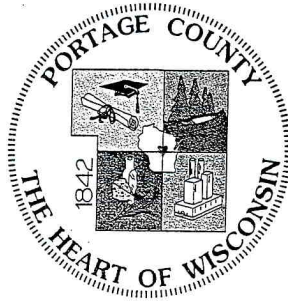


PORTAGE



COUNTY

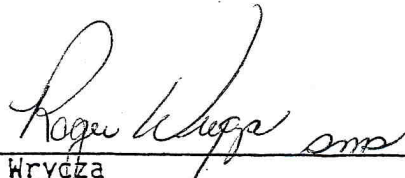
1516 Church Street
Stevens Point, WI 54481

(715) 346-1351
FAX (715) 346-1486

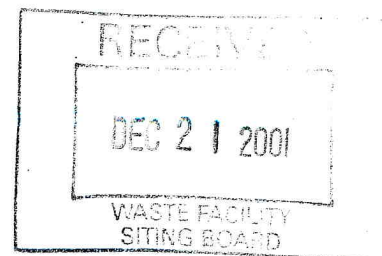
CERTIFICATION

I, Roger Wrycza, Clerk of the County of Portage, Wisconsin do hereby certify that the foregoing is a true and correct copy of Resolution/Ordinance No. 156-2000-2002 which was introduced and adopted by a vote of 23 for and 3 against at an Adjourned Session of the Portage County Board of Supervisors, held on the 27th day of November, 2001, and recorded in the minutes of said meeting, a quorum of members being present.

In testimony whereof I have hereunto set my hand and the seal of the County of Portage, Wisconsin, this 18th day of December, 2001.



Roger Wrycza
Portage County Clerk (SEAL)



RESOLUTION # 156-2000-2002

Re: Siting Agreement between the Portage County Solid Waste Board and the Town of Stockton

Whereas the Portage County Solid Waste Facility, sited in the Town of Stockton, was created in 1982, licensed by the State of Wisconsin for a fifteen year period ending in the year 1997; and

Whereas, the Town of Stockton has successfully petitioned the State Waste Facility Siting Board to mandate and compel an agreement with the Portage County Solid Waste Board, due to the requirements of the law requiring such an agreement where a landfill exceeds its projected and licensed life-span, the parties are mandated by law to submit to "final offer" arbitration with the State Waste Facility Siting Board (where similar to labor agreements the Board would select one of the final "best offers") with final offers due in January of 2002; and

Whereas, the Town and the Board have undergone a lengthy series of complex negotiations which has resulted in the proposed final settlement agreement which includes provisions for well testing, payments to the Town and to nearby residents, the establishment of a vegetation plan for the landfill, and among other items, requires the Solid Waste Board and the operator of the landfill to strictly comply with the operational requirements to control noise, litter and dust coming from landfill operations; and

Whereas, the previous resolution and agreement rejected by the Board in September of 2001 has been re-written to reduce the total compensation package cost to the users of the landfill from approximately one million dollars to approximately six hundred thousand dollars; the amount includes payments to local owners of \$125,000, legal fees to Stockton of \$30,000, miscellaneous costs estimated at \$75,000 and \$370,000 to the Town of Stockton. Further, the figure of \$370,000 will be reduced by \$136,000 if the county elects to close the landfill by December 31, 2003. Also, out-of-county waste will be permitted in the landfill but not out of state waste to the landfill. The county will put deed restrictions on the Burling/Fay property to prohibit their use as landfills and well on those properties will be restricted.

Whereas, the agreement reflects the warranty of the Portage County Solid Waste Board that the continuation of the Portage County Solid Waste program, as well as the recycling program, will not be operated through the usage of any county tax levy funding, but rather from the future revenues of the program;

Resolution
Ratifying Agreement between the Town of Stockton and the Board

Now, therefore, be it resolved that the Portage County Board of Supervisors hereby endorses, ratifies and approves the Agreement between the Portage County Solid Waste Board and the Town of Stockton; and authorizes the County Board Chairman and the County Clerk to affix their official endorsements thereon.

PORTAGE COUNTY SOLID WASTE BOARD

Dated this 27th day of November, 2001.

AYE
James Krems Chairman

AYE
Jerry Borski

ABSTAIN
Ronald Borski

AYE
Stuart Clark

AYE
John Gardner

AYE
Daniel Schlutter

AYE
James Zach

AYE
Marion Flood

**NEGOTIATED SETTLEMENT AGREEMENT BETWEEN PORTAGE
COUNTY AND THE TOWN OF STOCKTON RE: COUNTY EXISTING SOLID
WASTE DISPOSAL FACILITY**

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SECTION II – PREAMBLE/DEFINITIONS

This Agreement executed by Portage County, a Wisconsin municipal Corporation (hereinafter “County”), the County Solid Waste Management Board (hereinafter “Board”), the Town of Stockton Local Committee (hereinafter “Local Committee), and the Town of Stockton, a municipality in Portage County (hereinafter “Town”).

This Agreement is entered pursuant to sec. 289.445 Wis. Stats. and shall run with that certain parcel of land now known as the Portage County Landfill more specifically described as follows (hereinafter described as “Solid Waste Disposal Facility”):

Located in the South ½ of the Northwest ¼ of Section 34, T24N, R9E, Town of Stockton, Portage County Wisconsin. (hereinafter “Solid Waste Disposal Facility”)(and identified in the map at Appendix A).

The Agreement is specific to the above Solid Waste Disposal Facility only and shall not be effective or applicable to any other solid waste facility to be located in the Town of Stockton except as noted in this Agreement. The Agreement does not address any expansion of the existing Solid Waste Disposal Facility nor any other proposed facility such as a new Solid Waste Disposal Facility or transfer station within the Town of Stockton including at the Solid Waste Disposal Facility except as noted in this agreement. Any such facility shall be sited as set forth by law.

DEFINITIONS

Active Fill Area: means the area of fill at the Solid Waste Disposal Facility on the Site as further described in the Portage County Feasibility Report approved by DNR and in compliance with this Agreement as to its design capacity.

Authorized Transporters: means any person authorized by the County or Board to transport and dispose authorized waste to the Solid Waste Disposal Facility.

Board: means the Portage County Solid Waste Management Board, its officers, employees and agents.

Certified Facility Manager: means an employee or agent of the County or Board certified by the DNR to operate a Solid Waste Disposal Facility.

Clean Sweep Program: means the annual hazardous waste collection program sponsored and operated by the County for residents of Portage County.

Closure Operations: means the closure operations to close the Solid Waste Disposal Facility by the County and Board taken after final closure of the Solid Waste Disposal Facility, in compliance with the Closure Plan approved by the DNR and in compliance with this Agreement.

Closure Plan: means the written Closure Plan approved for the County or Board by the DNR for final closure of the Solid Waste Disposal Facility.

Conservancy Zoning: means zoning approved by the County to establish conservancy operations and uses at the Solid Waste Disposal Facility after final closure of the disposal operations. Conservancy uses shall include only nature study, bird watching, hiking, sight seeing, tree, brush and weed control, and harvesting products of nature within the conservancy uses. Motorized vehicles shall be limited to only maintenance, repair and reconstruction of the Solid Waste Disposal Facility and construction, operation, maintenance, repair and reconstruction of the Solid Waste Transfer Station. The County and Board may authorize a Solid Waste Transfer Station within the conservancy zone area but not within the Active Fill Area.

Contaminated Recyclable Material: means recyclable material that has been contaminated and is authorized by the County or Board for disposal at the Solid Waste Disposal Facility.

County: means Portage County in Wisconsin, its officers, its employees and agents, including the Portage County Solid Waste Management Board and Department.

DNR: means Wisconsin Department of Natural Resources or its successor Department.

Demolition and Construction Facility: means a demolition and construction waste disposal facility licensed by the DNR and operated by the County or Board in the Town.

Disposal: means the discharge, deposit, injection, dumping or placing of waste, recyclable materials and other waste materials in the land or water in the Town. This does not mean storage, treatment or transportation of waste, recyclable materials or other waste materials.

Disposal Operations: means the construction, disposal, repair, maintenance and reconstruction operations that occur at the Solid Waste Disposal Facility.

Emergency Care Operations: means any emergency care actions taken in the Town to protect public health and safety of persons and to avoid potential public nuisances and hazards in the Town.

Expansion: means an increase in the volume of space available for disposal of waste, recyclable material and other waste materials beyond that amount authorized for disposal at a Solid Waste Disposal Facility by the DNR in the Town.

Facility Monitoring Committee: means an official committee of the Town appointed under this Agreement by the Town Board of the Town, to monitor the operations at or near the Solid Waste Disposal Facility for the Town during the term of this Agreement, with membership and procedures as set forth in this agreement.

Final Closure: means the earliest date at which time no further waste, recyclable materials and other waste materials shall be transported to or disposed of by any person at the Solid Waste Disposal Facility where the earliest date may be: a) the date the County or Board notifies the Town in writing that the County and Board no longer will dispose or authorize disposal at the Solid Waste Disposal Facility, or b) the date after closure, capping or covering on which the DNR approves construction documentation demonstrating closure and capping or covering of the Solid Waste Disposal Facility, c) that date the DNR or a Court orders permanent closure of the Solid Waste Disposal Facility for disposal of waste, recyclable material and other waste material; d) no later than December 31, 2006, or by December 31, 2003 or earlier if the County fails to exercise its payment option set

forth in this agreement. The final closure is not for closure of the Solid Waste Transfer Facility.

Final Closure Plan: means the written final closure plan approved for the County or Board by the DNR for final closure of the Solid Waste Disposal Facility.

Hazardous Waste: means hazardous waste as defined in §289.01(12), §291.05(2) Wis. Stats. and NR181 Wisconsin Administrative Code or their successor Sections or Chapters.

Hazardous Waste Disposal: means the disposal of hazardous waste.

Hazardous Waste Storage: means the storage of hazardous waste.

Hazardous Waste Treatment: means the treatment of hazardous waste, including incineration.

HAZMAT: means the program of the Plover Fire Department where the personnel of that Department that have been trained and will respond to hazardous waste discharges in the Town.

Leachate: means a solution or product obtained from the leaching of materials from the Solid Waste Disposal Facility.

Local Committee: means the committee made up of representatives from the Town that have negotiated this Agreement with the County and the Board and which was formed pursuant to sec. 289.33(7) Wis. Stats.

Long-Term Care Operations: means the routine care, maintenance and monitoring of the Solid Waste Disposal Facility following final closure of the Solid Waste Disposal Facility.

Long Term Care Plan: means the written plan approved for the County or Board by the DNR for the long-term operations at the Solid Waste Disposal Facility.

Plan of Operation: means the written plan approved for the County or Board by the DNR for the Solid Waste Disposal Facility. This Plan describes its location, design, construction, documentation, monitoring, sanitation, operation, maintenance, closing and long-term care.

Pollution: means man-made or man-induced alteration of the chemical, biological or radiological integrity of water.

Public Nuisance: means an unreasonable harm to the public in the Town as determined by a Court.

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

Removal Action: means the definition provided in section 9601(23) of CERLA, as amended.

Recyclable Material: means material or waste for which there exists a commercially demonstrated processing or manufacturing technology, which uses the material as a raw product.

Solid Waste Disposal Facility: means that area and facility described in the Feasibility Report approved for the County or Board by DNR to be developed as a Solid Waste Disposal Facility and includes the Active Fill Area appurtenances and access roads. The Solid Waste Disposal Facility is only that area of the Solid Waste Disposal Facility Site licensed by the DNR as the Solid Waste Disposal Facility and to be bounded by fencing pursuant to a DNR approved Feasibility Report.

Solid Waste Transfer Facility or Station: means a facility at the Solid Waste Disposal Facility that is licensed by the DNR to accept for storage, authorized waste, recyclable material and other waste materials.

Storage: means the holding of waste, recyclable material or other waste material for a temporary period, at the end of which period the waste, recyclable material or other waste material is to be disposed or treated.

Storage Operations means the storage of waste, recyclable materials, and other authorized waste materials of the Solid Waste Facility.

Tippage Fees: means the fees charged by the Town to the County and Board for the per ton disposal of waste, recyclable material and other waste material in the Solid Waste Disposal Facility.

Town: means the Town of Stockton and its officers, employees and agents in Portage County, Wisconsin.

Town Monitoring Committee: means an official committee of the Town appointed under this Agreement by the Town Board of the Town, to monitor the operations at or near the Solid Waste Disposal Facility for the Town during the term of this Agreement.

Treatment: means any method, technique or process, which is designed to change the physical, chemical or biological character or composition of waste, recyclable material or other waste material. Treatment includes incineration.

Vegetation Plan: means a written plan developed for the Solid Waste Disposal Facility by the Windshed Partnership for the purpose of litter control, Solid Waste Disposal Facility screening and the reducing of the wind erosion impact at or near the Solid Waste Disposal Facility.

Waste: means garbage, refuse, non-combustible waste, contaminated recyclable materials and other solid wastes as defined in §289.01(33) Wis. Stats. It does not mean hazardous waste.

Waste Disposal Bin: means storage bin equipment provided by the County or Board to be operated and maintained for disposal of waste, recyclable material and other waste material within the Solid Waste Disposal Facility, but outside the Active Fill Area.

Waste Materials: means other solid waste materials beyond garbage, refuse, and contaminated recyclable material. It includes demolition or construction work. It does not mean hazardous waste.

Windshed Partnership: means the Central Wisconsin Windshed Partnership established to reduce wind erosion impacts in Central Wisconsin.

Wisconsin Administrative Code: means the State of Wisconsin Administrative Code regulations existing at the time of execution of this Agreement.

Where the parties agree to the following provisions:

Whereas, the legislature has found that the availability of suitable facilities for solid waste disposal is necessary to preserve the economic strength of this state and to fulfill the diverse needs of its citizens per Wis. Stats. sec. 289.33 (1); and

Whereas, the legislature has also found that proper management of solid waste is necessary to prevent adverse effects on the environment and to protect public health and safety per sec. 289.33 (1) Wis. Stats; and

Whereas, the legislature has found that the nearby residents and the affected municipality have legitimate concerns about the location, design, construction, operation, closing and long-term care of facilities to be located at a solid waste disposal site per sec. 289.33 (1) Wis. Stats; and

Whereas, Portage County has operated the existing Solid Waste Disposal Facility site subject to this Agreement pursuant to a lawfully issued license by the Wisconsin DNR # 2966; and

Whereas, the Solid Waste Facilities Siting Board has ruled that the Solid Waste Disposal Facility is subject to the provisions of Chapter 289 as being operated past its proposed date of closure.

In consideration of the mutual covenants and Agreements contained herein, the parties contract and agree as follows:

SECTION III – SCOPE OF THE AGREEMENT

- A. General Scope – This Agreement governs the activities of the County, its Authorized Transporters, its agents and the Town only insofar as they relate to the operation of the Solid Waste Disposal Facility, and its disposal operations, the Solid Waste Transfer Facility and its storage operations, their emergency care operations, their closure operations and their long-term care operations. This Agreement does not affect nor do the parties contemplate that this Agreement affects or deals with or restricts in any manner any other operations, uses or activities of the County or the Town in the Town except the specific disposal operations, storage operations, emergency care operations, closure operations, and long-term care operations at the Solid Waste Disposal Facility, and at the Solid Waste Transfer Facility noted herein, except where specifically noted in this Agreement.

The parties explicitly agree that costs, specifically related to security fences and gates, (Section V E (xxxvii), and V(E) (xxviii)), related to screening (Section V (E) (xxvi)), and related to the Facility Monitoring Committee (Section VII (A-E)), well-monitoring (Section VII), dust control provisions, including vacuum litter and watering vehicles (Section V(E) (xxiv), fire and HAZMAT emergency

service calls (Section X), costs of permitting vehicles (Section XVI), tire cleaners (Section VII) escrow (Section XIII) signage, (Section V(E) (xxiv)), shall not require the County to exceed, during the term of the Agreement, the maximum of seventy-five thousand dollars (\$75,000.00). An escrow account of seventy-five thousand dollars shall be established and maintained for this purpose. The escrow shall not be for costs as established by the formal plan of operation such as the litter screen, daily cover, routine maintenance and leachate collection. Escrow costs shall be received by the FACILITY MONITORING COMMITTEE; if at any time due to this provision, well testing is to be discontinued, all well owners and the town clerk will be notified in writing at least one year prior to cessation of the testing. The parties shall be empowered to further review such costs and funding alternates as necessary to protect public health and safety.

- B. Expansion – Nothing in this Agreement, except as specifically noted, is intended to address any FUTURE OR PROPOSED expansion of the Solid Waste Disposal Facility, the active fill area, the use of the roads, buildings, equipment storage area, or other related items at or any FUTURE OR PROPOSED expansion at the Solid Waste Disposal Facility OR WITHIN THE TOWN OF STOCKTON, INCLUDING ANY NEW SOLID WASTE DISPOSAL FACILITY IN THE TOWN OF STOCKTON. HOWEVER, SEE SECTION V (J) REGARDING USE OF THE SOLID WASTE DISPOSAL FACILITY AS A SOLID WASTE TRANSFER FACILITY. Finally, see Section V (L) regarding prohibitions of use of specific real property under the Agreement.
- C. Coverage – This Agreement, except as noted specifically, does not waive or limit any jurisdiction or control the Town has or may have in the future over any uses, activities or businesses at any other location beyond the Solid Waste Disposal Facility in the Town. The Agreement does not waive or limit any jurisdiction or control the Town has or may have over any disposal, storage or treatment of waste, recyclable material or other material by the County, its authorized transporters or its agents beyond the Solid Waste Disposal Facility, except as specifically noted in this Agreement.
- D. No Waiver of Certain Town Controls - This Agreement does not specifically waive nor limit any jurisdiction and control and enforcement over the County, its authorized transporters, its agents or any other Person the Town has or may have in the future in any location in the Town inside or outside the Solid Waste Disposal Facility; including, but not limited to the right:
 - A. To control and regulate vehicle travel by the County, its authorized transporters and its agents by the enactment and the enforcement of any

statutes, ordinances or regulations on vehicle parking, vehicle speed, safety or rules of the road by the Town in the Town except the specific detour and specific vehicle route provisions noted herein in the Agreement and the vehicle routes agreed to under this Agreement.

- B. To control and regulate the issuance and revocation of any building or fire safety permits for the County required or to be required by the Town in the Town.
- C. To control and regulate by statute, ordinance or regulation any public nuisances in the Town, including at the Solid Waste Disposal Facility, the Solid Waste Transfer Facility, or at their operations related thereto in the Town.
- E. Hazardous Waste Contacts - This Agreement, during its term, does not waive or limit jurisdiction or control the Town has or may have over any use, activities or business at any location in the Town, including at the Solid Waste Disposal Facility, or the Solid Waste Transfer Facility related to hazardous waste disposal, hazardous waste storage or hazardous waste treatment. This paragraph is specific to hazardous waste definitions under §289.01(12) and §291.05(2) Wis. Stats or their successor provisions.
- F. Zoning, Land Use Controls - This Agreement, during its term, does not waive or limit any land use jurisdiction or control the Town has or may have, including zoning or land use permits and licenses over the Solid Waste Disposal Facility or the Solid Waste Transfer Facility, over any expansion of the proposed Active Fill Area or at any location in the Town by the County, its authorized transporters or its agents or any other Person in the Town beyond the design capacity of the Active Fill Area established in the Agreement. This Agreement specifically does address transportation of waste, recyclable material and other waste materials beyond the Solid Waste Disposal Facility, transportation and road rights, obligations and responsibilities related to disposal operations or storage operations beyond the Solid Waste Disposal Facility and the Solid Waste Transfer Facility, specific land use rights, obligations and responsibilities related to the Solid Waste Disposal Facility and the Solid Waste Transfer Facility beyond the area of Solid Waste Disposal Facility, and litter and discharge rights, obligations and responsibilities of the County related to any disposal operations or storage operations in the Town. The Solid Waste Disposal Facility and the Solid Waste Transfer Facility shall remain owned, controlled and maintained by the County during the term of this Agreement unless the Town Board agrees, at its sole discretion, for a transfer of ownership, control, possession and maintenance to a third person.

G. Uses of Solid Waste Facility - The Solid Waste Disposal Facility and the Solid Waste Transfer Facility, during the term of this Agreement, shall have uses, businesses and activities conducted on it by the County, its authorized transporters and its agents that are consistent from a land-use, public health and safety perspective with the normal uses, businesses and activities at any similar Solid Waste Disposal Facility and Solid Waste Transfer Facility, and that are consistent with and in compliance with any existing or future Town or County zoning and land use controls for the Solid Waste Disposal Facility or the Solid Waste Transfer Facility. The County will seek no rezoning of the area of the Solid Waste Disposal Facility without written approval of the Town Board, except for the conservancy zoning noted herein, after final closure. All zoning and land use controls and zoning conditions, including conditional uses approved for the Solid Waste Disposal Facility or the Solid Waste Transfer Facility, shall be consistent with and in compliance with this Agreement during the term of the Agreement. Nothing in this Agreement shall establish any non-conforming uses, including uses at the Solid Waste Disposal Facility or the Solid Waste Transfer Facility for purposes of land use and zoning regulations. Nothing in this Agreement shall establish any vested rights for purposes of land use regulations beyond these rights authorized by this Agreement for the proposed Solid Waste Disposal Facility, and its disposal operations or the Solid Waste Transfer Facility and its storage operations, or their emergency care, closure and long-term care operations. The Town or County or both, depending on the appropriate zoning and land-use controls and jurisdiction, shall determine the appropriate zoning and land-use controls and uses for the Solid Waste Disposal Facility and the Active Fill Area, subject to this Agreement and the specific waivers provided herein. Nothing in this Agreement shall allow for nor permit for the County, any waste, recycling material or other waste material, storage, treatment, recycling or mining facility or uses in the Town, including any waste or recyclable material transfer station in or within the area of Solid Waste Disposal Facility or any other location in the Town except as noted in Section IV (B) (C) (D) and Section V (B) of this Agreement. The County may transfer by written lease, possession to any person of the Solid Waste Disposal Facility for purposes of disposal operations until final closure at the Solid Waste Disposal Facility. The County shall be fully responsible to the Town under the Agreement to insure full compliance with the Agreement by any person or persons who may lease the Solid Waste Disposal Facility for disposal purposes.

The County, during the term of this Agreement specifically agrees and warrants to the Town that the Solid Waste Disposal Facility shall, at and after final closure of the Solid Waste Disposal Facility and after closure of that portion of the Solid Waste Disposal Facility used for the Solid Waste Transfer Facility, be zoned or

rezoned by the County, if under County zoning and maintained by the County pursuant to conservancy zoning the remainder of this term, unless the Town and County agree in writing to a more appropriate zoning.

The Solid Waste Disposal Facility and its disposal operations, and the Solid Waste Transfer Facility and its storage operations, shall be owned, controlled, possessed and maintained by the County, from execution of this Agreement until the termination of this Agreement, except as noted in III F and G, and shall be designed, operated and maintained by the County, to maximize the physical and environmental integrity of the Solid Waste Disposal Facility and to prevent any public nuisances, potential hazards or potential damages or injury to the public health and safety of persons in the Town and to any property in the Town.

Any conditions attached to any zoning or land use waivers or permits issued, prior to execution of this Agreement or thereafter by the Town and County, must be approved by the Town and County and must be incorporated by reference in this Agreement as an Appendix prior to execution of this Agreement and thereafter by an amendment to this Agreement by the County and the Town.

The County, Board and Town agree, during the term of and pursuant to the terms of this agreement, that they waive any permits, licenses or other approvals necessary to construct, maintain, operate, close and maintain the long-term care at the existing Solid Waste Disposal Facility and any Solid Waste Transfer Facility at the Solid Waste Disposal Facility.

SECTION IV – WASTES ACCEPTED/REMOVED

A. Operation by Law. The County, during the term of this Agreement, will comply with the terms of its DNR license and DNR approved Plan of Operation in accepting, receiving, handling, disposing, and storing all waste, recyclable material and other waste material at the Solid Waste Disposal Facility, at the Solid Waste Transfer Facility, or in the Town.

B. No Hazardous Waste. No hazardous waste, as defined in §289.01(12), 291.05(2) Wis. Stats, and Chapter NR181, Wisconsin Administrative Code, or their successor sections and Chapters, shall at any time be accepted, received, stored, disposed of, or transported to the Solid Waste Disposal Facility or to the Solid Waste Transfer Facility, by the County, its authorized transporters or agents, in such quantities as to require a DNR hazardous waste permit. Exception to this provision will include small amounts of contaminated soil and household hazardous waste, storage or disposal, which do not require a DNR permit. A

"Clean-Sweep" program can be held at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility for temporary hazardous waste storage, pursuant to the regulations of such program established by the County and noted by Appendix E. Any hazardous waste NOT accepted under and in compliance with the "Clean Sweep Program" noted herein and which is located at the Solid Waste Disposal Facility, shall be removed immediately by the County pursuant to this Agreement.

C. Limitations of Sources of Waste. Both the Town and the County concur that it may be, from time to time, as a result of economic necessity for the County to accept waste, recyclable material or other waste material at the Solid Waste Disposal Facility from outside generation sources, defined as from outside Portage County. Any acceptance of waste, recyclable material or other waste material generated from out-of-County sources will be noted and accounted for, but will be permitted at the Solid Waste Disposal Facility so long as the source of the waste is within the geographic boundaries of the State of Wisconsin. No waste generated or transported from outside the State of Wisconsin shall be permitted to be accepted at the Solid Waste Disposal Facility or the Solid Waste Transfer Facility. The County shall undertake a rigorous inspection program to prevent the landfilling of hazardous or unauthorized materials in any form and from any source. All parties explicitly agree that this provision shall operate only in regards to the Solid Waste Disposal Facility and the Solid Waste Transfer Facility described in the Agreement and not to any other solid waste facility, or transfer station, or other waste or recyclable material facility contemplated by the parties.

D. Amount of Waste/Waste Disposal Deadline. The County, during the term of this Agreement, shall NOT dispose or allow disposal of any authorized wastes at the Solid Waste Disposal Facility in excess of the design capacity of 1.2747 million cubic yards. The disposal operations shall be terminated by the County on December 31, 2006 and no further waste, recyclable material or other waste material shall be accepted or disposed thereafter at the Solid Waste Disposal Facility by any person. Closure operations and construction by the County will be permitted during calendar year 2007. The County may, upon final closure and upon licensure by DNR of the Solid Waste Transfer Facility, establish a Solid Waste Transfer Facility at the Solid Waste Disposal Facility location beyond the active fill area for the acceptance, storage, and removal of the solid waste generated and transported from locations in the County on a temporary basis. This Solid Waste Transfer Facility shall extend in term for fifteen (15) years after final closure of the Solid Waste Transfer Facility unless the County and Town mutually agree to extend the term.

E. Store/Treat/Recycle/Mine Waste The County shall NOT, during the term of this Agreement, store, treat, recycle, mine or allow therein any authorized or unauthorized wastes, recyclable materials or other waste materials at the Solid Waste Disposal Facility except as set forth in this Agreement.

F. Authorized Types of Wastes The County shall, at the Solid Waste Disposal Facility, during only disposal operations, be authorized specially to only accept and dispose or allow for such disposal the following types of NON-HAZARDOUS AND NON-TOXIC wastes at the Solid Waste Disposal Facility, except as set forth in this Agreement:

1. Contaminated recyclable material
2. Garbage
3. Refuse
4. Construction and demolition waste

The County, during storage operations at the Solid Waste Transfer Facility, shall be authorized specially to accept and temporarily store only contaminated recyclable material, garbage, or refuse.

G. Waste Permits. The County shall NOT, during the term of this Agreement, seek any permit, license or approval from any State or Federal Agency to accept, dispose, store, treat, recycle or mine any other wastes, recyclable materials or other waste materials at the Solid Waste Disposal Facility other than those noted in this Agreement.

H. Wastes within Town. The County shall NOT, during the term of this Agreement, in the Town at any location, beyond the Solid Waste Disposal Facility accept, dispose, store, treat, recycle, mine or allow therein any authorized or unauthorized wastes, recycle materials or other waste materials, including hazardous waste, other than those noted in this Agreement

I. Notice of Improper Waste. The County, shall during the term of the Agreement, inform the Town Clerk in writing, within twenty-four (24) hours of its notice, of any waste, recyclable materials or other waste material improperly accepted, stored, treated, stored, disposed, recycled or mined at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility and in the Town contrary to this Agreement.

SECTION V - FACILITIES

A. Limitations in Town. The County and Board shall not construct nor have licensed by the DNR any new or expansion Solid Waste Disposal Facility, Hazardous Waste Facility or any type of incinerator or other waste, storage, disposal or treatment facility in the Town of Stockton, including construction and demolition facilities, without written approval of the Town Board and with compliance with Chapter 289 Wisconsin Statutes or its successor Chapter, for a period of fifteen (15) years after final closure of the Solid Waste Disposal Facility. The County and Board shall not construct, install, operate or maintain a Solid Waste Transfer Facility at the Solid Waste Disposal Facility or at any other location in the Town without receipt of the appropriate permits and approvals from the Town and DNR, and without full compliance with the Town ordinance provisions and DNR regulations existing at the time of construction, installation, operation and maintenance of the Solid Waste Transfer Station and without compliance with this Agreement, where applicable. However, a demolition or construction facility or use BY THE COUNTY shall be allowed in the Town at the Solid Waste Disposal Facility until December 31, 2006

B. Public Access to Actual Fill Area/Authorized Transporters. The County, during any authorized disposal or storage operations at the Solid Waste Disposal Facility or Solid Waste Transfer Facility, shall NOT allow access to any persons to the Active Fill Area in the Solid Waste Disposal Facility for waste disposal purposes other than authorized transporters (or those with permits) authorized in writing by the County to dispose authorized waste at the Solid Waste Disposal Facility. THE COUNTY SHALL, DURING DISPOSAL OPERATIONS, ESTABLISH AND MAINTAIN A WASTE DISPOSAL BIN FOR AUTHORIZED WASTE WITHIN THE SOLID WASTE DISPOSAL FACILITY, BUT LOCATED AT THE SOLID WASTE DISPOSAL FACILITY, OUTSIDE THE ACTIVE FILL AREA FOR TEMPORARY STORAGE AND THEN DISPOSAL at the Solid Waste Disposal Facility. All authorized transporters authorized by the County to dispose or store authorized waste at the Solid Waste Disposal Facility and Solid Waste Transfer Facility shall be licensed by the DNR for waste transport in Wisconsin, or shall apply and receive a permit from the County. Both the Town and the County acknowledge that the list of authorized transporters remains the proprietary information of the County, which shall allow the Town to inspect but not copy such list in furtherance of this Agreement.

C. Plan Compliance/Administrative Compliance. The County, during the term of this Agreement, shall fully comply with all applicable Federal and State laws and regulations, and shall fully comply with any DNR approved Plan of Operation, approved Closure Plan, and any approved Long-term Care Plan related to or for the Solid Waste Disposal Facility and Solid Waste Transfer Facility that has been approved by the DNR or its successor agencies and shall comply with any

modification of these Plans that are subsequently approved in writing by the DNR or its successor agencies. Where elements in the Plan and this Agreement are inconsistent, the County shall comply with the more stringent requirements and provisions as approved by the Town Board in writing.

D. Buildings/Improvements at the Solid Waste Disposal Facility. The County during the disposal operations, storage operations, the emergency care operations, the final closure operations and during the long-term care operations at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility, may construct, maintain, repair, use and reconstruct, if necessary, all buildings and improvements at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility necessary, appropriate and directly related to the disposal, closure, emergency care and long-term care operations. After final closure, the County, during the term of this Agreement, shall NOT maintain nor allow any buildings or improvements at the Solid Waste Disposal Facility except for those buildings or improvements necessary, appropriate and directly related to maintaining the Solid Waste Transfer Facility and for maintenance of the physical and environmental integrity of the Solid Waste Disposal Facility, including the appropriate fencing around the Solid Waste Disposal Facility.

E. General Solid Waste Disposal Facility Maintenance. The County shall, at the Solid Waste Disposal Facility and where applicable at the Solid Waste Transfer Facility during the term of this Agreement :

- i. Keep all buildings, equipment and improvements at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility in good repair, proper operation and in safe condition. This shall include vehicles, leachate collection equipment, gas extraction equipment, and fences.
- ii. NOT allow any burning or incineration at the Solid Waste Disposal Facility or Solid Waste Transfer Facility, except for the gas extraction flare, without prior written approval of the Town Board.
- iii. NOT allow any waste, recyclable material or other waste material previously accepted by the County for disposal operations to be removed from the Solid Waste Disposal Facility without prior written approval of the Town Board. However the present practice of the removal of uncontaminated recycled materials by the County shall be permitted to continue.
- iv. In a timely fashion, take all appropriate and necessary removal or remedial action at the location of the Solid Waste Disposal Facility, the Solid Waste Transfer Facility, or at their operations

related thereto in the Town as required by the DNR or any other appropriate State or Federal agency or where the County must take such removal or remedial action to avoid a public nuisance in the Town.

- v. Contain and timely remove, during disposal and storage operations, wind blown paper at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility.
- vi. Install and maintain, during disposal operations, a mobile litter control screen at least fifteen (15) feet high and one hundred (100) feet long and down wind of the Active Fill area at the Solid Waste Disposal Facility.
- vii. Place and maintain at least six (6) inches of daily cover on the active fill area on the days of actual disposal operation.
- viii. Timely remove, during disposal and storage operations, at least once (1) per week all discharged OR litter located outside the Active Fill Area but within the Solid Waste Disposal Facility.
- ix. Timely remove, during disposal or storage operations, all discharge, litter OR EROSION, with written approval of the landowners on adjacent real property or on the designated public roadways in the Town, specifically Highway QQ and Deer Road within forty-eight (48) hours after any written or oral complaint received by the County from adjacent landowners, adjacent residents or the Town Board.
- x. Timely and properly place at least six (6) inches of cover on any open area at the Solid Waste Disposal Facility to prevent insect and rodent infestations, contain litter, contain odors, reduce fire hazards and reduce unsightly physical appearances during disposal operations at the Solid Waste Disposal Facility.
- xi. Timely and properly grade and maintain daily cover, during disposal operations, as necessary to prevent or reduce erosion and to prevent or reduce water from ponding at the Solid Waste Disposal Facility during the days of actual disposal operations.
- xii. Timely and properly manage, during disposal operations, the size of the waste unloading area at the Active Fill Area to a size of not more than fifty by one hundred feet (100 ft. by 50 ft.) in order to conserve Solid Waste Disposal Facility volume, to permit proper compaction of waste, to minimize the scattering of waste and to expedite the compacting of the waste and daily cover material during the days of actual disposal operations at the Solid Waste Disposal Facility.

- xiii. Immediately place sufficient cover material on all odorous wastes at the Solid Waste Disposal Facility during the days of actual disposal operations to eliminate potential waste odors exiting the Solid Waste Disposal Facility.
- xiv. Timely and substantially reduce or eliminate all surface WATER ponding at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility, except for sedimentation ponds as set forth and approved by the DNR.
- xv. Timely and fully respond to, investigate and attempt to resolve and abate any odors exiting from the Solid Waste Disposal Facility and from the Solid Waste Transfer Facility for which concerns are set forth in writing by the Town Board or by the Town Monitoring Committee to the County.
- xvi. Timely and fully respond to, investigate, maintain, and, if necessary, reconstruct any alleged gas extraction system failures at the Solid Waste Disposal Facility for which concerns are set forth in writing by the Town Board or the Town Monitoring Committee to the County.
- xvii. Timely and fully respond to, investigate and attempt to reduce any alleged noises exiting from the Solid Waste Disposal Facility or from the Solid Waste Transfer Facility for which concerns are set forth in writing by the Town Board or the Town Monitoring Committee to the County.
- xviii. Timely and fully repair and reconstruct equipment to eliminate or substantially limit noises exiting outside the Solid Waste Disposal Facility or Solid Waste Transfer Facility caused by equipment located within the Solid Waste Disposal Facility, including timely installation of proper mufflers.
- xix. Periodically and, at least annually, during disposal operations, test all equipment mufflers at or near the Solid Waste Disposal Facility property lines and at the Actual Fill Area for decibel readings to determine proper noise levels exiting at these locations and report these levels immediately to the Town Clerk in writing.
- xx. Periodically, and at least annually, during disposal operations, test all "back-up" beepers/alarms on motorized vehicles at or near the Solid Waste Disposal Facility property line and at the active fill area for decibel readings to determine the actual and proper noise levels exiting at these locations and report these levels immediately to the Town Clerk in writing.
- xxi. Minimize, during disposal operations, the amount of reverse motor vehicle travel within the Solid Waste Disposal Facility in order to

limit "back-up" beeper/alarm noise from these vehicles exiting the Solid Waste Disposal Facility.

- xxii. Keep and maintain sufficient and appropriate equipment at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility to provide proper and timely repair, operation, maintenance and reconstruction of the buildings and improvements at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility, including proper and timely maintenance of the active fill area.
- xxiii. Keep and maintain sufficient personnel at the Solid Waste Disposal Facility, including at least one CERTIFIED operator at all times at the Solid Waste Disposal Facility during the actual days of disposal operations for the purpose of providing proper and timely waste compaction and for providing proper waste covering and management services at the Solid Waste Disposal Facility. However, in the event that disposal at the facility exceeds an average of one hundred and sixty (160) tons per day over a period of two consecutive months then the County must provide a second certified operators on at least a part-time basis. Such provision will be reviewed thereafter on a quarterly basis.
- xxiv. Keep and maintain sufficient and appropriate equipment to provide proper and timely litter control, dust control and screening at the Solid Waste Disposal Facility and Solid Waste Transfer Facility during the actual days of disposal and storage operations, including a vacuum litter picker and an adequate watering vehicle for dust control and vegetation watering. The County shall timely apply water, calcium chloride or other dust retardants, as necessary, to any non-paved roadways and other locations in the Solid Waste Disposal Facility and Solid Waste Transfer Facility, to limit dust, during the term of this Agreement. The County shall timely wash down or sweep any paved roadway in the Solid Waste Disposal Facility to control mud and dust.
- xxv. Keep and maintain suitable ground cover vegetation and the topsoil at all locations in the Solid Waste Disposal Facility or Solid Waste Transfer Facility, except at the Active Fill Area during disposal operations. Prevent any erosion onto adjacent landowner property and timely eliminate all noxious weeds at the Solid Waste Disposal Facility. The County shall not remove the topsoil from the Solid Waste Disposal Facility.
- xxvi. Plant and maintain, during the term of the Agreement, upon execution of the Agreement, in consultation with the Windshed

Partnership and County Conservationist, sufficient and proper trees and shrubs within the Solid Waste Disposal Facility to serve to reduce noise and visual impact exiting outside the Solid Waste Disposal Facility and Solid Waste Transfer Facility caused by the Solid Waste Disposal Facility and the Solid Waste Transfer Facility and their operations. All trees and shrubs shall be timely planted, shall be timely maintained and timely replaced based on a Vegetation Plan designed and approved by the County and then approved by the Town Board SIMILAR TO THE SOIL AND WATER CONSERVATION PLAN AS ESTABLISHED IN APPENDIX D ATTACHED. The County, upon execution of this Agreement, shall immediately complete soil testing at the Solid Waste Disposal Facility to determine if any conditions exist (including contamination) that will hinder or limit vegetation growth within the Solid Waste Disposal Facility. The test results and analysis by the County shall be timely shared with the Town Board and Facility Monitoring Committee. The Vegetation Plan shall be designed and approved to reduce short term and long-term visual impacts exiting outside the Solid Waste Disposal Facility, to limit potential physical damage to the closed portions of the Solid Waste Disposal Facility and to reduce noise impacts during disposal, closure and long-term care operations at the Solid Waste Disposal Facility. Berms will be constructed and maintained by the County to allow for maximum tree and shrub planting at the berms surrounding the closed portion of the Solid Waste Disposal Facility.

- xxvii. Keep and maintain the existing security fences surrounding the Solid Waste Disposal Facility, during the term of this Agreement, which meet the DNR Plan of Operation specifications and which will limit public access and prevent cattle from access to the Solid Waste Disposal Facility and to the Solid Waste Transfer Facility.
- xxviii. Keep and maintain, during the term of this Agreement, a security gate at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility. The County shall keep the gate locked at the Solid Waste Disposal Facility except during daily disposal operations, storage operations, emergency care operations, closure operations and long-term care operations.
- xxix. The County will provide a written security and emergency plan for the Solid Waste Disposal Facility upon final closure. The County shall maintain one security light at the office location at the Solid

Waste Disposal Facility and at the Solid Waste Transfer Facility during disposal and storage operations.

xxx. Keep and maintain specific days and hours for daily disposal operations by the County, its authorized transporters, its agents and any other authorized persons at the Solid Waste Disposal Facility and at the Solid Waste Transfer Facility during disposal operations and storage operations that are approved by the County and the Town Board in writing. Upon execution of this Agreement, the days and hours for daily disposal and storage operations will be Monday through Friday from 7:00 A.M. to 4:30 P.M. and Saturday from 8:00 A.M. to noon. In the event that an accelerated disposal operation is undertaken with out of county wastes, then the hours may be extended to 6:00 a.m. to 4:30 p.m. Monday through Friday. The Solid Waste Disposal Facility, during disposal operations and the Solid Waste Transfer Facility during storage operations, will be closed on the following holidays:

1. New Year's Day
2. Friday afternoon before Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving
7. Friday after Thanksgiving
8. Christmas Eve day
9. Christmas day

The hours and dates for disposal and storage operations will be indicated on a sign located at the Solid Waste Disposal Facility entrance. The Town Board and County may in writing agree to access on other dates and times for emergency care operations, closure operations and long-term care operations. The County, its agents or employees shall not be within the Solid Waste Disposal Facility or Solid Waste Transfer Facility at any other times or dates unless mutually approved in writing by the Town Board and County, except for emergency care services by the County. If emergency care services require entry, the County shall inform the Town Clerk immediately in writing of the time, date and reason for such entry.

Construction, remediation and removal activities in the area of the Solid Waste Disposal Facility by the County, its agents and employees will be

permitted from six a.m. to six p.m. each day on an as needed basis. In emergency situations, the County may request permission for construction, remediation, and removal activities beyond the set hours by application to the Chairperson of the Town Board of Stockton.

xxxii. RESPOND TO ALL TOWN OF STOCKTON RESIDENT WRITTEN COMPLAINTS OR WRITTEN CONCERNS WITH APPROPRIATE WRITTEN RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT WITH A COPY OF THE RESPONSE TO THE TOWN CLERK.

F. Hazards Notice/Emergency Action. The County shall orally notify the Town Clerk, during the term of this Agreement, twenty-four (24) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of information by the County of the following known or suspected hazards or known or suspected HAZARDOUS occurrences in the Active Fill Area or at any other location at or near the location of the Solid Waste Disposal Facility, and Solid Waste Transfer Facility INCLUDING, BUT NOT LIMITED TO: 1) fires that are not immediately extinguished by the County without outside assistance, 2) explosions, 3) contaminated or polluted surface water, 4) contaminated or polluted groundwater, 5) explosive or combustible gases that are not controlled by the methane gas system of the County and 6) any hazardous gases or hazardous dust. The County shall, in addition, report in writing to the Town Clerk, within forty-eight (48) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of the information by the County regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above noted known or suspected hazards and known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the County regarding the above noted known or suspected hazards or known or suspected occurrences. The County, during the term of this Agreement, shall be responsible to remediate and remove any discharges of authorized or unauthorized wastes, recyclable material or other waste material, including leachate or soil, which occur within the Town's borders or any County Trunk Highway, State Highway, or any Town road designated by the Town under the authority of s. 60.54 Wis Stats, as appropriate for transportation of waste to the Solid Waste Disposal Facility, from any vehicle which is transporting waste, recyclable material or other waste materials to or from the Solid Waste Disposal Facility, including any vehicle which discharges leachate or other non-waste material (e.g., soil), being transported to or from the Solid Waste Disposal Facility.

G. No Special Equipment Requirement. This Agreement does not create an obligation, duty or responsibility of the Town to the County to acquire or supply any additional or specialized machinery or equipment to be used for or provided for the above noted occurrences nor for any other emergency or occurrence at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility, or arising from transport of authorized or unauthorized waste, recyclable material or other waste material to the Solid Waste Disposal Facility site.

H. No Special Personnel Requirement. This Agreement does not create an obligation, duty or responsibility of the Town to the County to employ or retain any additional or specialized personnel, including security personnel, to be used for or provided for the above noted occurrences or for any other emergency or occurrence at the Solid Waste Disposal Facility, or at the Solid Waste Transfer Facility or arising from transport of authorized or unauthorized waste, recyclable material or other waste materials to and from the Solid Waste Disposal Facility and the Solid Waste Transfer Facility.

I. Final Closure/Long-term Care. The County shall, during the time of this Agreement, adopt and maintain for the Solid Waste Disposal Facility, with the approval of the Town Board, a Final Closure Plan and Long-term Care Plan to be approved by the DNR. THE COUNTY SHALL PROVIDE NOTICE OF FINAL CLOSURE of the Solid Waste Disposal Facility TO THE TOWN CLERK IN WRITING AT LEAST ONE HUNDRED AND TWENTY (120) DAYS PRIOR TO FINAL CLOSURE. The Final Closure Plan must comply with NR-506.08 or its successor provisions. The Final Closure Plan and Long-term Care Plan specifically shall be developed, maintained, amended, implemented and complied with by the County to insure and warrant to the Town, that under this Agreement, the County will comply during the term of this Agreement with the following:

1. Provide adequate surface water drainage away from the ACTIVE FILL AREA OF THE Solid Waste Disposal Facility.
2. Provide long-term repair, reconstruction and maintenance of the security fences.
3. Maintain proper erosion control at the Solid Waste Disposal Facility.
4. Maintain proper vegetation cover at the Solid Waste Disposal Facility and a proper final cap cover on the active fill area. The cap cover shall be the following at least two (2) feet of clay and a plastic composite cover at least 40

- mil. or greater thick in compliance with NR-504.06 (3) (c) to (j), or its successor provisions.
5. Maintain proper noxious weed, vector and vermin control at the Solid Waste Disposal Facility.
 6. Maintain proper limitations on public access and provide proper security to prevent unauthorized public access at the Solid Waste Disposal Facility, including strict limitations on the use of motorized vehicles at the Solid Waste Disposal Facility consistent with this Agreement.
 7. Provide proper and timely maintenance of the Solid Waste Disposal Facility cap cover and strict limitations on water ponding at the Solid Waste Disposal Facility.
 8. Provide proper and timely landscape maintenance at the Solid Waste Disposal Facility, including maintenance of adequate tree and shrub visual and noise impact barriers at the Solid Waste Disposal Facility.
 9. Provide proper limitations on and provide proper security for activities, uses, businesses or operations at the Solid Waste Disposal Facility to limit or prevent destruction of the environmental and physical integrity of the Solid Waste Disposal Facility.
 10. Create proper zoning, land use planning and land use ordinance controls to limit the activities, uses, businesses or operations at and near the Solid Waste Disposal Facility including to establish, maintain and enforce, after final closure conservancy zoning at and, if necessary, near the Solid Waste Disposal Facility.
 11. Create proper limitations of road accesses, utility accesses and other public and quasi-public uses at or near the Solid Waste Disposal Facility.
 12. Create proper limitations on and provide security for activities, uses, businesses or operations at the Solid Waste Disposal Facility to limit or prevent private or public nuisances, potential hazards or potential damages to the public health and safety of persons in the Town or to property in the Town;
 13. Provide proper and timely REMOVAL OF hazardous waste, leachate, and other unauthorized waste from the Solid Waste Disposal Facility.
 14. Provide proper and timely extraction of methane gases and other gases at the Solid Waste Disposal Facility.

The County shall operate, repair, reconstruct and close, during the term of this Agreement, the Solid Waste Disposal Facility to maximize the use of the Solid Waste Disposal Facility after final closure pursuant to the conservancy zoning nature of the site and to allow possible use as a Solid Waste Transfer Facility. No buildings or improvements shall be constructed or installed after final closure, except if necessary for the Solid Waste Transfer Facility storage operations without the Town Board WRITTEN approval, except as noted in (J). No public access nor any motorized vehicle access, without County and Town Board Approval, shall be allowed after Final Closure by the County of the Solid Waste Disposal Facility, except at the location of any Solid Waste Transfer Facility storage operations, and except that motor vehicles may be utilized by the County, its agents or employees for tree and shrub planting and harvesting, vegetation maintenance, maintenance of the environmental and physical integrity of the cap cover, leachate collection, methane maintenance, waste removal, remedial actions, fencing maintenance, emergency care, public nuisance control and weed control by the County.

J. Access to Facility/Testing at Facility. The County, during the term of this Agreement, shall be allowed to enter by its officers, employees or agents, the Solid Waste Disposal Facility and the Solid Waste Transfer Facility, including the Active Fill Area, at anytime for the limited emergency care purpose of abating potential public nuisances, and protecting public health, welfare and safety of persons and property in the Town. Any such emergency care entry by the County shall be notified by the County to the Town Clerk within twenty-four (24) hours of entry. The Town, by its officers, employees and agents shall have a right to access the Solid Waste Disposal Facility and Solid Waste Transfer Facility for inspection and sample collection with twenty-four (24) hours written notice to the County Clerk (except in an emergency declared by the Town Board where no notice will be required). The Town, its officers and agents shall take all reasonable safety precautions prior to and while traversing the Solid Waste Disposal Facility and Solid Waste Transfer Facility. The Town, its officers, employees and agents shall obtain and use all appropriate safety equipment prior to entry and while traversing at the Solid Waste Disposal Facility and Solid Waste Transfer Facility. The Town shall be provided by the County all written appropriate safety and health rules and procedures for entry and traverse at the Solid Waste Disposal Facility and Solid Waste Transfer Facility.

The Town, its officers, employees or agents, while at the Solid Waste Disposal Facility and Solid Waste Transfer Facility shall have the right, at its expense and discretion, to investigate the Solid Waste Disposal Facility for compliance with any DNR approved Plan of Operation and with this Agreement, and to collect samples of soils, dust, waste, recyclable material, leachate, surface water and ground water at the

Solid Waste Disposal Facility. The County, at time of collection, has the right to obtain, from the Town, split samples of the materials to be removed by the Town from the Solid Waste Disposal Facility.

K. New Solid Waste Disposal Facility. The County and Board, except as noted in V (A) regarding a Solid Waste Transfer Facility, shall not construct nor have licensed by the DNR any new or expansion Solid Waste Disposal Facility, Hazardous Waste Facility or any type of incinerator or other waste, storage, disposal or treatment facility in the Town of Stockton, without written approval of the Town Board and with compliance with Chapter 289 Wisconsin Statutes or its successor Chapter, for a period of fifteen (15) years after final closure of the Solid Waste Disposal Facility. The County and Board shall not construct, install, operate or maintain a Solid Waste Transfer Facility aside from at the Solid Waste Disposal Facility or at any other location in the Town without receipt of the appropriate permits and approvals from the Town and DNR, and without full compliance with the Town ordinance provisions and DNR regulations existing at the time of construction, installation, operation and maintenance of the Solid Waste Transfer Station and without compliance with this Agreement, where applicable.

L. Deed Restrictions. The County must notify the Town of Stockton if it intends to sell or provide a prohibition of uses long-term lease defined as ten years or more any or all of the following real property (f/k/a the "Burling" property as well as the "Fay" property) to any other party. The County, for the term of this Agreement, may not use or allow the use of this real property for any type of solid waste, hazardous waste, demolition or construction material facility, or other waste facility, including any disposal, storage, or treatment facility. A copy of any bona fide third party offer shall be included in the notification, and the County must, upon conveyance by deed restriction, for the term of this agreement, prohibit and enforce against any future use of the described real properties for use of any type of solid waste, hazardous waste, demolition and construction waste, or other waste facility, including disposal, storage, or treatment facilities, and further, by deed restriction, prohibit and enforce a restriction prohibiting the use or drilling of any potable well within 1200 feet of any the property line of the property owned by the town as landfill, f/k/a dump, providing however that within the 1200 foot restriction set forth, the parcels may be developed in accordance with green and open space development principles under the terms of county ordinance provisions for the term of this Agreement (i.e. that residences may be within that area so long as the prohibition against wells is observed). The County and the Town may waive the well prohibition provisions in writing. The properties are more specifically described as follows (hereinafter described as "Proposed Solid Waste Disposal Facility, f/k/a the "Burling" as well as the "Fay" property"):

The South one-half of the Northeast Quarter, EXCEPT that part conveyed to the Town of Stockton by deed recorded in Volume 267 of Records, page 630; AND, the North one-half of the Southeast Quarter, all in Section 34, Township 24 North, Range 9 East, Town of Stockton, Portage County Wisconsin (fka "Burling" property) AND real property in the Town of Stockton, all of such property being located in Portage County, Wisconsin; more particularly described as follows, (fka "Fay" property):

Parcel Number 034-24-0934-02.02: Lot 1 CSM 6386-23-209&A Bng Prt NWNE S34 T24 R0-2.2 5A 674/621 677/937; CSM 23/209; Parcel Number 034-24-0934-02.03: Lot 2 CSM#6386-23-209&A Bng Prt NWNE S34 T24 R9-2.3 5A 674/62; 677/937; CSM 23/209; Parcel Number 034-24-0934-02.04: Lot 3 CSM#6386-23-209&A Bng Prt NWNE S34 T24 R9-2.4 5A 674/62; 677/937; CSM 23/209; Parcel Number 034-24-0934-02.05: Lot 4 CSM #6387-23-210&A Bng Prt NWNE S34 T24 R9-2.5 5A 674/62; 677/937; CSM 23/210&A; Parcel Number 034-24-0934-02.06: Lot 5 CSM#6387-23-210&A Bng Prt NWNE S34 T24 R0-2.6 5A 674/62; 677/937; CSM 23/210&A; Parcel Number 034-24-0934-02.07: Lot 6 CSM#6387-23-210&A Bng Prt NWNE S34 T24 R9-2.7 5A 674/62; 677/937; CSM 23/210&A; Parcel Number 034-24-0934-02.08: Outlot 1 CSM#6387-23-210&A Bng Prt NWNE S34 T24 R9-2.8 3.19A 674/62; 677/937; CSM 23/210&A.

SECTION VI – ROADS/TRANSPORT OF WASTE

- A. Designated Route/Damages - The County, during the term of this Agreement, will not transport nor allow the transport of any waste, recyclable material or other waste material to and from the Solid Waste Disposal Facility or Solid Waste Transfer Facility, except on the designated route. The designated route for transport to and from by motor vehicles is Highway 10 to County QQ to the Solid Waste Disposal Facility or Solid Waste Transfer Facility. THE COUNTY SHALL NOT TRANSFER, jurisdiction, possession or control of COUNTY QQ, DURING THE TERM OF THIS AGREEMENT, TO THE TOWN WITHOUT WRITTEN APPROVAL. The County will not transport, nor allow transport on any secondary route, including any Town road in the Town, for disposal operations, storage operations, emergency care operations, final closure or long term care operation by its employees, its agents or any authorized transporters, without written approval of the Town Board. The County will not transport nor allow transport in the Town on County Trunk KQ (or on that same road if and when it is transferred by the County to the Town) for disposal operations, storage operations, emergency care operations, closure operations and long term care

operations by its employees, its agents or any authorized transporters without written approval of the Town Board.

The above designated route provision does not include any authorized waste or authorized recyclable waste collection by vehicle in the Town by the County, its employees, its authorized transporters or its agents where the source of the waste or recyclable material collected by the County, its authorized transporters or its agents is solely from the Town landowners or residents.

- B. Access Points/Signs/Tire Cleaners – The County, during the term of this Agreement, shall have only one (1) access driveway location for ingress and egress to and from the public road to the Solid Waste Disposal Facility, or to the Solid Waste Transfer Facility, unless the Town Board approves in writing a secondary driveway access location. The driveway or any secondary driveway shall be maintained in a dust free manner. The County shall install and maintain all appropriate traffic and site identification signs at its expense at the access locations. The County shall install and maintain appropriate tire cleaners at the exit locations to remove dust and mud from vehicle tires exiting onto the public roads. The County shall maintain at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility access a proper and well-maintained Solid Waste Disposal Facility or Solid Waste Transfer Facility identification sign. No other Solid Waste Disposal Facility identification signs shall be installed or maintained by the County in the Town without Town Board written approval.
- C. Vehicle Containers/Waste Discharge – The County, during the time of this Agreement, shall be responsible to and shall warrant to the Town that any vehicle operators, including any employees or agents of the County and any authorized transporters, involved in disposal, emergency care, closure and long-term care operations shall transport with vehicles that have waste and material containment devices sufficient in design, maintenance and operation to prevent unintended waste or material discharge in the Town. These vehicles shall meet all State statutory and regulatory requirements for transport to and from the Town and the Solid Waste Disposal Facility. The County shall be responsible to insure the Town that all discharges in the Town by any transporter traversing to and from the Solid Waste Disposal Facility or Solid Waste Transfer Facility shall be immediately removed from the Town fully and properly remediated by the transporter or the County or both.
- D. Authorized Transporters – The County shall be responsible to and shall warrant to the Town, during disposal operations, that only authorized transporters will ingress and egress the Active Fill Area of the Solid Waste Disposal Facility for

disposal purposes or access to the Solid Waste Transfer Facility for storage purposes. Authorized transporters shall include transporters with DNR licenses as well as occasional transporters to the Solid Waste Disposal Facility or the Solid Waste Transfer Facility who must obtain a permit. The County shall not accept at the Solid Waste Disposal Facility or the Solid Waste Transfer Facility any waste, recyclable material or other waste material from any person other than an authorized transporter, except for persons disposing at waste bins located in the Solid Waste Disposal Facility or in the Solid Waste Transfer Facility. The County shall timely inform in writing the authorized transporters of the primary access requirements of this Agreement and the waste containment provisions of this Agreement. All authorized transporters authorized to dispose or store waste at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility shall be licensed by the DNR or its successor agency for waste transport in Wisconsin as required by law. The County shall immediately inform in writing the Town Clerk, if any unauthorized transporter disposed, stored, treated, recycled or mined waste, recyclable material or other waste materials in the Solid Waste Disposal Facility or in the Solid Waste Transfer Facility.

- E. Traffic Screen – The County, during the disposal and storage operations, shall visually screen by various environmental methods that are approved in writing by the Town Monitoring Committee, the routes and roadways of the authorized transporters within the Solid Waste Disposal Facility and Solid Waste Transfer Facility to limit the visibility of the waste disposal and storage operations in the Solid Waste Disposal Facility and in the Solid Waste Transfer Facility.

SECTION VII – PUBLIC HEALTH PROTECTION

A. Initial Groundwater Testing – The County, during the term of this Agreement, shall maintain and test samples from landowners designated in Appendix B, from Groundwater monitoring wells, at its expense, around the perimeter of the Solid Waste Disposal Facility and within the Solid Waste Disposal Facility as set forth in Appendix B, with two upgradient sites and four downgradient sites. With prior written consent of the landowners, the County shall provide, at its expense, one round of testing of the private wells in the year 2001 pursuant to the Agreement to establish additional baseline data of the wells. This private well testing to establish baseline data will include testing for the following parameters as approved by the Wisconsin DNR: alkalinity, chloride, COD, conductivity, PH, temperature, total hardness, color, odor, turbidity and VOCs, but not elevation. The results of these tests shall be sent in writing by the County to the Town Clerk, and the appropriate landowners and occupants within ten (10) days of receipt by the County.

B. Testing. The County, or by its agents, with cooperation of the appropriate landowners, shall inspect the wells for casing integrity within sixty (60) days after execution of this Agreement and take water well samples within one hundred and twenty (120) days after execution of this Agreement. The well water samples shall be taken and analyzed by a certified laboratory. The County, upon request of the Town, in writing, shall split samples with the Town.

C. Environmental Monitoring. The private wells set forth in paragraph A and Appendix B, that meet the requirements of the Wisconsin Administrative Code for private potable water, as determined in writing by the Town Board, will be eligible to participate in an environmental monitoring program. The well test set forth in Paragraph A will be repeated in the second and fifth year of this Agreement and every fifth year thereafter to the expiration of the Agreement of downgradient wells only. Private wells that are determined to not meet the requirements of the code, upon compliance, will be eligible for testing under this provision. The Town Board will, at its sole discretion, determine compliance.

The results and analysis of these tests shall be provided in writing to the Town Clerk, the landowners and occupants, by the County within 30 days of receipt of the results.

At any date after the execution of this Agreement until the termination of this Agreement, any water supply wells outside those set forth in Appendix B are NOT covered for testing under this Agreement.

D. Immediate Water Replacement. If at any time during the term of this Agreement any water well noted in Appendix B, regardless of its use, shall test positive for pollution, contamination or impurity present and exceeding a drinking water quality standard or criterion established under Federal or State law or regulations, including orders of either the Wisconsin DNR or the USEPA, as determined by the County and the Town Board, which may be caused either in whole or in part, by the Solid Waste Disposal Facility or its disposal operations or the Solid Waste Transfer Facility or its storage operations, and which may make the water from such well unsuitable or unsafe for human or livestock use or consumption, under legal standards, the following procedure shall apply: The County may require or instruct, (in writing or orally with written confirmation as soon as possible) that the landowner use an alternative water supply. Upon such notice to the landowner, the County, shall arrange for immediate short-term delivery of potable water with the County conditionally guaranteeing the costs of such temporary potable water delivery, supply and service. If potable water replacement to the landowner is determined by the County to extend beyond the initial period of immediacy,

thereupon the County shall at its expense, arrange, provide and furnish to the owner and occupants of the affected property such amounts of potable water at such frequencies and duration of time as the owner may reasonably require. As an alternative, the County may provide a new water source or well at least comparable in characteristics to the previous water source or well and free of such pollution, contamination or impurity to the property affected and with the written approval of the landowner. If the County offers this alternative and the landowner refuses this alternative unreasonably or without good cause as determined by the Town Board, then as to such well, no further testing, well replacement or water replacement under this Article shall be required of the County or Town. This guarantee by the County is conditional in that it is subject to a requirement of full repayment of costs incurred by the County from the landowner, as set forth, in the event the Town Board and County mutually, in writing, later determine within the Solid Waste Disposal Facility or its disposal operations or the Solid Waste Transfer Facility and its storage operations, or is not likely the cause of the contamination, pollution or impurity of the water in these wells. If the Town or County can not mutually in writing agree, regarding the responsibility of the County under this provision, an arbitrator may be requested by either the Town or County to arbitrate in Portage County with the arbitrator to be appointed by the Circuit Court and to act pursuant to Chapter 788 Wis. Stats, or its successor chapter. The arbitrator will make the determination of pollution, contamination or impurity, the determination of the likely causation of such pollution, contamination or impurity and the determination of the unsuitable or unsafe conditions of the water. These determinations shall be binding upon the Town and County. The County and the Town will equally share the cost of the arbitrator.

E. Replacement Water Conditional Upon Reasonable Access – The obligation of the County to supply potable water or to provide a replacement well or replacement water source is conditional upon the landowner and property occupants cooperating with the County to allow reasonably unrestricted access, sampling and testing of the wells as determined by the Town Board in writing.

F. Recovery of Costs – Parties eligible for financial assistance from the State of Wisconsin for the replacement of private water supplies, well replacement and other water source replacement shall cooperate with the County and the Town in making application for such funds.

As to any landowner, until the Town Board and County mutually, in writing, determine that the Solid Waste Disposal Facility or its disposal operation or the Solid Waste Transfer Facility or its storage operations is not likely cause of the well contamination, pollution or impurity in the water, the County shall pay all costs of

providing immediate water replacement or well replacement or replacement of the water source less any amounts paid for by any State of Wisconsin fund or program; however, if the Town Board and County mutually, in writing, determine that the Solid Waste Disposal Facility or its disposal operation, or the Solid Waste Transfer Facility or its storage operations is not likely the cause of the well contamination, pollution or impurity, the Town and County may assess the landowner, to the extent permitted under applicable law, to recoup all or part of the costs of water replacement or well replacement or replacement water source to the extent that the Town required the County to provide or guarantee the same. If there are costs that cannot be reimbursed by the State of Wisconsin or assessed, the Town Board and the County both reserve the right to proceed at law against the landowner who may be unjustly enriched. On any date after the execution of this Agreement until the termination of this Agreement, any additional water supply wells that are constructed for human consumption within the area depicted in Appendix A are not covered for testing water replacement or water supply under this Agreement.

SECTION VIII – FACILITY MONITORING COMMITTEE

A. Structure. A Facility Monitoring Committee will be established constituting four members, three appointed by the Town of Stockton and one by the Portage County Solid Waste Board. The Town Board will, upon execution of the Agreement and during the duration of this Agreement, appoint and re-appoint three (3) citizen members to the Facility Monitoring Committee. The Chairperson of the Facility Monitoring Committee will be from among those appointed by the Town of Stockton. Terms of members will be staggered. One (1) shall serve a term of one (1) year. One (1) shall serve a term of two (2) years. One (1) shall serve a term of three (3) years. All terms after the initial appointment terms shall be for three (3) years. Each year, in January, the position appointments will be acted on by the Town Board. Any vacancy by resignation or death shall be filled within thirty (30) days. All members must reside in the Town and shall not have a conflict of interest as determined by the Town Board. The County shall appoint one member to the Monitoring Committee, whose costs shall be borne by the County for a term of two years, and will not be eligible to serve as Chairperson.

B. Meetings and Procedure. The Committee shall meet as many times as deemed necessary. The Committee shall meet at least twice a year to review all documents written and concerns noted to the Committee. The County will timely pay the Committee members the County per diem rate, if known, for all meetings where a Quorum was present. If no known per diem rate, then the Committee shall receive a rate of nine (9) dollars per hour with an escalator of 4% compounded annually commencing in 2000. THE ANNUAL AMOUNT TO BE PROVIDED PER

MEMBER IN 2000 BY THE COUNTY SHALL NOT EXCEED ONE HUNDRED AND FIFTY DOLLARS (\$150) PER YEAR WITH AN ESCALATOR OF 4% COMPOUNDED ANNUALLY COMMENCING IN 2001. The Chair will be elected by the members as set forth above. All meetings will be open to the public and subject to the open meeting and records laws. The County and the Town Clerk shall receive written notice of every meeting at least twenty-four (24) hours in advance. The purpose of the Committee is to monitor the disposal, storage, emergency care, closure and long-term care operations of the Solid Waste Disposal Facility and to provide information and non-professional advice to the Town Board RELATED TO THE SOLID WASTE DISPOSAL FACILITY and the Solid Waste Transfer Facility.

C. Access. The Committee shall have complete access to all OPEN public records, correspondence, reports and data concerning the Solid Waste Disposal Facility and Solid Waste Transfer Facility, including financial, scale tickets and similar documents except such documents as may be legally CLOSED OR privileged by the Town or County. THE COUNTY SHALL COOPERATE FULLY IN PROVIDING THE COMMITTEE WITH WRITTEN INFORMATION RELATED TO THE SOLID WASTE DISPOSAL FACILITY and Solid Waste Transfer Facility, INCLUDING ANY COMPLAINTS OR CONCERNS RELATED TO DISPOSAL OPERATIONS, STORAGE OPERATIONS, FINAL CLOSURE OPERATIONS AND LONG-TERM CARE OPERATIONS.

D. Changes in Plan. Any proposed changes in any DNR Plan of Operation, Final Closure plan or other long term care plan relative to the Solid Waste Disposal Facility or the Solid Waste Transfer Facility by the County shall be immediately noticed to the Committee. The Committee will review information relating to ground water monitoring data, including private wells.

E. Reports. The Committee chair will report all information gathered to the Town Board in writing, as needed. The Committee, for purposes of the State Ethics, State Records and State Open Meeting Law shall be considered a sub-unit of the Town. The Town Board, may, at its discretion, appoint the Town Plan Commission or any other Town Committee to act as the Facility Monitoring Committee pursuant to this agreement with an appointed County member for purposes of the Facility Monitoring Committee only upon formal resolution with a notice of the resolution forwarded to the Committee and the County. Upon notice to the County, the Facility Monitoring Committee shall cease to function and all duties and rights of the Committee shall be those of the Town Plan Commission or any other Town Committee and its members. The Town Board may, at its discretion, reestablish the Committee by like action and notice.

SECTION IX. – LOCAL APPROVALS

- A. General Waiver – The Town waives its appropriate authority, control and enforcement, as to the Solid Waste Disposal Facility and the Solid Waste Transfer Facility, any existing Town Ordinances and any such future ordinances, and waive applicable existing or future ordinances, regulations, permits, licenses and other local approvals that are or would be required of the County in order to allow the County to specifically operate, maintain, repair, reconstruct and close the Solid Waste Disposal Facility and to conduct disposal, storage, emergency care, closure and long-term care operations at the Solid Waste Disposal Facility or Solid Waste Transfer Facility in compliance with this Agreement and with the DNR approved Plan of Operation, approved Final Closure Plan and the Long term Care Plan. Specifically, local approvals and controls by the Town are waived for the County, its agents and its authorized transporters which shall allow them to permanently dispose, in compliance with this Agreement and in compliance with DNR approvals, any authorized waste at the active fill area and to conduct disposal, storage, emergency care, closure and long-term care operations, in compliance with this Agreement, during the authorized term at authorized times and dates.
- B. Recourse by the Town – The Town, from execution of this Agreement until termination of this Agreement, shall have the specific authority to seek to enjoin uses, operations, business or activities at the Solid Waste Disposal Facility, and Solid Waste Transfer Facility, including disposal or storage of waste, recyclable materials or other materials at the Solid Waste Disposal Facility and Solid Waste Transfer Facility in the event of occurrence of any of the following violations which remain uncured following notice by the Town. A reasonable opportunity to cure shall be presumed to be two (2) months after the receipt of written notice from the Town to the County of the alleged violation.
1. The County, its authorized transporters, its agents or other persons did dispose, store, or treat hazardous waste or other unauthorized waste or material in the Solid Waste Disposal Facility contrary to this Agreement.
 2. The County exceeded the design capacity amount or closure date of December 31, 2006, as authorized by this Agreement.
 3. The County violated the maximum height of the Active Fill Area as authorized by the Plan of Operation.
 4. The County violated the hazards notice requirement as required by this Agreement.

Nothing above noted in this section prevents or limits the Town to take the appropriate legal actions against the County, or its authorized transporters or

agents. In addition, the Town Board of the Town has the right to enact a public nuisance ordinance for which the County, its authorized transporters, its agents and any other person may be penalized and fined (and enjoined if necessary) by the Town for public nuisances, including actions at the Solid Waste Disposal Facility or the Solid Waste Transfer Facility or at their operations related thereto in the Town.

- C. Solid Waste Disposal Facility – The County agrees the Solid Waste Disposal Facility and the Solid Waste Transfer Facility for purposes of this Agreement, is to be with the following described real property in the Town, including any buildings and improvements; namely: S 1/2 NW 1/4, Section 34, T24N, R9E as described and set forth in Appendix A.
- D. Additional Specific Waivers – From execution of this Agreement until the termination of this Agreement, the above-noted waivers of jurisdiction and control by the Town, and in addition, this Agreement, allows the County, its agents, its employees and its authorized transporters to conduct, beyond the Solid Waste Disposal Facility, certain specific waste transport operations, closure operations and long-term care operations in the Town as authorized by DNR and by this Agreement; specifically:
1. Transporting in the Town by motor vehicle, from execution of this Agreement until Final Closure to and from the Solid Waste Disposal Facility the authorized waste, for disposal operations and transporting in the Town by motor vehicle from final closure of the Solid Waste Transfer Facility or fifteen (15) years from the date of Final Closure of the Solid Waste Disposal Facility, whichever date is earlier on authorized roads and road routes, during authorized times and authorized dates in authorized vehicles by the County, its agents or its authorized transporters.
 2. Transporting in the Town by motor vehicle, from execution of this Agreement until termination of this Agreement, from the Solid Waste Disposal Facility, any leachate, hazardous waste or other unauthorized waste on authorized roads and road routes, during authorized times and authorized dates in authorized vehicles by the County, its employees, its agents or its authorized transporters.

SECTION X – MUNICIPAL SERVICES

- A. Reimbursements – The County, from execution of this Agreement until termination of this Agreement, shall reimburse, within thirty (30) days after the Town submits a written invoice to the County, any reasonable and necessary costs incurred by the Town or any reasonable and necessary cost for services, above

and beyond normal cost and services provided the Town to industrial, commercial or municipal residents and which were provided or purchased by the Town in responding to or acting with or without County approval upon the following:

1. Fires, explosions, accidents or any other emergency occurring at the Solid Waste Disposal Facility, at the Solid Waste Transfer Facility or their operations related thereto within the Town or fires, explosions, accidents or any other Emergency occurring as a result of disposal operations, storage operations, emergency care, closure operations, and long-term care operations or as a result of any transportation of waste, recyclable material or other waste material to or from the Solid Waste Disposal Facility or the Solid Waste Transfer Facility in the Town.
2. Spills or discharges of wastes, recyclable material, or other waste materials in the Town which occur during the transport by the County, its agents or its authorized transporters of waste, recyclable material or other waste materials to or from the Solid Waste Disposal Facility or Solid Waste Transfer Facility.

The Town reserves the right to enact future ordinances or resolutions concerning police, fire and other emergency service costs or charges which will be applicable to the County, its agents and its authorized transporters.

- B. Fire Protection, Police Emergency, Rescue/Ambulance Services – The County, from execution of this Agreement until termination of this Agreement, will pay OR REIMBURSE to the Town or the appropriate FIRE, HAZMAT, POLICE, RESCUE, AMBULANCE OR EMERGENCY D) Departments all the established equipment and manpower REASONABLE COSTS AND expenses INCURRED, AND OTHER RELATED COSTS AND EXPENSES, for any and all Fire Department, POLICE, EMERGENCY, HAZMAT, RESCUE and ambulance calls to the Solid Waste Disposal Facility, or to the Solid Waste Transfer Facility, OR AS A RESULT OF THE DISPOSAL, STORAGE, CLOSURE AND LONG-TERM CARE OPERATIONS OF THE COUNTY AT ANY LOCATION IN THE TOWN. The County shall hold the Town harmless for any damages, costs, expenses, penalties, fines, orders or injuries as a result of any fires, explosions and hazardous waste discharges occurring in the Solid Waste Disposal Facility or Solid Waste Transfer Facility or their operations related thereto in the Town. The County, during the term of this Agreement, shall provide law enforcement, security and emergency care service to the Solid Waste Disposal Facility and the Solid Waste Transfer Facility. The County shall keep and maintain, during the term of this Agreement, fire extinguishers in all on-site motor vehicles and heavy equipment used at the Solid Waste Disposal Facility or Solid Waste Transfer

Facility. Each building at the Solid Waste Disposal Facility shall have, during the term of this Agreement, at least one (1) workable fire extinguisher. The County, during the disposal and storage operations, shall not allow any ignited loads of waste disposed in the active fill area. The County shall immediately extinguish any fire in the Solid Waste Disposal Facility.

- C. Legal and Negotiation Fees – The County shall reimburse the Town's negotiation and legal Expenses related to the negotiation of this Agreement, up to, but not exceeding, thirty thousand dollars (\$30,000.00). The Town shall be responsible for all legal expenses, if any, in excess of this amount. After execution of this Agreement, the Town shall provide the County with an itemization of its legal and negotiation expenses and copies of all relevant bills submitted to the Town. Except as qualified in the provision above, the County shall pay the Town Clerk the above noted legal and negotiation expenses within thirty (30) days after receipt of the Town's itemization. This amount shall include any legal and negotiation expenses incurred by the Town through the date of execution of this Agreement.

SECTION XI – PAYMENTS TO THE TOWN

- A. Cost Reimbursement. – The County shall pay, upon execution of this Agreement, until final closure date, an amount due to the Town in direct payments in the amount of seventy-eight thousand dollars (\$78,000.00) for each year of 2001, 2002 and 2003. Payment for the year 2001 shall be due upon execution and ratification of this agreement; subsequent payments shall be due on or before January 15th for each each year thereafter until 2003, commencing on or before January 15th, 2002. The amounts set forth reflect the stipulated amount of cost and other reimbursement to the Town for the operation of the Facility, as set forth by law, sec. 289.33 (8) Stats.

B. Payment Option. There shall be a payment option to be executed and delivered on or before December 15, 2003 from the County to the Town of Stockton in the amount of one hundred thirty-six thousand dollars (\$136,000.00). If such payment is made, then the facility shall be permitted to operate as a Solid Waste Disposal Facility pursuant to this Agreement until Dec. 31, 2006. If no such payment is made, then the Solid Waste Disposal Facility and its disposal operations must close with the last day of operations to be Dec. 31, 2003; closure activities and operations would then be permitted in 2004 to be completed in a timely manner.

- C. No Refund for Removal – The County, its employees, its agents or its authorized transporter, during the term of this Agreement, may by Court order, by DNR order or Agreement of the Town Board remove waste, recyclable material or other waste

material disposed at the Solid Waste Disposal Facility from the Solid Waste Disposal Facility, however, such removal shall not affect or be a credit against any direct payment under this Section.

SECTION XII – REMEDIES

- A. Legal Actions – In perpetuity, upon notice that any anticipated or unanticipated occurrence in the Town associated with or related to the Solid Waste Disposal Facility, including, but not limited to, occurrences associated with disposal operations or storage operations at the Solid Waste Disposal Facility or Solid Waste Transfer Facility which do or will present an unreasonable harm to persons or property, a danger to the public health, welfare and safety, or do or will cause damage to the natural resources in the Town, or does or will violate provisions of this Agreement, the Town may commence a legal action to enforce the provisions of this Agreement and/or to enjoin certain actions by and against the County, its authorized transporters or agents. The County retains the right to bring an action based on this Agreement and retains the right to assert in its defense, any defense it may have in its behalf to any action brought by the Town. The prevailing party in any legal action brought by the Town against the County, its authorized transporters or agents, shall be entitled to a judgment against the non-prevailing party awarding reasonable attorney's fees and costs. These actions shall specifically include the right of the Town to commence public nuisance action against the County to abate or limit by injunctive relief any public nuisance in the Town, including at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility.
- B. Court Action by the Town – In perpetuity, the Town or its agents may commence and maintain a legal action against the County, its authorized transporters or its agents, under the law of public nuisance of common law theories of trespass, negligence, strict liability, agency or any other applicable state or federal statutory or common laws, for damages, penalties, fines, expenses and costs suffered by the Town related to any public nuisance, physical damage or physical injury to any Person or any property in the Town caused by or alleged to have been caused by the County, its authorized transporters or agents, arising in any way as a result of any anticipated or unanticipated occurrence associated with the Solid Waste Disposal Facility or Solid Waste Transfer Facility or their operations related thereto in the Town, including, but not limited to disposal operations, storage operations, emergency operations, closure operations and long-term care operations. The County retains the right to bring an action based on this Agreement and retains the right to assert in its defense, any defense it may have to any action brought by the Town. The prevailing party in any legal action

brought by the Town against the County, its authorized transporters or agents, shall be entitled to a judgment against the non-prevailing party awarding its reasonable attorney's fees and costs.

- C. Administrative Action by Town or by the County – In perpetuity, unless barred by the statute of limitations and if it deems it necessary, the Town may petition the DNR under Section 289.92 Wis Stats, or Section 291.89 Wis Stats, or their successor provisions to initiate action by the DNR against the County, its officers, its employees, or its agents for any alleged violation by the County of any License or order established or issued by the DNR. The County retains the right to assert in its defense any defense it may have related to any petition(s).
- D. Indemnification – The County, in perpetuity, shall indemnify, hold harmless, and defend the Town, its officers, its employees, and its agents along with the Local Committee, its members and its agents (hereafter all called Indemnified Parties), from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorney's fees, removal action costs and remedial action costs), interest and damages that it or they might suffer or be obligated to pay out to another as a result of any claim, order, demand, suit, action or right of action brought by another person for damages, costs, orders, expenses, penalties, fines, or damages that arise as a result of any occurrences that are caused by disposal operations, storage operations, emergency care operations, closure operations and long-term care operations of the County or its authorized transporters; provided the County is provided prompt notice within thirty (30) days of any notice of claim.

The above-noted provision shall include full reimbursement to the Indemnified parties for the legal fees and the legal costs of any legal defense by the Indemnified parties. Notwithstanding the foregoing, there shall be no obligation on the part of the County to indemnify, hold harmless or defend the Indemnified Parties if the alleged costs, expenses, penalties, fines, injuries or damages that arise from or is caused solely by any willful or wanton act or omission or any intentional act or omission, of any one of the Indemnified Parties or is caused solely by the negligent act or omission of only one of the Indemnified Parties.

SECTION XIII – ECONOMIC PROTECTION

- A. General Provisions – The County, during the term of this Agreement, agrees that the economic protection as described in this Section shall apply only to those portions of parcels depicted on Appendix C, surrounding the Solid Waste

Disposal Facility ("Eligible Parcel(s)"). All areas, parcels and portions of parcels outside the shaded areas on Appendix C are ineligible.

The economic protection payments by the County to be made under this Section are a determination by the parties to this Agreement of the negative market value and enjoyment impacts allegedly relating to the Solid Waste Disposal Facility, which the Solid Waste Disposal Facility HAS OR will have on surrounding properties. The acceptance of the compensation amount by the current property owners listed in paragraph C herein shall not be deemed a waiver of any legal right said owners may have to bring or participate in any legal action against the County to remedy, nuisance, health, safety or real property impacts, damages or injuries alleged to be caused by operation, maintenance, repair, closure, long-term care or disposal or storage operations at or near the Solid Waste Disposal Facility and the Solid Waste Transfer Facility in the Town; however the parties agree that such payment shall be deemed a credit for County in any judgment from such listed action.

- B. Class of Eligibility; Eligible Owners – The only Eligible Persons are residential property Owners as recorded in the Register of Deeds Office in Portage County on January 1, 2000, and are the listed residential property owners of the Eligible Parcels identified in paragraph C below.

C. Identification of Eligible Owners of Eligible Parcels. The following persons are identified as residential property owners of Eligible Parcels IN APPENDIX C as of the date of this Agreement. To the knowledge of the parties, no other persons have an ownership interest in Eligible Parcels. No persons, other than those identified herein, are eligible as follows: Ten thousand dollars (\$10,000) to James and Eileen Bronk, Irma Zimmerman, Robert and Marie Gill, Herman and Cheryl Gagas, Leonard and Ruth Pliska, Harlan and Cecelia Hoffbeck; and Five thousand dollars (\$5,000) to Bradley and Kellie Wiza, Kenneth Rozek, Mary Maller, Charles and Mary Egle, Ron and Christy Weseloh, Joe Neuberger, Jack and Kathy Chiula, Jeff Pliska, Bill and Betty Foss, the estate of Caroline Damask, Rob and Theresa Simon, Robin and Bianca Hoffman, and Augustine and Janet Peplinski.

D. Amount of Payment and Procedures.

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

- a. Property Diminution Portion of Payment
- b. Lack of Quiet Enjoyment Portion of Payment

The total of all payments to all property owners who are owners of parcels in the shaded area of Appendix C for property diminution and lack of quiet enjoyment shall collectively be the sum total of one hundred twenty five thousand dollars (\$125,000). Such allocation among the above current property owners as indicated above is approved by all parties to this Agreement by the execution of this Agreement. The amounts, when accepted and endorsed by the eligible property owners, do not negate or limit any rights, claims or actions they individually may have against the County or its authorized transporters, including actions in trespass, negligence and public nuisance.

Payment shall be made in one (1) installment. Payment shall be due TO THE TOWN from the County, thirty (30) days after execution of the Agreement by the Town, to the escrow agent as set forth below.

The County shall make payment in checks in the amount established by paragraph C and noted in Appendix C with the landowner and Town as joint payees to an escrow agent attorney acceptable to the Town within thirty (30) business days of the date established in the preceding paragraph. The escrow agent will be paid by the county. As a condition of receipt of payment, the eligible persons must execute an agreement in accordance with the principles of this section, providing however that neither the Town nor the County warrant any specific tax consequence for the tax treatment of such payment.

The list of property owners in paragraph C AND NOTED IN APPENDIX C shall be frozen effective as of the date of January 1, 2000, and any sale, lease, transfer or conveyance subsequent to such date shall not negate the obligation to pay the above noted amounts to THE NOTED eligible Persons. Subsequent owners shall not be entitled to ANY economic protection, enjoyment impact or property diminution payment from the County. All subsequent owners and successors in title shall be deemed to take title with full knowledge of the current operation and maintenance of this Solid Waste Disposal Facility and this Agreement. ALL ELIGIBLE PERSONS WERE NOTIFIED BY THE TOWN, BY CERTIFIED MAIL RETURN RECEIPT REQUESTED PRIOR TO THE EXECUTION OF THIS AGREEMENT THAT THEY MAY BE ELIGIBLE FOR COMPENSATION UNDER THIS AGREEMENT.

Eligible PERSONS OR their authorized agent shall accept the checks from the escrow agent and shall accept payment by possession and endorsement of the checks within sixty (60) days of their receipt of the checks made payable to them from the County. Failure to accept possession of the check, make endorsement of the check and the specified agreement and accept payments within the time

period will negate any requirement for payment BY THE TOWN OR COUNTY to the individual ELIGIBLE PERSONS who refuse to accept possession and make endorsement of the checks. The Town Board shall be informed in writing by the escrow agent of the status of all endorsements and payments within thirty (30) days of receipt of the checks by the escrow agent from the County.

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

Any unpaid sums shall revert to the County. This list of eligible persons is exclusive. It is the intent of the parties that lien holders, mortgage holders, financial institutions and any persons not listed are therefore not eligible for any cash payment hereunder.

SECTION XIV – OWNERSHIP/RESPONSIBILITY

A. Control by County – The County, during the term of this Agreement, shall warrant, and be responsible that the Solid Waste Disposal Facility and Solid Waste Transfer Facility shall be owned, possessed, controlled and maintained by the County for the period of the disposal operations, storage operations, emergency care operations, closure operations and long-term care operations at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility until forty (40) years after final closure of the Solid Waste Disposal Facility. The County, may contract, by lease, with a third person for the DISPOSAL operations of the Solid Waste Disposal Facility. No contract or lease for operations or maintenance of the Solid Waste Disposal Facility shall in anyway limit the responsibility or liability of the County to the Town under this Agreement. This restriction may be waived by the Town in writing at the total discretion of the Town. The transfer of any part of the Solid Waste Disposal Facility or Solid Waste Transfer Facility property shall comply with the transference of responsibility provisions of Section 289.46, Wis Stats, and with the financial responsibility requirement of Section 289.41, Wis Stats, or their successor provision(s) so as to ensure the availability of funds for compliance with the closure and long-term care requirements set forth in the Plan of Operation and the requirements of this Agreement.

B. Specific Responsibilities of the County – The County shall be specifically responsible, SHALL warrant and shall have a duty from execution of this

Agreement to the termination of this Agreement to the Town to take all appropriate and necessary action to:

1. Reduce or eliminate, in cooperation with appropriate Town or County officials, in a timely fashion, any public nuisances or public health or safety or fire hazards caused by the Solid Waste Disposal Facility, the Solid Waste Transfer Facility, or the active fill area, caused by any proper or improper disposal, storage, mining, recycling or treatment operations, caused by any proper or improper closure operations or caused by ANY PROPER OR IMPROPER long-term care operations by the County or its authorized transporters in the Town.
2. Provide comprehensive remedial or removal actions, in a timely fashion, as a result of any hazardous waste discharged in the Solid Waste Disposal Facility or Solid Waste Transfer Facility, in the Active Fill Area or at their operations related thereto in the Town by the County, its authorized transporters or its agents.
3. Abate or eliminate in a timely fashion, all dust, debris or foul odors exiting from the Solid Waste Disposal Facility and the Solid Waste Transfer Facility. If after a number of repeated failed attempts to control foul odors, and if valid written verified odor complaints still persist, as determined by the Town Board, the Town is not foreclosed or limited in any way from pursuing a public nuisance action against the County to abate the odor nuisance.
4. Abate or eliminate in a timely fashion, all standing OR PONDING water (except at any DNR approved sedimentation basin) and abate or eliminate any erosion at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility or the Active Fill Area and control the surface water runoff rate at the Solid Waste Disposal Facility to no greater than at rates existing at the time of Plan of Operation approved by DNR.
5. Remove leachate in a timely fashion from the Solid Waste Disposal Facility.
6. Keep the Solid Waste Disposal Facility and Solid Waste Transfer Facility aesthetically pleasing through proper landscaping, maintenance, upkeep and clean-up of grounds,
7. Require and take specific action to insure that the Solid Waste Disposal Facility and Solid Waste Transfer Facility shall be operated, maintained, reconstructed, repaired, remediated, closed and provided the long-term care operations in a proper manner that maximizes the physical and environmental integrity of the Solid Waste Disposal Facility and Solid Waste Transfer Facility and limits potential injury or damage to persons or property in the Town BY THE TOWN BOARD.

- C. Transfer of License – The County shall not allow any other persons to obtain the DNR License for the operations, control, and possession of the Solid Waste Disposal Facility or the Solid Waste Transfer Facility without Town Board written approval. This approval is at the sole discretion of the Town Board but is subject to the provisions of the Agreement regarding lease of the management and disposal and storage operations at the Solid Waste Disposal Facility noted in III (F) and XIV (A).
- D. Assignment – This Agreement may not be assigned by any party and shall not be assigned in part from the transfer of the DNR License and the sale, lease, or conveyance of the Solid Waste Disposal Facility. No assignment of any kind shall be effective unless such successor in interest shall confirm in writing to the Town and County that it will be subject to all the provisions of this Agreement. Assignment of this Agreement will not release the County of its obligations under the Agreement unless released in writing by the Town BOARD.

SECTION XV – TERM/CLOSURE

- A. Term/Amendments – The term of this Agreement shall be from the date the last of the Undersigned parties (which shall be the Town by the Town chairperson) has executed this Agreement which shall be the date of execution of the Agreement until forty (40) years after Final Closure, unless otherwise noted in the specific sections of this Agreement. The undersigned parties are, the County of Portage, the County Solid Waste Board and the Town of Stockton and the Town Local Committee. The Town, by its Town chairperson, shall be the last undersigned TO EXECUTE THE AGREEMENT.

The Local Committee, the County, the Board and Town shall not be bound by this Agreement unless all of the named undersigned parties have executed the Agreement and the County and Town have approved the Agreement by resolution. Amendments to this Agreement must be agreed to and executed in writing by the Town, and the County. There are FIVE (5) Appendices to the Agreement (APPENDIXS A, B, C, D, AND E) and they are incorporated herein by reference.

- B. Cessation of Operations – Unless otherwise agreed in writing by the Town, upon Final Closure, the County shall cease transporting, cease authorizing such transporting and disposing to and in the active fill area and shall upon Final Closure cease all disposal operations in the Town. The storage operations, at the Solid Waste Transfer Facility, upon final closure, may commence upon proper

DNR licensure and may be maintained at the location within the Solid Waste Disposal Facility in compliance with this Agreement.

- C. Discretion to Cease Operations – The parties agree that the County retains the right at any time to permanently cease disposal and storage operations at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility; this determination is to be in the sole discretion of the County. A decision by the County to permanently cease disposal and storage of waste at the Solid Waste Disposal Facility and the Solid Waste Transfer Facility will not negate its obligations to comply with this Agreement, with its Final Closure Plan and long-term care, as approved by the Wisconsin DNR, and all other requirements imposed by the DNR upon the County under the Plan of Operation.
- D. Temporary/Emergency Closure – From execution of this Agreement, the County shall notify the Town Clerk in writing within fifteen (15) business days after any decision by the County to temporarily close the Solid Waste Disposal Facility or Solid Waste Transfer Facility, or any emergency closure and any final closure of the Solid Waste Disposal Facility or Solid Waste Transfer Facility, including any ordered closing by any Town, State or Federal agency. The County shall provide in the written notice to the Town Clerk the specific reason(s) for the temporary Emergency or Final Closure.

SECTION XVI – REPORTS/ATTENDANTS/TRANSPORTER NOTICE

- A. Reports Distributed by the County – From the execution of this Agreement until termination of this Agreement, the County shall timely provide the Town Clerk copies of all reports or correspondence provided by the County to the DNR or to any other state or federal environmental or public health agency pertaining to the Solid Waste Disposal Facility and Solid Waste Transfer Facility. These copies shall be provided at no cost to the Town. Any proposed amendments to the Plan of Operation shall be submitted by the County to the Town Clerk prior to the time of submittal to the DNR. The County shall provide to the Town Clerk copies of all written complaints or concerns from residents of Portage County.
- B. Reports Received by the County – From the execution of this Agreement until termination of this Agreement, the County shall timely provide the Town Clerk copies of all reports and correspondence received by the County from the DNR or any other state or federal environmental or public health agency pertaining to the Solid Waste Disposal Facility and Solid Waste Transfer Facility. These copies shall be provided at no cost to the Town.

- C. Test Reports – From the execution of this Agreement until the termination of this Agreement, the County shall make available to the Town Clerk upon request copies of all private well test analysis reports, and within thirty (30) days of receipt by the County of all ground water monitoring reports, leachate monitoring reports, waste characterization reports, air monitoring reports and any other government reports received by the County from a source other than that set out above in Section B, pertaining to the Solid Waste Disposal Facility or Solid Waste Transfer Facility, except if said reports are withheld from the Town by the claim of legal privilege by the County. These copies shall be provided at no cost to the Town.
- D. Attendant – The County, from execution of this Agreement until termination of this Agreement shall have at least one (1) person designated as a contact person and shall have at least one qualified CERTIFIED OPERATOR OR attendant at the Solid Waste Disposal Facility during disposal operations and at such times as required by the DNR. (An) A CERTIFIED operator for the County shall be present during earth-moving operations and shall be qualified as established by state and federal law. THE COUNTY SHALL BE REQUIRED TO FULLY COMPLY WITH §289.42 WIS STATS OR ITS SUCCESSOR PROVISION, AND THE RULES PROMULGATED UNDER THAT SECTION. THE COUNTY SHALL IMMEDIATELY REPORT IN WRITING TO THE TOWN, ANY ALLEGED VIOLATION OF CHAPTER 289 OR ITS SUCCESSOR PROVISION OR ANY RULES PROMULGATED UNDER THAT SECTION OR ANY VIOLATION OF THIS AGREEMENT REPORTED TO THE COUNTY BY ANY EMPLOYEE OR AGENT OF THE COUNTY.
- E. Long-Term Care Attendant – The County, from Final Closure until termination of this Agreement, shall have a natural person designated to the Town Clerk as a contact person, whenever storage operations, emergency care operations, closure operations or long-term care operations are being undertaken at the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility, and at such times as required by DNR. A contact person named to the Town Clerk shall be on call to respond to emergencies when no operation or activities are occurring in the Solid Waste Disposal Facility or at the Solid Waste Transfer Facility.
- F. Responsible Person – The County from the execution of this Agreement until the Termination of this Agreement shall provide to the Town Clerk the name(s), address(es), and telephone number(s) of the natural Person(s) named by the County as the contact person employed or retained by the County and shall update in writing the names, addresses and telephone numbers, as necessary. THERE SHALL BE A CERTIFIED FACILITY MANAGER AT THE SOLID

WASTE DISPOSAL FACILITY DURING ALL DISPOSAL OPERATIONS
UNTIL FINAL CLOSURE.

- G. Notice to Authorized Transporters – From the execution of this Agreement until closure of both the disposal and storage operations at the Solid Waste Disposal Facility, the County shall provide by certified mail at least one (1) written notice in every calendar year commencing January 2, 2002, to each of its authorized transporters substantially stating to them that:
1. No vehicle of an authorized transporter or any agent of any authorized transporter is allowed to deliver or remove any waste, recyclable materials or other waste materials to or from the Solid Waste Disposal Facility, the active fill area or any operations related thereto in the Town unless the vehicle is designed, constructed, loaded and maintained in such manner as to prevent any waste, recyclable material or other waste materials from discharging onto any public or private lands beyond the active fill area in the Town.
 2. The designated route permitted for vehicles of the County or its authorized transporters traveling to the Solid Waste Disposal Facility or the Solid Waste Transfer Facility, or returning from the Solid Waste Disposal Facility or the Solid Waste Transfer Facility, will be on U.S. Highway 10 and Highway QQ only. No other road or access route to or from the Solid Waste Disposal Facility or the Solid Waste Transfer Facility, or their operations related thereto in the Town or County shall be used by the County, its employees, its agents or any authorized transporters or any agents of the authorized transporters unless specifically approved by the Town Board.
 3. No hazardous waste or other unauthorized waste noted in this Agreement shall be delivered, allowed, disposed, stored, recycled, treated or mined at the Solid Waste Disposal Facility or Solid Waste Transfer Facility or any operations related thereto in the Town or any other location in the Town by the County by any authorized transporters or by any agents of any authorized transporters.
 4. The authorized transporters or the agents of the authorized transporters are required to advise the County of any intentional or unintentional disposal or discharge of hazardous waste, recyclable material, or other waste materials which occurs in the Town, beyond the Solid Waste Disposal Facility, during any transportation to or from the Solid Waste Disposal Facility or Solid Waste Transfer Facility or any other location in the Town by the authorized transporters or its agents.
 5. Any violations of these four (4) provisions by the authorized transporters or the agents of the authorized transporters shall be reported by the

authorized transporters or agents of the authorized transporters to the County within twenty-four (24) hours of occurrence or within twenty-four (24) hours of their knowledge of the occurrence.

The notice required in this Section will be given by the County in writing at least once each calendar year to each authorized transporter and shall be included in any written contract or Agreement by the County to any authorized transporter or any other person who transports any waste, recyclable material or other waste material for the County to or from the Solid Waste Disposal Facility, the Solid Waste Transfer Facility, or their operations related thereto in the Town.

SECTION XVII – GENERAL PROVISIONS

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

1. To Portage County
Attention: Portage County Clerk
1516 Church Street
Stevens Point WI 54481 Tel. (715) 346-1351
2. To the Town of Stockton
Attention: Town Clerk
P.O. Box 106
Custer, WI 54423 Tel. (715) 592-4712
3. To the Town of Stockton Local Committee
Municipal Building
P.O. Box 106
Custer, WI 54423 Tel. (715) 592-4712
4. To County Solid Waste Board
Attention: Administrator
Material Recovery Facility
600 Moore Road
Plover, WI 54467 Tel. (715) 345-5969

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

- B. Headings – The index and titles to paragraphs herein are for informational purposes only and not to be used in construing the Agreement language.
- C. Waiver – Any waiver by a party of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach of the same term or any other term or condition of this Agreement.
- D. Complete Agreement – This Agreement supersedes any prior Agreement, whether oral or written, between the parties applicable to the Solid Waste Disposal Facility and represents the complete Agreement applicable to the Solid Waste Disposal Facility. This Agreement may be amended only by the Town and the County, jointly agreeing in writing to an amendment.
- E. Presumption of Draftsmanship – In the event it is necessary to construe the language of this Agreement, it is agreed the construction shall take place without a presumption of draftsmanship against any party to this Agreement.
- F. Governing Law – This Agreement, unless otherwise set forth, shall be construed, enforced And governed in all respects in accordance with the laws, statutes, regulations and Administrative Code provisions in effect as of May 1, 2001 of the State of Wisconsin and the federal government.
- G. Saving Provision – In the event any part, term or provision shall be found contrary to or in conflict with any valid controlling law, such provision shall be deleted; however, the validity of the remaining provisions shall not be affected thereby.
- H. No Ownership or Control – Nothing in this Agreement shall be construed to give the Town or the Local Committee, any ownership status in the Solid Waste Disposal Facility, or any operator or arranger status, as defined in 42 USC 9607 (1) or its appropriate Federal or State regulations and successor provisions or as otherwise defined by any Court, for any disposal storage, treatment, mining or recycling operations, or any construction, removal, remedial maintenance, repair, reconstruction, closure or long-term care operations at the Solid Waste Disposal Facility area or any operations related thereto in the Town.
- I. County Solid Waste Board – The Board, by this Agreement and to insure compliance with this Agreement, agrees that it is an agent for the County and any current or future acts of commission or omission are acts of the County for purposes of this Agreement.

- J. Binding effect. This Agreement will bind the Town of Stockton, Portage County, the Portage County Solid Waste Board, all local and negotiation committees, and all their respective legal heirs, their legal representatives, their legal successors and their respective legal assigns.

IN WITNESS WHEREOF, the signature of each official to this agreement certifies that he or she has the requisite authority to bind their principal, and further signifies the acceptance, adoption and ratification of the agreement and all of its terms.

Agreed and Accepted:

Town
Local Committee

By: Jessie Dodge
Title: Chair - Landfill Negotiating Comm
Date: 11/27/01

Agreed and Accepted:
Portage County Solid Waste Board

By: Jan Hren
Title: Chair, Portage County Solid Waste Bd
Date: 11/27/01

Agreed and Accepted:
Portage County Board

By: Phyllis King
Title: Chairman
Date: 11-27-2001

Agreed and Accepted:
Town of Stockton

By: Ronald J. Borsini
Title: Chairman
Date: 12-10-01

APPENDIX A – Map of the Landfill Site

APPENDIX B – Map of Well Testing Provisions

APPENDIX C – Compensation to Adjoining Landowners

APPENDIX D – Vegetation Plan

APPENDIX E – Clean Sweep Program

Area Surrounding PORTAGE COUNTY LANDFILL

APPENDIX 'A'



— APA A

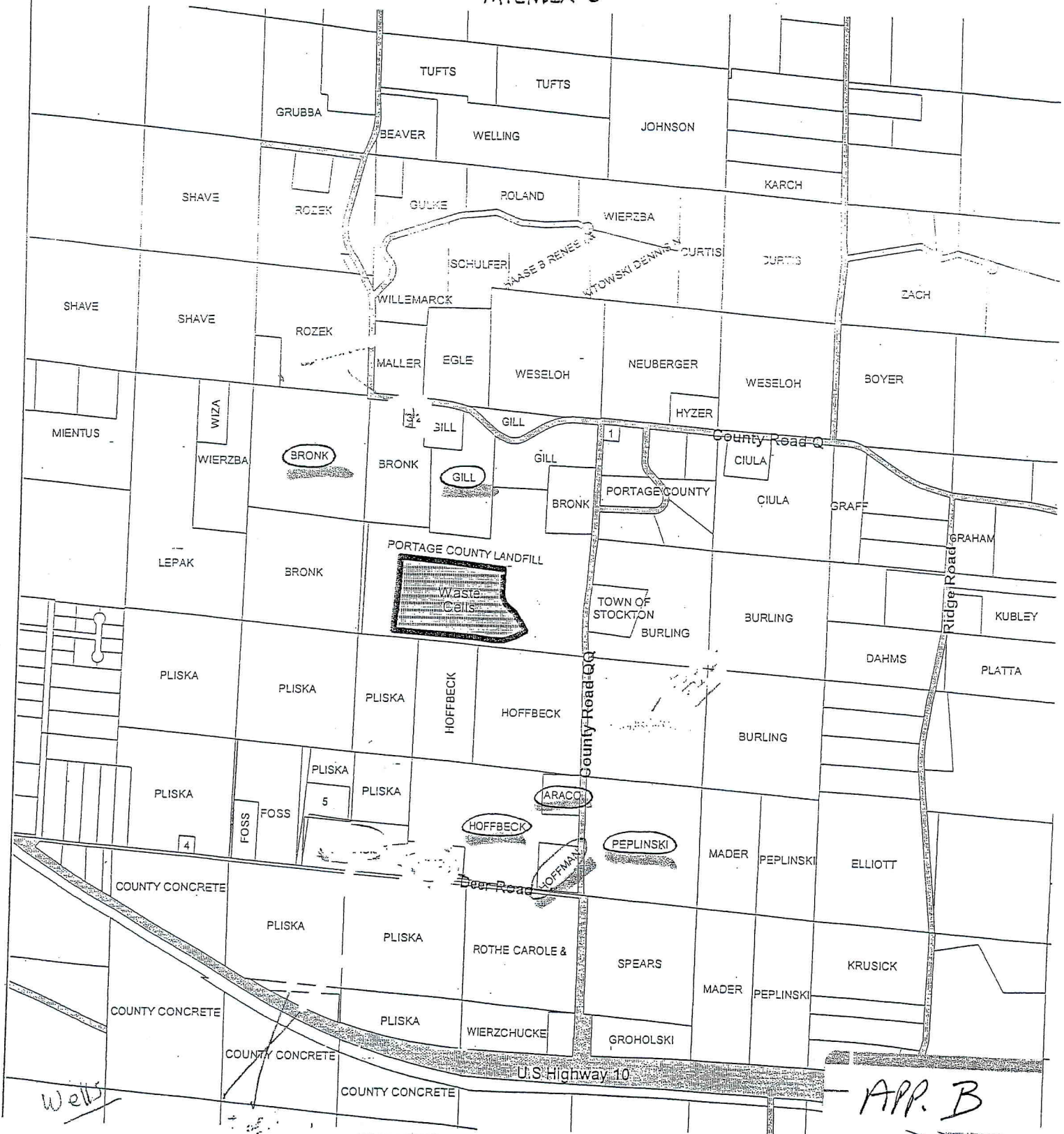


Planning & Zoning Department
October 16, 2000



Area Surrounding PORTAGE COUNTY LANDFILL

APPENDIX 'B'



APP. B



Planning & Zoning Department

October 16, 2000

- 1 GAGAS
- 2 KRAMER
- 3 KRAMER
- 4 PLISKA
- 5 MIDWEST RENEWABLE ENERGY



APPENDIX B

DOWNGRADIENT

Harlan and Cecelia Hoffbeck
7710 Deer Road
Custer, WI 54423

Robin and Bianca Hoffman
7782 Deer Road
Custer, WI 54423

Gusty and Janet Peplinski
7860 Deer Road
Custer, WI 54423

Michael and Candy Araco
2000 Cty. QQ
Custer, WI 54423

UPGRADIENT

Robert and Marie Gill
7691 Cty. Rd. KQ
Custer, WI 54423

James and Eileen Bronk
7581 Cty. Trk. K & Q
Custer, WI 54423

APPENDIX C

COMPENSATION TO ADJOINING RESIDENTIAL LANDOWNERS/\$10,000

1. James and Eileen Bronk
2. Irma Zimmerman
3. Robert and Marie Gill
4. Herman and Cheryl Gagas
5. Leonard and Ruth Pliska
6. Harlan and Cecelia Hoffbeck

COMPENSATION TO ADJOINING RESIDENTIAL LANDOWNERS/\$5,000

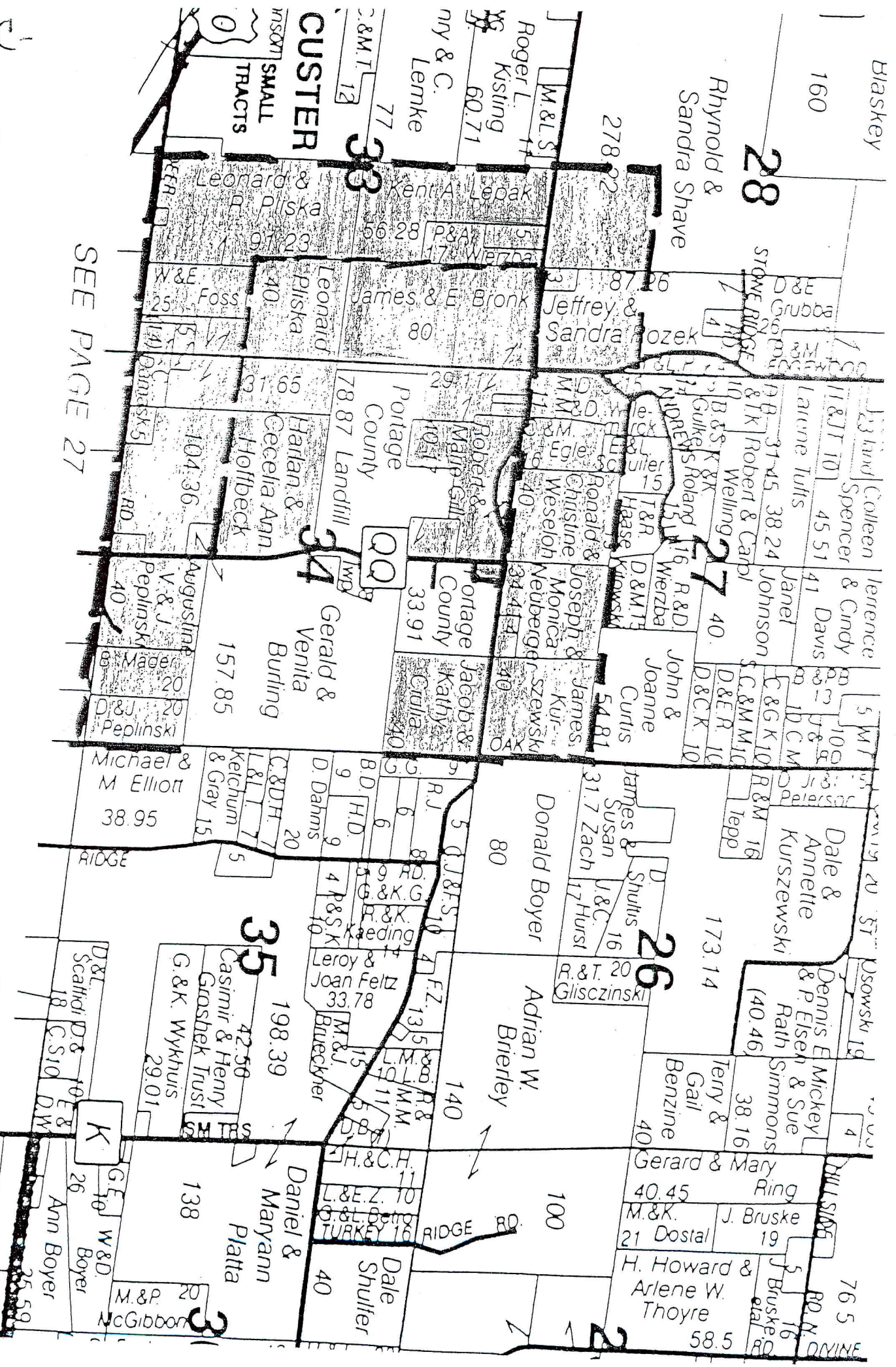
1. Bradley and Kellie Wiza
2. Kenneth Rozek
3. Mary Maller
4. Charles and Mary Egle
5. Ron and Christy Weseloh
6. Joe Neuberger
7. Jack and Kathy Chiula
8. Jeff Pliska
9. Bill and Betty Foss
10. Caroline Damask —
11. Rob and Theresa Simon
12. Robin and Bianca Hoffman
13. Augustine and Janet Peplinski

2

EXHIBIT C

SEE PAGE 27

Portage County, WI



Appendix
EXHIBIT

D

SOIL AND WATER CONSERVATION PLAN

PLANTING PLAN

PORTAGE CO. LANDFILL

Cooperator

PORTAGE CO.

CONSERVATION DISTRICT

Assisted by

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

APP D





Hancock Ag Research Station, N3908 CTH V, Hancock, WI 54943, Ph: (888) 249-5424

2001 Windbreak Establishment Cost Estimate Summary

Town of Stockton/Portage County Landfill

Site ID	Description	Owner Cost
1	1 Row (1300') Black Hill Spruce/Hand Plant	\$1,146.75
2	2Row (200'each) Red Pine / Machine Plant	\$505.00
3A	3 Row (425'each) R. Pine, B.H.Spruce, Poplar/ M. Plant	\$1,503.50
3B	2 Row (550' each) R. Pine, B.H.Spruce /M. Plant	\$1,320.00
4	1 Row (600') Poplar / Hand Plant	\$547.25
5	4 Row (200' each) White Ash, White Spruce / M. Plant	\$1,035.00
6	1 Row (200') Red Pine / M. Plant	\$357.00
Total Cost		\$6,414.50

Note: Hand plant sites include 4X4 Fabric Square; Machine plant sites include 6' wide fabric mulch



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY **Site 1 (1,300' Single Row)** **Town of Stockton**

DATE: _____
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 1 NO. OF ROWS: 1
 DISTANCE: 1300 LIN. FT OF TREES _____
 LOCATION: _____ 6' FABRIC MULCH _____ 10' FABRIC MULCH _____
 COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$90.00	
Trees & Shrubs (material)	\$132.00	
Fabric & Staples (material)	\$222.25	
Installation & Maintenance (labor)	\$702.50	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$1,146.75	

For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a **first come, first serve basis for the spring 2000 planting season** through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE DETAIL **Site 1 (1,300' Single Row)** **Town of Stockton**

DATE: 03/16/01
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 1 NO. OF ROWS: 1
 DISTANCE: 1300 LIN. FT OF TREES
 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr.		
Machine Mowing	\$30.00	tach. hr.		
Hand Mowing and Backpack Spray	\$30.00	man-hr	3	\$90.00
TOTAL I				\$90.00

II. TREES AND SHRUBS (MATERIAL)

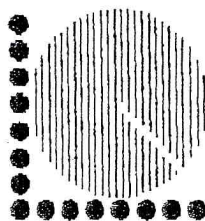
SPECIES	RATE	UNIT	AMOUNT	TOTAL
Black Hills Spruce 8' spacing	\$0.80	TREE	165	\$132.00
		TREE		
		TREE		
		TREE		
		TREE		
		TREE		
TOTAL II				\$132.00

III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT		
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq. ft.	165	\$140.25
Staples	\$41.00	BOX	2	\$82.00
TOTAL III				\$222.25

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	1300	\$325.00
Custom 6' Wide Fabric Install	\$0.33	LIN FT		
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square	165	\$247.50
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	1300	\$130.00
TOTAL IV				\$702.50



Central
Wisconsin
Windshed
Partnership

Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY
Site 2 (200' Double Row)
Town of Stockton

DATE: _____
LANDOWNER: Portage County Landfill
SITE NUMBER: 2 NO. OF ROWS 2
DISTANCE: 400 LIN. FT OF TREES
400 6' FABRIC MULCH 10' FABRIC MULCH
LOCATION: COUNTY: Portage PLANTING YEAR: 2001
TOWNSHIP: 24N RANGE: 9E SECTION: 34
TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$40.00	
Trees & Shrubs (material)	\$32.00	
Fabric & Staples (material)	\$161.00	
Installation & Maintenance (labor)	\$272.00	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$505.00	

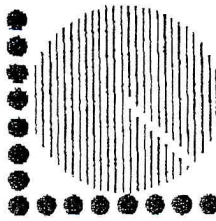
For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a **first come, first serve basis for the spring 2000 planting season** through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers **rental payments and cost-sharing for field windbreaks and farmstead shelterbelts**. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



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Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE DETAIL
Site 2 (200' Double Row)
Town of Stockton

DATE: 03/16/01
LANDOWNER: Portage County Landfill
SITE NUMBER: 2 NO. OF ROWS: 2
DISTANCE: 400 LIN. FT OF TREES
400 6' FABRIC MULCH 10' FABRIC MULCH
LOCATION: COUNTY: Portage PLANTING YEAR: 2001
TOWNSHIP: 24N RANGE: 9E SECTION: 34
TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr.	0.5	\$25.00
Machine Mowing	\$30.00	tach. hr.		
Hand Mowing and Backpack Spray	\$30.00	man-hr	0.5	\$15.00
			TOTAL I	\$40.00

II. TREES AND SHRUBS (MATERIAL)

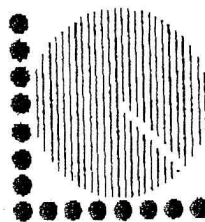
SPECIES	RATE	UNIT	AMOUNT	TOTAL
Red Pine 10' spacing	\$0.80	TREE	40	\$32.00
		TREE		
		TREE		
		TREE		
		TREE		
		TREE		
			TOTAL II	\$32.00

III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT	400	\$120.00
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq.		
Staples	\$41.00	EOX	1	\$41.00
			TOTAL III	\$161.00

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	400	\$100.00
Custom 6' Wide Fabric Install	\$0.33	LIN FT	400	\$132.00
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square		
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	400	\$40.00
			TOTAL IV	\$272.00



Central
Wisconsin
Windshed
Partnership

Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY
Site 3A (425' Three Row)
Town of Stockton

DATE: _____
LANDOWNER: _____
SITE NUMBER: Portage County Landfill
DISTANCE: 3A NO. OF ROWS 3
1275 LIN. FT OF TREES
1275 6' FABRIC MULCH 10' FABRIC MULCH
LOCATION: COUNTY: Portage PLANTING YEAR: 2001
TOWNSHIP: 24N RANGE: 9E SECTION: 34
TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$105.00	
Trees & Shrubs (material)	\$108.00	
Fabric & Staples (material)	\$423.50	
Installation & Maintenance (labor)	\$867.00	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$1,503.50	

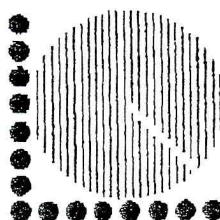
For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a first come, first serve basis for the spring 2000 planting season through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



Central
Wisconsin
Windshed
Partnership

Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE DETAIL
Site 3A (425' Three Row)
Town of Stockton

DATE: 03/16/01
LANDOWNER: Portage County Landfill
SITE NUMBER: 3A NO. OF ROWS: 3
DISTANCE: 1275 LIN. FT OF TREES
1275 6' FABRIC MULCH 10' FABRIC MULCH
LOCATION: COUNTY: Portage PLANTING YEAR: 2001
TOWNSHIP: 24N RANGE: 9E SECTION: 34
TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr	1.5	\$75.00
Machine Mowing	\$30.00	tach. hr		
Hand Mowing and Backpack Spray	\$30.00	man-hr	1	\$30.00
			TOTAL I	\$105.00

II. TREES AND SHRUBS (MATERIAL)

SPECIES	RATE	UNIT	AMOUNT	TOTAL
Red Pine 10' spacing	\$0.80	TREE	45	\$36.00
Black Hills Spruce		TREE	45	\$36.00
Poplar		TREE	45	\$36.00
		TREE		
		TREE		
		TREE		
			TOTAL II	\$108.00

III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT	1275	\$382.50
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq.		
Staples	\$41.00	BOX	1	\$41.00
			TOTAL III	\$423.50

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	1275	\$318.75
Custom 6' Wide Fabric Install	\$0.33	LIN FT	1275	\$420.75
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square		
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	1275	\$127.50
			TOTAL IV	\$867.00



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY **Site 3B (550' Double Row)** **Town of Stockton**

DATE: _____
 LANDOWNER: _____
 SITE NUMBER: 3B NO. OF ROWS 2
 DISTANCE: 1100 LIN. FT OF TREES
1100 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$105.00	
Trees & Shrubs (material)	\$96.00	
Fabric & Staples (material)	\$371.00	
Installation & Maintenance (labor)	\$748.00	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$1,320.00	

For Office Use Only LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a first come, first serve basis for the spring 2000 planting season through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



Central
Wisconsin
Windshed
Partnership

Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE DETAIL Site 3B (550' Double Row) Town of Stockton

DATE: 03/16/01
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 3B NO. OF ROWS: 2
 DISTANCE: 1100 LIN. FT OF TREES
 1100 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr.	1.5	\$75.00
Machine Mowing	\$30.00	tach. hr.		
Hand Mowing and Backpack Spray	\$30.00	man-hr	1	\$30.00
TOTAL I				\$105.00

II. TREES AND SHRUBS (MATERIAL)

SPECIES	RATE	UNIT	AMOUNT	TOTAL
Red Pine 10' spacing	\$0.80	TREE	60	\$48.00
Black Hills Spruce		TREE	60	\$48.00
		TREE		
		TREE		
		TREE		
		TREE		
TOTAL II				\$96.00

III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT	1100	\$330.00
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq. ft.		
Staples	\$41.00	BOX	1	\$41.00
TOTAL III				\$371.00

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	1100	\$275.00
Custom 6' Wide Fabric Install	\$0.33	LIN FT	1100	\$363.00
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square		
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	1100	\$110.00
TOTAL IV				\$748.00



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY

Site 4 (600' Single Row)

Town of Stockton

DATE: _____

LANDOWNER: _____

SITE NUMBER: _____

DISTANCE: _____

LOCATION: _____

TOWNSHIP: _____

COUNTY: _____

TOWNSHIP NAME: _____

Portage County Landfill

4

600

NO. OF ROWS: 1

LIN. FT OF TREES: _____

8' FABRIC MULCH

10' FABRIC MULCH

PLANTING YEAR: 2001

RANGE: 9E

SECTION: 34

SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$60.00	
Trees & Shrubs (material)	\$60.00	
Fabric & Staples (material)	\$104.75	
Installation & Maintenance (labor)	\$322.50	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$547.25	

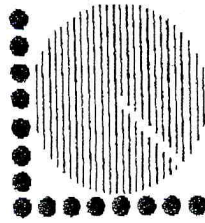
For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a first come, first serve basis for the spring 2000 planting season through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



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Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY
Site 5 (200' Four Row)
Town of Stockton

DATE: _____
LANDOWNER: Portage County Landfill
SITE NUMBER: 5 NO. OF ROWS 4
DISTANCE: 300 LIN. FT OF TREES
800 6' FABRIC MULCH 10' FABRIC MULCH
LOCATION: COUNTY: Portage PLANTING YEAR: 2001
TOWNSHIP: 24N RANGE: 9E SECTION: 34
TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$105.00	
Trees & Shrubs (material)	\$64.00	
Fabric & Staples (material)	\$322.00	
Installation & Maintenance (labor)	\$544.00	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$1,035.00	

For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a first come, first serve basis for the spring 2000 planting season through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE DETAIL

Site 5 (200' Four Row)

Town of Stockton

DATE: 03/16/01
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 5 NO. OF ROWS: 4
 DISTANCE: 800 LIN. FT OF TREES
 800 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr.	1.5	\$75.00
Machine Mowing	\$30.00	tach. hr.		
Hand Mowing and Backpack Spray	\$30.00	man-hr	1	\$30.00
TOTAL I				\$105.00

II. TREES AND SHRUBS (MATERIAL)

SPECIES	RATE	UNIT	AMOUNT	TOTAL
White Ash 10' spacing	\$0.80	TREE	40	\$32.00
White Spruce		TREE	40	\$32.00
		TREE		
		TREE		
		TREE		
TOTAL II				\$64.00

III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT	800	\$240.00
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq.		
Staples	\$41.00	BOX	2	\$82.00
TOTAL III				\$322.00

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	800	\$200.00
Custom 6' Wide Fabric Install	\$0.33	LIN FT	800	\$264.00
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square		
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	800	\$80.00
TOTAL IV				\$544.00



Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

COST ESTIMATE SUMMARY

Site 6 (200' Single Row)

Town of Stockton

DATE: _____
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 6 NO. OF ROWS: 1
 DISTANCE: 200 LIN. FT OF TREES
200 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton SOIL TYPE: _____

ITEM	CHARGES BEFORE C/S	
Site Preparation	\$80.00	
Trees & Shrubs (material)	\$40.00	
Fabric & Staples (material)	\$101.00	
Installation & Maintenance (labor)	\$136.00	
PRODUCER COST BEFORE WINDSHED COST-SHARE	\$357.00	

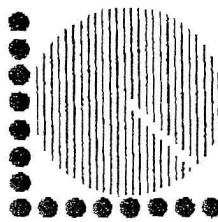
For Office Use Only
LWRM Funds Requested

25% Down Payment

¹ Additional LWRM cost-share funds are available now for field windbreaks on a first come, first serve basis for the spring 2000 planting season through your local county land conservation department.

The federal Continuous CRP Program offered by the Wisconsin NRCS currently offers rental payments and cost-sharing for field windbreaks and farmstead shelterbelts. Requirement: land area planted to trees or shrubs must have a crop history 2 out of the last 5 years. Only required to enroll land area planted to trees. Landowners can elect 10 to 15 year contracts.

Prairie Chicken Management Areas: additional cost-share may be available for either perimeter or interior shrub field windbreaks on fields located within the Prairie Chicken Management Area boundaries.



**Central
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Partnership**

Hancock Ag Research Station, N3909 CTH V, Hancock, WI 54943, Ph: 888-249-5424

**COST ESTIMATE DETAIL
Site 6 (200' Single Row)
Town of Stockton**

DATE: 03/16/01
 LANDOWNER: Portage County Landfill
 SITE NUMBER: 6 NO. OF ROWS: 1
 DISTANCE: 200 LIN. FT OF TREES
 200 6' FABRIC MULCH 10' FABRIC MULCH
 LOCATION: COUNTY: Portage PLANTING YEAR: 2001
 TOWNSHIP: 24N RANGE: 9E SECTION: 34
 TOWNSHIP NAME: Stockton Soil Type:

I. SITE PREPARATION

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Chemical Burndown	\$50.00	acre		
Mechanical Tillage	\$50.00	tach. hr.	1	\$50.00
Machine Mowing	\$30.00	tach. hr.		
Hand Mowing and Backpack Spray	\$30.00	man-hr	1	\$30.00
TOTAL I				\$80.00

II. TREES AND SHRUBS (MATERIAL)

SPECIES	RATE	UNIT	AMOUNT	TOTAL
Red Pine 8' spacing	\$0.80	TREE	50	\$40.00
		TREE		
		TREE		
		TREE		
		TREE		
		TREE		
TOTAL II				\$40.00

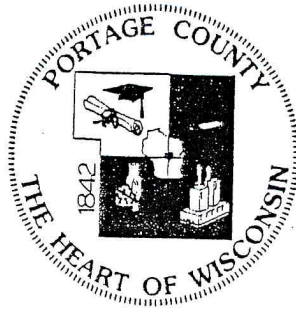
III. FABRIC WEED BARRIER & STAPLES (MATERIAL)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
6' Wide Fabric Weed Barrier	\$0.30	LIN FT	200	\$60.00
10' Wide Fabric Weed Barrier	\$0.45	LIN FT		
4x4 Fabric Squares	\$0.85	sq.		
Staples	\$41.00	BOX	1	\$41.00
TOTAL III				\$101.00

IV. INSTALLATION & MAINTENANCE (LABOR)

DESCRIPTION	RATE	UNIT	AMOUNT	TOTAL
Custom Machine Tree Planting	\$0.25	LIN FT	200	\$50.00
Custom 6' Wide Fabric Install	\$0.33	LIN FT	200	\$66.00
Custom 10' Wide Fabric Install	\$0.45	LIN FT		
Fabric Squares Install	\$1.50	Square		
3 - Year Custom Maintenance ^{1,2}	\$0.10	LIN FT	200	\$20.00
TOTAL IV				\$136.00

PORTAGE



COUNTY

1516 Church Street
Stevens Point, WI 54481

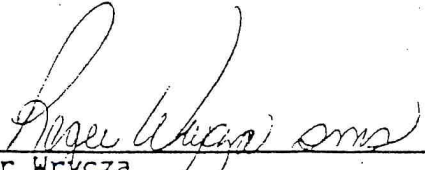
(715) 346-1351
FAX (715) 346-1486

Roger Wrycza, County Clerk

CERTIFICATION

I, Roger Wrycza, Clerk of the County of Portage, Wisconsin do hereby certify that the foregoing is a true and correct copy of Resolution/Ordinance No. 31-96-98 which was introduced and adopted by a vote of 28 for and 0 against at an Adjourned Session of the Portage County Board of Supervisors, held on the 16th day of July, 1996, and recorded in the minutes of said meeting, a quorum of members being present.

In testimony whereof I have hereunto set my hand and the seal of the County of Portage, Wisconsin, this 17th day of July, 1996



Roger Wrycza
Portage County Clerk (SEAL)

— APP. E

RE: CLEAN SWEEP PROGRAM

RESOLUTION WHEREIN THE PORTAGE COUNTY SOLID WASTE MANAGEMENT BOARD (SWMB) AUTHORIZES APPLICATION FOR A 1997 HOUSEHOLD HAZARDOUS WASTE CLEAN SWEEP PROGRAM GRANT FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR).

WHEREAS, the SWMB recognizes the need for and benefit of a program to provide for the proper management and/or disposal of potentially hazardous household wastes; and,

WHEREAS, by authorizing application for this grant the SWMB agrees to carry out all activities described in the grant application and grants DNR staff access to inspect the proposed Clean Sweep collection site; and,

WHEREAS, Portage County's Land Conservation Committee, Agricultural and Extension Education Committee, SWP Wellhead Protection Project, and Emergency Government coordinator have all expressed support for a clean Sweep Program; and

WHEREAS, Portage County has not provided HHW disposal opportunities to residents since 1992 and feels these services are necessary for 1997; and,

WHEREAS, this Clean Sweep Program is intended to offer education and assistance to County residents in the identification, proper handling and disposal of HHW and is a continuation of previous efforts to address HHW management within the County; and,

WHEREAS, the SWMB will maintain records documenting all expenditures made during the Clean Sweep Program and will submit a final report to DNR documenting Program activities as required by DNR.

NOW, THEREFORE, BE IT RESOLVED, that the SWMB hereby authorizes application for a state grant to conduct a HHW Clean Sweep Program with the intent of conducting a Clean Sweep Program in Portage County in 1997.

Dated this 16th day of July, 1996.

SOLID WASTE MANAGEMENT BOARD

Aye
Joseph Niedbalski

Excused
James Krems

Excused
Ronald Check

Excused
Robert Gary

Aye
James Gifford

Aye
Ron Borski

Aye
Sandra Lepak

Aye
Daniel Schlutter

Aye
Stuart Clark

PORTAGE COUNTY DNR CLEAN SWEEP 1997 GRANT APPLICATION

1. Project Scope:

Portage County proposes to hold a joint Agricultural/Household Clean Sweep program in the fall of 1997. Portage County previously has sponsored both separate and joint agricultural and household Clean Sweeps in 1986, 1991, and 1992; the proposed Clean Sweep for 1997 will be the first event held in Portage County since 1992 and it will target both farm and non-farm wastes. A joint agricultural/household Clean Sweep is being planned to reduce mobilization costs, improve educational success rate, and increase participation. The joint Clean Sweep in 1992 was considered a huge success by organizers and participants.

Portage County has been a leader in previous Clean Sweeps. The County has always focused heavily on the educational aspect of Clean Sweeps, including teaching citizens how to reduce the amount of hazardous materials they use and how to store chemicals properly for disposal. As part of the 1997 Clean Sweep, we will continue our educational efforts through pre-event education activities. In addition, we will have educational displays and materials at the event. Educational programming will be coordinated by the Portage County UW-Extension Office and the Portage County Recycling Education Specialists.

2. Facilities and Implementation:

A) The collection site will be the Portage County Highway Facility. The Highway Facility has been used for Portage County's previous Clean Sweeps and was found to be an excellent facility and location for this event. Centrally located in the County on the eastern side of Plover, the Portage County Highway Facility is easily accessible from County Trunk B and I-39. The entrance to the Highway Garage is off of Eisenhower Road. There is a lengthy access road to the garage, and an extremely large parking area for waiting as well. The facility is quite large, will allow for drive-through material drop-off, and is suitable for a combined Agricultural/Household event.

B) Materials such as tires, batteries, and scrap metal will not be collected at the Clean Sweep. We are intending to bulk paints to help reduce disposal costs, and may bulk antifreeze as well. The Clean Sweep will be to dispose of unusual hazardous materials only. Items such as used motor oil, tires, and batteries, which can be disposed of on a regular basis in Portage County, will not be accepted at the Clean Sweep site. We will ask the local hazardous materials unit to bulk paint for the County.

3. Public Information and Education Program:

Based on our previous experiences, we will use the following methods for reaching citizens: letters, newspapers, radio, posters, t.v., and personal contacts. Our experience in 1992 showed that direct letters, newsletters, and newspaper articles and advertisements

were the most effective communication techniques. Personal contacts will also be used. Most information and education will be conducted by the Portage County Recycling Education Specialists and the Portage County Extension Office.

We will also ask the Citizens Groundwater Advisory Council, the Tomorrow/Waupaca River Priority Watershed Project, the Land Conservation Committee, the Portage County Business Council and the Stevens Point, Whiting, Plover Wellhead Protection Project to assist with promotion of the event and education.

Specific education activities will likely include: table top displays on hazardous household wastes at local events, presentations to community groups, newspaper articles, radio PSA's, door hangers, flyers, and direct mail. Due to the number of requests for information about disposal of HHW, we believe participation in the event will be high.

4. Leadership and Organization:

Agricultural and household Clean Sweeps require a large time commitment and efforts from a number of people and resources. Portage County has always had strong local leadership for their programs. Organization for the 1997 Portage County Clean Sweep will follow that of previous ones.

County Coordinator: Jennifer Heaton, CNRED Agent, Portage County Extension
Planning Committee: Gene Edwards, Solid Waste Administrator
Karin Sieg, Portage County Recycling Education Coordinator
Sandra Curtis, Emergency Management Coordinator
Dave Ankley, Portage County Agricultural Agent
Ray Schmidt, Water Quality Specialist
Bill Ebert, SWP Wellhead Protection Project
Steve Oberle, SWP Wellhead Protection Project
Mike Carder, Environmental Health
Tim Victor, Land Conservation Committee
Steve Bradley / Sara Draak, T/W Priority Watershed
PCBC Waste Management representative
John Jadzewski, dairy farmer (chair, CGAC)
Brian Wysocki, vegetable farmer

Education Committee: Karin Sieg, Intra-State Recycling
Kathy Powell, Intra-State Recycling
Jennifer Heaton, UWEX CNRED Agent
Dave Ankley, UWEX Agricultural Agent
Steve Oberle, SWP Wellhead Protection Project
Sara Draak, T/W River Priority Watershed

This grant application for a 1997 DNR Clean Sweep has been approved by the following Portage County Board Governing Committees at their June 1996 meetings: the Solid Waste Management Board, the Agricultural and Extension Education Committee, the Land Conservation Committee, and the Emergency Management Committee. The Resolution approving the DNR Clean Sweep Grant Application was approved by the Portage County Board of Supervisors at its July 16, 1996 meeting.

5. **Timetable :**

Portage County anticipates a fall 1997 date for its agricultural/household Clean Sweep. The fall dates in the past have been extremely successful. The Committee will be sure to coordinate the Clean Sweep so it does not conflict with the agricultural harvesting. The final Clean Sweep date will be set when the County receives notice about the status of its grant requests.

Information and education activities on HHW have been budgeted to occur throughout 1997. Heavy emphasis on HHW education will occur during the spring and fall, when these products are most likely to be used and disposed.

Advertising regarding the event will occur well in advance of the collection date. As soon as the date is scheduled we will begin preliminary publicity surrounding the upcoming event. The heaviest publicity will occur in the month preceding the Clean Sweep.

Portage County will submit a final report to the DNR no later than two months following the event, or as soon as all bills have been paid and documentation received.

6. **Evidence of Support for Annual Clean Sweeps**

The Portage County Solid Waste Management Board is committed to proper disposal of hazardous household wastes. With approval from the Solid Waste Board, Portage County staff is engaged in ongoing discussions with the Marathon County Health Department to consider the possibility of a joint permanent HHW disposal program. Management of HHW is also considered a major element of the County's Integrated Solid Waste Management planning process. Attached please find a news article reporting the discussion about a possible permanent HHW facility.

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

CLEAN SWEEP HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM GRANT AGREEMENT
Form 4400-103 Rev. 1-92

I. GRANT ADMINISTRATION DATA:

Applicant's Name	Type of Program
Portage County	NR 187-Clean Sweep Program
Authorized Representative	Program Number
Jennifer Heaton	CS-96J
Street or Route	Total Grant Amount
1516 Church Street	\$15,000.00
City, State, Zip Code	Approved Grant Period
Stevens Point, WI 54481	1 year after date of grant acceptance
Telephone Number (Include Area Code)	District
715 346-1319	NCD

II. PROGRAM SCOPE:

To conduct a Clean Sweep household hazardous waste collection program consistent with s.144.75, Stats., Chapter NR 187, Wis. Adm. Code, and Exhibit A (attached).

III. TERMS OF GRANT:

The undersigned State of Wisconsin Department of Natural Resources hereinafter referred to as "Department" hereby offers to award an Environmental Aids - Clean Sweep Household Hazardous Waste Collection Program grant pursuant to Section 144.75, Wisconsin Statutes, as created by 1985

Wisconsin Act 29, to Portage County
hereinafter referred to as "Applicant", for the Clean Sweep Household Hazardous Waste Collection Program in an amount not to

exceed \$ 15,000 from the appropriation under Section 20.370(4)(cr), Wisconsin Statutes. This offer, if accepted by the Applicant, shall constitute a binding agreement between the Applicant and the Department, and shall be subject to the following terms and conditions:

1. Applicant shall complete the program in accordance with the program scope specified above and with all representations made on the completed application form a copy of which is attached hereto and made a part hereof, marked "Exhibit A", provided however, that the reasonableness of all cost estimates is subject to audit by the Department. The agreement shall be performed in accordance with section 144.75, Wisconsin Statutes, and Chapter NR 187, Wisconsin Administrative Code.
2. Applicant shall notify the Department in writing of acceptance of this offer by delivering to the Department's Clean Sweep Grant Coordinator on or before October 1, 1996, the acceptance set forth below duly signed by the proper authorized person(s). Therefore, this shall constitute a binding agreement.
3. Applicant shall comply with the Financial Guidelines, a copy of which is attached hereto and made a part hereof, marked "Exhibit B". Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this program, and all grant funds shall be credited promptly upon receipt thereof in a separate program account. These funds shall be expended only for program costs. The Department retains the right to examine all accounts, documents, and records of the Applicant as they relate to this grant agreement. Such accounts, documents, and records shall be retained by the Applicant for three years following program termination.
4. The Applicant shall submit a final report and copies of other studies, reports, contracts, or documents relating to the program. The Applicant shall also mail notices and agendas of all meetings or public information hearings to the Department.

5. The Applicant shall use the media and schedule a reasonable number of informational meetings to provide citizens information and offer the public an opportunity to comment on the program throughout the duration of the program. Notices of all public informational meetings shall be by publication of a class I notice, under Chapter 985, Wisconsin Statutes, in a newspaper having general circulation in the area.
6. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility for supervision or direction of the performance of the agreement to be performed by the Applicant or the Applicant's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.
7. All disputes regarding quality or quantity arising from the operation of this agreement shall be settled by arbitration in accordance with Chapter 788, Wisconsin Statutes.
8. NONDISCRIMINATION: In connection with the performance under this contract, the Applicant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Applicant further agrees to take affirmative action to ensure equal employment opportunities. The Applicant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. AFFIRMATIVE ACTION: Agreements estimated to be ten thousand dollars (\$10,000) or more require the submission of a written affirmative action plan. Contractors with an annual work force of less than ten employees are exempted from this requirement.
10. The Department reserves the right to terminate this agreement for failure to comply with any provision herein. All grant payments shall be immediately returned to the Department upon notification of termination.
11. The Applicant is an independent contractor and not an employee or agent of the Department, and the Applicant assumes full responsibility for any liability which may arise out of its operation under this agreement.
12. The Applicant agrees to protect, indemnify, and hold harmless the Department and its employees from and against any and all claims, causes of action, damages, demands, costs, expenses, and liability due to any loss or damage to any property or bodily injury to any person, including death, as a result of any act or omission of the Applicant, its officers, members, employees, agents, representatives, directors, or servants in connection with the operation of this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Date

8/29/96

By

Paul P. Radein

ACCEPTANCE

The foregoing offer is hereby accepted in behalf of the Applicant (Name) Portage County
this 26th day of September, 1996. The Applicant promises to execute the program funded in part by this grant in strict accordance with the terms and conditions of this agreement.

For the Applicant

Date

9/26/96

Signature

Joe M. [Signature]

Title

Solid Waste Board Chair

NOTE: Use of this form is required by the Department for any application filed pursuant to s. 144.75 Wis. Stats., and Chapter NR 187, Wis. Adm. Code. The Department will not consider your application unless you complete and submit this application form. Application is hereby made to the Wisconsin Department of Natural Resources, Division of Environmental Standards for grant monies to conduct a Clean Sweep Household Hazardous Waste Collection Program consistent with s. 144.75, Wis. Stats., and Chapter NR 187, Wis. Adm. Code. Personally identifiable information is not intended to be used for any other purpose.

1. Applicant's Name and Address

Portage County UWEX
1516 Church Street
Stevens Point WI 54481

2. Name of Responsible Person to Contact

Jennifer Heaton

Title

UWEX CNRED Agent

Street or Route

1516 Church Street

City, State, Zip Code

Stevens Point WI 54481

Telephone Number (include area code)

715/346-1319

3. Program Area (geographical)

Portage County

4. Statement of Major Overall Objectives (Attach extra sheets if necessary) Portage County residents will safely dispose of household hazardous wastes and learn how to prevent generation of such wastes in the future

5. Program Scope (including personnel responsible for planning, coordination and implementation (Attach extra sheets if necessary))

See attached

6. Is a formal resolution attached as required by s. NR 187.05(2)(b)3, demonstrating commitment to conduct the proposed program as outlined in the scope and objectives statements?

Yes ☒

No ☐

7. Is a description of the proposed Clean Sweep information and education activities attached?

Yes ☒

No ☐

8. Is documentation required by s. NR 187.09, Wis. Adm. Code, attached to demonstrate the municipality's commitment to annual Clean Sweep programs?

Yes ☒

No ☐

9. Estimated Program Costs
(Attach how costs were arrived at)

Professional Haz. Waste Services	\$ 17,500
Equipment	\$ --
Administrative Costs	\$ 4,858.52
Materials and Supplies	\$ 1,000
Consultants	\$ --
Other (specify)	\$ --
Total Estimated Project Costs	\$ 23,358.52

(75% of Total Project Costs
but not to exceed \$15,000)

State Share Funding Amount \$ 15,000

10. Program Completion Timetable: (specify dates) (Attach extra sheets if necessary)

Anticipated Dates for Information and Education Activities
1997 - concentrated in Spring & Fall
Collection Date(s) Fall, 1997

Submit Final Report Winter, 1997

Submit the COMPLETED application to the Clean Sweep
Grant Coordinator, Bureau of Solid and Hazardous Waste
Management, P.O. Box 7921, Madison, WI 53707.

11. I certify that, to the best of my knowledge, the information and attached details are correct and true. I understand and agree that any grant monies subsequently awarded as a result of this application shall be used in compliance with s. 144.75, Wis. Stats., (as created by 1985 Wisconsin Act 29) and any administrative rules promulgated thereunder.

Signature of Chairperson or Mayor

Date Signed

7/25/96

CLEAN SWEEP HOUSEHOLD HAZARDOUS WASTE COLLECTION GRANT PROGRAM
(s. 144.75 ss)
Financial Guidelines

Introduction

These guidelines assist applicants with the financial and recordkeeping requirements of the Clean Sweep Household Hazardous Waste grant.

Financial Requirements

1. Grant awards are maximum amounts. Expenditures by the applicant over the grant amount will not be considered for reimbursement.
2. Amendments, subject to Department approval, may be granted for scope changes and time extensions. All amendments must be in writing and signed by the applicant and the Department at least 30 days before the grant expiration.
3. The grantee may request 75% advance payment after acceptance of the grant contract. The request shall be submitted on forms supplied by the Department.
4. A final accounting of project expenditures shall be submitted to the Department's Solid Waste Grant Coordinator within 30 days after the project completion or at the end of a grant period.
5. Final claim for reimbursement of total eligible project costs, along with required documentation, shall be submitted to the Department on forms supplied by the Department's Solid Waste Grant Coordinator.
6. Final payment will be made only after the Department's Bureau of Finance has completed an audit and the Department's Bureau of Solid Waste staff have reviewed and approved the final project report.

Accounting Requirements

Grant recipients are responsible for maintaining fiscal controls and fund accounting procedures that show the following:

1. Total cost of the project.
2. The amount and type of the project cost supplied by other sources.
3. Any other records and controls that will facilitate the audit.

The fiscal controls and accounting procedures used to record project costs must be based on generally accepted accounting standards and principles and must meet the following minimum requirements:

1. Separate accounts must be established for each grant project.

2. Each project account must be identified by number.
3. Expenditures must be listed by category and in sufficient detail to provide the necessary information for billing and reporting. Expenditure categories include consultant services, contracts, labor, materials and supplies, equipment purchases and rentals, and miscellaneous.
4. All receipts must be identified in sufficient detail to show the source of such receipts.
5. All supporting records of project expenditures must be itemized in sufficient detail to show the exact nature of each expenditure.
6. Payroll vouchers must be maintained for salaries and wages. If payroll voucher forms are not used, a statement must be prepared at the end of each pay period showing the names of employees, the hours spent on the project, project item involved, and the gross amount of each salary. The official responsible for the project must verify this statement and the appropriate authority must approve it.

Allowable Costs

Any project-related expenditures consistent with the scope of the project agreement, project period, and approved amount, may be claimed. Such expenditures may include:

1. Personal services. Personal services of those employees directly engaged in the execution of a project are allowable costs for that portion of the time spent on a project, and must be supported by time and attendance records that describe the work performed, the hours spent on the project, and the hourly rate. The cost of a supervisor may be included when the supervisor spends a measurable percentage of time on a project and the services provided are not included as indirect costs.
2. Fringe benefits. When treated as direct costs, fringe benefits the applicant regularly provides to employees such as vacations, holidays, sick leave, insurance, retirement plans and social security contributions, that are legitimate personal service costs and are eligible for grant monies. Fringe benefit costs charged to a project must be computed in proportion to the time spent on a project. Vacations and leave must not be taken or charged in excess of the amount earned while working on a grant project.
3. Consultant fees. These fees may include the cost of site planning, supervision, inspections, cost estimates, hazardous waste collection and transportation services, etc.
4. Materials and supplies. Materials and supplies may be purchased for a specific project or may be drawn from a central stock on a normal charge-back basis.

5. Equipment rentals. For equipment rental, the county-approved rates established by the Department of Transportation are the maximum allowable for computing the amount claimed. In situations where a rate has not been determined, the actual rate should be computed. Records that substantiate the use of each equipment item on the project should be maintained. These daily records must detail actual hours, dates, and type of work for which the equipment was used.
6. Equipment purchases. Equipment necessary to conduct a Clean Sweep Household Hazardous Waste collection program may be purchased. Purchases must be consistent with all appropriate bidding and purchasing procedures of the municipality, county, and state.
7. Site Preparation. Site preparation and maintenance costs necessary to conduct, maintain, and operate the Clean Sweep Household Hazardous Waste Collection Program are allowable.
8. Miscellaneous. In addition to major categories of expenditures, allowable costs include expenditures for items considered necessary and directly related to a project such as mileage, wages, utilities, postage and copying costs.

Audits

The state has the right to audit all books, papers, accounts, documents, or other records of the applicant as they relate to project costs for which state funds were granted. The purpose of the audit is to check compliance with the terms of the project agreement and to verify that project expenditures were properly incurred and qualify for reimbursement or payment.

The applicant must maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. This system must provide good audit trails, particularly to the source of original documents (i.e., receipts, bills, invoices, time cards). The system must also provide, or have the potential of providing, accounting data so that the total cost of each project can readily be determined.

The Department will review the final billing along with other information in the project file for compliance with the project agreement. The applicant must retain all project records for not less than three years after final payment or final disposition of the audit findings.

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