. The City may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or other local government unit.

16.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with the conditions of this clause may result in the contractor's being declared ineligible to do business with the City, termination of the contract, or subject to withholding of payment.

16.4 The contractor agrees to furnish all information and reports required by the City of Richland Center's City Administrator/Utility Manager as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with chapter 75, City Ords., and the provisions of this Agreement.

16.5 Americans with Disabilities Act: The contractor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The contractor guarantees goods sold to the City of Richland Center were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City of Richland Center (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City of Richland Center must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to the City of Richland Center shall:

20.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend the City of Richland Center, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the City of Richland Center, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. The City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish the City with a certificate of insurance listing the City of Richland Center as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The successful vendor shall furnish the City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or the City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against the City of Richland Center upon any matter herein indemnified against, the City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The City reserves the right to require higher or lower limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: The City of Richland Center reserves the right to terminate any agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve the City of its responsibility to pay for services or goods provided or furnished to the City prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the City of Richland Center to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the City Clerk/Treasurer's Office Monday - Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s.134.90(1)(c), Wis. Stats., the City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, the City shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in WI Stats 19.36(5) must be identified on a designation of Confidential and Proprietary Information form. In any event bid prices will not be held confidential after award or contract.

23.0 RECYCLED MATERIALS: The City of Richland Center is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of the City of Richland Center, any of its departments or sub-units, or any City official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The contractor and the City of Richland Center recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Richland Center (purchaser). Therefore, the contractor hereby assigns to the City of Richland Center any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: The successful bidder on a contract where payment to the contractor is based on the contractor's costs shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Contractor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the years 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the years 2000; and c) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT The successful bidder shall:

- Pay the Federal Government's or the State of Wisconsin's living wage to all its employees engaged in performance of the work, whether on a full-time or part-time basis.

- Make available for the City of Richland Center inspection its payroll records relating to employees providing services under the agreement.
- Submit certifications as required in section 75 of the City Ordinances.
- Display the Federal Government's or the State of Wisconsin's current living wage poster in a prominent place where it can be easily seen and read by employees.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the successful bidder fails to comply with the provisions of s. 75 of City Ordinances, the City may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future city contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

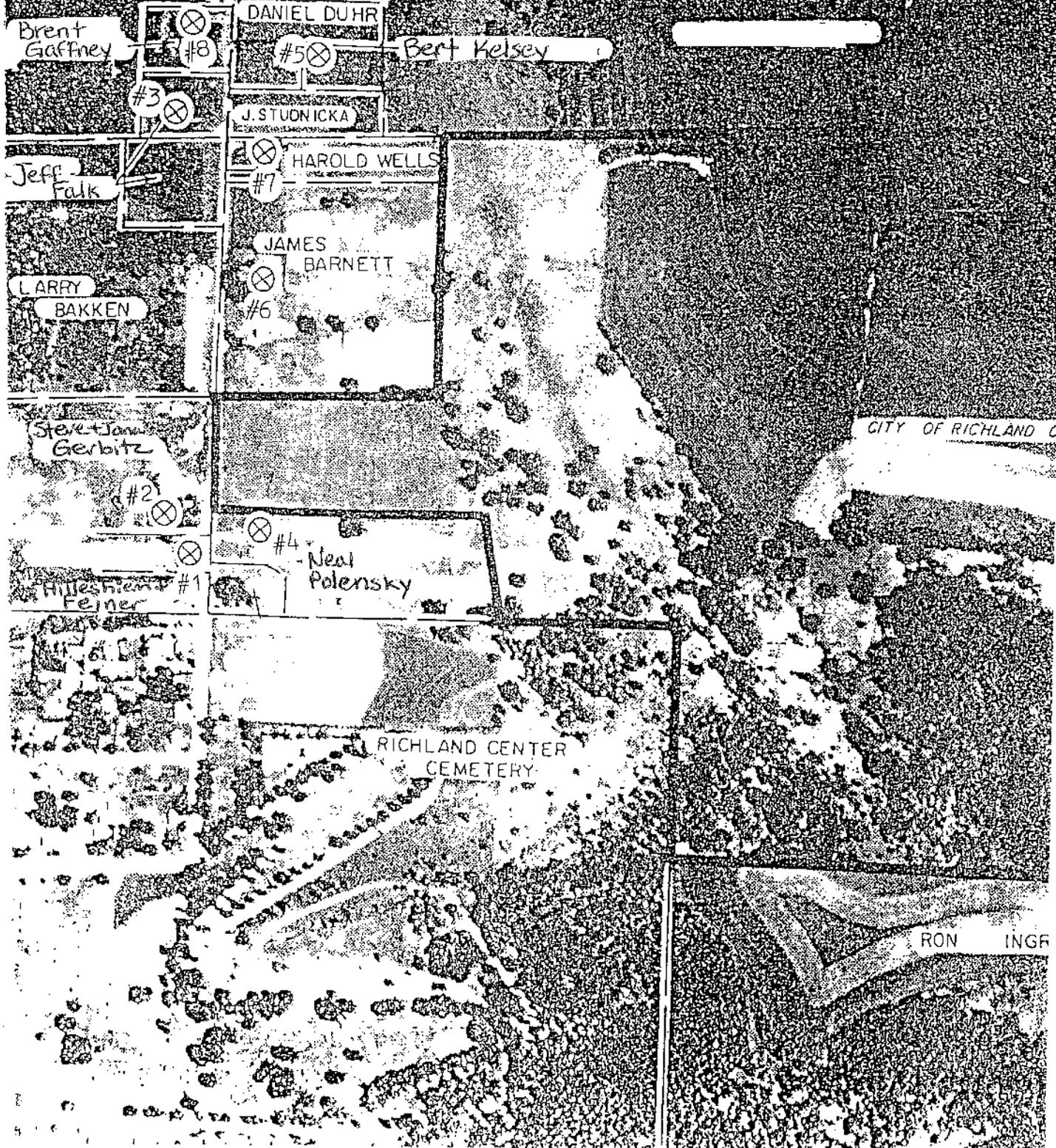
- The maximum value of services to be provided is less than \$5,000
- The bid involves only the sale of goods to the City;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s.62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

Attachment #1 – Private well owners on Hwy AA

<u>Property Address</u>	<u>Property Owner</u>	<u>Well #</u>
23936 County Hwy AA	Brent Gaffney	8
24006 County Hwy AA	Jeff Falk	3
24196 County Hwy AA	Steve & Jana Gerbitz	2
24240 County Hwy AA	Nick Hilleshiem & Melissa Feiner	1
County Hwy AA	Neal's Muffler Neal Polensky 24526 Pinto Lane	4
24079 County Hwy AA	James & Linda Barnett	6
24003 County Hwy AA	Harold Wells	7
23953 County Hwy AA	Bert Kelsey 24858 Hall Lane	5

Attachment # 1.A.

Scale: 1" = 400'





State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Ruthe E. Badger, Regional Director

South Central Region Headquarters  
3911 Fish Hatchery Road  
Fitchburg, Wisconsin 53711-5397  
Telephone 608-275-3266  
FAX 608-275-3338  
TTY Access via relay - 711

March 23, 2005

Mr. Jude Elliott  
City of Richland Center  
182 North Central Avenue  
Richland Center, WI 53581

*GEMS  
OK*

FID #153004940  
Richland County  
SW/APPR

SUBJECT: Plan of Operation Modification for Environmental Monitoring: Richland Center Landfill (Lic. #01519), Richland County, Wisconsin

Dear Mr. Elliott:

The Department is issuing the attached plan of operation modification approval to allow changes to the environmental monitoring program at the closed City of Richland Center landfill (Lic. #01519). There is no review fee associated with this unilateral plan modification. In issuing this approval, we considered preliminary information submitted to the Department by Woodland Consultants, Inc. on September 20, 2004. We also considered groundwater information in the Department's GEMS database and the Richland Center landfill (Lic. #01519) solid waste approval and correspondence files.

The main purpose for the monitoring changes is to evaluate the water quality of the private water supply wells located downgradient of the landfill. The four nearest private wells (east of County Highway AA) will be monitored every five years provided there is no landfill contamination detected in them. Four additional private wells (west of County Highway AA) would be monitored only once provided they have no landfill contamination. If the water quality testing shows that the landfill has affected a private well, we will require water quality monitoring at those residences on a regular basis. A health advisory would be issued if a private well has contaminants above Safe Drinking Water Act levels.

We have summarized the new groundwater-monitoring program in a table attached to the plan of operation modification. Please be aware that private well results should be submitted to the Department as hard copies within 10 days of your receiving the results from the laboratory. The private well results should also be submitted to the Department electronically along with your routine monitoring data submittal.

If you have any questions about this letter, please call Janet Battista at (608) 275-3292.

Sincerely,

Michael C. Degen  
Waste Management Team Leader  
South Central Region

Attachment: Groundwater Monitoring Schedule; Richland Center Landfill (Lic. #01519)

Cc: Mr. Larry Fowler, P.E. - Woodland Consultants, Inc., Richland Center, WI 53581  
Tom Bennwitz, Janet Battista - SCR/Fitchburg solid waste files



BEFORE THE  
STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

CONDITIONAL PLAN OF OPERATION APPROVAL  
FOR ENVIRONMENTAL MONITORING  
FOR THE  
RICHLAND CENTER LANDFILL [LIC. #01519]

FINDINGS OF FACT

The Department finds that:

1. The City of Richland Center owns a closed non-hazardous solid waste disposal facility in the NE 1/4 and the NE 1/4 of Section 16, T10N, R1E, city of Richland Center, Richland County, Wisconsin.
2. The landfill (Lic. #01519) contains approximately 150,000 cubic yards of municipal solid waste, construction and demolition waste, coal ash, and miscellaneous clean fill material, and covers approximately 8.2 acres.
3. The Department issued the City of Richland Center a conditional plan of operation approval for the landfill (Lic. #01519) on December 30, 1971.
4. The Department issued the City of Richland Center a conditional closure plan approval for the landfill on March 10, 1982.
5. On May 19, 1982, the Department issued the City of Richland Center a "plan approval addendum" for groundwater monitoring at the landfill. The addendum fulfilled the requirement of Condition 6 of the March 10, 1982 closure plan approval for the landfill.
6. The City of Richland Center closed and capped the landfill (Lic. #01519) before March 1987.
7. On May 21, 1991, the Department issued the City of Richland Center an approval to modify the groundwater-monitoring program at the landfill.
8. The special conditions set forth below are needed to detect detrimental effects from the landfill on groundwater quality at monitoring wells and private wells near the landfill.

CONCLUSIONS OF LAW

1. The Department has promulgated ch. NR 507, Wis. Adm. Code, establishing minimum standards for monitoring landfill sites, under the authority of ch. 289, Stats.
2. The conditions of approval set forth below are needed to ensure compliance with chs. NR 500-538, Wis. Adm. Code.

3. In accordance with the forgoing, the Department has the authority under ch. 289, Stats. to issue the following conditional approval modification.

#### CONDITIONAL PLAN OF OPERATION APPROVAL

The Department hereby approves the request for a modification to the groundwater monitoring requirements for the Richland Center landfill (Lic. #01519), subject to compliance with the provisions of c. NR 507, Wis. Adm. Code and the following condition:

1. Groundwater shall be monitored according to the Groundwater Monitoring Schedule, attached.

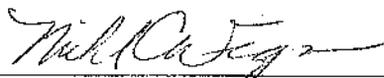
Note: This condition supersedes Condition 6 of the March 10, 1982 Closure Plan Approval, the May 19, 1982 Closure Plan Addendum Approval for Groundwater Monitoring, and the May 21, 1991 Groundwater Monitoring Approval for the Richland Center landfill (Lic. #01519).

#### NOTICE OF APPEAL RIGHTS

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes, administrative codes and case law establish time periods and requirements for reviewing Department decisions.

To see judicial review of the Department's decision, sections 227.52 and 227.53, Stats., establish criteria for filing a petition for judicial review. Such a petition shall be filed with the appropriate circuit court and shall be served on the Department. The petition shall name the Department of Natural Resources as the respondent.

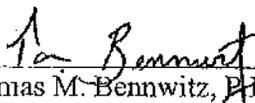
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary



Michael C. Degen  
Waste Management Team Supervisor  
South Central Region



Janet Battista, P.G.  
Waste Management Hydrogeologist  
South Central Region



Thomas M. Bennwitz, P.E.  
Waste Management Engineer  
South Central Region

**Groundwater Monitoring Schedule  
Richland Center Landfill (Lic. #1519)**

**April 23, 2007**

<b>Monitoring Point (DNR ID)</b>	<b>Frequency of Sampling</b>	<b>Parameters</b>
<b>Monitoring wells for water quality testing:</b>  MW-1 (101) MW-2 (102) MW-3 (103) MW-4 (104)	<b>Annual (March)</b>	00010 Field Temperature in °C 00094 Field Conductivity @25°C 72020 Groundwater Elevation  Note sample odor (00001), color (00002) and turbidity (00003), if present  VOC Scan EPA SW 846 Method 8260  [NR 507 Appendix 3 list of VOCs]
<b>Private wells*:</b>  PW-1 Geishert (201) PW-2 Gerbitz (202) PW-3 Cunningham (203) PW-4 Neal's (204) PW-5 B & D (205) PW-6 Barnett (206) PW-7 Wells (207) PW-8 Gaffney (208)	<b>Once every two years [beginning March 2008]</b>	00010 Field Temperature in °C 00094 Field Conductivity @25°C  VOC Scan EPA SW 846 Method 8260 or EPA Method 524.2  [NR 507 Appendix 3 list of VOCs]

**Note:** Report the following parameter numbers for the listed conditions:

- 00001 Sample has odor
- 00002 Sample has color
- 00003 Sample has turbidity
- 00004 Well is broken
- 00005 Well is frozen
- 00006 Well is dry

\* the following contacts and addresses are associated with each private well name (as of April 23, 2007):

Thelma Geishert (PW-1)  
24240 County Highway AA  
Richland Center, WI 53581

Steven & Jana Gerbitz (PW-2)  
24196 County Highway AA  
Richland Center, WI 53581

Earl Cunningham (PW-3)  
24006 County Highway AA  
Richland Center, WI 53581

Neal Polensky (PW-4)  
Neal's Muffler Shop  
Highway AA, Route 3  
Richland Center, WI 53581

B Kelsey (PW-5)  
B&D Construction  
23952 County Highway AA  
Richland Center, WI 53581

James Barnett (PW-6)  
24079 County Highway AA  
Richland Center, WI 53581

Harold Wells (PW-7)  
24003 County Highway AA  
Richland Center, WI 53581

Brent & Angela Gaffney (PW-8)  
23936 County Highway AA  
Richland Center, WI 53581



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Ruthe E. Badger, Regional Director

South Central Region Headquarters  
3911 Fish Hatchery Road  
Fitchburg, Wisconsin 53711-5397  
Telephone 608-275-3266  
FAX 608-275-3338  
TTY Access via relay - 711

March 23, 2005

Mr. Jude Elliott  
Director of Public Works  
City of Richland Center  
182 North Central Avenue  
Richland Center, WI 53581

FID #153019680  
Richland County  
SW/APPR

SUBJECT: Plan of Operation Modification Approval for Environmental Monitoring:  
Richland Center Landfill, Lic. #03065; Richland County, Wisconsin

Dear Mr. Elliott:

We have reviewed and approved your request for a modification to the plan of operation for the City of Richland Center landfill (license #03065). Woodland Consultants, Inc. submitted the request to the Department on your behalf on January 13, 2005, and it was received on January 18, 2005. The Department is granting the attached conditional plan of operation modification approval to allow changes to the environmental monitoring program for the landfill. On March 21, 2005, we received a payment of \$1650 for the plan modification review fee.

In granting this approval, we have considered historical information and current environmental conditions for both groundwater and air quality at the landfill. The changes incorporated into the approval will update the original monitoring program for the landfill by eliminating unnecessary monitoring parameters and by reducing the frequency of monitoring at certain locations. Overall protection of groundwater and air quality at the landfill will not be affected by these changes.

Please note that we have included a condition requiring the use of a more sensitive meter for measuring field specific conductivity, so that readings above 5000 umho/cm can be measured in the leachate samples. Also note that the conditions of this approval refer to site specific requirements - general sampling, data reporting, and data quality requirements are included in c. NR 507, Wis. Adm. Code.

We have summarized the new monitoring program for the landfill in Tables 1-4, attached to the plan of operation approval modification. If you have any questions about this letter, please call Janet Battista at (608) 275-3292.

Sincerely,

Michael C. Degen  
Waste Management Team Leader  
South Central Region

Attachments: Table 1: Schedule for Groundwater Monitoring; Richland Center Landfill (Lic. #03065)  
Table 2: Schedule for Lysimeter Monitoring; Richland Center Landfill (Lic. #03065)  
Table 3: Schedule for Leachate Monitoring; Richland Center Landfill (Lic. #03065)

Table 4: Schedule for Gas Monitoring; Richland Center Landfill (Lic. #03065)

Cc: Mr. Larry Fowler, P.E. - Woodland Consultants, Inc., Richland Center, WI 53581  
✓ Tom Bennwitz - SCR  
Janet Battista - SCR/Fitchburg files

BEFORE THE  
STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

CONDITIONAL PLAN OF OPERATION APPROVAL  
FOR ENVIRONMENTAL MONITORING  
FOR THE  
RICHLAND CENTER LANDFILL [LIC. #03065]

FINDINGS OF FACT

The Department finds that:

1. The City of Richland Center owns a closed non-hazardous solid waste disposal facility in the NE 1/4 of the NE 1/4 quarter of section 16, T10N, R1E, Town of Richland Center, Richland County, Wisconsin.
2. The Department issued a conditional plan of operation approval for the facility on January 14, 1986 and a plan of operation approval modification on March 27, 1991.
3. The landfill contains approximately 119,000 cubic yards of mixed municipal solid waste, and foundry waste from the Richland Center Foundry.
4. The City stopped accepting waste at the landfill before April 9, 1994.
5. On January 18, 2004, the Department received a letter requesting a modification to the environmental monitoring portion of the Plan of Operation for the landfill.
6. On March 21, 2005, the Department received a check for \$1650, the fee for review of the plan modification proposal.
7. Other documents considered in connection with the review of the plan modification request include the following:
  - a. General information in the Department's approval and correspondence files for Richland Center landfill.
  - b. Environmental monitoring data in the Department's GEMS database for the Richland Center landfill.

CONCLUSIONS OF LAW

1. The Department has authority under ch. 289, Stats. to modify a plan of operation if the modification would not inhibit compliance with the applicable standards in chs. NR 500-538, Wis. Adm. Code.
2. The Department has authority to approve a plan of operation modification with special conditions if the conditions are needed to ensure compliance with applicable standards in chs. NR 500-538, Wis. Adm. Code.

3. The conditions of approval set forth below are needed to assure compliance with s. NR 140, Wis. Adm. Code and applicable portions of NR 500-538, Wis. Adm. Code.
4. In accordance with the foregoing, the Department has authority under ch. 289, Stats., and ch 160, Stats., to issue the following conditional approval for modifying the plan of operation for the Richland Center landfill Lic. #03065.

**CONDITIONAL PLAN OF OPERATION MODIFICATION APPROVAL  
FOR THE CITY OF RICHLAND CENTER LANDFILL**

The Department hereby approves the proposed request to modify the environmental monitoring program for the Richland Center landfill (Lic. #03065) with the following conditions. The City of Richland Center (The City) shall conduct environmental monitoring at the closed Richland Center landfill (Lic. #03065) as follows:

1. The City shall monitor groundwater at the 11 existing groundwater-monitoring wells as detailed in Table 1: Schedule for Groundwater Monitoring, attached.

Note: This condition supersedes Conditions 34, 36, 37 and 47 of the January 14, 1986 Plan of Operation Approval for the Richland Center landfill.

2. The City shall monitor the landfill lysimeter as detailed in Table 2: Schedule for Lysimeter Monitoring, attached.

Note: This condition supersedes Condition 42 of the January 14, 1986 Plan of Operation Approval for the Richland Center landfill.

3. The City shall monitor leachate at the leachate head well and at the leachate collection system tank as detailed in Table 3: Schedule for Leachate Monitoring, attached.

Note: This condition supersedes Condition 41 of the January 14, 1986 Plan of Operation Approval for the Richland Center landfill.

4. The City shall monitor landfill gas at one gas probe and at four gas vents as detailed in Table 4: Schedule for Gas Monitoring, attached.

Note: This condition supersedes Condition 36 of the January 14, 1986 Plan of Operation Approval for the Richland Center landfill.

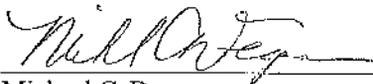
5. The City shall monitor field specific conductance using a more sensitive monitoring device than used in the past at the landfill, to enable conductivity readings in excess of 5000 umho/cm.

**NOTICE OF APPEAL RIGHTS**

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes, administrative codes and case law establish time periods and requirements for reviewing Department decisions.

To seek judicial review of the Department's decision, sections 227.52 and 227.53, Stats., establish criteria for filing a petition for judicial review. Such a petition shall be filed with the appropriate circuit court and shall be served on the Department. The petition shall name the Department of Natural Resources as the respondent.

DEPARTMENT OF NATURAL RESOURCES  
For the Secretary



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Michael C. Degen  
Waste Management Team Supervisor  
South Central Region



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Thomas M. Bennwitz, P.E.  
Waste Management Engineer  
South Central Region



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Janet Battista, P.G.  
Waste Management Hydrogeologist  
South Central Region

**TABLE 1:  
Schedule for Groundwater Monitoring  
Richland Center Landfill (Lic. #03065)  
March, 2005**

Monitoring Point (DNR ID)	Frequency	Parameters
<b>Groundwater monitoring wells:</b>  MW-5 [105] MW-6 [106] MW-11 [113] MW-12 [114] MW-13 [115] MW-13P [116]	<b>Semiannual (March and September)</b>	00010 Field temperature in °C 00094 Field conductivity @25 °C 00400 Field pH 04189 Groundwater elevation  00940 Chloride 00946 Sulfate, dissolved 01020 Boron, dissolved 01046 Iron, dissolved 22413 Total hardness, filtered 39036 Total alkalinity, filtered
<b>Downgradient monitoring wells:</b>  MW-11 [113] MW-12 [114] MW-13 [115] MW-13P [116]	<b>Two annual events*: (March 2005, 2006)</b>	VOC Scan EPA SW 846 Method 8260  [NR 507 Appendix 3 parameters]
<b>Water elevation wells:</b>  MW-7 [107] MW-7P [108] MW-8R [125] MW-9 [110] MW-9P [111]	<b>Semiannual (March and September)</b>	04189 Groundwater elevation (MSL)

Note: Report the following parameter numbers for the listed conditions:

- 00001 Sample has odor
- 00002 Sample has color
- 00003 Sample has turbidity
- 00004 Well is broken
- 00005 Well is frozen
- 00006 Well is dry

**TABLE 2:  
Schedule for Lysimeter Monitoring  
City of Richland Center Landfill (Lic. #03065)  
March, 2005**

Monitoring Point (DNR ID)	Frequency	Parameters	
Lysimeter  LS-1 [117]	Semiannual (March and September)	74064  00010 00094 00400  00340 00410 00900 00940 00945 00951	Lysimeter discharge in gallons  Field Temperature in °C Field Conductivity @25°C Field pH  COD, unfiltered Total Alkalinity, unfiltered Total Hardness, unfiltered Chloride Sulfate, unfiltered Total Fluoride, unfiltered

Note: Report the following parameter numbers if conditions exist:

- 00001 Sample has odor
- 00002 Sample has color
- 00003 Sample has turbidity
- 00004 Well is broken
- 00005 Well is frozen
- 00006 Well is dry

**TABLE 3:  
Schedule for Leachate Monitoring  
City of Richland Center Landfill (Lic. #03065)  
March, 2005**

Monitoring Point (DNR ID)	Frequency	Parameters
Leachate head well  LW-1 [301]	Semiannual (March and September)	00031 Leachate, Depth of (from top to bottom in feet)
Leachate collection system  LE-1 [118]	Semiannual (March and September)	00032 Leachate Volume Pumped  00010 Field Temperature in °C 00094 Field Conductivity @25°C 00400 Field pH  00150 Total Suspended Solids 00310 BOD <sub>5</sub> 00340 COD, unfiltered 00410 Total Alkalinity, unfiltered 00900 Total Hardness, unfiltered 00940 Chloride 00945 Sulfate, unfiltered 01022 Total Boron 74010 Total Iron
	Annual (March)	00951 Total Fluoride 01002 Total Arsenic 01007 Total Barium 01027 Total Cadmium 01051 Total Lead 01055 Total Manganese 71900 Total Mercury  VOC Scan [NR 507 Appendix 3 parameters]

Note: Report the following parameter numbers if conditions exist:

- 00001 Sample has odor
- 00002 Sample has color
- 00003 Sample has turbidity
- 00004 Well is broken
- 00005 Well is frozen
- 00006 Well is dry

**TABLE 4:  
Schedule for Gas Monitoring  
City of Richland Center Landfill (Lic. #03065)  
March, 2005**

<b>Monitoring Point (DNR ID)</b>	<b>Frequency</b>	<b>Parameters</b>
<b>Gas probe</b>  GP-1 [401]	Semiannual (March and September)	85548 Methane percent LEL 85550 Oxygen percent volume 46389 Soil gas pressure
<b>Gas vent</b>  GV-1 [501] GV-2 [502] GV-3 [503] GV-4 [504]		00011 Air temperature 00025 Barometric pressure 46381 Barometric pressure trend  00004 Well broken, if present  [Ground condition and the initial and stabilized methane reading shall be recorded for each gas monitoring event. The ground condition should be reported to the Department with the other monitoring data. The initial methane reading should not be reported unless the stabilized reading falls to zero.]

NORTH ACCESS DOOR OF  
BALER BUILDING  
ELEVATION - 836.93

EXISTING  
PERMANENT  
ACCESS ROAD

APPROVED  
ELEVATION  
CONTROL MWS  
STRUCTURE

EXISTING LANDFILL  
SUBD AND  
GATE

