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AGREEMENT

WASTE FACILITY
SITING BOARD

WHEREAS, Waste Management of Wisconsin, Inc., a Wisconsin corporation, with its principal offices located at W124 N8925 Boundary Road, Menomonee Falls, Wisconsin (hereinafter referred to as "Waste"), has applied to the Wisconsin Department of Natural Resources for approval of an expansion of its solid waste disposal facility located within the City of Franklin, Milwaukee County, Wisconsin ("Expansion") as described in the Feasibility Report and Plan of Operation on file with the Department of Natural Resources ("DNR"); and

WHEREAS, Waste has advised that the establishment and operation of the Expansion would require the extraction of clay from adjoining property and had identified certain property in Section 6 in the Town of Raymond, as a borrow pit ("Borrow Pit") to supply the requisite clay and has made application to the Town of Raymond and Racine County for all necessary approvals; and

WHEREAS, pursuant to the procedures set forth by Wisconsin statutes for the approval of a solid waste disposal facility or expansion thereof, Waste notified the affected municipalities as defined by Wis. Stat. § 144.445 of their rights to partake in the negotiation and arbitration procedures set forth in Wis. Stat. § 144.445 and the following municipal corporations all located within 1,200 feet of the proposed Expansion and the Borrow Pit and existing by virtue of the laws of the State of Wisconsin have qualified to and have indicated, by resolution, their intention partake in the negotiation/arbitration procedure: City of Franklin, Milwaukee County, Wisconsin; Town of Raymond, Racine County, Wisconsin; Town of Norway, Racine County, Wisconsin; County of Racine, Wisconsin; City of Muskego, Waukesha County, Wisconsin; and County of Waukesha, Wisconsin ("Municipalities" or "Affected Municipalities"); and

WHEREAS, the Municipalities have, pursuant to Wis. Stat. § 144.445, appointed members to a local negotiating committee called the Waste Facility Siting Committee (WFSC) and has met with and negotiated with Waste regarding the Expansion and the Borrow Pit.

NOW, THEREFORE, in consideration of the covenants provided for herein, the parties agree as follows:

DEFINITIONS: The "Site" means the Metro Landfill located at 10712 South 124th Street in the City of Franklin, Wisconsin.

A. Term of Agreement.

By this Agreement, Waste shall be permitted by the Municipalities to establish and operate the Expansion and the

Borrow Pit. Except for the provision for the payment of committee expenses previously agreed to by Waste during the course of the negotiations hereunder, this Agreement shall commence and be effective at such time as the Wisconsin Department of Natural Resources issues Waste a license for the Expansion and all necessary approvals, permits, etc., as may be required by the City of Franklin, the Town of Raymond and Racine County to establish and operate the Expansion and the Borrow Pit which are the subject of this arbitration/negotiation procedure are issued or granted to Waste. The Agreement shall continue until formal closure of the Expansion has been accomplished by Waste pursuant to the approved Plan of Operation (as the same may be modified) except as otherwise indicated and agreed to in the following paragraph of this Agreement. The obligations of Waste under Part F of this Agreement shall extend beyond formal closure and shall be in perpetuity. Formal closure for the purposes of this Agreement means the cessation of the acceptance of waste, the placement of the final cap on the Expansion and the provision of vegetative cover on the cap pursuant to the approved Plan of Operation.

Notwithstanding the foregoing, the parties agree that Waste's obligations for each of the subject matter items addressed elsewhere in the Agreement and listed below under the four numbered headings shall commence upon the issuance by the Wisconsin Department of Natural Resources of a license to Waste for the Expansion and the issuance of all necessary approvals, permits, etc., as may be required by the City of Franklin, the Town of Raymond and Racine County to establish and operate the Expansion and Borrow Pit and then shall continue and remain an obligation of Waste until the occurrence of the event described in the numbered heading under which each subject matter item is listed. Waste shall have no obligation under this agreement for these subject matter items after the occurrence of the Event. The subject matter items corresponding numbered headings are as follows:

1. Waste ceases accepting waste for disposal at the Expansion:
 - ◆ emergency disposal limitations
 - ◆ hours of operation
 - ◆ litter pick-up
 - ◆ recycling responsibilities
 - ◆ disposal of residential waste
 - ◆ waste restrictions on type of waste which may be disposed of in the Expansion
 - ◆ purchase agreements with residential property owners, subject to the notice provisions therein

- ♦ compensation paid pursuant to this agreement to Affected Municipalities
2. Expiration of Waste's long-term care obligation for the Expansion as currently defined in Ch. 144 Stats. (1987-88):
- ♦ existence of the monitoring committee
 - ♦ control of odors
 - ♦ annual sampling of the wells selected by the monitoring committee
 - ♦ continuation of well testing required by DNR
 - ♦ maintenance of clay cap including vegetative cover
 - ♦ maintenance of surface water diversions and run-off controls
 - ♦ landscaping
 - ♦ final use
 - ♦ maintenance of any bond or other proof of financial responsibility if required by any state agency or by this Agreement
 - ♦ continue air quality monitoring if required by a state agency or by this Agreement
 - ♦ compliance with applicable local regulations and building codes (excluding zoning ordinances, grading ordinances and landfill operational permits and regulations, as they pertain to the establishment and operation of the Expansion and the Borrow Pit, but not as they pertain to further, other or auxiliary uses of the site, including, but not limited to waste reduction, recycling, composting, cardboard separation, energy recovery and the like; however, the recycling, tire and composting operations described on Exhibit H shall be permitted uses. Notwithstanding the foregoing, the Borrow Pit shall be subject to the conditions set forth on Exhibit J, attached hereto and made a part hereof).
3. Perpetuity. Waste and its successors and assigns shall be responsible for:
- ♦ obligations under Part F. this Agreement
4. Miscellaneous. Waste's obligation to pay compensation to WFSC ceases with the signing of this Agreement.
- B. Monitoring Committee.

Waste will participate in the Monitoring Committee when a resolution, a copy of which is attached hereto as Exhibit A, is adopted by each of the Municipalities.

C. Final Use.

Waste agrees that, at the termination of all landfilling at the Site (which means the current approval, the requested Expansion and any further request for additional expansions which Waste may make) it shall implement, to the extent practicable as dictated by the final site configuration, and maintain the passive recreation facilities as shown in Exhibit B, which exhibit is on file at Franklin City Hall and made a part hereof. Notwithstanding the foregoing the parties acknowledge that such future expansions will be subject under now current law to further negotiations. Hence the parties agree that the final use provided for herein may be modified or amended by subsequent negotiations.

D. Well Water Provisions.

1. Well Sampling. Within six (6) months after execution of this Agreement, Waste will sample the seventy five (75) private wells designated by the Monitoring Committee provided the owner(s) and/or user(s) of each well so identified give written consent, in the form shown in Exhibit C, permitting Waste to sample the well. Further, Waste will annually sample the ten (10) private wells designated by the Monitoring Committee provided the owner(s) and/or user(s) of each well so identified give written consent, in the form shown in Exhibit C, permitting Waste to sample the well. In the event that the owner(s) and user(s) of any well so identified refuse to give Waste written consent, Waste shall advise the Monitoring Committee and the Monitoring Committee shall designate additional wells to reach the required number of wells to be sampled during that year. The results shall be promptly furnished, upon receipt by Waste, to the respective owners of each property tested and to the Monitoring Committee. The samples shall be analyzed for the following parameters:

Field	pH
	Conductivity
	Color
	Odor
	Turbidity
	Temperature
Lab	Total Alkalinity
	Sulfate
	Manganese

Total Iron
Total Hardness
Chloride
VOC's (as are set forth on Exhibit
I)

Waste shall be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a consulting firm selected by Waste and agreed to by the Monitoring Committee.

The samples collected from the wells designated by the Monitoring Committee shall be analyzed by a NR 149, Wis. Adm. Code, certified lab utilizing the following procedure. Waste shall provide the Monitoring Committee with a current list of certified labs which it finds acceptable. The Monitoring Committee shall select one lab from this list and advise Waste of its selection. Waste shall submit all samples collected to that lab providing Waste can negotiate, to its sole satisfaction, an acceptable price from that lab for the analytical work. In the event an acceptable price cannot be negotiated, Waste shall advise the Monitoring Committee and the forgoing procedure shall be used to select another mutually acceptable lab. In the event that Waste finds the price of the analytical work unacceptable, the lab having the lower quoted price shall be utilized. In any event, Waste shall deliver the test results to the Monitoring Committee within 60 days from its receipt of notice of the Monitoring Committee's initial lab selection; the Monitoring Committee shall notify Waste of any second selection within five (5) days of Waste's request for same or any time expired beyond five (5) days shall be added to the 60 day period afforded Waste.

2. Response to Well Contamination.

(a) If Waste, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary drinking water standard as defined in NR 109 or health related Enforcement Standard as defined in NR 140.10 of the Wisconsin Administrative Code, as amended from time to time, then:

(i) Waste shall, upon notice from DNR or the Monitoring Committee, secure a sample from said well and test the same [utilizing the procedure under sub (1)] to confirm the exceedance. Waste shall deliver the test results to the Monitoring Committee within 30 days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented.

If the results of this test do not confirm the exceedance, then Waste shall collect a third sample utilizing the same procedure. Waste shall deliver the test results to the Monitoring Committee within 60 days of said notice. If results of the third sample confirm the exceedance, then the exceedance will be said to have been documented. If the results of the third sample do not confirm an exceedance, then the exceedance will be said not to have been documented.

(ii) If the results of Waste's test under sub paragraph (i) document the exceedance, then Waste shall forthwith deliver, at its sole cost, potable water to residents and livestock residing upon the property and any operating school served by the well and utilizing the same. However, Waste's obligation to provide potable water to livestock shall be contingent upon the City of Franklin selling water to Waste at a cost as is then determined by the Wisconsin Public Service Commission.

(iii) If upon further investigation, including additional testing by Waste, it is determined by DNR that the exceedance is caused by a source other than the landfill, then Waste's obligation to provide potable water will cease.

(iv) In the event the above investigation establishes, to DNR's satisfaction that the landfill is the source of the exceedance, then Waste shall take appropriate measures to provide a permanent potable water supply.

(v) The foregoing procedure of providing water under (ii) upon the detection of an exceedance ("First Response") shall only be binding upon Waste if: (i) the well at which the exceedance was detected is within a one and one-half (1½) mile radius of the proposed Expansion as delineated in the Feasibility Study and (ii) the well owner and tenant, if any, fully cooperates with Waste in the investigation under sub para. (iii) and (iv).

(b) If Waste, DNR, or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of an indicator standard as defined in the table below sub paragraph (ii) , then:

(i) Waste shall upon notice from DNR or the Monitoring Committee, secure a sample from said well and test the same [utilizing the procedure under sub (1)] to confirm the

exceedance. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the exceedance, then Waste shall collect a third sample utilizing the same procedure. If results of the third sample confirm the exceedance, then the exceedance will be said to have been documented. If the results of the third sample do not confirm an exceedance, then the exceedance will be said not to have been documented.

(ii) If an exceedance of one of the parameters listed in the table below is documented as described in sub (i), then Waste shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

<u>Parameter</u>	<u>Standard</u>
Sulfate	400 mg/l
Iron	1.5 mg/l
Manganese	0.1 mg/l
Alkalinity (as CaCO ₃)	1000 mg/l
Hardness (as CaCO ₃)	1000 mg/l
Chloride	NR 140 Enforcement Standard*

* as amended from time to time

E. Purchase Agreements.

For 270 days after the last party signs this Agreement, Waste agrees to enter into Purchase Agreements with the owners of record of all residential and agricultural properties described in Exhibit D to purchase said real property. Said purchase agreement shall be in the form shown in Exhibit E attached hereto. The owner of record may accept or reject said offer. Owners who have not signed a Purchase Agreement within said 270 days shall be deemed to have rejected said offer. Waste shall notify all owners of record as listed on the tax rolls of their rights under this paragraph, by certified mail, return receipt requested, within 30 days of the execution of this Agreement.

Further, in the event that DNR denies either the feasibility report or the plan of operation for the solid waste disposal facility proposed by Emerald Park, Inc. in the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 36 of the City of Muskego and Emerald Park, Inc. and its successors and assigns (collectively "EPI") have exhausted all administrative and judicial reviews and appeals of that denial or EPI has allowed the time for undertaking all administrative and judicial reviews and appeals to expire, then for the next sixty (60) days, the owners of record of all residential and agricultural properties described in Exhibit F may enter into

Purchase Agreements with Waste. Waste shall provide the Monitoring Committee and said owners of record as listed on the tax rolls, by certified mail, return receipt requested, with advance notice of when the sixty day (60) period commences. Owners who have not signed a Purchase Agreement within said sixty (60) days shall be deemed to have rejected said offer. Waste shall have no obligation to purchase any property in Waukesha County and lying west of STH 45 in the event that a license is ultimately issued to EPI or to any other person or entity for a landfill in the S½ of the N½ of Section 36, in the City of Muskego. Further, Waste shall have no obligation to enter into any agreement with EPI or its successors or assigns regarding the purchase of any property owned by EPI, its successors or assigns.

Further, Waste shall have no obligation to purchase any property for which a subdivision plan (preliminary or final) was submitted or the property was otherwise subdivided after February 1, 1987. For the purposes of this Agreement "otherwise subdivided" shall mean any parcel created by a certified survey map or created by a metes and bounds division of a parcel conveyed by a recorded deed.

F. Limitation of Liability for Affected Municipalities, Their Officers, Agents, Employees and Duly-Appointed Committees.

Waste agrees to indemnify and hold harmless the Affected Municipalities, their officers, agents, employees and duly-appointed committees, including the committee under Wis. Stat. § 144.445 and other committees as may be established, for or from any and all liability, loss, claims or damages that they might suffer as a result of any claim, demand, cost or judgment by any person or entity at any time against the Affected Municipalities, their officers, agents, employees or committees arising in any way or as the result of the site, including, but not limited to, the design, siting, construction, transportation to and from, operation, maintenance, control, repair, administration, surveillance, monitoring, closure, long-term care and termination of the site and the treatment, storage and disposal of the solid waste at the site and the negotiations or terms of this Agreement. This obligation is in perpetuity.

Waste also agrees to support, defend and/or reimburse the costs, attorneys fees, damages or other liabilities incurred by the Affected Municipalities, their officers, agents, employees and any duly-appointed committees, including the committee under Wis. Stat. § 144.445 and any other committees as may be established for any proceeding brought by any person or entity at any time to establish that the Affected Municipalities, their officers, agents, employees and any duly-appointed committees, including the committee under Wis. Stat. § 144.445 and any other

committees as may be established for any proceeding that may have liability for any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with the site, including, but not limited to, the design, siting, construction, transportation to and from, operation, maintenance, control, repair, administration, surveillance, monitoring, closure, long-term care and termination of the site; the treatment, storage and disposal of the solid waste at the site and the negotiations or terms of this Agreement. The terms and conditions of this paragraph shall apply from the execution of this Agreement by all parties in perpetuity.

In any legal proceedings resulting from the above two paragraphs, Waste has the right to assert any defense on behalf of a particular municipality, individual or entity which that municipality, individual or entity is legally entitled to. Each municipality, individual or entity seeking to utilize the indemnity of this section subrogates all claims and assigns all rights and defenses to Waste which each may have.

Waste shall hold the City of Franklin and the Town of Raymond harmless for all costs, expenses, claims or damages resulting from an order to pay a share of the amount expended under Section 144.442 Statutes, as amended from time to time, as a result of expenditures due to the site unless the City of Franklin and/or the Town of Raymond, as a municipal entity, is found to be the cause of the pollution which resulted in the order to pay.

G. Operations.

Waste agrees to operate the site in conformity with all local, state and federal laws, not waived hereunder, which may be applicable to the operation of a sanitary landfill and specifically applicable to the Metro site which is the subject of this Agreement. Nothing herein, however, shall preclude Waste from challenging the validity of any local, state or federal regulation which may apply to the site, and Waste specifically reserves the right to use all means available to Waste to be heard as it relates to its concerns over the applicability of statutes, rules and regulations.

In addition to being bound by local, state and federal rules and regulations not waived hereunder, Waste specifically agrees at the Metro site to be bound by the following operational considerations and constraints.

1. Road Maintenance. Waste agrees to maintain Eight Mile Road from its juncture with Highway 45 eastward to a

point 1,320 feet west of 112th Street. The maintenance necessary to maintain the road contemplated herein shall be according to engineering standards in effect for the City of Franklin for roads of a similar type as the road exists at the time of execution of this Agreement. Waste shall be responsible for the maintenance of said road during the time it utilizes the road for any non-refuse disposal trucking or construction vehicle use. Waste shall not, at any time, close said road to public traffic, without the approval of the City of Franklin, Town of Raymond, County of Racine and any other governmental body having jurisdiction thereof. After completion of placement of solid waste in the area which is the subject of this Expansion, Waste shall continue to maintain said road until such time as it no longer uses the road for vehicles used to extract leachate from leachate collection points and transport the leachate from its property onto Eight Mile Road. It is specifically contemplated that, if Waste changes the method of operation utilized at the site and utilizes their front entry for the ingress and egress of leachate collection vehicles, Waste's responsibility for the maintenance of Eight Mile Road shall cease. Waste shall notify all of the affected communities at such time as it elects to cease the utilization of Eight Mile Road.

2. Hours of Operation. The site may be open for the acceptance of solid waste between the hours of 7:00 a.m. and 6:00 p.m. daily Monday through Friday, 7:00 a.m. to 5:00 p.m. on Saturday. On Sunday and on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the site shall not accept waste for disposal except for emergency disposal as provided herein. Notwithstanding the foregoing, Waste may start-up equipment prior to 7:00 a.m.

The foregoing hours of operation shall apply to the construction of the site as well as the acceptance of solid waste. It is specifically understood, however, that nothing herein shall preclude Waste from fulfilling its responsibilities for the maintenance of the site and that, while such things as leachate collection and disposal shall, where possible, be accomplished during normal hours of operation, should the necessity exist for Waste to exceed the normal hours of operation, then Waste shall be allowed to fulfill such operational requirements. Such operational issues as leachate collection, surface water diversion control, methane gas collection and control, and any other requirement contained in the Plan of Operation or in an applicable state or federal code may be accomplished by Waste under this Section.

3. Emergency Disposal. In the event Waste desires to accept waste at times not included in the agreed to hours of operation, Waste may make application for emergency disposal of waste to the Monitoring Committee. The Monitoring Committee shall hear said request and make a decision either for or against the proposed disposal request, taking into account the nature of the emergency and the needs, not only of the citizens of the Affected Municipalities, but those persons requiring disposal services. The decision of the Monitoring Committee as to whether or not emergency disposal shall take place shall be binding upon Waste. For purposes of a requested emergency expansion of the hours of operation, a four-hour notification to committee members shall be sufficient. The Monitoring Committee shall be responsible for compliance with requirements of the Open Meeting Law and may use any manner of compliance.

4. Wind-Blown Paper. As hereinbefore set forth, Waste agrees to be bound by applicable local, state and federal statutes or regulations not waived hereunder regarding the maintenance and control of wind-blown paper from the site and agrees to use all reasonable efforts to comply therewith. Complaints received by the City of Franklin or any other Affected Municipality under this Agreement shall be transmitted to the Monitoring Committee. The Monitoring Committee shall review complaints relative to noncompliance with the intent of this section looking at the reasonableness of the complaint, the weather conditions and ability of Waste to comply with the intent of the Wisconsin Administrative Code as it relates to the disposition and pick-up of wind-blown paper. It is specifically understood that it is the intent of this section to provide compliance with the code. Monitoring Committee review shall not be a condition precedent to enforcement by any local, state or federal agency.

5. Fences. Waste agrees to install fences of at least six feet in height around the perimeter of the site and during windy conditions agrees to use mobile wind screens at least 12 feet in height around the active area of the site designed for the purpose of preventing the movement of wind-blown paper and containing said wind-blown paper. Waste agrees to make every reasonable effort to comply with a directive from the Monitoring Committee relative to the pick-up and disposal of wind-blown refuse.

6. Odor Control. Waste agrees to meet with the Monitoring Committee to discuss complaints which the

Monitoring Committee may have received from any Affected Municipality which is a signatory to this Agreement for the purpose of discussing and attempting to rectify any problems relative to odor at the site. It is recognized that odor is not always easily attributable to a given waste stream or given site. Such elements as wind direction, weather inversions and other weather conditions may well affect odors for a given term of time at a given site. The Monitoring Committee, in concert with Waste shall attempt to correct such situations and Waste agrees to use its best efforts to comply with the intent of this section. This section shall not pre-empt the enforcement of any local, state or federal regulation.

H. Compensation to Affected Municipalities.

Waste agrees to annually pay the following amounts to the Affected Municipalities ("Annual Payments"):

City of Franklin	\$ 57,245.93
City of Muskego	\$ 51,642.75
Town of Norway	\$ 14,618.54
Town of Raymond	<u>\$ 42,302.24</u>
Total	\$165,809.46

However, the Annual Payments to the City of Muskego and Towns of Norway and Raymond shall be held by these municipalities. The division of these payments between the City of Muskego and the Town of Norway and Raymond and their respective counties shall be negotiated independently of this Agreement.

In addition, Waste shall annually pay the City of Franklin the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) ("Separate Payment"). Waste shall make the first Annual Payments and the first Separate Payment within thirty (30) days after receipt of a license from DNR for the Expansion and shall continue annually, for as long as Waste is accepting waste for disposal in said Expansion. The Payments shall be due upon each anniversary of the date Waste receives said license. The Annual and Separate Payments amount shall be adjusted annually by an amount equal to the change in the Consumer Price Index (revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items -U.S. City Average). However, on the fourth anniversary of the issuance of said license, the Annual Payments (including the adjustments due to the CPI) shall be reduced by one-sixth (1/6). Subsequently, the Annual Payments shall be adjusted by the change in the CPI as provided for herein.

Waste shall make a one-time lump sum payment of \$50,000.00 to the Town of Raymond and Norway to be divided and paid pursuant to their joint resolution and within 30 days after receipt of a license from DNR for the expansion. Further, in acknowledging that the Town of Raymond is a host municipality to the clay borrow pit, which is related to the operations of the Expansion at the Metro Landfill, Waste does hereby agree to pay the sum of \$130,000 directly to the Town of Raymond within 15 days after the approval of this agreement by all parties. In addition, and within the same time limit, Waste shall pay the Town of Raymond the sum of \$3,000 as compensation for its costs of participating in the Chapter 144, Wis. Stats. negotiations as they pertain to this clay borrow pit.

I. Disposal of Residential Waste.

The Towns of Norway and Raymond shall receive a credit from Waste equal to one-third (1/3) of the disposal fee paid by the Towns to Waste for the disposal of the residential, yard and recyclable waste including tires and white goods generated in each of the respective towns and transported by Waste to the Expansion for disposal. If a third party hauler is used, Waste shall pay to each town the lesser of: (1) one-third of the amount invoiced and actually paid by the Town's refuse collection contractor ("Hauler") for waste disposal at the Expansion or (2) one-third of an estimate of the cost of disposing of the waste from the residences located in each Town (Theoretical Disposal Costs). Determination of the Rebate shall be based upon a comparison of the actual payments made by the Hauler of Waste's monthly invoices with the calculated monthly Theoretical Disposal Cost using the following formula: the prevailing municipal disposal rate which Waste currently bills each Town's Hauler times the number of residences according to the latest figures available from each Town (assuming 3½ persons per single family and duplex residential unit located in the Town and 3 persons per condominium unit located in the Town) times an assumed 2½ pounds of waste per person per day for the month.

Each monthly rebate shall be paid to each Town by Waste within 30 days after Waste's receipt of payment by the Town's Hauler. Waste agrees to provide the Towns with verification of its disposal rates and the invoices to the Town's Hauler. The disposal rates charged by Waste shall not exceed the rates as are posted at the site gate from time to time as pertaining to similarly situated haulers.

Further, from the execution of this Agreement by all parties, the residents of the City of Franklin and City of Muskego shall be permitted to dispose of the solid waste generated by the residents at the Site (including the Expansion when licensed) without charge provided that said waste is not deemed to be a hazardous or special waste and provided that the waste is transported to the Site by the residents. Upon the

execution of this Agreement, residents of the City of Franklin and the City of Muskego shall be permitted to dispose of yard waste generated by the residents at the Site (including the Expansion when licensed), without charge, provided the City of Franklin has granted all necessary approvals, licenses and permits and provided that said waste is not deemed to be a hazardous waste and that the yard waste is transported to the site by the residents or on a non-regular basis by the City of Franklin Department of Public Works. The rights afforded the City of Franklin and residents under this provision shall be limited to Saturdays from 8:00 a.m. to 12:00 noon and Wednesdays from 7:00 a.m. to 4:30 p.m. The rights afforded the City of Muskego and residents shall continue the current 5½ day per week schedule until December 31, 1991 and shall then be limited to those hours available to City of Franklin residents and all such rights of the City of Muskego and its residents shall terminate on December 31, 1992.

J. Compensation to Waste Facility Siting Committee.

Compensation shall be paid by Waste to the Waste Facility Siting Committee in the maximum amount provided by section 144.445(8) Wis. Stats., as amended from time to time.

K. Landscaping.

Waste agrees to implement the SEWRPC plan and Addendum regarding landscaping as set forth on Exhibit G, which is on file at Franklin City Hall and made a part hereof.

L. Waste Restriction.

Sludge cannot be spread on the site by lagooning or ponding. No hazardous waste as determined by EPA or by DNR in NR181, as from time to time amended or recodified, shall be placed in the Expansion which is the subject of this Agreement. Only waste as permitted by NR 500, et seq., as amended from time to time shall be placed in the Expansion.

M. Surface Water.

Waste shall comply with the surface water monitoring requirements proposed in its Plan of Operation finally approved by DNR. The parties acknowledge that NR 500 et seq. imposed requirements upon Waste regarding surface water monitoring. Additionally, Waste shall comply with the surface water discharge limitations contained in its Wisconsin Pollution Discharge Elimination System (WPDES) permit.

N. Air Quality Monitoring.

Waste will undertake whatever air quality monitoring is required by DNR under applicable regulations and pursuant to plan approvals pertaining to the Expansion.

O. Approvals.

Upon the signing of this Agreement, the Affected Municipalities agree to cooperate with Waste and to do all things necessary to issue to Waste all documents, permits and licenses and to take whatever other actions necessary to permit Waste to establish and operate the Expansion and the Borrow Pit. Specifically, each Affected Municipality agrees to the following:

1. Adopt resolutions authorizing execution of this Agreement by the Affected Municipalities and execute this Agreement,
2. Undertake whatever actions and execute whatever documents required to effectively waive its local approvals, including zoning, conditional use permits, mineral extraction, and the local landfill ordinances to permit the establishment and operation of the Expansion and the siting, establishment and operation of the Borrow Pit located in the NE 1/4 of Section 6, Town of Raymond as described in the report previously filed with the Town of Raymond. Such waiver of local approvals shall only pertain to the establishment and operation of the Expansion and the Borrow Pit and not to further, other or auxiliary uses of the site, including, but not limited to waste reduction, recycling, composting, cardboard separation, energy recovery and the like. However, the Borrow Pit shall be subject to the conditions set forth on Exhibit J, attached hereto and made a part hereof. Building code regulation shall not be waived; however, the recycling, tire and composting operations described on Exhibit H shall be permitted uses.
3. Dismiss pending actions if any for: (1) judicial reviews regarding the Expansion or the Borrow Pit and (2) appeals of the same.
4. Refrain from petitioning for further contested case hearings concerning the licensing of the Expansion and refrain from participating in any further judicial reviews pertaining to the Expansion or the Borrow Pit.

P. Environmental Impairment Liability Insurance.

Upon execution of this Agreement, Waste shall obtain and provide to the City of Franklin and Town of Raymond a certificate of insurance naming the City of Franklin and Town of Raymond as also insureds. The insurance represented by said certificate shall be environmental impairment liability insurance in the amount of \$3,000,000.

Q. Successors in Interest.

1. This Agreement shall be applicable to the present Applicant, Waste, its successors and assigns, and to all parties in which the Applicant may transfer or assign any or all of its ownership interests or contracts or sub-contracts concerning its operations or responsibilities in the proposed Expansion and the proposed Borrow Pit.

2. That in conjunction with Paragraph 1, Waste, shall notify the Affected Municipalities and the Wisconsin Department of Natural Resources of any and all change in ownership or operation of the Site, and provide proof that any such successor or assign has notice and acknowledges this Agreement and the duties and obligations hereunder.

3. That in conjunction with the foregoing, Waste, shall not transfer any of its interest in the operation of the Site or of its property interests in the Site unless such party or entity can be demonstrated by the Applicant to have the ability, both financial and operational, to comply with the terms of this Agreement, the Wisconsin Department of Natural Resources landfill license, and State law. The applicant shall provide documentation sufficient to demonstrate the same prior to transferring any such interests. The Affected Municipalities shall have standing to challenge such transfer if the transferee is not found to be financially able or otherwise able to comply with the requirements of this Agreement, the Wisconsin Department of Natural Resources landfill license and State law. The Affected Municipalities shall have sixty (60) days from receipt of the aforementioned documentation in which to bring action in circuit court to void such transfer, unless such deadline is extended by mutual agreement of the Affected Municipalities and the Applicant.

R. Severability; Effect on other Agreements between Waste and the City of Franklin.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

This Agreement shall not supersede or vitiate the prior agreements entered into by and between Waste and the City of Franklin. In particular, the payments referenced in these prior Agreements shall be in addition to the payments to the City of Franklin provided for in this Agreement. Notwithstanding the foregoing, Section 7 of the Agreement dated June 23, 1982 between Waste and the City of Franklin is deleted in its entirety and amended as follows:

- "7. Rebate of estimated cost of disposal of residential waste. As additional consideration for the approvals contained herein and in recognition of the impact which inflation may have upon the annual payments set out above, the OWNER agrees to rebate (Rebate) to the CITY the lesser of: (1) the amount invoiced and actually paid by the CITY'S refuse collection contractor ("Hauler") for waste disposal at the OWNER'S Metro Landfill or (2) an estimate of the cost of disposing of the waste from the residences located in the City of Franklin (Theoretical Disposal Costs). Determination of the Rebate shall be based upon a comparison of the actual payments made by the HAULER of the OWNER'S monthly invoices with the calculated monthly Theoretical Disposal Cost using the following formula: the prevailing municipal disposal rate which the OWNER currently bills the CITY'S Hauler times the number of residences according to the latest figures available from the City (assuming 3 1/2 persons per single family and duplex residential unit located in the city and 3 persons per condominium unit located in the city) times an assumed 2 1/2 pounds of waste per person per day for the month.

Each monthly Rebate shall be paid to the CITY by the OWNER within 30 days after OWNER'S receipt of payment by the CITY'S Hauler. The OWNER agrees to provide the CITY with verification of its disposal rates and the invoices to the CITY'S Hauler. In

the event the OWNER lacks a license or other necessary regulatory approval or authority to accept waste, the OWNER has no obligation to pay this Rebate to the CITY during that period of time which the OWNER is not actively operating the site.

S. Enforceability.

Each party to this Agreement shall have the right to seek enforcement of that party's rights in the Circuit Courts for Milwaukee, Racine or Waukesha County.

T. Out-of-State Waste.

Waste shall not accept for disposal in the Expansion any solid waste which was generated outside of the State of Wisconsin.

U. Further Expansions.

If Waste desires to site a further expansion ("Further Expansion") at the Site in the City of Franklin and if at the time of the proposed Further Expansion Sec. 144.445 Wis. Stats. exists unamended, in any substantive manner, from the form it is in as of the date of execution of this Agreement by the parties (where substantive manner means an amendment which would preclude the siting of the Further Expansion); then Waste agrees that all Municipalities which have executed this agreement, regardless of whether included or excluded under further legislation, may each appoint one member to the negotiating committee contemplated by Sec. 144.445(7) as it currently exists regarding the Further Expansion. The Municipalities which have executed this Agreement shall also be entitled to appoint such additional members as maybe allowed by law at the time of any Further Expansion but not to exceed the total number so allowed for each Municipality.

IN WITNESS WHEREOF, the undersigned parties have caused their signatures to be affixed this _____ day of _____, 1991.

CITY OF FRANKLIN, WISCONSIN

By: Fredrick J. Hines

Attest: [Signature]

TOWN OF RAYMOND, WISCONSIN

By: Colin Sadler

Attest: [Signature]

TOWN OF NORWAY, WISCONSIN

By: Lloyd Herman

Attest: Jeanne M. Brangolwe

COUNTY OF RACINE, WISCONSIN

By: [Signature]
County Executive

By: Joan Bennett
County Clerk

By: _____
County Board Chairman

Attest: _____

Date March 13, 1992
Certified to be correct as to form.
By [Signature]
Racine County Assistant County Counsel

[Signature] 5/13/92

CITY OF MUSKEGO, WISCONSIN

By: Wayne H. Sabert

Attest: Jean K. Marsden

COUNTY OF WAUKESHA, WISCONSIN

By: David M. Finley

Attest: Leticia E. Madden

WASTE MANAGEMENT OF WISCONSIN, INC.

By: Paul T. Krup V.P.

Attest: Erin L. Strauss

RESOLUTION AUTHORIZING METRO LANDFILL
MONITORING COMMITTEE AGREEMENT BY AND
AMONG RACINE AND WAUKESHA COUNTIES, TOWNS
OF RAYMOND AND NORWAY, CITIES OF MUSKEGO
AND FRANKLIN AND WASTE MANAGEMENT OF WISCONSIN, INC.

WHEREAS, the Counties of Racine and Waukesha, Towns of Raymond and Norway and Cities of Muskego and Franklin ("affected communities") have and continue to negotiate over the terms and conditions of Waste Management of Wisconsin, Inc.'s proposed expansion at the Metro Landfill located in the City of Franklin under Ch. 144 Wis. Stats; and

WHEREAS, the Waste Facility Siting Committee recommends approval by the governing bodies of the affected communities of the attached Monitoring Committee Agreement to commence now and continue through formal closure of the Metro Landfill; and

WHEREAS, the Waste Facility Siting Committee shall continue to negotiate other terms and conditions of the proposed expansion at the Metro Landfill;

NOW, THEREFORE, BE IT RESOLVED that the Monitoring Committee Agreement be and is approved and adopted.

Dated:

APPROVED:

ATTEST:

MONITORING COMMITTEE AGREEMENT

1. Membership. There is created by this Agreement a monitoring committee. The monitoring committee shall be comprised of ten members, two of whom shall be appointed by Waste, three of whom shall be appointed by the City of Franklin, and the remaining five shall be appointed on the basis of one being appointed for each of the five remaining affected communities (Counties of Racine and Waukesha, Towns of Raymond and Norway and City of Muskego). Waste can substitute different people as its members. No member, other than that appointed by Waste, shall receive anything of value, directly or indirectly from Waste. Each member, other than those appointed by Waste, shall complete and file the financial disclosure statement set forth in the Franklin Code of Ethics.

2. Quorum. Four members of the monitoring committee from the municipalities at any given meeting shall constitute a quorum. In addition to the requirements of Paragraph 6 as it applies to all members of the committee including those from Waste, upon calling an emergency meeting of the committee, the chairperson shall assure that, in addition to the requirements of the Open Meeting Law, he has personally called the Metro Landfill facility to advise the person then in charge at that facility of the date, place, time and purpose of any such meeting. In the event he is unable to reach anyone at that address and telephone number, including personal calls to the residence of the two members, he shall then call the Regional Office of Waste whose telephone number, at the time of the signing of this document, is 414/359-1110. The office is located at 10850 West Park Place, Suite 1200, Milwaukee. When calling that number, the chairperson shall ask for the Vice President of Operations' office and advise that person of the date, place, time, purpose of the meeting, and the fact that he has been otherwise unable to make contact with appropriate representatives of Waste. After having complied with the requirements of this subparagraph, the meeting may go forward with or without representatives from Waste.

3. Members to Receive Copies. The monitoring committee, in care of the City of Franklin Clerk, shall receive a copy of all submittals made by Waste to the Wisconsin Department of Natural Resources commencing with the date of the signing of this Agreement and continuing through long term care.

4. Funding. Funding for expenses for the monitoring committee in an amount not to exceed \$5,000 per year shall be furnished by Waste to cover mailing, telephone, and other reasonable and necessary expenses incurred by the monitoring committee in the fulfillment of its duties. However, Waste shall

not reject payment if requested for an additional amount equal to the percentage of increase as of the April, 1989 Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI-w) U.S. City Average, and annually thereafter with April of the preceding year used as the base month for computing the charge and that, upon Committee request the amount of annual payment shall be changed by \$5,000 multiplied by said percentage. Nothing herein shall preclude Waste and the monitoring committee from agreeing to increases in this funding amount or furnishing additional funds on an as needed basis by mutual agreement of Waste and the monitoring committee.

The committee shall deposit and keep all unused funds received from Waste in an account held by the City of Franklin Treasurer. Disbursement shall only be subject to committee approval. The City of Franklin shall annually give Waste an accounting of receipts and disbursements of all money received by Waste. The accounting shall be conducted by the City's auditors and shall be at no cost to Waste. At the end of each calendar year the committee shall refund to Waste all unspent and uncommitted funds.

5. Meeting Facilities. All meetings shall take place in a public building.

6. Meetings. The monitoring committee shall meet on a quarterly basis during the first week of the month of January, April, July and October, annually. Additional meetings are called by the chair or any two members of the monitoring committee at such other time as may be delineated in the meeting notice call. The notice for and conduct of the meeting shall comply with the open meetings law, Sections 19.81 Stats. et seq. as amended from time to time.

7. Duties of the Monitoring Committee. It is the desire of Waste and the affected communities that are a party to this Agreement that the Monitoring Committee act as a clearinghouse for information to all parties. The purposes of the Committee include to interface, act as liaison, investigate complaints, disseminate information, enforce this Agreement, manage monitoring activities, such as private well testing, and such other duties as established in this Agreement.

While it is recognized that the affected communities cannot abrogate the responsibilities of their local government by this Agreement, the parties recognize that education, a hearing of the complaints, a gathering of information surrounding the complaints, if any, would help both Waste and the affected communities. Often times the Monitoring Committee may be able to

resolve a controversy by furnishing information to the parties involved. The Committee may refer matters for enforcement.

8. Term. Members of the Monitoring Committee shall serve at the pleasure of the entity appointing the member. From its own membership, the Monitoring Committee shall elect a chairman, vice-chairman and secretary-treasurer, during the odd numbered annual first quarterly meeting. No Waste Committee member shall be eligible to serve as an officer. The officers so elected shall serve for a two-year term until successors are elected at the appropriate annual first quarter meeting of the local committee or special meeting call thereafter for that purpose.

9. Request for Information and Complaints. The Monitoring Committee shall and is encouraged to accept and garner all information relative to a local citizen's request for information or a complaint which a local citizen may have.

Both parties shall respond to complaints within two (2) working days of receipt of the complaint. Upon receipt of a complaint, the recipient shall telephone the other party and confirm the conversation with a follow-up letter. Within ten (10) days Waste shall furnish any and all information which it has relative to the requested item or the complaint to the Monitoring Committee.

It is the hope that this process will provide a mechanism whereby the local citizens affected by the site will have a mechanism available to them to obtain information which they feel is necessary for their own well being and to furnish a vehicle to review information, furnish information and otherwise react in their best interests to matters relating to the landfill.

The Monitoring Committee shall receive the information from citizens and Waste, shall act as a clearinghouse and hear the matter. As part of their decision-making process, the Monitoring Committee may make a request to Waste to react to the complaint. The Committee may refer the matter to the affected municipality for enforcement.

Nothing in this Agreement shall abrogate existing rights or remedies as they exist under law. The parties specifically acknowledge that the affected communities have pre-existing

3/30/89

responsibilities to their citizenry and by statutory mandate.

IN WITNESS WHEREOF, the undersigned have caused their signatures to be affixed this _____ day of _____, 1989.

CITY OF FRANKLIN, WISCONSIN

by Frederick J. Henkel

Attest: [Signature]

TOWN OF RAYMOND, WISCONSIN

by Celia Sadler

Attest: [Signature]

TOWN OF NORWAY, WISCONSIN

by Floyd Human

Attest: [Signature]

COUNTY OF RACINE, WISCONSIN

by [Signature]

Attest: [Signature]

CITY OF MUSKEGO, WISCONSIN

by Wayne H. Salentine

Attest: [Signature]

COUNTY OF WAUKESHA, WISCONSIN

by [Signature]

Attest: [Signature]

WASTE MANAGEMENT OF WISCONSIN, INC.

by [Signature]

Attest: [Signature]

Date May 13, 1992
Certified to be correct to the form.

By [Signature]
County Assessor / City Council

[Signature] 5/13/92



ACCESS AND WELL SAMPLING AGREEMENT

Agreement made on this _____ day of _____, 19____, between

_____ of _____

as the owner of property upon which a well is located and/or the user of a well (hereinafter called well owner/user) and Waste Management of Wisconsin, Inc. (hereinafter called WMWI).

The well owner/user grants WMWI, its agents, employees and/or independent contractors the right to temporarily interrupt the well owner/user's water supply during the time that sampling is occurring. Such temporary interruption of the well owner/user's water supply shall only occur when the well owner/user and WMWI agree to a mutually convenient time within the restrictions placed on such sampling by the regulatory agency requiring that such sampling occur.

WMWI, its agents, employees, and/or contractors will take all responsible steps to prevent:

- a. Polluting the waters of wells on the premises.
- b. Damaging the wells, pumps and/or casings located on the premises.

WMWI agrees to correct any of the above noted problems arising



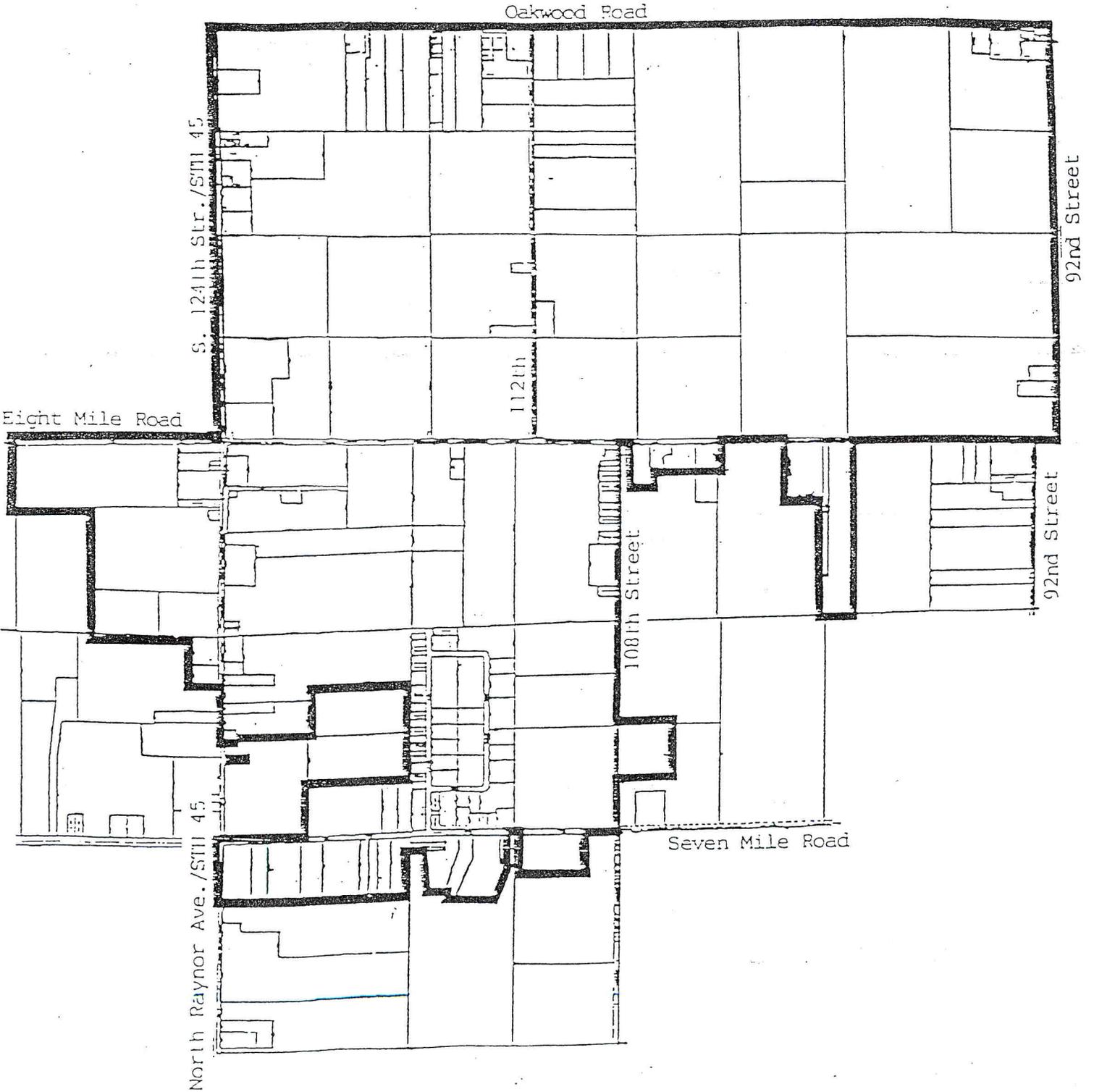
employees, and/or independent contractors. Well owner/user, however, shall not hold WMMI and/or its independent contractor liable for any diminution in water quality or quantity from the sampled well or for failure, interruption or shortage of water, or any loss or damage resulting therefrom in whole or in part by performance of the sampling except for negligence on the part of WMMI, its agents, employees, and/or independent contractor.

This access agreement shall remain in effect until the owner/user ceases to own/use the well at the location described; or the regulatory requirement to access the well at this location is no longer in effect.

Well Owner/User

Waste Management of Wisconsin, Inc.

EXHIBIT D



TAX KEY NUMBERS OF PROPERTIES
WITHIN BOUNDRIES OF EXHIBIT D MAP

FRANKLIN 940 SECTION 31 NW 1/4

Tax K: 940-0989-000
Tax K: 940-9990-000
Tax K: 940-9991-001
Tax K: 940-9991-002
Tax K: 940-9992-000
Tax K: 940-9993-000
Tax K: 940-9994-000
Tax K: 940-9995-000
Tax K: 940-9995-002
Tax K: 940-9997-000
Tax K: 940-9999-001
Tax K: 940-9999-002
Tax K: 940-9999-004
Tax K: 940-9999-006
Tax K: 940-9999-007
Tax K: 940-9999-008

FRANKLIN 941 SECTION 31 NE 1/4

Tax K: 941-9982-000
Tax K: 941-9983-000
Tax K: 941-9984-001
Tax K: 941-9984-002
Tax K: 941-9985-000
Tax K: 941-9986-000
Tax K: 941-9987-000
Tax K: 941-9989-000
Tax K: 941-9990-000
Tax K: 941-9991-000
Tax K: 941-9992-000
Tax K: 941-9993-000
Tax K: 941-9994-001
Tax K: 941-9994-002
Tax K: 941-9995-000
Tax K: 941-9996-000
Tax K: 941-9997-000
Tax K: 941-9998-000
Tax K: 941-9999-000

FRANKLIN 942 SECTION 32 NW 1/4

Tax K: 942-9997-000
Tax K: 942-9998-000
Tax K: 942-9999-000

FRANKLIN 943 SECTION 32 NE 1/4

Tax K: 943-9996-001

Tax K: 943-9997-004
Tax K: 943-9997-008
Tax K: 943-9998-000
Tax K: 943-9999-000
Tax K: 943-9997-007

FRANKLIN 986 SECTION 32 SE 1/4

Tax K: 986-9997-000
Tax K: 986-9998-001
Tax K: 986-9998-002
Tax K: 986-9999-000

FRANKLIN 987 SECTION 32 SW 1/4

Tax K: 987-9997-000
Tax K: 987-9998-000
Tax K: 987-9999-000

FRANKLIN 988 SECTION 31 SE 1/4

Tax K: 988-9993-000
Tax K: 988-9994-000
Tax K: 988-9995-000
Tax K: 988-9996-000
Tax K: 988-9997-000
Tax K: 988-9998-000
Tax K: 988-9999-000

FRANKLIN 989 SECTION 31 SW 1/4

Tax K: 989-9996-000
Tax K: 989-9997-000
Tax K: 989-9998-001
Tax K: 989-9998-002
Tax K: 989-9998-003
Tax K: 989-9999-001

NORWAY SECTION 1 NE 1/4

Tax K: 010-04-20-01-001000
Tax K: 010-04-20-01-002000
Tax K: 010-04-20-01-003000
Tax K: 010-04-20-01-004000
Tax K: 010-04-20-01-005000
Tax K: 010-04-20-01-006000
Tax K: 010-04-20-01-011000
Tax K: 010-04-20-01-012000
Tax K: 010-04-20-01-013000
Tax K: 010-04-20-01-031000

NORWAY SECTION 1 SE 1/4

Tax K: 010-04-20-01-020000
Tax K: 010-04-20-01-030000

RAYMOND SECTION 5 NW 1/4

Tax K: 012-04-21-05-015000 Partial
Tax K: 012-04-21-05-016000 Partial
Tax K: 012-04-21-05-017000 Partial
Tax K: 012-04-21-05-018000
Tax K: 012-04-21-05-019000

RAYMOND SECTION 5 NE 1/4

Tax K: 012-04-21-05-012000
Tax K: 012-04-21-05-013000

RAYMOND SECTION 5 SW 1/4

Tax K: 012-04-21-05-021000 Partial
Tax K: 012-04-21-05-023000 Partial

RAYMOND SECTION 6 NW 1/4

Tax K: 012-04-21-06-010000
Tax K: 012-04-21-06-010010
Tax K: 012-04-21-06-010020
Tax K: 012-04-21-06-012100
Tax K: 012-04-21-06-012000
Tax K: 012-04-21-06-013000
Tax K: 012-04-21-06-015000
Tax K: 012-04-21-06-016000
Tax K: 012-04-21-06-017000

RAYMOND SECTION 6 NE 1/4

Tax K: 012-04-21-06-001000
Tax K: 012-04-21-06-001005
Tax K: 012-04-21-06-002000
Tax K: 012-04-21-06-003000
Tax K: 012-04-21-06-004000
Tax K: 012-04-21-06-005000
Tax K: 012-04-21-06-007000
Tax K: 012-04-21-06-008000
Tax K: 012-04-21-06-009000
Tax K: 012-04-21-06-011000
Tax K: 012-04-21-06-012000
Tax K: 012-04-21-06-014000
Tax K: 012-04-21-06-017000
Tax K: 012-04-21-06-070000

RAYMOND SECTION 6 SW 1/4

Tax K: 012-04-21-06-006000
Tax K: 012-04-21-06-018000
Tax K: 012-04-21-06-019000

Tax K: 012-04-21-06-020000
Tax K: 012-04-21-06-021000
Tax K: 012-04-21-06-022000
Tax K: 012-04-21-06-025000
Tax K: 012-04-21-06-027000
Tax K: 012-04-21-06-028000
Tax K: 012-04-21-06-029000
Tax K: 012-04-21-06-030000

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-031000
Tax K: 012-04-21-06-032000
Tax K: 012-04-21-06-033000
Tax K: 012-04-21-06-034000
Tax K: 012-04-21-06-035000
Tax K: 012-04-21-06-036000
Tax K: 012-04-21-06-037000
Tax K: 012-04-21-06-038000
Tax K: 012-04-21-06-040000
Tax K: 012-04-21-06-041000
Tax K: 012-04-21-06-042010
Tax K: 012-04-21-06-042000
Tax K: 012-04-21-06-043000
Tax K: 012-04-21-06-044000
Tax K: 012-04-21-06-045000

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-046000
Tax K: 012-04-21-06-047000
Tax K: 012-04-21-06-048000
Tax K: 012-04-21-06-049000
Tax K: 012-04-21-06-050000
Tax K: 012-04-21-06-051000
Tax K: 012-04-21-06-053000
Tax K: 012-04-21-06-054000
Tax K: 012-04-21-06-055000
Tax K: 012-04-21-06-057000
Tax K: 012-04-21-06-058000
Tax K: 012-04-21-06-059000
Tax K: 012-04-21-06-059004
Tax K: 012-04-21-06-059006

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-059008
Tax K: 012-04-21-06-059010
Tax K: 012-04-21-06-059012
Tax K: 012-04-21-06-059014
Tax K: 012-04-21-06-059016
Tax K: 012-04-21-06-060000
Tax K: 012-04-21-06-062000
Tax K: 012-04-21-06-063000

Tax K: 012-04-21-06-064000
Tax K: 012-04-21-06-065000
Tax K: 012-04-21-06-066000
Tax K: 012-04-21-06-067000
Tax K: 012-04-21-06-068000
Tax K: 012-04-21-06-069000

RAYMOND SECTION 7 NW 1/4

Tax K: 012-04-21-07-012000
Tax K: 012-04-21-07-013000
Tax K: 012-04-21-07-014000
Tax K: 012-04-21-07-015000
Tax K: 012-04-21-07-016000
Tax K: 012-04-21-07-017000
Tax K: 012-04-21-07-018000
Tax K: 012-04-21-07-019000
Tax K: 012-04-21-07-020000

RAYMOND SECTION 7 NE 1/4

Tax K: 012-04-21-07-001000 Partial
Tax K: 012-04-21-07-004000
Tax K: 012-04-21-07-005000
Tax K: 012-04-21-07-006000
Tax K: 012-04-21-07-007000
Tax K: 012-04-21-07-008000
Tax K: 012-04-21-07-010000
Tax K: 012-04-21-07-011000

AGREEMENT TO GUARANTEE PROPERTY VALUE

This agreement ("Agreement") made and entered into on this _____ day of _____, 1991, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Guarantor"), and _____, residing at _____ ("Property Owners").

RECITALS

WHEREAS, Property Owners own property in proximity to the Guarantor's landfill known as the Metro Landfill; said property has the following legal description:

(the "Property"); and

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

WHEREAS, certain individuals have advised the Local Committee that they have a concern about the preservation of property values of real property located in proximity to the Metro Landfill; and

WHEREAS, Property Owners are desirous of preserving the equity in their Property.

IT IS HEREBY AGREED AS FOLLOWS:

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

- a. Execution of the written Agreement negotiated by the Local Committee appointed by the municipalities pursuant to Sec. 144.445(7), Wis. Stats. and Guarantor, by all of the municipalities that appointed members to the Local Committee;
- b. The issuance of all necessary licenses, approvals, permits, etc., if any, as may be required by the City of Franklin, the Town of Raymond and Racine County to establish and operate the Expansion pursuant to the aforesaid agreement;
- c. Issuance by the Wisconsin Department of Natural Resources ("DNR") of a license to the Guarantor for the Expansion described in the Guarantor's feasibility report, said Expansion having been the subject of the negotiations between the Guarantor and the Local Committee; and
- d. Proof that the Property described herein was not identified in a subdivision plan (preliminary or final) which was submitted on or after February 1,

1987 to the municipality in which the Property is located or was not otherwise subdivided on or after February 1, 1987. For the purposes of this Agreement "otherwise subdivided" shall mean any parcel created by a certified survey map or created by a metes and bounds division of a parcel conveyed by a recorded deed.

The Agreement shall remain binding upon the parties until the Guarantor's obligations are terminated pursuant to the provisions set forth in Section 9 below. Notwithstanding the foregoing, the Guarantor shall have no further obligation under this Agreement if: (1) the landfill known as the Emerald Park Landfill proposed to be located in Section 36 of the City of Muskego is licensed by the DNR and (2) the Property is located in Waukesha County and west of the centerline of U.S. Highway 45. If the first condition described in the preceding sentence occurs and if the Property is situated as described in second condition, this Agreement shall become null and void and neither party shall have any further obligations under the same.

2. CONSENT TO EXPANSION. Upon execution of this Agreement, Property Owners agree to retract their requests, if any, heretofore made for a contested case hearing on Guarantor's feasibility report currently on file, and further agree to a dismissal of all actions, pending litigation, petitions,

hearings, judicial and administrative reviews, if any, in connection with said Expansion.

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 Guarantor to obtain all required licenses and permits necessary for the establishment of 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. EXCEPTION. The Property Owners may seek redress on matters concerning the licensure and operation of the Expansion by presentation of any and all complaints to the Monitoring Committee established in the agreement between the Guarantor and the Local Committee, approved by resolutions of all the municipalities that appointed members to the Local Committee.

4. EXERCISE OF GUARANTEE. In the event that the Property Owners wish to exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good-faith effort to sell said Property for two hundred and seventy (270) days. This good faith effort to sell can be done in either of two ways: (1) they 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.

However, in either event, the asking price of said Property as advertised or set out in the listing contract shall be mutually agreed to by the Property Owners and the Guarantor. If the parties are unable to agree as to the price of the Property, 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 were being undertaken or would be undertaken at the Metro Landfill site;
- b. Any comparables selected by the appraiser shall be located a sufficient distance away from the Metro Landfill site so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Metro Landfill site;
- c. The use and Zoning Classification of the Property on the effective date of the agreement shall be the sole factors to be used by the appraiser in determining the highest and best use 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.

If Guarantor accepts the appraised value, then the Property Owners shall attempt to sell their Property in either of the two ways described above at the appraised value.

If the Guarantor does not accept the appraised value it may retain, at its own expense, a qualified professional appraiser who shall be similarly instructed to determine the fair market value of the Property, assuming that no landfilling activities were being undertaken or would be undertaken at the Metro Landfill. In such event, the Property Owners may then elect and shall attempt to sell their Property in either of the two ways described above at an asking price equal to the arithmetic average of the two appraised values.

Notwithstanding the foregoing, if either the Property Owners or the Guarantor does not accept the arithmetic average of the appraised values; then the non-accepting party may instruct the two previously selected appraisers to choose a third qualified professional appraiser to appraise the Property using the same instructions as previously given to the other

appraisers, and the Property Owners shall attempt to sell their Property at an asking price equal to the arithmetic average of the three appraised values. The appraisal fee for the third appraiser shall be paid by Guarantor. For the purpose of this section, "qualified" shall mean a person who is unrelated to the Property Owners, is licensed as may be required by the State of Wisconsin and who is a member of at least one National appraisal association.

If the Property Owners elect 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 Milwaukee Journal and/or the Milwaukee Sentinel not less than once per week for the 270-day period. Guarantor may 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 Guarantor notice of the broker whom they wish to list with prior to the execution of any listing contract and shall obtain Guarantor's approval of said broker, Guarantor's approval not to be unreasonably withheld. If it has objections, the Guarantor shall so state those objections in writing to the Property Owners. The broker shall be licensed in Wisconsin, not related to the Property Owners, and shall be a member of the Board of Realtors Multiple Listing Exchange, unless such MLS membership is waived by Guarantor. Both Guarantor and Property

Owners shall act in good faith concerning any attempt to obtain the fair market value of said Property.

Said listing contract shall extend for a term of 270 days and shall specifically provide: (1) that the broker shall list the Property in the multiple listing exchange and shall agree to keep said Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and (2) that the broker shall not be entitled to any commission or other payments whether for broker's costs or otherwise in the event Guarantor purchases said Property at any time after the expiration of the listing contract. The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms as set out in said listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms. No provision hereunder shall be construed to grant Guarantor any option to purchase rights or rights 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 the Guarantor with a copy of every Offer to Purchase which they receive for their Property and agree not to accept the same until the Guarantor has given its approval. The Guarantor may approve of an Offer to Purchase at a price below the agreed-upon asking price established by the procedure set out in Section 4. In such event, the Guarantor agrees to pay to the Property

Owners at the closing, the difference in cash between the selling price set out in the Offer to Purchase and the sales price as established in Section 4.

Similarly, the Guarantor may request that the price set out in the Offer to Purchase be countered and in the event that the potential buyers accept the Counter Offer, the Guarantor agrees to pay to the Property Owners at the closing, the difference in cash between the selling price set out in the Counter Offer and the asking price established in Section 4.

6. GUARANTEED PURCHASE AFTER 270 DAYS. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 4 for a period of at least 270 days, then Property Owners may request, in writing, that the Guarantor purchase their Property. However, Guarantor shall have no obligation to purchase the Property until 270 days have expired from the issuance by the Wisconsin Department of Natural Resources of a license to Waste for the Expansion and the issuance of all necessary approvals, permits, etc. as maybe required by the City of Franklin, the Town of Raymond and Racine County to establish and operate the Expansion and Borrow Pit. It is the intention of the Guarantor to avoid panic selling prior to the licensing of the Expansion and Borrow Pit, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that the Guarantor receives the aforesaid licenses, permissions and approvals for the Expansion

and Borrow Pit, will not be considered in meeting the requirement for sales attempts for 270 days. Guarantor, upon request, will notify the Property Owners in writing of the date when it has received the aforesaid licenses, permission and approvals for the Expansion and the Borrow Pit.

Property Owners shall provide proof of advertising for sale or a copy of the listing contract and an affidavit of good-faith attempt to sell said Property. Provided the Property Owners have complied with the foregoing procedure, the Guarantor shall purchase the Property at the price established by the procedure set out above in Section 4, subject to the conditions set out below.

7. EVIDENCE OF TITLE. Upon fifteen (15) days after making such written request for Guarantor to purchase their property, Property Owners shall provide to the Guarantor a commitment for a title insurance policy to be issued in the name of the Guarantor in the amount of the purchase price as provided above. After receipt of such commitment, the Guarantor 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 the Guarantor is unwilling to waive the same, then the Guarantor shall have no obligation to purchase said 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 give written notice to the Guarantor, or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey said real estate to the Guarantor 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.

- 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: 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 who have provided services or materials for said Property. 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 the Guarantor at closing. Prior to closing the Property Owners shall give the Guarantor, 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 sale 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 GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to purchase or guarantee the purchase price upon the occurrence of all of the following events: i) waste is no longer being disposed of at the Expansion; ii) Guarantor serves notice of same upon the Property Owners; and iii) the Property Owners do not notify Guarantor of their exercise of the guarantee pursuant to Section 4 above within 60 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 the exercise of the guarantee and the termination provisions hereunder. Upon timely notice of their exercise of the guarantee by the Property Owners, the terms of this agreement shall remain in full force and effect.

Specifically, for this Agreement "waste is no longer being disposed of" shall occur when: (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 the Guarantor to operate the Expansion; (3) the Expansion has reached its approved design capacity or (4) the Guarantor 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 guarantee given by Guarantor to guarantee the Property value 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, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 9.

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.

GUARANTOR:

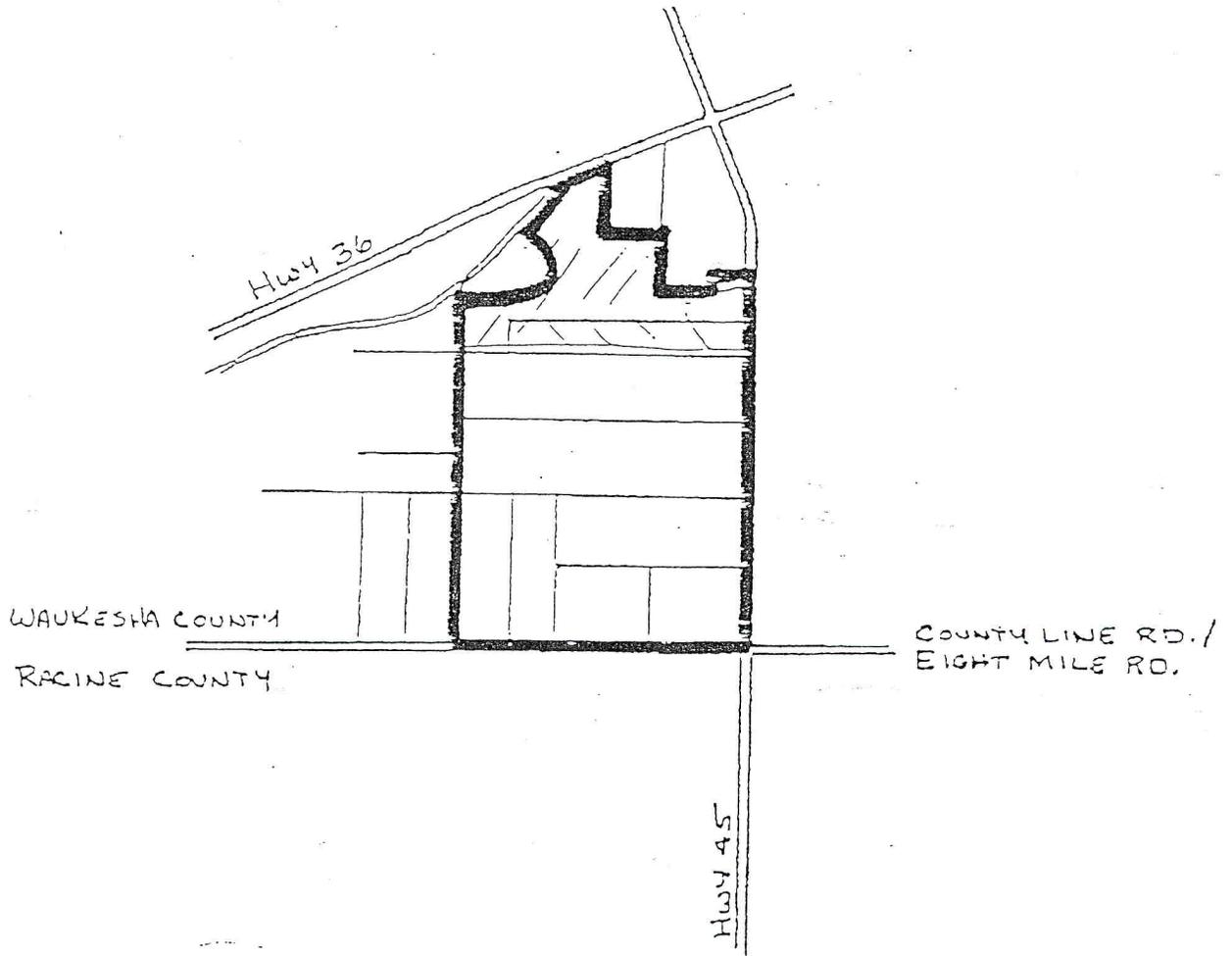
WASTE MANAGEMENT OF WISCONSIN, INC.

BY: _____

TITLE: _____

PROPERTY OWNER:

EXHIBIT F



Section 36 SW $\frac{1}{4}$

Tax Key No.

2303-998

2303-999

Section 36 SE $\frac{1}{4}$

Tax Key No.

2304-996

2304-997

2304-998

2304-998-001

2304-999

Section 36 NE $\frac{1}{4}$ and part of NW $\frac{1}{4}$

Tax Key No.

2301-997

2301-998

2301-999

Section 25 Part of SE $\frac{1}{4}$ and SW $\frac{1}{4}$

Tax Key No.

2259-980

2259-981

2259-995

ADDENDUM TO EXHIBIT G ~~ADDENDUM TO~~ LANDSCAPE CONCEPTUAL PLAN

The Landscape Conceptual Plan provided a preliminary design plan for the subject site. To advance the preliminary design to final design, while achieving the objectives set forth by the Landscape Conceptual Plan, additional criteria are necessary. The following criteria shall be adhered to in implementing the Landscape Conceptual Plan, which will create an improved and less costly environment for the End Use Plan.

PRESERVATION OF EXISTING VEGETATION

The Landscape Conceptual Plan depicts several locations on the subject site with existing trees, bushes, and shrubbery, that when preserved, will complement the proposed new landscaping. Waste shall consider the utilization of a qualified arborist to expand upon the minimum requirements listed below and to advise Waste of procedures and practices of preservation during activities on the subject site.

1. For large areas or groupings of trees, bushes, and shrubbery to be preserved, prior to any construction, earth movement, or disturbing of the soil surface within 100 feet of the area to be preserved, the area shall be clearly delineated. Said delineation shall be by the erection of a snow fence, high visibility plastic mesh fence, or similar material. Said delineation shall include the circumscribed outer branches of trees (under the crown) to be preserved to prevent disturbance of the natural woodland soil surface.
2. In instances where a single tree is to be preserved, or where Waste is unable to protect the area under a tree crown, in addition to fencing, preserved trees shall be marked by bright-color flagging.
3. Every effort shall be made to preserve the natural woodland floor. In instances where the preservation of the natural woodland floor is not practical, Waste shall simulate natural conditions by the use of natural ground cover, such as wood chips and leaves, in the disturbed area. Every effort shall be made to use wood chips from the pruning of preserved trees.
4. It is acknowledged the roots of trees, bushes and shrubbery to be preserved radiate out beyond the area circumscribed by the outer branches. When excavating near preserved vegetation, every attempt shall be made to "clean cut" any root over one-quarter inch in diameter, in-lieu-of shearing or tearing. When shearing or tearing is unavoidable during excavation, subject roots shall be "clean cut" immediately after the shearing activity. The "clean cut" may be completed by any type saw or pruning shears. The "clean cut" shall be made near the affected vegetation.

5. Preserved vegetation shall be pruned by a professional tree trimming firm or arborist in the following instances:
 - a. When activity or disturbance of any type; such as excavation, construction, filling or cutting of soil or paving, takes place over the root areas;
 - b. When roots are cut;
 - c. When the natural woodland floor is disturbed for any reason, even in the case of vehicle paths;
 - d. When the vegetation is damaged by accident;
 - e. When large limbs overhang a construction area or vehicle path, the limb shall be trimmed and pruned to avoid any contact with vehicles.
6. Accidental damage to any preserved vegetation shall be repaired under the direction of a qualified arborist.
7. Not in any event shall any materials be nailed, tacked, or permanently fastened to any preserved vegetation.

PLANTING OF NEW VEGETATION

The landscape Conceptual Plan shows the placement of many deciduous, coniferous, and shrub plantings at numerous locations on the entire subject site. The following shall apply in implementation of the new plantings.

1. Of the amounts of plantings shown on the Landscape Conceptual Plan, the actual amounts to be planted shall be double of that shown on the Plan for deciduous and coniferous trees, and triple for shrubs and bushes.
2. The planting of deciduous trees shall adhere to the following minimum requirements:
 - a. All shall be a minimum caliper of 2-1/2 inches at time of planting.
 - b. When groupings are shown on the plan, or two or more trees are to be planted in the same vicinity; the minimum spacing, at the base shall be 20 feet and the maximum spacing 40 feet between trees.
 - c. Species of trees shall be mixed to provide a variety of growing heights and colors, like a natural forest. Any two consecutive trees shall be of different species.

- d. The list of trees shown in Appendix A (attached), shall be utilized as the species of deciduous trees. The list is comprised of hardy species for this climate.
 - e. In any deciduous tree grouping of three or more, there shall be an equal distribution of slow, medium, and rapid growing species.
 - f. Notwithstanding the above, any deciduous tree planted underneath utility or power line, shall not exceed 20 feet at full growth.
 - g. Immediately after planting, newly planted deciduous trees shall be trimmed and pruned to facilitate new growth.
3. The planting of coniferous trees shall adhere to the following minimum requirements.
- a. Minimum height shall be eight (8) feet at time of planting.
 - b. Similar to the regulations for deciduous trees, a variety and mixture of coniferous species shall be utilized. Species shall include, but not limited to Austrian Pine, White Pine, Colorado Spruce and Arborvitae.
 - c. Minimum spacing between coniferous trees shall be 15 feet, and maximum of 30 feet, at their trunks.
 - d. Coniferous trees shall be planted at least 20 feet from any driveway, sidewalk or vehicle path.
 - e. Where a line of coniferous trees are shown on the Landscape Conceptual Plan, they shall be planted in a staggered pattern, in-lieu-of a straight line, to maximize growth and screening.
4. The planting of shrubs shall adhere to the following minimum requirements:
- a. The Landscape Conceptual Plan provides for the planting of 6 foot shrubs. The planting of shrubs between 1-1/2 and 3 feet in height, at time of planting, shall be appropriate.
 - b. A variety and mixture of shrubs shall be utilized for a variety of colors and growing heights. The species of shrubs shall include, but not limited to: all varieties of Arborvitae, Forsythia, Honeysuckle, Barberry and Privet.
 - c. Shrubs shall be utilized to "fill-in" spaces between deciduous and coniferous trees in high

- d. Deciduous-type shrubs must be pruned immediately after planting.
5. The Landscape Conceptual Plan does not show plantings along the northern perimeter of the subject site. Plantings shall be provided along this perimeter consistent with the planting patterns on the south edge of subject site.
6. Waste shall maintain new landscaping by watering, pruning, and fertilizing all plantings on the site with the guidance of a qualified arborist.
7. Any dead plant materials shall be immediately replaced with a like-species.

BERMS

The Landscape Conceptual Plan provides for the construction of berms at least 50 feet in width. The following shall apply to the berms:

1. All berms shall undulate 6 to 8 feet in height, and 8 to 10 feet in height if the berm is wider than 75 feet.
2. All plantings on the berms shall be staggered, and not planted in a straight line.
3. Besides the required berm plantings, the berms shall be seeded with a natural low growing ground cover, such as Dwarf Lace, Cotoneaster, Lily of the Valley, and Crownvetch. The natural ground cover will reduce long-term maintenance of the berms, such as grass cutting, and will eventually overtake any noxious weeds.

SOIL EROSION

Waste shall comply with City of Franklin regulations concerning Soil Erosion and Control when constructing berms and implementing the Landscape Conceptual Plan, and any other earth movement on the site.

APPENDIX A

<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>MATURE HEIGHT</u>	<u>RATE</u>
Crimean Linden	<i>Tilia euchlora</i>	35 feet	Medium
Pyramidal Linden	<i>Tilia pyramidalis</i>	35 feet	Medium
European Ash	<i>Fraxinus excelsior</i>	50 feet	Medium
Green Ash	<i>Fraxinus pennsylvanica lanceolata</i>	55 feet	Rapid
Haldenhai	<i>Ginkgo biloba (male only)</i>	60 feet	Slow
Sugar Maple	<i>Acer saccharum</i>	65 feet	Slow
Red Maple	<i>Acer rubrum</i>	60 feet	Medium
Columnar Red Maple	<i>Acer rubrum columnare</i>	50 feet	Medium
Columnar Norway Maple	<i>Acer platanoides ascendens</i>	40 feet	Medium
Imperial Honeylocust		35 feet	Rapid
Skyline Honeylocust		45 feet	Rapid
Strathmore Flowering Crab		20 feet	Slow
Eleyl Flowering Crab		20-25 feet	Medium
Snowdrift Flowering Crab	<i>Malus snowdrift</i>	15-18 feet	Medium
Bradford Pear	<i>Pyrus calleryana</i>	40 feet	Medium
Red Oak	<i>Quercus rubra</i>	70 feet	Slow
White Oak	<i>Quercus alba</i>	60 feet	Slow
Plane Tree	<i>Platanus occidentalis</i>	90 feet	Medium
Horse Chestnut	<i>Aesculus hippocastanum</i>	60 feet	Medium
Redbud	<i>Cercis canadensis</i>	20 feet	Medium
Purple Leaf Plum	<i>Prunus</i>	15 feet	Medium

NOTE: Growth Rate - SLOW - Less than one foot per year
 MEDIUM - one to two feet per year
 RAPID - over two feet per year

RECYCLING OPERATIONS:

The recycling area shall be located on Operator's Site. The recycling activities will include, but is 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. Operation criteria for the recycling area will be the same as those specified for the Expansion.

TIRE OPERATIONS:

The tire stockpiling and shredding area shall be located on Operator's Site. Tires stockpiled at the facility will be restricted to a containment area. Stockpiled tires will be shredded using a shredding unit. Operation criteria for the tire storage/shredding area will be the same as those specified for the Expansion.

COMPOSTING OPERATIONS:

The composting area shall be located on Operator's Site. The compost area will consist of a gently sloped, graveled pad and will utilize a windrow process. 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 will be the same as those specified for the Expansion.

METRO LANDFILL BORROW PIT

1. The proposed excavation shall take place in accordance with the plans approved by the Town of Raymond and the Racine County Planning and Development Committee. The excavation shall maintain a minimum of 200 foot setback from all property lines and a minimum 100 foot setback from the ordinary high water mark of all existing water bodies on site.
2. Adequate topsoil shall be retained on site for future restoration. Stockpiles of topsoil shall be temporarily seeded within five days of their formation. Stockpile side slopes shall be 3:1 or flatter. No operations or stockpiles are permitted in the existing pond areas on this parcel.
3. The hours of operation for this activity shall be 7:00 a.m. to 4:30 p.m., Monday through Friday, and 7:00 a.m. to 12:00 noon on Saturday. No Sunday or holiday operations are permitted. Operation shall be defined to include the operation of any vehicles or equipment.
4. All exposed slopes shall be covered with approximately six inches of topsoil and revegetated to prevent erosion. The revegetation effort shall be coordinated with the Southeast District office of DNR. All exposed slopes shall be covered and reseeded within 30 days of initial exposure.
5. Except for crossing Eight Mile Road with earthmoving equipment at the reinforced locations, no direct access for this excavation operation by heavy equipment and vehicles shall be made over public roads.
6. No sediment or other soil material shall be permitted to be transported/carried off this site and spilled/deposited on the public right-of-way or on abutting properties except Waste Management shall be permitted to construct a ramp to cross Eight Mile Road. Waste Management of Wisconsin, Inc. is responsible for cleaning up any such material that is spilled or tracked onto the public roadway or abutting properties within 24 hours of the occurrence.
7. All areas not quarried, farmed or used for driveways shall be maintained to control or eliminate noxious weeds in conformance with the Town of Raymond weed ordinance.
8. This quarrying activity shall be conducted in conformance with the State of Wisconsin Air Pollution Control regulations.
9. All noise shall be so muffled or otherwise controlled so as to not become objectionable due to intermittence, duration, beat frequency, impulse or periodic character, or shrillness, excepting

vehicle noises that OSHA or other statutory safety devices' noise controls emit. All noise from the site at the lot lines shall not exceed 85 decibels as established by a certified decibel meter.

10. This operation shall not locate, store, discharge, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous, or solid materials of such nature, quantity, obnoxiousness, toxicity, or temperature that might run off, seep, percolate, or wash or be harmful to human, animal, plant or aquatic life.

11. Dust control shall be established on all internal haul roads. Dust palliatives must be DNR approved. Airborne particulate matter shall not exceed Wisconsin State Administrative Code regulations.

12. Waste Management shall comply with all erosion control ordinances and comply with requests of the County for engineering studies and a run-off plan to efficiently convey away from the site storm water run-off.

13. Racine County and the Town of Raymond reserve the right to require, with 30 days notice, a complete set of elevations, including bottom of pit grades. These elevations must be taken by a registered land surveyor or a professional engineer. This operation shall not occur below the grades shown on the approved restoration plan documents. Waste Management of Wisconsin, Inc. shall be responsible for surveying or engineering costs required under this section.

14. Waste Management of Wisconsin, Inc. shall provide the Town of Raymond and the Racine Planning and Development office with an "as built" survey, when restoration is completed.

15. The applicant shall allow full and unlimited access to the project site at any reasonable time to any Town representative or County Planning Development Committee or Zoning office employee or representative who is investigating the project's construction, operation or maintenance.

16. All excavation and phase boundaries shall be staked or otherwise marked and may be inspected by the County Planning and Development office prior to the commencement of operations under this approval. Stakes shall be made of wood, steel, fiberglass or other suitable material as determined by Planning and Development office. Signs warning of the quarry operation shall be placed around the boundary. Such signs shall be metal or metal posts.

17. "EQUIPMENT/VEHICLES CROSSING" signs (black on orange, four feet square), shall be erected approximately 500 feet to 600 feet in advance both east and west of the Eight Mile Road crossing, when excavation/hauling operations occur. The applicant shall also

place flags or flashers on the signs. At all times, adequate warning and safety signs or devices shall be used, including any traffic controls or recommendations of the Town of Raymond Constable. All road or shoulder damage caused by earth moving equipment shall be promptly repaired by Waste Management of Wisconsin, Inc.

18. The Racine County Planning and Development Committee and the Town of Raymond shall have the right to require the submission of additional detailed drawings. Such drawings may include a plan view drawing and a description of the sequential stages of mining and storm water drainage plans. Additionally, it may require additional drawing be submitted to show the location of the phase and extent of the mining site to include, but not be limited to, mining refuse, sediment ponds, boundary stakes and the location and extent of the mining site to include, but not be limited to, mining refuse, sediment ponds, sediment basins, stockpiles, structures, roads, utilities and other permanent or temporary facilities used in the mining. Also the Department may require the submission of a timetable for commencement, duration and succession of the mining operations and the identification of the phasing of operations, if applicable. The mining shall be scheduled in such a manner to excavate the materials as quickly as practicable.

19. The applicant is responsible for obtaining all necessary federal, state and local permits, approvals and licenses.

20. No additional, deletions or changes may be made to these conditions without the prior approval of the Planning and Development Committee and the Town of Raymond. Minor changes can be approved utilizing the site plan approval process, without the need for a public hearing, if such changes are necessitated or required by any Federal or State agency having authority over the mining.

21. No solid waste shall be sorted, processed or disposed of in the borrow pit or on the property described in the plans and this provision shall be set forth in a deed restriction to be executed by Waste Management of Wisconsin, Inc. in favor of and running to the Town of Raymond and Racine County.

22. The perimeter shall be fenced with six foot cyclone non-climb fencing and shall be sign-controlled. "No trespassing" signs shall be placed at minimum 50 yard intervals around the perimeter of the property. Fencing shall be completed prior to excavation activities being commenced.

23. The clay borrow pit shall be opened, excavated, and restored no later than the tenth anniversary date of the effective date of this agreement.

24. The Town of Raymond shall have authority to enforce this landfill borrow pit agreement and all of the obligations and

requirements found herein. The Town of Raymond shall be permitted to seek injunctive relief, damages, and such other remedies as may exist under town, state, or federal law, including any common law remedies. In addition, the Town of Raymond may enforce any of the violations of this clay borrow pit agreement as if the same were a municipal ordinance violation and may assess per diem fines as if the same were ordinance violations. Waste Management of Wisconsin, Inc. retains all rights of appeal as are provided for under § 800.14, Wis. Stats. if this method of enforcement is selected.

25. Notwithstanding the Town of Raymond's authority to enforce the terms of this agreement, the County shall have jurisdiction and authority to enforce County zoning regulations and any and all special use permit conditions including any subsequent requirements with respect to restoration of the site.

26. Waste Management agrees to donate to the County, upon the County's request, the entire clay borrow pit property. The County shall make a request for such donation at any time during the period between the execution of this Agreement and the completion of restoration of the clay borrow pit. The conveyance and the use of the property shall be upon such terms and conditions as are mutually agreed to by the parties.

Exhibit I

LIST OF VOCs

Acetone

~~Allyl chloride~~

Benzene

Bromobenzene

Bromodichloromethane

Bromoform

Bromomethane

Carbon disulfide

Carbon tetrachloride

Chlorobenzene

Chloroethane

Chloroform

Chloromethane

Cumene

~~1,2-Dichlorobenzene~~

1,3-Dichlorobenzene

~~1,4-Dichlorobenzene~~

1,1-Dichloroethane

1,2-Dichloroethane

1,1-Dichloroethylene

cis-1,2-Dichloroethylene

trans-1,2-Dichloroethylene

1,2-Dichloropropane

1,3-Dichloropropane

1,1-Dichloropropene

2,2-Dichloropropane

cis-1,3-Dichloropropene

trans-1,3-Dichloropropene

Dichlorodifluoromethane

Dichlorofluoromethane

Dichloromethane (methylene chloride)

~~2,4-Dinitrotoluene~~

~~2,6-Dinitrotoluene~~

Ethyl ether

Ethylbenzene

Methyl ethyl ketone

Methyl isobutyl ketone

Methyl-tert-butyl ether (MTBE)

Methylene chloride

Styrene

1,1,1,2-Tetrachloroethane

1,1,2,2-Tetrachloroethane

Tetrachloroethylene

Tetrahydrofuran

Toluene

1,1,1-Trichloroethane

1,1,2-Trichloroethane

1,1,2-Trichlorotrifluoroethane

Trichloroethylene

Trichlorofluoromethane

Vinyl Chloride

m-Xylene

o-Xylene

Ann 1

METRO LANDFILL BORROW PIT

1. The proposed excavation shall take place in accordance with the plans approved by the Town of Raymond and the Racine County Planning and Development Committee. The excavation shall maintain a minimum of 200 foot setback from all property lines and a minimum 100 foot setback from the ordinary high water mark of all existing water bodies on site.
2. Adequate topsoil shall be retained on site for future restoration. Stockpiles of topsoil shall be temporarily seeded within five days of their formation. Stockpile side slopes shall be 3:1 or flatter. No operations or stockpiles are permitted in the existing pond areas on this parcel.
3. The hours of operation for this activity shall be 7:00 a.m. to 4:30 p.m., Monday through Friday, and 7:00 a.m. to 12:00 noon on Saturday. No Sunday or holiday operations are permitted. Operation shall be defined to include the operation of any vehicles or equipment.
4. All exposed slopes shall be covered with approximately six inches of topsoil and revegetated to prevent erosion. The revegetation effort shall be coordinated with the Southeast District office of DNR. All exposed slopes shall be covered and reseeded within 30 days of initial exposure.
5. Except for crossing Eight Mile Road with earthmoving equipment at the reinforced locations, no direct access for this excavation operation by heavy equipment and vehicles shall be made over public roads.
6. No sediment or other soil material shall be permitted to be transported/carried off this site and spilled/deposited on the public right-of-way or on abutting properties except Waste Management shall be permitted to construct a ramp to cross Eight Mile Road. Waste Management of Wisconsin, Inc. is responsible for cleaning up any such material that is spilled or tracked onto the public roadway or abutting properties within 24 hours of the occurrence.
7. All areas not quarried, farmed or used for driveways shall be maintained to control or eliminate noxious weeds in conformance with the Town of Raymond weed ordinance.
8. This quarrying activity shall be conducted in conformance with the State of Wisconsin Air Pollution Control regulations.
9. All noise shall be so muffled or otherwise controlled so as to not become objectionable due to intermittence, duration, beat frequency, impulse or periodic character, or shrillness, excepting

vehicle noises that OSHA or other statutory safety devices' noise controls emit. All noise from the site at the lot lines shall not exceed 85 decibels as established by a certified decibel meter.

10. This operation shall not locate, store, discharge, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous, or solid materials of such nature, quantity, obnoxiousness, toxicity, or temperature that might run off, seep, percolate, or wash or be harmful to human, animal, plant or aquatic life.

11. Dust control shall be established on all internal haul roads. Dust palliatives must be DNR approved. Airborne particulate matter shall not exceed Wisconsin State Administrative Code regulations.

12. Waste Management shall comply with all erosion control ordinances and comply with requests of the County for engineering studies and a run-off plan to efficiently convey away from the site storm water run-off.

13. Racine County and the Town of Raymond reserve the right to require, with 30 days notice, a complete set of elevations, including bottom of pit grades. These elevations must be taken by a registered land surveyor or a professional engineer. This operation shall not occur below the grades shown on the approved restoration plan documents. Waste Management of Wisconsin, Inc. shall be responsible for surveying or engineering costs required under this section.

14. Waste Management of Wisconsin, Inc. shall provide the Town of Raymond and the Racine Planning and Development office with an "as built" survey, when restoration is completed.

15. The applicant shall allow full and unlimited access to the project site at any reasonable time to any Town representative or County Planning Development Committee or Zoning office employee or representative who is investigating the project's construction, operation or maintenance.

16. All excavation and phase boundaries shall be staked or otherwise marked and may be inspected by the County Planning and Development office prior to the commencement of operations under this approval. Stakes shall be made of wood, steel, fiberglass or other suitable material as determined by Planning and Development office. Signs warning of the quarry operation shall be placed around the boundary. Such signs shall be metal or metal posts.

17. "EQUIPMENT/VEHICLES CROSSING" signs (black on orange, four feet square), shall be erected approximately 500 feet to 600 feet in advance both east and west of the Eight Mile Road crossing, when excavation/hauling operations occur. The applicant shall also

place flags or flashers on the signs. At all times, adequate warning and safety signs or devices shall be used, including any traffic controls or recommendations of the Town of Raymond Constable. All road or shoulder damage caused by earth moving equipment shall be promptly repaired by Waste Management of Wisconsin, Inc.

18. The Racine County Planning and Development Committee and the Town of Raymond shall have the right to require the submission of additional detailed drawings. Such drawings may include a plan view drawing and a description of the sequential stages of mining and storm water drainage plans. Additionally, it may require additional drawing be submitted to show the location of the phase boundary stakes and the location and extent of the mining site to include, but not be limited to, mining refuse, sediment ponds, sediment basins, stockpiles, structures, roads, utilities and other permanent or temporary facilities used in the mining. Also the Department may require the submission of a timetable for commencement, duration and succession of the mining operations and the identification of the phasing of operations, if applicable. The mining shall be scheduled in such a manner to excavate the materials as quickly as practicable.

19. The applicant is responsible for obtaining all necessary federal, state and local permits, approvals and licenses.

20. No additional, deletions or changes may be made to these conditions without the prior approval of the Planning and Development Committee and the Town of Raymond. Minor changes can be approved utilizing the site plan approval process, without the need for a public hearing, if such changes are necessitated or required by any Federal or State agency having authority over the mining.

21. No solid waste shall be sorted, processed or disposed of in the borrow pit or on the property described in the plans and this provision shall be set forth in a deed restriction to be executed by Waste Management of Wisconsin, Inc. in favor of and running to the Town of Raymond and Racine County.

22. The perimeter shall be fenced with six foot cyclone non-climb fencing and shall be sign-controlled. "No trespassing" signs shall be placed at minimum 50 yard intervals around the perimeter of the property. Fencing shall be completed prior to excavation activities being commenced.

23. The clay borrow pit shall be opened, excavated, and restored no later than the tenth anniversary date of the effective date of this agreement.

24. The Town of Raymond shall have authority to enforce this landfill borrow pit agreement and all of the obligations and

requirements found herein. The Town of Raymond shall be permitted to seek injunctive relief, damages, and such other remedies as may exist under town, state, or federal law, including any common law remedies. In addition, the Town of Raymond may enforce any of the violations of this clay borrow pit agreement as if the same were a municipal ordinance violation and may assess per diem fines as if the same were ordinance violations. Waste Management of Wisconsin, Inc. retains all rights of appeal as are provided for under § 800.14, Wis. Stats. if this method of enforcement is selected.

25. Notwithstanding the Town of Raymond's authority to enforce the terms of this agreement, the County shall have jurisdiction and authority to enforce County zoning regulations and any and all special use permit conditions including any subsequent requirements with respect to restoration of the site.

26. Waste Management agrees to donate to the County, upon the County's request, the entire clay borrow pit property. The County shall make a request for such donation at any time during the period between the execution of this Agreement and the completion of restoration of the clay borrow pit. The conveyance and the use of the property shall be upon such terms and conditions as are mutually agreed to by the parties.