

Town of Harrison Landfill Agreement

March 1997

- Local Town of Harrison &
Calumet County Local
Committee
- Appleton Papers Inc.
- Town of Harrison
- Calumet County

Town of Harrison Landfill Agreement

Table of Contents

	<u>PAGE</u>
<u>DEFINITIONS</u>	1
<u>ARTICLE 1 - ECONOMIC PROTECTION</u>	3
A. General Provisions	3
B. Class of Eligibility; Eligible Owners	3
C. Identification of Eligible Owners of Eligible Parcels	3
D. Amount of Payment	5
E. Payments to Eligible Owners of Eligible Parcels	6
<u>ARTICLE 2 - SCOPE OF THE AGREEMENT</u>	8
A. General Scope	8
B. Expansion	8
C. Coverage	8
D. The Site	11
<u>ARTICLE 3 - TERM/CLOSURE</u>	12
A. Term/Amendments	12
B. Cessation of Operations	12
C. Discretion to Cease Operations	12
D. Temporary/Emergency Closure	13
<u>ARTICLE 4 - OWNERSHIP/RESPONSIBILITY</u>	14
A. Control by Appleton Papers	14
B. Control of Actions	14
C. Hazard Notice	15
D. Specific Responsibilities of Appleton Papers	15
E. Transfer of License	16
F. Assignment	17
<u>ARTICLE 5 - WASTES DEPOSITED</u>	18
A. Disposal	18
B. Storage/Treatment	18
C. Hazardous Waste/Disposal/Storage/Treatment	18

<u>ARTICLE 6 - TOPSOIL</u>	19
A. Closure Operations	19
B. Topsoil	19
C. Cap	19
 <u>ARTICLE 7 - LOCAL APPROVALS</u>	20
A. General Waiver	20
B. Recourse by the Town	20
C. Additional Specific Waivers	21
D. Cooperation	21
 <u>ARTICLE 8 - HOURS AND DAYS OF OPERATION</u>	22
A. Normal Hours and Days of Operation	22
B. Expanded Hours and Days of Operation	22
C. Notice to Clerk	23
D. Non-applicability to Closure and Long-Term Care	23
E. Entry for Special Purposes	23
 <u>ARTICLE 9 - MUNICIPAL RIGHTS AT THE LANDFILL</u>	24
A. Access	24
B. Safety Precautions	24
C. Testing	24
D. Specific Actions	24
 <u>ARTICLE 10 - PLAN OF OPERATION</u>	25
A. Plan Compliance	25
B. Design Capacity	25
C. Height of the Active Fill Area	25
D. Specific Setback	25
E. Reports Distributed by Appleton Papers	26
F. Reports Received by Appleton Papers	26
G. Test Reports	26
H. Reporting to the County	26
I. Attendant	26
J. Long-Term Care Attendant	26
K. Responsible Person	27
L. Notice to Authorized Transporters	27

<u>ARTICLE 11 - MISCELLANEOUS OPERATIONAL CONTROLS</u>	29
A. Use After Closure	29
B. Vehicle Housing	30
C. Improvements in the Landfill	30
D. Statutory/Regulator/Administrative Compliance	30
E. Litter/Discharge	30
F. General Landfill Maintenance	31
 <u>ARTICLE 12 - BENEFICIAL REUSE</u>	 32
Re-Use/Recycling	
 <u>ARTICLE 13 - ROADS</u>	 33
A. Primary Route	33
B. Detours Outside Officially Imposed Detours of All Traffic	33
C. Damage Assessment	33
D. Routes to be Agreed Upon in Advance	34
E. Access Point	34
F. Funding	34
G. Signs/Tire Cleaner	34
H. Truck Containers	34
I. Authorized Transporters	35
J. Road Parking/Other Traffic Ordinances	35
 <u>ARTICLE 14 - FENCING/LANDSCAPING</u>	 36
A. General Fences	36
B. Locks/Gates	36
C. Security	36
D. Landscaping	37
E. Site Cover	37
 <u>ARTICLE 15 - MUNICIPAL SERVICES</u>	 38
A. Reimbursements	38
B. Special Assessments	38
C. Special Equipment/Sewer and Water System	38
D. Additional Personnel	39
E. Fire Protection/Ambulance Services	39
F. Legal and Negotiation Fees	40

<u>ARTICLE 16 - PUBLIC HEALTH PROTECTION AND REMEDIAL ACTION</u>	41
A. Groundwater Monitoring, Baseline Testing	41
B. Environmental Monitoring	42
C. Performance Boundary Monitoring	43
D. Immediate Water Replacement	44
E. Joint Committee to Ascertain Causation	44
F. If Joint Committee Determines Landfill is Cause	45
G. If Joint Committee Determines Landfill is not Cause	45
H. Replacement Water Conditional Upon Reasonable Access	45
I. Recovery of Costs	45
 <u>ARTICLE 17 - PAYMENT TO THE TOWN AND COUNTY</u>	 46
A. Taxes	46
B. Tipping	46
C. Minimum Payments	47
D. Payments to be Made Quarterly	47
E. Allocation as between Town and County	47
F. Prior Licensure Payment	47
G. Payment to the Treasurer	48
H. Documentation of Amount	48
I. No Refund for Removal	48
 <u>ARTICLE 18 - REMEDIES</u>	 49
A. Legal Actions	49
B. Court Action by the Town or County	49
C. Administrative Action by Town or by the County	49
D. Indemnification	50
 <u>ARTICLE 19 - GENERAL PROVISIONS</u>	 51
A. Notice to Parties/Complaints/Concerns	51
B. Headings	51
C. Waiver	51
D. Complete Agreement	51
E. Presumption of Draftsmanship	52
F. Governing Law	52
G. Saving Provision	52
H. No Ownership or Control	52

Town of Harrison Landfill Agreement

March 1997

DEFINITIONS

Active Fill Area means the area of fill of the Landfill on the Site as further described in the Feasibility Report approved by DNR and in compliance with this agreement in design capacity. (See Exhibit 1, Page 2 of 3)

Appleton Papers means Appleton Papers Inc., a corporation organized under the laws of the State of Delaware, its officers, its employees and its agents.

Authorized Transporter means any person authorized by Appleton Papers Inc. to transport and dispose waste to or from the Landfill.

Beneficial Reuse is the recycling of Waste and means the unearthing, excavation, removal, minor processing such as moisture addition, transporting from the Landfill of Waste for beneficial uses beyond the Landfill such as fill for road beds, use in cinder block aggregate and the like.

County means Calumet County in Wisconsin, its officers, its employees and agents.

Disposal Operations is understood to include the construction, disposal, storage, treatment, maintenance, reconstruction, closure, long-term care, transportation of Waste to and from the Landfill and repair operations in the Landfill.

DNR means Wisconsin Department of Natural Resources.

Final Closure means the date at which time no further Waste shall be transported to or disposed of by any person at the Landfill: a) the date Appleton Papers Inc. notifies the Town in writing that Appleton Papers no longer will dispose at the Landfill, or b) the date after closure, capping or covering on which the DNR approves construction documentation demonstrating closure and capping or covering of the Landfill, c) that date the DNR or a court orders permanent closure of the landfill for beneficial reuse and/or for disposal of waste.

Hazardous Waste shall be as defined in Wis. Admin. Code NR 600.03(98), et seq. or its successor provisions.

Landfill is that area in the Feasibility Report approved by DNR to be developed as a landfill and includes the Active Fill Area, appurtenances and access roads. The Landfill is within the Landfill-Site, and is only that area of the Landfill-Site licensed by DNR as the solid waste disposal facility and to be bounded by fencing pursuant to a DNR approved Feasibility Report. (See Exhibit 1, Page 3 of 3)

Local Committee shall mean the committee made up of representatives from the Town and Calumet County that have been negotiating this Agreement with Appleton Papers and which was formed pursuant to Wisconsin Statutes, Sec. 144.445(7).

Operations Related Thereto shall mean any use, any business and any operations owned, leased or operated by Appleton Papers, its independent contractors or authorized transporters in the Town outside the Landfill related to the Disposal Operations.

Plan of Operation means the written plan submitted by Appleton Papers and approved by the DNR per Wis. Stats. 144.44(3) and any future amendments thereto submitted by Appleton Papers to and approved by the DNR for the Landfill that describes its location, design, construction, documentation, monitoring, sanitation, operation, maintenance, closing and long-term care.

Remedial Action has the meaning provided in section 9601(24) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended.

Removal Action has the meaning provided in section 9601(23) of CERCLA, as amended.

Site, for purposes of this Agreement, and the convenience of the parties shall mean the area, of approximately 60 acres more or less, outside the Landfill. (See Exhibit 1, Page 3 of 3)

The "Landfill-Site" is described in the Initial Site Report and addenda filed with the Department of Natural Resources, and comprises the former Rusch property of approximately 120 acres bounded by Highway 10 on the north and Peters Road on the west which Landfill-Site is primarily the SW 1/4 of the NW 1/4 of Section 17 in the Town of Harrison, Calumet County. The combined term "Landfill-Site" for convenience of the parties is the entire 120 acre parcel. (See Exhibit 1, Page 1 of 3)

Town means the Town of Harrison and its officers, employees and agents in Calumet County, Wisconsin.

Waste means paper mill waste including ash, bark, wood waste, pulp waste, and sludge. It does not include sanitary waste, garbage or litter.

**ARTICLE 1
ECONOMIC PROTECTION**

A. General Provisions

The economic protection as described in this Article 1, shall apply only to those portions of parcels located within the shaded areas depicted on **Exhibit 1, Page 1 of 3**, surrounding the Landfill ("Eligible Parcel(s)"). All areas, parcels and portions of parcels outside the shaded areas on **Exhibit 1** are ineligible.

The economic protection payments to be made under this Article 1 are a determination by the parties to this Agreement of the market value and enjoyment impacts allegedly relating to the Landfill which the subject Landfill will have on surrounding properties. The acceptance of the compensation amount by the current property owners listed in paragraph C herein shall not be deemed a waiver of any legal right said owners may have to bring or participate in any legal action against Appleton Papers to remedy environmental, nuisance, health, safety or real property impacts, damages or injuries alleged to be caused by construction, operation, maintenance, repair and long-term care of the Landfill. However, any such action shall not be the basis for attempting to obtain further payment from Appleton Papers for the alleged diminution of property value or quiet enjoyment caused by the Landfill unless such diminution, enjoyment impact or environmental, nuisance, health, safety or real property impact, damage or injury is shown by such owner or successor to have caused impact, injury or damage to his property in excess of the compensation received hereunder. Subsequent owners and successors in title of any parcel shall be deemed, for purposes of the preceding sentence, to have been compensated to the same extent that any owner in the chain of title of such parcel has received compensation hereunder.

B. Class of Eligibility; Eligible Owners

The only Eligible Persons are current property owners of Eligible Parcels identified in paragraph C below.

C. Identification of Eligible Owners of Eligible Parcels

The following persons are identified as current property owners of Eligible Parcels as of the date of this Agreement. To the knowledge of the parties, no other persons have an ownership interest in Eligible Parcels. No persons, other than those identified herein, are eligible.

CASH PAYMENT
AMOUNT
(per paragraph D)

Delores M. Siewert
N8650 Peters Road
Menasha, WI 54952

\$ 13,653

*jointly as a group relative to the
Eligible Parcel and not individually

Town of Harrison Landfill Agreement**March 1997****CASH PAYMENT
AMOUNT
(per paragraph D)**

Edward J. Marx*
Alice M. Marx
W4535 Manitowoc Road
Menasha, WI 54952

\$ 4,859

Barbara Buechel*
Mary Peters
Mark Peters
Michael Peters
John Peters
1600 Oakridge Ave.
Kaukauna, WI 54130

\$ 16,275

Isadore F. Marx
W4783 Manitowoc Road
Menasha, WI 54952

\$ 9,807

John P. Hopfensperger*
Rebecca J. Hopfensperger, a.k.a. Rebecca J. Dietzen
P.O. Box 268
Sherwood, WI 54169

\$ 6,468

Earl Nettekoven*
Marilyn Nettekoven
N8709 Harwood Road
Menasha, WI 54952

\$ 9,241

Dale L. Deno*
Kum Cha Deno
W4236 Hwy 10
Menasha, WI 54952

\$ 28,586

Michael Mader
N8580 County M
Menasha, WI 54952

\$ 4,859

Mark A. Peters
N8729 Peters Rd.
Menasha, WI 54952

\$ 27,322

*jointly as a group relative to the
Eligible Parcel and not individually

	CASH PAYMENT AMOUNT (per paragraph D)
Cletus Meyerhofer W4675 Hwy 10 Menasha, WI 54952	\$ 31,675
Charles Apitz* Lois Apitz W4484 Hwy 10 Menasha, WI 54952	\$ 30,572
Ella Apitz W4464 Hwy 10 Menasha, WI 54952	\$ 25,308
Eugene H. Mueller* Laurel E. Mueller W4203 Hwy 10 Menasha, WI 54952	\$ 29,839
Mary J. Kluever* Arthur E. Blank W4251 Hwy 10 Menasha, WI 54952	\$ 11,536
TOTAL:	\$250,000

*jointly as a group relative to the
Eligible Parcel and not individually

D. Amount of Payment

The amount of the payment as to an Eligible Parcel shall have two components.

1. Property Diminution Portion Of Payment
2. Lack Of Quiet Enjoyment Portion Of Payment

The total of all payments to all property owners who are owners of parcels in the shaded area of Exhibit 1 for property diminution and lack of quiet enjoyment shall collectively be the sum total of \$250,000. This amount shall be allocated among such Eligible Persons by the Local Committee prior to execution of this Agreement. Such allocation among the above current property owners as indicated above is approved by all parties to this Agreement by execution of this Agreement. These amounts, when accepted and endorsed by the eligible property owners, do not negate or limit any rights, claims or actions they individually may have against Appleton Papers or its authorized transporters, including actions in trespass, negligence and public nuisance.

E. Payments to Eligible Owners of Eligible Parcels

County approval of Appleton Papers' conditional use application under County zoning is a precondition to this Agreement and any payments hereunder. If in its conditional use approval, County approval has any condition beyond those requirements specifically set forth in this Agreement, such condition must be acceptable to Appleton Papers before the Agreement is so executed by the parties. Thereafter, the Eligible Persons noted herein shall receive payment, in the manner described below.

Payment shall be made in two equal installments of 50% each. The first installment shall be due thirty (30) days after execution of the Agreement by the Town and after approval in writing by the County of Appleton Papers' conditional use application and favorable final approval by DNR of feasibility.

The second installment shall be due thirty (30) days after DNR favorable approval in writing of the Plan of Operation for the Landfill and County approval of Appleton Papers' conditional use application.

A precondition to all payments of the first installment is DNR favorable final determination of feasibility for the Landfill and County approval of Appleton Papers' conditional use application.

A precondition to all payments of the second installment is DNR favorable approval of the Plan of Operation for the Landfill and County approval of Appleton Papers' conditional use application.

A precondition to any payment to any particular Eligible Person or Persons is assurance by legal counsel or title insurance to the Town, County, and Appleton Papers that the Eligible Persons have title in fee simple, subject to easements and highway conveyances of record, recorded in the Register of Deeds Office for Calumet County to the particular Eligible Parcel. Such assurances of title shall be procured by Appleton Papers at its expense; however, Eligible Persons shall cooperate with Appleton Papers to resolve any questions surrounding their title.

Appleton Papers shall make payment in checks in the amount established by paragraph D as a lump sum payment to an escrow agent attorney acceptable to the Town within thirty (30) business days of the date established in the preceding paragraph. Payment will be turned over by the escrow agent to the eligible owners pursuant to written instructions of the Town in the form of checks made out jointly to the Town of Harrison together with all owners of each respective Eligible Parcel. Checks shall recite that Endorsee accepts principles set forth in Landfill Agreement between Town of Harrison, Calumet County and Appleton Papers.

The list of property owners in paragraph C shall be frozen as of the date of entering into of this

Agreement by Appleton Papers and the Local Committee. Any sale, lease, transfer or conveyance subsequent to such date shall not negate the obligation to pay the above noted amounts as to that eligible Person and as to all eligible Persons of that otherwise Eligible Parcel. However, subsequent owners shall not be entitled to any economic protection, enjoyment impact or property diminution payment from Appleton Papers. All subsequent owners and successors in title shall be deemed to take title with full knowledge of the proposed construction, operation and maintenance of this Landfill and this Agreement.

During or preceding the time period when payment is due, any sale, lease, transfer or conveyance of any type by any one of the named eligible Person(s) of any part of the eligible parcels to Appleton Papers shall negate the obligation by Appleton Papers to pay the above-noted amounts to that eligible Person and as to all eligible Persons of that otherwise Eligible Parcel.

Eligible property owners or their authorized agent shall accept the checks from the escrow agent and shall accept payment within sixty (60) days of their receipt of the checks made payable to them from Appleton Papers. Failure to accept the checks and accept payments within the time period will negate any requirement for payment to the individual current property owners who refuse to accept and endorse the checks. The Town board shall be informed in writing by the escrow agent of the status of all endorsements and payments within thirty (30) days of receipt of the checks by the escrow agent from Appleton Papers.

Multiple or joint owners of any Eligible Parcel will be entitled only to share in the Cash Payment Percentage consistent with their ownership interest; however, pro rata or partial payments shall not be made. If less than all owners endorse the joint check within the time limit set forth in the preceding paragraph, no payment shall be made as regards that Parcel.

Any unpaid sums shall revert to Appleton Papers. The cash payment amount allocated a Parcel shall revert to Appleton Papers if such Parcel is purchased by Appleton Papers. This list of eligible persons is exclusive. It is the intent of the parties that lien holders, mortgage holders, financial institutions and any persons not listed are therefore not eligible for any cash payment hereunder.

ARTICLE 2 SCOPE OF THE AGREEMENT

A. General Scope

This Agreement governs the activities of Appleton Papers, its Authorized Transporters, the County and the Town only insofar as they relate to the construction of the Landfill, the related Disposal Operations, Beneficial Reuse, closure and long-term care of the Landfill. This Agreement does not affect nor do the parties contemplate that the Agreement affects or deals with or restricts in any manner any other operations, uses or activities of Appleton Papers, its Authorized Transporters, the County or the Town in the Town except the specific construction, Beneficial Reuse and Disposal Operations, including closure operations and long-term care operations at the Landfill noted herein, except where specifically noted in this Agreement.

B. Expansion

Nothing in this Agreement is intended to address any expansion of the Landfill, the use of the roads, buildings, equipment storage area, sedimentation basin or other related items at or after expansion at the Landfill or any other location in the Town for additional disposal and design capacity over the amount of 934,300 cubic yards of Waste and material established as the maximum disposal capacity for the Active Fill Area under this Agreement and established by the Plan of Operation as the amount approved by the DNR.

C. Coverage

1. This Agreement, notwithstanding Article 7, Section A and except as noted in Article 7, Section C, does not waive or limit any jurisdiction or control the Town or County has or may have in the future over any uses, activities or businesses at any other location beyond the Landfill in the Town by Appleton Papers or its authorized transporters. This Agreement does not waive or limit any jurisdiction or control the Town or County has or may have over any disposal, storage or treatment of Waste or other material by Appleton Papers or any of its authorized transporters beyond the Landfill, except as specifically noted in this Agreement. This Agreement, notwithstanding Article 7, does not waive or limit any jurisdiction or control the Town or County has or may have over any uses, activities or businesses by Appleton Papers or any person in the Landfill during the term of this Agreement or thereafter, including the storage or treatment of Waste or other material, except the specific construction, Beneficial Reuse, and Disposal Operations, including closure operations and long-term care operations that are authorized by this Agreement for Appleton Papers and its authorized transporters in the Landfill, including the transport of Waste or material to and from the Landfill.

2. This Agreement does not specifically waive or limit any jurisdiction and control and enforcement over Appleton Papers or any other Person the Town or County has or may have in the future in any location in the Town outside the Landfill; including, but not limited to the right:

- a. To control and regulate vehicle travel by Appleton Papers or its authorized transporters by the enactment and the enforcement of any vehicle speed or other rules of the road regulations by the Town or County in the Town except the specific weight limits, road closure, specific detour, specific truck route provisions noted herein in the Agreement and truck routes agreed under Article 13.
- b. To control and regulate litter or discharge of litter by the enforcement of regulations against Appleton Papers or its authorized transporters. For purposes of this provision waste blown, discharged, spilled or dropped from trucks beyond the Landfill is litter.
- c. To control and regulate the issuance and revocation of any building or fire safety permits for Appleton Papers required or to be required by the Town or County in the Town.
- d. To control and regulate public nuisance under its statutory authority.

3. Nothing under the preceding paragraphs in this section shall be construed as acquiescence or agreement expressly or by implication by Appleton Papers during the term of this Agreement to any municipal rule, regulation, restriction, or ordinance, calculated to restrict or discriminate against access or use, or that would prohibit, discriminate against, limit or restrict Beneficial Reuse, or Disposal Operations, related to the proposed Landfill and the Active Fill Area to be constructed, operated and maintained by Appleton Papers or its authorized transporters as authorized by the Agreement. This does not negate right of Town or County as provided in Article 18.

4. This Agreement, during its term, does not waive or limit jurisdiction or control the Town or County has or may have over any use, activities or business at any location in the Town related to hazardous waste disposal, hazardous waste storage or hazardous waste treatment by Appleton Papers or any other person. This paragraph is specific to hazardous waste definitions under current law. In the event of reclassification of ash and sludge as hazardous due to a future rewriting of applicable law or regulations, then in such event, ash and sludge may continue to be disposed in the Landfill if such disposal is approved in writing by DNR, and continued disposal at the Landfill of ash and sludge is deemed environmentally safe by an expert appointed by the Town and Appleton Papers. The expert shall be qualified to landfill design and solid waste disposal practices. If the parties cannot agree on an expert, each shall appoint an expert who will select a third expert, which third expert will then tender the opinion. To the extent feasible, the expert(s) shall be consulted before proposed regulations are finalized. The expert opinion shall be rendered within 90 days of the issue being presented in writing to the first expert.

5. This Agreement, during its term, does not waive or limit any jurisdiction or control the Town or County has or may have, including zoning or land use permits and licenses over the Site, over any expansion of the proposed Active Fill Area or at any location in the Town by Appleton Papers or any other Person in the Town beyond the design capacity of the Active Fill Area established in this Agreement. This Agreement specifically does address transportation of Waste and other materials beyond the Landfill, transportation and road rights, obligations and responsibilities related to Disposal Operations beyond the Landfill, specific land use rights, obligations and responsibilities related to Disposal Operations beyond the Landfill, litter and discharge rights, obligations and responsibilities related to Disposal Operations. The Site shall remain owned, controlled and maintained by Appleton Papers as noted in Article 4, Section A.

6. The Site (understood as the area beyond the Landfill) shall have uses, businesses and activities conducted on it that are consistent from a land-use perspective with the uses, businesses and activities at the Landfill and that are consistent with and in compliance with any existing or future Town or County zoning and land use controls for the Site. The current County zoning of the Site is general agricultural (A-3). The current County zoning of the Landfill is general agricultural (A-3). Appleton Papers will seek no rezoning of the Site, and the Landfill, without written approval of the Town. All zoning and land use controls, zoning conditions, including conditional uses approved, for the Site and Landfill shall be consistent with and in compliance with this Agreement during the term of this Agreement. Nothing in the Agreement shall establish any non-conforming uses, including uses at the landfill for purposes of zoning regulations. Nothing in this Agreement shall establish any vested rights for purposes of land use regulations beyond these rights authorized by this Agreement for the proposed Landfill, Disposal Operations and Beneficial Reuse operations. The Town or County or both, depending on the appropriate zoning and land-use controls and jurisdiction, shall determine the appropriate zoning and land-use controls and uses for the Landfill, the Active Fill Area and the Site, subject to this Agreement and the waiver provided herein.

7. The Site shall, at Final Closure of the Landfill, and until forty (40) years after Final Closure be zoned or rezoned by the Town or County and maintained by Appleton Papers with the Landfill and Site as a nature conservancy area during the remainder of this term, unless the Town and County and Appleton Papers agree in writing to a more appropriate zoning.

8. The Site, except as noted in this Agreement, until Final Closure, shall have no buildings, roads, improvements or structures, constructed or installed on it without written approval of the Town and County or without approval of the DNR except as noted in Article 2, paragraph C. 11.

9. The Site shall have, constructed and maintained by Appleton Papers until final closure, a fence at the location described in **Exhibit 3**:

(see **Exhibit 3** enclosed and incorporated by reference)

10. The Site shall have, planted and maintained by Appleton Papers until final closure, the following trees and shrubs at the locations described in **Exhibit 4**:

(see **Exhibit 4** enclosed and incorporated by reference)

11. The Site, until Final Closure, shall contain no public or private roads, easements or access

except the accesses necessary to access the Landfill, as required by the initial Plan of Operation approved by the DNR, or as required in writing by DNR or as approved in writing by the Town and County or unless subject to statutory condemnation by a condemning authority. Any accesses established shall be in compliance with Wisconsin Department of Transportation rules and regulations.

12. The Site shall have no waste disposal, storage or treatment conducted on it without written approval of the Town and County except as provided in this Agreement. No Disposal Operations, except waste transport as noted in subsection eleven (11) and long-term care operations, may be conducted on the Site without written Town and County approval.

13. The Site shall be owned, controlled and maintained by Appleton Papers from execution of this Agreement until forty (40) years after Final Closure and shall be designed, operated and maintained to maximize the physical and environmental integrity of the Landfill and Site and to prevent any public nuisances, potential hazards or potential damages to the public health and safety of persons in the Town and to any property in the Town.

D. The Site

Except as specifically noted in the Agreement, the Town and County do not waive any authority to Appleton Papers to control or regulate any business, use or authority at the Site except as noted in Article 2, Section C beyond the Landfill. In addition, the Town and County specifically preserve all rights to apply and enforce any existing and future ordinance, permits and licensing authority to any uses, businesses or activities at the Site, beyond the Landfill, except as noted in Article 2, Section C.

Prior to the effectiveness of the Agreement and as a condition of this Agreement, Appleton Papers must obtain in writing any appropriate waivers and permits (exclusive of building permits the grant of which shall not be unreasonably withheld if such buildings are up to code) from the Town and County. Those waivers and permits shall not include the Site or any other location in the Town, beyond the Landfill except as to Disposal Operations authorized by this Agreement and except as noted in Article 2, Section C. These waivers and permits, per Article 7, including County conditional use permit, are attached to this Agreement as **Exhibit 5**.

Any conditions attached to the waivers or permits issued prior to execution of the Agreement by the Town and County must be approved by the Town, and County and must be incorporated by reference in this Agreement as an exhibit prior to execution of the Agreement by Appleton Papers, the County and the Town.

ARTICLE 3
TERM/CLOSURE

A. Term/Amendments

The term of this Agreement shall be from the date the last of the undersigned parties (which shall be the Town by the Town chairperson) has executed this Agreement which shall be the date of execution of the Agreement until forty (40) years after Final Closure, unless otherwise noted in the specific sections of this Agreement. The undersigned parties are Appleton Papers, the Town of Harrison and Calumet County Local Committee, the County of Calumet and the Town of Harrison. The Town of Harrison by its Town chairperson shall be the last undersigned.

Appleton Papers, the Local Committee, the County and Town shall not be bound by this Agreement unless all of the named undersigned parties have executed the Agreement and the County and Town have approved the Agreement by resolution.

Amendments to this Agreement must be agreed to and executed in writing by the Town, the County and Appleton Papers. There are 5 exhibits to the Agreement and they are incorporated herein by reference.

B. Cessation of Operations

Unless otherwise agreed in writing by the Town, upon Final Closure Appleton Papers shall cease transporting, Beneficial Reuse and disposing Waste and cease authorizing such transporting and disposing per Article 5 to and in the Active Fill Area and shall upon Final Closure cease all Disposal Operations, except long term care at the Landfill and the Active Fill Area.

C. Discretion to Cease Operations

The parties agree that Appleton Papers retains the right at any time to permanently cease Disposal Operations at the Landfill; this determination is to be in the sole discretion of Appleton Papers. In the event that Appleton Papers ceases permanent Disposal Operations except closure operations and long-term care operations at the Landfill, Appleton Papers' obligations to pay tippage under Article 17, Paragraph B of this Agreement shall cease upon written notice to the Town and County. Appleton Papers shall be obligated to pay the Article 17A Taxes and Article 17C Minimum Payments for the time periods therein established. A decision by Appleton Papers to permanently cease disposal of waste at the Landfill will not negate its obligations to comply with this Agreement, with its Closure Plan, as approved by the Wisconsin DNR, and all other requirements imposed by the DNR upon Appleton Papers.

D. Temporary/Emergency Closure

From execution of this Agreement until Final Closure, Appleton Papers shall notify the Town Clerk in writing within fifteen (15) business days after any decision by Appleton Papers to temporarily close the Landfill, or any Emergency closure and any Final Closure of the Landfill, or any operations related thereto in the Town, including any ordered closing by any Town, County, State or Federal agency. Appleton Papers shall provide in the written notice to the Town Clerk the specific reason(s) for the temporary, Emergency or Final Closure.

**ARTICLE 4
OWNERSHIP/RESPONSIBILITY**

A. Control by Appleton Papers

Except as noted below regarding the sale of Locks Mill facility, the entire Site property, including the Landfill, shall be owned, possessed, controlled and maintained by Appleton Papers for the period of the Disposal Operations, including closure operations and long-term care operations at the Landfill and for forty (40) years after Final Closure. This restriction may be waived by the Town and County in writing. The transfer of any part of the Landfill property shall comply with the transference of responsibility provisions of Section 144.444, Wis. Stats., and with the financial responsibility requirement of Section 144.443, Wis. Stats., or their successor provision so as to ensure the availability of funds for compliance with the closure and long-term care requirements set forth in the Plan of Operation and the requirements of this Agreement.

All transferees also shall be subject to the provisions of this Agreement. Appleton Papers shall not sell, lease, assign, alienate, convey or contract away ownership, control or possession of the Landfill and the Active Fill Area apart from concurrent ownership of the Locks Mill facility of Appleton Papers, without written approval of the Town and County except as noted in this paragraph. If Appleton Papers conveys fee simple ownership to the Locks Mill facility in Combined Locks, WI, it may, at its option, convey ownership, control and possession of the Landfill to the owner of the Locks Mill facility. In addition, the Landfill may be operated on behalf of Appleton Papers by an independent contractor. Appleton Papers shall notify the Town in writing, providing such detail as the Town reasonably requires, if the Landfill is operated by an independent contractor on behalf of Appleton Papers. If the Landfill is operated on behalf of Appleton Papers by an independent contractor, such independent contractor shall be deemed an agent of Appleton Papers for purposes of this Agreement. Except as provided in this paragraph, no transfer, sale, lease, alienation, conveyance or assignment of ownership, control or possession of the Site, including the Landfill nor any assignment of this Agreement shall occur until licensure of the Landfill to Appleton Papers by DNR without written approval of the Town and County.

B. Control of Actions

From execution of this Agreement until forty (40) years after Final Closure, Appleton Papers shall be responsible to the Town and County and shall have the duty to the Town and County to properly control, properly supervise and properly manage any actions or lack of actions by its Authorized Transporters or by Appleton Papers' officers, employees or other agents at the Site, the Landfill, the Active Fill Area or at operations related thereto in the Town or at any other location in the Town or County where these actions or lack of actions are related to:

1. The construction, operation, maintenance, monitoring, repair, reconstruction, closure and Long Term Care at the Landfill and the Active Fill Area or any operations related thereto in the Town or County;

2. Any and all Disposal Operations, any Storage operations or any Treatment operations of Waste or other materials at the Landfill, the Active Fill Area or any operations related thereto in the Town or County;
3. Any and all transportation operations of Waste or other material at the Landfill, the Active Fill Area or the operations related thereto in the Town or County or any transportation operations of Waste or other materials to or from these locations in the Town and County;
4. Any and all Closure Operations or any Long Term Care Operations at the Landfill, the Active Fill Area or the operations related thereto in the Town or County.

The standard of care contemplated by this Paragraph B does not require the Landfill to be staffed by Appleton Papers at such times when disposal of waste by Appleton Papers or its authorized transporters is not actively occurring at the Landfill.

C. Hazards Notice

Appleton Papers, from the execution of this Agreement and until forty (40) years after Closure, shall orally notify the Town Clerk and the Calumet County Emergency Government coordinator, within twenty-four (24) hours (or sooner if appropriate) of the receipt of information by Appleton Papers of any hazards or unauthorized activities or dangers known by Appleton Papers, the Landfill, the Active Fill Area or any operations related thereto including, but not limited to: fires; explosions; suspected disposal, storage or treatment of Hazardous Waste; contaminated or polluted surface water; contaminated or polluted ground water; or, any other dangers or hazard to the public health or safety or to the natural resources in the Town. Appleton Papers shall file a written report within forty eight (48) hours of the receipt of information regarding the above-noted hazards or dangers with the Town Clerk describing in detail the specific hazard or occurrence, any known damages to persons or property and any actions taken or to be taken by Appleton Papers, its independent contractors and its authorized transporters.

D. Specific Responsibilities of Appleton Papers

Appleton Papers shall be specifically responsible, and shall have a duty from execution of this Agreement until forty (40) years after Final Closure to the Town and County to take all appropriate and necessary action to:

1. Reduce or eliminate in cooperation with appropriate Town or County officials, in a timely fashion, any public nuisances or public health or safety or fire hazards caused by the Landfill or the Active Fill Area, caused by any disposal, storage or treatment operations, caused by any closure operations or caused by long term care operations by Appleton Papers or its authorized transporters in the Town or County.

2. Provide comprehensive remedial or removal actions, in a timely fashion, as a result of any hazardous waste discharged in the Landfill, in the Active Fill Area or at any operations related thereto in the Town and County by Appleton Papers or its Authorized Transporters.
3. Abate or eliminate, in a timely fashion, all dust, debris or foul odors emanating from the Landfill, the Active Fill Area or any operations related thereto in the Town and County. Appleton Papers, at minimum, shall cover the sludge in transport and at the Landfill as needed to control odors. From April to October, daily cover may be needed. If verified written odor complaints are received at any time during the year by the Town from residents and Appleton has not covered at the Landfill on the day of the complaint, the Town, upon notice or re-notice to Appleton Papers, may require daily cover for the next three weeks. If after a number of repeated failed attempts to control foul odors, and re-notices under this paragraph, and valid written verified odor complaints persist, as determined by the Town, the Town is not foreclosed or limited in any way from pursuing a public nuisance action to abate the odor nuisance.
4. Abate or eliminate, in a timely fashion, all standing water (except at any DNR approved sedimentation basin) and abate or eliminate any erosion at the Landfill or the Active Fill Area and control the surface water runoff rate at the Landfill to no greater than at rates existing at the time of Plan of Operation approved by DNR.
5. Remove leachate in a timely fashion from the Landfill, and the Active Fill Area.
6. Abate or eliminate, in a timely fashion, all weeds that can interfere with adjacent agricultural operation, brush, vectorous birds and rodents, at the Landfill, the Active Fill Area and any operations related thereto in the Town. Trees planted and established for landscaping by Appleton Papers shall be allowed to remain in the Site, in the Landfill if the trees do not damage the physical and environmental integrity of the Site, the Landfill and specifically the Active Fill Area.
7.
 - (i) Keep the Landfill aesthetically pleasing through landscaping, maintenance, upkeep and clean-up of grounds.
 - (ii) Practice animal control where those animals may cause damage to the physical and environmental integrity of the Landfill and Active Fill Area.
8. Require and take specific action to insure that the Active Fill Area shall be designed, constructed, operated, maintained, reconstructed, repaired, closed and provided the Long Term Care Operations in a proper manner that maximizes the physical and environmental integrity of the Landfill and Active Fill Area.

E. Transfer of License

From licensure of the Landfill to Appleton Papers by DNR until forty (40) years after Final Closure, Appleton Papers shall not transfer the License for the Landfill issued by DNR to any Person except to a successor in interest of a majority of all of the Appleton Papers' real property value of the

Locks Mill facility now owned by Appleton Papers located in Combined Locks, Wisconsin unless with written approval of the Town and County. Appleton Papers shall not allow any other Persons to obtain the DNR License for the Landfill without Town and County written approval.

F. Assignment

This Agreement may not be assigned by any party and shall not be assigned apart from the transfer of the license, and the sale of the Site and Landfill by Appleton Papers without written approval of the Town, County and Appleton Papers. This Agreement may be assigned by Appleton Papers to a successor in interest of a majority of all of the Appleton Papers' real property value of the Combined Locks facility owned by Appleton Papers and located in Combined Locks, Wisconsin. No assignment of any kind shall be effective unless such successor in interest shall confirm in writing to the Town and County that it will be subject to all the provisions of this Agreement. Assignment of this Agreement will not release Appleton Papers of its obligations under the Agreement unless released in writing by the Town and County.

**ARTICLE 5
WASTES DEPOSITED**

A. Disposal

Appleton Papers and its authorized transporters, from licensure until Final Closure, shall only Dispose of or allow Disposal Operations by its authorized transporters at the Active Fill Area of the following types of Waste from the following sources:

1. Waste generated from the Locks Mill, in Combined Locks, Wisconsin, and generated from the Appleton Plant in Appleton, Wisconsin and from the Portage, Wisconsin facility owned by Appleton Papers provided such Portage, Wisconsin originating waste is first processed through a pretreatment facility of Appleton Papers at the Appleton Plant or Locks Mill.
2. Other Wastes of Appleton Papers as approved in writing by the Wisconsin DNR, and then upon approval in writing by the Town and County.

Waste disposed at the Landfill and Active Fill Area shall contain no Hazardous Waste.

B. Storage/Treatment

From execution of this Agreement until forty (40) years after Final Closure, Appleton Papers and its authorized transporters shall not store, treat or allow the storage or treatment of any waste except adding moisture or coatings for dust or odor control or leachate pretreatment per Article 15C at the Landfill or Site at the Active Fill Area in the Town without written approval of the Town and County. No other treatment or storage by Appleton Papers or its authorized transporters of any Waste or material shall occur at any location in the Town without written approval of the Town and County.

C. Hazardous Waste/Disposal/Storage/Treatment

Except as provided in paragraph 2C.4., from execution of this Agreement until forty (40) years after Final Closure, Appleton Papers and its authorized transporters shall not dispose, store, treat or allow the disposal, storage, treatment of hazardous waste at the Landfill, the Active Fill Area, the Site at any operations related thereto in the Town. Except as provided in paragraph 2C.4, Appleton Papers, during this term shall not seek nor obtain any hazardous waste disposal, storage or treatment license or permit from any federal, state or local government agency, for the Site, the Landfill, the Active Fill Area or any operations related thereto in the Town.

ARTICLE 6
TOPSOIL

A. Closure Operations

From Final Closure until one (1) year after final closure, Appleton Papers shall establish and apply a sufficient final cap cover of topsoil to the Active Fill Area unless the Town and County waive in writing this time period. From Final Closure until forty (40) years after Final Closure, Appleton Papers shall abate or eliminate in a timely fashion any erosion, ponding or standing water on or near the cap cover or at any other location in the Landfill and the Active Fill Area.

This provision regarding ponding or standing water shall not apply to any sedimentation ponds, drainage pathways, culverts or other areas approved by DNR. This provision shall not apply as to any wetland areas or undisturbed areas in the Site.

B. Topsoil

From execution of this Agreement until forty (40) years after Final Closure, Appleton Papers and its authorized transporters shall not remove, without written approval of the Town, any topsoil from the Landfill and Site.

C. Cap

Appleton Papers shall from Final Closure until forty (40) years thereafter, maintain, reconstruct and repair in a timely fashion, any erosion and shall maintain, repair and reconstruct the cap cover on the Active Fill Area to eliminate, to the maximum extent possible, water from entering the top side of the Active Fill Area.

ARTICLE 7
LOCAL APPROVALS

A. General Waiver

Except for the granted County conditional use permit to be attached as **Exhibit 5**, from execution of the Agreement until forty (40) years after Final Closure the County, and the Town including the proper County and Town zoning committees waive their appropriate authority, control and enforcement, as to the Landfill, of the Town Ordinance 25A, the County zoning ordinance and any such future ordinances, and waive, specific applicable existing or future ordinances, regulations, permits, licenses and other Local Approvals that are or would be required of Appleton Papers in order to allow Appleton Papers to specifically construct, operate, maintain, repair, reconstruct and close the Landfill and to conduct Beneficial Reuse, and Disposal Operations at the Landfill in compliance with this Agreement. Specifically, local approvals and controls by the Town and County are waived for Appleton Papers and its Authorized Transporters which shall allow them to permanently dispose in compliance with this Agreement and DNR approvals authorized Waste at the Active Fill Area and to conduct Disposal Operations during the authorized term at authorized times and dates upon Plan of Operation approval and licensure of the Landfill to Appleton Papers by DNR.

B. Recourse by the Town

The Town and County, from execution of this Agreement until forty (40) years after Final Closure shall have the specific authority to seek to enjoin uses, operations, business or activities at the Landfill, including disposal of waste or other materials at the Landfill in the event of occurrence of any of the following violations which remain uncured following notice by the Town to Appleton Papers, preparation by Appleton Papers of a plan of remediation and a reasonable opportunity to cure. A reasonable opportunity to cure shall be presumed to be six (6) months after the receipt of written notice from the Town to Appleton Papers of the alleged violation.

1. Appleton Papers or its Authorized Transporters dispose, store or treat Hazardous Waste or other unauthorized waste or material in the Landfill or Active Fill Area contrary to this Agreement.
2. Appleton Papers violates the Disposal and design capacity amount as authorized by this Agreement.
3. Appleton Papers violates the maximum height of the Active Fill Area as authorized by this Agreement.
4. Appleton Papers violates the hazards notice to the Town as required by this Agreement. Nothing above noted in this section prevents or limits the town or county to take the appropriate legal actions under Article 18, Sections A, B and C against Appleton Papers Inc. or its Authorized Transporters.

C. Additional Specific Waivers

From execution of this Agreement until forty (40) years after Final Closure, the above-noted waivers of jurisdiction and control by the Town and County, and in addition, this Agreement allows Appleton Papers and its Authorized Transporters to conduct in and beyond the Landfill certain specific Disposal Operations, certain specific Closure Operations and certain specific Long Term Care Operations in the Town as authorized by DNR and by this Agreement; specifically:

1. Transporting in the Town by motor vehicle, from the date of licensure of the Landfill to Appleton Papers by DNR until Final Closure, to and from the Landfill the authorized Waste, on authorized roads and road routes, during authorized times and authorized dates in authorized vehicles by Appleton Papers or its Authorized Transporters.
2. Transporting in the Town by motor vehicle, from the date of licensure to Appleton Papers by DNR until forty (40) years after Final Closure, from the Landfill any leachate on authorized roads and road routes, during authorized times and authorized dates in authorized vehicles by Appleton Papers or its Authorized Transporters.
3. Transporting in the Town by motor vehicle from the date of the Plan of Operation for Appleton Papers as approved by DNR until forty (40) years after Final Closure to and from the Landfill any clay, topsoil and daily cover material, on authorized roads and road routes, during authorized times and authorized dates in authorized vehicles by Appleton Papers or its Authorized Transporters.

D. Cooperation

During the term of this Agreement, the Town, the County and Local Committee agree to cooperate with Appleton Papers in Appleton Papers obtaining any existing and subsequent approvals that may be required by the DNR prior to and during construction and to licensure of the Landfill identified on Exhibit 1. The Town and County grant all necessary variances, permits, zoning changes and other required local approvals in the Town consistent with this Agreement to enable construction, operation, and licensure, disposal operations and Beneficial Reuse of the Landfill as contemplated herein.

In the event Appleton Papers does not receive any such necessary existing or subsequent approvals, variances, permits, zoning changes, or any other necessary approval by the Town and County, to enable construction, licensure, operation, Disposal Operations, and Beneficial Reuse of the Landfill, Appleton Papers shall have no obligation to make any further payments called for in this Agreement subsequent to the date of refusal of the necessary approval, variance, permit, or zoning change except as noted herein.

The Town and County are not aware of any other necessary existing approvals, variances, permits or zoning changes under control of the Town and County that would affect construction, operation, licensure, Disposal Operations or Beneficial Reuse at the Landfill other than those waived herein.

ARTICLE 8
HOURS AND DAYS OF OPERATION

A. Normal Hours and Days of Operation

Appleton Papers and its authorized transporters from execution of this Agreement and until forty (40) years after Final Closure, shall only allow its employees and its authorized transporters in the Town to transport Waste to or from the Landfill, to dispose Waste in the Active Fill Area and to Conduct Disposal Operations including Beneficial Reuse, closure operations and long-term care operations at the Landfill between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday and for a four hour period on Saturdays 11 a.m. to 3 p.m. If a holiday falls on Friday or Monday, then all day Saturday disposal, 7:30 a.m. to 4:30 p.m., would be allowed. Except as provided in paragraph B below, Appleton Papers and its authorized transporters shall not allow any earth-moving operations at the Landfill on Sundays or on the following holidays, namely, Christmas Day, Easter, Thanksgiving, Memorial Day, July 4th, Labor Day and New Years Day. Any uses, activities or business at the Landfill in the Town by Appleton Papers or its Authorized Transporters shall comply with these dates and times.

B. Expanded Hours and Days of Operation

Notwithstanding the above-noted, certain expanded dates and hours will be allowed as noted during this term at the Landfill below:

- (i) Appleton Papers and its authorized transporters, only for initial construction and prior to licensure of the Landfill to Appleton Papers by the DNR, may commence construction at the Landfill at 6:00 a.m., Monday through Saturday. They shall terminate construction at the Landfill by 7:30 p.m., Monday through Saturday and they shall not commence any construction on any Sundays or the holidays listed in Article 7, Paragraph A.
- (ii) Appleton Papers will, in good faith, make every effort to schedule its Disposal Operations at the Landfill to avoid operation at the Landfill outside of the Normal Hours and Days of Operation. However, Appleton Papers reserves the right to operate the Landfill beyond Normal Hours and Days of Operation, to include weekends and holidays as the operating needs of the mill in good faith require for mill shutdowns, or as Emergency situations may require. Examples of Emergency situations include, but are not limited to, mill emergencies, equipment failures, boiler shutdowns or malfunctions (e.g., sludge presses, conveyor system, boiler, hoppers, trucks, general power failures) and acts of God (e.g., a blizzard), which may necessitate operations at the Landfill outside of the normal operating days and times. If and when the Landfill is operated beyond the Normal Hours and Days of Operation as referenced above, Appleton Papers will make every effort to limit such disposal at the Active Fill Area and Disposal Operations at the Landfill to the arrival and unloading of trucks only, unless otherwise required by the DNR, and will confine other Landfill disposal operations (such as earth moving) to Normal Hours and Days of Operation unless otherwise required by DNR.

These expanded days and expanded hours, per Article 8., Paragraph B., (ii), for transportation to and from the Landfill, Beneficial Reuse and Disposal Operations at the Landfill shall be available to Appleton Papers and its authorized transporters for a cumulative total of twenty-five (25) days (weekday and/or weekend) per calendar year which shall include in total, all scheduled days and all emergency days authorized under this section. For each additional day of expanded operation beyond such cumulative total, Appleton Papers shall pay to the Town an additional fee of \$500 per day (plus in each subsequent year, an annually compounded escalator of three percent (3%)) payable to the Town within thirty (30) days of such additional day. There is no limit to the number of additional days Appleton Papers may purchase for said additional fee. The twenty-five (25) days authorized herein and all additional purchased days of expanded operation allow 24 hour disposal of waste activities limited to arrival and unloading of trucks when operated beyond normal hours unless otherwise required by the DNR. Except for the 25 days authorized herein and additional purchased days of expanded operation for disposal of waste activities, at no other time shall Appleton Papers conduct or allow any Disposal Operations, including closure operations and long-term care operations at the Landfill or at any location in the Town to occur beyond 4:30 p.m. or earlier than 7:30 a.m. on any day without written Town approval.

C. Notice to Clerk

Appleton Papers shall, during the term, provide notice in writing to the Town Clerk of any disposal operations at the Landfill under paragraph B, Expanded Hours and Days of Operation or purchase of additional days per Paragraph B. (ii). The Town Clerk shall receive at least forty eight (48) hours notice prior to the implementation of the expanded hours and days of operations for planned operations and telephone notice within 24 hours after commencing any unplanned or emergency operations.

D. Non-applicability to Closure and Long-Term Care

These above-noted expanded hours in paragraph B do not apply to any Closure Operations and to any Long-Term Care Operations.

E. Entry for Special Purposes

Notwithstanding the above-noted, Appleton Papers shall be allowed to enter the Landfill including the Active Fill Area at anytime from licensure until forty (40) years after Final Closure should any emergency occur at or near Landfill or Active Fill Area for the limited purpose of protecting the public health, welfare or safety of persons and protecting property or natural resources at or near the Landfill. Any emergency entry by Appleton Papers shall be noticed to the Town Clerk within twenty four (24) hours.

ARTICLE 9
MUNICIPAL RIGHTS AT THE LANDFILL

A. Access

The County and the Town and their designated agents from execution of this Agreement until forty (40) years after Final Closure shall have the right of access to the Site and Landfill, at all reasonable times upon twenty-four (24) hours' written notice to Appleton Papers for the purpose of monitoring and inspecting the Landfill, and monitoring and testing any Waste, dust, leachate, soils or water at the Landfill, and to address legitimate reasonable concerns of the Town within areas of the Town's lawful authority and responsibility such as weed control, storm water drainage and the like. The County and the Town and their designated agents shall be assisted by a representative of Appleton Papers, and, in the interest of safety, shall be accompanied by a representative of Appleton Papers. Should any emergency occur at the Site, the Landfill, the Active Fill Area or any operations related thereto in the Town, qualified representatives of the Town or County or their qualified designated agents may enter these locations immediately.

B. Safety Precautions

The County and the Town and their designated agents, during this time period, prior to entry and while at these locations pursuant to subsection A., shall fully comply with any and all Appleton Papers employee safety and health procedures that shall have been provided to the County and the Town prior to entry. If safety equipment is required by Appleton Papers, it shall provide timely the appropriate safety equipment to the County and the Town and their designated agents while at these locations.

C. Testing

The County and the Town and their designated agents, during this time period, while at the Landfill shall have the right, at their discretion and expense, to collect and remove samples of soils, dust, Waste, leachate and water. Appleton Papers shall receive split samples of any samples collected and removed from these locations. The County or the Town shall within seven (7) days from receipt of a sample analysis report provide a copy to Appleton Papers at no cost to Appleton Papers.

D. Specific Actions

The County and Town and its designated agents, from execution of the Agreement until forty (40) years after Final Closure, shall have the right upon providing the above written notice to Appleton Papers to inspect the Landfill to insure compliance with this Agreement. Specifically, the Town and County and its designated agents shall have access to these locations to insure compliance with this Agreement and with the Plan of Operation approved by the DNR.

ARTICLE 10
PLAN OF OPERATION

A. Plan Compliance

Appleton Papers, from execution of this Agreement and until forty (40) years after Final Closure shall comply with the Plan of Operation, any Closure Plan for the Landfill and any Long Term Care plan for the Landfill that has been approved by the DNR and it shall comply with any modifications to the original Plan of Operation, the Closure Plan and the Long Term Care plan subsequently approved by the DNR.

B. Design Capacity

The design and Disposal capacity of the Active Fill Area at the Landfill during this term shall not exceed nine hundred thirty four thousand three hundred (934,300) cubic yards.

C. Height of the Active Fill Area

The visual height of the Active Fill Area cover during this term shall not exceed 850 feet mean sea level without express written approval of the County and Town. The average grade in the area of proposed the Landfill prior to construction is approximately 780 to 790 feet mean sea level.

D. Specific Setbacks

From execution of this Agreement until forty (40) years after Final Closure Appleton Papers shall be responsible to the Town and County to insure:

1. the perimeter of the Active Fill Area at all times shall be set back at least four hundred (400) feet from any existing Town, County or state road right of way line at the time of execution of this Agreement, and at least 1000 feet from existing U.S. Hwy 10 at the time of execution of this Agreement.
2. the perimeter of the Active Fill Area at all times shall be set back at least twelve hundred (1,200) feet from any existing private potable water well located in the Town at the time of execution of this Agreement unless waived or exempted in writing by DNR.
3. the perimeter of the Active Fill Area at all times shall be set back at least five hundred (500) feet from the boundary line of any adjacent landowner (except land owned by Appleton Papers) at the time of execution of this Agreement.

E. Reports Distributed by Appleton Papers

From the execution of this Agreement until forty (40) years after Closure, Appleton Papers shall timely provide the Town Clerk copies of all reports or correspondence provided by Appleton Papers to the DNR or to any other state or federal environmental or public health agency pertaining to the Landfill. These copies shall be provided at no cost to the Town. Any proposed amendments to the Plan of Operation shall be submitted to the Town and County at time of submittal to DNR

F. Reports Received by Appleton Papers

From the execution of this Agreement until forty (40) years after Closure, Appleton Papers shall timely provide the Town Clerk copies of all reports and correspondence received by Appleton Papers from the DNR or any other state or federal environmental or public health agency pertaining to the Landfill. These copies shall be provided at no cost to the Town.

G. Test Reports

From the execution of this Agreement and until forty (40) years after Final Closure, Appleton Papers shall make available to the Town Clerk upon request copies of all private well test analysis reports, and within thirty (30) days of receipt by Appleton Papers of all ground water monitoring reports, leachate monitoring reports, gas monitoring reports, Waste characterization reports, air monitoring reports and any other government reports received by Appleton Papers from a source other than that set out above in Section F pertaining to the Landfill except if said reports are withheld from the Town and County by the claim of legal privilege by Appleton Papers. These copies shall be provided at no cost to the Town.

H. Reporting to the County

If requested in writing by the County, any reports that Appleton Papers provides to the Town shall also be provided to the County.

I. Attendant

Appleton Papers, from execution of this Agreement and until Final Closure, shall have a natural person designated as a contact person (Appleton Papers' employee or agent) and shall have a qualified attendant or operator at the Landfill at such times as required by DNR. An operator (Appleton Papers' employee or agent) shall be present during earth-moving operations and shall be qualified as established by state and federal law. Drivers may serve in the capacity of operator if qualified under applicable law.

J. Long-Term Care Attendant

Appleton Papers, from Closure until forty (40) years after Final Closure, shall have a natural person designated as a contact person, (Appleton Papers' employee or agent) whenever Long-Term Care Operations are being undertaken at the Landfill, and shall have an attendant or operator at the Landfill at such times as required by DNR. A contact person shall be on call to respond to emergencies when no operation or activities are occurring in the Landfill and Active Fill Area.

K. Responsible Person

Appleton Papers, from the execution of this Agreement and until forty (40) years after Closure, shall provide to the County Clerk and the Town Clerk the name(s), address(es) and telephone number(s) of the natural Person(s) named by Appleton Papers as the Appleton Papers contact person employed by Appleton Papers and shall update in writing the names, addresses and telephone numbers, as necessary.

L. Notice to Authorized Transporters

From the execution of this Agreement until Final Closure, Appleton Papers shall provide at least one (1) written notice in every calendar year to each of its authorized transporters substantially stating that:

1. No vehicle of an Authorized Transporter or any agent of any Authorized Transporter is allowed to deliver or remove any Waste or other materials to or from the Landfill the Active Fill Area or any operations related thereto in the Town unless the vehicle is designed constructed loaded and maintained in such manner as to prevent any Waste or other materials from discharging onto any public or private lands beyond the Active Fill Area in the Town;
2. The primary route permitted for trucks of Appleton Papers or its authorized transporters traveling from the Company to the Landfill site or returning from the Landfill site will be on State Route 55 and on U.S. Highway 10 to access the property or on an emergency basis to its intersection with the nearest Town of Harrison road accessing the Site and on the Town of Harrison road to the Site. However in the event of officially-imposed detours on those highways an appropriate re-route will be agreed upon which will consider the strengths of Town of Harrison roads and the convenience and safety of Town of Harrison residents. No other road or access route to or from the Site the Landfill the Active Fill Area or any operations related thereto in the Town or County shall be used by Appleton Papers any authorized transporters or any agents of the authorized transporters unless specifically approved by Appleton Papers the Town and the County.
3. No Hazardous Waste shall be delivered, allowed, Disposed, stored or treated at the Active Fill Area the Landfill or any operations related thereto in the Town or any other location in the Town by any authorized transporters or any agents of any authorized transporters; and
4. The authorized transporters or the agents of the authorized transporters are required to advise Appleton Papers of any disposal or discharge of Waste or other materials which occurs in the Town beyond the Landfill during any transportation to or from the Landfill or any other location in the Town by the authorized transporters or its agents.

5. Any violations of these four (4) provisions by the authorized transporters or the agents of the authorized transporters shall be reported by the authorized transporters or agents of the authorized transporters to Appleton Papers within twenty four (24) hours of occurrence or within twenty four (24) hours of their knowledge of the occurrence.

The notice required in this Section will be given by Appleton Papers in writing at least once each calendar year to each transporter and shall be included in any written contract or agreement to any authorized transporter or any other person who transports any Waste or other material to or from the Landfill or the Active Fill Area or any operations related thereto in the Town.

ARTICLE 11
MISCELLANEOUS OPERATIONAL CONTROLS

A. Use After Closure

In addition and consistent with any Long Term Care plan approved by the DNR, Appleton Papers from execution of this Agreement until forty (40) years after Final Closure, shall design, construct, monitor, operate, maintain, repair, reconstruct and close the Landfill and the Active Fill Area and provide long-term care to expedite and facilitate outdoor nature conservancy uses which shall be the only uses, except as noted herein, to be conducted and allowed by Appleton Papers at the Site, the Landfill and the Active Fill Area upon Final Closure and for forty (40) years thereafter.

Except for those specific uses and purposes established in the Long Term Care plan to maintain the physical and environmental integrity of the Active Fill Area and Landfill approved by DNR, only outdoor nature conservancy uses shall be conducted and allowed by Appleton Papers or any other Person at the Landfill or the Active Fill Area after Final Closure and until forty (40) years thereafter, unless other specific uses or activities are approved by the Town and County in writing. Appleton Papers shall be responsible to conduct proper Long-Term Care Operations and specifically to allow only Long-Term Care Operations that will establish and maintain the environmental and physical integrity of the Active Fill Area and Landfill. These operations shall include specifically timely maintenance of the Active Fill Area cap, the timely removal of leachate, and the exhaustion of gas at the Landfill.

Motor vehicles, after final closure, used by Appleton Papers or its authorized transporters or its contractors or its consultants as agents of Appleton Papers shall be the only motor vehicles allowed in the Landfill or Active Fill Area and then only for these specific Long Term Care Operations, uses or purposes established in any Long Term Care plan approved by DNR for the Landfill from after Final Closure and for forty (40) years thereafter, unless with specific written approval of the Town.

Outdoor nature conservancy uses shall specifically include nature study, bird watching, hiking, sight seeing, tree, brush and weed control, harvesting products of nature without aid of motorized vehicles and any other outdoor recreational and educational uses and activities approved in writing by Appleton Papers and by the Town. Outdoor nature conservancy uses by Appleton Papers or any other person shall not include any motorized vehicle uses by Appleton Papers or any other person, after Final Closure, unless approved in writing by the Town. Outdoor nature conservancy uses or any other uses or activities shall, to the maximum extent possible, be managed, controlled by Appleton Papers to negate or limit damage to the cap cover on the Active Fill Area and to avoid any potential physical and environmental degradation at the Active Fill Area and the Landfill and to limit potential public health and safety damages and injuries to the Town, County and its residents. Outdoor nature conservancy uses of the Site, the Landfill and the Active Fill Area do not divest Appleton Papers of the title, possession or control or responsibility to provide proper maintenance and control of the Landfill, do not insure, infer or imply public access to the Landfill and do not dedicate these lands to public uses, the same being solely within Appleton Papers' discretion.

B. Vehicle Housing

Appleton Papers shall require, from execution of the Agreement until forty (40) years after Final Closure at the Landfill or the Active Fill Area all Landfill-related vehicles and equipment, when not in use, shall be stored or maintained within the Landfill.

C. Improvements in the Landfill

Buildings and improvements from execution of the Agreement until forty (40) years after Final Closure, such as service garages, vehicle garages, offices and toilets used for Disposal Operations, if needed, may be constructed and installed by Appleton Papers in the Landfill. These buildings and improvements constructed or installed shall be necessary and appropriate and directly related to Disposal Operations at the Landfill. Other buildings or improvements not directly related to Disposal Operations including Closure Operations and long-term care operations shall not be constructed, installed, maintained or operated at any locations in the Landfill from execution of the Agreement until forty (40) years after Final Closure. During this term, no buildings or improvements related (directly or indirectly) to the Disposal Operations, including Closure Operations or Long Term Care Operations shall be constructed, installed, maintained or operated at the balance of the Site (beyond the Landfill) or at any operations related thereto in the Town without written approval of the Town and County. Only buildings and improvements necessary to maintain the physical and environmental integrity of the Landfill shall be maintained after final closure.

D. Statutory/Regulatory/Administrative Compliance

Appleton Papers, from execution of this Agreement until forty (40) years after Final Closure, will construct, repair, maintain, close and provide the Long Term Care of the Landfill and shall conduct Disposal Operations, including closure operations and long term care operations at the Landfill in compliance with specifically Chapter 144 and Chapter 159 Wis. Stats, and specifically Chs. NR 500 and NR 544, Wis. Admin. Code, or their successor provisions along with any other applicable state or federal statutes and regulations.

Appleton Papers, in addition, during this time period, shall fully comply with any conditions or orders established for it by DNR under any approved Feasibility Report, any approved Plan of Operation, any Closure Plan, any Long Term Care Plan of Operations or any License or any order by DNR for Appleton Papers. The approved Plan of Operation and any amendments approved to the Plan of Operation shall be consistent with the Agreement.

E. Litter/Discharge

Appleton Papers, from execution of this Agreement until forty (40) years after Final Closure, shall take reasonable and appropriate action to remove all litter and discharge along the Landfill fences, and along interior fences. Appleton Papers shall, during the same term, take appropriate, necessary and timely remedial or removal action of any Waste or other material attributable to Disposal Operations of Appleton Papers or resulting from transportation of Waste or other material by Appleton Papers or its authorized transporters and discharged anywhere in the Town including any Town, County or State road or right of way, except authorized Waste and material disposed in the Landfill.

F. General Landfill Maintenance

Appleton Papers, from execution of this Agreement until forty (40) years after Final Closure, shall, regarding any Disposal Operations in the Town by Appleton Papers or its authorized transporters.

1. Keep all buildings and improvements, general equipment, vehicles, leachate collection equipment and gas extraction equipment at the Landfill in good repair.
2. Allow only Beneficial Reuse and Disposal Operations, including closure operations and long-term care operations consistent with the Plan of Operation or amendment to the Plan of Operation approved by DNR by Appleton Papers and its authorized transporters, its consultants and its contractors to occur at the Landfill with no other business, occupation, enterprise or operation by any person, including Appleton Papers, to occur at the Landfill, without both prior written approval of the County and Town and with full compliance by Appleton Papers with any state statutes. An exception shall apply for Appleton Papers to allow for leachate pre-treatment and leachate removal operations at the Landfill and to allow it to construct, operate and maintain Landfill gas extraction facilities and equipment at the Landfill.
3. Not allow any burning or incineration at the Landfill without prior written notification to the Town. Such burning or incineration shall be only for beneficial use of waste byproducts such as odor control, methane production and heat recovery unless otherwise approved in writing by the Town.
4. Not allow any disposal, storage or treatment of waste or other materials beyond the Landfill in the Town without prior written approval of the DNR, the Town and the County.
5. In a timely fashion, take all appropriate and necessary removal action or remedial Action at the Landfill as required by the DNR or any other federal or state agency.

ARTICLE 12
BENEFICIAL REUSE

Re-Use/Recycling

From licensure of the Landfill to Appleton Papers by DNR and until Final Closure, Appleton Papers or its authorized transporters may remove Ash and other non-hazardous material from the Active Fill Area for the purpose of beneficial reuse or recycling beyond the Landfill without Town Approval. This material shall not, after removal, be stored or treated in the Site or at any other location in the Town without Town and County written approval.

**ARTICLE 13
ROADS****A. Primary Route**

The primary route permitted for Landfill vehicles (excluding passenger cars) of Appleton Papers or its authorized transporters traveling from the Company to the Landfill site, or returning from the Landfill site, will be on State Route 55 and on U.S. Highway 10 to access the property or, on an emergency basis to its intersection with the nearest Town of Harrison [or County] road accessing the Site and on the Town of Harrison or County road to the Landfill. However, in the event of officially-imposed detours on those highways an appropriate re-route will be agreed upon by the Town of Harrison or County, respectively, (depending on whether Town or County roads are involved in the re-route) which will consider the strengths of Town of Harrison or County roads, respectively, and the convenience and safety of Town of Harrison and County residents. A map of the permitted route is depicted on Exhibit 2.

B. Detours Outside Officially Imposed Detours of All Traffic

If an agreed reroute as described in Paragraph A or emergency reroute would require vehicles of Appleton Papers and its authorized transporters while transporting authorized waste or other authorized materials to travel a route over Town or County roads that is outside the officially imposed detour route applicable to substantially all traffic detoured from State Route 55 or Highway 10, then Appleton Papers shall be responsible for any damage to such Town or County road to the extent the damage was caused by Landfill vehicles of Appleton Papers and its authorized transporters.

C. Damage Assessment

In the event of damage under the preceding paragraph to a Town or County road, then the Town Road Superintendent, or if to a County road, then the County Highway Commissioner, respectively, after timely written and oral input from an Appleton Papers representative shall mutually assess the extent of any damages incurred on such Town and/or County roads. The representative of Appleton Papers shall be given fair opportunity to present Appleton Papers' views as to cause and best mode of repair. The respective Road Superintendent or Highway Commissioner shall be the final arbiter as to the issue of causation and need for repair. The written decision and written damage and cost allocation by the respective Road Superintendent or Highway Commissioner shall be final. Appleton Papers shall reimburse the Town or County within 30 days of its receipt of notice from the respective Road Superintendent or Highway Commission of costs incurred by Town or County. If repair or reconstruction is required, Appleton Papers shall be responsible for costs to repair and re-construct the section of road to its pre-existing condition or at Appleton Papers' option, to upgrade by reconstruction the damaged section to a higher use standard or road classification.

D. Routes to be Agreed Upon in Advance

Other than on an emergency basis, prior to use by Appleton Papers and its authorized transporters to transport waste of any Town or County roads outside the Primary Route, an appropriate reroute will be agreed upon by the Town of Harrison and Appleton Papers, or by the County and Appleton Papers respectively by its authorized representatives. An officially imposed detour route will be presumed permitted.

E. Access Point

From execution of this Agreement until forty (40) years after Final Closure, only one access driveway to the Landfill will be authorized for use by Appleton Papers' trucks and its authorized transporters. This driveway access and any interior road shall be maintained in as dust free a manner as is feasible. If Highway 10 or the accessing Town roads are detoured so as to make the use of the permanent access by Appleton Papers' trucks and its authorized transporters infeasible or impossible, a temporary access and a gate to the Landfill, may be used by Appleton Papers and its authorized transporters until such detour is ended. Appleton Papers will agree in writing with the Town and the state DOT about the location of such temporary access prior to use of the temporary access and in all events shall act reasonably to avoid inconvenience to any residents of the Town.

F. Funding

Prior to licensure of the Landfill to Appleton Papers by DNR, Appleton Papers shall construct or otherwise provide the funds necessary to construct a deceleration lane on Highway 10 at the access driveway, as approved, permitted or required by applicable state DOT requirements. Appleton Papers, the Town and County shall cooperate on the design and in obtaining any necessary permits for the deceleration lane and shall grant the same to the extent within their respective authority. This lane shall be maintained, repaired and re-constructed by Appleton Papers at its cost and expense until final closure.

G. Signs/Tire Cleaner

Appropriate traffic control signs will be placed and maintained from licensure until final closure by Appleton Papers and specifically placed and maintained at the access driveway all at the expense of Appleton Papers. Appleton Papers, during the term, shall provide for and maintain a tire cleaner such as a rock and gravel area, near the exit of the Landfill which will serve to remove mud from truck tires prior to the trucks' exit onto Highway 10.

H. Truck Containers

Trucks and other motor vehicles operated by Appleton Papers or its authorized transporters in the Town for disposal operations, including closure operations and long-term care operations shall be designed, maintained and operated from execution of this Agreement until forty (40) years after Final Closure to contain the waste and other material while transporting in the Town and in accordance with any state regulatory or statutory requirements applicable to the transportation of such waste and other material.

The waste transported in the Town, during this term, to and from the Site, the Landfill or the Active Fill Area by Appleton Papers or its authorized transporters during disposal operations, including closure operations and long-term care operations shall be fully covered and contained within the transporting vehicles.

Trucks and other vehicles, during this term, related to Disposal Operations in the Town, operated by Appleton Papers or its authorized transporters shall be maintained and operated in accordance with state requirements applicable to the transportation of materials permitted for disposal at the Landfill, specifically, in accordance with Section NR 502.06(6)(c) and (d) Appleton Papers shall require that all vehicles or containers used for the collection or transportation of waste and other material shall be loaded and moved in such a manner that the contents do not fall, discharge, spill or leak. Covers shall be provided to prevent littering and spillage. If spillage discharge does occur, the vehicle operator shall immediately return spilled materials to the vehicle and shall properly clean the spill area.

I. Authorized Transporters

From licensure when Appleton Papers engages in disposal operations at the Landfill, until final closure, Appleton Papers shall provide to the Town a list of the authorized transporters that Appleton Papers intends to use to transport waste and other materials to and from the Landfill. The list shall be updated annually and shall include transporting company names, addresses, phone numbers and the name, address and phone number of a contact at Appleton Papers.

Authorized transporters shall be agents of Appleton Papers for purposes of this Agreement. Only Appleton Papers and its authorized transporters shall be authorized by Appleton Papers to transport Waste and other materials to the Landfill and to dispose of Waste in the Active Fill Area and to remove Waste including engaging in Beneficial Reuse. Authorized transporters shall not be authorized by Appleton Papers to dispose Waste or other materials at the Landfill other than Waste and other material authorized for disposal by this Agreement and then only from sources authorized by this Agreement.

J. Road Parking/Other Traffic Ordinances

From execution of this Agreement until forty (40) years after Final Closure and the Town and County shall have the right to control, regulate and enforce by ordinance or other local controls the parking of motor vehicles, the speed of motor vehicles, the rules of the road and the safety compliance of any vehicles and any transporters on the Town, County and State roads allowed for use under this section where these vehicles are operated by Appleton Papers and its authorized transporters

ARTICLE 14
FENCING/LANDSCAPING

A. General Fences

The Landfill and the Active Fill Area from licensure of the Landfill to Appleton Papers by DNR until forty (40) years after Final Closure shall be fenced. The fence shall be constructed and maintained with a material which meets DNR Plan of Operation specifications unless waived by the Town and County. The Town and Appleton Papers will consult as to the type of fence material and maintenance schedule.

B. Locks/Gates

All fencing during the above noted term shall have gates, with locks, at all access points placed and maintained by Appleton Papers. The gates shall remain locked at the Landfill by Appleton Papers unless authorized Disposal Operations, including closure operations and long-term care operations are occurring at the Landfill by Appleton Papers or its authorized transporters.

C. Security

Appleton Papers, upon the Plan of Operation approval for Appleton Papers by DNR until forty (40) years after Final Closure, shall be responsible to provide proper and appropriate security and equipment for the Landfill to reasonably prevent or to attempt to prevent unauthorized entry, vandalism or damage to the Landfill. Appleton Papers, prior to licensure and until Final Closure, shall install and maintain security lighting at any access location or near any scale house and at any office location in the Landfill. Lighting shall be sufficient for safe Disposal Operations, but lighting shall not be designed or operated to create a public nuisance. The Town and Appleton Papers will consult as to the intensity of perimeter lighting, which will be subdued to the extent practicable. This provision does not require 24 hour on security personnel at the Landfill.

D. Landscaping

The Landfill shall be planted by Appleton Papers, within one (1) year of licensure to Appleton Papers by DNR, with trees and shrubbery for visual screening and aesthetic visual barriers. The tree and shrubbery plantings in the Landfill shall be planted in accordance with the detail of any Plan of Operation and/or Feasibility Report, as the same may hereafter be amended with the approval of the Wisconsin DNR. The said Plan is incorporated here by reference. Plantings at the Landfill and Site shall be made within one (1) year of licensure and shall be of sufficient quality, density, variety and height to attempt to give the perimeter berms a more natural appearance and to screen the Landfill. These plantings at the Landfill and Site shall be maintained and new trees and shrubbery shall be planted to replace dead or destroyed plantings until Final Closure by Appleton Papers. The type, amount and density of planting shall be as set forth in Exhibit 4.

E. Site Cover

All parts of the Landfill after Final Closure shall be planted by Appleton Papers with suitable ground covers and Appleton Papers shall maintain the suitable ground cover in these locations for forty (40) years after Final Closure.

**ARTICLE 15
MUNICIPAL SERVICES**

A. Reimbursements

Appleton Papers, from execution of this Agreement and until forty (40) years after Final Closure, shall reimburse within thirty (30) days after the County or the Town submits a written invoice to Appleton Papers, any reasonable and necessary costs incurred or any reasonable and necessary cost for services, above and beyond cost and service normally provided by either to industrial residents and which were provided by the County or the Town of Harrison in responding to or acting upon the following emergencies

1. Fires, explosions, accidents or any other emergency occurring at the Site, the Landfill, the Active Fill Area or any operations related thereto within the Town or fires, explosions, accidents or any other Emergency occurring as a result of Beneficial Reuse, Disposal Operations, including Closure Operations, and Long-Term Care Operations or as a result of any transportation of Waste to or from the Landfill or the Active Fill Area.
2. Spills or discharges of Wastes or other materials which occur during the transport by Appleton Papers or its authorized transporters of Waste or other materials to or from the Landfill or the Active Fill Area.

The Town and County reserve the right to enact future ordinances concerning industrial fire and emergency service costs or charges which will be applicable to Appleton Papers and its authorized transporters.

B. Special Assessments

Any special assessments or special charges by the Town for public improvements or public services where the Landfill abuts or benefits for services provided and costs incurred by the Town to the Landfill as allowed under Chapter 66 Wis. Stats. (excluding as not applicable the non-metallic mining provisions under Wis. Stats. Sec. 66.038), shall be in a timely fashion paid by Appleton Papers to the Town from execution of the Agreement until forty (40) years after Final Closure. Charges or assessments to Appleton Papers pursuant to this Paragraph shall be fair and non-discriminatory, similar to those charges and assessments to other industrial or commercial residents (if industrial or commercial residents exist in the Town) in the Town.

C. Special Equipment/Sewer and Water System

The Town and County, from the execution of this Agreement and until forty (40) years after Final Closure, shall not be obligated, nor have the duty nor responsibility in any way to Appleton Papers to acquire or supply any additional or specialized machinery or equipment to be used for or provided for the above-noted occurrences or for any other Emergency or occurrence at the Landfill. From execution of the Agreement until forty (40) years after Final Closure, Appleton Papers shall be required, if approved by DNR and upon receipt of proper County and Town land use and zoning permits to connect the Landfill (including the leachate collection system) to any municipal or public sewer and water system, if available and allowed by any municipal unit or agency, if requested by the Town in

writing and if the sewer or water line is run immediately adjacent to the Site perimeter along either side of Peters Road or Highway 10. If pretreatment of leachate is needed prior to discharge to such municipal sewer and water system, Appleton Papers may construct and operate such facility on the Site. Cost to Appleton Papers to use the sewer shall be fair and non-discriminatory, similar to those made available to other industrial or commercial residents (if industrial or commercial residents exist in the Town) in the Town.

D. Additional Personnel

The Town and County, from the execution of this Agreement and until forty (40) years after Final Closure, shall not be obligated, nor have the duty or responsibility in any way to Appleton Papers to employ, educate or retain any additional or specialized Personnel or services to be used or provided for the above-noted occurrences or for any other Emergency or other occurrence at the Landfill.

E. Fire Protection/Ambulance Services

Appleton Papers, from execution of this Agreement until Final Closure, will pay all of the established equipment and manpower expenses for any and all fire Department and ambulance calls to the Landfill. Appleton Papers shall hold the Town and County harmless for any damages, costs, expenses, penalties, fines, orders or injuries as a result of any fires, explosions and Hazardous Waste discharges occurring at the Landfill.

Appleton Papers shall cooperate with the Town from execution of the Agreement until Final Closure, to timely inform, educate, equip and to train Town officers, Town volunteer fire fighters, Town emergency medical technicians or other public health and safety employees of the Town regarding the potential dangers and public safety and health hazards that may be associated with the Landfill along with the potential dangers associated with any specific Disposal, Closure and Long Term Care Operations. Appleton Papers shall annually reimburse up to fifteen hundred dollars (\$1500) per year of invoices for all or part of the invoiced cost incurred by the Town for the education, training and equipping of fire personnel. The fifteen hundred dollar (\$1500) cap shall be adjusted, by a cumulative two (2) per cent increase annually commencing upon execution of the Agreement and ending upon Final Closure. Payments shall be made by Appleton Papers to the Town within thirty (30) days of receipt of the invoiced costs.

F. Legal and Negotiation Fees

Upon execution of this Agreement, provided the Agreement is not preceded by and is signed in the absence of any related litigation, arbitration or contested case hearing, Appleton Papers shall reimburse the Town's negotiation and legal expenses related to the negotiation of this Agreement, up to, but not exceeding, one hundred thousand dollars (\$100,000) . The Town and County shall be responsible for all legal expenses, if any, in excess of this amount. After execution of this Agreement the Town shall provide Appleton Papers with an itemization of its legal and negotiation expenses and copies of all relevant bills submitted to the Town. Except as qualified in the provision above, Appleton Papers shall pay the Town the above noted legal and negotiation expenses within thirty (30) days after receipt of the Town's itemization. This amount shall include any legal and negotiation expenses incurred by the Town through execution of this Agreement.

ARTICLE 16
PUBLIC HEALTH PROTECTION AND REMEDIAL ACTION

A. Groundwater Monitoring, Baseline Testing

Groundwater monitoring wells by Appleton Papers shall be maintained from licensure of the Landfill until forty (40) years after final closure around the perimeter of the Landfill. There shall be a performance boundary inside the property limits of the Landfill. Groundwater from the private wells in the shaded area of **Exhibit 1** and at this performance boundary has been previously evaluated to establish baseline data. With prior written consent of the owners, one round of testing of the private wells in the shaded area of **Exhibit 1** will be accomplished by Appleton Papers within 1 year after execution of this Agreement or one hundred eighty (180) days before licensure, whichever is earlier to establish additional baseline data. This well testing to establish baseline data will include testing for the following parameters set forth in Table 1. The Joint Committee noted in paragraph 16 E which will include a consultant, such as RMT, or other consultant mutually acceptable to the Town and Appleton Papers, shall inspect the wells for casing integrity within sixty (60) days after execution of this Agreement. No testing, well replacement or water replacement under this Article 16 shall be required by Appleton Papers for any well capped by a landowner, any well having a cracked or damaged casing, as determined by the Joint Committee or any well that does not meet the requirements of the Wisconsin Administrative Code for private potable water as determined by the Joint Committee noted in paragraph 16 E. If any such deficiency in a well is noted by the Joint Committee and in writing to the well owner, the Town and Appleton Papers or its representatives, and it is cured to the satisfaction of the Joint Committee by the well owner within 90 days after such identification and receipt of the notice of the deficiency, such well shall be included in subsequent testing, well replacement or water replacement. Any deficiencies in the cap or casing condition of the well(s) or other deficiencies such that the well(s) do not meet the requirement of the Wisconsin Administrative Code after licensure by the DNR of the Landfill shall be noticed by the Joint Committee to Appleton Papers, the Town and to the owners in writing, and if any such deficiency is cured to the satisfaction of the Joint Committee within ninety (90) days after receipt of the notice by the well owner, such well shall be included in subsequent testing, well replacement or water replacement. The well water samples shall be analyzed by a certified laboratory. Appleton Papers shall, upon request of the Town in writing, split samples with the Town.

Table 1

Groundwater Elevation
Field Temperature
Field pH
Conductivity
Alkalinity
Hardness
Chemical Oxygen Demand
Chloride
Boron
Sulfate
Nitrate + Nitrite Nitrogen
Ammonia Nitrogen
Odor
Turbidity
Fluoride
Iron
Lead
Manganese
Arsenic
Total VOC's

B. Environmental Monitoring

The private wells in the shaded area of Exhibit 1 that meet requirements of the Wisconsin Administrative Code for private potable water as determined by the Joint Committee noted in paragraph 16 E., upon licensure of the Landfill will be eligible to participate in an environmental monitoring program. The first well tests shall be taken in the month of June (or other time within 60 days thereof as required by DNR) first following licensure and shall continue for forty (40) years after Final Closure.

The environmental monitoring program shall consist of periodic testing of such wells in the shaded area of Exhibit 1 that meet code requirements and shall be based on state-of-the-art testing. This periodic testing for the 18 parameters set forth in Table 2 will be offered biannually during the first ten (10) years following execution of this Agreement and annually thereafter to well owners who consent in writing in advance to such testing upon written request by Appleton Papers.

The results and analysis of these tests shall be provided to the Town Clerk by Appleton Papers within 30 days of receipt of the results. Disclosure of test results shall not be delayed by Appleton Papers or its agents without reasonable scientific basis. The tests shall be taken in June (or other time within 60 days thereof as required by DNR) by Appleton Papers or its agents.

At any date after the execution of this Agreement and until forty (40) years after Final Closure if any additional water supply wells are constructed for human consumption within the shaded area of Exhibit 1 or within 1320 feet of the outer perimeter of the Landfill or if fewer well water supplies are maintained in this area as operational for human consumption, as determined by the Town in writing, then the number of water supply wells requiring testing, well replacement, and water replacement by Appleton Papers shall increase or decrease, respectively, subject to the reciprocal obligations in paragraphs A thru I of this Article 16.

Table 2
Performance Boundary Monitoring
Groundwater Wells

Groundwater Elevation
Field Temperature
Field pH
Conductivity
Alkalinity
Hardness
Chemical Oxygen Demand
Chloride
Boron
Sulfate
Nitrate + Nitrite Nitrogen
Ammonia Nitrogen
Lead
Iron
Manganese
Fluoride
Odor
Turbidity

C. Performance Boundary Monitoring

A performance boundary shall be established inside the property limits of the Landfill. The groundwater at this performance boundary shall be tested and monitored, prior to licensure and for forty (40) years after final closure, via the monitoring wells thereat, by testing for at least the parameters listed in Table 2. The testing at the performance boundary shall be accomplished at least twice annually and the results disclosed to the Town in writing within thirty (30) days of receipt by Appleton Papers Inc. Disclosure of test results shall not be delayed by Appleton Papers or its agents without reasonable scientific basis.

Unless otherwise stated, all costs for testing, analysis and delivery by Appleton Papers and the costs of the Joint Committee per this Article 16 shall be at the expense of Appleton Papers. The well water samples shall be analyzed by a certified laboratory.

D. Immediate Water Replacement

If at any time any well on an Eligible Parcel shall test positive for pollution, contamination or impurity present exceeding a drinking water quality criterion established by either the Wisconsin DNR or the USEPA which may be caused either in whole or in part, by Disposal Operations at the Landfill and which may make the water from such well unsuitable or unsafe for human or livestock, use or consumption, the following procedure shall apply. The Town through notice from the Town Clerk to Appleton Papers (and timely furnishing of the test results if test performed by someone other than Appleton Papers or its consultants), may require or instruct, (in writing or orally with written confirmation as soon as possible) that the well owner use an alternative water supply. Upon such notice to the well owner and Appleton Papers, the well owner shall arrange for immediate short term delivery of potable water with Appleton Papers conditionally guaranteeing the costs of such temporary potable water delivery.

The guarantee is conditional in that it is subject to a requirement of full repayment by the well owner as set forth in paragraphs G, H, and I, in the event the Joint Committee determines the Landfill or Disposal Operations at or near the Landfill is not the cause of the contamination, pollution or impurity.

If potable water replacement to the well owner is required of Appleton Papers by the Town extending beyond the initial period of immediacy, thereupon Appleton Papers shall, at its expense, arrange, provide and furnish to the owner and occupants of the affected property such amounts of potable water at such frequencies and durations of time as the Town or its agent may require in writing. As an alternative, Appleton Papers may provide a new water source or well at least comparable in characteristics to the previous water source or well and free of such pollution, contamination or impurity to the property affected and with the written approval of the well owner and Town, which approval shall not be withheld unreasonably. If Appleton Papers offers this alternative and the owner refuses this alternative unreasonably or without good cause as determined by the Joint Committee, then as to such well, no further testing, well replacement or water replacement under this Article 16 shall be required of Appleton Papers.

E. Joint Committee to Ascertain Causation

To ascertain causation of any well pollution, contamination, or impurity on an Eligible Parcel, upon the request of Appleton Papers or the Town, a Joint Committee shall be established within 30 days of request composed of three persons. Appleton Papers and the Town shall each appoint a representative and the two representatives shall mutually agree to a third person, who is a professional or certified person, such as a professional engineer or hydrogeologist, recognized as having knowledge relating to wells, groundwater, underground soil structure, groundwater migration and water testing, so as to be able to render a reasoned opinion as to the source of well contamination to a reasonable degree of scientific certainty.

For purposes of this Agreement, the majority written opinion of the three member Joint Committee shall be final as to the issue of cause of well pollution, contamination, or impurity and the written opinion will include the ordered actions for Appleton Papers, if any, to remedy the pollution, contamination or impurity in the short term and long term with regard to supplying potable water, water replacement or well replacement to the affected well owner.

F. If Joint Committee Determines Landfill is Cause

If the Joint Committee in writing determines that the Landfill or Disposal Operations at or near the Landfill is the source of the well pollution, contamination, or impurity to a reasonable degree of scientific certainty, Appleton Papers shall be obligated to supply potable water or provide a replacement well or a replacement water source, free of contamination to the affected property as the Joint Committee directs within 30 days of receipt of the ordered action.

G. If Joint Committee Determines Landfill is not Cause

If the Joint Committee in writing determines that the Landfill or Disposal Operations at or near the Landfill is not the source of the well pollution, contamination, or impurity to a reasonable degree of scientific certainty, the obligation of Appleton Papers to supply potable water or a replacement well or replacement water source shall cease, and all costs of well replacement or water source replacement and potable water incurred shall be repaid by the recipients and/or offset as noted in paragraph I.

H. Replacement Water Conditional Upon Reasonable Access

The obligation of Appleton Papers to supply potable water or to provide a replacement well or replacement water source under paragraphs D and F is conditional upon the well owner and property occupants cooperating to allow reasonably unrestricted access, sampling and testing of the wells by the Joint Committee, and by Appleton Papers or its consultants retained to conduct any investigation.

I. Recovery of Costs

Parties eligible for financial assistance from the State of Wisconsin for the replacement of private water supplies, well replacement and other water source replacement shall cooperate in making application for such funds. As to any Eligible Parcel, until the Joint Committee determines that the Landfill is not the cause of the well contamination, Appleton Papers shall pay all costs for Appleton Papers providing immediate water replacement or well replacement or replacement water source less any amounts paid for by the State of Wisconsin program; however, if the Joint Committee determines that the Landfill is not the cause of the contamination, the Town and the County may assess the property owner to the extent permitted under applicable law to recoup all costs of water replacement or well replacement or replacement water source to the extent that the Town under paragraph D required Appleton to provide or guarantee the same. Any such amounts assessable by the Town or County as permitted by law, whether assessed in fact or not, shall be a credit or offset against any future sums payable by Appleton Papers under this Agreement. If there are costs that cannot be reimbursed by the State of Wisconsin or assessed by the County or Town, Appleton Papers reserves the right to proceed at law against the property owner unjustly enriched. Alternatively, Appleton Papers may proceed at law directly against such property owner unjustly enriched.

ARTICLE 17
PAYMENT TO THE TOWN AND COUNTY

A. Taxes

1. From licensure of the Landfill to Appleton Papers by DNR until Final Closure, Appleton Papers agrees to pay to the Town an annual payment by December 15 of each year which will be in lieu of the real estate property taxes the Town lost during the preceding year by virtue of the construction operation and maintenance of the Landfill. The amount of the annual tax loss payment of the tax exempt portion of the Landfill property shall be, from licensure date year until Final Closure, at the amount of four thousand dollars (\$4,000) plus an annually compounded escalator amount of three percent (3%). The final payment will be due on December 15 of the year in which Final Closure occurs.

2. In the event the laws of the State of Wisconsin are amended in any year from execution of this Agreement until forty (40) years after Final Closure in a manner which would permit the taxing of the Landfill by the Town, Appleton Papers and the Town agree that the Landfill shall be taxed as of the date of the amendment as a Landfill in the Town and such taxes then to be in lieu of payment under Article 17, Paragraph A.1 above.

3. The Site, and any operations related thereto in the Town except for the Landfill and the Active Fill Area, shall remain taxable as real estate property to Appleton Papers for the Agreement.

4. Upon date of Final Closure, the Site and Landfill will be assessed and taxable in that Final Closure year under a nature conservancy classification or with a tax classification use consistent with the then current use of the property.

5. Prior to and including the first licensure year of the Landfill to Appleton Papers by DNR the Landfill and the Active Fill Area shall be taxed to Appleton Papers as agricultural real estate property and shall not be exempt.

B. Tippage

Appleton Papers shall pay upon licensure of the Landfill until the Final Closure date all amounts due to the Town and County direct payments in the amount of \$1.04 per ton for the Town and \$0.26 per ton for the County, plus in each subsequent year, an annually compounded escalator amount of three percent (3%) applied to these Town and County direct payments. These direct payments shall equal the number of tons Disposed in the prior three month period in the Active Fill Area multiplied by the applicable rate stated above. These payments shall be made by Appleton Papers to the Town and County on a quarterly basis with payments due on April 15, July 15, October 15 and January 15 for each prior three months period wherein Waste was Disposed in the Active Fill Area.

C. Minimum Payments

Appleton Papers, from licensure of the Landfill until Final Closure, shall pay to the Town and County (together and not individually) a total minimum tippage of twenty thousand dollars (\$20,000) per annum, plus, in each subsequent year, an annually compounded escalator amount of three percent (3%). Full payments shall be made in the first licensure year and every year thereafter, including the final year when closure occurs.

The above minimum shall be a credit against any tippage accruing that year during the term of this Agreement per Article 17B.

These minimum payments shall be effective for calculation by Appleton Papers commencing on the licensure year of the Landfill to Appleton Papers by DNR until the Final Closure year.

Payments shall be made on the dates provided in Paragraph B.

D. Payments to be Made Quarterly

The minimum tippage shall be paid to the Town and County on a pro-rata quarterly basis in the form of two checks issued each quarter reflecting the allocation in Paragraph E below, one check to the Town and one check to the County.

E. Allocation as between Town and County

The Town and County may allocate the tippage and minimum payments receivables each quarter from Appleton Papers according to the following formula of allocation

Town:	80 %
County:	20 %

or other formula upon joint written notice from the Town and County to Appleton Papers.

F. Prior Licensure Payment

From execution of the Agreement until the sooner of the year 2010 or licensure to Appleton Papers by DNR, Appleton Papers will pay the Town and County (together and not individually) a total annual amount of five thousand \$5,000. The first payment will be due within thirty (30) days after execution of the Agreement and each annual payment thereafter is due on the anniversary date of the execution of the Agreement until the sooner of licensure to Appleton Papers or its assigns or the year 2010. There shall be no prior licensure payment for any year when any amount of a minimum tippage is paid per 17C. The amount paid is not refundable to Appleton Papers should this Landfill be not licensed to Appleton Papers or its assigns by DNR.

G. Payment to the Treasurer

Any and all payments made by Appleton Papers to the Town and County respectively shall be made payable to the Town Treasurer and the County Treasurer by check or other payment acceptable to the Town Treasurer or County Treasurer.

H. Documentation of Amount

Appleton Papers shall provide to the Town and County a record of all Waste received at the Site and report the same in writing to the Town Clerk each and every time such documentation is filed with the State of Wisconsin/Department of Natural Resources. The Town and County shall be allowed to inspect any such documentation of Appleton Papers upon reasonable notice. Appleton Papers shall provide the Town and County with all statements and documentation pertaining to the amount of Waste that is reported to the DNR or any of its applicable agencies in conjunction with the required payments to be made to the State of Wisconsin.

The Town or County shall have the option of hiring, at its expense, an independent reputable consulting firm to perform computations in order to verify the tonnage reported by Appleton Papers. Such consulting firm shall use field surveys to verify such tonnage. If such independent computations reveal that the Appleton Papers reported tonnage to the State of Wisconsin/Department of Natural Resources has been understated by ten percent (10%) or greater, the costs of such computations shall be borne by Appleton Papers.

If Appleton Papers has understated the amount deposited, the difference shall be paid within ten (10) days of receipt of the consultant's results at the then applicable rate. If Appleton Papers has overstated the amount deposited during such periods, then Appleton Papers shall receive a credit against its next direct payment(s) to the Town and County, based upon the amount of the overstated Waste, multiplied by the then applicable rate.

I. No Refund for Removal

Appleton Papers, or its authorized transporter, may remove Waste from the Landfill for purposes of beneficial reuse or recycling as per Article 12; however such removal shall not affect or be a credit against any direct payment under Article 17, Paragraph B. Tipping fees shall be applicable for each ton of Waste accepted to refill space freed up through such removal or recycling.

**ARTICLE 18
REMEDIES****A. Legal Actions**

At anytime after the execution of this Agreement, in perpetuity, upon notice that any anticipated or unanticipated occurrence in the Town associated with or related to the Landfill, including, but not limited to, occurrences associated with Disposal Operations at the Landfill which do or will present an unreasonable harm to persons or property a danger to the public health, welfare and safety, or do or will cause damage to the natural resources in the Town, or does or will violate provisions of this Agreement, the Town and/or County may commence a legal action to enforce the provisions of this Agreement and/or to enjoin certain actions except as restrained in Article 7, Section B by and against Appleton Papers or its authorized transporters. Appleton Papers retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have in its behalf to any action brought by the Town or County. The prevailing party in any legal action brought by the Town or County against Appleton Papers or its authorized transporters shall be entitled to a judgment against the non-prevailing party awarding reasonable attorneys' fees and costs. These actions shall specifically include the right of the Town and/or the County to commence public nuisance action against Appleton Papers to abate or limit any public nuisance.

B. Court Action by the Town or County

At anytime after the execution of this Agreement, in perpetuity, the Town and/or County may commence and maintain a legal action against Appleton Papers, or its authorized transporters, under the law of public nuisance or common law theories of trespass, negligence, strict liability, agency or any other applicable state or federal statutory or common laws, for damages, penalties, fines, expenses and costs suffered by the Town or County related to any public nuisance, physical damage or physical injury to any Person or any property in the Town caused by or alleged to have been caused by Appleton Papers, or its authorized transporters, arising in any way as a result of any anticipated or unanticipated occurrence associated with the Landfill or any operation related thereto in the Town, including, but not limited to Disposal Operations, including Beneficial Reuse, closure operations and long-term care operations. Appleton Papers retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have to any action brought by the Town or County. The prevailing party in any legal action brought by the Town or County against Appleton Papers, or its authorized transporters, shall be entitled to a judgment against the non-prevailing party awarding its reasonable attorneys' fees and costs.

C. Administrative Action by Town or by the County

After the execution of this Agreement and unless barred by the statute of limitations and if they deem it necessary, the Town or County may petition the Department under Section 144.465, Wis. Stats. (1993), or Section 144.725, Wis. Stats. (1993), or their successor provisions to initiate action by the Department against Appleton Papers, its officers, its employees or its agents for any alleged violation by Appleton Papers of any License or order established or issued by the DNR. Appleton Papers retains the right to assert in its defense any defense it may have related to any petition(s).

D. Indemnification

Appleton Papers, from execution of this Agreement and in perpetuity, shall indemnify, hold harmless, and defend the Town, County and their officers, their employees, and their agents along with the Local Committee and its members (hereafter all called Indemnified Parties), from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorney's fees, removal action costs and remedial action costs), interest and damages that it or they might suffer or be obligated to pay out to another as a result of any claim, order, demand, suit, action or right of action brought by another Person for damages, costs, orders, expenses, penalties, fines, as a result of any injury (including death) or damage to any Person or property, against the Indemnified Parties, brought by that Person, where such injuries, costs, orders, expenses, penalties, fines, or damages arise as a result of any occurrences that are caused by Disposal Operations, including closure operations and long-term care operation of Appleton Papers or its authorized transporters; provided, Appleton Papers is provided prompt notice within thirty (30) days of any notice of claim. *Beneficial Reuse*

RDK
J/S

The above-noted provision shall include full reimbursement to the Indemnified parties for the legal fees and the legal costs of any legal defense by the Indemnified parties.

Notwithstanding the foregoing, there shall be no obligation on the part of Appleton Papers to indemnify, hold harmless or defend the Indemnified Parties if the alleged costs, expenses, penalties, fines, injuries or damages that arise from or is caused solely by any willful or wanton act or omission or any intentional act or omission, of any one of the Indemnified Parties or is caused solely by the negligent act or omission of only one of the Indemnified Parties.

**ARTICLE 19
GENERAL PROVISIONS**

A. Notice to Parties/Complaints/Concerns

Any notices required by any provision of this Agreement shall be addressed to a party as follows, and shall be sent by first class mail, and shall be considered written notice to that party. The Town may appoint a Local Committee of Town residents to address concerns and complaints forwarded to the Town. Appleton Papers shall cooperate with this committee, if established.

- a. To Appleton Papers Inc. at
Att: Law Dept.
825 East Wisconsin Avenue
Appleton, WI 54911
- b. To the County Clerk of the County of Calumet at
206 Court Street
Chilton, WI 53014-1198
- c. To the Town Clerk, Town of Harrison
W5298 Highway 114
Menasha, WI 54952

All written letters of complaint or concerns received by the Town, County or Appleton Papers by any resident of the Town shall require a copy of that letter be sent to the other parties at the above noted addresses.

B. Headings

The index and titles to paragraphs herein are for informational purposes only and not to be used in construing the Agreement language.

C. Waiver

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

D. Complete Agreement

This Agreement supersedes any prior Agreement, whether oral or written, between the parties applicable to the Landfill and represents the complete Agreement applicable to the Landfill. This Agreement may be amended only by the Town, the County and Appleton Papers jointly agreeing in writing to an amendment.

E. Presumption of Draftsmanship

In the event it is necessary to construe the language of this Agreement, it is agreed the construction shall take place without a presumption of draftsmanship against any party to this Agreement.

F. Governing Law

This Agreement, unless otherwise set forth, shall be construed, enforced and governed in all respects in accordance with the laws, statutes, regulations and Administrative Code provisions in effect as of November 1, 1996 of the State of Wisconsin and the federal government.

G. Saving Provision

In the event any part, term or provision shall be found contrary to or in conflict with any valid controlling law, such provision shall be deleted; however, the validity of the remaining provisions shall not be affected thereby.

H. No Ownership or Control

Nothing in this Agreement shall be construed to give the Town or County, or the Local Committee, any ownership status in the Site or Landfill, or any operator or arranger status, as defined in 42 USC 9607 (1) or its appropriate federal regulations and successor provisions or as otherwise defined by any Court, for any Disposal Operations, storage, treatment or recycling operations, or any construction, maintenance, repair, reconstruction, closure or long term care operations at the Site, Landfill, Active Fill Area or any operations related thereto.

Town of Harrison Landfill Agreement

March 1997

Agreed and Accepted:
Local Town of Harrison
and Calumet County Local
Committee

By: Joseph Sprung
Title: Local Committee Chair

Date: 3-25-97

Agreed and Accepted:
Appleton Papers Inc.

By: [Signature]

Title: VICE PRESIDENT MANUFACTURING
COATED FREE SITE

Date: MARCH 25, 1997

Agreed and Accepted:
Town of Harrison

By: Allison Blackman

Title: Chair

Date: 4-29-97

Agreed and Accepted:
Calumet County

By: Ann Morgan

Title: Calumet County Chair

Date: 4-15-97

lan115.doc

INDEX

Page

A

abate.....	16, 19, 46
access.....	1, 10, 12, 24, 27, 28, 32, 33, 35, 42
Active Fill Area	1, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 31, 34, 35, 36, 43, 49
additional day.....	23
agree to cooperate.....	21. See cooperate
allocation.....	6, 32, 44
Appleton Papers	1
assessment.....	36
assigned.....	17
attendant.....	26
Authorized Transporter	1, 9, 14, 15, 20, 21, 22, 27, 34
authorized transporters.....	2, 6, 9, 10, 15, 18, 19, 22, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 46, 47

B

Beneficial Reuse	1, 9, 10, 11, 13, 20, 21, 30
-------------------------------	------------------------------

C

cap.....	1, 9, 11, 16, 19, 20, 25, 26, 28, 35, 37, 38
capacity.....	1, 9, 11, 20, 25, 26
cease Disposal Operations.....	13
Committee, Joint.....	42
conditional use.....	7, 11, 12, 20
conservancy.....	11, 28, 43
conservancy uses.....	28
construction.....	1, 2, 3, 7, 9, 14, 21, 22, 25, 32, 43, 49
consultant.....	28, 30, 38, 39, 41, 42, 45
contact person.....	26
Control of Actions	14
cooperate.....	21, 33, 37, 42, 48
County	1

D

daily cover.....	16, 21
deceleration lane.....	33
detour.....	10, 27, 32, 33
diminution.....	3, 6, 7
Disposal Operations	1, 2, 9, 10, 11, 12, 13, 14, 18, 20, 21, 22, 23, 28, 29, 30, 34, 35, 36, 41, 42, 46, 47, 49
DNR1 , 2, 7, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 35, 36, 38, 39, 41, 43, 44, 45, 46	

E

Eligible Owners	3, 7
Eligible Parcel.....	3, 6, 7, 8, 41, 42
Eligible Persons.....	3, 6, 7
emergencies.....	22, 26, 36
emergency.....	23, 24, 27, 32, 33, 36, 37
erosion.....	16, 19

INDEX

Page

A

abate.....	16, 19, 49
access.....	1, 9, 10, 24, 27, 28, 29, 33, 34, 36, 45
Active Fill Area	1, 8, 9, 10, 12, 14, 15, 16, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 35, 36, 38, 46, 52
additional day.....	23
agree to cooperate.....	21. <i>See</i> cooperate
allocation.....	6, 33, 47
Appleton Papers	1
assessment.....	38
assigned.....	17
attendant.....	26
Authorized Transporter	1, 8, 14, 16, 20, 21, 22, 27, 35
authorized transporters.....	2, 6, 8, 9, 15, 18, 19, 22, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 49, 50

B

Beneficial Reuse	1, 8, 9, 10, 12, 20, 21, 31
-------------------------------	-----------------------------

C

cap.....	1, 8, 10, 16, 19, 20, 25, 26, 29, 37, 39, 41
capacity.....	1, 8, 10, 20, 25, 26
cease Disposal Operations.....	12
Committee, Joint.....	45
conditional use.....	6, 10, 11, 20
conservancy.....	10, 29, 46
conservancy uses.....	29
construction.....	1, 2, 3, 6, 8, 14, 21, 22, 25, 33, 46, 52
consultant.....	29, 31, 41, 42, 44, 45, 48
contact person.....	26
<u>Control of Actions</u>	14
cooperate.....	21, 34, 39, 45, 51
County	1

D

daily cover.....	16, 21
deceleration lane.....	34
detour.....	9, 27, 33, 34
diminution.....	3, 5, 6
Disposal Operations	1, 2, 8, 9, 10, 11, 12, 14, 15, 18, 20, 21, 22, 23, 30, 31, 35, 36, 38, 44, 45, 49, 50, 52
DNRI , 2, 6, 8, 9, 10, 12, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 34, 36, 37, 38, 41, 42, 44, 46, 47, 48, 49	

E

<u>Eligible Owners</u>	3, 6
Eligible Parcel.....	3, 4, 5, 6, 7, 44, 45
Eligible Persons.....	3, 6
emergencies.....	22, 26, 38
emergency.....	23, 24, 27, 33, 34, 38, 39
erosion.....	16, 19
escrow agent.....	6, 7
Exhibit	1, 2, 3, 6, 10, 11, 20, 21, 33, 37, 41, 42, 43
exhibits.....	12
expanded hours.....	23

F

fence.....	10, 30, 36
Final Closure	10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 42, 43,

G

groundwater	43, 44
-------------------	--------

H

hazard.....	9, 11, 15, 16, 18, 20, 32, 39
Heading	51
height	20, 25, 37
hours	15, 22, 23, 24, 28

I

improvements.....	10, 30, 31, 38
indemnify.....	50
independent contractor.....	2, 14, 15
installment.....	6

J

Joint Committee	41, 42, 43, 44, 45
joint owners.....	7

L

land use	10, 38
Landfill	1
See Exhibit 1, Page 3 of 3	1
Landfill-Site	2
See Exhibit 1, Page 1 of 3	2
leachate	16, 18, 21, 24, 26, 29, 31, 38
litter.....	2, 9, 10, 30, 35
Local Committee	1
Local Committee of Town residents	51
locks.....	36

M

minimum.....	16, 47
Minimum Payments.....	12, 47
minimum tippage.....	47

N

nuisance.....	3, 6, 9, 11, 15, 16, 49
---------------	-------------------------

O

odor.....	16, 18, 31
-----------	------------

P

payment.....	3, 5, 6, 7, 21, 44, 46, 47, 48
Plan of Operation	2, 6, 8, 10, 14, 16, 20, 21, 24, 25, 26, 30, 31, 36, 37
precondition.....	6
prior licensure payment	47
professional engineer.....	44
property owners.....	3, 6, 7

Q

Quiet Enjoyment.....	5
----------------------	---

R

recycling.....	1, 32, 48, 52
repaid	45
repayment.....	44
reports	26
road.....	1, 8, 9, 10, 21, 25, 27, 30, 33, 34, 35
Road Superintendent.....	33
roads.....	1, 8, 10, 21, 27, 33, 34, 35
route.....	9, 21, 27, 33, 34

S

safety.....	3, 9, 11, 15, 23, 24, 27, 29, 33, 35, 39, 49
samples.....	24, 41, 43
security.....	36
set back.....	25
sewer.....	38
Site.....	2
See Exhibit 1, Page 3 of 3.....	2
standard of care	15
storage.....	1, 8, 9, 10, 15, 18, 31, 52

T

taxes.....	46
<u>Term</u>	12
<u>Tippage</u>	46, 48
tire cleaner.....	34
topsoil.....	19, 21
<u>Town</u>	2
transfer.....	6, 7, 14, 16, 17
transferees.....	14
transport.....	1, 2, 6, 8, 9, 10, 11, 12, 15, 16, 18, 19, 22, 23, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 48, 49, 50
treatment.....	1, 8, 9, 10, 15, 18, 31, 38, 52
trees.....	10, 16, 37
Trucks	34, 35

W

waivers.....	11, 21
Waste	1, 2, 8, 10, 12, 15, 18, 20, 21, 24, 26, 27, 28, 30, 38, 39, 46, 48
water replacement.....	41, 43, 44, 45
well replacement.....	41, 43, 44, 45
wells.....	41, 42, 43, 44, 45

Z

zoning.....	6, 10, 20, 21, 38
-------------	-------------------

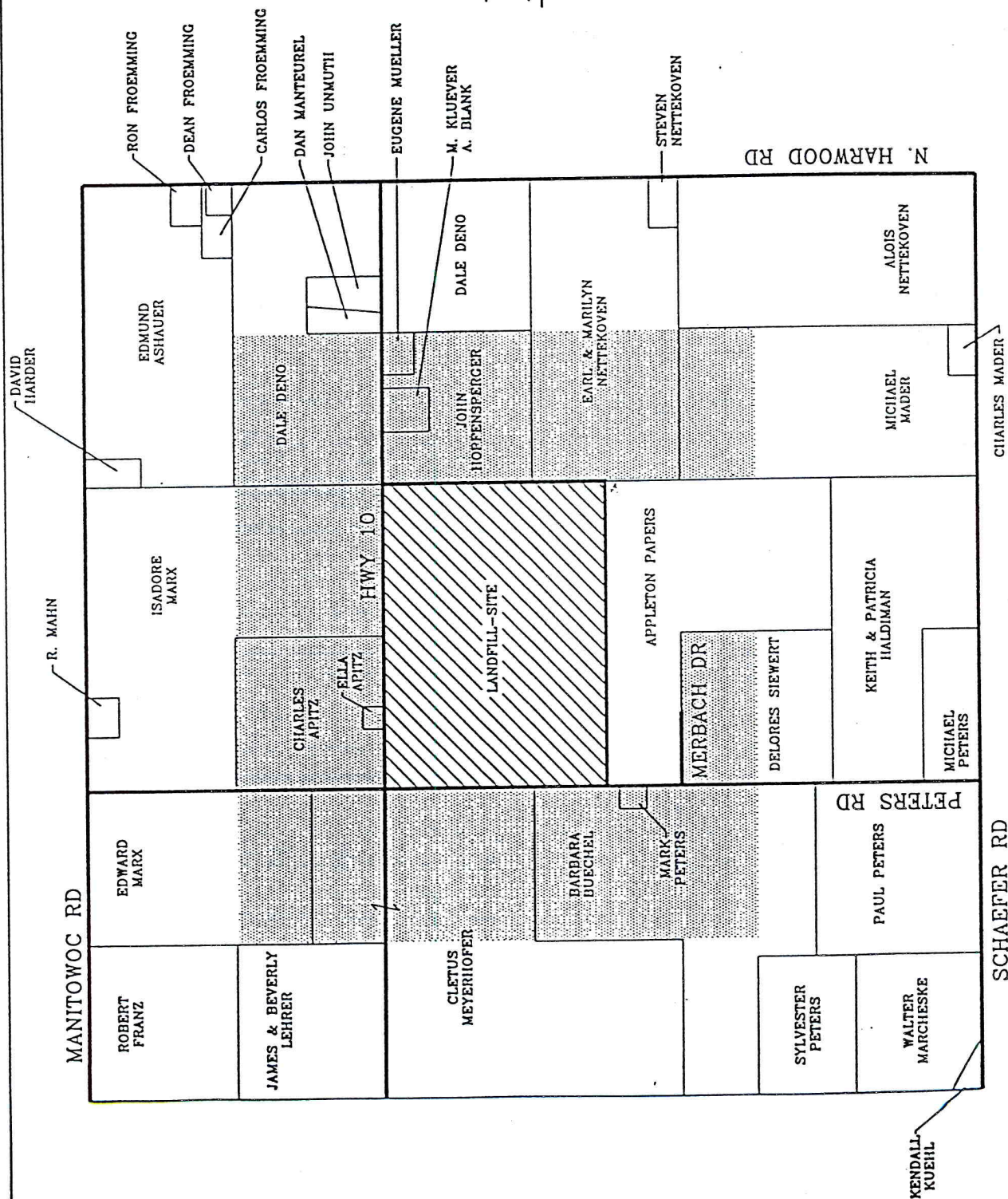
PAGE 1 of 3

NOTES:

INDICATES APPROXIMATE
LOCATION OF RESIDENCE

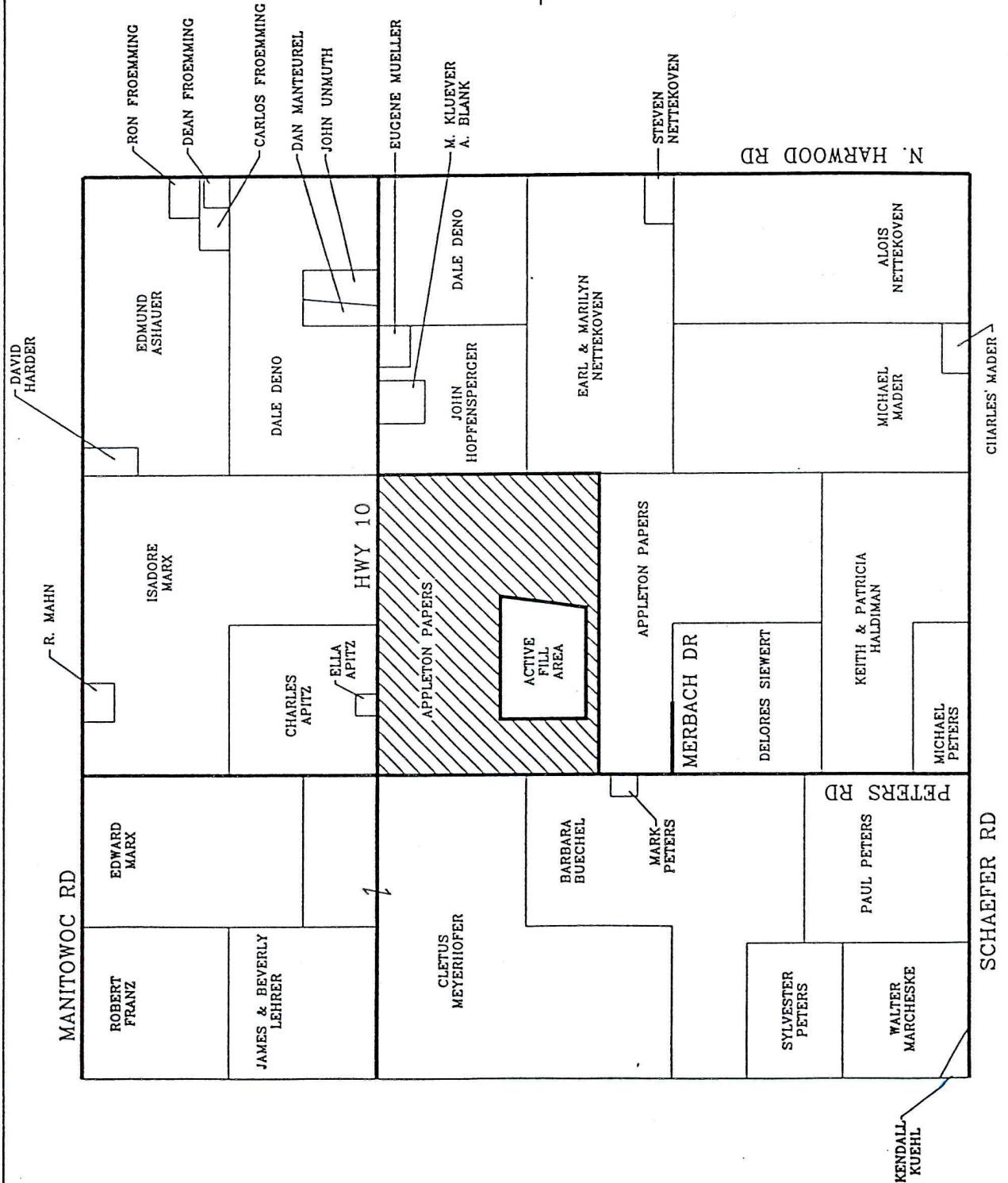
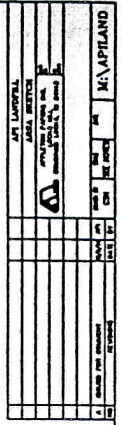
SHADED AREA EXTENDS APPROX.
1320 FEET FROM LANDFILL-SITE
PERIMETER AND INDICATES
ARTICLE 1A PORTIONS OF PARCELS
DEEMED "ELIGIBLE PARCELS"

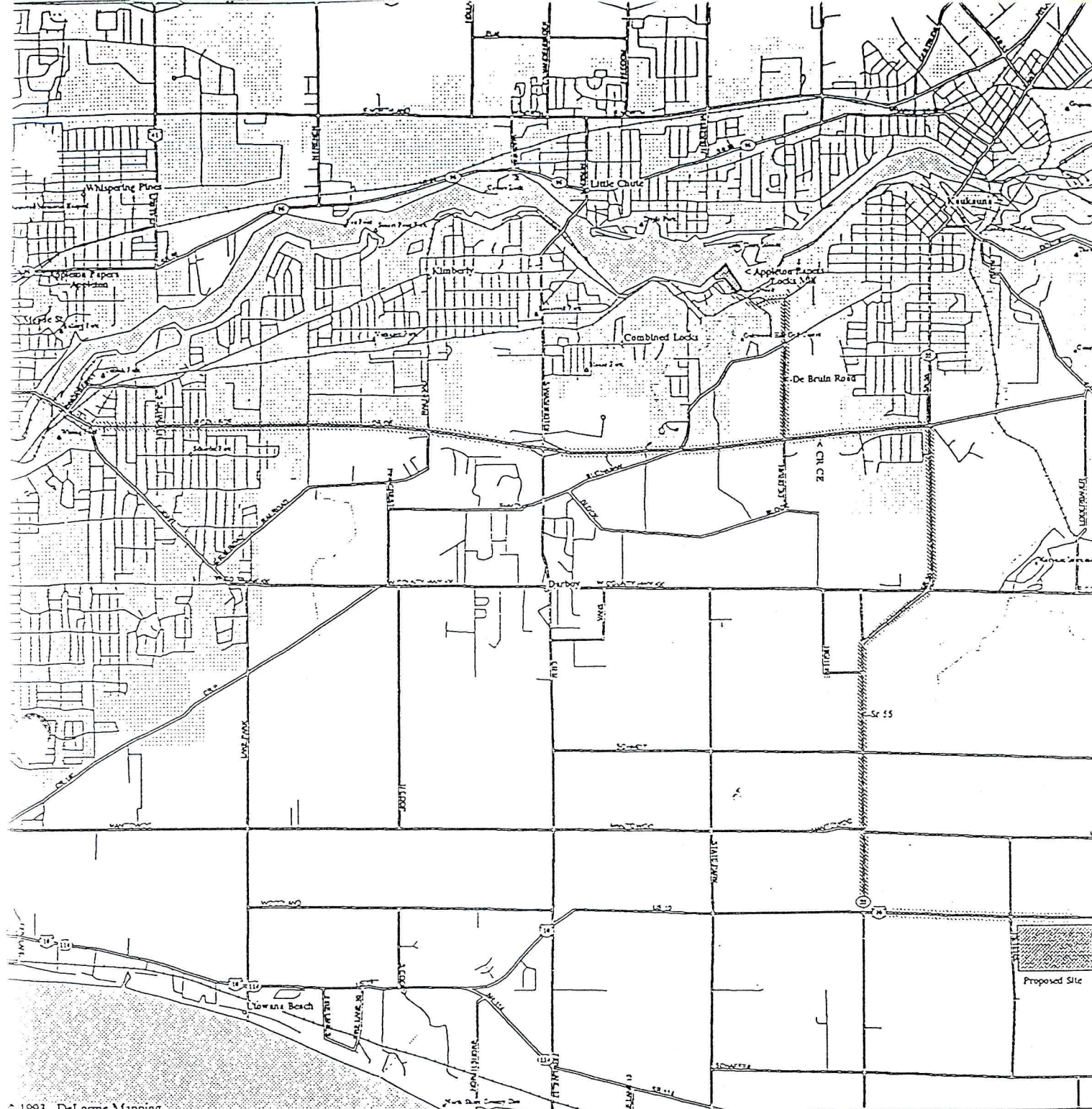
GRAPHIC SCALE
1" = 400' (APPROXIMATE)
ON 24" x 36" PRINT

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PAGE 2 of 3

GRAPHIC SCALE
1" = 400' (APPROXIMATE)
ON 24" x 36" PRINT





© 1993 DeLorme Mapping

LEGEND

- | | | |
|-------------------|-------------------|-------------|
| Population Center | US Highway | State Route |
| State Route | County Boundary | US Highway |
| Geo Feature | Street, Road | Railroad |
| Town, Small City | Hwy Ramps | River |
| Hospital | Street, Road | Land Mass |
| Park | Major Street/Road | Open Water |

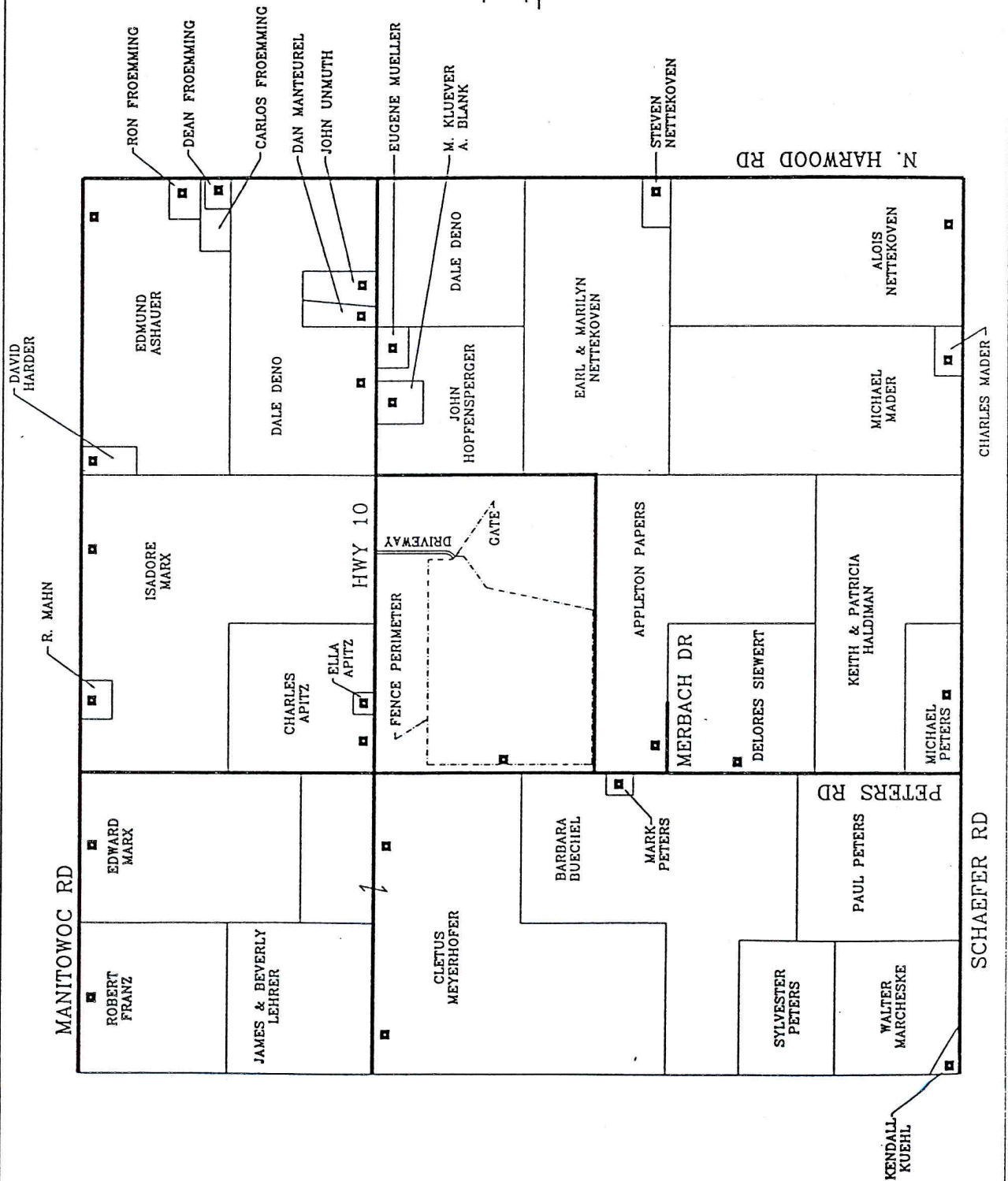
Proposed Route
Mag 14.00
Mon May 15 23:30:35 1995

Scale 1:56,250 (at center)

5000 Feet

2000 Meters

EXHIBIT 3



NOTES:

INDICATES APPROXIMATE
LOCATION OF RESIDENCE

----- INDICATES FENCING

GRAPHIC SCALE
1" = 400' (APPROXIMATE)
ON 24" x 36" PRINT

[illegible]

Exhibit 4

Page 1 of 3

Appleton Papers shall further work out specifics of the landscaping layout with input from a forestry consultant and with consultation with a representative of the Town, County and Calumet County Planning and Zoning Committee.

Exhibit 4

Page 2 of 3

Visual Screening and Aesthetic Barrier

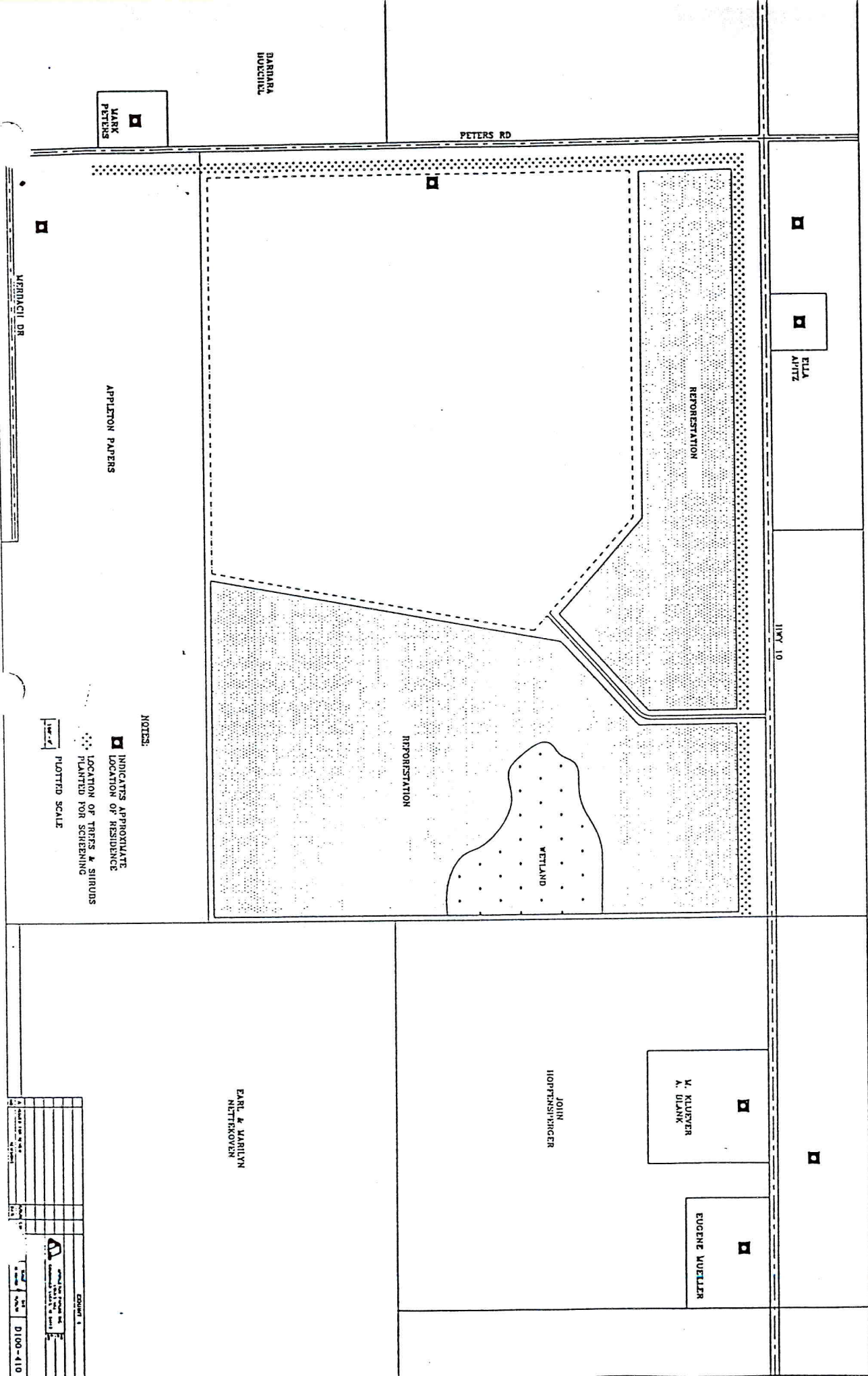
A visual screening and aesthetic barrier consisting of trees and shrubs suitable for the soil conditions will be planted along highway 10 and Peters road. The screening and aesthetic barrier will be planted in phases beginning in 1997. Additional plantings will be made during the following year to complete the perimeter barrier. This phased approach is highly recommended by the WDNR and other landfill managers to allow assessment of plant selection for soil conditions and insect and disease resistance.

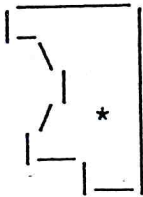
The screening and aesthetic barrier will be designed to provide a functional visual barrier upon maturity of the selected species while maintaining a design that is aesthetically pleasing to the eye. The species will be selected for their hardiness, screening ability, ecological value and their ability to regenerate.

The screening barrier will be planted in an approximately 30 foot wide strip consisting of three rows of trees and shrubs. The first row, planted closest to the line of site, would be made up of a mix of coniferous and deciduous shrubs (i.e., Dogwoods, Sumac and Honeysuckle). White Spruce and White Cedar (3-4 feet tall) are anticipated to be planted in the second row, spaced approximately 25-30 feet apart. The third row will consist of a hardwood species such as ash, maple and oak (6-8 feet tall) planted approximately 25-30 feet apart.

The remainder of the site will be reforested based on the recommendation of a forester. It is anticipated that seedlings will be planted 8 feet apart in rows 9 feet apart and that Ash will be the specie of choice. Tree planting will begin in 1997 and continue in phases until complete in 1999.

Specie hardiness and suitability will be evaluated annually and future plantings may change as a result of this review.





CALUMET COUNTY
PLANNING DEPARTMENT

Chilton - 849-1442
Brillion - 756-2637
Appleton/Sherwood - 989-2700

206 Court Street
Chilton, WI 53014

December 12, 1996

Appleton Papers, Inc
Attn: Benjamin Mieliulis
825 East Wisconsin Avenue
Appleton, WI 54911

Dear Mr. Mieliulis:

Please be formally advised of the County Planning and Zoning Committee decision to grant the conditional use permit for the construction and operation of a landfill.

It was indicated at the hearing that several of the concerns raised would be addressed in the final landfill agreement. Also that the screening and planting plan be reviewed by the County for approval prior to implementation.

It would be requested that you provide this office with a copy of the final agreement along with a conditional use permit fee of \$25.00 made payable to Calumet County. This office would be happy to provide input as you develop your screening and planting plan.

Feel free to contact this office should you have any questions or concerns on this matter.

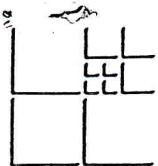
Sincerely,

DuWayne Klessig, Director
Planning, Zoning & Sanitation

cc: Arthur Vogel, Jr - Attorney at Law

DK/lbs





FRIEDERICHS ABSTRACT & TITLE SERVICE

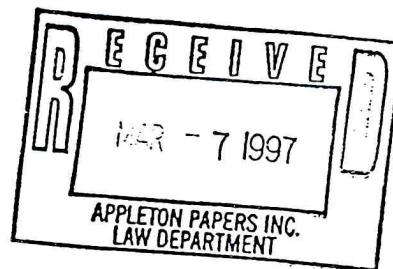
Telephone (414) 849-4042 or (414) 731-6232

FAX (414) 849-9670 or (414) 731-6248

March 5, 1997

Miscellaneous #1720

Appleton Papers, Inc.
Law Dept.
1400 N. Rankin St.
PO Box 359
Appleton, WI 54912-0359



Attn: Benjamin Mieliulis

RE: Landfill Site - Town of Harrison

Dear Mr. Mieliulis:

I have searched the records in the various offices in the Calumet County Courthouse in regard to the above-referred matter since June 1, 1995, the date of the original report, and find no changes of record affecting ownership of the subject parcels.

In regard to the Hopfensperger parcel, I do find a judgment of divorce dated June 4, 1980, however, there is no language to indicate that Rebecca's former name was restored. It is possible that she remarried to acquire the name Dietzen, but there are no records of such a marriage in Calumet County.

Please call with any questions you may have. Thank you.

Sincerely,

T. J. Friederichs
T. J. Friederichs

TJF/pm

Enc.

28 W. Main Street • Chilton, Wisconsin 53014

Agent for Chicago & First American Title Insurance Companies — Member of American & Wisconsin Land Title Associations

Specializing in Calumet County title searches since 1950.

Delores M. Siewert
N8650 Peters Rd.
Menasha WI 54952

8. Michael Mader
N8580 County M
Menasha WI 54952

2. Edward J. Marx
Alice M. Marx
W4535 Manitowoc Rd.
Menasha WI 54952

9. Mark A. Peters
N8729 Peters Rd.
Menasha WI 54952

3. Barbara Buechel
Mary Peters
Mark Peters
Michael Peters
John Peters
1600 Oakridge Ave.
Kaukauna WI 54130

10. Cletus Meyerhofer
N4675 Hwy 10
Menasha WI 54952

11. Charles Apitz
Lois Apitz
W4484 Hwy 10
Menasha WI 54952

4. Isadore F. Marx
W4783 Manitowoc Road
Menasha WI 54952

12. Ella Apitz
W4464 Hwy 10
Menasha WI 54952

5. John P. Hopfensperger
Rebecca J. Hopfensperger
P.O. Box 268
Sherwood WI 54169

13. Eugene H. Mueller
Laurel E. Mueller
W4203 Hwy 10
Menasha WI 54952

6. Earl Nettekoven
Marilyn Nettekoven
N8709 Harwood Rd.
Menasha WI 54952

14. Mary J. Kluever
Arthur E. Blank
W4251 Hwy 10
Menasha WI 54952

7. Dale L. Deno
Kum Cha Deno
W4236 Hwy 10
Menasha WI 54952