

**STONE RIDGE LANDFILL
FINAL NEGOTIATED AGREEMENT: SECOND
EXPANSION/STONE RIDGE II**

**CITY OF MUSKEGO
WAUKESHA COUNTY, WISCONSIN**

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Attorney David E. Stewart
Waste Management of WI
Landfill Operator
W124 N8925 Boundary Road
Menomonee Falls, WI 53051
(414)-251-4000

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**WASTE FACILITY
SITING BOARD**

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INTRODUCTION

Waste Management of Wisconsin, Inc. has proposed a second landfill expansion of its Stone Ridge Landfill. Waste Management has notified the City of Muskego and the County of Waukesha of its intent to expand, and both municipalities have responded with a siting resolution and have formed a second negotiating committee. This agreement shall be referred to as the Second Expansion of the Stone Ridge Landfill, also known as "Stone Ridge II".

This Agreement has been negotiated under Section 144.445, Wis. Stats., and shall apply to Stone Ridge II. This agreement has been approved based upon the preliminary review by the committee of the proposed second expansion. Waste Management has not yet submitted the Feasibility Report for the second expansion, but has identified the area proposed to be used for Stone Ridge II in Exhibit "A" attached hereto, the same constituting 46.8 acres of property.

The parties hereto incorporate by reference all of the terms and conditions of the Agreement which pertains to the 17 acre expansion known as Stone Ridge I and agree that they shall apply to Stone Ridge II, except as modified or supplemented herein. Pursuant to § 144.445, Wis. Stats., the Local Committee acknowledges its rights to negotiate and, if necessary, to arbitrate Stone Ridge II, but represents that they have already negotiated with the Operator regarding the second facility known as Stone Ridge II and that this agreement represents the culmination of these negotiations.

Notwithstanding the foregoing, the City, County, and Standing Committee may raise any technical issues regarding the second facility whether by requesting a contested case hearing or otherwise. The City and County waive no rights with respect to the Feasibility Report that has not yet been submitted. However, the parties represent that they will, in good faith, deal with the technical issues raised by such Feasibility Report and shall participate in such contested case or other review proceedings only to the extent there are issues that are not otherwise dealt with in either of the Stone Ridge landfill agreements. It is the parties' agreement that the terms of the two Stone Ridge landfill agreements shall be a complete and final agreement pertaining to any matters specifically set forth in these two landfill agreements.

PARTIES

This agreement ("Agreement") is made and entered into by and between Waste Management of Wisconsin, Inc., a Wisconsin corporation (hereinafter referred to as "Operator") and the City of Muskego, a Wisconsin municipal corporation (hereinafter referred to as "City").

DEFINITIONS

The parties specifically adopt all of the definitions as set forth in the Stone Ridge I Landfill Agreement, except as otherwise stated hereinafter.

Active Fill Area means the total capacity finally approved by the Department of Natural Resources as the disposal capacity for the Disposal of Solid Waste by the Operator at the Stone Ridge II Solid Waste Facility, in the area depicted and described in Exhibit "A", covering a gross area of approximately 46.8 acres, approximately 17 acres of which shall be used for active landfilling.

Expansion means the expansion at any time by any means by the Operator of the design capacity of the Active Fill Area of the Stone Ridge II Solid Waste Facility beyond the total design capacity set forth in the Feasibility Report, as approved by the Department of Natural Resources. Such design capacity shall not exceed 1,122,000 cubic yards of solid waste and cover materials.

Final Closure means the date at which time no further Solid Waste shall be Disposed in the Active Fill Area at the Solid Waste Facility by the Operator or by any other person, which shall be the earliest date of the following:

- a). the date the Operator notifies the City, in writing, that the Operator is no longer Disposing and no other person is Disposing Solid Waste in the Active Fill Area.

- b) the date the Department of Natural Resources orders the Operator, in writing, to no longer Dispose and to no longer allow any other person to Dispose Solid Waste in the Active Fill Area, or
- c) the date the Operator has Disposed or has allowed the Disposal in the Active Fill Area of Stone Ridge II, the total permitted volume set forth in the Feasibility Report and as approved by the Department of Natural Resources.

Solid Waste Facility is collectively all of the Solid Waste Disposal Facilities located within the area described in Exhibit "B". This term shall include both the Active Fill Area of Stone Ridge II consisting of a Solid Waste Disposal Facility to be located on 46.8 acres (described and depicted in Exhibit "A"), Stone Ridge I which consists of approximately 17 acres, and the Original Landfill and the Southeast Landfill, both of which have been placed by the USEPA on the National Priorities List (superfund); all of which may also be collectively referred to as the "Landfill".

I. BACKGROUND INFORMATION

A. Site Information.

The name of the Solid Waste Facility is the Second Stone Ridge Landfill, known in this Agreement as Stone Ridge II.

B. Construction Of Active Fill Area.

This Active Fill Area shall be constructed and operated pursuant to the Feasibility Report and Plan of Operation, and their future amendments and modifications as approved the DNR, the same to be incorporated in their entirety into this Agreement. Specific standing is granted to the City and County to enforce those terms. The Plan of Operation and Feasibility Report have not yet been submitted, and the City and County specifically reserve their right to challenge the technical adequacy of the future Feasibility Report and Plan of Operation and any amendments thereto.

1. Design concept: This landfill is proposed as a groundwater separation, clay lined landfill.

2. Total design capacity: 1,011,900 cubic yards; 736,500 tons of waste. The Operator is given a ten percent (10%) exceedance limit as a maximum amount of total design capacity space and actual waste received as permitted variances under this Agreement.

3. Expected site life: four (4) years.

4. Proposed licensed acreage: Approximately 17 acres of Waste shall be placed on the 46.8 acre site described in Exhibit "A". This area shall be limited to the height and volume restrictions as set forth in the final approved Feasibility Report.

II. ADOPTION BY REFERENCE

The parties hereto specifically adopt by reference Articles II through XXVI of the Stone Ridge I Landfill Agreement. Any reference to Active Fill Area or the Second Expansion shall apply to the Stone Ridge II Landfill.

III. CITY WASTE DISPOSAL

The provisions permitting free disposal of City waste set forth under Stone Ridge I shall also apply to Stone Ridge II. The time periods and compensation stated in Article XXVIII of the Stone Ridge I Landfill Agreement shall be such that the same will apply to both landfill expansions as if they were a single landfill expansion. The City will be guaranteed a four (4) year minimum for free disposal of waste, but to the extent that Stone Ridge I and Stone Ridge II exceed the four (4) year period, such benefits shall continue through final closure of Stone Ridge II.

IV. FEES AND COMPENSATION: CITY AND COUNTY

In consideration for the waiver of local approvals, the mutual covenants set forth in both the Agreement for Stone Ridge I and in this Agreement, and in consideration of the responsibilities accepted by the City and County as being host communities for the expansion of the Stone Ridge Landfill (Stone Ridge I and Stone Ridge II), Waste Management shall pay to the City an annual non-refundable payment of Fifty Thousand (\$50,000) Dollars every year until the Active Fill Area is closed. The fees referred to in Article XXIX of Stone Ridge I shall continue through Stone Ridge II as if the same were a single landfill.

The County shall be dealt with in a similar fashion; the benefits to the County shall run through Stone Ridge II as if Article XXX of Stone Ridge I applied to both landfills as a single landfill expansion.

V. MUTUAL COVENANTS

The covenants of the Operator regarding operation set forth in Article XXXI of Stone Ridge I, as well as Article XXXII pertaining to covenants to the City and County, shall apply to Stone Ridge II as if fully set forth herein.

VI. MISCELLANEOUS

Stone Ridge II adopts Exhibit "C" of Stone Ridge I pertaining to the formula for adjusting payments and compensation to the City and County as if fully set forth herein.

Exhibit "D" pertaining to the Standing Committee shall be adopted, and the parties intend that a single Standing Committee shall be appointed to review, monitor, and serve both Stone Ridge I and Stone Ridge II landfill sites.

The indemnification terms set forth in Stone Ridge I as well as the indemnification agreement set forth as Exhibit "E" of Stone Ridge I are adopted, incorporated into, and made a part of Stone Ridge II as if fully set forth herein.

The Stone Ridge Landfill Fund created under Exhibit "F" shall also apply to Stone Ridge II, the parties intending that a single landfill fund shall serve both Stone Ridge I and Stone Ridge II landfill expansions.

The Operator will reimburse the City, County, and Negotiating Committee for their costs of negotiating this Agreement, as well as the Borrow Pit referenced in these Agreements, by making the payment as set forth in Section XXVII of the Stone Ridge I Agreement.

Exhibit "G" contained in Stone Ridge I pertaining to Waste Management corporate resolution shall apply to Stone Ridge II and shall be complied with as a part of the second Agreement.

Exhibit "H" pertaining to the Borrow Pit approved as a part of Stone Ridge I shall also be deemed to be incorporated into Stone Ridge II as if fully set forth herein.

Dated: 4/28/92

STONE RIDGE NEGOTIATING
COMMITTEE

BY: David Sanders
DAVID SANDERS, President

ATTEST: Stella Dunahee
STELLA DUNAHEE, Secretary

Dated: 2/24/92

WASTE MANAGEMENT OF
WISCONSIN, INC.

BY: Donald R. Price
DONALD R. PRICE, President

ATTEST: Carl J. Frank
CARL J. FRANK, Secretary

Waste Management has attached a certified copy of its corporate resolution permitting the foregoing officer to sign on behalf of Waste Management, said resolution being attached hereto as Exhibit "G".

Dated: 4/28/92
CITY OF MUSKEGO

BY: Wayne Salentine
MAYOR WAYNE SALENTINE

ATTEST: Jean K. Marendia
CITY CLERK

The City of Muskego shall attach a certified copy of the resolution approving this Landfill Agreement as an additional Exhibit. Any County approving resolution or ordinance shall be attached to this Agreement as an additional exhibit.

Drafted by Attorney Patrick J. Hudec
Hudec Law Offices, S.C.
2100 Church Street
P.O. Box 167
East Troy, Wisconsin 53120
(414) 642-5823

Exhibit A

That part of the Northwest 1/4 and the Southwest 1/4 of Section 18, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at a point in the North line of said Northwest 1/4 Section, 110.76 feet N 87°20'04"E of the Northwest corner of said Northwest 1/4 Section, said point being in the easterly line of Crowbar Road, a curved line; thence southeasterly along said easterly line, being a curved line (having a radius of 896.90 feet with its center to the northeast and a chord 257.52 feet in length which bears S28°49'17"E), an arc distance of 258.41 feet to a point of tangency; thence S37°04'31"E, along said easterly line, 414.13 feet to a point of curve; thence southeasterly along said easterly line, being a curved line (having a radius of 1207.35 feet with its center to the southwest and a chord 596.24 feet in length which bears S22°46'48"E), an arc distance of 602.47 feet to a point of tangency; thence S8°29'05"E, along said easterly line, 411.58 feet to a point of curve; thence southerly along said easterly line, being a curved line (having a radius of 1906.60 feet with its center to the west and a chord 503.54 feet in length which bears S0°53'47.5"E), an arc distance of 505.02 feet to a point of tangency; thence S6°41'30"W, along said easterly line, 350.00 feet to a point of curve; thence southerly along said easterly line, being a curved line (having a radius of 958.39 feet with its center to the east and a chord 380.14 feet in length which bears S4°44'50.5"E), an arc distance of 382.68 feet to a point of tangency; thence S16°11'11"E, along said easterly line, 245.00 feet to a point of curve; thence southerly along said easterly line being a curved line (having a radius of 2172.00 feet with its center to the west and a chord 403.85 feet in length which bears S10°51'07.5"E), an arc distance of 404.43 feet to a point; thence N84°28'56"E, along said easterly line, 3.00 feet to a point; thence S5°31'04"E, along said easterly line, 311.35 feet to a point in the North line of lands conveyed to John Knutowski and Clementine Knutowski his wife by deed recorded in volume 275 of deeds, page 50; thence N87°26'05"E, along said North line, 194.93 feet to a point; thence N4°07'54"W, 1000.55 feet to a point; thence N40°33'05"E, along the northerly side of lands described in deeds recorded in the office of the Register of Deeds for Waukesha County, Wisconsin in Volume 552 of Deeds, on Page 76, 400.00 feet to a point in the east line of the West 1/2 of said Northwest 1/4 Section; thence N1°11'25"W, along said East line, 2428.84 feet to a point in the North line of said Northwest 1/4 Section; thence S87°20'04"W, along said North line, 1174.72 feet to the point of commencement. Containing therein 46.8728 acres of land more or less, excepting therefrom those lands dedicated to the public for Wauer Lane.



STONE RIDGE & MUSKEGO LANDFILLS

EXHIBIT "A"

EXHIBIT "B"

LANDFILL

LEGAL DESCRIPTION - CSM PARCEL

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 18, T5N, R20E, TOWN OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 CSM # _____.

COMMENCING AT THE N 1/4 CORNER OF SECTION 18, THENCE S01°06'54"E, 516.17 FEET TO THE POINT OF BEGINNING; THENCE N86°55'02"W, 316.97 FEET; THENCE S01°32'30"E, 530.36 FEET; THENCE 98.40 FEET SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.04 FEET AND A LONG CHORD BEARING S44°13'46"E, 89.55 FEET; THENCE S86°55'02"E, 251.65 FEET; THENCE N01°06'54"W, 590.93 FEET TO THE POINT OF BEGINNING, CONTAINING 184,731 SQUARE FEET OR 4.241 ACRES MORE OR LESS.

LEGAL DESCRIPTION - PRESENT FILLING AREA

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 18, T5N, R20E, TOWN OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18, THENCE S87°20'04"W, 1325.95 FEET; THENCE S01°11'25"E, 710.29 FEET TO THE POINT OF BEGINNING, THENCE S01°11'25"E, 1535.00 FEET; THENCE N47°48'35"E, 1360.00 FEET; THENCE S35°11'25"E, 320.00 FEET; THENCE S21°18'35"W, 260.00 FEET; THENCE S23°30'24"E, 190.80 FEET; THENCE N87°29'36"E, 305.66 FEET; THENCE N00°05'54"W, 741.76 FEET; THENCE S87°29'06"W, 174.28 FEET; THENCE N01°06'54"W, 217.48 FEET; THENCE N86°55'02"W, 251.65 FEET; THENCE 98.40 FEET NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 66.04 FEET AND A LONG CHORD BEARING N44°13'46"W, 89.55 FEET; THENCE N01°32'30"W, 257.48 FEET; THENCE N90°00'00"W, 1010.64 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 20,631 ACRES MORE OR LESS.

33 072

LEGAL DESCRIPTION - SOUTHEAST PARCEL

A PARCEL OF LAND LOCATED IN SECTION 18, T5N, R20E, TOWN OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SECTION 18, THENCE S01°06'54"E, 1324.58 FEET; THENCE N87°29'06"E, 174.28 FEET; THENCE S00°05'54"E, 1332.00 FEET; THENCE S02°03'54"E, 140.00 FEET TO THE POINT OF BEGINNING, THENCE S87°29'36"W, 850.00 FEET; THENCE S13°21'15"W, 450.34 FEET; THENCE S20°26'54"E, 520.00 FEET; THENCE S00°26'54"E, 413.39 FEET; THENCE N71°13'37"E, 549.75 FEET; THENCE N02°52'25"W, 217.11 FEET; THENCE N71°13'37"E, 208.55 FEET; THENCE S02°52'25"E, 217.11 FEET; THENCE N71°13'37"E, 39.97 FEET; THENCE S01°06'54"E, 29.20 FEET; THENCE N56°47'06"E, 62.43 FEET; THENCE N02°03'54"W, 1115.26 FEET TO THE POINT OF BEGINNING, CONTAINING 23.623 ACRES MORE OR LESS.

EXHIBIT "B"

LANDFILL

LEGAL DESCRIPTION - SUPERFUND PARCEL

A PARCEL OF LAND LOCATED IN SECTION 18, T5N, R20E, TOWN OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SECTION 18, THENCE S87°20'04"W, 1325.95 FEET; THENCE S01°11'25"E, 2245.29 FEET TO THE POINT OF BEGINNING; THENCE N47°48'35"E, 1360.00 FEET; THENCE S35°11'25"E, 320.00 FEET; THENCE S21°18'35"W, 260.00 FEET; THENCE S23°30'24"E, 190.80 FEET; THENCE S87°29'36"W, 546.04 FEET; THENCE S00°36'30"E, 730.12 FEET; THENCE S13°21'15"W, 450.84 FEET; THENCE S20°26'54"E, 520.00 FEET; THENCE S87°26'05"W, 898.50 FEET; THENCE N04°07'54"W, 1000.55 FEET; THENCE N40°33'05"E, 400.00 FEET; THENCE N01°11'25"W, 183.55 FEET TO THE POINT OF BEGINNING, CONTAINING 37.058 ACRES MORE OR LESS.

EXHIBIT "B"

LANDFILL

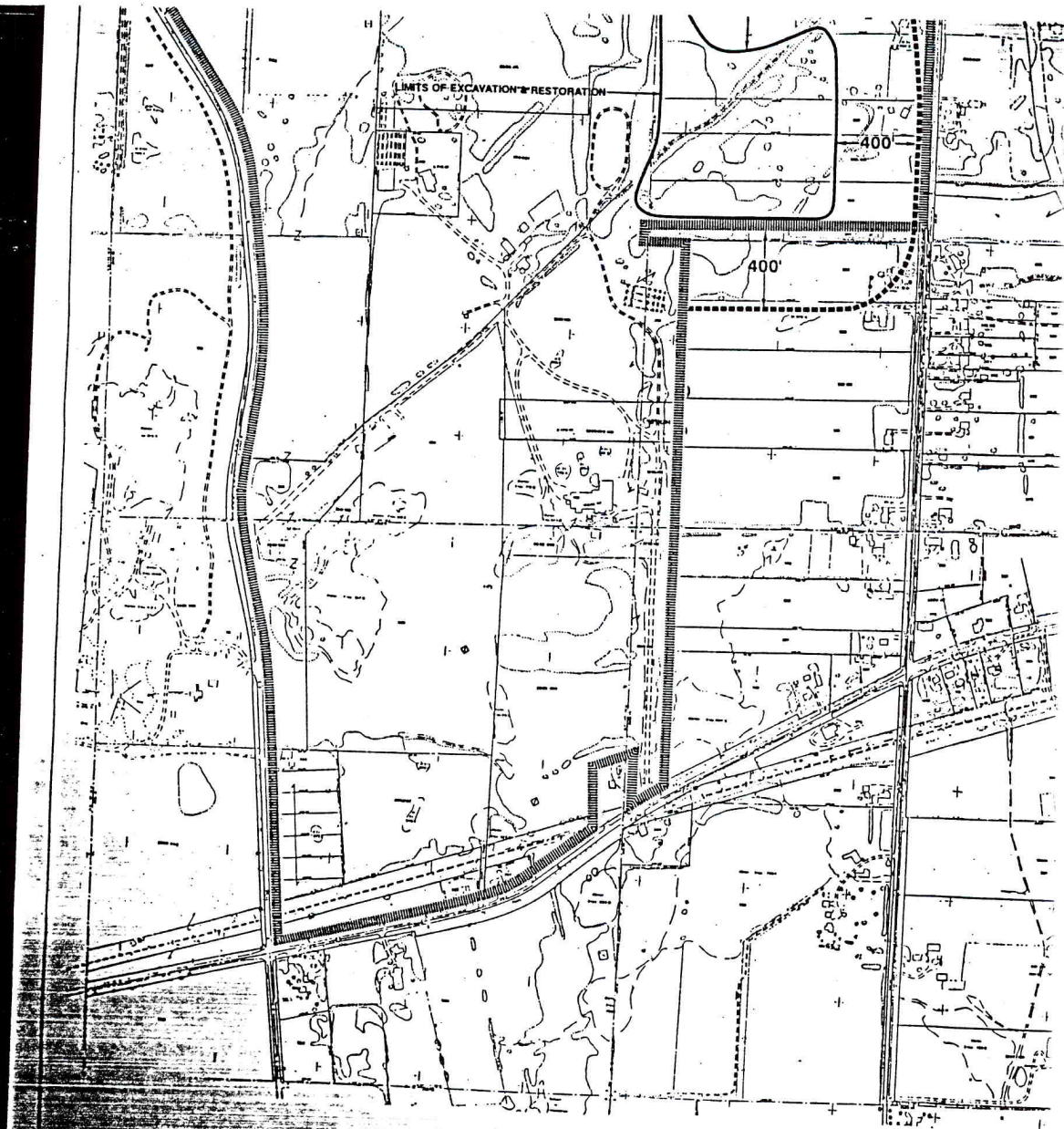
A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 18, T5N, R20E, TOWN OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SECTION 18, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S87°20'04"W, 1325.95 FEET; THENCE S01°11'25"E, 710.29 FEET; THENCE S90°00'00"E, 1010.64 FEET; THENCE N01°32'30"W, 272.88 FEET; THENCE S86°55'02"E, 316.97 FEET; THENCE N01°06'54"W, 516.17 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 20.631 ACRES MORE OR LESS.

AND

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