

original adopted agreement as amended
July 9, 1990

WASTE FACILITY SITING AGREEMENT

RECEIVED

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FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON

WASTE FACILITY
SITING BOARD

1. PARTIES. This Agreement is entered into between DEER TRACK
PARK, INC., a Wisconsin Corporation with its office at 1111 S.
Tenth St., Watertown, Wisconsin, 53094, ("Deer Track"); the
TOWNSHIP OF FARMINGTON ("Town"); the COUNTY OF JEFFERSON
("County"); and, the TOWN OF FARMINGTON LOCAL COMMITTEE ("Local

Committee"). This Agreement does not prohibit nor infringe upon
the Town's or County's existing "police powers"¹ to regulate *or expressed statutory pr*
conduct by third parties not bound by this Agreement, nor against
Deer Track or its "authorized haulers"² to exercise police powers *or expr*
beyond those specifically waived or controlled by the terms of this *statutory pr*
Agreement. This Agreement shall be binding on the parties, their
successors and assigns, including any party which might later
purchase the Site described below, or any part of it.

2. NEGOTIATIONS. This Agreement is the result of negotiations
between Deer Track and the Local Committee pursuant to §144.445,
Stats., to resolve legitimate concerns of our rural neighborhood
and the affected municipalities, namely the Town and County.

3. NOTIFICATION. All notices, information copies, correspondence
or payments required by this Agreement shall be mailed or

¹Defined for this Agreement by §61.34(1), Stats. All
statutory citations (Stats.) shall be to the 1987-88 Wisconsin
Statutes, with amendments effective at the time of the signing of
this Agreement, unless otherwise specified.

²Defined by NR 502.06, Admin. Code. All further Wisconsin
Administrative Code citations (Admin. Code) shall be to the code
with amendments effective at the time of the signing of this
Agreement, unless otherwise specified.

personally delivered to: Deer Track at the address shown above, attention Mr. Jan Rickerman, 1-414-261-4920, or his successor; to the Town in care of Mr. Marvin Hesse, Ceaser Road, Watertown, WI 53094, 1-414-261-5700, or to his successor; and, to the County, in care of Bruce Haukom, Administrator, Zoning and Sanitation Department, at the Courthouse, 1-414-674-2500, or his successor.

4. SITE LOCATION. The "solid waste disposal facility"³ is the Site which is the subject of this Agreement as depicted and described on "Exhibit A". In the event the DNR in its final approval of the "feasibility study"⁴ submitted by Deer Track on September 21, 1989, decreases or increases the air space of the "active fill area"⁵ of the Site (the "fill") by more than 10% of the 3,245,400 cubic-yards capacity, Deer Track shall notify the other parties to this Agreement, and all parties shall submit to further negotiations regarding direct payments pursuant to Part 19, e, f, and g, below. The direct payment adjustment, up or down, shall be pro rata, by a factor not to exceed 20% of the total direct payments, i.e., not more than \$24,000 either way.

5. TERM--LIABILITY PROTECTION. This Agreement shall be binding upon the parties from execution by all parties, through the period

³Defined as a "solid waste facility" by §144.43(5), Stats., except that for purposes of this Agreement the definition shall not include a facility for solid waste treatment, nor an incinerator, nor a solid waste storage facility, nor a facility for recycling, but shall include storage of foundry sand and shredder fluff.

⁴Defined in §NR 500.03(46), Admin. Code.

⁵The area approved for disposal by the DNR.

of "solid waste disposal operations"⁶ ("operations") until final closure⁷, plus forty (40) years after the date of final closure, unless specifically noted elsewhere.

In order to protect the environment, and more particularly the rural neighborhood around the Site, Deer Track shall line the fill with a DNR-approved synthetic membrane (at an anticipated cost of approximately \$2.5 million), over the clay liner (which will be at least five feet thick).

Deer Track agrees to indemnify and hold harmless the Town, County, and Local Committee, together with their officials or employees, harmless from any liability or damage, including legal expenses that they may incur as a result of any claim arising in any way or in any place from Deer Track's construction, operations, closure and "long-term care"⁸ of the Site.

In the event of a claim or lawsuit, the result of which could impose this indemnification obligation, then Deer Track, at its option, may represent the parties to be indemnified, hire legal

⁶"Solid waste" will include those kinds of waste listed in §144.01(15), Stats., plus: demolition and construction waste, solid wastes excluded from being defined as hazardous wastes under NR 181.12(4)(a), Admin. Code, and asbestos. "Operations" is defined as activities related to disposing of the solid wastes into the fill, as well as activities necessary to maintain the fill while solid waste is being accepted, exclusive of temporary closure.

⁷"Final closure" means the date when no further solid waste shall be disposed of in the fill, which shall be the earlier of any of the following:

- a) The date Deer Track notifies the Town and County that it no longer will conduct disposal operations; or,
- b) The date the DNR orders Deer Track to no longer conduct disposal operations; or,
- c) The date Deer Track reaches the capacity of the active fill area.

⁸Defined by §144.43, Stats.

counsel of its choice, and control the litigation. If Deer Track's attorneys' representation of the parties to be indemnified is determined by any court to be in bad faith or negligent, then Deer Track and its legal counsel shall be subject to the same legal actions as any other liability insurer's attorney serving Wisconsin insureds.

6. WASTE SOURCES. Deer Track shall not dispose of, store, treat, "recycle"⁹, nor accept for disposal "storage"¹⁰, "treatment"¹¹ or recycling at the Site or at the fill, any waste generated and collected within the cities of Milwaukee and Madison, nor generated and collected from outside this State, unless and until it renegotiates a written amendment to this contract regarding specific payments to the Town with the Town Board of Supervisors (the "Town Board"). Deer Track shall not dispose of, store, treat, or recycle, nor accept for disposal, any "hazardous waste"¹² at the Site or in the fill. If Deer Track locates and identifies hazardous waste at the Site or the fill, it shall be Deer Track's obligation to notify the Town of the matter in writing forthwith. Deer Track shall dispose of the hazardous waste or treat it according to DNR rules and orders.

During the term of this Agreement, Deer Track shall not store nor treat, nor recycle any waste at the Site or at the fill, or

⁹Has the meaning specified in §144.44(7)(a)2, Stats., except that by-products of operations may be recycled to produce energy as specified in this Agreement.

¹⁰As used in NR 500(131), Admin. Code.

¹¹Defined by §144.43(7r), Stats.

¹²Defined by NR 181.12, Admin. Code.

allow the same. However, from the execution of this Agreement until final closure, Deer Track shall be authorized to accept and store at the Site or at the active fill area in a manner approved by the DNR, foundry sand or shredded fluff.

7. SUPERVISION OF SITE - HOURS. Deer Track shall have an attendant at the Site during all operations at the fill, including dumping, compacting and covering; and, Deer Track shall have a managerial employee "on call" to address concerns at the Site until final closure and five years thereafter.

Engines on equipment at the Site shall have noise-absorbing covers and low-noise exhaust mufflers so the equipment will operate as quietly as reasonably possible.

Should Deer Track receive a written complaint from any person in the County regarding ~~its operations at~~ ^{about} the Site and the fill, it shall provide a copy of the complaint within fifteen (15) days to the Town; likewise, if either of the affected municipalities receive a written complaint about the Site or the fill from any person in the County, the affected municipality shall provide a copy within fifteen (15) days to Deer Track.

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Subject to the supervision and noise-control requirements, Deer Track shall be permitted to conduct operations seven days weekly, 24 hours daily.

8. WATER REPLACEMENT. If the Town is required, pursuant to §144.265, Stats., or its successor provisions, to replace a private potable water supply located within a half mile of the outer perimeter of the fill, Deer Track shall assume the Town's responsibility so to do. The Town shall, if appropriate, pursue its remedy of recoupment, as soon as possible under §144.265(4)(c)

Stats., and reimburse Deer Track, if Deer Track is found not responsible for damage to the water supply. The Town's recoupment obligation shall in no way limit Deer Track's rights of indemnification or contribution from any other person.

9. ZONING. This Agreement shall constitute an amendment of the current¹³ Jefferson County Zoning Ordinance, ("the Ordinance") to change the Site from an A-1 to an A-2 zoning control status, with conditional use permits:

a) Under Ordinance §11.05(c) for extraction of clay to construct the base/sidewall liner for the fill, as well as final cover for the fill; and, for the extraction of granular materials for the fill; and,

b) For use of the fill as a solid waste disposal facility under Ordinance §11.04(f)6.v.

Upon final closure, and for forty (40) years thereafter, the A-2 rezoning and the conditional use permit for the solid waste disposal facility shall automatically change to N-Natural Resources for the Site and the fill, with the Site and the fill being devoted to a natural prairie or other ecological use, within "N" under the Ordinance. A conditional use permitted upon final closure and for forty (40) years thereafter for the Site and for the fill and not otherwise specifically mentioned in the Ordinance, shall be burning of methane gas or other similar by-products of the fill as fuel for any ~~environmentally-safe~~ agricultural or commercial operation,¹⁴ and

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¹³"Current" means the Ordinance in force at the signing of this agreement.

¹⁴What will constitute an "environmentally-safe agricultural or commercial operation" shall include a corn or grain drying operation, a methanol operation; or, alternatively, some similar

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shall be in addition to the long-term care operations authorized by the DNR for the Site and the fill. Any party may, after the automatic change to "N" zoning, petition for alternative appropriate zoning of the Site. No expansion of either the Site or the fill is authorized by this amendment of the Ordinance.

The portions of the clay borrow area ^{at the site} that are mapped as wetlands shall, consistent with DNR specifications, be excavated or filled in such a manner as to maintain or enhance the area as a wildlife habitat.

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During the term of this Agreement, no waste storage, nor waste treatment, nor waste recycling operation at the Site or at the fill shall be authorized by the above amendment. However, Deer Track may install, operate, and maintain facilities at the Site and at the fill for the collection, processing, transportation and disposal of leachate, methane, or other similar landfill by-products, consistent with long-term care operations approved by the DNR necessary to maintain and provide long-term care for the Site and fill. During the term of this Agreement until closure, Deer Track Park may store foundry sand and shredder fluff in the active fill area in a manner approved by the DNR.

After initial licensure and during the term of this Agreement, there shall be no further "expansion"¹⁵ of the Site or fill without approval of the Town and County Boards.

10. SITE MAINTENANCE. Deer Track shall comply with §66.96,

operation which shall be first approved by the Town's Board and the County's Planning and Zoning Committee, which approval shall not be unreasonably withheld.

¹⁵As used in NR 500.03(44), Admin. Code.

Stats., regarding noxious weeds, keep all Site area buildings in good repair, prevent surface runoff or erosion from the fill onto neighboring properties not owned by Deer Track, shall direct all surface water touching any type of waste into the leachate collection system, shall discharge water from the sedimentation basin as specified in the "Plan of Operation"¹⁶, shall make reasonable efforts to cover pot holes in the fill with soil so as to prevent standing water, and shall monitor and test air quality as required by the DNR. Deer Track shall maintain the fill area fence and gates in good repair during the period of disposal operations, plus fifteen (15) years after ^{final} closure of the fill. *ED* *HK* *DR* *(2)* *(2)*

Deer Track, during the term of this Agreement, shall be responsible to take any appropriate and necessary remedial action required by DNR rules and orders, including removal and clean-up of all waste discharges in the Town and County which have been directly caused by Deer Track, its officers, employees or agents. Deer Track shall be responsible to the parties to this Agreement to indemnify them for any sum they may become legally obligated to pay for personal injury or property damage to third persons claimed to be caused as a result of these discharges.

11. FIRE PROTECTION. Deer Track shall pay for fire protection just as anyone else in the Town; however, if a fire in the Site continues more than 24 hours, Deer Track shall reimburse the Town for additional labor costs, based on the usual rates the Town pays its fire-fighting contractor.

12. BIN SITE ROAD. Upon proper statutory petition, Bin Site Road,

¹⁶Defined by NR 500.03(102), Admin. Code.

a/k/a North Bin Site Road, shall be closed with the prior written approval of the adjoining landowners under the statutory "road discontinuance process"¹⁷, the same to be completed as soon as reasonably possible after the signing of this Agreement, except for that part of the road necessary for access to the Town's green box station shown on "Exhibit A", which shall continue to be a public road, maintained by the Town. The closed part of the road shall be released of any roadway easement and revert to or be conveyed to landowners on each side, and then be returned to the tax rolls. During the term of the Town's disposal privileges under Part 18 below, Deer Track shall provide a driveway for the green box station with a radius sufficient to permit snow plowing equipment to operate.

13. ACCESS ROADWAYS TO SITE. Except as permitted in this Agreement, only Deer Track and its "authorized haulers"¹⁸ will be permitted access to the fill for purposes of disposal of solid waste in the fill, and Deer Track and its authorized haulers shall not use any Town road as a route to the Site, other than the designated route shown on "Exhibit C" which is:

From STH 26 easterly on Weis Lane; then south along the proposed road linking Linmar Lane with Weis Lane; then easterly along the proposed extension of Linmar Lane; and, then upon a driveway on a right-of-way across the Larry Waldman property to Bin Site Road.

Excepting authorized haulers who must use town roads in the business of collecting and removing solid waste generated in the Town for disposal at the fill, Deer Track shall prohibit its

¹⁷Defined by §80.02, Stats.

¹⁸Defined by NR 502.06, Admin. Code.

authorized haulers who use Town roads to reach the access roadway from accessing the fill. This prohibition shall be prominently posted at the entrance gate. The Town Board of the Town may, pursuant to §60.54, Stats., enact an ordinance to enforce this provision, but only after initial licensure of the fill.

Deer Track shall plant and maintain a natural screen of trees spanning approximately 100 yards along the north shoulder of the Waldman driveway, as shown on "Exhibit B". During grading, Deer Track shall install two culverts of sufficient size and so situated as to continue the flow of the existing drainage ditch which now runs through the Waldman property.

In the event that Deer Track for any reason does not develop the access roadway to the site depicted in Exhibit C, then the alternate access roadway shall be the designated route shown on "Exhibit B" which is:

From STH 26 easterly on Linmar Lane, then along the proposed extension of Linmar Lane, then upon a driveway on a right-of-way across the Larry Waldman property to Bin Site Road.

The extension of Linmar Lane shall be upon land already optioned for lease from Linmar & Co., using a 66-foot wide right-of-way which Deer Track shall cause to be surveyed and graded. Construction of the extension by Deer Track of Linmar Lane shall be in two phases:

- i) Grading and graveling of the access route from the existing Linmar Lane to the closed part of Bin Site Road, black-topping of the first 200 feet of the extension, plus planting the screen, shall all be completed by Deer Track within six months after Deer Track's receipt of a license for the fill; and,

ii) Black-topping of the balance of the extension of Linmar Lane to the intersection of Waldman Lane, which shall be completed by Deer Track by October 31, 1996.

Specifications for both road extensions shall be in conformity with Town Ordinance No. 5, Section II (1975). The Town shall, ^{within 45 days after} ~~concurrent with~~ acceptance of this Agreement, pass a resolution stating that when the second phase of construction and surfacing is completed to the satisfaction of the Town Board by Deer Track as specified above, the Town will, upon application by Deer Track, accept dedication of the roadway to Waldman Lane as a Town road. Maintenance of Linmar Lane and the extensions, once accepted by the Town, shall be the Town's responsibility. The affected municipalities shall not, during the term of this Agreement, impose weight limitations, road access restrictions, or other restrictions on the use of the access roadways or standby route, upon Deer Track or its authorized haulers so long as the roadways are being used for construction of the Site, disposal operations, maintenance of the Site, closure of the Site and long-term care of the Site by Deer Track Park or its authorized haulers. If public health or safety requires, the Town Board may temporarily close or restrict use of the access roadway; then, Deer Track and its authorized haulers shall be permitted by the Town and County to use the standby route. This waiver provision does not apply to any activities or uses by any person, including Deer Track, related to the expansion of the fill or the Site.

It shall be Deer Track's responsibility to control dust generated by the access route to the Site and to limit dirt on the Town road which may be generated by travel from the Site onto

the Town road.

For the limited term of six months after the DNR issues the initial Site license, Deer Track and its authorized haulers are permitted to use the standby route for access for solid waste disposal in the fill and for construction. The parties recognize that inclement weather may cause construction delay; consequently, it may be necessary and reasonable for Deer Track and its authorized haulers to use the standby route for access to the fill for disposal for more than six months, but in no event more than one year.

Deer Track, from execution of this Agreement and until closure, shall notify the Town within five (5) business days, of any temporary or "emergency"¹⁹ closing for more than 72 hours and final closure of the Site and fill, including any ordered temporary closing, ordered emergency closing or ordered final closure by the DNR or any other state or federal agency.

14. STANDBY ROUTE. If the access route or the STH 26 approach becomes impossible to use due to an Act of God, official closing for repair, or "accident"²⁰, Deer Track and its authorized haulers may use as a standby route for disposal purposes at the fill and for construction, maintenance, closure, and long-term care, of the active fill area at the Site:

CTH "B" to Switzke Road, then North along Switzke Road to North Bin Site Road.

Deer Track shall notify the Town by telephone as soon as reasonably possible after the need for the standby route is known. Deer Track

¹⁹Defined by §103.90(1), Stats.

²⁰Defined by §346.70(1), Stats.

shall cease use of the standby route as soon as reasonably possible and notify the Town upon resuming use of the specified access route.

15. ROADWAY CLEAN-UP. Deer Track and its authorized haulers shall use vehicles that are designed, constructed, loaded, maintained and fully covered to prevent "discharge"²¹. Deer Track shall be responsible to monitor its access route to the Site and adjacent parcels for waste, and shall clean up any which may have been discharged on or near the access route.

16. INSPECTION. Any elected official of the Town, member of the County Solid Waste Committee, or the Administrator of the Zoning and Sanitation Department; if authorized by his or her respective governmental body so to act, shall be permitted to inspect the Site including the fill, at any reasonable time, upon at least 24 hours oral notice to Deer Track, so that an executive of Deer Track shall accompany the official(s) during the inspection. In the event of an allegation by the Town or County of a violation of this Agreement, oral notice of an inspection may be reduced to two hours. This provision is not intended to interfere in any way with powers of any state, county or town law enforcement officer, fire fighter or health care professional to perform his official duty. In an emergency in the Town, these officials shall be entitled to immediate access to the Site.

17. FUTURE MEETINGS. Upon at least 15 days written notice by the Town or Deer Track the parties shall meet for the purpose of attempting to resolve any problem concerning any of the terms,

²¹Defined by §144.76(1)(a), Stats.

conditions, or provisions of this Agreement or problems related to the Site. The parties' representatives shall be an executive of Deer Track and the Town Board. The meetings may, at the request of the Town be part of the regular monthly meeting of the Town's Board of Supervisors.

18. TOWN LANDFILL PRIVILEGES. As long as Deer Track accepts solid waste for disposal at the fill, Deer Track shall accept residential waste generated and transported by Town residents to the green box. Residential waste means garbage and refuse as defined by sec. 144.01(4)(11), Stats. inclusive of solid waste generated by agriculture but excluding waste generated by industries, businesses and animal confinement operations requiring a conditional use permit under the Jefferson County Zoning Ordinance, 1985. The waste shall be placed in the green box, which shall be located within "Parcel 2" as depicted on "Exhibit A". Transportation to the fill and disposal charges for the first 40 cubic yards of loose waste accepted per week shall be reimbursed to the Town by Deer Track immediately upon payment by the Town of Deer Track's annual invoice for this service. This reimbursement income shall be reflected as a line item on the Town's annual financial report. Should there be any additional waste, the Town shall pay 75% of the then-current lowest solid waste disposal fee being charged any authorized hauler using the fill. If charged, the rate for additional waste shall be adjusted annually, every January, and shall be based on a sworn statement of the "lowest fee", made by an officer of Deer Track.

The Town shall, at its expense, have an attendant on duty at the green box station during all in-take of waste. The Town shall

not accept "hazardous waste" at the green box station. The Town shall monitor and clean-up any solid waste within the fence around the green box station, also, on or along Bin-Site road from the green box station easterly to the intersection of Switzke Road.

19. SITING EXPENSES AND DIRECT PAYMENTS. Deer Track shall pay the Treasurer of the Town of Farmington the initial sum of Thirty-one Thousand Dollars (\$31,000) in four installments for the Local Committee's legal and engineering expenses, per diems and mileage reimbursements for siting negotiations; and, the balance to the Town Fund:

a. Five Thousand (\$5,000) Dollars during siting negotiations, receipt of which is hereby acknowledged; and,

b. Ten Thousand (\$10,000) Dollars upon the signing of this Agreement by all parties and approval by the affected municipalities; and,

c. Ten Thousand (\$10,000) Dollars within sixty (60) days of the signing hereof by all the parties and approval by the affected municipalities; and,

d. Six thousand (\$6,000) Dollars upon DNR licensure.

Further, Deer Track shall directly pay to the County the sum of Five Thousand (\$5,000) Dollars upon the signing of this Agreement and approval by all the affected municipalities;

Further, Deer Track shall directly pay to the Town of Farmington the total sum of One Hundred Twenty Thousand (\$120,000.00) Dollars on the following schedule:

e. \$4,000 on the first through fifth anniversaries of DNR licensing of the fill;

f. \$10,000 on the sixth through ninth anniversary of

the fill;

g. \$20,000 on the tenth through twelfth anniversaries.

Further, Deer Track shall pay the Town \$10,000 on the thirteenth anniversary and on each anniversary thereafter for years of operations during which solid waste is accepted for disposal until final closure. None of these \$10,000 payments shall be required if the Site is closed on or before the thirteenth anniversary. In the event of final closure prior to the twelfth anniversary, the entire remaining balance of the \$120,000 direct payment shall be due and payable in full by Deer Track within 30 days of closure.

The Town shall invoice Deer Track for the annual payments prior to each due date. Any failure to make payments timely upon invoicing shall entitle the Town to interest at the rate of 12% per annum and reimbursement of all expenses necessary for collection.

20. DNR APPROVAL. Within fifteen (15) days after the signing of this Agreement, the Town, County and Local Committee shall notify the DNR that they waive any contested case proceedings on Deer Track's Feasibility Study, Plan of Operation, site appropriateness and the issue of need for the fill. Further, the Town will not seek any other hearings regarding Deer Track's fill and Site as proposed through licensure approval, nor petition for judicial review of any DNR decision pertaining to the pending DNR licensing process.

21. FINANCIAL SECURITY. Consistent with §60.22(3) and 61.34(4), Stats., in addition to other available legal remedies, the Town, County, or Local Committee may, at their option, treat any sum due

from Deer Track under this Agreement, including indemnification under Part 5, as a special assessment which may be levied and collected against any land owned by Deer Track, its successors or assigns. In the event that Deer Track conveys or assigns the Site to any third party, the third party shall post a "bond"²² *within 10 days after* to secure *employees* the Town, County, and Local Committee, together with their *assignment to the town* officials or employees, for prompt and complete compliance of the provisions of this Agreement to an amount of \$250,000.

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Deer Track, on the fifth anniversary of licensure of the Site by the DNR, shall tender to the Town a \$25,000 bond and to the County a \$25,000 bond; then, on the seventh such anniversary Deer Track shall tender to the Town an additional bond of \$30,000; then, on the tenth such anniversary Deer Track shall tender to the Town an additional \$20,000 bond; so that, on the tenth anniversary the County shall have in place a \$25,000 bond and the Town shall have in place an aggregate of bonds totalling \$75,000. All such security bonds shall serve to secure prompt and full compliance of each of the terms, conditions and financial obligations of this agreement and provide prompt payment for all damages, costs and expenses which might be recoverable by the County or the Town from Deer Track. On the tender of the \$20,000 bond at the tenth anniversary, the special assessment security provision which appears above, shall automatically terminate. To the extent not used or the subject of any outstanding claim of any kind or nature, all the bonds shall be released on the tenth anniversary of final

²²Any such security bond ("bond") shall be in the form of property, cash, irrevocable letter of credit, or surety bond from a surety acceptable to the secured parties.

closure.

22. DEFAULT. If one party considers the other to be in default of any term of this Agreement, the forum for resolution of any dispute not resolved by meeting(s) under paragraph 17, shall be the Circuit Court of Jefferson County; however, as a condition precedent to commencing any action as a result of this Agreement, the original complaining party shall give forty-five (45) days written notice specifying in detail the alleged non-compliance and the cure demanded. The alleged defaulting party shall have the right to cure the default within the forty-five (45) day period or within any greater or lesser time as the complaining party and defaulting party may agree. This forty-five (45) day grace period shall not apply ^{to ordinance enforcement by the county or the town or} if, at the same time as a party commences an action, it alleges and then proves grounds for injunctive relief under the standards of Chapter 813, Stats., and the subject of the action is a matter of imminent harm to public health or safety.

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23. IMPOSSIBILITY. No party to this Agreement shall be liable for failure to perform under the Agreement where the failure is occasioned by impossibility, defined by way of example only as: an Act of God, fire, strike, inevitable accident, war, insurrection, court order, binding determination of a governmental entity, or any cause outside the reasonable control of the party which has the duty to perform.

24. LOCAL ORDINANCES. The parties agree that Deer Track is not a "junk dealer," for purposes of this Agreement as defined in Town Ordinance 2 (1967); and, even though disposal could be construed as storing waste continuously, that Town Ordinances 4 (1975) and 18 (1983) are superseded by this Agreement; and, that Deer Track

shall be considered in compliance with Town Ordinance 14 (1982) so long as the only fire it sets and controls will be of methane gas, if the same is permitted by the DNR under Deer Track's Plan of Operation and DNR fire safety regulations allow such burning at the fill. This Agreement shall also supersede County ordinances regulating zoning at the Site, and solid waste disposal facility operations at the Site by Deer Track Park and its authorized haulers from execution of this Agreement until final closure of the fill.

25. REQUIREMENTS OF LAW - COMPLIANCE. Deer Track, during the term of this Agreement, shall operate the Site and the fill area in conformity with NR 500, Admin. Code or its successor provisions if effective upon this "siting"²³, the DNR-approved feasibility report the DNR-approved Plan of Operations and any conditions of licensure. In addition, Deer Track shall comply in constructing, operating, reconstructing, maintaining, closing and providing long-term care at the site and fill with all state statutes and administrative rules, federal statutes and administrative rules, and all existing Town and County ordinances, except those waived in this Agreement or expressly permitted for passage after licensure.

26. MODIFICATION. This written Agreement constitutes the entire agreement between the parties and any amendment or modification of this Agreement shall only be effective if made with the same written formality. If any party seeks a modification, the other shall negotiate in good faith for a reasonable period, not to

²³Defined by Part 2, above.

exceed 40 meeting hours per calendar year.

Subscribed to at Jefferson, Wisconsin, this 9th day of

July, 1990.

TOWN OF FARMINGTON AND
COUNTY LOCAL COMMITTEE

By:

Linda F. Fry
Linda F. Fry

Sharon Burns
Sharon Burns

COUNTY OF JEFFERSON

By:

Carl F. Jaeger
Carl F. Jaeger, Chairman
Solid Waste Committee

Bruce Haukom
Bruce Haukom, Administrator
Zoning and Sanitation Dept.

Don Reese
Don Reese

Bruce Haukom
Bruce Haukom

Marvin Hesse
Marvin Hesse

Carl F. Jaeger
Carl Jaeger

TOWN OF FARMINGTON, BY:

Marvin Hesse
Marvin Hesse, Chairman

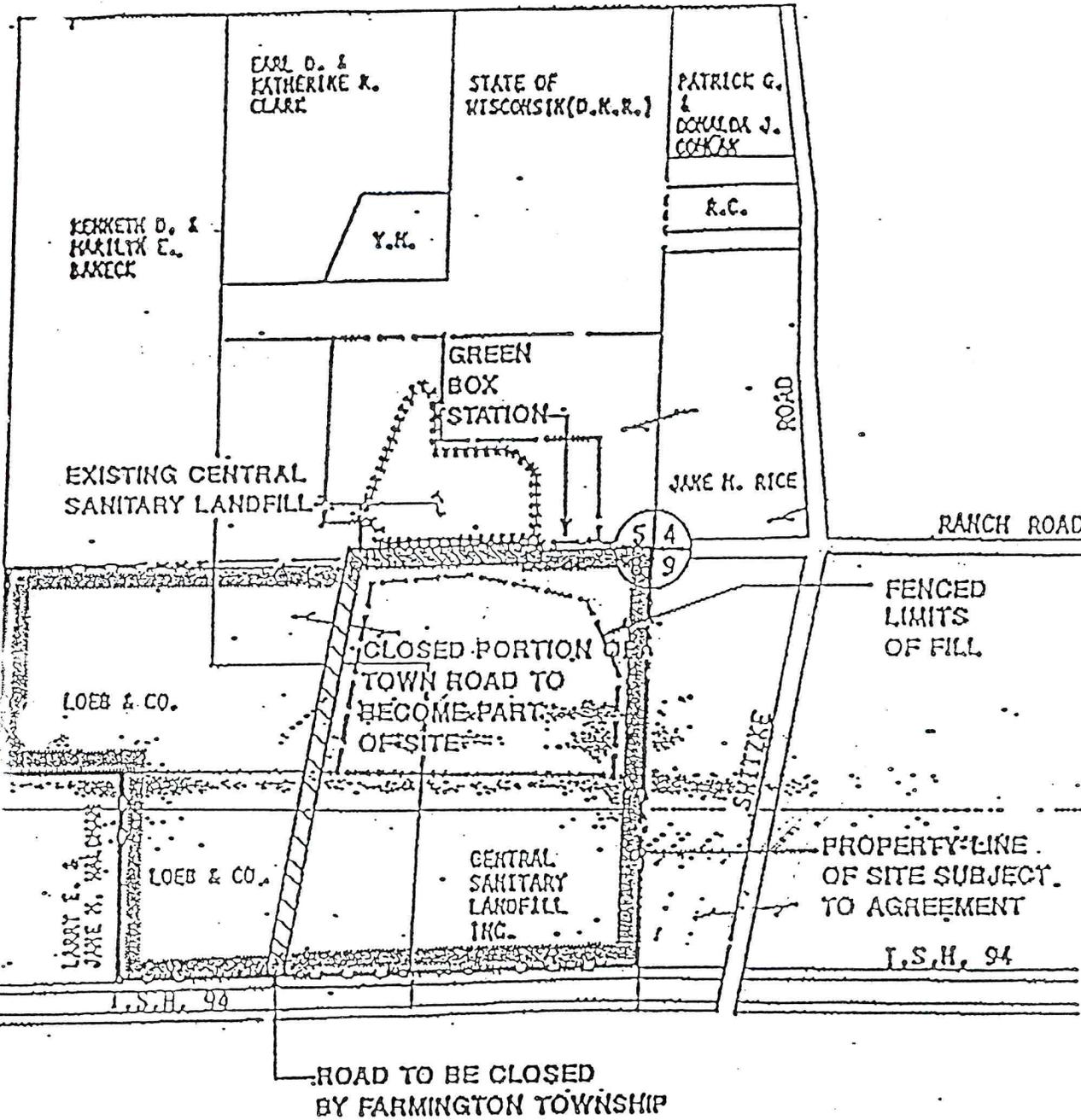
Attested by:

Linda F. Fry
Linda F. Fry, Township Clerk

DEER TRACK PARK, INC., BY:

Neal Loeb
Neal Loeb, President

Bruce Loeb
Bruce Loeb, Secretary



MAP DEVELOPED FROM THE JEFFERSON COUNTY PLAT BOOK, PUBLISHED BY ROCKFORD PUBLISHERS INC., DATED 1986, WITH ADDITIONAL INFORMATION PROVIDED BY JAN RICKERMAN. THE DESCRIBED DESCRIPTION OF THE SITE IS APPROXIMATE, BASED ON PREVIOUS DESCRIPTIONS AND MAPS. THIS DESCRIPTION IS NOT BASED ON BOUNDARY SURVEY.

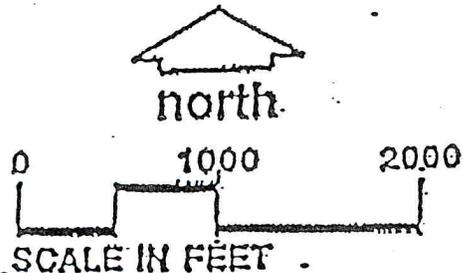
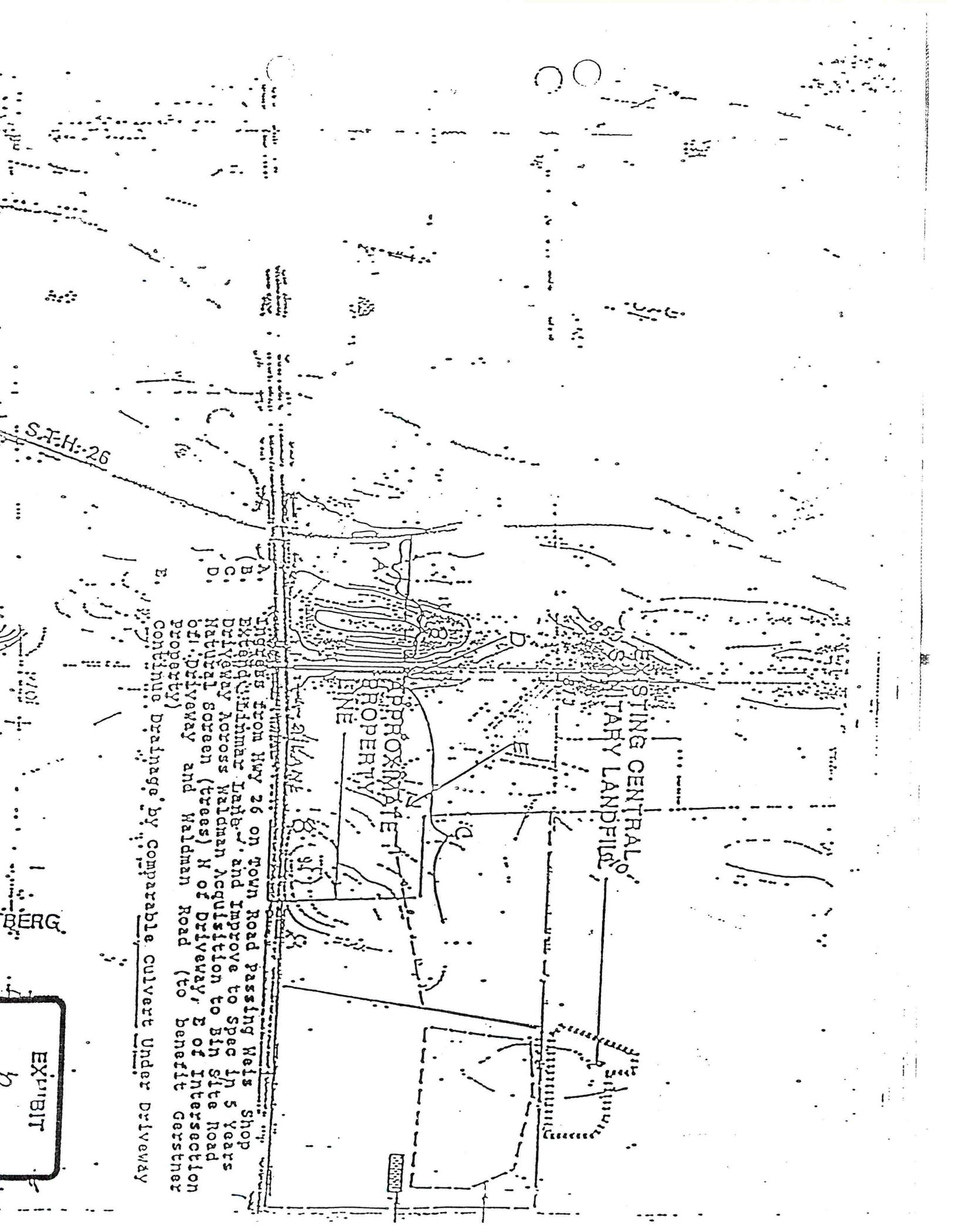


EXHIBIT A	Drawn HLH	Checked DRF	App'd. TDJZ
WASTE FACILITY SITING AGREEMENT	Revisions		Date 11/19/92



S.F.H. 26

- A. Ingress from Hwy 26 on Town Road passing Weis Shop
- B. Extended Ultimate Lake and Improve to Spec in 5 Years
- C. Driveway across Waldman Acquisition to Bin Site Road
- D. Natural screen (trees) N of Driveway, E of Intersection
- E. Driveway and Waldman Road (to benefit Gerstner property)

Continue Drainage by comparable culvert Under Driveway

APPROXIMATE
PROPERTY
LINE

STING CENTRAL
STARY LANDFILL

SILVANE

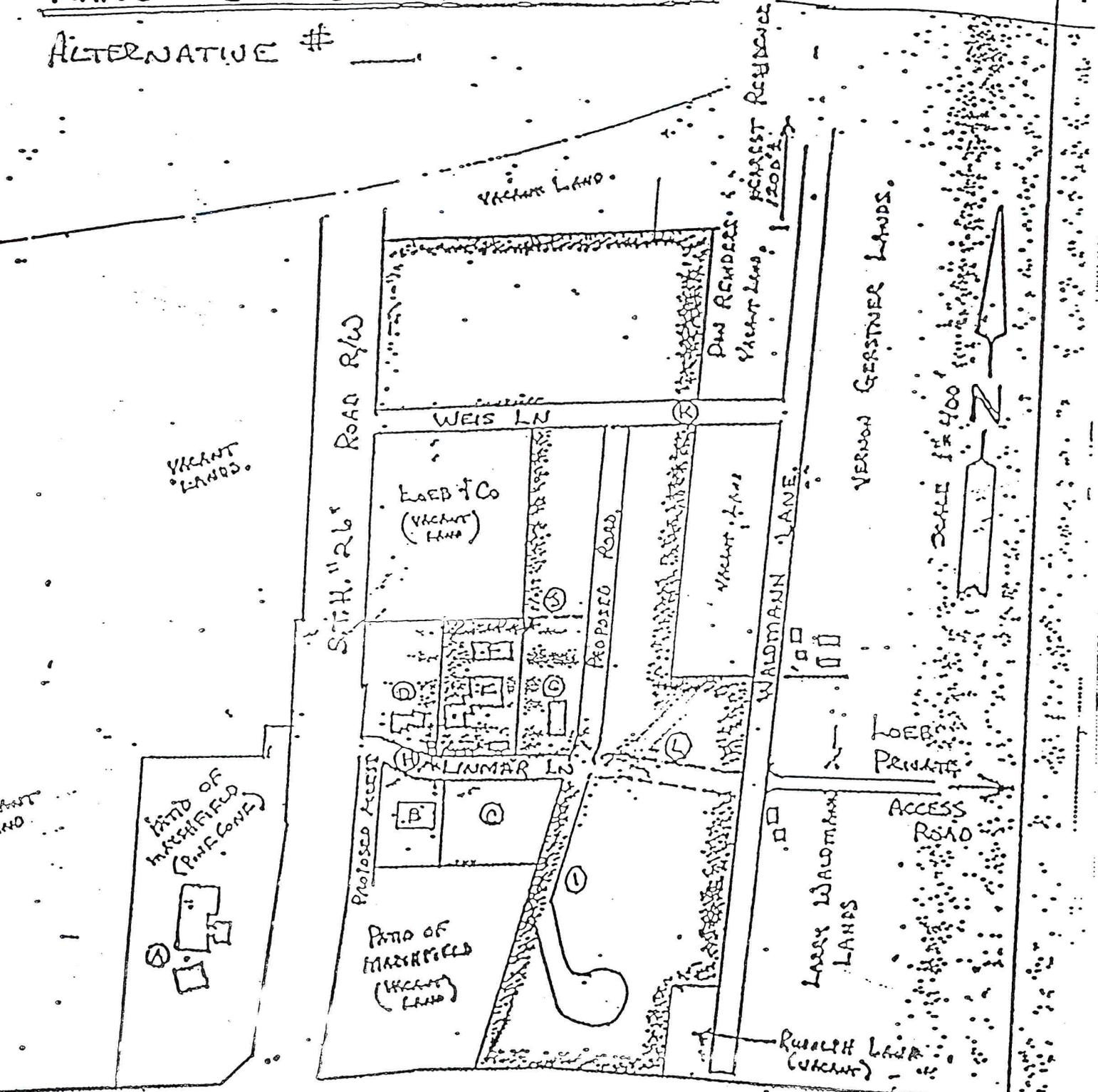
BERG

EXHIBIT
5

LANDFILL ACCESS-ROUTE ANALYSIS

3-11-90

ALTERNATIVE # _____



VACANT LANDS.

Kind of Marshfield (Pine Cone)

I-405 ROAD R/W

WEIS LN

Loeb & Co
(VACANT LAND)

PROPOSED ROAD

LINMAR LN

PROPOSED ACCESS

PART OF MARSHFIELD
(VACANT LAND)

Pine Residences
Vacant Land
FOREST RESIDENCE

WALDMANN LANE

VERNON GERSTNER LANDS.

LOEB PRIVATE

LARRY WALDMANN LANDS

ACCESS ROAD

RUSSELL LAND
(VACANT)

I-94 ROAD R/W.



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APR 18 1991

WASTE FACILITY
SITING BOARD

AMENDMENT TO WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON

1. SCOPE AND PURPOSE: The words used in this Amendment are exactly as defined in the July 9, 1990 Agreement, which it amends. Unless specifically modified by this Amendment, the original Agreement is not affected by this Amendment.

The purpose of this Amendment is limited to zoning changes for the following parcel of land, referred to in this agreement as the Waldmann Farm, in the Township of Farmington, in which Deer Track owns a mineral lease:

All that part of the South Half of the Northwest Quarter of Section 8, Township 7 North, Range 15 East; EXCEPT the East 165 feet thereof.

FURTHER EXCEPTING that part of the above described premises included in the Conveyance of Lands for Highway Purposes for the improvement of Interstate Highway 94 granted by Gustav Staude and wife to Jefferson County, Wisconsin dated April 1, 1940 and recorded on May 20, 1940 in Volume 207 of Deeds on Page 373, as Document Number 358748.

FURTHER EXCEPTING that part of the above described premises included in the Award of Damages by the State of Highway Commission for the State of Wisconsin to Herbert G. Staude and others for the improvement of Interstate Highway 94, recorded on July 10, 1958 in Volume 309 of Deeds on Page 365, as Document Number 546656.

2. ADDITIONAL ZONING: This Amendment shall constitute a further amendment of the current Ordinance to:

A. Permit extraction of clay to construct the base/sidewall liner for the fill, as well as final cover for the fill; and,

B. Permit extraction of granular materials for the fill; and,

C. Rezone the Waldmann farm in three future phases, following the phases of the clay-borrow and restoration processes planned in the Feasibility Study. Identification of the rezoned parcels shall, according to Exhibit D, be by quadrants of the farm, the four-way division of which results from creating a north-south boundary along longitudinal line 2, 333, 000 East, and the east-west boundary following the centerline of the roadway phase of construction depicted on Exhibit D.

Regarding quadrants 1, 2 and 3 (northeast, southeast and northwest, respectively), as the clay borrow excavation and restoration in each quadrant is completed, an inspection shall be conducted by the Zoning Administrator to determine that the restoration work complies with the Feasibility Study; then, each of those three quadrants shall be zoned NR-Natural Resource. At the time the 67-acre farm, now entirely zoned A-1, diminishes to less than 35 acres of A-1 lands due to the phases of NR rezoning, the fourth quadrant shall be reclassified as "substandard A-1" for purposes of the Ordinance.

As a condition of use of the Waldmann Farm as a clay borrow site, all excavation shall be subject to the restoration plan represented on Drawing 13345-24, Volume 2-Addendum 2, of the Feasibility Study, or as the restoration plan is subsequently modified in the approved Plan of Operation; further, all excavation shall be in accordance with Jefferson County Soil and Water Conservation District Technical Manual, and Chapter NR 504.05(10)(e), Wis. Admin. Code.

3. CULVERT DEVELOPMENT IN THE FLOODPLAIN: Because at least one culvert will be necessary for construction of the roadway as it intersects with the drainage ditch depicted on Exhibit D, which is incorporated by reference, all necessary local permits shall automatically issue from the County Zoning Department for culvert development and drainage ditch clean-out within three (3) business days of Deer Track demonstrating to the Administrator of the Zoning Department that:

A. Culvert development will not increase the level of the floodplain by more than one-hundredth of one foot, based the Jefferson County Floodplain Ordinance; and,

B. Any fill material associated with the placement of the culvert(s) will not interfere with wetlands which are described in the applicable Wisconsin Wetland Inventory Map; and,

C. Clean-out of the drainage ditch which runs generally from the northeast corner of the Waldmann farm to the middle of its southern boundary will be accomplished without any fill being distributed in the wetlands.

Subscribed to at Jefferson, Wisconsin, this 11th day of March, 1991.

TOWN OF FARMINGTON AND
COUNTY LOCAL COMMITTEE

By:

Linda F. Fry
Linda F. Fry

Bruce Haukom
Bruce Haukom

Sharon Burns
Sharon Burns

Marvin Hesse
Marvin Hesse

Don Reese
Don Reese

Carl Jaeger
Carl Jaeger

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SECOND AMENDMENT TO
WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON
WASTE FACILITY
SITING BOARD

1. **PARTIES.** This agreement is entered into between Deer Track and the Town pursuant to Part 6 of the July 9, 1990, Agreement which states in pertinent part:

Deer Track shall not dispose of, store, treat, "recycle," nor accept for disposal "storage", "treatment," or recycling at the Site or at the fill, any waste generated and collected within the cities of Milwaukee and Madison, nor generated and collected from outside the State, unless and until it renegotiates a written amendment to this contract regarding specific payments to the Town with the Town Board of Supervisors, (the "Town Board").

2. **SPECIFIC CHARGE FOR MADISON.** Deer Track shall pay the Town forty-eight cents (48¢) per ton for solid waste generated and collected within the City of Madison or collected from a transfer station located within the City of Madison. In the event that a truckload of waste has been partially generated or collected from within the boundaries of the City of Madison, then the entire truckload shall be treated as waste generated within the City of Madison.

3. **RECORD KEEPING.** Deer Track shall weigh all loads of Madison waste at its scales in the Town of Farmington and maintain a separate computer ledger showing the dates and tonnage of all Madison waste and shall, on demand by the chairman or clerk of the Town Board, provide an accurate printout.

4. **PAYMENT.** The specific payments for Madison waste shall be made annually. Payment for calendar 1992 shall be due January 31, 1993, and on the 31st day of January each year thereafter for

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THIRD AMENDMENT TO
WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON

MAR 01 1993

**WASTE FACILITY
SITING BOARD**

1. PARTIES. This agreement is entered into between Deer Track and the Town pursuant to Part 6 of the July 9, 1990, Agreement which states in pertinent part:

Deer Track shall not dispose of, store, treat, "recycle," nor accept for disposal "storage", "treatment," or recycling at the Site or at the fill, any waste generated and collected within the cities of Milwaukee and Madison, nor generated and collected from outside the State, unless and until it renegotiates a written amendment to this contract regarding specific payments to the Town with the Town Board of Supervisors, (the "Town Board").

2. SPECIFIC CHARGE FOR MILWAUKEE. Deer Track shall pay the Town ~~forty eight cents~~ (\$.52) per ton for solid waste generated and collected within the City of Milwaukee or collected from a transfer station located within the City of Milwaukee. In the event that a truckload of waste has been partially generated or collected from within the boundaries of the City of Milwaukee, then the entire truckload shall be treated as waste generated within the City of Milwaukee.

3. RECORD KEEPING. Deer Track shall weigh all loads of Milwaukee waste at its scales in the Town of Farmington and maintain a separate computer ledger showing the dates and tonnage of all Milwaukee waste, and shall, on demand by the chairman or clerk of the Town Board, provide an accurate printout.

4. PAYMENT. The specific payments for Milwaukee waste shall be made annually. Payment for calendar 1992 shall be due January 31, 1993, and on the 31st day of January each year thereafter for each calendar year or partial calendar year that Milwaukee waste is accepted at the Site or in the fill.

Subscribed to at the Farmington Town Hall, this 9th day of
February, 1993.

TOWN OF FARMINGTON

By: Marvin Hesse
Marvin Hesse, Chairman

ATTESTED:

By: Linda F. Fry
Linda F. Fry
Township Clerk

DEER TRACK PARK, INC.

By: Neal Loeb
Neal Loeb, President

By: Bruce Loeb
Bruce Loeb, Secretary