

STATE OF WISCONSIN  
BEFORE THE WASTE FACILITY SITING BOARD

In the Matter of the Arbitration of  
a Dispute Between

COUNTY OF DODGE LOCAL COMMITTEE  
Juneau, Wisconsin

Petitioner,

and

HECHIMOVICH SANITARY LANDFILL, INC.  
Mayville, Wisconsin

Respondent.

Case No. 36-89-03

FINAL OFFER OF RESPONDENT

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ARTICLE I

DEFINITIONS

Active Fill Area means the total capacity approved by the Department of Natural Resources as the disposal capacity for the disposal of solid waste by Corporation at the solid waste facility, in the area depicted and described on Exhibit A, herein incorporated by reference in this contract. This approved area shall not include any expansion of the active fill area or any expansion of the solid waste facility for the purpose of providing additional disposal capacity area at the solid waste facility or at the active fill area.

Authorized Transporter means any person who is authorized orally or in writing by Corporation at anytime to transport solid waste to and from the solid waste facility in the County and/or any person who is authorized orally or in writing by Corporation at anytime to dispose solid waste in the active fill area at the solid waste facility. Authorized transporters do not include the City, the Town and the residents of the City of Mayville and the Town of Williamstown authorized by this contract to store solid waste at the solid waste facility.

City means the City of Mayville, its officers, its employees and its agents.

Corporation means Hechimovich Sanitary Landfill, Inc.



County means the County of Dodge, its officers, its employees and its agents.

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

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of solid waste or hazardous waste at the solid waste facility.

Disposal or Dispose means the discharge, deposit, injection, dumping or placing of solid waste or hazardous waste in the active fill area at the solid waste facility at anytime so that such solid waste or hazardous waste or any constituent thereof may enter the land, environment or be emitted into the air or discharged into any waters in the County of Dodge, including groundwater. This term does not include the storage or the treatment of solid waste or the storage or the treatment of hazardous waste at the solid waste facility.

Disposal Operations means any activities at the solid waste facility related to or associated with the disposal of solid waste or hazardous waste, including, the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the solid waste facility and including the waste covering at the solid waste facility, where all of the above noted activities occur anytime during the initial term of this contract.

Emergency means an unforeseen circumstance at anytime in the County of Dodge at the solid waste facility or at any other

location in the County of Dodge that jeopardizes the public health, safety and welfare of persons in the County of Dodge or that jeopardizes the safety of property in the County of Dodge.

Expansion means the expansion at anytime by any means by Corporation of the design capacity of the active fill area of the solid waste facility beyond the Department of Natural Resources approved design capacity of three million eight hundred and eighty-five thousand eight hundred (3,885,800) cubic yards of solid waste and daily and intermediate cover materials authorized for disposal in the active fill area at the solid waste facility.

Final Closure means the date at which time no further solid waste shall be transported in the County of Dodge to or from the active fill area at the solid waste facility or shall be disposed in the active fill area at the solid waste facility by Corporation or by any other person which shall be the earlier date of either of the following:

a) the date Corporation notifies the County and the City in writing that Corporation no longer will dispose and no longer will allow any other person to dispose of solid waste in the active fill area at the solid waste facility,

b) the date the Department of Natural Resources orders Corporation in writing to no longer dispose and to no longer allow any other person to dispose of solid waste in the active fill area at the solid waste facility;

c) the date Corporation has disposed and has allowed the disposal in the active fill area at the solid waste facility of

three million eight hundred eighty-five thousand eight hundred (3,885,800) cubic yards of both solid waste and daily and intermediate cover materials in the active fill area at the solid waste facility.

Hazardous Waste means any solid waste identified as a hazardous waste by the Department of Natural Resources, under Sub. 144.62(2)(b), Wis. Stats. or identified as a hazardous waste by regulations adopted by the Department of Natural Resources in Chapter NR 181, Administrative Code, or its successor chapters. This shall not include any hazardous waste as defined above which is authorized at anytime by the Department of Natural Resources to be disposed at the active fill area or to be disposed, stored or treated at any other location at the solid waste facility.

Local Approvals means any local approval as "local approvals" are defined in Section 144.445(3) (d), Wis. Stats., or its successor provisions.

Long Term Care or Long Term Care Operations means any activities at the solid waste facility, including routine care, maintenance and monitoring in the active fill area at the solid waste facility; and where all the above noted activities occur anytime following the final closure of the active fill area at the solid waste facility. Long term care operations by Corporation and by its agents shall not be considered disposal operations, storage operations or treatment operations at the active fill area for purposes of this contract.

Nature Conservancy Area means the active fill area at the solid waste facility where after final closure the Corporation will:

- a) maintain this area in order that it largely escapes unnatural environmental disturbances,
- b) provide, at the discretion of Corporation, public access into this area for outdoor recreational or open space use at the area and
- c) provide the proper maintenance, monitoring, management protection, husbandry and supervision to protect the natural resources located in this area and to prevent any unnecessary or undue environmental degradation in this area.

Pre-existing Local Approvals means any pre-existing local approvals as "pre-existing local approvals" are defined in Section 144.445(3)(fm), Wis. Stats., or its successor provisions.

Remedial Actions means those actions consistent with a permanent remedy which are taken instead of or in addition to removal actions in the event of a release or threatened release at the solid waste facility of hazardous waste into the environment, to prevent or minimize the release of hazardous waste so that the hazardous waste does not migrate to cause substantial danger to the present or future public health or welfare of the residents of the County of Dodge or to the environment in the County of Dodge. The term includes, but is not limited to, such actions at the location of the release of the hazardous waste as storage, confinement,

perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released hazardous wastes, recycling or reuse of hazardous wastes, diversion of hazardous waste, destruction of hazardous wastes, segregation of hazardous wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and run-off, on-site treatment or incineration, provision of alternative water supplies to residents in the County of Dodge and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the permanent relocation of residents where the Department of Natural Resources determines such relocations is more cost-effective than and environmentally preferable to the transportation, storage, treatment, destruction or secure disposition offsite of hazardous wastes or other actions that may be necessary to protect the public health or welfare of the residents of the County of Dodge. The term does not include offsite treatment of hazardous waste or the storage, treatment, destruction or secure disposition offsite of such waste unless the Department of Natural Resources determines in writing that such actions are: a) more cost-effective than other remedial actions, or b) are necessary to protect the public health or welfare of the residents of the County of Dodge or the environment of the County of Dodge from a potential or present risk which may be created by further exposure to the continual presence of such hazardous waste.

Removal Action means the clean-up action or removal action of

released hazardous substances from the environment, such actions as may be necessarily taken in the event of release of hazardous wastes into the environment at the solid waste facility, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous wastes, the disposal of removed hazardous wastes, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the residents of the County of Dodge or to the environment in the County of Dodge, which may otherwise result from a release or threat of release of hazardous wastes at the solid waste facility. The term includes, in addition, without being limited to, security fencing or other measures to limit access to the solid waste facility, provision of alternative water supplies to residents of the County of Dodge, temporary evacuation of residents of the County of Dodge and housing of threatened residents of the County of Dodge.

Solid Waste means garbage, ash, refuse, rubbish, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities.. Solid waste may include, but is not limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry and other debris resulting from the construction

or the demolition of structures, buildings, roads and other manmade structures. Solid waste does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 147, Wis. Stats., or its successor chapter, or source, special nuclear or by-product material as defined in Section 140.52, Wis. Stats. or its successor section.

Solid Waste Facility means the solid waste disposal facility in the County of Dodge specifically depicted and described in Exhibit "B", herein incorporated by reference in this contract. It includes both the active fill area and the other land described in Exhibit "B".

Storage or Store means the holding of solid waste or hazardous waste at the solid waste facility, at the end of which period the solid waste is to be then treated or ultimately disposed in the active fill area at the solid waste facility.

Storage Operations means any activities at the solid waste facility related to the storage of solid waste or hazardous waste and where all the above noted activities occur anytime during the initial term of this contract.

Temporary Access means a temporary highway created by the County for accommodation of public travel through lands in the County of Dodge pursuant to the statutory powers provided to the County under Section 83.19, Wis. Stats., or its successor provisions.

Town means the Town of Williamstown, and its respective officers, its respective employees and its respective agents.

Treat or Treatment means any method, technique or process at the solid waste facility which is designed to change the physical, chemical or biological character or composition of the solid waste or hazardous waste. Treatment includes incineration.

Treatment Operations means 1) any activities at the solid waste facility directly related to the treatment of solid waste or the treatment of hazardous waste at the solid waste facility or 2) any activities at the solid waste facility related to the storage of solid waste or hazardous waste and where all the above noted activities occur anytime during the initial term of this contract.

Waste Facility Siting Board means the Wisconsin Waste Facility Siting Board or its successor agency.

## ARTICLE II

### TRANSPORTATION

1. Designated Roadways by the County and by the City

A. Designated Authority

Corporation, during the initial term and extending until twenty (20) years after final closure, shall not use and shall inform its agents and authorized transporters in writing, not to use any County roadways located in the Town of Hubbard or the Town of Williamstown as a route for vehicle access to and from the solid waste facility by Corporation, its agents and authorized



transporters for purposes related to any disposal operations, storage operations, treatment operations or long term care operations in the active fill area or at any other location at the solid waste facility, unless those County roadways located in the Town of Hubbard and the Town of Williamstown are established and authorized by this contract as either of the designated primary roadway routes for purposes of vehicle access to and from the solid waste facility. Corporation agrees not to accept for disposal any waste transported to the solid waste facility on County roadways in the Towns other than the designated primary roadway routes.

This section establishing the designated primary roadway routes and then restricting the roadway use on other County roadways in the Town of Hubbard and the Town of Williamstown shall not apply to Corporation, its agents, its authorized transporters, the City, the Town and to any residents of the City of Mayville, the Town of Hubbard or the Town of Williamstown when these above noted persons are collecting solid waste in the City of Mayville, the Town of Hubbard, and the Town of Williamstown in vehicles and then transporting this solid waste in vehicles to the solid waste facility for the purpose of disposal of the solid waste in the active fill area at the solid waste facility or for the purpose of storage of the solid waste at the solid waste facility.

This section shall not apply if the County, the City and the Corporation, at anytime, mutually agree in writing to establish any alternative routes or any additional routes in the County for vehicle traffic access to and from the solid waste facility for any

disposal operations, storage operations, treatment operations or for any long term care operations in the active fill area or at any other location at the solid waste facility.

Notwithstanding the foregoing, this section shall not apply to the Corporation, its agents or its employees when these above-noted persons are transporting to or from the solid waste facility construction materials to be used in the construction or maintenance of said facility.

B. Primary Roadways

County and City, during the initial term and extending until twenty (20) years after final closure, shall designate as the primary roadway routes and shall authorize, pursuant to Subsection A, for vehicle access to and from the solid waste facility by Corporation or by its agents or its authorized transporters, the following County roadway routes located in the Town of Hubbard and the Town of Williamstown: 1) for vehicle access and traffic flow to the solid waste facility: State Highway 33 to County Trunk V, then north on County Trunk V to private road (Raasch's Hill Road), then right onto private road (Raasch's Hill Road), and 2) for vehicle access and traffic flow from the solid waste facility: private road (Raasch's Hill Road), the left onto County Trunk V, the south on County Trunk V to State Highway 33; or, 3) for vehicle access to and traffic flow to the solid waste facility: Mayville to County Trunk V, then south on County Trunk V to private road (Raasch's Hill Road), then left onto private Road (Raasch's Hill Road), and 4) for vehicle access from and traffic flow from the

solid waste facility: private road (Raasch's Hill Road), then  
right onto County Trunk V, then north on County Trunk V to  
Mayville.

Corporation, and its agents shall only use, and shall  
notify its authorized transporters in writing to only use, the  
above noted County primary roadways for their vehicle access to and  
from the solid waste facility for their disposal operations,  
storage operations, treatment operations and long term care  
operations unless as provided in Subsections A, C, and D noted  
herein.

C. County Reconstruction of County Road

County, during the initial term and extending until  
twenty (20) years after final closure, shall have the right at any  
time to suspend vehicle traffic flow to and from the solid waste  
facility and to temporarily close that portion of the primary  
roadway routes described above, either south or north of Raasch's  
Hill Road (but not both simultaneously), in order to reconstruct,  
repair, resurface and to maintain the portion of County Trunk V and  
shall have the right at anytime to suspend vehicle traffic flow to  
and from the solid waste facility and to temporary close the above  
noted road at anytime for emergency purposes.

D. Temporary Access Roadway

County, during the initial term and extending until  
twenty (20) years after final closure, shall, if any portion of the  
designated primary roadways have been closed for reconstruction,  
repair, resurfacing or maintenance purposes by the County or closed

by the County for emergency purposes and if a written application has then been submitted to the County by the Corporation requesting that a temporary access County roadway to the solid waste facility in the Town of Hubbard and the Town of Williamstown be constructed and maintained by the County, then the County shall make all reasonable efforts to construct and maintain for Corporation, its agents, and its authorized transporters, when reasonable vehicle safety and reasonable personal safety can be assured and where road conditions will allow, an appropriate temporary access County roadway in the Town of Hubbard and the Town of Williamstown. This roadway would be constructed and maintained by the County for vehicle use by Corporation, its agents, and its authorized transporters. This temporary access County roadway shall be constructed and maintained by the County in an attempt to allow vehicle access to and from the solid waste facility by Corporation, its agents, and its authorized transporters.

2. Vehicle Requirements

Corporation, during the initial term and extending until twenty (20) years after final closure, 1) in transporting in the County of Dodge solid waste or hazardous waste to or from the solid waste facility, 2) in disposing solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility, 3) in allowing its agents or authorized agents to dispose solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility, shall use transport vehicles and shall require use by its agents of transport vehicles

that are designed, constructed, loaded and maintained in such a manner and that are equipped with proper covers in such a manner as to prevent or to substantially eliminate any portion of any solid waste or hazardous waste in those transport vehicles from discharging, leaking, spilling, falling or blowing out of these transport vehicles onto any public or private lands in the County of Dodge, excluding the active fill area at the solid waste facility.

Corporation shall not accept for disposal at the solid waste facility any solid waste or hazardous waste that does not arrive at the solid waste facility in transport vehicles that are designed, constructed, loaded and maintained in such a manner and that are equipped with proper covers in such a manner as to prevent or to substantially eliminate any portion of any solid waste or hazardous waste in these transport vehicles from discharge, leaking, spilling, falling or blowing out of these transport vehicles onto any public or private lands in the County of Dodge, excluding the active fill area at the solid waste facility.

3. Litter and Discharge Beyond the Solid Waste Facility

A. Solid Waste and Hazardous Waste Discharge Reports to the County

Corporation, during the initial term and extending until twenty (20) years after final closure, shall report any solid waste or hazardous waste discharge to the County Clerk of the County of Dodge in writing within forty-eight (48) hours of the Corporation receiving information related to any extraordinary solid waste or

hazardous waste discharge in the County of Dodge if the extraordinary solid waste or hazardous waste discharge occurred when Corporation, its agents, or authorized transporters were transporting authorized or unauthorized solid waste or hazardous waste to and from the solid waste facility and if the extraordinary solid waste or hazardous waste discharge occurrence was caused by Corporation or by its agents or authorized transporters. This provision does not apply to any solid waste or hazardous waste disposed by Corporation or by its agents or by any other persons in the active fill area at the solid waste facility.

Corporation, upon oral or written knowledge of any extraordinary solid waste discharge by Corporation or by its agents onto any public or private lands in the County of Dodge, other than any solid waste disposed in the active fill area at the solid waste facility, shall take, as soon as possible, all reasonable and lawful efforts to contain and then to remove the extraordinary solid waste discharge from these lands or to contain and then to remove the extraordinary solid waste discharge from these lands.

Corporation, upon oral or written knowledge of any hazardous waste discharge onto any public or private lands in the County of Dodge by Corporation or by its agents, shall take 1) as soon as possible, all reasonable and lawful actions to contain and, if advisable, to remove the hazardous waste, 2) as soon as possible, shall take all reasonable and lawful actions to protect the public health and safety of any persons in the County of Dodge and 3) as soon as possible, shall take all reasonable and lawful

actions to protect the natural resources in the County of Dodge.

Corporation shall, in its written notice to the County Clerk of the County of Dodge, describe the location of the solid waste or hazardous waste discharge, the date of the occurrence, if known, the type and amount of the solid waste or hazardous waste discharge, if known, and the suspected cause of the discharge, if known.

B. Discharge Removal on Primary Roadways

Corporation, during the initial term, shall police and remove any solid or hazardous waste discharge, including litter, from the designated primary roadways or from right-of-ways next to the designated primary roadways at all roadway locations within one (1) mile of the entrance to the solid waste facility. This solid waste or hazardous waste discharge removal provision shall only apply on those days that solid waste is being transported to or from the solid waste facility by Corporation, its agents or authorized transporters and then this provision shall only apply on the designated primary roadways that have been authorized as the vehicle access routes of travel for Corporation or for its agents or authorized transporters by this contract or by any later mutual written agreement between the County, the City and the Corporation.

4. Transporters of Solid Waste

A. List of Transporters

Corporation shall maintain a list of the names, addresses and telephone numbers of its agents and its authorized transporters who have been authorized orally or in writing to transport any type

of solid waste to and from the solid waste facility or who dispose  
y type of solid waste in the active fill area at the solid waste  
facility.

Corporation shall each January during the life of the  
active fill area, file this list with the County Clerk of the  
County of Dodge. Upon reasonable written request by a designated  
representative of the County, Corporation shall supply to the  
County the type of solid waste disposal and the amount of the solid  
waste facility during the immediately preceding calendar year by  
a particular agent, or authorized transporter.

This provision, requiring names, addresses and telephone  
numbers of agents and authorized transporters, shall not apply to  
the City, to the Town or to the residents of the City of Mayville,  
the Town of Hubbard or the Town of Williamstown when they are  
authorized by this contract to store solid waste in the active fill  
area or at any other location at the solid waste facility or at  
operations related thereto as noted in Subsection C.

B. Persons Authorized

Corporation, its agents and its authorized transporters,  
and the employees and agents of these agents and authorized  
transporters during the initial term, shall be the only persons  
authorized by Corporation to transport solid waste to and from the  
solid waste facility, except as noted above. The above noted  
persons shall, in addition, be the only persons authorized by  
Corporation during the initial term to dispose solid waste in the  
active fill area. No person, including Corporation, shall, during



the initial term, dispose solid waste at any other location at the solid waste facility except in the active fill area unless an expansion of the solid waste facility has been approved in writing by the Department of Natural Resources and Corporation has complied with all applicable solid waste laws related to the expansion of the solid waste facility. Corporation shall not store or treat solid waste or authorize any of its agents, or any other persons to store or treat solid waste in the active fill area, except as noted below, or at any other location in the solid waste facility, unless an expansion of the solid waste facility has been approved by the Department of Natural Resources and then only if the Corporation has complied or will comply with any existing federal, state and municipal solid waste disposal facility laws, regulations and ordinances applicable at the time of the approved expansion.

This restriction authorizing only the transportation to and from the solid waste facility and the disposal of solid waste in the active fill area or at any other location at the solid waste facility to certain persons noted above shall not apply to the City, to the Town and to the residents of the City of Mayville, the Town of Hubbard and the Town of Williamstown, and other towns in Dodge County who may be authorized by Corporation to store or may have been authorized by Corporation to store solid waste collected from only solid waste sources in the City and in the Towns at a transfer station or at "green box" storage containers located at the solid waste facility or located at operations related thereto nor to the storage by the Corporation of inert

demolition waste as authorized by the Department of Natural Resources.

ARTICLE III

OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. Reports to the County and to the City

A. Notice of Reports from Corporation

County, during the initial term and extending until twenty (20) years after final closure, shall receive from Corporation written copies, within seven (7) days of distribution by Corporation of all written reports and written correspondence provided by Corporation to the Department of Natural Resources or to any other state or to any federal agency or to any state or federal court where those reports and correspondence are associated with the solid waste facility (other than income tax returns or other confidential financial reports), including, but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the County and shall be submitted to the County Clerk of the County of Dodge.

B. Notice of Reports from Government Agencies

County, during the initial term and extending until twenty (20) years after final closure, shall receive from Corporation written copies, within seven (7) days of receipt by Corporation, of all written reports and written correspondence received by Corporation from the Department of Natural Resources or from any other state or federal agency or from any state or federal court when these reports and correspondence are associated with the solid waste facility, including, but not limited to,

letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the County and shall be submitted to the County Clerk of the County of Dodge.

C. County, City, Town and Residents Complaints and -Concerns

County, during the initial term and extending until twenty (20) years after final closure, shall receive from Corporation written copies, within seven (7) days of receipt by Corporation, of all written letters, written reports and any other written correspondence received by Corporation from public officials of the County of Dodge, public officials of the City of Mayville, public officials of the Town of Hubbard or public officials of the Town of Williamstown or from any residents of the County of Dodge where the above noted letters, reports or correspondence are associated in any way with the solid waste facility. These letters, reports or correspondence may include, but are not limited to, complaint letters, court documents, technical reports, financial reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the County and shall be sent to the County Clerk of the County of Dodge.

D. Corporation Responsibility to the County and to the City

Corporation, during the initial term and extending until twenty (20) years after final closure, shall be fully responsible to the County and to the City to take reasonable steps to insure

that Corporation, its agents and their respective employees and their respective agents in their transporting in the County of Dodge solid waste and hazardous waste to and from the solid waste facility and in their conducting any other disposal operations, storage operation, treatment operations or long term care operations related to or at the solid waste facility that they shall fully comply with the applicable provisions of this contract. Corporation shall not allow access by its agents, by its authorized transporters, or by any other persons to the solid waste facility for purposes of their disposing, storing or treating of solid waste or hazardous waste in the active fill area or for any other purposes associated with any disposal operations, storage operations, treatment operations or long term care operations related to or at the solid waste facility if Corporation has knowledge that the above noted agents, authorized transporters, or other persons are not complying or have not complied with the applicable provisions of this contract. This subsection applies specifically to the following applicable sections:

Article II, Section 1 - Designated Roadways by the County and by the City

Article II, Section 2 - Vehicles Covered

Article II, Section 3 - Litter and Discharge Beyond the Solid Waste Facility

Article II, Section 4 - Authorized Transporters of Solid Waste

Article III, Section 2 - Hours and Days of Operation

Article III, Section 5 - Fire, Disaster and Hazard Controls

Article III, Section 20 - Restrictions on Hazardous Waste Disposal

E. Notice of Contract

Corporation, during the initial term, shall notify, in writing, its agents and authorized transporters, who are or will be authorized by Corporation to transport solid waste to and from the solid waste facility and who are or will be authorized by Corporation to dispose solid waste in the active fill area or at any other location at the solid waste facility of the provisions of this contract which apply to them. Such written notice shall be provided to these agents prior to their commencing transportation to the solid waste facility or prior to their disposing solid waste in the active fill area or at any other location at the solid waste facility.

2. Hours and Days of Operations

Corporation, during the initial term and extending until twenty (20) years after final closure, shall not conduct any disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility nor shall it allow any disposal operations, storage operations, treatment operations or long term care operations by its agents, by its authorized transporters, or by any other persons at the solid waste facility before 6:00 A.M., Monday through Saturday. Corporation shall terminate all disposal operations, storage operations, treatment operations and long term care operations and it shall not allow any disposal operations, storage operations, treatment

operations or long term care operations by its agents, by its authorized transporters, or by any other persons at the solid waste facility after 5:30 P.M., Monday through Friday, and after 12:00 P.M. on Saturday. Corporation shall not conduct any disposal operations, storage operations, treatment operations or long term care operations nor shall it allow any disposal operations, storage operations, treatment operations or long term care operations by its agents, by its authorized transporters, or by any other persons at the solid waste facility on Sundays or on the following holidays, namely: Christmas Day, Easter, Thanksgiving, Labor Day, New Year's Day, Memorial Day and July 4th.

Notwithstanding the above noted provisions, Corporation and its agents, if any emergency should occur at the solid waste facility or at any operations related thereto shall be allowed to enter the solid waste facility at any time and shall be allowed to then take the appropriate and necessary actions at the solid waste facility to protect the public health, welfare and safety of persons in the County of Dodge, to protect public or private property other than the solid waste facility and shall be allowed to take appropriate and necessary actions to protect the natural resources in the County of Dodge. These actions in an emergency shall not include disposal, storage or treatment of solid waste or of hazardous waste at the solid waste facility.

In addition, these hours and days of operation may be amended by mutual written agreement of the County, of the City and of the Corporation.

3. Dust, Dirt and Debris Control at the Solid Waste Facility

Corporation, during the initial term and extending until twenty (20) years after final closure, shall take the appropriate and necessary actions to control the blowing of dust and debris from the active fill area at the solid waste facility and shall take the appropriate and necessary actions to control the discharging of other solid waste or any hazardous waste materials from the solid waste facility onto any lands outside the solid waste facility. Corporation shall dispose solid waste in the active fill area at the solid waste facility and shall conduct any disposal operations, storage operations, treatment operations and long term care operations at the solid waste facility in such a manner that odors, litter, dust, dirt, debris or other materials or any substance will not be carried by wind across the boundary of the solid waste facility onto any lands outside the solid waste facility. Corporation shall apply all the appropriate and necessary cover materials on the solid waste disposed in the active fill area at the solid waste facility to prevent the blowing of dust and debris within the solid waste facility and without the solid waste facility.

4. Rodent and Insect Control at the solid waste facility

A. Prevention of Rodents and Insects

Corporation, during the initial term and extending until twenty (20) years after final closure, shall dispose solid waste in the active fill area at the solid waste facility and shall



conduct any disposal operations, storage operations, treatment operations and long term care operations at the solid waste facility in such a manner as to prevent or substantially eliminate rodent and insect harborage at the solid waste facility.

B. Control on Rodents and Insects

Corporation, during the initial term and extending until twenty (20) years after final closure, shall take the appropriate and necessary actions to control any rodents and any insects at the solid waste facility. Corporation shall exterminate, when appropriate and necessary, for public health reasons, any rodents and any insects at the solid waste facility. Corporation shall apply at the solid waste facility the pesticides or the rodenticides at the appropriate levels to prevent any damage to or injury to public property or private property in the County of Dodge, to prevent damage or injury to any persons in the County of Dodge or to prevent damage to the natural resources in the County of Dodge.

5. Fire, Disaster and Hazard Control

A. Creation of Fire Hazards

Corporation, during the initial term and extending until twenty (20) years after final closure, shall dispose solid waste in the active fill area at the solid waste facility and shall conduct any disposal operations, any storage operations, any treatment operations and any long term care operations at the solid waste facility in such a manner to prevent unintended fires and unintended explosions from occurring at the solid waste facility

whenever appropriate and necessary, shall separate, remove, contain, cover or isolate any particular solid waste or any particular hazardous waste that has been disposed, stored or treated in the active fill area or at any other location at the solid waste facility in such a manner to prevent a public or private nuisance in the County of Dodge, to prevent any unintentional liberations of hazardous or poisonous gas from the solid waste facility to any other location in the County of Dodge, to prevent any unintentional liberation of hazardous waste from the solid waste facility to any other location in the County of Dodge or to prevent any damage to the natural resources in the County of Dodge.

D. Security Personnel

Corporation, during the initial term and extending until twenty (20) years after final closure, shall have the responsibility and duty to the County and to the City to employ or retain at the solid waste facility the appropriate and necessary employee or agency personnel to provide and maintain proper security in the active fill area or at any other location at the solid waste facility for the purpose of preventing or substantially reducing any physical access by unauthorized persons in the solid waste facility.

6. Court Action by the County and by the City

County and City, during the initial term and extending until twenty (20) years after final closure, notwithstanding any

provisions of this contract, may commence and maintain individually or jointly legal actions against Corporation under the common law of public nuisance, private nuisance, trespass, negligence, strict liability, agency or under any applicable state and federal statutory or common laws, for damages and costs suffered by the County or the City, related to or associated with any public nuisance, private nuisance or physical injury to any person or any property caused by or alleged to have been caused by Corporation arising in any way as a result of any anticipated or unanticipated occurrence in the County of Dodge related to or associated with the solid waste facility which are caused by the Corporation or its agents, including, but not limited to, occurrences related to or associated with disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility, occurrences related to or associated with the transportation of solid waste or hazardous waste to and from the solid waste facility by the Corporation or by its agents and any occurrences related to or associated with any disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility.

If the County or the City or both prevails in any such action, as noted above, against Corporation, Corporation shall be liable to the County or to the City or both for any and all costs and damages suffered by the County or by the City. In addition, should either the County, the City or both prevail in such legal action, they shall be awarded, by the court, their individual

reasonable attorney's fees, their individual reasonable expert's fees and any other reasonable individual legal costs, and the County and/or the City shall be entitled to seek and receive abatement of any public nuisance or private nuisance that may be related to or associated with the solid waste facility which are caused by the Corporation or its agents.

7. Administrative Action by the County and the City

The County and the City, during the initial term and extending until twenty (20) years after final closure, notwithstanding any provisions of this contract, may petition the Department of Natural Resources under Sec. 144.465, Wis. Stats., or Sec. 144.725, Wis. Stats., or their successor provisions, to initiate action by the Department of Natural Resources against Corporation for a violation or alleged violation by Corporation of any rule promulgated or special order, plan approval, license or any term or other condition of a license established by or issued by the Department of Natural Resources where these violations or alleged violations are related to or associated with the solid waste facility.

If subsequent to any such petition, the Department of Natural Resources then acts based on the County or the City petition, and: 1) it issues an order under sub. 144.465(2)(a)(1), Wis. Stats., or sub. 144.725(2)(a)(1), Wis. Stats., or their successor provisions, or 2) it initiates an action under sub. 144.47, Wis. Stats., or sub. 144.73, Wis. Stats., or their successor provisions, and such order or action are not subsequently

vacated, dismissed or reversed; then Corporation shall fully reimburse the County and the City for their individual reasonable attorney's fees, their individual reasonable expert's fees and their other individual reasonable legal costs that are associated with the petition by the County or by the City or by both to the Department of Natural Resources, including costs that are associated with any appropriate hearings by the Department of Natural Resources initiated as a result of the County and the City petition.

8. Temporary/Emergency Closure of Solid Waste Facility

Corporation, during the initial term, shall notify in writing within forty-eight (48) hours the County Clerk of the County of Dodge regarding any temporary closure, any emergency closure and any final closure of the solid waste facility, including any ordered temporary closure, any ordered emergency closure or any ordered final closure of the active fill area or the solid waste facility where these orders were made by the Department of Natural Resources or its successor agency, by any other state or federal agency or by any state or federal court. Corporation shall provide in its written notice to the County of Dodge the specific reasons, if known, for the temporary closure, the emergency closure or for the final closure of the active fill area or of the solid waste facility.

9. Access to the Solid Waste Facility

Corporation, during the initial term and extending until twenty (20) years after final closure, shall allow the County and

the City by their respective designated officers, their respective designated employees or their respective designated agents the right to immediately obtain access to the solid waste facility and the right to enter the solid waste facility, including the active fill area during any emergencies at the solid waste facility or at operations related thereto. They, in addition, shall have the right to obtain access and to enter the solid waste facility and the active fill area during all other times upon twenty-four (24) hours oral or written notice from the County or from the City to Corporation. Physical access to the solid waste facility by the County or by the City or both shall be to allow the County or the City or both: 1) to inspect and monitor disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility; 2) to sample and test groundwater, leachate and air quality at the solid waste facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved in advance by the Department of Natural Resources); 3) to sample and test solid waste characteristics of the solid waste or hazardous waste at the solid waste facility; or 4) to take any appropriate and necessary action at the solid waste facility during any emergency to protect the public health, safety and welfare of the residents of the County and/or to take any appropriate and necessary action to protect the natural resources in the County of Dodge.

At all such times the designated officers, employees or

agents of the County or City shall be accompanied by one or more employees or agents of the Corporation. In addition, the activity of the designated County or City officers, employees or agents shall be conducted so as to not interfere with the normal business operations at the solid waste facility.

10. Repair, Maintenance and Reconstruction of the Solid Waste Facility

Corporation, during the initial term and extending until twenty (20) years after final closure, shall have the responsibility and duty to the County and the City to properly and timely maintain, repair, reconstruct and to properly and timely provide long term care of the active fill area at the solid waste facility, and/or, if appropriate and necessary, to temporarily or permanently close the active fill area or the solid waste facility, if, at anytime, the failure by Corporation to properly and timely maintain, repair, reconstruct or to properly and timely provide long term care of the active fill area at the solid waste facility and/or its failure to temporarily or permanently close the active fill area or the solid waste facility for disposal operations is likely to present a substantial danger of creating a public or private nuisance in the County of Dodge, is likely to create a substantial danger to the public health, safety or welfare of any persons in the County of Dodge or is likely to cause substantial damage to the natural resources in the County of Dodge.

11. Hazardous Waste Disposal Notice to the County

Corporation, during the initial term and extending until

twenty (20) years after final closure, upon its receipt of any information that any hazardous waste has been transported to the solid waste facility or that any hazardous waste has been stored, treated, disposed or handled, in anyway by Corporation, by its agents, by its authorized transporters or by any other persons in the active fill area or any other location at the solid waste facility, shall then notice orally within twenty-four (24) hours of its receipt of the information the County Clerk of the County of Dodge. Corporation then shall, in addition, notify the above noted in writing within forty-eight (48) hours of the receipt of this information. The notice shall describe the date of the occurrence and the type, amount and source of hazardous waste. Corporation shall, upon receipt of such information, immediately commence any appropriate and necessary action to properly remove or to properly contain the hazardous waste at the solid waste facility.

12. Hazards Notice to the County

Corporation, during the initial term and extending until twenty (20) years after final closure, shall orally notice the County Clerk of the County of Dodge within twenty-four (24) hours of the receipt of information by Corporation of the following known or suspected hazards or known or suspected occurrences in the active fill area or at any other location at the solid waste facility, namely, fires, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases and hazardous gases or hazardous dust.



Corporation shall, in addition, report in writing within forty-eight (48) hours of the receipt of the information by Corporation, regarding the above noted known or suspected hazards and known or suspected occurrences, to the County Clerk of the County of Dodge describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of the hazard or occurrence, any incidents of damages to persons or property that may have occurred as a result of the above noted known or suspected hazards or known or suspected occurrences and any actions taken or actions to be taken in the future by Corporation regarding the above noted known or suspected hazards or known or suspected occurrences.

13. Responsible Managers

Corporation, during the initial term and extending until twenty (20) years after final closure, shall provide to the County Clerk of the County of Dodge the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by Corporation whose responsibilities to the Corporation and whose authority from the Corporation shall be to manage, control and administer the disposal of solid waste in the active fill area at the solid waste facility, and to manage, control and administration any disposal operations, storage operations, treatment operations and long term care operations at or related to the solid waste facility. These names or titles, addresses and telephone numbers of the responsible managers shall be provided to the County Clerk of the County of

Dodge within twenty (20) days after the effective date of this contract and shall be updated, whenever necessary, thereafter in writing to provide the most current names or titles, addresses and telephone numbers of the current responsible manager or responsible managers.

14. Erosion and Runoff

A. Erosion Restrictions

Corporation, during the initial term and extending until twenty (20) years after final closure, will control surface water runoff and erosion by compliance with surface water control provisions of the Plan of Operation for the solid waste facility on file with the DNR.

B. Abatement of Erosion

Corporation, during the initial term and extending until twenty (20) years after final closure, upon written notice by the County or by the City to Corporation describing to the Corporation the location of any surface water runoff or erosion discharged from the solid waste facility onto any other lands located in the County of Dodge which violates the Plan of Operation on file with the DNR, shall, within three (3) days of the receipt of the written notice, take the appropriate and necessary actions to abate or remove the described runoff or erosion from these other lands.

15. Standing Open Water

Corporation, during the initial term and extending until twenty (20) years after final closure, shall take the appropriate and necessary actions to cover with fill material all holes or

ponds within the solid waste facility to the existing topography, except for the active fill area at the solid waste facility and except for the sedimentation basin at the solid waste facility. Corporation shall not cause nor shall it allow to exist standing water at the solid waste facility except in the active fill area at the solid waste facility and in the sedimentation basin at the solid waste facility.

16. Surface Water

Corporation, during the initial term and extending until twenty (20) years after final closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any solid waste or any hazardous waste at the solid waste facility into an appropriately maintained leachate collection system. Corporation shall take the appropriate and necessary actions to direct all surface water not coming into contact with the solid waste into the appropriately maintained sedimentation basin located at the solid waste facility. Corporation shall not discharge water nor shall it allow the discharge of water from any sedimentation basin at the solid waste facility into any surface water drainage area at the solid waste facility until the surface water discharge complies with the appropriate regulations and requirements of the Department of Natural Resources.

17. Conservancy Area

Corporation, from the date of final closure and extending until twenty (20) years after final closure, shall develop and, if necessary, reconstruct the active fill area to establish the active

fill area as a nature conservancy area. Corporation shall also, during this time period, maintain, repair and provide long term care of the active fill area at the solid waste facility to preserve the active fill area as a nature conservancy area. Corporation shall conduct uses, operations and activities and it shall allow only uses, operations or activities by its agents, by its authorized transporters, and by other persons of the active fill area at the solid waste facility, during the above noted time period, that would be normally and properly associated with uses, operations and activities of a nature conservancy area. In addition, Corporation shall have the responsibility and duty to the County and to the City to insure that all uses, operations and activities conducted by Corporation or allowed by Corporation at the solid waste facility that are beyond the active fill area shall be consistent with maintaining and preserving the natural conditions in the nature conservancy area. Finally, the uses, activities and operations at the solid waste facility shall be consistent with maintaining the long term environmental stability and physical integrity of the active fill area and shall be consistent with maintaining and preserving the nature conservancy area.

18. Landscaping

A. Existing Tree Replacements

Corporation, during the initial term and extending until twenty (20) years after final closure, in the event any trees, over five (5) feet tall are existing at the solid waste facility at the

date of this contract, except trees in the active fill area and except trees within fifty (50) feet immediately adjacent to the active fill area and in the event these trees are lost for any reason, these trees shall be replanted by Corporation. The trees to be replanted shall be white spruce trees or hybrid poplars, with eight (8) foot spacings established between these trees with the minimum height of the spruce trees at planting to be between eighteen (18) and twenty-four (24) inches. The planting of these trees shall occur, by Corporation during the first spring tree planting season after their loss or destruction. The same type of trees shall be replanted at the solid waste facility by Corporation should these trees not survive for any reason.

19. Restrictions on Hazardous Waste Disposal

Corporation, during the initial term and extending until twenty (20) years after final closure, shall not knowingly transport hazardous waste to the solid waste facility nor it shall knowingly dispose hazardous waste in the active fill area or at any other location at the solid waste facility without written approval of the Department of Natural Resources, of the County and of the City. Corporation, in addition, shall not knowingly allow its agents, its authorized transporters, or any other persons to transport hazardous waste to the solid waste facility nor shall it knowingly allow them to dispose hazardous waste in the active fill area or at any other location at the solid waste facility without written approval of the Department of Natural Resources, of the County and of the City. This provision shall in no way be

construed or interpreted by any person or persons to be less stringent than any regulations of the Department of Natural Resources that relate to the disposal, storage or treatment of hazardous waste at any location, including in the active fill area and at any other location at the solid waste facility. This provision shall in no way be construed or interpreted by any person or persons to mean that the County or the City authorize or approve in any way the disposal, storage or treatment of hazardous waste at the solid waste facility or at any operations related thereto.

20. Operation Terms

A. Initial Term and Extension

The length of the initial term of this contract shall be from the effective date of this contract until final closure (as final closure is defined in the Definition Section in Article I) of the solid waste facility, unless an extended time at final closure and beyond final closure is so noted in any of the specific sections or subsections of this contract.

B. Disposal Operations, Storage Operations and Treatment Operations

Corporation, during the initial term, shall be allowed to construct, repair, maintain and to close the solid waste facility and it shall be allowed to conduct solid waste disposal operations at the solid waste facility.

Corporation, during the initial term, shall conduct solid waste disposal operations and it shall allow solid waste disposal operations by its agents at the solid waste facility subject to the

C. Initial Operations, Closure Operations and Post Closure Operations

Corporation, during the initial term, shall be fully responsible to the County and to the City to properly maintain, properly construct, properly repair and to properly close the active fill area at the solid waste facility and to properly conduct the disposal operations and authorized storage operations at the solid waste facility.

Corporation, after the date of final closure and extending until twenty (20) years after final closure, shall be responsible to the County and to the City to provide the proper long term care operations at the active fill area and at other locations at the solid waste facility.

Corporation, during the initial term and extending until twenty (20) years after final closure, shall be responsible to the County and to the City to take any appropriate and necessary removal actions at the active fill area or at any other location at the solid waste facility and to take any appropriate and necessary remedial actions at the active fill area or at any other location at the solid waste facility.

Corporation, after the date of final closure, shall cease transportation of solid waste or hazardous waste to the active fill area and shall prevent any further transportation of solid waste or hazardous waste to the active fill area at the solid waste facility, shall cease disposal of any solid waste or any hazardous waste and shall prevent any further disposal of solid waste or

hazardous waste at the active fill area; and shall not conduct any disposal operations, storage operations or treatment operations at the active fill area or at any other location at the solid waste facility and shall not allow any disposal operations, storage operations or treatment operations at the active fill area or at any other location at the solid waste facility; unless an expansion has been approved by the Department of Natural Resources, and if, in addition, the Corporation has complied with or will comply with any existing federal, state and municipal solid waste facility laws, regulations and ordinances applicable at the time of the approved expansion.

Corporation, during the initial term, and extending until twenty (20) years after final closure, may conduct solid waste disposal operations, solid waste storage operations or solid waste treatment operations at any locations, excluding at the active fill area, at the solid waste facility and may allow further solid waste disposal operations, solid waste storage operations or solid waste treatment operations at any locations, excluding at the active fill area, at the solid waste facility, if these disposal operations, storage operations or treatment operations at the solid waste facility are an expansion of the solid waste facility and this expansion has been approved by the Department of Natural Resources and if, in addition, the Corporation has complied with or will comply with any existing federal, state and municipal solid waste disposal facility laws, regulations and ordinances applicable at the time of the approved expansion.



D. Local Approvals

Corporation, its agents and its authorized transporters, for the initial term and extending until twenty (20) years after final closure, shall be subject to all preexisting local approvals that are applicable to Corporation, its agents and its authorized transporters and where these preexisting local approvals have not been waived or have been released by the County or by the City. During that time period, the active fill area, the solid waste facility, the uses and the activities of the active fill area and of the solid waste facility, the operations at the active fill area and at the solid waste facility and any uses, activities and operations at operations related thereto and at other locations in the County of Dodge shall be subject to all the preexisting local approvals of the County and the City that are applicable to the Corporation and that have not waived or been released by the County or by the City.

No preexisting local approvals of the County or of the City have been made inapplicable by this contract for Corporation, for its agents, for its authorized transporters or for any other persons, nor have these preexisting local approvals been made inapplicable to the active fill area, the solid waste facility, to the uses and activities of the solid waste facility or to any operations at the solid waste facility or to any uses, activities and operations at operations related thereto or at any other location in the County of Dodge.

On the date of final closure and extending until twenty

(20) years after final closure, Corporation, the active fill area, the solid waste facility, the uses and activities of the active fill area and of the solid waste facility, the operations at the active fill area or at solid waste facility and any uses, activities or operations at operations related thereto or at other locations in the County of Dodge are subject to any preexisting local approvals of the County or the City existing at or during that time that are applicable to Corporation, to its agents, to its authorized transporters, to the active fill area, to the solid waste facility, to any uses or activities of the active fill area or of the solid waste facility and are applicable to any operations at the solid waste facility and are applicable to any uses, activities and operations at operations related thereto or at any other location in the County of Dodge, unless the preexisting local approvals then existing are then waived or then released by the County or by the City or the local approvals are inconsistent with then existing particular sections, subsections or provisions of this contract. If and when such inconsistencies exist, the particular section, subsection or provision of the preexisting local approvals existing at this time that is inconsistent with any particular section, subsection or provision of this contract will not, as a local approval, be enforced or made applicable to Corporation, to its agents, to its authorized transporters, to the active fill area, to the solid waste facility, to the uses and activities of the active fill area or the solid waste facility or to the operations at the active fill area or the solid waste

facility or to uses, activities or operations at operations related thereto or at any other location in the County of Dodge, until the termination date of the specifically extended section, subsection or provision of this contract. At that time, the preexisting local approvals then existing at that time will become fully enforceable and made applicable to Corporation, to its agents, to its authorized transporters, to the active fill area, to the solid waste facility, to the uses and activities of the active fill area and the solid waste facility and to the operations at the active fill area or at the solid waste facility and to uses, activities and operations at the operations related thereto or at any other location in the County of Dodge.

#### ARTICLE IV

##### FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1. Indemnification to the County, to the City and the Town of Williamstown.

Corporation, during the initial term and extending until twenty (20) years after final closure, shall indemnify, hold harmless, support and defend the County and the City, and the Town of Williamstown, their respective officers, their respective employees, their respective agents and the Local Committee members appointed under Sec. 144.445, Wis...Stats., from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorney's fees, removal action costs and remedial

action costs), interest and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit, action or right or action (in law or equity) as a result of any injury (including death) or damage to any person or property, against the County, the City, the Town of Williamstown, their respective officers, their respective employees, their respective agents or the Local Committee members appointed under Sec. 144.445, Wis. Stats., brought by any person where such injury or damage arises in any way as a result of any anticipated or unanticipated occurrences, including any act of omission, negligent or otherwise, of the parties indemnified hereunder, that result from the actions or negligence of Corporation or its agents in connection with the active fill area, with the solid waste facility and with this contract, including, but not limited to, occurrences related to or associated with the negotiation/arbitration process that occurred pursuant to Chapter 144, Wis. Stats., occurrences which result from the actions or negligence of Corporation or its agents in connection with the disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility or at operations related thereto and occurrences which result from the actions or negligence of Corporation or its agents in connection with any disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility or at any operations related thereto.

Except as provided below, the above noted provision shall include full reimbursement to the County, to the City, to the Town of Williamstown, to their respective officers, to their respective employees, to their respective agents and to the Local Committee by Corporation of the legal fees and the legal costs of any legal defense by the County, by the City, by their respective officers, by their respective employees, by their respective agents and by the Local Committee members appointed under Sec. 144.445, Wis. Stats. Additionally, except as provided below, the County, the City, and the Town of Williamstown and the above noted persons shall have the right to select for legal defense their own attorney(s) with full reimbursement for any legal fees and costs to be made to it or them by Corporation.

Notwithstanding the language above, the Corporation need not indemnify the County, the City, the Town of Williamstown, their respective officers, their respective employees, their respective agents or the Local Committee members appointed under Sec. 144.445, Wis. Stats., where it is found by a court of competent jurisdiction that the injury or damage was more the result of the intentional acts or by a wanton or willful acts of the County, the City, the Town of Williamstown, their respective officers, their respective employees, their respective agents or the Local committee members appointed under Sec. 144.445, Wis. Stats., or any combination thereof than the result of actions or negligence of the Corporation or its agents or Corporation need not indemnify the County, the City, the Town of Williamstown, their respective officers, their

respective employees, their respective agents or the Local Committee members appointed under Sec. 144.445, Wis. Stats., where it is found by a court of competent jurisdiction that the injury or damage was more the result of the negligent acts of the County, the City, the Town of Williamstown, their respective officers, their respective employees, their respective agents or the Local Committee member appointed under Sec. 144.445, Wis. Stats., or any combination thereof than the result of actions or negligence of the Corporation or its agents. All claims for indemnification by the City, County, or Town of Williamstown under this Section shall be asserted and resolved as follows:

(i) In the event that any claim or demand for which Corporation would be liable to City, County, or Town of Williamstown (hereinafter referred to as "Indemnatee") hereunder is asserted against or sought to be collected from Indemnatee by a third party, Indemnatee shall promptly notify, in writing, Corporation of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand). This written notification shall be referred to as the "Claim Notice". Corporation shall have fifteen (15) days from the time the Claim Notice is given or such shorter time as may be reasonably required under the circumstances (the "Notice Period") to notify the City, the County, or Town of Williamstown (a) whether or not the liability of Corporation to such party hereunder with respect to

such claim or demand is disputed and (b) whether or not Corporation desires at its sole cost and expense, to defend the Indemnitee against such claim or demand.

(ii) In the event that Corporation notifies Indemnitee within the Notice Period of the desire to defend the Indemnitee against such claim or demand, except as hereinafter provided, Corporation shall have the right to defend by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by it to a final conclusion. To the extent that a defense against any such claim or demand or any portion thereof is finally unsuccessful, it shall conclusively be deemed an indemnification obligation of Corporation. If the Indemnitee desires to participate in, but not control, any such defense or settlement it may do so at its sole cost and expense.

(iii) If Corporation elects not to defend the Indemnitee against any claim or demand, whether by not giving the Indemnitee timely notice as provided above or otherwise, then such claim or demand shall be conclusively deemed an indemnification obligation of Corporation hereunder. In the event Indemnitee decides to defend against such claim or demand Indemnitee's costs and expenses shall not be deemed an indemnification obligation of Corporation.

(iv) Disputes regarding the liability of Corporation to Indemnitee under this Section shall be resolved by arbitration in the manner provided in Section IV 5.C. While awaiting resolution of such disputes, costs incurred from any action taken by a party to protect its interest or any loss suffered due to inaction may

be the subject of a claim brought before the arbitration panel handling the dispute as to liability.

2. Bonds

A. Corporation Bonds for the County and for the City

Corporation, within twenty (20) days after the effective date of this contract shall provide to the County and to the City and then Corporation shall maintain until ten (10) years after final closure two separate cash bonds with one cash bond provided to the County and the other cash bond provided to the City. These cash bonds are to be deposited with a third party escrow agent mutually acceptable to the Corporation, the County and the City as financial security to the County and to the City to insure or partially insure that Corporation will comply with the conditions noted herein. These bonds may not be assigned, modified or released by Corporation until ten (10) years after final closure, unless with written approval by both the County and the City. Each individual cash bond to the County and to the City shall be for the initial amount of fifteen thousand dollars (\$15,000.00). These bonds are provided to and maintained for the County and for the City to establish for or to at least partially establish for the County and the City with specific financial security that:

1. Corporation, during the time period required for maintenance of these bonds, shall fully comply with all the terms and conditions contained in this contract.



2. Corporation, during the time period required for maintenance of these bonds, shall faithfully and properly construct, repair, maintain, close and provide long term care in the active fill area or at any other location at the solid waste facility and that Corporation will properly conduct disposal operations, storage operations, treatment operations and long term care operations at the solid waste facility in accordance with the federal and state laws and in accordance with the federal and state regulations, orders, permits and licenses.
3. Corporation, during the time period required for maintenance of these bonds, shall save harmless, indemnify and defend the County, the City, their officers, their employees, their agents and the Local Committee and its members as appointed under Sec. 144.445, Wis. Stats.: (1) from any costs, expenses and damages incurred by the County, by the City and by the above noted persons through the failure of Corporation to faithfully and properly construct, operate, repair, maintain, close the solid waste facility and to faithfully and properly provide long term care in the active fill area or at any other location at the solid waste facility and to properly conduct the disposal operations, storage operations, treatment operations and long

term care operations at the solid waste facility as required by this contract. These costs, expenses and damages related to the solid waste facility incurred by the County, by the City or by the above noted persons may have been incurred by actions taken by the County, by the City or by the above noted persons to correct improper conditions in the active fill area or at any other location at the solid waste facility. These costs, expenses and damages incurred by the County or by the City may specifically include, but are not limited to municipal delinquent property tax costs, municipal special assessment costs, any remedial action costs and expenses or any removal costs and expenses incurred. In addition, these costs, expenses and damages may include other costs or expenses incurred by action taken by the County or by the City to correct any violation of the terms of this contract. Finally, these costs, expenses and damages may include any labor costs and any equipment costs incurred by the County or by the City, whenever the County or the City or both determine that it is appropriate and necessary for any one or both of them to correct any improper condition in the active fill area or at any other location at the solid waste facility where the improper conditions are in

violation of any term or condition of this contract or (2) from any costs, expenses and damages incurred by the County, by the City or by the above noted persons related to the solid waste facility and as a result of any violation by Corporation of: (a) federal or state laws, (b) federal or state regulations, (c) federal or state permits, (d) this contract; (3) from any costs, expenses and damages incurred by the County, by the City or by the above noted persons related to the solid waste facility and as a result of the negligent acts, wanton or willful acts or intentional tortious acts of Corporation or its agents and wherein Corporation will, pursuant to Article IV, Section 1, save harmless, indemnify and defend the County, the City, their officers, their employees, their agents and the Local Committee and its members appointed under Section 144.445, Wis. Stats., from any claim against the above noted persons for costs, expenses and damages incurred by a third party due to the negligent acts, wanton or willful acts or intentional acts of Corporation or its agents towards any third party where those acts are related to the solid waste facility, including acts related in any way to the disposal operations, storage operations, treatment operations or long term care

operations in the active fill area or at any other location at the solid waste facility, or that are related, in any way, to the disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility.

4. Corporation, during the time period required for maintenance of these bonds, shall properly and in a timely manner reimburse the County or the City or both for any reasonable legal costs and legal fees incurred by the County or by the City or both in their enforcing this contract against Corporation.

The individual cash bonds will be held in escrow by a third party escrow agent acceptable to the County, the City and the Corporation, pursuant to a mutually agreeable escrow agreement entered into by the City, County, Corporation and the escrow agent.

B. Increase in Bond Amount and Enforcement of Bond

Corporation shall maintain the approved cash bonds with the third party escrow agent for the term and for the amounts required. On each anniversary of this contract, while solid waste is being accepted for disposal at the active fill area, the Corporation shall deposit an additional five thousand dollars (\$5,000.00) with the escrow agent for each of the two (2) cash bonds; provided, however, that the Corporation shall be required to maintain a maximum balance in each of the two (2) cash bonds of Seventy-five Thousand Dollars (\$75,000.00). Failure by Corporation

to provide and to maintain the cash bonds with the third party escrow agent and failure by Corporation to provide and maintain the two cash bonds in the proper amount without the specific written approval of both the County and of the City shall provide either the County or the City or both the right to seek and obtain a court order to compel compliance with the provisions hereof.

The third party escrow agent may invest the cash bond amounts it has on deposit plus the interest received from those investments in (i) U.S. Treasury obligations, (ii) obligations of agencies of U.S. government, (iii) repurchase agreements utilizing the investments in (i) and (ii) and (iv) certificate of deposit of U.S. banks. All interest and dividends earned by the sums deposited shall be returned to and shall belong to Corporation, but the interest, the dividends and the total cash amount required for the bonds shall not be returned to the Corporation from the third party escrow agent until ten (10) years after final closure, until written approval for release of the bond amounts is obtained by Corporation from both the County and the City or unless a court order for release of the bond amounts from a court of competent jurisdiction is obtained by Corporation, whichever date is earlier.

Without prejudice to any other rights, under this contract or otherwise, the County or the City, upon written notice to the Corporation, shall have the right, but not the obligation, to draw upon their individual cash amounts of their individual bonds plus any interest or dividends earned on that bond in the manner set forth in subsection A to fully or partially compensate

or to fully or partially reimburse the County or the City, their officers, their employees, their agents or the Local Committee or its members appointed under Section 144.445, Wis. Stats., for any loss, damages, injury, costs, expenses or liability incurred by the County, by the City or by the above noted related to the solid waste facility and caused by reason of any failure on the part of Corporation or its agents to comply with any one of the four (4) conditions noted in subsection A..

Corporation, within ten (10) days of receipt from either the County Treasurer or the City Treasurer of a written statement describing the amount drawn upon the cash bond and the current amount now held by the third party escrow agent, shall, if necessary to maintain the required amount in the cash bond, deposit a sufficient amount with the third party escrow agent to again meet the minimum amount at that time required to be deposited with the third party escrow agent. Failure of Corporation to comply with this provision will allow the County or the City or both to take the appropriate court action noted in this subsection.

Corporation, in lieu of a cash bond for the County and the City, may, with written approval of both the County Board and the City Council, provide to both the County and the City a corporate surety bond or an irrevocable letter of credit in the required amounts noted previously in this subsection.

3. Road Reconstruction, Repair and Maintenance Costs

A. Payment for Maintenance of Roadway

County, during the initial term and extending until

twenty (20) years after final closure, shall be responsible for maintenance of the portion of County Trunk V north of S.T.H. 33 to Raasch's Hill Road. The County shall be responsible to Corporation to maintain the above noted portion of County Trunk V based on its normal maintenance schedule and based on its normal maintenance methods. Maintenance, for this subsection, does not include resurfacing or reconstruction of the described roadway. Corporation shall reimburse County annually for the portion of maintenance expense for the described roadway during the initial term which is allocable to the use of the roadway by Corporation, its agents, and authorized transporters.

Within thirty (30) days of the effective date of this contract, Corporation shall retain the services of a qualified traffic engineer to conduct a study of the traffic flow on said portion of County Trunk V. Such study shall ascertain the percentage of the total traffic flow on said portion of County Trunk V attributable to vehicles travelling to and from the solid waste facility. Such study is to be completed and County and Corporation are to each be provided with a copy of the same. Corporation may cause an updated traffic study to be performed from time to time during the initial term of this contract at its cost, if necessary to obtain an accurate analysis of the traffic flow.

On or before January 30th of each year during the initial term commencing January 30, 1990, the County shall deliver an itemized statement of the maintenance expense for the described portion of roadway during the preceding calendar year. Corporation will pay

to the County Treasurer, within fifteen (15) days after receipt of such statement, that percentage of the reasonable and necessary maintenance expense that the vehicular traffic flow to and from the solid waste facility bears to the total volume of vehicular traffic on the above noted portion of C.T.H. V as determined by the traffic flow study. Payments for 1989 shall be prorated from the effective date of this contract, and payments for the year of final closure of the active fill area shall be prorated to the date of final closure.

4. Compensation to Persons for Diminution of Property Value Damages

Corporation, during the initial term, shall notify and shall inform by certified mail the individuals noted in Exhibit "D", their heirs or their assigns within twenty (20) days after the effective date of this contract, that these noted individuals or their heirs or their assigns are entitled to a real estate appraisal on their described real property noted in Exhibit "D" or that portion thereof, used for residential, and not agricultural, commercial or other purposes to determine a diminution of value award, if any, on their residential real properties as a result of the transportation to and from the solid waste facility, as a result of the disposal of solid waste at the active fill area at the solid waste facility and as a result of any disposal operations, storage operations, treatment operations or long term operations at the solid waste facility. Corporation shall in the notice also inform these individuals or their heirs or their



assigns that the expense of the appraisal shall be paid by Corporation and that should any diminution of value award over an amount of One hundred dollars (\$100.00) be awarded by the appraisers selected pursuant to this section, these individuals or their heirs or their assigns will be entitled to a specific dollar amount from Corporation which shall be established by the diminution or value award. Corporation shall, moreover, notify the individuals or their heirs or their assigns in this notice that, in order to be eligible for a diminution of value award on their residential real property from Corporation, that they must have owned the property in fee simple on the date the Department of Natural Resources determined the feasibility report for the solid waste facility to be complete and that they are only entitled to such diminution of value award upon the actual sale of their residential properties. County shall approve the form and content of the notice to be sent to these individuals prior to the mailing of the notice by Corporation.

To be eligible for diminution of value award such individuals must place their property on the market for sale with a real estate broker licensed under the laws of the State of Wisconsin. At such time as the applicable property is offered for sale, the owner or his/her agent must provide the Corporation and the County with both the name of the broker with whom such residential real property is listed and a copy of the listing agreement.

Within twenty (20) days after the receipt of the listing information, Corporation and the County shall each select and

retain one appraiser. Each appraiser retained must have, at a minimum, a designated membership from the American Institute of Real Estate Appraisers or be recognized by the Society of Real Estate Appraisers. Corporation shall be responsible to compensate the appraiser selected by Corporation for his fees and costs for the appraisal of the real property owned by the above mentioned individuals. These fees and costs shall be paid by Corporation within twenty (20) days of its receipt of the bill for services rendered from its appraiser.

Each appraiser shall appraise the residential real property at its fair market value both (1) as of that day and (2) as of that day but making the sole additional assumption that the solid waste facility had never been constructed.

Upon timely completion of their individual appraisals of the real property, the two appraisers shall meet and shall then attempt to arrive at an agreed single diminution of value amount for the eligible property owner. If the two appraisers cannot agree upon diminution of value amount for any one or for all of the eligible property owners, the two appraisers shall then mutually select and retain a third appraiser. Within ten (10) days after being retained, the third appraiser shall individually appraise the residential real property at its fair market value both (1) as of that day and (2) as of that day but making the sole additional assumption that the solid waste facility had never been constructed. This diminution of value amount selected by the third appraiser will be the maximum amount of the diminution of value

compensation. When the agreed maximum diminution of value compensation for the eligible property owners have been reached by the two appraisers, or the maximum amount of the diminution of value compensation has been reached by the third appraiser pursuant to this section, whichever is applicable, these two appraisers or three appraisers, if applicable, shall submit copies of their final appraisals and their final diminution of value computations for the eligible property owners to the Corporation, to the County Clerk of the County of Dodge, and to the eligible property owner.

Within thirty (30) days after receiving written notice of the closing of the sale of the subject residential real property pursuant to a bona fide arm's length offer to purchase and the amount of the sale price of said residential real property (which notice shall be accompanied by a copy of the offer to purchase, closing statement and such other closing documents as Corporation may reasonably request), Corporation shall pay directly to the eligible property owner the amount by which the greater of (1) the actual sales price or (2) the fair market value of the residential real property, is less than the fair market value of the residential real property assuming that the solid waste facility had never been constructed. No diminution of property value compensation shall be paid if the subject residential property is transferred other than pursuant to a bona fide third party offer to purchase.

Eligible individuals, who hold real property in joint tenancy or tenancy in common, shall receive only one diminution of

value compensation with the amount made payable to both joint tenants or to both tenants in common.

The payment to and acceptance of any diminution of value compensation by any of the eligible individuals shall not incur to those individuals any liability or responsibility for the solid waste facility or for any action related to or associated with the solid waste facility or to this contract, nor shall any acceptance of payment be deemed a waiver of any legal rights that those individuals or their heirs or their assigns may now have or may have in the future against Corporation, against its agents, against the County, against the City or against the Local Committee. To the extent that the receipt of any diminution of value compensation may subject the individuals in any way to a legal claim or legal action by any person, Corporation shall provide these individuals the same indemnity and liability protections as provided to the County and to the City in Article IV, Section 1 of this contract.

5. Compensation for Costs, Expenses and Damages to the County, to the City and to the Other Municipal Service Units

A. General Reimbursement of Costs, Expenses and Damages

Corporation, during the initial term and extending until twenty (20) years after final closure, shall fully reimburse the County, the City, the Town of Williamstown, the appropriate municipal fire service units in the County of Dodge and the appropriate municipal ambulance service units in the County of Dodge within twenty (20) days after the County, the City, the Town

of Williamstown, the appropriate municipal fire service units or the appropriate municipal ambulance service units submits to the Corporation a written invoice documenting for the Corporation the total dollar amount due from Corporation, for the reasonable and necessary costs, for the reasonable and necessary expenses incurred and for the actual damages incurred by the County, the City, the Town of Williamstown, the appropriate municipal fire service units or the appropriate municipal ambulance service units in their responding to certain occurrences individually or jointly and then acting individually or jointly upon certain occurrences, namely:

1. Fires, explosions, accidents or any other emergencies occurring at the active fill area or at any other location at the solid waste facility, or any fires, explosions, accidents or any other emergencies occurring at any other location in the County of Dodge which occurred as a direct result of the transportation to and from the solid waste facility of solid waste or hazardous waste by Corporation or by its agents, which occurred as a direct result of the disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility, or which occurred as a direct result of the disposal operations, storage operations, treatment operations or long term care operations

at the active fill area or at any other location at the solid waste facility.

2. Solid waste or hazardous waste discharges occurring in the active fill area or at any other location at the solid waste facility, or solid waste or hazardous waste discharges occurring at any other locations in the County of Dodge, which occurred as a direct result of the transportation to and from the solid waste facility of solid waste or hazardous waste by Corporation or by its agents, which occurred as a direct result of the disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility or which occurred as a direct result of any disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility. These costs and expenses incurred by the above noted municipalities and by the appropriate municipal service units may specifically include any remedial action costs and any removal action costs.
3. Any other occurrences at the solid waste facility which occurred as a direct result of disposal, storage or treatment of solid waste or hazardous waste in the active fill area or at any other location at the solid waste facility or which

occurred as a direct result of disposal operations, storage operations, treatment operations or long term care operations at the solid waste facility where the County, the City, the Town, the appropriate municipal fire service units or the appropriate municipal ambulance service units determined jointly or individually that it was appropriate and necessary for the individual municipality and/or the appropriate municipal service unit to incur reasonable and necessary costs and reasonable and necessary expenses in providing specific services and specific benefits in order 1) to prevent a public nuisance in the County of Dodge, 2) to protect the public health, safety and welfare of persons in the County of Dodge, or 3) to protect the natural resources in the County of Dodge and, in addition, that the above noted individual municipalities and/or the appropriate municipal service units then determined it was appropriate and necessary that Corporation reimburse the municipality and/or the appropriate municipal units for providing the specific services and for providing the specific benefits. These services and benefits provided by the appropriate municipalities and/or by the appropriate municipal units to the Corporation may include any remedial action costs

or any removal action taken by these municipalities or municipal service units.

The County, the City, the Town of Williamstown, the appropriate municipal fire service units or the appropriate municipal ambulance service units shall be entitled under this subsection for reimbursement or payment from Corporation for their specific costs, their specific expenses and their specific damages incurred in their providing specific services and specific benefits

- 1) if the total amount of the costs, expenses and damages that were incurred by the individual municipality or by the individual municipal service unit when submitted by written invoice by the individual municipality or by the individual municipal service unit to the Corporation was more than Twenty (\$20.00) dollars in amount,
- 2) if the specific costs, expense and damages submitted for payment to Corporation were incurred by the individual municipality or by the appropriate municipal service unit and these costs, expenses and damages, were at the time the specific services and the specific benefits were provided, the type and amount of costs, expenses and damages that would be normally assessed directly to or normally charged directly to any person or persons by that municipality or by that appropriate municipal service unit for the specific services or specific benefits provided, and 3) such public services are over and above those normally provided to residents by the County, City or Town of Williamstown.

Notwithstanding the foregoing, Corporation retains the right to retain the services of private fire service units or private



ambulance service units, as it deems appropriate, to respond to any of the above noted occurrences. Corporation also retains the right to prevent access by municipal fire service units and municipal ambulance service units to any location at the solid waste facility in responding to any of the above noted occurrences when the Corporation has exercised its right to retain private fire service units or private ambulance service units to respond to said occurrences.

Any controversy or claim by the County or the Corporation arising out of or relating to the amount due to the County from Corporation or paid from Corporation to the County pursuant to this subsection shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Chapter 788, Wis. Stats., or its successor chapter. Judgment upon the award rendered by the arbitrators may be entered in any court in the State of Wisconsin having competent jurisdiction. The party losing in arbitration will pay any reasonable attorney's fees and the legal costs of the winning party or parties.

B. Reimbursement for Negotiation Expenses

Corporation, shall, no later than thirty (30) days after the effective date of this contract, pay to the County twenty-thousand dollars (\$20,000.00) to reimburse, to the maximum extent allowed under Section 144.445, Wis. Stats., the County and the City for their actual costs and their actual expenses incurred as a result of the County and of the City participating in the

negotiation, mediation and arbitration process through the Local Committee as established in Chapter 144, Wis. Stats. The above noted amounts for these Local Committee costs and expenses shall be paid by the Corporation to the County Treasurer of the County of Dodge. The County and the City, upon receipt of the above payment, shall then meet and allocate between the County and the City the amount received based on the percentage of previous costs and previous expenses incurred by both the County and by the City in the negotiation, mediation and arbitration process established in Chapter 144, Wis. Stats.

C. Reimbursement to the County for Administrative Costs and Expenses

Corporation, during the initial term and extending until twenty (20) years after final closure, shall annually reimburse the County by January 25, commencing with the first annual reimbursement payment due on or before January 25, 1990 for the year 1989, for the reasonable and necessary clerical costs and expenses and for the reasonable and necessary administrative costs and expenses which the County has incurred during the prior year as a direct result of the solid waste facility, including reasonable and necessary costs and reasonable and necessary expenses associated with any provisions of this contract. The County, by January 10th of each year, and commencing first on or before January 10, 1990, shall submit to Corporation a detailed written invoice of its clerical costs and expenses and its administrative costs and expenses from the prior year where these

costs and expenses submitted to Corporation were incurred by the County as a direct result of the solid waste facility, including any reasonable and necessary costs and any reasonable and necessary expenses associated with any provisions of this contract. To require the annual reimbursement payment in any one year from Corporation, the invoice amount submitted by the County must exceed One hundred dollars (\$100.00) in amount. The County shall, in its written invoices submitted to the Corporation, include, also any copies available to them of the following:

1. copies of any receipts for proof of payment of any costs and expenses incurred as a direct result of the solid waste facility by the County in its purchase or lease of supplies and materials or its purchase or retention of services,
2. copies of any hourly billing statements or other billing statements received from employees, agents, independent contractors or professionals employed or retained by the County as a direct result of the solid waste facility.

County shall submit for payment to Corporation by its invoices only those reasonable and necessary costs and reasonable necessary expenses incurred by the County directly related to the solid waste facility, including costs and expenses directly related to this contract. These costs and expenses may be costs and expenses incurred by the County related to or associated with its providing or purchasing necessary clerical and administrative

services. These costs and expenses may also be costs and expenses incurred by the County related to or associated with its providing or purchasing necessary clerical and administrative materials and supplies. Clerical and administrative service costs and expenses may include, but are not limited to, municipal secretarial and municipal supervisory wage and salary costs, public official per diem costs and any costs and fees for retained professional and technical personnel. Clerical and administrative material and supply costs and expenses may include, but are not limited to, long distance telephone costs, copying costs, solid waste educational material purchase costs, file cabinet purchase costs, travel and lodging costs, stationery purchase costs, stamp purchase costs, public meeting publication costs and solid waste seminar attendance costs.

The maximum amount required to be reimbursed by Corporation for any one year for the above noted clerical and administrative costs and expenses to the County shall be two thousand five hundred dollars (\$2,500.00) per year. These clerical and administrative costs and expenses to be reimbursed and to be paid by Corporation are to be reasonable and necessary costs and reasonable and necessary expenses that are costs and expenses that are over and above other specific costs and other specific expenses to be reimbursed and paid by Corporation pursuant to other provisions of this contract.

Any controversy or claim by the County or the Corporation arising out of or relating to the amount due the County or amount

paid by Corporation to the County for the above noted costs and expenses reimbursement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Chapter 788, Wis. Stats., or its successor chapter. Judgment upon the award rendered by the arbitrators may be entered in any court in Wisconsin having competent jurisdiction. The party losing in arbitration will pay the reasonable attorney's fees and legal costs of the winning party.

#### ARTICLE V

##### COMPENSATION TO THE TOWN OF WILLIAMSTOWN

Corporation shall, during the initial term of this contract, make the transfer station located at the solid waste facility available to the residents of the Town of Williamstown for the purpose of disposal of their garbage, rubbish, and refuse, on each and every Saturday from the hours of 8:00 a.m. until 12:00 p.m., at no charge. In the event that the Saturday of any given week is a legal holiday, an alternative time of the same duration shall be provided by Corporation within the same week, which alternative time shall be posted at the site on the Saturday preceding the week in which the alternative is to be used. Corporation shall also provide access for Town of Williamstown residents who own or operate farms in the Town of Williamstown for dump trucks and similar farm vehicles to enter the solid waste facility to dispose of garbage, rubbish and refuse. Such access would also be limited to the hours set forth above in this Article V, including the

provision for an alternative day in the event a legal holiday occurs on a Saturday.

ARTICLE VI

CONTRACT PROVISIONS

1. Notice to Parties

Under this contract any notices required by the terms and conditions of this contract are, at minimum, to contain the address and names of the parties as noted below, are to be sent by first class mail to these parties and are to be considered by each party as written notice when received. It is further understood that the County, the City, the Corporation and the Local Committee each be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with a written notice of "address change" or "name change". The notices shall be sent by registered mail to the addresses noted below. The current names and addresses are:

Hechimovich Sanitary Landfill, Inc., at N7296 Hwy. V, Horicon,  
Wisconsin 53032.

Dodge County Local Committee, in care of the County Clerk of  
the County of Dodge at Dodge County Courthouse, Juneau,  
Wisconsin 53039.

County of Dodge in care of the County Clerk of the County of Dodge at Dodge County Courthouse, Juneau, Wisconsin 53039.

City of Mayville in care of the City Clerk of the City of Mayville at 2 North Main Street, Mayville, WI 53050.

2. Headings

Under this contract, the titles to paragraphs of this contract as provided by the Waste Facility Siting Board are for informational purposes only, except where it may be necessary to an understanding of the content of the paragraph.

3. Governing Law

This contract and the provisions contained therein will be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Wisconsin.

4. Waiver

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

5. Complete Award

This contract supersedes any prior contract or agreement, whether oral or written that was or may have been negotiated pursuant to Section 144.445, Wis. Stats. between the County, the City, Corporation and the Local Committee.

In addition, this contract, unless addressed specifically to the contrary in any provisions of this contract, does not address nor does it determine for the County, the City, the Corporation or the Local Committee the following:

1. The applicability or non applicability and the enforceability or non enforceability of any non pre-existing local approvals of the County or of the City related to any uses at anytime of the solid waste facility or related to any activities or operations at anytime related to or associated with the solid waste facility by any persons not directly subject to this contract.
2. The applicability or non applicability and enforceability or non enforceability of any non pre-existing local approvals of the County or of the City related to any uses of the land wherein the solid waste facility is located or related to any activities or operations at anytime related to or associated with the solid waste facility by Corporation, or by any other persons where these uses of the land wherein the solid waste facility is located and where these activities and operations related to the solid waste facility are not related in any way to or associated in any way with any solid waste disposal uses of the solid waste facility, with any solid waste disposal activities



or with solid waste disposal operations at the solid waste facility or with any solid waste long term care operations at the solid waste facility.

3. The applicability or non applicability and the enforceability or non enforceability of any non pre-existing local approvals of the County or of the City for any activities or operations by Corporation, or by any other persons that are beyond the active fill area and beyond the solid waste facility and that are activities or operations occurring at operations related thereto or at any other locations in the County and where these activities or operations may or may not be related to or associated with any solid waste disposal operations, with any solid waste storage operations, with any solid waste treatment operations or any solid waste long term care operations.

6. Amendment

This contract may be amended only by either a mutually stipulated written agreement between the County, the City, and the Corporation.

7. Binding Effect

This contract will bind the County, the City, the Corporation, the Local Committee, their respective legal heirs, their respective legal representatives, their respective legal successors and their respective legal assigns.

Submitted by Hechimovich Sanitary Landfill, Inc. this 19th day  
of June, 1989.



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Peter J. Ruud, Esq.  
DAVIS & KUELTHAU, S.C.  
Attorneys for Hechimovich  
Sanitary Landfill

P.O. ADDRESS

Suite 1400  
111 East Wisconsin Avenue  
Milwaukee, WI 53202

Co-Counsel

Ervin L. Doepke, Esq.  
Doepke, Hannan & Elbert, Chartered  
110 Monroe Street  
P.O. Box 698  
Beaver Dam, WI 53916

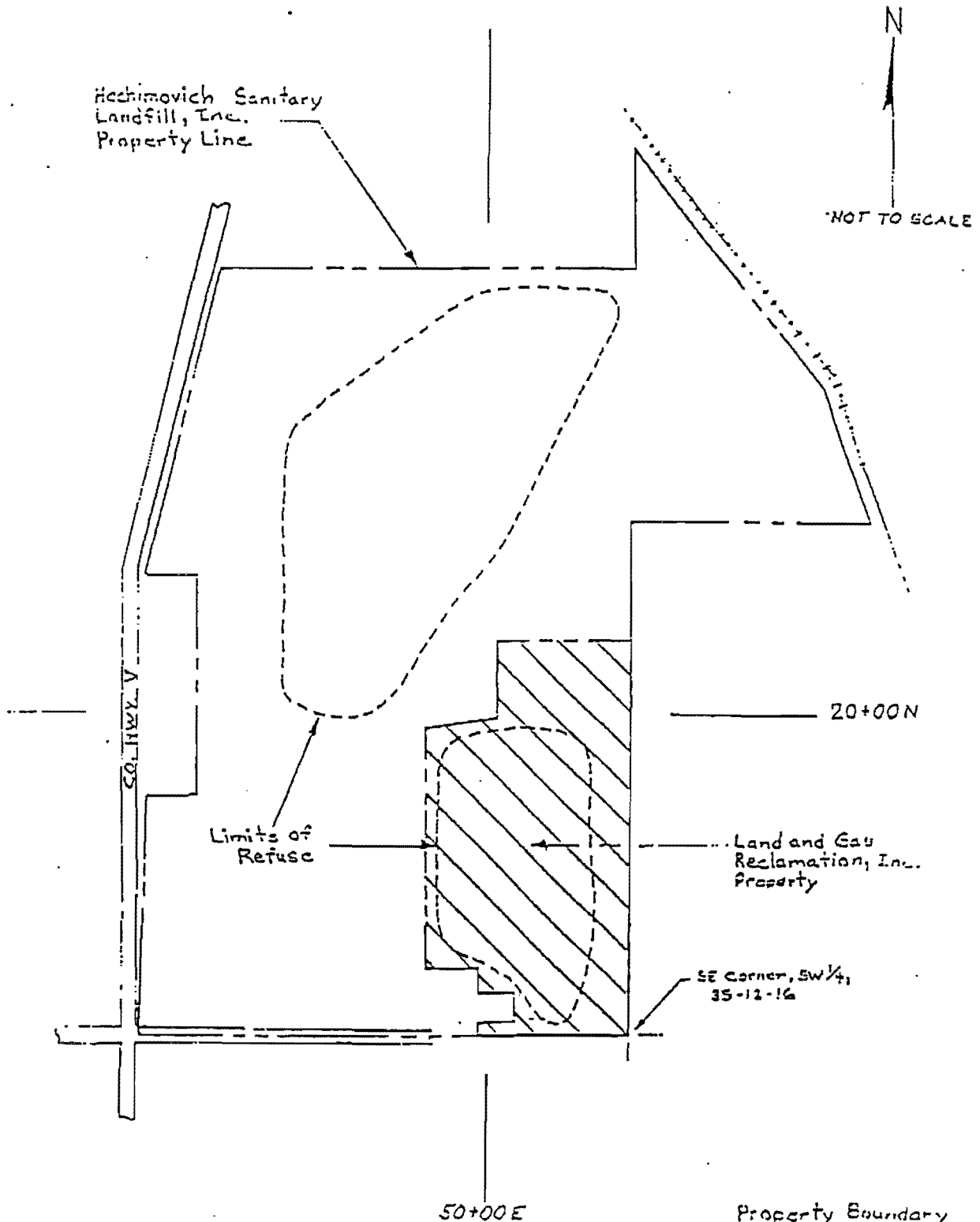


Exhibit A  
and  
Exhibit B

Property Boundary  
Hechimovich Sanitary  
Landfill, Inc.  
SW 1/4, 35-12-16  
6-15-89 ORF

EXHIBIT C  
REAL ESTATE PROPERTY DESCRIPTIONS  
COUNTY OF DODGE LOCAL COMMITTEE  
FINAL OFFER

Town of Williamstown and Town of Hubbard

\*\*627

Russel C. & Kristine A. SE 1/4 OF NE 1/4 SEC 34 EX LOT  
Schroeder 1 OF CSM IN V9 P218  
W3849 Decora Road -  
Horicon, WI 53032  
34-12N-16E

641

Russel C. & Kristine A. PT SE 1/4 SEC 34 COM E 1/4 COR  
Schroeder TH N 87DEG 57MIN 2SEC W 17.54  
W3849 Decora Road FT TO PDB TH N 87DEG 57MIN 2SEC  
Horicon, WI 53032 W 1279.10 FT TH S 8DEG 43MIN  
34-12N-16E 58SEC W 1252.05 FT TH S 87DEG  
53MIN 12SEC E 686.06 FT TH S  
1DEG 49MIN 18SEC W 565.28 FT TH  
N 88DEG 10MIN 23SEC E 722.19 FT  
TO W LN CTH V TH N 1 DEG 48MIN  
8SEC E 1403.49 FT TO BEG OF A  
CURVE TH ALG A CURVE TO A PT N  
7DEG 0MIN 21SEC E 355.05 FT FROM  
LAST DESC PT AND TO POB EX CSM  
V4 P358 & EX CSM V9 P218

\*\*641A

Lorenz A. & Wife Nitschke PT SE 1/4 OF SE 1/4 SEC 34 COM  
N7311 CTY V SE COR TH N 86DEG 31MIN 52SEC  
Mayville, WI 53050 W ALG CL RAASCH HILL RD 294 FT  
34-12N-16E TH N 1DEG 30MIN E 65.02 FT TO  
POB TH N 1DEG 30MIN E 213.43 FT  
TH S 87DEG 27MIN E 245.74 FT TO  
ROW LN CTH V TH S 1DEG 48MIN W  
121.95 FT TO PT S 2DEG 24MIN W  
60.7 FT FROM LAST DESC PT TH S  
47DEG 38MIN W 48.31 FT TO ROW  
LN TH ALG POW LN N 86DEG 32MIN  
W 209.4 FT TO POB

\*\*641B

Janice Fischer PT SE 1/4 SE 1/4 SEC 34 CSM V2  
N7351 CTY V P302  
Mayville, WI 53050  
34-12N-16E

\*641C

Roy J. and Judith A. Wilcox  
N7411 CTH V  
Mayville, WI 53050  
34-12N-16E

PT NE 1/4 SE 1/4 SEC 34 BEING  
LOT 1 OF CSM V4 P358

\*\*641D

Russel C. & Kristine A.  
Schroeder  
W3849 Decora Road  
Horicon, WI 53032  
34-12N-16E

PT OF SE 1/4 NE 1/4 & PT OF NE  
1/4 SE 1/4 SEC 34 BEING LOT 1  
OF CSM IN V9 P218

\*\*641E

Arnie E. Mueller  
328 Dayton Street  
Mayville, WI 53050  
34-12N-16E

PT SE 1/4 SE 1/4 SEC 34 BEING  
LOT 1 OF CSM IN V10 P202

\*\*645

Gerald A. Weiss  
( ) Gary Weiss  
R.1, Box 7  
Mayville, WI 53050  
35-12N-16E

THAT PT SW 1/4 NE 1/4 SEC 35 LYG  
NELY ON E RR ROW LN EX 2.04 AC  
HWY

\*\*646

Andrew A. & Wife Oechsner  
N7548 STH 67  
Mayville, WI 53050  
35-12N-16E

SE 1/4 OF NE 1/4 EX 3.85 AC HWY

647

Arnold D. Machmueller  
N7785 STH 67  
Mayville, WI 53050  
35-12N-16E

ALL THAT PT OF NE 1/4 OF NW 1/4  
E OF RR ROW SEC 35 T12N R16E  
WILLIAMSTOWN 4.30 AC

George & Kathryn Krause  
47720 CTH V  
Mayville, WI 53050  
35-12N-16E

NW 1/4 OF NW 1/4 EX 3.63 AC HWY

650A  
Russel C. & Kristine A.  
Schroeder  
W3849 Decora Road  
Horicon, WI 53032  
33-12N-16E

PT WS 1/4 OF NW 1/4 SEC 35 LYG  
WEST OF CTH V

653A  
Land & Gas Reclamation, Inc.  
P.O. Box 74  
Horicon, WI 53032  
35-12N-16E

PT E 1/2 SW 1/4 SEC 35 COM SE  
COR SW 1/4 TH N 89DEG 42MIN  
38SEC W 780.90 FT TH N 4DEG  
12MIN 7SEC E 363.30 FT TH N  
89DEG 42MIN 38SEC W 244.77 FT  
TH ODEG 5MIN 54SEC W 1183 FT TH  
N 65DEG 9MIN 30SEC E 95.52 FT  
TH N ODEG 17MIN 22SEC W 431.09  
FT TH N 89DEG 42MIN 38SEC E  
908.76 FT TH S ODEG 5MIN 54SEC  
E 2017.12 FT TO POB EX 0.57 AC  
DEDICATED FOR HWY & EX THAT PT  
OF ABOVE DESC PARC ANNEXED TO  
CITY OF MAYVILLE

\* 655  
Wayne T. & Lois Jean E. Pasbrig  
N7462 CTH V  
Mayville, WI 53050  
35-12N-16E

PT NW 1/4 SW 1/4 SEC 35 COM W  
1/4 COR SD SEC TH S ODEG 31MIN  
03SEC E 264.02 FT TH S 89DEG  
48MIN 27SEC E 46.43 FT TO POB  
TH S 89DEG 48MIN 27SEC E 244.06  
FT TH S 02DEG 29MIN 43SEC 185.95  
FT TH S 89DEG 46MIN 50SEC W  
251.30 FT TH N ODEG 15MIN 39SEC  
W 187.56 FT TO POB

\*\*655A  
Donna Mae Evans  
356 S. John Street  
Mayville, WI 53050  
35-12N-16E

PT NW 1/4 SW 1/4 SEC 35 BEING  
PARCEL DESC IN CSM V2 P203

\*\*655B  
Wayne R.A. & Wife Machmueller  
7422 CTH V  
Mayville, WI 53050  
35-12N-16E

0.69 ACRE PARCEL IN NW 1/4 OF  
SW 1/4 BEING PARCEL NO.3  
RECORDED IN 2/316 OF SURVEYS SEC  
35 T12N R16E WMSTN .69

55C  
Art August Ludjack  
R. 1, Box 243  
Markesan, WI 53946  
E 12N-16E

0.67 ACRE PARCEL IN NW 1/4 OF  
SW 1/4 BEING NO.2 RECORDED IN  
2/316 OF SURVEYS SEC 35 T12N  
R16E WMSTN .67

\*\*655D  
Wayne T. & Lois Jean E. Basbrig  
N7462 CTH V  
Mayville, WI 53050 -  
35-12N-16E

PT NW 1/4 SW 1/4 SEC 35 BEING  
PARCEL 1 OF CSM V2 P316

\*\*656  
Edward Reise  
N7416 CTH V  
Mayville, WI 53050  
35-12N-16E

PT W 1/2 OF SW 1/4 SEC 35 COM  
SW COR SD SEC TH S 89DEG 42MIN  
38SEC E 35.72 FT TH N ODEG 15MIN  
39SEC W 1138.9 FT TH N 89DEG  
44MIN 21SEC E 10 FT TH N ODEG  
15MIN 39SEC W 108.40 FT TO POB  
TH N 84DEG 46MIN 57SEC E 245.38  
FT TH N 01DEG 30MIN E 604.70 FT  
TH N 88DEG 12MIN W TO NE COR  
V529 P53 TH S 1DEG 48MIN W 202.6  
FT TH N 88DEG 12MIN W 170 FT TH  
SLY ALG ROW LN CTH V TO POB

\*\*659  
Andrew A. & Wife Dechsner  
N7548 STH 67  
Mayville, WI 53050  
35-12N-16E

NE 1/4 OF SE 1/4 SEC 35 T12N  
R16E WMSTOWN LYING E OF STH 67  
EX 3.85 HWY 31.35 AC

\*\*660  
Jerome Oechsner  
423 N. Clark Street  
Mayville, WI 53050  
35-12N-16E

NW 1/4 OF SE 1/4 EXC RR ROW SEC  
35 T12N R16E WILLIAMSTOWN 39.82  
AC

661  
Andrew A. & Wife Dechsner  
N7548 STH 67  
Mayville, WI 53050  
35-12N-16E

SW 1/4 OF SE 1/4 SEC 35 T12N  
R16E WILLIAMSTOWN 40. AC

\*\*40  
Vern A. & Denise M. Evans  
N7271 CTH V  
Horicon, WI 53032  
02-11N-16E

SEC 2 & 3 T11N R16E E 198' OF  
FRAC NE 1/4 NE 1/4 SEC 3 EX 1.20  
HWY ALSO THAT PT OF FRAC NW 1/4  
NW 1/4 SEC 2 LYING W OF  
RELOCATED CTH V