

**SECOND AMENDMENT TO THE STIPULATION BETWEEN THE TOWN OF STUBBS
AND RUSK COUNTY LANDFILL, INC.**

The Town of Stubbs ("Town"), by its Town Board of Supervisors and Waste Management of Wisconsin, Inc. ("Waste Management"), the corporate successor of Rusk County Landfill, Inc. ("RCL"), hereby enter into this Agreement amending both the prior Amendment and the Stipulation between the Town and RLC. This Agreement is to be referred to hereinafter as the "Second Amendment".

RECITALS

WHEREAS, the Town and Waste Management's corporate predecessor, RCL, entered into the Stipulation and Agreement on June 4, 1993 ("Stipulation"); and

WHEREAS, Waste Management currently owns 600 acres in Section 4 in the Town of Stubbs, of which 160 acres (the SE ¼) are currently zoned for landfilling purposes; and

WHEREAS, the Parties desired to address certain issues including an increase in the fees to be paid by Waste Management to the Town and a provision that allowed Waste Management to undertake one subsequent expansion of sixty acres of additional landfilling to be constructed on Waste Management's SE ¼ of Section 4; and

WHEREAS, the Stipulation provided in paragraph 22 that it could be amended by written agreement of the Town Board and RCL; and

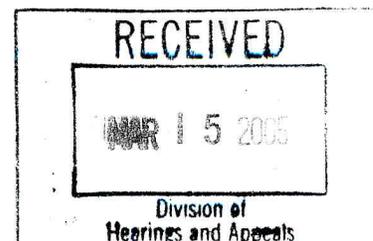
WHEREAS, the Town and Waste Management entered into an Amendment to the Stipulation on August 14, 1996 ("Amendment") which addressed these and other issues; and

WHEREAS, pursuant to sec. 289.22(1m), Wis. Stats. Waste Management gave notice on February 7, 2002 to both the Town and Rusk County that it desired to undertake a northern expansion (Northern Expansion) of its **Timberline Trail Recycling & Disposal Facility** and requested that both municipalities identify all local approvals which would be required for such an expansion; and

WHEREAS, Rusk County advised that as long as the expansion remained in the SE ¼ of Section 4 no additional local approvals would be required; and

WHEREAS, the Town of Stubbs adopted a siting resolution and appointed four members to a negotiating Committee; and

WHEREAS, Waste Management and those Committee members have met to discuss certain additional issues; and



WHEREAS, Waste Management and the Committee have reached an agreement; and
WHEREAS, the Parties wish to revise certain provisions of the Amendment.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties mutually agree as follows:

1. Paragraph 1 of the Amendment provides that no payment shall be made to the Town for materials that are bio-remediated at the Solid Waste Facility even if they remain at the Solid Waste Facility. This provision shall be revised to state that payment shall be made to the Town for materials that are bio-remediated at the Solid Waste Facility if they remain at the Solid Waste Facility.
2. Paragraph 4 of the Amendment states that the Town agrees not to unreasonably withhold its support of any petitions by Waste Management to have the remainder of its property located in the Town rezoned to permit landfilling activities. The parties agree that this Paragraph shall be revised to state that:

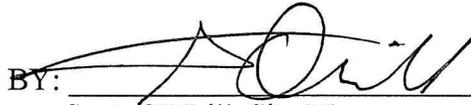
“The Town specifically hereby gives its consent to any auxiliary activity which Waste Management, believes to be necessary to support the landfilling operations being undertaken in the SE ¼ of Section 4. Specifically, such auxiliary activities include the construction and operation of a landfill gas to electricity plant to be located in the NE ¼ of Section 9. Further the Town acknowledges and agrees that other auxiliary activities in support of the landfilling operations could include screening, berming, leachate collection and pre-treatment, and storm water collection and treatment. Also, the Town acknowledges and agrees that these activities may be undertaken on any property owned by Waste Management which is in proximity to the landfilling operations.”

3. The Parties agree the Amendment modified by the Second Amendment together shall constitute the Negotiated Agreement for the Northern Expansion of the Timberline Trail Recycling & Disposal Facility, as that term is defined in sec. 289.33(9)(k), Wis. Stats., and further agree that a copy of the Second Amendment shall be submitted to the Wisconsin Waste Facility Siting Board.

4. All other Terms and Conditions of the Amendment and the Stipulation shall remain unaltered and in full force and effect. In the event that any provision of this Second Amendment is held by a Court to be unenforceable, then this Second Amendment shall be null and void.

Dated this 8th day of March, 2005.

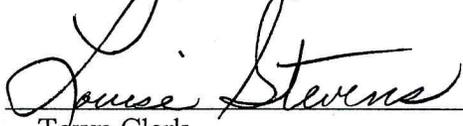
WASTE MANAGEMENT OF WISCONSIN, INC.

BY: 

Scott O'Neill, Site Manager
Town of Stubbs

BY: 

Arthur Dixon, Chair

ATTEST: 

Louise Stevens
Town Clerk

**AMENDMENT TO THE STIPULATION AND AGREEMENT
BETWEEN THE TOWN OF STUBBS AND RUSK COUNTY LANDFILL, INC.**

The Town of Stubbs ("Town"), by its Town Board of Supervisors and Waste Management of Wisconsin, Inc. ("Waste Management"), the corporate successor of Rusk County Landfill, Inc., ("RCL"), hereby enter into this Amendment ("Amendment").

RECITALS

WHEREAS, the Town and Waste Management's corporate predecessor, RCL, entered into the Stipulation and Agreement on June 4, 1993 (also referred to as the "Agreement"); and

WHEREAS, Waste Management currently owns 600 acres in Section 4 in the Town of Stubbs, of which 160 acres (the SE $\frac{1}{4}$) are currently zoned for landfilling purposes; and

WHEREAS, the Stipulation and Agreement provided in paragraph 22 that it could be amended by written agreement of the Town Board and RCL.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the parties mutually agree as follows:

1. Paragraph 3 of the Stipulation and Agreement is hereby amended to state that the fee provided thereon shall be increased to Seventy-Five Cents (\$.75). Beginning upon the date the Town executes this Amendment, Waste Management will pay the Town this increased fee for all Solid Waste, including waste from out of state, disposed by Waste Management in the SE $\frac{1}{4}$ of Section 4. However, no payment shall be made for materials that are bioremediated, recycled, or otherwise treated at the Solid Waste Facility even if they remain at the Solid Waste Facility. Such payments shall be made according to the quarterly payment schedule provided in paragraph 3 of the Agreement; but shall be adjusted on each anniversary of the Town's execution of this Amendment by the percentage increase in the prior year of the Consumer Price Index but in no event shall the amount of the increase be less than three (3) percent nor more than five (5) percent. In addition, Waste Management shall make a retroactive payment of \$.50 per ton for all Solid Waste disposed by Waste Management at the Solid Waste disposal facility, from January 1, 1996 until the date the Town executes this Amendment, except no payment shall be made for materials that are bioremediated, recycled or otherwise treated at the Solid Waste Facility even if they remain at the Solid Waste Facility. This payment shall be paid by Waste Management to the Town Treasurer within twenty (20) days after execution of this Amendment by the Town.

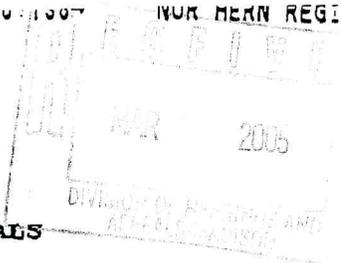
Further, provided, however, the amount paid for host fees shall be reduced beginning January 1, 1997, and each January thereafter by an amount equal to the dollar increase in the previous year's assessment of Waste Management's SE¼ of Section 4 and all improvements located thereon over and above \$1.7 Million Dollars times the most current mill rate. Further, there shall be no reduction in the amount paid if the increase in the assessment result from the construction of additional buildings on the SE¼ of Section 4 or if the State of Wisconsin mandates increase(s) in the assessed valuation of the SE¼ of Section 4 and the improvements located thereon ~~and~~ ^{to be} if the Town of Stubbs is completely reassessed, then the above stated \$1.7 million dollar assessment may be increased by the same percentage that the assessment of all the other property in the Town of Stubbs is increased.

2. The Stipulation and Agreement is hereby amended to expressly state that Waste Management shall, as long as it is disposing of solid waste on the property currently owned by Waste Management in the Town of Stubbs, be entitled to accept for disposal any solid Waste which is generated outside of the State of Wisconsin except municipal incinerator ash which is expressly barred by paragraph 6.
3. The Stipulation and Agreement is hereby further amended to provide that all of the terms and conditions of the Stipulation and Agreement as amended by this Amendment shall be imposed upon a subsequent expansion of sixty (60) acres of additional landfilling to be constructed on Waste Management's SE¼ of Section 4 that is currently zoned to permit landfilling.

The Town agrees not to oppose this next expansion provided that said expansion is approved by the Wisconsin Department of Natural Resources and further provided that the Town retains the right to raise any technical issues regarding this expansion.

4. The Town hereby agrees not to unreasonably withhold its support of any petition(s) by Waste Management to have the remainder of its property located in the Town of Stubbs re-zoned to permit landfilling activities to be undertaken thereon.
5. Within twenty (20) days of execution of this Amendment by the Town, Waste Management shall pay the sum of \$2,000.00 to the Town Treasurer to reimburse the Town for the attorney's fees it has incurred as a result of this Amendment.

All other terms and conditions of the Stipulation and Agreement shall remain unaltered and in full force and effect. In the event that any provision of this Amendment is held by the court to be unenforceable, then this Amendment shall be null and void.



BEFORE THE
 STATE OF WISCONSIN
 DIVISION OF HEARINGS AND APPEALS

In the Matter of Feasibility Report for
 Rusk County Landfill, Inc., Proposed Solid
 Waste Disposal Facility in the Town of
 Stubbs, Rusk County, Wisconsin

Case No. IH-93-02

STIPULATION AND AGREEMENT BETWEEN TOWN OF STUBBS AND
 RUSK COUNTY LANDFILL, INC.

The Town of Stubbs (the "Town"), Requester in the above
 entitled Contested Case, by its Town Board of Supervisors and
 Attorneys, Thomas Harnisch and Hal Harlowe, and Rusk County
 Landfill, Inc. ("RCL"), the Applicant for the Proposed Solid
 Waste Disposal Facility in the Town of Stubbs, by its President,
 William "Bill" Rands and its Attorneys Whyte & Hirschboeck, S.C.
 and Raymond M. Roder, hereby mutually agree and stipulate as
 follows:

1. In consideration for the undertakings and agreements
 described below, the Town will voluntarily dismiss its request
 and continuance of the Contested Case hearing in the above
 entitled matter. The dismissal shall be with prejudice with each
 party to bear its own costs and fees incurred to date in the
 matter.

2. In further consideration for the undertakings and
 agreements described below, the Town agrees not to legally oppose
 the development, construction or operation of the landfill by RCL
 which was the subject of the Contested Case (the "Landfill"), for
 the life of the Landfill. The "Life of the Landfill" shall mean,
 for the purposes of this Stipulation and agreement to be the term

from the date of execution of this Agreement until closure of the active fill areas consisting of Phases I-V in the Feasibility Report prepared by RMT, Inc. and dated April, 1992, which represents a total design capacity of 2.9 million cubic yards. The Life of the Landfill shall not mean nor include any expansion of the Landfill beyond the design capacity of 2.9 million cubic yards. This Agreement by the Town not to oppose the development, construction or operation of the Landfill shall not foreclose the Town from commencing an action for violation of any conditions of RCL's license to construct, operate, close or provide long term care of the Landfill, for violation of this Stipulation and Agreement or for nuisance conditions if such nuisance conditions occur at or as a result of the Landfill's construction, operation, maintenance, closure or long term care.

The terms of this Stipulation and Agreement include the following defined terms:

- A. Solid Waste means garbage, ash refuse, rubbish, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discharged or salvagable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid Waste may include, but is not limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; and lumber, concrete, dirt, stone,

plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 147, Wis. Stats., or its successor chapter, or sources, special nuclear or by-product materials as defined in sec. 140.52, Wis. Stats., or its successor section.

- B. Contaminated means water which the Department of Natural Resources determines exceeds a primary drinking water standard in Ch. NR 109, Wis. Admin. Code other than constituents for which the WDNR grants alternate contaminant levels for the Landfill.
- C. Store means the holding of Solid Waste at the Landfill, for a temporary period as defined by State of Wisconsin laws and regulations, at the end of which period the Solid Waste is to be then treated, transported away from the Landfill, or ultimately disposed of in the Active Fill Area at the Landfill.
- D. Treat or Treatment means any method, technique or process at the Landfill which is designed to change the physical, chemical or biological character or

composition of the Solid Waste. Treatment includes incineration.

- E. Active Fill Area means the total design capacity area of two million nine hundred thousand cubic yards of Solid Waste, depicted and described in the Feasibility Report prepared by RMT, Inc.
- F. Expansion means the expansion at any time by any means by RCL of the design capacity of the Active Fill Area beyond two million nine hundred thousand (2,900,000) cubic yards of solid waste.
- G. Landfill means the solid waste disposal facility in the Town specifically depicted and described as in the southeast 1/4 of Section 4, Town of Stubbs.
- H. Ash means the products of combustion which result from the combustion of solid waste.
- I. Disposal or Dispose means the discharge, deposit, injection, dumping or placing of Solid Waste. This term does not include the Storage or the Treatment of Waste at the Landfill.
- J. Closure means the date at which time no further Solid Waste is Disposed in the Active Fill Area by RCL or by any other person which shall be the earliest of the following:
- (a) The date the RCL notifies the Town in writing that it no longer will Dispose of and will no longer

allow any other person to Dispose of Solid Waste in the Active Fill Area,

(b) The date the Department of Natural Resources, orders RCL, in writing, to no longer Dispose of and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area, or

(c) The date the Active Fill Area has in place the number of cubic yards of Solid Waste approved by the Department of Natural Resources.

K. Long Term Care or Long-Term Care Operations means any activities at the Landfill, including routine care, maintenance and monitoring in the Active Fill Area where all the above-noted activities occur any time following the Closure of the Active Fill Area. Long-Term Care Operations by RCL and by its agents shall not be considered Disposal, Storage or Treatment at the Active Fill Area for purposes of this Agreement.

L. Recyclable Materials means any materials that are prohibited from land disposal by Chapter 159, Wis. Stats., as amended.

3. RCL agrees to quarterly pay to the Town, through the Town Treasurer of the Town of Stubbs, a fee of twenty-five cents (\$0.25) per ton for all solid waste disposed at the Landfill during the Life of the Landfill. The quarterly payments shall be paid to the Town through the Town Treasurer on January 15th, April 15th, July 15th and October 15th or the first business day

thereafter if the 15th falls on a weekend or national (or state) holiday. In addition, RCL will pay to the Town, through the Town Treasurer of the Town of Stubbs, twenty-five thousand dollars (\$25,000). This amount will be paid by RCL to the Town Clerk within ten (10) days of the date on which RCL receives a positive determination of feasibility on the proposed Landfill.

4. RCL agrees that if RCL has not disposed solid waste in the Landfill in the amount of its design capacity within fifteen (15) years of execution of this Stipulation, then RCL will commence thereafter to pay seventy-five cents (\$.75) per ton for waste disposed thereafter at the Landfill. No other increases to the fee will be provided by RCL, whether due to inflation, changes in waste volume or any other reasons for the life of the Landfill.

5. RCL agrees to reconstruct and blacktop or arrange to have the Town pursuant to section 16 reconstruct and blacktop Hutchinson Road from Highway 8 to the entrance of the Landfill within one (1) year after the Landfill commences to accept solid waste for disposal. The reconstruction shall be to State Town road statutory standards and the blacktop applied shall be four inches (4") thick and shall be twenty-four feet (24') wide. The road and blacktop will be maintained by RCL in a good serviceable condition for vehicle travel for the life of the Landfill and for one year thereafter.

6. RCL agrees, for the Life of the Landfill, that it will not accept municipal incinerator ash for disposal, storage or treatment at the Landfill from any source.

7. RCL agrees, for the Life of the Landfill and for forty (40) years thereafter, that it will be responsible for any contamination caused by the Landfill to the environment in the Town.

8. The Town and RCL agree to adopt the terms and conditions of the "Agreement Between the Town of Stubbs Local Landfill Committee and Rusk County Landfill, Inc." (Exhibit 1 attached herein) dated August 20, 1992, except as modified herein. These provisions and the modifications thereto are set forth and incorporated below in writing as Paragraphs 9-25 of this Stipulation and Agreement.

9. The Town and RCL, for the Life of the Landfill and for two years thereafter, agree that the Town may establish a Landfill Advisory Committee (the "Committee") with the Town Board to appoint up to five (5) Town members. The Town members must be residents of the Town of Stubbs. RCL shall appoint one (1) member to the Committee. No more than one (1) member appointed by the Town Board may reside within one (1) mile of the Landfill. The Committee may call and may conduct annual public meetings and such other public meetings as it shall require. The RCL member shall attend any such meetings and shall be a voting member of the Committee. The meetings shall be an open public forum to discuss problems or concerns with respect to the Landfill.

10. The Town and RCL agree that only solid waste authorized for disposal, stored or treated at the Landfill by the Department of Natural Resources shall be disposed, stored or treated therein. Under no conditions will RCL accept hazardous wastes as defined in the Wisconsin Statutes and administrative regulations governing hazardous waste during the life of the Landfill. RCL shall, for the life of the Landfill and for forty (40) years thereafter, comply with the provisions of chapter NR 500, et. seq., Wisconsin Administrative Code or its successor provisions.

RCL agrees, for the life of the Landfill and for the number of years thereafter required to meet the Design Capacity of the Landfill, that in the event hazardous wastes are accidentally or intentionally brought to the Landfill by any person for any purposes, such hazardous waste shall be returned by RCL to the responsible waste hauler or other responsible person if he/she can be determined by RCL. All such hazardous waste shall be removed from the Landfill as soon as possible in accordance with inspection and directives of the Wisconsin Department of Natural Resources. If the responsible hauler or responsible person of such hazardous waste cannot be located by RCL or they will not timely remove the hazardous waste, then RCL shall remove the hazardous waste, and, if necessary, bear the expense of its disposal, storage and treatment.

11. RCL agrees, for the life of the Landfill and for forty (40) years thereafter, to allow on site inspections by the Town Board, or their designees, and the Committee upon reasonable

notice to RCL. A representative of RCL may accompany the Town Board or the Committee. The Town Board or the Committee shall follow all safety rules promulgated by RCL when on site.

12. RCL agrees to provide disposal at the Landfill of solid waste generated in the Town of Stubbs, by its residents, and storage or treatment of Recyclable Materials generated by the residents (once the RCL has established a recycling facility at the Landfill) free of charge to the residents of the Town of Stubbs ("Residents") for the life of the Landfill or for twelve and one-half (12 1/2) years from the date of first licensure (whichever is longer). To this end, such Residents may enter the front portion of the Landfill where RCL will place sufficient dumpsters for the receipt of their Solid Waste. Residents of other Towns may also use the dumpsters but will be charged by RCL the current disposal rate for this service. All other vehicular traffic inside the Landfill property will be restricted to vehicles and equipment owned or leased by RCL and properly licensed disposal vehicles authorized at the Landfill for disposal purposes by RCL.

13. The Town and RCL agree that vehicle traffic to and from the Landfill for Landfill construction, operation, disposal, maintenance, closure and long term care operation purposes, for the life of the Landfill and for forty (40) years thereafter, will be restricted to use of U.S. Highway 8 and Hutchinson Road to the northern edge of the Landfill property, which provides direct access to the Landfill. Hutchinson Road may be used by

persons for vehicle travel for the above landfill use purposes. This prohibition on use of Town roads for travel to and from the Landfill shall not apply to Residents of the Town of Stubbs in their disposing of Solid Waste at the Landfill.

14. RCL, for the Life of the Landfill, shall furnish the Committee with a copy of any performance bond or other proof of financial responsibility as required by the Wisconsin Department of Natural Resources.

15. The Town and RCL agree, for the Life of the Landfill, that expenses of the Committee shall be paid by RCL as set forth in this paragraph. The amounts for reimbursement are hereby set at twenty-five dollars (\$25.00) per meeting and three dollars (\$3.00) traveling expenses per meeting, per member. These expenses shall be paid by RCL within thirty (30) days of receipt of invoice from the Town Clerk of the Town of Stubbs.

16. RCL agrees, for the Life of the Landfill, that RCL shall pay all construction, resurfacing, reconstruction, repair and maintenance costs related to Hutchinson Road from Highway 8 to the access to the Landfill, including, but not limited to costs of acquisition of any necessary right of way across privately owned property. The Town shall not be required to contribute to such costs. The Town shall at the written request of RCL contract or arrange for the construction, resurfacing, and repair to be done in a timely manner. The Town agrees to impose no weight restrictions on said portion of Hutchinson Road where these restrictions are more restrictive than Department of

Transportation weight restrictions for U.S. Highway 8. The provision related to the responsibility of RCL to pay the costs incurred does not include any costs incurred by the Town for snowplowing of this road by the Town. Payment shall be made to the Town within thirty (30) days of invoicing. RCL shall be responsible to the Town for repair of all damage to said portion of Hutchinson Road caused by persons travelling by vehicles to and from the Landfill for disposal of Solid Waste.

17. RCL agrees, for the Life of the Landfill, to pay for initial well testing for the wells of John Kazmierkoski (SE-SE 9-34-8), Paul Euiras (NE-SE 10-34-8), William and Melinda Willook (parcel in NE-SE 10-34-8), and Jerry and Kathleen Hill (S1/2 10-34-8). The initial tests shall be performed by RCL prior to the deposit of waste in the Landfill. The purpose of the initial testing is to establish background comparisons should future testing demonstrate contamination.

In the event the water in any of the wells specified above becomes unfit, as determined by the Wisconsin Department of Natural Resources or County health authority, for human consumption under applicable state and federal regulations during the Life of the Landfill and for such longer time after closure during which RCL is required to satisfy any net worth or other financial responsibility standard under applicable state and federal law, then it shall be agreed by RCL that such contamination was caused by the Landfill only if such causation is verified by the monitoring wells installed on and around the

Landfill for this express purpose. In this event, RCL shall, for the life of the Landfill and for forty (40) years thereafter, at its expense:

- A. Provide adequate amounts of potable bottled water to meet the immediate needs of the affected property owners, and
- B. Provide as soon as practicable a new supply of potable running water at pressure and volume consistent with the prior well performance. RCL shall pay for abandonment of existing contaminated wells and shall reimburse the landowner for any cost of testing which brought the contamination information to the attention of the Town.

18. The Town and RCL agree, for the life of the Landfill, that landowners, any portion of whose property lies within one (1) mile of the waste limit boundaries, who believe they have suffered a diminution in real property value due to the proximity of the Landfill may appear at any meeting of the Committee to apply for compensation. Applicants for such compensation must supply an appraisal of their property to RCL prepared by a state certified real estate appraiser, setting forth:

- A. Fair market value of the property as of the date of appraisal.
- B. Fair market value of the property as of the date of the appraisal, but making the sole additional assumption that the Landfill did not exist.

RCL may supply such other appraisals and other evidence to the committee as it deems necessary. The Committee shall hear all testimony relative to the compensation claims, shall make such investigation of the factual circumstances of the claims as it shall deem appropriate, may require additional appraisals from the claimant or RCL, and may obtain its own appraisal of the property. All testimony shall be given under oath. Within thirty (30) days after submission of the last appraisal or other evidence, the Committee will meet again and render its decision as to compensation. Decisions for compensation must be approved by a majority of the Committee. The Committee shall employ the following standards when considering and granting compensation:

- A. The Committee shall not abuse its discretion.
- B. The granting of compensation shall be reasonable and not be arbitrary or capricious.
- C. The Committee's actions shall be based on substantial facts in the record.

In the event RCL shall disagree with the order or directive of the Committee, RCL shall have the right to appeal to arbitrators appointed by mutual consent of the parties. If the arbitrators determine that the actions of the Committee were in violation of the aforesaid standards, the arbitrations may enter such findings as they deem appropriate, and either dismiss the complaint or remand the matter to the committee for further proceedings not inconsistent with their ruling. In the event the arbitrators determine the findings of the Committee were not in

violation of the aforesaid standards, the order of the Committee shall be binding on RCL.

Arbitrators shall be appointed as follows: Each party shall select an arbitrator. These two (2) arbitrators shall select a third arbitrator. Upon hearing and review the three (3) arbitrators shall decide any issues brought before them. In the event the decision of the arbitrators cannot be unanimous, majority shall rule.

Any such compensation shall be payable for all of the landowner's land within the one (1) mile distance limit, and up to a maximum of eighty (80) contiguous acres outside the one (1) mile limit. Contiguous acres means adjoining acres owned by the same landowner, without intervening ownership.

All such claims for compensation must be presented within a five (5) year period from the date of first waste acceptance by RCL. Claims submitted after such date will not be considered by the Committee.

The Committee shall have the power to assess reasonable costs and fees relative to investigating and deciding compensation claims not to exceed five hundred dollars (\$500.00) for each claim, excluding cost of arbitration which shall be borne by RCL.

19. RCL agrees, for the Life of the Landfill, to keep Hutchinson Road, including the shoulders and adjacent drainage ditches and all private lands adjoining the Landfill site, free of litter, debris and refuse, and to ensure that the tires of

sanitation vehicles and other vehicles transporting waste are free of such debris.

20. This Stipulation and Agreement and the provisions contained herein shall be construed, enforced and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin.

21. Under this Stipulation and Agreement any waiver by any party to a breach of any term or condition of this Stipulation and the Agreement to be enacted shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this Stipulation and the Agreement to be enacted.

22. This Stipulation and Agreement by both parties may be amended only by a written amendment by the Town Board and RCL.

23. The terms, conditions, commitments, agreements and undertakings specified by this Stipulation and the Agreement to be enacted shall be binding on and inure to benefit of the Town and RCL and all of their heirs, successors, assigns, transferees or lessees but any such succession, assignment, transfer or lease shall not require the approval of the other party.

24. If any provision of this Stipulation and Agreement contravenes or is invalid under any law of the State of Wisconsin or of the United States, the contravention or invalidity shall not invalidate the whole Stipulation or the Agreement to be enacted, but rather this stipulation and the Agreement to be enacted shall be construed as if it did not contain that

particular provision or provisions held to be invalid and the rights and duties of the parties shall be construed and enforced accordingly.

25. Notwithstanding anything to the contrary herein, no provision of this Stipulation and Agreement shall reduce, lessen or relieve any obligation of RCL under any applicable existing or future statute, rule or regulation of the United States, the State of Wisconsin, or any federal or state agency having jurisdiction over the Landfill. This Stipulation and Agreement provides a waiver by the Town and is in lieu of any permits or licenses that may be required of RCL by the Town, any other local approvals related to the Landfill that might be required to be applied to and enforced against RCL by the Town of Stubbs or any other regulation and control upon RCL by the Town of Stubbs (existing or to be enacted by the Town) related to the construction, operation, closure and long term care of solid waste and recycling operations and solid waste disposal and recycling uses at the Landfill except as specifically noted herein. This Stipulation and Agreement does not waive by the Town and is not in lieu of any permits or licenses that may be required of RCL by the Town, any other local approvals related to the Landfill that might be required to be applied to and enforced against RCL by the Town of Stubbs or any other regulation and control upon RCL by the Town of Stubbs (existing or to be enacted by the Town) related to non-solid waste disposal, any waste storage or any waste treatment operations or uses, except

recycling operations at the Landfill, if the requirements, approvals or regulations are required by State law.

26. If this Stipulation and Agreement is not executed by the Town on or before 11:59 p.m., Tuesday, June 8, 1993, and received in the offices of Rands Disposal, Inc. or its attorney, Raymond M. Roder, no later than 12:00 noon on Wednesday, June 9, 1993, Rusk County Landfill, Inc. withdraws its acceptance of this Stipulation and Agreement.

Dated this 4th day of June, 1993.

TOWN OF STORRS

RUSK COUNTY LANDFILL, INC.

Robert Martindale
Robert Martindale, Chair

William Rands
William Rands, President

Attest: Dawn M. Mincey
Town Clerk

Attest: John W. Garrison
Secretary for RCL

6-3-93

Copy of this stipulation + agreement received in the office of Rands Disposal Inc on Monday June 7, 1993 at 12:50 pm by: Dawn M. Mincey.

Upon delivery by Thomas W. Garrison.

AGREEMENT BETWEEN THE TOWN OF STUBBS

LOCAL LANDFILL COMMITTEE AND RUSK COUNTY LANDFILL, INC.

1. The Town of Stubbs Local Landfill Committee ("the committee") or its appointive equivalent, shall become a permanent body. The structure of the committee shall remain the same except that no two members may reside within one mile of the licensed landfill site. The committee shall conduct semi-annual public meetings and such other public meetings as it shall require and Rusk County Landfill, Inc. ("the operator") shall attend such meetings and become a voting member of the committee. The meetings shall be a forum to discuss problems or concerns with the landfill.

2. The landfill shall be for municipal solid waste and the operator will not accept either hazardous or toxic wastes as defined in the Wisconsin Statutes and administrative regulations governing hazardous waste.

Only wastes allowed by the Department of Natural Resources shall be disposed of at the landfill. The operator shall comply with the provisions of chapter NR 500, et seq., Wisconsin Administrative code.

In the event hazardous wastes are accidentally brought to the landfill, such unsuitable waste shall be returned to the waste hauler or owner, if he/she can be determined. All such unsuitable waste shall be removed from the landfill as soon as practicable in accordance with inspection and directives of the WDNR. If the owner of hauler of such hazardous waste cannot be located, the operator shall bear the expense of its disposal.

3. The landfill operator agrees to on site inspections by the committee or its representatives upon reasonable notice. A representative of the operator will accompany the committee at all times. The committee hereby agrees to follow all safety rules promulgated by the operator when on site.

4. The operator agrees to provide disposal of ordinary municipal solid waste, generated in the Town of Stubbs, by its residents, free of charge to the residents of the Town of Stubbs for the life of the landfill or twelve and one half years from the date of first licensure (whichever is longer.) To this end a permit will be issued to each resident who may then enter the front portion of the landfill property where the operator will place dumpsters for the receipt of the waste. Residents of other towns may also use this facility and will be charged the current rate for this service. All other vehicular traffic inside the landfill property will be restricted to landfill owned vehicles and equipment and properly licensed disposal vehicles.

5. Traffic to and from the landfill site will be restricted to U.S. Highway 8 and connecting state and county trunk highways with the exception of the portion of Hutchinson Road from U.S. Highway 8 to the northern edge of the landfill property, which provides direct access

to the landfill site. This prohibition shall not apply to residents of the Town of Stubbs.

6. The operator shall furnish the committee with a copy of the performance bond or other proof of financial responsibility as required by the Wisconsin Department of Natural Resources.

7. Expenses of the committee will be paid by the operator and are hereby set at \$25.00 per meeting and \$3.00 traveling expenses per meeting, per member.

The operator shall also pay the reasonable and necessary expenses of the committee relative to the negotiation activities connected herewith, including, but not limited to, the following: reasonable attorney's fees, clerical expenses, witness fees, consultant fees and copying expenses, the sum total of which shall not exceed \$2,000.00. The committee shall submit such expenses to the operator in writing. Payments shall be made payable and delivered to the Treasurer, Town of Stubbs, within 30 days after each such submission.

8. In the event of operator deems it desirable to pave Hutchinson Road from U.S. Highway 8 to the northern edge of the landfill property, or any portion thereof, operator shall have the option of so doing, in which event the operator shall pay all costs, including, but not limited to costs of acquisition of any necessary right of way across privately owned property. The Town of Stubbs shall not be required to contribute to such paving cost or related costs. The Town of Stubbs agrees to impose no weight restrictions on said portion of Hutchinson Road which are more restrictive than Department of Transportation weight restrictions for U.S. Highway 8.

Operator shall be responsible for repair of all damage to said portion of Hutchinson Road caused by the landfill operation.

9. The operator agrees to pay for initial well testing for the wells of John Kazmierkoski (SE-SE 9-34-8), Paul Huiras (NE-SE 10-34-8), William and Melinda Willcox (parcel in NE-SE 10-34-8), and Jerry and Kathleen Hill (S1/2 10-34-8). The initial tests shall be performed prior to the deposit of waste in the new landfill. The purpose of the initial testing is to establish background comparisons should future testing demonstrate contamination.

In the event the water from any of the wells specified above becomes unfit for human consumption under applicable state or federal regulations during the active site life and within 40 years of final closure, or such longer time after closure during which the operator is required to satisfy any net worth or other financial responsibility standard under applicable state or federal law, then it shall be agreed that such contamination was caused by the landfill only if such causation is verified by the monitoring wells installed on and around the landfill site for this express purpose. In this event the operator shall, at its expense:

A. Provide adequate amounts of bottled water to meet the immediate needs of the property owners, and

B. Provide as soon as practicable a new supply of potable running water at pressure and volume consistent with the prior well performance. The operator shall pay for abandonment of existing contaminated wells and reimburse the landowner for the cost of testing which brought the contamination to light.

10. Landowners, any portion of whose property lies within one mile of the waste limit boundaries, who believe they have suffered a diminution in real property value due to the proximity of the landfill may appear at any meeting of the committee to apply for compensation. Applicants for such compensation must supply an appraisal of their property prepared by a real estate appraiser licensed by the State of Wisconsin, setting forth:

A. Fair market value of the property as of the date of the appraisal.

B. Fair market value of the property as of the date of the appraisal, but making the sole additional assumption that the landfill operation did not exist.

The operator may supply such other appraisals and other evidence to the committee as it deems necessary. The committee shall hear all testimony relative to the compensation claims, shall make such investigation of the factual circumstances of the claims as it shall deem appropriate, may require additional appraisals from the claimant or the operator, and may obtain its own appraisals of the property. All testimony shall be given under oath. Within 30 days after submission of the last appraisal or other evidence, the committee will meet again and render its decision as to compensation. Decisions for compensation must be approved by a majority of the committee. The committee shall employ the following standards when considering and granting compensation:

A. The committee shall not abuse its discretion.

B. The granting of compensation shall be reasonable and not be arbitrary or capricious.

C. The committee's actions shall be based on substantial facts in the record.

In the event the operator shall disagree with the order or directive of the committee, the operator shall have the right to appeal to arbitrators appointed by mutual consent of the parties. If the arbitrators determine that the actions of the committee were in violation of the aforesaid standards, the arbitrators may enter such findings as they deem appropriate, and either dismiss the complaint or remand the matter to the committee for further proceedings not inconsistent with their ruling. In the event the arbitrators determine the findings of the committee were not in violation of the

aforesaid standards, the order of the committee shall be binding on the operator.

Arbitrators shall be appointed as follows: Each party shall select an arbitrator. These two arbitrators shall select a third arbitrator. Upon hearing and review the three arbitrators shall decide any issues brought before them. In the event the decision of the arbitrators cannot be unanimous, majority shall rule.

Any such compensation shall be payable for all of the landowner's land within the one mile distance limit, and up to a maximum of 80 contiguous acres outside the one mile limit. Contiguous acres means adjoining acres owned by the same landowner, without intervening ownership.

All such claims for compensation must be presented within a five year period from the date of first waste acceptance. Claims submitted after such date will not be considered by the committee.

The committee shall have the power to assess reasonable costs and fees relative to investigating and deciding compensation claims not to exceed five hundred dollars (\$500.00) for each claim, excluding cost of arbitration which shall be borne by the operator.

11. The operator agrees to keep Hutchinson Road, including the shoulders and adjacent drainage ditches and all private lands adjoining the landfill site free of landfill debris and refuse, and to ensure that the tires of sanitation vehicles and other vehicles transporting garbage are free of such debris, for the life of the landfill.

12. This agreement and the provisions contained herein shall be construed, enforced and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin.

13. Under this agreement any waiver by any party to a breach of any term or condition of this agreement shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this agreement.

14. This agreement may be amended only by a mutual stipulated written agreement between the committee and the operator.

15. The provisions of this agreement shall inure to the benefit of, and be binding upon, the heirs, representatives, successors and assigns of the Town of Stubbs and Rusk County Landfill, Inc.

16. If any provision of this agreement contravenes or is invalid under any law of the State of Wisconsin or of the United States, the contravention or invalidity shall not invalidate the whole agreement, but rather this agreement shall be construed as if it did not contain that particular provision or provisions held to be invalid and the rights and duties of the parties shall be construed and enforced accordingly.

17. Notwithstanding anything to the contrary herein, no provision of this agreement shall reduce, lessen or relieve any obligation of the operator under any applicable existing or future statute, rule or regulation of the United States, the State of Wisconsin, or any federal or state agency having jurisdiction over the design of the facility. This agreement is in lieu of the negotiation of the application of any local approvals that might be applied to the Town of Stubbs.

Dated this 20th day of AUGUST, 1992.

TOWN OF STUBBS LOCAL LANDFILL COMMITTEE:

Bob Martindale
Bob Martindale, Chairman

Ray Kramer
Ray Kramer, Vice Chairman

Lloyd E. Schooley
Lloyd Schooley, Secretary

Carl Cudo
Carl Cudo

Leonard Jablonsky
Leonard Jablonsky

Richard Snyder
Richard Snyder

RUSK COUNTY LANDFILL, INC.

Bill Rands
Bill Rands, President

Jack Ardoyno
Jack Ardoyno, Vice-President