

- SUPERIOR SEVEN MILE CREEK LANDFILL VERTICAL EXPANSION
FINAL NEGOTIATED AGREEMENT

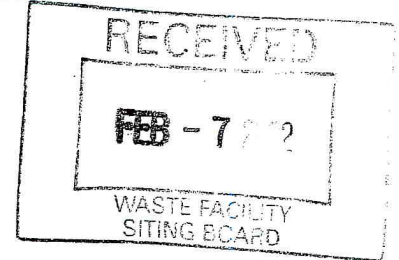
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SUPERIOR SEVEN MILE CREEK LANDFILL, LLC.
A SUBSIDIARY OF SUPERIOR SERVICES, INC.

AND

AFFECTED MUNICIPALITIES:

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TOWN OF SEYMOUR
EAU CLAIRE COUNTY



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TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by and between Superior Seven Mile Creek Landfill, LLC. ("SSMCL"), a Wisconsin corporation (hereinafter referred to as "Operator") and the Town of Seymour, the City of Eau Claire and Eau Claire County (hereinafter referred to as the "Affected Municipalities"), unless otherwise specified.

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

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

ARTICLE I

DEFINITIONS

Active Fill Area means the total capacity approved by the Department of Natural Resources as the Disposal capacity for the Disposal of Solid Waste by the Operator at the Solid Waste Facility, in the area depicted and described in Exhibits A and B, herein incorporated by reference in this Agreement.

Acknowledged Transporter means any person who is identified in writing by the Operator at any time as a transporter of Solid Waste to and from the Solid Waste Facility and/or any person who disposes Solid Waste in the Active Fill Area at the Solid Waste Facility for the purpose of conducting business-related Disposal. Acknowledged Transporters do not include residents or businesses in the Town of Seymour who are transporting Solid Waste to the Solid Waste Facility for disposal pursuant to Article VI, paragraph 5.

Affected Municipality or **Affected Municipalities** shall mean the Town of Seymour, City of Eau Claire and Eau Claire County. Where this agreement uses the plural term "Affected Municipalities," it shall also be read to include and mean each and any of the Affected Municipalities.

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

City means the City of Eau Claire.

County means Eau Claire County.

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

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

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying, dumping or otherwise disposing of Solid Waste at the Solid Waste Facility, or the dissemination of such wastes or materials by Acknowledged Transporters bringing such wastes to the Solid Waste Facility; except as legally permitted in connection with Disposal Operations at the Solid Waste Facility.

Disposal or **Dispose** means the Discharge, deposit, injection, dumping or placing of Solid Waste at the Solid Waste Facility.

Disposal Operations means any activities at the Solid Waste Facility related to or associated with the transfer, transportation or Disposal of Solid Waste, including but not limited to the constructing, capping, transporting construction or capping materials, surveying, environmental monitoring, environmental testing, repairing, maintaining, closing and long-term care of the Solid Waste Facility. Disposal operations include but are not limited to treatment of solid waste, such as bioremediation and liquid solidification, prior to disposal in the Active Area; Storage of Solid Waste; maintenance of a collection and separation facility for recyclable material; composting operations; gas extraction; energy generation; and leachate treatment and recirculation.

Effective Date means January 1, 2002.

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

Expansion means the increase at any time by any means by the Operator of the design capacity of the Solid Waste Facility beyond the capacity approved by the Department of Natural Resources in the pending licensing process. It is anticipated that, in the pending license process, the approved design capacity will be 970,770 cubic yards.

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

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

Hazardous Waste means any waste identified or defined as a Hazardous Waste by the Department, under § 289.01(12), § 291.01(7) or § 291.05, Wis. Stats., or regulations adopted by the Department in Chapter NR 600 through 690, Wis. Admin. Code, or its successor chapters.

Initial Term shall commence on the Effective Date of this Agreement and shall continue through the date upon which the DNR approves Final Closure, but does not apply to the Operator's obligations that continue after Final Closure.

Local Approvals means any local approval as defined in § 289.33, Wis. Stats., or its successor provisions. Local Approvals shall include zoning and conditional use permits.

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

Long-Term Care or Long-Term Care Operations means any activities at the Solid Waste Facility, including routine care, maintenance and monitoring, that occur any time following the Final Closure of the Active Fill Area.

The Operator is Superior Seven Mile Creek Landfill, LLC., its successors or assigns.

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

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

Solid Waste means any garbage, ash, refuse, rubbish, sediments, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities wheresoever generated without regard to political boundaries or jurisdiction. Solid Waste includes, but is not limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Chapter 283, Wis. Stats., or its successor chapter, or source materials as defined in s. 254.31(10) or its successor sections, special nuclear material as defined in s. 254.31(11) or its successor sections, or by-product material as defined in s. 254.31(3), Wis. Stats., or its successor section. Solid Waste as used in this Agreement does not include does not include Hazardous Waste.

Solid Waste Facility means the Solid Waste Disposal facility in Eau Claire County specifically depicted in Exhibit B. It includes both the Active Fill Area and the other land depicted in Exhibit B.

Special Waste is waste that is regulated pursuant to a DNR approved Special Waste Acceptance Plan, as part of an approved Plan of Operation.

Standing Committee means the committee established under Exhibit D.

Storage or Store means the holding of Solid Waste, excluding Recyclable Material, at the Solid Waste Facility, at the end of which period the Solid Waste is to be then transported away from the Solid Waste Facility.

Town means the Town of Seymour.

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

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

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

ARTICLE II

SITE INFORMATION

1. Address of Solid Waste Facility.

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

Superior Seven Mile Creek Landfill, LLC
8001 Olson Drive
Eau Claire, WI 54703

2. Legal Description.

The legal description of the Active Fill Area is described and depicted in Exhibit B attached hereto.

3. Owner.

The current owner of the Solid Waste Facility is Superior Seven Mile Creek Landfill, LLC. ("SSMCL"). Such corporation is referred to as "Operator." All of Operator's responsibilities herein shall be guaranteed by Superior Services, Inc. in the event that Operator is unable to complete or comply with its obligations set forth under this Agreement, as provided for in this Agreement, unless and until such guarantee or its equivalent financial assurances are assumed and provided by a transferee as provided in Article IV, paragraph 20.

ARTICLE III

TRANSPORTATION

1. Access to Landfill.

Access to the Landfill shall only be gained from County Highway Q.

2. Vehicle Requirements.

During the Initial Term, the Operator and any affiliate of Superior Services, Inc. shall use transport vehicles which are designed, constructed, and, to the extent appropriate, are equipped with covers with the intent to prevent or substantially eliminate Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, releasing, blowing out of or otherwise escaping from such transport vehicles onto any public or private property in the Affected Municipalities, excluding the Active Fill Area. Operator shall also take reasonable steps to ensure that Acknowledged Transporters comply with these same requirements.

3. Litter.

During the Initial Term, the Operator will monitor County Highway Q within three miles to the west and one mile to the east of the landfill entrance and will pick up litter resulting from the transportation of Solid Waste to the Solid Waste Facility on a regular and continuing basis, no less than twice a month or within twenty-four (24) hours of being notified of the same by representatives of either the Affected Municipalities or the Standing Committee.

4. Tracking of Foreign Materials.

During the Initial Term, the Operator will take reasonable measures designed to prevent or substantially eliminate foreign material from being tracked onto County Highway Q and will be responsible for removing any foreign material on County Highway Q within one mile of the landfill entrance resulting from Disposal Operations or other activities associated with the Solid Waste Facility within twenty-four (24) hours of being notified of the same by representatives of either the Affected Municipalities or the Standing Committee. Operator further agrees to inspect County Highway Q for the presence of foreign materials within one mile of the landfill entrance on a regular and continuing basis, no less than twice a month, and to remove any foreign materials resulting from Disposal Operations or other activities associated with the Solid Waste Facility that are discovered during said inspections.

5. Transporters of Solid Waste.

A. List of Acknowledged Transporters.

Within thirty (30) days after the beginning of the Initial Term, the Operator shall prepare a list of its then Acknowledged Transporters. The list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters and their DNR permit

numbers. The initial list shall be made available by the Operator for inspection by the Standing Committee and shall be updated annually. Such updates shall be made available to the Standing Committee. This information shall be subject to the Confidentiality Agreement reflected in Article VII, paragraph 4 below.

B. Notice of Agreement and Acknowledged Transporters Compliance Policy.

During the Initial Term, the Operator shall notify in writing the Acknowledged Transporters who transport Solid Waste to the Solid Waste Facility for Disposal in the Active Fill Area of the applicable provisions of this Agreement. Such written notice shall be provided to such Acknowledged Transporters when they commence transporting Solid Waste to the Active Fill Area. With respect to Acknowledged Transporters that are not the Operator or any affiliate of Superior Services, Inc, the provision of Exhibit G shall constitute such notification and shall fulfill Operator's responsibility under Article III, paragraph 2 above.

ARTICLE IV

OPERATIONS AT THE SOLID WASTE FACILITY

1. Reports to the Affected Municipalities.

A. Notice of Reports from the Operator.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall make available to the Standing Committee all written reports and written correspondence provided by the Operator to the Department or to any other state or federal environmental agency or to any state or federal court provided said reports and correspondence are associated with the operation of the Solid Waste Facility, excluding any tax or corporate filings, and including any recycling information that any Affected Municipality requests that is needed for reporting requirements. These copies shall be made available by the Operator at no cost to the Standing Committee.

B. Notice of Reports from Government Agencies.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall make available to the Standing Committee written copies of all written reports and written correspondence received by the Operator from the Department or from any other state or federal environmental agency or from any state or federal court provided said reports and correspondence are associated with the operation of the Solid Waste Facility excluding tax and corporate filings. These copies shall be made available by the Operator at no cost to the Standing Committee.

C. Residential Concerns of the Affected Municipalities.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall provide to the Standing Committee, within seven (7) days of receipt by the Operator, copies of all written letters, written reports and other written correspondence, except general notifications or general mailings to all residents or property owners, received by the Operator from any public official of any of the Affected Municipalities or from any resident of the Affected Municipalities where the above-noted letters, reports or correspondence are associated with the operation of the Solid Waste Facility. These copies shall be provided by the Operator at no cost to the Standing Committee.

D. Designated Filing Space.

A designated file cabinet(s) will be provided at the Operator's office which contains an organized file system for all items referenced in preceding Sections A and B immediately

above. Such files will be made available to the Standing Committee during normal business hours.

2. Hours and Days of Operations.

Except during an Emergency, the Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall not conduct any Disposal Operations or Long-Term Care Operations, including but not limited to any construction, capping or transportation for construction or capping, at the Solid Waste Facility, nor shall it allow any Disposal Operations or Long-Term Care Operations at the Solid Waste Facility, before 6:30 a.m., Monday through Saturday. Except during an Emergency, the Operator shall terminate all Disposal Operations and Long-Term Care Operations and it shall not allow any Disposal Operations or Long-Term Care Operations at the Solid Waste Facility, after 5:30 p.m., Monday through Saturday. Covering operations may continue for one and one half hours after 5:30 p.m., *i.e.*, until no later than 7:00 p.m. Except during an Emergency, the Operator shall not conduct any Disposal Operations or Long-Term Care Operations, nor shall it allow any Disposal Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Thanksgiving, Labor Day, New Year's Day, Memorial Day and Independence Day. For the avoidance of doubt and for purposes of this paragraph only, "Disposal Operations" and "Long Term Care Operations" shall be deemed to include the operation of any vehicles, machinery or equipment by Operator, but shall exclude Emergency operations, snow removal, security operations, monitoring, operation of stationary equipment related to mechanical bioremediation, landfill gas control and management and electrical generation resulting therefrom, leachate management including transportation to an off-site facility, or other operations inside enclosed buildings.

In addition, the above-noted hours and days of operation may be temporarily amended by the Standing Committee when and for such duration as the Standing Committee deems necessary to protect and serve the public health and safety in the Affected Municipalities or in response to requests for extended hours from the Operator, such as for landfill construction, remediation, holidays or events of nature (wind storms, floods, or other catastrophic events), or similar unforeseen events; provided that the decision whether to amend such hours and days of operation shall be within the sole discretion of the Standing Committee.

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

The Operator, during the Initial Term, and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall take reasonable actions to control the blowing of dust, dirt and debris from the Solid Waste Facility.

4. Groundwater Monitoring.

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

Routine Private Well Monitoring shall be performed as described in Exhibit F.

5. Noise.

During the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, the decibel readings generated at the Solid Waste Facility shall not exceed 70 decibels (as measured on the "A" scale, slow response) at the property line, excluding only noise that is caused by vehicular travel coming to and from the Solid Waste Facility; except that the decibel readings during construction relating to final or interim grading and capping activities at a completed Disposal area shall not exceed 80 decibels (as measured on the "A" scale, slow response) at the property lines adjacent to the south and east perimeters of the Active Fill Area.

6. Air Quality.

The Operator shall meet all air quality standards as set forth in Exhibit E.

7. Prevention and Control of Rodents, Birds and Insects at the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall Dispose of Solid Waste in the Active Fill Area and shall conduct any Disposal Operations at the Solid Waste Facility in such a manner as to control and minimize rodent, bird (including but not limited to gulls and pigeons) and insect harborage through a vector control program, including but not limited to the application of pesticides, rodent and bird control measures, and agreed upon innovative or alternative control measures.

8- Fire, Disaster and Hazard Control.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall conduct any Disposal Operations at the Solid Waste Facility (including the Disposal of Solid Waste as authorized by this Agreement and the DNR) in such a manner as to minimize fires and explosions at the Solid Waste Facility and minimize any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

9. Erosion, Run-off and Surface Water.

A. Erosion Restrictions.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, will control surface water runoff and erosion by compliance with surface water control provisions of the plan of operation and post-closure and long-term care plans for the Solid Waste Facility, as approved and as modified by the Department.

B. Abatement of Erosion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, upon written notice by the Standing Committee or any of the Affected Municipalities describing to the Operator the location of any surface water run-off or erosion discharged from the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations onto any other lands located in the Affected Municipalities, shall take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands within three (3) days of written notice or the following business day in the case of a weekend or holiday, subject to the Operator's right to challenge the same.

C. Surface Water.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR whichever is later, shall take appropriate and necessary actions to minimize the accumulation of surface water in the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations, and shall direct all surface water coming into contact with Solid Waste or accumulating in the Active Fill Area into an appropriately maintained leachate collection system. The Operator shall take the reasonable and necessary actions to direct all surface water from the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations not coming into contact with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. The Operator shall not Discharge water nor shall it allow the Discharge of water from any sedimentation basin at the Solid Waste Facility into any surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of the Department.

10. Security.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall maintain a chain link or

woven wire fence in the location and as depicted in Exhibit C. Operator shall also employ or retain at the Solid Waste Facility the employees, personnel and/or equipment necessary to provide and maintain proper security throughout the Solid Waste Facility, including but not limited to the Active Fill Area, for the purpose of controlling physical access by unauthorized parties to or unauthorized Disposal at the Solid Waste Facility.

11. Odor Control.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall take all reasonable steps to prevent and abate objectionable odors at the Solid Waste Facility, and emanating from the Solid Waste Facility, including but not limited to controlling odor by implementing proper landfilling operations in compliance with applicable DNR regulations; applying daily cover in compliance with the DNR approved plan of operation; using alternative daily cover when cover material is the source of objectionable odors; and through implementation of a DNR-approved gas control system. Nothing in this section shall waive or limit the ability of the Affected Municipalities to seek action by the Operator to abate objectionable odors notwithstanding the Operator's compliance with Department requirements.

12. Leachate Management.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall be responsible for the management of the leachate at the Solid Waste Facility and for its transportation for off-site treatment and/or disposal, except to the extent that responsibility for such leachate transportation is assumed by one of the Affected Municipalities under separate written agreement. Operator shall take all reasonable steps to prevent the release, spill or discharge of such leachate and, if such leachate is released, spilled or discharged, to remediate such release, spill or discharge and restore the affected environment to the extent practicable; provided that recirculation of leachate in compliance with the DNR-approved plan of operation shall not be deemed a release, spill or discharge under this paragraph.

13. Temporary/Emergency Closure of Active Fill Area.

During the Initial Term, the Operator shall notify in writing within forty-eight (48) hours (excluding weekends and holidays observed by the Affected Municipalities), the Clerks for the Affected Municipalities, the County Administrator and Standing Committee of any temporary or Emergency closure of the Active Fill Area, including but not limited to any temporary or Emergency closure of the Active Fill Area ordered by the Department. The Operator shall provide in its written notice to the Affected Municipalities and Standing Committee the specific reasons, to the extent known, for such temporary or Emergency closure of the Active Fill Area.

14. Access to the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall allow the Affected Municipalities or Standing Committee and their officers, employees or agents, the right of immediate and unobstructed access to enter the Solid Waste Facility during any Emergency at the Solid Waste Facility. They shall also have the right of access to enter the Solid Waste Facility during normal operating hours upon reasonable notice from the Affected Municipalities, the Standing Committee or their respective representatives or members. Physical access to the Solid Waste Facility shall be allowed:

- A. to Observe Disposal Operations at the Solid Waste Facility;
- B. to sample and test groundwater, surface water, leachate and air quality at the Solid Waste Facility (provided that the Operator shall be given the opportunity to have an employee present and to take a split sample);
- C. to sample and test characteristics of the Solid Waste at the Solid Waste Facility (provided that the Operator shall be given the opportunity to have an employee present and to take a split sample); or
- D. to take any reasonable and necessary action at the Solid Waste Facility during any Emergency to protect the public health and safety of the residents of or property in the Affected Municipalities.

The Operator shall be given reasonable opportunity to accompany the designated officers, employees or agents of Affected Municipalities or the Standing Committee. In addition, the activities of the designated officers, employees or agents shall be conducted so as to not unreasonably interfere with the normal business operations at the Solid Waste Facility.

15. Hazardous and Other Unauthorized Waste Disposal Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, upon its receipt of any information that Hazardous Waste or other unauthorized waste has been Disposed in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be given on the next business day) of its receipt of the information to the Affected Municipalities and Standing Committee. The Operator shall, in addition, notify the above-noted parties in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities) of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste.

16. Hazards Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall orally notify the Affected Municipalities and Standing Committee as soon as possible and no later than within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of information by the Operator of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility: fires that are not immediately extinguished by the Operator without outside assistance, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases that are not controlled through Operator's methane gas system and hazardous gases or hazardous dust. The Operator shall, in addition, report in writing within forty-eight (48) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

17. Responsible Managers.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall provide to the Affected Municipalities and Standing Committee, the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by the Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations at the Solid Waste Facility. The names or titles, addresses and telephone numbers of the responsible managers shall be provided within five (5) business days after the Agreement is executed by the Negotiating Committee, Affected Municipalities and the Operator, and shall be updated whenever necessary thereafter, in writing, to provide the most current names or titles, addresses and telephone numbers of the current responsible manager or responsible managers.

18. Closure.

The Operator shall close the Active Fill Area as open green space in accord with the plan of operation as approved and amended by the Department.

19. Restrictions on Waste Disposal.

A. Restrictions on Solid Waste Disposal.

Disposal of Solid Waste, including Special Waste, shall be limited to the Active Fill Area, at such times and under such conditions as are set forth in this Agreement and as are approved and authorized by the Department; however except that Operator shall not Dispose of or allow the Disposal of PCB-containing sediments from or relating to any water body in volumes exceeding 25,000 tons per year and 100,000 tons during Operation of the Active Fill Area, except as expressly authorized in writing by the Standing Committee. Operator expressly agrees not to dispose of any PCB containing sediments from the Lake Michigan watershed.

B. Prohibition on Hazardous Waste Disposal

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not knowingly accept for Disposal, Dispose or allow the Disposal of Hazardous Waste in the Active Fill Area at the Solid Waste Facility. Additionally, Operator shall not seek authorization from the DNR to operate as a Hazardous Waste treatment, storage or Disposal Facility at the Solid Waste Facility.

20. Change in Ownership.

A. Applicability to Successors and Assigns.

This Agreement shall be applicable to the present Operator, Superior Seven Mile Creek Landfill, LLC, its successors and assigns, and to any person acquiring any rights to ownership, possession, or operation in the Solid Waste Facility, except that this Agreement shall not apply to any person acquiring such rights exclusively to portions of the Solid Waste Facility that have never been used for or in connection with Solid Waste Disposal or other Disposal Operations.

B. Notification in Change of Ownership, Possession or Operation.

The Operator, shall notify the Standing Committee and the Affected Municipalities of any person acquiring any rights of ownership, possession, or operation in the Solid Waste Facility, except for any person acquiring such rights exclusively to portions of the Solid Waste Facility that have never been used for or in connection with Solid Waste Disposal or other Disposal Operations and provide proof that any such transferee has notice of and acknowledges this Agreement and the duties and obligations hereunder and has both the financial and operational ability to comply with the terms of this Agreement, the landfill license and state laws.

C. Transfer of Ownership, Possession or Operation.

The Operator shall provide documentation sufficient to demonstrate that such transferee has both the financial and operational ability to comply with the terms of this Agreement, the

landfill license and State laws, including a financial guarantee equivalent to the Guarantee provided by Superior Services, Inc. that is a part of this Agreement. The Affected Municipalities shall have standing to challenge such transfer if the transferee is not found to be financially able or operationally able to comply with the requirements of this Agreement, the Department landfill license or State law. The Affected Municipalities shall have thirty (30) days from receipt of the aforementioned documentation in which to bring action in circuit court to void such transfer, unless such deadline is extended by mutual agreement of the Affected Municipalities and the Operator.

21. Waiver of Local Approvals and Pre-Existing Local Approvals.

By adoption of a resolution authorizing the execution of this Agreement, the Town through the Town Board, and the County through the County Board and the City through the City Council hereby waive and/or deem inapplicable, pursuant to Section 289.33(5), Wis. Stat., or its successor provisions, its applicable Local Approvals, as defined at Section 289.33(3)(d), Wis. Stat., or its successor provisions, Pre-Existing Local Approvals, as defined at Section 289.33(3)(fm), Wis. Stat., or its successor provisions, and any and all regulations, resolutions and ordinances that may apply to the Disposal Operations at the Solid Waste Facility, except as provided herein, in order to allow the Operator to site, construct, conduct Disposal Operations, use, transport waste to, maintain, repair, close and provide Long-Term Care of the Solid Waste Facility.

The Waiver shall be applicable and effective only as to the Operator, its officers, its employees, and its agents, including but not limited to construction and capping contractors; provided however, that in the event of a transfer of any interest in all or any part of the Solid Waste Disposal Facility, pursuant to Article IV, paragraph 20.C. of this Agreement, the Waiver shall apply and be effective as to the transferee. This Waiver shall not be applicable or effective to any other person or entity, including but not limited to Acknowledged Transporters or others who transport or deliver Solid Waste to the Solid Waste Facility.

This Waiver shall not be applicable to Local Approvals, including Pre-Existing Local Approvals, that relate to the collection and transportation of Solid Waste within or through the Affected Municipalities; provided that the Affected Municipalities shall not adopt or enforce Local Approvals in a manner that substantially impairs access to the Active Fill Area.

22. Standing Committee.

The Operator and the Local Committee hereby agree to the formation of a Standing Committee ("Committee") which shall consist of two residents of the Township representing the Town, two residents of the City representing the City, two residents from Eau Claire County, and the Director of the City/County Health Department or his designee. Additionally, the Operator may appoint one (1) non-voting, ad hoc member. The Standing Committee shall have the functions and powers described in Exhibit D and elsewhere in this Agreement. During the Initial Term, the Operator shall pay to the Standing Committee the amount of \$1,000 per year to cover expenses of administering the Standing Committee. Such payments shall be paid to the SMCLL Trust Fund, and shall be paid by no later than December 15th of the preceding year.

23. Existing Agreements.

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

24. Expansions.

Nothing in this Agreement shall be deemed a waiver of the rights of any of the Affected Municipalities regarding any future Expansions of the Solid Waste Facility, and the Affected Municipalities reserve all rights with respect thereto.

25. Enforcement.

A. Contract Enforcement.

Subject to the enforcement procedures set forth in Exhibit D and notwithstanding any other provisions of this Agreement, during the Initial Term, and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, the Affected Municipalities may enforce any breach of this Agreement through a court action venued in the Circuit Court for Eau Claire County. Operator shall not contest the jurisdiction of the court. Operator will stipulate in any such action that if the court finds a breach occurred, the court may impose an order for specific performance of the applicable terms and conditions of this Agreement. Notwithstanding anything to the contrary in this paragraph, the parties reserve all applicable rights they may have to appeal any adverse decision of the Circuit Court or any appellate court.

B. Public Nuisance.

Subject to the provisions of § 823.085, in the event of the occurrence of a public nuisance, any of the Affected Municipalities may bring an action to abate such public nuisance and, if successful, shall be entitled to their reasonable attorneys fees and costs for bringing such action.

C. Damages for Breach of Hours of Operation.

The parties to this Agreement acknowledge that a breach of the requirements of Article IV, Section 2, will result in additional costs and damages to the Affected Municipalities, that the value of such damages is difficult to ascertain, and that the payments provided for in this paragraph reflect the good faith effort of the parties to determine the value of those costs and damages. In the event that the Operator has breached Article IV, Section 2, Operator shall pay the SSMC Landfill Fund the following stipulated amounts:

First breach in a 12-month period	\$250 per day
Second breach in same 12-month period	\$500 per day

Third breach in same 12-month period \$1,000 per day
Any subsequent breach in same 12-month period \$1,000 per day period.

D. Reservation of Rights.

Nothing in this Article IV, Paragraph 25 shall be deemed to be a waiver or limit any rights that the Affected Municipalities may have to pursue other claims and remedies that they may have by statute or common law, including claims for breach of contract or nuisance seeking damages and injunctive relief, and including the right to petition the Department to initiate action against the Operator for a violation of any Applicable Wisconsin Statute, Administrative Code, plan of operation, post-closure care or long-term care plan or other enforceable requirements of the Department. The Operator retains and reserves the right to assert any defense that it may have related to such claims or petitions.

26. Operator Responsibility to the Affected Municipalities.

A. Public Nuisance Prevention.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall conduct any Disposal Operations at the Solid Waste Facility, including but not limited to the Disposal of Solid Waste as authorized by this Agreement and the DNR, in such a manner as to prevent any public nuisance in the Affected Municipalities from occurring relating to the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air and polluted surface water.

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

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until the termination of all post-closure and long-term care requirements by the DNR, whichever is later, shall have the responsibility and duty to the Affected Municipalities to properly and timely maintain, repair, reconstruct and provide Long-Term Care of the Active Fill area and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if at any time the condition of the Active Fill Area: (a) creates a substantial danger or poses an imminent threat to the public health or safety of any persons in the Affected Municipalities; or (b) causes substantial damage or poses an imminent threat to any public or private property in the Affected Municipalities

C. Compliance with Agreement

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall be fully responsible to the Affected Municipalities to take reasonable steps to insure that the Operator and Acknowledged Transporters conduct any Disposal Operations relating to the Solid Waste Facility, including

any post-closure and long-term care, in full compliance with the applicable provisions of this Agreement.

ARTICLE V

INDEMNIFICATION TO THE AFFECTED MUNICIPALITIES

Operator agrees to indemnify, defend and hold harmless the Affected Municipalities, their officers, agents, employees and duly-appointed committees, including the Negotiating Committee established under § 289.33, Wis. Stats., and the Standing Committee, and other committees as may be established, for and from any request, demand, order or any other form of obligation to pay cleanup or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any and all liability, loss, claims or damages that they might suffer as a result of any claim, demand, cost or judgment by any person or entity at any time against any Affected Municipality, its officers, agents, employees or committees arising in any way or as the result of the design, construction, operation, maintenance, control, repair, administration, monitoring, closure, and Long-Term Care of the Solid Waste Facility and any obligations, duties or responsibilities of the Operator under this Agreement.

The terms and conditions of the above paragraph shall apply from the Effective Date until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later.

Notwithstanding the foregoing, the above indemnification and hold harmless provisions shall not apply to the following situations or circumstances:

- (1) Environmental Cleanup Claims. If an Indemnified Party disposes or causes to dispose of Hazardous Waste or other waste at the Solid Waste Facility that the Solid Waste Facility is not authorized to accept, the indemnity and hold harmless shall not apply to any environmental cleanup cost to the extent that it is caused by the disposal of such wastes.
- (2) Vehicular Accidents. The indemnity and hold harmless shall not apply to any on-site accident to the extent that it is caused by any vehicle that is owned or operated by one of the Indemnified Parties.
- (3) Contributory Negligence (Other Than Environmental Cleanup or Vehicular Accidents). The indemnity and hold harmless shall not apply to the extent that an Indemnified Party is contributorily negligent for the liability, loss, claims or damages.
- (4) Intentional Acts or Omissions. The indemnity and hold harmless shall not apply to the extent that the liability, loss, claim or damage is due to the intentional act or omission of any of an Indemnified Party.

In any legal proceedings which the Operator is required to indemnify, defend and hold harmless an Indemnified Party, the Operator has the right to assert any defense on behalf of a particular municipality, individual or entity which that municipality, individual or entity is

legally entitled to, including the provisions of § 893.80, Wis. Stats. Each municipality, individual or entity indemnified under this section subrogates all counter-claims directly related to the indemnified claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses to the Operator which each may have.

ARTICLE VI

COMPENSATION TO THE AFFECTED MUNICIPALITIES

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

1. Reimbursement for Negotiation Expenses.

The Operator has paid the statutorily prescribed amount of \$20,000 to cover negotiation expenses.

2. Direct Compensation.

In consideration of the Affected Municipalities: (a) serving as the host and neighboring municipalities; (b) waiving their Local Approvals and Pre-existing Local Approvals, as set forth in Article IV, paragraph 21 of this Agreement; and (c) accepting the consequences and numerous responsibilities associated with the Expansion and extended duration of operation of the Active Fill Area and the Solid Waste Facility, the following compensation and benefits shall be provided by the Operator to the Affected Municipalities.

A. Payments Based on Solid Waste Received.

Beginning in the month that the currently approved 2,900,000 cubic yards of disposal capacity has been reached, the Operator shall pay an amount equal to: (1) \$1.00 per ton of Solid Waste disposed of or received at the Active Fill Area as approved by DNR; and (2) \$0.25 per ton of Solid Waste disposed of or received at the Active Fill Area as approved by DNR, subject to the provisions of paragraph VI.5 of this Agreement. Each payment shall be on or before the 10th day following the month for which payment is made. The parties understand that the Operator's accounting month for purposes of compensation ends on the 25th day of each calendar month. All such payments shall be paid to the SSMCL Trust Fund and such payments shall thereafter be administered and divided by Standing Committee.

The Direct Payments under paragraph VI.2.A(1) (\$1.00/ton) shall be adjusted annually by the percentage increase or decrease in the Consumer Price Index (U.S. City average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months. The base date for the CPI adjustment is January 1 of the year that the currently approved 2,900,000 cubic yards of disposal capacity has been reached (presently anticipated to be 2003). The first adjustment of such base amount shall be made as of January 1 of the year thereafter, based upon the January index released by the Bureau of Labor Statistics of the U.S. Department of Labor. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available, and each January 1 thereafter. The annual adjustment of

direct payments shall not apply to the \$0.25 per ton paid pursuant to paragraph VI.2.A(2) and subject to adjustment under paragraph VI.5 of this Agreement.

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

B. Payment of Monitoring Expenses.

In addition to the payments required under paragraph IV.22, beginning in the month that the currently approved 2,900,000 cubic yards of disposal capacity has been reached, the Operator shall pay the direct costs incurred by the Standing Committee and the Affected Municipalities to monitor the Operator's responsibilities under this Agreement, including but not limited to costs incurred for sampling and testing at and in the vicinity of the Solid Waste Facility, monitoring the receipt of Solid Waste and performing any task that is the responsibility of the Operator; provided that such payments shall not exceed \$5,000 per calendar year. Payments shall be made to the SMCLL Trust Fund or Affected Municipality, as appropriate, within thirty (30) days after the invoice therefor.

3. Verification and Documentation of Solid Waste Received.

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

The Operator shall provide to the Affected Municipalities and Standing Committee all documents submitted to the Department pertaining to the recording and documentation of the Solid Waste received or Disposed. The reporting of tonnage to the Department shall have no bearing on amounts paid to the Affected Municipalities. Information supplied to the Affected Municipalities or the Standing Committee of amounts submitted to the DNR are stipulated to be for informational purposes only.

If, at any time, the Affected Municipalities or Standing Committee so desire, they may retain an independent consulting firm to perform computations in order to verify the Operator's reported tonnages. Such firms may independently test the weigh scale, computer-generated information from said scale, or may use field or aerial surveys to verify reported

tonnages based upon air space volume consumed within the Active Fill Area. The Affected Municipalities or Standing Committee retaining the independent consulting firm shall pay all costs unless such independent consulting firm's computations accurately demonstrate that the Operator's reported air space or tonnage used has been understated by 10% or greater. If so understated, the costs of such consulting firm shall be borne by the Operator, and the Operator shall pay the costs of such independent consulting firm within thirty (30) days after presentation of such invoice related thereto. The Operator shall also prepare a written report and any documentation necessary explaining the cause of such error. The independent consulting firm's computation shall not be determinative of the amounts of Solid Waste deposited during the period studied if contested by Operator. All such underpaid amounts shall be paid at the then current rate plus one and one-half percent (1-1/2%) per month from the dates the original payment should have been paid.

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

- (1) Name of Acknowledged Transporter.
- (2) Time and date of disposal.
- (3) Truck Weight (gross weight, truck weight and net Solid Waste weight).
- (4) Type of Waste.
- (5) State of origin, whether the shipment was from solid waste generated within or outside the Affected Municipalities, and, if available, municipality of origin.

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

4. Waste Disposal Capacity Guarantee.

The Operator guarantees sufficient capacity in the Active Fill Area to accommodate a minimum of 50,000 tons per year of Solid Waste generated within the Affected Municipalities (*i.e.*, within the City of Eau Claire and each municipality and township within Eau Claire County) for a period of three (3) years commencing upon the date that the currently approved 2,900,000 cubic yards of capacity has been reached. The charge for disposal during the three (3) year period shall not exceed the posted gate rate at the point in time that the guarantee commences plus any additional state taxes or fees that become applicable as a result of a

change in the law after the date that the guarantee commences. The Operator agrees to notify the Standing Committee and the Affected Municipalities of the date that the guarantee commences and the then posted gate rate. The guarantee is not cumulative, meaning that at the commencement of year 3, the Operator shall have available sufficient remaining approved capacity within the Active Fill Area to dispose of 50,000 tons of solid waste generated within the Affected Municipalities.

5. Solid Waste Generated in the Town of Seymour.

During the life of the expansion commencing at the beginning of the month in which the currently approved 2,900,000 cubic yards of disposal capacity has been reached, the Operator agrees to accept during operating hours the typical residential, municipal and commercial waste from commercial facilities existing upon the date this Agreement is signed by all parties generated within the Town of Seymour at no charge; provided that: a) the Operator shall deduct from the payment of \$0.25 per ton set forth in paragraph VI.2.A.(2) an amount calculated as the tonnage of Seymour waste disposed of under this paragraph times the gate rate for Solid Waste at the point in time that payment under paragraph VI.2.A. commences; and b) the amount so deducted during a calendar year shall not exceed \$0.25 per ton for the total tonnage of Solid Waste received during that calendar year.

The \$1.00/ton direct payment in paragraph VI.2.A(2) shall not apply to waste subject to this paragraph VI.5. Solid Waste that is subject to this paragraph VI.5 shall not include Special Waste or non-typical Solid Waste, such as but not limited to Solid Waste generated by salvage yards or other facilities as part of a facility clean-up.

Proof of residency within the Town of Seymour shall be required. The Operator shall maintain a designated drop-off box that will be dedicated exclusively to Solid Waste subject to this paragraph, and shall prepare and submit to the Standing Committee a monthly report of the amount of waste received under this paragraph.

6. Analytical Testing of Town Landfill.

The Operator agrees to pay the costs of analytical testing (not sampling) of groundwater samples from nine monitoring wells surrounding the closed Town Landfill for indicator parameters and VOCs.

7. Street Sweeping.

Commencing at the Effective Date, and extending throughout the remainder of the Initial Term, the Operator shall accept for Disposal in the Active Fill Area street sweeping wastes up to the lesser of 15,000 tons annually or 100 tons per day from the City of Eau Claire at the rate of \$10.00 per ton plus any additional state taxes or fees that become applicable to daily cover material as a result of a change in the law after the Effective Date of this Agreement. The Operator and the City agree to cooperate to maximize the use of the street sweepings as daily cover. Street sweepings accepted under this paragraph shall not be counted

as solid waste for purposes of the waste disposal capacity guarantee under paragraph VI.4. or for purposes of direct payment under paragraph VI.2.A.

8. Other Payments To Affected Residents.

Nothing in this Agreement shall waive, limit or otherwise affect the right of any resident or property owner in any of the Affected Municipalities from asserting a claim for compensation, damages or other relief, including but not limited to claims for compensation due to adverse impacts on property values or private or public nuisance. The Operator reserves all rights and defenses with respect to any such claims.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. Expansion.

No further Expansion of the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time and by written modification of this Agreement or execution of a separate agreement that expressly supercedes this Agreement.

2. Environmental Impairment Liability Insurance.

The Operator shall name and maintain the Affected Municipalities as additional insureds on pollution legal liability insurance policy in a face amount of not less than Ten Million Dollars (\$10,000,000), per claim and in the aggregate. Such policy shall be substantially in the form set forth in Exhibit H attached hereto; and it shall provide coverage for releases from the landfill to other property in the Affected Municipalities, including but not limited to groundwater. The Operator shall maintain such insurance coverage from the Effective Date of this Agreement until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later. In the event that Operator agrees in any future negotiated agreement to increase the face amount of insurance coverage for any other landfill that it owns or operates to exceed the amount required by this paragraph, it shall provide the insurance required by this paragraph in the same amount.

3. Random Load Inspections.

During the Initial Term, the Operator shall perform random load inspections as required by the DNR for any vehicles permitted to access the site. The Standing Committee or its representatives may be present, if requested and at a reasonable time, during any truck inspection. Any member of the Standing Committee or its representative shall also have the right to take samples, at their own expense, to test the same, as a part of such random load inspections. In the event such samples are taken, the Operator may take a split sample.

4. Confidentiality.

The Standing Committee covenants and agrees for the period commencing on the Commencement Date and extending until forty (40) years after Final Closure, that the Standing Committee shall not, except as explicitly requested by Operator or is otherwise required by law, disclose to any person (other than its attorneys, who shall have agreed to be bound by the terms of this provision) any confidential information provided for in this Agreement as to the conduct of the business of Operator. The Standing Committee further agrees that they will not, individually or collectively, disclose the pricing information, cost structure, tax information, customer names, addresses, or telephone numbers or the terms or conditions of any customer contracts, bids or proposals to any person, firm, corporation, association, governmental body, quasi governmental body, or any other entity, except to authorized

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

5. Leachate.

The acceptance of leachate generated at the Solid Waste Facility by the City of Eau Claire shall be subject to a separate agreement between the Operator and the City of Eau Claire.

ARTICLE VIII

GENERAL PROVISIONS

1. Notice to Parties.

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

- A. Town of Seymour
Attn: Town Clerk
6500 Tower Drive
Eau Claire, WI 54703
- B. City of Eau Claire
City Clerk
City Hall
203 S. Farwell
Eau Claire, WI 54701
- C. County of Eau Claire
Attn: Office of County Administrator
Eau Claire County Courthouse
721 Oxford Avenue
Eau Claire, WI 54703-5481
- D. Superior Seven Mile Creek Landfill, LLC
Attention: General Manager
8001 Olson Drive
Eau Claire, WI 54703

2. Headings.

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

3. Governing Law.

This Agreement and the provisions contained therein will be construed, enforced and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin. All numerical references to Wisconsin Statutes or Administrative Codes refer to statutes and administrative codes in existence on the date of this Agreement, together with any amendments, revisions, renumberings or repeals and recreations thereof during the period of applicability under this Agreement.

4. Waiver.

A party may waive a breach of any term or condition of this Agreement only by express written waiver. Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by a party of the same term or any other term or condition of this Agreement.

5. Complete Agreement.

This Agreement is the complete agreement as to the currently proposed vertical Expansion to the Solid Waste Facility, pursuant to § 289.33, Wis. Stats., between the Affected Municipalities, the Operator, and the Local Committee. This Agreement specifically supersedes the Seymour Agreement dated April 9, 1986. This Agreement does not supercede, modify, or otherwise affect the Purchase Agreement between Eau Claire County and Superior Seven Mile Creek Landfill, Inc., dated September 30, 1996.

6. Amendment.

This Agreement may be amended only by a written agreement between the Affected Municipalities that are signatories to this Agreement and the Operator.

7. Binding Effect.

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

8. Recording.

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

Use of the property is subject to the provisions of Superior Seven Mile Creek Landfill Final Negotiated Agreement dated December 11, 2001. A copy of the Agreement can be obtained from:

- A. Town of Seymour
Attn: Town Clerk
6500 Tower Drive
Eau Claire, WI 54703
- B. City of Eau Claire
City Clerk
City Hall
203 S. Farwell
Eau Claire, WI 54701
- C. County of Eau Claire
Attn: Office of County Administrator
Eau Claire County Courthouse
721 Oxford Avenue
Eau Claire, WI 54703-5481

9. Execution In Counterparts.

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

SUPERIOR SEVEN MILE CREEK LANDFILL,
LLC. NEGOTIATING COMMITTEE,

DATED: 12/11/01

BY: Brian L. Amundson
Committee, Chairperson
and authorized signatory by vote of and on
behalf of the Superior Seven Mile Creek
Landfill Negotiating Committee

SUPERIOR SEVEN MILE CREEK LANDFILL,
LLC

DATED: 12/31/01

BY: Pat J. Gorman
Asst. Secretary

TOWN OF SEYMOUR

Approved this 11 day of December, 2001.

BY: Douglas A. Kronig
Town Board Chairperson

ATTEST: Suzanne Turner
Town Clerk

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

CITY OF EAU CLAIRE

Approved this 11th day of December, 2001.

BY: 

, City Council President

BY: 

, City Manager


ATTEST: 

, City Clerk

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

EAU CLAIRE COUNTY

Approved this 18th day of December, 2001.

BY: 
County Board Chairperson

ATTEST: 
Clerk

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

GUARANTEE

Superior Services, Inc., for valuable consideration, including the mutual covenants and benefits stated in the Final Negotiated Agreement by and between the Affected Municipalities (as defined therein) and Superior Services, Inc.'s subsidiary corporation, Superior Seven Mile Creek Landfill, LLC, such consideration and receipt of which is hereby acknowledged, does hereby guarantee the performance of Superior Seven Mile Creek Landfill, LLC in the event that the latter fails to so perform. Those obligations shall extend to any obligations provided for in said Agreement, including the operation, closure, post-closure responsibilities, and indemnification responsibilities of Superior Seven Mile Creek Landfill, LLC. The Guarantee shall be maintained and remain valid upon a transfer of ownership of Superior Seven Mile Creek Landfill, LLC or the Solid Waste Facility as provided for in Article IV, paragraph 20, until 31 days after each Affected Municipality received notice of the transfer, an extended deadline agreed upon under Article IV, paragraph 20.C., or in the event of a judicial action challenging the transfer, until final resolution of the challenge, whichever is later.

Superior Services, Inc. acknowledges receipt of said Agreement and certifies that, by signing below, said officer has the authority to act on behalf of Superior Services, Inc.

DATED: 12/31/01

SUPERIOR SERVICES, INC.

BY: 

ATTEST: Rosa R. Westphal

Exhibit A

ACTIVE FILL AREA

Cross-sectional Drawing Attached

\$PEN\$
10/23/01
D:\7MILE\10073960.dgn
DGN LEVEL

*LEV2
*LEV09
*LEV06
*LEV03

*REF12
*REF09
*REF06
*REF03

*LEV08
*LEV05
*LEV02

*REF11
*REF08
*REF05
*REF02

*LEV0
*LEV07
*LEV04
*LEV01

*REF10
*REF07
*REF04
*REF01

LANDFILL CAP

5.0%

5.0%

AREA CONTAINING WASTE
(2,046,600 CUBIC YARDS AS OF 10-01-01)

CLAY LINER

EXG
PHASE
1

EXG
PHASE
2

EXG
PHASE
3

F

19+00E

21+00

(VIEWING SOUTH)

18+00E

17+00E

16+00E

15+00E

14+00E

13+00E

NOTE: THIS DRAWING WAS PREPARED
IN COLOR. REPRODUCTION BY
MEANS OTHER THAN EQUIVALENT
COLOR COPYING MAY CAUSE
SOME DATA TO BE LOST OR
MISREPRESENTED.

DR. BY J.G. SCHMIDT	DGN FILE: 10073960.DGN
CHK. BY S.A. BISCHOFF	JOB NO. 10-0739.00
DATE OCTOBER 2001	SCALE AS NOTED



AYRES

SUPERIOR SEVEN MILE CREEK
SECTOR 2
EAU CLAIRE, WIS
OCTOBER 2001

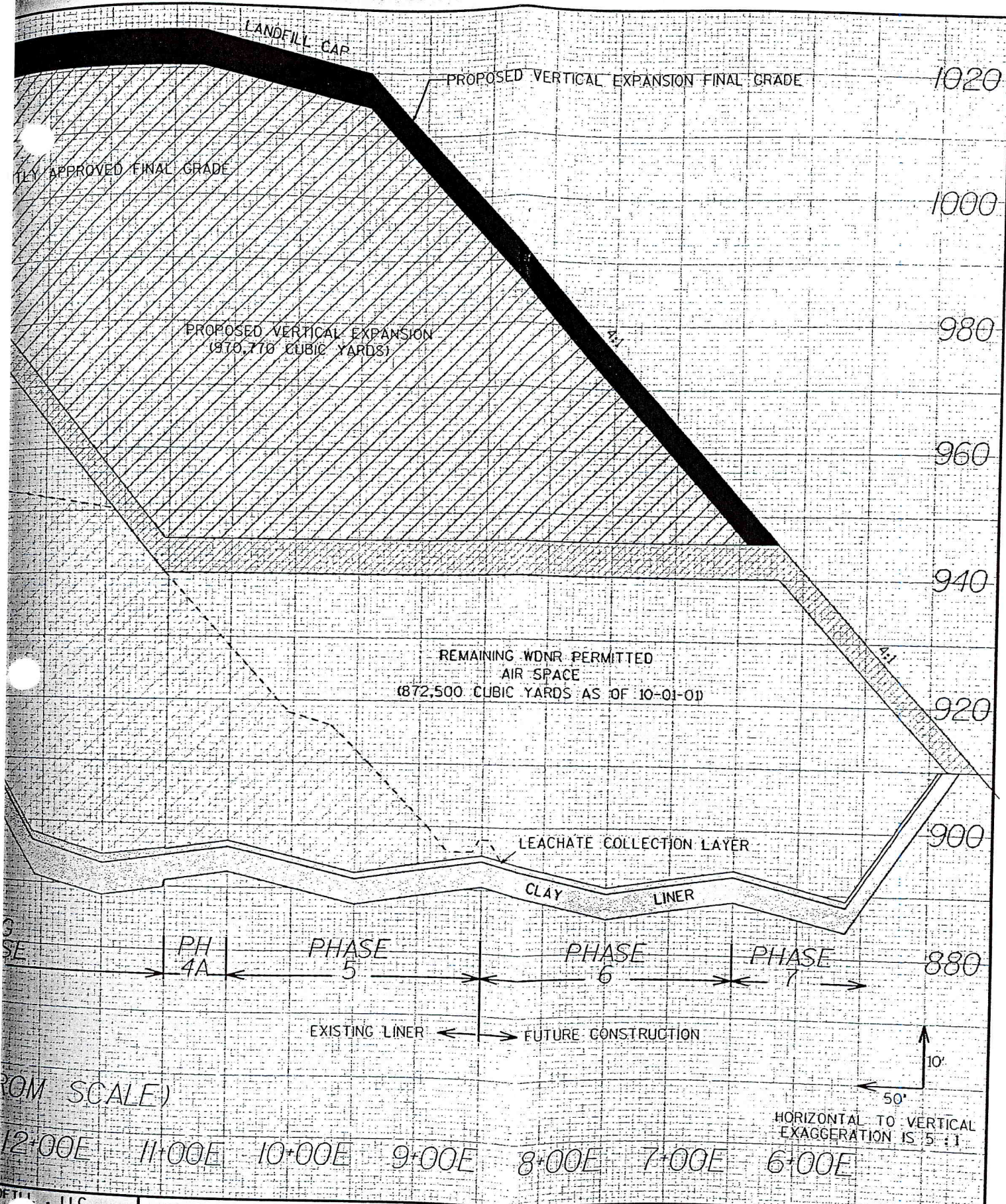
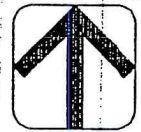


Exhibit B

**SEVEN MILE CREEK SOLID WASTE FACILITY
EAU CLAIRE COUNTY, WISCONSIN**

Plan View Drawing (Including Legal Description) Attached

#PENS
10/23/01
D:\7MILE\10073944.dgn
DGN LEVEL



NORTH

0 60
C.D.H. L

BOUNDARY OF
SOLID WASTE FACILITY

SECTOR 2
ACTIVE FILL AREA

CONNELL RD

SECTOR 2 REFUSE LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,
SECTION 8, TOWNSHIP 27 NORTH, RANGE 8 WEST, TOWN OF SEYMOUR,
EAU CLAIRE COUNTY, WISCONSIN BOUNDED BY A LINE DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8;
THENCE N00°54'32"E. ALONG THE EAST LINE OF SAID SECTION, 117.57 FEET
THENCE N90°00'00"W, 188.32 FEET TO THE POINT OF BEGINNING
THENCE, CONTINUING N90°00'00"W, 1741.61 FEET:
THENCE, N24°30'44"E, 1195.53 FEET:
THENCE, N89°47'18"E, 1245.60 FEET:
THENCE, S00°00'00"E, 1092.38 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1627573 SQUARE FEET OR 37.364 ACRES, MORE OR LESS.

S. 82 ND AVENUE

SECTOR 1
CLOSED AREA

*LEV2
*LEV09
*LEV06
*LEV03

*REF2
*REF09
*REF06
*REF03

*LEV11
*LEV08
*LEV05
*LEV02

*REF11
*REF08
*REF05
*REF02

*LEV10
*LEV07
*LEV04
*LEV01

*REF10
*REF07
*REF04
*REF01

NOTE: THIS DRAWING WAS PREPARED
IN COLOR. REPRODUCTION BY
MEANS OTHER THAN EQUIVALENT
COLOR COPYING MAY CAUSE
SOME DATA TO BE LOST OR
MISREPRESENTED.

SUPERIOR SEVEN MILE CREEK
LANDFILL, LLC
EAU CLAIRE, WISCONSIN



AVRES
ASSOCIATES

SOLID WASTE FACILITY

DRN. BY: JGS

CHK. BY: SAB

DATE: OCT 2001

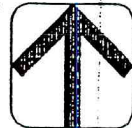
FIGURE

10073944.DGN

Exhibit C

FENCE BOUNDARY

Plan View Drawing Attached



NORTH

0 60' C.T.H. L

\$PEN\$
10/23/01
D:\7MILE\10073945.dgn
DGN LEVEL

*LEV12
*LEV09
*LEV03
*LEV03

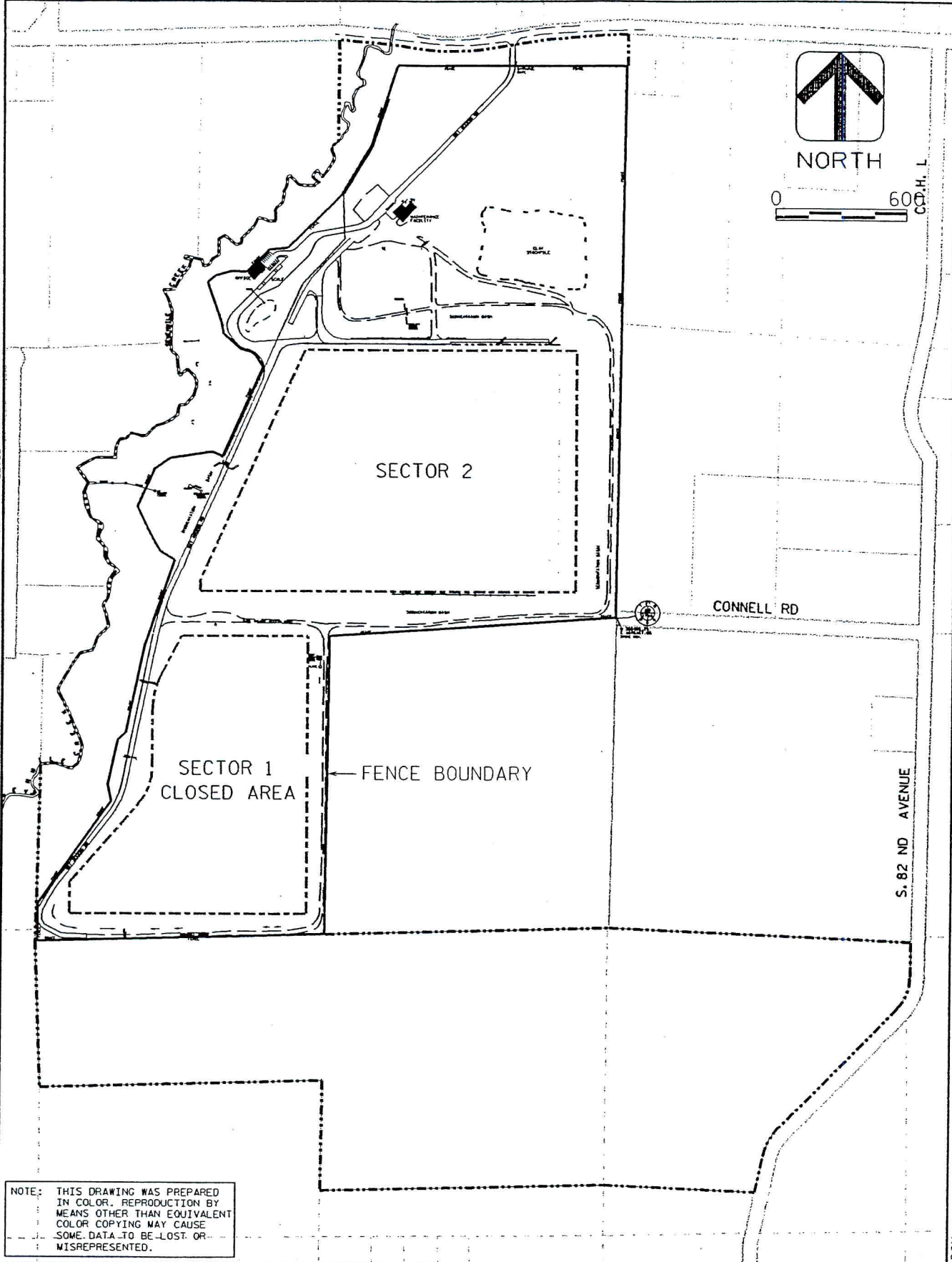
*REF12
*LEV09
*REF06
*REF03

*LEV18
*LEV08
*LEV05
*LEV02

*REF11
*REF08
*REF05
*REF02

*LEV10
*LEV07
*LEV04
*LEV01

*REF10
*REF07
*REF04
*REF01



SUPERIOR SEVEN MILE CREEK
LANDFILL , LLC
EAU CLAIRE , WISCONSIN



FENCE BOUNDARY

DRN. BY: *gjs* JGS
CHK. BY: SAB
DATE: MAR 2001
FIGURE

D:\7MILE\10073945.dgn

Exhibit D

STANDING COMMITTEE

1. **Purpose.** The Affected Municipalities and Superior Seven Mile Creek Landfill, LLC (hereinafter referred to as the "Operator"), agree to re-establish and continue to participate in the Standing Committee to monitor the construction and operation of the Solid Waste Facility and perform such other activities as are authorized by the Agreement (hereinafter referred to as Committee or Standing Committee).

2. **Membership.** Membership on the Committee shall consist of the following:

Town of Seymour (two members)

- Town chairman or designee
- Town Board member or Town resident appointed by Town Board

City of Eau Claire (two members)

- Director of public works or designee
- City Council representative or City resident appointed by City Council

Eau Claire County (two members)

- County Highway Commissioner or designee
- County Board member or County resident appointed by County Board

Eau Claire City/County Health Department (one member)

- Director or designee.

The Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Committee, unless otherwise expressly provided, a majority vote of the Committee is required. The Operator may appoint one (1) representative to the Committee who shall be ad hoc member and shall have no vote.

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

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

Any Committee Member may be removed by the Committee for good cause and upon a five-sevenths (5/7) vote of the Committee.

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

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

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

8. **Committee Inspections.** Individual Committee Members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility pursuant to the procedure provided in paragraphs IV.14 and VII.3 of the Agreement.

9. **Violations.** If, in the reasonable judgment of the majority of the Committee Members, the Solid Waste Facility is not being constructed or operated in compliance with this Agreement, the Operator's approved Plan of Operation, or with any applicable State statute or regulation, or any other provision of law, whether it be in law or equity, the Committee shall serve written notice of such perceived noncompliance upon, and may make recommendations to, the Operator.

Nothing herein shall be construed to limit any legal or equitable right of any neighboring property owner with respect to individual legal rights pursuant to law.

10. **Enforcement.** Only the Affected Municipalities shall have legal standing to enforce this Agreement and only after the stepped enforcement procedure of paragraphs 9 and 10 has been followed. Upon receipt of any notice of non-compliance from the Committee, the Operator shall investigate any allegation of non-compliance made by the Committee and the Operator shall deliver a written report concerning the investigation to the Committee within thirty (30) days. In the event the Operator does not correct the condition to the satisfaction of a majority of the Committee, the Affected Municipalities may pursue such remedies as are available.

11. **Other Authority.** The Committee shall have authority to temporarily extend hours of operation as set forth under paragraph 2 of Article IV.

Exhibit E

AIR QUALITY STANDARDS

The Operator shall comply with all air quality standards required under the plan of operation, closure, post-closure and long-term care plans, or any modifications thereof or any other requirements of the Department or United States Environmental Protection Agency.

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

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

The Operator shall specifically comply with the Air Pollution Control Construction Permit as issued by the Department of Natural Resources.

Exhibit F

WELL TESTING

Operator's General Requirements. The Operator shall comply with all background testing and groundwater monitoring as required by the feasibility report, plan of operation, post-closure or long-term care plans, as approved and amended by the Department, and any order or other requirements of the Department.

Routine Private Well Monitoring Program. The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until the termination of proof of financial responsibility by the DNR, whichever is later, shall test all wells within one-half mile from the Active Fill Area or any previously filled disposal area at least once every three years, such that approximately one-third of all such wells are tested annually. Descriptions of properties within the one-half mile boundary are included in Addendum 1 to this Exhibit F. The Standing Committee shall identify those wells to be tested each year, and may consider the following criteria in selecting the wells to be tested in each year:

1. Proximity to landfill.
2. Down gradient from landfill.
3. Request by homeowner.
4. Previous testing performed and historical data obtained.

The wells shall be subject to testing by the Operator at the Operator's expense. The Standing Committee and the Operator may mutually agree to terminate the routine private well monitoring program at an earlier date.

Notwithstanding the foregoing, the Operator shall not be required to sample any of the water supply wells serving the properties identified by the Standing Committee for the purpose of determining the water quality of well water of these properties, unless it first receives, in the form attached as Addendum 2 to this Exhibit F, written permission from the respective property owner or if the property is not owner occupied from the occupant. In the event that the owner(s) or user(s) of any well so identified refuses to give the Operator written consent, the Operator shall advise the Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year.

A copy of the results of each well test required by this Exhibit shall be promptly provided by the Operator, at its cost, to the property owner (or occupant) in question. The Operator shall also annually provide documentation of notice to property owners and test results to the Standing Committee.

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

Field	pH
	Conductivity
	Color
	Odor
	Turbidity
	Temperature
Lab	Total Alkalinity
	Total Iron
	Total Hardness
	Chloride
	COD
	VOCs

The samples collected from the above specified wells shall be analyzed by a NR 149, Wis. Admin. Code, certified lab.

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

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

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

- (B) If the results of the Operator's test under subparagraph A document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents.

- (C) If upon further investigation, including additional testing by the Operator, it is determined by DNR or an independent third party consulting firm agreed upon by the Standing Committee and the Operator that the exceedance is caused by a source other than the Landfill, then the Operator's obligation to provide potable water will cease.
- (D) In the event the above investigation establishes to the satisfaction of DNR or an independent third party consulting firm agreed upon by the Standing Committee and the Operator that the Solid Waste Facility is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply.
- (E) The foregoing procedure of providing water under Subparagraph B upon the detection of an exceedance ("First Response") shall only be binding upon the Operator if the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under subparagraphs C and D.

Addendum 1 To Exhibit F
PRIVATE WELL LOCATIONS

Map Attached

1J5dd45-50.tb1
10/23/01
D:\7MILE\1011902.dgn
DCN LEVEL

LAND OWNERS & PRIVATE WELL LOCATIONS

SHEET NO.

ANDFILL - LLC

CLARE COUNTY
OXFORD AVE

EAU CLARE COUNTY
721 OXFORD AVE

EAU CLARE COUNTY
721 OXFORD AVE

SEYMOUR LANDFILL
CLOSED

KEITH COOLEY
TRUCK & AUTO WRECKING
1230 S 82ND AVE
EUGENE CARP
1240 S 82ND AVE
RESIDENCE
1230 S 82ND AVE
KEITH COOLEY

RESIDENCE/WELL-TYP
(AS OF FEB 2000)

RANDY LEE
1305 S 82ND AVE

JERROLD R. LEE
121 S 82ND AVE

TERRE GREEN
1250 STUBBS PRV DR
AUGUSTA, MN
AND BLOOM

JAMES E. & JUDITH E.
SEDIVY
8555 OLSON DR

TOWN OF SEYMOUR
6510 TOWER DR

THOMAS J. JOHNSON
8663 OLSON DR

PROPERTY ADDRESS
8615 OLSON DR

ALDON &
DIANE
WEDLUND
8415
OLSON DR

ROGER &
JUDITH
SCHALLING
8401
OLSON DR

THE JAMES T. BRADLEY FAMILY
1110 PARTNERSHIP
521 N. CHICAGO ST
JOLIET, ILLINOIS
60432

THOMAS
COTTRESDEN
1723 S 82ND AVE

JAMES
OLMCKER
1815 S 82ND AVE

DANIEL WELCH
8109
OLSON DR

DANIEL
KONNERSK
8105
OLSON DR

JOHN
COOLEY
8009
OLSON

SPATE
TOY

RESIDENCE
WILMA TOY
8010 OLSON DR

WILMA TOY
8010 OLSON DR

SCRAP & SALVAGE
8010 OLSON DR

GRANDALL
PALQUAR
8302
OLSON

VICTOR
8300
OLSON



Addendum 2 to Exhibit F

ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this ____ day of _____, 20____, between _____ of _____ as the owner of property upon which a well is located and/or the user of a well (hereinafter called well "owner/user") and Superior Seven Mile Creek Landfill, LLC (hereinafter called "Superior").

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

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

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

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

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

Well Owner/User

SUPERIOR SEVEN MILE CREEK LANDFILL, LLC

By: _____
Authorized Representative

Exhibit G

ACKNOWLEDGED TRANSPORTERS COMPLIANCE POLICY

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

Acknowledged Transporter Vehicular Requirements

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

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

1. Contract Hauler will operate its solid waste transport vehicles so as to prevent and avoid the discharge of waste onto public or private property in the County.
2. All solid waste transport vehicles will be equipped with proper side boards, gates, straps and/or tarps to allow for the safe transport of waste to or from the Solid Waste Facility. This equipment shall meet or exceed DNR or Wisconsin Department of Transportation specifications.
3. Operating hours will be from 6:30 a.m. to 5:30 p.m., Monday through Saturday. Trucks shall not arrive at the gate earlier than ten minutes before operating hours. The Solid Waste Facility will remain gated prior to 6:20 a.m. and trucks will not be permitted access prior to that time.
4. Contract Hauler will only access the Solid Waste Facility from County Highway Q.
5. All loads/trucks will be fully contained and/or tarped as they enter the Solid Waste Facility and will be either swept out inside the Active Fill Area of the landfill or tarped when they leave the Solid Waste Facility.

6. Any failure to comply with these requirements can result in a turn-back of the truck from the Solid Waste Facility and shall result in a turn back if the Acknowledged Transporter has three previous documented violations within a calendar year.

Exhibit H

INSURANCE

Certificate of Insurance Attached

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
04/29/99

PRODUCER
MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002

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

COMPANIES AFFORDING COVERAGE

COMPANY
A COMMERCE AND INDUSTRY INS. CO.

COMPANY
B N/A

COMPANY
C

COMPANY
D

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

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

CERTIFICATE HOLDER

CALUMET COUNTY
725 COURT STREET
ELTON, WI 53014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
04/29/99

PRODUCER

MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002

10056-99/99 HML01

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

COMPANIES AFFORDING COVERAGE

COMPANY
A COMMERCE AND INDUSTRY INS. CO.

COMPANY
B N/A

COMPANY
C

COMPANY
D

INSURED

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

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

CERTIFICATE HOLDER

TOWN OF CHILTON
22 WEST MAIN STREET
CHILTON, WI 53014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD CORPORATION 1993

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

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

NAMED
INSURED
AND
POST OFFICE

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

POLLUTION LEGAL LIABILITY

DECLARATIONS

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

POLICY NUMBER: PLL 8183833

Item 1: NAMED INSURED: Superior Services, Inc.
ADDRESS: 10150 W. National Avenue
Suite 350
West Allis, WI 53227

Item 2: POLICY PERIOD

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

Item 3: LIMIT OF LIABILITY, up to \$10,000,000 each LOSS
\$10,000,000 Total for all LOSSES


Item 4: DEDUCTIBLE \$ 100,000 each LOSS

Item 5: COVERED LOCATIONS SEE ATTACHED COVERED LOCATIONS
ENDORSEMENT

Item 6: POLICY PREMIUM

Item 7: RETROACTIVE DATE SEE ENDORSEMENT # 4

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


AUTHORIZED REPRESENTATIVE

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

70 PINE STREET
NEW YORK, NY 10270

POLLUTION LEGAL LIABILITY POLICY

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

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

I. INSURING AGREEMENT

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

II. CLAIMS PROVISIONS

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

All Claims shall be reported to:

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

and

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

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

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

III. DEFINITIONS

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

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

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

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

provided that such **Claims** for physical injury or destruction, or loss of use are caused by **Pollution Conditions Emanating From** the locations designated in Item 5 of the Declarations.

IV. EXCLUSIONS

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

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

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

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

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

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

This exclusion applies:

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

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

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

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

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

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

3) As used in this exclusion:

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

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

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

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

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

"**Nuclear Facility**" means

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

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

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

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

V. LIMIT OF LIABILITY AND DEDUCTIBLE

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

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

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

VI. EXTENDED REPORTING PERIOD

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

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

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

VII. TERRITORY

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

VIII. CHOICE OF LAW AND FORUM

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

Arbitration:

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

IX. CONDITIONS

- A. **Inspection and Audit-** The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
- B. **Cancellation-** This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Policy, written notice stating when not less than 30 days (10 days for non payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- C. **Representations-** By acceptance of this Policy, the Insured agrees that the statements in the Declarations and Application are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

- D. **Action Against Company-** No action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

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

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

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

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

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

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

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

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

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

Elizabeth M. Tuck

SECRETARY

Walter L. Mooney

PRESIDENT

Addendum 2 to Exhibit F

ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this ____ day of _____, 20____, between _____ of _____ as the owner of property upon which a well is located and/or the user of a well (hereinafter called well "owner/user") and Superior Seven Mile Creek Landfill, LLC (hereinafter called "Superior").

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

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

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

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

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

Well Owner/User

SUPERIOR SEVEN MILE CREEK LANDFILL, LLC

By: _____
Authorized Representative

Exhibit G

ACKNOWLEDGED TRANSPORTERS COMPLIANCE POLICY

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

Acknowledged Transporter Vehicular Requirements

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

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

1. Contract Hauler will operate its solid waste transport vehicles so as to prevent and avoid the discharge of waste onto public or private property in the County.
2. All solid waste transport vehicles will be equipped with proper side boards, gates, straps and/or tarps to allow for the safe transport of waste to or from the Solid Waste Facility. This equipment shall meet or exceed DNR or Wisconsin Department of Transportation specifications.
3. Operating hours will be from 6:30 a.m. to 5:30 p.m., Monday through Saturday. Trucks shall not arrive at the gate earlier than ten minutes before operating hours. The Solid Waste Facility will remain gated prior to 6:20 a.m. and trucks will not be permitted access prior to that time.
4. Contract Hauler will only access the Solid Waste Facility from County Highway Q.
5. All loads/trucks will be fully contained and/or tarped as they enter the Solid Waste Facility and will be either swept out inside the Active Fill Area of the landfill or tarped when they leave the Solid Waste Facility.

6. Any failure to comply with these requirements can result in a turn-back of the truck from the Solid Waste Facility and shall result in a turn back if the Acknowledged Transporter has three previous documented violations within a calendar year.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
04/29/99

PRODUCER
MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002

10056-99/99 HML01

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

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

COMPANIES AFFORDING COVERAGE

COMPANY
A COMMERCE AND INDUSTRY INS. CO.

COMPANY
B N/A

COMPANY
C

COMPANY
D

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COVERAGE FOR SUPERIOR HICKORY MEADOWS LANDFILL, INC. EFFECTIVE 5/20/99.
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CALUMET COUNTY
226 COURT STREET
MILTON, WI 53014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
04/29/99

PRODUCER MARSH, INC. 1000 LOUISIANA SUITE 4000 HOUSTON, TX 77002 10056-99/99 HML01		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		COMPANIES AFFORDING COVERAGE	
		COMPANY A	COMMERCE AND INDUSTRY INS. CO.
INSURED Superior Services, Inc. etal; Superior Hickory Meadows Landfill, Inc. W3105 Schneider Road Hiebert, WI 54129		COMPANY B	N/A
		COMPANY C	
		COMPANY D	

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

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

CERTIFICATE HOLDER

TOWN OF CHILTON
 WEST MAIN STREET
 ILTON, WI 53014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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

NAMED Superior Services, Inc.
INSURED 10150 W. National Avenue
AND Suite 350
POST OFFICE West Allis, WI 53227

POLLUTION LEGAL LIABILITY

DECLARATIONS

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

POLICY NUMBER: PLL 8183833

Item 1: NAMED INSURED: Superior Services, Inc.
ADDRESS: 10150 W. National Avenue
Suite 350
West Allis, WI 53227

Item 2: POLICY PERIOD

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

Item 3: LIMIT OF LIABILITY, up to \$10,000,000 each LOSS
\$10,000,000 Total for all LOSSES


Item 4: DEDUCTIBLE \$ 100,000 each LOSS

Item 5: COVERED LOCATIONS SEE ATTACHED COVERED LOCATIONS
ENDORSEMENT

Item 6: POLICY PREMIUM

Item 7: RETROACTIVE DATE SEE ENDORSEMENT # 4

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


AUTHORIZED REPRESENTATIVE

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

70 PINE STREET
NEW YORK, NY 10270

POLLUTION LEGAL LIABILITY POLICY

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

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

I. INSURING AGREEMENT

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

II. CLAIMS PROVISIONS

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

All **Claims** shall be reported to:

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

and

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

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

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

III. DEFINITIONS

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

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

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

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

IV. EXCLUSIONS

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

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

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

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

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

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

This exclusion applies:

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

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

- H. arising out of the ownership, maintenance, use, operation, loading or unloading of any **Automobile**, aircraft, watercraft or rolling stock.
- I. arising from **Pollution Conditions** Emanating From the locations designated in Item 5 of the Declarations, which commence subsequent to the time such locations are sold, leased, given away, abandoned or operational control has been relinquished.
- J.
 - 1) for **Bodily Injury**, **Property Damage** or **Cleanup Costs**
 - a. with respect to which an **Insured** under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

3) As used in this exclusion:

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

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

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

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

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

"Nuclear Facility" means

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

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

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

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

V. LIMIT OF LIABILITY AND DEDUCTIBLE

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

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

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

VI. EXTENDED REPORTING PERIOD

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

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

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

VII. TERRITORY

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

VIII. CHOICE OF LAW AND FORUM

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

Arbitration:

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

IX. CONDITIONS

- A. **Inspection and Audit-** The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
- B. **Cancellation-** This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the the address shown in the Policy, written notice stating when not less than 30 days (10 days for non payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- C. **Representations-** By acceptance of this Policy, the Insured agrees that the statements in the Declarations and Application are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.
- D. **Action Against Company-** No action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.
- Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any its obligations hereunder.
- E. **Assignment-** This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- F. **Subrogation-** In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after a Claim to prejudice such rights.
- Any recovery as a result of subrogation proceedings arising out of a Loss caused by Pollution Conditions under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the Insured and the Company in proportion to each amount actually paid as a result of judgment, settlement or defense of a Claim for Bodily Injury, Property Damage or Cleanup Costs arising from Pollution Conditions.
- G. **Changes-** Notice to any agent or knowledge possessed by any agent or by any person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
- H. **Sole Agent-** The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued

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

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

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

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

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

Elizabeth M. Tuck

SECRETARY

Walter L. Mooney

PRESIDENT

ENDORSEMENT NO. 1

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

COVERED LOCATIONS ENDORSEMENT

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

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

Transfer

ENDORSEMENT # 1

PAGE 2 OF 2

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

7. Superior Services-Cuba City
a division of Superior of Wisconsin
fka Wiederholt Sanitation
30111 Roaster Road
Cuba City, WI 53807
8. Superior Services-Central Wisconsin
a division of Superior Wisconsin
fka Valley Sanitation Marshfield
501 South Hume
Marshfield, WI 54449-0668
9. Superior Services-Central Wisconsin
a division of Superior of Wisconsin
fka Valley Sanitation Marshfield
645 Jensen Drive
Medford, WI 54451
10. Superior Services-Omro
a division of Superior of Wisconsin
fka Professional Waste Services
250 Alder
Omro, WI 54963
11. Superior Services of Horicon
a division of Glacier Ridge, Inc.
fka Hechimovich Landfill, Inc.
803 N River Road
West Bend, WI 53095
12. Superior Services-Menomonee Falls
a division of Superior of Wisconsin
fka Cedar Disposal
N60 W16280 Kohler Lane
Menomonee Falls, WI 53051

TRANSFER


TRANSFER STATION

TRANSFER STATION

TRANSFER

TRANSFER

TRANSFER



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

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

Forms a part of policy no.: 8183833


Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RADIOACTIVE MATTER EXCLUSION

This insurance does not apply to:

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



AUTHORIZED REPRESENTATIVE

52770 (11/91)

ENDORSEMENT NO. 3

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

Forms a part of policy no.: 8183833

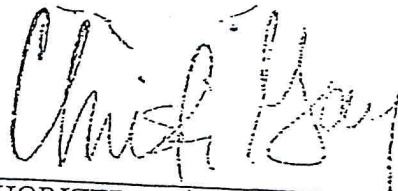
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

UNDERGROUND STORAGE TANK EXCLUSION

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

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



AUTHORIZED REPRESENTATIVE

52773 (11/91)

ENDORSEMENT NO. 4

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RETROACTIVE DATE

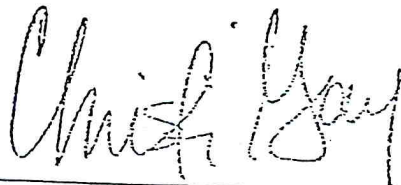
In consideration of the premium paid, it is hereby agreed that the following sentence is added to the end of the Paragraph A. of Section I., Insuring Agreement, contained in the jacket of the Policy:

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

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

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

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



AUTHORIZED REPRESENTATIVE

52771 (11/91)

ENDORSEMENT NO. 5

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

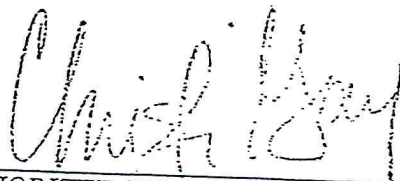
By: Commerce and Industry Insurance Company

INDEPENDENT COUNSEL

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

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

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



AUTHORIZED REPRESENTATIVE

52769 (11/91)

ENDORSEMENT NO. 6

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

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

NAMED INSUREDS

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



AUTHORIZED REPRESENTATIVE

52764 (11/91)

ENDORSEMENT NO. 7

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

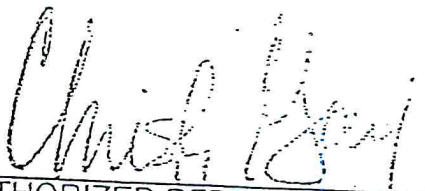
By: Commerce and Industry Insurance Company

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

ADDITIONAL INSUREDS

E&K HAZARDOUS WASTE SERVICES
ALLIANCE TRANSPORTATION

52763 (11/91)



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 8

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

Forms a part of policy no.: 8183833

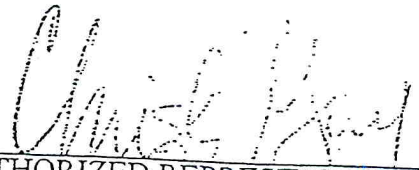
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

LIMITED LOADING AND UNLOADING COVERAGE

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

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



AUTHORIZED REPRESENTATIVE

52772 (11/91)

ENDORSEMENT NO. 9

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

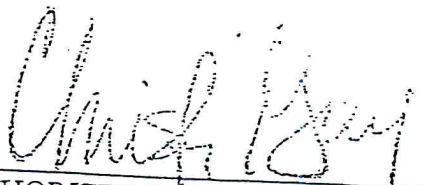
By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

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

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

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



AUTHORIZED REPRESENTATIVE

43005 (9/85)

ENDORSEMENT NO. 10

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

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

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

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

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

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

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

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

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

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

CANCELLATION AND NONRENEWAL

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

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

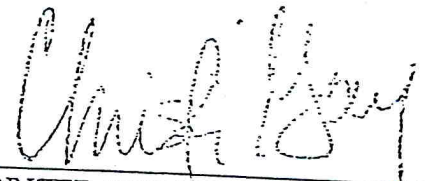
Such cancellation may be made by mailing or delivering to the Named Insured written notice stating when, or not less than ten (10) days thereafter, such cancellation shall be effective.

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

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

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

52048 (10/91)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 11

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

CANCELLATION

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

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



AUTHORIZED REPRESENTATIVE

52768 (11/91)

ENDORSEMENT NO. 12

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

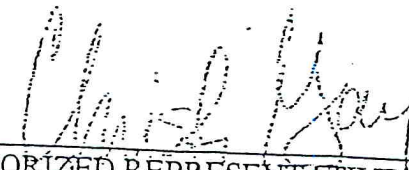
DEFENSE COSTS AMENDATORY ENDORSEMENT

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

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

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

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



AUTHORIZED REPRESENTATIVE

52775 (11/91)

ENDORSEMENT NO. 13

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

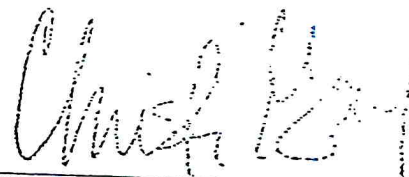
Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ANTI-STACKING ENDORSEMENT

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



AUTHORIZED REPRESENTATIVE

52765 (11/91)

ENDORSEMENT NO. 14

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

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ON-SITE THIRD PARTY BODILY INJURY COVERAGE

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

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


AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 15

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

Forms a part of policy no.: 8183833

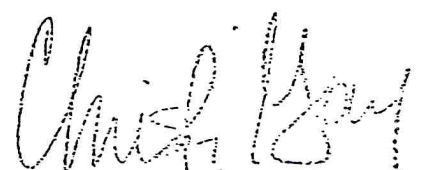
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

REINSTATEMENT OF AGGREGATE LIMIT

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

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


AUTHORIZED REPRESENTATIVE