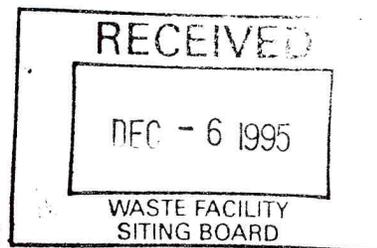


LANDFILL EXPANSION
AGREEMENT BETWEEN THE TOWN OF BERLIN,
AND WASTE MANAGEMENT OF WISCONSIN, INC



This agreement ("Agreement") is made and entered into by and between Waste Management of Wisconsin, Inc., a Wisconsin corporation (hereinafter referred to as "Operator"), the Town of Berlin, a Wisconsin municipal corporation (hereinafter referred to as "Town") and the local committee appointed by the Town pursuant to Section 144.445, Wis. Stats. (hereinafter referred to as Local Committee).

DEFINITIONS

Active Fill Area means the total area described in Exhibit "A" as the "Approved and Proposed Limits of Waste", herein incorporated by reference in this Agreement; consisting of 2,813,000 million cubic yards of in place solid waste and daily cover currently approved by the Wisconsin Department of Natural Resources for placement in the area marked "Approved Limits of Waste" and the new area described in the feasibility report submitted to the Wisconsin Department of Natural Resources on August 3, 1993, described as the "Proposed Limits of Waste" provided the new area so shown does not contain more than five million cubic yards of solid waste and daily cover.

Acknowledged Transporter means any individual, corporation, partnership, ~~business organization or entity~~, including officers, employees and agents of these entities, from Effective Date of this Agreement until forty (40) years after closure, identified and permitted by Operator, orally or in writing as a transporter of Solid Waste, leachate, or construction materials to or from the Active Fill Area. Acknowledged Transporters do not include the Town and the residents of the Town that are authorized by this Agreement to Transport and Dispose of Solid Waste at the Active Fill Area or at any transfer station operated by Operator in the Town and authorized to transport Recyclable Materials to the Landfill for Recycling.

Clean Container(s) means any container which:

- (1) has been emptied using the practice(s) commonly employed to remove the materials of the type previously present in the container and no more than 2.5 centimeters of residue remains on the bottom or no more than 3 percent by weight if the container is less than or equal to 110 gallons or .3 percent by weight if the container is greater than 110 gallons;
- (2) is at or near atmospheric pressure if the container previously contained a compressed gas; or

- (3) has been triple rinsed with a solvent capable of removing the contents or has otherwise been cleaned to create equivalent removal.

Contaminated or Contamination means, when referring to ground water, water which the Department of Natural Resources determines exceeds a primary drinking water standard of Ch. NR 109, Wis. Admin. Code other than Fecal Coliform or nitrates or exceeds a secondary drinking water standard of Ch. NR 109, Wis. Admin. Code other than Iron and Selenium, if the Operator can establish that there is a high concentration of Selenium in the ground water up gradient from the Landfill.

County means the County of Green Lake.

Contaminated Recyclable Material means recyclable materials that have been mutually determined by the TOWN and Operator to be contaminated and not commercially marketable within the State of Wisconsin or have been determined by the Department to be contaminated.

Curbside means that area adjacent to and on either side of, but not in, the public right of way of the street, road or highway where it is intersected by the driveway to each residence located in the Town.

Department or DNR means the Wisconsin Department of Natural Resources or its successor agency.

Disposal or Dispose means the discharging, depositing, injecting, dumping or placing of Solid Waste in the Active Fill Area. This term does not include the Storage or the Treatment of Solid Waste at the Landfill.

Disposal Operations means (1) any activities in the Town directly related to the Disposal of Solid Waste in the Active Fill Area, or (2) any activities at the Landfill related to or associated with the Disposal of Solid Waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining, operating (including the provision of daily cover) and closing of the Active Fill Area.

Effective Date means the date that the last party to this Agreement executes the same.

Emergency means an unforeseen circumstance at the Landfill or at any other location in the Town that jeopardizes the public health, safety and welfare of persons in the Town or that jeopardizes the safety of public or private property in the Town.

Expansion means: (1) an increase in the volume of the Active Fill Area at the Landfill beyond the sum of 2,813,000 million cubic

yards of in place Solid Waste and daily cover currently approved by DNR plus the volume which will be approved in the plan of operation approved by DNR for the facility described in the feasibility report submitted on August 3, 1993 to DNR, provided that this latter approval does not include more than 5 million cubic yards of in place Solid Waste and daily cover and in no case shall this total volume in the Active Fill Area exceed 7,813,000 cubic yards, (2) any Solid Waste disposal, storage or treatment facility or any other Recyclable Material facility other than those provided for herein, (3) any Hazardous Waste disposal, storage or treatment facility or (4) any proposed Solid Waste Disposal Facility proposed on any property outside the Active Fill Area owned or controlled by the Operator located in the Town.

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

- a) the date Operator notifies the Town, in writing, that the Operator no longer desires to try to get approval to Dispose or that it will no longer Dispose and no longer will allow any other person to Dispose of Solid Waste in the Active Fill Area;
- b) the date the Department orders Operator, in writing, to cease Disposal and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or
- c) the date Operator has Disposed or has allowed the Disposal in the Active Fill Area the combined total number of in-place cubic yards of Solid Waste and daily and intermediate cover materials approved by the Department for Disposal in the Active Fill Area; but in no case shall this total volume exceed 7,813,000 cubic yards.

Final Use refers to the uses, activities and operations in the Landfill after Final Closure which are those uses, activities and operations consistent with the Operator maintaining proper environmental long term care of the Active Fill Area and which are consistent with the Operator maintaining, after Final Closure, a proper cap cover and an open space with vegetative cover in the Active Fill Area.

Hazardous Waste means any Waste identified as a Hazardous Waste by the Department, under Section 144.63(2)(b), Wis. Stats., or identified as a Hazardous Waste by regulations adopted by the Department in Chapters NR 600 to 685 et. seq., Administrative Code, or its successor chapters and does include fluorescent and incandescent light bulbs and tubes. This term does not include incidental household Hazardous Waste from residences. This term

includes any source, special nuclear or by-product material waste defined in sec. 140.52 Wis. Stats.

Household Waste means the waste defined in Section NR 605.05(1)(a)1.

Incidental Household Hazardous Waste means Hazardous Waste that has been generated by a Resident at the residence.

Landfill means the real property described in Exhibit "B", herein incorporated by reference in this Agreement and includes the Active Fill Area and Old Landfill located West of Willard Road and the Support Area located East of Willard Road.

License means a license issued by the DNR for the facility described in the feasibility report submitted on August 3, 1993 to DNR (provided the license is for at least 4.5 million cubic yards of solid waste and daily cover).

Long Term Care or Long Term Care Operations means (1) any activities directly related to Long Term Care of the Landfill, and (2) any activities including routine care, maintenance and monitoring of the Landfill; provided the above noted activities occur after the Final Closure of the Active Fill Area. Long Term Care Operations by Operator, by its agents and by its Acknowledged Transporters shall not be considered Disposal Operations, Storage Operations or Treatment Operations in the Landfill for purposes of this Agreement.

Old Landfill means the facility previously operated by Green Lake Landfill Corp. and closed in 1989. The Old Landfill had DNR License No. 1890 and is situated on a part of the parcel described in Exhibit B located West of the existing Willard Road.

Operations Related Thereto means a) any operations or activities, in the Town occurring on lands adjacent to the Landfill where this land is either owned by Operator, leased by Operator, used by Operator or possessed by Operator and where the operations or activities by Operator, or its agents on this land are in conjunction with or are in aid of the authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations that are occurring at the Landfill, or b) any authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations in the Town occurring on lands not adjacent to the Landfill where these lands are located in the Town; where the lands so located are owned by Operator, leased by Operator, used by Operator or possessed by Operator; and where the operations or activities by Operator, or its agents on these lands are in conjunction with or are in aid of the authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations by Operator that are occurring at the Landfill.

Operator means Waste Management of Wisconsin, Inc., its officers, employees, and agents.

Recyclable Materials means all of the materials identified in Section 159.07(3), Wis. Stat.; provided that any material for which a variance has been issued to the Town or to a region of the State where the Town is located by the Department under Section 159.11(2m) shall be exempted from this definition for the duration of said variance.

Recycling or Recycling Operations means recovery of Recyclable Materials and the on-site sorting, compacting, crushing, baling, densifying and chipping of Recyclable Materials, but does not include melting or smelting or any other process involving the actual reuse or remanufacture of Recyclable Material into new products and further excludes any burning of Recyclable Materials for energy recovery.

Remedial Action has the meaning provided in 42 USC Section 9601(24), as amended.

Removal Action has the meaning provided in 42 USC Section 9601(23), as amended.

Resident means a person who occupies a housing unit located within the Town; provided it is occupied for at least two or more weeks per calendar year. However for the purposes of the curbside collection program provided for herein a resident shall mean only persons who occupy a unit of a one to four family housing unit.

Responsible Person means a person retained by or employed by Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations, Storage Operations, Treatment Operations and Long Term Care Operations at or related to the Landfill, and any Operations Related Thereto in the Town. This person shall also be responsible for Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations at the Landfill.

Solid Waste means garbage, ash, refuse, rubbish, sludge from a Waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, 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 and includes Recyclable Materials, contaminated Recyclable Materials, Special Waste and other materials approved by DNR in writing or by its regulations for disposal. Solid Waste does not include solids or dissolved material 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 source, special nuclear or by-product materials as defined in Section 140.52, Wis. Stats., or its successor section. Solid Waste, for purposes of this agreement, does not include Hazardous Waste other than Incidental Household Hazardous Waste from residences.

Special Waste means petroleum contaminated soils or any other waste that is defined as a Special Waste by the Operator's Special Waste Profile Sheet described in Exhibit C attached hereto and made a part hereof.

Storage or Store means the holding of Solid Waste at the Landfill or at any other Operations Related Thereto.

Storage Operations means any activities directly related to the Storage of Solid Waste at the Landfill or at any other Operations Related Thereto.

Support Area is the area shown on Exhibit B located East of Willard Road and may include the sedimentation basin, Recycling Operations, Tire Stockpiling/Shredding Operations and Composting Operations.

Temporary Access Roadway means a temporary road created and approved for travel by the Town Board for accommodation of public travel through lands in the Town.

Term of Agreement means unless specifically noted otherwise in this Agreement, any provision of this Agreement shall be effective from the Effective Date of this Agreement until forty (40) years after Final Closure of the Active Fill Area.

Town means the Town, its officers, its employees and its agents including the members of the Solid Waste Monitoring Committee, the members of the Recyclable Material Committee and the members appointed by the Town Board to the Extraterritorial Zoning Board comprised of members appointed by the Town Board and the Common Council of the City of Berlin.

Town Board means the Town Board of the Town.

Treat or Treatment means any method, technique or process at the Landfill, or at any other Operations Related Thereto in the Town which is designed to change the physical, chemical or biological character or composition of the Solid Waste. Treatment

includes incineration; but does not include bio-remediation if conducted on the Landfill West of Willard Road.

Treatment Operations means any activities in the Town directly related to the Treatment of Solid Waste at the Landfill, or at any other Operations Related Thereto.

Waste means Solid Waste, including construction waste, demolition waste, ash, sludge, refuse, rubbish, garbage, Contaminated Recyclable Materials, Hazardous Waste, Special Waste and/or source, special nuclear Waste or by-product defined in sec. 140.52 Wis. Stats.

Waste Tires means the waste tires as defined in Section 84.078(1)(b), Wis. Stats. that are generated by the residents of the Town provided the diameters of said tires are not more than 16½ inches.

White Goods means major residential appliances including but not limited to residential air conditioners, clothes dryers, clothes washers, dishwashers, freezers, microwave ovens, ovens, refrigerators, stoves, furnaces, boilers, dehumidifiers and water heaters; however, the microwaves shall have their capacitors removed.

RECITALS

WHEREAS, on July 31, 1992 the Operator gave notice to the clerks of the Town and County of its intent to construct and operate the Active Fill Area and asked the Town and County to identify, pursuant to Sec. 144.445 Wis. Stats., all local approvals required; and

WHEREAS, the Town passed a resolution indicating its intent to negotiate and, if necessary, arbitrate the Active Fill Area and appointed four (4) members to a Local Negotiating Committee; and

WHEREAS, the County failed to timely adopt such a resolution but has sought to appoint two members to the Local Negotiating Committee; and

WHEREAS, the County by failing to timely adopt a resolution waived its right to negotiate; and

WHEREAS, the Operator desires to negotiate with the Town pursuant to sec. 144.445.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I ~~STIPULATION~~

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

ARTICLE II PROVISIONS OF THIS AGREEMENT

Section 1: Access to the Landfill

From the Effective Date of this Agreement until forty (40) years after Closure, the Operator shall permit on-site inspections of the Landfill by the Town, its officers and its designees provided the Town, its officers or its designees have first given reasonable oral or written notice. Specifically said notice shall be provided to the Operator's Responsible Person or in the absence of the Responsible Person to any of the Operator's employees. Except in the case of an Emergency, twenty-four (24) hours oral notice to the Operator by the Town, its officers or its designees shall be considered reasonable notice for this provision. The Operator shall have the right to have its Responsible Person or his

or her designee accompany the Town or its official or its designees during any such inspections; but the failure to make available the Responsible Person shall not deprive the Town, or its officers or its designees from the right to undertake said inspections. The Town, its officers or its designees may, in the case of an Emergency, inspect the Landfill without giving twenty-four hours notice. However in no event shall the Town, its officers or its designees undertake Waste characteristic sampling, monitoring well testing or soil sampling unless so accompanied by the Responsible Person or his designee. All well tests and soil samples shall be split sampled upon the request of the Operator. The Town and its Residents shall be allowed access to the Landfill for the purpose of delivering Solid Waste and/or Recyclable Materials; but only at location(s), days, times and the periods designated in Section 5 and Section 22.

Section 2: Residential Water Supply Wells

Pursuant to the following procedure, the Operator, from the Effective Date of this agreement until forty (40) years after Closure, shall provide and initially assume any responsibility of the Town under Section 144.265(4)(b), Wis. Stats., or its successor provisions, to provide potable water to any residential property owner and his or her immediate family or to any occupant and his or her immediate family utilizing the water supply well where: (1) the residential water supply well of the current or future property owner or occupant is described in Section 8, and (2) water from the water ~~supply well is Contaminated~~.

If a test of a sample from a private residential water supply well identified in Section 8 is collected by the Department or the Monitoring Committee (as subsequently defined) and indicates Contamination, then:

- (a) The Operator shall, upon notice from the Department or the Monitoring Committee, attempt to secure a sample from said well and test the same to confirm the Contamination.
- (b) If the results of the Operator's test under sub (a) confirm the Contamination, then the Operator shall, within three (3) days of confirmation, provide potable water to residents residing upon the property served by the well and utilizing the same.
- (c) If upon further investigation, including additional testing by the Operator, the Operator establishes and receives a written determination by the Department's private water supply unit that the Contamination is caused by a source other than the Landfill, then the Operator's obligation to provide potable water will cease.

- (d) In the event the above investigation by the Department, by the Monitoring Committee or by the Operator establishes to the satisfaction of the Department's private water supply unit as expressed in its written determination that the Landfill is the source of the Contamination, to a reasonable degree of scientific certainty; then the Operator shall take appropriate measures to provide a permanent potable water supply to the residence served by that well.
- (e) The foregoing requirement of providing water under subsection (b) shall only be binding upon the Operator if: (i) the well at which the Contamination was detected is described in Section 8, and (ii) the residential well owner and occupant, if any, cooperates with the Operator in the investigation under subsections (b) and (c).

Operator shall, under the foregoing procedure of subsection (b) and with permission of the property owner or the occupant, provide an adequate amount of potable water for the human consumption by the property owner and his or her immediate family or for the occupant and his or her immediate family. Operator shall continue to supply this amount of potable water until the investigation in subsection (c) is concluded. The Operator may elect to meet its requirements, if any, under subsection (d) by providing a new water well to the property owner. This new water well ~~shall not be constructed~~ by the Operator until written permission is granted by the property owner. The new water well must provide to the property owner and his or her immediate family or to the occupant and his or her immediate family, at least, the same amount of potable water as was provided by the prior well. If an adequate amount of potable water is not provided upon installation and completion of the new water supply well, the Operator shall continue to supply an adequate amount of potable water to the property owner and his or her immediate family or to the occupant and his or her immediate family until the property owner and the Operator can negotiate an appropriate written agreement for providing an adequate amount of potable water. If no agreement can be obtained within six (6) months either party may request an arbitrator and arbitration under Chapter 788, Wis. Stats., or its successor chapter. The decision of the arbitrator as to the type, amount and source of potable water and the length of obligation to provide and pay for such water supply is final.

Section 3: Hazardous Waste/Other Wastes

In perpetuity, the Operator, its officers, its employees and its agents, shall not allow any Hazardous Waste at the Landfill, or at any other Operations Related Thereto in the Town. Also in perpetuity, the Operator shall not receive and shall reject, if received, for Storage, Treatment, Disposal or Recycling at the

Landfill, or at any other Operations Related Thereto in the Town, any Hazardous Waste. The Operator will supply the Town with notice and information about any Hazardous Waste which may have been delivered to the Landfill or any other Operations Related Thereto and describe all actions taken by the Operator regarding the same. Notwithstanding the foregoing, the prohibition against acceptance of Hazardous Waste does not include Incidental Household Hazardous Waste.

The Operator, its officers, its employees and its agents shall not Treat nor Store any Waste at the Landfill without DNR approval during the term of this Agreement. However, until Final Closure the Operator may undertake Solid Waste Disposal Operations, Recycling Operations (including the storage of whitegoods and batteries), Bio-remediation Operations, Tire Stockpiling/Shredding Operations, and Composting Operations. The specific Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations authorized by this Agreement are as follows:

RECYCLING OPERATIONS

A recycling area may be located on the Landfill. The recycling activities will include, but are not limited to, drop-off containers for the following recyclable materials: plastic, brown glass, green glass, clear glass, aluminum, newsprint, and tin cans. Future recycling may include a material recovery and processing facility for the separation of Recyclable Materials from the Solid Waste stream. Also included may be temporary storage containers for the recovered materials and outside storage of Recyclable Materials (including Contaminated Recyclable Materials approved by DNR in writing or by regulation for disposal in the Active Fill Area) provided said outside storage is operated in a nuisance free manner and no materials are allowed to become wind blown. Operation criteria for the recycling area will be the same as those specified in Section 22 for the Landfill. However, recycling shall only be undertaken in the Support Area identified on Exhibit B.

BIO-REMEDICATION OPERATIONS

A bio-remediation area may be located on the Landfill provided it is West of the existing Willard Road as shown on Exhibit B. The bio-remediation activities will include but are not limited to the recycling of contaminated soils or other materials by employing aerobic or anaerobic biological treatment methods to yield clean non regulated soils or materials but shall not include reclamation of the Active Fill Area itself.

All bio-remediation operations shall take place on top of impermeable liners and shall have berms at the edges of the liners to contain the soil or materials and to prevent the release of contaminated water. All state and federal air emission restrictions will be complied with at all times. Following completion of the bio-remediation process the soils and materials will be recycled as either daily cover at the Active Fill Area or as fill at off site locations. Operational criteria for the bio-remediation operations shall be the same as those specified in Section 22 for the Landfill.

TIRE STOCKPILING/SHREDDING OPERATIONS

A tire stockpiling area may be located on the Landfill. Tires stockpiled at the Landfill will be restricted to a bermed containment area covering approximately two (2) acre. Tires in this area will remain stockpiled in this area for a period not to exceed twelve (12) months. Stockpiled tires may be shredded in this area using a portable tire shredding unit which will be transported to the Landfill as necessary. Operation criteria for the tire storage/ shredding area will be the same as those specified in Section 22 for the Landfill. However, tire stockpiling/shredding shall only be undertaken in the Support Area identified in Exhibit B.

COMPOSTING OPERATIONS

A composting area may be located on the Landfill. The compost area will consist of a gently sloped, graveled pad approximately two (2) acres in size. Appropriate materials such as, but not limited to, grass clippings and yard waste will be directed to this area and composted. Following completion of the composting process, the material will be used as an additive for soil enhancement. Operation criteria for the composting operations will be same as those specified in Section 22 for the Landfill. However, composting shall only be undertaken in the Support Area identified in Exhibit B.

The Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations at the Landfill shall cease at Final Closure of the Active Fill Area and the Operator shall not recommence the Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operation at the Landfill after Final Closure without written approval of DNR and without compliance with all applicable Town Ordinances existing at the time of any proposed recommencement. The Recycling Operations, Bio-remediation

Operations, Tire Stockpiling/Shredding Operations and Composting Operations at the Landfill shall not, for zoning, ordinance compliance, enforcement or for any approval purposes, be considered pre-existing uses except to the extent that they exist prior to or on the Effective Date of this Agreement and have not been abandoned prior to Final Closure. Operator waives the right to assert after Final Closure that any of these uses were pre-existing uses.

Notwithstanding the foregoing, during the Term of this Agreement the Operator, its officers, its employees and its agents, shall not Dispose of the following other types of Waste at the Landfill:

1. Pesticides, except Clean Containers ;
2. Drums, except Clean Containers ;
3. Asbestos and ash generated in and/or collected from within Milwaukee County;
4. Special Waste, unless it is in full compliance with the Operator's Special Waste Profile Sheet is attached hereto as Exhibit C; and
5. Any other Solid Waste or Recyclable Materials excluded by order or rule of the Department.
6. Polychlorinated biphenyls (PCB's) above the concentration allowed by the statutes and regulations prevailing on the date of Disposal.

In the event that the Operator accepts for Disposal at the Active Fill Area contaminated soil under its special waste compliance program it shall provide the Town with copies of: all requests for Disposal of contaminated soil, all analyses of the same and authorizations for Disposal by the Department.

During the term of this Agreement the Operator shall only Dispose of Solid Waste in the Active Fill Area and not at any other locations at the Landfill and then only in compliance with the conditions established by the DNR in its feasibility determination, approved Plan of Operation and orders. Operator shall operate its Solid Waste Recycling Operation, Bio-remediation Operations, Tire Stockpiling/Shredding Operation and Composting Operation at the Landfill in compliance with all DNR permits, licenses and orders and without causing any danger to public health or safety or without causing a public nuisance in the Town. No incineration of any type shall be authorized at the Landfill without approval of the DNR and in compliance with all Town Ordinances, existing at that time. In no event shall the Operator during the Term of this Agreement Dispose of Solid Waste or Contaminated Recyclable Materials East of Willard Road and shall not store or treat any

Waste or Recyclable Material East of Willard Road except as provided in this Agreement.

This Agreement does not, during the Term of this Agreement, bind the Town or its residents to deliver, to Store at, to treat or to process recyclable materials or Solid Waste at the Landfill. The Town is not by this Agreement prohibited from exercising any municipal regulatory ordinance, permit and license powers and duties under Chapter 159, Wisconsin Statutes, or its successor chapter, including any flow control ordinance and any Recycling ordinance or any other authorized statutory actions toward establishment of an effective Recycling program under Chapter 159, Wisconsin Statutes. Operator shall comply with Chapter 159, Wisconsin Statutes or its successor chapter.

In the event an Acknowledged Transporter during the Term of this Agreement knowingly disposes of Hazardous Waste, at the Landfill, and the Operator is able to identify the Acknowledged Transporter who Disposed of these materials, the Operator shall immediately notify the Acknowledged Transporter and the Operator shall require that the Acknowledged Transporter immediately remove these materials or provide for the handling, containment or removal of such materials from the Landfill. If the Acknowledged Transporter does not remove these materials within the time period requested by the Operator, the Operator shall be responsible to remove these materials in a timely manner. The Acknowledged Transporter shall be barred from the Landfill for purposes of ~~Disposal, Storage, Treatment or Recycling of any waste~~ if the Acknowledged Transporter knowingly Disposes Hazardous Waste at the Landfill and the Operator is able to identify the Acknowledged Transporter. Said Acknowledged Transporter, its officers, its employees and its agents shall be barred from the Landfill for at least ten (10) years from discovery of the occurrence by the Operator during which time the Acknowledged Transporters, its officers, its employees and its agents shall be prohibited by Operator from any Storing, Treating, Disposing or Recycling of any Waste at the Landfill. Operator shall notify each Acknowledged Transporter of this section in writing prior to commencement by the Acknowledged Transporter of Disposal, Storage, Treatment or Recycling at the Landfill.

Section 4: Operator in Conformity with Law

The Operator, from the execution of this Agreement until forty (40) years after Final Closure, shall construct, repair, maintain and close the Landfill, shall provide Long Term Care of the Landfill and shall conduct Disposal Operations at the Active Fill Area in conformity with the operational provisions of Chapter 144 and Section 159.07, Wisconsin Statutes and NR 500 et seq. Wis. Admin. Code (1990) or its successor provisions, NR 544 Wis. Admin. Code or its successor provisions, the conditions of the Department's approvals of the feasibility reports for the Active

Fill Area, the conditions of the Department's approvals of the Plans of Operation for the Active Fill Area and any conditions of Operator's license established by the Department. In addition, the Operator shall comply in constructing, repairing, reconstructing, maintaining, closing and providing Long Term Care at the Landfill, and at any other Operations Related Thereto in the Town and shall comply in conducting its Disposal, Storage, Treatment and Recycling Operations with all state statutes and state administrative rules, federal statutes and federal administrative rules and all local municipal ordinances and all local municipal regulations established by the Town except the municipal ordinances, licenses, permits and regulations waived in Section (6) and (7).

Section 5:

Free Curbside Collection and Disposal of
Solid Waste and Free Curbside Collection and
Processing of Recyclable Materials

Within six (6) months after execution of this Agreement and until Final Closure or six (6) years whichever is later the Operator will provide free curbside Collection and Disposal of the Solid Waste generated by residents of the Town, at their residences located in the Town, once every two weeks. In addition, within six (6) months after execution of this Agreement and until Final Closure, and pursuant to the agreement between the Town and the Operator executed on even date herewith, the Operator will provide free curbside collection and processing of Recyclable Materials generated by the residents of the Town at their residences located in the Town on the same day the Solid Waste is collected. All Processing, Collection and Disposal of Solid Waste and Recyclable Material shall be subject to the Operator's reasonable rules and regulations provided that they are in writing and a copy of them has been submitted to the Town and further provided the Disposal of said Solid Waste is permitted by applicable statutes and that it complies with the Operator's "Procedures for Managing Special Waste," a copy of which is attached hereto as Exhibit "C".

In addition, the Operator shall be obligated to contribute Ten Thousand Dollars (\$10,000.00) per year for five (5) years to the Town to be used to help pay for the cost of annual clean sweeps to be conducted in the Town. The first contribution shall be due 30 days after the Operator receives the License and annually thereafter for a total of five contributions. Any number of annual contributions may be accumulated; however, on the seventh anniversary of the execution of this Agreement, all funds not expended for clean sweep(s) shall be returned to the Operator. The Operator shall have this right to an accounting of how the contributions were expended and shall have a right to offset all funds not expended against any other payments the Operator is required to make to the Town.

The Operator's obligation to provide free Collection and Disposal of Solid Waste does not include the acceptance of Hazardous Waste, Contaminated Recyclable Materials, industrial Waste, commercial Waste (except White Goods as provided elsewhere in this Agreement) or Waste from construction or demolition. However, the Operator's obligation to collect and dispose of Solid Waste shall include all agricultural Solid Waste generated in the Town except non-household plant or animal Waste and spoiled agricultural feed Waste.

Until the Operator begins the free Collection and processing of Recyclable Materials generated by the Town and its residents, the Town and the residents of the Town may continue to self-haul Recyclable Materials to the Operator's Recycling Operation at the Landfill. Further, the Town and its residents may continue to self-haul Solid Waste to the Operator's Landfill as long as the Operator is seeking to construct and license any portion of Active Fill Area and the residents may continue (assuming some portion of the Active Fill Area is licensed) to self-haul Solid Waste to the Operator's Landfill until Final Closure of the Active Fill Area. All self-hauled Recyclable Materials and Solid Waste shall be subject to the Operator's reasonable rules and regulations provided they are in writing and a copy of them has been previously submitted to the Town. A current copy of which is attached hereto as Exhibit D.

From January 1, 1995 or the Effective Date, whichever is ~~earlier until Final Closure the Operator shall make available at~~ its Landfill a drop-off for White Goods and Waste Tires and shall accept such materials, generated by the residents of the Town at their residences in the Town, at a cost of Twenty-five and 00/100th dollars (\$25.00) per item of residential White Goods and two and 00/100 dollars (\$2.00) per Waste Tire. The Operator shall also accept non-residential White Goods and Waste Tires larger than 16½ inches in diameter at its then prevailing market rates. Notwithstanding the foregoing, the Operator's obligation regarding White Goods and Waste Tires shall only arise when the Operator has received all necessary zoning and other regulations and all permits required under said zoning and other regulations and shall only continue as long as it retains the necessary zoning and permits. The operator shall make a good faith effort to obtain and maintain said zoning and permits. However, if DNR denies any permit or license because of the fee, the Contractor shall nevertheless be required to provide these services anyway. Said costs (\$25.00 and \$2.00) shall be annually adjusted by the CPI on the anniversary of the Effective Date of this Agreement. The residents shall pay all such costs directly to the Operator at the time of their delivery of such materials and the Town shall bear no responsibility for the payment of the same. Said costs shall be further adjusted to reflect Operator's cost of compliance if regulations regarding processing white goods or tires are changed and such change(s) cause increased costs of processing. If the Town requests, the

Operator shall promptly provide a financial summary of all sums collected under this paragraph and documentation supporting any adjustment of the cost as provided herein.

During the Term of this Agreement, the Operator has the right to and will refuse or reject prior to acceptance any material placed curbside by the residents of the Town which it believes, in its opinion, does not meet the definitions of Recyclable Materials, does not comply with its rules and regulations nor does not reasonably comply with the regulations and ordinances enacted by the Town or with the contract between it and the Town. Similarly the Operator has the right to and will refuse Solid Waste which does not comply with its rules and regulations or is not permitted for disposal by applicable statutes or does not comply with the Operator's "Procedures for Managing Special Waste". Similarly, the Operator has the right to and will refuse to accept any Recyclable Materials or Solid Waste self-hauled by the residents of the Town to the Operator's Landfill for the foregoing reasons. After acceptance, the Operator shall bear full responsibility for the transportation, treatment, storage, disposal and/or processing of all Solid Waste and Recyclable Materials and any appropriate Remedial or Removal Action related thereto.

Section 6: Certain Ordinances and Regulations Waived

By adoption of a resolution by the Town Board authorizing the execution of this Agreement, the Town, through the Town Board waives all applicable existing ordinances, regulations, permits, licenses, Local Approvals and Pre-Existing Local Approvals that may be required of Operator to allow it to construct (including the extraction and transportation of daily cover and top soil to the Landfill), operate, maintain, repair, close and to provide Long Term Care of the Active Fill Area. This will include waiver of the enforcement provisions of these ordinances. This waiver also extends to and includes any future ordinances, regulations, permits and licenses and the enforcement of these ordinances, regulations, permits and licenses that may be required of the Operator to allow it to construct (including the extraction and transportation of daily cover and top soil from the Landfill), operate, maintain, repair close and to provide Long Term Care of the Active Fill Area. This waiver shall continue until 40 years after Closure or until the long-term care responsibility for the Active Fill Area by Operator ceases, whichever is shorter. However, this waiver does not extend to any Expansion. The waiver shall extend to long-term care operations which the Operator must undertake pursuant to the Department's regulations.

These regulatory and enforcement waiver provisions do not apply to any persons other than the Operator, its officers, its employees, its agents. However, the following noted regulatory and enforcement waiver provisions also apply to Acknowledged

Transporters but only for the below noted specific purposes, uses, activities, operations and actions:

1. Transporting by motor vehicle, until Final Closure, to or from the Landfill, Solid Waste, contaminated Recyclable Materials and Recyclable Materials (including tires and compostable materials) approved for Disposal by DNR on authorized routes noted in Section 7 for the purpose of Disposal of Solid Waste in the Active Fill Area, and for the purposes of delivering recyclable materials, soils or materials to be bio-remediated, tires or compostable materials to the Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations, and/or Composting Operations; but only during the authorized times and dates noted in Section 22;
2. Transporting by motor vehicle, until forty (40) years after Final Closure, leachate from the Landfill on authorized routes noted in Section 7 for the purpose of removal of leachate from the Landfill and then only during the authorized times and dates noted in Section 22; and
3. Transporting by motor vehicle, until forty (40) years after Final Closure, clay and daily cover material from the Landfill for the purpose of providing these ~~materials for use in construction, repair, reconstruction,~~ maintenance, Closure and Long-Term Care of the Landfill and then only during the authorized times and dates noted in Section 22.

For the above noted purposes, uses, activities and operations, the Town, except as noted in Section 7, will not, for Operator and Acknowledged Transporters: (1) close the authorized routes (described in Section 7) to restrict road access; (2) place weight limits (permanent or temporary) on these routes to restrict road access; or (3) establish new Town road routes other than those routes noted in Section 7. These waiver provisions for Operator and Acknowledged Transporters for road closure restriction, weight limits and Town road routes apply only if Operator, during the term of this Agreement, can and does meet its full legal responsibilities pursuant to the Indemnification under Section 20, for physical damage or injury caused by Operator, its officers, its employees or its agents to third persons as a result of any activities, uses and operations related to construction, maintenance, repair, reconstruction, Closure and Long Term Care of the Landfill or as a result of any Disposal Operations related to the Landfill conducted by Operator, its officers, its employees or its agents in the Town.

These regulatory and enforcement waiver provisions for Operator, its officers, its employees, its agents and its Acknowledged Transporters do not apply for any other uses, operations or businesses at the Landfill, or at any other Operations Related Thereto in the Town conducted by Operator, its officers, its employees, its agents or its Acknowledged Transporters except: (1) those uses, operations and businesses at the Landfill plus the extraction of clay, daily cover and top soil, for deposit at the Landfill from the borrow sites on the Landfill, (2) the design, construction, operation and maintenance of a sedimentation basin located in the Support Area East of Willard Road on the property identified in Exhibit B. The parties acknowledge that the basin will be utilized to detain surface water that runs off of the Active Fill Area and as such is an integral part of the landfilling activity and is properly subject to negotiation and (3) the following uses, activities, operations and businesses that are or will be undertaken by Operator until Final Closure:

RECYCLING OPERATIONS

A recycling area may be located on the Landfill. The recycling activities will include, but are not limited to, drop-off containers for the following Recyclable Materials: plastic, brown glass, green glass, clear glass, aluminum, newsprint, and tin cans. Future ~~recycling may include a material recovery and~~ processing facility for the separation of recyclable materials from the Solid Waste stream. Also included may be temporary storage containers for the recovered materials and outside storage of Recyclable Materials (including Contaminated Recyclable Materials approved by DNR in writing or by regulation for disposal in the Active Fill Area provided said outside storage is operated in a nuisance free manner and no materials are allowed to become windblown. Operation criteria for the recycling area will be the same as those specified in Section 22 for the Landfill. However, recycling shall only be undertaken in the Support Area identified in Exhibit B.

BIO-REMEDIATION OPERATIONS

A bio-remediation area may be located on the Landfill provided it is West of the existing Willard Road as shown on Exhibit B. The bio-remediation activities will include but are not limited to the recycling of contaminated soils or other materials by employing aerobic or anaerobic biological treatment methods to yield clean non regulated soils or materials but shall not include reclamation of the Active Fill Area itself.

All bio-remediation operations shall take place on top of impermeable liners and shall have berms at the edges of the liners to contain the soil or materials and to prevent the release of contaminated water. All state and federal air emission restrictions will be complied with at all times. Following completion of the bio-remediation process the soils and materials will be recycled as either daily cover at the Active Fill Area or as fill at off site locations. Operational criteria for the bio-remediation operations shall be the same as those specified in Section 22 for the Landfill.

TIRE STOCKPILING/SHREDDING OPERATIONS

A tire stockpiling/shredding area may be located on the Landfill. Tires stockpiled at the Landfill will be restricted to a bermed containment area covering approximately two (2) acres. Tires in this area may not remain stockpiled in this area for a period in excess of twelve (12) months from receipt at the Landfill. Stockpiled tires may be shredded in this area of the Landfill using a portable tire shredding unit which will be transported to the Landfill as necessary. Operation criteria for the tire storage/shredding area will be the same as those specified in Section 22 for the Landfill. However, tire stockpiling/shredding shall only be undertaken in ~~the Support Area identified in Exhibit B.~~

COMPOSTING OPERATIONS

A composting area may be located on the Landfill. The compost area will consist of a gently sloped, graveled pad approximately two (2) acres in size. Appropriate materials such as, but not limited to, grass clippings and yard waste will be directed to this area and composted. Following completion of the composting process, the material will be used as an additive for soil enhancing. Operation criteria for the composting operations will be same as those specified in Section 22 for the Landfill. However, composting shall only be undertaken in the Support Area identified in Exhibit B.

Notwithstanding the foregoing, during the Term of this Agreement, these regulatory and enforcement waiver provisions do not include vehicle speed regulations, Waste hauler permits issued by the Town with a fee not to exceed what is reasonable and customary, litter control, building permits, rules of the road, road obstruction, roadway excavation and alteration powers, or fire safety permits. However, until Final Closure, the Town expressly waives its authority under Section 66.052 Wisconsin Statutes or its successor section to regulate, prohibit, permit or license the

Landfill operations, uses, businesses and activities that are related directly to Solid Waste Disposal Operations of the Operator under this Agreement. In addition, until Final Closure, the Town agrees to use its voting authority on the Extraterritorial Zoning Board to attempt to obtain all necessary zoning, regulations and permits to allow the Operator to undertake the construction (including the extraction and transportation of daily cover and top soil to the Landfill) operation, maintenance, repair, closure and provision of Long Term Care of Active Fill Area and the Recycling, Bio-remediation, Tire storage/shredding and Composting Operations described within this Agreement and the Town agrees to use its voting authority to block any attempts to rezone, impose regulations or requirements that would prevent such uses. However, the Town may use its voting authority to allow the imposition of reasonable and customary conditions in any permit, variance, approval required by the Extraterritorial application of the Zoning Code, of the City of Berlin for the Recycling Operations, Bio-remediation Operations, Tire Shredding/Stockpiling Operations and Composting Operations described within this Agreement; but the Town will block any attempt to impose the inclusion of any conditions in a conditional use permit required by the Extraterritorial application of the Zoning Code, of the City of Berlin for the construction (including the extraction and transportation of daily cover and top soil to the Landfill), Operation, Maintenance, Repair, Closure and provision of Long Term Care of the Active Fill Area unless the conditions that are sought to be imposed are already required by this Agreement. Further, until Final Closure ~~the Town hereby agrees not to give its approval under Section 66.052(2) to any ordinance which the City may have enacted.~~ However, this Agreement does not address any authority the City of Berlin may have pursuant to Sec. 66.052, Wisconsin Statutes, nor does it prohibit the Town from any regulation, prohibition, permitting or licensing of operations, uses, businesses or activities beyond the Landfill nor does it prohibit regulation of operations, uses, businesses or activities that may be offensive, a nuisance or unwholesome operation, use, business or activity at the Landfill or at Operations Related Thereto by the Town.

These regulatory and enforcement waiver provisions do not apply in anyway to waive any authority the Town or the Town Board may have now or may in the future have to control or regulate, by regulation, ordinance, permit, license or by order, the uses, operations and businesses at the Landfill, where these regulations, orders, permits, licenses or ordinances are deemed necessary by the Town Board to protect the public health and safety or to prevent a public nuisance in the Town. The Town, by this Agreement, waives no rights or powers that it has or may have in the future to bring civil or criminal actions against the Operator regarding the Old Landfill.

The Town, during the Term of this agreement, by this agreement, does not authorize in the Town any Disposal, Storage,

Treatment or other Waste or Recyclable Material operations by the Operator beyond the Landfill. The Town does not authorize during the Term of this Agreement any Disposal of Solid Waste in the Town by the Operator except in the Active Fill Area. Finally, the Town does not authorize during the Term of this Agreement any Storage nor any Treatment Operations by the Operator at the Landfill or at any other location in the Town except the Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations, and Composting Operations noted herein and the free curbside Collection and Disposal of Waste for the Town and its residents and the Collection and Storage of Solid Waste for the Town and its residents at the Landfill.

The Town, by this Agreement, waives no rights or power the Town has now or has in the future regarding the Operations Related Thereto in the Town, including but not limited to zoning ordinances, regulatory ordinances, permits, licenses or civil and criminal litigation. Further, the Town by entering into this Agreement does not warrant that the Operator will be able to lawfully undertake the operations set forth above. Moreover the Town does not warrant that certain uses, operations or businesses can occur at the Landfill or at Operations Related Thereto without approval of the County Board and/or the Extraterritorial Zoning Board.

Section 7: Route of Travel and Repair

The Operator, from the execution of this Agreement until forty (40) years after Closure, agrees that the Landfill shall be accessed from Willard Road. Except as otherwise provided herein, the Operator, its officers, its employees and its agents, from the Effective Date of this Agreement until forty (40) years after Closure, whenever these persons are authorized by this Agreement to conduct certain prescribed operations at the Landfill shall only use that portion of Willard Road south of Highway 116 to the entrance to the Landfill (the "Primary Route") when traveling to and from the Landfill for purposes of construction of the Active Fill Area, Disposal Operations at the Active Fill Area, operation, maintenance, Closure and Long Term Care Operations at the Active Fill Area and Old Landfill and for purposes of transporting recyclable materials, soils and materials to be bio-remediated, tires, and compostable materials to or from the Landfill and tire chips from the Landfill and processing the same at the Landfill and for the purposes of transporting Solid Waste to the Active Fill Area, and Disposing of Solid Waste in the Active Fill Area.

Prior to the Effective Date of this Agreement, the Operator shall notify all current Acknowledged Transporters and shall post and maintain a notice at the Landfill entrance that the said Transporters shall utilize the Primary Route. This provision does not authorize use nor provide a waiver of any regulatory control by the Town of any other Town roads except the above noted.

Further, this provision shall not apply during the Term of this Agreement if the Town Board or its designee declares an Emergency or if the Town Board orders the Primary Route closed for purposes of repair, reconstruction or resurfacing. Upon such Emergency or road closure, the Operator shall be immediately verbally notified by the Town. Upon notice, the Operator shall immediately verbally notify its officers, its employees, its agents, and shall verbally notify its Acknowledged Transporters the first time each one is at the Landfill after the Operator itself, receives such notice.. As to the Primary Route, the Operator shall require its officers, employees and agents, and shall request its Acknowledged Transporters, to reroute their vehicles immediately, until further notice, to the City of Berlin then to County Trunk F, then south to White Ridge Road, then east to Willard Road and then north to the entrance to the Landfill (the "Secondary Route").

Except in an Emergency or an event caused by the Operator, the Town Board shall, at all times, from the execution of this Agreement until forty (40) years after Closure, provide the Operator, its officers, employees, agents and Acknowledged Transporters, whenever these persons are specifically authorized by this Agreement to conduct certain prescribed operations at the Landfill, road access to the Landfill by the Primary or Secondary Route. The Town Board will allow, within its power and if the Secondary Route is safe for truck/vehicle travel as determined by the County Highway Commissioner, this Secondary Route to be used to provide such road access to the Landfill during an Emergency declared by the Town Board where the Primary Route is closed or limited for use because of any Emergency or when the Primary Route has been closed by order of the Town Board for reconstruction, resurfacing, maintenance or repair. The Town Board shall make a good faith effort, at all times, when safe use can be provided to all vehicle traffic, to maintain one (1) lane of the Primary Route open for travel to and from the Landfill for Operator, its officers, its employees, its agents, and its Acknowledged Transporters.

From the Effective Date of this Agreement until Closure, the Operator shall be responsible for costs and expenses of reconstruction, resurfacing, maintenance and repair of the Primary Route, except snow removal and except as provided above. If the parties are unable to agree regarding: (1) when, (2) what type, and/or (3) what amount of reconstruction/resurfacing of the Primary Route is needed, then either the Town or the Operator may select a licensed Professional Engineer. A second engineer shall be selected by the non-selecting party within ten (10) days after notification by the selecting party that it has selected the first engineer. The two so selected shall select a third within ten (10) days after the second engineer is selected. The three Professional Engineers shall determine whether reconstruction/resurfacing is necessary, and if necessary, what type of reconstruction/resurfacing is necessary and the amount of

reconstruction/resurfacing that is necessary. A majority of the three (3) engineers shall agree on a design and reconstruction/resurfacing plan and the associated costs, shall make the above noted determinations in writing and shall forward these written determinations to the Town and Operator within sixty (60) days after the third engineer has been selected. The Town and Operator shall each pay the costs and expenses of their individual engineer and shall equally share the costs and expenses of the selected third engineer. The costs and expenses of the third engineer shall be paid by the Town and Operator within thirty (30) days of the determination. The parties agree to be bound by the majority determination of the three Professional Engineers.

Except as provided below, the Town preserves, at all times, by this Agreement, the right to apply and enforce against any person Section 60.54 Wisconsin Statutes. Further, the Town preserves, at all times, the right to apply and enforce against any person any state laws, state regulations and any local ordinances adopting the same related to vehicular traffic, roads, roadways, bridges in the Town or related to travel or use of Town roads in the Town by any person. The exceptions to this preservation of rights provision are as follows:

- a. The Town may not place weight limits (permanent or temporary) or establish truck routes to restrict travel to and from the Active Fill Area by the Operator, its officers, its employees, its agents, and its Acknowledged Transporters, on the Primary Route from the execution of this Agreement until forty (40) years after Closure. This exception provision, however, applies only if the Operator, during this term, maintains, repairs, reconstructs and resurfaces this portion of Willard Road pursuant to this Agreement and, if the Operator can and does meet its full legal responsibility to make the payments provided herein and to indemnify persons, including the Town, for physical damage to property and for injury to persons pursuant to this agreement.
- b. Except for emergencies on the road, the Town may not establish new routes or reroute routes of vehicle travel for the Operator, its officers, its employees, its agents, and its Acknowledged Transporters, whenever these persons are authorized by this Agreement to conduct prescribed operations at the Landfill including the following purposes: (1) Construction of the Active Fill Area (including the extraction and transportation of clay, daily cover and top soil); Disposal of Solid Waste in the Active Fill Area; maintenance of the Active Fill Area, and, after Closure, Long

Term Care of the Active Fill Area. (2) The Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations, and Composting Operations at the Landfill as authorized herein from the Effective Date of this Agreement until Closure; (3) Maintenance, Removal and Remedial Actions at the Old Landfill from the Effective Date of this Agreement until forty (40) years after Closure.

Notwithstanding the above noted provisions in this section, the Town Board has the right, at anytime, when public health or public safety of persons in the Town is in jeopardy or during an Emergency in the Town, to close, by order of the Town Board, on a temporary basis, any vehicle travel routes to the Landfill and to order the appropriate road temporarily closed, including the Primary Route, for vehicle traffic. These orders will apply to all users of the road including the Operator, its officers, its employees, its agents, and its Acknowledged Transporters. These routes and roads shall be reopened for vehicle traffic to and from the Landfill as soon as practicable for the following purposes: (1) construction (including the extraction and transportation of clay, daily cover and top soil); Disposal of Solid Waste in the Active Fill Area and maintenance of the Landfill and, after Closure, Long Term Care of the Active Fill Area, and the Landfill; (2) Recycling Operations, Bio-remediation Operations, Tire Storage/~~Shredding Operations, and Composting Operations~~ authorized by this Agreement at the Landfill.

In the event the Operator fails to comply with the provisions of this Section, the Operator, during the above-noted term, shall be fully and legally responsible to any persons, including the Town, to indemnify them for any physical damage to property or injury to persons incurred as a result of any inadequate repair, inadequate maintenance, inadequate reconstruction or inadequate resurfacing of the above-noted portions of Willard Road by the Operator from the Effective Date of this Agreement until forty (40) Final Closure.

Section 8: Well Testing and Groundwater Testing

The Operator shall, in cooperation with the Town and upon receipt of written permission of the residential property owners and occupants, sample all the water supply wells of the Property Owners identified in this Section for the purpose of determining the water quality of well water of these property owners. The first tests shall be commenced within three months after the Effective Date of this Agreement and shall be repeated quarterly thereafter for the first year. The testing shall be undertaken in May annually thereafter until April 1, 2034. The well water supply

samples shall be analyzed by a certified laboratory. The Operator shall, upon request of the Town, split samples with the Town.

Notwithstanding the foregoing, if there is an exceedence of any primary or secondary drinking water standard as established by DNR other than those identified in the definition of Contamination, the Operator shall, with written permission of the property owners and occupants of the property served by the well, repeat sampling on a quarterly basis until the well shows no exceedence for two consecutive quarters and shall, upon request of the Town, split samples. All results of the test shall be provided to the Town Clerk and individual results shall be provided to each property owner or occupant who has permitted the sampling of his/her well water. The results shall be provided within twenty (20) working days of the date when the Operator receives the test results. The Town Clerk of the Town shall maintain this test data until April, 2034.

The Operator shall provide written notice the property owners and occupants identified in this Section prior to commencing the well testing process. Operator shall formally request written permission, from both the property owner and the occupant of the property serviced by the well, utilizing a form mutually acceptable to the Town Board and the Operator, allowing the Operator to sample and test the water supply well serving the property. The sample and test shall be taken by the Operator only after the Operator has obtained acceptable written permission of the property owner and/or occupant. ~~If the property owner and/or the occupant refuses to allow the sample and test, for any reason, the Operator shall notify the Town of such refusal. The information related to the refusal shall be so noted by the Town Clerk of the Town.~~

The samples obtained from said water supply wells shall be analyzed at the Operator's expense for the following parameters:

Field	pH
	Conductivity
	Color
	Odor
	Turbidity
	Temperature
Lab	Total Alkalinity
	Sulfate
	Manganese
	Total Iron
	Total Hardness
	Chloride
	TOC
	TOX

In addition the Operator will have the initial sample from each of the following water supply wells tested for Selenium for

the purpose of determining the background level of Selenium. The Town and the Operator acknowledge that the following property owners have water supply wells which are to be offered the testing provided by this Section:

1. Main, Jerrol
2. Eastberg, Anthony
3. Ferron, Patricia
4. Pigorsch, Oscar
5. Lind, Steve
6. Lind, George
7. Kray, Dennis

At any date after the Effective Date of this Agreement and until April 1, 2034, if additional water supply wells closer to the Landfill than any one of the above-named property owners are constructed and/or become operational or if fewer water supply wells are maintained in this area as operational, then the number of water supply wells requiring sampling and testing may increase or decrease.

Surface water from the small stream North of the Landfill shall be sampled and tested the first year on the same quarterly schedule as the previously-mentioned water supply wells. The stream shall be sampled at two locations, one upstream from the Landfill and one downstream. The Town shall have the right to split samples. The Operator's samples shall be analyzed for the same parameters as the previously-mentioned water supply wells. The results of these analyses shall be filed with the Town Clerk of the Town as required under the water supply well testing program. Thereafter, the Operator shall sample and analyze the stream annually until April, 2034.

In addition to the water supply well testing, the Operator shall sample and test the leachate until April, 2034 for the parameters and on the sampling frequency required by the Department but no less frequently than annually. The Town shall have the right to split samples. The Operator shall also annually test for the presence of radium in the leachate and also annually conduct a VOC scan of the leachate.

If at anytime in the leachate sampling and testing process the Operator determines that radium emission appears in the leachate in a concentration greater than 15.0 picocuries per liter, then the Operator shall sample any lysimeters underlying the Active Fill Area. If radium emissions are found in the lysimeters above 10.0 picocuries per liter, then radium 226 and radium 228 shall be added to the parameters that are to be tested for in the quarterly water supply well sampling and testing procedure noted herein.

The test results of the leachate testing and lysimeter testing, shall be filed by the Operator, within twenty (20) days

after receipt of the results of the leachate and the lysimeter testing, with the Town Clerk of the Town.

In addition, the Town shall have the right to obtain a split sample from any of the Operator's ground water monitoring wells and leachate at any time prior to April 1, 2034. The Operator or its employees or agent shall extract the sample to be split. The Town shall observe all chain of custody protocols, utilize only state approved laboratories to analyze any split sample it takes and shall do so at its sole expense. However the foregoing right shall be limited to once every two calendar years.

Section 9: Landscaping

The Operator, from the Effective Date of this Agreement until Closure, agrees to plant and replant, when necessary, the trees and shrubs around the perimeter of the Landfill as described in Exhibit "E", attached hereto. Alternatively, upon written agreement from the Town, the Operator may plant trees elsewhere in the Town. The landscaping by the Operator will be maintained until Closure to assure that adequate trees and adequate shrubs of suitable size are planted on the Landfill such that they will serve as a visual screen of the operation of the Active Fill Area. The Operator shall cut all brush and weeds at the Landfill during the Term of Agreement. Prior to Final Closure, the Operator, in May and June of each year, shall replace and replant trees and shrubs that have died in the previous year. After Final Closure, and for forty (40) years, the Operator shall remove any trees and shrubs that have died in the previous year and may harvest any mature trees pursuant to good forestry practices.

Section 10: Litter

The Operator, from the Effective Date of this Agreement until Final Closure, shall be fully responsible to take all appropriate and necessary actions to promptly remove and clean-up all litter along the Primary Route and the Secondary Route (if the Primary Route has been closed). Said removal and clean-up shall be undertaken each day by Operator, its officers, its employees and its agents when Disposal Operations, Recycling Operations and/or Tire Storage/Shredding are occurring at the Landfill. In addition, if litter or any Discharge is found anywhere else in the Town and if it can be established that said litter or Discharge came from an Acknowledged Transporter, then the Operator will remove and clean up said litter or Discharge.

Section 11: Monitoring Committee

The Town may, during the Term of this Agreement, by its Town Board, appoint or reappoint a Solid Waste Information Monitoring (SWIM) Committee. The purpose of the SWIM Committee is:

1. To provide written and oral information to the Town Board related to Solid Waste, Hazardous Waste and other Waste activity in the Town.
2. To recommend and advise the Town Board as to policy, legislative, regulatory and legal positions to be taken by the Town related to Solid Waste, Hazardous Waste and other Waste activities in the Town.
3. To advise the Town Board as to the concerns and the interests of residents in the Town related to Solid Waste, Hazardous Waste and other Waste activities in the Town.
4. To provide, with approval of the Town Board, a public meeting for the exchange of information, ideas and common public concerns of residents in the Town related to Solid Waste, Hazardous Waste or other Waste activities in the Town.
5. To advise the Town Board of existing and potential state and federal laws and regulations that relate to Solid Waste, Hazardous Waste or other Waste activities in the Town.
6. To monitor, with approval of the Town Board, Solid Waste, Hazardous Waste and other Waste activities in the Town and to then advise the Town Board of the results of its monitoring of these activities.
7. To provide, with approval of the Town Board, to residents of the Town and to other persons written information related to Solid Waste, Hazardous Waste or other Waste activities in the Town.
8. To advise the Town Board on Waste Recycling options applicable to the Landfill.
9. To specifically advise the Town Board on the Solid Waste Disposal Operations in the Active Fill Area.
10. To exercise any duties that may be delegated to the committee by the Town Board related to Solid Waste, Hazardous Waste or other Waste activities in the Town.

Operator agrees to cooperate fully with the Solid Waste Monitoring (SWIM) Committee. Operator shall, upon proper and timely written request, attend public meetings of the SWIM Committee or the Town Board. Operator shall be prepared to provide relevant reports or relevant information to the SWIM Committee or the Town Board in a timely manner related in anyway to the Landfill. "Timely" shall be considered the seven (7) day time

period noted in Section 28 (A), (B) and (C). If the Town Board fails to appoint the SWIM Committee, then the Town Board or any person appointed by the Town Board may act as noted above.

Section 12: Waiver

The Town Board shall dismiss any pending contested case hearings and agrees not to request any contested case hearing relating to the feasibility of the proposed Active Fill Area. By execution of this Agreement, the Town, by its Town Board, forever waives its right to seek any judicial review of the decisions of the Department related to approval of the feasibility report, the Plan of Operation and the License for the Landfill. However, this waiver does not apply to any modification or amendment of any plan of operation after the License has been issued by the Department for the Landfill pursuant to the feasibility report submitted to the Department on August 3, 1993. This waiver also applies to any Recycling, Bio-remediation Operations, Tire Storage/Shredding or Composting Operations at the Landfill. This waiver does not apply if the Operator submits any amended Feasibility Report, Plan of Operation or amendment thereto which seeks and/or receives approval from the DNR for Disposal of more than Five Million (5,000,000) cubic yards of Solid Waste, daily and intermediate cover materials in the "Proposed Limits of Waste" shown in Exhibit B or at any location other than those described in Exhibit B.

This provision, other than specifically noted elsewhere in ~~this Agreement, does not waive the right of the Town to contest,~~ before any state or any federal agencies or before any state or federal courts, any other legal matters related to the Landfill or related to the construction, Disposal, Storage or Treatment operations, maintenance, Closure or Long Term Care of the Landfill including any Recycling, Bio-remediation Operations, Tire Storage/Shredding or Composting Operations nor does this provision waive any right which the Town may have related to any municipal action under Section 144.465, Wis. Stats., and Section 144.725, Wis. Stats., or their successor provisions, nor does it waive the right of the Town to initiate or involve itself in any other type of civil action or criminal action against the Operator, its officers, its employees, its agents, or its Acknowledged Transporters. Further, this waiver does not extend to any Expansion.

Section 13: Tippage Fee Prior to Receipt of License

From Effective Date of this Agreement until the day it receives the License, the Operator shall pay a monthly base tippage fee to the Town Treasurer based upon the number of tons of Solid Waste the Operator accepted for disposal during the previous calendar month. The parties acknowledge and agree that the tippage fee just prior to execution of this Agreement is seventy-one cents

(\$.71) per ton which shall be increased subject to the following terms and conditions:

1. Upon the Effective Date of this Agreement, said tippage fee shall be increased to One and No/100 Dollars (\$1.00) per ton;
2. Upon the first anniversary of the Effective Date of this Agreement the tippage fee shall be increased to One and 10/100th Dollars (\$1.10) per ton;
3. Upon the second anniversary of the Effective Date of this Agreement, said tippage fee shall be increased to One and 20/100th Dollars (\$1.20) per ton; and
4. On July 1, 1997 the tippage fee shall be increased to One and 35/100th Dollars (\$1.35) per ton.

The first payment after the Effective Date of this Agreement shall be due on the tenth (10th) day of the next month. In making this calculation, the parties agree to utilize the then prevailing rate as provided in the agreement between the parties dated March 4, 1991, of seventy-one cents (\$.71) per ton from the beginning of the month to the Effective Date of this Agreement and the rate of One Dollar (\$1.00) per ton from then until the end of the calendar month. Subsequent payments shall be due on the same date each month thereafter until the Operator receives the License. ~~The Operator shall make said payments in the above specified amounts by check(s) made payable to the payee(s) indicated by the Town.~~ The Operator shall verify the actual tonnage Disposed in the Active Fill Area with the total tonnage delivered to the Landfill, to the satisfaction of the Town Board of the Town.

The \$1.35 per ton monthly base tippage fee set out in the first paragraph of Section 13 shall be adjusted on July 1, 1998 and each year thereafter by an increase or decrease in the monthly base tippage fee equal to the percentage increase or decrease in the Consumer Price Index (CPI) for the prior twelve months. For the purposes of this Agreement, CPI means the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items-U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor. If the Bureau ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision. Notwithstanding the foregoing, if the License is not issued for at least 4.5 million cubic yards of solid waste and daily cover, or if said facility is not approved at all, the existing monthly base tippage fee shall be reduced to \$1.20 per ton on the date the DNR issues the License for less than 4.5 million cubic yards or the date the DNR denies approval of any facility;

however, this \$1.20 per ton shall be adjusted by the foregoing CPI procedure, beginning on the first anniversary of DNR's action.

Section 14: Tippage Fee After Receipt of License and Minimum Payment

On the day the Operator receives the License, the monthly base tippage fee shall be increased to One and 35/100th Dollars (\$1.35) per ton of Solid Waste, and shall be further adjusted two months after the first anniversary that the Operator received the License and each year thereafter by the CPI procedure set out in Section 13. However, if monthly base tippage fee is already One and 35/100th Dollars (\$1.35) or greater on the day the Operator receives the License then the monthly base tippage fee shall continue at the then prevailing rate and shall be further adjusted two months after the first anniversary that the Operator received the License and each year thereafter by the CPI procedure set out in Section 13.

As an alternative to paying the monthly base tippage fees during the six (6) years after the Operator receives the License, the Operator shall instead be required to annually pay to the Town or to any payee or payees designated by the Town three hundred thousand and no/100th dollars (\$300,000.00) per year (Minimum Payment) for six (6) years. These Minimum Payments shall be paid in monthly installments (Monthly Installments) and the first Monthly Installment shall be paid within thirty (30) ~~days after the Operator's receipt of the License and monthly~~ thereafter for the next fifty-nine (59) months. However, prior to making the twelfth (12th) Monthly Installment and prior to making each twelfth (12th) subsequent Monthly Installment, thereafter, the Operator shall calculate the total of all amounts that would have been paid and the value of all services provided (Total of Payments and Services) to the Town including clean sweep, said tippage fees and the actual cost of solid waste and recycling collection pursuant to Sections 5 and 14 of this agreement during the proceeding twelve (12) months. If the Total of Payments and Services exceeds \$300,000.00 the Operator shall pay the Town the twelfth (12th) Monthly Installment plus the difference between the Total of Payments and Services and the Minimum Payment. If the Total of Payments and Services does not exceed the Minimum Payment, the Operator shall, nevertheless, pay the Town the twelfth (12th) Monthly Installment. After the sixtieth (60th) Monthly Installment has been paid, the Operator shall cease paying Monthly Installments and shall begin to pay the Town all the other amounts owed by the Operator to the Town as provided in this Agreement. However, the Operator shall also, at that time, calculate the Total of Payments and Services during the sixty (60) months that it paid Monthly Installments and if this total is less than One Million Eight hundred thousand dollars (\$1,800,000.00) then the Operator shall be allowed a credit equal to the difference which it might apply, in lieu of

paying any of the other amounts owed to the Town pursuant to this Agreement; but this credit shall only be available during the sixty-first (61st) through seventy-second (72nd) month after the operator receives the License.

The Operator shall pay the Monthly Installments in the above specified amounts by check(s) made payable to the payee(s) indicated by the Town.

Section 15: Exceptions and Out of State Waste
Adjustments to Tipping Fee

From execution of this Agreement until Final Closure, the Operator shall not pay the tipping fee imposed by Sections 13 and 14 for Solid Waste which it is required, either by this Agreement or by operation of state or federal regulations or statutes, to accept for Disposal in the Active Fill Area for free. However, before the Operator may avoid payment of the above-referenced monthly base fees to the Town, it shall provide a written, sworn statement noting the source, type and amount of Waste that it accepted for free Disposal under this Agreement or by operation of regulation or statute.

Further, from Execution of this Agreement until Final Closure, the Operator shall not pay the tipping fee imposed by Sections 13 and 14 for materials delivered to the Landfill for Recycling, Bio-Remediation Operations, Tire Storage/Shredding or Composing even if the materials are Solid Waste, provided they are not Disposed at any location in the Landfill and further provided they are permanently removed from the Landfill within twelve (12) months of delivery to the Landfill. Also, the Operator shall not pay the tipping fee imposed by Section 13 and 14 for the Disposal of any portion of the Old Landfill if said Disposal is undertaken to improve the environment, and notwithstanding anything herein to the contrary, no tipping fee shall be imposed for the disposal of Contaminated Recyclable Materials approved by DNR for Disposal in the Landfill and delivered to the Landfill by the Town and its residents.

From execution of this Agreement until Final Closure, the Operator shall pay twice the amount of the tipping fee imposed by Sections 13 and 14 for each ton of Solid Waste disposed of in the Active Fill Area that was generated in and transported from the State of Minnesota or generated in and transported from the Upper Peninsula of the State of Michigan.

Section 16: Further Adjustments to Tipping Fees

As a further adjustment, the monthly base tipping fees imposed by Sections 13 and 14 shall be reduced effective each January, beginning the first day of January after the Effective Date of this Agreement and continuing until Final Closure, by an

amount equal to one twelfth of the product of the amount of the increase in the assessment on the land and improvements of tax parcels described in Exhibit B minus the Base Tax Assessment of Nine Hundred Thousand and no/100th Dollars (\$900,000.00) times the most current tax levy as shown in the following formula:

$$\begin{array}{l} \text{Amount of} \\ \text{Reduction} \\ \text{in the} \\ \text{Base} \\ \text{Monthly} \\ \text{Tippage Fee} \end{array} = \frac{[\text{Current Tax Assessment} - \$900,000.00] \times [\text{Current Tax Levy}]}{12}$$

Notwithstanding the foregoing, the Base Tax Assessment shall be adjusted each December by the average increase or decrease in the equalized assessed valuation of all the real property located in the Town (the "Adjusted Assessment"). The foregoing formula shall be modified each calendar year by substituting the Adjusted Assessment into the formula, in place of the Base Tax Assessment of \$900,00.00.

Further, the above stated formula shall be adjusted in the event that there is a change in the manner in which public schools are funded if that change results in a reduction of the current tax levy over the prior year's tax levy by more than 10%. The parties agree that the adjustment shall be made in a manner to preserve the results intended by this formula and while they do not know at this time what form this change in funding will take, the parties anticipate that the tax levies state wide will be reduced. If such a reduction occurs then they anticipate that the appropriate adjustment to the formula would be to reduce the Adjusted Assessment by the same percentage that the prior year's tax levy was reduced by the state wide program. If the parties are unable to agree to the arbitration, the parties shall submit the issue to the adjustment, the parties shall submit this issue to arbitration under Ch. 788., Wis. Stats.

Additionally, beginning on the first day of January after the Operator receives the License the above described Adjusted Assessment shall be increased to Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00) and shall, in subsequent years be subject to the foregoing annual adjustments described in the previous paragraphs. The foregoing formula shall be modified each calendar year by substituting the Adjusted Assessment into the formula.

In the event the tax assessment does not exceed the Adjusted Assessment, then there shall be no adjustment of the base monthly tippage fee paid to the Town Treasurer. Further, if the Operator constructs or has constructed any additional buildings or any improvements other than those related to the Active Fill Area and said building(s) results in an increase in

the assessment, the foregoing formula shall be amended by increasing the Adjusted Assessment by the assessed valuation of the additional building(s) and improvements.

Section 17: Expansion

In the event, during the Term of the Agreement the Operator desires an Expansion, the Operator shall advise the Town, at least sixty (60) days prior to submittal to DNR of an ISR. The parties to this Agreement may or may not agree to modify the Agreement to include the desired Expansion. If modification cannot be mutually agreed upon, the Operator shall follow the statutory procedure existing at that time for state and municipal approvals for the Expansion. No construction shall commence on an Expansion of the Landfill until the occurrence of one of the following: (1) written approval of the Town Board, provided the County has not accepted a siting resolution pursuant to sec. 144.445, Wis. Stat.; (2) execution of a negotiated agreement by the Operator, the participating municipalities and the local committee under sec. 144.445 Wis. Stats. or its successor; (3) a written arbitration award issued controlling the parties and the local committee under sec. 144.445 Wis. Stats. or its successor; or (4) in the event the successor to sec. 144.445 Wis. Stats. does not provide for negotiation and/or arbitration, full compliance by the Operator with the statutory procedure and all local zoning, regulatory, permit or licensing ordinances existing at that time.

Section 18: Closure

Not more than one (1) year after Final Closure, the Operator shall incorporate and install the final cap over the Active Fill Area as approved by the Department in the Plans of Operation for the Active Fill Area.

Unless an Expansion has been approved, or arranged for following the existing statutory procedure, the Landfill shall be kept as open space and covered with a vegetative growth for a minimum period of forty (40) years after Closure. Except as noted above and after Closure, the Operator must obtain the Town Board's approval, in writing, for any use, other than open space, of the Landfill. After Closure the Operator shall conduct Long Term Care Operations consistent with all approved Plans of Operation.

After Final Closure and for forty (40) years thereafter, the Operator shall be responsible to maintain, repair and reconstruct the cap on the Active Fill Area and to repair and maintain the vegetative growth at the Landfill to prevent erosion. The Operator, from the Effective Date of this agreement and until forty (40) years after Closure, shall be responsible to construct, maintain, repair and reconstruct fences and gates surrounding the

perimeter of the Landfill. The Operator shall also be responsible, during that time period, to provide appropriate security for the Landfill to prevent or to attempt to prevent unauthorized entry or vandalism.

The Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall design, install, operate and maintain leachate and landfill gas collection systems in the Landfill as required in the Department's approvals of its plans of operation and shall timely remove the leachate from the Landfill. Operator also shall properly manage and control any landfill gas generated in the Landfill. After Closure, and for forty (40) years, the Operator shall make reasonable efforts to fill any surface depressions and subsidences that develop in the cap on the Active Fill Area to prevent any standing water.

From the Effective Date of Agreement until forty (40) years after Closure, the Operator shall maintain a proper final cap over the Active Fill Area.

Section 19: Site Maintenance

From the Effective Date of this Agreement and until forty (40) years after Final Closure, the Operator shall comply with statutory requirements regarding noxious weeds at the Landfill, keep all buildings at the Landfill in good repair, prevent erosion from the Landfill and not unreasonably increase surface water run-off onto neighboring properties not owned by Operator. The Operator shall direct all surface water touching exposed Solid Waste in the Active Fill Area into the leachate collection system, and shall discharge water from the sedimentation basin at the Landfill as specified in the Plan of Operation as approved by the Department, and shall monitor and test Waste characteristics and air quality at the Landfill as required by the Department.

Section 20: Other Business

Operator, from the Effective Date of this agreement and until forty (40) years after Final Closure, shall provide written notice of any intent to construct, operate or maintain at the Landfill, or intent to allow any other person to construct, operate or maintain at the Landfill, any business, occupation, enterprise or operations other than the Solid Waste Disposal Operation and the Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations, and Composting Operations as described in Section 6. All existing Town orders, permits, licenses or ordinances necessary and appropriate for the above Disposal, Bio-remediation Operations, Recycling Operations, Tire Storage/Shredding Operations and Composting Operations are waived except as are deemed necessary by the Town Board to protect the public health and safety or prevent a public nuisance and except as noted in Section 6. Other

than soil and Recyclable Material Storage, soil and Recyclable Material Treatment, Tire Storage, Tire Shredding and Tire Shredding Treatment and Composting authorized by this Agreement no other business, occupation, enterprise or operation including Waste Storage Operations nor Waste Treatment Operations shall occur at the Landfill during the term of this Agreement unless otherwise approved by DNR and unless in compliance with all Town Ordinances. This limitation shall include any burning or incineration unless the Operator has received prior written approval of the Town Board. Notwithstanding the above, Operator, its officers, its employees, its agents, and its Acknowledged Transporters, from execution of this agreement until forty (40) years after Closure, may, as a use, operation or business, remove leachate, landfill gas or any other Solid Waste byproducts (but not allowing the removal of Solid Waste and replacement of the removed Solid Waste with other Solid Waste), from the Active Fill Area if Operator is in full compliance with Department regulations and consistent with proper Long Term Care Operations.

Section 21: Buildings

Operator, from the Effective Date of this agreement and until forty (40) years after Closure, shall not construct, operate or maintain any buildings or equipment at the Landfill, without compliance with all the existing Town zoning and building code requirements, other than the buildings and equipment that are necessary and appropriate for the construction, Disposal Operations, ~~repair, maintenance, Closure and Long Term Care of the Landfill,~~ including the extraction Landfill gas and the generation of electricity.

Section 22: Hours and Days of Operations

After the Effective Date of this Agreement and until forty (40) years after closure, the Operator shall only: (1) accept Solid Waste for the purpose of Disposal at the Active Fill Area; (2) conduct Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and/or Composting Operations at the Landfill, and; (3) allow repair, construction, Disposal Operations, maintenance, reconstruction, Closure or Long Term Care Operations at the Landfill between the hours of 6:00 a.m. to 5:30 p.m., Monday through Friday, except that the Operator may extend operations to 6:30 p.m. for the purposes of providing daily cover and/or construction, and from 6:00 a.m. to 1:00 p.m. Saturday; except, the Operator may extend operations to 6:30 p.m. for the purpose of providing daily cover and/or constructing the Active Fill Area. The Operator shall conduct no other activities at the Landfill except within its enclosed buildings before nor after the above stated hours and except the extraction of Landfill gas and generation of electricity. The Operator shall not accept Waste at the Landfill or repair, construct, conduct Disposal Operations, reconstruct,

maintain, Close, conduct Long Term Care Operations, Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and/or Composting at the Landfill, on Sundays or on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

Section 23: Indemnification

Operator, from the Effective Date of this agreement and in perpetuity, shall indemnify, hold harmless, support and defend the Town, and its officers, employees, and agents (Indemnified Parties), from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorney's fees, Removal Action costs and Remedial Action costs), interest and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit, action or right of action (in law or equity) as a result of any injury (including death) or damage to any person or property, against the Indemnified Parties, brought by any person where such injury or damage arises in any way as a result of any anticipated or unanticipated occurrences that are related to or associated with the delivery of Waste and Recyclable Material for the Town or its residents to the Landfill or from the Operator's Curbside Collection and delivery of Waste, and Recyclable Material for the Town and its residents both as provided for herein or that are related to or associated with the Landfill or any Operations Related Thereto in the Town and with this Agreement, including but not limited to, occurrences related to or associated with the Disposal, Storage or Treatment of any Waste, including any Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations or Composting Operations in the Active Fill Area, the Old Landfill or at any other Operations Related Thereto in the Town. This shall also include occurrences related to the closure and long term care operations including any Removal or Remedial Actions, similar actions, at the Landfill or Operations Related Thereto. Notwithstanding the foregoing, there shall be no obligation on the part of the Operator to indemnify, hold harmless or defend the Indemnified Parties if the alleged injury or damage arises from or is caused by any intentional act or omission, of any of the Indemnified Parties or is caused solely by the negligent act or omission of any one of the indemnified parties.

The above-noted provision shall include full reimbursement to the Town, to its officers, to its employees, to its agents and/or the Solid Waste Monitoring Committee Members by Operator, of the legal fees and the legal costs of any legal defense by the Town, by its officers, by its employees, by its agents and/or the Solid Waste Monitoring Committee Members. Additionally, the Town, and the above-noted persons shall have the right to select for legal defense their own attorney(s) with full reimbursement for any legal fees and costs to be made to it or them by Operator.

Notwithstanding the language above, the Operator shall have no obligation to defend, indemnify and/or hold harmless the Town, its officers, its employees or its agents, and/or Solid Waste Monitoring Committee Members, where it is found that the injury or damage was caused by any intentional actions or by any wanton or willful acts of the Town, its officers, its employees, or its agents, and/or Solid Waste Monitoring Committee Members, or any combination thereof. Further, the Operator shall have no obligation to defend, indemnify and/or hold harmless the Town, its officers, its employees, or its agents, and/or Solid Waste Monitoring Committee Members, where it is found that the injury or damage was caused solely by the negligent acts of the Town, its officers, its employees, or its agents and/or Solid Waste Monitoring Committee Members or any combination thereof.

Section 24: Daily Cover

From the Effective Date of this Agreement and until Closure, the Operator shall, upon completion of the daily Disposal Operations, cover the Solid Waste Disposed in the Active Fill Area on the day of Disposal with appropriate cover material. The daily cover material shall be sufficient to cover the Disposed Solid Waste and its application by Operator shall comply fully with all daily cover regulations established by the Department.

Section 25: Storage/Treatment/Recycling Facilities

During the term of this Agreement, the Operator shall not allow for any purpose any Hazardous Waste at the Landfill or at Operations Related Thereto and shall not, without approval by the DNR and compliance with all Town Ordinances, Store or Treat any Solid Waste at the Landfill or at any other Operations Related Thereto in the Town except Operator may continue Disposal Operations and its Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations described in Section 6. Once reclaimed no Hazardous Waste recovered from the Old Landfill may be disposed, stored or treated in the landfill. However, from the Effective Date of this Agreement until Closure, the Operator may, without further approval of the Town Board, Dispose of Solid Waste in the Active Fill Area.

Section 26: Removal/Remedial Action

Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall be fully responsible to take all appropriate and necessary Removal Actions and Remedial Actions in the Landfill, and at Operations Related Thereto in the Town.

Section 27 : Operator Responsibility

Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall be responsible and shall have the duty to properly supervise and properly control the actions or inactions of its officers, employees and agents: (1) where their actions or inactions are related to the construction, operation, maintenance, repair, Closure or Long Term Care of the Landfill or at any other Operations Related Thereto in the Town; (2) where their actions or inactions are related to any authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations at the Landfill, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations; and (3) at any other Operations Related Thereto in the Town or (4) where these actions or inactions are related to the transportation to and from the Landfill in the Town of any type of authorized or unauthorized Waste, including leachate and Landfill gas removal from the Landfill.

Section 28: Reports

A. Reports Distributed by Operator

From the Effective Date of this Agreement until forty (40) years after Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of distribution by Operator) of any report or correspondence provided by Operator to the Department or to any other state or federal environmental agency pertaining to the Landfill, including, but not limited to, technical reports, investigations, testing and monitoring data. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the monitoring committee for its review and comments.

B. Reports Received by Operator

From the Effective Date of this Agreement until forty (40) years after Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of receipt by Operator) of all reports and correspondence received by Operator from the Department or any other state or federal environmental agency pertaining to the Landfill, including but not limited to, technical reports, investigative, testing and monitoring data. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the monitoring committee for its review and comments.

C. Test Reports

From the Effective Date of this Agreement and until forty (40) years after Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of receipt by Operator) of all private well test analysis

reports, and (within twenty (20) days of receipt by Operator) all groundwater monitoring reports, leachate monitoring reports, gas monitoring reports, Waste characterization reports, air monitoring reports and any government reports received by Operator from a source other than that set out above in Sub. B pertaining to the Landfill except if said reports are subject to the claim of legal privilege by Operator. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the SWIM committee for its review and comments.

Section 29: Attendant

A. During Disposal Operations

Operator, from the Effective Date of this Agreement and until Closure, shall have a Responsible Person designated and shall have one or more attendant employees at the Landfill whenever Waste Disposal, Waste Storage or Waste Treatment Operations, including Solid Waste Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding and Composting, are occurring at the Landfill.

B. "On Call"

Operator, from Closure until forty (40) years after Closure, shall have an attendant employee or attendant ~~agent at the Landfill whenever Long Term Care Operations~~ are being undertaken and "on call" to respond to Emergencies when no activities are occurring in the Active Fill Area. The Operator shall provide the Town Clerk, in writing, the name, address and telephone number of all attendant employees and attendant agents who will be at the Landfill during Long Term Care Operations and who will be "on call" when Long Term Care Operations are not occurring at the Landfill. These names, addresses and telephone numbers shall be provided to the Town Clerk, prior to Closure, and shall be updated in writing as necessary.

Section 30: Responsible Person

Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall provide to the Town Clerk the name(s), address(es) and telephone number(s) of the Responsible Person(s) employed by Operator and shall update, in writing, as necessary. The current name, address and telephone number of the Responsible Person: Todd Hartman, Division President and General Manager, Route 2, Box 286, South Willard Road, Berlin, Wisconsin 54923, (414) 361-4995.

Section 31:

Additional Expenses

A. Reimbursement

Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall reimburse the Town within thirty (30) days after the Town submits to Operator a written invoice, for any reasonable and necessary costs incurred by the Town or for any reasonable and necessary services provided by the Town in its responding to or action upon the following Emergencies:

1. Fires, explosions, accidents or any other Emergency occurring at the Landfill, or at any other Operations Related Thereto in the Town or any fires, explosions, accidents or any other Emergency occurring as a result of any Disposal Operations, Storage or Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations, construction, repair, maintenance, Closure or Long Term Care of the Landfill or at any other Operations Related Thereto in the Town or as a result of any transportation of any Waste to or from the Landfill.
2. Discharges of any Waste which occur in the Town ~~caused by and during the transport by Operator,~~ its officers, its employees or its agents, to the Landfill or any Operations Related Thereto in the Town.

B. Specialized Equipment

The Town, from the Effective Date of this Agreement and until forty (40) years after Closure, shall not be obligated, nor have the duty or responsibility in any way to Operator to acquire or supply any additional or specialized machinery or equipment to be used for or provided for the above-noted occurrences or for any other Emergency or occurrence at the Landfill or at any other Operations Related Thereto in the Town.

C. Additional Personnel

The Town, from the Effective Date of this Agreement and until forty (40) years after Closure, shall not be obligated, nor have the duty or responsibility in any way to Operator to employ or retain any additional or specialized personnel to be used for or provided for the above-noted occurrences or for any other Emergency or

occurrence at the Landfill or at any other Operations Related Thereto in the Town.

Section 32: Legal Actions

A. Injunction and Other Legal Action by Town

At anytime after the Effective Date of this Agreement, and unless barred by the statutes of limitation upon notice that any anticipated or unanticipated occurrence in the Town associated with or related to the Landfill, including but, not limited to, occurrences associated with the transportation to or from the Landfill, construction, siting, design, monitoring, environmental testing, environmental monitoring, Disposal Operations, Storage and Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations, Treatment Operations, maintenance, repair, Closure or Long Term Care at the Landfill, does or will present a danger to the public health, welfare and safety, or does or will cause damage to the natural resources in the Town, or does or will violate provisions of this agreement, the Town may commence a legal action to enforce the provisions of this Agreement and/or to require or to enjoin certain actions by Operator, its ~~officers, its employees~~ or its agents or Acknowledged Transporters. Operator retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have in its behalf to any action brought by the Town. The prevailing party in any legal action brought by the Town against Operator, its officers, its employees or its agents or Acknowledged Transporters shall be entitled to a judgment against the non-prevailing party awarding reasonable attorneys' fees and costs.

B. Court Action by the Town

At anytime after the Effective Date of this Agreement, and unless barred by the statutes of limitation, the Town may commence and maintain a legal action against the Operator, its officers, its employees or its agents or the Acknowledged Transporters, under the law of public nuisance or common law theories of trespass, negligence, strict liability, agency or any other applicable state or federal statutory or common laws, for damages and costs suffered by the Town related to any public nuisance, physical damage or physical injury to any person or any Town property caused by or alleged to have been caused by Operator, its officers, its

employees or its agents or the Acknowledged Transporters, arising in any way as a result of any anticipated or unanticipated occurrence in the Town or associated with the Landfill, including, but not limited to: (1) occurrences related to the transportation in the Town of Waste, or (2) the design, siting, construction, Disposal, Disposal Operations, Storage and Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations, environmental monitoring, environmental testing, maintenance, repair, Closure and Long Term Care at the Landfill. The Operator retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have to any action brought by the Town. The prevailing party in any legal action brought by the Town against Operator, its officers, its employees or their agents or the Acknowledged Transporters, shall be entitled to a judgment against the prevailing party awarding its reasonable attorneys' fees and costs.

C. Administrative Action by Town

After the Effective Date of this Agreement and unless barred by statutes of limitation and if it deems it necessary, the Town may petition the Department under Section 144.465, Wis. Stats. (1991), or Section 144.725, ~~Wis. Stats. (1991), or their successor provisions~~ to initiate action by the Department against Operator, its officers, its employees or its agents or the Acknowledged Transporters for an alleged violation by Operator, its officers, its employees or its agents or the Acknowledged Transporters, of a license established or issued by the Department. Operator retains the right to assert in its defense any defense it may have related to any petition(s). If the Department: (1) determines under Section 144.465(2)(a) 1. Wis. Stats. or Section 144.725(2)(a) 1. Wis. Stats. that the Operator has violated the law or the rule alleged to have been violated, or (2) initiates action under Section 144.47 Wis. Stats; then the Operator shall pay the Town its reasonable attorneys' fees and costs. If the Department dismisses the petition, the Town shall pay the Operator or the Acknowledged Transporter its reasonable attorneys' fees and costs.

Section 33: Notice to Acknowledged Transporters

From the Effective Date of this Agreement to Closure, the Operator will provide at least one (1) written notice to each Acknowledged Transporters that:

1. No vehicle will be allowed to deliver Solid Waste or contaminated Recyclable Materials (which have been approved by DNR for disposal in the Landfill) to the Landfill and no vehicle will be allowed to deliver Recyclable Material to the Landfill unless the vehicle is designed, constructed, loaded and maintained in such a manner as to prevent any Waste from Discharging onto any public or private lands beyond the Landfill in the Town;
2. The Primary Route for road access to the Landfill by any Acknowledged Transporter shall be from Highway 116 South on Willard Road to the entrance to the Landfill;
3. No Hazardous Waste are allowed at the Landfill; and,
4. The Acknowledged Transporter shall advise the Operator of any discharges which occur in the Town beyond the Landfill during any transporting to and from the Landfill by the Acknowledged Transporter.

This notice will be given both in writing to each transporter, whether an Acknowledged Transporter or otherwise, that brings Solid Waste and/or Contaminated Recyclable Materials to the Active Fill Area for Disposal or brings Recyclable Materials to the Landfill for Storage or Treatment in the Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting. A similar notice will be posted in a prominent location at the Landfill.

Section 34: Temporary/Emergency Closing of Landfill

The Operator, from the Effective Date of this agreement and until Final Closure, shall notify the Town Clerk, in writing, within five (5) business days, of any temporary or Emergency closing and Final Closure of the Active Fill Area, the Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and/or Composting Operations, including any ordered temporary closing, ordered Emergency closing or ordered Final Closure by the Department or any other state or federal agency. Operator shall provide in the written notice to the Town Clerk, the specific reasons for the temporary or Emergency closing or the Final Closure.

Section 35: Authorized Sources

From the Effective Date of this Agreement and until Closure, only Solid Waste approved of for Disposal by DNR and as authorized in Section 3 shall be Disposed of in the Active Fill Area.

During the term of this Agreement, no Solid Waste shall be Disposed by any person in the Landfill, beyond the Active Fill

Area. Except for the Disposal Operations, Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations authorized by this Agreement, no Solid Waste shall be allowed at any location in the Landfill without DNR approval and without full compliance with all Town Ordinances. Recyclable materials, tires and compostable materials shall be Stored or Treated beyond the Active Fill Area in locations designated by Operator for recyclable materials, tires and compostable materials and approved for Storage and Treatment at these locations by the DNR.

From the execution of this Agreement until Closure, the Operator may accept and dispose of Solid Waste generated in and transported from Minnesota and/or the Upper Peninsula of Michigan; provided that the amount disposed in any calendar month does not exceed ten (10) percent of the amount of Solid Waste from all sources disposed in the Active Fill Area the previous calendar month or 3,000 tons, wherever is less, and provided no Special Waste from any source outside the State of Wisconsin shall be Disposed, Stored or Treated, in the Landfill or at any Operations Related Thereto unless permitted by the Town Board. Upon becoming aware of any Disposal, Storage or Treatment of Special Waste or other unauthorized out of state wastes, the Operator shall immediately notify the Town Clerk. This above noted unauthorized Waste shall be immediately removed from the Landfill by Operator upon knowledge by Operator that these Waste are from a source outside the State of Wisconsin.

Further, from Closure until forty (40) years after Closure, the Operator shall not, without approval by the DNR and compliance with all Town Ordinances Dispose, Store or Treat in the Landfill or at any Operations Related Thereto Waste from any source.

Section 36: Legal and Negotiation Fees

Upon execution of this Agreement by all parties, the Operator shall reimburse the Town's actual legal expenses related to the negotiation of this Agreement, up to, but not exceeding, fifteen thousand dollars (\$15,000.00). The Town shall be responsible for all legal expenses, if any, in excess of this amount. In addition, the Operator shall reimburse the Town all amounts paid to Dr. Hoffman related to the negotiation of this Agreement. The Town shall provide the Operator with an itemization of its legal and negotiation expenses and copies of all relevant bills submitted to it. Operator shall pay the Town the above noted legal and negotiation expenses within thirty (30) days after receipt of the Town's itemization. This shall include legal and negotiation expenses incurred by the Town from September 1992 through execution of this Agreement.

Section 37: Hazards Notice

Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall orally notify the Town Clerk, within twenty-four (24) hours of the receipt of information by Operator of any known or suspected hazards or dangers at the Landfill including, but not limited to: fires, explosions, suspected Hazardous Waste Disposal, Storage or Treatment, contaminated or polluted surface water, contaminated or polluted groundwater or any other dangers or hazard to the public health or safety or to the natural resources in the Town. Operator shall file a written report within seven (7) business days of the receipt of information regarding the above-noted hazards or dangers with the Town Clerk describing in detail the specific hazard or occurrence, any known damages to persons or property and any actions taken or to be taken by Operator, its officers, its employees or its agents, including its Acknowledged Transporters.

Section 38: Acknowledged Transporters

Prior to or on the Effective Date of this Agreement, the Operator shall prepare a list of its Acknowledged Transporters. This list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters. The initial list shall be filed with the Town Clerk and shall be updated annually on the anniversary of the Effective Date of this Agreement until Final Closure by the Operator and such updates shall be submitted to the Town Clerk.

Section 39: Public Nuisance/Open Burning

The Operator, its officers, its employees and its agents, from the Effective Date of this Agreement and until forty (40) years after Closure, shall not: (1) conduct any Disposal Operations, any Storage or Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations in the Landfill or at any other Operations Related Thereto in the Town; (2) transport Solid Waste, Hazardous Waste or any other type of Waste to and from the Landfill; or (3) construct, operate, maintain, repair, reconstruct, close or provide Long Term Care at the Landfill or at any other Operations Related Thereto in the Town in such a manner that would constitute a public nuisance or would create a public health hazard in the Town.

Operator, shall not open burn any Contaminated Recyclable Materials and/or Waste, nor allow any open burning of any Recyclable Materials, Waste in the Landfill or at any other Operations Related Thereto in the Town without written approval of the Town Board and the Department. This shall not include the burning of Landfill gas.

Section 40:

Property Protection

Pursuant to the following procedure, the Operator shall offer to enter into an Agreement to Guaranty Property Value attached hereto as Exhibit "F" with the following property owners:

1. Eastberg, Anthony and Kathryn
2. Lind, Steve and Jane
3. Lind, George and Marjorie

Within thirty (30) days after execution of this Agreement, the Operator shall send by certified mail, return receipt requested, a letter, a copy of which is attached hereto as Exhibit G, and three duplicate originals of the Agreement to Guaranty Property Value to the owner(s) of each property listed above. The Operator's responsibility under this section shall be satisfied if the Operator sends said letters to the Owners of the property identified above. All the duplicate original agreements so sent shall have been executed by a corporate officer of the Operator having the authority to bind the Operator. Said letter shall advise the owner(s) of the property that within 120 days of receipt of said letter, they should sign the duplicate originals and should return two (2) fully executed duplicate originals to the Operator if the owner(s) of the property wish to have benefits provided by the Agreement to Guaranty Property Value. Said letter shall also advise that the benefits under said agreement remain available to those owner(s) of the property, or the other persons identified in Section 10 of the Agreement to Guaranty Property Value from the time said agreement is executed and returned by the owner(s) until Final Closure, as that term is defined in this Agreement. The Operator shall provide the Town with copies of all return receipts and with one copy of each fully executed Agreement to Guaranty Property Value that it receives.

**ARTICLE III
CONTRACT PROVISIONS**

Section 1:

Notice to Parties

Any written notices required by any provision of this Agreement shall be considered properly provided to that party if addressed to a party as follows, and sent by certified mail:

- a. Operator:
Waste Management of Wisconsin, Inc.
W124 N8925 Boundary Road
Menomonee Falls, WI 53051
- b. Town:
Town Clerk of the Town

- c. Local Committee:
Town Clerk of the Town

Section 2: Headings

Titles to paragraphs herein are for informational purposes only and not to be used in construing the agreement language.

Section 3: Governing Law

This Agreement, unless otherwise set forth, shall be construed, enforced and governed in all respects in accordance with the law, statutes, regulations and Administrative Code provisions in effect as of September 1, 1994.

Section 4: Waiver

Any waiver by a party of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach of the same term or any other term or condition of this Agreement.

Section 5: Complete Award

This Agreement supersedes the prior agreement that was executed by the parties on March 4, 1991 however, any claims or causes of action which arose under the prior agreement or occurred during the term of the prior agreement prior to the Effective Date of this Agreement are preserved and may be pursued by the party claiming them.

Section 6: Amendment and Assignment

This Agreement may be amended only by a mutually stipulated written agreement between the Town and the Operator. This Agreement may not be assigned by either the Town or the Operator without written approval of the other parties. Written approval will not be unreasonably withheld. Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, will not sell, dispose, lease or convey, in anyway, the Landfill or sell, dispose, lease or convey, in anyway, the operations, uses and/or businesses at the Landfill without written approval of the Town. Written approval will not be unreasonably withheld. Notwithstanding the foregoing the Operator may assign, sell, dispose, lease or convey to an entity controlling, controlled by or under common control with the Operator without written approval of the Town

Section 7: No Ownership or Control

Nothing in this Agreement shall be constructed to give the Town any "ownership" in the Landfill or any "operator" status as defined in 42 USC 9607(1) or otherwise defined by the courts over the operations of the Landfill.

Section 8: Binding Effect

This Agreement will bind the Town and the Operator, their employees and agents, their respective legal successors and their respective legal assigns. The parties agree that the Landfill under Chapter 144, Wis. Stat., for the purposes of this Agreement, includes the Active Fill Area and the Old Landfill located West of Willard Road and the sedimentation basin proposed to be located in the Support Area East of Willard Road. The parties agree that the ordinance and zoning authority to regulate and control the Landfill have been, in part, waived by this Agreement. Except as waived by this Agreement, the Town has the authority to regulate and control operations, uses, activities and businesses at the Landfill.

Section 9: Retroactive Payment

If this Agreement is executed by all parties except the Operator (Date of Partial Execution) before October 15, 1994, then the Operator shall pay the Town within thirty (30) days of ~~the Date of Partial Execution a retroactive payment equal to~~ twenty-nine (29) cents times the number of tons of Solid Waste the Operator accepted for disposal between April 15, 1994 and the Date of the Partial Execution, subject to the exceptions provide elsewhere in this Agreement.

Section 10: ETZA Text Change Contingency

If the Town is unable to obtain a text change to clarify that the solid waste disposal facility described in the feasibility report submitted on August 3, 1993 to the DNR is permitted pursuant to the extraterritorial application of the Zoning Code of the City of Berlin subject to only those conditions already required by this Agreement within one hundred twenty (120) days of the Date of Partial Execution then the Operator may, in its sole discretion, declare that this Agreement shall not be effective. In such an event, the parties hereby agree to ~~continue~~ to be bound by the agreement executed by the parties on March 4, 1991 as it pertains to current landfilling activities described in Exhibit A as the "Approved Limits of Waste" and the parties shall then continue negotiations under Chapter 144 Wisconsin Stats.

Section 11: Execution By Operator

The operator shall execute the Agreement within ten (10) days of the text change, acceptable⁵⁰ to the Operator, being obtained by the Town and shall forward two (2) executed copies to the Town Clerk.

NEGOTIATING COMMITTEE

By Robert H. Bahn Date 10/14/94
 Robert Bahn

By David N. Jones Date 10/14/94
 David Jones

By Julie E. Jones Date October 14, 1994
 Julie Jones

By Michael Murkley Date 10/14/94
 Michael Murkley

TOWN OF BERLIN

By: Robert H. Bahn Date 10/14/94
 Robert Bahn, Town Chair

By: David N. Jones Date 10/14/94
 David Jones, Supervisor

By: Robert Chikowski Date 10/14/94
 Robert Chikowski, Supervisor

Attest: Bonnie Kline Date 10/14/94
 Bonnie Kline, Town Clerk

WASTE MANAGEMENT
OF WISCONSIN, INC.

BY: Richard L. Ancelet Date 5/22/95
 Richard L. Ancelet, President

[des\berlin8.agr.10-7-94]

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GUARANTY

Waste Management, Inc., an Illinois corporation, as a material inducement to the Town of Berlin's entering into a Landfill Expansion Agreement with Waste Management of Wisconsin, Inc., does hereby guarantee the performance and payment of all of Waste Management of Wisconsin, Inc.'s covenants and obligations therein set forth.

IN WITNESS WHEREOF, Waste Management, Inc. has caused these presents to be executed this 11th day of October, 1994.

GUARANTOR:

WASTE MANAGEMENT, INC.

By: Thomas R. Frank
Thomas R. Frank
Its: Vice President

ATTEST:

By: Dale B. Tauke
Dale B. Tauke
Its: Assistant Secretary

Federal I.D. No. 36-3135921

TES.

TOPOGRAPHIC BASE MAP WAS PROVIDED BY AETIOMETRIC ENGINEERING, INC. SHEBOYGAN, WI. FLOWN DECEMBER 20, 1992.

ELEVATIONS ARE BASED ON USGS MEAN SEA LEVEL DATUM.

HORIZONTAL DATUM BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM. FOR CONVERSION PURPOSES:

N 51' 10" 910 +710,000 = N STATE PLANE COORDINATE
E 51' 10" 10 +2,280,000 = E STATE PLANE COORDINATE

EXISTING SITE CONTROL MONUMENTS:
CM-1: 45+99.98N, 80+00.07E, EL=878.86
CM-2: 50+75.00N, 67+99.75E, EL=881.84
CM-131: 53+05.84N, 67+37.52E, EL=867.34

PROPERTY LINE LOCATION BASED ON SITE SURVEY AND DESCRIPTION, DECEMBER 21, 1988 BY SEC DONOHUE

PROPOSED GRADES SHOWN REPRESENT SUBBASE GRADES BOTTOM OF CLAY LINER.

ADDITIONAL EXCAVATION IS REQUIRED BELOW GRADES SHOWN AT PIPE LOCATIONS.

GRADES SHOWN WITHIN THE APPROVED LIMITS OF WASTE REPRESENT FINAL GRADES INCLUDING THE VERTICAL EXPANSION.

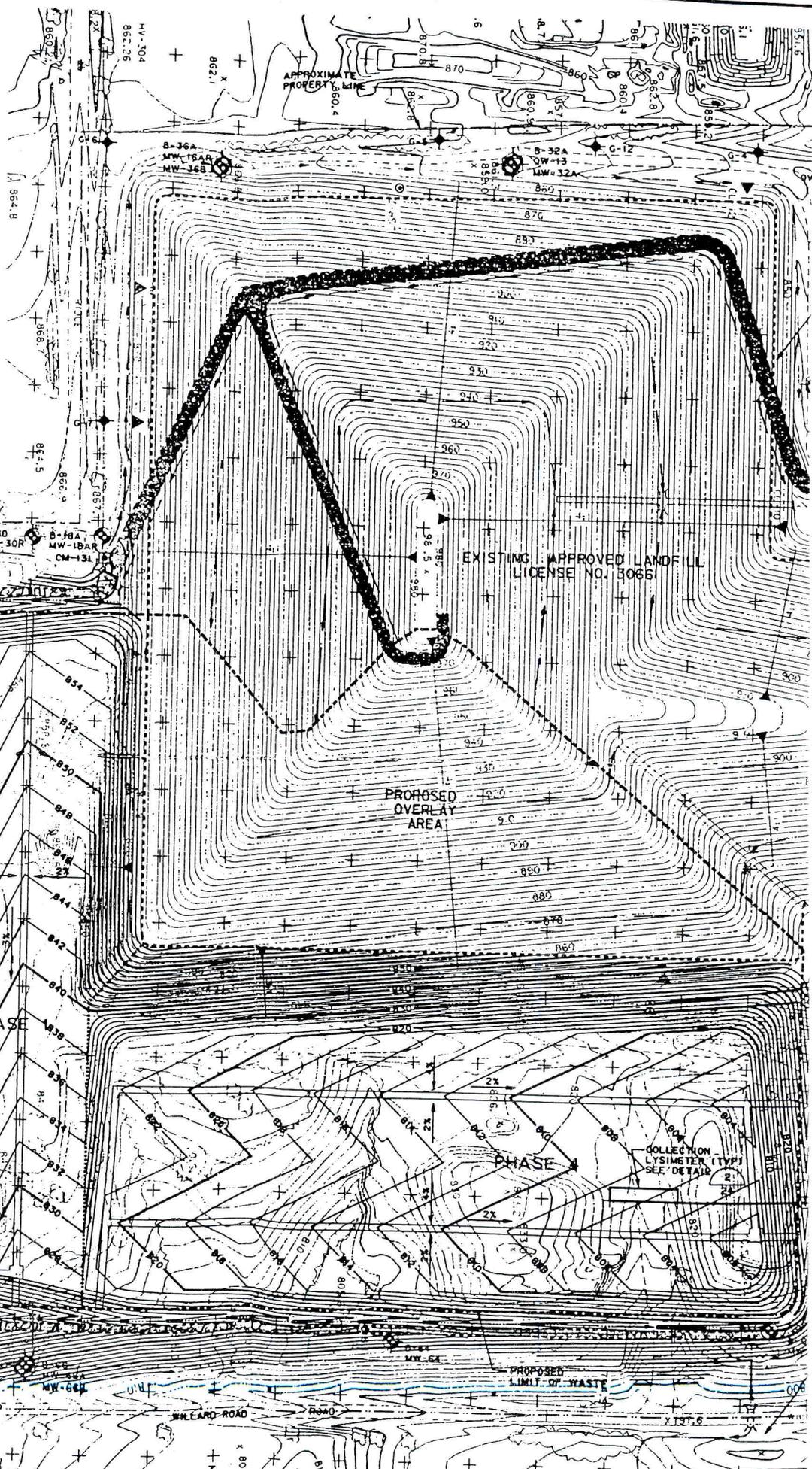
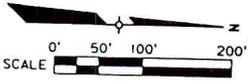


EXHIBIT C



GENERATOR'S WASTE PROFILE SHEET INSTRUCTIONS

Information on this form, is used to determine if the waste may be transported, treated, stored or disposed in a legal, safe, and environmentally sound manner. This information will be maintained in strict confidence. Answers must be provided for all sections of this form, and must be printed in ink or typed. A response of "NONE," or "NA" (not applicable) can be made, if appropriate. If additional space is needed, indicate on the form that additional information is attached, and attach the information to the Generator's Waste Profile Sheet. If you have questions concerning this form, please contact Contractor's sales representative.

PART A. WASTE GENERATOR INFORMATION

1. GENERATOR NAME – Enter the name of the facility where the waste is generated.
2. SIC CODE – Enter the 4-digit Standard Industrial Classification Code for the facility where the waste is generated.
3. FACILITY ADDRESS – Enter the street address (not P.O. Box) of the facility where the waste is generated.
4. GENERATOR CITY, STATE – Enter the city and state where the waste is generated.
5. ZIP/POSTAL CODE – Enter the generating facility's zip or postal code.
6. GENERATOR STATE ID – Enter the identification number issued by the state to the facility generating the waste (if applicable).
7. TECHNICAL CONTACT – Enter the name of the person who can answer technical questions about the waste.
8. PHONE – Enter technical contact's telephone number.

PART B. WASTE STREAM INFORMATION

1. NAME OF WASTE – Enter a name generally descriptive of this waste (e.g., paint sludge, contaminated soil, incinerator ash, untreated medical waste, friable asbestos, fluorescent bulbs).
2. PROCESS GENERATING WASTE – List the specific process/operation or source that generates the waste (e.g., paint spray booth, spill clean up, incineration of municipal refuse, asbestos removal, building maintenance).
3. AMOUNT/UNITS – Enter the amount and frequency of waste that will be generated and transported. Use appropriate units to describe this volume (e.g., cubic yards, gallons, kilograms, pounds).
4. WASTE TYPE – Based upon reading the Contractor's Definition of Special Waste that is included in section B.5 of these instructions, determine whether your waste is a "Type A Special Waste" or a "Type B Special Waste". Indicate the proper response in the space provided.
5. SPECIAL HANDLING INSTRUCTIONS/SUPPLEMENTAL INFORMATION – For all wastes, describe any special handling requirements and any additional information that you feel would assist in determining the proper method(s) for transportation, treatment, storage, and disposal of the waste. For Type B Special Waste, provide the "supplemental information" requested after each applicable definition.

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

- a. "Special Waste" means Type A or Type B Special Wastes as defined below.
- b. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - i. A waste from an industrial process.
 - ii. A waste from a pollution control process.
 - iii. A waste containing free liquids.
 - iv. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in i.-iii., or v.-vii. of this definition.
 - v. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or wastes listed in i.-iv., vi., or vii. of this definition.
 - vi. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
 - vii. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.



c. "Type B Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:

- i. **Commercial products or chemicals which are off-specification, outdated, unused, or banned.** Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.
 - RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the the container or inner liner (for containers $>$ 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.
 - Containers which once held pesticides regulated under FIFRA must be emptied according to label instructions.

Supplemental Information – List the commercial product or chemical and include the proper waste identification code (if applicable) for that material. List whether the commercial product or chemical has been banned, if so, why and by what agency. List whether the commercial product or chemical is off-specification and why. Attach copies of the most current Material Safety Data Sheets, if they exist. Indicate the current state of the waste (e.g. sludge, liquid, solid).

- ii. **Untreated medical waste – Any waste capable of inducing infection due to contamination with infectious agents from bio-medical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory.** Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.

~~**Supplemental Information** – List the source from the list above. List the specific waste type(s) and include appropriate warnings for the handling of these wastes. Indicate any special requirements for the labeling, packaging and storage of these waste types.~~

- iii. **Treated medical waste – Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste".

Supplemental Information – List the source from the list above. Specify how the waste was treated.

- iv. **Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.**

Supplemental Information – Indicate the physical state of the waste (e.g., liquid, sludge, solid). List the specific source(s) (e.g., septic tank pumpings from hotel) of the waste and indicate whether there are any industrial discharges incorporated into the waste. Indicate whether or not a commercial laundry cleans clothing that may be contaminated with chemicals from an industrial facility. List the types of vehicles cleaned at car washes. Include a statement that indicates whether the interiors of any truck, or the exteriors of bulk chemical or waste tank trucks are washed.

- v. **Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).**

Supplemental Information – List the specific equipment removed from service and any additional information pertaining to the chemical contained in that equipment, including type, concentration and volume.

- vi. **Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.** Chemicals or residues removed or drained from such equipment or facilities are “Type A Special Wastes”.

Supplemental Information – List the waste type(s) (e.g., piping, pumps, tanks) and the process type(s) from which they came. Indicate whether there are residuals contained in the process equipment. Describe the process used to decontaminate the equipment and list any chemicals or mixtures of chemicals that were used in the cleaning process. Attach a copy of the most current Material Safety Data Sheets for each of the chemicals used in the original process, the end product of the process, and the chemicals or mixtures of chemicals used in the cleaning process. Indicate whether this waste is contaminated with asbestos or asbestos insulation.

6. **INCIDENTAL AMOUNTS OF SPECIAL WASTE** – The Contractor recognizes that many customers will produce some “Special Waste,” as defined above. Incidental quantities of special waste (i.e., quantities that do not materially change the physical or chemical identity of the load or make it hazardous waste), do not require the customer to sign a Generator’s Waste Profile Sheet. However, the customer must identify the type and amount of special wastes which will be provided to the Contractor in incidental amounts for review and approval prior to management.

PART C. TRANSPORTATION INFORMATION

1. **METHOD OF SHIPMENT** – Indicate the anticipated method of shipment by checking the appropriate box.
~~2. SUPPLEMENTAL SHIPPING INFORMATION~~ – Enter any additional shipping information.

PART D. PHYSICAL CHARACTERISTICS OF WASTE – If Part B.4 was checked “Type B”, go directly to Part H.

1. **COLOR** – Describe the color of the waste (e.g., blue, transparent, varies).
2. **ODOR** – **DO NOT SMELL THE WASTE!** If the waste has a known incidental odor, then describe it (e.g., acid, pungent, solvent, sweet).
3. **PHYSICAL STATE** – If the four boxes provided do not apply, a descriptive phrase may be entered after “Other” (e.g., gas).
4. **LAYERS** – Check all applicable boxes. Multi-layered means more than two layers (e.g., oil/water/sludge). Bi-layered means the waste is comprised of two layers which may or may not be of the same phase (e.g., oil/water, solvent/sludge). Single phased means the waste is homogeneous.
5. **SPECIFIC GRAVITY** – indicate the range. The specific gravity of water is 1.0. Most organics are less than 1.0. Most inorganics and paint sludge are greater than 1.0.
6. **FREE LIQUIDS** – Check “YES” if liquid is usually present when packaging for shipment and estimate the percent of liquid volume. CHECK “NO” if there are no free liquids as determined by the Paint Filter Test (Method 9095 of SW-846) or direct observation.
7. **pH** – Indicate for liquid portions of the waste. Check the appropriate boxes which cover the pH of the waste. Use the “Range” space if appropriate. For solid or organic liquid wastes, indicate the pH of a 10% aqueous solution of the waste if applicable. Check “NA” for non-water soluble materials (e.g., foundry sands).
8. **FLASH POINT** – Indicate the flash point obtained using the appropriate testing method.



PART E. CHEMICAL COMPOSITION

1. List all organic and/or inorganic components of the waste using **special chemical names**. If trade names are used, attach Material Safety Data Sheets or other documents which adequately describe the composition of the waste. For each component, estimate the range (in percents) in which the component is present. In addition, indicate whether any of the TCLP constituents are present in the waste. The total of the maximum values of the components must be greater than or equal to 100% including water, earth, etc.
2. If this waste contains PCBs, cyanides, sulfides, or Phenols, indicate the concentration(s). If this waste does not contain these constituents, indicate by checking the "NO" box(es) which applies. If the concentration of these constituents is unknown, please indicate "UNK" under "ACTUAL."

PART F. SAMPLING SOURCE – Describe exactly where the sample was taken (i.e., drum, lagoon, pond, tank, etc.).

PART G. REPRESENTATIVE SAMPLE CERTIFICATION – This section only needs to be completed when providing a waste sample to Contractor for testing.

Some Special Wastes require analytical data to determine their chemical composition, regulatory status, and if they are acceptable for transportation, treatment or disposal. The sample should be collected in accordance with "Test Methods for the Evaluation of Solid Waste, Physical/Chemical Methods," SW-846, USEPA, and/or 40 CFR 261.20(c), or equivalent rules. A suitable sample container for most wastes is a wide mouth glass bottle with a plastic cap having a non-reactive liner. Plastic containers are recommended for strong caustics or fluorides. The sample must be packed and shipped in accordance with U.S. DOT regulations and any specific requirements imposed by the carrier. Improperly packaged samples may be disposed upon receipt.

1. **PRINT SAMPLER'S NAME** – Enter the sampler's name.
2. **SAMPLE DATE** – Enter the date that the sample was collected.
3. **SAMPLER'S TITLE** – Enter the sampler's title.
4. **SAMPLER'S EMPLOYER** – Enter the name of the sampler's employer.
5. **SAMPLER'S SIGNATURE** – The sampler must sign in the space provided.

PART H. GENERATOR CERTIFICATION – By signing this Generator's Waste Profile Sheet, the Generator certifies that the statements in Nos. 1-8 are true and accurate with respect to the waste streams listed.

7. **SIGNATURE** – An authorized employee of the Generator must sign this Generator's Waste Profile Sheet.
8. **TITLE** – Enter employee's title.
9. **NAME** – Enter employee's name.
10. **DATE** – Enter the date signed.

KEEP A COPY OF THIS GENERATOR'S WASTE PROFILE SHEET FOR YOUR RECORDS. SEND THE ORIGINAL AND ALL ATTACHMENTS TO THE CONTRACTOR'S SALES REPRESENTATIVE.

F. SAMPLING SOURCE (Omit for Type B) (e.g., Drum, Lagoon, Pit, Pond, Tank, Vat) _____

G. REPRESENTATIVE SAMPLE CERTIFICATION (Omit for Type B)

1. Print Sampler's Name: _____ 2. Sample Date: _____

3. Sampler's Title: _____

Sampler's Employer (if other than Generator): _____

The sampler's signature certifies that any sample submitted is representative of the waste described above pursuant to 40 CFR 261.20(c) or equivalent rules.

5. Sampler's Signature _____

H. GENERATOR CERTIFICATION

By signing this profile sheet, the Generator certifies:

1. This waste is not "Hazardous Waste" as defined by USEPA and/or state regulation.
2. This waste does not contain regulated radioactive materials or regulated concentrations of PCB's (Polychlorinated Biphenyls).
3. The waste does not contain regulated concentrations of the following pesticides and herbicides: Chlordane, Endrin, Heptachlor (and it's epoxide), Lindane, Methoxychlor, Toxaphene, 2, 4-D, or 2, 4, 5-TP (Silvex).
4. The waste does not contain halogenated compounds such as: tetrachloroethylene, trichloroethylene, methylene chloride, 1, 1, 1-trichloroethane, carbon tetrachloride, chloroform, ortho-dichlorobenzene, dichlorodifluoromethane, 1, 1, 2-trichloro-1, 2, 2-trifluoroethane, trichlorofluoromethane, 1, 1-dichloroethylene, and 1, 2-dichloroethylene at greater than 1% (10,000ppm) total solvent concentration. This listing includes any combination of the above named halogenated compounds where the total concentration or the sum of the concentrations of the individual compounds exceed 1% or 10,000 ppm on a weight to weight basis.
5. This sheet and the attachments contain true and accurate descriptions of the waste material. All relevant information regarding known or suspected hazards in the possession of the Generator has been disclosed.
6. The Generator has read and understands the Contractor's Definition of Special Waste included in Part B.5. of the attached instructions form. All types and amounts of special wastes provided in incidental amounts have been identified in section B.6. of this form.
7. The analytical data presented herein or attached hereto were derived from testing a representative sample taken in accordance with 40 CFR 261.20(c) or equivalent rules.
8. If any changes occur in the character of the waste, the Generator shall notify the Contractor prior to providing the waste to the Contractor.

9. Signature _____ 10. Title _____

Name (Type or Print) _____ 12. Date _____

NOTE: Omit sections D., E., F., and G., for Type B waste.

Comments:

EXHIBIT D

SOLID WASTE RULES

CONTRACTOR will establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the refuse service requirements contained in the ordinances and regulations of the MUNICIPALITY, and any future amendments and the further provisions of this agreement. The CONTRACTOR shall provide not less than the following prescribed type and level of services to-wit:

- a. Residential service every other week per residential customer, with said collection occurring between the hours of 7:00 a.m. and 5:00 p.m.;
- b. Collection of garbage and trash meeting MUNICIPALITY specifications, to be contained either in cans or bags; not to exceed 50# per item. Specifically excluded from the obligations of the CONTRACTOR to pick up are any trash or waste generated by a building contractor in the construction or remodeling of structures. Also, specifically excluded are white goods, yard waste, lead acid batteries, waste oil and all items banned from landfills under NR544.
- c. Clean-up of spillage caused by CONTRACTOR'S operation;
- d. Disposal at state approved disposal site of all materials collected as aforesaid.

This service shall be exclusive between the MUNICIPALITY and the CONTRACTOR in regard to residential service.

4. VEHICLE MARKING AND INDEMNIFICATION: All vehicles and equipment used by the CONTRACTOR for the collection and transportation of garbage and trash shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the CONTRACTOR'S name in letters not less than two (2) inches in height.

RECYCLABLE COLLECTION RULES

Materials to be recycled and how to handle them:

1. Newspapers and cardboard should be bundled or bagged. Please place them on top of the container or along side, depending on the amount of recyclables in the bin.
 - A. Magazines, junk mail, and cardboard are accepted.
 - B. Cardboard should be broken down and bundled.
 - C. Do not place newspapers on bottom of bin.
2. Glass jars and bottles, clear or colored, should be rinsed out to prevent odor problems and spilling.
 - A. Labels and covers may be left on.
 - B. Glass, such as light bulbs, window glass, drinking glasses, and dishes are not recyclable.
3. Tin--labels are encouraged to be removed. Cans should be rinsed to prevent odor problems.
 - A. It is helpful to cut both ends out of the cans and crush them to save space.
 - B. Large metal items will not be accepted.
4. Aluminum cans should be rinsed and also crushed to help save space.
5. Plastics #1, #2, #3, and #5 (soda bottles, milk bottles, detergent bottles).
 - A. If in doubt, please check the bottom of the bottle for the recycling symbol and the numbers 1, 2, 3, or 5.
 - B. Plastic bags are not recyclable.
 - C. It is a must to rinse residue from plastic bottles.
 - D. Please remove caps from all bottles.

Hopefully this will help you identify items that are recyclable. If you should like any other questions answered, please call us at 1-800-782-4331.

EXHIBIT E

EXHIBIT E

The Operator, from the execution of this Agreement until Closure, agrees to maintain a seedling tree planting program in which 1,000 evergreen variety of trees will be planted annually. This planting program will include the perimeter of any property owned by the Operator which is contiguous to the Landfill operation. All such seedling which are not consumed by the planting program will be made available to residents of the Town of Berlin.

AGREEMENT TO GUARANTEE PROPERTY VALUE

This agreement ("Agreement") made and entered into on this ____ day of _____, 1994, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Waste Management"), and, residing at (hereinafter "Property Owners" whether one or more).RECITALS

WHEREAS, Property Owners own property in proximity to Waste Management's landfill known as the Valley Trail Recycling and Disposal Facility ("Landfill"); and

WHEREAS, Waste Management desires to expand its current landfilling activities ("Expansion") and has, pursuant to Section 144.445 Wis. Stats., undertaken negotiations with the members appointed to a local negotiating committee ("Local Committee") regarding the Expansion; and

WHEREAS, the Local Committee has advised Waste Management it has a concern about the preservation of property values of certain parcels of real property located in proximity to the Expansion; and

WHEREAS, the parties to this Agreement desire to address these concerns.

IT IS HEREBY AGREED AS FOLLOWS:

1. WASTE MANAGEMENT'S GUARANTY. Subject to the conditions and in accordance with the procedures set forth herein, at the Property Owners' option, Waste

EXHIBIT F

Management shall purchase the Property from the Property Owners if the Property Owners are unable, after following the procedure set forth herein, to sell the Property for at least the Guaranteed Price (as this term is defined herein). Alternatively, Waste Management shall pay the Property Owners, subject to the conditions set forth herein, the difference between the selling price approved by Waste Management and said Guaranteed Price. The payment of the difference shall be paid to the Property Owners in cash at the time the Property is sold to the third party who has agreed to pay the selling price.

2. EFFECTIVE DATE OF AGREEMENT. This Agreement, when signed, shall become effective and binding on Waste Management only upon the occurrence of all of the following:

- a. A written agreement being negotiated by the Local Committee appointed by the Town of Berlin ("Town") pursuant to Section 144.445(7), Wis. Stats. and Waste Management;
- b. The Town executing said written agreement;
- c. The issuance of all necessary licenses, approvals, permits, etc., if any, as may be required by the Town of Berlin and Zoning Ordinances of the City of Berlin made applicable by the exercise of extraterritorial zoning authority to permit Waste Management to establish and operate the Expansion pursuant to the aforesaid agreement; and
- d. The issuance by the Wisconsin Department of Natural Resources ("DNR") of a license to Waste Management for the Expansion described in Waste Management's Feasibility Report for the Expansion submitted on August 3,

1993 to DNR (provided the license is for at least 4.5 million cubic yards of Solid Waste and daily cover).

The Agreement shall remain binding upon the parties until Waste Management's obligations are terminated pursuant to the provisions set forth in Section 9 below.

The Property Owners further agree not to commence or undertake any action, litigation, petition, request for hearing, judicial or administrative review of proceedings with regard to attempts by Waste Management to obtain all required licenses and permits necessary for the establishment and operation of the Expansion. In the event the undersigned Property Owners engage in any of the above activities with regard to the aforesaid applications, this Agreement shall become null and void and neither party shall have any further obligations under same.

3. DETERMINATION OF "GUARANTEED PRICE". In the event the Property Owners wish to exercise the guaranty set out in Section 1, the Property Owners and Waste Management shall, during the 10 days following receipt by Waste Management of the Property Owners' written notice of their intent to exercise the guaranty, attempt to agree upon the value of the Property. If mutual agreement is reached within said 10 days, the agreed value shall, for the purposes of this Agreement, be known as the Guaranteed Price. Following the procedure of Section 4, the Property Owners shall advertise or list the Property for an asking price equal to or greater than the Guaranteed Price.

If the parties are unable to agree as to the value of the Property during said 10 day period, then the Property Owners shall hire, at their expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- a. Assume that no landfilling activities are or will be undertaken at the Expansion;
- b. Any comparables selected by the appraiser shall be located a sufficient distance away from the Expansion so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Expansion;
- c. The use of the Property on January 1, 1993 shall be conclusively deemed by the appraiser to be the highest and best use of the Property; irrespective of the zoning classification of the Property;
- d. A full narrative appraisal shall be prepared;
- e. The appraisal shall be prepared in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which are specifically preempted by these instructions; and
- f. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.

The appraiser shall provide a copy of the written appraisal report to Waste Management and the Property Owners immediately upon its completion. If Waste Management accepts the appraised value this shall be the Guaranteed Price and the Property Owners shall attempt to sell their Property in either of the two ways described in Section 4 at an asking price equal to or greater than the Guaranteed Price.

If Waste Management does not accept the appraised value as the value of the Property it shall within 7 days of receipt of Property Owners appraisal report retain, at its own expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property, in accordance with instructions a-f above, and provide a written report within 30 days of such retention. The appraiser shall provide a copy of the written appraisal report to Waste Management and the Property Owners immediately upon its completion. The arithmetic average of the two appraised values shall be the Guaranteed Price. The Property Owners shall then attempt to sell their Property in either of the two methods described in Section 4, at an asking price equal to or greater than the Guaranteed Price.

Notwithstanding the foregoing, if either the Property Owners or Waste Management does not accept the arithmetic average of the appraised values as the value of the Property; then the non-accepting party or parties may, within 7 days of receipt of the written appraisal report of the Waste Management appraiser, instruct the two previously selected appraisers to choose and promptly retain a third qualified professional appraiser to determine the fair market value of the Property in accordance with instructions a-f above, and to provide a copy of the written appraisal report to both parties within 30 days of such retention. The arithmetic average of the three appraisals shall be the Guaranteed Price. The Property Owners shall attempt to sell their Property in either of the two methods described in Section 4, at an asking price equal to or greater than the Guaranteed Price. The appraisal fee for the third appraiser shall be paid by Waste Management.

For the purpose of this section, "qualified professional appraiser" shall mean a person who is: (1) not related to the Property Owners, (2) licensed as an appraiser by the State of Wisconsin, and (3) is a member of at least one national appraisal association.

4. OFFERING FOR SALE. In the event that the Property Owners wish to exercise the guaranty set out in Section 1, they shall notify Waste Management of same in writing by certified mail and thereafter they shall make a good-faith effort to sell the Property for a cumulative period of two hundred and seventy (270) days. This good faith effort to sell can be made in either of the following two ways or in any combination thereof: (1) the Property Owners may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) they may enter into a residential listing contract with a licensed real estate broker. Both Waste Management and the Property Owners shall act in good faith concerning the sale of the Property at a price at least equal to the Guaranteed Price.

If the Property Owners elect for all or any portion of the 270 day period to attempt to sell their Property themselves, they shall place a "For Sale" sign on the Property and shall advertise the Property for sale in the classified section of the Oshkosh Northwestern and/or the Berlin Journal not less than once per week during any portion of the cumulative 270-day period that they are attempting to sell the Property themselves. Waste Management may, at its expense, supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owners elect to use a broker, they shall give Waste Management seven (7) days written notice by certified mail of the broker whom they wish to retain before signing a listing contract with the Broker. The broker shall be (1) licensed as

a broker in Wisconsin, (2) unrelated to the Property Owners, (3) a member of a Board of Realtors Multiple Listing Exchange which lists property in Green Lake County, if such an exchange exists at that time, and (4) obligated to use his or her reasonable best efforts to market the Property. Any objection or claim by Waste Management that the broker does not satisfy the above four criteria shall be waived unless Waste Management, within 7 days of said written notice from Property Owners, provides its written specification of which of said four the broker does not satisfy.

Said listing contract or contracts shall extend for all of that portion of the cumulative period of 270 days that the property owners elect not to attempt to sell the property themselves and shall specifically provide: (1) that the broker(s) shall list the Property in the multiple listing exchange for Green Lake County, if such an exchange exists at the time of execution of the listing contract and shall agree to keep the Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, (2) that no broker shall be entitled to any commission or other payments whether for broker's costs or otherwise in the event Waste Management purchases the Property at any time after the expiration of the listing contract and (3) that no broker shall be entitled to a commission on the amount paid by Waste Management pursuant to the procedure of Section 5 of this Agreement. The Property Owners shall cooperate with the broker(s) in obtaining a purchaser pursuant to the terms as set out in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the terms of the listing Agreement. No provision hereunder shall be construed to grant Waste Management any option to

purchase or right of first refusal as against any potential third party purchaser during the term of the listing contract.

5. OFFERS TO PURCHASE. The Property Owners agree to provide Waste Management with a copy of every Offer to Purchase which they receive for their Property and agree not to accept any Offer until Waste Management has given its approval; notwithstanding the foregoing, the Property Owner shall not be required to obtain such approval if the purchase price in the Offer equals or exceeds the Guaranteed Price. Waste Management may not withhold its approval for any reason other than price. Waste Management may approve of an Offer to Purchase at a price below the Guaranteed Price. In such event, Waste Management shall pay the Property Owners at the closing, the difference, if any, in cash between the selling price set out in the Offer to Purchase and the Guaranteed Price.

Waste Management may request that the price set out in the Offer to Purchase, if less than the Guaranteed Price, be countered as to price, and in the event that the potential buyers accept the Counter Offer, Waste Management shall pay the Property Owners at the closing, the difference, in cash, between the selling price set out in the Counter Offer and the Guaranteed Price.

6. WASTE MANAGEMENT TO PURCHASE THE PROPERTY AFTER 270 DAYS. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 4 for a cumulative period of at least 270 days, then the Property Owners may request, in writing, that Waste Management purchase their Property. However, Waste Management shall have no obligation to purchase the Property until at least 270 days

after the issuance by the Wisconsin Department of Natural Resources of a license to Waste Management for the Expansion and the issuance of all necessary approvals, permits, etc. as maybe required by the Town of Berlin and the Zoning Ordinances of the City of Berlin made applicable by the exercise of its extraterritorial zoning authority to establish and operate the Expansion.

It is the intention of Waste Management to avoid panic selling prior to the licensing of the Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that Waste Management receives the required licenses, permissions and approvals for the Expansion, will not be considered in meeting the requirement for sales attempts for 270 days. Upon request, Waste Management will notify the Property Owners in writing of the date when it has received the required licenses, permission and approvals for the Expansion.

Property Owners shall provide proof of advertising of the Property for sale or a copy of the listing contract(s) and an affidavit of their good-faith attempts to sell said Property. Provided the Property Owners have complied with the foregoing procedure, Waste Management shall purchase the Property at the Guaranteed Price, subject to the conditions set out in Sections 7 and 8 below.

7. EVIDENCE OF TITLE. Within fifteen (15) days after providing such proof of advertising, copies of listing contract(s) and the affidavit, Property Owners shall provide Waste Management a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the name of Waste Management in the amount of the Guaranteed Price. After receipt of such commitment, Waste Management shall have thirty (30) days to notify the

Property Owners of any defects in title which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured and Waste Management is unwilling to waive the same, then Waste Management shall have no obligation to purchase the Property.

8. DOCUMENTS REQUIRED FOR CLOSING; PRORATIONS; CLOSING COSTS. In the event that the Property Owners have merchantable title, the closing shall occur within 60 days after the Property Owners provide such title or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey the Property to Waste Management by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances; recorded easements; recorded building and use restrictions and covenants. Property Owners shall warrant and represent that they have neither notice nor knowledge of any:

- a. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or

conditions affecting the property; all except for any materials or conditions which are caused by Waste Management.

d. Wetland and shoreland regulations affecting the property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: title insurance premium, real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to the liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen, if any, who have provided services or materials for the Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated based upon the real estate taxes assessed and levied for the prior year and if the residential Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvement, plus the percentage of the taxes which approximates the percentage of the land comprising the Property compared to the total land included in the tax parcel. The Property Owners shall be responsible for and shall pay all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to Waste Management at closing. Prior to closing the Property Owners shall give Waste Management, or its agent, the right to inspect the property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of the closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall be presented to the Property Owners prior to closing; or such claim shall be waived. Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the Guaranteed

Price or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or cost thereof.

9. TERMINATION OF WASTE MANAGEMENT'S OBLIGATIONS. This Agreement shall terminate and Waste Management shall have no further obligations under this Agreement upon the occurrence of all of the following events: (i) waste is no longer being disposed of at the Expansion; (ii) Waste Management serves notice of the same upon the Property Owners; and (iii) the Property Owners do not notify Waste Management of their exercise of the guaranty granted in Section 1 within 120 days after service pursuant to (ii) above. The notice under (ii) above shall be served in the same manner as required for a summons under Ch. 801, Wis. Stats. and shall inform the Property Owners of guarantee and termination provisions hereunder. Upon timely notice of their exercise of the guaranty by the Property Owners, the terms of this agreement shall remain in full force and effect and the Property Owners are hereby granted the time necessary to utilize the procedures of this Agreement. Specifically, the Property Owners are hereby granted the time necessary to comply with the 270 day period set forth in Section 4.

For the purpose of this Agreement "waste is no longer being disposed of" shall occur at the earliest of the following dates: (1) the disposal of waste at the Expansion has been permanently terminated as the result of an order, judgment or decree issued by a federal, state or local agency, court or unit of government having jurisdiction under Administrative Code, Statute, Law, or Ordinances; (2) any agency having jurisdiction fails to issue or revokes any license, permit, or approval needed by Waste Management to operate the Expansion; (3) the Expansion has reached its design capacity approved by the DNR in the original Plan of

Operation for the Expansion, as may be modified during the life of the Expansion, or (4) Waste Management voluntarily elects to permanently cease disposing of waste at the Expansion despite the fact that there is remaining capacity.

10. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise transferred by the Property Owners. The guaranty given by Waste Management to guarantee the value of the Property and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, jointly and severally, and may be transferred or assigned from one to the other, and inures to the benefit of their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 9.

11. It is expressly understood that the parties, by entering into this Agreement, do not waive any rights they may have at law or at equity except as expressly stated herein and that as to construction or enforcement of this obligation, the laws of the State of Wisconsin shall apply. In addition to any other remedies available, Property Owners shall be entitled to specific performance of this Agreement. The Court may award to the prevailing party its actual, reasonable attorney fees and costs of enforcement of the Agreement, if the Court determines that the position of the non-prevailing party was not substantially justified.

GUARANTOR:

WASTE MANAGEMENT OF WISCONSIN, INC.

BY: _____

TITLE: _____

PROPERTY OWNERS:

10/10/93

[des\61491.]

EXHIBIT G

TO: All Property Owners identified in the Agreement between Waste Management of Wisconsin, Inc. ("Waste Management") and the Town of Berlin ("Town").

RE: Agreement to Guarantee the Property Value to Tax Key No. _____

Sent via certified mail, return receipt requested; No. _____

Dear Property Owners:

As you may know, the Town and Waste Management recently concluded their negotiations and entered into a negotiated agreement (the "Negotiated Agreement") regarding Waste Management's expansion of its landfilling activities in the Town. This expansion will be called the Valley Trail Expansion. Waste Management is currently in the process of seeking a license for the Valley Trail Expansion from the Wisconsin Department of Natural Resources ("WDNR").

The purpose of this letter is to notify you that one of the provisions in the Negotiated Agreement requires Waste Management to offer you an opportunity to enter into an Agreement to Guarantee Property Value ("Agreement") of your property identified above. Accordingly, a Corporate Officer of Waste Management has signed and I have enclosed three (3) duplicated originals of this Agreement for your review and possible signature(s). But Waste Management's obligations does not arise until the WDNR issues Waste Management an Operating License for the Valley Trail Expansion.

If you decide to enter into this Agreement with Waste Management, you must do so within 120 days after your receipt of this letter, or you will lose your right to do so. In order to enter into this Agreement, you must sign two of the enclosed duplicate originals and mail them to Waste Management, Inc. Northern Region Office, W124 N8925 Boundary Road, Menomonee Falls, Wisconsin 53051 or deliver them to the Valley Trail RDF. The third duplicate original of the Agreement should be retained for your files.

To repeat, if you want to enter into this Agreement, you must sign and mail or deliver two duplicate originals of this Agreement within 120 days after your receipt of this letter, otherwise it will be conclusively presumed that you are not interested in entering into this Agreement. If, for some reason, you believe that you need an extension of this 120 day period please send a written request for an extension to Waste Management, Inc., at the above address and state the reason the extension is needed and the length of the extension sought (not to

exceed an additional 120 days). If your request is received during the 120 days, Waste Management will not unreasonable withhold its approval of your request and will promptly, within 10 days of its receipt of any request, advise whether the extension is granted or denied.

If you mail or deliver the Agreements to Waste Management, please also attach a copy of your deed or other document setting forth the full legal description of your property.

After entering into the Agreement, if you decide to sell your property, you must send Waste Management written notice of your decision to sell by Certified Mail to: Waste Management, Inc. Northern Region Office, W124 N8925 Boundary Road, Menomonee Falls, Wisconsin 53051. You must attempt to sell your property for 270 days after the date of that notice.

This Agreement will terminate and Waste Management shall have no further obligations to purchase or guarantee the purchase price of your property when Waste Management is no longer disposing of solid waste at the Valley Trail Expansion. Waste Management is required by this Agreement to give you personal notice when it ceases to accept solid waste for disposal in the expansion. You will have a further 60 days after your receipt of that notice to decide whether or not to attempt to sell your property and take advantage of Waste Management's obligation to purchase or guarantee the purchase price of your property.

By entering into this Agreement, you are not required to sell your property to Waste Management; instead, the Agreement only requires Waste Management to buy your property or to pay the difference between the guaranteed price and the price that it is actually sold for, in the event you decide, in you sole discretion, to attempt to sell your property. Obviously, you will want to carefully review this entire Agreement.

Thank you for your consideration of the foregoing. If you have any questions regarding this agreement, I suggest that you discuss the same with your attorney. Either you or your attorney may contact me at the above address or phone number to discuss Waste Management's obligations under this Agreement.

Sincerely,

Todd Hartman
Division President

Enclosure

TH/lle

**TOWN OF BERLIN/LOCAL COMMITTEE RESOLUTION
SOLID WASTE DISPOSAL FACILITY AGREEMENT
AND RECYCLABLE MATERIAL COLLECTION AGREEMENT**

Whereas the Local Committee was duly appointed pursuant to sec. 144.445 Wis. Stats and has negotiated a Solid Waste Disposal Facility agreement with Waste Management of Wisconsin Inc. (hereafter known as Waste Management), for an expansion of a solid waste disposal facility in the Town of Berlin (hereafter known as the Town) owned by Waste Management.

Whereas, as negotiated, the Local Committee and the Town will be parties to the Solid Waste Disposal Facility Agreement with Waste Management.

Whereas, the Agreement, as negotiated, also provides for no charge recycling material collection to be provided to the Town and to single to four (4) family residents in the Town by Waste Management with a Recyclable Material Collection Agreement between the Town and Waste Management to be an element of the Solid Waste Disposal Facility Agreement.

Whereas, as negotiated, the Town will be a party to the Recyclable Material Collection Agreement with Waste Management members.

Whereas, the Local Committee and the Town Board both have agreed to the elements contained in both Agreements.

Therefore, be it resolved that the Local Committee and Town Board of the Town agree with and approve both agreements with Waste Management and request execution of these agreements forthwith.

Be it further resolved that the Local Committee and the Town both will be parties to the Solid Waste Disposal Facility Agreement and the individual members of both public bodies are by this resolution requested to execute this Agreement forthwith.

Finally, be it further resolved that the Town will be a party to the Recyclable Material Collection Agreement and the Town Board members are requested by this resolution to execute this Agreement forthwith.

ENACTMENT

This resolution and approval of these agreements were individually enacted by a roll call vote of both the Town Board of the Town of Berlin and Local Committee this 14th day of October, 1994, at the Town Hall in the Town of Berlin.

The vote for the approval of the above noted Agreements and this Resolution was by the Local Committee
4 yes 0 no _____ absent.

the vote for approval of the above noted Agreements and this Resolution was by the Town Board of the Town of Berlin
3 yes 0 no _____ absent

	Local Committee Date <u>10/14/94</u>	Town Board	Date <u>10/14/94</u>
By	<u>Julie E. Jones</u>	<u>Robert H. Bah</u>	
		Town Chair	
	<u>Howard H. Jones</u>	<u>Howard H. Jones</u>	<u>10/14/94</u>
		Town Supervisor	
	<u>Robert H. Bah</u>	<u>Bob Chikowski</u>	<u>10/14/94</u>
		Town Supervisor	
	<u>Michael Munkley</u>	_____	
Attest	<u>Bonnie Kline</u>		
	Town Clerk		

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TOWN OF BERLIN RESOLUTION
Designated Fund

Whereas, the Local Committee, as established under sec. 144.445 Wis Stats, has agreed with Town of Berlin (hereafter call the Town) to a Solid Waste Disposal Facility Agreement (hereafter called the Agreement) with Waste Management of Wisconsin, Inc.(hereafter called Waste Management), regarding a landfill expansion;

Whereas, the Town Board of the Town of Berlin (hereafter called Town Board) has reviewed the Agreement with the Local Committee;

Whereas, the Town Board of the Town of Berlin believes that the Town of Berlin should approve this agreement and that the Town be a party to this Agreement.

Whereas, the Town Board also believes that a certain amount of the tippage payments to be received as payment by the Town from Waste Management, as an element of the Agreement, should be encumbered, designated and allocated for placement to a separate and allocated Town public fund with a separate deposit account established by the Town Board;

Whereas, the Agreement requires that the Town Board designate to Waste Management, the designated and allocated Town public fund for these payments to the Town;

Therefore, be it resolved, that the encumbered, designated and allocated public fund, for payments by Waste Management to the Town under the Agreement is designated as the "Town of Berlin School Property Tax Relief Fund" with the payments by Waste Management to be sent to the Town of Berlin Treasurer for deposit in an established depository.

Be it further resolved, that this encumbered, designated and allocated public fund of the Town shall receive on a monthly basis no more than one-twelfth (1/12) of the total amount in dollars that equates to a two mill levy on the existing annual equalized value of all real property in the Town of Berlin that is not exempt from Town property taxation. Any remainder due the Town from Waste Management shall be paid by Waste Management to the Town Treasurer with these amounts to be placed in the Town General Fund and not in the designated and allocated Town public fund note herein.

Be it further resolved, that the Town Treasurer shall by August 1st of each year, beginning in August 1995, provide the Town Board with a status report of the current condition of the "Town of Berlin School Property Tax Relief Fund" or any other later encumbered, designated and allocated named Town public fund.

Be it further resolved that the Town Board may annually, commencing in 1995, by November 1st of each year, establish following the procedure noted below any amounts (increase or decrease) to be placed in the fund, if changed, amend the amounts (increase or decrease) to be appropriated from the designated and allocated public fund, if changed, designate and allocate the purposes of the expenditures, if changed, and establish the time when the funds will be expended, if changed. The Town Board may also terminate the fund and then allocate and appropriate the money as unencumbered reserve to be placed in the Town General Fund or as encumbered reserve to be placed in another encumbered designated, and allocated Town public fund.

Be it further resolved, that the Town Board does by this Resolution designate the above amounts to be placed in the encumbered, designated and allocated Town of Berlin School Property Tax Relief Fund, by Waste Management commencing Jan. 1, 1995 and does establish these amounts to be and encumbered and appropriated in the 1995 Town of Berlin budget with the appropriation and purpose to reduce or limit the growth of the 1995 Town K-12 school property tax levy within the Town and with the expenditure by the Town to be timely made by the Town Treasurer to allow for such school property tax reductions. The depository for the account shall be

Be it further resolved, that the Town Board annually, unless amended or terminated, shall establish a separate named allocated public fund line in the Town annual budget and shall name, appropriate this named fund as an allocated and encumbered reserve. The money within this fund shall now be named and described in the Town annual budget as the "Town of Berlin School Property Tax Relief Fund."

Finally, be it resolved that the amounts, purposes and times for the expenditure from the encumbered, designated and allocated public Town fund shall not be changed as noted above without a two-thirds majority vote of all members of the Town Board of the Town with the vote to be taken only after a public hearing in the Town. The hearing shall be held by the Town Board to discuss any recommended or possible amendments, or changes in the fund or to discuss recommended or possible termination of the fund. No vote shall be taken by the Town Board until an advisory referendum of the residents has been completed which will contain specific questions regarding appropriate approvals for specific amendments, changes or termination of the fund, part of the fund, or any specific appropriation of the money from the fund. The referendum questions shall be prepared and published by the Town Board. Any public hearing shall be held only upon a Class I Notice and then only with a quorum of the Town Board members present.

Enactment This Resolution was adopted by a two-thirds vote or more of all Town Board members of the Town of Berlin at a duly and properly called meeting of the Town Board on the 14th of

October 1995. The Town Clerk is ordered by the Town Board to immediately forward this Resolution to Waste Management of Wisconsin Inc. for the purpose of providing the designation of the fund, the amounts to be paid to the Town public fund and the person to receive such fund amounts.

Date

Robert H. Bahr 10/14/94
Town Chair

David R. Jones 10/19/94
Town Supervisor

Bob Clukowski 10/14/94
Town Supervisor

Attested

Bonnie Kline
Town Clerk

Vote

3 yes

0 no

0 absent

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