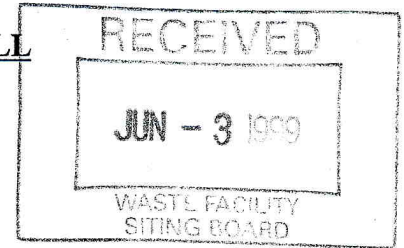


SUPERIOR HICKORY MEADOWS LANDFILL
FINAL NEGOTIATED AGREEMENT



OPERATOR:

SUPERIOR HICKORY MEADOWS LANDFILL, INC.,
A SUBSIDIARY OF SUPERIOR SERVICES, INC.

AND

AFFECTED MUNICIPALITIES:

TOWN OF CHILTON
CALUMET COUNTY

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TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by and between Superior Hickory Meadows Landfill, Inc. (SHMLI), a Wisconsin corporation (hereinafter referred to as "Operator") and the Town of Chilton and Calumet County, Wisconsin municipal corporations (hereinafter referred to as the "Affected Municipalities"), unless otherwise specified.

This Final Negotiated Agreement is the final product of the negotiating process provided for under § 289.33, Wis. Stats. This Agreement between the Negotiating Committee and the Operator shall be deemed a Final Agreement upon approval thereof by the Negotiating Committee, the Affected Municipalities and the Operator.

This Agreement shall be known as the "SHML Landfill: Final Negotiated Agreement."

OPERATOR OBLIGATION TERM SUMMARY

The Operator's obligations and requirements under this Agreement shall commence upon the date this Agreement is approved and executed by all parties, provided that the commencement date shall be deemed no later than the sixtieth day following final approval of this Agreement by the Affected Municipalities. A summary of those obligations are set forth below and shall be deemed to be obligations of the Operator for the term indicated below, unless a greater length of time is specifically noted elsewhere in this Agreement.

1. The following obligations and requirements terminate when and upon the Operator completing its Final Closure of the Active Fill Area, as approved by the DNR:
 - A. Emergency Disposal limitations.
 - B. Hours of operation of Solid Waste Facility and authorized uses, excluding construction, closure and post-closure activities.
 - C. Waste restrictions on type of waste which may be disposed of in the Active Fill Area.
 - D. Purchase agreements with residential property owners, subject to the notice provisions therein.
 - E. Tipping rebates.
 - F. Compensation paid pursuant to this Agreement to Affected Municipalities.
 - G. Litter control.
 - H. Sociological payments.
2. The following obligations and requirements terminate upon expiration of the Operator's Long-Term Care obligation for the Expansion as currently defined in Ch. 289, Wis. Stats. (1995-1996):
 - A. Existence of the Monitoring Committee.
 - B. Sampling of the wells required in the Agreement, by the DNR and by the Monitoring Committee.
 - C. Continuation of well testing requirements.
 - D. Maintenance of clay cap including vegetative cover.
 - E. Maintenance of surface water diversions, erosion and runoff controls.
 - F. Landscaping.
 - G. Final use.

- H. Maintenance of any bond or other proof of financial responsibility if required by any state agency or by this Agreement.
 - I. Continuation of air quality monitoring if required by a state agency or by this Agreement.
 - J. Compliance with all applicable laws and regulations except as waived herein.
 - K. Roadway designation and use.
 - L. Vehicle requirements.
 - M. Operator notification and reporting to Affected Municipalities.
 - N. Hours and days of operation.
 - O. Dust, dirt and debris control.
 - P. Groundwater monitoring.
 - Q. Noise, air quality, rodent, insect, fire disasters and hazard controls.
 - R. Municipal access to facility.
 - S. Active Fill Area repair, maintenance and reconstruction.
 - T. Hazardous Waste prohibitions and requirements.
 - U. Surface water, standing open water, wetland and green space controls.
 - V. Post-closure alienation and change in ownership.
 - W. Disposal, Storage and Treatment Operations.
 - X. Post-closure Site Plan.
3. Perpetuity. Operator and its successors and assigns shall be responsible for the following in perpetuity:
- A. Indemnity obligations under Article V. of this Agreement.
 - B. Post-Closure Site Plan and maintenance obligations.

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 the Operator at the Solid Waste Facility, in the area depicted and described in Exhibit A, herein incorporated by reference in this Agreement. 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.

Acknowledged Transporter means any person who is identified in writing by the Operator at any time as a transporter of Solid Waste to and from the Solid Waste Facility and/or any person who disposes Solid Waste in the Active Fill Area at the Solid Waste Facility for the purpose of conducting business-related Disposal.

Affected Municipality or Affected Municipalities shall mean the Town of Chilton and Calumet County.

Agreement or Final Agreement means this Final Negotiated Agreement, approved by the Negotiating Committee and the Operator, and thereafter approved by Town and County and accepted by the Waste Facility Siting Board as the Final Negotiated Agreement contemplated under § 289.33, Wis. Stats.

Commencement Date or Effective Date. The Commencement Date or Effective Date of this Agreement, except for any pickup or disposal services, shall begin as of the date that this Agreement is signed and approved by the Negotiating Committee, the Affected Municipalities, and the Operator.

County means Calumet County.

Department or DNR means the Wisconsin Department of Natural Resources or its successor agency. This also includes multiple agencies to the extent that the existing responsibilities of the Department of Natural Resource are divided amongst new or additional agencies.

Design Management Zone means the area defined by NR 140.22(3), Wis. Admin. Code.

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, or the dissemination of such wastes or materials by Acknowledged Transporters bringing such wastes to the Solid Waste Facility; except as legally permitted in connection with Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area.

Disposal or Dispose means the Discharge, deposit, injection, dumping or placing of Solid Waste at the Solid Waste Facility. This term does not include the Storage or the Treatment of 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, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the Solid Waste Facility, including the Waste covering at the Solid Waste Facility, where all of the above-noted activities occur any time during the term of this Agreement.

Emergency means an unforeseen circumstance at any time at the Solid Waste Facility or at any other location in the County that jeopardizes the public health, safety and welfare of persons or property in the Affected Municipalities.

Expansion means the Expansion at any time by any means by the Operator of the design capacity of the Active Fill Area of the Solid Waste Facility beyond the Final Department of Natural Resources approved capacity but, in no event, greater than 7,546,000 cubic yards of in place Solid Waste. Any increase in the height of the Active Fill Area beyond 1,040 feet above mean sea level ("M.S.L.") shall be deemed an expansion.

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

- A. the date the Operator notifies the Affected Municipalities in writing that the Operator no longer will Dispose of and will no longer allow any other person to Dispose of Solid Waste in the Active Fill Area;
- B. the date the Department orders the Operator, in writing, to no longer dispose of and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or
- C. the date the Operator has Disposed of or has allowed the Disposal in the Active Fill Area of a number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area initially approved for Disposal by the Department.

Hazardous Waste means any waste identified or defined as a Hazardous Waste by the Department, under § 289.01(12) or § 291.05(2), Wis. Stats., or regulations adopted by the Department in Chapter NR 600 through 690, Wis. Admin. Code, or its successor chapters.

Household Hazardous Waste shall have such meaning as defined by the Wisconsin Statutes, as amended, the Wisconsin Administrative Code or in rules and regulations promulgated by the Department of Natural Resources.

Initial Term shall mean the date on which this Agreement is signed by all the parties and shall continue through the date upon which the DNR approves Final Closure, but does not apply to the Operator's obligations which continue after Final Closure.

Local Approvals means any local approval as defined in § 289.33, Wis. Stats., or its successor provisions. Local Approvals shall include zoning and conditional use permits, except as otherwise specifically provided for in this Agreement.

Local Committee or Negotiating Committee shall mean the Negotiating Committee created under Chapter 289.33, Wis. Stats., which consists of four (4) Town of Chilton members and two (2) Calumet County members.

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 where all the above-noted activities occur any time following the Final Closure of the Active Fill Area. Long-Term Care Operations by the Operator shall not be considered Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area for purposes of this Agreement.

The Operator is Superior Hickory Meadows Landfill, Inc., its officers, employees, agents, subcontractors, representatives, successors or assigns. The transfer of any or all of the Operator's responsibilities under this Agreement shall not affect the continuing responsibilities of Superior Services, Inc. under this Agreement, unless the transfer under this Agreement is approved by the Town of Chilton and Calumet County.

Pre-existing Local Approvals means any Pre-Existing Local Approvals as "Pre-Existing Local Approvals" are defined in § 289.33(3)(fm), Wis. Stats., or its successor provisions. Pre-existing Local Approvals shall include zoning and conditional use permits unless otherwise specifically provided for in this Agreement.

Recyclable Materials means materials listed in § 287.07(lm)-(4), Wis. Stats., as amended from time-to-time, excepting those listed materials for which the Department has granted an exception or variance, for the period such exception or variance remains in effect.

Remedial Actions means those actions consistent with a temporary or permanent remedy which are taken instead of or in addition to Removal Actions in the event of a release or threatened release outside the Design Management Zone of the Solid Waste Facility of any pollutant or contaminant into the environment, to prevent or minimize the release of such pollutants or contaminants such that the pollution or contamination does not migrate to cause any danger to the present or future public health or welfare of the residents of the Affected Municipalities or to the environment in the County other than at the Solid Waste Facility. The term includes, but is not limited to, actions at the location of the release of the pollutants or contaminants such as Storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released pollutants or contaminants, recycling or reuse of pollutants or contaminants, diversion of pollutants or contaminants, destruction of pollutants or contaminants, segregation of pollutants or contaminants, 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 Affected Municipalities and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment outside the Solid Waste Facility. The term includes the permanent relocation of residents where the Department determines such relocations are more cost-effective than and environmentally preferable to the transportation, Storage, Treatment, Destruction or secure disposition off-site of pollutants or

contaminants or other actions that may be necessary to protect the public health or welfare of the residents of the Affected Municipalities.

Removal Action means the cleanup action ("Removal Action") of released pollutants or contaminants from the environment outside the Design Management Zone of the Solid Waste Facility as well as such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment outside the Active Fill Area, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of pollutants or contaminants, the Disposal of removed pollutants or contaminants, 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 Affected Municipalities or to the environment in Calumet County, which may otherwise result from a release or threat of release of pollutants or contaminants outside the Design Management Zone of the Solid Waste Facility. The term includes, in addition, without being limited to, provision of alternative water supplies to the residents of the County, temporary evacuation of the residents of the County and temporary housing of threatened residents of the County.

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, semi-solid, 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; 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 materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial Discharges which are point sources subject to permits under Chapter 289, Wis. Stats., or its successor chapter, or sources, special nuclear or by-product materials as defined in § 289, Wis. Stats., or its successor section. Solid Waste shall not include recyclable waste deemed not appropriate for landfilling or Disposal in the Active Fill Area, as may be specifically provided for in this Agreement.

Solid Waste Facility means the Solid Waste Disposal facility in the Town of Chilton specifically depicted and described in Exhibit B. It includes both the Active Fill Area and the other land described in Exhibit B.

Special Waste shall be that waste classified as "Special Waste" by the Department, Wisconsin Statutes or Administrative Code regulations defining the same as such by the Department and such additional Solid Waste designated as such by Operator's corporate policy.

Standing Committee means the Monitoring Committee established under Exhibit C.

Storage or Store means the holding of Solid Waste at the Solid Waste Facility, at the end of which period the Solid Waste is to be then treated, transported away from the Solid Waste Facility, or ultimately disposed of 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 Recyclable Materials as permitted by this Agreement.

Town means the Town of Chilton.

Treat or Treatment means any method, technique or process at the Solid Waste Facility which is designated to change the physical, chemical or biological character or composition of the Solid Waste. Treat or Treatment includes incineration and bioremediation.

Treatment Operations means any activities at the Solid Waste Facility directly related to the Treatment of Solid Waste, where such activities occur at any time during the Initial Term of this Agreement.

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

Wisconsin Administrative Code means the Wisconsin Administrative Code as amended from time to time.

Wisconsin Statutes means the Wisconsin Statutes as amended from time to time.

ARTICLE II
SITE INFORMATION

The name of the Solid Waste Facility is the Superior Hickory Meadows Landfill, Inc. The Active Fill Area is described as the "SHMLI Landfill" in the Initial Site Report submitted to the Department by the Operator, Superior Hickory Meadows Landfill, Inc. (hereinafter referred to as the "Operator").

1. Address of Solid Waste Facility.

The location and mailing address of this Solid Waste Facility is:

Superior Hickory Meadows Landfill, Inc.
W3105 Schneider Road
Hilbert, WI 54129

Attention: General Manager
24-Hour Phone Number: 800-688-4005

2. Legal Description.

The legal description of the Active Fill Area is that part of the West 1/2 Northeast 1/4 of Section 23, Township 19 North, Range 19 East, Town of Chilton, Calumet, County which is legally described in Exhibit A attached hereto.

3. Owner.

The current owner of the Solid Waste Facility is Superior Hickory Meadows Landfill, Inc. ("SHMLI"). Such corporation is referred to as "Operator." All of Operator's responsibilities herein shall be guaranteed by Superior Services, Inc. in the event that Operator is unable to complete or comply with its obligations set forth under this Agreement.

In the event Superior Services, Inc. transfers the controlling interest in the corporation which shall be limited to a transfer of the majority of the shares of stock or a majority of the voting power or effective control or management of the Operator. In that event, such successor shall be given written notice of the terms of this Agreement and any such transfer of any interest in the landfill, by virtue of the Operator's or Superior Services, Inc. operation or control of the site, shall be an obligation of the successor. Superior Services, Inc. shall not be relieved of any responsibility under this Agreement in the event of such transfer unless specific approval therefor is granted by the Town and County which approval shall not be unreasonably withheld. In the event such written notice of the terms of this Agreement is not provided or transfer is made such that the successor is not subject to the obligations of this Agreement, then either of such municipality may bring an action to nullify such transfer until the terms of this provision are met.

The Operator had an Initial Site Report ("ISR") prepared and submitted in September 1995, to the Department. The ISR and any future amendments and modifications as approved by the Department, are incorporated in their entirety into this Agreement and specific standing granted to the Affected Municipalities to enforce those terms. Similarly, the Plan of Operation for the Active Fill Area and all future modifications and amendments to such Plan of Operation, as approved by the Department, are also incorporated by reference.

- A. Design Concept: The Active Fill Area shall be a composite lined landfill with leachate and gas collection systems and composite cap landfill meeting all Subtitle D (RCRA), 42 U.S.C. § 6911, et seq., requirements.
- B. Total Design Capacity: 7,546,000 cubic yards(Solid Waste capacity)
- C. Expected Site Life: Greater than 10 years and less than 15 years
- D. Proposed Site Closure Deadline: 2014
- E. Total Acreage Owned by the Operator: 658 acres
- F. Proposed Licensed Acreage of this Landfill: 58.7 acres.
- G. Tonnage, Waste Volume Used and Anticipated Remaining Volume: Shall be reported in writing to the Town of Chilton and Calumet County, and the Standing Committee, with applicable supporting data by way of field surveys, aerial surveys, and supporting engineering data and engineering models, if the same is requested by the Affected Municipalities or the Standing Committee. The Operator shall provide all field or aerial survey information to the Standing Committee whenever performed by the Operator, but no less than one flight and one field survey per year, or by an acceptable, comparable method is supportable by established scientific and technological data that improves the accuracy of such volume determinations and if deemed acceptable to the Standing Committee.

4. Current Zoning.

The parcel of property described in Exhibit A is subject to the Calumet County Zoning Ordinances. This Agreement will permit Solid Waste Disposal Operations as specified in this Agreement.

5. Service Area.

The service area shall be Brown, Calumet, Door, Fond du Lac, Green Lake, Kewaunee, Manitowoc, Marquette, Ozaukee, Outagamie, Portage, Sheboygan, Shawano, Winnebago, Waushara, Waupaca, Adams, Ashland, Columbia, Dane, Dodge, Florence, Forest, Iowa, Iron, Jefferson, Juneau, Langlade, Lincoln, Marathon, Marinette, Menominee, Milwaukee, Oconto, Oneida, Ozaukee, Price, Sauk, Taylor, Vilas, Washington, Waukesha and Wood Counties; however, Solid Waste generated outside of this area may be disposed of in the Active Fill Area subject to the out-of-service-area premium.

6. Acceptable Waste Types.

The acceptable waste types shall be non-hazardous municipal, institutional, commercial and industrial Solid Waste including but not limited to refuse, garbage, combustible and noncombustible demolition waste. All Special Waste, except Solid Waste otherwise specifically prohibited by this Agreement, shall be accepted under the conditions of the Operator's Special Waste Program as currently approved by DNR or as may be amended by the Operator and approved by DNR. Hazardous Waste and PCB Impacted Sediments, as defined by the specific terms of this Agreement, shall not be accepted, Disposed, Treated or Stored in the Solid Waste Facility.

7. Estimated Waste Quantities.

This Active Fill Area is proposed to average 8,000 tons per week, which is the equivalent of 8,900 yards of in-place Solid Waste per week. Total waste quantities are estimated to be 6,965,500 cubic yards which equates to 464,000 cubic yards per year.

8. Notices.

Notices submitted to the Operator shall be submitted in person or by first class mail to the following address:

Superior Hickory Meadows Landfill, Inc.
W3105 Schneider Road
Hilbert, WI 54129

Attention: General Landfill Manager

9. Contact Persons.

The Operator shall provide contact persons with current telephone numbers available to the Affected Municipalities and Standing Committee at all times who will be available for immediate response. Furthermore, a twenty-four (24) hour emergency telephone number shall be provided at all times with a required response time of less than 10 minutes.

ARTICLE III
TRANSPORTATION

1. Designated Roadways.

A. Designated Authority.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not use and shall inform Acknowledged Transporters in writing, not to use any roadways located in the Affected Municipalities as a route for vehicle access to and from the Solid Waste Facility for purposes related to any Disposal Operations, Storage Operations, Treatment Operations, Long-Term Care Operations or Emergency operations at the Solid Waste Facility, unless those roadways located in the Affected Municipalities are established and authorized by this Agreement as one of the designated roadway routes for purposes of vehicle access to and from the Solid Waste Facility. The Operator agrees not to knowingly accept for Disposal any Solid Waste transported to the Solid Waste Facility on roadways in the Affected Municipalities other than the designated roadway routes. This subsection establishing the designated roadway routes and then restricting the roadway use on other roadways in the Affected Municipalities shall not apply to the Operator, the Acknowledged Transporters, the Affected Municipalities and to any residents of the Affected Municipalities when these parties are collecting Solid Waste in the Affected Municipalities in vehicles and then transporting such 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 Operations, Treatment Operations, Long-Term Care Operations, or Emergency operations at the Solid Waste Facility.

This subsection shall not apply if the Affected Municipality through which any alternate route or routes would traverse and the Operator, at any time, mutually agree in writing to establish any alternative routes or any additional routes in the Affected Municipalities 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. This subsection shall also apply to the Operator, when Operator is transporting to or from the Solid Waste Facility construction materials to be used in the construction, maintenance, closure or Long-Term Care of the Solid Waste Facility, except for Emergency operations.

B. Primary Roadways.

The Affected Municipalities, from the Effective Date and extending until Final Closure, shall permit and designate roadway routes and shall authorize, pursuant to subsection "A", vehicle access to and from the Solid Waste Facility by the Operator, and the Acknowledged Transporters, the following roadway routes located in the Town of Chilton and for vehicle access and traffic flow to and from the Solid Waste Facility: Schneider Road and STH 57.

The Operator shall only use, and shall notify the Acknowledged Transporters in writing to only use, the above-noted roadways routes for vehicle access and egress respectively to and

from the Solid Waste Facility for Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations, except as otherwise provided herein.

C. Maintenance of Local Roads.

The Operator agrees to maintain the one and one-half mile section of Schneider Road from its juncture with STH 57 westward to the Solid Waste Facility entrance road, from the time of first usage for construction purposes and until Final Closure of the Active Fill Area. Such road shall be improved to a 4 inch asphalt base within 24 months of the receipt of any waste at the Solid Waste Facility or, if the Town reasonably believes such road needs to be improved before the expiration of said 24-month period, at such time as the Town may direct, provided such construction is done during suitable road building weather, at which time the road will be brought consistent with all current Town requirements, provided, however, the same shall not exceed the above specifications. Upon Final Closure, the road shall be brought to then current Town specifications and either re-asphalted or seal coated, as recommended by the Town Board of the Town. In return for the Town waiving any financial assurance requirement for the above mentioned road maintenance, the Operator will donate to the Chilton Public Library, the sum of \$1,000, within 60 days of execution of this Agreement. In the event that any of the Operator's Acknowledged Transporters use said one-half mile section of Schneider Road from the entrance road west to County Highway BB for the purpose of hauling waste to or from the Solid Waste Facility, except for those vehicles picking up solid waste in the Town or any adjacent property, then the Operator agrees to maintain that portion of the said road from the time of its first usage and until Final Closure of the Active Fill Area. Said one and one-half mile section of Schneider Road shall be restored within 270 days of its last usage upon Final Closure and restored according to then Town road specifications but in no event greater than above required. Except for an Emergency, the Operator shall not, at any time, close said road to public traffic, without the approval of the Town and any other governmental body having jurisdiction thereof. The Operator shall be responsible for the maintenance of said road during the time that it is utilized by any of the Acknowledged Transporters to transport waste to the Active Fill Area or for any vehicle used in the construction or closure of the Active Fill Area. The Operator shall notify the Affected Municipalities at such time as it elects to cease the utilization of Schneider Road and the completion of its final maintenance work.

2. Vehicle Requirements.

During the Initial Term and extending until forty (40) years after Final Closure, regarding (a) the transporting of Solid Waste in the County to or from the Solid Waste Facility, and (b) the Disposal by the Operator of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility, the Operator and any affiliate of Superior Services, Inc. shall use transport vehicles that are designed, constructed, loaded and maintained and are equipped with proper covers to prevent or substantially eliminate any portion of any Solid Waste or Hazardous Waste in such transport vehicles from Discharging, leaking, spilling, falling, or blowing out of such transport vehicles onto any public or private lands in the County, excluding the Active Fill Area.

The Operator shall cooperate with the Affected Municipalities in connection with their enforcement of any local ordinances designed to prevent or substantially eliminate any portion of any Solid Waste or Hazardous Waste in such transport vehicles from Discharging, leaking,

spilling, falling or blowing out of such transport vehicles onto any public or private lands in the Affected Municipalities, excluding the Active Fill Area.

The Operator will take all reasonable measures appropriate to prevent any foreign material from being tracked onto Schneider Road and will be responsible for removing any foreign material on Schneider Road as a result of Disposal Operations from the intersection of STH 57 and the entrance to the Solid Waste Facility within twenty-four hours of being notified of the same by representatives of either the Affected Municipalities or the Standing Committee, and will daily inspect the roads after the site has been closed.

The Operator shall adopt the policy and procedures set forth in Exhibit M with respect to Acknowledged Transporters (other than the Operator or any affiliate of Superior Services, Inc., which shall be subject to the provisions set forth above).

3. Litter and Discharge Beyond the Solid Waste Facility.

A. Solid Waste and Hazardous Waste Discharge Reports.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge outside of the Design Management Zone to the Clerks of the Affected Municipalities and the Standing Committee in writing within forty-eight (48) hours of the Operator receiving notice or having knowledge related to such Discharge if the same occurred when the Operator, or Acknowledged Transporters were transporting Solid Waste or Hazardous Waste to or from the Solid Waste Facility and if the Discharge occurrence was caused by the Operator or by Acknowledged Transporters. This provision does not apply to any Solid Waste Disposed by Operator or by any other parties in the Active Fill Area. In addition to the written reporting requirements, immediate notice shall be orally transmitted to the Town Clerk and the Standing Committee of such Discharge. These oral and written notices shall be in addition to any State or Federal Reporting requirements, which shall simultaneously be transmitted to the Town Clerk and the Standing Committee.

The Operator, upon oral or written notice or knowledge of any Discharge by Operator onto any public or private lands in the Affected Municipalities, other than any Solid Waste Disposed in the Active Fill Area; shall take, as soon as possible, all reasonable efforts to contain and then to remove the Discharge from these lands.

The Operator, upon oral or written notice or knowledge of any Hazardous Waste Discharge onto any public or private lands in the Affected Municipalities by the Operator, shall take, as soon as possible, all reasonable actions to: (a) contain and remove the Hazardous Waste, (b) protect the public health and safety of persons in the Affected Municipalities, and (c) to protect the natural resources in the Affected Municipalities.

The Operator shall, in its written notice describe the location of the 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 Roadways.

The Operator, during the Initial Term, shall police and remove any Discharge, including the tracking of any mud or clay onto the roadway, by the Operator, Acknowledged Transporters or customers, including litter, from the roadways or from rights-of-way next to the primary roadways within the Affected Municipalities between the entrance to the Solid Waste Facility and the intersection of Schneider Road and STH 57.

4. Transporters of Solid Waste.

A. List of Transporters.

Within thirty (30) days after beginning to accept Solid Waste for Disposal at the Active Fill Area, the Operator shall prepare a list of its then Acknowledged Transporters. The list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters and their DNR permit numbers. The initial list shall be filed with the Standing Committee and shall be updated quarterly. Such updates shall be submitted to the Standing Committee. This information shall be subject to the Confidentiality Agreement reflected in Article IV, paragraph 1(F) below.

B. Persons Authorized.

No Acknowledged Transporter, including the Operator, shall transport Solid Waste to the Active Fill Area, until a license has been issued by the Department. The Operator shall not Store or Treat Solid Waste or authorize any other parties to Store or Treat Solid Waste in the Active Fill Area, or at any location at the Solid Waste Facility, unless such activity has been approved by the Department and then only if the Operator has complied, or will comply with any applicable federal and state Solid Waste laws and regulations, and any municipal ordinances that are applicable to the Solid Waste Facility.

ARTICLE IV

OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. Reports to the Affected Municipalities/Video Taping.

A. Notice of Reports from the Operator.

The Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, shall receive from the Operator, written copies, within seven (7) days of distribution by the Operator, of all written reports and written correspondence provided by the Operator to the Department or to any other state or federal environmental agency or to any state or federal court provided said reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data, monitoring data, and any recycling information that any Affected Municipality requests that is needed for reporting requirements.

The Standing Committee may, at its expense, establish and maintain a video taping system which will have a date and time display. The Standing Committee shall coordinate such video tape system with the Operator's weigh scale, external display unit system, which will permit the Standing Committee to observe all trucks that enter the site, show the truck being weighed and concurrently obtain weight scale information through an identification system which will permit immediate reference and identification to the truck loads being contemporaneously weighed. In the event the Committee elects to have one of its members or a designated representative monitor the system on-site during normal business hours, the Operator will fully cooperate and make such operations available for inspection and observation.

B. Notice of Reports from Government Agencies.

The Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, shall receive from the Operator written copies, within seven (7) days of receipt by the Operator, of all written reports and written correspondence received by the Operator from the Department or from any other state or federal environmental agency or from any state or federal court provided said 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 the Operator at no cost.

C. Residential Concerns of the Affected Municipalities.

The Standing Committee, during the Initial term and extending until forty (40) years after Final Closure, shall receive from the Operator one set of copies, within seven (7) days of receipt by the Operator, of all written letters, written reports and other written correspondence, except general notifications or general mailings to all residents or property owners, received by the Operator from any public official of any of the Affected Municipalities or from any resident of the Affected Municipalities where the above-noted letters, reports or correspondence are associated

in any way with the Solid Waste Facility. These letters, reports or correspondence shall include but are not limited to, complaint letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by the Operator at no cost. A designated file cabinet will be provided at the Operator's office which contains an organized file system for all items referenced in preceding Sections A, B and C. Files will be available to the Standing Committee during business hours.

D. Operator Responsibility to the Affected Municipalities.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall be fully responsible to the Affected Municipalities to take reasonable steps to insure that the Operator and Acknowledged Transporters conducts any Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations related to or at the Solid Waste Facility, in full compliance with the applicable provisions of this Agreement, including but not limited to, the following sections:

- (a) Article III, Section 1 - Designated Roadways.
- (b) Article III, Section 2 - Vehicle Requirements.
- (c) Article III, Section 2 - Litter and Discharge Beyond the Solid Waste Facility.
- (d) Article III, Section 3 - Transporters of Solid Waste.
- (e) Article IV, Section 2 - Hours and Days of Operation.
- (f) Article IV, Section 7 - Fire, Disaster and Hazard Control.
- (g) Article IV, Section 23 - Prohibition Against Hazardous Waste Disposal.

With respect to Acknowledged Transporters that are not the Operator or any affiliate of Superior Services, Inc., the policy and procedures set forth in Exhibit M shall be deemed to be reasonable steps for purposes of this Agreement.

E. Notice of Agreement.

The Operator, during the Initial Term, shall notify in writing the Acknowledged Transporters who transport Solid Waste to the Solid Waste Facility for Disposal in the Active Fill Area of the applicable provisions of this Agreement and their responsibility to take reasonable steps to insure compliance with Exhibit M. Such written notice shall be provided to such Acknowledged Transporters when they commence transporting Solid Waste.

F. Confidentiality.

The Standing Committee covenants and agrees as follows for the period commencing on the Commencement Date and extending until forty (40) years after Final Closure, that the Standing Committee shall not, except as explicitly requested by Operator or is otherwise required by law, disclose to a person (other than its attorneys, who shall have agreed to be bound by the terms of

this provision) any confidential information provided for in this Agreement as to the business of Operator. The Standing Committee further agrees that they will not, individually or collectively, disclose the pricing information, cost structure, customer names, addresses, or telephone numbers or the terms or conditions of any customer contracts, bids or proposals to any person, firm, corporation, association, governmental body, quasi governmental body, or other entity, except to authorized representatives of Operator or as required by law. If the Standing Committee becomes legally compelled to disclose such confidential information, the Standing Committee shall provide Operator with prompt notice of such requirement so that Contractor may seek a protective order or other appropriate remedy. For purposes hereof, "confidential information" shall mean and include, without limitation, all trade rights in which Operator has an interest, all customer lists, subcontractor lists and customer and subcontractor information, and all other information concerning the business of Operator's services, clients, customers, subcontractors, costs, profits, markets, sales, reports, written correspondence, data, trade secrets, processes, programs, products, marketing and distribution methods, but shall exclude any matters which have been or hereafter are independently developed or disclosed by a third party whom is not in breach of a confidentiality undertaking with Operator or which otherwise is or becomes part of the public domain due to no act or omission of the Standing Committee or members thereof. This confidentiality agreement shall not apply to any information pertaining to information as provided to the Standing Committee which relates to the monitoring or protection of public or private health, safety and welfare such as DNR reports, groundwater monitoring Discharges or other threats to the environment, public or private property. The Standing Committee agrees that the provisions and restrictions contained in this provision are necessary to protect the legitimate continuing interests of the Operator in performing its obligations under this Agreement.

2. Hours and Days of Operations.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility, before 6:30 a.m., Monday through Saturday. The Operator is, however, permitted to warm up equipment and vehicles at 6:15 a.m., Monday through Saturday. The Operator shall terminate all construction, Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations and it shall not allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility, after 5:00 p.m., Monday through Friday, and 12:00 NOON on Saturday. Covering operations may continue for 30 minutes after the Active Fill Area is no longer open for receipt of Solid Waste on each such day. The Operator shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations, nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Thanksgiving, Labor Day, New Year's Day, Memorial Day and Independence Day. Any "operation" herein shall be deemed to include the operation of any vehicles, machinery or equipment by Operator, but shall exclude Emergency operations, bioremediation, landfill gas control, and other operations inside closed buildings.

In addition, the above-noted hours and days of operation may be amended by written agreement of the Standing Committee. Such amendments may be provided in response to requests for extended hours, such as landfill construction, extreme events of nature (wind storms, floods, or other catastrophic events), or similar unforeseen events of a similar type or nature.

The Operator shall have the ability to operate the site on Saturdays until 3:00 p.m. following any week during which a holiday falls on a weekday or Saturday, with such holidays being mentioned hereinbefore in this section.

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

The Operator, during the Initial term and specifically including the construction phase, such phase being considered a part of the Initial Term, and extending until forty (40) years after Final Closure, shall take the appropriate and necessary actions to control the blowing of dust and debris from the Solid Waste Facility and shall take appropriate or necessary actions to control the Discharging of other Solid Waste or pollutants or contaminants from the Solid Waste Facility onto any lands outside the Solid Waste Facility. The Operator shall Dispose Solid Waste in the Active Fill Area and shall conduct any construction, Disposal Operations, Storage Operations, Treatment Operations, clay extraction and Long-Term Care Operations at the Solid Waste Facility in such a manner that utilizes available technology, equipment and manpower to minimize odors, litter, dust, dirt, debris or other materials or any substance that might be carried by wind or other means across the boundary of the Solid Waste Facility onto any lands outside the Solid Waste Facility. The Operator shall apply all appropriate or necessary cover materials on the Solid Waste Disposed in the Active Fill Area to limit the blowing of litter and debris.

4. Groundwater Monitoring.

The Operator shall undertake the groundwater monitoring program (including private wells) required by the Department, imposed as a condition of its finding of feasibility, or any subsequent requirement made by the Department to test groundwater or private wells.

The Operator shall also take background water samples of the private wells designated in Exhibit E and perform background tests for all of the parameters described in that exhibit. Routine Private Well Monitoring shall be performed as described in Exhibit E.

5. Noise and Air Quality.

The Operator shall comply with all reasonable noise control measures as requested by the Standing Committee. In no event shall decibel readings created by the Operator violate the Town of Chilton noise ordinance nor shall decibel readings created by the Operator exceed 80 decibels at the property line (excluding the main entrance to the facility at Schneider Road where such noise is caused solely by vehicular travel). The Operator shall also meet all air quality standards as set forth in Exhibit D .

6. Rodent and Insect Control at the Solid Waste Facility.

A. Prevention of Rodents and Insects.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall Dispose Solid Waste in the Active Fill Area 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 substantially control and minimize rodent and insect harborage through an effective vector control program.

B. Control of Rodents and Insects.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take appropriate and necessary actions to control any rodents and any insects at the Active Fill Area. The Operator shall apply at the Active Fill Area, the pesticides or rodent control measures at appropriate levels to prevent any damage to or injury to public property or private property in the Affected Municipalities and to prevent damage or injury to the natural resources in the Affected Municipalities.

7. Fire, Disaster and Hazard Control.

A. Creation of Fire Hazards.

The Operator, during the Initial Term and extending until forty (40) 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 through an effective fire prevention and control program to minimize and thereafter control fires and explosions at the Solid Waste Facility and minimize any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

B. Public Nuisance.

The Operator, during the Initial Term and extending until forty (40) 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 as to control any public nuisance in the Affected Municipalities from occurring relating to the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air and polluted surface water.

C. Security Personnel.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Affected Municipalities to employ or retain at the Solid Waste Facility the appropriate and necessary employees, personnel and/or equipment 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 controlling physical access by unauthorized parties to the Solid Waste Facility.

8. Enforcement.

A. Contract Enforcement.

Subject to the enforcement procedures set forth in Exhibit C, the Affected Municipalities or Standing Committee, during the Initial Term, and extending until forty (40) years after Final Closure, notwithstanding any other provisions of this Agreement, may enforce any breach of this Agreement through a court action venued in the Circuit Court for Calumet County. Operator shall not contest the jurisdiction of the court. Operator will stipulate in any such action that if the court finds a breach occurred, a remedy the court may impose and which the Operator will not contest is an order for specific performance of the applicable terms and conditions of this Agreement. Notwithstanding anything to the contrary in this paragraph, the parties reserve all applicable rights they may have to appeal any adverse decision of the Circuit Court or any appellate court.

B. Public Nuisance.

In the event of the occurrence of a public nuisance, any of the Affected Municipalities may bring an action to abate such public nuisance and, if successful, shall be entitled to their actual attorneys fees and costs for bringing such action.

C. Private Nuisance.

In the event that a private nuisance occurs or in the event that the Operator causes any individual action, including trespass, negligence or any other violation of this Agreement for which an individual is aggrieved, such individual or individuals may bring an action against the Operator for appropriate relief, including actual attorneys fees if such individual is successful.

D. Hours of Operation.

In the event Operator breaches Article IV, Section 2, Operator shall pay the Town of Chilton Landfill Fund the following stipulated amounts:

First breach in a 12-month period	\$250 per day
Second breach in same 12-month period	\$500 per day
Third breach in same 12-month period	\$1,000 per day
Any subsequent breach in same 12-month period	\$1,000 per day

9. Administrative Action.

The Affected Municipalities or Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, notwithstanding any provisions of this Agreement, may petition the Department under § 289.92, Wis. Stats., or its successor provisions, to initiate action by the Department against the Operator for a violation of alleged violation by the Operator of any rule promulgated or special order or plan approval, license or any term or condition of a license established by or issued by the Department wherein such violation or alleged violation is related to or associated with the Solid Waste Facility. Operator retains the right to assert any defense it may have related to petition(s).

10. Temporary/Emergency Closure of Active Fill Area.

During the Initial Term the Operator shall notify in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities), the Clerks for the Affected Municipalities and Standing Committee of any temporary or Emergency closure of the Active Fill Area, including any ordered temporary or Emergency closure of the Active Fill Area wherein such order is made by the Department, or by any other state or federal agency or by any state or federal court. The Operator shall provide in its written notice to the Affected Municipalities and Standing Committee the specific reasons, if known, for a temporary or Emergency closure of the Active Fill Area.

11. Access to the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall allow the Affected Municipalities or Standing Committee and their officers, employees or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergencies at the Solid Waste Facility. They shall also have the right to obtain access and to enter the Solid Waste Facility during normal operating hours upon twenty-four (24) hours oral or written notice from the Affected Municipalities, the Standing Committee or their representatives or members. Physical access to the Solid Waste Facility shall be allowed:

- A. to observe Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility;
- B. 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 by the Department and further provided that access to monitoring wells shall be available only when an employee of the Operator is present and a split sample is taken;
- C. to sample and test characteristics of the Solid Waste at the Solid Waste Facility; or
- D. to take any reasonable and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety and welfare of the

residents of the Affected Municipalities and/or to take any reasonable and necessary action to protect the natural resources of the Affected Municipalities.

Except during Emergencies, the designated officers, employees or agents of Affected Municipalities or the Standing Committee shall be accompanied by one or more employees or representatives of the Operator. In addition, the activities of the designated officers, employees or agents shall be conducted so as to not unreasonably interfere with the normal business operations at the Solid Waste Facility except during Emergencies.

12. Repair, Maintenance and Reconstruction of the Active Fill Area.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Affected Municipalities to properly and timely maintain, repair, reconstruct and to properly and timely provide Long-Term Care of the Active Fill Area and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if at any time the failure by the Operator to properly and timely maintain, repair, reconstruct or to properly and timely provide Long-Term Care of the Active Fill Area and/or its failure to temporarily or permanently close the Active Fill Area for Disposal Operations is likely to present a substantial danger of creating a public or private nuisance in the Affected Municipalities or is likely to create a substantial danger to the public health, safety or welfare of any persons in the Affect Municipalities or it likely to cause substantial damage to the natural resources in the Affected Municipalities.

13. Hazardous Waste Disposal Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon its receipt of any information that Hazardous Waste has been transported to the Solid Waste Facility or that any Hazardous Waste has been Stored, Treated, Disposed or handled in any way by the Operator, by its agents, by its Acknowledged Transporters or by any other parties in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be given on the next business day) of its receipt of the information to the Affected Municipalities and Standing Committee. The Operator shall, in addition, notify the above-noted parties in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities) of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste. The Operator 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.

14. Hazards Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall orally notify the Affected Municipalities and Standing Committee within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of information by the Operator 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: fires that are not immediately extinguished by the Operator without outside assistance, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases that are not controlled through Operator's methane gas system and hazardous gases or hazardous dust. The Operator shall, in addition, report in writing within forty-eight (48) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

15. Responsible Managers.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall provide to the Affected Municipalities and Standing Committee, the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by the Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations, Storage Operations, site construction operations, Treatment Operations and Long-Term Care Operations at or related to the Solid Waste Facility. The names or titles, addresses and telephone numbers of the responsible managers shall be provided within five (5) business days after the Agreement is executed by the Negotiating Committee, Affected Municipalities and the Operator, 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.

16. Height Restriction.

The maximum height of the proposed Active Fill Area shall not exceed 1,040 feet above mean sea level.

17. Erosion and Run-off.

A. Erosion Restrictions.

The Operator, during the Initial Term and extending until forty (40) 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 Department.

B. Abatement of Erosion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon written notice by any Affected Municipality or the Standing Committee describing to the Operator the location of any surface water run-off or erosion discharged from the Active

Fill Area onto any other lands located in the Affected Municipalities which violates the Plan of Operation on file with the Department, shall, within three (3) days of the written notice, or the following business day in the case of a weekend or holiday, shall take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands, subject to the Operator's rights to challenge the same.

C. Standing Open Water and Wetlands.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take undertake an effective program to substantially eliminate standing water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by the Department and wetland areas within the Solid Waste Facility.

18. Surface Water.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any Solid Waste at the Active Fill Area into an appropriately maintained leachate collection system. The Operator shall take the reasonable 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. The Operator 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.

19. Post-Closure Site Plan.

The Operator shall comply with the Post-Closure Site Plan set forth in Exhibit G attached hereto.

20. Prohibition Against Hazardous Waste Disposal.

The Operator, during the Initial Term and extending until forty (40) years Final Closure, shall not knowingly transport Hazardous Waste to the Solid Waste Facility nor shall it knowingly Dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility. Operator, in addition, shall not knowingly allow its agents, its Acknowledged Transporters or any other parties to transport Hazardous Waste to the Solid Waste Facility nor shall it knowingly allow the above-noted parties to Dispose Hazardous Waste in the Active Fill Area or 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 be less stringent than any regulations of the Department relating to the Disposal, Storage or Treatment of Hazardous Waste at any location, including the Active Fill Area and at any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted to mean that the Affected Municipalities authorize or approve of the Disposal, Storage or Treatment or Hazardous Waste at the Solid Waste Facility or at any operations related thereto.

21. Change in Ownership.

A. This Agreement shall be applicable to the present Operator, Superior Hickory Meadows Landfill, Inc., its successors and assigns, and to all parties to which the Operator may transfer any or all of its ownership interests or contracts or subcontracts concerning its operations in and responsibilities for the Solid Waste Facility.

B. In conjunction with Paragraph A, the Operator, shall notify the Affected Municipalities and the Department of any and all changes in ownership of the Solid Waste Facility, and provide proof that any such successor or assign has notice of and acknowledges this Agreement and the duties and obligations hereunder.

C. That in conjunction with the foregoing, the Operator shall not transfer any of its interest in the operation of the Solid Waste Facility or of its property interests in the Solid Waste Facility unless such party or entity can be demonstrated by the Operator to have the ability, both financial and operational, to comply with the terms of this Agreement, the Department and/or the landfill license, and State law. The Operator shall provide documentation sufficient to demonstrate the same prior to transferring any such interests. The Affected Municipalities shall have standing to challenge such transfer if the transferee is not found to be financially able or otherwise able to comply with the requirements of this Agreement, the Department landfill license and State law. The Affected Municipalities shall have forty-five (45) days from receipt of the aforementioned documentation in which to bring action in circuit court to prevent or avoid such transfer, unless such deadline is extended by mutual agreement of the Affected Municipalities and the Operator.

22. Post-Closure Alienation.

After Final Closure, the Operator agrees not to sell, transfer, or convey any interest in either the property upon which the Active Fill Area is proposed to be located or any interest in the post-closure operation itself (including the sale or assignment to a third party of the right to collect, transport, sell or make other use of the by-products generated by the Active Fill Area) without the written approval of the Affected Municipalities, which approval shall not be unreasonably withheld. Gas extraction and the sale thereof shall be permitted. Reasonable approval shall be predicated upon the experience and financial wherewithal of any successor corporation or operator. Where these standards are not met, any transfer shall be subject to the new operator being liable and responsible for compliance with this Agreement without affecting Operator's agreement to comply with the terms of the Agreement.

23. Operation Terms.

A. Disposal Operations, Storage Operations and Treatment Operations.

In consideration of the terms and provisions of this Agreement, from the Effective Date hereof and until Final Closure of the Active Fill Area, subject to Operator obtaining any required applicable DNR permits or approvals, the Operator shall be allowed to:

- (i) use the area described in Exhibit A to construct, operate, repair, maintain, and close the Solid Waste Facility;
- (ii) operate a recycling facility for Recyclable Materials if authorized by the Town;
- (iii) operate a composting facility if authorized by Town;
- (iv) utilize an accessory facility for such uses if authorized by the Town;
- (v) perform bioremediation activities in the Active Fill Area involving contaminated soils in the Solid Waste Facility, which shall in all ways qualify as Solid Waste under this Agreement, including the direct payment section of the Agreement;
- (vi) conduct pre-treatment of Leachate.

It is the intent of the parties that this Agreement supersedes any local licenses, approvals and permits imposed by each Affected Municipality's ordinances which are specifically required to authorize the above enumerated uses, except that the terms of any existing special use permits and zoning permits shall remain in full force and effect where such terms are in addition to or do not conflict with the terms of this Agreement. Where the terms of this Agreement and the terms of any such permit conflicts, the more restrictive terms to the Operator shall apply. No other uses shall be allowed at the Solid Waste Facility, unless expressly permitted by the Affected Municipalities, where such permits are applicable.

The Operator shall be subject to all criminal and civil laws or ordinances enforceable by the Affected Municipalities pertaining to the public health, safety, and welfare, including, but not limited to: any criminal statutes, any ordinance affecting the public health, safety, or welfare, traffic laws and regulations, equipment safety regulations, or any other law or regulation applicable to any activity affecting the Operator's or its agent's conduct or operations off of, or outside of, the Solid Waste Facility.

This Agreement is intended to waive and replace all Local Approvals for the Permitting, siting and operation of a Solid Waste Facility and the Active Fill Area and for only those other activities specifically agreed to in this Agreement.

Until Final Closure of the Active Fill Area, the Operator shall conduct Solid Waste Disposal Operations at the Solid Waste Facility subject to the requirements and specific provisions established in this Agreement.

B. Initial Operations, Closure Operations and Post-Closure Operations.

The Operator shall be fully responsible to the Affected Municipalities 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 and Treatment Operations at the Solid Waste Facility.

The Operator, after the date of Final Closure and extending until forty (40) years after Final Closure, shall be responsible to the Affected Municipalities to provide the proper Long-Term Care Operations at the Active Fill Area.

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall be responsible to the Affected Municipalities to take any appropriate and necessary Removal or Remedial Actions at the Active Fill Area.

The Operator, upon the date of Final Closure, shall cease transportation of Solid Waste to the Active Fill Area and shall prevent any further transportation of Solid Waste to the Active Fill Area at the Solid Waste Facility, shall cease Disposal of any Solid Waste and shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area, and Compost Facility 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.

C. Local Approvals.

By adoption of a resolution authorizing the execution of this Agreement, each Affected Municipality does hereby waive all applicable zoning, grading and landfill operational Local Approvals, regulations, permits, licenses, and ordinances that may be required of the Operator to allow it to construct, maintain, repair, engage in on-site operations, closure, and to provide Long-Term Care of the Active Fill Area, and to conduct Disposal, Storage and Treatment Operations in the Solid Waste Facility that are specifically permitted by this Agreement. Any remedial investigations and feasibility studies and implementation of any Removal and/or Remedial Actions required by the USEPA or the Department shall also be permitted regardless of Local Approvals that may be imposed by Affected Municipalities. This waiver shall continue until Final Closure of the Active Fill Area, except that the waiver shall extend thereafter to Long-Term Care Operations which the Operator must undertake pursuant to the Department's regulations pertaining to the Solid Waste Facility and the Operator's implementation of the post-closure site plan as required by this Agreement.

These regulatory waiver provisions do not apply to any persons other than the Operator when engaged in activities directly relating to the operation of the Solid Waste Facility.

These regulatory waiver provisions do not apply for any other uses, operations or businesses at the Solid Waste Facility except those uses, operations and businesses that are directly and specifically related to and consistent with the: (1) Solid Waste Disposal Operations of the Active Fill Area and at the currently licensed facility; and (2) the storage and treatment operations of the facilities specifically authorized under Section 22A.

These regulatory waiver provisions apply only to zoning, grading and landfill operational Local Approvals as they apply to the authorized use of the Active Fill Area and zoning local regulations as they apply to the other authorize uses hereunder and do not waive any other Local Approvals. These waiver provisions, by way of enumeration, and not limitation, do not include regulations pertaining to speed limits, the issuance of waste hauler permits (with a fee not to

exceed what is reasonable and customary), litter control, building permits, rules of the road, road obstructions, excavations, fire safety permits, and health ordinances and regulations. Any recycling, Storage and uses beyond those that are currently authorized by special use and zoning permits and undertaken by Operator and any other use of the property not specifically authorized herein shall be subject to all applicable substantive and procedural approvals, rules, regulations, orders, laws and ordinances of the Town of Chilton.

These regulatory and enforcement waiver provisions do not apply in any way to waive any authority the Affected Municipalities may have now or in the future have to control or regulate, by regulation, ordinance, permit, license or order, the uses, operations and businesses of the Solid Waste Facility or at the currently-licensed facility, where the orders, permits, licenses or ordinances are deemed necessary by the Affected Municipalities to protect the public health, safety and welfare or to prevent or abate a public nuisance.

24. Standing Committee.

The Operator and the Local Committee hereby agrees to the formation of a Standing Committee ("Committee") which shall consist of four (4) residents of the Township appointed by the Town Board, one designee from Calumet County, and two (2) non-voting, ad hoc members appointed by the Operator. The Committee shall have the functions and powers described in Exhibit C. The Operator will pay the sum of \$2,500.00 each January 1 toward the Committee's annual costs. The Standing Committee payment shall be adjusted annually by (i) the percentage increase in the Consumer Price Index (U.S. City Average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months or (ii) four (4) percent, whichever is greater. In calculating the CPI, the base date for the CPI adjustment is January 1, 1999. The first adjustment of such base amount shall be made as of January 1, 2000, based upon the January index released by the Bureau of Labor Statistics of the U.S. Department of Labor. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available and each January 1 thereafter.

25. Existing Agreements.

The Affected Municipalities and the Operator do hereby stipulate that this Agreement shall supersede any prior inconsistent terms, provisions or contracts with the Affected Municipalities applicable to the Solid Waste Facility.

26. Future Expansions.

The Affected Municipalities shall have the option to waive negotiations for future expansions from Operator on property owned by Superior Hickory Meadows Landfill, Inc., Superior Services, Inc., or an affiliated company which is within, contiguous to, or within one half mile of the Solid Waste Facility. This option shall be a waiver of renegotiation of that contract for future expansions and shall make applicable all terms, including rate schedules for compensation and other payments, set forth in this Agreement. The Affected Municipalities shall have six months from the date of receiving the Initial Site Report to make this election. This election shall be made and approved by each of the Affected Municipalities in writing.

ARTICLE V

FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1. Indemnification to the Affected Municipalities.

Operator agrees to indemnify, defend and hold harmless the Affected Municipalities, their officers, agents, employees and duly-appointed committees, including the Negotiating Committee established under § 289.33, Wis. Stats., and the Standing Committee, and other committees as may be established, for and from any request, demand, order or any other form of obligation to pay cleanup or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any and all liability, loss, claims or damages that they might suffer as a result of any claim, demand, cost or judgment by any person or entity at any time against any Affected Municipality, its officers, agents, employees or committees arising in any way or as the result of the Solid Waste Facility, including, but not limited to, the design, siting/negotiations, construction, transportation to and from, operation, maintenance, control, repair, administration, monitoring, closure, Long-Term Care and termination of the Solid Waste Facility and the Treatment, Storage and Disposal of the Solid Waste, Recyclable Materials, Household Hazardous Waste and other materials at the Solid Waste Facility and the negotiations of this Agreement. The terms and conditions of this paragraph shall apply from the Effective Date in perpetuity.

Operator also agrees to support, defend and/or reimburse the costs, attorneys fees, damages or other liabilities incurred by the Affected Municipalities, their officers, agents, employees and any duly-appointed committees, including the Committee under § 289.33, Wis. Stats., and any other committees as may be established for any proceeding, brought by any person or entity at any time to establish that the Affected Municipality, their officers, agents, employees and any duly-appointed committees, including the Committee established under § 289.33, Wis. Stats., and any other committee as may be established for any proceeding, that may have liability for any request, demand, order or any other form of obligation to pay cleanup or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with the Solid Waste Facility, including, but not limited to, the design, siting, construction, transportation to and from, operation, maintenance, control, repair, administration, monitoring, closure, Long-Term Care and termination of the Solid Waste Facility; the Treatment, Storage and Disposal of the Solid Waste and Recyclable Materials at the Solid Waste Facility, except the above indemnification and hold harmless provision shall not apply to the following situations or circumstances:

- (1) **Environmental Cleanup Claims.** If an Indemnified Party disposes or causes to dispose of Hazardous Waste or other waste at the Solid Waste Facility that the Solid Waste Facility is not authorized to accept, the indemnity and hold harmless shall not apply to any environmental cleanup cost associated with the disposal of such wastes.

- (2) Vehicular Accidents. The indemnity and hold harmless shall not apply to any on-site accident caused by any vehicle that is owned or operated by one of the Indemnified Parties.
- (3) Sole Negligence (Other Than Environmental Cleanup or Vehicular Accidents). The indemnity and hold harmless shall not apply in the event the Indemnified Party(ies) is(are) solely negligent for the liability, loss, claims or damages.
- (4) Intentional Acts or Omissions. The indemnity and hold harmless shall not apply in the event the liability, loss, claim or damage is due to the intentional act or omission of any of the Indemnified Parties.

The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.

In any legal proceedings resulting from the above two paragraphs, the Operator has the right to assert any defense on behalf of a particular municipality, individual or entity which that municipality, individual or entity is legally entitled to, including the provisions of § 893.80, Wis. Stats. Each municipality, individual or entity seeking to utilize the indemnity of this section subrogates all applicable counter-claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses to the Operator which each may have.

2. Reimbursement for Negotiation Expenses.

The Operator shall pay any unreimbursed expenses of the Affected Municipalities and the Negotiating Committee or its members for their actual attorney's fees, costs, and expenses, including per diem fees of the members of the Negotiating Committee incurred as a result of the Affected Municipalities participating in the negotiating process as established in Chapter 289, Wis. Stats., up to the date that the Approved Final Negotiated Siting Agreement is accepted by the Waste Facility Siting Board. The above-noted expenses shall be paid by the Operator within thirty (30) days after the Operator's receipt of invoices from the Committee or the Affected Municipalities, if not previously reimbursed.

ARTICLE VI

COMPENSATION TO THE AFFECTED MUNICIPALITIES

1. **Direct Payment.**

In consideration of the Affected Municipalities: (1) serving as the host and neighboring municipalities, (2) waiving their Local Approvals and Pre-existing Local Approvals, as set forth elsewhere in this Agreement, and (3) accepting the consequences and numerous responsibilities associated with the location of a sanitary landfill in or in proximity to the municipalities, the following compensation and benefits shall be provided by the Operator to the Affected Municipalities, as the Affected Municipalities may set forth in the Landfill Fund portion of this Agreement, which will deal with the direct payments or host fees paid to the Affected Municipalities.

The Operator shall pay, the amount of \$2.20 per ton of Solid Waste disposed of or received at the Active Fill Area, payable monthly once the Operator begins disposing of or receiving Solid Waste in the Active Fill Area. The first payment shall be paid on or before the 15th day of the month which follows the initial disposal or receipt of Solid Waste at the Active Fill Area. For example, if the site is opened on November 10, the first payment would be on December 15, and the 15th day of each month thereafter, until Final Closure.

All direct payments shall be paid to the Town of Chilton Landfill Fund and such payments shall be thereafter divided and administered as provided for in Exhibit I attached hereto, the Town of Chilton Landfill Fund addendum.

The Operator shall submit detailed statements pertaining to the waste received each month, breaking down such information as to the types of waste, the source of such waste by state, the gate tonnage received based upon the Operators daily records, and as provided for in Article IV 1, A, and any other supporting documents consistent with the provisions of this section. In the event that the weigh scale at the site is not working, the Chilton Co-Op scale may be used, if properly certified by the State. If both scales or the computer generated information is not available for any day that waste is received, then the Operator shall pay tonnage to the Town of Chilton based upon the average amount of tonnage received during the preceding sixty (60) business weekdays that the site was open, for the first three days that both scales are not available. For every business day thereafter that both scales are not operational, then the Operator shall pay tonnage based upon the greatest amount of tonnage received on any day in the previous sixty (60) business weekdays of operation of the Solid Waste Facility or for Saturdays, the comparable Saturdays during the 60-day period.

The Operator shall provide to the Town, County and Standing Committee all documents submitted to the Department pertaining to the recording and documentation of the Solid Waste received or Disposed. The reporting of tonnage to the Department shall have no bearing on amounts paid to the Affected Municipalities. Information supplied to the Affected Municipalities

or the Standing Committee of amounts submitted to the DNR are stipulated to be for informational purposes only.

If, at any time, the Affected Municipalities or Standing Committee so desire, they may retain an independent consulting firm to perform computations in order to verify the Operator's reported tonnages. Such firms may independently test the weigh scale, computer generated information from said scale, or may use field or aerial surveys to verify reported tonnages based upon air space volume consumed within the Active Fill Area. The Affected Municipalities or Standing Committee retaining the independent consulting firm shall pay all costs unless such independent consulting firm's computations accurately demonstrate that the Operator's reported air space or tonnage used has been understated by 10% or greater. If so understated, the costs of such consulting firm shall be borne by the Operator and the Operator shall pay the costs of such independent consulting firm within thirty (30) days after presentation of such invoice related thereto. The Operator shall also prepare a written report and any documentation necessary explaining the cause of such error. The independent consulting firm's computation shall not be determinative of the amounts of waste deposited during the period studied if contested by Operator. All such underpaid amounts shall be paid at the then current rate plus one and one-half percent (1½%) per month from the dates the original payment should have been paid.

Notwithstanding the foregoing, the Operator shall be required to install, maintain and certify (bi-annually) a certified weigh scale for measuring and recording Solid Waste disposed at the Active Fill Area. The weigh scale shall be equipped with sufficient computer software and hardware capabilities to record, generate and summarize all information set forth below pertaining to Solid Waste documentation requirements. The Affected Municipalities and the Standing Committee shall have access to all computer-generated data or written reports pertaining to waste received at the Solid Waste Facility. The Operator shall keep records and logs of all trucks coming to the site and include the following data:

- A. Name of Acknowledged Transporter.
- B. Time and date of disposal.
- C. Truck weight (gross weight, truck weight and net Solid Waste weight).
- D. Origin of waste by state.
- E. Type of Waste.

Weight shall be declared per truck in numerical order of their receipt on a daily basis with the truck ownership and any information which is relevant and kept by the Operator on a regular basis to assist the Standing Committee in reviewing declared Solid Waste weights at the Solid Waste Facility. The Affected Municipalities and Standing Committee may, at their expense, have videotape equipment and have the option of placing personnel on-site in the proximity of the weigh scale, at such times as they choose, to monitor the reporting of Solid Waste received at the Active Fill Area for disposal.

The Direct Payment shall be adjusted annually by the percentage increase or decrease in the Consumer Price Index (U.S. City average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months. The base date for the CPI adjustment is January 1, 1999. The first adjustment of such base amount shall be made as of January 1, 2000, based upon the January index released by the Bureau of Labor Statistics of the U.S. Department of Labor. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available, and each January 1 thereafter.

Any payment that is received late shall accrue interest at the rate of one and one-half (1 1/2%) percent per month. Such late payment interest charges shall be calculated on a daily basis and shall be compounded on a monthly basis until fully paid.

2. Sociological Payments.

The Operator shall pay to the Affected Residents certain sociological payments as set forth in Exhibit J of this Agreement. Said Exhibit includes the beneficiaries of such sociological payments and the amount of those payments.

3. Premium for Out-of-Service-Area Waste.

The Operator is permitted to accept out-of-service-area Solid Waste for Disposal in the Active Fill Area. The Operator shall pay the Affected Municipalities a sum equivalent to a 50-cent per ton surcharge over and above the direct payments for out of service area Solid Waste. The Operator shall make such payments within thirty (30) days after the end of each calendar quarter and shall provide a summary of all out-of-state waste accepted the previous quarter. Said payments shall be paid to the Town of Chilton Landfill Fund.

4. Waste Volume Surcharge.

Any volume of waste disposed of at the Solid Waste Facility exceeding 609,000 tons per calendar year shall be subject to a twenty-five (25%) percent increase or surcharge over and above the direct payments.

5. PCB Impacted Sediment.

No PCB Impacted Sediments shall be received, disposed of or treated at the site, notwithstanding any other provision of this Agreement. "PCB Impacted Sediment" shall be defined as set forth in Exhibit K.

6. Property Value Protection Plan.

The Property Value Protection Plan set forth in Exhibit F shall apply to all owners listed and shall be administered as more specifically set forth in said Exhibit.

7. Clean Sweep.

Operator shall provide a program, administered through a collection site, once a year for the collection of Household and/or Agricultural Hazardous Waste for Calumet County ("Clean

Sweep program"). The site shall be located in the Town of Chilton at a location mutually agreeable to the Operator and the Town or, if there be no agreement, at the Solid Waste Facility. Materials shall be received Disposed of by the Operator free of charge in an amount not to exceed \$10,000 in 1999. Should the annual base line amount be exceeded, the Affected Municipalities shall reimburse Operator for such excess. Such amount shall be the maximum for 1999, with such amount to be increased by 4% each year thereafter. Amounts exceeding such limits shall be charged on a per pound or per unit price to be established by the Operator no later than February 1st of each calendar year and paid by the County. In the event that Calumet County believes such charges to be excessive, they may opt out of this program by advising the Operator of such intent by April 15th of each year. If the Clean Sweep program is cancelled with Operator and in the event the County of Calumet continues a Clean Sweep program with a third party, the Operator shall pay an amount up to \$10,000 of the actual costs incurred by the County of Calumet to continue such program as long as the same is in effect; provided however, the Operator shall have the right to match any offer of such third party, and thereby retain the operation of the Clean Sweep Program. The Operator may continue such Clean Sweep program after notification of cancellation by Calumet County by waiving the limitation set forth above in receiving all such waste free of charge, if notice of such intent is provided to the County by May 15th.

8. Free Disposal of Governmental and School District Waste.

Operator shall provide or otherwise procure on behalf of the Calumet County and the Town of Chilton free pickup and Disposal of municipal Solid Waste generated by their various departments and agencies. Pursuant to the Operator's affiliate company's contract with Calumet County, such waste will be picked up and brought to and Disposed at the Solid Waste Facility free of charge. Such free pickup and Disposal service shall also apply to the Hilbert School District.

9. Free Town Pick-up and Disposal of Municipal Waste and Recyclables.

The Operator, upon opening of its Active Fill Area for the disposal of Solid Waste, shall provide, or shall procure, free of charge to the Town of Chilton residential pick-up and disposal of all municipal solid waste. For purposes of this Agreement, the Town of Chilton's Garbage Collection, Transportation and Disposal Contract dated July 12, 1993, shall define the types of waste, the properties served and the scope of the responsibility of the Operator as reflected in Articles 3, 4 and 6, which are incorporated herein by reference, with the approved disposal site being the Solid Waste Facility. All other provisions of said Garbage Collection, Transportation and Disposal Contract shall terminate and be without effect upon such opening of the Active Fill Area. The Operator shall also provide, or shall procure, free of charge once a month pick-up and processing of residential recyclables commencing upon the Town of Chilton providing written notice and evidence to the Operator that it is no longer bound by the M&N Recycling, Inc./East Shore Recycling Commission Recyclables Processing and Marketing Service Agreement dated July 1, 1995. These responsibilities shall continue until the Solid Waste Facility no longer accepts waste for disposal.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. **Expansion.**

No further Expansion of the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time or else as specifically set forth in this Agreement.

2. **Environmental Impairment Liability Insurance.**

The Operator shall name and maintain the Affected Municipalities as additional insureds on pollution legal liability insurance policy in a face amount of not less than Ten Million Dollars (\$10,000,000), in the aggregate. Such policy shall be substantially in the form set forth in Exhibit L attached hereto.

3. **Monthly Truck Inspections.**

The Operator shall perform random truck inspections as required by the DNR for any vehicles permitted to access the site. The Standing Committee or representative of the Affected Municipality may be present, if requested upon at least 24-hour advance notice, during any truck inspection. They shall also have the right to take samples, at their own expense, to test the same, as a part of such random truck inspections. In the event such samples are taken, a split sample shall be provided to Operator.

4. **Interim Construction Agreement.**

This final negotiated agreement supersedes an Interim Construction Agreement previously entered into by the parties, except to the extent benefits have already been paid to the Town, including the \$300,000 payment under Paragraph 2A.

ARTICLE VIII

GENERAL PROVISIONS

1. **Notice to Parties.**

Under this Agreement, any notices required by the terms and conditions of this Agreement are, at minimum, to contain the address and names of the parties as noted below, are to be sent by certified mail, return receipt requested to such parties and are to be considered by each party as written notice when received, except as otherwise specifically provided herein. It is further understood that the Affected Municipalities, the Operator, and the Standing Committee shall 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 "Notice of Name Change". Such notices shall be sent by certified mail, return receipt requested to the addresses noted below. The current names and addresses are:

- A. Town of Chilton
Attn: Town Clerk
W2843 Killsnake Road
Chilton, WI 53014

- B. County of Calumet
Attn: Solid Waste Department
c/o County Clerk
206 Court Street
Chilton, WI 53014

- C. Superior Hickory Meadows Landfill, Inc.
Attention: General Manager
W3105 Schneider Road
Hilbert, WI 54129

2. **Headings.**

The titles to the paragraphs of this Agreement are for informational purposes only.

3. **Governing Law.**

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

4. Waiver.

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

5. Complete Agreement.

This Agreement is the complete agreement as to the Active Fill Area pursuant to § 289.33, Wis. Stats., between the Affected Municipalities, the Operator, and the Local Committee. This Agreement specifically supersedes the M&N Disposal, Inc. contract dated December 14, 1987.

6. Amendment.

This Agreement may be amended only by a written agreement between the Affected Municipalities that are signatories to this Agreement and the Operator, except as expressly otherwise provided for herein. With respect to any negotiations that may be initiated regarding potential disposal of PCB impacted sediments (as referenced in Exhibit K herein), the Affected Municipalities agree, within thirty (30) days of receipt of notice from Operator of the intent to modify this Agreement to allow disposal of such sediments, to reconstitute the Negotiating Committee with authority to negotiate with the Operator regarding an amendment to this Agreement.

7. Binding Effect.

This Agreement will bind the Affected Municipalities, the Operator, the Negotiating Committee, their respective legal successors and their respective legal assigns upon its execution. However, if any Affected Municipality fails to adopt an approving resolution authorizing officials of said municipality to execute this Agreement or if said authorized officials fail to execute this Agreement within sixty (60) days after the date that the Superior Hickory Meadows Landfill, Inc. Negotiating Committee executes this Agreement, then said municipality shall receive no benefits under this Agreement.

8. Recording.

The Operator shall place a notice of this Agreement on the title records applicable to the Solid Waste Facility. The notice shall state as follows:

Use of the property is subject to the provisions of Superior Hickory Meadows Landfill Final Negotiated Agreement dated May 26, 1999.

A copy of the Agreement can be obtained from:

Town of Chilton
Town Clerk
W2843 Killsnake Road
Chilton, WI 53014

County of Calumet
Solid Waste Department
County Clerk
206 Court Street
Chilton, WI 53014

9. **Execution In Counterparts.**

This Agreement may be executed in separate counterparts, each of which shall be deemed an original. Each party to this Agreement shall execute eight (8) duplicate original counterparts and shall circulate the same to all other parties identified in this Agreement.

SUPERIOR HICKORY MEADOWS LANDFILL,
INC. NEGOTIATING COMMITTEE,

DATED: 5/24/99 BY: Bill Barribeau
Bill Barribeau, Chairperson
and authorized signatory by
vote of and on behalf of the
Superior Hickory Meadows Landfill Negotiating
Committee


SUPERIOR HICKORY MEADOWS LANDFILL,
INC.

DATED: 5/24/99 BY: Larry Goswick
Larry Goswick, Midwest
Regional Vice President

TOWN OF CHILTON

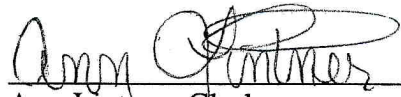
Approved this 26th day of May, 1999.

BY:



John Schwarz,
Town Chairman

ATTEST:



Ann Lintner, Clerk

(A certified copy of the approving resolution shall be attached and appended to this Agreement and incorporated by reference.

CALUMET COUNTY

Approved this 24 day of May, 1999.

BY: Allison K. Blackmer
Allison Blackmer,
County Board Chairperson

ATTEST: Lonna M. Scheide
 , Clerk

(A certified copy of the approving resolution shall be attached and appended to this Agreement and incorporated by reference.

GUARANTEE

Superior Services, Inc., for valuable consideration, including the mutual covenants and benefits stated in the Final Negotiated Agreement by and between the Affected Municipalities (as defined therein) and Superior Services, Inc.'s subsidiary corporation Superior Hickory Meadows Landfill, Inc., such consideration and receipt of which is hereby acknowledged, does hereby guarantee the performance of Superior Hickory Meadows Landfill, Inc. in the event that the latter fails to so perform. Those obligations shall extend to any obligations provided for in said Agreement, including the operation, closure, post-closure responsibilities, and indemnification responsibilities of Superior Hickory Meadows Landfill, Inc.

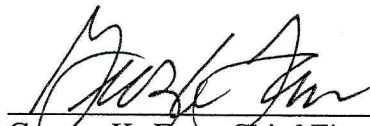
Superior Services, Inc. acknowledges receipt of said Agreement and certifies that, by signing below, said officer has the authority to act on behalf of Superior Services, Inc. and to forward a notarized copy of a Certificate of Assistant Secretary reflecting such authority to the Town of Chilton; the receipt of such corporate certificate shall be deemed to be an integral part of said Agreement.

DATED:

May 26, 1999

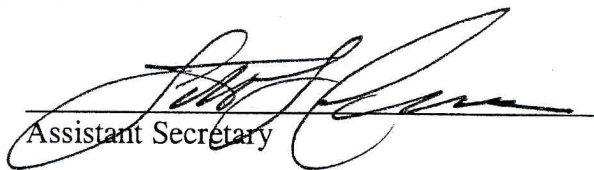
SUPERIOR SERVICES, INC.

BY:



George K. Farr, Chief Financial Officer

ATTEST:


Assistant Secretary

(A notarized copy of a Certificate of Assistant Secretary verifying the authority to enter into this guarantee shall be attached and appended to this Agreement and incorporated by reference.

Exhibit A

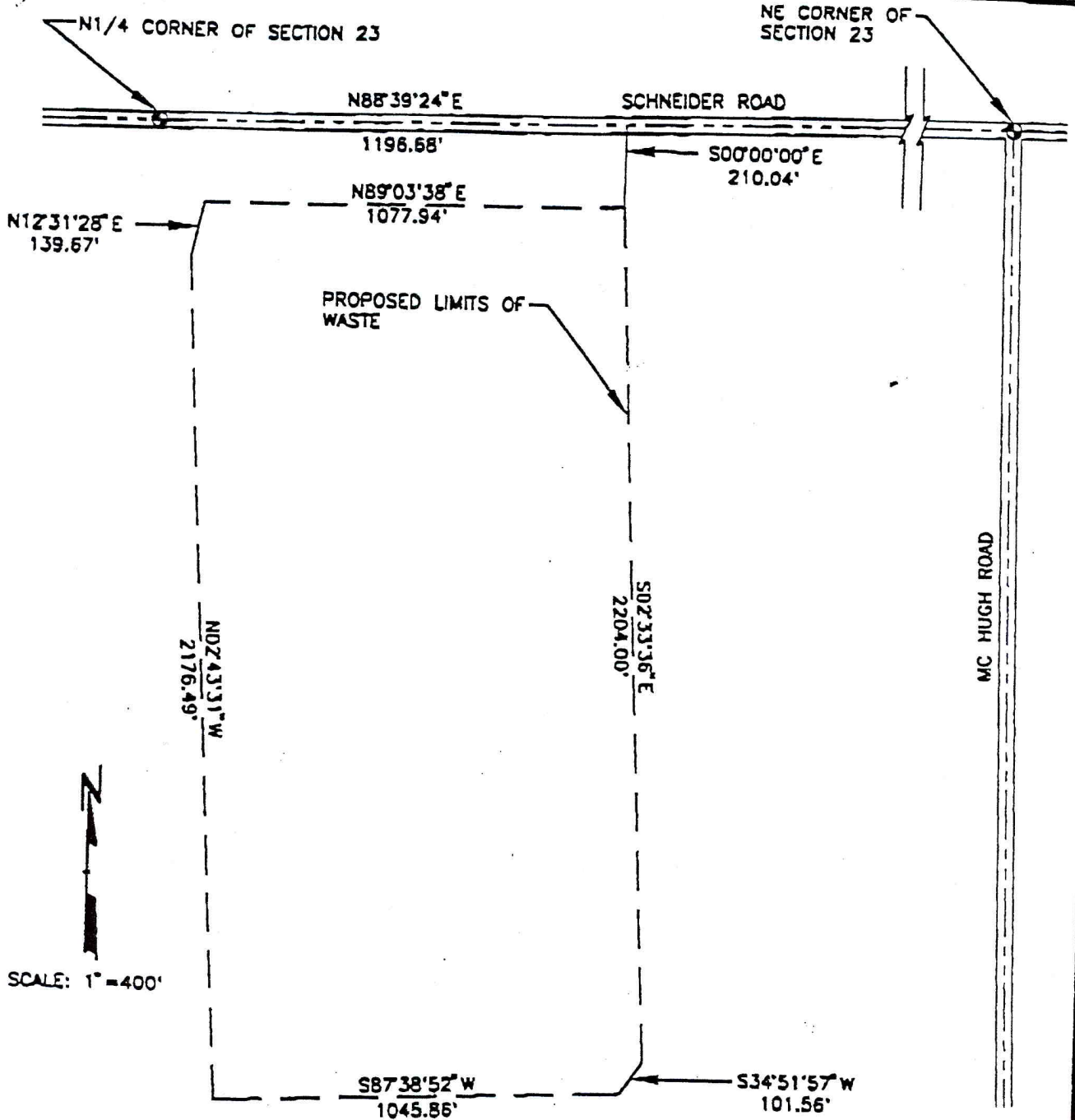
ACTIVE FILL AREA

Legal description: That portion of the W 1/2 NE 1/4 of Section 23 Township 19 N, Range 19 E, Town of Chilton, Calumet County, Wisconsin, legally described as follows:

Legal Description of Active Fill Area to be provided pursuant to the footprint approved by the Plan of Operation, which legal description shall be established by a survey and shall be attached to this Agreement.

Operator Name: alom...
 Scale: 1"=400'
 Dwg Size: Attached Xref's
 No xref's Attached.
 Plot Time: 12:37:0442 PM
 Plot Date: Tuesday, November 3, 1998

Plot Date: 11/03/98
 Drawing Name: J:\03948\63\39486301.DWG



Beginning at the North 1/4 corner, Section 23,
 T19N-R19E; thence N88°39'24"E, 1196.68' along the north
 line of the Northwest 1/4, said section, also being the
 centerline of Schneider Road; thence S00°00'00"E, 210.04'
 to the point of beginning; thence S02°33'36"E, 2204.00'
 along the East limits of waste; thence S34°51'57"W,
 101.56'; thence S87°38'52"W, 1045.86' along the South
 limits of waste; thence N02°43'31"W, 2176.49' along the
 West limits of waste; thence N12°31'28"E, 139.67'; thence
 N89°03'38"E, 1077.94' along the North limits of waste to
 the point of beginning.

Limits of Waste contains 2,548,526 square feet/58.5 acres,
 more or less.

PROPOSED LIMITS OF WASTE SUPERIOR - HICKORY MEADOWS LANDFILL



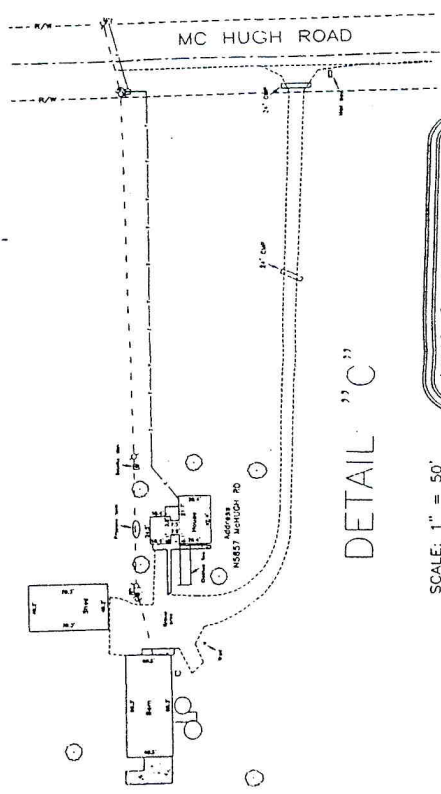
DRAWN BY:	STORMERL
APPROVED BY:	<i>J. Stormer</i>
DATE:	NOVEMBER 1998
PROJ /	3948.63
FILE /	39486301.DWG

Exhibit B

HICKORY MEADOWS WASTE FACILITY LEGAL DESCRIPTION
CALUMET COUNTY, WISCONSIN

As per attached B-1 - B-4 (pages 48-A through 48-D)

ALL OF THE NW 1/4-NW 1/4, SW 1/4-NW 1/4, AND THE SE 1/4-NW 1/4, SECTION 24;
ALL OF THE NE 1/4-NE 1/4, NW 1/4-NW 1/4, SW 1/4-NE 1/4, SE 1/4-NE 1/4, NE 1/4-SW 1/4,
NE 1/4-SE 1/4, NW 1/4-SE 1/4, SE 1/4-NW 1/4, AND SW 1/4-NW 1/4, PARTS OF THE NW 1/4-NW 1/4, AND
NW 1/4-SW 1/4, NE 1/4-NW 1/4, SECTION 23; PARTS OF THE NW 1/4-SE 1/4 AND SW 1/4-SE 1/4, SECTION 14;
-ALL BEING LOCATED T19N-R19E, TOWN OF CHILTON, CALUMET COUNTY, WISCONSIN



DETAIL "C"

SCALE: 1" = 50'

MAU & ASSOCIATES
LAND SURVEYING • CIVIL ENGINEERING

SHEET: 3 OF 4
ACAD-12 (EAGLE): S-5597
DRAFTED BY: STO
PROJECT NO.: S-5597
DRAWING NO.: S-530

ALL OF THE NW 1/4-NW 1/4, SW 1/4-NW 1/4, AND THE SE 1/4-NW 1/4, SECTION 24;
ALL OF THE NE 1/4-NW 1/4, NW 1/4-NW 1/4, SW 1/4-NW 1/4, SE 1/4-NW 1/4, NE 1/4-SW 1/4,
NE 1/4-SE 1/4, NW 1/4-SE 1/4, SE 1/4-NW 1/4, AND SW 1/4-NW 1/4, PARTS OF THE NW 1/4-NW 1/4, AND
NW 1/4-SW 1/4, NE 1/4-NW 1/4, SECTION 23; PARTS OF THE NW 1/4-SE 1/4 AND SW 1/4-SE 1/4, SECTION 14;
ALL BEING LOCATED IN T19N-R19E, TOWN OF CHILTON, CALUMET COUNTY, WISCONSIN

All of the Northeast 1/4-Southeast 1/4 and part of the Northwest 1/4-Southeast 1/4, Section 23, T10N-R10E-T14E, Poudre Canyon, Larimer County, Colorado.

[illegible]

Parcel contains 3.410.189 square feet/78.29 acres, more or less.
Excepting any lands previously dedicated for road purposes.

Note: Schedule B-2, **Commitment No.** CAL-950, #13 - does not affect this property.

Parts of the Northeast 1/4-Northeast 1/4 and the Northeast 1/4-Northeast 1/4, Section 23, T19N-R10E, Town of Chilton, Colburn County, Wisconsin, more fully described as follows:

[illegible][illegible]

CALL DIGGERS HOTLINE
1-800-242-8511

1-800-Z-2-6311
TOLL FREE
SECONDARY STATUTE 182.0173 (1974) REQUIRES THAT 3
WORK DAYS NOTICE BEFORE YOU EVACUATE
LOCATIONS OF THE DRYING UTILITY INSTALLATIONS
SHOWN ON THE PLANS ARE APPROXIMATE. THERE
ARE OTHER LOCATIONS WITH UTILITY SERVICE

REUSE OF THIS DOCUMENT
This document has been developed for application and not for general use. It may not be used without the written consent of the originator.

REUSE OF THIS DOCUMENT
This document has been developed for a specific application and not for general use. Therefore it may not be used without the written approval of

507 Greene Avenue
Green Bay, Wisconsin 54301
(920) 433-0000

SCALE: 1" = 200'

Exhibit C

STANDING COMMITTEE

1. **Purpose.** The Affected Municipalities and Superior Hickory Meadows Landfill, Inc. (hereinafter referred to as the "Operator"), agree to re-establish and continue to participate in the Standing Committee to monitor the construction and operation of the Solid Waste Facility (hereinafter referred to as Committee or Standing Committee).

2. **Membership.** Membership on the Committee shall consist of four (4) Town of Chilton representatives appointed by the Town Board, and one (1) representative appointed by the Calumet County Board. The Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Committee, unless otherwise expressly provided, a majority vote of the Committee is required. The Operator may appoint two (2) representatives to the Committee who shall be ad hoc members and shall have no vote.

3. **Term.** All members appointed shall serve at the pleasure of the respective entities that appointed them.

4. **Replacement and Removal.** A Committee member may voluntarily resign or be replaced at any time.

Any Committee Member may be removed by the Committee for good cause and upon a three-fourths (3/4) vote of the Committee.

5. **Quorum and Vote.** A majority of the Committee Members shall constitute a quorum, provided that voting shall be governed by the following rules: each member of the Committee present shall have one vote.

6. **Documents.** The Operator shall provide copies of all technical reports and monitoring data supplied to the Department by the Operator pertaining to the Solid Waste Facility, including the Plan of Operation, any proposed amendments to the feasibility study or any proposed changes to any special conditions imposed by the Department. Such copies shall be provided free of charge to the Committee.

7. **Meetings.** The Committee may establish a schedule for meetings for the purposes of review, explanation and discussion of said technical data and the status of the Solid Waste Facility construction, operation and closure. Special meetings of the Committee may be called by any member of the Committee upon written notice mailed at least five (5) days prior to the proposed meeting. Said meeting may be called for the purpose of addressing any issue of concern involving the Solid Waste Facility construction, operation or closure. Upon the occurrence of an event deemed by any Committee Member to constitute an Emergency condition, a special meeting may be called with less than five (5) days notice, provided each Committee Member is personally notified. The public may attend any Committee meeting. Any written notice called for in this Agreement or Exhibit shall be deemed effectively provided when either personally delivered or sent by mail to all Committee Members at the addresses listed by them with the Committee.

8. **Committee Inspections.** Individual Committee Members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility pursuant to the procedure provided in Article IV, Section 11 of the Agreement.

9. **Violations.** If, in the reasonable judgment of the majority of the Committee Members, the Solid Waste Facility is not being constructed or operated in compliance with the Operator's approved Plan of Operation, or with any applicable State statute or regulation, or any other provision of law, whether it be in law or equity, the Committee may serve written notice of such perceived noncompliance upon, and may make recommendations to, the Operator. Similarly, if any aspect of the construction, operation or closure of the Solid Waste Facility causes or is likely to cause, in the judgment of the majority of the Committee, a problem due to noise, dust, debris, odor, maintenance of access road, litter, traffic flow, traffic patterns or inadequate screening or fencing or any other problem, the Committee may serve upon the Operator written notice of the Committee's concern and make recommendations to remedy or address such concern.

Nothing herein shall be construed to limit the right or duty of the Affected Municipalities' officials to make such on-site inspections as deemed necessary under their duties to protect the public health and safety and to take action pursuant to law. Similarly, nothing herein shall be construed to limit any legal or equitable right of any neighboring property owner with respect to individual legal rights pursuant to law. Furthermore, the existence of the Standing Committee shall not constitute a waiver of any Affected Municipality or local property owner's public duties, rights or privileges pursuant to law.

10. **Enforcement.** The Affected Municipalities and Operator hereby stipulate that the Committee or Affected Municipalities shall have legal standing in their respective own names to enforce this Agreement if the Operator fails to remedy the concern of the Standing Committee as hereinbefore stated using the enforcement procedures hereinafter stated. Upon receipt of any notice of non-compliance or notice of an issue of concern to the Committee, the Operator shall immediately investigate any allegation of non-compliance or issue of concern made by the Committee and shall, if possible, take action as is necessary to alleviate and/or correct the situation within twenty-four (24) hours or by 5:00 p.m. of the next business day in the event of a weekend or holiday. The Operator shall deliver a written report concerning the investigation and any resulting Remedial Action to the Committee within seventy-two (72) hours or the next business day in the event of a weekend or holiday of receipt of the original notice. In the event the situation is incapable of being alleviated or corrected within the above time frames, the time periods shall be automatically extended so long as Operator is diligently working to alleviate or correct the situation. The Operator may petition the Committee or the Affected Municipality, as the case may be, for an extension of the above time limits and, upon showing sufficient cause, the Committee shall so extend the limits. In the event the Operator does not correct the condition to the satisfaction of a majority of the Committee within the time frames hereinbefore stated, the Committee may pursue such remedies as are available.

11. **Other Authority.** The Committee by vote or through its Chairperson or other designee, shall have authority to extend hours of operation as set forth under paragraph 2 of Section 2 of Article IV.

Exhibit D

AIR QUALITY STANDARDS

The Operator shall comply with all air quality standards required under the Plan of Operation or any modifications thereof or any other requirements of the Department or United States Environmental Protection Agency.

In addition, the Operator shall specifically comply with all of Administrative Code Regulations pertaining to emerging gases emanating from the site including, but not limited to, Wisconsin Administrative Code Chapters 400 et. seq., 500 et. seq., and 600 et. seq. Notwithstanding the foregoing, the Operator shall only be required to comply with those regulations which the Department imposes upon existing landfills such as the Active Fill Area and subsequent changes to such regulations.

The Operator shall take all reasonable precautions to minimize the amount of dust and particulate matter that leaves the Active Fill Area or its access roads during construction, operation, and closure. The total concentration of the suspended particulate shall not exceed 150 micrograms per cubic meter measured at the boundary of the Solid Waste Facility.

The Operator shall specifically comply with the Air Pollution Control Construction Permit issued January 9, 1998 by the Department of Natural Resources.

Exhibit E

WELL TESTING

Operator's General Requirements. The Operator shall comply with all background testing and groundwater monitoring as required by the Department in its approvals of the Feasibility Report and Plan of Operation, with the Operator providing the Standing Committee copies of all such requirements. A copy of the results of each well test required by this Exhibit shall be promptly provided by the Operator, at its cost, to the Affected Municipality, in which the well is located, the Standing Committee, and the property owner (or occupant) in question. The Operator shall undertake all testing required and by this Agreement in compliance with the Wisconsin Clean Water Act and any Federal or Department requirements, whichever is the most stringent.

Background Private Well Monitoring. The operator will perform background private well monitoring at its expense. The background testing will include the following residences and will include the listed parameters:

Background Private Well	Name	Address
BPW1	Arthur & Beverly Boesch	N5739 McHugh Road
BPW2	Carl & Donna Boesch	N5857 McHugh Road
BPW3	Ruben & Carolyn Behnke	N5941 McHugh Road
BPW4	Ruben & Carolyn Behnke	W3098 Schneider Road
BPW5	Eugene & Patricia Woelfel	N5926 McHugh Road
BPW6	David & Paula Schneider	W3181 Schneider Road
BPW7	Dean & Janet Bergelin	N5730 Hwy "BB"
BPW8	David & Mary Kohl	N5814 Hwy "BB"
BPW9	Paul & Diane Eichmeier	N5955 Hwy "BB"
BPW10	Alvin & Deloris Koffarnus	N6029 Hwy "BB"
BPW11	Douglas & Cheryl Koffarnus	N5819 Hwy "BB"
BPW12	Daniel & Cynthia Koffarnus	N6033 Hwy "BB"
BPW13	Mark & Peggy Schneider	N6172 Hwy "BB"
BPW14	John & Sandra Mueller	N6153 Hwy "BB"
BPW15	John & Lori Krueger	W2768 Schneider Road
BPW16	Don & Sharon Hooyman	W2753 Schneider Road

Background Private Well	Name	Address
BPW17	Henry & Vera Juckem	W2772 Schneider Road
BPW18	Schneider Farms, Inc.	W3181 Schneider Road

At the time of laboratory sample collection, a separate sample container will be used for field testing. The private well sample will be tested in the field for pH, temperature, specific conductivity and color, odor and turbidity will be observed. Field data will be recorded on Groundwater Monitoring Field Forms and forwarded to the laboratory to be included in the laboratory report. Upon receipt of the laboratory report, the Operator will prepare a brief letter to each property owner and the Standing Committee, with an explanation of the laboratory test results.

Parameter
Total Alkalinity
Sulfate
Total Manganese
Total Iron
Total Cadmium
Total Lead
Total Boron
Total Zinc
Total Hardness
Chloride
TOC (Total Organic Carbon)
TOX (Total Organic Halogen)
*Nitrate + Nitrate (as N)
*Coliform Bacteria

Routine Private Well Monitoring Program. The Superior Hickory Meadows Landfill Standing Committee will establish up to ten private wells to be monitored on an annual basis. The private wells selected for sampling will be established based on the following criteria. This criteria will give weight from the most important (1) to the least important (5):

1. Proximity to landfill
2. Down gradient from landfill
3. Request by home owner
4. Previous testing performed and historical data obtained
5. Private well located up gradient and/or greater than one mile from the landfill

Standing Committee to Select Wells. The Standing Committee and the Operator shall jointly identify up to ten wells in any given year, which shall be subject to routine testing by the Standing Committee and the Operator at an expense to be shared equally, as hereinafter provided.

Notwithstanding the foregoing, the Operator shall not be required to sample any of the water supply wells serving the properties identified above for the purpose of determining the water quality of well water of these properties, unless it first receives, in the form attached as an Addendum to this Exhibit, written permission from the respective property owner or if the property is not owner occupied from the occupant. The routine testing of the private wells shall be conducted annually thereafter until 40 years after Final Closure or until the Standing Committee and the Operator mutually agree to terminate the routine private well monitoring program, whichever occurs first.

In the event that the owner(s) or user(s) of any well so identified refuses to give the Operator written consent, the Operator shall advise the Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year.

Sampling Protocol. All routine well samples shall be analyzed for the following parameters:

Field	Ph
	Conductivity
	Color
	Odor
	Turbidity
	Temperature
Lab	Total Alkalinity
	Sulfate
	Manganese
	Total Iron
	Total Hardness
	Chloride

The Standing Committee and the Operator shall jointly be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a Consulting Firm selected by the Operator and agreed to by the Standing Committee. The Operator and the Standing Committee shall both be deemed clients of the Consulting Firm, except as to the payment obligation, which, except as otherwise provided herein, shall be divided equally between the Operator and the Standing Committee. The Operator and the Standing Committee shall have equal

access to the Consulting Firm for input as to the services to be rendered; however, if the Standing Committee requests any services, in addition to those contemplated within this Agreement or any agreement with the Consultant, they shall be the sole obligation of the Standing Committee and the Standing Committee shall enter into a separate contract for these services. The Operator shall have no payment obligation for such additional separate contract services. In addition, the Operator and the Standing Committee shall have equal access as to all information pertaining to the services and/or product provided by the Consulting Firm. Any contract or agreement with the Consulting Firm shall contain an informed consent provision requiring the Consulting Firm to consult with both the Standing Committee and the Operator on an equal basis and shall provide that no information in any way pertaining to the services and products to be provided under this Agreement shall, in any way, be privileged or confidential.

The samples collected from the above specified wells shall be analyzed by a NR 149, Wis. Admin. Code, certified lab utilizing the following procedure. The Operator shall provide the Standing Committee with a current list of certified labs which it finds acceptable. The Standing Committee shall select one lab from this list and advise the Operator of its selection. The Operator shall submit all samples collected to that lab providing the Operator can negotiate, to its sole satisfaction, an acceptable price from that lab for the analytical work. In the event an acceptable price cannot be negotiated, the Operator shall advise the Standing Committee and the foregoing procedure shall be used to select another mutually acceptable lab. In the event that the Operator again finds the price of the analytical work unacceptable, the lab having the lower quoted price shall be utilized. In any event, the Operator shall instruct the selected lab to deliver the test results to the Standing Committee within sixty (60) days from the Operator's receipt of notice of the Standing Committee's initial lab selection. The Standing Committee shall notify the Operator of any second lab selection within five (5) days of the Operator's request for the same and if the Standing Committee takes more than five (5) days this number of days shall be added to the sixty (60) day period afforded to the lab to deliver the results.

Response to Well Contamination. (a) If the test of a sample collected by the Operator, DNR, or a third party from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary non-bacterial maximum contaminant level as defined in NR 809 or a health related Enforcement Standard as defined in NR 140.10, Wis. Admin. Code, then:

- (A) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same utilizing the procedure stated above to confirm the exceedance. The Operator shall deliver the test results to the Standing Committee within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented.

If the results of this test do not confirm the exceedance, then the Operator shall collect a third sample utilizing the same procedure. The Operator shall deliver the test results to the Standing Committee within sixty (60) days of said notice. If results of the third sample confirm the exceedance, then the exceedance will be said

to have been documented. If the results of the third sample do not confirm an exceedance, then the exceedance will be said not to have been documented.

- (B) If the results of the Operator's test under subparagraph A document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents and livestock residing upon the property served by the well and utilizing the same. However, the Operator's obligation to provide potable water to livestock shall be contingent upon the Town of Chilton selling water to the Operator at a cost as is then determined by the Wisconsin Public Service Commission.
- (C) If upon further investigation, including additional testing by the Operator, it is determined by DNR that the exceedance is caused by a source other than the Landfill, then the Operator's obligation to provide potable water will cease.
- (D) In the event the above investigation establishes, to DNR's satisfaction that the Solid Waste Facility is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply.
- (E) The foregoing procedure of providing water under Subparagraph B upon the detection of an exceedance ("First Response") shall only be binding upon the Operator if: (i) the well at which the exceedance was detected is within a one and one-half (1½) mile radius of the proposed Active Fill Area as delineated in the Feasibility Study and (ii) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under subparagraphs C and D.

If the test of a sample collected by the Operator, DNR, or a third party from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of an indicator standard as defined in the table below, then:

- (F) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same utilizing DNR's protocols for sampling and analysis to confirm the Exceedance. If the results of this test confirm the Exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the Exceedance, then the Operator shall collect a third sample utilizing the same procedure. If results of the third sample confirm the Exceedance, then the Exceedance will be said to have been documented. If the results of the third sample do not confirm an Exceedance will be said not to have been documented.
- (G) If an Exceedance is documented, then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

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

** As amended from time to time.

Addendum to Exhibit E

ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this _____ day of _____, 19____, between _____ of _____ as the owner of property upon which a well is located and/or the user of a well (hereinafter called well "owner/user") and Superior Hickory Meadows Landfill, Inc. (hereinafter called "Superior").

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

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

- (1) Polluting the water of well(s) on the premises.
- (2) Damaging the well(s), pump(s) and/or casing(s) located on the property.

Superior agrees to correct any of the above-noted problems arising due to the negligent acts or willful misconduct of Superior, its agents, employees, and/or independent contractors in performing the sampling of the well. Well owner/user, however, shall not hold Superior, its agents, employees and/or its independent contractor liable for any diminution in water quality or quantity from the sampled well or for failure, interruption or shortage of water, or any loss or damage resulting therefrom in whole or in part by performance of the sampling except for negligence on the part of Superior, its agents, employees, and/or independent contractors.

This Access Agreement shall remain in effect until the owner/user ceases to own/use the well on the property.

Well Owner/User

SUPERIOR HICKORY MEADOWS LANDFILL, INC.

By: _____
Authorized Representative

Exhibit F

PROPERTY VALUE PROTECTION PLAN AND PURCHASE AGREEMENT

This plan provides protection against the reduction of value to the properties listed in Attachment 1 for any diminution in the value of real property during the time that the landfill is accepting waste. This plan provides property owners that are located within one mile of the landfill, with financial protection or assurances, that if the owner elects to sell their real estate they will be guaranteed that they will receive fair market value as if there were no landfill facility. To be eligible for a payment from the Operator, the property must be listed for sale with a real estate broker licensed under the laws of the State of Wisconsin. At the time the property owner elects to utilize the protections provided for under this plan, the property owner or the property owner's broker must provide the Operator with both the broker's name and a copy of the listing agreement.

When the property owner receives a bona fide third-party offer, they must advise the Operator immediately and provide the Operator with a copy of the offer to purchase. The Operator reserves the option to then make an outright purchase of the property at the offer price.

In that event, the Operator would match the offer price, which would be paid to the property owner as the actual sale price, plus if the offer price is less than the fair market value for the residential property assuming that the landfill had never been used, then the Operator would pay the property owner the difference in the (i) the actual sale price and (ii) the fair market value of the residential property, assuming that the landfill had never been used, as determined by the appraisal process.

If the Operator chooses not to purchase the property, the property owner shall proceed to close on the sale pursuant to a bona fide arm's length offer to purchase. The property owner must provide the Operator with a copy of the offer to purchase, the closing statement showing the actual sale price and such other closing documents as the Operator may reasonably request. If the residential property sells for less than the fair market value, then the Operator will pay directly to the property owner, the difference in (i) the actual sale price and (ii) the fair market value of the residential property, assuming that the landfill had never been utilized, as determined by the appraisal process. The Operator's obligations are not triggered if the residential property is transferred other than pursuant to a bona fide third party offer to purchase.

Further, in the event that the property owner listed the property with a licensed real estate broker but, after one hundred eighty (180) days, received no offer to purchase, the Operator agrees to purchase the property outright at the fair market value assuming that the landfill had never been utilized. The purchase price will be determined by the appraisal process. The Operator will close on the purchase of the residential property within ninety (90) days of the date the appraisers finalize and submit their final appraisals to both the Operator and the property owner.

As discussed above, the fair market value of the residential property, assuming the landfill had never been used, will be determined by an appraisal process. Specifically, within twenty (20) days after the property owner notifies the Operator in writing that they were unable to sell the

property within 180 days or if the bona fide arms length offer is below the fair market value, the Operator and the property owner will each select and retain one independent appraiser. Each appraiser retained must have, at minimum, a designated membership from the American Institute of Real Estate Appraisers or be recognized by the Society of Real Estate Appraisers. The Operator will be responsible for all fees and costs for the Operator's appraiser and the owner will be responsible for the first \$200 of appraisal costs for their appraisal with the Operator being responsible for the remaining fees and costs. Appraisal costs will be paid by the Operator within forty-five (45) days of its receipt of the bill for services rendered by the appraisers. Each appraiser will appraise the real property at its fair market value both (i) as of that day and (ii) as of that day but making the sole additional assumption that the Landfill Site had never been utilized.

Appraiser's Guidelines:

1. Assume that no landfilling activities are or will be undertaken at the site.
2. Any comparables selected by the appraiser shall be located a sufficient distance away from the Solid Waste Facility so that the selling price was not in the opinion of the appraiser, influenced by the presence of the Solid Waste Facility.
3. A uniform residential appraisal form as customarily used for conventional financing shall be satisfactory for residential property. For vacant land, farm property with residences and other out buildings, or other types of real estate, a full narrative appraisal shall be prepared. The appraisal shall be prepared in full compliance with any and all state standards that pertain to the preparation of an appraisal of the property, except those standards that are specifically pre-empted by these instructions.
4. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.
5. The appraisal shall be completed within 45 days of the date of notice of intent to sell provided to Corporation.
6. The appraisal shall provide a copy of the written appraisal to Seller and Corporation immediately upon its completion. If Corporation accepts the appraised value, this shall be the purchase price. Corporation shall provide written acceptance to Seller within 60 days of receipt of the written appraisal report.
7. When appraisers have completed their individual appraisals of the property, the two appraisers shall meet and attempt to agree upon the fair market value of property, assuming the landfill had never been used.
8. If the two appraisers cannot agree, and the seller and corporation cannot reach agreement, then the two appraisers will jointly select and retain a third appraiser. The operator will pay all costs and fees associated with the third appraiser. Within thirty (30) days after being retained, the third appraiser will individually appraise the residential property at its fair market value both (i) as of that day and (ii) as of that day but making the sole

additional assumption that the landfill site had never been utilized. The fair market value, assuming the Landfill Site had never been utilized, as determined by the third appraiser will be binding on both parties. Both the seller and the Operator will receive copies of all appraisals.

The Operator retains the right to conduct an Environmental Assessment (EA) of any property they are required to purchase. Should the EA conclude that there are environmental impacts, the property owner will be required to remediate and certify that the property is free of environmental impacts prior to the closing of the property to the Operator. In the event that an EA is requested by the Operator, the appraisal process will begin when the Operator has received certification from the property owner that the property is free of environmental impacts

This agreement applies to existing individual owners of residential and agricultural properties as of January 1, 1999 and certain related transferees described below ("Related Transferees") but does not include commercial property, nor does it include residential, commercial or agricultural property completed after January 1, 1999 on property included within a one mile radius of the Active Fill Area. No property listed in this plan is assignable other than to Related Transferees.

Accordingly, the Operator will have no future obligations to the new owners of this property other than to the Related Transferees. The closing on the above mentioned properties shall be no later than the date of Final Closure of the Active Fill area of the landfill. For purposes of this paragraph, Related Transferees include:

- (1) spouse;
- (2) parent or parents;
- (3) child(ren);
- (4) step-parents or step-child(ren);
- (5) son-in-law or daughter-in-law;
- (6) trust established by the property owner eligible for the property protection plan;
- (7) a beneficiary of a will or a person that acquires the property through decent or survivorship as long as the beneficiary or person is a spouse, parent, step-parent, child, step-child, son-in-law or daughter-in-law of the person eligible for the property protection plan.

Related Transferees are eligible for the property protection plan set forth in this Exhibit F only if the Related Transferees are transferred ownership of the entire parcel of property.

In addition, those properties listed in Attachment 2 are exclusively ineligible under the Property Value Protection Plan of this Agreement.

Attachment 1

Eligible Property List

Property #	Residential and Agricultural Property Owners	Number of Acres
1	Arthur Boesch	80
2	Jerry & Kathleen Richie	40
3	Alice Irvine	40
4	Ralph Joas	13.33
5	Melvin & Doris Bergelin	62
6	Joseph Parent	5.09
7	Paul Harder	1.16
8	Frederick Harder	158
9	Frederick Harder	98
10	Frederick Harder	20
11	Kurt Seefeld	17
12	Kenneth & Lisa Liebzeit	2.68
13	Eugene Jensen	2.34
14	Donald & Sharon Hooyman	approx. 1
15	Juckem Living Trust ~ Henry & Vera Juckem	1.19
16	John & Lori Krueger	119
17	Dennis & Judith Beggs	70
18	Campbell Bros., Inc.	80
19	Cyril & Delores Schwalenberg	79
20	Clarence Buechel	44

21	Sylvester Berchem	104
22	Ken Hallas	1.0
23	Sylvester Berchem	39
24	Keith Berchem	5.05
25	Crest View Farms	105
26	Delvin Heimerl	1.2
27	Gary Schaefer	5.3
28	Mathias Fochs	4.78
29	John Mueller	39
30	Nicholas Mueller Estate (now John Mueller)	9.2
31	Michael Vollmer	52
32	John Mueller	200
33	Alvin & Delores Koffarnus	59
34	Dan Koffarnus	79
35	Alvin & Delores Koffarnus	1
36	Paul Eichmeier	78
37	Norbert Eichmeier	2
38	Kenneth & Nancy Kolbe	100
39	Alvin & Delores Koffarnus	40
40	Douglas & Cher Koffarnus	18
41	David & Mary Kohl	2.08
42	Melvin & Doris Bergelin	80
43	Federwitz Trust	1.04

44	Dean Bergelin	79
45	James & Janella Mader	193
46	Richard & Catherine Depies	38.5
47	Richard & Catherine Depies	78
48	Gary & Jeri Matter	80
49	Maple Grove Dairy Farm	249
51	Maple Grove Dairy Farm	74
52	John Schneider	2
53	Mark Schneider	1.78

Attachment 2

Ineligible Property List

Property #	Residential and Agricultural Property Owners	Number of Acres
		75
1	Schneider Farms	30
2	Schneider Farms	41
3	Schneider Farms	41
4	Schneider Farms	80
5	Schneider Farms	75
6	Schneider Farms	85
7	Schneider Farms	51
8	Schneider Farms	115
9	Schneider Farms	8.6
10	Schneider Farms	83
11	Al & Bonnie Schneider	

Exhibit G

POST-CLOSURE SITE PLAN

The Operator, from the date of Final Closure and extending until forty (40) years after Final closure, shall establish the Active Fill Area as an open green space. Open green space shall refer to a treeless, undisturbed, unimproved vegetated area consistent with the intent of preserving the integrity of the closed Active Fill Area. The uses, activities and operation at the Active Fill Area shall be carried out as required by the Department.

The Operator shall, within nine months of the approval of this Agreement by both the Town and County, submit a development and post-closure site landscaping plan for the Superior Hickory Meadows Landfill facility to the Town Board. The Plan shall address, with specificity, development, Post Closure operations and restoration of the facility in a fashion that is as aesthetic as reasonably possible and consistent with the open green space concept set forth above. Passive recreation areas may be included, with Standing Committee approval, consistent with the foregoing. In the event that such plan is not approved by the Town Board within twelve months, the parties may agree to extend such time period to approve such plan for additional six month periods. In the event that such plan is not approved by the Town Board by December 31, 2001, either the Operator or the Town may apply for binding arbitration regarding the terms and provisions of the plan. The costs and expenses of arbitration shall be borne by the Operator.

If the parties cannot agree on an arbitrator, then application shall be made to the American Arbitration Association to appoint an arbitrator. The arbitrator shall have authority to hire a qualified expert with no financial or business relationship or history of such relationship with either party to advise the arbitrator regarding appropriate content for the Plan, provided such terms do not interfere with the Long-Term Care and Closure responsibilities of the Operator required by the DNR and applicable state and federal administrative rules and law, nor shall the same be less restrictive than any provision of the Plan of Operation or any requirement imposed upon the Operator by the DNR or by applicable administrative rule or law.

Exhibit H

DIVISION OF DIRECT PAYMENTS

The Town of Chilton and Calumet County have agreed to divide the Direct Payments as provided for in Article VI, Paragraph 1, as follows:

Town of Chilton	96%
Calumet County	4%

The County's use of the 4% shall be divided such that 75% shall be deemed unrestricted County funds with 25% to be limited to funding projects or programs (over and above the prior year funding for the projects or programs) that include the following:

1. Soil and water conservation.
2. Educational scholarships.
3. Calumet County Fair.
4. Emergency Government.
5. Library expenses.
6. Such other programs or projects as may be approved by the Standing Committee.

The Final Agreement calls for some monies to be paid into the Town of Chilton Landfill Fund. Immediately following receipt, the Town of Chilton Treasurer, or other authorized individual, shall make the mathematical calculation and issue a check to the Calumet County Treasurer and forward the same. Calumet County shall have 21 days after receipt of such check to verify the amount of the payment issued by the Town of Chilton.

Accompanying the division of fees, the Town of Chilton Clerk shall provide the Calumet County Treasurer with a copy of the supporting documentation provided by Superior Hickory Meadows Landfill, Inc. and shall specifically note the amount of the payment made to the Town of Chilton Landfill Fund.

Exhibit I

TOWN OF CHILTON LANDFILL FUND

WHEREAS, the parties hereto desire to provide direct payments to a Town of Chilton Landfill Fund to ensure that monies are available to deal with local concerns and protect against environmental perils presented by the proposed Superior Hickory Meadows Landfill; and

WHEREAS, the parties desire that the Fund be controlled, administered and used by the Town of Chilton and the Town of Chilton alone, the Operator expressly taking no position on the specific use of such funds and desiring no involvement in the Town Landfill Fund; and

WHEREAS, the parties desire to bind all of their successors and assigns in order to create a fund that will provide for long-term care and concerns of the site;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That all payments provided for in the Negotiated Agreement payable to the Town of Chilton be set aside and placed in a separate, interest-bearing account or fund (hereinafter referred to as the "Town of Chilton Landfill Fund" or "Town Landfill Fund" or "Landfill Fund").

2. That the Town Landfill Fund shall have two components.

A. One shall be a long-term reserve fund to be set aside for Solid Waste Facility related claims and liabilities and shall exist in lieu of the Town of Chilton having a separate landfill liability impairment insurance policy. Such funds shall be only used for such purposes when all other sources fail, are found not to be available or completely depleted. Twenty-five percent (25%) of all funds paid to the Town of Chilton as direct payments or host fees shall be set aside into this reserve account, until such account reaches the sum of \$1,000,000. Thereafter, additional funds may be added to such fund as the Town Board may direct, if it appears that there will be liabilities, claims or other concerns that call for the setting aside of additional funds. If not, said funds shall be placed in an interest-bearing account and shall not be removed from such fund, except for those purposes specifically set forth hereinabove, until at least five (5) years after the Active Fill Area of the Solid Waste Facility is no longer receiving waste.

B. That twenty-five percent (25%) of all sums received as direct payments by the Town of Chilton shall be set aside into a Town Landfill Operating Fund that shall be used solely for expenses reasonably related to the Town's involvement with the landfill site or Solid Waste Facility or treated concerns of the Town of Chilton or County of Calumet, including but not limited to:

- (1) administering the Town Landfill Fund;
- (2) procuring insurance to protect the Town or its residents from liability relating to the landfill;

- (3) monitoring or providing for the monitoring of existing or potential environmental pollution or contamination;
- (4) preventing, controlling or minimizing the impact of any peril threatened by, caused by or related to the landfill;
- (5) resource recovery or recycling programs within the Town of Chilton;
- (6) additional screening or berming not otherwise provided for in the agreement;
- (7) litter or rodent control;
- (8) Standing Committee expenses; and
- (9) protection of local property values.

3. That the Operator shall take no position and shall have no involvement with the Town's use of the Town Landfill Fund, expressly waiving any standing to consent the same.

4. That the Town Board of the Town of Chilton shall authorize disbursements and payments from the Landfill Fund, reserving the right to assign for review and recommendation such payments to either the Standing Committee (excluding the Operator's representatives on such committee), Town Planning Commission or similar advisory body.

5. In the event of any payment made from the Town Landfill Fund, the Town of Chilton shall be subrogated to all of the payee's rights of recovery, if such payee is a person or corporate entity suffering from loss due to Solid Waste Facility related causes, to the extent of the payment so made. Such subrogation rights shall allow the Town of Chilton to replenish the Town Landfill Fund for any sums so expended.

6. The Town Board shall also have authority to use interest earned from the Town Landfill Fund for any purpose allowed by the law.

7. The Town Board shall determine the duration of the Town Landfill Operating Fund after which remaining sums in the Town Landfill Operating Fund may be released into the Town of Chilton General Fund, reinvested or used in any fashion allowed by law. The Town Board shall be allowed to stagger or partially release such funds over intervals. However, in no event will the Town Board allow the release of any part of the principal of the Town Landfill Operating Fund until at least fifteen (15) years after the DNR approves final closure of the site. Such methods and duration of final disbursement of the Town Landfill Operating Fund shall be determined by the Town Board by resolution or ordinance prior to the receipt of any direct payments. Subsequent Town Boards may extend the term of such disbursements so funds are released at later dates but may not provide for early release, except as may be required as hereinbefore provided.

8. **Operating Fund Limits.** Once the Operating Fund reaches \$1,000,000, the Town of Chilton will not be obligated to pay any further sums into such account unless the Town feels

it is in the general public interest to do so.

9. The remainder of the funds paid in to the Town Landfill Fund that the Board believes are not required or necessary to be added into the Operating or Reserve Fund shall be paid into the Town of Chilton General Fund. Such funds shall not be restricted in their usage.

Exhibit J

SOCIOLOGICAL PAYMENT PLAN

The Corporation shall make the following sociologic impact payment distributions to residential property owners listed in the following attachments, from the Effective Date Initial Term through Final Closure. Payment for the calendar year shall be prorated from the Effective Date through the end of the year, with such payment to occur thirty (30) days after the Effective Date of this Agreement. The first payment shall be made within forty-five (45) days of the Effective Date and thereafter on or before January 25 of each succeeding year until Final Closure.

1. The sum of \$1,500 will be paid to property owners owning real, owner occupied residential property that abuts the Solid Waste Facility as described in Exhibit B. For the purposes of this section, properties separated by roadways are not excluded from this payment and are interpreted as abutting. The list of property owners who are entitled to the preceding payment is attached as Attachment 2 to Exhibit I. Such properties will be referred to as owner occupied abutting residential properties and will be entitled to the aforementioned payment provided they occupy their residence as identified.
2. The sum of \$2,000 will be paid to property owners owning real, owner occupied residential property on Schneider Road between the Solid Waste Facility site entrance road and State Highway 57. The list of property owners who are entitled to the preceding payment is attached as Attachment 1 to Exhibit I. Such properties will be referred to as owner occupied corridor residential properties and will be entitled to the aforementioned payment, provided they occupy their residence as identified.

The annual payment to residential property owners whose property abuts the Solid Waste Facility and whose property is on Schneider Road between the Solid Waste Facility entrance road and State Highway 57 shall not exceed \$2,000 per year, in total.

The Sociological impact payment shall be adjusted annually by (i) the percentage increase in the Consumer Price Index (U.S. City Average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months or (ii) four (4) percent, whichever is greater. In calculating the CPI, the base date for the CPI adjustment is January 1, 1999. The first adjustment of such base amount shall be made as of January 1, 2000, based upon the January index released by the Bureau of Labor Statistics of the U.S. Department of Labor. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available and each January 1 thereafter.

Attachment 1

Owner Occupied Corridor Residential Properties

Property	Property Owner	Address
1	Donald E. Ruhland	W2508 Schneider Rd
2	John & Lori Krueger	W2768 Schneider Rd
3	Don & Sharon Hooyman	W2753 Schneider Rd
4	Henry & Vera Juckem	W2772 Schneider Rd
5	Kenneth & Mary Raddatz	W2551 Schneider Rd

Attachment 2

Owner Occupied Abutting Residential Properties

Name	Address
Arthur & Beverly Boesch	N5739 McHugh Rd
Dean & Janet Bergelin	N5730 Hwy BB
David & Mary Kohl	N5814 Hwy BB
Paul & Diane Eichmeier	N5955 Hwy BB
Alvin & Deloris Koffarnus	N6029 Hwy BB
Douglas & Cheryl Koffarnus	N5819 Hwy BB
Daniel & Cynthia Koffarnus	N6033 Hwy BB
John Mueller	N6153 Highway BB

Exhibit K

PCB IMPACTED SEDIMENTS

Calumet County and the Town of Chilton acknowledge that, as of the effective date of this Agreement, there are ongoing discussions involving the U.S. EPA, the Department, and other parties not signatories to this Agreement, regarding the disposition of PCB-Impacted Sediments located in the waters of the State of Wisconsin. After execution of this Agreement Superior Services, Inc. or one or more of its affiliates intends on pursuing a disposal agreement with Calumet County and the Town of Chilton to Dispose of PCB-Impacted Sediments in the landfill.

The future potential agreement for disposal of PCB-Impacted Sediments, if developed, will be established as a separate executed exhibit to be inserted into this Agreement.

"PCB-Impacted Sediments" are defined as those sediments containing PCBs at any concentration from remediation projects authorized for disposal in Wisconsin landfills which are subject to—U.S. EPA Region 5's Approval to the Department to Dispose of PCB-Impacted Sediment in a Wisconsin Landfill, dated January 24, 1995 (attached) or any subsequent amendment by EPA-Region V to such approval, or (ii) TSCA.

ACORD. CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
04/29/99**PRODUCER**MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002

10056-99/99 HML01

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

COMMERCE AND INDUSTRY INS. CO.

COMPANY

B

N/A

COMPANY

C

COMPANY

D

INSUREDSuperior Services, Inc. et al;
Superior Hickory Meadows Landfill,
Inc.
W3105 Schneider Road
Hiebert, WI 54129**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER POLLUTION LEGAL LIAB. CLAIMS MADE FORM SUDDEN & GRADUAL	PLL 818 3833	5/19/96	07/01/99	\$10,000,000 EACH LOSS \$10,000,000 TOTAL ALL LOSSES

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COVERAGE FOR SUPERIOR HICKORY MEADOWS LANDFILL, INC. EFFECTIVE 5/20/99.

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDERCALUMET COUNTY
206 COURT STREET
CHILTON, WI 53014**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD. CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
04/29/99**PRODUCER**MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**COMPANIES AFFORDING COVERAGE**COMPANY
A COMMERCE AND INDUSTRY INS. CO.COMPANY
B N/ACOMPANY
CCOMPANY
D**INSURED**Superior Services, Inc. et al;
Superior Hickory Meadows Landfill,
Inc.
W3105 Schneider Road
Hiebert, WI 54129**COVERAGES**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER POLLUTION LEGAL LIAB. CLAIMS MADE FORM SUDDEN & GRADUAL	PLL 818 3833	5/19/96	07/01/99	\$10,000,000 EACH LOSS \$10,000,000 TOTAL ALL LOSSES

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COVERAGE FOR SUPERIOR HICKORY MEADOWS LANDFILL, INC. EFFECTIVE 5/20/99.

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE
OPERATIONS OF THE NAMED INSURED.**CERTIFICATE HOLDER**TOWN OF CHILTON
18 WEST MAIN STREET
CHILTON, WI 53014**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

COMMERCE AND INDUSTRY INSURANCE COMPANY
70 PINE STREET
NEW YORK, N.Y.

A Capital Stock Company
(herein called the "Company")

NAMED
INSURED
AND
POST OFFICE

Superior Services, Inc.
10150 W. National Avenue
Suite 350
West Allis, WI 53227

POLLUTION LEGAL LIABILITY

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY - PLEASE READ CAREFULLY.

POLICY NUMBER: PLL 8183833

Item 1: NAMED INSURED:
ADDRESS:

Superior Services, Inc.
10150 W. National Avenue
Suite 350
West Allis, WI 53227

Item 2: POLICY PERIOD

FROM: May 19, 1996 TO: March 30, 1999
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED
INSURED SHOWN ABOVE

Item 3: LIMIT OF LIABILITY, up to

\$10,000,000	each LOSS
\$10,000,000	Total for all LOSSES

Item 4: DEDUCTIBLE

\$ 100,000	each LOSS
------------	-----------

Item 5: COVERED LOCATIONS

SEE ATTACHED COVERED LOCATIONS
ENDORSEMENT

Item 6: POLICY PREMIUM

\$360,954

Item 7: RETROACTIVE DATE

SEE ENDORSEMENT # 4

Broker:

Marsh & McLennan
1000 Louisiana
Suite 4000
Houston, TX 77002-5008


AUTHORIZED REPRESENTATIVE

C&I COMMERCE AND INDUSTRY INSURANCE COMPANY
(a Stock Company, herein called the Company)

70 PINE STREET
NEW YORK, NY 10270

POLLUTION LEGAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENT UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS APPEAR IN BOLD FACE TYPE.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and Application made a part hereof and subject to all the terms of this Policy, the Company agrees with the **Named Insured** as follows.

I. INSURING AGREEMENT

- A. To pay **Loss** on behalf of the **Insured**, in excess of the Deductible amount shown in Item 4 of the Declarations, that the **Insured** has or will become legally obligated to pay as a result of **Claims** first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the Extended Reporting Period if applicable, for **Pollution Conditions Emanating From** the locations designated in Item 5 of the Declarations, that result beyond the boundaries of such locations in **Bodily Injury, Property Damage or Cleanup Costs** which are unexpected and unintended from the standpoint of the **Insured**.
- B. To have the right and the duty to defend any **Claims** as described in Paragraph A. above. The Company's duty to defend or continue defending, and to pay any **Loss**, shall cease once the applicable limit of liability, as described in Section V., "Limit of Liability and Deductible," has been exhausted. Defense costs, charges and expenses, as included in the definition of **Loss** as described in Section III. "Definitions," Paragraph G., reduce the applicable limit of liability, as described in Section V., and are included within the Deductible amount shown in Item 4 of the Declarations:

II. CLAIMS PROVISIONS

- A. It is a condition precedent to coverage under this claims made and reported Policy that:
- 1) In the event of a **Claim**, the **Insured** shall give the Company's representative(s) as identified in this paragraph written notice promptly and in any event within 7 days of receipt of the **Claim** by the **Insured**.

All **Claims** shall be reported to:

Division Attorney - Pollution Legal Liability
Commerce and Industry Insurance Company
70 Pine Street
New York, New York 10270

and

Home Office Senior Supervisor, Pollution Legal Liability
American International Adjustment Company, Inc.
Environmental Claims
80 Pine Street
New York, New York 10005

or other address(es) as substituted by the Company in writing.

- 2) The **Insured** shall furnish information at the request of the Company. When a **Claim** has been made, the **Insured** shall forward to the Company as soon as practicable after receipt, or receipt by its representative or agent, of the following:
 - a. All correspondence between the **Insured** and any third party claimant;
 - b. All demands, summons, notices or other processes or papers filed with a court of law, administrative agency or an investigative body.
 - c. All technical reports, laboratory data, field notes or any other documents generated by persons hired by the **Insured** to investigate or remediate **Pollution Conditions**;
 - d. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
 - e. Any other information developed or discovered by the **Insured** concerning the **Claim** whether or not deemed by the **Insured** to be relevant to the **Claim**.
- B. No costs, charges or expenses shall be incurred in the defense or investigation of **Claims** without the Company's consent which shall not be unreasonably withheld.
- C. If the **Insured** refuses to consent to any settlement recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the **Claim** could have been settled if such recommendation was consented to.
- D. The Company shall have the right but not the duty to participate in decisions regarding cleanup of **Pollution Conditions Emanating From** a location designated in Item 5 of the Declarations resulting in **Cleanup Costs** beyond the boundaries of such location, or to assume direct control over all aspects of such cleanup and the adjustment of any **Claim** up to the limit of liability. In the case of the exercise of this right, the **Insured**, on demand of the Company, shall promptly reimburse the Company for any element of **Loss** the Company advances falling within the **Insured's** Deductible, pursuant to Section V.
- E. The **Insured** shall cooperate with the Company to the fullest extent possible by providing the assistance necessary to adjust, investigate and defend the **Claim**, and shall participate in discussions regarding cleanup or performance of a cleanup should the Company exercise its rights under Paragraph D. of this Section. The **Insured** agrees to provide the Company free access to interview any employee, agent, representative or independent contractor of the **Insured** and review any documents of the **Insured** concerning the **Claim**.

III. DEFINITIONS

- A. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.
- B. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress when accompanied by physical injury, sustained by any person, including death resulting therefrom, caused by **Pollution Conditions Emanating From** the locations designated in Item 5 of the Declarations.
- C. **Claim** means a written demand received by the **Named Insured** seeking a remedy and alleging liability or responsibility on the part of the **Named Insured** for **loss**.
- D. **Cleanup Costs** means expenses incurred in the removal or remediation of soil, surfacewater, groundwater, or other contamination existing beyond the boundaries of the locations described in Item 5 of the Declarations, resulting from **Pollution Conditions Emanating From** those locations, provided such expenses:

- 1) are specifically mandated by the government of the United States or any state thereof or Canada or any province thereof or any political subdivision thereof duly acting under the authority of environmental law(s); or
- 2) have been actually incurred by the government of the United States or any state thereof or Canada or any province thereof or any political subdivision thereof, or by third parties;

but **Cleanup Costs** do not include expenses incurred in the removal or remediation of soil, surfacewater, groundwater, or other contamination on, within or under the locations designated in Item 5 of the Declarations.

- E. **Emanating From** means directly and immediately coming out from and originating from a source that is on, within or under a location designated in Item 5 of the Declarations.
- F. **Insured** means the **Named Insured**, and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such, and any person or entity designated as an additional insured by an endorsement issued to form a part of this Policy.
- G. **Loss** means (1) monetary awards or settlements of compensatory damages arising from **Bodily Injury** or **Property Damage** (2) costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims** for such compensatory damages or for **Cleanup Costs**; (3) **Cleanup Costs**.
- H. **Named Insured** means the person or entity designated as such in Item 1 of the Declarations.
- I. **Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
- 1) cancellation of this Policy; or
 - 2) with respect to particular locations designated in Item 5 of the Declarations:
 - a. the deletion of such location(s) from this Policy by the Company; or
 - b. the sale, leasing, giving away, abandonment or relinquishing of operational control of such location(s).
- J. **Pollution Conditions** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment.
- K. **Property Damage** means:
- 1) Physical injury to or destruction of tangible property of parties other than the **Insured** including the resulting loss of use thereof;
 - 2) Loss of use of tangible property of parties other than the **Insured** that has not been physically injured or destroyed;
- provided that such **Claims** for physical injury or destruction, or loss of use are caused by **Pollution Conditions Emanating From** the locations designated in Item 5 of the Declarations.

IV. EXCLUSIONS

This insurance does not apply to **Claims**:

- A. arising from **Pollution Conditions** existing prior to the inception of this Policy, if any employee of the **Named Insured** responsible for environmental affairs, control or compliance or any manager, supervisor, officer, director, or partner of the **Named Insured** knew or could have reasonably foreseen that such **Pollution Conditions** could have been expected to give rise to a **Claim**.

This exclusion does not apply to such **Pollution Conditions** which commenced during the term of a prior Pollution Legal Liability Policy issued by the Company or an insurance company which is a member company of the American International Group, Inc. (hereinafter "affiliate"), provided that:

- 1) the **Insured** has maintained Pollution Legal Liability insurance with the Company or its affiliate on a successive and uninterrupted basis for the periods succeeding the **Pollution Condition**; and
- 2) the **Insured** made full and complete disclosure of such **Pollution Condition** on each renewal application for Pollution Legal Liability insurance with the Company or its affiliate.

However, none of the preceding provisions shall restrict or prevent the Company or its affiliate where appropriate, from exercising its right to cancel or nonrenew either this Policy or the coverage for a particular location(s) as a covered location designated in Item 5 of the Declarations.

- B. for any punitive, exemplary or multiplied damages or statutory assessments, or any civil, administrative or criminal fines or penalties.
- C. arising under any worker's compensation, unemployment compensation or disability benefits law or similar law.
- D. due to **Bodily Injury** to an employee of the **Insured** or its parent, subsidiary or affiliate arising out of and in the course of employment by the **Insured** or its parent, subsidiary or affiliate.

This exclusion applies:

- 1) Whether the **Insured** may be liable as an employer or in any other capacity; and
 - 2) To any obligation to share damages with or repay third parties who must pay damages because of the injury.
- E. arising as a result of liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement.
 - F. arising from **Bodily Injury** or **Property Damage** on, within or under the location(s) designated in Item 5 of the Declarations, which is incurred in the course of avoiding or mitigating **Bodily Injury**, **Property Damage** or **Cleanup Costs** which may be covered under this Policy.
 - G. arising from costs or expenses incurred for the cleanup, removal or remediation of soil, surfacewater, groundwater, or other contamination on, within or under the location(s) designated in Item 5 of the Declarations, where such costs or expenses are incurred in order to avoid or mitigate **Bodily Injury**, **Property Damage** or **Cleanup Costs** which may be covered under this Policy.

Where a **Pollution Condition** exists both within and beyond the boundaries of a location designated in Item 5 of the Declarations the Company will pay only those costs constituting **Cleanup Costs**, which are directly necessitated by the **Pollution Condition Emanating From** and existing beyond the boundaries of such location.

- H. arising out of the ownership, maintenance, use, operation, loading or unloading of any **Automobile**, aircraft, watercraft or rolling stock.
- I. arising from **Pollution Conditions Emanating From** the locations designated in Item 5 of the Declarations, which commence subsequent to the time such locations are sold, leased, given away, abandoned or operational control has been relinquished.

- J.
 - 1) for **Bodily Injury**, **Property Damage** or **Cleanup Costs**

- a. with respect to which an **Insured** under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. resulting from the **Hazardous Properties of Nuclear Material** and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2) for **Bodily Injury, Property Damage or Cleanup Costs** resulting from the **Hazardous Properties of Nuclear Material**, if
- a. the **Nuclear Material** (i) is at any **Nuclear Facility** owned by, or operated by or on behalf of, an **Insured** or (ii) has been discharged or dispersed therefrom;
 - b. the **Nuclear Material** is contained in **Spent Fuel or Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - c. the **Bodily Injury, Property Damage or Cleanup Costs** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **Property Damage** to such **Nuclear Facility** and any property thereat.

3) As used in this exclusion:

"**Hazardous Properties**" include radioactive, toxic or explosive properties;

"**Nuclear Material**" means **Source Material, Special Nuclear Material or By-Product Material**;

"**Source Material**," "**Special Nuclear Material**," and "**By-Product Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"**Spent Fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;

"**Waste**" means any waste material (a) containing **By-Product Material** and resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of **Nuclear Facility** under paragraph (a) or (b) thereof;

"**Nuclear Facility**" means

- a. any **Nuclear Reactor**;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **Spent Fuel** or (3) handling, processing or packaging **Waste**;
- c. any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at anytime the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"**Property Damage**" includes all forms of radioactive contamination of property.

- K. for "**Property Damage**" to goods or products manufactured, sold, handled or distributed by the **Insured** or its parent, subsidiary or affiliate arising out of such goods or products or any part thereof, or due to **Property Damage** to work performed by, or on behalf of the **Insured** or its parent, subsidiary or affiliate arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- L. arising from **Pollution Conditions** based upon or attributable to the **Insured's** intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.
- M. arising from **Pollution Conditions** based upon or attributable to acid rain conditions.
- N. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.
- O. for costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff and/or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.
- P. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

- A. The Company's total liability for all **Losses** from **Claims** first made against the **Insured** and reported in writing to the Company during the **Policy Period** and including the Extended Reporting Period, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "**Total for all Losses**". The purchase by the **Named Insured** of an Extended Reporting Period pursuant to Section VI. shall not serve to reinstate or increase the "**Total for all Losses**" limit of liability of this Policy.

Subject to the foregoing, this Policy is to pay covered **Loss** in excess of the Deductible amount stated in Item 4 of the Declarations up to but not exceeding the "each **Loss**" limit of liability shown in Item 3 of the Declarations. The Deductible amount applies to each **Loss**. The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the **Insured's** Deductible.

- B. Regardless of the number of **Claims**, **Pollution Conditions**, claimants or **Insureds**, the total liability of the Company for **Claims** during one or more policy periods arising out of the same, interrelated, associated, repeated or continuous **Pollution Conditions** shall be considered a single **Loss** subject to the "each **Loss**" limit of liability shown in Item 3 of the Declarations of the policy in effect when the first **Claim** was made and reported to the Company, and shall be deemed first reported to the Company during the policy period in which the initial **Claim** was first reported to the Company.

VI. EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to purchase an Extended Reporting Period upon termination of coverage as defined herein except in the event of nonpayment of premium.

- A. A **Claim** first made and reported within the Extended Reporting Period if purchased in accordance with the provisions contained in Paragraph B. of this Section, will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** arises from a **Pollution Condition** that commenced before the end of the **Policy Period**.
- B. The Company shall issue an endorsement providing an Extended Reporting Period of 12 months from termination of coverage hereunder for all covered locations or any specific locations listed in Item 5 of the Declarations provided that the **Named Insured**:

- 1) makes a written request for such endorsement which the Company receives within 30 days after termination of coverage as defined herein; and
 - 2) pays the additional premium when due. If that additional premium is paid when due, the Extended Reporting Period may not be cancelled, provided that all other terms and conditions of the Policy are met.
- C. Termination of coverage occurs:
- 1) At the time of cancellation or nonrenewal of this Policy by the **Named Insured** or by the Company; or
 - 2) a. At the time of the deletion of a location listed in Item 5 of the Declarations from this Policy by the Company or
b. at the time a location listed in Item 5 of the Declarations is sold, leased, given away, or abandoned or at which operational control has been relinquished.
- D. The Extended Reporting Period is available to the **Named Insured** for not more than 100% of the Policy premium.
- E. The purchase of an Extended Reporting Period shall not serve to reinstate or increase the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all **Losses**".

VII. TERRITORY

This Policy only applies to **Claims** arising from **Pollution Conditions** in the United States, its territories or possessions or Canada and only if such **Claims** are made or brought in the United States, its territories or possessions or Canada.

VIII. CHOICE OF LAW AND FORUM

In the event that the **Insured** and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in the State of New York.

Arbitration:

- 1) Any disputes or differences which the **Insured** and the Company agree to resolve through arbitration shall be submitted to the decision of two arbitrators, one to be chosen by each party, and in the event of the arbitrators failing to agree, to the decision of an umpire to be chosen by the arbitrators. The arbitrators and umpire shall be disinterested, active or retired executive officials of fire or casualty insurance or reinsurance companies or Underwriters at Lloyd's of London. If either of the parties fails to appoint an arbitrator within one month after being requested by the other party in writing to do so, or if the arbitrators fail to appoint an umpire within one month of a request in writing by either of them to do so, such arbitrator or umpire, as the case may be, shall at the request of either party be appointed by a Justice of the Supreme Court of the State of New York.
- 2) The arbitration proceeding shall take place in New York, New York. The applicant shall submit its case within one month after the appointment of the court of arbitration, and the respondent shall submit its reply within one month after the receipt of the claim. The arbitrators and umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under the Policy according to an equitable rather than a strictly legal interpretation of its terms.
- 3) Their written decision shall be provided to both parties and shall be final and not subject to appeal.
- 4) Each party shall bear the expenses of his arbitrator and shall jointly and equally share with the other the expenses of the umpire and of the arbitration.
- 5) This article shall survive the termination of this Policy.

IX. CONDITIONS

- A. **Inspection and Audit-** The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the **Insured's** property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
- B. **Cancellation-** This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than 30 days (10 days for non payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- C. **Representations-** By acceptance of this Policy, the **Insured** agrees that the statements in the Declarations and Application are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.
- D. **Action Against Company-** No action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any its obligations hereunder.

- E. **Assignment-** This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- F. **Subrogation-** In the event of any payment under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after a **Claim** to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of a **Loss** caused by **Pollution Conditions** under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the **Insured** and the Company in proportion to each amount actually paid as a result of judgment, settlement or defense of a **Claim** for **Bodily Injury, Property Damage or Cleanup Costs** arising from **Pollution Conditions**.

- G. **Changes-** Notice to any agent or knowledge possessed by any agent or by any person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
- H. **Sole Agent-** The **Named Insured** first listed in Item 1 of the Declarations shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued

to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Extended Reporting Period clause.

I. **Other Insurance**- Where other insurance is available to the **Named Insured** for **Losses** covered under the terms and conditions of the Policy, the Company's obligation to the **Insured** shall be as follows:

- 1) This insurance shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the **Insured** while acting as a self-insured for any coverage.
- 2) Where this insurance is excess insurance, the Company will pay only its share of the amount of **Loss**, if any, that exceeds the total amount of all such valid insurance.

The **Insured** shall promptly upon request of the Company provide the Company with copies of all policies potentially applicable against the liability covered by this Policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its president and secretary and countersigned on the Declarations page by a duly authorized agent of the Company.

Elizabeth M. Tuck

SECRETARY

Walter L. Mooney

PRESIDENT

ENDORSEMENT NO. 1

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

COVERED LOCATIONS ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that the following locations are covered subject to all the terms, conditions and exclusions of this Policy and shall be deemed listed in Item 5 of the Declarations:

1. Superior Glacier Ridge Landfill
fka Hechimovich Sanitary Landfill
N7296 Highway V
Horicon, WI 53032
2. Superior Valley Meadows Landfill
fka Valley Sanitation Landfill
1215 Klement Street
Fort Atkinson, WI 53538
3. Superior Cranberry Creek Landfill
fka Tork-Seneca Landfill
2510 Engel Road
Wisconsin Rapids, WI 54495
4. Superior FCR Landfill
fka Forest City Road Landfill
6480 County Road 12N
Buffalo, MN 55313
5. Mineral Springs Temporary Storage
and Disposal Facility
1276 Mineral Springs Road
Port Washington, WI 53074
6. Superior Services-Sheboygan
a division of Superior Wisconsin
fka E&K General Hauling/Sheboygan Area Transfer Station
2925 Paine Avenue
Sheboygan, WI 53081

Transfer

ENDORSEMENT # 1

PAGE 2 OF 2

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

7. Superior Services-Cuba City
a division of Superior of Wisconsin
fka Wiederholt Sanitation
30111 Roaster Road
Cuba City, WI 53807

TRANSFER

8. Superior Services-Central Wisconsin
a division of Superior Wisconsin
fka Valley Sanitation Marshfield
501 South Hume
Marshfield, WI 54449-0668

TRANSFER STATION

9. Superior Services-Central Wisconsin
a division of Superior of Wisconsin
fka Valley Sanitation Marshfield
645 Jensen Drive
Medford, WI 54451

TRANSFER STATION

10. Superior Services-Omro
a division of Superior of Wisconsin
fka Professional Waste Services
250 Alder
Omro, WI 54963

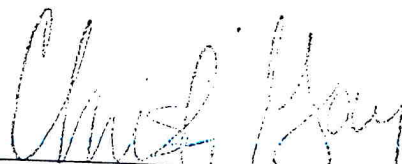
TRANSFER

11. Superior Services of Horicon
a division of Glacier Ridge, Inc.
fka Hechimovich Landfill, Inc.
803 N River Road
West Bend, WI 53095

TRANSFER

12. Superior Services-Menomonee Falls
a division of Superior of Wisconsin
fka Cedar Disposal
N60 W16280 Kohler Lane
Menomonee Falls, WI 53051

TRANSFER



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RADIOACTIVE MATTER EXCLUSION

This insurance does not apply to:

Claims arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.



AUTHORIZED REPRESENTATIVE

52770 (11/91)

ENDORSEMENT NO. 3

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

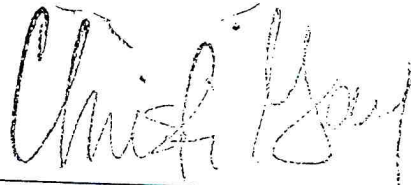
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

UNDERGROUND STORAGE TANK EXCLUSION

It is hereby agreed that this insurance does not apply to **Claims** arising from **Pollution Conditions emanating from** any underground storage tank unless satisfactory integrity test results (Company approved method) are received and approved by and are on file with the underwriter. Coverage is available only for those underground storage tanks specifically approved in writing by the underwriter and scheduled in the Policy by endorsement.

An underground storage tank is any tank, including associated underground piping connected to the tank, that has at least ten (10) percent of its volume below ground.



AUTHORIZED REPRESENTATIVE

52773 (11/91)

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RETROACTIVE DATE

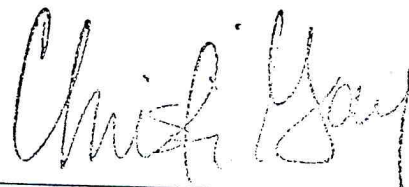
In consideration of the premium paid, it is hereby agreed that the following sentence is added to the end of the Paragraph A. of Section I., Insuring Agreement, contained in the jacket of the Policy:

This insurance applies only if the **Bodily Injury, Property Damage or Cleanup Costs** results from **Pollution Conditions** that commence on or subsequent to the Retroactive Dates below:

Retroactive Date for locations 1, 2 and 3 on Endorsement #1 will be November 4, 1993.

Retroactive Date for location 4 on Endorsement #1 will be July 18, 1994.

Retroactive Date for locations 6, 7, 8, 9, 10, 11 and 12 on Endorsement #1 will be May 18, 1996.



AUTHORIZED REPRESENTATIVE

52771 (11/91)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

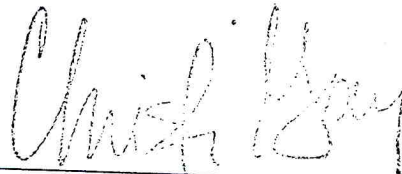
By: Commerce and Industry Insurance Company

INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to defend the **Insured** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to the Company's request for information regarding the **Claim** or suit.

Furthermore, the **Insured** may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.



AUTHORIZED REPRESENTATIVE

52769 (11/91)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

In consideration of the premium paid, it is hereby agreed that the following entities are included as **Named Insureds**, in Item 1 of the Declarations, but solely as respects liability arising out of the ownership, operation, maintenance or use of the locations designated in Item 5 of the Declarations. The first **Named Insured**, if any, previously designated in Item 1 of the Declarations shall remain unchanged as such.

NAMED INSUREDS

SUPERIOR SERVICES HAZARDOUS WASTE GROUP, INC.
ENVIRONMENTAL SERVICES HAZARDOUS WASTE GROUP, INC.
MINERAL SPRINGS CORPORATION
SUPERIOR GLACIER RIDGE LANDFILL fka HECHIMOVICH SANITARY LANDFILL, INC.
SUPERIOR VALLEY MEADOWS LANDFILL fka VALLEY SANITATION LANDFILL, INC.
SUPERIOR CRANBERRY CREEK LANDFILL fka TORK-SENECA LANDFILL
TORK TRICKING AND EXCAVATING, INC.
SUPERIOR FCR LANDFILL fka FOREST CITY ROAD LANDFILL
SUPERIOR SERVICES-SHEBOYGAN
SUPERIOR SERVICES-CUBA CITY
SUPERIOR SERVICES-CENTRAL WISCONSIN
SUPERIOR SERVICES-OMRO
SUPERIOR SERVICES OF HORICON
SUPERIOR SERVICES-MENOMONEE FALLS



AUTHORIZED REPRESENTATIVE

52764 (11/91)

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

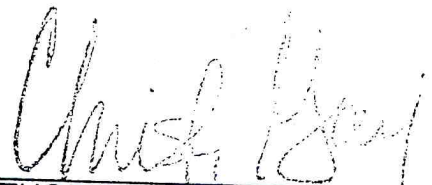
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

In consideration of the premium paid, it is hereby agreed that the following entities are included as Additional Insureds, but solely as respects liability arising out of the Named Insured's ownership, operation, maintenance or use of the locations designated in Item 5 of the Declarations.

ADDITIONAL INSUREDS

**E&K HAZARDOUS WASTE SERVICES
ALLIANCE TRANSPORTATION**



AUTHORIZED REPRESENTATIVE

52763 (11/91)

ENDORSEMENT NO. 8

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.


By: Commerce and Industry Insurance Company

LIMITED LOADING AND UNLOADING COVERAGE

In consideration of the premium paid, it is hereby agreed that Exclusion H. in Section IV. of the Policy is deleted in its entirety and replaced by the following provision:

H. arising out of the ownership, maintenance, use, operation, loading or unloading of any **Automobile**, aircraft, watercraft or rolling stock, except that this exclusion does not apply to **Claims** arising out of the loading or unloading of any **Automobile** which occurs at the location(s) designated in Item 5 of the Declarations.

52772 (11/91)



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 9

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

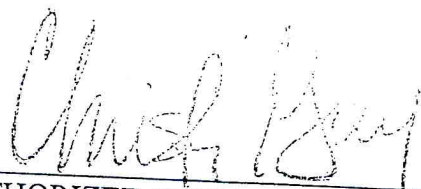
By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following is added to the "Subrogation" Condition:

The Company shall be entitled to a recovery only after the Insured has been fully compensated for damages.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

43005 (9/85)

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In compliance with the Insurance Regulations of the State of Wisconsin the following provisions are hereby added to the policy.

In the event a similar provision is already contained in the policy, the provisions of this endorsement take precedence over such similar provisions.

No action shall lie against the Insurer unless, as a condition precedent thereto all the terms of this policy, shall have been fully complied with. Any person or organization or the legal representative thereof shall thereafter be entitled to recover under the policy to the extent of the insurance afforded by this policy.

The terms of this policy shall not be changed except by endorsement issued to form a part of this policy, signed by a duly authorized agent of the Insurer. Notice given by or on behalf of the Named Insured to any authorized agent of the Insurer with particulars sufficient to identify the policy is notice to the Insurer.

Knowledge by an agent of the Insurer of any fact which breaches a condition of the policy shall be knowledge of the Insurer if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the Named Insured. Any fact which breaches a condition of the policy and is known to the agent prior to the loss shall not void the policy or defeat a recovery thereon in the event of a loss.

By acceptance of this policy the named Insured and Other Insured(s) agree that the statements in the application and the declarations, and in any subsequent notice relating to this insurance are their agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured, Other Insured(s) and the Insurer or any of its agents relating to this insurance.

No misrepresentation or breach of affirmative warranty made by, or on behalf of, the Named Insured or Other Insured(s) in the negotiation of this policy affects the Insurer's obligation under this policy unless the Insurer relies on it or it is made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects the Insurer's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to render payment of premium.

For liability policies only, bankruptcy or insolvency of the insured shall not diminish the liability of the Insurer to third parties, and if execution against the Insured is returned unsatisfied, an action may be maintained against the Insurer to the extent that the liability is covered by the policy.

CANCELLATION AND NONRENEWAL

1. This policy may be canceled by the Named Insured at any time by written notice or by surrender of this policy to the Insurer or any of its authorized representatives stating when thereafter such cancellation shall be effective.
2. New policies in effect for less than sixty (60) days and any policy for which the premium has not been paid when due, may be canceled by the Insurer by mailing or delivering written notice to the Named Insured, stating when not less than ten (10) days thereafter, such cancellation shall be effective.
3. Other than for non-payment of premium, insurance under this policy which has been in effect for sixty (60) days or more may be canceled by the Insurer prior to expiration of the policy term only for one of the following specified reasons:

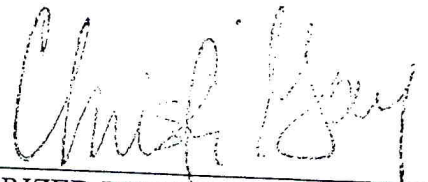
- a. Material misrepresentation;
- b. Substantial change in the risk assumed, except that the Insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or
- c. Substantial breaches of contractual duties, conditions or warranties.

Such cancellation may be made by mailing or delivering to the Named Insured written notice stating when, or not less than ten (10) days thereafter, such cancellation shall be effective.

4. If the Insurer elects not to renew this policy for any reason other than nonpayment of premium, it shall mail or deliver to the Named Insured, at the address shown in this policy, written notice of such nonrenewal not less than sixty (60) days prior to the expiration date. Notwithstanding the failure of the Insurer to comply with the foregoing provision, this policy shall terminate:

- a. On such expiration date if:
 - 1. the named Insured has notified the Insurer or its agent that he does not wish this policy to be renewed; or
 - 2. if the Insurer has mailed notice of renewal premium due to the Named Insured not more than seventy five (75) days and not less than ten (10) days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the Named Insured has failed to pay the renewal premium by such expiration date;
- b. On the effective date of any other insurance policy issued as a replacement for any insurance to which both such policies apply.

5. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing.



AUTHORIZED REPRESENTATIVE

52048 (10/91)

ENDORSEMENT NO. 11

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833


Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

CANCELLATION

In consideration of the premium paid, it is hereby agreed that Section IX., CONDITIONS, Paragraph B., Cancellation, and the cancellation/nonrenewal endorsement, if any issued to form a part of this policy, are amended as follows: In the event that the Policy is canceled by the Company for any reason except nonpayment of premium, the Company shall send written notice of cancellation to the **Named Insured** at the address shown in Item 1 of the Declarations, such notice to be given not less than SIXTY (60) days prior to the effective date of cancellation.

All other terms and conditions relating to cancellation as contained in Section IX., Paragraph B. and in the cancellation/nonrenewal endorsement, if any, issued to form a part of this policy, remain unchanged.



AUTHORIZED REPRESENTATIVE

52768 (11/91)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

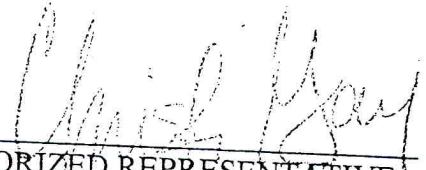
DEFENSE COSTS AMENDATORY ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that:

1. Section III, **DEFINITIONS**, Paragraph G.(2) is hereby deleted.
2. Costs, charges and expenses incurred in the defense, investigation, or adjustment of **Claims** covered by this Policy, as well as **Loss**, shall be included in the Deductible.

If the Company advances all or part of the Deductible, the **Insured**, upon the Company's request, shall immediately reimburse the Company for any sums advanced.

3. In addition to the applicable limit of liability, the Company shall pay on behalf of the **Insured** costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims** covered hereunder. The total liability of the Company for such costs, charges and expenses associated with all **Loss(es)** shall not exceed twenty-five percent (25%) of the "Total for all **Losses**" limit of liability set forth in Item 3 of the Declarations.



AUTHORIZED REPRESENTATIVE

52775 (11/91)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ANTI-STACKING ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that regardless of the number of **Insureds** under this Policy PLL 8183833 and Policy PLL 8183834, the combined total limit of liability of the Company under this Policy PLL 8183833 with Policy PLL 8183834 shall be \$10,000,000 each **Loss** and \$12,500,000 Total for all **Losses**, and the combined total limit of liability shall not operate to increase the limit of liability as shown in the Declarations of each of the Policies.



AUTHORIZED REPRESENTATIVE

52765 (11/91)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ON-SITE THIRD PARTY BODILY INJURY COVERAGE

In consideration of the premium charged, it is hereby agreed that the following changes are made to the Policy. Terms appearing in **boldface** type are defined in Section III., DEFINITIONS, of the Policy, as amended by Item 2. of this Endorsement.

1. The following is added to Section I., INSURING AGREEMENT, Paragraph A.:
 - A. To pay **Loss** on behalf of the **Insured**, in excess of the Deductible amount shown in Item 4 of the Declarations, that the **Insured** has or will become legally obligated to pay as a result of **Claims** first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the Extended Reporting Period if applicable, for **Pollution Conditions** on, within or under or the locations designated in Item 5 of the Declarations, that result in **Bodily Injury** which is unexpected and unintended from the standpoint of the **Insured**.
2. Paragraph B. in Section III., DEFINITIONS, is deleted and replaced with the following:
 - B. With respect to Coverage A. Pollution Legal Liability Insurance: **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress when accompanied by physical injury, sustained by any person, including death resulting therefrom, caused by **Pollution Conditions** on, within, under or **Emanating From** the locations designated in Item 5 of the Declarations.
3. Paragraph F. in Section IV., EXCLUSIONS, is deleted and replaced with the following:
 - F. arising from **Property Damage** on, within or under the location(s) designated in Item 5 of the Declarations, which is incurred in the course of avoiding or mitigating **Bodily Injury**, **Property Damage** or **Cleanup Costs** which may be covered under this Policy.
4. Paragraph I. in Section IV., EXCLUSIONS, is deleted and replaced with the following:
 - I. arising from **Pollution Conditions** on, within, under or **Emanating From** the locations designated in Item 5 of the Declarations, which commence subsequent to the time such locations are sold, leased, given away, abandoned or operational control has been relinquished.
5. All other terms and conditions of the Policy remain unchanged. Nothing in this Endorsement shall be deemed or construed to increase the limits of liability shown in Item 3 of the Declarations as applicable to "each **Loss**" and the "Total for all **Losses**".


AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

REINSTATEMENT OF AGGREGATE LIMIT

It is hereby agreed that in the event that the aggregate limit of liability of this policy is exhausted by **Loss** incurred (**Loss** incurred means **Loss** or expense payment and reserves), the **Named Insured** will have the option to purchase one reinstatement of the aggregate limit upon payment of an additional premium not exceeding one hundred percent (100%) of the total premium paid for this 3 year policy term.

It is further agreed that the reinstatement of the aggregate limit will not take effect until the applicable excess policy(ies) have been exhausted by those **Losses** incurred during the policy period.

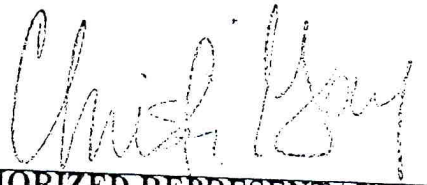

AUTHORIZED REPRESENTATIVE

Exhibit M

ACKNOWLEDGED TRANSPORTERS COMPLIANCE POLICY

The Operator shall require any Acknowledged Transporters, other than the Operator or any affiliate of Superior Services, Inc., to agree to the Acknowledged Transporter vehicular requirements in the form as set forth below. These requirements shall be distributed to any Acknowledged Transporter, other than the Operator or any affiliate of Superior Services, Inc., the first time the Acknowledged Transporter uses the Solid Waste Facility and every six (6) months thereafter, either through personal delivery of the requirements at the scale or in the billing statement. The requirements shall be posted at all times at the scale window.

Acknowledged Transporter Vehicular Requirements

I agree, as a representative of _____ (contract hauler), that I/our company and/or our representatives will cooperate with Superior Services, Inc. and operate in conformance with the vehicular requirements of the Hickory Meadows Landfill Final Negotiated Agreement and local ordinances to ensure that as a hauler disposing of waste at the Superior Hickory Meadows Landfill our company will comply with the vehicle requirements imposed by the Operator, as stated below. I further acknowledge that the Operator is under obligation to cooperate with the Affected Municipalities in order to substantially minimize Solid Waste transported in such third party vehicles from discharging, leaking, spilling, falling or blowing out of such transport vehicles on public or private lands in the County.

I, _____ (contract hauler/individual), agree to conduct the transportation of waste based on the following:

1. Contract Hauler will operate its transport vehicles so as to substantially eliminate the potential for discharge of waste onto public or private property in the County.
2. All transport vehicles will be equipped with proper side boards, gates, straps and/or tarps to allow for the safe transport of waste to or from the Solid Waste Facility. This equipment shall meet or exceed DNR or Wisconsin Department of Transportation specifications.
3. Operating hours will be from 6:30 a.m. to 5:00 p.m., Monday through Friday, and 6:30 a.m. to 12:00 p.m. on Saturday. All vehicles shall cross the scale no later than 15 minutes prior to the end of the day.
4. Contract Hauler will only approach and leave the Solid Waste Facility utilizing Schneider Road east to Highway 57.
5. All loads/trucks will be fully contained and/or tarped as they enter the Solid Waste Facility and will be either swept out inside the Active Fill Area of the landfill or tarped when they leave the Solid Waste Facility.
6. Any failure to comply with these requirements will result in a turn-back of the truck from the Solid Waste Facility.

This compliance policy may be amended to conform with any approvals made pursuant to the Agreement or any modifications of the Agreement.

RESOLUTION 99- 1

TOWN OF CHILTON

**A Resolution Approving the Final Negotiated Agreement
for the Superior Hickory Meadows Landfill, Inc.
Landfill Expansion in the Town of Chilton**

Whereas, the Town Board of the Town of Chilton, Calumet County, Wisconsin, has participated in meetings and worked closely with the Superior Hickory Meadows Landfill, Inc. Negotiating Committee, which was established pursuant to the procedures set forth in § 289.33, Wis. Stats., to negotiate the locating of said landfill site; and,

Whereas, the Town Board has carefully reviewed all provisions of the Contract; and,

Whereas, the Town Board participated in a public hearing on May 20, 1999, considered public comments and agreed with the Negotiating Committee to make changes and clarifications to the Contract; and,

Whereas, the Town Board having called a properly-noticed special meeting of the Board to consider and approve the foregoing Contract;

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Town of Chilton does hereby approve the Final Negotiated Agreement for the siting of the Superior Hickory Meadows Landfill, Inc. solid waste facility in the Town of Chilton, Calumet County, Wisconsin.

2. That John J. Schwarz and Ann Lintner are authorized to sign on behalf of the Town Board of the Town of Chilton.

3. That this approval is subject to final attorney review by the Landfill Committee's attorney, Patrick J. Hudec, who shall separately notify Ann Lintner, in writing, that the Contract


has been amended to reflect the vote of the Negotiating Committee and the Town Board after the joint special meeting called on May 20, 1999.

Dated this 20th day of May, 1999.

TOWN OF CHILTON

BY: 
JOHN J. SCHWARZ, Chairperson

ATTEST:


ANN LINTNER, Clerk


--- CERTIFICATION ---

STATE OF WISCONSIN)
 : ss.
COUNTY OF CALUMET)

I, ANN LINTNER, Clerk of the Town of Chilton, and also acting as the Recording Secretary for the Superior Hickory Meadows Landfill, Inc. Negotiating Committee, do hereby certify that the foregoing Resolution was approved by the Town Board of the Town of Chilton considered and approved by a vote of 2 to 1, at a special meeting called for and held on May 20, 1999. The foregoing Resolution is a true and accurate reflection of the motion made by the Town Board at that meeting, and this Resolution is being certified in compliance with the requirements of the Superior Hickory Meadows Landfill, Inc. Final Negotiated Agreement and shall be appended to said Agreement upon its execution.


ANN LINTNER, Clerk

Subscribed and sworn to before me this
27th day of May, 1999.


Notary Public, Calumet County, WI.
Commission: (expires / / .)
 (is permanent.) SUE E. LISOWE
 Notary Public—State of Wisconsin
 My Commission Expires April 13, 2003



Office of Calumet County Clerk
Courthouse 206 Court St. Chilton, WI 53014-1198
Donna Scheibe

Chilton (920) 849-1458
Appleton (920) 989-2700
Fax (920) 849-1469

JUNE 1, 1999

RE: HICKORY MEADOWS LANDFILL AGREEMENT

The Calumet County Board of Supervisors met in Special Session on May 24, 1999, at the Calumet County Courthouse. Following discussion, the Board approved the Hickory Meadows Landfill Agreement as revised with a vote of 20 ayes and 1 nay. Supervisor Connors voted nay.

Signed:

Donna Scheibe,
Calumet County Clerk

SUPERIOR SERVICES, INC.

CERTIFICATE OF ASSISTANT SECRETARY

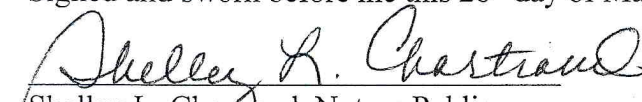
I, Scott S. Cramer, do hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Superior Services, Inc., a Wisconsin corporation (the "Corporation").
2. Attached hereto as Exhibit A is a true and correct copy of the Guarantee by the Corporation relating to the Final Negotiated Agreement by and between the Affected Municipalities and Superior Services, Inc.'s subsidiary corporation Superior Hickory Meadows Landfill, Inc.
3. George K. Farr, as the duly elected, qualified and acting Chief Financial Officer of Superior Services, Inc., has the requisite authority to enter into said Guarantee.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity as of the 28th day of May, 1999.


Scott S. Cramer, Assistant Secretary

Signed and sworn before me this 28th day of May, 1999


Shelley L. Chartrand, Notary Public
My Commission Expires: 10/17/99