

RECEIVED

AGREEMENT REGARDING
BAY FRONT LANDFILL

FEB 25 1991

WASTE FACILITY
SITING BOARD

THIS AGREEMENT, entered into as of the 9th day of October, 1990, by and between Northern States Power Company, a Wisconsin corporation with offices at 100 North Barstow Street, Eau Claire, Wisconsin 54701 (NSP), the Town of Eileen, with offices in Ashland, Wisconsin (Town), and the County of Bayfield, with offices in Washburn, Wisconsin (County)

WITNESSETH

WHEREAS, NSP proposes to site a solid waste landfill in the Town of Eileen, County of Bayfield, to accommodate certain materials generated by its operation of the Bay Front Power Plant located in Ashland, Wisconsin; and

WHEREAS, pursuant to §144.445 Wis. Stats., Town and Country have appointed a Local Committee which has conducted negotiations regarding NSP's operation and maintenance of the proposed landfill.

NOW, THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

Definitions

DNR	The Wisconsin Department of Natural Resources
Active Landfill Area	The portion of NSP's Property (approximately 10-15 acres) within which the Waste Materials will be deposited.
Site	The 40-acre portion of NSP's Property within which the active landfill area and groundwater monitoring network will be located.
Property	NSP's property (approximately 240 acres) within which the landfill will be located.
Waste Materials	Fly ash, bottom ash, slag and occasional wood debris associated with and exclusively from NSP's operation of its Bay Front Power Plant.

Term

1. This Agreement shall be in effect for a period commencing with the execution of this Agreement and continuing, unless otherwise specifically provided for herein, until the tenth anniversary of the date of Site closure, as such date may be established by the DNR. NSP shall retain responsibility for

the Site for an additional period, presently forty (40) years, as required by DNR regulations.

Location

2. The Active Landfill Area shall be located approximately as shown on the map attached to this Agreement as Exhibit A, subject to final location approval by the DNR.

Roadway Maintenance

3. Within forty-five (45) days following the end of the calendar year NSP begins construction at the Site, NSP shall make the following payments to the Town as compensation for increased costs for road construction or maintenance associated with NSP's use of the Site:

\$500.00 each year for 5 years beginning with the year disposal operations begin, and

\$750.00 each year for the next 5 years of Site operation, and

\$1,000.00 each year beginning with the eleventh year and concluding with the year in which closure of the Site is completed.

This payment shall not limit NSP's liability for additional assessments or other charges levied generally against property owners for roadway construction, repair or maintenance.

User Fee

4. In consideration of the administrative costs to the Town associated with NSP's transportation of waste to the Site, NSP agrees to pay the Town a user fee for each ton of waste deposited within the Site. NSP shall make each payment within forty-five (45) days following the end of each calendar year and shall include with its payment an accounting indicating the total tons of material deposited at the Site during the preceding calendar year. The user fee shall be \$0.50 per ton of waste during each of the first five years of use, \$0.60 per ton of waste during each of the second five years of use, and \$0.70 during the eleventh and each subsequent year until the closure of the Site.

Tax Revenues

5. Beginning the first year of landfill operation and continuing through the year in which closure of the Site is completed, NSP shall make payments in lieu of taxes to the Town and County in accordance with the following schedule:

For the first 5 years of landfill operation:

\$750 to the Town of Eileen
\$750 to Bayfield County

For the second 5 years of landfill operation:

\$875 to the Town of Eileen
\$875 to Bayfield County

For the remaining years of landfill operation:

\$1,000 to the Town of Eileen
\$1,000 to Bayfield County

If, during any year NSP is obligated to make payments in lieu of taxes, all or any portion of the Site improvements become subject to governmental taxation and either the Town or County receives a portion of such tax revenues, NSP's payment obligation shall be reduced by an amount equal to the amounts received by the Town or County.

Financial Security

6. Throughout the term of this Agreement, NSP shall keep in force Worker's Compensation and Comprehensive General Liability insurances for its work at the Site, maintain proof of financial responsibility for closure and long-term care in accordance with the requirements of the Wisconsin Administrative Code (presently NR 520.06 through NR 520.12) and pay all waste management, environmental repair and groundwater fees required by the Wisconsin Administrative Code (presently NR 520.14).

Ground Water Sampling

7. NSP shall install groundwater monitoring wells in at least six (6) locations on the Site, subject to DNR approval. Samples shall be taken from each well as required by the DNR. NSP shall have each sample analyzed by a DNR-certified laboratory. NSP shall instruct the laboratory to send copies

of each analysis to the Bayfield County Zoning Commission and to the DNR.

8. If NSP's on-site monitoring well data shows any significant change after landfill operations commence which NSP or the DNR concludes is associated with NSP's landfill operations and represents a potential exceedance of a "Preventive Action Limit", as defined under Section NR140 of the Wisconsin Administrative Code, NSP shall comply with all appropriate investigative and corrective remedial activities required by the DNR and NR140. If deemed appropriate by the DNR, NSP will conduct off-site well sampling and analyses for all appropriate parameters at all private wells both adjacent to and down gradient from the Property, subject to landowner consent. All additional private well sampling, investigation and remedial action shall be conducted at NSP's sole risk and expense, and all data collected shall be provided to any affected landowner.

Site Hours

9. NSP shall generally deliver waste materials to and remove leachate from the Site only during the hours between 7:00 a.m. and 6:00 p.m. The parties recognize, however, that from time to time deliveries and removals may be required to be made at other hours in order to accommodate unusual conditions at the Site or NSP's generating plant, interruptions in transportation service, or emergency conditions.

Fencing

10. The Active Landfill Area shall be fenced with cyclone fencing at least eight feet (8') in height to prevent unlawful entry and to prevent injury. Natural vegetative screens shall be provided to effectively screen the Site from County Line Road, Wakefield Road, and adjoining properties.

Transfer of Waste Materials

11. NSP shall take reasonable precautions to abate spillage during transportation, including the use of enclosed or covered vehicles.

Materials for Deposit

12. Use of the Active Landfill Area shall be restricted to Waste Materials. NSP shall not use the Active Landfill Area for depositing demolition debris, unless authorized by the Town.

Leachate Protection

13. The Active Landfill Area shall be constructed with a suitable liner to segregate the deposited materials and leachate from the surrounding environment and reduce the risk of contamination of the groundwater that flows below the disposal area. The liner shall be constructed and leachate collected and treated in accordance with DNR regulations.

Minimum Set Back

14. The Active Landfill Area within the Site shall be set back a minimum of 500 feet from all Property boundaries.

Site Access

15. Deliveries to and removals from the Active Landfill Area shall be restricted to one location on Wakefield Road, or such other single location as may be required by the DNR. NSP shall install and monitor a locked gate on the access road at its intersection with any public road to prevent unauthorized entry to the Site. Nothing contained in this paragraph shall restrict NSP from temporarily using other access ways during any period that the primary access road may be unusable, or from conducting activities unrelated to Waste Materials delivery on the portion of the Property outside of the Active Landfill Area.

Alternative Disposal Techniques

16. NSP agrees to continue to investigate waste reduction by means of alternative use or recovery of the Waste Materials, including the potential use of the material as an agricultural lime substitute or as a component in the manufacture of lightweight aggregate.

Spillage Emergency Plan

17. NSP shall develop and provide to the Town and County, prior to commencement of operations at the Site, an emergency plan describing contingencies to be followed in the event of an accident or mishap involving spillage of Waste Materials or leachate during transportation to and from the Site.

Closure

18. Upon termination of deliveries to the Site, NSP shall comply with all financial and operational requirements imposed by the DNR concerning closure and long-term maintenance of the Site.

Potential Existing Wells on NSP Lands

19. NSP shall consult with the Town and County in order to determine whether there is an existing well on the Property. If located, the well shall be capped and abandoned in accordance with applicable governmental regulations.

Reports of Unusual Events

20. NSP shall provide the Town and County with copies of each report it is required to file with any governmental agency concerning an event involving environmental impairment, injury to the public, or modification in the construction, operation or management of the Site. Upon request, NSP shall provide copies of the reports and information concerning any complaints or claims it has received regarding its operation of the Site to the Town, County, or affected members of the public.

Governmental Regulations

21. The parties acknowledge that NSP's operation of the Site is subject to regulation by the DNR and other governmental bodies. The terms of this Agreement shall be subject to modification to the extent necessary for NSP to comply with any law, rule or order of a court or governmental body. However, it is the intention of the parties that the terms of this Agreement are separable and, if any portion of the Agreement is modified or unenforceable, the remaining terms shall continue in full force and effect.
22. The parties agree that they intend to be bound by the terms of this Agreement and shall not seek the modification, alteration or termination of these terms in other proceedings, including but not limited to those conducted by the DNR. However, this paragraph shall not be deemed to in any way limit either party's right to advocate positions before any governmental body with regard to matters beyond the scope of this Agreement.

Miscellaneous

23. NSP agrees that it shall not transfer title to the Site or responsibility for licensure and operation of the Site without the written permission of the Town and County, except that NSP shall have the right to make such transfers to its parent company, any affiliate or subsidiary company, any successor by sale or merger, and to any future owner of the Bay Front Power Plant.
24. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement.
25. This Agreement shall be construed, enforced and governed in all respects in accordance with the laws and statutes of the State of Wisconsin.
26. This Agreement contains the full and complete understandings of the parties and shall not be modified, except to the extent such modifications shall be reduced to writing and signed by all parties.
27. Any waiver by party of a breach of any term or condition of this Agreement shall not be considered a waiver of subsequent breach of the same or any other term or condition of the Agreement.
28. Should any portion of this Agreement be deemed invalid, the remaining portions shall be considered separable and their validity unaffected.
29. Any notices or payments to be directed to a party shall be addressed to:

NSP

Manager, Environmental Affairs & Land
Northern States Power Company
100 North Barstow Street
Eau Claire, Wisconsin 54701

Town of Eileen

Paul Hnath
Town Clerk
Town of Eileen
Box 326
Ashland, Wisconsin 54806

County of Bayfield

Bayfield County Clerk
County Courthouse
117 East Fifth Street
Washburn, Wisconsin 54891

Any party may modify the addressee by written notice to the other parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

NORTHERN STATES POWER COMPANY (WISCONSIN)

BY Anthony Schuster
A. G. Schuster, Vice President

Attest Elizabeth L. Grahek
Elizabeth L. Grahek
Assistant Secretary

Date: October 4, 1990

LOCAL COMMITTEE MEMBERS

Rudy James
Rudy James - Chairperson

Attest Paul Hnath
Paul Hnath - Secretary

Date: 10-9-90

TOWN OF EILEEN

Rudy James
Rudy James - Town Board Chairperson

Attest Paul Hnath
Paul Hnath - Town Clerk

By authority of attached resolution.

COUNTY OF BAYFIELD

Linda Brown
Linda Brown - County Board Chairperson

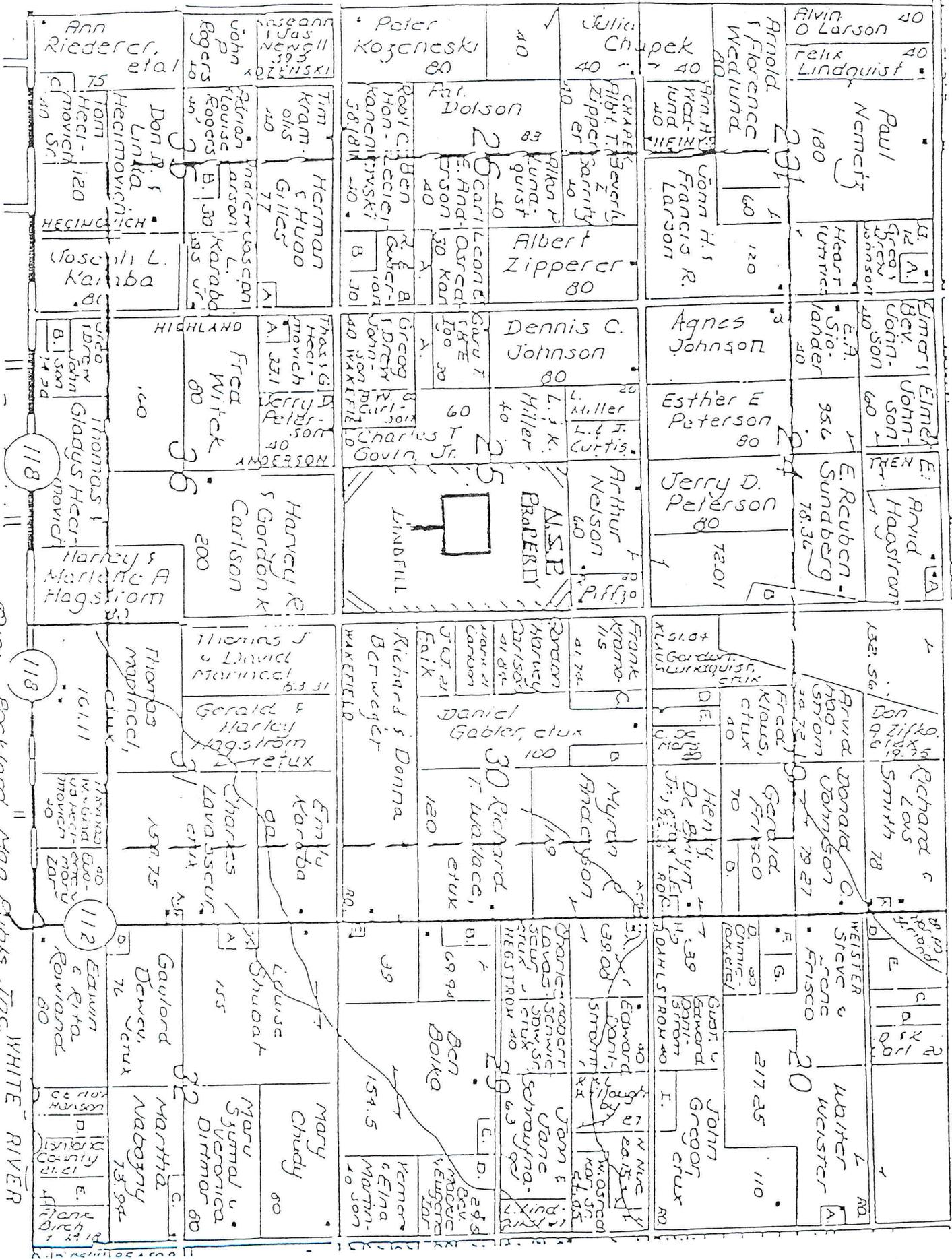
Attest Thomas J. Gordan
Thomas J. Gordan - County Clerk

By authority of Ordinance No. 4
passed by the County Board on Feb 5, 1991.

F2.EILEEN

HAYFIELD COUNTY ASHLAND COUNTY

EXHIBIT A



© 1988 © 1992 Rockford Map Subs, Inc. WHITE RIVER

RESOLUTION

WHEREAS Northern States Power Company, a Wisconsin corporation with offices at 100 N. Barstow St., Eau Claire, WI (NSP) has proposed to construct and operate a solid waste landfill in the Town of Eileen, Bayfield County, Wisconsin, to accommodate certain materials generated by its operation of the Bay Front Power Plant located in Ashland, Wisconsin; and

WHEREAS pursuant to Section 144.445 Wis. Stats. the Town of Eileen and Bayfield County have appointed a local committee which has conducted negotiations regarding NSP's operation and maintenance of the proposed landfill; and

WHEREAS the committee has recommended that the town and county agree to the construction and operation of said landfill in accordance with the attached agreement; and

WHEREAS said agreement appears to be reasonable and in the public interest;

NOW THEREFORE BE IT RESOLVED that the Town of Eileen enter into said agreement; and

BE IT FURTHER RESOLVED that the town chairman and town clerk are hereby authorized to sign the agreement on behalf of the Town of Eileen.

Adopted by the Town Board of the Town of Eileen, Bayfield County, Wisconsin, this 9th day of October, 1990.

Rudy James
Rudy James, Town Chairman

Attest Paul Hnath
Paul Hnath, Town Clerk