

RECEIVED

MAR 23 1993

**WASTE FACILITY
SITING BOARD**

WASTE FACILITY SITING AGREEMENT

This Agreement ("Agreement") is entered pursuant to Section 144.445, Wis. Stats. by and between Chemical Waste Management, Inc. ("Chemical Waste"), the applicant for a permanent license from the Wisconsin Department of Natural Resources to operate its Waste Stabilization Facility, the Village of Menomonee Falls ("Village") and Waukesha County ("County").

RECITALS

1. Chemical Waste has submitted an application to the Wisconsin Department of Natural Resources ("DNR") for a hazardous waste operating license for its waste stabilization process for hazardous waste ("Facility") located at W124 N9451 Boundary Road, in the Village of Menomonee Falls, Waukesha County, Wisconsin.
2. The Facility currently operates under variance from DNR.
3. On August 10, 1990, Chemical Waste initiated the Section 144.445 process by sending letters to the Village and the County requesting the identification of all local approvals which would be required to permit the expansion of its waste handling capabilities by the construction and operation of the Facility and neither the Village nor the County adopted a siting resolution within the time permitted by Section 144.445.
4. On April 18, 1991, Chemical Waste Management, by letters to the Village and County, again sought identification of all local approvals required for the Facility and neither the Village nor the County adopted a siting resolution within the time permitted by Section 144.445.
5. On May 20, 1992, Chemical Waste Management, by letters to the Village and County sought the identification of local approvals which might be required for a proposed expansion of the Facility; said expansion consisting of the addition of increased storage capacity and the addition of mechanical/magnetic separation equipment to the process line ("Expansion").
6. Both the Village and the County timely adopting siting resolutions and created a local committee ("Local Committee") within the meaning of Section 144.445(3)(e), Wis. Stats.
7. After appropriate public notice, various meetings between the Local Committee and representatives of Chemical Waste Management were held which resulted in this Agreement.

8. Pursuant to Section 144.445(9)(i) Wis. Stats., this Agreement must be submitted to the Village Board of the Village of Menomonee Falls and to the County Board of Waukesha County for approval within two weeks after the Agreement is approved by Chemical Waste Management and the Local Committee.

AGREEMENT

1. The Parties stipulate to all of the factual and legal determinations set forth above in the Recitals and request that any administrative agency or court having jurisdiction, conclusively adopt these factual and legal determinations and bind the Parties to the same.

2. Subject to the terms of this Agreement, the Village and the County agree that Chemical Waste may proceed with obtaining the state and federal regulatory approvals for the Facility and Expansion. Further, the Village and the County agree not to object to the issuance by DNR of a hazardous waste operating license for the Facility and Expansion.

3. The term of this Agreement shall be for a period of thirty (30) years commencing from the date that the last Party to the Agreement executes the same.

4. The Village acknowledges to its knowledge that Chemical Waste has complied with all applicable local zoning requirements to date.

5. Chemical Waste agrees that it will observe and comply with all applicable state and federal statutes, administrative rules and regulations pertaining to the handling of hazardous wastes at the Facility and the Expansion.

6. Chemical Waste agrees to reimburse the expenses incurred by the Local Committee, including the per diem expenses of the County members of the Local Committee and the fees for legal services provided to the Local Committee by the von Briesen & Purtell firm. Payment shall be due within fifty (50) days after Chemical Waste's receipt of each request for reimbursement. Said requests shall be accompanied by invoices which set out in detail the date of the per diem expense or service, the time expended and the amount of the reimbursement sought.

7. Chemical Waste shall sponsor the participation of Jeffrey Steliga and one high school teacher designated by one of the school districts in the Village at the CEPUP program (or an equivalent program) tentatively scheduled for August, 1993. In addition, Chemical Waste shall sponsor the participation of one high school teacher designated by the school district which did not designate a high school teacher in 1993 at the CEPUP program in 1994 or an equivalent program. For the purposes of this Agreement, said sponsorship shall include all reasonable expenses incurred by the attendee, including transportation, tuition, room, and board similar to those typically incurred by the other attendees at the CEPUP program.

8. Chemical Waste shall provide the County with equal matching funding for an educational program regarding hazardous waste with said program being administered by a committee comprised of one member from the Village, one from the

County and one appointed by Chemical Waste. Chemical Waste's obligation to provide funding shall be limited to the amount of Twenty Thousand Dollars (\$20,000.00) and further limited by the requirement that the funding must be expended on or before December 31, 1996.

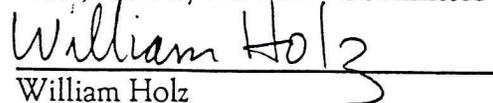
9. Chemical Waste will provide the County with a ten (10) percent discount of the cost which the County incurs for two hazardous waste Clean Sweep Collection Programs; provided that each of the County's Clean Sweep Programs be limited to residential hazardous waste generated by and delivered to the location of such Clean Sweep solely by residents of Waukesha County. Chemical Waste's obligation under this section shall be limited to Clean Sweeps which occur on or before December 31, 1996.

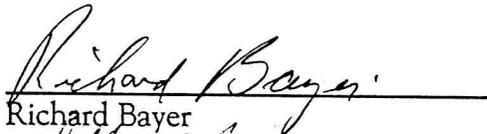
10. The Village, its officers and its designees and the County and its officers and its designees shall have the right to perform on-site inspections of the Facility during the term of this Agreement provided that they have first given reasonable verbal or written notice to Chemical Waste's general manager and further provided that such inspections be undertaken during normal business hours, in the presence of the general manager or the general manager's designee and in full compliance with all Federal, state and local safety requirements.

11. The Village hereby waives the six (6) month limitation on its Conditional Use Permit for the "E" building which comprises a part of the Facility and Expansion and hereby extends said Conditional Use Permit to August, 1993. The Facility and Expansion shall remain subject to all Village public health, safety, welfare, and nuisance ordinances.

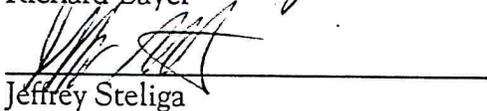
Agreement approved this 8th day of December, 1992 by the Local Committee


William Duncan, Chairperson


William Holz


Richard Bayer


Robyn Shiley


Jeffrey Steliga

CHEMICAL WASTE MANAGEMENT, INC.

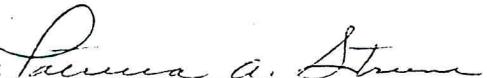
By: 
Susan Griggs, General Manager

Date: 12/8/92

VILLAGE OF MENOMONEE FALLS

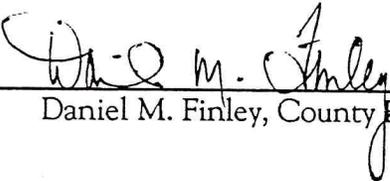
By: 
Robert J. Steliga, Village President

Date: 3-15-92

Attest: 
Patricia A. Struve, Village Clerk

Date: 3-12-93

COUNTY OF WAUKESHA

By: 
Daniel M. Finley, County Executive

Date: 2-7-93