

Mallard Ridge Landfill Southern Expansion Negotiated Agreement

Town of Darien

Walworth County, Wisconsin

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MALLARD RIDGE LANDFILL SOUTHERN EXPANSION NEGOTIATED AGREEMENT

TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by and between Republic Services of Wisconsin, Limited Partnership, a Delaware limited partnership (hereinafter referred to as "Operator"), the Town of Darien, a Wisconsin municipal corporation (hereinafter referred to as "Town") and the Mallard Ridge Landfill Southern Expansion Local Committee, a local committee formed under Wisconsin Statutes § 289.33(7) (hereinafter referred to as "Local Committee").

This Agreement is the final product of the negotiating process provided for under Wisconsin Statutes § 289.33. This Agreement shall be known as the "Mallard Ridge Landfill Southern Expansion Negotiated Agreement".

Now, therefore, in consideration of the covenants provided for herein, the parties agree as follows:

ARTICLE I. DEFINITIONS

Whenever used in this Agreement the following terms shall have the meanings set forth below:

A. **Active Fill Area** means the total 8,094,000 cubic yard design capacity approved by the Wisconsin Department of Natural Resources for the "Southern Expansion Area" of the Mallard Ridge Recycling & Disposal Facility located in the Town of Darien, Walworth County, Wisconsin, as depicted and described in the attached Exhibit A incorporated herein. This approved area shall not include any additional expansion of the Active Fill Area or any expansion of the rest 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.

B. **Acknowledged Transporter** means any person, firm or entity that is identified, orally or 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. The term Acknowledged Transporter does not include the Town of Darien or the residents of the Town who are authorized by this Agreement to Store or Dispose of Solid Waste at the Solid Waste Facility.

C. **Agreement** means this Mallard Ridge Landfill Southern Expansion Negotiated Agreement, dated March 2nd, 2005, by and between the Town of

Darien, a Wisconsin municipal corporation, Republic Services of Wisconsin, Limited Partnership and the Mallard Ridge Landfill Southern Expansion Local Committee.

D. **Clay Borrow Areas** means the real property legally described on Exhibit G.

E. **Clay Borrow Activities** means extraction of clay from the Clay Borrow Areas, transportation of clay from the Clay Borrow Areas to the Active Fill Area or for storage at other locations of the Solid Waste Facility, restoration of the Clay Borrow Areas and all other activities permitted under the clay borrow operational plans approved by the DNR for the Clay Borrow Areas and the conditions set forth on the attached Exhibit G-1.

F. **County** means the County of Walworth, a Wisconsin municipal corporation, and its officers, employees, and agents. The County is an affected municipality under Wisconsin Statutes Section 289.01(1)(a).

G. **DNR** means the Wisconsin Department of Natural Resources or any successor agency thereto.

H. **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 by Acknowledged Transporters bringing wastes to the Solid Waste Facility.

I. **Disposal or Dispose** means the Discharge, deposit, injection, dumping, or placing of Solid Waste at the Solid Waste Facility. These terms do not include the Storage or Treatment of Solid Waste at the Solid Waste Facility.

J. **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 Solid Waste covering at the Solid Waste Facility, where all of the above-noted activities occur at any time during the term of this Agreement.

K. **Emergency** means any unforeseen circumstance, at any time, at the Solid Waste Facility or at any other location in the Town that jeopardizes the public health, safety, and welfare of persons or property in the Town.

L. **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 DNR-approved design capacity of the Southern Expansion Area depicted and described on Exhibit A of approximately 8,094,000 cubic yards of Solid Waste.

M. **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:

1. The date the Operator notifies the Town 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;
2. The date DNR 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
3. The date the Operator Disposed or allowed Disposal of the 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 DNR.

N. **Hazardous Waste** means any waste identified as a Hazardous Waste by DNR under Wis. Stat. § 291.05(2), or identified as a Hazardous Waste by regulations adopted by DNR in Wis. Admin. Code § NR 600, *et seq.*, as amended.

O. **Initial Term** shall begin as of the date this Agreement is signed and approved by all of the parties hereto, namely the Local Committee, the Town and the Operator, and shall continue until Final Closure of the Solid Waste Facility.

P. **Landfill Reserve Fund II** means the Mallard Ridge Landfill Reserve Fund II created by the Town under Exhibit D, which is incorporated herein.

Q. **Local Approvals** means any "local approval" as that term is defined in Wis. Stat. § 289.33(3)(d), as amended.

R. **Local Committee** means the negotiating committee created under Wis. Stat. § 289.33(7), which consists of four Town members and two County members.

S. **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 such activities occur, at any time following the Final Closure of the Active Fill Area. Long-Term Care Operations by the Operator and its agents shall not be considered Disposal Operations, Storage Operations, or Treatment Operations at the Active Fill Area for purposes of this Agreement.

T. **Nature Conservancy Area** means the Active Fill Area at the Solid Waste Facility after Final Closure, where the Operator will:

1. Maintain this area such that it largely prevents unnatural environmental disturbances;

2. Provide, at the discretion of the Operator, public access into this area for outdoor recreational or open space use at the area; and
3. Provide the proper maintenance, monitoring, management, protection, husbandry, and supervision to protect the natural resources located in this area, and to prevent any unnecessary or undue environmental degradation in this area.

U. **Operator** means Republic Services of Wisconsin, Limited Partnership, its employees, agents, successors, and assigns.

V. **Preexisting Local Approvals** means any "preexisting local approval" as that term is defined in Wis. Stat. § 289.33(3)(fm), as amended.

W. **Prime Rate** means a rate of interest equal to the WALL STREET JOURNAL Prime Rate as published in the "Money Rates" section of the WALL STREET JOURNAL as of the date hereof, changing to a rate equal to the Prime Rate published on the first business day of each calendar year hereafter.

X. **Republic** means Republic Services of Wisconsin, Limited Partnership.

Y. **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 at 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 Town or to the environment in the Town. The term Remedial Actions 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, clean-up 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 incinerations, provision of alternative water supplies to residents in the Town, and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the permanent relocation of residents where DNR 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 Town. The term Remedial Actions does not include off-site treatment of pollutants or contaminants or the Storage, Treatment, destruction, or secure disposition off-site of such waste unless DNR determines, in writing, that such actions are:

1. More cost effective than other Remedial Actions; or
2. Are necessary to protect the public health or welfare of the residents of the Town or the environment of the Town from a potential or present risk which may be created by further exposure to the continual presence of such pollutants or contaminants.

Z. **Removal Action** means the clean-up action of released pollutants or contaminants from the environment, including (i) such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment from the Solid Waste Facility; (ii) 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 (iii) 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 Town or to the environment in the Town which may otherwise result from a release or threat of release of pollutants or contaminants at or from the Solid Waste Facility. In addition, the term Removal Action includes, but is not limited to, (a) security fencing or other measures to limit access to the Solid Waste Facility; (b) the provision of alternative water supplies to the residents of the Town; (c) the temporary evacuation of the residents of the Town; and (d) the housing of threatened residents of the Town.

AA. **Residents** means the non-business natural persons residing within the boundaries of the Town of Darien, Wisconsin.

BB. **Residential Waste** means residential garbage, rubbish, and refuse (excluding debris resulting from the construction or the demolition of structures, buildings, roads, and other manmade structures) generated by Residents of the Town of Darien, Wisconsin.

CC. **Solid Waste** means garbage, ash, refuse, rubbish, sludge from a waste treatment plant, a water supply treatment plant, or an 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 and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads, and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under Wis. Stat. ch. 283, as amended, or source, special nuclear, or by-product materials as defined in Wis. Stat. § 254.31, as amended.

DD. **Solid Waste Facility** means the Solid Waste Disposal facility located in the Town of Darien, Walworth County, Wisconsin described in the attached Exhibit B

incorporated herein. It includes both the Active Fill Area and the other land described in Exhibit B, and it shall include the Clay Borrow Areas.

EE. **Special Waste** shall be that waste classified as "Special Waste" by DNR, and by Wis. Stat. § 895.58(1)(d), or by the Wisconsin Administrative Code regulations defining the same as such by DNR, or as set forth in the attached Exhibit F incorporated herein.

FF. **Standing Committee** means the monitoring committee established under the attached Exhibit C incorporated herein, and more particularly described in Section IV.X of this Agreement.

GG. **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.

HH. **Storage Operations** means any activities at the Solid Waste Facility related to the Storage of Solid Waste, and where all the above-noted activities occur any time during the Initial Term.

II. **Town** means the Town of Darien, a Wisconsin municipal corporation, and its officers, employees, and agents. The Town is an affected municipality under Wisconsin Statutes Section 289.01(1)(a).

JJ. **Treat or Treatment** means any method, technique, or process at the Solid Waste Facility which is designed to change the physical, chemical, or biological character or composition of the Solid Waste. The terms Treat or Treatment include, without limitation, incineration and bioremediation of contaminated soils.

KK. **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.

LL. **Waste Facility Siting Board** means the Wisconsin Waste Facility Siting Board, or any successor agency thereto.

ARTICLE II. BACKGROUND INFORMATION

A. **Site Information.** The name of the Solid Waste Facility is the Mallard Ridge Recycling and Disposal Facility, formerly known as the Turtle Creek Landfill, and also formerly known as the Greidanus Landfill. The Active Fill Area is described as the "Mallard Ridge Landfill, Southern Expansion" in the Feasibility Report submitted to the DNR by the Operator, as referred to in Section II.D, below.

B. **Address of Solid Waste Facility.** The address of the Solid Waste Facility, both for location and mailing purposes, shall be W8470 State Hwy. 11, Delavan, Wisconsin 53115. The legal description of the property is set forth in Exhibit B.

C. **Owner.** The current owner of the site is Republic Services of Wisconsin, Limited Partnership. Such limited partnership will be the Operator, and is referred to as the "Operator" in this Agreement. The term Operator shall also refer to the limited partnership's employees, agents, successors, and assigns.

D. **Feasibility Report.** The Operator had a Feasibility Report ("Feasibility Report") prepared and submitted on October 31, 2003, to DNR. The Feasibility Report and any future amendments and modifications to the Feasibility Report, as approved by DNR, are incorporated in their entirety into this Agreement, and specific standing is granted to the Town to enforce those terms.

E. **Plan of Operation.** The Plan of Operation for the Active Fill Area is incorporated herein. Specific standing is granted to the Town to enforce those terms. The Operator shall provide the Town with any and all future amendments or modifications to the Plan of Operation, as approved by DNR, within ten (10) days following receipt thereof, which such amendment or modification shall be incorporated herein by reference, and shall modify this Agreement accordingly. A summary of the Plan of Operation is as follows:

Summary of Plan of Operation	
Design concept	Active Fill Area is proposed as a groundwater separated clay lined landfill. Eight Clay Borrow Areas.
Total Proposed Design Capacity	8,094,000 cubic yards, (includes daily cover)
Expected Site Life	10 to 15 years
Closure	Within expected site life
Total Acreage Owned by Operator	Approximately 714 acres
Proposed Licensed Acreage	48 acres horizontal and 7.80 acres overlaying the Northern Expansion Area of the Solid Waste Facility
Compaction Rate per Cubic Yard	1,550 pounds per cubic yard of air space

F. **Current Zoning.**

1. The parcel of property described in Exhibit B is zoned A-2, M-1, M-3, R-6 and C-2. This Agreement includes a waiver of any zoning prohibition against landfilling and other site activities in the Active Fill Area as described in Section IV.W.5 hereof. The Operator shall conduct its landfilling activities and other site activities in the Active Fill Area in accordance with this Agreement.

2. The Clay Borrow Areas described in the attached Exhibit G are zoned A-2 and C-2. This Agreement includes a waiver of any zoning prohibition against

Clay Borrow Activities at the Clay Borrow Areas as described in Section IV.W.5 hereof. The Operator shall conduct its Clay Borrow Activities in accordance with this Agreement.

G. **Service Area.** For purposes of this Agreement, the proposed service area shall be deemed to include, but shall not be limited to the Wisconsin counties of Dane, Iowa, Lafayette, Sauk, Richland, Columbia, Racine, Kenosha, Rock, Jefferson, Green, Waukesha and Walworth and the Illinois counties of Boone, Winnebago, Stephenson, Kane, Lake, Ogle, Lee, Dekalb and McHenry.

H. **Acceptable Waste Types.** The acceptable waste types shall be nonhazardous municipal, commercial, and industrial Solid Waste, including refuse, garbage, and combustible and noncombustible demolition waste. All Special Waste shall be accepted under the conditions set forth in Exhibit F.

I. **Estimated Waste Quantities.** The Active Fill Area is proposed to average, but not be limited to, 60,800 gate cubic yards (which is approximately 27,000 tons) of Solid Waste per month. Total waste quantities are estimated to be, but not limited to, 730,000 gate cubic yards (which is approximately 320,000 tons) per year.

J. **Notices.** Notices submitted to the Operator may be submitted in person or by first class mail to the following address:

Republic Services of Wisconsin, Limited Partnership
Attention: Site Manager
W8470 State Rd. 11
Delavan, WI 53115

The Operator shall provide a contact person at this address, and shall be required to keep current telephone numbers available to the Town and the Standing Committee. Furthermore, a 24-hour emergency telephone number shall be provided at all times.

ARTICLE III. TRANSPORTATION

A. **Designated Roadways.**

1. **Designated Authority.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not use, and shall inform its agents and Acknowledged Transporters, in writing, not to use, any Town roadways as a route for vehicle access to and from the Solid Waste Facility for purposes related to any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility unless those roadways located in the Town are established and authorized by this Agreement as one of the designated Primary Roadways 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 Town other than the designated Primary Roadways. This Section III.A establishing the designated Primary Roadways and then restricting the roadway use on other roadways in the Town shall not apply to the Operator or its agents and Acknowledged Transporters, to the Town, or to any residents of the Town when these above-noted parties are collecting Solid Waste in the Town 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 of the Solid Waste at the Solid Waste Facility.

This Section III.A shall not apply if the Town and the Operator, at any time, mutually agree, in writing, to establish any alternative or additional routes in the Town for vehicle traffic access to and from the Solid Waste Facility for any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility. This Section III.A shall also apply to the Operator, its agents and employees, when these above-noted parties are 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.

2. **Primary Roadways.** The Town, during the Initial Term and extending until 40 years after Final Closure, shall permit and designate the following Primary Roadways, located in the Town, to be "Primary Roadways":

- a. For vehicle access and traffic flow to the Solid Waste Facility: State Highways 11, 14, and 89.
- b. For vehicle access and traffic flow from the Solid Waste Facility: State Highways 11, 14, and 89.

The Town, pursuant to Section III.A.1, above, shall allow vehicle access to and from the Solid Waste Facility by the Operator, its agents or Acknowledged Transporters, by way of the Primary Roadways.

The Operator and its agents shall only use, and shall notify any Authorized Transporters, in writing, to only use, the Primary Roadways for vehicle access to and from the Solid Waste Facility for Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations, except as otherwise provided herein.

3. **Reconstruction of Local Roads.** The Town, during the Initial Term and extending until 40 years after Final Closure, shall have the right, at any time, to suspend vehicle traffic flow to and from the Solid Waste Facility, and to temporarily close a portion of any Primary Roadway in order to reconstruct, repair, resurface, and maintain any Town roads, and shall have the right, at any time, to suspend vehicle traffic flow to and from the Solid Waste Facility, and to temporarily close any roads, at any time, for emergency purposes.

4. **Temporary Access Roadway.** If, during the Initial Term and extending until 40 years after Final Closure, any portion of a Primary Roadway has been scheduled to be closed for reconstruction, repair, resurfacing, or maintenance, and if a written application has then been submitted to the Town by the Operator requesting that a temporary access roadway to the Solid Waste Facility in the Town be constructed and maintained by the Town, then the Town shall make all reasonable efforts to construct and maintain a temporary access roadway ("Temporary Access Roadway") for the Operator, its agents and Acknowledged Transporters. Said Temporary Access Roadway will be constructed in the Town when reasonable vehicle safety and reasonable personal safety can be assured, and where road conditions will allow. The Operator shall pay the costs of construction and maintenance of the Temporary Access Roadway, such costs to be reimbursed 30 days after presentation of an invoice to the Operator, by the Town. This Temporary Access Roadway shall be constructed and maintained by the Town for vehicle use by the Operator, its agents and Acknowledged Transporters. This Temporary Access Roadway shall be constructed and maintained by the Town in an attempt to assure, at all times, vehicle access to and from the Solid Waste Facility by the Operator, its agents and Acknowledged Transporters.

B. **Vehicle Requirements.** During the Initial Term and extending until 40 years after Final Closure, regarding (i) the transporting of Solid Waste into the Town to or from the Solid Waste Facility; (ii) the Disposal by the Operator of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility; and (iii) the Disposal by the Operator's agents or Acknowledged Transporters, of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility, the Operator shall use, and shall require its agents and Acknowledged Transporters to use, transport vehicles that are designed, constructed, loaded, and maintained, and equipped with proper covers in such a manner as to prevent or substantially eliminate any portion of any Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, or blowing out of such vehicles onto any public or private lands in the Town, excluding the Active Fill Area.

The Operator shall not accept for Disposal at the Solid Waste Facility any Solid Waste that does not arrive at the Solid Waste Facility in transport vehicles that are designed, constructed, loaded, and maintained in such a manner, and that are equipped with proper covers in such a manner, as to prevent or substantially eliminate any portion of any wastes in such transport vehicles from Discharging, leaking, spilling, falling, or blowing out of such transport vehicles onto any public or private lands in the Town, excluding the Active Fill Area at the Solid Waste Facility.

C. **Litter and Discharge Beyond the Solid Waste Facility.**

1. **Solid Waste and Hazardous Waste Discharge Reports.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge to the Town Clerk and the Standing Committee, in writing, within 48 hours of the Operator receiving any information related to any Discharge in the Town, if such Discharge occurred when the

Operator, or its agents, were collecting and/or transporting authorized or unauthorized Solid Waste or Hazardous Waste to and from the Solid Waste Facility, and if the Discharge occurrence was caused by the Operator or by its agents. This provision does not apply to any authorized Solid Waste Disposed by Operator or its agents, or by any other parties, in the Active Fill Area.

The Operator, upon oral or written knowledge of any Discharge by the Operator, or its agents, onto any public or private lands in the Town, other than any Solid Waste Disposed in the Active Fill Area, shall immediately take all reasonable efforts to contain and then to remove the Discharge from these lands.

The Operator, upon oral or written knowledge of any Hazardous Waste Discharge by the Operator, or its agents, onto any public or private lands in the Town, including, but not limited to, the Solid Waste Facility, shall immediately take (i) all reasonable actions to contain and remove the Hazardous Waste; (ii) all reasonable actions to protect the public health and safety of persons in the Town; and (iii) all reasonable actions to protect the natural resources in the Town.

The Operator, in its written notice, shall 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.

2. **Discharge Removal on Roadways.** The Operator, during the Initial Term, shall police and remove any Discharge, including litter, from the Primary Roadways or from rights-of-way next to the Primary Roadways within the Town within one mile of the entrance of the Solid Waste Facility. County Trunk Hwy. C shall be included as a Primary Roadway for this section. The Operator shall, once per month during the Initial Term, police and remove any Discharge, including litter, on Highway 14 between Highway 89 and Highway I-43.

D. **Transporters of Solid Waste.**

1. **List of Acknowledged Transporters.** Within 30 days after beginning to accept Solid Waste for Disposal at the Active Fill Area, the Operator shall prepare a list of its Acknowledged Transporters. The list shall contain the names, addresses, and telephone numbers of the Acknowledged Transporters. The initial list shall be filed with the Town Clerk, and shall be updated annually after acceptance of Solid Waste by the Operator for Disposal at the Active Fill Area. Such updates shall be submitted to the Town Clerk and the Standing Committee.

This provision requiring names, addresses, and telephone numbers of Acknowledged Transporters shall not apply to the Town or to the residents of the Town authorized by this Agreement to Store Solid Waste at the Solid Waste Facility or Dispose of Solid Waste at the Active Fill Area or drop off recyclable materials at the Solid Waste Facility.

2. **Persons Authorized.** No person, firm or entity, including the Operator, shall, during the Initial Term, transport Solid Waste to the Active Fill Area until a license has been issued by DNR and the Operator has complied with all applicable federal and state Solid Waste laws and regulations related to the operation of the Active Fill Area. 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, except as noted below, at any location at the Solid Waste Facility, unless such activity has been approved by DNR, and then only if the Operator has complied, or will comply, with any existing federal and state Solid Waste Disposal Facility laws and regulations, and municipal ordinances that are not waived or made inapplicable by this Agreement. The restrictions set forth above do not apply to the Town and Town Residents who may be authorized by the Operator to Store Residential Waste collected from residences in the Town or at a transfer station or at Storage containers located at the Solid Waste Facility or elsewhere in the Town, nor to the Storage by the Operator of inert demolition waste, recyclable materials, shredded tires, and/or compostable material, as authorized by DNR.

The Operator understands and agrees that Disposal of waste by Solid Waste transporters licensed by DNR as provided herein does not reduce, nullify, or eliminate any obligation of the Operator under this Agreement or pursuant to applicable law.

ARTICLE IV. OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

A. Reports to Town.

1. **Notice of Reports from the Operator.** The Town and the Standing Committee during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written reports and written correspondence provided by the Operator during the previous year to DNR or to any other state or federal environmental agency, or to any state or federal court, where those 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.

2. **Notice of Reports from Government Agencies.** The Town and the Standing Committee during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written reports and written correspondence received by the Operator during the previous year from DNR or from any other state or federal environmental agency, or from any state or federal court, when these reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data, and monitoring data. The Operator shall upon receipt from DNR or from any other state or federal environmental agency of any notice of noncompliance or notice of violation

associated with the Solid Waste Facility, provide the Town and the Standing Committee with a copy of said notice. These copies shall be provided by the Operator at no cost.

3. **Town Residential Concerns.** The Town and the Standing Committee, during the Initial Term and extending until 40 years after Final Closure, shall annually receive from the Operator copies of all written letters, written reports, and other written correspondence received by the Operator during the prior year from public officials of the County, public officials of the Town, or from any resident of the County 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.

4. **Operator Responsibility to Town.** The Operator, during the Initial term and extending until 40 years after Final Closure, shall be fully responsible to the Town to take reasonable steps to insure that the Operator and the Acknowledged Transporters, and their employees and agents, transport Solid Waste to and from the Solid Waste Facility, and conduct any other Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations related to or at the Solid Waste Facility, in full compliance with all provisions of this Agreement and all applicable laws, regulations, or ordinances. The Operator shall not allow access by its agents, its Acknowledged Transporters, or any other party to the Solid Waste Facility for purposes of Disposing, Storing, or Treating of Solid Waste or Hazardous Waste in the Active Fill Area, or for any other purposes associated with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations related to or at the Solid Waste Facility, if the Operator has knowledge that the above-noted agents, Acknowledged Transporters, or other parties are not complying, or have not complied, with the applicable provisions of this Agreement, including, but not limited to, the following sections:

- a. Section III.A, Designated Roadways
- b. Section III.B, Vehicle Requirements
- c. Section III.C, Litter and Discharge Beyond the Solid Waste Facility
- d. Section III.D, Transporters of Solid Waste
- e. Section IV.B, Hours and Days of Operation
- f. Section IV.G, Fire, Disaster and Hazard Control
- g. Section IV.U, Prohibition Against Hazardous Waste Disposal

5. **Notice of Agreement.** The Operator, during the Initial Term, shall notify, in writing, its agents and Acknowledged Transporters who are allowed by the Operator to transport Solid Waste to and from the Solid Waste Facility for Disposal in the Active Fill Area of the applicable provisions of this Agreement. Such written notice shall be provided to such agents and Acknowledged Transporters when they commence transporting Solid Waste.

B. **Hours and Days of Operation.** The Operator, during the Initial Term and extending until 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 by its agents, Acknowledged Transporters, or any other parties at the Solid Waste Facility before 6:30 a.m., Monday through Saturday. The Operator will be permitted to warm up equipment and vehicles beginning at 6:00 a.m., Monday through Friday. 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 by its agents, Acknowledged Transporters, or by any other parties at the Solid Waste Facility, after 5:00 p.m., Monday through Friday, and after 12:30 p.m., Saturday. Covering operations may continue until 1:00 p.m., Saturday. Provided, however, that on Saturdays that follow a legal holiday that is on a weekday, Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations may continue until 2:00 p.m. and covering operations may continue until 2:30 p.m. The above-noted hours and days of operation may be amended by mutual written agreement of the Town and Operator.

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, Acknowledged Transporters, or any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Easter, 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.

Notwithstanding the above-noted provisions, if any emergency should occur at the Solid Waste Facility, the Town shall be allowed to enter the Solid Waste Facility at any time, and shall be allowed to then take the appropriate and necessary actions at the Solid Waste Facility to protect the public health, welfare, and safety of persons in the Town and to protect public or private property, other than the Solid Waste Facility, and shall be allowed to take appropriate and necessary actions to protect the natural resources of the Town. Such actions in an Emergency shall not include Disposal, Storage, or Treatment of Solid Waste at the Solid Waste Facility.

C. **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 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 Borrow Activities, 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 prevent the blowing of litter and debris.

D. **Groundwater Monitoring.** The Operator shall undertake any Groundwater Monitoring Program (including private wells), required by DNR, or any requirement made by DNR to test groundwater and/or private wells. The Operator shall also conduct the well sampling program described on the attached Exhibit H incorporated herein, including obtaining water samples of wells identified in Exhibit H, and performing background tests for all of the parameters described in that exhibit. Similarly, the Operator shall take water samples of Turtle Creek and perform background tests, as set forth in Exhibit H and in accordance with the applicable DNR approved Groundwater Monitoring Plan.

E. **Noise and Air Quality.** The Operator shall comply with all reasonable noise control measures as requested by the Standing Committee. In no event shall the noise created by the Operator cause the noise level at any residential property in the vicinity of the Solid Waste Facility site which is not owned by the Operator to exceed 80 decibels, as indicated in a certified decibel meter reading. The Operator shall also be in conformity with all applicable DNR air quality standards.

F. **Rodent and Insect Control at the Solid Waste Facility.**

1. **Prevention of Rodents and Insects.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent or eliminate rodent and insect harborage.

2. **Control of Rodents and Insects.** The Operator, during the Initial Term and extending until 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 exterminate, for public health reasons, any rodents and 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 Town, to prevent damage or injury to any persons in the Town, and to prevent damage to the natural resources in the Town.

G. **Fire, Disaster and Hazard Control.**

1. **Creation of Fire Hazards.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent fires and explosions from occurring at the Solid Waste Facility, and to prevent or eliminate any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.
2. **Public Nuisance.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall Dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent any public nuisance in the Town from occurring as a result of the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air, and polluted surface water.
3. **Private Nuisance.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility in such a manner, and shall conduct any Disposal Operations, Storage Operations, Treatment Operations, and Long-Term Care Operations at the Solid Waste Facility in such a manner, as to prevent any private nuisance in the Town from occurring as a result of the Solid Waste Facility or its operations, including any private nuisances associated with polluted groundwater, polluted air, and polluted surface water. In the event that a private nuisance occurs, or in the event the Operator causes any individual property owner damages or other harm which forms the basis of a cause of action, including trespass, negligence, or any other violation of this Agreement for which an individual is aggrieved, such individual may bring an action against the Operator for appropriate relief. In the event that such individual property owner prevails, they shall be entitled to their reasonable attorney fees and costs in prosecuting such action.
4. **Hazardous Waste Nuisance.** The Operator shall not, at any time during the Initial Term and extending until 40 years after Final Closure, Dispose, Store, or Treat Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, nor shall it allow Disposal, Storage, or Treatment of Hazardous Waste by its agents, Acknowledged Transporters, or any other party in the Active Fill Area or at any other location at the Solid Waste Facility. The Operator, whenever appropriate and necessary, shall separate, remove, contain, cover, or isolate any particular Solid Waste or any particular Hazardous Waste that has been Disposed, Stored, or Treated in the Active

Fill Area or at any other location at the Solid Waste Facility in such a manner as to prevent a public or private nuisance in the Town, to prevent any liberation of hazardous or poisonous gas from the Solid Waste Facility to any other location in the Town, to prevent any liberation of Hazardous Waste from the Solid Waste Facility to any other location in the Town, or to prevent any damage to the natural resources of the Town. Enforcement of this section shall be as set forth under Sections IV.G.2 and IV.G.3, above, and Sections IV.H and IV.I below.

5. **Security Personnel.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall have the responsibility and duty to the Town to employ or retain at the Solid Waste Facility the appropriate and necessary employees or personnel to provide and maintain proper security in the Active Fill Area or at any other location at the Solid Waste Facility for the purpose of preventing or substantially reducing any physical access by unauthorized parties to the Solid Waste Facility.

H. **Court Action by Town or Standing Committee.** The Town or the Standing Committee, during the Initial Term and extending until 40 years after Final Closure, notwithstanding any contrary provisions of this Agreement, may commence and maintain, individually or jointly, legal actions against the Operator under the common law of public nuisance, trespass, negligence, strict liability, breach of contract, and/or agency, or under any applicable state and federal statutory or common laws, for damages and costs suffered by the Town related to or associated with any public nuisance or physical injury to any party or any property caused by or alleged to have been caused by the Operator arising in any way as a result of any anticipated or unanticipated occurrences in the Town related to or associated with the Solid Waste Facility which are caused by the Operator or its agents, including, but not limited to, occurrences related to or associated with Disposal, Storage, or Treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, occurrences related to or associated with the transportation of Solid Waste or Hazardous Waste to and from the Solid Waste Facility by the Operator or its agents, and any occurrences related to or associated with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility.

If the Town or the Standing Committee prevail in any such action as noted above against the Operator, the Operator shall be liable for any and all costs and damages suffered by the Town or their respective residents. The Town or the Standing Committee shall be entitled to seek and receive abatement of any public nuisance that may be related to or associated with the Solid Waste Facility which they have proved to be caused by the Operator or its agents.

In addition, the prevailing party, in any such legal action, or in any action enforcing any term of this Agreement found to have been violated, shall be awarded by the court its reasonable attorney fees, its reasonable expert fees, and any other reasonable legal costs.

I. **Administrative Action.** The Town or the Standing Committee, during the Initial Term and extending until 40 years after Final Closure, notwithstanding any provisions of this Agreement, may petition DNR under Wis. Stat. §§ 289.92 or 291.89, as amended, to initiate action by DNR against the Operator for a violation or an alleged violation by the Operator of any rule promulgated or special order, plan approval, license, or any term or other condition of a license established or issued by DNR wherein any such violation or alleged violation is related to or associated with the Solid Waste Facility. The Operator retains the right to assert any defense it may have related to any petition.

J. **Temporary/Emergency Closure of Active Fill Area.** During the Initial Term, the Operator shall notify, in writing, within 48 hours, the Town Clerk and the Standing Committee regarding any temporary, Emergency, or Final Closure of the Active Fill Area, including any ordered temporary, Emergency, or Final Closure of the Active Fill Area, wherein such order is made by DNR 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 Town the specific reasons, if known, for a temporary, Emergency, or Final Closure of the Active Fill Area.

K. **Access to the Solid Waste Facility.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall allow the Town and the Standing Committee, by their respective officers, employees, or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergency at the Solid Waste Facility. The above-noted parties, in addition, shall have the right to obtain access to and enter the Solid Waste Facility during all other times upon 24-hours' oral or written notice from the Town or the Standing Committee. Physical access to the Solid Waste Facility shall be allowed:

1. To inspect and monitor Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility;
2. To sample and test groundwater, leachate, and air quality at the Solid Waste Facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved by DNR, and further provided that access to the monitoring wells shall be available only when an employee of the Operator is present);
3. To sample and test characteristics of the Solid Waste at the Solid Waste Facility; or
4. To take any appropriate and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety, and welfare of the residents of the Town, and/or to take any appropriate and necessary action to

protect the natural resources of the Town.

At all times, the designated officers, employees, or agents of the Town and the Standing Committee shall be accompanied by an agent of the Operator, if such agent is made available. In addition, the activities of the designated officers, employees, or agents shall be conducted so as to not interfere with normal business operations at the Solid Waste Facility.

L. **Repair, Maintenance, and Reconstruction of the Active Fill Area.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall have the responsibility to the Town to:

1. Properly and timely maintain, repair, and reconstruct the Active Fill Area;
2. Properly and timely provide Long-Term Care of the Active Fill Area; and
3. If appropriate and necessary, temporarily or permanently close the Active Fill Area for Disposal Operations;

if, at any time, the failure by the Operator to properly and timely maintain, repair, reconstruct, or properly and timely provide Long-Term Care of the Active Fill Area, and/or its failure (if appropriate and necessary) 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 Town, or is likely to create a substantial danger to the public health, safety, or welfare of any persons in the Town, or is likely to cause substantial damage to the natural resources in the Town.

M. **Hazardous Waste Disposal Notice.** The Operator, during the Initial Term and extending until 40 years after Final Closure, upon its receipt of any information that Hazardous Waste has been transported to the Solid Waste Facility, or information that any Hazardous Waste has been Stored, Treated, Disposed, or handled in any way by the Operator, its agents, Acknowledged Transporters, or by any other parties in the Active Fill Area, or any other location at the Solid Waste Facility, shall give notice, orally, within 24 hours' of its receipt of the information, to the Town Clerk and the Standing Committee. The Operator, in addition, shall notify the above-noted parties, in writing, within 48 hours 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, upon receipt of such information, shall immediately commence any appropriate and necessary action to properly remove or to properly contain the Hazardous Waste at the Solid Waste Facility.

N. **Hazards Notice.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall orally notify the Town and the Standing Committee within 24 hours 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, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases, and hazardous gases or hazardous dust. The Operator, in addition, shall report in writing within 48 hours of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, the location of such hazards or occurrences, any incidents of damage to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences, and 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. If, at any time, the Town is notified of a hazardous condition, as described above, or should the Operator fail to undertake, in a diligent fashion, appropriate Remedial Action or Removal Action, then the Town is authorized to undertake any and all Remedial Actions and/or Removal Actions they deem appropriate, in its sole discretion, pursuant to Sections I.Y, I.Z, and IV.K, above. In the event such Remedial Actions or Removal Actions are taken, the Operator shall reimburse the Town for the cost of all such actions, as provided in Sections V.A and V.E, below.

O. **Responsible Managers.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall provide to the Town and the Standing Committee, the names, titles, addresses, and telephone numbers of any responsible manager or responsible managers retained or employed by the Operator whose responsibilities to the Operator, and 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, titles, addresses, and telephone numbers of the responsible manager(s) shall be provided within 20 days after this Agreement is executed by the Local Committee, the Town, and the Operator, and shall be updated whenever necessary thereafter, in writing, to provide the most current names, titles, addresses, and telephone numbers of the current responsible manager(s).

P. **Height Restrictions.** The maximum height of the proposed Active Fill Area shall not exceed 1,099 feet above sea level. The bottom of the Active Fill Area shall be a minimum of 10 feet above the highest groundwater level, unless a more restrictive requirement is set forth in the Plan of Operation, or any modification thereof.

Q. **Erosion and Run-off.**

1. **Erosion Restrictions.** The Operator, during the Initial Term and extending until 40 years after Final Closure, will control surface water runoff and erosion by compliance with the provisions of the Plan of Operation for the Solid Waste Facility on file with DNR. All Clay Borrow Activities shall comply with all best management practices in the clay operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1.

2. **Abatement of Erosion.** The Operator, during the Initial Term and extending until 40 years after Final Closure, upon written notice by the Town 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 Town which violates the Plan of Operation on file with DNR, shall, within three days of receipt of the written notice, take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands, subject to the Operator's right to challenge the same via arbitration under Section V.E.1, below.

R. **Standing Open Water and Wetlands.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall take appropriate action to prevent the standing of water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by DNR.

S. **Surface Water.** The Operator, during the Initial Term and extending until 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 Areas into an appropriately maintained leachate collection system. The Operator shall take the appropriate and necessary actions to direct all surface water not coming into contact with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. 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 DNR.

T. **Open Green Space.** The Operator, from the date of Final Closure and extending until 40 years after Final Closure, shall establish the closed 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 closed Active Fill Area shall be consistent with maintaining the long-term environmental stability and physical integrity of the closed Active Fill Area as may be required by DNR.

U. **Prohibition Against Hazardous Waste Disposal.** The Operator, during the Initial Term and extending until 40 years after 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. The Operator, in addition, shall not knowingly allow its agents, 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 to be less stringent than any regulations of DNR relating to the Disposal, Storage, or Treatment of Hazardous Waste at any location, including in the Active Fill Area and any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted by any person to mean that the Town authorizes or approves, in any way, of the Disposal,

Storage, or Treatment of Hazardous Waste at the Solid Waste Facility or any operations related thereto.

V. Change in Ownership.

1. This Agreement shall be applicable to the present Operator, Republic Services of Wisconsin, Limited Partnership, its successor and assigns, and to all parties to whom the Operator may transfer any or all of its ownership interests or contracts or subcontracts concerning its operations in and responsibilities concerning the Solid Waste Facility.
2. In conjunction with Section IV.V.1 above, the Operator, shall notify the Town and DNR of any and all proposed changes in ownership or operation of the Solid Waste Facility, and, at least 60 days prior to the effective date of such proposed change in ownership or operation, shall provide proof that any such successor or assign has notice of, and acknowledges, this Agreement and the duties and obligations hereunder.
3. 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 interest in the Solid Waste Facility unless such party or parties can be demonstrated by the Operator to have the ability, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law. The Operator shall provide documentation sufficient to demonstrate the same prior to transferring any such interests. The Town shall have standing to challenge such transfer if the transferee does not have the ability, financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license and/or State law. The Town shall have sixty (60) days from the receipt of the aforementioned documentation in which to bring an action in circuit court to prevent or avoid such transfer, unless such deadline is extended by mutual agreement of the Town and the Operator.
4. In conjunction with the foregoing, in the event the Operator transfers any of its interest in the operation of the Solid Waste Facility or of its property interest in the Solid Waste Facility, Republic Services, Inc. shall remain bound by the Guaranty that is part of this Agreement, unless the transferee can provide a replacement guaranty that is at least equivalent to the Guaranty provided by Republic Services, Inc. and unless the Operator or Republic Services, Inc. can demonstrate that the replacement guarantor has the ability, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law (the ability of the replacement guarantor, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law is hereinafter also referred to as the "compliance ability of the replacement guarantor"). The Operator or Republic Services, Inc. shall provide documentation sufficient to demonstrate the same. The Town shall have standing to challenge the sufficiency of the replacement guaranty or challenge the compliance ability of the replacement guarantor. The Town shall have sixty (60) days from the receipt of the aforementioned

documentation in which to bring an action in circuit court to challenge the sufficiency of the replacement guaranty or challenge the compliance ability of the replacement guarantor, unless such deadline is extended by mutual agreement of the Town and the Operator or Republic Services, Inc. In the event the sufficiency of the replacement Guaranty is not challenged by the Town, and the Town does not challenge the compliance ability of the replacement guarantor, upon presentation to the Town of an original replacement guaranty in the same form as the Guaranty provided by Republic Services, Inc. hereunder, the Guaranty provided by Republic Services, Inc. shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under said Guaranty. In the event the Town challenges the sufficiency of the replacement guaranty, or challenges the compliance ability of the replacement guarantor, and a final non-appealable court judgment or decision finds that the replacement guaranty is not at least equivalent to the Guaranty provided by Republic Services, Inc. hereunder, or that the replacement guarantor does not have the ability, financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license and/or state law, then the Guaranty of Republic Services, Inc. shall not be released. In the event the Town challenges the sufficiency of the replacement guaranty, and a final non-appealable court judgment or decision finds that the replacement guaranty is at least equivalent to the Guaranty provided by Republic Services, Inc. hereunder, and that the replacement guarantor has the ability, financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license and/or state law, then upon presentation to the Town of an original replacement guaranty in the same form as the Guaranty provided by Republic Services, Inc. hereunder, the Guaranty of Republic Services, Inc. shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under said Guaranty.

W. **Operation Terms.**

1. **Initial Term.** The length of the Initial Term shall be as defined in Article I, above.

2. **Disposal Operations, Storage Operations, and Treatment Operations.** During the Initial Term, the Operator shall be allowed to construct, operate, repair, maintain, and close the Solid Waste Facility, and it shall also be allowed to continue to conduct Solid Waste Disposal Operations on the currently-licensed facility and at the Active Fill Area, without any further payment to the Town or the County of any fees, charges, taxes (except real and personal property taxes), and without the further issuance of any licenses, approvals, or permits, and without being subject to any further conditions, except as specifically provided for in this Agreement. It is the intent of the parties that this Agreement supersedes any and all fees, charges, taxes (except real and personal property taxes), licenses, approvals and permits imposed by Town and County ordinances, except as specifically provided for in this Agreement. Further, the Operator shall be permitted to conduct Clay Borrow Activities as described in the clay borrow operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1 without any further payment to the Town or the County of any fees, charges, taxes (except real and personal property taxes) and without the further issuance of any

licenses, approvals, or permits, and without being subject to any further conditions, except as specifically provided for in this Agreement.

However, during the Initial Term, the Operator shall conduct Solid Waste Disposal, and it shall only allow Solid Waste Disposal Operations by its agents, at the Solid Waste Facility subject to the requirements and specific provisions established in this Agreement.

The Operator, during the Initial Term and extending until 40 years after Final Closure, shall not conduct Storage Operations, nor shall it allow any Storage Operations at the Active Fill Area, except as noted below, except with the written approval of DNR and subject to the requirements and specific provisions established in this Agreement.

The Operator during the Initial Term shall not conduct Treatment Operations, nor shall it allow any Treatment Operations at the Active Fill Area, except with the written approval of DNR and subject to the requirements and specific provisions established in this Agreement.

This above-noted provision restricting Storage and Storage Operations by the Operator at the Solid Waste Facility shall not apply to the Operator when the Town and Town residents have been authorized to Store Solid Waste collected from only Solid Waste sources in the Town at the transfer station or at any Storage containers.

This section shall not apply to existing operations currently permitted by DNR.

3. **Initial Operations, Closure Operations, and Post-Closure Operations.** The Operator, during the Initial Term, shall be fully responsible to the Town to properly maintain, construct, repair, and 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 40 years after Final Closure, shall be responsible to the Town to provide the proper Long-Term Care Operations at the Active Fill Area.

The Operator, during the Initial Term and extending until 40 years after Final Closure, shall be responsible to the Town to take any appropriate and necessary Removal Actions or Remedial Actions at the Active Fill Area.

The Operator, after the date of Final Closure, shall cease transportation of Solid Waste to the Active Fill Area; 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 at the Active Fill Area, shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct or allow any Disposal Operations, Storage

Operations, or Treatment Operations at the Active Fill Area or at any other location at the Solid Waste Facility unless an Expansion has been approved by DNR and if, in addition, the Operator has complied with or will comply with any existing federal and state Solid Waste laws and regulations applicable at the time of the approved Expansion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, may conduct Solid Waste Disposal Operations, Solid Waste Storage Operations or Solid Waste Treatment Operations at any locations, excluding at the Active Fill Area at the Solid Waste Facility, if such Disposal Operations, Storage Operations or Treatment Operations at the Solid Waste Facility are an Expansion of the Solid Waste Facility and such Expansion has been approved pursuant to the procedures set forth by law applicable at that time, and if, in addition, the Operator has complied with or will comply with any existing federal and state Solid Waste Disposal Facility laws and regulations applicable at the time of the approved Expansion.

4. **Expansion.** No further Expansion of the Solid Waste Facility beyond the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time.

5. **Local Approvals.** As used herein, the term "Participating Municipalities" shall mean the Town and County. Except as otherwise provided herein, the following are hereby waived: all applicable ordinances, regulations, permits, licenses, zoning, Local Approvals and Pre-existing Local Approvals of the Participating Municipalities that may be required of the Operator to allow it to: (i) construct, operate, maintain, fill, erect berming in, repair and close the Active Fill Area and provide Long-Term Care of the Active Fill Area and to conduct Disposal Operations, Storage Operations, Treatment Operations, Removal Actions, Remedial Actions, landfill gas extraction activities and landfill gas to energy operations at the Solid Waste Facility, and undertake investigations and feasibility studies at the Solid Waste Facility, and conduct landfilling activities at the Active Fill Area, and to continue to conduct such activities on the currently-licensed landfill, and (ii) conduct Clay Borrow Activities at the Clay Borrow Areas. This waiver includes the waiver of all fees and enforcement provisions of the above described ordinances, regulations, permits, licenses, zoning, Local Approvals and Pre-Existing Local Approvals. This waiver shall continue until forty (40) years after Final Closure or until the Long-Term Care responsibility of the Operator ceases. However, this waiver does not extend to any Expansion. This waiver shall extend to Long-Term Care Operations which the Operator must undertake pursuant to the DNR's regulations pertaining to the Solid Waste Facility.

These regulatory and enforcement waiver provisions do not apply for any other uses, operations or businesses at the Solid Waste Facility except: (1) those uses, operations and businesses that are directly and specifically related to and consistent with Solid Waste Disposal Operations at the Active Fill Area and at the currently-licensed facility and Clay Borrow Activities at the Clay Borrow Areas, (2) those uses that are being undertaken by the Operator at the time of execution of this Agreement; and (3) the expansion of recycling operations at the Landfill to permit on-site sorting, compacting,

crushing, baling, densifying and chipping of recyclable materials, but not to include melting and smelting, or any other process involving the actual reuse or remanufacture of recyclables. These regulatory and enforcement waiver provisions do not apply to allow Operator to operate a collection and transportation service as defined in Wisconsin Administrative Code Section NR500.03(39) at the Solid Waste Facility.

Notwithstanding the foregoing, these regulatory and enforcement waiver provisions do not include speed limits, 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 obstruction, excavation powers, fire safety permits or zoning at locations other than the Solid Waste Facility. Any recycling involving melting, smelting, or other remanufacture or reuse of recyclables, or any tire shredding or composting beyond that currently undertaken shall be subject to the conditional use permit and permit process as set forth in the Town and County ordinances. Any other use of the Solid Waste Facility not referred to in this Section IV.W.5 shall be approved by the Town and County pursuant to the normal procedures involved with obtaining conditional use permits under applicable zoning ordinances. This Agreement specifically supersedes the Town and County zoning and ordinances to the extent that the uses of the property described in Exhibits B and G and referred to in this Agreement as the Solid Waste Facility, are consistent with the uses permitted in this Section IV.W.5.

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

The parties agree that the Town is the appropriate governing body for approval under Wisconsin Statutes §289.33(9)(j), and that this Agreement shall be binding upon the Participating Municipalities. All zoning and conditional use permits requirements of the Participating Municipalities are waived for the Solid Waste Facility for the uses of the Solid Waste Facility described in this Section IV.W.5.

X. **Standing Committee.** The Operator and the Local Committee shall agree to the formation of a Standing Committee, which would consist of three residents of the Town, appointed by the Town Board, and one representative appointed by the Operator. The Standing Committee shall have the functions described in Exhibit C. Specifically, the Standing Committee shall exercise its powers pursuant to the procedures set out in Exhibit C. The Operator will finance the first \$3,000.00 of the Standing Committee's costs annually. The remainder of the Standing Committee's costs shall be borne by the Town if the Standing Committee receives prior approval of such costs by the Town. The Operator's contributions to the Standing Committee shall increase annually by 4% per year or the Prime Rate, whichever is greater, effective January 1 following the execution of this Agreement.

ARTICLE V.
FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

A. **Indemnification to Town.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall indemnify, hold harmless, and defend the Town and its officers, employees, and agents, the Local Committee members appointed under Wis. Stat. § 289.33, and the Standing Committee members, from any and all liability, loss, cost, expenses (including costs of defense, reasonable attorney fees, Removal Action costs, and Remedial Action costs), interest, and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit or action, or right of action (in law or equity) arising against the Town, its officers, employees, and agents, the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members as a result of an injury (including death) or damage to any person or property, brought by any party wherein such injury or damage arises in any way as a result of any anticipated or unanticipated occurrences as defined below, including any act or omission, negligent or otherwise, of the parties indemnified hereunder or the Operator or its agents in connection with the Active Fill Area, with the Solid Waste Facility or with any other obligation from the landfill operations described in this Agreement. For purposes of this Agreement, occurrences shall be deemed to be those associated with the negotiation/arbitration process that occur pursuant to Wis. Stat. Ch. 289, as amended, occurrences which result from the actions or negligence of the Operator or its agents in connection with the Disposal, Storage, or Treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or at operations related thereto, and occurrences which result from the actions or negligence of the Operator or its agents in connection with any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility or at any operations related thereto.

Except as provided below, the above-noted provision shall include full reimbursement to the Town, and its officers, employees, and agents, and to the Local Committee members and the Standing Committee members by the Operator of the legal fees and the legal costs incurred in the legal defense of the Town, and its officers, employees, and agents, and by the Local Committee members appointed under Wis. Stat. § 289.33, and the Standing Committee members. Additionally, except as provided below, the Town and the above-noted parties shall have the right to select for legal defense their own attorney(s), with full reimbursement for any legal fees and costs to be made to such attorney(s) by the Operator.

Notwithstanding the language above, the Operator need not indemnify the Town, or its respective officers, employees, or agents, or the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members wherein it is found by a court of competent jurisdiction that the injury or damage was the result of the sole negligence or the intentional, wanton, or willful acts of the Town, or its respective officers, employees, or agents, or the Local Committee members appointed under Wis. Stat. § 289.33, or the Standing Committee members, or any combination thereof. All

claims for indemnification by the Town or the other parties listed under this section shall be asserted and resolved as follows:

1. In the event that any claim or demand for which the Operator would be liable to the Town or the other parties hereunder (collectively, "Indemnatee"), is asserted against or sought to be collected from Indemnatee by a third party, Indemnatee shall promptly notify the Operator, in writing, of such claim or demand, specifying the nature of such claim or demand and the amount of the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand). This written notification shall be referred to as the "Claim Notice." The Operator shall have 15 days from the time the Claim Notice is post-marked, or such shorter time as may be reasonably required under the circumstance ("Notice Period"), to notify the Indemnatee:
 - a. Whether or not the liability of the Operator to such party hereunder with respect to such claim or demand is disputed; and
 - b. Whether or not the Operator desires, at its sole cost and expense, to defend the Indemnatee against such claim or demand.
2. In the event that the Operator notifies the Indemnatee within the Notice Period of its desire to defend the Indemnatee against such claim or demand, except as hereinafter provided the Operator shall have the right to defend by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by it to a final conclusion. To the extent that a defense against any such claim or demand or any portion thereof is finally unsuccessful, it shall conclusively be deemed an indemnification obligation by the Operator. If the Indemnatee desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense.
3. If the Operator elects not to defend the Indemnatee against any claim or demand, whether or not giving the Indemnatee timely notice as provided above or otherwise, then the Indemnatee shall defend such claim and shall use the procedures under Section V.A.4, below, to challenge the Operator's decision not to defend. In the event the

Indemnatee prevails in its challenge of the Operator's election, then the Indemnatee's costs and expenses shall be deemed an indemnification obligation of the Operator.

4. Disputes regarding the liability of the Operator to the Indemnatee under this section shall be resolved by arbitration in the manner provided in Section V.E.1, below. While awaiting resolution of such disputes, costs incurred from any action taken by a party to protect its interests or any loss suffered due to inaction may be the subject of a claim brought before the arbitration panel handling the dispute as to liability.
5. Notwithstanding any of the foregoing language, this Agreement does not waive, and is not in any way intended to waive, any of the protections afforded a municipality by statute, including those established by Wis. Stat. § 893.80.

B. **Letter of Credit.** Pursuant to the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 (relating to the Northern Expansion of the Solid Waste Facility), the Operator is required to provide the Town with a letter of credit in the amount of One Hundred Thousand Dollars (\$100,000) until twenty (20) years after Final Closure of said Northern Expansion. The parties agree that, during the period when said letter of credit is in full force and effect, the Town may draw upon said letter of credit for reimbursement of losses, costs, expenses, damages and liabilities incurred by the Town as a result of the failure of the Operator to reasonably comply with the terms and conditions of this Agreement.

C. **Pollution Legal Liability Insurance.** The Operator, or Republic Services, Inc. on behalf of the Operator, or any party that provides a replacement guaranty under Section IV.V.4, during the Initial Term and extending until 20 years after Final Closure, shall name and maintain the Town as an additional insured on a pollution legal liability insurance policy having a face amount of not less than Twenty Million Dollars (\$20,000,000.00), in aggregate, for the Solid Waste Facility. Such policy shall be substantially in the form set forth in Exhibit E attached hereto. The Operator shall provide the Town and Standing Committee with an insurance declaration sheet and complete copies of any replacement policy at least thirty (30) days prior to changing such policies.

D. **Enforcement of Security Requirements.** Failure by the Operator to provide and to maintain the letters of credit or insurance described above shall subject the Operator to immediate enforcement action, under which the Town shall have the right to seek and obtain a court order to compel compliance subject to the provisions herein, together with costs and attorney fees.

E. **Compensation for Costs, Expenses and Damages to Town.**

1. **General Reimbursement of Costs, Expenses, and Damages.**

The Operator, during the Initial Term and extending until 40 years after Final Closure, shall fully reimburse the Town, the appropriate municipal fire service units, and the appropriate municipal ambulance service units in the Town and the County within 20 days after the Town, the appropriate municipal fire service units, or the appropriate municipal ambulance service units submit to the Operator a written invoice documenting for the Operator the total dollar amount due from the Operator for the reasonable and necessary costs and expenses and actual damages incurred by the Town, the appropriate municipal fire service units, or the appropriate municipal ambulance service units in their responding to certain occurrences, individually or jointly, and then acting individually or jointly upon certain occurrences, namely:

- a. Fires, explosions, accidents, or any other emergencies occurring at the Active Fill area or at any other location at the Solid Waste Facility, or any fires, explosions, accidents, or any other emergencies occurring at any other location in the Town which occurred as result of the transportation of Solid Waste or other Waste to and from the Solid Waste Facility by the Operator or its agents, which occurred as a result of the Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of the Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Active Fill Area or at any other location at the Solid Waste Facility.
- b. Solid Waste or Hazardous Waste discharges occurring in the Active Fill Area or at any other location at the Solid Waste Facility, or Solid Waste or Hazardous Waste Discharges occurring at any other locations in the Town, which occur as a direct result of the transportation of Solid Waste or other waste to and from the Solid Waste Facility by the Operator or its agents, which occur as a result of the Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occur as a result of any Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility. These costs and expenses incurred by the Town and by the appropriate municipal service units may specifically include any Remedial Action costs and any Removal Action costs.

- c. Any other occurrences at the Solid Waste Facility which occurred as a direct result of Disposal, Storage, or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of Disposal Operations, Storage Operations, Treatment Operations, or Long-Term Care Operations at the Solid Waste Facility wherein the Town, the appropriate municipal fire service units, or the appropriate municipal ambulance service units determined, jointly or individually, that it was appropriate and necessary for the Town and/or the appropriate municipal service unit to incur reasonable and necessary costs and expenses in providing specific services and specific benefits in order:

- (1) To prevent a public nuisance in the Town;
- (2) To protect the public health, safety, and welfare of persons in the Town; or
- (3) To protect the natural resources in the Town, and,

in addition, that the Town and/or the above-noted appropriate municipal service units then determined it was appropriate and necessary that the Operator reimburse the Town and/or the appropriate municipal service units for providing the specific services and for providing the specific benefits. These services and benefits provided by the Town and/or by the appropriate municipal service units to the Operator may include any Remedial Action costs or any Removal Action taken by the Town or the appropriate municipal service units.

The Town, the appropriate municipal fire service units, or the appropriate municipal ambulance service units shall be entitled under this subsection to reimbursement or payment from the Operator for their specific costs, expenses, and damages incurred in their providing specific services and specific benefits if:

- a. The total amount of the costs, expenses, and damages that were incurred by the Town or the appropriate municipal service unit, when submitted by written invoice by the Town and/or the said appropriate municipal service unit to the Operator, was more than Twenty and No/100 Dollars (\$20.00) in amount;

- b. The specific costs, expenses, and damages submitted for payment to the Operator were incurred by the Town or the appropriate municipal service unit, and such costs, expenses, and damages were, at the time the specific services and benefits were provided, the type and amount of costs, expenses, and damages that would normally be assessed or charged directly to any party by the Town or by such appropriate municipal service unit for the specific services or specific benefits provided; and
- c. Such public services are over and above those normally provided to residents of the Town.

Notwithstanding the foregoing, the Operator retains the right to retain the services of private fire service units or private ambulance service units, as it deems appropriate, to respond to any of the above-noted occurrences.

Any controversy or claim by the Town or the Operator arising out of or relating to the amount due the Town from the Operator, or paid by the Operator to the Town, pursuant to this subsection shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Wis. Stat. Ch. 788, as amended. Judgment upon the award rendered by the arbitrators may be entered in any court in the State of Wisconsin having competent jurisdiction. The loser in arbitration shall pay any reasonable attorney fees and legal costs of the other party or parties up to, but not to exceed, a total of \$4,000.00.

2. **Reimbursement for Negotiation Expenses.** The Operator agrees to pay all reasonable expenses of the Town and the County, for their actual attorney fees, costs, and expenses incurred in the negotiation of this Agreement and for obtaining approval of this Agreement by the Town. Said negotiation expenses shall be paid no later than 15 days after the commencement of the Initial Term.

3. **Reimbursement for Administrative Costs and Expenses.** The Operator, during the Initial Term and extending until 40 years after Final Closure, shall annually reimburse the Town, commencing with the first annual reimbursement payment due on or before January 25, 2006, for the year 2005, for the reasonable and necessary clerical costs, engineering, surveying, and professional fees and other expenses the Town and the Standing Committee have incurred during the prior year as a direct result of the Solid Waste Facility, including reasonable and necessary costs and expenses associated with any provision of this Agreement (said costs, fees and expenses are collectively referred to herein as the "clerical and administrative costs and expenses"). The Town by January 10 of each year, commencing first on or before January 10, 2006, shall submit to the Operator a detailed written invoice of their clerical and administrative costs and expenses from the prior year that were incurred as a direct result of the Solid Waste Facility, including any reasonable and necessary clerical and administrative costs and expenses associated with any provisions of this Agreement. To require the annual

reimbursement payment in any one year from the Operator, the invoiced amount submitted must exceed \$100.00 in amount. The Town in its written invoices submitted to the Operator, shall include any copies available to them of the following:

- a. Any receipts for proof of payment of any clerical and administrative costs and expenses incurred as a direct result of the Solid Waste Facility for its purchase or lease of supplies and materials or its purchase or retention of services; and
- b. Copies of any hourly billing statements or other billing statements received from employees, agents, independent contractors or professionals employed or retained as a direct result of the Solid Waste Facility or this Agreement.

The Town shall submit for payment to the Operator by their invoices only those reasonable and necessary clerical and administrative costs and expenses incurred by them that are directly related to the Solid Waste Facility, including clerical and administrative costs and expenses directly related to this Agreement. Such clerical and administrative costs and expenses may be costs and expenses incurred by the Town related to or associated with providing or purchasing necessary clerical and administrative services. Clerical and administrative service costs and expenses may include, but are not limited to, municipal secretarial and municipal supervisory wage and salary costs, public official *per diem* costs, and any cost and fees for retained professional and technical personnel.

Clerical and administrative material and supply costs and expenses may include, but are not limited to, long distance telephone costs, copying costs, Solid Waste educational material purchase costs, file cabinet purchase costs, travel and lodging costs, stationery purchase costs, stamp purchase costs, public meeting publication costs, and Solid Waste seminar attendance costs.

The maximum amount required to be reimbursed by the Operator for any one year for the above-noted clerical and administrative costs and expenses shall be Five Thousand and no/100 Dollars (\$5,000.00) per year. Such clerical and administrative costs and expenses to be reimbursed and to be paid by the Operator are to be reasonable and necessary costs and expenses that are costs and expenses that are over and above other specific costs and expenses to be reimbursed and paid by the Operator pursuant to other provisions of this Agreement.

Any controversy or claim arising out of or relating to the amount due or the amount paid by the Operator for the above-noted costs and expenses reimbursement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Wis. Stat. Ch. 788, as amended. Judgment upon the award rendered by the arbitrators may be entered in any court in the State of Wisconsin

having competent jurisdiction. The party losing in arbitration will pay the reasonable attorney fees and legal costs of the prevailing party up to but not to exceed \$4,000.00.

ARTICLE VI. COMPENSATION TO TOWN

A. Direct Payments.

1. Commencing on the first date of Disposal of Solid Waste at the Active Fill Area, the Operator shall pay to the Town a quarterly direct payment of \$2.54 per ton ("direct payment") of all Solid Waste Disposed in the Active Fill Area, provided, however, in calculating the direct payment, up to 40,000 tons per calendar year of the following types of Solid Waste Disposed or placed in the Active Fill Area shall be excluded: foundry sand, shredder fluff, treated contaminated soils, Special Waste, industrial byproducts that can be beneficially used under Wisconsin Administrative Code Chapter NR 538, as amended from time to time, and all wastes that are not subject to any of the following fees: the tonnage fees imposed under Wisconsin Statutes §289.62, as amended from time to time, the groundwater and well compensation fees imposed under Wisconsin Statutes §289.63, as amended from time to time, the solid waste facility siting board fee imposed under Wisconsin Statutes §289.64, as amended from time to time, the recycling fee imposed under Wisconsin Statutes §289.645 as amended from time to time, or the environmental repair fee and surcharge imposed under Wisconsin Statutes §289.67, as amended from time to time. No direct payment shall be paid for Disposal of Residential Waste received by the Operator from Town Residents and Disposed by the Operator at no charge pursuant to Section VI.B.

Commencing on the first day of the thirteenth (13th) calendar month after the calendar month in which the Operator commences Disposal of Solid Waste in the Active Fill Area, and on the same day of each year thereafter that the Operator continues the Disposal of Solid Waste in the Active Fill Area ("date of adjustment"), the direct payment rate (initially, \$2.54 per ton) shall be increased by the percentage resulting from dividing the Consumer Price Index, All Urban Consumers, Not Seasonally Adjusted, Midwest Urban Area, All Items 1982-1984 = 100 ("CPI") for the calendar month immediately prior to the date of adjustment by the CPI for the calendar month that is twelve calendar months prior to the date of adjustment, provided, however, that the increase on any date of adjustment shall not be less than 3% nor more than 5%. For example, if the Operator commences Disposal of Solid Waste in the Active Fill Area during September of 2005, the first date of adjustment would be on October 1, 2006, and following that date, the dates of adjustment would be on October 1 of each year thereafter that the Operator continues Disposal of Solid Waste in the Active Fill Area. For purposes of the example, it is assumed that the CPI for the month of September, 2006 is 180.3. (Of course, the actual CPI for that month may be more or less than this assumed amount). That amount, 180.3 is the numerator of the fraction to be used in computing the adjustment percentage. For purposes of this example, it is assumed that the CPI for the month of October, 2005 is 173.2. (Again, the actual CPI for that month may be more or less than this assumed amount). That amount, 173.2 is the denominator of the fraction to

2. A sum equaling the prevailing disposal rate in pounds which the Operator is billing the Town's waste hauler times the number of Town Residents times an assumed 2-1/2 pounds of waste per person per day for the month. The Town shall have determined the number of Town Residents based upon the most current census data increased by the number of new residential units built in the Town after the taking of said census, assuming 3-1/2 persons per new residential unit.

Such an amount shall be rebated to the Town on or before the 10th day following each and every month that the Town is serviced by a Town-wide waste hauler.

C. **Town Recycling.** The Operator, during the Initial Term, shall provide recycling services free of charge to the Residents of the Town which shall meet all the requirements imposed by Wisconsin Statutes, including any amendments or further requirements that are added during the term of this Agreement. Said recycling services shall include providing collection containers at the Solid Waste Facility for recyclable materials that Town Residents are required to recycle under Wisconsin law (herein "recyclable materials"). The Operator shall allow Town Residents to place said recyclable materials in the provided collection containers free of charge. The recycling services to be provided by Operator shall not include curbside collection of recyclable materials. The Operator shall annually certify the amount of recyclable materials being received at the Solid Waste Facility to satisfy state requirements or other information needed by the Town. The Operator shall refuse to accept Town Residential Waste for disposal in the Active Fill Area if a Town Resident has failed to separate recyclable materials from the Town Resident's Residential Waste. The Town shall define and provide regulations pertaining to recyclable materials dropped off at the Active Fill Area by Town Residents.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. **Expansion.** No further expansion of the Active Fill Area shall occur except as provided in Section IV.W.4, above.

B. **Clay Extraction.** The Operator shall conduct its Clay Borrow Activities at the Clay Borrow Areas in accordance with this Agreement and the clay borrow operational plans approved by the DNR and the conditions set forth on the attached Exhibit G-1.

C. **Trees.** The Operator shall plant trees near the southern and western boundaries of the Active Fill Area at a location determined by Operator that does not interfere with the construction or operation of the Active Fill Area. Said trees shall be native species and shall be planted in phases as part of the development and restoration of the Active Fill Area. The cost to Operator to plant said trees shall not exceed \$10,000. The Operator shall maintain said trees until Final Closure.

ARTICLE VIII. GENERAL PROVISIONS

A. **Terms and Interpretation of this Agreement.** This Agreement shall cover the "Southern Expansion Area" of the Solid Waste Facility, and except as provided in this Agreement, shall not affect or change previous agreements regarding the Solid Waste Facility. The Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 shall remain in effect in accordance with the terms thereof in regard to the expansion described in said previous agreement.

B. **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 first class mail 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 Town, the Operator, the Local Committee, 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 to the addresses noted below. The current names and addresses are:

1. Republic Services of Wisconsin, Limited Partnership
W8740 State Rd. 11
Delavan, WI 53115
2. Town of Darien
Town Hall
P.O. Box 30
Darien, WI 53114

C. **Headings.** The titles to the sections of this Agreement are for informational purposes only, except where such titles may be necessary for an understanding of the content of the paragraph.

D. **Governing Law.** This Agreement and the provisions contained herein will be construed, enforced, and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin.

E. **Waiver.** Any waiver by any party of 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 condition or any other term or condition of this Agreement.

F. **Complete Agreement.** This Agreement supersedes all prior contracts or agreements, whether oral or written, that were or could have been negotiated, pursuant to

Wis. Stat. § 289.33, between the Town, the County, the Operator, and the Local Committee.

G. **No Construction Against Drafting Party.** This Agreement has been reached through arm's length negotiations between the parties and with all parties having the advice of counsel or the opportunity to consult with counsel, and shall not be interpreted against any party on the basis that this Agreement was drafted by said party.

H. **Amendment.** This Agreement may be amended only by a written agreement between the Town and the Operator.

I. **Severability.** In the event any section, clause, paragraph, or phrase of this Agreement is deemed to be wholly or partially invalid or unenforceable by a court of law of competent jurisdiction, the remaining sections of this Agreement shall be fully valid and enforceable.

J. **Binding Effect.** Upon approval of this Agreement by the Town under Wisconsin Statutes Section 289.33(9)(k), this Agreement shall bind the Town, the County, the Operator, the Local Committee, and their respective legal heirs, legal representatives, legal successors and legal assigns as provided in Wisconsin Statutes Sections 289.33(9)(k) and 289.33(11).

K. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

LOCAL COMMITTEE:
MALLARD RIDGE LANDFILL SOUTHERN
EXPANSION LOCAL COMMITTEE


Dated: 3/2/2005

By Robert Koehl

Robert Koehl, Chairman and authorized signatory
by vote of and on behalf of the Mallard Ridge
Landfill Southern Expansion Local Committee

OPERATOR:
REPUBLIC SERVICES OF WISCONSIN,
LIMITED PARTNERSHIP, by REPUBLIC
SERVICES OF WISCONSIN GP, LLC, its general
partner

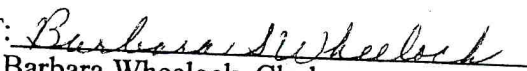
Dated: 03-03-05

By: 
Timothy Trost, Vice President

TOWN:
TOWN OF DARIEN, a Wisconsin municipal
Corporation

Dated: 03-02-05

By: 
Cecil Logterman, Town Chairman

ATTEST: 
Barbara Wheelock, Clerk

7th

GUARANTY


Republic Services, Inc., for valuable consideration, including the mutual covenants and benefits stated in the Mallard Ridge Landfill Southern Expansion Negotiated Agreement (hereinafter referred to as the "Agreement") by and between the Town of Darien, Mallard Ridge Landfill Southern Expansion Local Committee and Republic Services of Wisconsin, Limited Partnership, a subsidiary of Republic Services, Inc., such consideration and the receipt of which is hereby acknowledged, does hereby guaranty the performance of the obligations of Republic Services of Wisconsin, Limited Partnership provided for in the Agreement in the event Republic Services of Wisconsin, Limited Partnership fails to perform.

This guaranty shall remain in force upon a transfer of ownership of the Mallard Ridge Recycling & Disposal Solid Waste Facility, provided, however, that if the transferee provides, in the manner set forth in Section IV.V.4 of the Agreement, a guaranty that is at least equivalent to the guaranty provided hereunder and if Republic Services of Wisconsin, Limited Partnership or Republic Services, Inc. can demonstrate that the replacement guarantor has the ability, both financially and operationally, to comply with the requirements of this Agreement, the DNR, the landfill license, and/or State law, then this Guaranty shall be released and of no further force and effect and Republic Services, Inc. shall have no obligation under this Guaranty.

Republic Services, Inc. acknowledges receipt of the Agreement and certifies that the officers signing below have authority to act on behalf of Republic Services, Inc. A notarized copy of a certification by the secretary or assistant secretary of Republic Services, Inc. reflecting such authority is attached hereto.

Dated: 3/4/05

Republic Services, Inc.

By: 
Print Name: David A. Barclay
Title: Vice President, General Counsel and
Assistant Secretary

Attest:


Print Name: Tim M. Benter
Title: Assistant Secretary

be used in computing the adjustment percentage. Under this example, the final computation of the first direct payment rate adjustment would be as follows: $\$2.54 \times 180.3/173.2 = \2.64 . The adjusted rate of \$2.64 would be an increase of 3.9% above the original rate of \$2.54. This adjusted rate would be within the allowed increase of not less than 3% or more than 5%. Under this example, commencing on October 1, 2006, the adjusted direct payment rate would be \$2.64, and the same process of adjustment would then be repeated on October 1, 2007 and on October 1 of each year thereafter that the Operator continues the Disposal of Solid Waste in the Active Fill Area.

The Operator shall compute the amount of the direct payment based upon calendar quarters. Direct payments shall be made within 15 days of the expiration of each calendar quarter for the chargeable Solid Waste disposed during such quarter. For example, if Disposal in the Active Fill Area commences during the third calendar quarter of 2005, the first direct payment in the calendar year 2005 shall be due on or before October 15, 2005.

2. Within 15 days after the expiration of each calendar quarter that Solid Waste is Disposed in the Active Fill Area, the Operator shall submit to the Town a statement in the form set forth on the attached Exhibit I incorporated herein.

Any payment that is received late shall accrue interest at the rate of 1-1/2% 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.

The Operator shall provide to the Town and the Standing Committee all documents submitted to DNR pertaining to the recording and documentation of the Solid Waste received. In addition, the Town or the Standing Committee may inspect the originals of such documentation or the daily records upon which such summaries are based upon reasonable prior notice.

If, at any time, the Town so desires, it may retain an independent consulting firm to perform computations in order to verify the Operator's reported tonnage to the Town. Such consulting firm may use field or aerial surveys to verify such tonnage. For the purpose of converting cubic yards of air space into tons, the parties stipulate that one cubic yard of air space shall equal 1,550 pounds of Solid Waste, less a daily and intermediate cover discount of 1 to 7 (i.e., one part of cover materials to 7 parts of waste). The Town shall pay all costs unless such independent consulting firm's computations reveal that the Operator's reported tonnage to the Town has been understated by 5% or greater. If so, understated, the costs of such computations shall be borne by the Operator, and the Operator shall pay the costs of such independent consulting firm within 30 days after presentation of such bill and the report of such error. There shall be no reduction of air space for "daily cover" or any other matter pertaining to discounting of the pounds per cubic yard of air space assumption, except as provided for in this paragraph and in Section VI.A.1.

If the Operator has understated the amount deposited, the difference shall be paid to the Town within 10 days of receipt of the consultant's results at the rate applicable at the time such payments are received by the Town. If the Operator has overstated the amount deposited, the Operator shall receive a credit toward its future direct payments provided for in this Section VI.A.

Effective the first calendar year that Solid Waste is Disposed at the Active Fill Area, a minimum annual payment shall be paid directly into the general fund of the Town in the amount of \$250,000.00 for each calendar year between the initial Disposal of Solid Waste and the Final Closure of the Active Fill Area, and each said minimum annual payment shall be deemed a credit against the direct payments stated above, and may be carried forward to the next year to the extent the direct payments in said year do not exceed \$250,000.00. Provided, however, the amount of such minimum annual payment in any calendar year shall be reduced by the amount of the minimum annual payment paid by the Operator to the Town under Article VI, Section 1 of the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991. Such minimum annual payments required to be made pursuant to this Agreement shall be made to the Town on or before January 15 of each calendar year Solid Waste is Disposed at the Active Fill Area.

The parties agree that 25% of the direct payments to be paid to the Town, and any other payments, other than the \$250,000.00 annual minimum payment, shall be set aside in the separate Landfill Reserve Fund II, as is set forth in Exhibit D.

B. **Residential Waste.** The Operator, during the Initial Term, shall make the transfer station or collection bins located at the Solid Waste Facility available to Town Residents for the purpose of Disposal of their Residential Waste every day the landfill is open, during its hours of operation, at no charge. The Operator shall also provide access for Town Residents who own or operate farms in the Town for dump trucks and similar farm vehicles to enter the Solid Waste Facility to dispose of their Residential Waste. Such access would also be limited to the hours set forth above in Section IV.B. Items not permitted by state law for Disposal at the Solid Waste Facility shall be excluded from Disposal by Town Residents. The free disposal of Residential Waste to be provided by Operator to Town Residents shall not include curbside collection of Residential Waste.

In the event that the Town chooses to go to a Town-wide waste hauler, the Operator shall agree to work with such waste hauler to provide for the orderly, free Disposal at the Active Fill Area of the Residential Waste generated by Town Residents. If said hauler brings Residential Waste generated by Town Residents to the Active Fill area, then, notwithstanding the foregoing, the Operator shall pay to the Town the lesser of:

1. The amount invoiced and actually paid to the Operator by the Town's waste hauler for waste Disposal of Residential Waste generated by Town Residents at the Active Fill Area; or

CERTIFICATE OF INCUMBENCY OF
REPUBLIC SERVICES, INC.

The undersigned authority, in his capacity as a duly elected and active Secretary of REPUBLIC SERVICES, INC., a Delaware corporation (the "Corporation"), hereby certifies the following for the Town of Darien:

I CERTIFY that the following persons are hereby authorized, on behalf of this Corporation, to act on it's behalf in the capacity set forth opposite their name:

David A. Barclay - Sr. Vice President, Assistant Secretary and
General Counsel

Tim M. Benter - Assistant Secretary

I FURTHER CERTIFY that the specimen signature set forth opposite the name of each of the persons listed below, is the genuine signature of such person:

Senior Vice President, Assistant
Secretary and General Counsel:

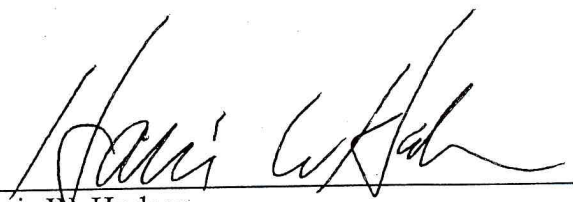
David A. Barclay

Assistant Secretary:

Tim M. Benter

DATED this 4th day of March, 2005.

By:


Harris W. Hudson
Secretary

**MALLARD RIDGE LANDFILL SOUTHERN
EXPANSION LOCAL COMMITTEE
RESOLUTION - MARCH 2, 2005**

WHEREAS, on November 8, 2002, the Town of Darien, Walworth County, Wisconsin received a written request from Republic Services of Wisconsin, Limited Partnership, pursuant to Wis. Stat. § 289.22(1m), for the specification of all applicable local approvals for the expansion of the Mallard Ridge Landfill; and

WHEREAS, on December 9, 2002, the Town Board of the Town of Darien, Walworth County, Wisconsin, as an affected municipality pursuant to Wis. Stat. § 289.33(6)(a), adopted a siting resolution that appointed members to the local committee, as defined under Wis. Stat. §§ 289.33(3)(e) and 289.33(7), and provided a statement of the Town's intent to participate in the negotiation process of the Mallard Ridge Landfill Southern Expansion; and

WHEREAS, on December 10, 2002, the County Board of Walworth County, Wisconsin as an affected municipality pursuant to Wis. Stat. § 289.33(6)(a), adopted a siting resolution (Resolution No. 80-12/02) that appointed members to the local committee and provided a statement of the County's intent to participate in the negotiation process of the Mallard Ridge Landfill Southern Expansion; and

WHEREAS, the Mallard Ridge Landfill Southern Expansion Negotiated Agreement as presented to the local committee is the result of two years of informal negotiations between representatives of the Town of Darien, Walworth County, Wisconsin, the County of Walworth, Wisconsin and Republic Services of Wisconsin, LLP; and

WHEREAS, all issues subject to negotiation have been resolved between the local committee and Republic Services of Wisconsin, LLP and incorporated into the Mallard Ridge Landfill Southern Expansion Negotiated Agreement as presented to the local committee on this date; and

WHEREAS, upon approval by the local committee of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement, the local committee chairman shall recommend the agreement to the Town Board of the Town of Darien, Walworth County, Wisconsin for approval and execution of the agreement; and

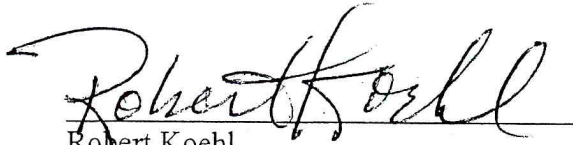
WHEREAS, upon approval by the Town Board of the Town of Darien, Walworth County, the local committee shall execute the Mallard Ridge Southern Expansion Negotiated Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Mallard Ridge Landfill Southern Expansion Negotiated Agreement is hereby approved and the local committee chairman is hereby authorized and directed to recommend the agreement, on behalf of the local committee, to the Town Board of the Town of Darien, Walworth County, Wisconsin, for approval and execution.

BE IT FURTHER RESOLVED, that upon execution of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement by the Town Board of the Town of Darien, Walworth County, Wisconsin, the chairman of the local committee is hereby authorized and directed to execute the agreement on behalf of the local committee.

BE IT FURTHER RESOLVED, that the Mallard Ridge Landfill Southern Expansion Negotiated Agreement represents the written agreement in accordance with Wis. Stat. § 289.33(9)(g).

Dated this 2nd day of March, 2005

A handwritten signature in cursive script, reading "Robert Koehl", written over a horizontal line.

Robert Koehl
Local Committee Chairman

**TOWN BOARD, TOWN OF DARIEN
RESOLUTION - MARCH 2, 2005**

WHEREAS, on December 30, 1991, the Town Board of the Town of Darien, Walworth County, Wisconsin, approved and executed the Mallard Ridge Landfill Negotiated Agreement, such approval was ratified on January 14, 1992; and

WHEREAS, Article IV, section 25, subsection D, of the Mallard Ridge Landfill Negotiated Agreement, dated December 30, 1991, set forth the procedures for which an expansion of the active fill area of the Mallard Ridge Landfill could occur; and

WHEREAS, on November 8, 2002, the Town of Darien, Walworth County, Wisconsin received a written request from Republic Services of Wisconsin, Limited Partnership, pursuant to Wis. Stat. § 289.22(1m), for the specification of all applicable local approvals for the expansion of the Mallard Ridge Landfill; and

WHEREAS, on December 9, 2002, the Town Board of the Town of Darien, Walworth County, Wisconsin, as an affected municipality pursuant to Wis. Stat. § 289.33(6)(a), adopted a siting resolution that appointed members to the local committee, as defined under Wis. Stat. §§ 289.33(3)(e) and 289.33(7), and provided a statement of the Town's intent to participate in the negotiation process of the Mallard Ridge Landfill Southern Expansion, a copy of the resolution is attached as Exhibit A, and incorporated herein; and

WHEREAS, on December 10, 2002, the County Board of Walworth County, Wisconsin as an affected municipality pursuant to Wis. Stat. § 289.33(6)(a), adopted a siting resolution (Resolution No. 80-12/02) that appointed members to the local committee and provided a statement of the County's intent to participate in the negotiation process of the Mallard Ridge Landfill Southern Expansion, a copy of the resolution is attached as Exhibit B, and incorporated herein; and

WHEREAS, as a result of those negotiations, on March 2, 2005, the local committee has recommended to the Town Board of the Town of Darien, Walworth County, Wisconsin, as the appropriate governing body for approval under Wis. Stat. subsecs. 289.33(9)(j) and (k), that the Town Board approve and execute the Mallard Ridge Landfill Southern Expansion Negotiated Agreement; and

WHEREAS, upon approval and execution by the Town Board of the Town of Darien, Walworth County, Wisconsin, as the appropriate governing body, the Mallard Ridge Landfill Southern Expansion Negotiated Agreement is binding on the Town of Darien,

Wisconsin and the County of Walworth, Wisconsin, as participating municipalities, as defined under Wis. Stat. § 289.33(3)(f), and local approvals, whether pre-existing or otherwise, as defined under Wis. Stat. subsecs. 289.33(3)(d) and (fm) are not applicable to the Mallard Ridge Landfill Southern Expansion facility, except those local approvals, whether pre-existing or otherwise, made applicable to the facility under the negotiated agreement; and

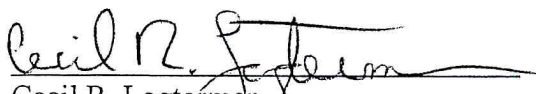
WHEREAS, upon approval and execution by the Town Board of the Town of Darien, Walworth County, Wisconsin, the Mallard Ridge Landfill Southern Expansion Negotiated Agreement shall supersede Article IV, section 25, subsection D, of the Mallard Ridge Landfill Negotiated Agreement dated December 30, 1991.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Mallard Ridge Landfill Southern Expansion Negotiated Agreement is hereby approved and the Town Chairman is hereby authorized and directed to execute the agreement on behalf of the Town Board of the Town of Darien, Walworth County, Wisconsin.

BE IT FURTHER RESOLVED, that the Mallard Ridge Landfill Southern Expansion Negotiated Agreement shall supersede the provisions for expansion under the Mallard Ridge Landfill Negotiated Agreement, dated December 30, 1991.

BE IT FURTHER RESOLVED, that in accordance with the provisions of Wis. Stat. § 289.33(9)(k), the Mallard Ridge Landfill Southern Expansion Negotiated Agreement is binding on the Town of Darien, Wisconsin and the County of Walworth, Wisconsin, as participating municipalities, and only those local approvals, whether pre-existing or otherwise, that are specified in the agreement are applicable to the Mallard Ridge Landfill Southern Expansion.

Dated this 2nd day of March, 2005


Cecil R. Logterman,
Town Board Chairman

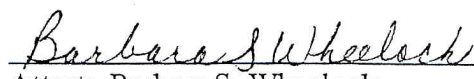

Attest: Barbara S. Wheelock,
Town Clerk

EXHIBIT A

TOWN BOARD, TOWN OF DARIEN RESOLUTION - DECEMBER 9, 2002

RECEIVED
DEC 16 2002

WHEREAS, on November 8, 2002, the Town of Darien, Walworth County, Wisconsin, received a written request from Republic Services of Wisconsin, Limited Partnership, pursuant to Section 289.22 (1m), Wisconsin Statutes, asking that the Town of Darien specify all applicable local approvals necessary to construct and expand its solid waste disposal facility, and

WHEREAS, the proposed solid waste disposal facility would be located in Sections 4, 7, 9 and 10 of the Town of Darien, Walworth County, Wisconsin, and

WHEREAS, the Town of Darien has its principal offices located on Foundry Road, P. O. Box 370, Darien, Wisconsin, and

WHEREAS, pursuant to Section 289.33(6)(a), Wisconsin Statutes, an affected municipality may participate in the negotiation and arbitration process of the governing body adopts a siting resolution within sixty (60) days after the municipality receives the written request from the applicant for specification of all local approvals, and that the Town of Darien is an affected municipality, and

WHEREAS, the resolution shall state the municipality's intent to negotiate and, if necessary, arbitrate with the applicant concerning the proposed facility, and

WHEREAS, pursuant to Section 289.33 (6) (f), Wisconsin Statutes, if no affected municipality adopts a siting resolution, the applicant is entitled to continue to seek state approval without any negotiation or arbitration of local concerns, and the facility will not be subject to any local approval.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Darien, Walworth County, Wisconsin, that the Town of Darien intends to participate in the negotiation process, and, if necessary, arbitrate with the applicant concerning the proposed facility, and

BE IT FURTHER RESOLVED, that the Town of Darien appoints the following individuals to the local negotiating committee as the four (4) members mentioned in Section 289.33 (7) (a) 1m, Wisconsin Statutes,

Cecil Logterman

Daniel Kilkenny

Robert Koehl

Benjamin Bigelow

BE IT FURTHER RESOLVED, that this resolution constitutes a Siting Resolution pursuant to Section 289.33 (6), Wisconsin Statutes, and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Darien is directed to send a copy of this resolution and the names of the members appointed to the local committee, to the State of Wisconsin Waste Facility Siting Board within seven (7) days of the adoption of this resolution, and the appointment of the members as set forth above.

Dated this 9th day of December, 2002.

Cecil R. Logterman

Cecil R. Logterman,
Town Board Chairman

Barbara Wheelock

Attest: Barbara Wheelock,
Town Clerk

EXHIBIT B

DEC 16 2002

WASTE FACILITY
SITING BOARD

RESOLUTION NO. 80-12/02

RESOLUTION STATING WALWORTH COUNTY'S INTENT TO PARTICIPATE IN NEGOTIATIONS REGARDING THE PROPOSED MALLARD RIDGE LANDFILL EXPANSION

WHEREAS, on November 8, 2002 the County of Walworth received a written request from Republic Services of Wisconsin, Limited Partnership, pursuant to Section 289.22 (1m), Wisconsin Statutes, asking that Walworth County specify all applicable local approvals necessary to construct an expanded solid waste disposal facility, and

WHEREAS, the landfill applicant in this instance is the Mallard Ridge Recycling and Disposal Facility, Republic Services of Wisconsin, Limited Partnership, with its principal offices located at W8470 State Road 11, Delavan, WI 53115, and

WHEREAS, the proposed solid waste disposal facility would be located in Sections 4, 7, 9, and 10 of T2N, R15E, Town of Darien, Walworth County, Wisconsin, and

WHEREAS, Walworth County, with its principal offices located at the Walworth County Courthouse, PO Box 1001, Elkhorn, Wisconsin 53121, is an "affected municipality" as defined in Section 289.01 (1) (a), Wisconsin Statutes, and

WHEREAS, pursuant to Section 289.33 (6)(a), Wisconsin Statutes, an affected municipality may participate in the negotiation and arbitration process if the governing body adopts a siting resolution within sixty (60) days after the municipality receives the written request from the applicant for specification of all local approvals, and

WHEREAS, the resolution shall state the municipality's intent to negotiate and, if necessary, arbitrate with the applicant concerning the proposed facility, and

WHEREAS, failure to adopt a siting resolution within such sixty (60) days renders the municipality ineligible to appoint members to the local committee which shall negotiate with the applicant, and

WHEREAS, pursuant to Section 289.33 (6) (f), Wisconsin Statutes, if no affected municipality adopts a siting resolution, the applicant is entitled to continue to seek state approval without any negotiation or arbitration of local concerns, and the facility will not be subject to any local approval.

NOW THEREFORE, BE IT RESOLVED, by the WALWORTH COUNTY BOARD OF SUPERVISORS that, Walworth County intends to participate in the negotiation process, and, if necessary, arbitrate with the applicant concerning the proposed facility, and

BE IT FURTHER RESOLVED, that Walworth County appoints the following individuals to the local negotiating committee, as the two (2) members mentioned in Section 289.33 (7) (a) 1m, Wisconsin Statutes,

Allan Polyock, Walworth County Board Supervisor

Larry Price, Solid Waste Manager / Assistant Director of Facilities Management

BE IT FURTHER RESOLVED, that the WALWORTH COUNTY BOARD OF SUPERVISORS intends this resolution to be a Siting Resolution as required by Section 289.33 (6), Wisconsin Statutes, and

BE IT FURTHER RESOLVED, that the Walworth County Clerk is hereby directed to send a copy of this Siting Resolution, and the names of the members appointed to the local committee, to the State of Wisconsin Waste Facility Siting Board within seven (7) days of the adoption of this Resolution, and the appointment of the members as set forth above.

Dated this 10th day of December, 2002

W. J. ...
County Board Chair

Kimberly S. Bushey
Attest: Kimberly S. Bushey
Walworth County Clerk

Reviewed By:

DA36 12/02/02
County Administrator Date

Approved as to Form:

Dennis D. ... 12/02/02
Corporation Counsel Date

Reviewed Budget/Fiscal Impact:

M. ... 12/02/02
Finance Director Date

Circle Action Required

Majority Vote

Two-Thirds Vote

Other (Specify)

Committee Consideration: Solid Waste Management Board Date: November 25, 2002
Vote: Approved upon a unanimous vote of 6-0

Resolution Introduced by the Walworth County Solid Waste Management Board

This Resolution/Ordinance was:

Adopted: Roll Call/U.C./Voice

Rejected/Referred/Laid Over

Ayes: _____ Noes: _____ Absent: _____

Date 12-10-02

Policy and Fiscal Note

TITLE:

Resolution No. 80-12/02 - Stating Walworth County's intent to participate in negotiations regarding the proposed Mallard Ridge Recycling & Disposal Facility expansion.

PURPOSE AND POLICY IMPACT STATEMENT:

On November 8, 2002 the County of Walworth received a written request from Republic Services of Wisconsin, Limited Partnership, asking that Walworth County specify all applicable county local approvals necessary to construct an expanded solid waste disposal facility at the Mallard Ridge Recycling and Disposal facility located at W8470 State Road 11, Delavan, Wisconsin.

The proposed solid waste disposal facility is located in Sections 4, 7, 9, and 10 of T2N, R15E, Town of Darien, Walworth County, Wisconsin.

Walworth County is an "affected municipality" for purposes of negotiation because the proposed expansion of the solid waste disposal facility is located within the County.

Walworth County may participate as an affected municipality in the negotiation and arbitration process if the governing body of the County adopts a siting resolution, and appoints members to the local negotiating committee within 60 days after the County receives the request from the applicant to specify all applicable local approvals.

The purpose of this resolution is to provide required notice that:

1. Walworth County intends to participate in the negotiation process, and if necessary, arbitrate, with the applicant concerning the proposed facility,
2. Walworth County appoints Allan Polyock, Walworth County Board Supervisor, and Larry Price, Assistant Director of the Walworth County Facilities Management Department to serve as the County's two representatives on the local negotiating committee.

FISCAL IMPACT:

It is in the best interest of "affected municipalities," (in this case, the Town of Darien and County of Walworth) to choose to enter into negotiations, because each municipality will benefit both financially and environmentally:

It is estimated that the landfill negotiation process will take more than one year, and possibly as long as three years. Based on previous experience, it is estimated that the negotiating committee will meet ten to fifteen times per year. Negotiating Committee members normally receive a per diem allowance, and reimbursement for mileage for each meeting attended. Responsibility for payment of these expenses is a matter that is negotiable between the landfill applicant and negotiating committee. In the past, the landfill applicant has fully reimbursed all such costs related to the negotiating committee.

Negotiations related to the last expansion of Mallard Ridge Landfill, resulted in rather substantial revenue for the County. This revenue has benefited all Walworth County residents by providing various countywide solid waste and recycling programs, such as Clean Sweep. Payments received during the last five years as a result of the previous landfill negotiation process are as follows: •1998 - \$77,680.44, •1999 - \$55,256.52, •2000 - \$66,228.63, •2001 - \$73,077.10, and, • thus far in 2002 - \$90,452.40

ADDITIONAL KEY INFORMATION:

Landfill Expansion in Wisconsin - Two Processes that Occur Concurrently.

In Wisconsin, all new landfills and expansions must obtain both state and local approvals prior to construction.

Process 1 - Landfill Licensing. The landfill licensing process is administered by the Wisconsin Department of Natural Resources. This is a technical decision-making process that focuses on the ability of the proposed landfill design to meet specific criteria and standards to protect public health and the environment.

Process 2 - Local Approvals. Simultaneous to the Wisconsin DNR licensing process, the landfill applicant must also seek and obtain any applicable local approvals. The local approval process focuses on the local economic, social, and land use impacts of the landfill and is overseen by the Wisconsin Waste Facility Siting Board.

Affected Municipality

An "affected municipality" is any town, village, city, or county:

- (a) where any or all of the proposed waste site will be located, or
- (b) whose boundary is within 1500 feet of the facility designated in the feasibility report for the disposal of solid waste or the treatment, storage, or disposal of hazardous waste.

Negotiation Process

In Wisconsin, any municipality that will be affected by a proposed landfill siting or expansion may choose to enter into negotiations with the applicant. Virtually any issue is negotiable **except the need for the proposed landfill or expansion**. The two affected municipalities in the case of the proposed Mallard Ridge Landfill expansion are the Town of Darien, and County of Walworth. It is in the best interest of the Town of Darien and County of Walworth to choose to enter into negotiations, because each municipality will benefit financially and environmentally.

The Local Approval Process:

The first step of the local approval process occurred Friday, November 8, when Kim Bushey, Walworth County Clerk, received the following items from the landfill applicant by Certified Mail:

- ✓ "Request for Specification of Applicable Local Approvals"
- ✓ A copy of the standard notice, printed by the Wisconsin Waste Facility Siting Board.

The first few elements of the local approval process are critical, and responses by affected municipalities must be completed within a specific timeframe, as follows:

1. Within 15 days an affected municipality must specify all local approvals, or state that there are none.
2. Within 60 days, an affected municipality must pass a siting resolution and appoint members to the local negotiating committee. If this deadline is missed, a municipality may not participate in negotiations.
3. The names and addresses of the individuals appointed to the negotiating committee must be sent to the Waste Facility Siting Board within 7 days of their appointment.

Following the above-listed timeframe requirements, Walworth County must:

1. Specify all applicable local approvals on or before November 23.
This deadline was met when the Land Management Department provided the landfill applicant a list of all applicable County local approvals by letter dated November 11, 2002.
2. Pass a siting resolution and appoint members to the local negotiating committee on or before January 7, 2003.
Due to the timing of the receipt of the correspondence from Republic Services, and schedule for County Board meetings in November, December, and January, it will be necessary to present the Siting Resolution to the County Board at their December meeting.
3. Forward the names and addresses of the individuals appointed to the negotiating committee to the Wisconsin Waste Facility Siting Board within seven days of the adoption of the Siting Resolution.
If the Siting Resolution is adopted on December 10, 2002, the names of the members appointed to the local committee must be forwarded to the Wisconsin Waste Facility Siting Board on or before December 17, 2002.

Reviewed By:

On A36 12/02/02
County Administrator Date

Approved as to Form:

Don D. C. 12/02/02
Corporation Counsel Date

Reviewed Budget/Fiscal Impact:

M. Ande 12/02/02
Finance Director Date

Circle Action Required Majority Vote Two-Thirds Vote Other (Specify)

Committee Consideration: Solid Waste Management Board Date: November 25, 2002
Vote: Approved upon a unanimous vote of 6-0

Resolution Introduced by the Walworth County Solid Waste Management Board

MALLARD RIDGE SOUTHERN EXPANSION

EXHIBIT A

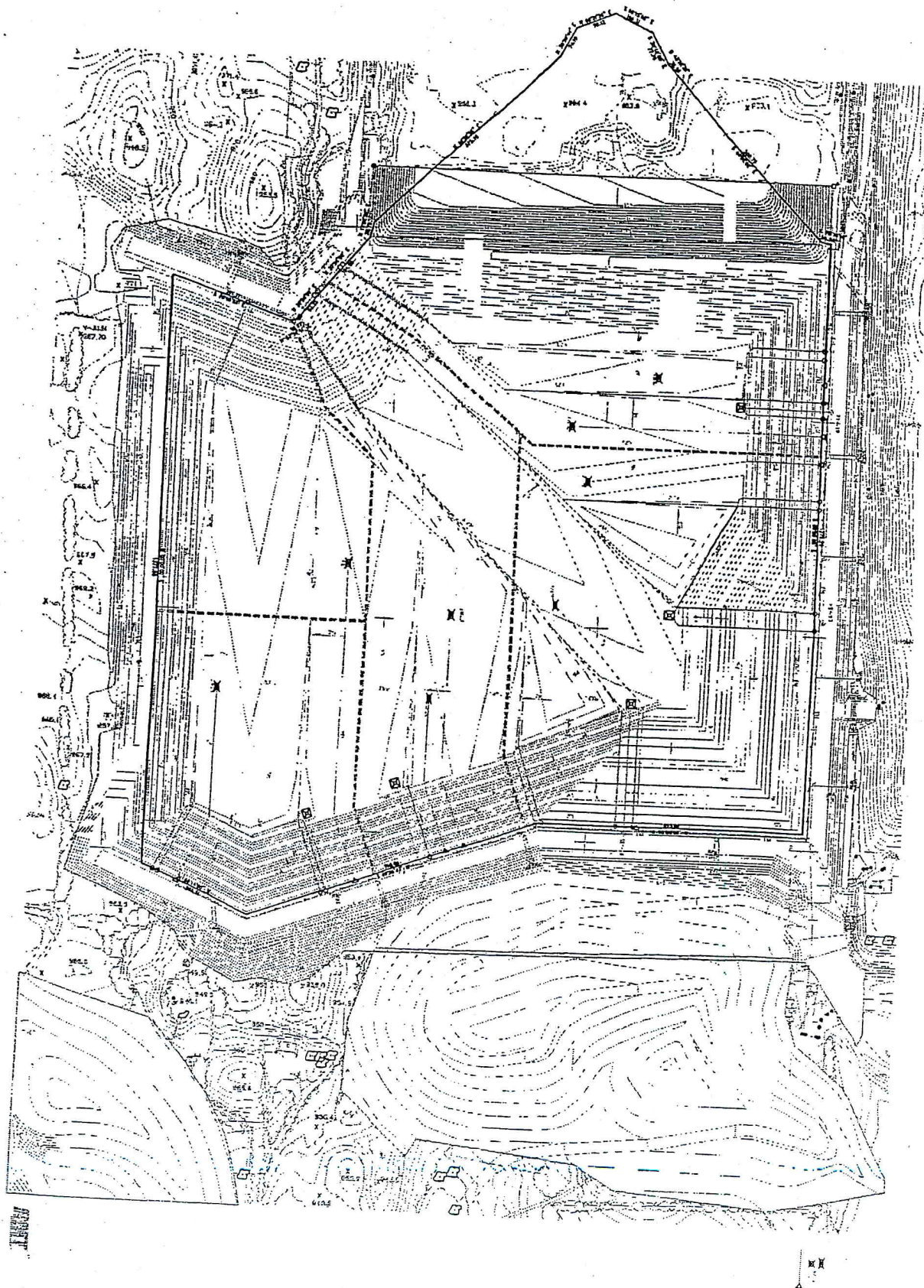
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

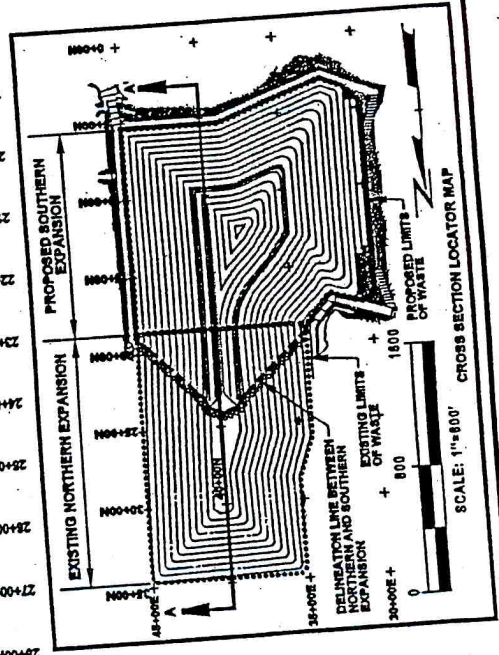
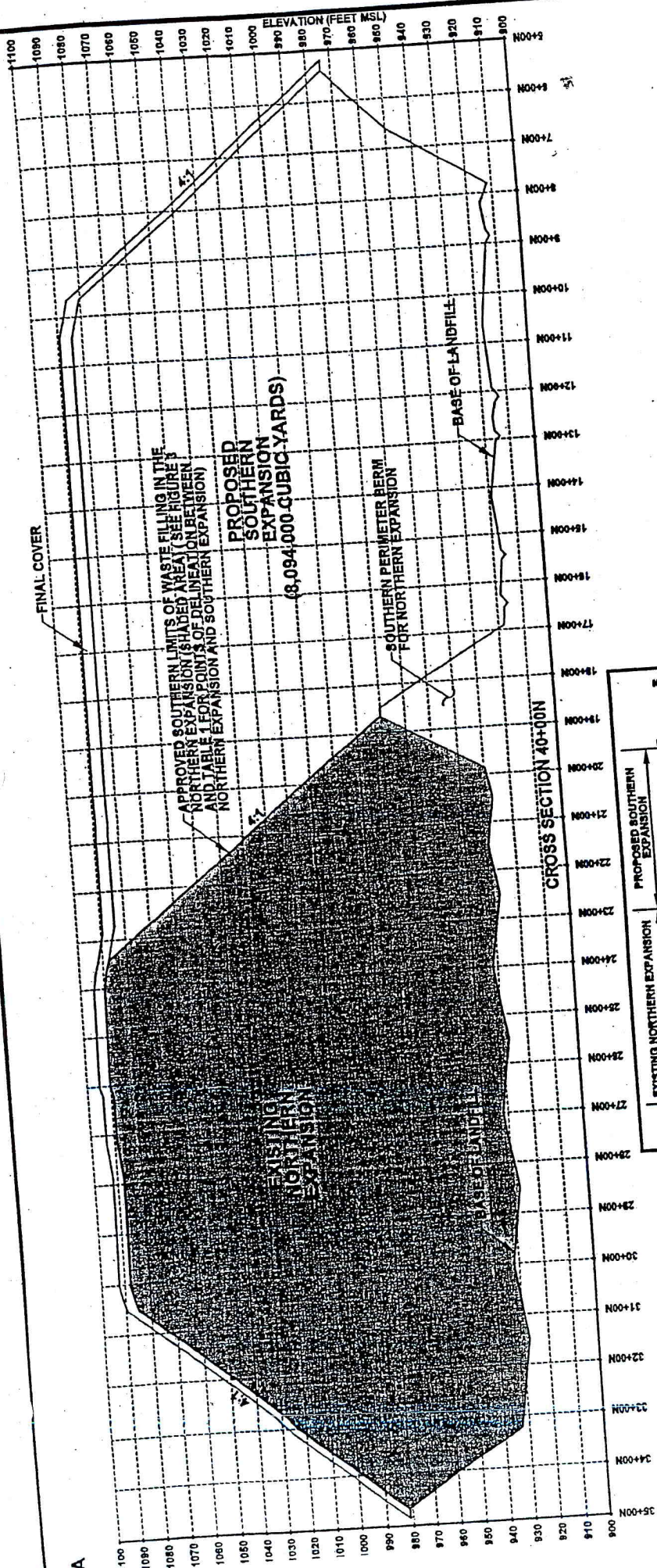
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9 (T2N, R15E); THENCE N 87DEG 22MIN 48SEC E, 94.56 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4 (NORTH LINE NE 1/4 OF SECTION 9) TO THE POINT OF BEGINNING; THENCE N 37DEG 56MIN 09SEC E, 184.00 FEET; THENCE N 12DEG 02MIN 52SEC E, 35.79 FEET; THENCE N 46DEG 28MIN 56SEC E, 575.16 FEET; THENCE N 30DEG 59MIN 44SEC E, 74.10 FEET; THENCE N 68DEG 31MIN 26SEC E, 99.12 FEET; THENCE S 66DEG 43MIN 03SEC E, 100.31 FEET; THENCE S 29DEG 48MIN 05SEC E, 77.79 FEET; THENCE S 43DEG 32MIN 21SEC E, 38.56 FEET; THENCE S 44DEG 02MIN 02SEC E, 500.75 FEET; THENCE S 76DEG 28MIN 18SEC E, 20.52 FEET; THENCE S 00DEG 00MIN 00SEC E, 1375.20 FEET; THENCE S 90DEG 00MIN 00SEC W, 615.00 FEET; THENCE S 69DEG 28MIN 47SEC W, 710.05 FEET; THENCE N 66DEG 14MIN 05SEC W, 265.51 FEET; THENCE N 00DEG 00MIN 00SEC E, 1377.90 FEET; THENCE S 70DEG 45MIN 23SEC E, 291.27 FEET; THENCE N 57DEG 59MIN 41SEC E, 18.87 FEET; THENCE N 37DEG 56MIN 09SEC E, 63.25 FEET TO THE POINT OF BEGINNING. CONTAINING 55.80 ACRES OF LAND MORE OR LESS.

MALLARD RIDGE SOUTHERN EXPANSION

EXHIBIT A - 1

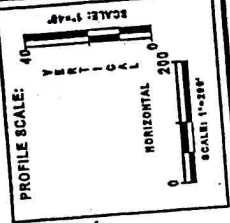


A'



PROJECT: MALLARD RIDGE RDF
WALWORTH COUNTY, WISCONSIN

SHEET TITLE: CROSS SECTION THROUGH THE EXISTING NORTHERN EXPANSION AND THE PROPOSED SOUTHERN EXPANSION			
DRAWN BY: JCO	SCALE: HORIZONTAL: 1"=200'	FIGURE NO. 1	FIGURE 1
CHECKED BY: JCO	DATE: NOV 16 2004		
APPROVED BY: JCO	DATE: NOVEMBER 2004		
RMT.			
244 Marlard Trail Madison, WI 53717-1854 Tel: 608-823-2376-2323 Fax: 608-823-3314			

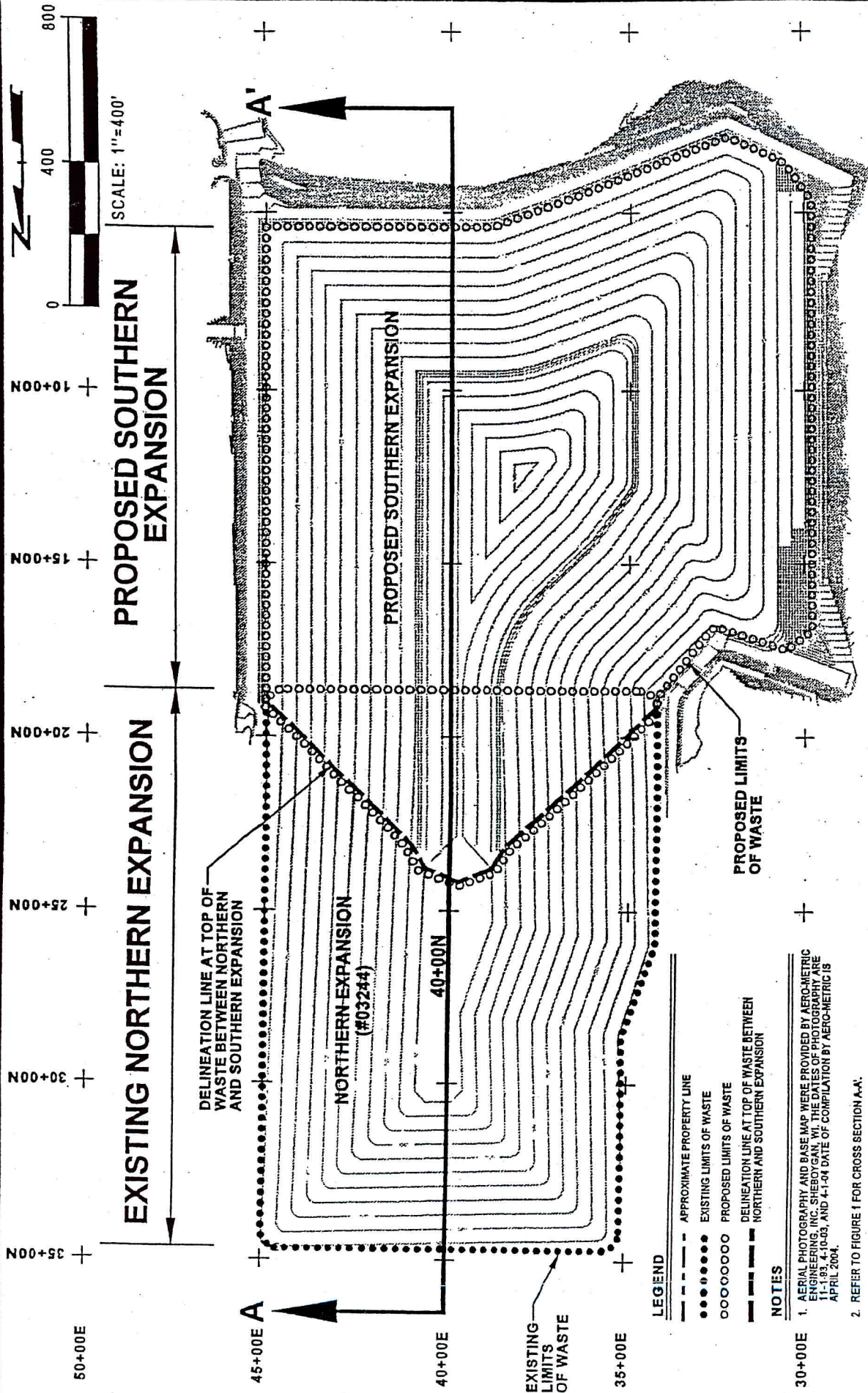


MALLARD RIDGE SOUTHERN EXPANSION

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W, RW, U
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 (3) bmr
 (4) bmr100



DRAWN BY:	reyzekd
APPROVED BY:	JCO
PROJECT NO.	4884.28/POO
FILE NO.	xslocator.plt
DATE:	NO ER 2004

MALLARD RIDGE RDF
PLAN OF OPERATION REPORT-SOUTHERN EXPANSION
WALWORTH COUNTY, WISCONSIN

PLAN VIEW MAP

MALLARD RIDGE SOUTHERN EXPANSION EXHIBIT A - 3

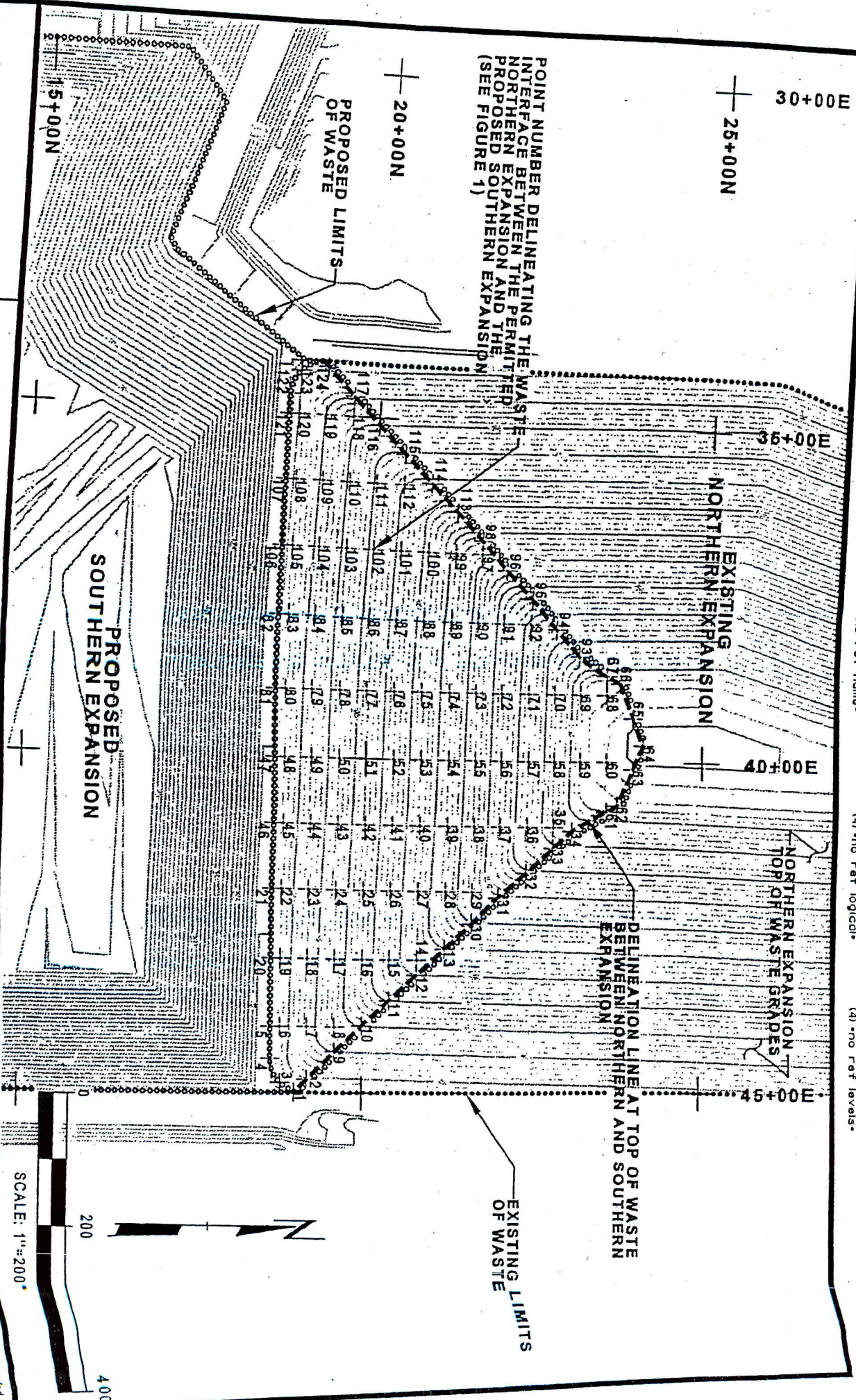


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(1)
 (2)
 (3)
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POINT NUMBER DELINEATING THE WASTE
 INTERFACE BETWEEN THE PERMITTED
 NORTHERN EXPANSION AND THE
 PROPOSED SOUTHERN EXPANSION
 (SEE FIGURE 1)

30+00E
 25+00N
 20+00N
 15+00N

35+00E

EXISTING NORTHERN EXPANSION

40+00E

NORTHERN EXPANSION TOP OF WASTE GRADES

45+00E

DELINEATION LINE AT TOP OF WASTE BETWEEN NORTHERN AND SOUTHERN EXPANSION

EXISTING LIMITS OF WASTE

SCALE: 1"=200'

200

400



MALLARD RIDGE RD
 WALWORTH COUNTY, WISCONSIN

COORDINATE POINTS
 Mallard Ridge Northern Expansion Exhibit A-4

DRAWN BY: JCO
 APPROVED BY: JCO
 PROJECT NO. 4884.28
 FILE NO. 118-11
 DATE:

MALLARD RIDGE SOUTHERN EXPANSION

EXHIBIT A - 5

Table 1
Delineation Between Northern and Southern Expansion
Mallard Ridge RDF
Walworth County, Wisconsin

POINT	COORDINATES		NORTHERN EXPANSION TOP OF WASTE ELEVATIONS ¹ (ft M.S.L.)	DESCRIPTION
	NORTHING	EASTING		
1	1901.41	4499.55	974.15	Delineation line at top of waste between Northern and Southern Expansion
2	1920.00	4480.05	979.16	Delineation line at top of waste between Northern and Southern Expansion
3	1880.00	4484.97	975.35	Southern toe of limits of waste Northern Expansion
4	1865.23	4449.49	973.51	Southern toe of limits of waste Northern Expansion
5	1865.23	4400.00	973.16	Southern toe of limits of waste Northern Expansion
6	1880.00	4400.00	976.85	4:1 Slope
7	1920.00	4400.00	986.84	4:1 Slope
8	1960.00	4400.00	995.77	4:1 Slope
9	1960.00	4438.07	989.92	Delineation line at top of waste between Northern and Southern Expansion
10	2000.00	4398.13	1000.13	Delineation line at top of waste between Northern and Southern Expansion
11	2040.00	4360.05	1009.92	Delineation line at top of waste between Northern and Southern Expansion
12	2080.00	4321.97	1019.71	Delineation line at top of waste between Northern and Southern Expansion
13	2120.00	4283.90	1029.50	Delineation line at top of waste between Northern and Southern Expansion
14	2080.00	4300.00	1023.49	4:1 Slope
15	2040.00	4300.00	1016.12	4:1 Slope
16	2000.00	4300.00	1006.12	4:1 Slope
17	1960.00	4300.00	996.12	4:1 Slope
18	1920.00	4300.00	986.13	4:1 Slope
19	1880.00	4300.00	976.13	4:1 Slope
20	1865.23	4300.00	972.44	Southern toe of limits of waste Northern Expansion
21	1865.23	4200.00	971.73	Southern toe of limits of waste Northern Expansion
22	1880.00	4200.00	975.42	4:1 Slope
23	1920.00	4200.00	985.41	4:1 Slope
24	1960.00	4200.00	995.41	4:1 Slope
25	2000.00	4200.00	1005.41	4:1 Slope
26	2040.00	4200.00	1015.40	4:1 Slope
27	2080.00	4200.00	1025.40	4:1 Slope
28	2120.00	4200.00	1035.39	4:1 Slope
29	2160.00	4200.00	1045.13	4:1 Slope
30	2160.00	4246.02	1039.24	Delineation line at top of waste between Northern and Southern Expansion
31	2200.00	4208.01	1049.02	Delineation line at top of waste between Northern and Southern Expansion
32	2240.00	4170.00	1058.79	Delineation line at top of waste between Northern and Southern Expansion
33	2280.00	4131.99	1068.56	Delineation line at top of waste between Northern and Southern Expansion
34	2307.95	4105.43	1075.39	Delineation line at top of waste between Northern and Southern Expansion
35	2280.00	4100.00	1073.35	4:1 Slope
36	2240.00	4100.00	1064.67	4:1 Slope
37	2200.00	4100.00	1054.67	4:1 Slope
38	2160.00	4100.00	1044.67	4:1 Slope
39	2120.00	4100.00	1034.68	4:1 Slope
40	2080.00	4100.00	1024.68	4:1 Slope
41	2040.00	4100.00	1014.69	4:1 Slope
42	2000.00	4100.00	1004.69	4:1 Slope
43	1960.00	4100.00	994.69	4:1 Slope
44	1920.00	4100.00	984.70	4:1 Slope

Table 1 (continued)
Delineation Between Northern and Southern Expansion
Mallard Ridge RDF
Walworth County, Wisconsin

POINT	COORDINATES		NORTHERN EXPANSION TOP OF WASTE ELEVATIONS ¹ (ft M.S.L.)	DESCRIPTION
	NORTHING	EASTING		
45	1880.00	4100.00	974.70	4:1 Slope
46	1865.23	4100.00	971.01	Southern toe of limits of waste Northern Expansion
47	1865.23	4000.00	970.30	Southern toe of limits of waste Northern Expansion
48	1880.00	4000.00	973.99	4:1 Slope
49	1920.00	4000.00	983.98	4:1 Slope
50	1960.00	4000.00	993.98	4:1 Slope
51	2000.00	4000.00	1003.98	4:1 Slope
52	2040.00	4000.00	1013.97	4:1 Slope
53	2080.00	4000.00	1023.97	4:1 Slope
54	2120.00	4000.00	1033.96	4:1 Slope
55	2160.00	4000.00	1043.96	4:1 Slope
56	2200.00	4000.00	1053.95	4:1 Slope
57	2240.00	4000.00	1063.95	4:1 Slope
58	2280.00	4000.00	1073.95	4:1 Slope
59	2320.00	4000.00	1083.94	4:1 Slope
60	2360.00	4000.00	1087.86	4:1 Slope
61	2360.00	4075.93	1083.24	Delineation line at top of waste between Northern and Southern Expansion
62	2375.45	4066.77	1085.54	Delineation line at top of waste between Northern and Southern Expansion
63	2400.00	4010.98	1089.49	Delineation line at top of waste between Northern and Southern Expansion
64	2415.85	3974.95	1091.50	Delineation line at top of waste between Northern and Southern Expansion
65	2400.00	3934.66	1089.18	Delineation line at top of waste between Northern and Southern Expansion
66	2379.56	3882.71	1085.50	Delineation line at top of waste between Northern and Southern Expansion
67	2360.00	3870.96	1082.42	Delineation line at top of waste between Northern and Southern Expansion
68	2360.00	3900.00	1085.50	4:1 Slope
69	2320.00	3900.00	1083.16	4:1 Slope
70	2280.00	3900.00	1073.23	4:1 Slope
71	2240.00	3900.00	1063.24	4:1 Slope
72	2200.00	3900.00	1053.24	4:1 Slope
73	2160.00	3900.00	1043.24	4:1 Slope
74	2120.00	3900.00	1033.25	4:1 Slope
75	2080.00	3900.00	1023.25	4:1 Slope
76	2040.00	3900.00	1013.26	4:1 Slope
77	2000.00	3900.00	1003.26	4:1 Slope
78	1960.00	3900.00	993.26	4:1 Slope
79	1920.00	3900.00	983.27	4:1 Slope
80	1880.00	3900.00	973.27	4:1 Slope
81	1865.23	3900.00	969.58	Southern toe of limits of waste Northern Expansion
82	1865.23	3800.00	968.87	Southern toe of limits of waste Northern Expansion
83	1880.00	3800.00	972.56	4:1 Slope
84	1920.00	3800.00	982.55	4:1 Slope
85	1960.00	3800.00	992.55	4:1 Slope
86	2000.00	3800.00	1002.55	4:1 Slope
87	2040.00	3800.00	1012.54	4:1 Slope
88	2080.00	3800.00	1022.54	4:1 Slope

Table 1 (continued)

Notes:

- Footnotes:

Prepared by: DR

Page 3 of 3

EXHIBIT B

Mallard Ridge Facility Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ AND IN THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN. BEGINNING AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 3, TOWN 2 NORTH, RANGE 15 EAST; THENCE NORTH $87^{\circ}42'13''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3, 1319.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, AS FENCED; THENCE NORTH $00^{\circ}30'00''$ EAST ALONG THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ 1318.98 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE NORTH $87^{\circ}18'07''$ EAST ALONG THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ 438.70 FEET TO THE CENTERLINE OF COUNTY TRUNK HIGHWAY "M"; THENCE SOUTH $43^{\circ}25'53''$ EAST ALONG SAID CENTERLINE 656.14 FEET; THENCE SOUTH 2144.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE SOUTH $87^{\circ}34'30''$ WEST ALONG SAID SOUTH LINE 2230.87 FEET TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH $00^{\circ}24'16''$ EAST ALONG SAID WEST LINE 1322.92 FEET TO THE PLACE OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 4; THENCE NORTH $87^{\circ}32'00''$ EAST ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4, 1899.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH $0^{\circ}12'00''$ EAST 498.37 FEET; THENCE NORTH $0^{\circ}30'54''$ EAST 207.28 FEET; THENCE NORTH $3^{\circ}37'54''$ EAST 181.52 FEET; THENCE NORTH $5^{\circ}48'00''$ EAST 241.06 FEET; THENCE EASTERLY 710.54 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4 1126.62 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4; THENCE SOUTH $87^{\circ}32'00''$ WEST, ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4, 750.00 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

As further described:

LAND LOCATED IN THE EAST $\frac{1}{2}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 4, EXCEPTING THEREFROM 32.74 ACRES OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE LOCATED AT THE NORTHWEST CORNER OF SAID WEST $\frac{1}{2}$ AS SHOWN BY THE EAST-WEST $\frac{1}{4}$ LINE OF SAID SECTION

ACCORDING TO THE EXISTING FENCE LINES AT THE EAST AND WEST $\frac{1}{4}$ CORNERS OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID WEST $\frac{1}{2}$, 1074.11 FEET TO AN IRON PIPE; THENCE SOUTH $30^{\circ}04'48''$ EAST, 323.32 FEET TO AN IRON PIPE; THENCE SOUTH $0^{\circ}32'06''$ WEST 280.72 FEET TO AN IRON PIPE; THENCE SOUTH $2^{\circ}47'34''$ WEST 211.64 FEET TO AN IRON PIPE; THENCE SOUTH $56^{\circ}21'18''$ WEST 127.41 FEET TO AN IRON PIPE; THENCE NORTH $87^{\circ}05'18''$ WEST 266.52 FEET TO AN IRON PIPE; THENCE SOUTH $2^{\circ}54'42''$ WEST 271.95 FEET TO AN IRON PIPE; THENCE SOUTH $31^{\circ}55'30''$ WEST 238.46 FEET TO AN IRON PIPE; THENCE NORTH $89^{\circ}51'18''$ WEST 771.54 FEET TO AN IRON PIPE LOCATED ON THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTH $2^{\circ}39'24''$ EAST 1302.20 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING.

As further described:

LAND LOCATED IN THE SOUTH $\frac{1}{2}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 4 AS SHOWN BY THE EAST-WEST $\frac{1}{4}$ LINE OF SAID SECTION ACCORDING TO THE EXISTING FENCE LINES AT THE EAST AND WEST $\frac{1}{4}$ CORNERS OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINES, 1073.77 FEET TO AN IRON PIPE; THENCE SOUTH $30^{\circ}4'54''$ EAST 323.20 FEET TO AN IRON PIPE; THENCE SOUTH $0^{\circ}32'58''$ WEST 280.58 FEET TO AN IRON PIPE; THENCE SOUTH $2^{\circ}40'20''$ WEST 211.48 FEET TO AN IRON PIPE; THENCE SOUTH $56^{\circ}21'18''$ WEST 127.41 FEET TO AN IRON PIPE; THENCE NORTH $87^{\circ}05'18''$ WEST 266.52 FEET TO AN IRON PIPE; THENCE SOUTH $2^{\circ}54'42''$ WEST 271.95 FEET TO AN IRON PIPE; THENCE SOUTH $31^{\circ}55'30''$ WEST 238.46 FEET TO AN IRON PIPE; THENCE NORTH $89^{\circ}51'18''$ WEST 771.54 FEET TO AN IRON PIPE LOCATED ON THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ AS FENCED; THENCE SOUTH $2^{\circ}39'33''$ WEST 691.93 FEET ALONG THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ AS FENCED TO AN IRON PIPE LOCATED AT THE NORTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 4 ACCORDING TO EXISTING FENCE LINES; THENCE NORTH $89^{\circ}51'07''$ WEST 441.37 FEET ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 4 AS FENCED TO AN IRON PIPE; THENCE NORTH $2^{\circ}39'34''$ EAST 1992.77 FEET TO THE NORTH LINE OF EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINE; THENCE EAST 441.48 FEET ALONG THE NORTH LINE OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 4 AS SHOWN BY EXISTING FENCE LINES TO THE POINT OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND IN THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH $\frac{1}{4}$ SECTION CORNER OF SAID SECTION 9; THENCE NORTH $89^{\circ}16'03''$ EAST 2.50 FEET; THENCE SOUTH 8.68 FEET TO AN IRON PIPE AT THE INTERSECTION OF OLD FENCE LINES AND THE PLACE OF BEGINNING; THENCE NORTH $89^{\circ}13'43''$ EAST ALONG AN OLD FENCE LINES, 698.20 FEET TO AN IRON PIPE; THENCE SOUTH 2987.54 FEET TO THE

CENTERLINE OF STATE TRUNK HIGHWAY NO.11; THENCE NORTH 63°45' WEST ALONG SAID CENTERLINE 587.86 FEET TO THE MOST SOUTHERLY CORNER OF CERTIFIED SURVEY MAP NO. 1653; THENCE NORTH 26°08'42" EAST 219.54 FEET; THENCE NORTH 7°33'48" EAST 172.21 FEET; THENCE NORTH 16°51'54" EAST 467.22 FEET; THENCE NORTH 6°29' EAST 52.45 FEET; THENCE NORTH 7°48' WEST 254.33 FEET; THENCE NORTH 13°25' WEST 181.25 FEET; THENCE NORTH 15°43' EAST 409.77 FEET; THENCE NORTH 4°49' WEST 111.04 FEET; THENCE NORTH 31°31' WEST 125.18 FEET; THENCE SOUTH 78°50' WEST 399.19 FEET; THENCE NORTH 887.87 FEET TO THE PLACE OF BEGINNING.

As further described:

PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ SECTION; THENCE NORTH 89°15'52" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ SECTION 1324.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°35'33" EAST 1318.76 FEET; THENCE SOUTH 89°15'52" EAST 662.12 FEET; THENCE SOUTH 04°35'33" WEST 1318.76 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ SECTION; THENCE NORTH 89°15'52" WEST ALONG SAID SOUTH LINE 662.12 FEET TO THE POINT OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST $\frac{1}{4}$; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 698.2 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$, 2093.74 FEET; THENCE EAST AT RIGHT ANGLES WITH THE LAST MENTIONED LINE, 622.07 FEET TO THE EAST LINE OF SAID WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AS FENCED; THENCE NORTH ALONG SAID EAST LINE 2106.85 FEET TO THE NORTHEAST CORNER OF SAID WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AS FENCED; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 622.2 FEET TO THE PLACE OF BEGINNING. CONTAINING 30 ACRES OF LAND MORE OR LESS.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, IN THE TOWN OF DARIEN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH ALONG THE WEST LINE OF SAID WEST $\frac{1}{2}$ AS FENCED 887.87 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 465.73 FEET; THENCE EAST 374.78 FEET; THENCE NORTH 15°43' EAST 338.32 FEET; THENCE NORTH 4°49' WEST 111.04 FEET; THENCE NORTH 31°31' WEST 125.18 FEET; THENCE SOUTH 78°50' WEST 399.19 FEET TO THE PLACE OF BEGINNING.

As further described:

A PARCEL OF LAND LOCATED IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 15 EAST, TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE SOUTH ALONG THE WEST LINE OF SAID WEST ½ AS FENCED 1353.60 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 549.31 FEET; THENCE EAST 425.93 FEET; THENCE NORTH 6°29' EAST 52.45 FEET; THENCE NORTH 7°48' WEST 254.33 FEET; THENCE NORTH 13°25' WEST 181.33 FEET; THENCE NORTH 15°43' EAST 71.45 FEET; THENCE WEST 374.78 FEET TO THE PLACE OF BEGINNING.

As further described:

THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 4, IN TOWNSHIP 2 NORTH, RANGE 15 EAST, EXCEPTING THEREFROM THE WEST SIX HUNDRED SIXTY-TWO AND TWELVE HUNDREDTHS (662.12) FEET OF THE SOUTH ONE THOUSAND THREE HUNDRED EIGHTEEN AND SEVENTY-SIX HUNDREDTHS (1,318.76) IN THE TOWN OF DARIEN.

As further described:

LOT 1 OF CERTIFIED SURVEY MAP NO. 1653 ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN VOL. 3 OF CERTIFIED SURVEYS ON PAGE 3 AS DOCUMENT NO. 156598, LOCATED IN THE EAST ½ OF SECTION 9, TOWNSHIP 2 NORTH, WALWORTH COUNTY, WISCONSIN.

As further described:

THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ LYING NORTH OF S.T.H. "11" ALL IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 15 EAST, EXCEPTING THEREFROM LANDS DESCRIBED IN DEED RECORDED IN VOLUME 276 OF RECORDS ON PAGE 998 AS DOCUMENT NO. 73792.

As further described:

THAT PART OF THE SOUTH ½ OF THE NORTHWEST ¼ LYING WEST OF THE CREEK AND THAT PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ LYING NORTH OF S.T.H. "11", ALL IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 15 EAST.

As further described:

LOTS 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 AND 21, OF SPRINGWOOD FARMS SUBDIVISION (UNRECORDED), AS DESCRIBED IN VOLUME 244 OF RECORDS AT PAGE 49, AS DOCUMENT NO. 53603. SAID LAND BEING LOCATED IN THE SOUTHEAST ¼ AND THE SOUTHWEST ¼ OF

SECTION 3 AND THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 15 EAST,
IN THE TOWN OF DARIEN, WALWORTH COUNTY, WISCONSIN.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said Section 9, 300.00 feet to the place of beginning; thence South, parallel with the east line of said NW ¼, 2481.91 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along said center line, 334.68 feet; thence North 429.59 feet; thence N 24°10'12" E, 188.49 feet; thence N 04°42'24" E, 149.93 feet; thence N 30°00'30" W, 178.50 feet; thence North 1424.83 feet to the North line of said Section 9; thence N 89°27'20" E, along said north line 300.00 feet to the place of beginning. ALSO the center 1/3 of the South ½ of the SE ¼ of the SW ¼ of Section 4, T. 2. N., R. 15 E., Walworth County, Wisconsin.

ALSO a parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said section 1325.70 feet to the northwest corner of said East ½; thence S 00°00'30" E, along the west line of said East ½, 1343.97 feet to the place of beginning; thence S 89°06'48" E, 409.33 feet; thence S 05°22'48" W, 219.00 feet; thence N 84°45'42" E, 126.73 feet; thence S 04°15'42" W, 164.90 feet; thence West, 16.16 feet; thence S 37°49'48" W, 99.51 feet; thence South 375.47 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along said center line, 306.62 feet; thence N 00°00'30" W, 601.64 feet; thence N 89°06'48" W, 150.02 feet; thence N 00°00'30" W, 91.50 feet to the place of beginning, containing in all 28.05 acres of land.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Beginning at the northeast corner of said NW ¼; thence South along the east line of said NW ¼, 2633.15 feet to the center line of State Trunk Highway No. 11; thence N 63°40'54" W, along the center line of said highway, 334.68 feet; thence North, 2481.91 feet to the north line of said Section; thence N 89°27'20" E, along said north line, 300.00 feet to the place of beginning. ALSO the East 1/3 of the South ½ of the SE ¼ of the SW ¼ of Section 4, T. 2 N., R. 15 E., Walworth County, Wisconsin, containing in all 24.35 acres of land.

As further described:

A parcel of land located in the East ½ of the NW ¼ of Section 9, T. 2 N., R. 15 E., Walworth County, Wisconsin, described as follows: Commencing at the northeast corner of said NW ¼; thence S 89°27'20" W, along the north line of said section 600.00 feet to the place of beginning; thence continue S 89°27'20" W, along said north line 725.70 feet to the northwest corner of said East ½; thence S 00°00'30" E, along the west line of said East 1/2, 1343.97 feet; thence S 89°06'48" E, 409.33 feet; thence S 05°22'48" W, 219.00 feet; thence N 84°45'42" E,

126.73 feet; thence S 04°15'42" W, 164.90 feet; thence West 16.16 feet; thence S 37°49'48" W, 99.51 feet; thence South 375.47 feet to the centerline of State Trunk Highway No. 11; thence S 63°40'54" E, along said center line 334.68 feet; thence North parallel with and 600.00 feet West of the east line of said NW ¼, 429.59 feet; thence N 24°10'12" E, 188.49 feet; thence N 04°42'24" E, 149.93 feet; thence N 30°00'30" W, 178.50 feet to a point located 600.00 feet West of the East line of said NW ¼; thence North, 1424.83 feet to the place of beginning. ALSO the west 1/3 of the South ½ of the SE ¼ of the SW 1/4 of Section 4, T. 2 N., R. 15 E., Walworth County, Wisconsin.

As further described:

A parcel of land located in the East ½ of the Northwest ¼ of Section 9, T2N, R15E, Town of Darien, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of said Northwest ¼; thence South 89° 27' 20" West along the north line of said section 1325.70 feet to the Northwest corner of said East ½; thence South 0° 00' 30" East along the west line of said East ½, 1435.47 feet to the place of beginning; thence South 89° 06' 48" East 150.02 feet; thence South 0° 00' 30" East 601.64 feet to the centerline of State Trunk Highway No. 11 thence North 63° 40' 54" West along said centerline 167.36 feet; thence North 0° 00' 30" West along the West line of said East ½, 529.50 feet to the place of beginning.

Excepting the following parcels of land as described:

(Former Pounder 35 Acre Cropland)

A parcel of land located in the North ½ of the Southwest ¼ and in the Southeast ¼ of the Northwest ¼ of Section 3, T 2 N, R 15 E, Walworth County, Wisconsin. Beginning at the West ¼ corner of Section 3, T 2 N, R 15 E; thence N 87° 42' 13" E along the North line of the Northwest ¼ of the Southwest ¼ of said Section 3, 1319.78 feet to the Southwest corner of the Southeast ¼ of the Northwest ¼ of said Section 3, and the point of beginning: thence N 00° 30' 00" E along the west line of said Southeast ¼ of the Northwest ¼, 1318.98 feet to the Northwest corner of said Southeast ¼ of the Northwest ¼: thence N 87° 18' 07" E along the north line of said Southeast ¼ of the Northwest ¼, 438.70 feet to the centerline of County Trunk Highway "M"; thence S 43° 25' 53" E along said centerline 656.14 feet; thence south, 1330.44 feet to a point; thence S 87° 42' 58" W, 905.92 feet to a point; thence N 00° 30' 00" E along the west line of said Southeast ¼ of the Northwest ¼, 503.47 feet to the point of beginning containing 35.01 acres of land.

(Former Republic Parcel East of Turtle Creek)

A parcel of land located in the Northwest ¼ of the Southwest ¼ of Section 10, T 2 N, R 15 E, Town of Darien, Walworth County, Wisconsin described as follows: That part of the Northwest ¼ of the Southwest ¼ of Section 10, T 2 N, R 15 E, lying North of State Trunk Highway "11" and East of the creek.

EXHIBIT C

STANDING COMMITTEE

1. **Purpose.** The Town of Darien, a Wisconsin municipal corporation ("Town"), and Republic Services of Wisconsin, Limited Partnership ("Operator"), agree to establish and participate in a committee ("Standing Committee") to monitor the construction and operation of the Solid Waste Facility.
2. **Membership.** Membership on the Standing Committee shall consist of three Town residents, appointed by the Town Board and one representative appointed by the Operator. The Standing Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Standing Committee, unless otherwise expressly provided, a majority vote of the Standing Committee is required.
3. **Term.** All Standing Committee members appointed by the Town Board shall serve for staggered three year terms. The initial terms of the three representatives shall be one, two, and three years, respectively, so that thereafter such terms are staggered.
4. **Replacement and Removal.** A Standing Committee member appointed by the Town Board may voluntarily resign at any time, and any Standing Committee member appointed by the Town Board shall automatically be removed from the Standing Committee effective from the date that member no longer resides in the Town. Upon the occurrence of either, the Town Board shall promptly appoint a replacement. Any Standing Committee member may be removed by the Standing Committee for good cause and upon a 3/4th's vote of the Standing Committee.
5. **Quorum.** Three members shall constitute a quorum, provided that voting shall be governed by the following rules:
 - On all votes, the Operator shall have one vote and the Town shall have three votes, regardless of the number of members attending any meeting. The three votes of the Town shall be apportioned between the Town's membership present at any meeting.
6. **Documents.** The Operator shall provide a copy of all technical reports and monitoring data supplied to the State of Wisconsin Department of Natural Resources ("DNR") 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 DNR to the Standing Committee free of charge.
7. **Meetings.** The Standing 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 Standing Committee

may be called by any member of the Standing Committee upon five days' written notice 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 Standing Committee member to constitute an Emergency condition, a special meeting may be called with less than five days' notice, provided each Standing Committee Member is personally notified. The public may attend any Standing Committee meeting. Any written notice called for in this Agreement shall be deemed effectively provided when either personally delivered or sent by mail to all members at the addresses listed by them with the Standing Committee.

8. **Standing Committee Responsibility.** Individual Standing Committee members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility. Said inspections shall be conducted during operating hours, but only after giving notice to the Operator's employee in charge at the Solid Waste Facility, if immediately available. If such individual is not immediately available, then notice to any of the Operator's employees on the site shall constitute notice under this provision.

9. **Violations.** If, in the judgment of the majority of the Standing 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 Standing 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 Standing Committee, a problem due to noise, dust, debris, odor, maintenance of access road, litter, traffic flow, traffic patterns, inadequate screening or fencing, or any other problem, the Standing Committee may serve upon the Operator written notice of the Standing Committee's concern, and make recommendations to remedy or address such concern.

Nothing herein shall be construed to limit the right or duty of Town 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 Town, or local property owners' public duties, rights, or privileges pursuant to law.

10. **Enforcement.** The Town and the Operator hereby stipulate that the Standing Committee shall have legal standing in its own name to enforce any provision of law or any provision of the negotiated settlement if the Operator fails to remedy the concern of the Standing Committee as hereinbefore stated. Upon receipt of any notice of noncompliance or notice of an issue of concern to the Standing Committee, the Operator shall immediately investigate any allegation of noncompliance or issue of concern made by the Standing Committee, and shall, if possible, take action as is necessary to alleviate and/or correct the situation within 24 hours. The Operator shall deliver a written report concerning the investigation and any resulting Remedial Action to the Standing Committee within 72 hours of receipt of the original notice. The Operator may petition the Standing Committee for an extension of the above time limits and, upon showing

sufficient cause, the Standing Committee shall so extend the limits. In the event the Operator does not correct the condition to the satisfaction of a majority of the Standing Committee within the time frames hereinbefore stated, the Standing Committee may pursue such remedies as are available at law or in equity as if it had full standing at law to bring such action.

EXHIBIT D

MALLARD RIDGE LANDFILL RESERVE FUND II

WHEREAS, the Town desires to place 25% of the direct payments and any other payments, other than the \$250,000.00 annual minimum payment, received from the Operator ("direct payments") into a Landfill Reserve Fund (hereinafter "Landfill Reserve Fund II") to ensure that monies are available for protection of the Town from environmental claims or related liabilities associated with the Mallard Ridge Landfill Southern Expansion as identified in the Mallard Ridge Landfill Southern Expansion Negotiated Agreement, dated March 2nd, 2005 by and between the Town of Darien, a Wisconsin municipal corporation, Republic Services of Wisconsin, Limited Partnership and the Mallard Ridge Landfill Southern Expansion Local Committee.

WHEREAS, the Landfill Reserve Fund II shall be controlled, and administered by the Town for the benefit of the Town, the Operator expressly taking no position in the specific use of such funds, and desiring no involvement in the Landfill Reserve Fund II; and

WHEREAS, the Town desires to bind all of its successors and assigns in order to continue the fund for the protection of the Town from environmental claims or related liabilities associated with the Mallard Ridge Landfill Southern Expansion and such other purposes the Town deems appropriate.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The Town shall place 25% of the direct payments, other than the \$250,000.00 annual minimum payment, into the Landfill Reserve Fund II; and
2. The Town Board shall, in its sole discretion, administer, authorize disbursements and determine the duration of the Landfill Reserve Fund II, but the funds shall not be released for purposes other than environmental claims or related liabilities associated with the landfill site for which the Town would be involved, for a period of not less than 20 years after the Department of Natural Resources approves Final Closure of the Mallard Ridge Landfill Southern Expansion. Upon release by the Town Board by resolution or ordinance, any sums remaining in the Landfill Reserve Fund II may be released to the Town, reinvested, or used for any purpose allowed by law.
3. Subject to the foregoing, the Operator shall take no position and shall have no involvement with the Town's use of the Landfill Reserve Fund II, expressly waiving any standing to contest the same.
4. In the event of any payment made from the Landfill Reserve Fund II, the Town shall be subrogated to all of the payee's rights of recovery, if such payee is a person or corporate entity suffering loss due to landfill-related causes, to the extent of the payment so made. Such subrogation rights shall allow the Town to replenish the Landfill Reserve Fund II for any sums so expended. All recipients of any payments from the Landfill Reserve Fund II shall be notified of this section and may be required to sign a written acknowledgment of the same prior to receiving such benefits.

5. In addition to the use of funds provided under Sections 1 and 2, above, the Town Board shall have authority to use interest earned from the Landfill Reserve Fund II for any purpose allowed by law.

EXHIBIT E

POLLUTION LEGAL LIABILITY INSURANCE POLICY

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

175 Water Street, Twelfth Floor
New York, New York 10038

POLLUTION LEGAL LIABILITY SELECT[®] POLICY

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

DECLARATIONS

POLICY NUMBER: PLS 1959186

Item 1. NAMED INSURED: REPUBLIC SERVICES, INC.

ADDRESS: 110 SE 6TH STREET
FORT LAUDERDALE, FL 33301

Item 2. POLICY PERIOD: FROM June 30, 2004 TO June 30, 2005
12:01 AM Standard Time at the Address of the Named Insured shown above

Item 3. COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES:

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$1,000,000	\$75,000,000	\$75,000,000
B	\$1,000,000	\$75,000,000	\$75,000,000
C	\$1,000,000	\$75,000,000	\$75,000,000
D	\$1,000,000	\$75,000,000	\$75,000,000
E	\$1,000,000	\$75,000,000	\$75,000,000
F	\$1,000,000	\$75,000,000	\$75,000,000
G	\$1,000,000	\$35,000,000	\$35,000,000
H	\$1,000,000	\$35,000,000	\$35,000,000
I	\$1,000,000	\$75,000,000	\$75,000,000

Coverage	Business Interruption (Days) Limit	Business Interruption (\$) Limit
J	365	\$10,000,000

Item 4. POLICY AGGREGATE LIMIT: \$75,000,000

Item 5. INSURED PROPERTY(S): See Schedule of
Insured Properties

Item 6. POLICY PREMIUM: \$1,075,959.00

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:
Not Applicable, Coverage Rejected By Insured

Item 7. RETROACTIVE DATE: Under Coverages C, F, I, the Pollution Conditions must commence on or after the
date shown below.

Retroactive Date: None
(Enter date or "none" if no Retroactive Date Applies.)

Item 8. CONTINUITY DATE: June 30, 2003

BROKER: WILLIS CORROON CORPORATION
PO BOX 2007
GREENVILLE, SC 29602-4217

By _____
AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

**AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
POLLUTION LEGAL LIABILITY SELECT® POLICY
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AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

POLLUTION LEGAL LIABILITY SELECT ®POLICY

MANY OF THE COVERAGES CONTAIN CLAIMS-MADE-AND-REPORTED REQUIREMENTS. PLEASE READ CAREFULLY. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS, OTHER THAN HEADINGS, APPEAR IN BOLD FACE TYPE.

NOTICE: THE DESCRIPTIONS IN ANY HEADINGS OR SUB-HEADINGS OF THIS POLICY ARE INSERTED SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE ANY PART OF THE TERMS OR CONDITIONS HEREOF.

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

I. INSURING AGREEMENTS

1. COVERAGES:

THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF SCHEDULED IN THE DECLARATIONS.

COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

1. To pay on behalf of the Insured, **Clean-Up Costs** resulting from **Pollution Conditions** on or under the **Insured Property** that commenced prior to the **Continuity Date**, if such **Pollution Conditions** are discovered by the Insured during the **Policy Period**, provided:

- (a) The discovery of such **Pollution Conditions** is reported to the Company in writing as soon as possible after discovery by the Insured and in any event during the **Policy Period** in accordance with Section III. of the Policy.

Discovery of **Pollution Conditions** happens when a **Responsible Insured** becomes aware of **Pollution Conditions**.

- (b) Where required, such **Pollution Conditions** have been reported to the appropriate governmental agency in substantial compliance with applicable **Environmental Laws** in effect as of the date of discovery.

2. To pay on behalf of the Insured, **Loss** that the Insured is legally obligated to pay as a result of **Claims** for **Clean-Up Costs** resulting from **Pollution Conditions** on or under the **Insured Property** that commenced prior to the **Continuity Date**, provided such **Claims** are first made against the Insured and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS

1. To pay on behalf of the Insured, **Clean-Up Costs** resulting from **Pollution Conditions** on or under the **Insured Property** that commenced on or after the **Continuity Date**, if such **Pollution Conditions** are discovered by the Insured during the **Policy Period**, provided:

- (a) The discovery of such **Pollution Conditions** is reported to the Company in writing as soon as possible after discovery by the Insured and in any event during the **Policy Period** in accordance with Section III. of the Policy.

Discovery of **Pollution Conditions** happens when a **Responsible Insured** becomes aware of **Pollution Conditions**.

- (b) Where required, such **Pollution Conditions** have been reported to the appropriate governmental agency in substantial compliance with applicable **Environmental Laws** in effect as of the date of discovery.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

2. To pay on behalf of the Insured, Loss that the Insured is legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions on or under the Insured Property that commenced on or after the Continuity Date, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE C - THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions on or under the Insured Property, if such Bodily Injury or Property Damage takes place while the person injured or property damaged is on the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE D - THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced prior to the Continuity Date, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE E - THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced on or after the Continuity Date, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE F - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE G - THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage of parties other than the owners, operators or contractors of the Non-Owned Location, or their employees, or Clean-Up Costs resulting from Pollution Conditions on or under the Non-Owned Location, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE H - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Non-Owned Location, that migrated from the Non-Owned Location, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE I - POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Clean-Up Costs resulting from Pollution Conditions caused by Transported Cargo, provided such Claims are first made against the Insured and reported to the Company in

1
writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. This coverage shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

COVERAGE J - BUSINESS INTERRUPTION COVERAGE - ACTUAL LOSS OR RENTAL VALUE (ONLY AVAILABLE IF COVERAGE A, COVERAGE B OR BOTH COVERAGES A AND B ARE PURCHASED)

To pay the **Insured's Actual Loss** or loss of **Rental Value**, and **Extra Expense** to the extent it reduces **Actual Loss** or loss of **Rental Value** otherwise payable under this coverage section, resulting from an **Interruption** caused directly by **Pollution Conditions** on or under the **Insured Property**. If the **Interruption** is caused by such **Pollution Conditions** and any other cause, the Company shall pay only for that portion of **Actual Loss** or loss of **Rental Value**, and **Extra Expense** resulting from an **Interruption** caused solely and directly by such **Pollution Conditions**.

1. Such **Pollution Conditions** must:

- (a) (i) commence prior to the **Continuity Date**, if the **Named Insured** has purchased Coverage A, under this Policy; or
 - (ii) commence on or after the **Continuity Date**, if the **Named Insured** has purchased Coverage B, under this Policy; and
 - (b) be first discovered by the **Insured** during the **Policy Period**. Discovery of **Pollution Conditions** happens when a **Responsible Insured** becomes aware of **Pollution Conditions**.
2. An **Interruption** must be reported to the Company, no later than thirty (30) days after its commencement. The **Insured** shall, as soon as practicable, resume normal operation of the business and disperse with **Extra Expense**.
3. In determining **Actual Loss** or loss of **Rental Value**, the Report/Worksheet annexed to this Policy and made a part of it shall be utilized. If the **Insured** could reduce the **Actual Loss** or loss of **Rental Value**, or **Extra Expense** resulting from an **Interruption**:
- (a) by complete or partial resumption of operations; or
 - (b) by making use of other property at the **Insured Property**, or elsewhere,

such reductions shall be taken into account in arriving at **Actual Loss** or loss of **Rental Value** or **Extra Expense**.

2. **LEGAL EXPENSE AND DEFENSE**

The Company shall have the right and the duty to defend any **Claims** covered under Coverages A through I provided the **Named Insured** has purchased such Coverage. The Company's duty to defend or continue defending any such **Claim**, and to pay any **Loss**, shall cease once the applicable limit of liability, as described in Section V. **LIMITS OF COVERAGE; DEDUCTIBLE** has been exhausted. Defense costs, charges and expenses are included in **Loss** and reduce the applicable limit of liability, as described in Section V., and are included within the **Deductible** amount for the Coverage Section that applies and is shown in Item 3 of the Declarations.

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy 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.

3. **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 would actually pay to counsel that the Company retains in the

ordinary course of business in the defense of similar **Claims** 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** 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**. The **Insured** may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

II. EXCLUSIONS

1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES

This Policy does not apply to **Clean-Up Costs, Claims, Loss, Actual Loss, Extra Expense, or loss of Rental Value:**

A. CRIMINAL FINES, PENALTIES, AND ASSESSMENTS:

Due to any criminal fines, penalties or assessments.

B. CONTRACTUAL LIABILITY:

Arising from 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 or the contract or agreement is an **Insured Contract**.

C. TRANSPORTATION:

Except with respect to Coverage I, arising out of **Pollution Conditions** that result from the maintenance, use, operation, loading or unloading of any conveyance beyond the boundaries of the **Insured Property**.

D. INTENTIONAL NONCOMPLIANCE:

Arising from **Pollution Conditions** based upon or attributable to any **Responsible Insured's** intentional, 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.

E. INTERNAL EXPENSES:

For costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.

F. INSURED vs. INSURED:

By any **Insured** against any other person or entity who is also an **Insured** under this Policy. This exclusion does not apply to **Claims** initiated by third parties or **Claims** that arise out of an indemnification given by one **Named Insured** to another **Named Insured** in an **Insured Contract**.

G. ASBESTOS AND LEAD:

Solely with respect to Coverages A, B, D, E, G, H and J, arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. This exclusion does not apply to **Clean-Up Costs** for the remediation of soil and groundwater.

H. EMPLOYER LIABILITY:

Arising from **Bodily Injury** to an **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 whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay third parties who must pay damages because of the injury.

I. PRIOR KNOWLEDGE/NON-DISCLOSURE:

Arising from **Pollution Conditions** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

J. IDENTIFIED UNDERGROUND STORAGE TANK:

Arising from **Pollution Conditions** resulting from an **Underground Storage Tank** whose existence is known by a **Responsible Insured** as of the **Inception Date** and which is located on the **Insured Property** unless such **Underground Storage Tank** is scheduled on the Policy by endorsement.

2. COVERAGE I EXCLUSIONS

The following exclusions apply to Coverage I.

This Policy does not apply to **Loss**:

A. PROPERTY DAMAGE TO CONVEYANCES:

For **Property Damage** to any conveyance utilized during the **Transportation** of **Transported Cargo**. This exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

B. POLLUTION CONDITIONS PRIOR OR SUBSEQUENT TO TRANSPORTATION OF CARGO:

Arising from **Pollution Conditions**:

1. That commence prior to the **Transportation** of **Transported Cargo**; or
2. That commence after **Transported Cargo** reaches its final destination, or while **Transported Cargo** is in storage off-loaded from the conveyance that was transporting it.

C. THIRD-PARTY CARRIER CLAIMS:

Made by a third-party carrier, its agents or employees, for **Bodily Injury**, **Property Damage** or **Clean-Up Costs**, whether or not the **Bodily Injury**, **Property Damage** or **Clean-Up Costs** were directly incurred by such third-party carrier. This exclusion does not apply to **Claims** arising from the **Insured's** negligence.

III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS

The **Insured** shall provide the Company with notice of **Pollution Conditions**, **Claims** or an **Interruption** as follows:

A. NOTICE OF POLLUTION CONDITIONS, CLAIMS AND AN INTERRUPTION

1. In the event of **Pollution Conditions** or **Claims** under Coverages A through I, or an **Interruption** under Coverage J, the **Insured** shall give written notice to:

Manager, Pollution Insurance Products Unit
AIG Technical Services, Inc.
Environmental Claims Department
80 Pine Street, Sixth Floor
New York, New York 10005
Fax: (212) 344-2761

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

2. The Insured shall give written notice of **Pollution Conditions** as soon as possible. Notice under all coverages shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Insured Property**, the names of persons with knowledge of the **Pollution Conditions** and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Conditions**.
3. The Insured shall give notice of **Claims** as soon as possible, but in any event during the **Policy Period** or during the **Extended Reporting Period**, if applicable. The Insured shall furnish information at the request of the Company. When a **Claim** has been made, the Insured shall forward the following to the Company as soon as possible:
 - (a) All reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the claimant(s) and available witnesses.
 - (b) All demands, summonses, notices or other process or papers filed with a court of law, administrative agency or an investigative body.
 - (c) Other information in the possession of the Insured or its hired experts which the Company reasonably deems necessary.

B. NOTICE OF POSSIBLE CLAIM

1. If during the **Policy Period**, the Insured first becomes aware of a **Possible Claim**, the Insured may provide written notice to the Company during the **Policy Period** containing all the information required under Paragraph 2. below. Any **Possible Claim** which subsequently becomes a **Claim** made against the Insured and reported to the Company within five (5) years after the end of the **Policy Period** of this Policy or any continuous, uninterrupted renewal thereof, shall be deemed to have been first made and reported during the **Policy Period** of this Policy. Such **Claim** shall be subject to the terms, conditions and limits of coverage of the policy under which the **Possible Claim** was reported.
2. It is a condition precedent to the coverage afforded by this Section III. B that written notice under Paragraph 1. above contain all of the following information: (a) the cause of the **Pollution Conditions**; (b) the **Insured Property** or other location where the **Pollution Conditions** took place; (c) the **Bodily Injury, Property Damage or Clean-Up Costs** which has resulted or may result from such **Pollution Conditions**; (d) the Insured(s) which may be subject to the **Claim** and any potential claimant(s); (e) all engineering information available on the **Pollution Conditions** and any other information that the Company deems reasonably necessary; and (f) the circumstances by which and the date the Insured first became aware of the **Possible Claim**.

IV. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS

A. The Company's Rights

The Company shall have the right but not the duty to clean up or mitigate **Pollution Conditions** upon receiving notice as provided in Section III. of this Policy. Any sums expended in taking such action by the Company will be deemed incurred or expended by the Insured and shall be applied against the limits of coverage and deductible under this Policy.

B. Duties of the Insured

The **Named Insured** shall have the duty to clean up **Pollution Conditions** to the extent required by **Environmental Law**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-up. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this paragraph.

V. LIMITS OF COVERAGE; DEDUCTIBLE

Regardless of the number of **Claims**, claimants, **Pollution Conditions** or **Insureds** under this Policy, the following limits of liability apply:

A. Policy Aggregate Limit

The Company's total liability for all **Loss**, under Coverages A through I, and all **Actual Loss**, loss of **Rental Value** and **Extra Expense** under Coverage J, shall not exceed the "Policy Aggregate" stated in Item 4 of the Declarations. The Company's internal expenses do not erode the limit of liability available for any **Loss**.

B. Each Incident Limit - Coverages A Through I

1. Subject to Paragraph V.A. above, the most the Company will pay for all **Loss** under each Coverage in Coverages A through I arising from the same, related or continuous **Pollution Conditions** is the "Each Incident" limit of coverage for that particular coverage stated in Item 3 of the Declarations.
2. If the **Insured** first discovers **Pollution Conditions** during the **Policy Period** and reports them to the Company in accordance with Section III., all continuous or related **Pollution Conditions** reported to the Company under a subsequent **Pollution Legal Liability Policy** issued by the Company or its affiliate providing substantially the same coverage as this Policy shall be deemed to have been first discovered and reported during the **Policy Period**.
3. If a **Claim** for **Bodily Injury**, **Property Damage**, or **Clean-Up Costs** is first made against the **Insured** and reported to the Company during the **Policy Period**, all **Claims** for **Bodily Injury**, **Property Damage** or **Clean-Up Costs**, arising from the same, continuous or related **Pollution Conditions** that are first made against the **Insured** and reported under a subsequent **Pollution Legal Liability Policy** issued by the Company or its affiliate providing substantially the same coverage as this Policy, shall be deemed to have been first made and reported during the **Policy Period**. Coverage under this Policy for such **Claims** shall not apply, however, unless at the time such **Claims** are first made and reported, the **Insured** has maintained with the Company or its affiliate **Pollution Legal Liability** coverage substantially the same as this coverage on a continuous, uninterrupted basis since the first such **Claim** was made against the **Insured** and reported to the Company.

C. Coverage Section Aggregate Limit

Subject to Paragraph V. A. above, the Company's total liability for all **Loss** under each Coverage in Coverages A through I, shall not exceed the "Coverage Section Aggregate" limit of coverage for that particular coverage stated in Item 3 of the Declarations.

D. Maximum for All Business Interruption

Subject to Paragraph V. A. above, the maximum amount for which the Company is liable for all **Actual Loss** or loss of **Rental Value**, and **Extra Expense** under Coverage J is 80% of the lesser of:

1. The **Actual Loss** and **Extra Expense**, or loss of **Rental Value** and **Extra Expense**, whichever is applicable, incurred during the number of days of interruption of business stated in Item 3 of the Declarations; and
2. The amount stated in Item 3 of the Declarations.

It is a condition of Coverage J that the remaining 20% of such amount be borne by the **Insured** at its own risk and remain uninsured.

E. Multiple Coverages

Subject to Paragraph V. A. above, if the same, related or continuous **Pollution Conditions** result in coverage under more than one Coverage under Coverages A through J, every applicable "Each Incident," "Coverage Section Aggregate," and "Maximum for All Business Interruption" limit of coverage

among such coverage sections shall apply to the **Clean-Up Costs, Loss, Actual Loss and Extra Expense**, or loss of **Rental Value and Extra Expense**, whichever is applicable, resulting from such **Pollution Conditions**.

F. Deductible

1. Coverages A through I

Subject to Paragraphs V. A. through V.E. above, this Policy is to pay covered **Loss** in excess of the Deductible amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage.

If the same, related or continuous **Pollution Conditions** result in coverage under more than one coverage section in Coverages A through I, only the highest Deductible amount stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss** will apply.

The Insured shall promptly reimburse the Company for advancing any element of **Loss** falling within the Deductible.

2. Coverage J

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay the **Actual Loss** or loss of **Rental Value**, and **Extra Expense** under Coverage J in excess of the **Actual Loss** or loss of **Rental Value**, and **Extra Expense** sustained during the first seven (7) days of an **Interruption** during the **Period of Restoration**. The seven (7) day period applies to all **Actual Loss**, or loss of **Rental Value**, and **Extra Expense** arising from the same, related or continuous **Pollution Conditions**.

VI. CONDITIONS

- A. Assignment** - This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- B. 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 including without limitation, assignment of the Insured's rights against any person or organization who caused **Pollution Conditions** on account of which the Company made any payment under this Policy. The Insured shall do nothing to prejudice the Company's rights under this paragraph subsequent to **Loss**. Any recovery as a result of subrogation proceedings arising out of the payment of **Loss** covered under this Policy shall accrue first to the Insured to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the Policy; and then to the Insured to the extent of its Deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.
- C. Cooperation** - The Insured shall cooperate with the Company and offer all reasonable assistance in the investigation and defense of **Claims** under the applicable Coverages purchased. The Company may require that the Insured submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the Insured's attendance at meetings with the Company. The Insured must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.
- D. Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights 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.

- E. **Voluntary Payments** - No Insured shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost.
- F. **Concealment or Fraud** - This entire Policy shall be void if, whether before or after **Clean-Up Costs** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, the description of the **Insured Property**, or the interest of the **Insured** therein.
- G. **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 only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.
1. Material misrepresentation by the **Insured**;
 2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due;
 3. A change in operations at an **Insured Property** during the **Policy Period** that materially increases a risk covered under this Policy.
- 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.
- H. **Other Insurance** - Where other insurance may be available for **Loss, Actual Loss** or loss of **Rental Value**, and **Extra Expense** covered under this Policy, the **Insured** shall promptly upon request of the Company provide the Company with copies of all such policies. If other valid and collectible insurance is available to the **Insured** for **Loss Actual Loss** or loss of **Rental Value**, and **Extra Expense** covered by this Policy, the Company's obligations are limited as follows:
1. This insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
 2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- I. **Right of Access and Inspection** - To the extent the **Insured** has such rights, any of the Company's authorized representatives shall have the right and opportunity but not the obligation to interview persons employed by the **Insured** and to inspect at any reasonable time, during the **Policy Period** or thereafter, the **Insured Property**. Neither the Company nor its representatives shall assume any responsibility or duty to the **Insured** or to any other party, person or entity, by reason of such right or inspection. 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 practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Company's representatives during any inspection.

- J. Access to Information** - The Named Insured agrees to provide the Company with access to any information developed or discovered by the Insured concerning Loss covered under this Policy, whether or not deemed by the Insured to be relevant to such Loss and to provide the Company access to interview any Insured and review any documents of the Insured.
- K. Representations** - By acceptance of this Policy, the Named Insured agrees that the statements in the Declarations, the Application and the Report/Worksheet 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.
- L. Action Against Company** - No third-party 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 the 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 of its obligations hereunder.
- M. Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of Loss, may be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.
- Any party may commence such arbitration proceeding and the arbitration shall be conducted in the Insured's state of domicile. The arbitrators shall give due consideration to the general principles of the law of the Insured's state of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).
- The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.
- N. Service Of Suit** - Subject to Paragraph M. above, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, American International Specialty Lines Insurance Company, 70 Pine Street, New York, New York 10270, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- O. Acknowledgment of Shared Limits** - By acceptance of this Policy, the Named Insureds understand, agree and acknowledge that the Policy contains a Policy Aggregate Limit that is applicable to, and will be shared by, all Named Insureds and all other Insureds who are or may become insured hereunder. In view of the operation and nature of this shared Policy Aggregate Limit, the Named Insureds and all other Insureds understand and agree that prior to filing a Claim under the Policy, the Policy Aggregate Limit may be exhausted or reduced by prior payments for other Claims under the Policy.
- P. Separation of Insureds** - It is hereby agreed that except with respect to the Limit of Liability, Section II. F. (Insured vs. Insured exclusion), and any rights and duties specifically assigned to the first Named Insured, this insurance applies: 1. As if each Named Insured were the only Named Insured; and 2. Separately to each Named Insured against who a Claim is made. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one Named Insured shall not prejudice the interest of coverage for another Named Insured under this Policy. Provided, however, that this Condition shall not apply to any Named Insured who is a parent, subsidiary or affiliate of the first Named Insured.

VII. EXTENDED REPORTING PERIOD FOR CLAIMS - COVERAGES A THROUGH I

The Named Insured shall be entitled to an Automatic Extended Reporting Period, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an Optional Extended Reporting Period for Coverages A through I collectively, upon termination of coverage as defined in Paragraph B.3. of this Section. Neither the Automatic nor the Optional Extended Reporting Period shall reinstate or increase any of the limits of liability of this Policy.

A. Automatic Extended Reporting Period

Provided that the Named Insured has not purchased any other insurance to replace this insurance and which applies to a Claim otherwise covered hereunder, the Named Insured shall have the right to the following: a period of sixty (60) days following the effective date of such termination of coverage in which to provide written notice to the Company of Claims first made and reported within the Automatic Extended Reporting Period.

A Claim first made and reported within the Automatic Extended Reporting Period will be deemed to have been made on the last day of the Policy Period, provided that the Claim arises from Pollution Conditions that commenced before the end of the Policy Period and is otherwise covered by this Policy. No part of the Automatic Extended Reporting Period shall apply if the Optional Extended Reporting Period is purchased.

B. Optional Extended Reporting Period

The Named Insured shall be entitled to purchase an Optional Extended Reporting Period upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

1. A Claim first made and reported within the Optional Extended Reporting Period, if purchased in accordance with the provisions contained in Paragraph 2. below, will be deemed to have been made on the last day of the Policy Period, provided that the Claim arises from Pollution Conditions that commenced before the end of the Policy Period and is otherwise covered by this Policy.
2. The Company shall issue an endorsement providing an Optional Extended Reporting Period of up to forty (40) months from termination of coverage hereunder for all Insured Properties and Non-Owned Locations, if applicable, or any specific Insured Property or Non-Owned Location, provided that the Named Insured:

- (a) makes a written request for such endorsement which the Company receives within thirty (30) days after termination of coverage as defined herein; and
 - (b) 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.
- 3. Termination of coverage occurs at the time of cancellation or nonrenewal of this Policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was an **Insured Property** or **Non-Owned Location**.
 - 4. The **Optional Extended Reporting Period** is available to the **Named Insured** for not more than 200% of the full Policy premium stated in the Declarations.

VIII. DEFINITIONS

- A. **Actual Loss** means the:
 - 1. Net income (net profit or loss before income taxes) the **Insured** would have earned or incurred had there been no **Interruption**; and
 - 2. Continuing normal operating expenses incurred, including **Ordinary Payroll Expense**.
- B. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.
- C. **Claim** means a written demand received by the **Insured** seeking a remedy or alleging liability or responsibility on the part of the **Insured** for Loss under Coverages A through I. For purposes of this Policy, a **Claim** does not include a **Possible Claim** that was reported under a prior policy but which has become a **Claim** during the **Policy Period** of this Policy as described in Section III. B.
- D. **Clean-Up Costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:
 - 1. To the extent required by **Environmental Laws**; or
 - 2. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

Clean-Up Costs also include **Restoration Costs**.
- E. **Continuity Date** means the date stated in Item 8 of the Declarations.
- F. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.
- G. **Extended Reporting Period** means either the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **Claims** following termination of coverage, as described in Section VII. of this Policy.
- H. **Extra Expense** means necessary expenses the **Insured** incurs during the **Period of Restoration**:
 - 1. That would not have been incurred if there had not been an **Interruption**; and
 - 2. That avoid or minimize an **Interruption**,

but only to the extent such expenses reduce **Actual Loss** or loss of **Rental Value**, whichever is applicable, otherwise covered under this Policy.

Extra Expense will be reduced by any salvage value of property obtained for temporary use during the Period of Restoration that remains after the resumption of normal operations.

- I. **Inception Date** means the first date set forth in Item 2 of the Declarations.
- J. **Insured** means the **Named Insured**, and any past or present director, officer, partner or employee thereof, including a temporary or leased employee, while acting within the scope of his or her duties as such.
- K. **Insured Contract** means a contract or agreement submitted to and approved by the Company, and listed on an Endorsement to this Policy.
- L. **Insured Property** means each of the locations identified in Item 5 of the Declarations.
- M. **Interruption** means the necessary suspension of the **Insured's** business operations at an **Insured Property** during the **Period of Restoration**.
- N. **Loss** means, under the applicable Coverages:
 - 1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury** or **Property Damage**;
 - 2. Costs, charges and expenses incurred in the defense, investigation or adjustment of Claims for such compensatory damages or punitive, exemplary or multiple damages, and civil fines, penalties or assessments, or for **Clean-Up Costs**; or
 - 3. **Clean-Up Costs**.
- O. **Named Insured** means the person or entity named in Item 1 of the Declarations acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, 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.
- P. **Natural Resource Damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- Q. **Non-Owned Location** means a site that is not owned or operated by the **Named Insured**, and that is identified in a **Non-Owned Covered Locations Schedule** attached to and made a part of this Policy by endorsement.
- R. **Ordinary Payroll Expense** means the entire payroll expense for all employees of the **Insured**, except officers, executives, department managers and employees under contract.
- S. **Period of Restoration** means the length of time as would be required with the exercise of due diligence and dispatch to restore the **Insured Property** to a condition that allows the resumption of normal business operations, commencing with the date operations are interrupted by **Pollution Conditions** and not limited by the date of expiration of the **Policy Period**. The **Period of Restoration** does not include any time caused by the interference by employees or other persons with restoring the property, or with the resumption or continuation of operations.
- T. **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 **Insured Property(s)** or **Non-Owned Location(s)** designated in the Declarations, the deletion of such location(s) from this Policy by the Company at the **Named Insured's** written request, but solely with respect to that **Insured Property** or **Non-Owned Location**.
- U. Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.
- V. Possible Claim** means **Pollution Conditions** that commenced on or after the Inception Date that the **Insured** reasonably expects may result in a **Claim**.
- W. Property Damage** means:
1. Except with respect to Coverage C, physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use and diminution in value thereof;
 2. Loss of use, but not diminution in value, of tangible property of parties other than the **Insured** that has not been physically injured or destroyed;
 3. Solely with respect to Coverage C, physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use thereof; and
 4. **Natural Resource Damage**.
- Property Damage** does not include **Clean-Up Costs**.
- X. Rental Value** means the:
1. Total anticipated rental income from tenant occupancy of the **Insured Property** as furnished and equipped by the **Insured**;
 2. Amount of all charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations; and
 3. Fair rental value of any portion of the **Insured Property** that is occupied by the **Insured** during the **Period of Restoration**, less any rental income the **Insured** could earn:
 - (a) by complete or partial rental of the **Insured Property**, or
 - (b) by making use of other property on the **Insured Property** or elsewhere.
- Y. Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any manager of the **Insured Property**, or any officer, director or partner of the **Named Insured**.
- Z. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs**. However, such **Restoration Costs** shall not exceed the net present value of such property prior to incurring **Clean-Up Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.
- AA. Transportation** means the movement of **Transported Cargo** by a conveyance, from the place where it is accepted by a carrier until it is moved:
1. To the place where the carrier finally delivers it; or
 2. In the case of waste, to a waste disposal facility to which the carrier delivers it.

Transportation includes the carrier's loading or unloading of Transported Cargo onto or from a conveyance provided that the loading or unloading is performed by or on behalf of the Named Insured.

BB. Transported Cargo means goods, products, or waste transported for delivery by a carrier properly licensed to transport such goods, products, or waste.

CC. Underground Storage Tank means any tank that has at least ten (10) percent of its volume below ground in existence at the **Inception Date**, or installed thereafter, including associated underground piping connected to the tank.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its president and secretary and signed on the Declarations page by a duly authorized representative or countersigned in states where applicable.

Elizabeth M. Tuck
SECRETARY

L. H. Lally
PRESIDENT

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO THE ADDRESS BELOW:

Manager, Pollution Insurance Products Unit
AIG Technical Services, Inc.
Environmental Claims Department
80 Pine Street, 6th Floor
New York, NY 10005

Date of Notice: _____

NAMED INSURED: REPUBLIC SERVICES, INC.

ADDRESS OF INSURED: 110 SE 6TH ST
FORT LAUDERDALE, FL 33301

TELEPHONE: () _____

CONTACT: _____

BROKER NAME: WILLIS CORROON CORPORATION

BROKER ADDRESS: 75 BEATTIE PLACE
PO BOX 2007
GREENVILLE, SC 29602

TELEPHONE: () _____

CONTACT: _____

POLICY INFORMATION:

Policy Number: PLS 1959186

Policy Period: From: June 30, 2003

To: June 30, 2004

Loss Information:

Loss Location: _____

Date & Description of Loss: _____

For AIG Use Only:

Date Claim Notice Received: _____

Date of Claim: _____

Company/Person Filing Suit (if applicable): _____

NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.

ENDORSEMENT NO. 1 (Continued)

With respect to the above-listed Insured Property(s), Item 3 of the Declarations shall provide as follows:

Item 3. COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES:

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$1,000,000	\$75,000,000	\$75,000,000
B	\$1,000,000	\$75,000,000	\$75,000,000
C	\$1,000,000	\$75,000,000	\$75,000,000
D	\$1,000,000	\$75,000,000	\$75,000,000
E	\$1,000,000	\$75,000,000	\$75,000,000
F	\$1,000,000	\$75,000,000	\$75,000,000
G	\$1,000,000	\$35,000,000	\$35,000,000
H	\$1,000,000	\$35,000,000	\$35,000,000
I	\$1,000,000	\$75,000,000	\$75,000,000

Coverage	Business Interruption (Days) Limit	Business Interruption (\$) Limit
J	365	\$10,000,000

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 2

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND MINIMUM EARNED PREMIUM ENDORSEMENT

1. It is hereby agreed that the following minimum earned premium applies:

Inception Date	Minimum Premium Earned	25 %
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2. It is further agreed that Section VI. CONDITIONS, Paragraph G., Cancellation is deleted in its entirety and replaced with the following:

G. 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 only for the reasons stated below by mailing to the Named Insured at the address shown in the Policy, written notice stating when not less than 120 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the Insured,
2. The Insured's failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due,
3. A change in operations at an Insured Property during the Policy Period that materially increases a risk covered under this Policy.

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 the Policy, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium based on the schedule above. If the Company cancels, earned premium shall be computed on a pro rata basis. 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.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 1

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF INSURED PROPERTIES, COVERAGES, AND
COVERAGE SECTION LIMITS AND DEDUCTIBLES ENDORSEMENT**

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy, and that the corresponding Coverages, deductibles, and limits of liability shown for each such **INSURED PROPERTY** are included in Item 3 of the Declarations:

Item 5: INSURED PROPERTY(S):

1. 545 Landfill, 8050 Avalon Road, Winter Garden, FL
2. Alpine Landfill, 3001 Old Marathon Highway, Alpine, TX
3. Apex Regional Landfill, Las Vegas, NV
4. Brazoria County Landfill, 10310 FM 523, Angleton, TX
5. Brent Run Landfill, 8247 Vienna Road, Montrose, MI
6. Broadhurst Environmental, 4800 Broadhurst Road West, Screven, GA
7. C & T Landfill, 4 Miles West of Hwy 281 on 1017 Hwy, Linn, TX
8. Carleton Farms Landfill, 4000 Oakville Waltz, Carleton, MI
9. Cedar Trail Landfill, 2500 State Road 60 West, Bartow, FL
10. Charter Landfill, 12035 West Murphy Street, Odessa, TX
11. Chiquita Canyon Landfill, 29201 Henry Mayo Drive, Valencia, CA
12. Countywide R & D Landfill, 3619 Gracemont Street SW, East Sparta, OH
13. CSC Disposal and Landfill, PO Box 236, Avalon, TX
14. Dozit Company, Inc., 4075 State Rt. 360, Morganfield, KY
15. East Carolina Environmental, Inc., 1922 Republic Road, Aulander, NC
16. Elk Run Sanitary Landfill, 20667 Five Mile Highway, Onaway, MI
17. Epperson Waste Disposal, 2360 Cynthiana Road, Williamstown, KY
18. Foothills Environmental, 2800 Cheraw Road, Lenoir, NC
19. Forest Lawn Landfill, 8230 W. Forest Lawn Road, Three Oaks, MI
20. Front Range Landfill, 1830 Weld Company Road 5, Erie, CO
21. GDS, Inc. - Cleveland, 345 Roseborough Road, Grover, NC
22. Gold Leaf Environmental Landfill, 1922 Republican Road, Aulander, NC
23. Greenridge Reclamation, RD #1 Box 716 Landfill Road, Scottdale, PA
24. Greenville C&D Landfill, 684 Mauldin Road, Greenville, SC
25. Honey-Go-Run Reclamation, 10710 Philadelphia Road, Perry Hall, MD
26. Kestrel Hawk Recycling & Disposal Facility, 1989 Oakes Road, Racine, WI
27. Laughlin Disposal, Laughlin, NV
28. Mallard Ridge Landfill, W8470 State Road 11, Delavan, WI
29. Maloy Landfill, 2811 FM 1568, Campbell, TX

ENDORSEMENT NO. 1 (Continued)

30. Modern Landfill & Recycling, 4400 Mt. Pisgah Rd, York, PA
31. Montgomery County Vertical Expansion, , NC
32. National Serv-All Landfill, 6231 McBeth Road, Fort Wayne, IN
33. Nine Mile Road, Inc., 445-A International Golf Parkway, St. Augustine, FL
34. North County C & D Landfill, 2015 Wyoming, League City, TX
35. Northwest Tenn Disposal , 518 Beech Chapel Road, Union City , TN
36. Oak Grove Landfill, 967 Carl Bethlehem Road, Winder, GA
37. Ohio County Balefill, Inc., 100 Landfill Lane, Beaver Dam, KY
38. Paris Landfill Station, Landfill Road, Paris, TN
39. Pepperhill C & D Industrial Landfill, 141 Fennell Rd, N. Charleston, SC
40. Pine Grove Landfill, 5131 Drinkle Road SW, Amanda, OH
41. Pine Ridge Recycling, 105 Bailey Jester Rd., Griffin, GA
42. Potrero Hills Landfill (P.H.L.), 3675 Potrero Hills Lane, Suisun, CA
43. Presidio Landfill, Alpine, TX
44. Prichard Landfill, Prichard, WV
45. Safety Lights Landfill, Memphis, TN
46. San Angelo Landfill, 1422 Hughes Avenue, San Angelo, TX
47. Savannah Regional Landfill, 84 Clifton Blvd, Savannah, GA
48. Seabreeze Landfill (Brazoria), 10310 FM 523, Angleton, TX
49. Seagull Sanitation System Landfill, 1 Dump Road, Avalon, CA
50. Southern Illinois Regional Landfill, 1540 Landfill Rd, DeSoto, IL
51. Speedway Landfill, 967 Carl Bethlehem Road, Winder, GA
52. Sunrise Landfill, Las Vegas, NV
53. Swift Creek Environmental, 4200 Davis Road, Macon, GA
54. Sycamore Ridge Landfill, Pimento, IN
55. Taymouth Landfill , Birch Run, MI
56. Tri-K Landfill, Inc., 1905 Kentucky Hwy 3249, Stanford, KY
57. Union County MSW Landfill, 898 Wildcat Road, Enoree, SC
58. United Landfill., Fort Wayne, IN
59. Upper Piedmont , 9650 Oxford Road, Rougemont, NC
60. Uwharrie Environmental, Inc. , 500 Landfill Road, Mt. Gilead, NC
61. Valley View Landfill, 9120 Sulphur Road, Sulphur, KY
62. Vasco Road Landfill, 4001 North Vasco Road, Livermore, CA
63. Victory Environmental , 12247 South Mill Street, Terre Haute, IN
64. Wabash Valley Landfill , 316 Spring Valley Road, Wabash, IN
65. West County Landfill, 101 Pittsburg Avenue, Richmond, CA
66. White Feather Landfill, P.O. Box 887, Pinconning, MI
67. Worthington Landfill, RR2 Box 24A, Worthington, IN
68. Imperial Landfill, 3354 Dogwood Road, El Centro, CA
69. Waste C&D Landfill, 877 S Pearl St, Albany, New York
70. Anderson Landfill, 18703 Cambridge Road, Anderson, CA
71. Greenridge Landfill, RR 1 Box 717, Scottdale, PA
72. Landfill Development Project (unopened at the time of transfer), 2001 Citrus Valley Rd., Gila Bend, AZ
73. Deland C&D Landfill, Deland, Florida
74. Transfer Station, 607 Fellowship Rd, Mount Laurel, NJ 08054
75. Promuto Transfer Station, Bronx, New York, NY
76. All City Transfer Station, Brooklyn, New York, NY
77. Transfer Station, 6500 Madison Ave, Anderson IN, 46013

ENDORSEMENT NO. 3

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to Section II. EXCLUSIONS, Subsection 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION - ALL TERRORISM (INCLUDING CERTIFIED ACTS OF TERRORISM)
EXCLUSION ENDORSEMENT

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the Insured has been provided notice that the Insured may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102. Definitions, of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the Insured has elected not to purchase coverage for such certified "acts of terrorism" and has agreed to the inclusion of a Terrorism Exclusion. Therefore, this Policy is amended to include the following exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with Terrorism including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term Terrorism shall specifically include, but is not limited to, the following definition of a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments thereto:

(1) Act of Terrorism -

(A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States -

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to -

(I) human life;

(II) property; or

(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of -

(I) an air carrier or vessel described in paragraph (5)(B); for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission;

(II) the premises of a United States mission; and

- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. - No act shall be certified by the Secretary as an act of terrorism if -
 - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICROBIAL MATTER EXCLUSION ENDORSEMENT

It is hereby agreed as follows:

1. Section VIII., DEFINITIONS, Paragraph U. is deleted in its entirety and replaced with the following:

U. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts and concentrations discovered. **Pollution Conditions** shall not include **Microbial Matter**.

The following is added to Section VIII., DEFINITIONS, as Paragraph DD., **Microbial Matter**.

DD. **Microbial Matter** means fungi, bacterial or viral matter which reproduces through the release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such **Microbial Matter** is living.

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A AMENDATORY ENDORSEMENT

It is hereby agreed that Section I. INSURING AGREEMENTS, 1. COVERAGES, COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS, is deleted in its entirety and replaced with the following: (note: scheduled Pollution Conditions are listed at the end of this Endorsement)

COVERAGE A - THIRD-PARTY CLAIMS FOR ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured is legally obligated to pay as a result of Claims for Clean-Up Costs resulting from scheduled Pollution Conditions on or under the Insured Property that commenced prior to the Continuity Date, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

Scheduled Pollution Conditions:

Pollution Conditions arising from loading and unloading operations, an Underground Storage Tank(s) or an Aboveground Storage Tank on the Insured Property.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LANDFILL AND SPECIAL WASTE AREA EXCLUSION SPECIFIC TO COVERAGE B ENDORSEMENT

Solely with respect to **COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS**, it is hereby agreed that this insurance does not apply to Clean-Up Costs, Claims, Loss, Actual Loss, Extra Expense or loss of Rental Value arising from a landfill cell or a special waste storage or holding area including but not limited to the removal of material contained in a landfill cell or special waste or holding area at an Insured Property(ies).

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 8

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE G AMENDATORY ENDORSEMENT

It is hereby agreed that Section I. INSURING AGREEMENTS, 1. COVERAGES, COVERAGE G - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS is deleted in its entirety and replaced with the following: (note: scheduled Pollution Conditions are listed at the end of this Endorsement)

COVERAGE G - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage of parties other than the owners, operators or contractors of the Non-Owned Location, or their employees, or Clean-Up Costs resulting from scheduled Pollution Conditions on or under the Non-Owned Location, provided that such scheduled Pollution Conditions commenced on or after the Continuity Date shown below, and such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

Continuity Date: June 30, 1995

Scheduled Pollution Conditions

Pollution Conditions arising from loading and unloading operations, an Underground Storage Tank(s) or an Aboveground Storage Tank on the Insured Property.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO. 9

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERGROUND STORAGE TANKS WITH SUB- LIMIT ENDORSEMENT

It is hereby agreed that:

1. Section II. EXCLUSIONS, Subsection 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES, Paragraph J. is deleted in its entirety and replaced with the following:

J. IDENTIFIED UNDERGROUND STORAGE TANK:

arising from Pollution Conditions resulting from an Underground Storage Tank whose existence is known by a Responsible Insured as of the Inception Date and which is located on the Insured Property, however, this exclusion shall not apply to Pollution Conditions resulting from a scheduled Underground Storage Tank(s) (note: scheduled Underground Storage Tank(s) are listed at the end of this Endorsement). It is also agreed that leachate tanks will not be considered to be Underground Storage Tank(s).

2. Solely with respect to Pollution Conditions resulting from a scheduled Underground Storage Tank(s), Section V. LIMITS OF COVERAGE, DEDUCTIBLE, Paragraphs B. 1. and D. are deleted in their entirety.
3. Solely with respect to Pollution Conditions resulting from a scheduled Underground Storage Tank(s), the following Paragraphs are added to Section V. LIMITS OF COVERAGE, DEDUCTIBLE:

Scheduled Underground Storage Tank(s) Sublimit

1. Subject to paragraph V. A. above, the Company's total liability for all Loss, under coverages A. through I. and all Actual Loss, loss of Rental Value and Extra Expense under Coverage J, arising from Pollution Conditions resulting from a scheduled Underground Storage Tank(s) shall not exceed \$2,000,000.
2. Subject V.A through V.C above and the sub-limit stated above in 1. above, the most the Company will pay for all Loss under each Coverage in Coverages A through I arising from the same, related or continuous Pollution Conditions resulting from a scheduled Underground Storage Tank(s) is a Scheduled Underground Storage Tank Each Incident Limit of coverage of \$2,000,000.
3. Subject to Paragraph V.A. and 1. above, the maximum amount for which the Company is liable for all Actual Loss or loss of Rental Value, and Extra Expense under Coverage J resulting from the Underground Storage Tank(s) scheduled below is 80% of the lesser of:

ENDORSEMENT NO. 9 (Continued)

- a. The **Actual Loss** and **Extra Expense**, or loss of **Rental Value** and **Extra Expense**, whichever is applicable, incurred during the number of days of interruption of business stated in Item 3 of the Declarations, and
- b. \$ 2,000,000.
- c. It is a condition of Coverage J that the remaining 20% of such amount be borne by the Insured at its own risk and remain uninsured.

Scheduled Underground Storage Tank(s)

All Underground Storage Tank(s) located on an Insured Property that are compliant with the Code of Federal Regulations 40 CFR 280 and 40 CFR 281 as of the Inception Date of this Policy.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF INSURED PROPERTIES, COVERAGES, AND
COVERAGE SECTION LIMITS AND DEDUCTIBLES ENDORSEMENT**

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy, and that the corresponding Coverages, deductibles, and limits of liability shown for each such **INSURED PROPERTY** are included in Item 3 of the Declarations:

Item 5: INSURED PROPERTY(S):

Non-Hazardous Municipal Solid Waste and Non-Hazardous Construction, Demolition and Debris Landfills, Recycling Centers, Transfer Stations or Hauling Company Locations, not scheduled as an Insured Property which are currently or formerly owned, leased, operated or managed by the Named Insured as of the Inception Date. It is further agreed that the following will not be included as Insured Properties:

1. Waste Tire Management, Lawrenceville, GA
2. Waste Tire Management, Batesburg, SC
3. Savannah Lease, Well No. 2, Big Well (San Miguel, East) Field, Dimmit County, TX
4. M.R. McLanahan, Well No. 10, Pearsall Field, Frio County, TX
5. Wasco Landfill, The Dalles, OR

With respect to the above-listed Insured Property(s), Item 3 of the Declarations shall provide as follows:

Item 3. COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES:

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A	\$1,000,000	\$35,000,000	\$35,000,000
B	\$1,000,000	\$35,000,000	\$35,000,000
C	\$1,000,000	\$35,000,000	\$35,000,000
D	\$1,000,000	\$35,000,000	\$35,000,000

ENDORSEMENT NO. 10 (Continued)

E	\$1,000,000	\$35,000,000	\$35,000,000
F	\$1,000,000	\$35,000,000	\$35,000,000
G			
H			
I	\$1,000,000	\$35,000,000	\$35,000,000

Coverage	Business Interruption (Days) Limit	Business Interruption (\$) Limit
J	365	\$10,000,000

All other terms, conditions and exclusions remain the same.

 Authorized Representative
 or countersignature (where required by law)

ENDORSEMENT NO. 11

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DIVESTED PROPERTIES ENDORSEMENT

Solely with respect to an Insured Property that has been divested by the Named Insured and scheduled in Item 5. of the Declarations, it is agreed that only Coverages A, C, D & F will apply subject to the following:

1. Section I. INSURING AGREEMENTS, 1. COVERAGES, COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS and COVERAGE D - THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS will apply subject to the following:

(a) The Continuity Date will be the date in which the Insured Property is divested.

2. Section I. INSURING AGREEMENTS, 1. COVERAGES C and F are deleted in their entirety and replaced with the following:

COVERAGE C- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions on or under the Insured Property that commenced prior to the Continuity Date shown below, if such Bodily Injury or Property Damage takes place while the person injured or property damaged is on the Insured Property, provided such Claims are 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 purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage C:

Continuity Date: Date in which the Insured Property is divested.

COVERAGE F - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced prior to the Continuity Date shown below, and migrated from the Insured Property, provided such Claims are first made

1
ENDORSEMENT NO. 11 (Continued)

against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

For purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage F:

Continuity Date: Date in which the Insured Property is divested.

3. No return premium will be provided for any Insured Property(ies) which are divested during the Policy Period.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN CONTAMINANT EXCLUSION ENDORSEMENT

It is hereby agreed that this insurance does not apply to Clean-Up Costs, Claims, Loss, Actual Loss, Extra Expense or loss of Rental Value due to, arising from or associated with the following Pollution Conditions:

1. Leachate in the soil or groundwater on, under or migrating from the Insured Property located at the C & T Landfill, 4 Miles West of Highway 281 on 1017 Hwy, Linn, TX.
2. Perchloroethylene, Trichloroethylene, Vinyl Chloride, 1,2 Dichloropropane, Chloroform, Lead, Cadmium and their degradation by-products or additives in the soil or groundwater on, under or migrating from the Insured Property located at the Trashaway San Angelo Landfill, 1422 Hughes Avenue, San Angelo, TX.
3. Volatile Organic Compounds and its degradation by-products or additives in the soil or groundwater on, under or migrating from the Insured Property located at the Forest Lawn Landfill, 8230 W. Forest Lawn Road, Three Oaks, MI.
4. Leachate and Landfill Gas in the soil, air or groundwater on, under or migrating from the Insured Property located at the Speedway Landfill, 967 Carl Bethlehem Road, Winder, GA.
5. Perchloroethylene, Trichloroethylene, Benzene and their degradation by-products or additives in the soil or groundwater on, under or migrating from the Insured Property located at the Mallard Ridge Landfill, W8470 State Road 11, Delavan, WI.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED PROPERTY DEFINITION AMENDMENT TO INCLUDE AUTOMATIC ACQUISITION
COVERAGE ENDORSEMENT**

It is hereby agreed that Section VIII. DEFINITIONS, Paragraph L. Insured Property is deleted in its entirety and replaced with the following:

L. Insured Property means:

- 1. Each of the locations identified in Item 5. of the Declarations, and**
- 2. Any property which is first acquired by the Named Insured during the Policy Period, PROVIDED HOWEVER:**
 - A. The Named Insured has complied with their Environmental Due Diligence Standard Protocol as on file and approved by the Company. If the Named Insured does not comply with this standard protocol, this policy does not apply to the newly acquired property(ies),**
 - B. Within one hundred and twenty (120) days from the execution of the acquisition agreement for the newly acquired property, the Named Insured must give notice of the execution of the acquisition agreement in writing to the Company's underwriter and provide the underwriter with a properly completed and signed Pollution Legal Liability Application and telephone survey. The Named Insured thereafter must provide any supporting documentation reasonably requested by the underwriter,**
 - C. When the Named Insured timely complies with Paragraph B. above, the Company shall, within thirty (30) days thereafter either approve the location and schedule the location onto Item 5 of the Declarations as an Insured Property, subject to an additional premium outlined in Paragraph 4. below, or inform the Named Insured in writing that the location is not approved and will not be scheduled onto the Policy. The Company's failure to notify the Named Insured within thirty (30) days shall not be construed as a grant of coverage. If the Named Insured does not timely comply with Paragraph B. above, coverage for the newly acquired property(ies) shall be void,**
 - D. The newly acquired property(ies) must be utilized for an Intended Use as disclosed in the application process and listed below:**

**Intended Use: Non-Hazardous Municipal Solid Waste or Non-Hazardous
Construction Demolition and Debris Landfills or Recycling Center Operations**

ENDORSEMENT NO. 15 (Continued)

3. Coverage Sections B, C, E and F only will apply to the newly acquired property subject to the following:

- a. Continuity Date of the date of acquisition will apply.
- b. It is hereby agreed that Section I. Insuring Agreements, It is hereby agreed that Section I. INSURING AGREEMENTS, 1. COVERAGES C and F are deleted in their entirety and replaced with the following:

COVERAGE C- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM NEW CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions on or under the Insured Property that commenced on or after the Continuity Date shown in 3a. above, if such Bodily Injury or Property Damage takes place while the person injured or property damaged is on the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE F - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM NEW CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced on or after the Continuity Date shown in 3a. above, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

However, upon written request by the Named Insured and receipt and review of the underwriting information outlined in Paragraph 1. above, the Company may, in its sole discretion, consent to include coverage sections A and D with respect to locations newly acquired by the Named Insured and remove item b. above. Such consent shall not be valid unless endorsed hereon.

4. Rate Schedule: Additional premium for landfills will be based on an annual premium of \$10,000 per landfill and will be computed using the customary pro-rata basis. Additional premium for all other locations will be determined at the Company's sole discretion.
5. It is further agreed that Paragraphs 2. through 4. above shall not apply to acquired transfer stations or hauling company locations.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

FLORIDA CANCELLATION/NONRENEWAL 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.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- (b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
 - 1. A material misstatement or misrepresentation; or
 - 2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days.

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained by a material misstatement;
- (c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;
- (d) There has been a substantial change in the risk covered by the policy; or
- (e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the First Named Insured written notice of cancellation, accompanied by the reasons for cancellation at least:

- 1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in 2(a) above; or
- 2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in 2(b), (c), (d) or (e) above.

ENDORSEMENT NO. 16 (Continued)

The following is added.

C.1. Non-Renewal

- (a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.
- (b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2. Renewal

The Insurer shall give the named insured at least forty-five (45) days' advance written notice of the renewal premium.

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

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 17

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED(S) ENDORSEMENT

It is hereby agreed that the following entity(s) is (are) included as an additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the Named Insured's ownership, operation, maintenance or use of the Insured Property(s) and.
2. Only if the additional insured is named in a suit as a co-defendant with the Named Insured, alleging the additional insured is liable on the basis described in paragraph 1 above.

ADDITIONAL INSURED(S)

Each entity where required by written contract

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT

It is hereby agreed that the following changes are made to the Policy:

1. All references in Item 3 of the Declarations page to "Deductible" are replaced with "Self-Insured Retention" on each occasion.
2. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, is re-titled "Section V. LIMITS OF COVERAGE; SELF-INSURED RETENTION AND DEDUCTIBLE".
3. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, Paragraph F. Deductible, (1) Coverages A through I is deleted in its entirety and replaced with the following:

F. Self-Insured Retention - Coverages A through I; Deductible - Coverage J

(1) Self Insured Retention - Coverages A through I

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered **Loss**, in excess of the Self-Insured Retention amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage. The Self- Insured Retention amount is to be borne by the Insured and is not to be insured. The insurance provided by this Policy shall be excess over the applicable Self-Insured Retention amount shown in Item 3 of the Declarations, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the Insured to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the Insured has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by the Company.

If the same, related or continuous **Pollution Conditions** result in coverage under more than one coverage under Coverages A through I, only the highest applicable Self-Insured Retention amount stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss** shall apply.

The Insured shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, June 30, 2003

Forms a part of Policy No: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS SEPARATE LIMIT ENDORSEMENT

It is hereby agreed that:

1. Section I. **INSURING AGREEMENTS**, Paragraph 2. **LEGAL EXPENSE AND DEFENSE** is deleted in its entirety and replaced with the following:

2. LEGAL EXPENSE AND DEFENSE

The Company shall have the right and the duty to defend any Claims covered under Coverages A through I provided the Named Insured has purchased such Coverage. The Company's duty to defend or continue defending any such Claim, and to pay any Loss, shall cease once the applicable limit of liability, as described in Section V. (Limits Of Coverage; Deductible) has been exhausted. Defense costs, charges and expenses are included within the Deductible amount for the coverage section that applies and is shown in Item 3 of the Declarations.

The Company will present any settlement offers to the Insured, and if the Insured refuses to consent to any settlement within the limits of liability of this Policy 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.

2. The following is added to Section V. **LIMITS OF COVERAGE; DEDUCTIBLE**:

G. Defense Costs

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(s) shall not exceed Twenty-Five percent (25%) of the highest Coverage Section Aggregate Limit for Coverages A through I set forth in Item 3 of the Declarations, to the extent such Coverages are scheduled in the Declarations. Costs, charges, and expenses incurred in the defense, investigation or adjustment of Claims shall be included in the Deductible.

3. Section VIII. **DEFINITIONS**, Paragraph N. **Loss**, Subsection 2. is deleted in its entirety.

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

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF NON-OWNED LOCATIONS, COVERAGES, AND
COVERAGE SECTION LIMITS AND DEDUCTIBLES ENDORSEMENT**

It is hereby agreed that the following location(s) is (are) covered as a Non-Owned Location, subject to all of the terms and conditions of the Policy, and the corresponding Coverages, deductibles, and limits of liability shown for each such Non-Owned Location are included in Item 3 of the Declarations:

NON-OWNED LOCATION:

Any processing, treatment or disposal facility utilized by the Named Insured on or after June 30, 1995, that is licensed, permitted and in compliance with applicable regulations which govern such processing, treatment or disposal facilities and which at the Inception Date of the Policy are neither listed on the National Priority Listing nor are under investigation or litigation pursuant to CERCLA or RCRA laws.

With respect to the above-listed Non-Owned Location(s), Item 3 of the Declarations shall provide as follows:

Item 3: Coverages and Coverage Section Limits and Deductibles

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
G	\$1,000,000	\$35,000,000	\$35,000,000
H	\$1,000,000	\$35,000,000	\$35,000,000

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 19

This endorsement, effective 12:01 AM: June 30, 2003

Forms a part of policy no.: PLS 1959186

Issued to: REPUBLIC SERVICES, INC.

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABOVEGROUND STORAGE TANK DEFINITION ENDORSEMENT

It is hereby agreed that the following will be added to Section VIII. DEFINITIONS:

Aboveground Storage Tank means a device:

- 1. That meets the definition of a tank, as follows: a stationary device designed to contain an accumulation of hazardous waste or other waste product or any product, which is constructed primarily of non-earthen materials (e.g., wood, concrete, steel, plastic) which provide structural support,**
- 2. That is situated in such a way that the entire surface area of the tank is completely above the plane of the adjacent surrounding surface and the entire surface area of the tank (including or excluding the tank bottom) is able to be visually inspected, and**
- 3. That is on, within, or under an Insured Property.**

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

EXHIBIT F
SPECIAL WASTE

Mallard Ridge RDF License No. 03244

**Special Waste Program
Plan Modification**

July 8, 2004

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MALLARD RIDGE RECYCLING AND DISPOSAL FACILITY SPECIAL WASTE PROGRAM PLAN MODIFICATION

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- 3.0 MALLARD RIDGE PROPOSAL**
- 4.0 WASTE CATEGORIES:**
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 - 4.2 Category B**
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- 5.0 FUTURE PLAN CHANGES**

LIST OF APPENDICES:

- Appendix A - Special Waste Categories**
- Appendix B - Analytical Testing Protocols**
- Appendix C - Waste Handling Procedures**
- Appendix D - Waste Code A-25 and A-26 Attachments 1 - 3**

1.0 INTRODUCTION

This revision to the February 3, 1998 Special Waste Management Plan for Mallard Ridge RDF will change testing procedures and incorporate subsequent plan modifications. This Plan satisfies the requirements of NR 506.09 and Republic Services Corporate policies.

2.0 REPUBLIC SERVICES, INC. SPECIAL WASTE PROGRAM

Mallard Ridge RDF program is based upon the corporate special waste program that has been developed to screen non-municipal waste streams which our landfills accept on a routine basis. The program was developed to:

- 1) Identify special waste types and volumes being accepted at our facilities.
- 2) Ensure acceptance of only wastes authorized by applicable regulatory programs.
- 3) Ensure acceptance of only wastes that comply with company programs, policies, and guidelines.
- 4) Ensure wastes accepted do not adversely impact landfill operations and/or design.

When a special waste is identified, it is identified on a profile form. The Special Waste Profile includes the waste generator information, the process generating the waste, the volume, and the shipping information. The generator certifies as to the status of the waste (is it a state or federal hazardous waste, is it TSCA regulated, radioactive, representative sample collection, has all relevant information regarding known or suspected hazards disclosed, etc.).

In some cases where the generator has the same waste streams at multiple locations, a single Special Waste Profile form can be used. The location of each site where the waste is generated is identified, along with any testing which was performed on that site.

When Mallard Ridge RDF profiles a waste, an expiration date is given which does not exceed five years. At the point of expiration, the waste stream must be re-profiled. If the waste stream changes prior to the expiration date, the waste must be re-profiled immediately.

The Special Waste Technical Manager reviews each waste stream for acceptability. The review evaluates each waste for environmental and operational concerns. The waste, if approved by the Special Waste Technical Manager is then reviewed by the Landfill Manager, who may also approve or disapprove acceptance of the waste. Both personnel can impose special conditions for testing and/or handling, as a condition for acceptance. The Landfill Manager may also disapprove a waste on its social/political merits.

The Special Waste Technical Manager is an employee of Republic Services Inc. The person in the position must know solid and hazardous waste regulations, permit conditions, local regulations, corporate policies, etc. In addition to the regulations, this person must know which wastes are compatible. With some special waste streams, where numerous similar wastes are managed, the Special Waste Technical Manager may delegate their review to appropriate personnel.

The Landfill Manager is an employee of the Mallard Ridge RDF. The person in this position is responsible for landfill operations, construction, etc. This person has the responsibility to evaluate the waste to ensure that no operational problems would be created by the acceptance of the waste. The Landfill Manager may delegate, at their discretion, the review and approval to appropriate personnel.

3.0 MALLARD RIDGE RDF PROPOSAL

As a brief overview, Mallard Ridge proposes four (4) categories of special wastes. The waste categories include:

- Category A (T)
- Category B
- Category Solidified Waste (T)
- Category Bioremediated Waste (T)

The categories listed above if marked with a (T) are wastes that normally require testing prior to approval. The Solidified waste category is for waste which contains free liquids. When a processing approval is issued to solidify waste, the same testing protocols as the other categories will be used to test these wastes, however the wastes contains free liquids. Appendix A lists the various waste types and the appropriate testing protocol for each waste type.

Wastes that exceed acceptance limits, as defined in the protocols, will be rejected if these limits are regulatory in nature. If the protocol values exceeded are Mallard Ridge imposed, a case by case review will be made, and the waste could potentially be accepted dependent on waste volume and concentration of analyte. The waste can be re-sampled/analyzed and resubmitted if sample data appears irregular. All waste denials will be kept on file at Mallard Ridge RDF.

The specific waste types that comprise Categories A, B, and BIO are defined in Appendix A along with the specific analytical protocols, if applicable, and the disposal procedures proposed for each waste type. The various analytical protocols and waste acceptance limits are contained in Appendix B. The proposed disposal procedures are summarized in Appendix C. A Wisconsin Certified, or a laboratory that the Special Waste Manager finds acceptable for use will performs testing.

In some instances, not all analytical tests listed in the protocol will be run. For example, if the waste is a single spill from a known material, potentially the analysis may not be necessary. This is a case-by-case review, based upon the generator and waste type. In many cases, with remedial projects, testing is based upon contaminants found in the site investigation.

The acceptance limits contained in the analytical protocols (Appendix B) are based on the regulatory and Mallard Ridge requirements. Testing of solid materials can use totals analyses if the result is less than 20 times the TCLP regulatory level. Other parameters are based upon company policies, technical guidance, or social/economic concerns.

Normally the TCLP pesticides and herbicides are not tested, instead a certification from the generator is sufficient to exclude these parameters. When wastes are proposed for management with the potential for these compounds, testing is required.

Any waste stream which would individually constitute more than 5% of the sites design capacity, or would significantly affect leachate or gas quality or landfill operations would be submitted to the Department for review. Other waste streams that have additional environmental and/or social political concerns may be submitted to the Department for review.

All of the categories of wastes will be accounted for at the site at the time of acceptance. The scale ticket generated at time of disposal identifies the date, volume and waste type for each special waste received. Any special wastes that go through a transfer station are tracked separately.

All waste streams at Mallard Ridge RDF are evaluated for safety concerns of the workers. If OSHA Level D protective equipment is not sufficient to protect the workers, the waste will not be accepted, except those waste streams which require a limited level of protection such as dusty waste types and other regulated wastes.

4.0 WASTE CATEGORIES

4.1 CATEGORY A WASTES

Category A wastes normally require special analytical testing. Waste types, analytical protocols and handling procedures are identified in Appendix A. All Category A wastes require a Special Waste Profile Form and usually a laboratory report(s). Several of these waste codes require a more detailed discussion.

Waste Code A-01

Foundry sand is typically a suitable daily cover material. Foundry sand generators meeting the protocol Non-1 parameters will be approved internally for daily cover, provided the sieve analysis is less than 15% P200. Department approval will not be required for acceptance and beneficial reuse (daily cover) of the foundry sand. Sieve analysis will be completed as part of the renewal process, at a five-year interval.

Waste Code A-12

Category A-12 wastes are one of the wastes that may not require analytical testing. If the product has a Material Data Safety Sheet (MSDS) or other information that sufficiently characterizes the waste, this

data can be substituted for analytical testing requirements. If the MSDS does not contain sufficient information, the waste is rejected or testing would be required prior to a decision being made.

Waste Code A-14

Waste Code A-14 complies with ss 289.54, acceptance of dredge materials with PCB concentrations < 50 ppm or heavy metals. A public meeting will be scheduled, if requests are received by Mallard Ridge for dredge material disposal, as required prior to department issuing approval.

Two of the categories (A-25 and A-26) apply to generic approvals where the hauler who services multiple customers under a single waste application. The hauler is considered the generator of a multiple customer load. The hauler's customer certifies the waste non-hazardous on forms shown in Appendix D. The first new waste category is from basins (referred to as triple basins) located where equipment and/or vehicles are being maintained. Such activities could lead to contamination of the waste. As Mallard Ridge defines this category, only service industries, not manufacturing facilities, would be included. The most typical customers identified in this group are auto dealerships, but similar service industries may include equipment rental, laundries, etc. Manufacturing operations that operate separate vehicle maintenance operations would also be included. The second category is for basins that service exterior car washes, or storm sewers (which collect runoff from parking lots, streets, etc.).

For either category, the sizes of the basins are normally small. A service truck could potentially collect one to possibly more than 20 basins in each truckload. Due to the variability of these waste streams, the following management methods are proposed.

Waste Code A-25

The triple basin waste category would require the following screening steps prior to management of the wastes. These requirements would be conditions of acceptance.

- 1) The pumping service will be profiled. A composite sample will be collected from 10% of the existing customer base, and tested for Protocol B.
- 2) Each facility to be pumped will complete a form similar to Attachment 1 in Appendix D which identifies/certifies the facility, that the waste being collected from this facility does not include hazardous waste, and the types of hazardous wastes generated by the facility. This document would be on file at Mallard Ridge RDF for each generator.
- 3) An inspection of the sump by pumping contractor prior to pumping is required to ensure no evidence of contamination is present. The basin will not be pumped if contamination is observed (see Attachment 2 in Appendix D which outlines inspection).
- 4) For each facility, the collection of a discrete sample is performed, labeled and held. If the random composite sample (see condition 7) shows contamination, the discrete samples are then analyzed to identify the source of contamination.

- 5) Each pumping will have the customer logged showing the volume pumped from each site. The list of customers in the load will be provided to Mallard Ridge RDF (see Attachment 3 in Appendix D for an example). The list will be reviewed to ensure all customers are on file prior to unloading.
- 6) Each load, prior to acceptance, will have a fingerprint test performed for pH and flash point.
- 7) Random samples will be collected every 100,000 gallons and/or quarterly with the load being tested for a VOC scan and total metals for arsenic, cadmium, chromium and lead. The load from which the sample was collected will be held. If the waste is found unacceptable the hauler will remove the load. If testing shows acceptable results, the waste will be solidified.

Waste Code A-26

The second waste stream is from exterior car washes, and storm sewers. The conditions of acceptance for these wastes are as follows:

- 1) The pumping service would be profiled.
- 2) Each facility to be pumped will complete a form similar to Attachment 1 in Appendix D which identifies: the facility, that the waste being collected from this facility does not include hazardous waste, and the types of hazardous wastes generated by the facility. This document would be on file at Mallard Ridge RDF for each generator.
- 3) An inspection of the sump prior to pumping to ensure that no evidence of contamination is present. The sump will not be pumped if contamination is observed. (See Attachment 2 in Appendix D).
- 4) The collection of a discrete sample if a composite sample is collected (See condition 7).
- 5) Each pumping will have the customer logged showing the volume pumped from each site (see Attachment 3 in Appendix D for an example). The list of customers in the load will be provided to Mallard Ridge RDF.
- 6) The composite load as identified in condition number 7, prior to acceptance, will have a fingerprint test performed for pH and flash point.
- 7) Random samples will be collected every 500,000 gallons or annually with the load being tested for a VOC scan and total metals for arsenic, cadmium, chromium and lead. The load from which the sample was collected will be held. If the waste is found

unacceptable, the hauler will remove the load. If testing shows acceptable results, Mallard Ridge RDF will manage the waste.

Waste Code A-27

Category A-27 consists of unconsolidated materials utilized as alternative daily cover. This waste category would permit the use of these materials without the department issuing individual approvals. In order to use the material as daily cover, the following criteria must be met:

- 1) The material will be characterized by appropriate testing. (See Table I, Appendix A)
- 2) The material will not have received treatment prior to acceptance.
- 3) The material characterization will show that it is not a hot spot.

Other wastes from remedial activities may be accepted at Mallard Ridge under waste category A-23.

Untreated petroleum contaminated soil may be used as daily cover if all the following conditions are met:

- 1) The volume of untreated petroleum contaminated soil that is proposed to be used as daily cover does not exceed either the landfill's net daily cover needs or 12.5% of the annual volume of waste received by the landfill.
- 2) The use of untreated petroleum contaminated soil as daily cover will not impair operation of the landfill, cause windblown problems, ponding of storm water or other nuisance conditions.

When untreated petroleum contaminated unconsolidated material having an average organic compound concentration exceeding 250 mg/kg is received for co-disposal at Mallard Ridge, records of the following information shall be maintained:

- 1) The volume of materials received, the average organic compound concentration, the average benzene concentration, and the location for each site from which untreated petroleum contaminated soil is accepted.
- 2) The accumulated total pounds of organic compounds and accumulated pounds of benzene accepted in untreated petroleum contaminated soils.
- 3) The tonnage records of untreated petroleum contaminated soil accepted annually.

Petroleum contaminated soil which has been treated such that the concentrations of volatile organic compound contaminants in the soil does not exceed 250 mg/kg is not subject to waste code A27 requirements.

Waste Code A-28

Category A-28 consists of shredder fluff utilized as daily cover or as direct fill. Shredder fluff shall be sampled no less often than monthly. The monthly samples may be analyzed monthly or composited and analyzed quarterly for PCB's. Annually, a composite shredder fluff sample shall be analyzed for protocol NON-4 or B. Shredder fluff samples shall be representative of the shredder fluff pile and be stored in sealed containers made of inert material until analysis is performed. This waste category would permit the use of these materials without department issuing approvals. Generators not meeting this plan shall require WDNR review and approval. Mallard Ridge may employ a rolling average of the last 12 samples that were analyzed monthly or the last 4 samples that were analyzed quarterly. Mallard Ridge shall notify the Department of any samples that exceeded 50 PPM for PCBs or fails TCLP.

4.2 CATEGORY B WASTES

Category B wastes usually do not require laboratory analyses. These wastes are categorized by waste types (treated medical waste, etc.) Category B wastes are identified in Appendix A, which identifies waste types and handling procedures.

Off specification waste types in consumer packages that contain free liquids will be handled through co-disposal (Procedure A – Appendix C). Total waste volume must not exceed 10% of the average monthly leachate generation. Compliance calculations will be performed by an environmental engineer to support performance of the leachate collection system and maintained in the special waste file.

4.3 SOLIDIFIED WASTE (A-17)

Mallard Ridge has a licensed solid waste processing facility, license No. 3986, for the treatment of non-hazardous wastes containing free liquids. Category A-17 was created to managed these wastes.

Solidified waste will include the same testing protocols as the waste types to be solidified with the exception of testing for free liquids. Following the solidification process, the solidified wastes will be tested on a batch basis for free liquids. Treated wastes that pass the free liquids test will be landfilled. If the waste is an on-going waste, after the mixing recipe has been developed and batches of waste have been processed, the free liquids test may be discontinued if a visual observation shows no problem with free liquids.

4.4 BIOREMEDIATION

Presently, Mallard Ridge RDF manages the remediation of petroleum contaminated soil by means of the September 1995 approval for this processing operation, License No.03782. The analytical protocols for the acceptance of these soils are BIO 1-4. The protocols were developed using WDNR LUST Guidance and hazardous waste characterization requirements.

Throughout the review of numerous profiles, it has been shown that spills of these petroleum products do not test as hazardous. Mallard Ridge has identified a protocol, BIO-4 which would be for spills of pure products, which would not require testing.

The plan approval for processing petroleum contaminated soils required that the analytical data meet the LUST guidance requirements. Mallard Ridge recognizes that some analytical data does not meet the LUST requirements, however, it is not critical for bioremediation. The following conditions are identified where soils can be managed, without meeting all LUST requirements.

1. Sample volumes that fail to meet the volume requirements of the LUST program.
2. Samples that do not meet holding times.
3. Samples that do not meet temperature requirements for the LUST program.

As part of the BioSite process, microorganisms are grown in a bioreactor. The microorganisms are then sprayed upon the contaminated soils in our BioSite as part of the treatment process. As an ongoing practice a food source and water are routinely added to the bioreactor. Mallard Ridge is proposing to use underground storage tank excavation / purge water in the bioreactor. The concentrations of contaminants are expected to be low, but will supply a food source for the microorganisms. If the bioreactor is not operational, mainly due to weather, purge water will be solidified and added to the BioSite.

Additionally, GRO and DRO will not be required for petroleum contaminated soils accepted for bioremediation from Illinois remediation projects. Illinois does not require the testing and Republic Services, Inc. performs the post testing prior to beneficial reuse of the material according to permit requirements. Category A-16 tracks the waste that is beneficially reused at Mallard Ridge after treatment.

APPENDIX A

SPECIAL WASTE CATEGORIES

APPENDIX A - TABLE 1 WASTE CATEGORY A

<u>WASTE CODE AND NAME</u>	<u>ANALYTICAL PROTOCOL APPENDIX B</u>	<u>DISPOSAL OPERATION APPENDIX C</u>
A-01 Foundry Sand	Protocol NON 1	Procedure A or F
A-02 Industrial & Boiler Ash	Protocol NON 1	Procedure A
A-03 Ink Waste	Protocol A	Procedure A
A-04 Paint & Paint Sludges	Protocol A	Procedure A
A-05 Metal Treatment/Preparation Sludges	Protocol A	Procedure A
A-06 Grinding Sludges & Swarfs	Protocol B	Procedure A
A-07 Waste Glues & Adhesives	Protocol A	Procedure A
A-08 A Ceramic Production/Manufacturing Waste	Protocol NON 2	Procedure
A-09 Waste Water Treatment Wastes	Protocol A	Procedure A
A-10 Petroleum Contaminated Media and Debris from Remediations, Investigations, & Spills of a Known Source	Protocols D-1 thru D-4	Procedure A
A-11 Contaminated Media and Debris from Heavy Metals	Protocol NON 1	Procedure A
A-12 Disposal of a Single Chemical Substance	MSDS or Protocol A	Procedure A
A-13 Waste with an annual disposal volume Of 10 yards or less	Protocol B or other waste characterization	Procedure A
A-14 Dredge Material	Protocol NON 3	Procedure A
A-16 Bioremediated soils*	BIO-5	Procedure E
A-17 Solidified Wastes	Per the waste category Free liquids after solidification.	Procedure A
A-18 Industrial Process Waste	Protocol A	Procedure A

A-19	Pollution Control	Protocol A	Procedure
A	Waste		

A-20	Industrial Sludge	Protocol A	Procedure A
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*Material will not be profiled.

APPENDIX A - TABLE 1 WASTE CATEGORY A

<u>WASTE NUMBER AND NAME</u>		<u>ANALYTICAL PROTOCOL APPENDIX B</u>	<u>DISPOSAL OPERATION APPENDIX C</u>
A-21	Petroleum Contaminated Media and Debris from Remediations, Investigations, & Spills of a Known Source	Protocol BIO 1-4	Procedure G
A-22	Car Wash Grit and storm sewers (External Vehicle Washing)	None	Procedure A
A-23	Remedial Projects, investigative wastes, Spill Cleanup	Protocol B, or other remedial characterization from a Regulatory Authority familiar With the project	Procedure A
A-24	All other Non-Municipal Wastes	Protocol A	Procedure A
A-25 A	Triple Basin Wastes – Hauler is Generator	Protocol B	Procedure
A-26	Exterior Car Wash and Storm Sewers – Hauler is generator	None	Procedure A
A-27	Soils and Residues from remedial Activities	Protocol B, or other remedial characterization program	Procedure A or F
A-28	Auto Shredder Fluff	Protocol Non-4	Procedure F

Note: The Bio-5 protocol (GRO, and DRO) is performed on treated Bio sites to document treatment. Bio-4 is a self certification by the generator for small spills of pure petroleum products.

APPENDIX A - TABLE 2
WASTE CATEGORY B

<u>WASTE NUMBER AND NAME</u>		<u>DISPOSAL OPERATION APPENDIX C</u>
B-01	Asbestos Containing Materials	Procedure B
B-02	Hospital Waste/Non-infectious	Procedure D
B-04	Commercial equipment which is no longer used	Procedure A
B-06	Bulked Generic, Off Specification or Outdated, Non-Hazardous Virgin Products	Procedure A

APPENDIX B

ANALYTICAL TESTING PROTOCOLS

SUMMARY OF SPECIFIC ACCEPTANCE LIMITS

PROTOCOL A

PROTOCOLACCEPTANCE LIMITS

pH	$2.0 \leq \text{pH} \leq 12.5$
Total Solids	no limit
Free Liquids	0% free liquids (paint filter test)
Flash Point	$\geq 140^\circ \text{F}$
Arsenic	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Barium	TCLP extraction procedure $< 100.0 \text{ mg/l}$
Cadmium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Chromium	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Lead	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Mercury	TCLP extraction procedure $< 0.2 \text{ mg/l}$
Selenium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Silver	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Chlorine	$< 1.0\% ^*$
Reactive Sulfide	$< 200.0 \text{ mg/l}$
Phenol	TCLP extraction procedure $< 2000 \text{ mg/l}$
Reactive Cyanide	$< 200.0 \text{ mg/l}$
Benzene	TCLP extraction procedure $< 0.5 \text{ mg/l}$
Carbon Tetrachloride	TCLP extraction procedure $< 0.5 \text{ mg/l}$
Chlorobenzene	TCLP extraction procedure $< 100.0 \text{ mg/l}$
Chloroform	TCLP extraction procedure $< 6.0 \text{ mg/l}$
o-Cresol	TCLP extraction procedure $< 200.0^2 \text{ mg/l}$
m-Cresol	TCLP extraction procedure $< 200.0^2 \text{ mg/l}$
p-Cresol	TCLP extraction procedure $< 200.0^2 \text{ mg/l}$
1,4-Dichlorobenzene	TCLP extraction procedure $< 7.5 \text{ mg/l}$
1,2-Dichloroethane	TCLP extraction procedure $< 0.5 \text{ mg/l}$
1,1-Dichloroethylene	TCLP extraction procedure $< 0.7 \text{ mg/l}$
2,4-Dinitrotoluene	TCLP extraction procedure $< 0.13^1 \text{ mg/l}$
Hexachlorobenzene	TCLP extraction procedure $< 0.13^1 \text{ mg/l}$
Hexachloro-1,3-butadiene	TCLP extraction procedure $< 0.5 \text{ mg/l}$
Hexachloroethane	TCLP extraction procedure $< 3.0 \text{ mg/l}$
Methyl Ethyl Ketone	TCLP extraction procedure $< 200.0 \text{ mg/l}$
Nitrobenzene	TCLP extraction procedure $< 2.0 \text{ mg/l}$
Pentachlorophenol	TCLP extraction procedure $< 100.0 \text{ mg/l}$
Pyridine	TCLP extraction procedure $< 5.0^1 \text{ mg/l}$
Tetrachloroethylene	TCLP extraction procedure $< 0.7 \text{ mg/l}$
Trichloroethylene	TCLP extraction procedure $< 0.5 \text{ mg/l}$
2,4,5-Trichlorophenol	TCLP extraction procedure $< 400.0 \text{ mg/l}$
2,4,6-Trichlorophenol	TCLP extraction procedure $< 2.0 \text{ mg/l}$
Vinyl Chloride	TCLP extraction procedure $< 0.2 \text{ mg/l}$

*If chlorine is $\geq 1\%$, the following compounds must be analyzed using test methods 8010B, 8021A, 8240B or 8260A

tetrachloroethylene
trichloroethylene
methylene chloride
1,1,1-trichloroethane
carbon tetrachloride
chloroform
ortho-dichlorobenzene
dichlorodifluoromethane
1,1,2 trichloro - 1,2,2 trifluoroethane
trichlorofluoromethane
1,1 dichloroethylene
1,2 dichloroethylene

If any combination of the above halogenated compounds concentration exceeds 1% or (10,000 ppm) on a weight to weight basis the waste is a F500 listed hazardous waste.

- 1 Quantification limit is greater than the calculated regulatory level. The quantification limit, therefore, becomes the regulatory level.
- 2 If o.m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals analysis is not over 20 times the acceptance limit, no extraction is required.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL B

PROTOCOLACCEPTANCE LIMITS

pH	$2.0 \leq \text{pH} \leq 12.5$
Total Solids	no limit
Free Liquids	0% free liquids (paint filter test)
Flash Point	$\geq 140^\circ \text{F}$
Arsenic	TCLP extraction procedure < 5.0 mg/l
Barium	TCLP extraction procedure < 100.0 mg/l
Cadmium	TCLP extraction procedure < 1.0 mg/l
Chromium	TCLP extraction procedure < 5.0 mg/l
Lead	TCLP extraction procedure < 5.0 mg/l
Mercury	TCLP extraction procedure < 0.2 mg/l
Selenium	TCLP extraction procedure < 1.0 mg/l
Silver	TCLP extraction procedure < 5.0 mg/l
Chlorine	< 1.0%*
Reactive Sulfide	< 200.0 mg/l
PCB's	< 50.0 ppm
Phenol	TCLP extraction procedure < 2000 mg/l
Reactive Cyanide	< 200.0 mg/l
Benzene	TCLP extraction procedure < 0.5 mg/l
Carbon Tetrachloride	TCLP extraction procedure < 0.5 mg/l
Chlorobenzene	TCLP extraction procedure < 100.0 mg/l
Chloroform	TCLP extraction procedure < 6.0 mg/l
o-Cresol ¹	TCLP extraction procedure < 200.0 ² mg/l
m-Cresol	TCLP extraction procedure < 200.0 ² mg/l
p-Cresol	TCLP extraction procedure < 200.0 ² mg/l
1,4-Dichlorobenzene	TCLP extraction procedure < 7.5 mg/l
1,2-Dichloroethane	TCLP extraction procedure < 0.5 mg/l
1,1-Dichloroethylene	TCLP extraction procedure < 0.7 mg/l
2,4-Dinitrotoluene	TCLP extraction procedure < 0.13 ¹ mg/l
Hexachlorobenzene	TCLP extraction procedure < 0.13 ¹ mg/l
Hexachloro-1,3-butadiene	TCLP extraction procedure < 0.5 mg/l
Hexachloroethane	TCLP extraction procedure < 3.0 mg/l
Methyl Ethyl Ketone	TCLP extraction procedure < 200.0 mg/l
Nitrobenzene	TCLP extraction procedure < 2.0 mg/l
Pentachlorophenol	TCLP extraction procedure < 100.0 mg/l
Pyridine	TCLP extraction procedure < 5.0 ¹ mg/l
Tetrachloroethylene	TCLP extraction procedure < 0.7 mg/l
Trichloroethylene	TCLP extraction procedure < 0.5 mg/l
2,4,5-Trichlorophenol	TCLP extraction procedure < 400.0 mg/l
2,4,6-Trichlorophenol	TCLP extraction procedure < 2.0 mg/l
Vinyl Chloride	TCLP extraction procedure < 0.2 mg/l

*If chlorine is $\geq 1\%$, the following compounds must be analyzed using test methods 8021A, 8240B or 8260A

tetrachloroethylene
trichloroethylene
methylene chloride
1,1,1-trichloroethane
carbon tetrachloride
chloroform
ortho-dichlorobenzene
dichlorodifluoromethane
1,1,2 trichloro - 1,2,2 trifluoroethane
trichlorofluoromethane
1,1 dichloroethylene
1,2 dichloroethylene

If any combination of the above halogenated compounds concentration exceeds 1% or (10,000 ppm) on a weight to weight basis the waste is a F500 listed hazardous waste.

1 Quantification limit is greater than the calculated regulatory level. The quantification limit, therefore becomes the regulatory level.

2 If o.m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the total is not over 20 times the acceptance limit, no extraction is required.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-1

Soils contaminated with known petroleum products from underground storage tanks subject to 40 CFR 280 Regulations.

Example: leaded gasoline, unleaded gasoline, aviation gasoline, diesel, fuel oil #1, 2, 4 & 6 or crude oil, lube oil

PROTOCOL

ACCEPTANCE LIMITS

Lead

TCLP extraction procedure <5.0 mg/l¹

Benzene

TCLP extraction procedure <.5 ppm¹

GRO (for all gasolines, mineral spirits,
Stoddard solvent, texsolve, naphtha)

} total for both DRO & GRO < 2,000 ppm

DRO (for diesel, jet fuel, Kerosene #1,
#2 and #4, fuel oil crude oil, lube oil)

- 1 For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥20 times regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280. Lead test is only required for gasoline.
- 2 The average organic compound concentration for untreated petroleum contaminated material is generally measured by diesel range organics (DRO) gasoline range organic (GRO), volatile organics (VOC), or polycyclic aromatic hydrocarbons (PAHs), alone or in combination.
- 3 For untreated contaminated unconsolidated material which is the result of a remediation conducted under chapters 700 to 736, or a remediation conducted in another state under the laws of that state.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-2

Soils contaminated with waste oil or unknown petroleum products from underground storage tanks subject to 40 CFR 280

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
Lead	TCLP extraction procedure <5.0 mg/l ¹
Cadmium	TCLP extraction procedure <1.0 mg/l ¹
Reactive Cyanide	<200.0 mg/l ²
Reactive Sulfide	<200.0 mg/l ³
GRO(unknown petroleum)	} total for both DRO & GRO < 2,000 ppm
DRO (unknown petroleum/waste oil)	

- 1 For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥ 20 times limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280.
- 2 For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.
- 3 For facilities which purchased metal cutting oils or performed metal finishing.
- 4 The average organic compound concentration for untreated petroleum contaminated material is generally measured by diesel range organics (DRO) gasoline range (GRO), petroleum volatile organics (PVOC), or polycyclic aromatic hydrocarbons (PAHs), alone or in combination.
- 5 For untreated contaminated unconsolidated material which is the result of a remediation conducted under chapters 700 to 736, or a remediation conducted state under the laws of that state.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-3

Soils contaminated with new petroleum products from spills or above ground tanks
Example: leaded gasoline, unleaded gasoline, aviation gasoline, diesel, fuel oil #1, 2, 4 & 6 or crude oil, lube oil

PROTOCOL

ACCEPTANCE LIMITS

Lead

TCLP extraction procedure < 5.0 mg/l¹

Benzene

TCLP extraction procedure < 0.5 mg/l¹

GRO (for all gasolines, mineral spirits,
Stoddard solvent, texsolve, naphtha)

} total for both DRO & GRO < 2,000 ppm

DRO (for diesel, jet fuel, Kerosene #1,
#2 and #4, fuel oil crude oil, lube oil)

- 1 For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥20 times regulatory limit, the TCLP extraction is required. Lead test to be performed on leaded gasoline, or unknown petroleum containing tank.
- 2 The average organic compound concentration for untreated petroleum contaminated material is generally measured by diesel range organics (DRO) gasoline range organic (GRO), volatile organics (VOC), or polycyclic aromatic hydrocarbons (PAHs), alone or in combination.
- 3 For untreated contaminated unconsolidated material which is the result of a remediation conducted under chapters 700 to 736, or a remediation conducted in another state under the laws of that state.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-4

Soils contaminated with waste oil or petroleum from above ground tanks or spills.

PROTOCOLACCEPTANCE LIMITS

Lead	TCLP extraction procedure <5.0 mg/l ¹
Cadmium	TCLP extraction procedure <1.0 mg/l ¹
Benzene	TCLP extraction procedure <.5 ppm ¹
Chlorine	< 1.0%*
Reactive Cyanide	<200.0 mg/l ²
Reactive Sulfide	<200.0 mg/l ³
PCB's	<50 ppm
Average organic concentration	<=2000 mg/kg ^{4&5}

*If chlorine is $\geq 1\%$, the following compounds must be analyzed using test methods 8021A, 8240B or 8260A

tetrachloroethylene
trichloroethylene
methylene chloride
1,1,1-trichloroethane
carbon tetrachloride
chloroform
ortho-dichlorobenzene
dichlorodifluoromethane
1,1,2 trichloro - 1,2,2 trifluoroethane
trichlorofluoromethane
1,1 dichloroethylene
1,2 dichloroethylene

If any combination of the above halogenated compounds concentration exceeds 1% or (10,000 ppm) on a weight to weight basis the waste is a F500 listed hazardous waste.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the total is not over 20 times the acceptance limit, no extraction is required.

- 1 Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.
- 2 For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.
- 3 For facilities which purchased metal cutting oils or performed metal finishing.
- 4 The average organic compound concentration for untreated petroleum contaminated material is generally measured by diesel range organics (DRO) gasoline range organic (GRO), petroleum volatile organics (PVOC), or polycyclic aromatic hydrocarbons (PAHs), alone or in combination.
- 5 For untreated contaminated unconsolidated material which is the result of a remediation conducted under chapters 700 to 736, or a remediation conducted in another state under the laws of that state

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 1

Foundry sand, industrial/boiler ash and contaminated media/debris from heavy metals.

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
pH	$2.0 \leq \text{pH} \leq 12.5$
Specific Gravity	no limit
Total Solids	no limit
Free Liquids	0% free liquids (paint filter test)
Flash Point	$\geq 140^{\circ} \text{F}$
Arsenic	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Barium	TCLP extraction procedure $< 100.0 \text{ mg/l}$
Cadmium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Chromium	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Lead	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Mercury	TCLP extraction procedure $< 0.2 \text{ mg/l}$
Nickel	TCLP extraction procedure $< 35.0 \text{ mg/l}$
Selenium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Silver	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Reactive Sulfide	$< 200.0 \text{ ppm}$
Phenol	TCLP extraction procedure $< 2000 \text{ mg/l}$
Reactive Cyanide	$< 200.0 \text{ ppm}$

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals is not over 20 times the acceptance limit, no extraction is required.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 2
Ceramic Manufacturing Waste.

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
pH	$2.0 \leq \text{pH} \leq 12.5$
Specific Gravity	no limit
Total Solids	no limit
Free Liquids	0% free liquids (paint filter test)
Flash Point	$\geq 140^{\circ} \text{F}$
Arsenic	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Barium	TCLP extraction procedure $< 100.0 \text{ mg/l}$
Cadmium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Chromium	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Lead	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Mercury	TCLP extraction procedure $< 0.2 \text{ mg/l}$
Nickel	TCLP extraction procedure $< 35.0 \text{ mg/l}$
Selenium	TCLP extraction procedure $< 1.0 \text{ mg/l}$
Silver	TCLP extraction procedure $< 5.0 \text{ mg/l}$
Reactive Sulfide	$< 200.0 \text{ ppm}$
PCB's	$< 50.0 \text{ ppm}$
Phenol	TCLP extraction procedure $< 2000 \text{ mg/l}$
Reactive Cyanide	$< 200.0 \text{ ppm}$

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the total is not over 20 times the acceptance limit, no extraction is required.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 3 Dredge Material.

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
pH	$2.0 \leq \text{pH} \leq 12.5$
Total Solids	no limit
Free Liquids	0% free liquids (paint filter test)
Arsenic	TCLP extraction procedure < 5.0 mg/l
Barium	TCLP extraction procedure < 100.0 mg/l
Cadmium	TCLP extraction procedure < 1.0 mg/l
Chromium	TCLP extraction procedure < 5.0 mg/l
Lead	TCLP extraction procedure < 5.0 mg/l
Mercury	TCLP extraction procedure < 0.2 mg/l
Nickel	TCLP extraction procedure < 35.0 mg/l
Selenium	TCLP extraction procedure < 1.0 mg/l
Silver	TCLP extraction procedure < 5.0 mg/l
PCB's	< 50 ppm
Phenol	TCLP extraction procedure < 2000 mg/l
Chlordane	TCLP extraction procedure < 0.03 mg/l
Endrin	TCLP extraction procedure < 0.02 mg/l
Heptachlor	TCLP extraction procedure < 0.008 mg/l
Lindane	TCLP extraction procedure < 0.4 mg/l
Methoxychlor	TCLP extraction procedure < 10.0 mg/l
Toxaphene	TCLP extraction procedure < 0.5

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals is not over 20 times the acceptance limit, no extraction is required.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 4 Auto Shredder Fluff.

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
pH	$2.0 \leq \text{pH} \leq 12.5$
Reactive Sulfide	< 200.0 ppm
Reactive Cyanide	< 200.0 ppm
Arsenic	TCLP extraction procedure < 5.0 mg/l
Barium	TCLP extraction procedure < 100.0 mg/l
Cadmium	TCLP extraction procedure < 1.0 mg/l
Chromium	TCLP extraction procedure < 5.0 mg/l
Lead	TCLP extraction procedure < 5.0 mg/l
Mercury	TCLP extraction procedure < 0.2 mg/l
Nickel	TCLP extraction procedure < 35.0 mg/l
Selenium	TCLP extraction procedure < 1.0 mg/l
Silver	TCLP extraction procedure < 5.0 mg/l
PCB's	< 50 ppm

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the total is not over 20 times the acceptance limit, no extraction is required.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
9. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-1

Underground storage tanks, aboveground storage tanks, or spills containing known products.
Example: leaded gasoline, unleaded gasoline, aviation gasoline, diesel, fuel oil #1, 2, 4 & 6 or crude oil, lube oil

PROTOCOL

ACCEPTANCE LIMITS

Lead	TCLP extraction procedure <5.0 mg/l
Benzene	No limit
GRO (for all gasolines, mineral spirits, stoddard solvent, texsolve, naphtha)	No limit
DRO (for diesel, jet fuel, kerosene, #1, 2, 4 or #6 fuel oil, crude oil, lube oil)	No limit

1. For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥ 20 times regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280. Lead test is only required for gasoline.

Initial DRO and GRO lab analysis are not required for petroleum contaminated soils from Illinois remediation projects. Post testing is performed by Republic Services, Inc., as required by permit.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-2

Soils contaminated with waste oil or unknown petroleum products from underground storage tanks subject to 40 CFR 280

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
Lead	TCLP extraction procedure <5.0 mg/l ¹
Cadmium	TCLP extraction procedure <1.0 mg/l ¹
Reactive Cyanide	≤200.0 ppm ²
Reactive Sulfide	≤200.0 ppm ³
GRO (unknown petroleum)	No limit
DRO (unknown petroleum) (waste oil)	No limit

- 1 For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280.
- 2 For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.
- 3 For facilities which purchased metal cutting oils or performed metal finishing.

Initial DRO and GRO lab analysis are not required for petroleum contaminated soils from Illinois remediation projects. Post testing is performed by Republic Services, Inc., as required by permit.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-4

Soils contaminated with waste oil/petroleum

PROTOCOL	ACCEPTANCE LIMITS
Lead	TCLP extraction procedure <5.0 mg/l ¹
Cadmium	TCLP extraction procedure <1.0 mg/l ¹
Benzene	TCLP extraction procedure <.5 ppm ¹
Chlorine	< 1.0%*
Reactive Cyanide	<200.0 mg/l ²
Reactive Sulfide	<200.0 mg/l ³
PCB's	<50 ppm
DRO (Kerosene, Lube Oil, #2, 4, 6 Fuel Oil, Crude Oil, Diesel, Jet Fuels)	no limit
GRO (Gasoline, Mineral Spirits, Stoddard Solvent, etc.)	no limit

*If chlorine is $\geq 1\%$, the following compounds must be analyzed using test methods 8021A, 8240B or 8260A

tetrachloroethylene
trichloroethylene
methylene chloride
1,1,1-trichloroethane
carbon tetrachloride
chloroform
ortho-dichlorobenzene
dichlorodifluoromethane
1,1,2 trichloro - 1,2,2 trifluoroethane
trichlorofluoromethane
1,1 dichloroethylene
1,2 dichloroethylene

If any combination of the above halogenated compounds concentration exceeds 1% or (10,000 ppm) on a weight to weight basis the waste is a F500 listed hazardous waste.

- 1 Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.
- 2 For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.
- 3 For facilities which purchased metal cutting oils or performed metal finishing.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals are not over 20 times the acceptance limit, no extraction is required.

Initial DRO and GRO lab analysis are not required for petroleum contaminated soils from Illinois remediation projects. Post testing is performed by Republic Services, Inc., as required by permit.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS**PROTOCOL BIO-5**

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
GRO	<250 ppm
DRO	<250 ppm

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

APPENDIX C

WASTE HANDLING PROCEDURES

APPENDIX C

WASTE HANDLING PROCEDURES

DISPOSAL OPERATIONS

- Procedure A Co-disposal. No waste to be placed within 10 feet of base or sidewall granular blanket.
- Procedure B Excavate trench into existing waste.
Unload waste into trench.
Cover with three feet of existing refuse prior to compaction.
Trenches are to be greater than 50 feet from perimeter of the fill area, and greater than 10 feet from base and sidewall granular blanket.
- Procedure C Co-disposal. Cover immediately with lift or refuse upon receipt. No waste to be placed within 10 feet of base or sidewall granular blanket.
- Procedure D Co-disposal. No waste placed within 10 feet of granular blanket nor 50 feet from outside slope.
- Procedure E Soil with concentrations < 10 ppm DRO and GRO can be used as intermediate cover, screening berm or root zone on exterior slopes. GRO/DRO less than 250 ppm are to be used as daily cover, berm, road bases, etc. used on interior slopes.
- Procedure F Use as alternative daily cover.
- Procedure G Bioremediation.

Appendix D

Waste Code A-25 and A-26 Attachments 1 – 3

This statement is to be completed by the generator and maintained at the receiving facility as part of the operating record.

Multi-Stop Generator Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

1. The amount of waste (covered by this Multi-Stop Certification) generated _____ gallons.
2. Is the waste shipped under this Multi-Stop Certification mixed with any hazardous waste or any industrial wastes or wastewater. No _____ Yes _____
3. Type of Basin: Storm: _____ Exterior Car Wash: _____ Triple Basin: _____

If triple basin go to number 4, if not go to number 5.

4. Are hazardous waste generated at this facility (per 40 CFR 260.10)?
No _____ Yes _____

If yes list below:

Hazardous Waste

Hazardous Waste Code

5. The sample collected from this site will be taken, sealed and held for analysis should the load arriving at the facility test positive for hazardous characteristics. If there is a positive test, each individual sample of the load will be analyzed and the generator responsible for the contamination of the entire load will be held responsible for all costs and significant penalties with respect to that load.

Generator Facility Name and Address:

Signature of Generator

Printed Name and Title

SIC Code: _____

Date: _____

Procedure for Catch Basin Cleaning

All customers must follow the procedures below when pumping and cleaning any catch basin or triple basin.

1. When arriving on-site, review the area around the catch basin for potential chemicals that might contaminate the basin.
2. Visually inspect the catch basin and have the generator sign the Attachment declaration on hazardous waste practices and sample collection. Pull one (1) quart glass jar and collect a grab sample of the basin. Make sure sample is representative of all phases (liquid and solid). Mark and seal sample, fill out chain of custody and place sample in the cooler.
3. If there is any question or doubt about possible contamination of the basin DO NOT PUMP onto truck until authorized by your immediate supervisor. Call in and your supervisor will discuss the situation with the generator before authorizing pumping.
4. Make sure all paper work is signed, Attachment A is signed and you have a completed the Bill of lading Multi-Stop Trip Log.

Bill of Lading and Multi-Stop Trip Log

Page _____ of _____

Generator / Hauler Information	
Name: _____	Waste Name: _____
Street: _____	IEPA Gen #: _____
City: _____	Permit #: _____
State: _____ Zip: _____	Metro: _____
Phone: _____	Contact Name: _____

DOT Certificate Statement	
This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.	
DOT Shipping Name: _____	
DOT Hazard Class: _____	DOT I.D. #: _____

Driver Information: <i>Start</i>	Driver Information: <i>End</i>
Signature: _____	Signature: _____
Name(print): _____	Name(print): _____

Consignee Information	
Consignee: _____	Address: _____
Manifest Number: _____	Gallons Received: _____
Name: _____	Signature: _____ Date: _____

Customer Information	
Name: _____	Volume(gals): _____
Street: _____	Cumulative Volume (gals): _____
City: _____	Waste Name: _____
State: _____ Zip: _____	Business Type: _____
Manifest #: _____	Metro Ticket #: _____
Contact: _____	Signature: _____ Date: _____

Customer Information	
Name: _____	Volume(gals): _____
Street: _____	Cumulative Volume (gals): _____
City: _____	Waste Name: _____
State: _____ Zip: _____	Business Type: _____
Manifest #: _____	Metro Ticket #: _____
Contact: _____	Signature: _____ Date: _____

CNOTA / TRUSSLER CLAY BORROW AREA PARCELS

TAX PARCEL D-9-3B

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 1325.70 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2;
THENCE S 00DEG 00MIN 30SEC E, ALONG THE WEST LINE OF SAID EAST 1/2, 1343.97 FEET TO THE PLACE OF BEGINNING; THENCE S 89DEG 06MIN 48SEC E, 409.33 FEET; THENCE S 05DEG 22MIN 48SEC W, 219.00 FEET; THENCE N 84DEG 45MIN 42SEC E, 126.73 FEET; THENCE S 04DEG 15MIN 42SEC W, 164.90 FEET; THENCE WEST, 16.16 FEET; THENCE S 37DEG 49MIN 48SEC W, 99.51 FEET; THENCE SOUTH 375.47 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG 40MIN 54SEC W, ALONG SAID CENTERLINE, 306.62 FEET; THENCE N 00DEG 00MIN 30SEC W, 601.64 FEET; THENCE N 89DEG 06MIN 48SEC W, 150.02 FEET; THENCE N 00DEG 00MIN 30SEC W, 91.50 FEET TO THE PLACE OF BEGINNING. CONTAINING 28.05 ACRES OF LAND MORE OR LESS

TAX PARCEL D-9-3A

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 600.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE S 89DEG 27MIN 20SEC W, ALONG SAID NORTH LINE 725.70 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE S 00DEG 00MIN 30SEC E, ALONG THE WEST LINE OF SAID EAST 1/2, 1324.97 FEET; THENCE S 89DEG 06MIN 48SEC E, 409.33 FEET; THENCE S 05DEG 22MIN 48SEC W, 219.00 FEET; THENCE N 84DEG 45MIN 42SEC E, 126.73 FEET; THENCE S 04DEG 15MIN 42SEC W, 164.90 FEET; THENCE WEST, 16.16 FEET; THENCE S 37DEG 49MIN 48SEC W, 99.51 FEET; THENCE SOUTH 375.47 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE S 63DEG 40MIN 54SEC E, ALONG SAID CENTERLINE 334.68 FEET; THENCE NORTH PARALLEL WITH AND 600 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4, 429.59 FEET; THENCE N 24DEG 10MIN 12SEC E, 188.49 FEET; THENCE N 04DEG 42MIN 24SEC E, 149.93 FEET; THENCE N 30DEG 00MIN 30SEC W, 178.50 FEET TO A POINT LOCATED 600 FEET WEST OF THE EAST LINE OF SAID NW 1/4;

EXHIBIT G

CLAY BORROW AREAS

MCHA LLC CLAY BORROW AREA PARCEL

TAX PARCEL BD - 10 - 5

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SW 1/4 AND NW 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE S 01DEG 33MIN 18SEC E, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10, 1402.48 FEET TO A POINT 40 FEET NORTH OF THE NORTHERLY LINE OF STATE TRUNK HIGHWAY "11"; THENCE N 76DEG 21MIN 25SEC W, 544.07 FEET PARALLEL WITH SAID STATE HIGHWAY; THENCE N 01DEG 10MIN 59SEC W, 357.24 FEET; THENCE N 88DEG 11MIN 41SEC W, 152.69 FEET; THENCE N 00DEG 29MIN 20SEC W, 1135.31 FEET; THENCE N 29DEG 11MIN 24SEC E, 208.01 FEET; THENCE N 13DEG 24MIN 41SEC E, 259.40 FEET; THENCE N 41DEG 14MIN 41SEC E, 216.40 FEET; THENCE N 66DEG 08MIN 41SEC E, 358.20 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S 01DEG 41MIN 19SEC E, 965.53 FEET TO THE POINT OF BEGINNING. CONTAINING 30.00 ACRES OF LAND MORE OR LESS.

VOSKUIL CLAY BORROW AREA PARCEL

TAX PARCEL BD - 7 - 3

LEGAL DESCRIPTION

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWN 2 NORTH, RANGE 15 EAST, WALWORTH COUNTY, WISCONSIN, EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST, 460.00 FEET; THENCE SOUTH, 420.00 FEET; THENCE WEST 460.00 FEET; THENCE NORTH, 420.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH, 1424.83 FEET TO THE PLACE OF BEGINNING. CONTAINING 29 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 300.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID NW 1/4, 1544.51 FEET; THENCE N 68DEG 42MIN 23SEC W, 322.06 FEET; THENCE NORTH, 1424.71 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE N 89DEG 27MIN 20SEC E, ALONG SAID NORTH LINE, 300 FEET TO THE POINT OF BEGINNING. CONTAINING 10.2 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 89DEG 27MIN 20SEC W, ALONG THE NORTH LINE OF SAID SECTION, 300.00 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID NW 1/4, 1544.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, 936.74 FEET TO THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG 40MIN 54SEC W, ALONG SAID CENTERLINE, 334.68 FEET; THENCE NORTH, 429.59 FEET; THENCE N 24DEG 10MIN 12SEC E, 188.49 FEET; THENCE N 04DEG 42MIN 24SEC E, 149.93 FEET; THENCE N 30DEG 00MIN 30SEC W, 178.50 FEET; THENCE S 68DEG 42MIN 23SEC E, 322.06 FEET TO THE POINT OF BEGINNING. CONTAINING 5.7 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3C

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 00DEG 00MIN 20SEC W, 1550.03 FEET; THENCE N 89DEG 33MIN 26SEC W, 299.98 FEET; THENCE N 00DEG 00MIN 27SEC E, 1544.51 FEET;

THENCE N 89DEG 52MIN 29SEC E, 300 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.7 ACRES OF LAND MORE OR LESS.

TAX PARCEL D-9-3C

LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN
2 NORTH, RANGE 15 EAST DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;
THENCE S 00DEG 00MIN 20SEC W, 1550.03 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE S 00DEG 00MIN 20SEC W, 1082.59 FEET TO
THE CENTERLINE OF STATE TRUNK HIGHWAY "11"; THENCE N 63DEG
22MIN 45SEC W, 334.68 FEET; THENCE N 00DEG 00MIN 27SEC E, 936.74 FEET;
THENCE S 89DEG 33MIN 26SEC E, 299.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.7 ACRES OF LAND MORE OR LESS.

EXHIBIT G-1

CLAY BORROW AREAS CONDITIONS

1. The time limits for the completion of all Clay Borrow Activities at the Clay Borrow Areas shall be as follows:

Voskuil Clay Borrow Area Parcel - Five years after the date of the Mallard Ridge Landfill Southern Expansion Negotiated Agreement.

MCHA LLC Clay Borrow Area Parcel – Five years after the date the DNR approves the clay borrow soil characterization report for the clay soil located on this parcel.

CNOTA/Trussler Clay Borrow Area Parcels – The date the DNR certifies the closure of the Active Fill Area.

2. Implementation of dust and noise control measures shall occur at all times Clay Borrow Activities are conducted at the Clay Borrow Areas.
3. The Operator shall conduct Clay Borrow Activities in a logical sequence consisting of phases of excavation and restoration that are in compliance with the Town's Construction Site Erosion Control Ordinance, provided, however, that the Operator shall not be required to pay any fees under the Town's Construction Site Erosion Control Ordinance because the applicability of all said fees are waived.
4. Restoration must occur in conjunction with excavation so as to limit the area of disturbance.
5. Prior to commencement of excavation at any Clay Borrow Area, Operator shall submit a performance bond ensuring the proper restoration of said Clay Borrow Area. The form of the performance bond shall be acceptable to the Town.
6. Clay Borrow Activities shall only be conducted between 6:30 a.m. and 6:00 p.m. Monday through Friday and between 6:30 a.m. and 12:30 p.m. on Saturday. The Operator shall be permitted to warm up equipment and vehicles beginning at 6:00 a.m., Monday through Saturday. No Clay Borrow Activities shall be conducted on holidays.
7. State Highway 11 shall be used for road access to the Clay Borrow Areas. Before commencing Clay Borrow Activities at a Clay Borrow Area, Operator shall get a driveway permit from the Wisconsin Department of Transportation. Operator shall restore any Town road that is damaged because of Clay Borrow Activities at the Clay Borrow Areas, provided, however that the Operator shall not be obligated to restore any state highway located in the Town. Operator shall police and remove any dirt or clay on Town roads caused by Clay Borrow Activities at the Clay Borrow Areas.

8. No storage of chemicals and petroleum products shall occur at the Clay Borrow Areas.
9. Any additional office/trailer or structures shall obtain approved zoning and sanitary permits.
10. No materials shall be brought in from off site other than those materials specified in the clay operational plans for the Clay Borrow Areas.
11. All topsoil removed during Clay Borrow Activities must remain on site for use in restoration. All topsoil shall be regraded evenly on the disturbed area. All clay removed shall be stored at the Mallard Ridge Landfill property.
12. All site dewatering shall be conducted so as to prevent sedimentation outside of the Clay Borrow Areas. A site may not be dewatered until all sediment has settled in the open water area of the pit.
13. Setbacks shall be at least 25 feet from property boundaries and road right of ways.
14. The Operator shall provide the Town with the name and telephone number of the person responsible for maintaining erosion control at each Clay Borrow Area.
15. In conducting Clay Borrow Activities at the Clay Borrow Areas, Operator shall comply with the Nonmetallic Mining Reclamation Ordinance for Walworth County.

EXHIBIT H

WELL TESTING

In addition to the wells subject to background testing and groundwater monitoring as required by the DNR, the Operator shall conduct the following well sampling program on the wells located on the following properties currently occupied by:

1. Bill Lenz - Monitoring Well PW2U
2. Jake Greidanus - Monitoring Wells PW21H
3. Edna Evans - Monitoring Well PW40
4. Bob Koehl - Monitoring Well PW23I
5. Darus Springler - Monitoring Well PW20W
6. Daniel and Cheryl Frazier - Monitoring Well PW27
7. Dwight and Judy Davis - Monitoring Well PW28
8. Greidanus Farm - Monitoring Well PW26
9. _____
10. _____
11. _____
12. _____

In addition, Turtle Creek shall be tested at its intersections with Klug Road and State Highway 11. The results of all such testing shall be provided (one each) to the Town Board, Standing Committee and the property owner in question.

1. Well Sampling. Upon receipt of written permission of the respective property owners and occupants (if not owner occupied) in a form acceptable to the Operator, the Operator shall sample the water supply wells identified above for the purpose of determining the water quality of well water in said wells. The first tests shall be commenced within three (3) months after the Operator commences accepting Solid Waste in the Active Fill Area and shall be repeated annually thereafter until 40 years after Final Closure. In the event that the owner(s) or user(s) of any well so identified refuse 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. The results shall be promptly furnished, upon receipt by the Operator, to the respective owners (and occupants) of each property tested and to the Standing Committee. The samples shall be analyzed for the following parameters:

Hardness
Alkalinity
Chloride
Sulfate
Iron
Manganese

Field PH
Field Specific Conductance
Field Temperature
Volatile Organic Compounds (VOCs) using EPA Method 524.2
Odor
Color
Turbidity

The Operator shall 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 samples collected from the above specified wells shall be analyzed by a lab that is certified under Wisconsin Administrative Code Chapter NR 149. Said lab shall be selected 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 provided the Operator can negotiate, to its sole satisfaction, an acceptable price from that lab for 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 finds the price of the analytical work unacceptable, the lab having the lower quoted price shall be utilized. In any event, the Operator shall deliver the test results to the Standing Committee within sixty (60) days from its 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 after the Operator's request for same, provided, however, if the Standing Committee fails to notify the Operator of its second lab selection within said five (5) day period, the number of days between the fifth day after the Operator's request and the day when the Standing Committee so notifies the Operator shall be added to the sixty (60) day period afforded the Operator.

2. Response to Well Contamination. If the Operator, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a maximum contaminant level as defined in Wisconsin Administrative Code Chapter NR 809, as amended from time to time, or health related Enforcement Standard as defined in Wisconsin Administrative Code § NR 140.10, as amended from time to time, then:

(i) The Operator shall, upon notice from DNR or the Standing Committee, secure another sample from said well and test the same (utilizing the procedure described in Paragraph 1) 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

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

(ii) If the results of the Operator's test under subparagraph (i) 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.

(iii) 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.

(iv) In the event the above investigation establishes to DNR's satisfaction that the landfill is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply to residents and livestock residing upon the property served by the well and utilizing the same.

(v) The foregoing procedure of providing potable water under Paragraph 2(ii) (upon the documentation of an exceedance), and a permanent potable water supply under Paragraph 2(iv) (if the above investigation establishes to DNR's satisfaction that the landfill is the source of the exceedance), shall only be binding upon the Operator if: (a) the well at which the exceedance was detected is within a one and one-half (1 1/2) mile radius of the proposed Expansion described in this Agreement and the Expansion described in the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991, and (b) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under Paragraphs 2(iii) and (iv).

3. If the Operator, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of any of the following standards for the following parameters:

<u>Parameter</u>	<u>Standard</u>
Sulfate	400 mg/l
Iron	*
Manganese	*
Alkalinity (as CaCO ₃)	1000 mg/l
Hardness (as CaCO ₃)	1000 mg/l
Chloride	Wisconsin Administrative Code § NR 140.12 Enforcement Standard as amended from time to time.

* As determined by the DNR as part of the Plan of Operation for the Expansion.

then:

(i) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same (utilizing the procedure described in Paragraph 1) 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 the 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 the exceedance, then the exceedance will be said not to have been documented.

(ii) If an exceedance of one of the parameters listed above in this Paragraph 3 is documented as described in Paragraph 3(i), then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

4. Sampling of Turtle Creek. In addition, the Operator shall, commencing within three (3) months after the Operator commences accepting Solid Waste in the Active Fill Area and annually thereafter until 40 years after Final Closure, perform sampling of Turtle Creek at its intersections with Klug Road and State Highway 11. Such sampling shall be of the parameters described above in Paragraph 1.

5. The parties agree that upon the commencement of the well testing and testing of Turtle Creek described above, the Operator shall no longer have to perform the well testing and testing of Turtle Creek described in the second and third sentences of Article IV, Section 4 and in Exhibit "H" of the Mallard Ridge Landfill Final Negotiated Agreement dated December 30, 1991 (hereafter the "Prior Siting Agreement") it being the intent of the parties that the Operator shall not have to conduct well testing and testing of Turtle Creek under both this Agreement and the Prior Siting Agreement. Upon commencement of the well testing and testing of Turtle Creek required in this Agreement, the well testing and testing of Turtle Creek required in this Agreement supersedes and replaces the well testing and testing of Turtle Creek required in the second and third sentences of Article IV, Section 4 and in Exhibit "H" of the Prior Siting Agreement.

Exhibit I - Form of Quarterly Direct Payment Statement

Mallard Ridge Landfill - Quarterly Waste Summary & Direct Payment Calculation

200_ - _____ Quarter (Insert Months Included Withinin Quarter).

Total Monthly Tons: All Waste Types		January	February	March	Total(s):
1	Municipal Solid Waste (tons)				
2	Special Waste Industrial Types A & B (tons)				
3	Contaminated Soil (tons) - Disposal				
4	Fly Ash (tons)				
5	Asbestos (tons)				
6	Other - Miscellaneous DNR Approved Daily Cover Material (tons) - Exempt - ADC				
7	Foundry Sand (tons) - Exempt - ADC				
8	Contaminated Soil (tons) - Exempt - ADC				
9	Bioremediated Contaminated Soils (tons) - Exempt - ADC				
10	Shredder Fluff (tons) - Exempt - ADC				
11	Tires (tons) - Recycled				
12	Yard Waste (tons) - Recycled				

Total All Waste Types:

-	-	-	-
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Total All Alternate Daily Cover Materials (ADC):

-	-	-	-
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Total All Waste Types Subject to Direct Payment:

-	-	-	-
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Year To Date Total Alternative Daily Cover Materials Exempted From Direct Payment:

-

**** Note: Total ADC Materials are not to exceed 40,000 tons per year.

Direct Payment Calculation:

Total Tons Subject To Direct Payment:

Current Direct Payment Rate:

Direct Payment Amount: \$