

COPY
RECEIVED

SECOND WASTE FACILITY SITING AGREEMENT

NOV 22 1993

FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON WASTE FACILITY
SITING BOARD

1. PARTIES. This Agreement is entered into between DEER TRACK PARK, INC., ("Deer Track") and CENTRAL SANITARY LANDFILL, INC., ("CSL"), both Wisconsin corporations with offices at 1111 S. Tenth St., Watertown, Wisconsin, 53094; the TOWN OF FARMINGTON ("Town"); the COUNTY OF JEFFERSON ("County"); and, the TOWN OF FARMINGTON LOCAL COMMITTEE ("Local Committee"). This Agreement does not prohibit nor infringe upon the Town's or County's existing "police powers"¹ or expressed statutory powers to regulate conduct by third parties not bound by this Agreement, nor against Deer Track to exercise police powers or express statutory powers beyond those specifically waived or controlled by the terms of this Agreement. This Agreement shall be binding on the parties, their successors and assigns, including any party which might later purchase the Site described below, or any part of it.
2. NEGOTIATIONS. This Agreement is the result of renewed negotiations between Deer Track and a newly-appointed Local Committee pursuant to §144.445, Stats., to resolve the legitimate concerns of our rural neighborhood and the affected municipalities, namely the Town and County regarding an expansion of Deer Track's waste facility as sited by the July 9, 1990 Agreement and the three amendments thereto; hereafter referred to as "the Original Agreement."
3. NOTIFICATION. All notices, information copies, correspondence or payments required by this Agreement shall be mailed or personally delivered to: Deer Track and/or

¹Defined for this Agreement by §61.34(1), Stats. All statutory citations (Stats.) shall be to the 1987-88 Wisconsin Statutes, with amendments effective at the time of the signing of this Agreement, unless otherwise specified.

CSL at the address shown above, attention Mr. Jan Rickerman, 1-414-261-4920, or his successor; to the Town in care of Mr. Marvin Hesse, Ceaser Road, Watertown, WI 53094, 1-414-261-5700, or to his successor; and, to the County, in care of Bruce Haukom, Administrator, Zoning and Sanitation Department, at the Courthouse, 1-414-674-2500, or his successor.

4. SITE LOCATION. The "solid waste disposal facility"² is the Site which is the subject of this Agreement as depicted and described on "Exhibits D and E." The parties expect that Deer Track will present a "feasibility study"³ to the DNR to increase the air space of the "active fill area"⁴ of the Site ("the fill") above what has been to date approved in order to permit Deer Track to:

- a) Excavate and/or recycle to the extent feasible contents of the Central Sanitary Landfill and/or then deposit the balance in the fill as solid waste or cover; and/or,
- b) Utilize the Site for expansion of the fill and use as clay borrow sites, subject to soil conditions.

The maximum expansion by Deer Track under this agreement shall be 13.1 M cubic yards of active fill area of the site exclusive of:

²Defined as a "solid waste facility" by §144.43(5), Stats., except that for purposes of this Agreement the definition shall not include a facility for solid waste treatment, nor an incinerator, nor a solid waste storage facility, nor a facility for recycling, (except for the proposed on-site reclamation) but shall include storage of foundry sand and shredder fluff, and pretreatment of waste water.

³Defined in §NR 500.03(46), Admin. Code.

⁴The area approved for disposal by the DNR.

a) 3.2 M cubic yards of active fill area for which Deer Track is already licensed;
and,

b) 1.7 M cubic yards to which the 440 thousand cubic yards of active-fill area of CSL can be maximally expanded.

5. RECLAMATION, RECYCLING AND REDISPOSAL OF THE CENTRAL SANITARY LANDFILL. Prior to construction of the fill under a DNR-approved plan of operations, CSL shall convey title to parcel 3 in Exhibit E to Deer Track, which Deer Track shall accept. If feasible as a phase of the expansion of the Site, CSL and Deer Track agree that the Central Sanitary Landfill shall be excavated, to the extent reasonably possible reclaimed and recycled, and the balance of waste may be deposited in the new fill. Feasibility of this phase of the expansion of the Site shall be determined by comparing it to the cost of capping, venting and removing residue leachate in the Central Sanitary landfill or performing any other remedial action mandated or approved by the DNR in order to minimize risk of pollution, compared to the cost of recycling, reclaiming and disposing of Central Sanitary Landfill, which latter alternative would potentially create valuable new fill space. Deer Track, at its option, shall either perform the recycling phase or the other remedial actions within three (3) years after licensure of any expansion of the active fill area on the Site. Failure so to do shall constitute a legal basis for either the Town or County to enjoin disposal of waste by Deer Track in the other expanded phases of the Site, that is to say beyond that which was given local approval under the Original Agreement.

6. TERM--LIABILITY PROTECTION. This Second Agreement shall be binding upon

the parties from execution by all parties, through the period of "solid waste disposal operations"⁵ ("operations") until final closure⁶, plus forty (40) years after the date of final closure, unless specifically noted elsewhere.

In order to protect the environment, and more particularly the rural neighborhood around the Site, Deer Track shall line the fill with a DNR-approved synthetic membrane, over the clay liner. The active fill area shall be capped with a synthetic cover and meet then-current construction standards for an active fill area. Deer Track shall not seek a waiver from the DNR for a clay liner less than four (4) feet in thickness or a waiver of the synthetic liner and cover requirements.

Deer Track and CSL agrees to indemnify and hold harmless the Town, County, past and current Local Committees, together with their officials or employee, from any liability or damage, including legal expenses that they may incur as a result of any claim arising in any way or in any place from Deer Track's construction, operations, closure and

⁵"Solid waste" will include those kinds of waste listed in §144.01(15), Stats., plus: demolition and construction waste, solid wastes excluded from being defined as hazardous wastes under NR 181.12(4)(a), Admin. Code, and asbestos. "Operations" is defined as activities related to disposing of the solid wastes into the fill, as well as activities necessary to maintain the fill while solid waste is being accepted, exclusive of temporary closure.

⁶"Final closure" means the date when no further solid waste shall be disposed of in the fill, which shall be the earlier of any of the following:

- a) The date Deer Track notifies the Town and County that it no longer will conduct disposal operations; or,
- b) The date the DNR orders Deer Track to no longer conduct disposal operations; or,
- c) The date Deer Track reaches the capacity of the active fill area as determined by the DNR.

"long-term care"⁷ of the Site.

In the event of a claim or lawsuit, the result of which could impose this indemnification obligation, then Deer Track and CSL, at its option, may represent the parties to be indemnified, hire legal counsel of its choice, and control the litigation. If Deer Track's attorneys' representation of the parties to be indemnified is determined by any court to be in bad faith or negligent, then Deer Track and its legal counsel shall be subject to the same legal actions as any other liability insurer's attorney serving Wisconsin insureds.

Deer Track shall maintain a list of its authorized haulers⁸ who deposit waste in the fill and place the list in a safety deposit box in the Jefferson County Bank in the name of Deer Track and the Town. Two keys shall be required to open the box, one held by the Town's designee under Part 3, above, and the other by Deer Track's designee. The list shall be deposited December 31st the year of licensure of the expanded fill and annually thereafter until closure. No annual list shall be removed without consent of all parties to this Agreement, or alternatively, order of the Circuit Court of Jefferson County. The cost of maintaining the safety deposit box shall be paid by Deer Track.

7. WASTE SOURCES. Neither Deer Track nor CSL shall dispose of, store, treat, "recycle"⁹, nor accept for disposal "storage"¹⁰, "treatment"¹¹ or recycling at the Site or

⁷Defined by §144.43, Stats.

⁸Defined by NR 502.06, Admin. Code. All further Wisconsin Administrative Code citations (Admin. Code) shall be to the code with amendments effective at the time of the signing of this Agreement, unless otherwise specified.

⁹Has the meaning specified in §144.44(7)(a)2, Stats., except that by-products of operations may be recycled to produce energy as specified in this Agreement.

at the fill, any waste generated outside this State, ~~unless and until it renegotiates a written amendment to this contract with the Town regarding specific payments on an 80/20 basis to the Town and County with the Town's Board of Supervisors (the "Town Board") on notice of all meetings thereon to the County with the Town Board of Supervisors (the "Town Board").~~ Deer Track shall not dispose of, store, treat, or recycle, nor accept for disposal, any "hazardous waste"¹² at the Site or in the fill. If Deer Track locates and identifies hazardous waste at the Site or the fill, it shall be Deer Track's obligation to notify the Town and County of the matter in writing forthwith. Deer Track shall dispose of the hazardous waste or treat it according to DNR rules and orders.

During the term of this Agreement, Deer Track shall not store, nor treat, nor recycle any waste at the Site or at the fill or allow the same except to the extent reasonably necessary to recycle material excavated from Central Sanitary landfill. In the event that major appliances as defined by §159.01(3), Wis. Stats., batteries (§159.18(1)(a)), tires (§84.078(1)(b)) or containers of oil (§159.15(1)) are unearthed during recycling excavation of the Central Sanitary landfill, Deer Track shall make reasonable efforts so that such refuse will be salvaged and recycled, not placed in the fill. Deer Track shall be authorized to accept and store at the Site or at the active fill area in a manner approved by the DNR, foundry sand or shredder fluff until final closure.

Temporary storage of any recyclable waste, if stored at the Site, shall be in regular

¹⁰As used in NR 500(131), Admin. Code.

¹¹Defined by §144.43(7r), Stats.

¹²Defined by NR 181.12 Admin. Code.

collection containers (green boxes) of no more than 100 cubic yards air space, the contents of which shall be removed from the Site to a recycling facility by Deer Track when full, unless Deer Track or one of its authorized haulers obtains DNR approval (waiver) to dispose of the recyclable waste in the fill.

Deer Track shall be permitted to reclaim waste placed in the former Central Sanitary Landfill and to recycle any recyclable waste from the reclaimed waste, and to treat waste and wastewater and to store cover materials reclaimed.

8. SUPERVISION OF SITE - HOURS. Deer Track shall have an attendant at the site during all disposal operations at the fill, including dumping, recycling of the Central Sanitary Landfill, compacting and covering; and, Deer Track shall have a managerial employee "on call" to address concerns at the Site until final closure and five years thereafter.

Engines on equipment used by Deer Track and its contractors at the Site shall have noise-absorbing covers and low-noise exhaust mufflers so the equipment will operate as quietly as reasonably possible. Recycling operations for the Central Sanitary Landfill, wherever and whenever in plain view by Deer Track of travelers on I-94 and Switzke Road, shall be screened with plantings from public view to the extent reasonably possible to maintain the aesthetics of the rural neighborhood as depicted in Exhibit E.

Should Deer Track receive a written complaint from any person about the Site and the fill, it shall provide a copy of the complaint within fifteen (15) days to the Town and County; likewise, if either of the affected municipalities receive a written complaint about the Site or the fill from any person, the affected municipality shall provide a copy within

fifteen (15) days to Deer Track.

Subject to the supervision and noise-control requirements, Deer Track shall be permitted to conduct operations seven days weekly, 24 hours daily.

9. WATER REPLACEMENT. If the Town is required, pursuant to §144.265, Stats., or its successor provisions, to replace a private potable water supply located within a half mile of the outer perimeter of the fill, Deer Track shall assume the Town's responsibility so to do. The Town shall, if appropriate, pursue its remedy of recoupment, as soon as possible under §144.265(4)(c), Stats., and reimburse Deer Track, if neither Deer Track nor CSL is found responsible for damage to the water supply. The Town's recoupment obligation shall in no way limit Deer Track's rights of indemnification or contribution from any other person.

10. ZONING. This Agreement shall constitute an amendment of current¹³ Jefferson County Zoning Ordinance, ("the Ordinance") to change the Site from an A-1 to an A-2 zoning control statutes, with conditional use permits:

a) Under Ordinance §11.05(c), for extraction of clay to construct the base/sidewall liner for the fill, as well as final cover for the fill; and, for the extraction of granular materials for the fill; and,

b) For use of the fill as a solid waste disposal facility under Ordinance §11.04(f)6.v.

c) For on-site recycling operations to the extent necessary to recycle, excavate or reclaim the Central Sanitary landfill, as part of the expansion of the fill for

¹³"Current" means the Ordinance in force at the signing of this Agreement.

which zoning was changed under the Original Agreement.

Upon final closure, and for forty (40) years thereafter, the A-2 rezoning and the conditional use permit for the solid waste disposal facility shall automatically change to N-Natural Resources for the Site and the fill, with the Site and the fill being devoted to a natural prairie or other ecological use, with "N" under the Ordinance. A conditional use permit under final closure and for forty (40) years thereafter for the site and for the fill and not otherwise specifically mentioned in the Ordinance, shall be burning of methane gas or other similar by-products of the fill as fuel for any agricultural or commercial operation,¹⁴ and shall be in addition to the long-term care operations authorized by the DNR for the Site and the fill. Any party may, after the automatic change to "N" zoning, petition for alternative appropriate zoning of the Site. No further expansion of either the Site or the fill is authorized by this amendment of the Ordinance.

The portions of the clay borrow area at the Site that are mapped as wetlands shall, constitute with DNR specifications, be excavated or filled in such a manner as to maintain or enhance the area as a wildlife habitat.

During the term of this Agreement, no waste storage, nor waste treatment, nor waste recycling operation at the site or at the fill shall be authorized by the above amendment except as is necessary to recycle and reclaim the part of the Site that is Central Sanitary Landfill. However, Deer Track may install, operate, and maintain facilities

¹⁴What will constitute an "agricultural or commercial operation" shall include a corn or grain drying operation, greenhouse, a methanol operation; or, alternatively, some similar operation by Deer Track or a subcontractor which shall be first approved by the Town's Board and the County's Planning and Zoning Committee, which approval shall not be unreasonably withheld.

at the Site and at the fill for the collection, processing, transportation and disposal of leachate, methane, or other similar landfill by-products, consistent with long-term care operations approved by the DNR necessary to maintain and provide long-term care for the Site and fill. During the term of this Agreement until closure, Deer Track Park may store foundry sand and shredder fluff in the active fill area in a manner approved by the DNR.

During the term of this Agreement, there shall be no further "expansion"¹⁵ by Deer Track or CSL of the Site or fill without approval of the parties to this Agreement.

11. SITE MAINTENANCE. Deer Track shall comply with §66.96, Stats., regarding noxious weeds, keep all Site area buildings in good repair, prevent surface runoff or erosion from the fill onto neighboring properties not owned by Deer Track, shall direct all surface water touching any type of waste into the leachate collection system, shall discharge water from the sedimentation basin as specified in the "Plan of Operation"¹⁶, shall make reasonable efforts to cover pot holes in the fill with soil so as to prevent standing water, and shall monitor and test air quality as required by the DNR. Deer Track shall maintain the fill area fence and gates in good repair during the period of disposal operations, plus fifteen (15) years after final closure of the fill.

Deer Track and CSL, during the term of this Agreement, shall be responsible to take any appropriate and necessary remedial action required by DNR rules and orders, including removal and clean-up of all waste discharges in the Town and County which

¹⁵As used in NR 500.03(44), Admin. Code.

¹⁶Defined by NR 500.03(102), Admin. Code.

have been directly caused by Deer Track and CSL, their officers, employees or agents. Deer Track and CSL shall be jointly responsible to the parties to this agreement to indemnify them for any sum they may become legally obligated to pay for personal injury or property damage to third persons claimed to be caused as result of these discharges.

Deer Track shall, if and when collection lines for the Johnson Creek waste water treatment plant cross under I-94, connect the leachate collection system for the fill, so long as:

a) The overall cost of acceptance of Deer Track's waste water by Johnson Creek does not exceed the cost Deer Track would otherwise pay to send its leachate by truck for disposal at other waste water treatment plants;

b) Deer Track is permitted to perform pretreatment or treatment work¹⁷ on leachate at the Site;

c) The extension of Johnson Creek's waste water system into the Town is on the request of the Town; and,

d) Acceptance of leachate from the fill is DNR approved.

Neither CSL nor Deer Track shall petition for annexation of lands which include the Site to the Village of Johnson Creek without the Town's written approval.

12. SITE ELEVATIONS; AESTHETICS. The fill elevation shall be engineered by Deer Track so that no point is more than 1020 feet above sea level, and the slope of the above-grade extension sides shall not exceed one foot vertically for every four feet

¹⁷"Pretreatment" has the meaning designated in NR 211.03(13) and "treatment work" has the meaning designated by §147.015, Stats.

horizontally; that is, not to exceed a 4 to 1 slope. During the term of this agreement, Deer Track shall plant, maintain and replace as necessary a natural screen of trees and shrubbery along both I-94 and Switzke Road. Planting shall begin in 1995, with phase one of three-phase planting plan which is attached as Exhibit F; phase two shall be completed as the expansion feasibility study is submitted; and phase three shall be completed before licensure.

Before initial planting and before each phase of the planting plan depicted in Exhibit F, Deer Track shall meet with the chairperson of the Town, or his designee and an expert employed by the Town, if any, to cooperate in any reasonable modifications of the planting plan to enhance line-of-sight aesthetics.

Consistent with the Plan which was licensed under the Original Agreement, grasses and other vegetation which appear native to the area will be planted, maintained and replaced as necessary by Deer Track.

Recycling of the CSL by Deer Track shall be from west to east for aesthetic reasons.

As a condition of the excavation, moving, sorting and recycling of the Central Sanitary landfill, Deer Track shall employ planning and methods of operation which will control to the maximum extent reasonably possible the emission of odorous gas or other odorous matter in such quantity as would be readily detectable and not easily overlooked by a person of normal sensibilities residing at points which are beyond the ownership lines of the Site.

13. FIRE PROTECTION. Deer Track shall pay for fire protection just as anyone else

in the Town; however, if a fire in the site continues more than 24 hours, Deer Track shall reimburse the Town for additional labor costs, based on the usual rates the Town incurs for its fire-fighting services.

14. BIN SITE ROAD. Bin Site Road a/k/a North Bin Site, shall continue to be closed, except for that part of the road necessary for access to the Town's green box station shown on "Exhibit A," which shall continue to be a public road, maintained by the Town. The closed part of the road was released of any roadway easement, reverted to Deer Track and has been returned to the tax rolls. During the term of the Town's disposal privileges under Part 19 below, Deer Track shall provide a driveway for the green box station with a radius sufficient to permit the Town's snow plowing equipment to operate. Deer Track shall maintain and repair the driveway except for snow removal.

15. ACCESS ROADWAYS TO SITE. Except as permitted in this Agreement, only Deer Track and its "authorized haulers"¹⁸ will be permitted access to the fill for purposes of disposal of solid waste in the fill, and Deer Track and its authorized haulers shall not use any Town road as a route to the Site, other than the designated route shown on "Exhibits B and C" which is:

From STH 26 easterly on Linmar Lane; and, then upon a driveway on a right-of-way across the Larry Waldman property to Bin Site Road.

Excepting authorized haulers who must use Town roads in the business of collecting and removing solid waste generated in the Town for disposal at the fill, Deer Track shall prohibit its authorized haulers who use Town roads to reach the access roadway from

¹⁸Defined by NR 502.06, Admin. Code.

accessing the fill. This prohibition shall be prominently posted at the entrance gate. The Town Board of the Town may, pursuant to §60.54, Stats., enact an ordinance to enforce this provision.

The extension of Linmar Lane shall be upon land already optioned for lease from Linmar & Co., using a 66-foot wide right-of-way which Deer Track shall cause to be surveyed and graded. Construction of the extension by Deer Track shall cause it to be surveyed and graded. Construction of the extension by Deer Track of Linmar Lane shall be in two phases:

i) Grading and graveling of the access route from the existing Linmar Lane to the closed part of Bin Site Road and black-topping of the first 200 feet of the extension, which has been completed by Deer Track under the first Siting Agreement; and,

ii) Black-topping of the balance of the extension of Linmar Lane to the intersection of Waldman Lane, which shall be completed by Deer Track by October 31, 1996.

Specifications for both road extensions shall be in conformity with Town Ordinance No. 5, Section II (1975). By Town Ordinance it is resolved that when the second phase of construction and surfacing is completed to the satisfaction of the Town Board by Deer Track as specified above, the Town will, upon application by Deer Track, accept dedication of the roadway to Waldman Lane as a Town road. Maintenance of Linmar Lane and the extensions, once accepted by the Town, shall be the Town's responsibility until and unless the road is abandoned, as permitted below. The affected municipalities shall not, during the term of this Agreement, impose weight limitations, road access

restrictions, or other restrictions on the use of the access roadways or standby route, upon Deer Track or its authorized haulers so long as the roadways are being used for construction of the Site, disposal operations, maintenance of the Site, closure of the Site and long-term care of the Site by Deer Track Park or its authorized haulers. If public health or safety requires, the Town road may temporarily close or restrict use of the access roadway; then, Deer Track and its authorized haulers shall be permitted by the Town and County to use the standby route. This waiver provision does not apply to any activities or uses by any person, including Deer Track, related to the expansion of the fill or the Site.

It shall be Deer Track's responsibility to control dust generated by the access route to the Site and to limit dirt on the Town road which may be generated by travel from the Site onto the Town road, as well as dust generated by the on-site recycling process.

Deer Track, from execution of this Agreement and until closure, shall notify the Town within five (5) business days, of any temporary or "emergency"¹⁹ closing for more than 72 hours and final closure of the Site and fill, including any ordered temporary closing, ordered emergency closing or ordered final closure by the DNR or any other state or federal agency.

Inasmuch as Deer Track did not complete the roadway construction work contemplated in Part 13(i) by December 24, 1992, as contemplated in making the Original Siting Agreement due to the timing of issuance of Deer Track's license, inclement weather, season of the year, and the accommodation by the Town permitting Deer Track

¹⁹Defined by §103.90(1), Stats.

to delay construction until the work could be done safely and reasonably, and further considering that Deer Track's use of Switzke Road during the Spring of 1993 has resulted in extraordinary deterioration of the road surface, Deer Track shall, within 30 days of invoice, be obligated to reimburse the Town 66.66% of the cost of resurfacing Switzke Road from CTH B to Bin Site Road, excluding that portion of the roadway which is on the bridge spanning I-94.

Until licensure of the expansion, Deer Track shall be responsible to reimburse the Town for all necessary maintenance, repair, resurfacing and reconstruction of the road surface from the approach apron of Linmar Lane off STH 26 to Deer Track's private access road, including Linmar Lane and the easterly extension, but excluding the STH 26 approach apron, utilizing as the price for road work the usual and customary rates expended by the Town for similar work elsewhere in the Town; thereupon, responsibility for all necessary maintenance, repair, resurfacing and reconstruction shall belong to the Town.

The Town may at its option and upon written notice to Deer Track, act to close the extension of Linmar Lane during the term of this Agreement, but only after closure and long-term care are completed. Upon abandonment, the lands and the roadway shall revert to the previous owner.

16. STANDBY ROUTE. If the access route or the STH 26 approach becomes impossible to use due to an Act of God, official closing for repair, or "accident"²⁰, Deer Track and its authorized haulers may use as a standby route for disposal purposes at the

²⁰Defined by §346.70(1), Stats.

fill and for construction, maintenance, closure, and long-term care, of the active fill area of the Site;

CTH "B" to Switzke Road, then North along Switzke Road to North Bin Site Road.

Deer Track shall notify the Town by telephone as soon as reasonably possible after the need for the standby route is known. Deer Track shall cease use of the standby route as soon as reasonably possible and notify the Town upon resuming use of the specified access route.

17. ROADWAY CLEAN-UP. Deer Track and its authorized haulers shall use vehicles in the Town that are designed, constructed, loaded, maintained and fully covered to prevent "discharge"²¹. Deer Track shall be responsible to monitor its access route to the Site and adjacent parcels for waste, and shall clean up any which may have been discharged on or near the access route as described in part 15, above.

18. INSPECTION. Any elected official of the Town, member of the County Solid Waste Committee, or the Administrator of the Zoning and Sanitation Department, if authorized by is or her respective governmental body so to act, shall be permitted by Deer Track and CSL to inspect the Site including the fill, at any reasonable time, upon at least 24 hours oral notice to Deer Track, so that an executive of Deer Track shall accompany the official(s) during the inspection. In the event of an allegation by the Town or County of a violation of this Agreement, oral notice of any inspection may be reduced to two hours. Such access to the Town and County shall include collection of samples drawn at the

²¹Defined by §144.76(1)(a), Stats.

request of the Town or County performed by a registered professional engineer who has expertise in landfill monitor well testing, employed by Deer Track and in compliance with NR 500.05(5). Samples shall only be taken in the presence of Deer Track's and the municipality's representative(s) and distributed for potential testing in thirds to: the engineer collecting the sample, the municipality, and Deer Track. The cost of collection shall be shared equally by the requesting party or parties and Deer Track. Such access to collect samples shall not be more frequent than quarterly. Each party shall bear its own testing expense.

This part is not intended to interfere in any way with powers of any state, county or town law enforcement officer, fire fighter or health care professional to perform his official duty. In an emergency in the Town, these officials shall be entitled to immediate access to the Site.

19. FUTURE MEETINGS. Upon at least fifteen (15) days written notice by the Town or Deer Track the parties shall meet for the purpose of attempting to resolve any problem concerning any of the terms, conditions or provisions of this Agreement or problems related to the Site. The parties' representatives shall be an executive of Deer Track and the Town Board. The meetings may, at the request of the Town be part of the regular monthly meeting of the Town's Board of Supervisors.

20. TOWN LANDFILL PRIVILEGES. As long as Deer Track accepts solid waste for disposal at the fill, Deer Track shall accept residential waste and recyclable residential

waste²² generated and transported by Town residents to the green box. Residential waste means garbage and refuse as defined by §144.01(4)(11), Stats., inclusive of solid waste generated by agriculture but excluding waste generated by industries, businesses and animal confinement operations requiring a conditional use permit under the Jefferson County Zoning Ordinance, 1985. Garbage and refuse shall be placed in the green box, which shall be located within "Parcel 2" as depicted on "Exhibit A." Recyclable residential waste shall be clean, sorted and delivered to a recyclables station adjacent to the green box. Transportation to the fill and disposal charges for the first 40 cubic yards of loose garbage and refuse accepted per week shall be reimbursed to the Town by Deer Track immediately upon payment by the Town of Deer Track's annual invoice for this service. This reimbursement income shall be reflected as a line item on the Town's annual financial report. Should there be any additional waste, as defined and limited above, the Town shall pay 75% of the then-current lowest solid waste disposal fee including all applicable fees and royalties for residential waste being charged any authorized hauler using the fill. If charged, the rate for additional waste shall be adjusted annually, every January, and shall be based on a sworn statement of the "lowest fee," made by an officer of Deer Track. No tonnage payments will be due to the Town or County for disposal of the Town's waste in the fill under this privilege.

The Town shall, at its expense, have an attendant on duty at the green box and

²²Defined by §§159.07(3), Wis. Stats., as aluminum containers, corrugated paper, foam polystyrene packaging (§159.01(2)), glass containers, magazines, newspaper (§159.31(1)(a)), office paper, plastic containers (§100.33(1)(e)), steel containers, beer and pop cans, waste tires (84.078(1)(b)), lead acid batteries and major appliances, a/k/a "white goods."

recycling station during all in-take of waste. The Town shall not accept hazardous waste at the green box station nor contaminated recyclable materials in the recycling containers. The Town shall monitor and clean-up any solid waste or recyclable materials within the fence around the green box station, also, on or along Bin Site Road from the green box station easterly to the intersection of Switzke Road.

Deer Track shall, at its expense, provide sufficient fencing, gates, and other security devices to prevent dumping of hazardous waste or contaminated recyclable during times when no attendant is on duty either on behalf of the Town or Deer Track.

If, as a result of its privileges for disposal in the fill, the Town is claimed to be a potentially responsible party for a remediation or removal action under federal or state law, then Deer Track shall defend, hold harmless and indemnify the Town thereon as though any other claim provided for in part 6 above, "Term -- Liability Protection."

21. SITING EXPENSES AND DIRECT PAYMENTS. Deer Track has paid the Treasurers of the Town of Farmington and Jefferson County all sums due under the Original Agreement, receipt of which is hereby acknowledged by the Town, County and current Local Committee. Upon signing, this agreement for expansion will supersede all payments required under the Original Agreement including the tippage rates which has been previously set for the Cities of Madison and Milwaukee by the second and third amendments of the Original Agreement. Commencing with the signing of this expansion agreement future siting expenses and direct payments shall be as follows:

A. By December 1, 1993, Deer Track shall pay the Treasurer of the Town of Farmington the total sum of Fifteen Thousand Dollars (\$15,000) in one installment for the

Local Committee's legal expenses, per diems and mileage reimbursement for siting negotiations; and, any balance to the Town fund and County fund at a ratio of 80/20;

B. By December 31, 1993, Two Thousand Dollars (\$2,000), which is prorated to fulfill the second annual payment under part 19(E) of the Original Agreement;

C. The sum of Sixty Thousand Dollars (\$60,000) payable in two installments of \$30,000 each to the Treasurer of the Town of Farmington on December 31, 1994 and December 31, 1995, as flat fees for those calendar years regardless of the amount of gross tonnage and sources; provided, however, that if annual gross tonnage of waste disposal at the Site in calendar 1994 or 1995 exceeds 300,000, then the payment provisions in part 21(E) shall apply to the calendar year ending 1995 instead of the payment provisions of part 21(C); and,

D. Sums equivalent to half of the County's total annual out-of-pocket expense for agricultural and residential "clean sweep" programs conducted by and in the County of Jefferson with Deer Track to be billed by the County by November 1, 1994 and November 1, 1995, and the payments due the Jefferson County Treasurer on such statements on December 31, 1994 and December 31, 1995, respectively, subject only to a ceiling of \$10,000 in each such year; provided, however, that if annual gross tonnage of waste disposal at the Site in calendar 1994 or 1995 exceeds 300,000, then the payment provisions in part 21(E) shall apply to the calendar year ending 1995 instead of the payment provisions of part 21(C).

E. For calendar years ending December 31, 1996, 1997 and 1998, Deer Track shall pay the Treasurer of the Town of Farmington for gross tonnage received of solid

waste²³ at the fill on the following basis:

1. 70¢ per gross ton for the first 150,000 tons per calendar year; and,
2. A total of \$1.10 per gross ton for tons over 150,000 per calendar year; and,
3. A total of \$2.00 per gross ton for all tons of solid waste over 500,000.

F. For calendar year 1999 and for each calendar year thereafter of operation during which solid waste is accepted for disposal until final closure:

1. 80¢ per gross ton for the first 150,000 tons per calendar year; and,
2. A total of \$1.20 per gross ton for tons between 150,000 and 500,000 per calendar year; and,
3. A total of \$2.00 per gross ton for all tons of solid waste over 500,000 per calendar year.

G. Commencing in 1996, the Town shall invoice Deer Track for annual payments on or after December 31 of each calendar year, providing a copy thereof to the County. Deer Track shall weigh all loads of waste on its scales at the Town of Farmington and maintain a separate computer ledger showing the dates and gross tonnages of waste which information shall also be used in preparing Deer Track's annual report to the DNR. The annual tonnage report submitted to the DNR for environmental repair tax will also be used by the Town for invoicing Deer Track upon the annual tonnage rates. Deer Track shall act in good faith in contemporaneously making and maintaining

²³For purposes of direct payment provisions of this agreement only, recyclable material which is at any time permitted to be deposited in the fill upon DNR waiver shall be "solid waste" for tonnage rate calculations.

the tonnage ledger, and shall provide a statement signed and sworn to by an officer of Deer Track as to its accuracy.

H. Tonnage rates shall not apply to the following materials used by Deer Track for cover: shredder fluff, foundry sand, contaminated soils, and similar materials approved by the DNR for solid waste cover. Recycled waste from the Central Sanitary Landfill shall be free of any charge to Deer Track and not subject to any payment to the Town or County.

I. Within thirty (30) days of invoice Deer Track shall pay to the Treasurer of the Town 80 percent of the annual payment, and to the Treasurer of Jefferson County 20% of the tonnage payment as required in parts E and F, above.

J. In the event that Neal Loeb and/or Bruce Loeb cease to be owner(s) of the stock in Deer Track, that is, if a third party acquires ownership or control of more than 50% of Deer Track's stock, all of the six tonnage rate levels set in parts E and F, above, shall be increased by 25¢ on the first day of the month immediately following the transfer. Lease or sale of the fill or Site by Deer Track or CSL to any third party person or entity, the majority (more than 50%) of which is not owned by Neal Loeb, Bruce Loeb, or both of them, will also constitute a transfer of ownership and trigger the 25¢ increase.

K. Commencing the first day of the month immediately following the date the proposed expansion is licensed by the DNR, the tonnage rate for all disposal at the Site shall be \$1.25 due and payable in the billing manner provided in part G, above; that is, invoiced December 31st annually, due and payable thirty (30) days after invoicing; collected by the Town, shared with the County 80/20. Within thirty (30) days of invoice

Deer Track shall pay to the Treasurer of the Town 80 percent of the annual payment, Treasurer of Jefferson County the 20%.

Commencing January 1st the second calendar year following licensure of the expansion by the DNR, the tonnage rate will increase by 5¢ to \$1.30 and thereafter the tonnage rate will increase 5¢ annually for years of operation during which solid waste is accepted for disposal until final closure.

L. In the event that in any calendar year the result of applying the tonnage rate to waste deposited in the fill at the Site is a sum of money less than \$10,000, then Deer Track shall obligated to pay the Treasurer of the Town the sum of \$8,000 to the Treasurer of the County the sum of \$2,000. This annual minimum payment shall be required until such time as solid waste is no longer being received at or expected to be received at the fill and until final closure of the fill.

M. All sums paid by Deer Track to the Jefferson County Treasurer as provided above shall first be allocated to the County's Solid Waste Committee with the following priorities:

1. The out-of-pocket County expense for organizing, promoting and carrying out collection of residential and agricultural hazardous waste from within the County for proper disposal;
2. The out-of-pocket County budget for public education of County residents and officials about the benefits of recycling and the need for safe landfills; and,
3. The cost of operations of the Solid Waste Committee aimed at long-range planning for Jefferson County's waste disposal needs.

In the event that any balance is left over, said sums should be used for County-sponsored projects in the name of "Deer Track Park" for environmental protection or beautification of the public lands surrounding the waterways and roadways of Jefferson County, or for improvement of the public parks and recreation facilities of Jefferson County, unless the County's Board of Supervisors is resolved that there is a need to allocate funds received under this Agreement as a substitute for tax revenues for operation of the County.

22. DNR APPROVAL. So long as Deer Track's expansion is based on a Plan of Operation which is authorized by the DNR, and subject to compliance with this agreement by Deer Track and CSL, the Town, County and Local Committee shall not object to modification and expansion of the Site. The parties shall not seek any further hearing or other action regarding Deer Track's application for any such expansion nor petition for judicial review of any DNR decision pertaining to the licensing of the expanded fill and modified Site. Deer Track shall not apply for a waiver of a minimum four-foot of clay, use of a synthetic membrane liner under the fill, and/or a synthetic cap over the fill without written approval of the Town.

23. FINANCIAL SECURITY. Consistent with §§60.22(3) and 61.34(4), Stats., in addition to other available legal remedies, the Town, County, or Local Committee may, at their option, treat any sum due from Deer Track under this Agreement, including indemnification under Part 5, as a special assessment which may be levied and collected against any land owned by Deer Track, its successors or assigns. In the event that Deer

Track conveys or assigns the Site to any third party, the third party shall post a "bond"²⁴ within ten (10) days after conveyance or assignment to the operating license to secure the Town, County, and Local Committee together with their officials or employees, for prompt and complete compliance of the provisions of this Agreement in an amount of \$250,000 before licensure of the expanded fill under this Agreement and \$500,000 after licensure.

Deer Track, on the fifth anniversary of licensure of the Site by the DNR, shall tender to the Town a \$25,000 bond and to the County a \$25,000 bond; then, on the seventh such anniversary Deer Track shall tender to the Town an additional bond of \$30,000; then, on the tenth anniversary Deer Track shall tender to the Town an additional \$20,000 bond; so that, on the tenth anniversary the County shall have in place a \$25,000 bond and the Town shall have in place an aggregate of bonds totalling \$75,000. All such security bonds shall serve to secure prompt and full compliance of each of the terms, conditions and financial obligations of this Agreement and provide prompt payment for all damages, costs and expenses which might be recoverable by the County or the Town from Deer Track. On the tender of the \$20,000 bond at the tenth anniversary, the special assessment security provision which appears above shall automatically terminate. To the extent not used or the subject of any outstanding claim of any kind or nature, all the bonds shall be released on the tenth anniversary of final closure.

24. DEFAULT. If one party considers the other to be in default of any term of this

²⁴Any such security bond ("bond") shall be in the form of property, cash, irrevocable letter of credit, or surety bond from a surety acceptable to the secured parties.

Agreement, the forum for resolution of any dispute not resolved by meeting(s) under paragraph 18, shall be the Circuit Court of Jefferson County; however, as a condition precedent to commencing any action as a result of this Agreement, the original complaining party shall give forty-five (45) days written notice specifying in detail the alleged non-compliance and the cure demanded. The alleged defaulting party shall have the right to cure the default within the forty-five (45) day period or within any greater or lesser time as the complaining party and defaulting party may agree. This forty-five (45) day grace period shall not apply to ordinance enforcement by the County or the Town, or if, at the same time as a party commences an action, it alleges then proves grounds for injunctive relief under the standards of Chapter 813, Stats., and the subject of the action is a matter of imminent harm to public health or safety.

25. IMPOSSIBILITY. No party to this Agreement shall be liable for failure to perform under the Agreement where the failure is occasioned by impossibility, defined by way of example only as: an Act of God, fire, strike, inevitable accident, war, insurrection, court order, binding determination of a governmental entity, or any cause outside the reasonable control of the party which has the duty to perform.

26. LOCAL ORDINANCES. The parties agree that neither Deer Track nor CSL is a "junk dealer," for purposes of this Agreement as defined in Town Ordinance 2 (1967); and, even though disposal could be construed as storing waste continuously, that Town Ordinances 4 (1975) and 18 (1983) are superseded by this Agreement; and, that Deer Track shall be considered in compliance with Town Ordinance 14 (1982) so long as the only fire it sets and controls will be of methane gas, if the same is permitted by the DNR

under Deer Track's Plan of Operation and DNR fire safety regulations allow such burning at the fill. This Agreement shall also supersede County ordinances regulating zoning of the solid waste disposal facility operations at the Site by CSL and Deer Track Park from execution of this Agreement until final closure of the fill.

27. REQUIREMENTS OF LAW - COMPLIANCE. Deer Track and CSL, during the term of this agreement, shall operate the Site and the fill area in conformity with NR 500, Admin. Code or its successor provisions if effective upon this "siting,"²⁵ the DNR-approved feasibility report, the DNR-approved Plan of Operations and any conditions of licensure. In addition, Deer Track shall comply in constructing, operating, reconstruction, maintain, closing and providing long-term care at the Site and fill with all state statutes and administrative rules, federal statutes and administrative rules, and all existing Town and County ordinances, except those waived in this Agreement or expressly permitted for passage after licensure.

28. MODIFICATION. This written Agreement constitutes the entire agreement among the parties and any amendment or modification of this Agreement shall only be effective if made with the same written formality. If any party seeks a modification, the other shall negotiate in good faith for a reasonable period, not to exceed 40 meeting hours per calendar year.

²⁵Defined by Part 2, above.

Subscribed to at the Farmington Town Hall, this 11 day of November, 1993.

TOWN OF FARMINGTON

By: Marvin Hesse
Marvin Hesse, Chairman

ATTESTED:

By: Ruth Guenterberg
Ruth Guenterberg, Township Clerk

**TOWN OF FARMINGTON AND COUNTY
LOCAL COMMITTEE**

By: Patrick D. Curtin
Patrick D. Curtin

Norman J. Shuff
Norman J. Shuff

Donald Reese
Don Reese

Catherine E. Knauss
Catherine E. Knauss

Marvin Hesse
Marvin Hesse

Carl Jaeger
Carl Jaeger

DEER TRACK PARK, INC.

By: Neal Loeb
Neal Loeb, President

By: Bruce Loeb
Bruce Loeb, Secretary

CENTRAL SANITARY LANDFILL, INC.

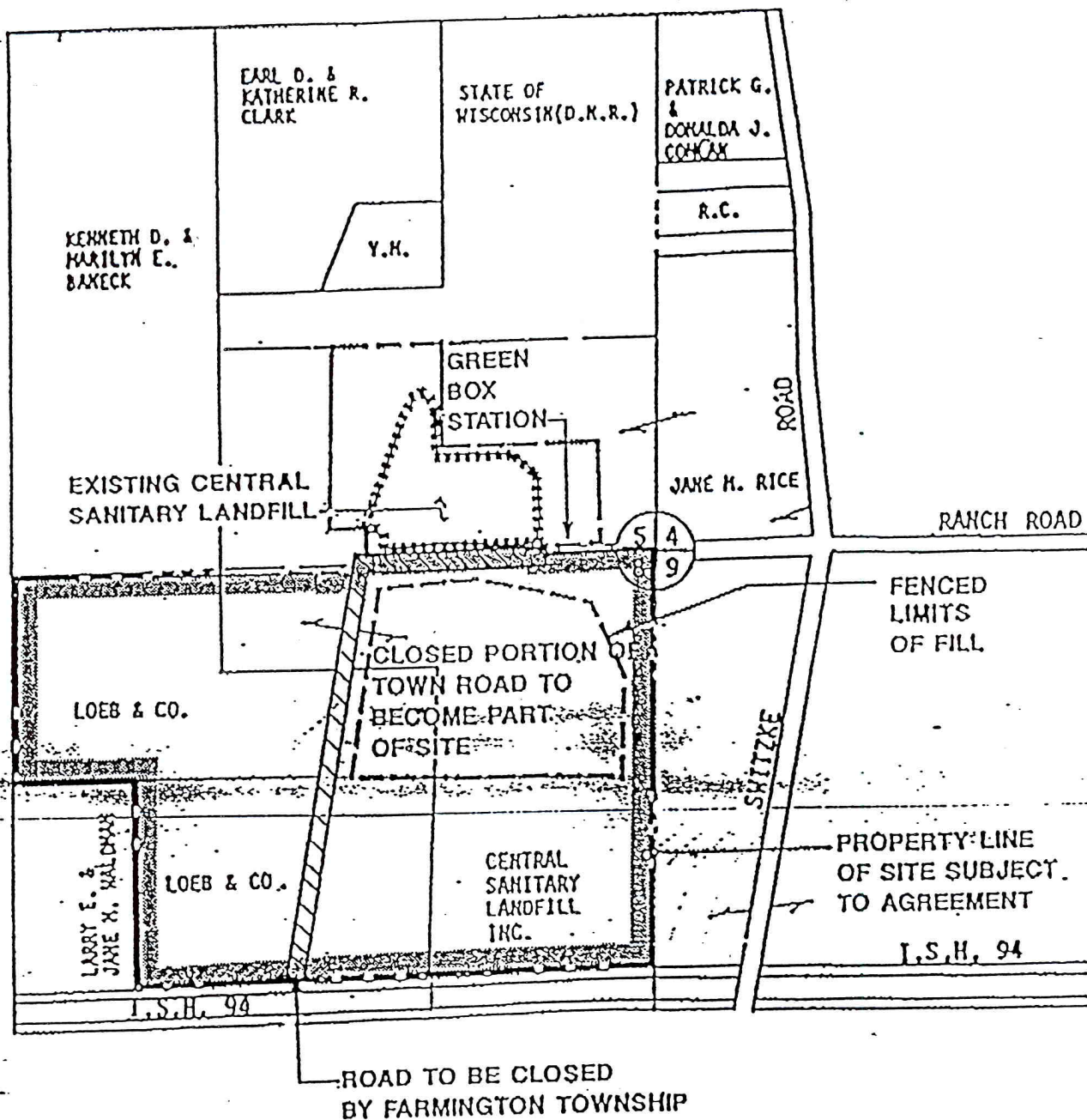
By: William Loeb
William Loeb, President

Archie Loeb
Archie Loeb, Secretary

COUNTY OF JEFFERSON

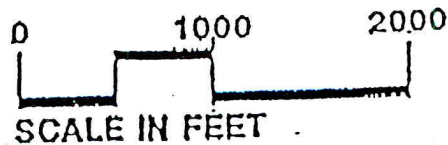
By: Carl F. Jaeger
Carl F. Jaeger, Chairman
Solid Waste Committee

Patrick D. Curtin
Patrick D. Curtin



NOTE

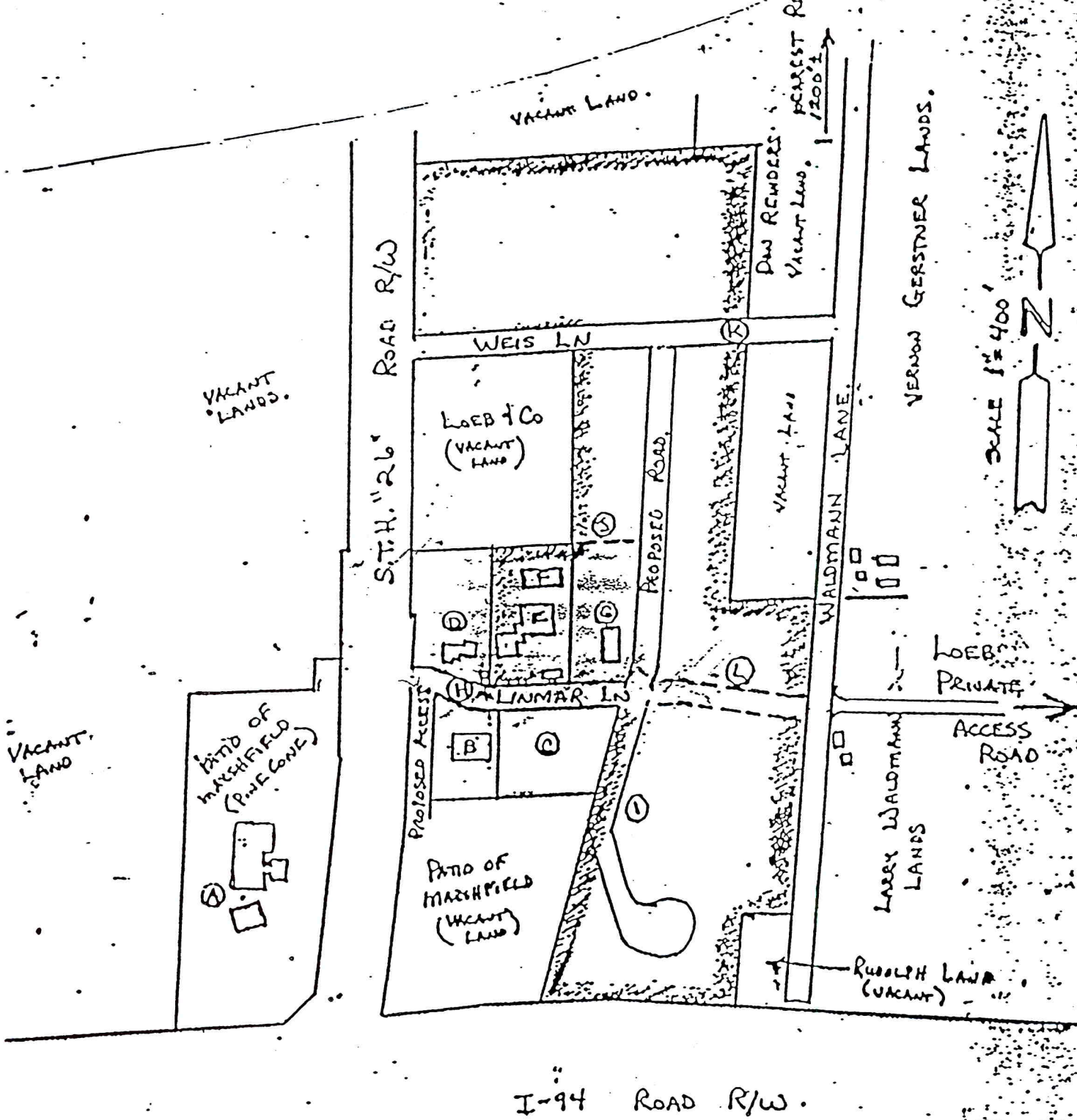
1. BASE MAP DEVELOPED FROM THE JEFFERSON COUNTY PLAT BOOK, PUBLISHED BY ROCKFORD MAP PUBLISHERS INC., DATED 1986, WITH ADDITIONAL INFORMATION PROVIDED BY JAN RICKERMAN.
2. ATTACHED DESCRIPTION OF THE SITE IS APPROXIMATE, BASED ON PREVIOUS DESCRIPTIONS AND MAPS. THE DESCRIPTION IS NOT BASED ON BOUNDARY SURVEY.



LANDFILL ACCESS ROUTE ANALYSIS

3-11-90

ALTERNATIVE # _____

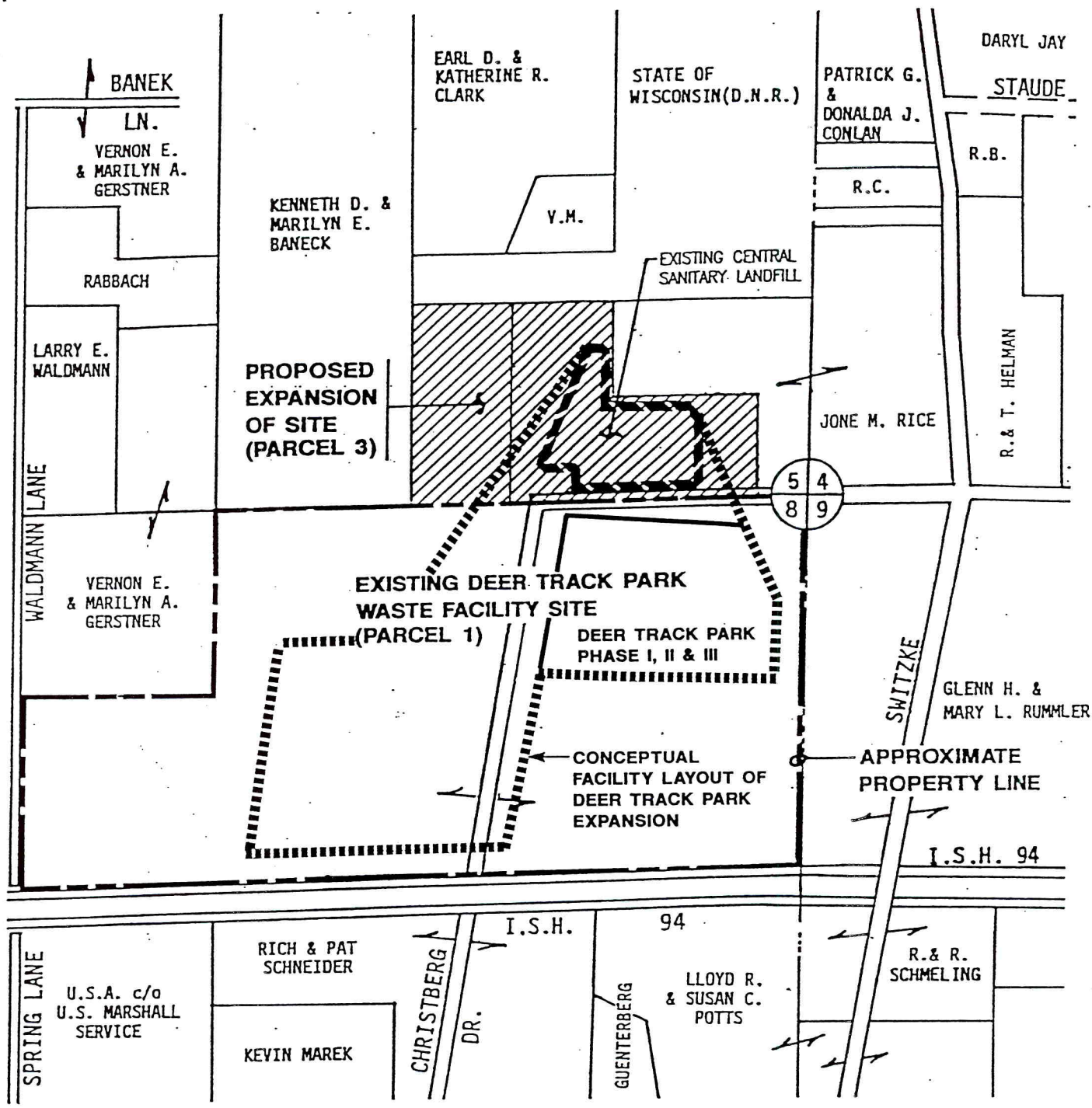


Management Review
Other

Technical Review
Project Manager JDB 10-14-93

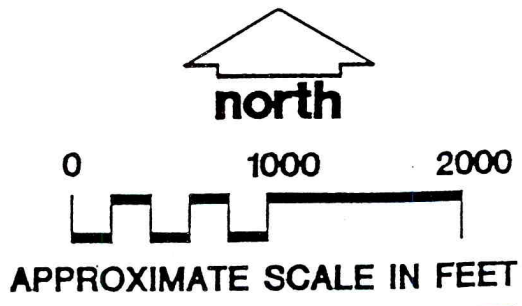
Graphic Standards DLF JR 4-93

QUALITY CONTROL



NOTES

1. THE LAND OWNERSHIP INFORMATION WAS DEVELOPED FROM THE JEFFERSON COUNTY PLAT BOOK, PUBLISHED BY ROCKFORD MAP PUBLISHERS INC., DATED 1990, WITH ADDITIONAL INFORMATION PROVIDED BY JAN RICKERMAN.



Developed By: VJR,DJW	Drawn By: LCL,DLF	<p>PROPOSED SITE EXPANSION</p> <p>DEER TRACK PARK TOWN OF FARMINGTON JEFFERSON CO., WISCONSIN</p>	Drawing Number 10016101 A5
Approved By: <i>Daniel F. Kelly</i>	Date: 10/19/93		
Reference:			
Revisions:			

EXHIBIT D

Fidelity Land Title, Ltd.

309 SOUTH MAIN ST.

JEFFERSON, WISCONSIN 53549

414/674-3913

PARCEL 1 - EXISTING WASTE FACILITY SITE

All that portion of the Northeast Quarter of Section 8, Township 7 North, Range 15 East lying Northerly of Interstate "94".

ALSO all that portion of the East Half of the Northwest Quarter of Section 8, Township 7 North, Range 15 East lying Northerly of Interstate "94".

EXCEPTING THEREFROM the Westerly 800 feet of the Southeast Quarter of the Northwest Quarter of said Section 8.

PARCEL 2 - WALDMAN FARM ADDITION

All that part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 7 North, Range 15 East lying Northerly of Interstate "94".

ALSO the Westerly 800 feet of the Southeast Quarter of the Northwest Quarter of Section 8, Township 7 North, Range 15 East lying Northerly of Interstate "94".

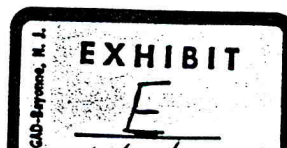
PARCEL 3 - CENTRAL SANITARY LANDFILL ADDITION

The Southwest Quarter of the Southeast Quarter of Section 5, Township 7 North, Range 15 East.

ALSO the Westerly 990 feet of the Southerly 660 feet of the Southeast Quarter of the Southeast Quarter of Section 5, Township 7 North, Range 15 East.

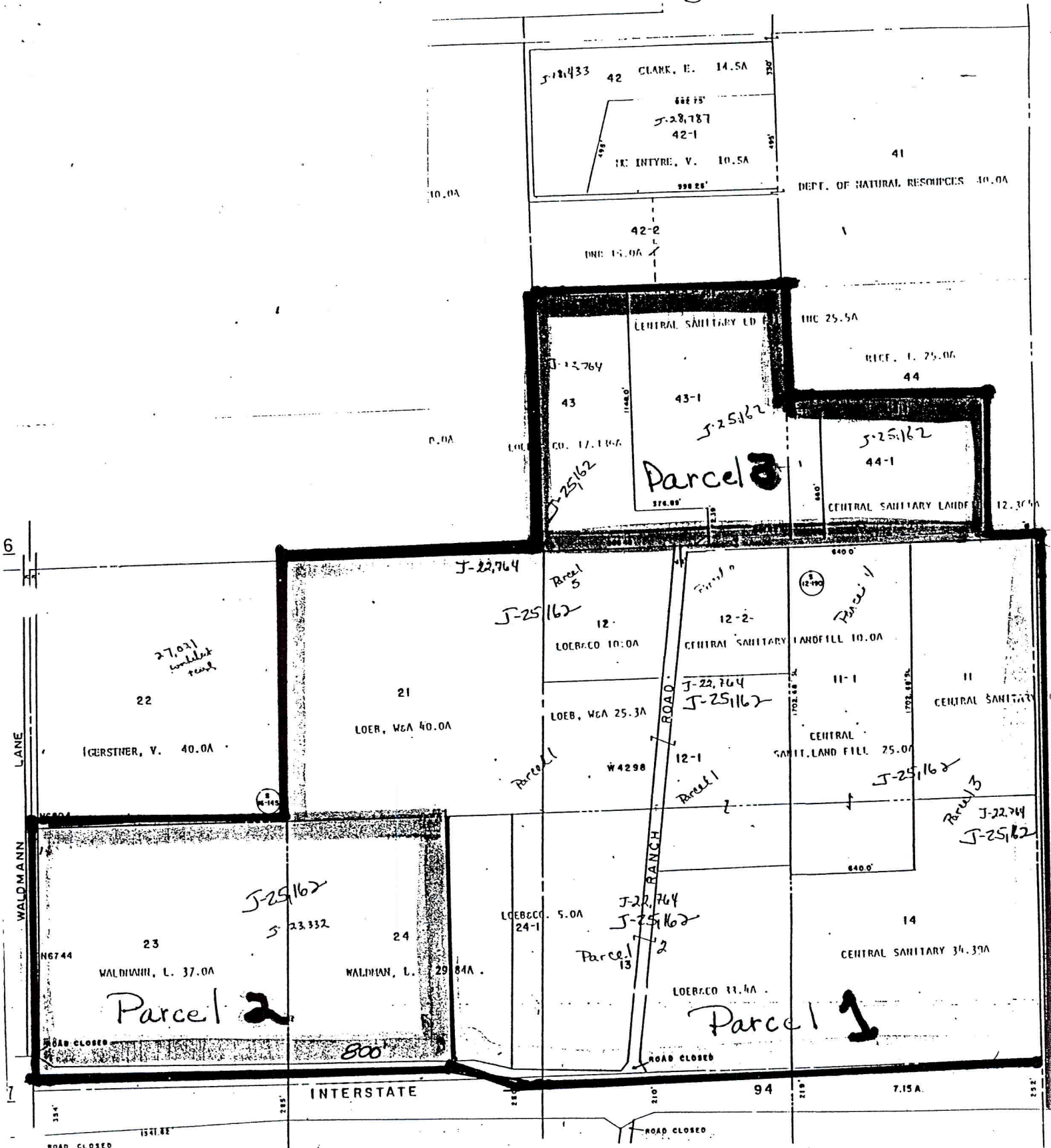


BUILT ON FAITH - SUSTAINED BY SERVICE



Representing **Chicago Title** (C)

SE 1/4
Section 5-7-15



Section 8-7-15
N 1/2



MEMORANDUM

October 29, 1993

To: Neal Loeb

From: Dan Kolberg 

Re: Deer Track Park Expansion

As requested we have conducted a study of the line of site views from the various roadways surrounding Deer Track Park, Central Sanitary Landfill, and the proposed site expansion. It is our understanding based on previous communications that the Local Committee is concerned with the aesthetics of the proposed expanded site in addition to the environmental concerns usually controlled by the DNR.

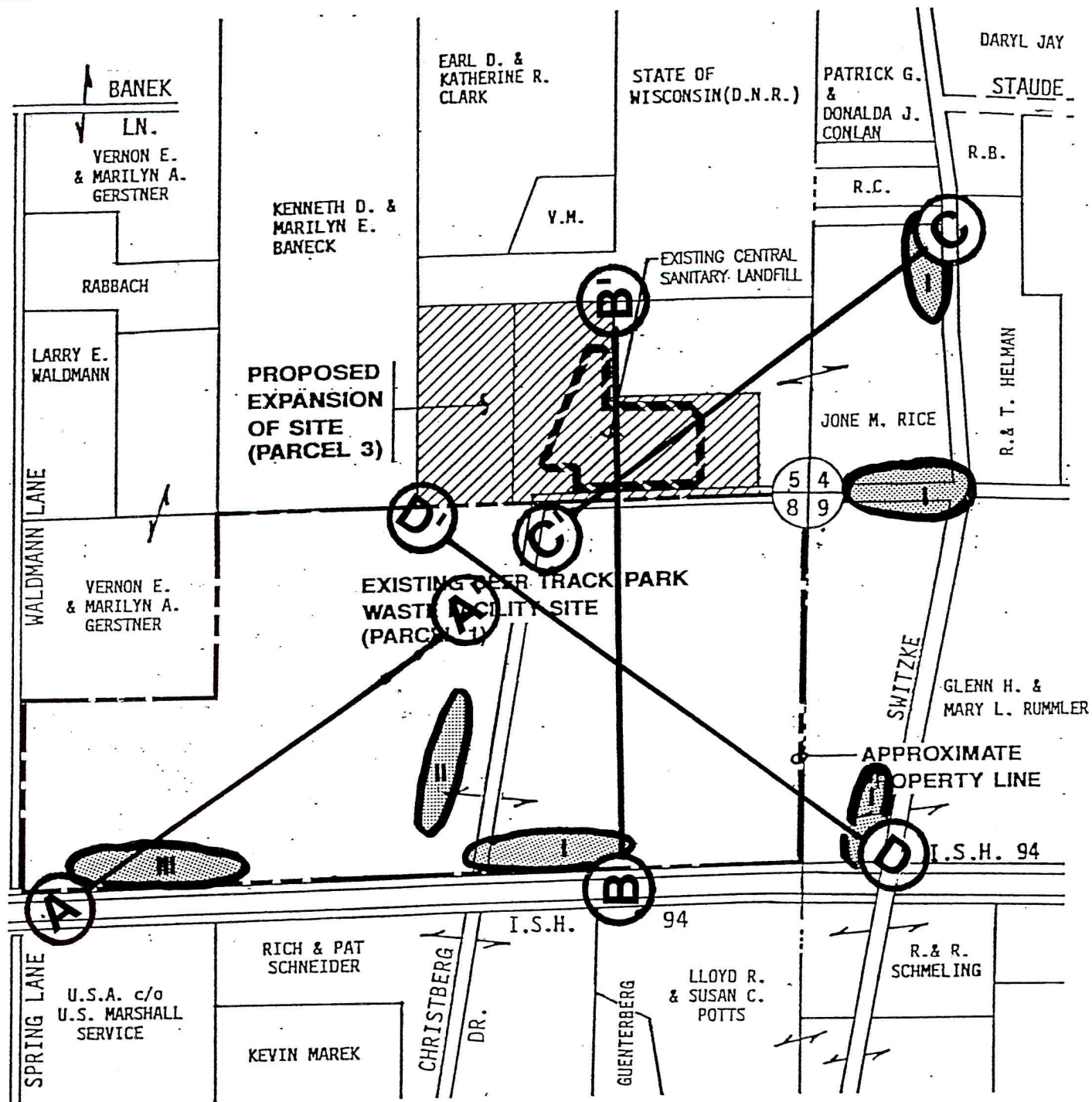
Based upon on-site investigation, photographs, measurements and engineering calculations we have developed drawings which are sent along with this memorandum and which we hope will help the Local Committee understand plans we have developed to meet its concerns for preservation of the countryside.

The primary methods which we believe should be employed to maintain aesthetics are controlled phasing to screen operations, phasing of recycling and reclaiming the Central Sanitary Landfill from west to east, planting fast-growing trees and shrubbery along Highway I-94 and Switzke Road to cut down direct sight lines, and application of grasses and other plantings that appear native to the countryside.

DFK/cas/DFK
[mad-110-045]
10016101/159

Exhibit F (1 of 12)

Management Review
 Technical Review
 Project Manager JDB 10-14-93
 4-93
 Quality Standards DLF ID 4-93
 Lead Professional
 QUALITY CONTROL

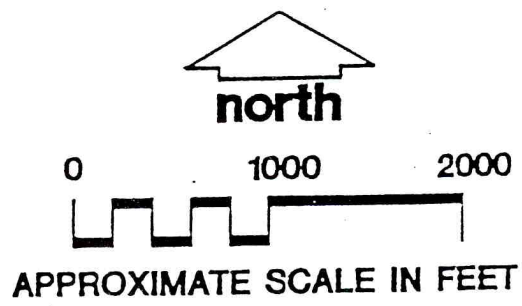


LEGEND

- ⊙—⊙ SIGHTLINE SECTION
- ⊙ PHASED PLANTING AREA

NOTES

1. THE LAND OWNERSHIP INFORMATION WAS DEVELOPED FROM THE JEFFERSON COUNTY PLAT BOOK, PUBLISHED BY ROCKFORD MAP PUBLISHERS INC., DATED 1990, WITH ADDITIONAL INFORMATION PROVIDED BY JAN RICKERMAN.



Developed By: VJR,DJW
 Drawn By: LCL,DLF
 Approved By: *Daniel F. Kolbe* Date: 10/14/93
 Reference: 1/
 Revisions: A ADDED SIGHTLINE SECTIONS & PHASED PLANTING AREAS 10-21-93 LG

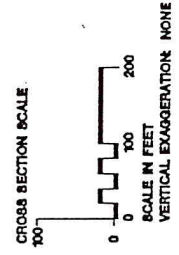
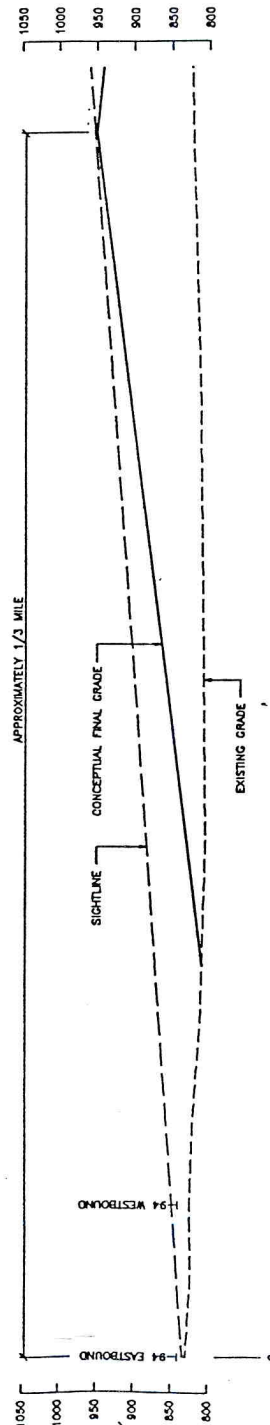
PROPOSED SITE EXPANSION
 DEER TRACK PARK
 TOWN OF FARMINGTON
 JEFFERSON CO., WISCONSIN

Drawing Number
 10016101 **A3**
WARZYN

YN INC.

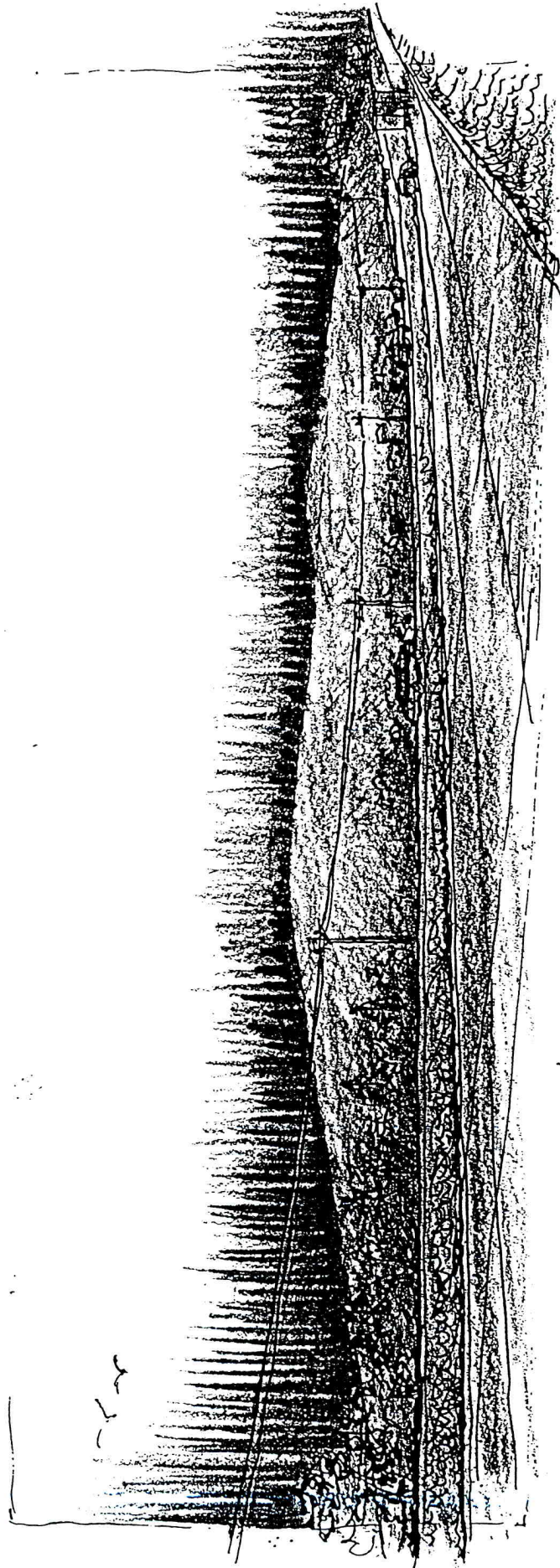
SOUTHWEST

NORTHEAST

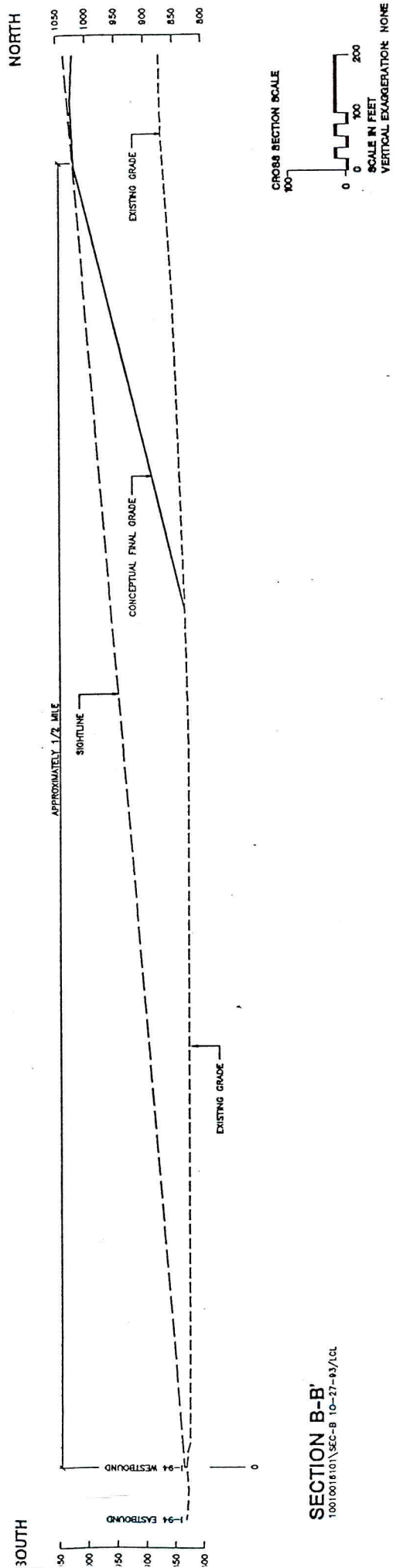


SECTION A-A'
100100101\SEC-A 10-27-83/LCL

A

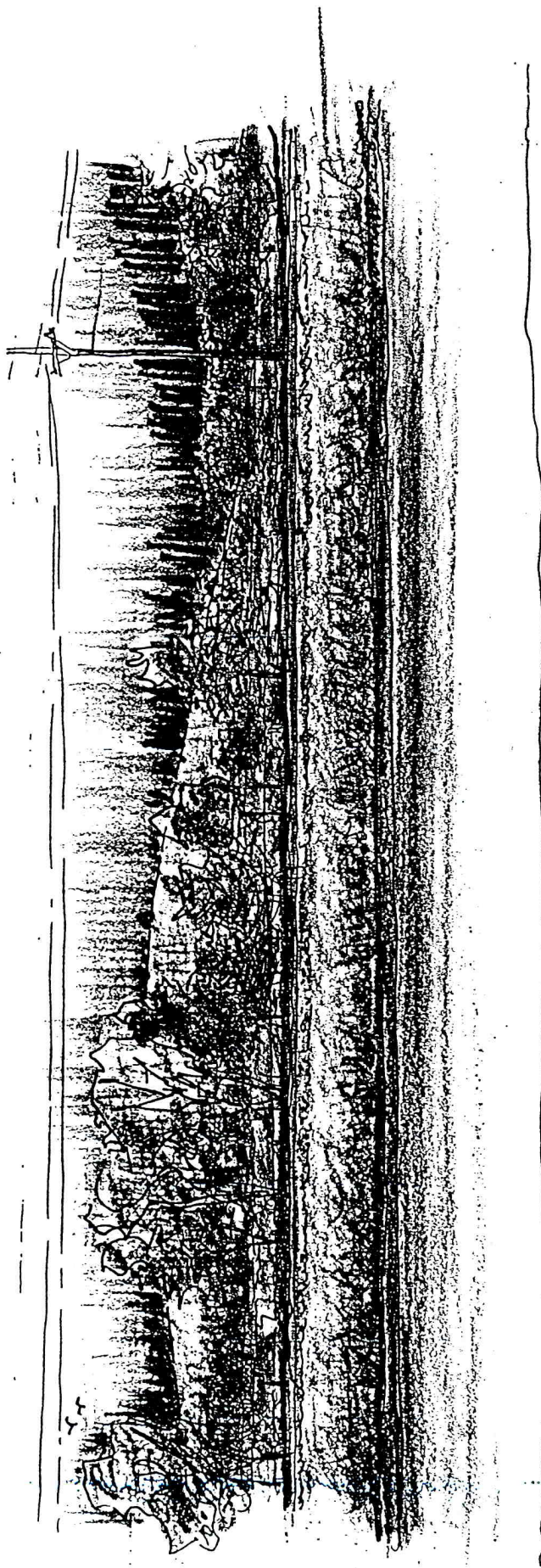


Also VIEW TO NORTHEAST FROM I-94.

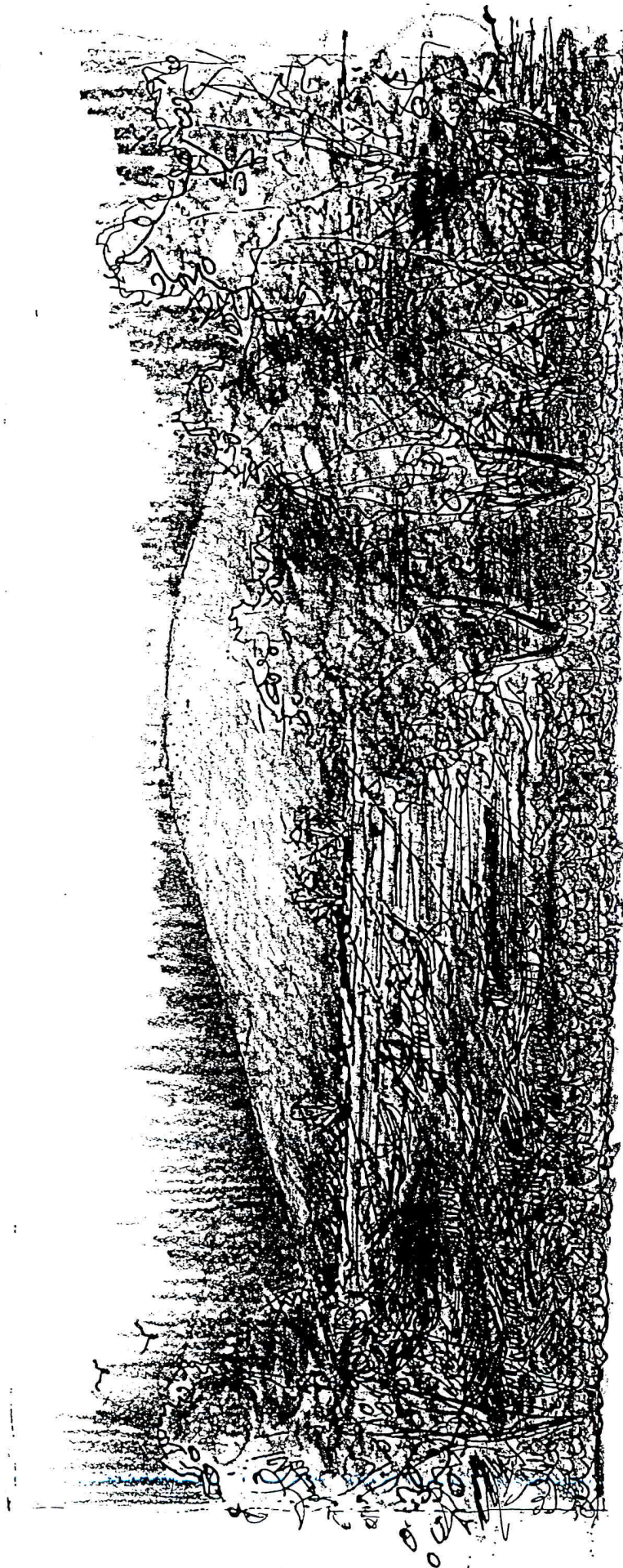


SECTION B-B'
10010016101\SEC-B 10-27-93/LCL

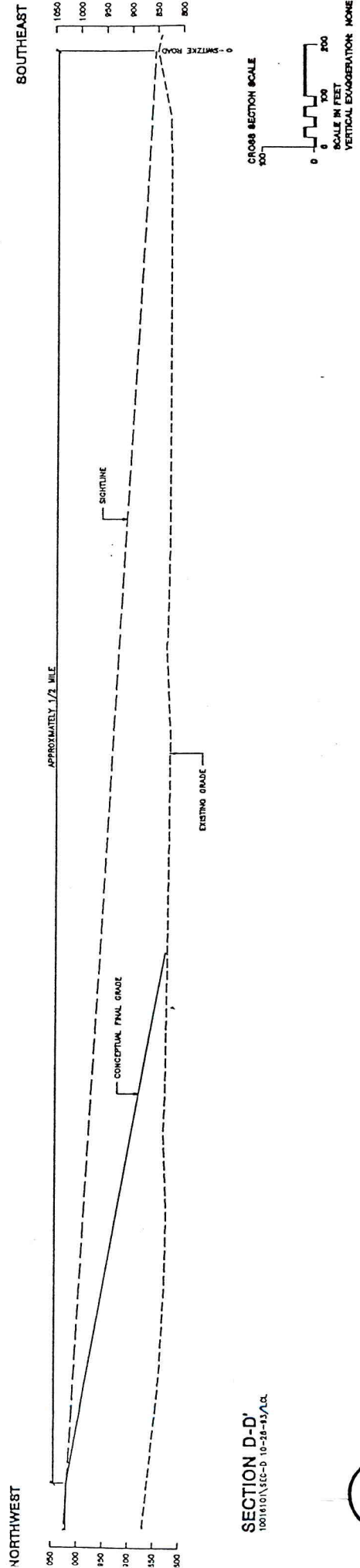
B



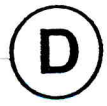
120 VIEW TO NORTH FROM I-94.

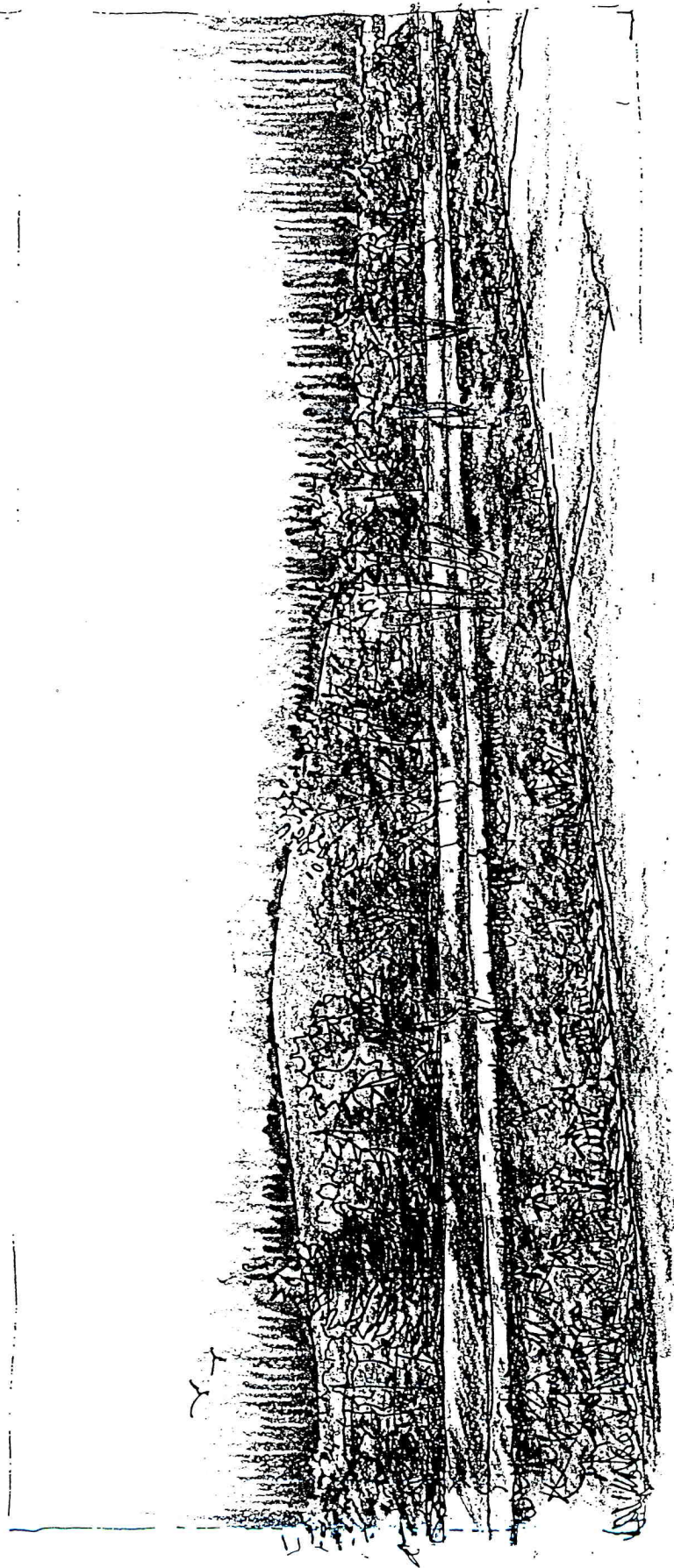


6. VIEW TO SOUTHEAST FROM SWITZKE ROAD.



SECTION D-D'
10016101\SEC-D 10-28-11/AL





D. VIEW TO NORTHWEST FROM SWITZKE ROAD.

PHASE I PLANT KEY

- NORTHEAST AREA

Trees

6 6' Deciduous (Hawthorn, Crabapple)

Shrubs

30 3' Deciduous (B&B, Potted)

9 24" Evergreen (Potted)

- SWITZKE @ BRANCH ROAD

Trees

8 2" Deciduous (Hackberry, Ash)

3 6' Deciduous (Hawthorn, Crabapple)

8 5' Evergreen (Spruce, Pine)

Shrubs

27 3' Deciduous (Potted)

- SOUTHEAST AREA

Trees

7 2" Deciduous (Hackberry, Ash, Oak)

11 5' Evergreen (Spruce, Pine)

Shrubs

2 3' Deciduous (Potted)

- SOUTH CENTRAL AREA

Trees

10 2" Deciduous (Maple, Ash, Oak)

12 6' Deciduous (Birch Clump)

9 5' Deciduous (Larch)

Shrubs

96 3' Deciduous (B&B, Potted)

PHASE II PLANT KEY

Trees		
52	2"	Deciduous (Maple, Hackberry, Ash, Hickory, Oak)
45	5'	Evergreen (Spruce, Pine)

PHASE III PLANT KEY

Trees		
6	2"	Deciduous (Maple, Hackberry, Ash)
35	6'	Deciduous (Hawthorn, Crabapple)
9	5'	Evergreen (Spruce, Pine)
Shrubs		
94	3'	Deciduous (Potted)

LCL/cas/____
[mad-110-020b]
10016101/159

**AMENDMENT TO
SECOND WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON**

At meeting of the Local Committee on the 11th day of November, 1993, the Committee members unanimously approved the following amendment to the Second Waste Facility Siting Agreement for Deer Track Park at the Town of Farmington as proposed and offered by Deer Track and CSL prior to the Committee adopting and signing the agreement:

Deer Track shall take the steps necessary to:

- a) Cause exercise of the Loeb & Company option on the Vernon Gerstner Lands (depicted on Exhibit C) by the option's expiration date;
- b) Pave the Weiss Lane to the same construction standards as Linmar Lane by October 31, 1995; and,
- c) Petition the Town to accept Weiss Lane as depicted on Exhibit C to the Siting Agreement as a Town Road; whereupon, the Town shall promptly accept the road under the same terms and conditions as are set in the Second Waste Facility Siting Agreement (Part 15) for Linmar Lane.

The resulting roadway along Waldman Road to Weiss Lane to STH 26 shall become the exit roadway from the site for authorized haulers (but not one-way for the public). Linmar Lane shall continue to be the access roadway to the site, but one-way as an entrance only for authorized haulers (not one-way for the public). Traffic patterns shall be reviewed by the Town Board at its annual meeting, and if a citizen complaint arises, traffic patterns are subject to modification.

10

275

SECOND AMENDMENT TO
SECOND WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON

MAR 10

Pursuant to section 28, the parties hereby amend the Second Waste Facility Siting Agreement for Deer Track Park at the Town of Farmington ("Siting Agreement"). The Siting Agreement is amended by replacing section 12 with the following:

12. SITE ELEVATIONS; AESTHETICS.

A. Elevations. The fill elevation shall be engineered by Deer Track so that no point is more than 1020 feet above sea level, and the slope of the above-grade extension sides shall not exceed one foot vertically for every four feet horizontally; that is, not to exceed a 4 to 1 slope.

B. Screening Plan and Planting Plans

During the term of this Agreement, Deer Track shall plant, maintain and replace as necessary, a natural screen of trees and shrubbery along I-94 as shown in the Screening Plan attached to this Amendment as Exhibit A-1. The Screening Plan shows the areas of the property that will be planted in order to screen the existing licensed landfill. The purpose of these plantings is to improve the visual aesthetics, improve native species diversity and meet the requirements of Section NR 506, Wisconsin Administrative Code.

In the planting areas shown in the Screening Plan, Deer Track will follow the Planting Plan attached to this Amendment as Exhibit A-2. The vegetation planted will be species indigenous to the area and planted in such a way as to look as natural as possible, with the plants to be placed so that the screen ranges from one to four trees/shrubs deep. This arrangement will act as

a natural grouping that will visually screen the landfill from most views along I-94. In the areas where no vegetation currently exists, the gaps will be filled by the same species of trees and shrubs that already exist, plus other species that are indigenous to the area that can aesthetically enhance the tree line, and shall be placed as shown in the Planting Plan.

The locations of plantings shown on the Screening Plan will be staked in the field by Deer Track's landscape architect. Before any plantings are done, one representative each of Deer Track, the County Solid Waste Committee and the Town of Farmington shall meet on site with the landscape architect and approve the planting plan as it is staked in the field. Upon approval from these representatives, the planting will proceed.

The Screening Plan shall be implemented during the spring and fall planting seasons of 1996.

Consistent with the Screening Plan which was licensed with the original agreement, grasses and other vegetation which appear natural to the area will be planted, maintained and replaced as necessary by Deer Track.

C. This Amendment constitutes the entire agreement between the parties regarding the Screening Plan for Deer Track Park and supersedes all previous agreements, understandings, statements and plans. The Screening Plan relates only to the existing approved and licensed landfill. A separate screening plan for the expansion of Deer Track Park will be developed by Deer Track in consultation with the Local Committee using similar professional landscape

architectural and site planning techniques and processes to assure proper consideration of visual aesthetics and screening.

D. Recycling of CSL. The recycling of the CSL by Deer Track shall be from west to east for aesthetic reasons. As a condition of the excavation, moving, sorting and recycling of the CSL, Deer Track shall employ planning and methods of operation which will control to the maximum extent reasonably possible the emission of odorous gas or other odorous matter in such quantity as would be readily detectable and not easily overlooked by a person of normal sensitivities residing at points which are beyond the property boundaries of the Site.

This Amendment subscribed to at the Farmington Town Hall, this ____ day of _____, 1996.

TOWN OF FARMINGTON

By: _____
_____, Chairman

TOWN OF FARMINGTON AND COUNTY
LOCAL COMMITTEE

By:

Carl Z. Jaeger
Patrick Cuthbert

SANIFILL OF WISCONSIN, INC.

By: [Signature] 7/16/96
_____, General Manager

COUNTY OF JEFFERSON

By:

Carl Z. Jaeger
_____, Chairman
Solid Waste Committee

S.T.H. 26
Park

EXISTING CENTRAL
SANITARY LANDFILL

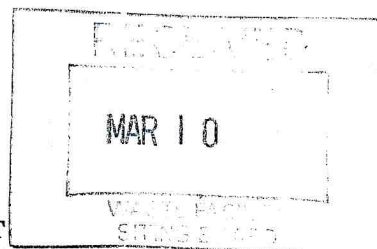
APPROXIMATE
PROPERTY
LINE

- A. Ingress from Hwy 26 on Town Road Passing Wels Shop
- B. Extend Wilmar Lane and Improve to Spec in 5 years
- C. Driveway across Waldman Acquisition to Bin Site Road
- D. Natural Screen (trees) N of Driveway, E of Intersection of Driveway and Waldman Road (to benefit Gerstner Property)
- E. Continue Drainage by comparable culvert Under Driveway

HRISTBERG

EXHIBIT
B

SECOND AMENDMENT TO
SECOND WASTE FACILITY SITING AGREEMENT
FOR DEER TRACK PARK AT THE TOWN OF FARMINGTON



This Second Amendment to Second Waste Facility Siting Agreement for Deer Track Park at the Town of Farmington (this "Amendment") is entered into on the 21st day of April, 1998, by and between Deer Track Park Landfill, Inc. f/k/a Sanifill of Wisconsin, Inc., a Delaware corporation (the "Landfill Owner"), the Town of Farmington (the "Town"), the County of Jefferson (the "County") and the Town of Farmington Local Committee (the "Local Committee").

WHEREAS, Central Sanitary Landfill, Inc., Deer Track Park, Inc., the Town, the County and the Local Committee executed that certain Second Waste Facility Siting Agreement for Deer Track Park at the Town of Farmington dated November 11, 1993, as amended by the Amendment to Second Waste Facility Siting Agreement for Deer Track Park at the Town of Farmington (the "Siting Agreement") regarding the landfill commonly known as the Deer Track Park Landfill located in the Town of Farmington, Jefferson County, Wisconsin; and

WHEREAS, Deer Track Park, Inc. and Central Sanitary Landfill, Inc. have been merged into the Landfill Owner, which is the current owner of the Deer Track Park Landfill; and

WHEREAS, the parties desire to (i) add a parcel of land acquired by the Landfill Owner subsequent to the execution of the Siting Agreement to the land covered by the Siting Agreement and provide that all of the provisions of the Siting Agreement shall bind and burden and be applicable to such parcel of land, including but not limited to, the site maintenance, inspection and conditional use requirements and the zoning provisions such that the zoning for such land shall be changed to be consistent with the rest of the site in order to provide for a more regularly shaped and efficient landfill and (ii) remove the Local Committee as a party to the Siting Agreement and make it clear that the Local Committee is no longer a required signatory for future amendments to the Siting Agreement because the Local Committee's duties have been completed;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree to amend the Siting Agreement as follows:

1. The Site (as defined in the Siting Agreement), shall include the land set forth on Exhibit A attached to this Amendment (the "Expansion Land"), the definition of the Site shall include such Expansion Land for all purposes and Exhibits D and E of the Siting Agreement are hereby amended to include the Expansion Land.

2. The Expansion Land shall hereinafter be subject to all of the provisions of the Siting Agreement, including but not limited to, the site maintenance, inspection and conditional use requirements of such Siting Agreement and the zoning for the Expansion Land shall hereinafter be changed to be consistent with the rest of the Site as provided in Section 10 of the Siting Agreement.

3. The Local Committee is hereby removed as a party to the Siting Agreement, and any future amendments to the Siting Agreement may be executed by the Town, County and Landfill Owner without execution by the Local Committee.

4. All capitalized terms not defined in this Amendment shall have meanings set forth in the Siting Agreement.

5. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6. Except as set forth in this Amendment, the Siting Agreement is hereby ratified and confirmed in all other respects, and if there are any conflicts between the terms of the Siting Agreement and this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment the date first above written.

DEER TRACK PARK LANDFILL, INC.

By: 

Henry A. Koch, P.E.

Title: District Manager

TOWN OF FARMINGTON

By: 

Don Reese, Chairman

Attest:

By: *Susan Brown*
Susan Brown, Town Clerk

TOWN OF FARMINGTON LOCAL
COMMITTEE

By: *Donald Reese*
Don Reese, Chairman

By: *Patrick D. Curtin*
Patrick D. Curtin, Secretary

COUNTY OF JEFFERSON

By: *Wendell Wilson*
Wendell Wilson, Chairman

Attest:

By: *Barbara A. Frank*
Barbara A. Frank, Clerk

EXHIBIT A

Expansion Land

That part of the SE 1/4 of Section 5, Town 7 North, Range 15 East, in the Town of Farmington, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of said Section 5, said point also lying in the centerline of Bin Site Rd.; thence S88°37'22"W along the south line of said Section 5 and the centerline of Bin Site Rd., 319.19 feet; thence N0°52'19"W, 667.17 feet; thence S88°33'53"W, 336.92 feet to the point of beginning; thence continuing S88°33'53"W, 625.00 feet to a point in the West line of the SE 1/4 of the SE 1/4 of said Section 5; thence N0°33'11"W along said West line, 666.45 feet to a point in the North line of the SE 1/4 of the SE 1/4 of said Section 5; thence N88°30'57"E along said North line, 300.00 feet; thence S26°42'33"E, 737.19 feet to the point of beginning, said parcel containing 7.08 acres of land more or less.