

**SUPERIOR GLACIER RIDGE LANDFILL EXPANSION
NEGOTIATED AGREEMENT**

1998

**TOWN OF WILLIAMSTOWN
CITY OF MAYVILLE
DODGE COUNTY, WISCONSIN**

TABLE OF CONTENTS

PAGE

ARTICLE I DEFINITIONS

Definitions	1
-------------------	---

ARTICLE II TRANSPORTATION

1. <u>Designated Roadways</u>	10
A. <u>Designated Authority</u>	10
B. <u>Primary Roadways</u>	11
C. <u>County Reconstruction of County Road</u>	12
D. <u>Temporary Access Roadway</u>	13
2. <u>Vehicle Requirements</u>	14
3. <u>Litter and Discharge Beyond the Solid Waste Facility</u>	15
A. <u>Solid Waste and Hazardous Waste Discharge</u> <u>Reports to the Town</u>	15
B. <u>Discharge Removal on Primary Roadways</u>	16
C. <u>Litter Program</u>	17
4. <u>Transporters of Solid Waste</u>	18
A. <u>List of Transporters</u>	18
B. <u>Persons Authorized</u>	19
C. <u>Acceptance of Waste From Public Entities</u>	22

**ARTICLE III
OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY**

1.	<u>Reports to the Town, County and City</u>	22
A.	<u>Notice of Reports from Corporation</u>	22
B.	<u>Notice of Reports from Government Agencies</u>	23
C.	<u>County, City, Town and Residents Complaints and Concerns</u>	24
D.	<u>Corporation Responsibility to the Town, County and City</u>	25
E.	<u>Notice of Contract</u>	26
2.	<u>Hours and Days of Operations</u>	26
3.	<u>Dust, Dirt and Debris Control at the Solid Waste Facility</u>	28
4.	<u>Rodent and Insect Control at the Solid Waste Facility</u>	30
A.	<u>Prevention of Rodents and Insects</u>	30
B.	<u>Control on Rodents and Insects</u>	30
5.	<u>Fire, Disaster and Hazard Control</u>	30
A.	<u>Creation of Fire Hazards</u>	30
B.	<u>Public or Private Nuisance</u>	32
C.	<u>Hazardous Waste Nuisance</u>	34
D.	<u>Security Personnel</u>	35
6.	<u>Court Action by the Town, County or City</u>	35

7.	<u>Administrative Action by the Town, County or City</u>	36
8.	<u>Temporary Emergency Closure of Solid Waste Facility</u>	38
9.	<u>Access to the Solid Waste Facility</u>	38
10.	<u>Repair, Maintenance and Reconstruction of the Solid Waste Facility</u>	40
11.	<u>Hazardous Waste Disposal Notice to the Town</u>	40
12.	<u>Hazards Notice to the Town</u>	41
13.	<u>Responsible Managers</u>	42
14.	<u>Erosion and Runoff</u>	43
	A. <u>Erosion Restrictions</u>	43
	B. <u>Abatement of Erosion</u>	43
15.	<u>Standing Open Water</u>	43
16.	<u>Surface Water</u>	44
17.	<u>Conservancy Area</u>	44
18.	<u>Existing Tree Replacements</u>	46
19.	<u>Restrictions on Hazardous Waste Disposal</u>	47

20.	<u>Operation Terms</u>	48
A.	<u>Initial Term and Extension</u>	48
B.	<u>Disposal Operations, Storage Operations</u> <u>and Treatment Operations</u>	48
C.	<u>Initial Operations, Closure Operations</u> <u>and Post Closure Operations</u>	49
D.	<u>Local Approvals</u>	52

ARTICLE IV

FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1.	<u>Indemnification to the Town, County, and City</u>	55
2.	<u>Bonds</u>	59
A.	<u>Financial Assurance for the Town, the County</u> <u>and the City</u>	59
B.	<u>Enforcement of Bond</u>	64
3.	<u>County Road Reconstruction, Repair and</u> <u>Maintenance Costs</u>	66
4.	<u>Dodge County Clean Sweep</u>	67
5.	<u>Property Protection Plan</u>	69
A.	<u>Corporation Buyout</u>	69
B.	<u>Compensation to Persons for Diminution of</u> <u>Property Value Damages</u>	73

6.	<u>Compensation for Costs, Expenses and Damages to the Town, the County, and the City and to the Other Municipal Service Units</u>	78
A.	<u>General Reimbursement of Costs, Expenses and Damages</u>	78
B.	<u>Reimbursement for Negotiation Expenses</u>	83
C.	<u>Reimbursement to the Town for Administrative Costs and Expenses</u>	83
D.	<u>Budget for Standing Committee</u>	86
E.	<u>City of Mayville Solid Waste Collection/ Recycling</u>	86
F.	<u>Wellhead Protection Plan</u>	87
G.	<u>Private Well Testing</u>	87

ARTICLE V COMPENSATION TO THE TOWN OF WILLIAMSTOWN

A.	<u>Direct Payment to Town</u>	88
B.	<u>1996 and 1997 Payments</u>	93
C.	<u>Monthly Payments to Town</u>	94
D.	<u>Distribution of Direct Payments</u>	95

ARTICLE VI CONTRACT PROVISIONS

1.	<u>Notice to Parties</u>	96
2.	<u>Headings</u>	97
3.	<u>Governing Law</u>	97
4.	<u>Waiver</u>	97
5.	<u>Complete Agreement</u>	98
6.	<u>Amendment</u>	100
7.	<u>Binding Effect</u>	100
8.	<u>Force Majeure</u>	100
9.	<u>Dispute Resolution</u>	101

TITLE AND INTRODUCTION

This Contract ("Contract") is made and entered into by and among Superior Services, Inc., a Wisconsin corporation ("Corporation"), the Town of Williamstown, a Wisconsin Town ("Town"), the County of Dodge, a Wisconsin County ("County") and the City of Mayville, a Wisconsin municipal corporation ("City").

This final negotiated Contract is the product of the negotiating process pursuant to sec. 289.33(9), Stats. This Contract was negotiated by the Town of Williamstown Landfill Siting Committee ("Committee") and the Corporation. This Contract shall be deemed a final agreement upon approval thereof by the Committee, the Town, the County, the City, and the Corporation. This Contract shall be known as the "Superior Glacier Ridge Landfill Negotiated Agreement" ("Contract").

The parties acknowledge the existence of the final offer of Hechimovich Sanitary Landfill, Inc. ("Hechimovich") in Case No. 36-89-03 before the State of Wisconsin Waste Facilities Siting Board, and the arbitration award accepting the Hechimovich final offer. The terms and conditions of the arbitration award in Case No. 36-89-03 have been incorporated into this Contract, except as modified by the various agreements reached during the negotiations between the Committee and the Corporation.

Furthermore, unless the context specifically indicates otherwise, the Town shall be entitled to the rights and privileges extended to the County and the City as set forth in the final offer of Hechimovich in Case No. 36-89-03.

ARTICLE I

DEFINITIONS

Active Fill Area means the total capacity approved by the Department of Natural Resources as the disposal capacity for the disposal of Solid Waste by Corporation at the Solid Waste Facility, in the area depicted and described on Exhibit A, herein incorporated by reference in this Contract. This approved area shall not include any Expansion of the Active Fill Area or any Expansion of the Solid Waste Facility for the purpose of providing additional disposal capacity area at the Solid Waste Facility or at the Active Fill Area.

Authorized Transporter means any person who is authorized in writing by Corporation at anytime to transport Solid Waste to and from the Solid Waste Facility in the Town and/or any person who is authorized orally or in writing by Corporation at anytime to dispose Solid Waste in the Active Fill Area at the Solid Waste Facility. Authorized transporters do not include the City, the Town and the residents of the City of Mayville and the Town of Williamstown authorized by this Contract to store Solid Waste at the Solid Waste Facility.

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

Corporation means Superior Glacier Ridge, Inc.

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

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

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Solid Waste or Hazardous Waste at the Solid Waste Facility.

Disposal or Dispose means the discharge, deposit, injection, dumping or placing of Solid Waste or Hazardous Waste in the Active Fill Area at the Solid Waste Facility at anytime so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the land, environment or be emitted into the air or discharged into any waters in the County, including groundwater. This term does not include the storage or the treatment of Solid Waste or the storage or the treatment of Hazardous Waste at the Solid Waste Facility.

Disposal Operations means any activities at the Solid Waste Facility related to or associated with the disposal of Solid Waste or Hazardous Waste, including, the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the Solid Waste Facility and including the waste covering at the Solid Waste Facility, where all of the above noted activities occur anytime during the Initial Term of this Contract.

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

in the County or that jeopardizes the safety of property in the County.

Expansion means the Expansion at anytime by any means by Corporation of the design capacity of the Active Fill Area of the Solid Waste Facility beyond the Department of Natural Resources approved design capacity of six million one hundred sixty-four thousand three hundred (6,164,300) cubic yards of Solid Waste and daily and intermediate cover materials authorized for disposal in the Active Fill Area at the Solid Waste Facility.

Final Closure means the date at which time no further Solid Waste shall be transported in the County to or from the Active Fill Area at the Solid Waste Facility or shall be disposed in the Active Fill Area at the Solid Waste Facility by Corporation or by any other person which shall be one of the following:

a) the date Corporation notifies the Town in writing that Corporation no longer will dispose and no longer will allow any other person to dispose of Solid Waste in the Active Fill Area at the Solid Waste Facility,

b) the date the Department of Natural Resources orders Corporation in writing to no longer dispose and to no longer allow any other person to dispose of Solid Waste in the Active Fill Area at the Solid Waste Facility;

c) the date Corporation has disposed and has allowed the disposal in the Active Fill Area at the Solid Waste Facility of six million, one hundred sixty-four thousand three hundred (6,164,300) cubic yards of both Solid Waste and daily and

intermediate cover materials in the Active Fill Area at the Solid Waste Facility.

Hazardous Waste means any Solid Waste identified as a Hazardous Waste by the Department of Natural Resources, under sec. 289.01(1z), Wis. Stats. or identified as a Hazardous Waste by regulations adopted by the Department of Natural Resources in Chapter NR 181, Administrative Code, or its successor chapters. This shall not include any Hazardous Waste as defined above which is authorized at anytime by the Department of Natural Resources to be disposed at the Active Fill Area or to be disposed, stored or treated at any other location at the Solid Waste Facility. This shall not apply to small quantities of household hazardous materials, as defined by the Department of Natural Resources under Chapter 291 of the Wisconsin Statutes.

Initial Term means the time during which the Corporation has remaining approved design capacity in the Expansion of the Active Fill Area of the Solid Waste Facility.

Local Approvals means any local approval as "Local Approvals" are defined in sec. 289.33(3), Wis. Stats., or its successor provisions.

Long Term Care or Long Term Care Operations means any activities at the Solid Waste Facility, including routine care, maintenance and monitoring in the Active Fill Area at the Solid Waste Facility; and where all the above noted activities occur anytime following the Final Closure of the Active Fill Area at the Solid Waste Facility. Long Term Care operations by

Corporation and by its agents shall not be considered Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area for purposes of this Contract.

Nature Conservancy Area means the Active Fill Area at the Solid Waste Facility where after Final Closure the Corporation will:

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

Pre-existing Local Approvals means any Pre-existing Local Approvals as "Pre-existing Local Approvals" are defined in sec. 289.33, Wis. Stats., or its successor provisions.

Remedial Actions means those actions consistent with a permanent remedy which are taken instead of or in addition to Removal Actions in the event of a release or threatened release at the Solid Waste Facility of Hazardous Waste into the environment, to prevent or minimize the release of Hazardous Waste so that the Hazardous Waste does not migrate to cause substantial danger to the present or future public health or welfare of the residents of the County or to the environment in

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

further exposure to the continual presence of such Hazardous Waste.

Removal Action means the clean-up action or Removal Action of released hazardous substances from the environment, such actions as may be necessarily taken in the event of release of Hazardous Wastes into the environment at the Solid Waste Facility, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of Hazardous Wastes, the disposal of removed Hazardous Wastes, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the residents of the County or to the environment in the County, which may otherwise result from a release or threat of release of Hazardous Wastes at the Solid Waste Facility. The term includes, in addition, without being limited to, security fencing or other measures to limit access to the Solid Waste Facility, provision of alternative water supplies to residents of the County, temporary evacuation of residents of the County and housing of threatened residents of the County.

Solid Waste means garbage, ash, refuse, rubbish, contaminated soils, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid Waste may include, but is not

limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 147, Wis. Stats., or its successor chapter, or source, special nuclear or by-product material as defined in sec. 140.52, Wis. Stats. or its successor section.

Solid Waste Facility means the Solid Waste disposal facility in the Town specifically depicted and described in Exhibit "B", herein incorporated by reference in this Contract. It includes both the Active Fill Area and the other land described in Exhibit "B".

Standing Committee means a group of representatives for the Town (four members) the County (two members) and the City (one member) who shall have the responsibility and authority to administer the provisions of this Contract during its term.

Storage or Store means the holding of Solid Waste or Hazardous Waste at the Solid Waste Facility, at the end of which period the Solid Waste is to be then treated or ultimately disposed in the Active Fill Area at the Solid Waste Facility.

Storage Operations means any activities at the Solid Waste Facility related to the storage of Solid Waste or Hazardous Waste and where all the above noted activities occur anytime during the Initial Term of this Contract.

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

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

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

Treatment Operations means 1) any activities at the Solid Waste Facility directly related to the treatment of Solid Waste or the treatment of Hazardous Waste at the Solid Waste Facility or 2) any activities at the Solid Waste Facility related to the storage of Solid Waste or Hazardous Waste and where all the above noted activities occur anytime during the Initial Term of this Contract.

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

ARTICLE II

TRANSPORTATION

1. Designated Roadways

A. Designated Authority

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not use and shall inform its agents and authorized transporters in writing, not to use any roadways located in the City , Town of Hubbard or the Town as a route for vehicle access to and from the Solid Waste Facility by Corporation, its agents and authorized transporters for purposes related to any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations in the Active Fill Area or at any other location at the Solid Waste Facility, unless those roadways located in the City, Town of Hubbard and the Town are established and authorized by this Contract as either of the designated primary roadway routes for purposes of vehicle access to and from the Solid Waste Facility. Corporation agrees not to accept for disposal any waste transported to the Solid Waste Facility on roadways other than the designated primary roadway routes.

This section establishing the designated primary roadway routes and then restricting the roadway use on other roadways shall not apply to Corporation, its agents, its authorized transporters, the City, the Town and to any residents of the City, the Town of Hubbard or the Town when these above noted persons are collecting Solid Waste in the City, the Town of

Hubbard, and the Town in vehicles and then transporting this Solid Waste in vehicles to the Solid Waste Facility for the purpose of disposal of the Solid Waste in the Active Fill Area at the Solid Waste Facility or for the purpose of storage of the Solid Waste at the Solid Waste Facility.

This section shall not apply if the Town, the County, the City and the Corporation, at anytime, mutually agree in writing to establish any alternative routes or any additional routes for vehicle traffic access to and from the Solid Waste Facility for any Disposal Operations, Storage Operations, Treatment Operations or for any Long Term Care operations in the Active Fill Area or at any other location at the Solid Waste Facility.

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

B. Primary Roadways

Town, County and City, during the Initial Term and extending until twenty (20) years after Final Closure, shall designate as the primary roadway routes and shall authorize, pursuant to Subsection A, for vehicle access to and from the Solid Waste Facility by Corporation or by its agents or its authorized transporters, the following roadway routes: 1) for vehicle access and traffic flow to the Solid Waste Facility: State Highway 33 to County Trunk V, then north on County Trunk V to private road

(Raasch's Hill Road), then right onto private road (Raasch's Hill Road), and 2) for vehicle access and traffic flow from the Solid Waste Facility: private road (Raasch's Hill Road), then left onto County Trunk V, then south on County Trunk V to State Highway 33; or, 3) for vehicle access to and from and through the City: Highway 28 to Clark Street to Fourth Street to Highway V, then south on Highway V to private road (Raasch's Hill Road), then left onto private road (Raasch's Hill Road); or Highway 67 to Highway 33 to Highway V.

Corporation, and its agents shall only use, and shall notify its authorized transporters in writing to only use, the above noted County primary roadways for their vehicle access to and from the Solid Waste Facility for their Disposal Operations, Storage Operations, Treatment Operations and Long Term Care operations unless as provided in Subsections A, C, and D noted herein.

C. County Reconstruction of County Road

County, during the Initial Term and extending until twenty (20) years after Final Closure, shall have the right at any time to suspend vehicle traffic flow to and from the Solid Waste Facility and to temporarily close that portion of the primary roadway routes described above, either south or north of Raasch's Hill Road (but not both simultaneously), in order to reconstruct, repair, resurface and to maintain the portion of County Trunk V and shall have the right at anytime to suspend vehicle traffic

flow to and from the Solid Waste Facility and to temporarily close the above noted road at anytime for Emergency purposes.

D. Temporary Access Roadway

County, during the Initial Term and extending until twenty (20) years after Final Closure, shall, if any portion of the designated primary roadways have been closed for reconstruction, repair, resurfacing or maintenance purposes by the County or closed by the County for Emergency purposes and if a written application has then been submitted to the County by the Corporation requesting that a Temporary Access County roadway to the Solid Waste Facility in the Town of Hubbard and the Town be constructed and maintained by the County, then the County shall make all reasonable efforts to construct and maintain for Corporation, its agents, and its authorized transporters, when reasonable vehicle safety and reasonable personal safety can be assured and where road conditions will allow, an appropriate Temporary Access County roadway in the Town of Hubbard and the Town. This roadway would be constructed and maintained by the County for vehicle use by Corporation, its agents, and its authorized transporters. This Temporary Access County roadway shall be constructed and maintained by the County in an attempt to allow vehicle access to and from the Solid Waste Facility by Corporation, its agents, and its authorized transporters.

2. Vehicle Requirements

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, 1) in transporting in the County Solid Waste or Hazardous Waste to or from the Solid Waste Facility, 2) in disposing Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, 3) in allowing its agents or authorized agents to dispose Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, shall use transport vehicles and shall require use by its agents of transport vehicles that are designed, constructed, loaded and maintained in such a manner and that are equipped with proper covers in such a manner as to prevent or to substantially eliminate any portion of any Solid Waste or Hazardous Waste in those transport vehicles from discharging, leaking, spilling, falling or blowing out of these transport vehicles onto any public or private lands in the County, excluding the Active Fill Area at the Solid Waste Facility.

Corporation shall not accept for disposal at the Solid Waste Facility any Solid Waste or Hazardous Waste that does not arrive at the Solid Waste Facility in transport vehicles that are designed, constructed, loaded and maintained in such a manner and that are equipped with proper covers in such a manner as to prevent or to substantially eliminate any portion of any Solid Waste or Hazardous Waste in these transport vehicles from

discharge, leaking, spilling, falling or blowing out of these transport vehicles onto any public or private lands in the County, excluding the Active Fill Area at the Solid Waste Facility.

3. Litter and Discharge Beyond the Solid Waste Facility

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

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge to the Town Clerk of the Town in writing within forty-eight (48) hours of the Corporation receiving information related to any extraordinary Solid Waste or Hazardous Waste Discharge in the County if the extraordinary Solid Waste or Hazardous Waste Discharge occurred when Corporation, its agents, or authorized transporters were transporting authorized or unauthorized Solid Waste or Hazardous Waste to and from the Solid Waste Facility and if the extraordinary Solid Waste or Hazardous Waste Discharge occurrence was caused by corporation or by its agents or authorized transporters. This provision does not apply to any Solid Waste or Hazardous Waste disposed by Corporation or by its agents or by any other persons in the Active Fill Area at the Solid Waste Facility.

Corporation, upon oral or written knowledge of any extraordinary Solid Waste Discharge by Corporation or by its agents onto any public or private lands in the County, other than any Solid Waste disposed in the Active Fill Area at the Solid

Waste Facility, shall take, as soon as possible, all reasonable and lawful efforts to contain and then to remove the extraordinary Solid Waste Discharge from these lands or to contain and then to remove the extraordinary Solid Waste Discharge from these lands.

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

Corporation shall, in its written notice to the Town Clerk of the Town, describe the location of the Solid Waste or Hazardous Waste Discharge, the date of the occurrence, if known, the type and amount of the Solid Waste or Hazardous Waste Discharge, if known, and the suspected cause of the Discharge, if known.

B. Discharge Removal on Primary Roadways

Corporation, during the Initial Term, shall police and remove any Solid or Hazardous Waste Discharge, including litter, from the designated primary roadways or from right-of-ways next to the designated primary roadways at all roadway locations within one (1) mile of the entrance to the Solid Waste Facility.

This Solid Waste or Hazardous Waste Discharge removal provision shall only apply on those days that Solid Waste is being transported to or from the Solid Waste Facility by Corporation, its agents or authorized transporters and then this provision shall only apply on the designated primary roadways that have been authorized as the vehicle access routes of travel for Corporation or for its agents or authorized transporters by this Contract or by any later mutual written agreement between the Town, County, the City and the Corporation.

C. Litter Program

In addition to the Discharge removal obligations described in Section 3.B., above, Corporation shall take the following additional steps for the abatement of litter:

1. During April and May of each year, Corporation will conduct a litter pick-up program along County Trunk Highway V from the southern limits of the City to State Highway 33. The program shall include the entire right-of-way, including the road, shoulders, culverts/ditches, and adjacent fencing, if any; and
2. At least 4 times a year Corporation shall conduct a litter pick-up program along County Truck Highway V from the southern limits of the City to State Highway 33. The program shall include the entire right-of-way including the road, shoulders, culverts/ditches, and adjacent fencing, if any; and

3. The Spring and quarterly abatement programs described above do not relieve Corporation of the responsibility to immediately pick up any litter caused by Corporation, or any authorized contract haulers for Corporation. Corporation shall have a continuing obligation to promptly remove any debris, waste spillage, mud tracked on roads, or litter.

The Town shall provide written notice to Corporation if it determines that an unreasonable amount of litter is escaping the landfill property. Corporation will have 36 hours from the Town's notice to remove the litter. If Corporation fails to remove the litter within 36 hours, the Town is authorized to contract for the removal of the litter. Corporation shall reimburse the Town for the reasonable costs of the litter removal, if any. Notwithstanding the preceding, the Town is authorized to take reasonable action to remove any debris, waste spillage, mud tracked on roads, or litter in the event of Emergency and if the Corporation's authorized representatives are unavailable to respond to the Emergency conditions.

4. Transporters of Solid Waste

- A. List of Transporters

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

dispose any type of Solid Waste in the Active Fill Area at the Solid Waste Facility.

Corporation shall each January during the life of the Active Fill Area, file this list with the Town Clerk of the Town. Upon reasonable written request by a designated representative of the Town, Corporation shall supply to the Town the type of Solid Waste disposal and the amount of the Solid Waste Facility during the immediately preceding calendar year by a particular agent, or authorized transporter.

This provision, requiring names, addresses and telephone numbers of agents and authorized transporters, shall not apply to the City, to the Town or to the residents of the City, the Town of Hubbard or the Town when they are authorized by this Contract to store Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility or at operations related thereto.

B. Persons Authorized

Corporation, its agents and its authorized transporters, and the employees and agents of these agents and authorized transporters during the Initial Term, shall be the only persons authorized by Corporation to transport Solid Waste to and from the Solid Waste Facility, except as noted above. The above noted persons shall, in addition, be the only persons authorized by Corporation during the Initial Term to dispose Solid Waste in the Active Fill Area. No person, including Corporation, shall, during the Initial Term, dispose Solid Waste at any other

location at the Solid Waste Facility except in the Active Fill Area unless an Expansion of the Solid Waste Facility has been approved in writing by the Department of Natural Resources and Corporation has complied with all applicable Solid Waste laws related to the Expansion of the Solid Waste Facility.

Corporation shall not store or treat Solid Waste or authorize any of its agents, or any other persons to store or treat Solid Waste in the Active Fill Area, except as noted below, or at any other location in the Solid Waste Facility, unless an Expansion of the Solid Waste Facility has been approved by the Department of Natural Resources and then only if the Corporation has complied or will comply with any existing federal, state and municipal Solid Waste disposal facility laws, regulations and ordinances applicable at the time of the approved Expansion.

This restriction authorizing only the transportation to and from the Solid Waste Facility and the disposal of Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility to certain persons noted above shall not apply to the City, to the Town and to the residents of the City, the Town of Hubbard and the Town, and other towns in Dodge County who may be authorized by Corporation to store or may have been authorized by Corporation to store Solid Waste collected from only Solid Waste sources in the City and in the Towns at a transfer station or at "green box" storage containers located at the Solid Waste Facility or located at operations related thereto nor to the

storage by the Corporation of inert demolition waste as authorized by the Department of Natural Resources.

Corporation acknowledges that the County and the Town have been granted certain access and disposal privileges during the preceding Contract. Corporation does hereby agree that the following-described privileges shall continue during the term of this Contract:

1. Corporation shall permit the Town, at no cost to the Town, to dispose of its municipal and residential non-hazardous Solid Waste delivered to the Solid Waste Facility by a Town resident, or an agent of a Town resident. Commercial entities located in the Town shall be limited to 8 cubic yards per week of non-Hazardous Waste generated from their respective businesses located in the Town; provided, however, the 8 cubic yard limit shall not apply in the event of a natural disaster, fire, or similar casualty beyond the reasonable control of the relevant business. Corporation shall provide disposal bins for receipt of Town waste at no cost to the Town or its residents and commercial operations located in the Town. The Corporation shall provide the free disposal benefits to the Town for a period of 11.4 years after the effective date of this Contract whether or not the Corporation operates the Solid Waste Facility.

2. The Corporation shall continue to provide free disposal privileges to the Dodge County Highway Department for Dodge County highway projects. The disposal privileges shall not apply to building demolition materials.
3. The Corporation shall provide free drop-off recycling facilities to the residents of the Town during the Initial Term of this Contract.

C. Acceptance of Waste From Public Entities

Corporation hereby agrees to accept Solid Waste from counties, cities, villages, and towns, whether delivered by private or public haulers, subject to the following conditions:

1. Compliance with the Corporation's credit and landfill access policies;
2. Compliance with all relevant state and federal regulations; and
3. Storage availability at the Solid Waste Facility.

ARTICLE III

OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. Reports to the Town, County and City

A. Notice of Reports from Corporation

Town, during the Initial Term and extending until twenty (20) years after Final Closure, shall receive from Corporation written copies, within seven (7) days of distribution by Corporation of all written reports and written correspondence provided by Corporation to the Department of Natural Resources or

to any other state or to any federal agency or to any state or federal court where those reports and correspondence are associated with the Solid Waste Facility (other than income tax returns or other confidential financial reports), including, but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the Town and shall be submitted to the Town Clerk of the Town.

B. Notice of Reports from Government Agencies

Town, during the Initial Term and extending until twenty (20) years after Final Closure, shall receive from Corporation written copies, within seven (7) days of receipt by Corporation, of all written reports and written correspondence received by Corporation from the Department of Natural Resources or from any other state or federal agency or from any state or federal court when these reports and correspondence are associated with the Disposal Operations of the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the Town and shall be submitted to the Town Clerk of the Town. The Town Clerk shall provide copies of the above reports and correspondence to the members of the Standing Committee.

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

Town, during the Initial Term and extending until twenty (20) years after Final Closure, shall receive from Corporation written copies, within five (5) days of receipt by Corporation, of all written letters, written reports and any other written correspondence received by Corporation from public officials of the County, public officials of the City, public officials of the Town of Hubbard or from any residents of the County where the above noted letters, reports or correspondence are associated in any way with the Disposal Operations of the Solid Waste Facility. These letters, reports or correspondence may include, but are not limited to, complaint letters, court documents, technical reports, financial reports, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the Town and shall be sent to the Town Clerk of the Town. If the written letters, written reports, or other written correspondence received by the Corporation pertain to complaints about the operation of the Solid Waste Facility or alleged violations of the Corporation's license for the Solid Waste Facility, the Corporation's transmittal to the Town shall contain a description of the background facts and the proposed solution or response.

Corporation shall provide written notice to the Town of any oral complaints concerning the operation of the Solid Waste Facility. The notice shall be provided to the Town within five

(5) days of the initial complaint. The transmittal to the Town shall contain a description of the background facts and the proposed solution or response.

D. Corporation Responsibility to the Town, County and City

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall be fully responsible to the Town, County and City to take reasonable steps to insure that Corporation, its agents and their respective employees and their respective agents in their transporting in the County Solid Waste and Hazardous Waste to and from the Solid Waste Facility and in their conducting any other Disposal Operations, Storage Operation, Treatment Operations or Long Term Care operations related to or at the Solid Waste Facility that they shall fully comply with the applicable provisions of this Contract.

Corporation shall not allow access by its agents, by its authorized transporters, or by any other persons to the Solid Waste Facility for purposes of their disposing, storing or treating of Solid Waste or Hazardous Waste in the Active Fill Area or for any other purposes associated with any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations related to or at the Solid Waste Facility if Corporation has knowledge that the above noted agents, authorized transporters, or other persons are not complying or have not complied with the applicable provisions of this Contract. This subsection applies specifically to the following applicable sections:

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

Article II, Section 2 - Vehicles Covered

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

Article II, Section 4 - Authorized Transporters of Solid Waste

Article III, Section 2 - Hours and Days of Operation

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

Article III, Section 20 - Restrictions on Hazardous Waste Disposal

E. Notice of Contract

Corporation, during the Initial Term, shall notify, in writing, its agents and authorized transporters, who are or will be authorized by Corporation to transport Solid Waste to and from the Solid Waste Facility and who are or will be authorized by Corporation to dispose Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility of the provisions of this Contract which apply to them. Such written notice shall be provided to these agents prior to their commencing transportation to the Solid Waste Facility or prior to their disposing Solid Waste in the Active Fill Area or at any other location at the Solid Waste Facility.

2. Hours and Days of Operations

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not conduct any construction, Disposal Operations (which includes, without limitation, equipment warm up and daily cover activity), Storage

Operations, recycling operations conducted outside of a closed building, Treatment Operations or Long Term Care operations at the Solid Waste Facility nor shall it allow any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations by its agents, by its authorized transporters, or by any other persons at the Solid Waste Facility before 6:00 A.M., Monday through Saturday. Corporation shall terminate all Disposal Operations, Storage Operations, Treatment Operations and Long Term Care operations and it shall not allow any construction, Disposal Operations (which includes, without limitation, equipment warm up and daily cover activity), Storage Operations, recycling operations conducted outside of a closed building, Treatment Operations or Long Term Care operations by its agents, by its authorized transporters, or by any other persons at the Solid Waste Facility after 5:30 P M., Monday through Friday, and after 12:00 P.M. on Saturday; provided, however, Disposal Operations may continue until 6:00 p.m. on Monday through Saturday following a holiday or inclement weather. The Corporation may extend the hours of Disposal Operations for construction purposes if approved by the Standing Committee. Corporation shall not conduct any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations nor, shall it allow any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations by its agents, by its authorized transporters, or by any other persons at the Solid Waste Facility on Sundays or on the following holidays,

namely: Christmas Day, Easter, Thanksgiving, Labor Day, New Year's Day, Memorial Day and July 4th.

Notwithstanding any provisions to the contrary herein, Corporation and its agents, if any Emergency should occur at the Solid Waste Facility or at any operations related thereto shall be allowed to enter the Solid Waste Facility at any time and shall be allowed to then take the appropriate and necessary actions at the Solid Waste Facility to protect the public health, welfare and safety of persons in the County, to protect public or private property other than the Solid Waste Facility and shall be allowed to take appropriate and necessary actions to protect the natural resources in the County.

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

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

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall take the appropriate and necessary actions to control the blowing of dust and debris from the Active Fill Area at the Solid Waste Facility and shall take the appropriate and necessary actions to control the discharging of other Solid Waste or any Hazardous Waste, materials from the Solid Waste Facility onto any lands outside the Solid Waste Facility. Corporation shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any construction, Disposal Operations (which includes,

without limitation, equipment warm up and daily cover activity), Storage Operations, recycling operations conducted outside of a closed building, Treatment Operations and Long Term Care operations at the Solid Waste Facility in such a manner that odors, litter, dust, dirt, debris or other materials or any substance will not be carried by wind across the boundary of the Solid Waste Facility onto any land; outside the Solid Waste Facility. Corporation shall apply all the appropriate and necessary cover materials on the Solid Waste disposed in the Active Fill Area at the Solid Waste Facility to prevent the blowing of dust and debris within the Solid Waste Facility and without the Solid Waste Facility. Corporation shall use a sufficient number of portable screens within the landfill necessary to substantially eliminate the amount of litter escaping from the landfill property. Corporation shall use a water tanker on the relevant internal roads of the Solid Waste Facility in order to minimize the extent of dust caused by vehicular movement.

The Town shall provide written notice to the Corporation if it determines that an unreasonable amount of dust is escaping the Solid Waste Facility. Corporation will have 36 hours from the date of the Town's notice to control the conditions causing the dust. If the Corporation fails to control the dust within 36 hours, the Town is authorized to contract for dust abatement. The Corporation shall reimburse the Town for the reasonable costs of the dust abatement.

4. Rodent and Insect Control at the Solid Waste Facility

A. Prevention of Rodents and Insects

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal Operations, Storage Operations, Treatment Operations and Long Term Care operations at the Solid Waste Facility in such a manner as to prevent or substantially eliminate rodent and insect harborage at the Solid Waste Facility.

B. Control on Rodents and Insects

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall take the appropriate and necessary actions to control any rodents and any insects at the Solid Waste Facility. Corporation shall exterminate, when appropriate and necessary, for public health reasons, any rodents and any insects at the Solid Waste Facility. Corporation shall apply at the Solid Waste Facility the pesticides or the rodenticides at the appropriate levels to prevent any damage to or injury to public property or private property in the County, to prevent damage or injury to any persons in the County or to prevent damage to the natural resources in the County.

5. Fire, Disaster and Hazard Control

A. Creation of Fire Hazards

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall dispose Solid Waste

in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations and any Long Term Care operations at the Solid Waste Facility in such a manner to prevent unintended fires and unintended explosions from occurring at the Solid Waste Facility or to prevent or substantially eliminate any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

Corporation acknowledges that the Kekoskee Fire Department is the primary fire responding unit for fires that may occur at the Solid Waste Facility. The Town is a member of the Kekoskee Fire Department. Corporation shall reimburse the Kekoskee Fire Department for the following items:

1. The cost of foam or other chemicals actually used in response to a fire at the Solid Waste Facility;
2. The hourly wages actually paid to the firemen of the Kekoskee Fire Department for services relating to a fire response at the Solid Waste Facility. The wage rate shall not exceed the applicable Horicon Fire Department wage rate at the time of the relevant fire call. Notwithstanding the foregoing, there is no obligation to reimburse the Kekoskee Fire Department for the first 5 hours per firefighter at any single Solid Waste Facility fire event;

3. Any hazardous material charges (HAZMAT) actually incurred by the Kekoskee Fire Department or the Town; and
4. The use of fire equipment actually used during a fire call at a rate not to exceed the Horicon Fire Department equipment charge applicable at the time of the relevant fire call.

Corporation acknowledges that the offices for the Solid Waste Facility are not located in the Kekoskee Fire Department response territory. If a fire department other than the Kekoskee Fire Department responds to a fire at the Solid Waste Facility the Corporation shall reimburse the Kekoskee Fire Department for any charges billed to the Kekoskee Fire Department by the responding fire department.

B. Public or Private Nuisance

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations and any Long Term Care operations at the Solid Waste Facility in such a manner as to prevent any public nuisance or private nuisance in the County from occurring as a result of the above noted operations at the Solid Waste Facility, including public or private nuisance, associated with polluted groundwater, polluted air and polluted surface water.

In consideration of the damages and inconvenience caused by excessive litter and dust, and in recognition of the difficulty of accurately ascertaining the exact amount of damages that the Town would sustain if the Corporation failed to monitor litter and dust, Corporation shall pay to the Town, as liquidated damages, not a penalty, the sum of \$1,000 per day for non-compliance of the following litter and dust abatement procedures:

1. Windblown litter that escapes from the site working face and is deposited on property now owned by the Corporation will be cleaned up by Corporation personnel or a Contractor hired by Corporation within 48 hours of notification by the Town; provided, however, that the 48 hour deadline will be extended if weather or other events beyond the control of Corporation prevent or interfere with the clean up. Litter as a result of the trucking activities of Corporation will be picked up within 24 hours of notification; provided, however, that the 24 hour deadline will be extended if weather or other events beyond the control of Corporation prevent or interfere with the clean up; and
2. Excessive dust emitting from the site will be abated within 3 hours of notification by the Town; provided, however, that the 3 hour deadline will be extended if weather or other events beyond the control of Corporation prevent or interfere with the clean up.

A person or entity that files a civil action against Corporation in order to abate a nuisance caused by the operation of the Solid Waste Facility will be entitled to its reasonable attorneys' fees and costs of prosecution should the person or entity substantially prevail in the cause of action.

C. Hazardous Waste Nuisance

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not, at anytime, dispose, store or treat Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility nor shall it allow disposal, storage or treatment of Hazardous Waste by its agents, by its authorized transporters, or by any other person in the Active Fill Area or at any other location at the Solid Waste Facility that in any way would create a public health hazard or that in any way would create a safety hazard for persons in the County, or that would, in anyway, create a public nuisance or create a private nuisance in the County. Corporation, whenever appropriate and necessary, shall separate, remove, contain, cover or isolate any particular Solid Waste or any particular Hazardous Waste that has been disposed, stored or treated in the Active Fill Area or at any other location at the Solid Waste Facility in such a manner to prevent a public or private nuisance in the County, to prevent any unintentional liberations of hazardous or poisonous gas from the Solid Waste Facility to any other location in the County, to prevent any unintentional liberation of Hazardous Waste from the Solid Waste Facility to any other

location in the County or to prevent any damage to the natural resources in the County.

D. Security Personnel

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall have the responsibility and duty to the Town to employ or retain at the Solid Waste Facility the appropriate and necessary employee or agency personnel to provide and maintain proper security in the Active Fill Area or at any other location at the Solid Waste Facility for the purpose of preventing or substantially reducing any physical access by unauthorized persons in the Solid Waste Facility.

6. Court Action by the Town, County or City

The Town, County or City, during the Initial Term and extending until twenty (20) years after Final Closure, notwithstanding any provisions of this Contract, may commence and maintain individually or jointly legal actions against Corporation under the common law of public nuisance, private nuisance, trespass, negligence, strict liability agency or under any applicable state and federal statutory or common laws, for damages and costs suffered by the Town, County or City, related to or associated with any public nuisance, private nuisance or physical injury to any person or any property caused by or alleged to have been caused by Corporation arising in any way as a result of any anticipated or unanticipated occurrence in the County related to or associated with the Solid Waste Facility

which are caused by the Corporation or its agents, including, but not limited to, occurrences related to or associated with disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, occurrences related to or associated with the transportation of Solid Waste or Hazardous Waste to and from the Solid Waste Facility by the Corporation or by its agents and any occurrences related to or associated with any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Solid Waste Facility.

If the Town, County or City or any one of which prevails in any such action, as noted above, against Corporation, Corporation shall be liable to the relevant party(ies) for any and all costs and damages suffered by the party(ies). In addition, should the Town, County, or City prevail in such legal-action, it shall be awarded, by the court, their individual reasonable attorney's fees, their individual reasonable expert's fees and any other reasonable individual legal costs, and the Town, County or the City shall be entitled to seek and receive abatement of any public nuisance or private nuisance that may be related to or associated with the Solid Waste Facility which are caused by the Corporation or its agents.

7. Administrative Action by the Town, County or City The Town, County or City, during the Initial Term and extending until twenty (20) years after Final Closure, notwithstanding any provisions of this Contract, may petition the

Department of Natural Resources under sec. 289.92, Wis. Stats., or sec. 289.97, Wis. Stats., or their successor provisions, to initiate action by the Department of Natural Resources against Corporation for a violation or alleged violation by Corporation of any rule promulgated or special order, plan approval, license or any term or other condition of a license established by or issued by the Department of Natural Resources where these violations or alleged violations are related to or associated with the Solid Waste Facility.

If subsequent to any such petition, the Department of Natural Resources then acts based on the Town, County or City petition, and: 1) it issues an order under sec. 289.93, Wis. Stats., or sec. 289.97, Wis. Stats., or their successor provisions, or 2) it initiates an action under sec. 289.95, Wis. Stats., or their successor provisions, and such order or action are not subsequently vacated, dismissed or reversed; then Corporation shall fully reimburse the Town, County or City for their individual reasonable attorneys' fees, their individual reasonable experts' fees and their other individual reasonable legal costs that are associated with the petition by the Town, County or City to the Department of Natural Resources, including costs that are associated with any appropriate hearings by the Department of Natural Resources initiated as a result of the Town, County or City petition.

8. Temporary Emergency Closure of Solid Waste Facility

Corporation, during the Initial Term, shall notify in writing within forty-eight (48) hours the Town Clerk of the Town regarding any temporary closure, any Emergency closure and any Final Closure of the Solid Waste Facility, including any ordered temporary closure, any ordered Emergency closure or any ordered Final Closure of the Active Fill Area or the Solid Waste Facility where these orders were made by the Department of Natural Resources or its successor agency, by any other state or federal agency or by any state or federal court. Corporation shall provide in its written notice to the Town the specific reasons, if known, for the temporary closure, the Emergency closure or for the Final Closure of the Active Fill Area or of the Solid Waste Facility.

9. Access to the Solid Waste Facility

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall allow the Town, County or City by their respective designated officers, their respective designated employees or their respective designated agents the right to immediately obtain access to the Solid Waste Facility and the right to enter the Solid Waste Facility, including the Active Fill Area during any emergencies at the Solid Waste Facility or at operations related thereto. They, in addition, shall have the right to obtain access and to enter the Solid Waste Facility and the Active Fill Area during all other times upon twenty-four (24) hours oral or written notice from the

Town, County or City to Corporation. Physical access to the Solid Waste Facility by the Town, County or City shall be to allow the Town, County or City: 1) to inspect and monitor Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Solid Waste Facility; 2) to sample and test groundwater, leachate and air quality at the Solid Waste Facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved in advance by the Department of Natural Resources); 3) to sample and test Solid Waste characteristics of the Solid Waste or Hazardous Waste at the Solid Waste Facility; or 4) to take any appropriate and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety and welfare of the residents of the County and/or to take any appropriate and necessary action to protect the natural resources in the County.

At all such times the designated officers, employees or agents of the Town, County or City shall be accompanied by one or more employees or agents of the Corporation. In addition, the activity of the designated Town, County or City officers, employees or agents shall be conducted so as to not interfere with the normal business operations at the Solid Waste Facility.

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

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall have the responsibility and duty to the Town, County and City to properly and timely maintain, repair, reconstruct and to properly and timely provide Long Term Care of the Active Fill Area at the Solid Waste Facility, and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area or the Solid Waste Facility, if, at anytime, the failure by Corporation to properly and timely maintain, repair, reconstruct or to properly and timely provide Long Term Care of the Active Fill Area at the Solid Waste Facility and/or its failure to temporarily or permanently close the Active Fill Area or the Solid Waste Facility for Disposal Operations is likely to present a substantial danger of creating a public or private nuisance in the County, is likely to create a substantial danger to the public health, safety or welfare of any persons in the County or is likely to cause substantial damage to the natural resources in the County.

11. Hazardous Waste Disposal Notice to the Town

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, upon its receipt of any information that any Hazardous Waste has been transported to the Solid Waste Facility or that any Hazardous Waste has been stored, treated, disposed or handled, in anyway by Corporation, by its

agents, by its authorized transporters or by any other persons in the Active Fill Area or any other location at the Solid Waste Facility, shall then notice orally within twenty-four (24) hours of its receipt of the information the Town Clerk of the Town. Corporation then shall, in addition, notify the above noted in writing within forty-eight (48) hours of the receipt of this information. The notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste.

Corporation shall, upon receipt of such information, immediately commence any appropriate and necessary action to properly remove or to properly contain the Hazardous Waste at the Solid Waste Facility.

12. Hazards Notice to the Town

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall orally notice the Town Clerk of the Town within twenty-four (24) hours of the receipt of information by Corporation of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility, namely, fires, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases and hazardous gases or hazardous dust.

Corporation shall, in addition, report in writing within forty eight (48) hours of the receipt of the information by Corporation, regarding the above noted known or suspected hazards and known or suspected occurrences, to the Town Clerk of the Town

describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of the hazard or occurrence, any incidents of damages to persons or property that may have occurred as a result of the above noted known or suspected hazards or known or suspected occurrences and any actions taken or actions to be taken in the future by Corporation regarding the above noted known or suspected hazards or known or suspected occurrences.

13. Responsible Managers

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall provide to the Town Clerk of the Town the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by Corporation whose responsibilities to the Corporation and whose authority from the Corporation shall be to manage, control and administer the disposal of Solid Waste in the Active Fill Area at the Solid Waste Facility, and to manage, control and administration any Disposal Operations, Storage Operations, Treatment Operations and Long Term Care Operations at or related to the Solid Waste Facility. These names or titles, addresses and telephone numbers of the responsible managers shall be provided to the Town Clerk of the Town within twenty (20) days after the effective date of this Contract and shall be updated, whenever necessary, thereafter in writing to provide the most current names or titles, addresses and telephone numbers of the current responsible manager or responsible managers.

14. Erosion and Runoff

A. Erosion Restrictions

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, will control surface water runoff and erosion by compliance with surface water control provisions of the Plan of Operation for the Solid Waste Facility on file with the DNR.

B. Abatement of Erosion

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, upon written notice by the Town to Corporation describing to the Corporation the location of any surface water runoff or erosion discharged from the Solid Waste Facility onto any other lands located in the Town which violates the Plan of Operation on file with the DNR, shall, within three (3) days of the receipt of the written notice, take the appropriate and necessary actions to abate or remove the described runoff or erosion from these other lands.

15. Standing Open Water

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall take the appropriate and necessary actions to cover with fill material all holes or ponds within the Solid Waste Facility to the existing topography, except for the Active Fill Area at the Solid Waste Facility and except for the sedimentation basin at the Solid Waste Facility.

Corporation shall not cause nor shall it allow to exist standing water at the Solid Waste Facility except in the Active Fill Area at the Solid Waste Facility and in the sedimentation basin at the Solid Waste Facility.

16. Surface Water

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any Solid Waste or any Hazardous Waste at the Solid Waste Facility into an appropriately maintained leachate collection system. Corporation shall take the appropriate and necessary actions to direct all surface water not coming into contact with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. Corporation shall not discharge water nor shall it allow the discharge of water from any sedimentation basin at the Solid Waste Facility into any surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of the Department of Natural Resources.

17. Conservancy Area

Corporation, from the date of Final Closure and extending until twenty (20) years after Final Closure, shall develop and maintain a Nature Conservancy Area within the Solid Waste Facility including the adjacent wetlands, and other property identified in the Plan of Operation.

Corporation will develop and maintain the area identified as the limits of waste, as an upland prairie by planting on the final coverup prairie seed mixtures considered high in wildlife value and good on steep slopes with dry soils. These will consist primarily of warm season native prairie grasses.

Adjacent wetlands will be enhanced by implementing the Wetland Enhancement Plan identified in the Superior Glacier Ridge Landfill Feasibility Study, November 1995, Volume II of III appendix E-4.

Earthen berms constructed to act as screening berms shall be planted with native species of grasses, shrubs and trees to enhance the suitability as wildlife shelter. Berms will comply with the end use drawings shown in the Plan of Operation as approved by the Wisconsin Department of Natural Resources.

Nothing in this contract shall preclude Superior from utilizing the Nature Conservancy Area for wildlife habitat, recreation, education, agriculture or forestry.

Corporation, from the date of Final Closure and extending until twenty (20) years after Final Closure, shall develop and, if necessary, reconstruct the Active Fill Area to establish the Active Fill Area as a Nature Conservancy Area. Corporation shall also, during this time period, maintain, repair and provide Long Term Care of the Active Fill Area at the Solid Waste Facility to preserve the Active Fill Area as a Nature Conservancy Area. Corporation shall conduct uses, operations and activities and it shall allow only uses, operations or activities by its agents, by

its authorized transporters, and by other persons of the Active Fill Area at the Solid Waste Facility, during the above noted time period, that would be normally and properly associated with uses, operations and activities of a Nature Conservancy Area. In addition, Corporation shall have the responsibility and duty to the Town, County and City to insure that all uses, operations and activities conducted by Corporation or allowed by Corporation at the Solid Waste Facility that are beyond the Active Fill Area shall be consistent with maintaining and preserving the natural conditions in the Nature Conservancy Area. Finally, the uses, activities and operations at the Solid Waste Facility shall be consistent with maintaining the long term environmental stability and physical integrity of the Active Fill Area and shall be consistent with maintaining and preserving the Nature Conservancy Area.

18. Existing Tree Replacements

Corporation, during the Initial Term, and extending twenty (20) years after Final Closure, shall replant any trees over five (5) feet tall existing at the Solid Waste Facility at the date this Contract is executed, except (a) trees in the Active Fill Area, (b) trees within fifty (50) feet immediately adjacent to the Active Fill Area, and (c) trees that are removed by the Corporation pursuant to grading changes required by the Wisconsin Department of Natural Resources. The trees to be replanted shall be white spruce trees or hybrid poplars, with eight (8) foot spacings established between these trees with the minimum height

of the spruce trees at planting to be between eighteen (18) and twenty-four (24) inches. The planting of these trees shall occur, by Corporation during the first spring tree planting season after their loss or destruction. The same type of trees shall be replanted at the Solid Waste Facility by Corporation should these trees not survive for any reason.

19. Restrictions on Hazardous Waste Disposal

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not knowingly transport Hazardous Waste to the Solid Waste Facility nor it shall knowingly dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility without written approval of the Department of Natural Resources, of the Town, County and City. Corporation, in addition, shall not knowingly allow its agents, its authorized transporters, or any other persons to transport Hazardous Waste to the Solid Waste Facility nor shall it knowingly allow them to dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility without written approval of the Department of Natural Resources, of the Town, County and City. This provision shall in no way be construed or interpreted by any person or persons to be less stringent than any regulations of the Department of Natural Resources that relate to the disposal, storage or treatment of Hazardous Waste at any location, including in the Active Fill Area and at any other location at the Solid Waste Facility. This provision shall in no way be

construed or interpreted by any person or persons to mean that the Town, County or City authorize or approve in any way the disposal, storage or treatment of Hazardous Waste at the Solid Waste Facility or at any operations related thereto.

20. Operation Terms

A. Initial Term and Extension

The length of the Initial Term of this Contract shall be from the date of the last party to execute this document until Final Closure (as Final Closure is defined in the Definition Section in Article I) of the Solid Waste Facility, unless an extended time at Final Closure and beyond Final Closure is so noted in any of the specific sections or subsections of this Contract.

B. Disposal Operations, Storage Operations and Treatment Operations

Corporation, during the Initial Term, shall be allowed to construct, repair, maintain and to close the Solid Waste Facility and it shall be allowed to conduct Solid Waste Disposal Operations at the Solid Waste Facility.

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

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not conduct Storage Operations nor shall it allow any Storage Operations at the Solid

Waste Facility, except as noted below, unless with the written approval of the Department of Natural Resources, and compliance with all applicable ordinances of the County and of the City. Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall not conduct Treatment Operations nor shall it allow any Treatment Operations at the Solid Waste Facility, unless with the written approval of the Department of Natural Resources, and compliance with all applicable ordinances of the Town, County and City.

This above noted provision restricting storage and Storage Operations by Corporation at the Solid Waste Facility shall not apply to an Emergency or to Corporation when the City, the Town and the residents of the City, the Town of Hubbard and the Town and other towns in Dodge County have been authorized by Corporation to store or may have been authorized by Corporation to store Solid Waste collected from only Solid Waste sources in the City and in the Town at a transfer station or at any "green box" storage containers located at the Solid Waste Facility or located at operations related thereto, nor to the storage by the Corporation of inert demolition waste as authorized by the Department of Natural Resources.

C. Initial Operations, Closure Operations and Post Closure Operations

Corporation, during the Initial Term, shall be fully responsible to the Town, County and City to properly maintain, properly construct, properly repair and to properly close the Active Fill Area at the Solid Waste Facility and to properly

conduct the Disposal Operations and authorized Storage Operations at the Solid Waste Facility.

Corporation, after the date of Final Closure and extending until twenty (20) years after Final Closure, shall be responsible to the Town, County and City to provide the proper Long Term Care operations at the Active Fill Area and at other locations at the Solid Waste Facility.

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall be responsible to the Town, County and City to take any appropriate and necessary Removal Actions at the Active Fill Area or at any other location at the Solid Waste Facility and to take any appropriate and necessary Remedial Actions at the Active Fill Area or at any other location at the Solid Waste Facility.

Corporation, after the date of Final Closure, shall cease transportation of Solid Waste or Hazardous Waste to the Active Fill Area and shall prevent any further transportation of Solid Waste or Hazardous Waste to the Active Fill Area at the Solid Waste Facility, shall cease disposal of any Solid Waste or any Hazardous Waste and shall prevent any further disposal of Solid Waste or Hazardous Waste at the Active Fill Area; and shall not conduct any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area or at any other location at the Solid Waste Facility and shall not allow any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area or at any other location at the Solid Waste

Facility; unless an Expansion has been approved by the Department of Natural Resources, and if, in addition, the Corporation has complied with or will comply with any existing federal, state and municipal Solid Waste Facility laws, regulations and ordinances applicable at the time of the approved Expansion.

Corporation, during the Initial Term, and extending until twenty (20) years after Final Closure, may conduct Solid Waste Disposal Operations, Solid Waste Storage Operations or Solid Waste Treatment Operations at any locations, excluding at the Active Fill Area, at the Solid Waste Facility and may allow further Solid Waste Disposal Operations, Solid Waste Storage Operations or Solid Waste Treatment Operations at any locations, excluding at the Active Fill Area, at the Solid Waste Facility, if these Disposal Operations, Storage Operations or Treatment Operations at the Solid Waste Facility are an Expansion of the Solid Waste Facility and this Expansion has been approved by the Department of Natural Resources and the Standing Committee and if, in addition, the Corporation has complied with or will comply with any existing federal, state and municipal Solid Waste disposal facility laws, regulations and ordinances applicable at the time of the approved Expansion.

If Corporation, or its authorized successors or assigns, proposes a further expansion of the Solid Waste Facility in the Town, it shall submit the Initial Site Report, if required, or its equivalent or replacement, to the Town by certified mail with a copy to the members of the Standing Committee, with a separate

written notice stating that it desires an Expansion and that the Standing Committee has 90 days to either renew this Contract for the Expansion or reject this Contract for the Expansion. Failure to respond shall be deemed a rejection of the proposed Expansion. If not renewed, this Contract shall expire at the Final Closure at the Active Fill Area. If the Standing Committee chooses to renew this Contract and to continue its applicability to the Expansion proposed in the Initial Site Report, if required, or its equivalent or replacement, the Standing Committee shall adopt a resolution within the 90 day deadline set forth above and shall notify Corporation by certified mail or personal delivery of such action.

The parties agree that if this Contract is renewed by the Town, all terms and conditions contained in this Contract shall be binding and shall apply to the proposed Expansion. If this Contract is not renewed, the parties shall proceed under the negotiation provisions of sec. 289.33(9), Stats., or its successor statute. The deadline for the Standing Committee to decide whether or not to renew this Contract may be extended with the consent of the Corporation.

D. Local Approvals

Corporation, its agents and its authorized transporters, for the Initial Term and extending until twenty (20) years after Final Closure, shall be subject to all preexisting Local Approvals that are applicable to Corporation, its agents and its authorized transporters and where these preexisting Local

Approvals have not been waived or have been released by the Town, County or City. During that time period, the Active Fill Area, the Solid Waste Facility, the uses and the activities of the Active Fill Area and of the Solid Waste Facility, the operations at the Active Fill Area and at the Solid Waste Facility and any uses, activities and operations at operations related thereto and at other locations in the County shall be subject to all the preexisting Local Approvals of the Town, County and City that are applicable to the Corporation and that have not waived or been released by the Town, County or City.

No preexisting Local Approvals of the Town, County or City have been made inapplicable by this Contract for Corporation, for its agents, for its authorized transporters or for any other persons, nor have these preexisting Local Approvals been made inapplicable to the Active Fill Area, the Solid Waste Facility, to the uses and activities of the Solid Waste Facility or to any operations at the Solid Waste Facility or to any uses, activities and operations at operations related thereto or at any other location in the County.

On the date of Final Closure and extending until twenty (20) years after Final Closure, Corporation, the Active Fill Area, the Solid Waste Facility, the uses and activities of the Active Fill Area and of the Solid Waste Facility, the operations at the Active Fill Area or at Solid Waste Facility and any uses, activities or operations at locations related thereto or at other locations in the County are subject to any preexisting Local

Approvals of the Town, County or City existing at or during that time that are applicable to Corporation, to its agents, to its authorized transporters, to the Active Fill Area, to the Solid Waste Facility, to any uses or activities of the Active Fill Area or of the Solid Waste Facility and are applicable to any operations at the Solid Waste Facility and are applicable to any uses, activities and operations at operations related thereto or at any other location in the County, unless the preexisting Local Approvals then existing are then waived or then released by the Town, County or City or the Local Approvals are inconsistent with then existing particular sections, subsections or provisions of this Contract. If and when such inconsistencies exist, the particular section, subsection or provision of the preexisting Local Approvals existing at this time that is inconsistent with any particular section, subsection or provision of this Contract will not, as a local approval, be enforced or made applicable to Corporation, to its agents, to its authorized transporters, to the Active Fill Area, to the Solid Waste Facility, to the uses and activities of the Active Fill Area or the Solid Waste Facility or to the operations at the Active Fill Area or the Solid Waste Facility or to uses, activities or operations at locations related thereto or at any other location in the County, until the termination date of the specifically extended section, subsection or provision of this Contract. At that time, the preexisting Local Approvals then existing at that time will become fully enforceable and made applicable to Corporation, to

its agents, to its authorized transporters, to the Active Fill Area, to the Solid Waste Facility, to the uses and activities of the Active Fill Area and the Solid Waste Facility and to the operations at the Active Fill Area or at the Solid Waste Facility and to uses, activities and operations at the operations related thereto or at any other location in the County.

ARTICLE IV

FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1. Indemnification to the Town, County, and City

Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall indemnify hold harmless, support and defend the Town, County and City, their respective officers, their respective employees, their respective agents and the Local Committee members appointed under sec. 289.33(9), Stats., from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorneys' fees, Removal Action costs and remedial action costs), interest and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit, action or right or action (in law or equity) as a result of any injury (including death) or damage to any person or property, against the Town, County, and City, their respective officers, their respective employees, their respective agents or the Local Committee members appointed under sec. 289.33(9), Wis. Stats., brought by any person where such injury or damage arises in any way as a result of any

anticipated or unanticipated occurrences that result from the actions or negligence of Corporation or its agents in connection with the Active Fill Area, with the Solid Waste Facility and occurrences which result from the actions or negligence of Corporation or its agents in connection with the disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility or at operations related thereto and occurrences which result from the actions or negligence of Corporation or its agents in connection with any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Solid Waste Facility or at any operations related thereto.

Except as provided below, the above noted provision shall include full reimbursement to the Town, County, and City, to their respective officers, to their respective employees, to their respective agents and to the Local Committee by Corporation of the legal fees and the legal costs of any legal defense by the Town, County, and City, by their respective officers, by their respective employees, by their respective agents and by the Local Committee members appointed under sec. 289.33(9), Wis. Stats. Additionally, except as provided below, the Town, the County, and the City, and the above noted persons shall have the right to select. for legal defense their own attorneys with full reimbursement for any legal fees and costs to be made to it or them by Corporation.

Notwithstanding the language above, the Corporation need not indemnify the Town, County, and City, their respective officers, their respective employees, their respective agents or the Local Committee members appointed under sec. 289.33(9), Wis. Stats., where it is found by a court of competent jurisdiction that the injury or damage was the result of the acts or negligence of the Town, the County, or the City, their respective officers, their respective employees, their respective agents or the Local Committee members appointed under sec. 289.33(9), Wis. Stats., or any combination thereof. All claims for indemnification by the Town, the County or the City, under this Section shall be asserted and resolved as follows:

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

of Corporation to such party hereunder with respect to such claim or demand is disputed and (b) whether or not Corporation desires at its sole cost and expense, to defend the Indemnatee against such claim or demand.

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

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

(iv) Disputes regarding the liability of Corporation to Indemnatee under this Section shall be resolved by arbitration in the manner provided in Section IV 5.C. While awaiting resolution

of such disputes, costs incurred from any action taken by a party to protect its interest or any loss suffered due to inaction may be the subject of a claim brought before the arbitration panel handling the dispute as to liability.

2. Bonds

A. Financial Assurance for the Town, the County and the City

Corporation, within twenty (20) days after the effective date of this Contract shall provide to the Town, the County and the City, and then Corporation shall maintain until twenty (20) years after Final Closure the Corporation's choice of performance bonds, letters of credit, cash bonds, or comparable financial instruments (collectively "bonds") to the Town, County and City to secure the terms and conditions of this Contract, in the following amounts:

Town: \$50,000.00 increased to \$75,000 on the third anniversary of this Contract. Increased to \$100,000 on the sixth anniversary of this Contract, and continue at \$100,000 until 20 years after Final Closure.

County: \$10,000.00 increased to \$15,000 on the third anniversary of this Contract. Increased to \$20,000 on the sixth anniversary of this Contract, and continue at \$20,000 until 20 years after Final Closure.

City: \$10,000.00 increased to \$15,000 on the third anniversary of this Contract. Increased to \$20,000 on the sixth anniversary of this Contract, and continue at \$20,000 until 20 years after Final Closure.

If the Corporation elects to provide cash bonds, the bonds are to be deposited with a third party escrow agent mutually acceptable to the Corporation, the Town, the County and the City as financial security to the Town, County and the City to insure or partially insure that Corporation will comply with the conditions noted herein.

The bonds may not be assigned, modified or released by Corporation until twenty (20) years after Final Closure, unless with written approval by the Town, the County and the City. Notwithstanding the above, the parties acknowledge and agree that the Corporation may renew performance bonds or letters of credit annually. The bonds are provided to and maintained for the Town, the County and the City to establish for or to atleast partially establish for the Town, the County and the City with specific financial security that:

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

2. Corporation, during the time period required for maintenance of the bonds, shall faithfully and properly construct, repair, maintain, close and provide Long Term Care in the Active Fill Area or at any other location at the Solid Waste Facility and that Corporation will properly conduct Disposal Operations, Storage Operations, Treatment Operations and Long Term Care operations at the Solid Waste Facility in accordance with the federal and state laws and in accordance with the federal and state regulations, orders, permits and licenses.
3. Corporation, during the time period required for maintenance of the bonds, shall save harmless, indemnify and defend the Town, the County, the City, their officers, their employees, their agents and the Local Committee and its members as appointed under sec. 289.33(9), Wis. Stats.: (1) from any costs, expenses and damages incurred by the Town, the County, or the City and by the above-noted persons through the failure of Corporation to faithfully and properly construct, operate, repair, maintain, close the Solid Waste Facility and to faithfully and properly provide Long Term Care in the Active Fill Area or at any other location at the Solid Waste Facility and to properly conduct the Disposal Operations, Storage Operation, Treatment Operations and Long Term Care operations at

the Solid Waste Facility as required by this Contract. These costs, expenses and damages related to the Solid Waste Facility incurred by the Town, the County, or the City or by the above-noted persons may have been incurred by actions taken by the Town, the County, or the City or by the above-noted persons to correct improper conditions in the Active Fill Area or at any other location at the Solid Waste Facility arising from acts or omissions of the Corporation. These costs, expenses and damages incurred by the Town, the County or the City may specifically include, but are not limited to, municipal delinquent property tax costs, municipal special assessment costs, any remedial action costs and expenses or any removal costs and expenses incurred. In addition, these costs, expenses and damages may include other costs or expenses incurred by action taken by the Town, the County or the City to correct any violation of the terms of this Contract by the Corporation. Finally, these costs, expenses and damages may include any labor costs and any equipment costs incurred by the Town, the County or the City, whenever the Town, the County or the City or all determine that it is appropriate and necessary for any one or all of them to correct any improper condition in the Active Fill Area or at any other location at the Solid Waste Facility where the improper conditions are

a result of the Corporation being in violation of any term or condition of this Contract or (2) from any costs, expenses and damages incurred by the Town, the County, the City or by the above-noted persons related to the Solid Waste Facility as a result of any violation by Corporation of: (a) federal or state laws, (b) federal or state regulations, (c) federal or state permits, (d) this Contract; (3) from any costs, expenses and damages incurred by the Town, the County, the City or by the above-noted persons related to the Solid Waste Facility and as a result of the negligent acts, wanton or willful acts or intentional tortious acts of Corporation or its agents and wherein Corporation will, pursuant to Article IV, Section 1, save harmless, indemnify and defend the Town, the County, the City, their officers, their employees, their agents and the Local Committee and its members appointed under Section 289.33(9), Wis. Stats., from any claim against the above noted persons for costs, expenses and damages incurred by a third party due to the negligent acts, wanton or willful acts or intentional acts of Corporation or its agents towards any third party where those acts are related to the Solid Waste Facility, including acts related in any way to the Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations in

the Active Fill Area or at any other location at the Solid Waste Facility, or that are related, in any way, to the disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility.

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

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

B. Enforcement of Bond Corporation shall maintain the approved cash bonds with the third party escrow agent for the term and for the amounts required. Failure by Corporation to provide and to maintain the cash bonds with the third party escrow agent and failure by Corporation to provide and maintain the cash bonds in the proper amount without the specific written approval of the Town, the County and the City shall provide either the Town, the County or the City the right to seek and obtain a court order to compel compliance with the provisions

hereof. Corporation shall provide copies of all cash bonds filed under this section to the Town.

If cash bonds are submitted by Corporation, the third party escrow agent may invest the cash bond amounts it has on deposit plus the interest received from those investments in (i) U.S. Treasury obligations, (ii) obligations of agencies of U.S. government, (iii) repurchase agreements utilizing the investments in (i) and (ii) and (iv) certificate of deposit of U.S. banks. All interest and dividends earned by the sums deposited shall be returned to and shall belong to Corporation, but the interest, the dividends and the total cash amount required for the bonds shall not be returned to the Corporation from the third party escrow agent until twenty (20) years after Final Closure, until written approval for release of the bond amounts is obtained by Corporation from the Town, the County and the City or unless a court order for release of the bond amounts from a court of competent jurisdiction is obtained by Corporation, whichever date is earlier. Without prejudice to any other rights, under this Contract or otherwise, the Town, the County or the City, upon written notice to the Corporation, shall have the right, but not the obligation, to draw upon their individual cash amounts of their individual bonds plus any interest or dividends earned on that bond in the manner set forth in subsection A to fully or partially compensate or to fully or partially reimburse the Town, the County or the City, their officers, their employees, their agents or the Local Committee or its members appointed under

Section 289.33(9), Wis. Stats., for any loss, damages, injury, costs, expenses or liability incurred by the Town, the County, by the City or by the above-noted related to the Solid Waste Facility and caused by reason of any failure on the part of Corporation or its agents to comply with any one of the four (4) conditions noted in subsection A.

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

3. County Road Reconstruction, Repair and Maintenance Costs

County, during the Initial Term, shall be responsible for maintenance of the portion of County Trunk V north of S.T.H. 33 to the City. The County shall be responsible to Corporation to maintain the above-noted portion of County Trunk V based on its normal maintenance schedule and based on its normal maintenance methods. Maintenance, for this subsection, does not include resurfacing or reconstruction of the described roadway.

Corporation shall reimburse the County for 60% of the costs incurred by the County to maintain, repair, resurface or replace the portion of County Truck V north of S.T.H. 33 to the City. The Corporation and the County stipulate that the 1996 per mile reimbursement rates are \$4,471.00 per mile/per year for general maintenance and repair, and an additional \$1,131.00 per mile/per year for winter maintenance. The County shall provide Corporation with documentation verifying increases in the per mile/per year costs of maintenance and repair for the years after 1996. The Corporation's reimbursement obligation for resurfacing or reconstruction shall be based on the costs actually incurred by the County in the relevant project.

Corporation's obligation to reimburse the County shall cease at the expiration of the Initial Term.

On or before January 30th of each year during the Initial Term commencing January 30, 1998, the County shall deliver an itemized statement of the maintenance expense for the described portion of roadway during the preceding calendar year. Corporation will pay to the County Treasurer, within forty-five (45) days after receipt of such statement.

4. Dodge County Clean Sweep

Within 30 days of the execution of this Contract by the Corporation, Town, County and City, the Corporation shall make an unrestricted charitable donation to the Kekoskee Fire Department in the amount of \$10,000.00. Within 30 days of the Corporation's donation to the Kekoskee Fire Department, the Town shall pay the

Index may not be published until after January 1 of any given year, the parties agree that the payment will be changed as provided in this paragraph retroactively to January 1st when the Index is published. For purposes of this rate escalator clause, the Consumer Price Index means the U.S. Department of Labor, Bureau of Statistics, Consumer Price Index for the United States, All Urban Consumers, all items, unadjusted index.

Corporation shall have the option to require that all of the County's "Clean Sweep" waste materials be delivered to the Solid Waste Facility or to a facility owned or operated by an affiliate of the Corporation.

5. Property Protection Plan

A. Corporation Buyout

The property owners who are subject to this provision are those identified in Exhibit "C". These property owners shall have the right to offer their property for sale to Corporation at not less than fair market value, as defined below, for a period of 24 months after the effective date of this Contract. For the purpose of this paragraph, commencement of operation simply means the date upon which the first deposit of waste material is made into the Solid Waste Facility.

Corporation shall notify and shall inform by certified mail the individuals noted in Exhibit "C", their heirs or their assigns, within 45 days after the effective date of this Contract, that these noted individuals or their heirs or assigns are entitled to a real estate appraisal on their described real

property to determine the fair market value of said real property. The Corporation's notice shall also advise the relevant property owners of their right to sell their property to the Corporation within 24 months of the commencement of this Contract. Seller must give notice of intent to sell his, her or their property to Corporation in writing and personally deliver such notice or mail said notice to Corporation by certified mail, return receipt requested, within 60 days after receipt of the notice by the Corporation.

Upon notice of intent to sell being provided by Seller to Corporation, Seller shall hire, at Corporation's expense, a qualified professional appraiser licensed by the State of Wisconsin, who shall determine the fair market value of the property as follows:

1. Assume that no landfilling activities are or will be undertaken at the site.
2. Any comparables selected by the appraiser shall be located a sufficient distance away from the Solid Waste Facility so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Solid Waste Facility.
3. A uniform residential appraisal form as customarily used for conventional financing and secondary market purchases of conventional financing shall be satisfactory for residential property. For vacant land, farm property with residences and other out

buildings, or other types of real estate, a full narrative appraisal shall be prepared. The appraisal shall be prepared in full compliance with any and all state standards that pertain to the preparation of an appraisal of the property, except those standards that are specifically pre-empted by these instructions.

4. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.
5. The appraisal shall be completed within 45 days of the date of notice of intent to sell provided to Corporation.
6. The appraiser shall provide a copy of the written appraisal to Seller and Corporation immediately upon its completion. If Corporation accepts the appraised value, this shall be the purchase price. Corporation shall provide written acceptance to Seller within 30 days of receipt of the written appraisal report.
7. If Corporation does not accept the appraised value as the value of the property, it shall have a right to obtain an appraisal valuing the property in the same manner as it was valued by the appraiser for Seller. The qualified professional appraiser obtained shall be at the Corporation's expense and shall be instructed to determine the fair market value of the property in accordance with the previous instructions herein, and

provide a written report within 30 days of such retention. The appraiser shall provide a copy of the written appraisal report to Seller and Corporation immediately upon its completion.

8. If either the Seller or Corporation does not accept the arithmetic average of the appraised values as the value of the property, then the non-accepting party may, within 20 days of receipt of the written appraisal report of Corporation, instruct the two previously selected appraisers to choose and promptly (no later than 20 days) retain a third qualified professional appraiser licensed by the State of Wisconsin to determine the fair market value of the property in accordance with the previous instructions herein, and to provide a copy of the written appraisal report to both parties within 30 days of such retention. The arithmetic average of the 3 appraisals shall be the purchase price. The appraisal fee for the third appraiser shall be paid by Corporation. If the two appraisers are unable to agree as to a third appraiser, the Judge of the Circuit Court of Branch I of Dodge County shall designate the third appraiser.
9. The Seller shall cooperate with such appraisers to the fullest extent in providing access to the property and information concerning the property.

10. For the purpose of this section, "qualified professional appraiser" shall mean a person who is (i) not related to the Seller or affiliated with Corporation; and (ii) licensed as an appraiser by the State of Wisconsin.

The closing shall be no later than 12 months from the date of establishment of the fair market value of the property. Seller, to closing date, has the option not to sell the property to Corporation upon furnishing to Corporation a written notice signed by Seller to terminate the Contract. This notice must be delivered in accordance with the previous terms of delivery prior to closing. Upon termination of this Contract by Seller, or by failing to close the sale of the property within the closing date by Seller, Corporation shall have no legal responsibility whatsoever to purchase the property.

B. Compensation to Persons for Diminution of Property Value Damages

This Section IV, 5 applies to the affected property owners of record with the Dodge County Register of Deeds as of May 1, 1995 located within a one-half mile radius of the Solid Waste Facility. Notwithstanding anything to the contrary, the compensation provisions contained in this Section IV 5 will cease 30 days after Final Closure of the Solid Waste Facility.

Corporation, during the Initial Term, shall notify and shall inform by certified mail the individuals noted in Exhibit "D", their heirs or their assigns within twenty (20) days after the effective date of this Contract, that these noted individuals

or their heirs or their assigns are entitled to a real estate appraisal on their described real property noted in Exhibit "D" or that portion thereof to determine a diminution of value award, if any, on their real properties as a result of the transportation to and from the Solid Waste Facility, as a result of the disposal of Solid Waste at the Active Fill Area at the Solid Waste Facility and as a result of any Disposal Operations, Storage Operations, Treatment Operations or long term operations at the Solid Waste Facility. Corporation shall in the notice also inform these individuals or their heirs or their assigns that the expense of the appraisal shall be paid by Corporation and that should any diminution of value award over an amount of One hundred dollars (\$100.00) be awarded by the appraisers selected pursuant to this section, these individuals or their heirs or their assigns will be entitled to a specific dollar amount from Corporation which shall be established by the diminution or value award. Corporation shall, moreover, notify the individuals or their heirs or their assigns in this notice that, in order to be eligible for a diminution of value award on their real property from Corporation, that they must have owned the property in fee simple on July 3, 1995 and that they are only entitled to such diminution of value award upon the actual sale of their residential properties. Town shall approve the form and content of the notice to be sent to these individuals prior to the mailing of the notice by Corporation.

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

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

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

Upon timely completion of their individual appraisals of the real property, the two appraisers shall meet and shall then attempt to arrive at an agreed single diminution of value amount

for the eligible property owner. If the two appraisers cannot agree upon diminution of value amount for any one or for all of the eligible property owners, the two appraisers shall then mutually select and retain a third appraiser. Within ten (10) days after being retained, the third appraiser shall individually appraise the real property at its fair market value both (1) as of that day and (2) as of that day but making the sole additional assumption that the Solid Waste Facility had never been constructed. This diminution of value amount selected by the third appraiser will be the maximum amount of the diminution of value compensation. When the agreed maximum diminution of value compensation for the eligible property owners have been reached by the two appraisers, or the maximum amount of the diminution of value compensation has been reached by the third appraiser pursuant to this section, whichever is applicable, these two appraisers or three appraisers, if applicable, shall submit copies of their final appraisals and their final diminution of value computations for the eligible property owners to the Corporation, to the Town Clerk of the Town, and to the eligible property owner.

Within thirty (30) days after receiving written notice of the closing of the sale of the subject real property pursuant to a bona fide arm's length offer to purchase and the amount of the sale price of said real property (which notice shall be accompanied by a copy of the offer to purchase, closing statement and such other closing documents as Corporation may reasonably

request), Corporation shall pay directly to the eligible property owner the difference in (1) the actual sales price or (2) the fair market value of the residential real property, is less than the fair market value of the residential real property assuming that the Solid Waste Facility had never been constructed. The Corporation has the option to make an outright purchase of the subject property at the actual sales price. No diminution of property value compensation shall be paid if the subject residential property is transferred other than pursuant to a bona fide third party offer to purchase.

Eligible individuals, who hold real property in joint tenancy or tenancy in common, shall receive only one diminution of value compensation with the amount made payable to both joint tenants or to both tenants in common.

The payment to and acceptance of any diminution of value compensation by any of the eligible individuals shall not incur to those individuals any liability or responsibility for the Solid Waste Facility or for any action related to or associated with the Solid Waste Facility or to this Contract, nor shall any acceptance of payment be deemed a waiver of any legal rights that those individuals or their heirs or their assigns may now have or may have in the future against Corporation, against its agents, against the Town, the County, the City or the Local Committee. To the extent that the receipt of any diminution of value compensation may subject the individuals in any way to a legal claim or legal action by any person, Corporation shall provide

these individuals the same indemnity and liability protections as provided to the Town, County and City in Article IV, Section 1 of this Contract.

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

A. General Reimbursement of Costs, Expenses and Damages

In addition to the reimbursement of the Kekoskee Fire Department set forth in Article III, Section 5.A., above, Corporation, during the Initial Term and extending until twenty (20) years after Final Closure, shall fully reimburse the County, the City, the Town, the appropriate municipal fire service units in the County and the appropriate municipal ambulance service units in the County within twenty (20) days after the County, the City, the Town, the appropriate municipal fire service units or the appropriate municipal ambulance service units submits to the Corporation a written invoice documenting for the Corporation the total dollar amount due from Corporation, for the reasonable and necessary costs, for the reasonable and necessary expenses incurred and for the actual damages incurred by the County, the City, the Town, the appropriate municipal fire service units or the appropriate municipal ambulance service units in their responding to certain occurrences individually or jointly and then acting individually or jointly upon certain occurrences, namely:

1. Fires, explosions, accidents or any other emergencies occurring at the Active Fill Area or at any other location at the Solid Waste Facility, or any fires, explosions, accidents or any other emergencies occurring at any other location in the County which occurred as a direct result of the transportation to and from the Solid Waste Facility of Solid Waste or Hazardous Waste by Corporation or by its agents, which occurred as a direct result of the disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of the Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Active Fill Area or at any other location at the Solid Waste Facility.
2. Solid Waste or Hazardous Waste Discharges occurring in the Active Fill Area or at any other location at the Solid Waste Facility, or Solid Waste or Hazardous Waste Discharges occurring at any other locations in the County, which occurred as a direct result of the transportation to and from the Solid Waste Facility of Solid Waste or Hazardous Waste by Corporation or by its agents, which occurred as a direct result of the disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other

location at the Solid Waste Facility or which occurred as a direct result of any Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Solid Waste Facility. These costs and expenses incurred by the above noted municipalities and by the appropriate municipal service units may specifically include any remedial action costs and any Removal Action costs.

3. Any other occurrences at the Solid Waste Facility which occurred as a direct result of disposal, storage or treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility or which occurred as a direct result of Disposal Operations, Storage Operations, Treatment Operations or Long Term Care operations at the Solid Waste Facility where the County, the City, the Town, the appropriate municipal fire service units or the appropriate municipal ambulance service units determined jointly or individually that it was appropriate and necessary for the individual municipality and/or the appropriate municipal service unit to incur reasonable and necessary costs and reasonable and necessary expenses in providing specific services and specific benefits in order 1) to prevent a public nuisance in the County, 2) to protect the public health, safety and welfare of persons in the County, or

3) to protect the natural resources in the County and, in addition, that the above noted individual municipalities and/or the appropriate municipal service units then determined it was appropriate and necessary that Corporation reimburse the municipality and/or the appropriate municipal units for providing the specific services and for providing the specific benefits.

These services and benefits provided by the appropriate municipalities and/or by the appropriate municipal units to the Corporation may include any remedial action costs or any Removal Action taken by these municipalities or municipal service units.

In addition to the Corporation's obligations to the Kekoskee Fire Department described in Article III, 5, A, above, the County, the City, the Town, the appropriate municipal fire service units or the appropriate municipal ambulance service units shall be entitled under this subsection for reimbursement or payment from Corporation for their specific costs, their specific expenses and their specific damages incurred in their providing specific services and specific benefits 1) if the total amount of the costs, expenses and damages that were incurred by the individual municipality or by the individual municipal service unit when submitted by written invoice by the individual municipality or by the individual municipal service unit to the Corporation was more than Twenty (\$20.00) dollars in amount, 2) if the specific costs, expense and damages submitted for payment

to Corporation were incurred by the individual municipality or by the appropriate municipal service unit and these costs., expenses and damages, were at the time the specific services and the specific benefits were provided, the type and amount of costs, expenses and damages that would be normally assessed directly to or normally charged directly to any person or persons by that municipality or by that appropriate municipal service unit for the specific services or specific benefits provided, and 3) such public services are over and above those normally provided to residents by the County, City or Town.

Notwithstanding the foregoing, Corporation retains the right to retain the services of private fire service units or private ambulance service units, as it deems appropriate, to respond to any of the above-noted occurrences. Corporation also retains the right to prevent access by municipal fire service units and municipal ambulance service units to any location at the Solid Waste Facility in responding to any of the above noted occurrences when the Corporation has exercised its right to retain private fire service units or private ambulance service units to respond to said occurrences.

Any controversy or claim by the Town, the County, the City, or the Corporation arising out of or relating to the amount due from Corporation to the Town, the County, or the City pursuant to this subsection shall be settled under the dispute resolution provisions of Article VI, below.

B. Reimbursement for Negotiation Expenses

The Corporation, shall, no later than forty-five (45) days after the execution of this Contract, pay any remaining expenses of the Town, County, City and local Negotiating Committee, incurred as a result of their participation in the negotiation process up to the date of the approval of this Contract by the Town, County, and City.

C. Reimbursement to the Town for Administrative Costs and Expenses

Corporation, during the Initial Term, shall annually reimburse the Town by January 25, commencing with the first annual reimbursement payment due on or before January 25, 1999 for the year 1998, for the reasonable and necessary clerical costs and expenses and for the reasonable and necessary administrative costs and expenses which the Town has incurred during the prior year as a direct result of the Solid Waste Facility, including reasonable and necessary costs and reasonable and necessary expenses associated with any provisions of this Contract. The Town, by January 10th of each year, and commencing first on or before January 10, 1999, shall submit to Corporation a detailed written invoice of its clerical costs and expenses and its administrative costs and expenses from the prior year where these costs and expenses submitted to Corporation were incurred by the Town as a direct result of the Solid Waste Facility, including any reasonable and necessary costs and any reasonable and necessary expenses associated with any provisions of this

Contract. To require the annual reimbursement payment in any one year from Corporation, the invoice amount submitted by the Town must exceed one hundred dollars (\$100.00) in amount. The Town shall, in its written invoices submitted to the Corporation, include, also any copies available to them of the following:

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

Town shall submit for payment to Corporation by its invoices only those reasonable and necessary costs and reasonable necessary expenses incurred by the Town directly related to the Solid Waste Facility, including costs and expenses directly related to this Contract. These costs and expenses may be costs and expenses incurred by the Town related to or associated with its providing or purchasing necessary clerical and administrative services. These costs and expenses may also be costs and expenses incurred by the Town related to or associated with its providing or purchasing necessary clerical and administrative materials and supplies. Clerical and administrative service

costs and expenses may include, but are not limited to, municipal secretarial and municipal supervisory wage and salary costs, public official per diem costs and any costs and fees for retained professional and technical personnel, clerical and administrative material and supply costs and expenses may include, but are not limited to, long distance telephone costs, copying costs, Solid Waste educational material purchase costs, file cabinet purchase costs, travel and lodging costs, stationery purchase costs, stamp purchase costs, public meeting publication costs and Solid Waste seminar attendance costs.

The maximum amount required to be reimbursed by Corporation for any one year for the above-noted clerical and administrative costs and expenses to the Town shall be five thousand dollars (\$5,000.00) per year. These clerical and administrative costs and expenses to be reimbursed and to be paid by Corporation are to be reasonable and necessary costs and reasonable and necessary expenses that are costs and expenses that are over and above other specific costs and other specific expenses to be reimbursed and paid by Corporation pursuant to other provisions of this Contract.

Any controversy or claim by the Town, the County, the City, or the Corporation arising out of or relating to the amount due from Corporation to the Town, the County, or the City pursuant to this subsection shall be settled under the dispute resolution provisions of Article VI, below.

D. Budget for Standing Committee

The parties acknowledge the value of a Standing Committee, consisting of representatives from the Town, County and City with the same representation formula as the Local Committee under sec. 289.33(7), Stats. The purpose of the Standing Committee is to review the administration and performance of this Contract and to communicate with the Corporation on matters of mutual interest or concern. Corporation shall pay \$2,500 per year to the Standing Committee to offset the costs associated with the administration and service of the Standing Committee. The payment shall be made on or before January 15 of each year, with the first payment on January 15, 1998. The parties stipulate that said sum is reasonable and that the Standing Committee has no obligation to account to the Corporation for the disbursement of the \$2,500 annual payment. This payment is not subject to any adjustment during the term of this Contract.

E. City of Mayville Solid Waste Collection/Recycling

Attached marked Exhibit "E" is a copy of the current Contract between the Corporation and the City for Solid Waste collection, disposal and recycling. Corporation hereby agrees that the City shall have the right to continue the current Contract, in substantially identical terms as set forth in Exhibit "E", during the term of this Solid Waste Facility negotiated Contract. Corporation acknowledges that the City has the option, but not the obligation to continue the Solid Waste

collection, disposal and recycling Contract between the City and the Corporation.

F. Wellhead Protection Study

Corporation has prepared a wellhead protection study. The wellhead protection study is attached in Exhibit "F", attached. Copies shall also be provided at no cost to interested parties upon request. Corporation shall, during the Initial Term of this Contract and extending twenty (20) years after Final Closure inform the Town of any changes in the design or operation of the Solid Waste Facility that could alter the conclusions contained in the wellhead protection study described above.

G. Private Well Testing

Prior to the beginning of any Disposal Operations at the Solid Waste Facility in the Expansion area, Corporation shall, at its expense, perform private well tests for all private wells located within one-half mile of the perimeter of the Solid Waste Facility. A list of the properties eligible for private well tests is set forth in Exhibit "G", attached. The Corporation shall test for indicator parameters. Thereafter, during the Initial Term and extending 20 years after Final Closure, the Corporation shall, upon written request from a property owner whose well is located within one-half mile of the perimeter of the Solid Waste Facility, perform an annual private well test of the indicator parameters of the subject well. The Corporation shall bear the costs of the requested private well tests.

ARTICLE V

COMPENSATION TO THE TOWN OF WILLIAMSTOWN

A. Direct Payment to Town

In consideration for the Town serving as host municipality and in consideration of the Town waiving its Local Approvals and its Pre-existing Local Approvals, and accepting the adverse consequences and various responsibilities associated with the location of a landfill in the Town, and in consideration of all other matters as set forth in this Contract, the Corporation shall pay to the Town a host fee in the amount equivalent to \$0.9776 per gross cubic yard of air space used in the Active Fill Area of the existing site and this Expansion known as the Superior Glacier Ridge Landfill. For purposes of calculating the direct payment to the Town for 1996, 1997 and subsequent years, the parties stipulate that the current volume of the existing site as of October 1, 1995 is 1,883,000 cubic yards.

The base rate of \$0.9776 per gross cubic yard shall increase to an amount that is determined by multiplying the preceding base rate by the annual percentage change of the Consumer Price Index as of January first of each calendar year beginning in 1998. Since the Index may not be published until after January 1 of any given year, the parties agree that the base rate will be changed as provided in this paragraph retroactively to January first when the Index is published. For purposes of this rate escalator clause, the Consumer Price Index means the U.S. Department of Labor, Bureau of Statistics, Consumer Price Index for the United

States, All Urban Consumers, all items, unadjusted index. All rates and payments referenced in this Contract shall be increased on said basis.

Except as set forth below, direct payments will commence on the later of the effective date of this Contract or January 1, 1998. Notwithstanding anything to the contrary in this Contract, the Corporation need make no direct payments unless and until the Corporation receives a feasibility determination from the Wisconsin Department of Natural Resources deemed favorable by the Corporation. However, if the Corporation does receive a favorable feasibility determination, direct payments due prior to the receipt of the favorable feasibility determination accrue interest as set forth below in this Article. Neither the Town, the County, or the City may revoke their respective acceptance of this Contract as evidenced by the signing of this Contract by the Town, the County, and the City representatives prior to December 31, 1998. If the Corporation has received a feasibility determination from the DNR deemed favorable by the Corporation and acknowledged such in writing prior to December 31, 1998, or if the Corporation has waived in writing the provision of this Contract relating to receipt of such a feasibility determination prior to December 31, 1998, then in either event neither the Town, the County, nor the City may revoke their acceptance of this Contract. The Corporation may revoke its acceptance of this Contract and declare this Contract void after receipt of a

feasibility determination deemed not favorable by the Corporation.

In no event shall Local Approvals waived by the Town, County or City by virtue of this Contract be deemed to be an effective waiver until one of the following occurs:

1. A favorable feasibility determination has been received by the Corporation and acknowledged as such in writing, and the Town receives all retroactive payments for the current site; or
2. The Corporation does not receive a favorable feasibility determination but waives this provision in writing and the Town receives all retroactive payments for the current site; or
3. The Corporation and the Town agree to an alternate site in the Town for the new Active Fill Area and all retroactive payments are received by the Town as provided for above in this Contract.

The Corporation shall compute the amount of direct payments monthly. Direct payments shall be made within forty-five (45) days of the last day of the preceding month for the waste deposited during such month.

The Corporation shall submit detailed statements pertaining to the waste received during each month, breaking down waste as to the types of waste, the gate tons received based upon the Corporation's daily records and the estimated volume filled during each month.

Any payment that is received late shall accrue interest at the rate of prime plus 3% per month. Such late payment interest charges shall be calculated on a daily basis and shall be compounded on a monthly basis until fully paid.

The Corporation shall provide to the Town all documents submitted to the DNR pertaining to the recording and documentation of the waste received. In addition, the Town may inspect the originals of such documentation or the daily records of the Corporation upon 24 business hours prior notice. The Corporation shall also provide, within ten (10) days after receipt, copies of any field or aerial surveys performed by the Corporation or any of its agents to determine the volume of waste used during any time period.

If at any time the Town so desires, it may retain an independent consulting firm to perform computations in order to verify the Corporation's reported air space consumed. Such consulting firm may use field or aerial surveys performed by a licensed Professional Engineer or a Registered Land Surveyor to verify the volume. For the purpose of converting cubic yards of air space into tons, the parties stipulate that one cubic yard of air space shall equal 1,350 pounds or 0.675 tons. The Town shall pay all costs of the independent consulting firm unless the firm's computations reveal that the Corporation's reported air space consumed to the Town has been understated by 10% or greater. If so understated, the costs of such computations shall be borne by the Corporation, and the Corporation shall pay the

costs of such independent consulting firm within 30 days after presentation of such bill and the report and reasonable documentation of such error. There shall be no reduction of air space for "daily cover" or any other matter pertaining to discounting of the weight per cubic yard of air space consumption except as provided for in this paragraph.

The independent consulting firm's computations shall be determinative of the amount of waste deposited during the period studied. If the Corporation has understated the amount landfilled, the difference shall be paid to the Town within ten (10) days of receipt of the consultant's results at the rate applicable at the time such payments are received by the Town. If the Corporation has overstated the amount landfilled, the Corporation shall receive a credit toward its future payments required under this Article within ten (10)-days of receipt of the consultant's results.

Notwithstanding the foregoing, the Corporation shall be required to install, maintain, and certify annually a certified weight scale for measuring and recording Solid Waste disposed at the Active Fill Area. Such installation shall be completed prior to Solid Waste is received at the Active Fill Area. The weight scale shall be equipped with sufficient computer software and hardware capabilities to record, generate, and summarize all of the information hereinbefore set forth pertaining to waste documentation requirements. The Corporation shall keep records and logs of all trucks coming into the site and the Town shall

hve access to: (a) name of transporter, (b) time and date of disposal, (c) truck weight (gross weight, truck weight, and net garbage weight), (d) type of waste.

Weight shall be declared per truck in numerical order of their receipt on a daily basis, with the truck ownership and any information which is relevant and kept by the Corporation on a regular basis to assist the Standing Committee in reviewing declared garbage weights at the Solid Waste Facility.

The Town reserves the right, at its expense, to establish videotaped equipment and place personnel on site, at such times as the Town chooses, to monitor the waste received at the Active Fill Area for disposal.

B. 1996 and 1997 Payments

The Corporation hereby agrees to pay the Town a host fee in an amount equivalent to \$0.9776 per gross cubic yard for 50% of the air space used in the Active Fill Area in the existing site during 1996. The Corporation shall pay this amount to the Town on the later of the effective date of this Contract by the appropriate officials of the Town, County and City, or January 1, 1998. The payments required under this subsection B are payable without interest in 8 equal quarterly payments during 1998 and 1999.

In addition to the payments for Solid Waste received during 1996 as set forth above, the Corporation shall make a lump sum payment to the Town representing an amount equal to the host fee at \$0.9776 per gross cubic yard of air space used in the Active

Fill Area of the existing site during 1997. This 1997 host fee payment will be made on the later of the signing of this Contract by the appropriate officials of the Town, County and City or January 1, 1998. The 12 month host fee obligation of the Corporation to the Town for 1997 shall be determined as follows: multiply \$0.9776 times the average monthly gross cubic yards of air space used in the Active Fill Area of the existing site during the period from January 1, 1997 through December 31, 1997.

C. Monthly Payments to Town

All payments required by Sections A and B above shall be made payable to "Town Treasurer" and forwarded to the Town Treasurer for the Town who shall acknowledge receipt in writing to the Corporation.

The parties acknowledge that the Corporation measures the amount of air space used in the Active Fill Area as of September 30 of each year. Therefore, the parties agree that the Corporation's monthly payment to the Town shall be determined by multiplying \$0.9776, as adjusted by the Consumer Price Index described in Section A above, times the monthly average of the air space consumed for the immediately preceding 12 month period from January 1 through December 31. Attached marked Exhibit "H" is an example of the formula for the calculations to be used to determine the Corporation's monthly obligation to the Town.

D. Distribution of Direct Payments

Except as provided in this subsection, the Town Board of the Town retains control over the investment, use and disbursement of the direct payments made by the Corporation to the Town.

The Town shall make the following distributions from the direct payments paid to the Town by the Corporation:

1. The sum of \$1,000 per year to all property owners owning real property on County Highway V between S.T.H. 33 on the south and the City on the north. A list of the property owners who are entitled to the preceding payment is set forth in Exhibit "I", attached. The Corporation shall not be entitled to the preceding payment.
2. \$1,500 a year to all owners of real property which abuts the Solid Waste Facility. A list of the property owners who are entitled to the preceding payment is set forth in Exhibit "J", attached. Real property is not considered to be abutting the Solid Waste Facility if said real property is separated from the Solid Waste Facility by a public road. The annual payment to real property owners whose property abuts the Solid Waste Facility and whose property is on County Trunk V shall not exceed \$1,500 total. The Corporation shall not be entitled to the preceding payment.
3. The Town shall distribute not less than \$9,000.00 per year to fund environmental/conservation education

programs for all public and parochial school systems located in Mayville, Horicon, and Kekoskee, Wisconsin. The Town has the option of making direct payments to the above public and parochial school systems or contracting with an agency or group which will present environmental/educational programs to the school systems located in the above three areas. The Town shall seek the input of the Corporation on the content of the educational/conservation education programs. Program materials shall recognize the contributions of the Corporation.

ARTICLE VI

CONTRACT PROVISIONS

1. Notice to Parties

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

shall be sent by registered mail to the addresses noted below.

The current names and addresses are:

Superior Glacier Ridge Landfill, at N7296 Hwy. V, Horicon,
Wisconsin 53032.

Town of Williamstown, in care of Town Clerk, Don Roll, N9260
Hwy. V, Mayville, WI 53050

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

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

City of Mayville in care of the City Clerk of the City of
Mayville at 15 S. South Street, Mayville, WI 53050.

2. Headings

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

3. Governing Law

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

4. Waiver

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

5. Complete Agreement

This Contract supersedes any prior Contract or agreement, whether oral or written that was or may have been negotiated pursuant to Section 289.33(9), Wis. Stats. between the Town, County, City, Corporation and the Standing Committee.

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

1. The applicability or non applicability and the enforceability or non enforceability of any non pre-existing Local Approvals of the Town, the County or of the City related to any uses at anytime of the Solid Waste Facility or related to any activities or operations at anytime related to or associated with the Solid Waste Facility by any persons not directly subject to this Contract.
2. The applicability or non applicability and enforceability or non enforceability of any non pre-existing Local Approvals of the Town, the County or of the City related to any uses of the land wherein the Solid Waste Facility is located or related to any activities or operations at anytime related to or associated with the Solid Waste Facility by Corporation, or by any other persons where these uses

of the land wherein the Solid Waste Facility is located and where these activities and operations related to the Solid Waste Facility are not related in any way to or associated in any way with any Solid Waste disposal uses of the Solid Waste Facility, with any Solid Waste disposal activities or with Solid Waste Disposal Operations at the Solid Waste Facility or with any Solid Waste Long Term Care operations at the Solid Waste Facility.

3. The applicability or non applicability and the enforceability or non enforceability of any non pre-existing Local Approvals of the Town, the County or of the City for any activities or operations by Corporation, or by any other persons that are beyond the Active Fill Area and beyond the Solid Waste Facility and that are activities or operations occurring at operations related thereto or at any other locations in the County and where these activities or operations may or may not be related to or associated with any Solid Waste Disposal Operations, with any Solid Waste Storage Operations, with any Solid Waste Treatment Operations or any Solid Waste Long Term Care operations.

6. Amendment

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

7. Binding Effect

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

8. Force Majeure

The performance of this Contract by Corporation may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of Corporation including, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; inclement weather; sabotage; lack of adequate fuel, power, materials, labor, or transportation facilities beyond the control of Corporation; damage or destruction of the Solid Waste Facility; injunctions or restraining orders; and judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond Corporation's reasonable control, any licenses

and permits required for operation of the Solid Waste Facility. In the event of disruption of services under any such circumstances, Corporation will make every reasonable effort to reopen the Solid Waste Facility to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

9. Dispute Resolution

If a dispute arises out of or relates to this Contract, or the performance or breach of this Contract, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any remaining, unresolved controversy or claim arising out of or relating to this Contract, or the performance or breach of this Contract, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in Mayville, Wisconsin. The arbitration will be conducted promptly and expeditiously so as to enable the arbitrator to render an award within 90 days of the commencement of the arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in Dodge County Circuit Court. The parties will jointly and equally share with the other the expenses of the arbitrator and the preparation of a record, if any.

LOCAL NEGOTIATING COMMITTEE

Approved this 22 day of December, 1997.

By: Roman Roll
Roman Roll

By: Vernon Brummond
Vernon Brummond

By: Neil Luebke
Neil Luebke

By: William T. Muche
William Muche

By: Dennis Kemmel
Dennis Kemmel

By: Robert Krueger
Robert Krueger

By: Richard C. Christian
Richard Christian

TOWN OF WILLIAMSTOWN

Approved this 8 day of December, 1997.

By: Roman Roll
Chairperson

By: Donald H. Kilgendorf
Supervisor

By: Vernon Brummond
Supervisor

Attest:
Donald Roll
Clerk

DODGE COUNTY

Approved this 16 day of December, 1997.

By: Chas. E. Swan
Chairman

Attest:

Dorothy E. Ebert
County Clerk

CITY OF MAYVILLE

Approved this 8th day of December, 1998. 7

By: Ronald K. Stewart
Mayor

Attest:

Ja Far
City Clerk

SUPERIOR SERVICES, INC.

Approved this 18th day of March, 1998.

By:  VP
(Insert Appropriate Officer)


Attest: 
Peter Rund, Corporate Secretary

EXHIBIT A

LEGAL DESCRIPTION OF ACTIVE FILL AREA



NORTH SHORE ENGINEERING, INC.

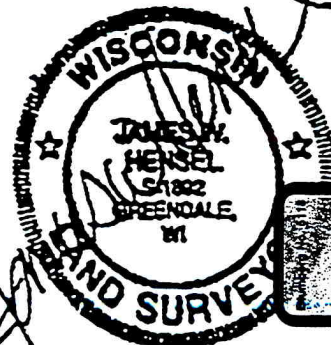
11433 N. PORT WASHINGTON ROAD
MEQUON, WISCONSIN 53092
TELEPHONE (414) 241-9400
FAX (414) 241-5337

LEGAL DESCRIPTION OF ACTIVE AREA AT GLACIER RIDGE

Bearings and Distances derived from drawing F5 of the Plan of Operation for Glacier Ridge Landfill.

Commencing at the SW corner of Section 35, T.12N. R.16E.; thence N01°31'03"W along the West line of said Section 35, 1711.51 feet; thence N88°28'57"E, and perpendicular to the West line of said Section 35, 972.46 feet, to the point of beginning of the land to be described; thence N00°10'00"W, 1226.70 feet; thence N43°58'56"E, 426.56 feet; thence N21°01'05"E, 814.02 feet; thence N45°30'08"E, 893.06 feet; thence S72°19'50"E, 218.73 feet; thence S05°29'40"E, 938.92 feet; thence S26°55'13"W, 562.48 feet; thence S17°43'44"W, 435.81 feet; thence S31°01'25"W, 1198.60 feet; thence N87°10'44"W, 515.42 feet to the point of beginning.

Containing 2,561,386.53 sq. ft.



EXHIBIT

A

Dec. 18, 1997

EXHIBIT C
ELIGIBLE OWNERS FOR CORPORATION BUYOUT

One mile radius as of July 3, 1995:

Does not include those already listed in the half-mile radius

Julius Baerwald W3434 Hwy 33 Horicon, WI 53032	Dan Franke Decorah Road Horicon, WI 53032	Diana Kasmiski N7209 Hwy 67 Mayville WI 53050
Glen Berndt W3337 Hwy 33 Horicon, WI 53032	Harold Franke W3495 Decorah Rd Horicon, WI 53032	John Kietz N7876 Morris Rd Mayville WI 53050
Ervin Butzlaff N8063 Schwarze Road Horicon, WI 53032	DuWayne Griepentrog N7233 Morris Road Horicon, WI 53032	Earl Luebke W3012 Hwy 33 Iron Ridge WI 53035
Bruce Christian N7686 Ekren Road Mayville, WI 53050	Martin Griepentrog N7219 Morris Road Horicon, WI 53032	Franklyn Luebke W2969 Hwy 33 Iron Ridge WI 53035
John Clifton N7500 Ekren Road Mayville, WI 53050	Wayne Hartwig N7191 Morris Rd Horicon, WI 53032	Roger Marquass W2816 Dunn Road Mayville, WI 53050
Francis Eckerstorfer N7473 Morris Road Mayville, WI 53050	Nick Hechimovich W3534 Raasch Hill Road - Horicon, WI 53032	Harold Muche W2698 Zion Church Rd Mayville, WI 53050
Wes Elford W3536 Hwy 33 Horicon, WI 53032	George Heinecke N6980 Hwy V Horicon, WI 53032	Wendall Muche W3444 Petit Road Mayville, WI 53050
Ernie Von Scheldorn P.O. 367 Menomonee, WI 53052	Allen Hoeschele 627 East Oak Grove Juneau, WI 53039	David Niedens W2971 Dunn Mayville, WI 53050
Edythmae Faust 204 Horicon Street Mayville, WI 53050	John Jensen N7599 Morris Road Mayville, WI 53050	Dan Nissen W2986 Hwy 33 Iron Ridge, WI 53035
Merlin Feller W3230 Hwy 33 Iron Ridge WI 53035	Andrew Johnson W3433 Decorah Road Horicon, WI 53032	John Nitschke N7464 Park Road Horicon, WI 53032
Rodney Fischer N7987 Hwy TW Mayville, WI 53050	Bill Kaepernick W3361 Decorah Road Horicon, WI 53032	Edward Pankow Decorah Road Horicon, WI 53032

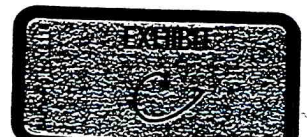


EXHIBIT C

Hilda Poster
W2626 Zion church Road
Mayville, WI 53050

Gerald Uecker
N8030 Hwy 67
Mayville, WI 53050

John Reihbrandt
Hwy 33
Mayville, WI 53050

Bambi Voss
W258 S6860 Ivy Court
Waukesha, WI 53186

Dorothy Scheberl
N7003 Hwy 67
Mayville, WI 53050

Earl Wendorff
N8041 Hwy 67
Mayville, WI 53050

Dennis Schmidt
N8014 Hwy TW
Mayville, WI 53050

Gene Wendorff
W3383 Decora Road
Horicon, WI 53032

Russel Schroeder
W3849 Decorah Road
Horicon, WI 53032

White Pine Resources
W4438 Woodward Road
Horicon, WI 53032

Wayne Schultz
W2894 Dunn Road
Mayville, WI 53050

Marvin Steinbach
W2772 Zion Church Road
Mayville, WI 53050

Paul Steinbach
W2772 Zion Church Rd
Mayville, WI 53050

Arlene Steinhorst
W3345 Decorah Road
Horicon, WI 53032

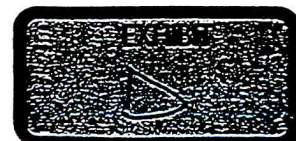
John Sternweiss
502 East Maple
Horicon, WI 53032

Steve Twardokus
W3371 Decora Road
Horicon, WI 53032

EXHIBIT D
ELIGIBLE OWNERS FOR FAIR MARKET VALUE PROTECTION

One-half mile radius of property boundry as of July 3, 1995

Dan Antonioni N7458 Hwy 67 Mayville, WI 53050	Lorenz Nitschke N7311 Hwy V Horicon, WI 53032	Raymond Streblow N7797 Hwy V Horicon, WI 53032
Darwin Backhaus N7910 Hwy V Horicon, WI 53032	Andrew Oechsner N7458 Hwy 67 Mayville, WI 53050	Brian Tibbits N7794 Hwy V Horicon, WI 53032
Church View Farms, Inc N7110 Hwy V Horicon, WI 53032	Jerome Perrault N7981 Hwy 67 Mayville, WI 53050	Ronald Tibbits N7796 Hwy V Horicon, WI 53032
Dan Collier N7351 Hwy V Horicon, WI 53032	Steve Persha N7241 Hwy 67 Mayville, WI 53050	Brian Urich N7411 Hwy V Horicon, WI 53032
Frank Eckerstorfer N7473 Morris Road Mayville, WI 53050	Ed Riese N7416 Hwy V Horicon, WI 53032	Alfrida Machmueller Hwy 67 Mayville, WI 53050
Sherwin Fischer N7430 Morris Road Mayville, WI 53050	Roger Rosin W3365 Raasch Hill Road Horicon, WI 53032	Don Wendorf N7306 Hwy 67 Mayville, WI 53050
Duwayne Griepentrog N7233 Morris Road Horicon, WI 53032	Len Schnabl W3185 Petit Road Mayville, WI 53050	Albert Wondra N7877 Hwy 67 Mayville, WI 53050
Horicon Marsh Bowman N7240 Hwy V Horicon, WI 53032	Keith Schnepf N7936 Hwy V Horicon, WI 53032	Walter Seering N7428 Cty V Mayville, WI 53050
Leo Kolmansberger Morris Road Horicon, WI 53032	Anthony Sellnow N7627 Hwy 67 Mayville, WI 53050	
Wayne Machmueller N7442 Hwy V Horicon, WI 53032	St. John's Lutheran Church N7074 Hwy V Horicon, WI 53032	
Richard Metke W3434 Raasch Hill Road Horicon, WI 53032	Gerald Streblow W3209 Petit Road Mayville, WI 53050	



SOLID WASTE COLLECTION
DISPOSAL/RECYCLING CONTRACT

This Agreement made and entered into effective the 1st day of January, 1992, by and between HECHIMOVICH SANITARY LANDFILL, INC., hereinafter called "Contractor" and CITY OF MAYVILLE, a municipal corporation located in Dodge County, Wisconsin, hereinafter called "City".

WITNESSETH:

WHEREAS, City desires to have Contractor regularly collect solid waste and recycling materials from residential and commercial establishments in the City, as hereinafter set forth; and

WHEREAS, Contractor has the equipment, personnel and facilities and is willing and able to accomplish the desired services.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Definitions.

A. "Approved Recycling Container" - A 30 gallon translucent blue tinted plastic bag purchased from normal retail outlets for purposes of disposal of recyclable materials.

B. "Approved Waste Container" - A plastic bag (not exceeding 35 gallons) supplied by and purchased by the property owner or tenant from normal retail outlets. Sizes may vary.

C. "Bulk Materials" - Refuse in quantities exceeding those normally collected and shall include such items as rocks, bricks, concrete and other building materials, furniture, fixtures, plumbing, plastic and metal objects except food containers but excluding all appliances.

D. "Commercial" - Shall include any of the principal or conditional uses in Mayville Municipal Code, Chapter 17.26, B1 Central Business District; Chapter 17.28, B2 Outlying Business District and B3 Neighborhood Business District; Chapter 17.36, I1 Institutional District; Chapter 17.38, Parks and Conservancy District; which have volumes capable of being handled on a bag basis. Commercial establishments requiring a dumpster under Section 9 of this Contract are classified as industrial for purposes of this Contract.

E. "Garbage" - Discarded materials resulting from the handling, processing, storage and consumption of food.

F. "Hazardous Waste" - Any substance or combination of substances including any waste of a solid, semisolid, liquid or gaseous form which may cause or significantly contribute to any increase in mortality or an increase in serious irreversible or incapacitating reversible illness or which may pose a substantial



present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics. This term includes, but is not limited to, substances which are toxic, corrosive, flammable, irritants, strong sensitizers or explosives as determined by the Department of Natural Resources.

G. "Industrial" - Industrial uses shall include any of the uses specified as principal or conditional uses in Mayville Municipal Code Chapter 17.32, M1 Light Manufacturing District; and Chapter 17.34 M2 General Manufacturing. Commercial establishments generating the equivalent of 10 bags (not exceeding 35 gallons each) per week or more of solid waste volume.

H. "Industrial Waste" - Liquid or other wastes resulting from any process of industry, manufacture, trade or business or the development of any natural resource.

I. "Recyclable Materials" - Aluminum containers, glass containers, No. 1 PET and No. 2 HDPE plastic containers and steel containers resulting from the handling, processing, storage and consumption of food, newsprint, magazines (bundled separately), bi-metal steel/aluminum containers for carbonated and malt beverages and corrugated cardboard bundled separately. Other items to be added as markets develop.

J. "Refuse" - All matters produced from industrial or community life, subject to decomposition, not defined as sewage, and excluding any hazardous waste.

K. "Residential" - All dwellings, excluding apartment buildings of five units or more.

L. "Solid Waste Sticker" - A sticker purchased from the City of Mayville to be affixed to the solid waste bags which indicates that payment has been made for the disposal of waste. Two stickers will be available one for 17.5 gallon and under bags and one for over 17.5 gallon up to and including 35 gallon bags.

2. For the purpose of this Contract, garbage and refuse shall not include:

- A. Tree stumps and wood;
- B. Rocks, bricks, concrete and other building materials;
- C. Furniture, fixtures, plumbing, plastic and metal objects, except food containers;
- D. Brush, leaves, grass clippings, soil and yard/garden wastes.

3. Garbage, ashes and rubbish may be placed and kept in approved waste containers not exceeding the ability of the container to hold the weight when lifted or fifty-five pounds for a 35 gallon bag or 27-1/2 pounds for the 17.5 gallon bag, whichever is less.

Garbage shall be prepared for collection by draining, wrapping and placing in an approved container. Garbage, rubbish and trash shall be picked up in these containers only and Contractor shall not be obligated to pick up any refuse or trash not in approved containers. Garbage and waste collection shall be at the curbside except where the City has made previous arrangements for pick-up at alley or other designated area. Any new residential or other facility shall be provided service only after normal occupancy has been completed.

4. Contractor will furnish during the term of this agreement a sufficient number of suitable trucks, other equipment, the necessary laborers and other employees to maintain said equipment and to carry out the duties as may be necessary to collect and transport to suitable sites all garbage, waste and recyclables as hereinbefore defined from residential premises.

5. Contractor will be responsible for all costs of labor, material and expense of operating trucks and other equipment as is required by this Contract.

6. Insurance.

The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Amount Required: The Contractor shall obtain, pay for, and maintain during the life of this Contract such Worker's Compensation and Employer Liability, General Public Liability and Automobile this Contract from claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise from operations under this Contract, whether such operations be by itself or any subcontractor, or by anyone directly or indirectly employed by either of them, in the form, and with the limits not less than set forth below:

Worker's Compensation and Employers Liability - Statutory
Comprehensive General Liability

Bodily Injury Limits.....\$1,000,000
Property Damage Limits.....\$ 300,000

Comprehensive Automobile Liability (Owned, non-owned
and hire vehicle)

Bodily Injury Limits.....\$1,000,000
Property Damage Limits.....\$ 300,000

B. Contractors General Liability and Property Damage Insurance shall include contractual liability under the insurance contract.

C. Contractor and its surety shall indemnify and save harmless the City, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Worker's Compensation Law; or any other law, ordinance, order or decree.

D. Proof of Carriage of Insurance: Contractor shall furnish the City with certificates of insurance covering each of the several items of insurance specified in subparagraph (A) above. Such certificates shall state that the insurance will not be cancelled or materially altered within ten (10) days written notice.

7. Contractor shall comply with all the laws and statutes of the United States of America, the State of Wisconsin, municipal ordinances of the City and rules and regulations of the Board of Health of the City relative to collection and transportation of garbage.

8. As soon as any garbage truck is loaded, the load should be immediately covered so that as far as possible offensive odors shall be prevented; such loaded truck shall be taken from the City to place of disposal as soon as possible; no garbage shall be transferred from the truck in which it is collected to any other vehicle or place within the City.

9. Industrial and Commercial.

All industrial waste and refuse shall be the responsibility of the individual establishments and they shall contract on an individual basis with a contractor; the City shall in no way be responsible for the costs of such collection.

Bagged pickup for commercial establishments is available for those generating less than 10 bags of waste per week. Those generating the equivalent of 10 bags or more per week, or those creating a public nuisance are required to contract for dumpster service privately. The City shall in no way be responsible for the costs of collection for commercial establishments in the 10 bag or more per week category.

10. Contract Term.

This Contract shall be in effect for three (3) years from January 1, 1992 through December 31, 1994. City shall have the option to renew this Contract for an additional two years, from January 1, 1995 through December 31, 1996, provided City shall give notice in writing, prior to September 30, 1994, to Contractor of its desire to exercise such option.

If City exercises such option, this contract shall automatically renew itself from year to year after December 31, 1996, unless ninety (90) days notice is given by either the Contractor or the City to the other party in writing of its intention to terminate the Contract at the end of the then current year.

11. Payment Terms.

1993. For the year 1993, the payment terms shall increase by a percentage determined based upon the change in the Consumer Price Index (C.P.I.), to-wit: C.P.I. all Urban Consumer all items, Non-metro areas, comparing the July, 1991 and June, 1992 data if available. In the event of an increase or decrease of at least fifteen (15) dwelling units or of five (5) commercial establishments needing service in 1993, the parties shall negotiate an additional increase or decrease in such payment terms to reflect the increased or decreased volume and pick-ups, and if the parties cannot agree on such terms it shall be subject to arbitration pursuant to Wisconsin Statutes.

Years after 1993. For each year subsequent to the calendar year 1993, the payments made pursuant to this Contract, as extended by the above option or the above automatic renewal provisions set forth in paragraph 10, shall be subject to negotiations between the parties. The parties agree to fairly negotiate the payment terms. If the parties fail to reach an agreement regarding the amount of payment under this paragraph, it shall be subject to arbitration pursuant to Wisconsin Statutes.

Payments on the Contract for the pick-up and disposal of solid waste and recyclables shall be made in monthly installments by the City. Contractor shall bill on a monthly basis for the expense of City Truck bulk material disposal, disposal of leaves, and disposal of wastes from the City street sweeper.

12. The number of trucks and equipment to be furnished shall be sufficient to provide for the collection of garbage and recyclables within the confines of the City as follows, to-wit: Garbage and recyclables shall be collected from every building used for residential and eligible commercial purposes in the City at least once each week. The weekly pickup of garbage and recyclables shall be done on the same day for any given property unless otherwise agreed to in writing. Routes and schedules for such garbage and recyclables pick up shall be co-determined by Contractor and the Director of Public Works of the City. In the event such routes cannot be settled by these parties, any dispute is to be arbitrated pursuant to Wisconsin Statutes. Any residential or commercial establishment desiring more than one pick up per week may contract directly with the Contractor for said additional pick up.

13. Contractor's Miscellaneous Services in consideration of this Contract:

A. Contractor will provide its Sanitary Landfill, License #3068, located one mile South of Mayville, for City hauled bulk material disposal, leaf disposal and disposal of wastes collected by the Vac-All I.E. manhole cleaning, street sweeping, etc.

B. Contractor will provide bulk material pickup for residents of the City of Mayville. Residents will be required to contact the contractor to arrange for the pickup. The contractor will

directly bill any persons requesting the pickup without City of Mayville involvement. It is understood that as a service to residents, a bulk material pick up will be provided without direct costs to residents on the first Monday in April and again on the first Monday in October by the City of Mayville Street Department trucks and personnel.

C. No appliances will be picked up as part of the bulk material or regular garbage collection. The contractor will collect major appliances from residents of the City of Mayville and will bill the resident for each appliance collected at a rate determined by the contractor.

D. It is understood that residents may contract with other haulers for items which require direct billing from the contractor; more specifically, bulk material items and appliances as referenced in B. and C. above.

E. Industrial waste generators and commercial establishments generating more than 10 bags of garbage per week shall not receive collection services from contractor pursuant to this agreement.

14. Compensation.

The City of Mayville shall pay the contractor, as provided under Section 11. "Payment Terms", the following amounts for the year 1992:

A. Weekly curbside pickup and disposal of solid waste for all residential and small commercial establishments (10 bags or less per week). (1492 pick ups).

Collection

Lump Sum:

Numerical \$84,463.89

Written Eighty-four Thousand Four Hundred

Sixty-three and 89/100 Dollars

Disposal

Lump Sum:

Numerical \$48,814.09

Written Forty-eight Thousand Eight Hundred

Fourteen and 09/100 Dollars

B. Disposal of bulk material disposed of by City trucks
per cubic yard loose:

Numerical \$7.00

Written Seven and 00/100 Dollars

C. Disposal of leaves per cubic yard from our vac-all:

Numerical No Charge

Written

D. Disposal of dirt, etc. from street sweeping with our
vac-all per cubic yard:

Numerical No Charge

Written

E. Weekly curbside pickup and processing of recyclable
materials from residential and small commercial establishments (1492
Pickups):

Total for Quantity Indicated:

Numerical \$42,969.60

Written Forty-two Thousand Nine Hundred
Sixty-nine and 60/100 Dollars

Cost Per Month Per Household:

Numerical \$2.40

Written Two and 40/100 Dollars

F. Sale of Recyclables Income Sharing, if any:

SEE

BELOW % to Contractor

SEE

BELOW % to City of Mayville

Volume and price of each of the recyclables to be determined as follows: (Attach separate sheet if necessary) To be negotiated after actual data from

the program is available and not later than

December 31, 1992.

IN WITNESS WHEREOF, the Contractor has caused these presents to be signed and sealed and the City has caused its corporate seal to be hereunto affixed, and these presents to be signed.

By: George C. Heckinovich

By: D. M. Heckinovich v.e.

CITY OF MAYVILLE

By: Lois A. Krueger
Lois A. Krueger
Mayor

By: Christine D. Dietrich
Christine D. Dietrich
Acting City Clerk

ADDENDUM TO
SOLID WASTE COLLECTION
DISPOSAL/RECYCLING CONTRACT

This Addendum dated the _____ day of September, 1993 is made to the Solid Waste Collection Disposal/Recycling Contract dated the 1st day of January, 1992 between The City of Mayville and Hechimovich Sanitary Landfill, Inc.

Section 1. Definitions. Subsection I. shall be amended to include No. 2 injection molded plastics, yogurt, margarine tubs, etc.

Section 7. shall be amended to read:

Contractor shall comply with all the laws and statutes of the United States of America, the State of Wisconsin, municipal ordinances of the City and rules and regulations of the Board of Health of the City relative to collection, transportation, and disposal of garbage and recyclable materials.

Section 10. Contract Term. shall be amended to read:

This Contract shall be in effect for a five (5) year period, beginning January 1, 1995 and ending December 31, 1999.

This Contract shall automatically self renew for an additional five (5) year period, unless either party shall give written notice to the other party of their intent not to renew, at least 90 days prior to the expiration of this Contract.

Section 11. Payment Terms. shall be amended to read:

For the year 1993, the payment terms as to items 14A - 14E shall increase by a percentage determined based upon the change in the Consumer Price Index (C.P.I.), to-wit: C.P.I. All Urban Consumer All Items, Non Metro Areas, comparing the July 1991 through June 1992 data. This percentage was 2.4%. The 1993 costs (14A - 14E) will remain the same for the calendar year 1994 (NO INCREASE).

The costs for the remaining years of this Contract will be increased by a percentage determined based upon the change in the Consumer Price Index (C.P.I.), to-wit: C.P.I. All Urban Consumer All Items, Non Metro Areas, comparing the July through June data from the previous year. This said increase pertains to the collection and recycling costs only.

Disposal costs shall be adjusted annually based on the increased cost of doing business, not to exceed 5% annually. Contractor reserves the right to negotiate with the City necessary increases in disposal costs due to changes in the current program, governmental regulations, or recycling laws.

In the event of an increase in residential dwellings or commercial establishments during the term of this agreement, Contractor and the City shall negotiate the additional costs, based on new building permits issued during the year.

Payments on the Contract for the pickup and disposal of solid waste and recyclables shall be made in monthly installments by the City. Contractor shall bill on a monthly basis for the expense of City truck bulk material disposal, and disposal of City garage waste and compost.

Section 14. Compensation. shall be amended to read:

The City of Mayville shall pay the Contractor as provided in Section 11. Payment Terms. the following amounts for the year 1993 and 1994, which have been calculated to include the 2.4% Consumer Price Index adjustment:

A. Weekly curbside pickup and disposal of solid waste for all residential and small commercial establishments (10 bags or less per week):

Collection

Numerical: \$67,278.74

Written: Sixty Seven Thousand Two Hundred Seventy Eight Dollars and seventy-four cents

Disposal

Numerical: \$36,301.46

Written: Thirty Six Thousand Three Hundred One Dollars and forty-six cents

B. Disposal of bulk material disposed of by the City trucks per cubic yard loose:

Numerical: \$7.17

Written: Seven Dollars and seventeen cents

C. Disposal of dirt, etc. from street sweeping with the City-owned Vac-All per cubic yard:

No Charge

D. Disposal of leaves and compost from City-owned Vac-All and trucks per cubic yard:

No Charge

E. Weekly curbside pickup and processing of recyclable materials from residential and small commercial establishments participating in the City of Mayville program.:

Numerical: \$44,000.87

Written: Forty Four Thousand Dollars and eighty-seven cents

F. Sale of recyclables income sharing, if any:

Volume and price of each of the recyclables to be negotiated after actual data from the program is received.

In all other respects, the terms and conditions of the Solid Waste Collection Disposal/Recycling Contract dated the 1st day of January, 1992 between The City of Mayville and Hechimovich Sanitary Landfill, Inc. are hereby ratified and confirmed.

CITY OF MAYVILLE

By

Mayor

By

City Clerk

Page -4-

HECHIMOVICH SANITARY LANDFILL, INC.

By

D. Hank Hechimovich
General Manager

By

Dennis C. Hechimovich
Assistant Manager

**EVALUATION OF THE HYDRAULICS OF THE CITY OF MAYVILLE
PUBLIC WELL FIELD AND THE
GLACIER RIDGE SANITARY LANDFILL**

July 1997

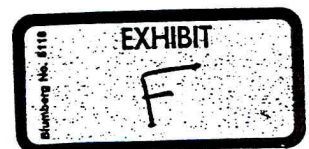
**Prepared For:
Superior Glacier Ridge Landfill, Inc.
Horicon, Wisconsin**

**...
Prepared By:
Montgomery Watson
Madison, Wisconsin**

Project No. 1242051.23090230



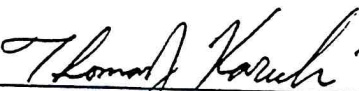
MONTGOMERY WATSON



EVALUATION OF THE HYDRAULICS OF THE CITY OF MAYVILLE
PUBLIC WELL FIELD AND THE
GLACIER RIDGE SANITARY LANDFILL

July 1997


Prepared by:


Thomas J. Karwoski, P.G.
Project Hydrogeologist

7-31-97

Date

Approved by:


Valeri J. Ranguette, P.E.
Project Engineer

7. 31.97

Date

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
TOPOGRAPHY.....	1
SURFACE WATER.....	2
REGIONAL GEOLOGY.....	2
SITE-SPECIFIC GEOLOGY.....	3
Unconsolidated Geologic Deposits.....	3
Bedrock Geology.....	4
HYDROGEOLOGY.....	4
Regional Hydrogeology.....	4
Site-Specific Hydrogeology.....	5
GROUNDWATER FLOW VELOCITY AND QUANTITY.....	5
GROUNDWATER QUALITY.....	6
Regional Groundwater Quality.....	6
Local Groundwater Quality.....	6
city of Mayville Water Supply System.....	6
DISCUSSION OF POTENTIAL FOR CONTAMINANT MOVEMENT FROM THE LANDFILL TO THE MAYVILLE WELL FIELD.....	7

LIST OF FIGURES

<u>Figure No.</u>	
1	Location Map
2	Regional Bedrock Geology Map
3	Regional Water Table Map
4	Total Head in the Sandstone Aquifer

LIST OF APPENDICES

Appendix

- A - City of Mayville Public Well Logs

INTRODUCTION

The purpose of this report is to provide a qualitative evaluation of the potential effects on the City of Mayville public water supply wells by the Superior Glacier Ridge Landfill. This report is being presented to the City of Mayville to evaluate the potential for any future effects the landfill may have on the City of Mayville Public wells. The information below is condensed from existing landfill reports, Wisconsin Geological and Natural History Survey reports, and from a review of the groundwater hydrology of the City of Mayville public water supply wells.

Superior Services, Inc. currently operates the 45.2 acre Superior Glacier Ridge Landfill (Figure 1). The landfill is licensed by the Wisconsin Department of Natural Resources (WDNR) and accepts non-hazardous municipal and commercial solid waste and non-hazardous special wastes. Superior has prepared a Feasibility Study for WDNR review for a 23 acre horizontal expansion to the current landfill. The originally permitted capacity (1986) of the Glacier Ridge Landfill was 3,885,000 cubic yards. The proposed vertical/horizontal expansion (1997) will provide an additional 2,278,500 cubic yards of capacity.

The landfill is equipped with 42 monitoring wells which are sampled for groundwater quality and/or groundwater elevation. The monitoring wells are spatially distributed around the landfill to provide lateral and vertical coverage around the landfill perimeter. In addition, landfill leachate and gas are also monitored to evaluate the performance of the landfill.

The following is a summary of the topography, surface water, geology, and hydrogeology in the vicinity of the landfill followed by a discussion of groundwater flow as it relates to the Superior Glacier Ridge Landfill and the City of Mayville Public Wells.

TOPOGRAPHY

The Superior Glacier Ridge Landfill property is located within the drumlin fields of southeastern Wisconsin. The drumlins were formed in an area of ground moraine, behind the terminal moraine of the Green Bay Ice Lobe of the Wisconsin Stage glaciation. Drumlins are typically composed of till containing various percentages of sand, silt and clay but may also contain sorted, stratified drift. Ground moraine material is chiefly lodgement till, or till deposited at the base of the glacier. The thickness of the glacial drift in this area is approximately 50 to 100 ft.

Ground surface elevations in the site vicinity range from approximately 1,150 ft MSL in the upland area southeast of the site and 1,050 ft MSL in the upland area northwest of the site to approximately 920 ft MSL in the wetland areas directly east of the site. The maximum elevation on-site is approximately 990 ft MSL. Regional topography is illustrated on Drawing F2 of the November 1995 Feasibility Report.

SURFACE WATER

The site is located within the Rock River drainage basin. Surface water in the site vicinity drains toward the north and east to intermittent streams which eventually empty into the east branch of the Rock River in Mayville. The Rock River flows toward the west discharging into the Horicon Marsh.

Surface water drains radially away from the existing and proposed horizontal and vertical expansion into the east and west wetlands. These wetlands are predominantly surface water fed and are connected to the groundwater during periods of high groundwater, mainly early spring and early fall. Many changes have occurred to the surface water drainage and the wetlands in the area. A quantitative analysis of the incremental effects that the surface water changes have had on the east and west wetland was performed as part of the NR 103 Practical Alternatives Report in Appendix B of the 1995 Feasibility Report.

The east wetland has been cultivated for the last 20 years but was not cultivated in 1995 to the present and is fed from surface water runoff from the Superior Glacier Ridge Landfill, the LGRI Landfill, and the drumlin further to the east of the landfill area. A drainage ditch system for the east wetland drains north and flows under the railroad tracks off the Superior Glacier Ridge Landfill property. This drainage system eventually discharges into the eastern branch of the Rock River.

The west wetland is fed from surface water runoff from the Superior Glacier Ridge Landfill and the drumlin located west of CTH V. A farm drainage ditch currently exists in the west wetland that runs from approximately the middle of the open wetland, to the north, where it ends in a bank. This ditch was dredged by the land owners in the 1940's for the purpose of dewatering the adjacent farm land. This farm ditch is merely part of the wetlands. A wetland enhancement plan has been proposed, and is contained in Appendix E of the 1995 Feasibility Report.

REGIONAL GEOLOGY

The proposed horizontal expansion of the existing Superior Glacier Ridge Landfill will be developed on a drumlin composed primarily of dense silty sand (SM) and sandy silt (ML). Lenses of silt (ML), silty clay (CL-ML), and gravel and sand (GM-GP/SM-SP) are also present within the drumlin. Subsoils beneath the lowland area east of the drumlin consist of approximately 5 to 8 ft of peat (PT) underlain by organic silt. Lowland subsurface conditions to the west of the drumlin are probably similar to the lowland to the east of the drumlin.

The bedrock unit directly underlying the glacial drift at the Superior Glacier Ridge Landfill is the Ordovician Age Maquoketa Shale (Figure 2). The Maquoketa formation, blue-gray dolomitic shale, is considered to be a regional aquitard. An aquitard is a layer of rock which does not yield significant quantities of water to a well and severely limits groundwater movement through it.

The Maquoketa shale is sequentially underlain by the Sinipee Group (Galena, Decorah and Platteville dolomite formations); Ancell Group (St. Peter Sandstone); Prairie du Chien Group (Prairie du Chien Dolomite); and Cambrian System (Cambrian sandstones). The precambrian basement, a complex of igneous and metamorphic rocks, forms an impermeable base to the above sequence.

Well construction reports for twelve nearby private water supply wells located within 0.5 mi. of the site boundaries were obtained and are included in Appendix F of the 1995 Feasibility Report. Well locations are shown on Drawing F2 of the 1995 Feasibility Report. Based on review of these logs, the top of the Maquoketa shale in the site vicinity ranges from a depth of 30 feet to 86 feet below ground surface. The shale thickness ranges from approximately 110 ft to approximately 145 ft in local private wells. The St. Peter sandstone was encountered at a depth of 397 ft (approximate elevation: 550 ft MSL) at Well C.

SITE-SPECIFIC GEOLOGY

Unconsolidated Geologic Deposits

The subsurface investigation at the site indicates that the predominant soil types encountered are the Neda, St. Charles, and Theresa soils. These deep soils are well drained and are moderately permeable to moderately slowly permeable.

Subsoils beneath the proposed landfill expansion generally consist of silty sand and sandy silt glacial till interbedded with discontinuous layers of silt, sand, clay, and sand and gravel. The total thickness of unconsolidated materials above bedrock ranges from approximately 35 ft in the northeast area of the expansion to greater than 70 ft along the crest of the expansion area. A detailed description of the subsoils encountered on the site is included on the geologic cross sections on the boring logs contained in the 1995 Feasibility Report.

The silty sand/sandy silt glacial till is the predominant unit encountered beneath the site. Twenty-one grain-size analyses were performed on samples of the till deposit. The silt and clay size content of the till deposit ranges from 9% to 86%. Clay content ranges from 4% to 38%. Gravel content ranges from 0 to 43%. The P200 content of sand and gravel or silty layers within the till deposit may vary.

Falling-head permeability tests indicate hydraulic conductivity values range from 5.5×10^{-5} cm/s in a lean clay to 4.2×10^{-7} cm/s in a silty sand and gravel unit. Geotechnical laboratory results are in Appendix N of the 1995 Feasibility Report.

Bedrock Geology

Blue-gray clay (highly weathered shale) was encountered at depths of 35 ft (elevation 899 ft MSL) to 55 ft (elevation 901 ft MSL) at five borings across the site. The Maquoketa formation, a blue-gray dolomitic shale, underlies the glacial till on-site at elevations ranging from 878 ft to 904 ft MSL.

These borings show that the Maquoketa Shale is continuous beneath the Landfill. In addition, the regional geologic map (Figure 2) shows that the Maquoketa Shale is continuous between the landfill and the City of Mayville. However, based on a review of four available borehole logs for the City of Mayville Public Wells, only two of the four logs indicated the presence of the Maquoketa Shale. It is likely that the Maquoketa Shale has been partially eroded in the vicinity of the City. The logs indicating the presence of Maquoketa Shale are closest to the Landfill (Wells 2 and 5).

HYDROGEOLOGY

Regional Hydrogeology

The water table surface in the vicinity of the landfill is present in the glacial deposits. The water table surface is generally shallow and typically reflects the land surface topography. Depth to groundwater varies according to location. Depths to water on the drumlin are greater than in lowland areas which have water tables near the ground surface. Shallow groundwater within the unconsolidated glacial materials and shallow bedrock generally discharges to wetland areas, streams and rivers. Groundwater recharge generally occurs within the upland areas (drumlins).

The proposed expansion area is located on the western edge of a groundwater trough. Regional groundwater flow is toward the trough from a groundwater high associated with a drumlin located west of the site in Sections 33 and 34, T12N, R16E; and from a groundwater high associated with another drumlin located southeast of the site in Sections 8, 9, 16, and 17, T11N, R16E (Figure 3). Groundwater within the trough flows toward the north and northwest and discharges into the east branch of the Rock River and Horicon Marsh.

The principle bedrock aquifer in the area of the City of Mayville and the Landfill is the Galena-Platteville aquifer. However, some private wells in the vicinity of the Landfill are completed at the base of the overlying Maquoketa shale. Water in the dolomite occurs primarily in fractures, and well yields may be variable. The Galena-Platteville aquifer is confined in the area of the landfill where overlain by the Maquoketa shale. The sandstone

aquifer, underlying the Galena-Platteville aquifer is the principal source of water for municipal (City of Mayville) and industrial supply wells. Based on potentiometric head map (Figure 4), located in "Groundwater Resources and Geology of Dodge County, Wisconsin" (U.S. Geological Survey Information Circular 44, 1983), groundwater flow within the sandstone flows to the southwest beneath the City of Mayville and the Landfill. Therefore, the City of Mayville Public Water Supply Wells are upgradient of the Landfill.

Site-Specific Hydrogeology

Water level monitoring data from June 15, 1994 and November 14, 1994 were used to prepare "High" and "Low" water table maps. These maps are presented in the 1995 Feasibility Report. These maps show that groundwater flows radially away from the expansion area in all directions under existing site conditions. Depth to groundwater from ground surface varies from approximately 40 ft on top of the drumlin to near ground surface in the lowland areas west and east of the drumlin.

The water table elevation within the unexcavated northern portion of the drumlin is currently above the surrounding lowlands. Removal of the unconsolidated material during construction of the expansion phases will cause the water table to be naturally lowered to an elevation consistent with the water table elevations on the east and west sides of the drumlin. The presence of the landfill liner will eliminate recharge and, therefore, further decrease the water table elevation beneath the Landfill expansion area.

GROUNDWATER FLOW VELOCITY AND QUANTITY

Horizontal groundwater flow velocity estimates for the granular sediments are presented in Table 6-4 of the 1995 Feasibility Report. The estimates were calculated assuming homogeneous and isotropic material using the equation:

$$V = \frac{Ki}{n}$$

where V = Velocity (cm/s)
K = Hydraulic conductivity (cm/s)
i = Horizontal gradient (unitless)
n = Effective porosity (unitless)

Hydraulic conductivity values used in these calculations are based on values determined from baildown testing. Effective porosity values are estimates based on values presented by Driscoll (1986). Horizontal gradients were determined for each well based on the position of its screened interval. Horizontal gradients were measured off of the high water table map (Drawing F8 of the 1995 Feasibility Report).

This analysis indicated that groundwater flow velocities range from 3.89×10^{-7} cm/s (0.001 ft/d) to 1.82×10^{-3} cm/s (5.15 ft/d). The geometric mean of the flow velocities is 2.45×10^{-4} cm/s (0.69 ft/d).

GROUNDWATER QUALITY

Regional Groundwater Quality

Groundwater in the region is generally of good quality and is suitable for most uses. The water is typically hard with locally high concentrations of iron and manganese. Naturally occurring concentrations of iron and manganese commonly exceed the water quality standards established in NR 140 of the State of Wisconsin Administrative Code.

Local Groundwater Quality

General water quality parameters values are typically within the range of regional groundwater. Iron and manganese concentrations from many site monitoring wells have exceeded the NR 140 Preventive Action Limits (PALs), but remain within the range of regional groundwater quality data. Concentrations of several NR 508, Table 2 public health parameters exceeded the NR 140 PALs. Most of the exceedances occurred in early rounds of sampling and subsequent groundwater quality data shows concentrations were below established PALs, were not detected, or are a natural component of local groundwater. Concentrations of several VOCs have historically exceeded both the PAL and ES in samples from wells located near the closed LGRI Landfill and the result of migration from the LGRI Landfill. Groundwater quality results are summarized in the "Groundwater Monitoring Plan of Operation Approval Modification" submitted in December 1994 and in the "Addendum No. 1 to Groundwater Monitoring Plan of Operation Approval Modification" submitted in March 1995.

City of Mayville Water Supply System

The public water supply for the City of Mayville is provided by five municipal water supply wells. The well logs for wells 2 through 5 were available from the Wisconsin Geological and Natural History Survey and are attached to this report. The log for well 1 was not available. The City of Mayville wells are cased and sealed into the underlying sandstone aquifer. The depths of the well casings range from 208 ft to 247 ft below ground surface. Below these depths, the wells are open to the ends of the boreholes. The borehole depths range from 794 ft to 800 ft below ground surface. The portion of the boreholes between the end of the casing and the end of the boreholes is open to collect groundwater.

DISCUSSION OF POTENTIAL FOR CONTAMINANT MOVEMENT FROM THE LANDFILL TO THE MAYVILLE WELL FIELD

Several factors have been evaluated in assessing potential impacts to the City of Mayville Public Wells by the Superior Glacier Ridge Landfill. These factors are identified and discussed below:

1. Lateral and vertical separation: The closest of the five City of Mayville public wells is approximately 1,500 feet from the landfill (Figure 1). The available well construction logs indicate that the City of Mayville wells are cased (sealed) to 208 feet (or greater) below ground surface
2. Shallow groundwater flow: Groundwater flow in the immediate vicinity of the landfill is radial from the landfill to the surrounding wetlands which serve as a discharge point for much of the groundwater above the Maquoketa Shale. Groundwater flow in this surficial, sand and gravel eventually flow to the north and discharges to the Rock River drainage basin (Figure 3).
3. Separation of aquifers: The City of Mayville wells draw groundwater from a deep aquifer separated from the shallow groundwater by the Maquoketa Shale Formation. This formation consists of more than 100 ft of low permeability shale and is present at City of Mayville Wells 2 and 5). In addition, the surface of the Maquoketa Shale is weathered to a very low permeability clay which serves as a barrier to the downward movement of groundwater and groundwater contaminants. Regional data and city well logs show that the Maquoketa Shale separates and protects the deeper groundwater from the shallow aquifer which exists at the landfill.
4. City water supply: Groundwater used by the City of Mayville public wells (> 200 feet below ground) is from the aquifers below the Maquoketa Shale, including the Galena-Platteville Dolomite Aquifer. Based on potentiometric head map (Figure 2), located in "Groundwater Resources and Geology of Dodge County, Wisconsin" (U.S. Geological Survey Information Circular 44, 1983), groundwater flow within the sandstone flows to the southwest beneath the City of Mayville. The City wells are upgradient of the landfill in relation to the sandstone aquifer. No potentiometric head map is available for the Galena-Platteville dolomite. However, it is likely similar to the sandstone aquifer where confined by the overlying shale.
5. Engineering controls: The existing and proposed portions of the Landfill are designed with a liner to collect liquids from within the landfill. This liner consists of a geomembrane (plastic) liner and a four foot compacted clay liner which meets or exceeds WDNR requirements. Leachate is collected by a drainage blanket above the geomembrane and removed from the landfill through leachate collection lines.

6. Monitoring devices: A collection lysimeter is placed beneath the subbase of each phase of the landfill to monitor for potential liner leakage. The landfill is also surrounded by monitoring wells which are screened across the water table and at lower elevations within the sand and gravel aquifer. These devices would provide an early warning of any leakage from the landfill. If remedial measures were ever required due to shallow groundwater contamination, the remediation would be taken based on WDNR code requirements.

Based on the information presented above, the location and engineering design of the Superior Glacier Ridge Landfill does not pose a threat to the groundwater quality in the vicinity of the City of Mayville public water supply wells.

TJK/vlr/KJQ/VJR
\\MAD1_SERVER1\Main\jobs\1242\051\23\wp\rpt\97_super.doc
1242051.23090230-MD

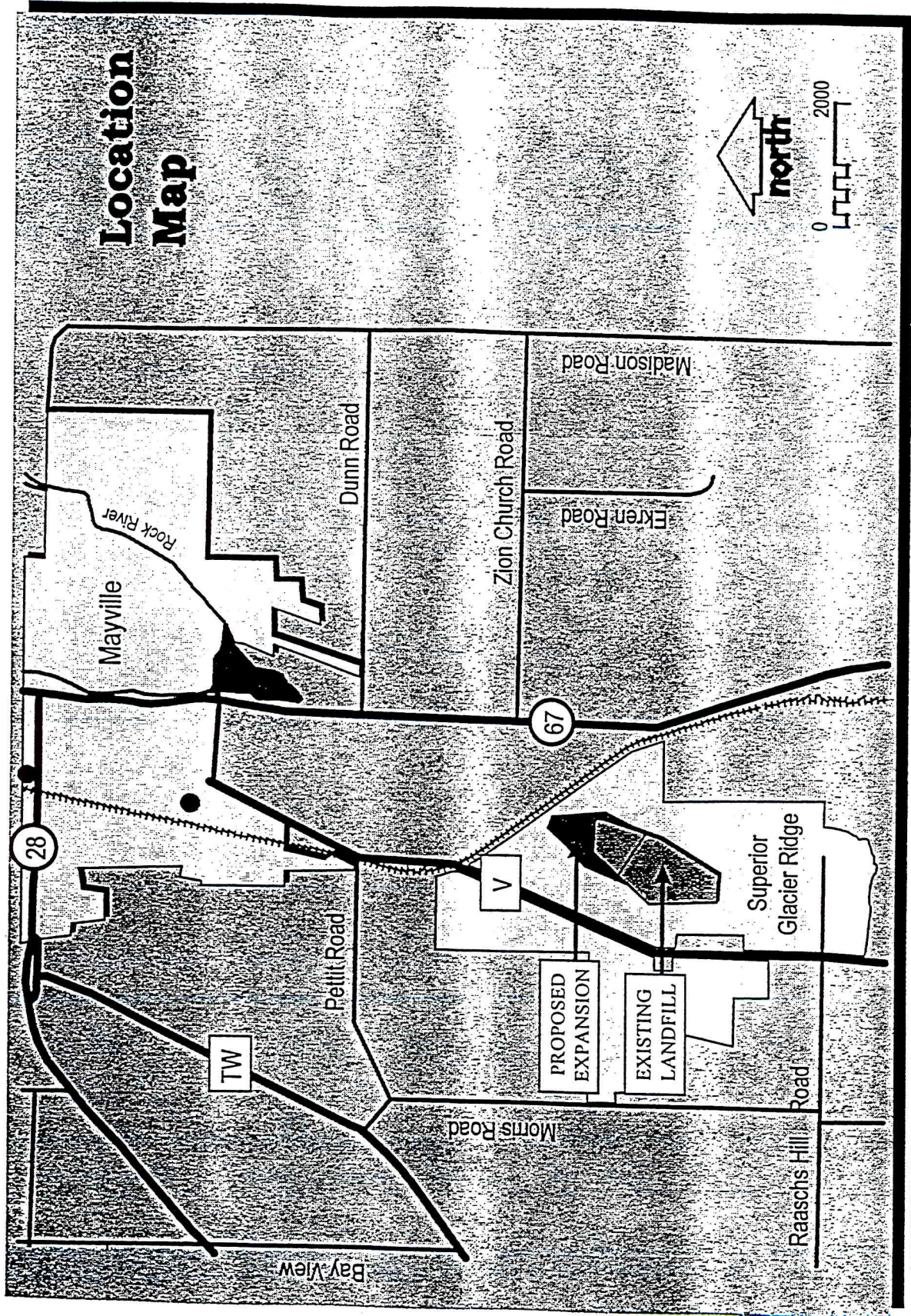


FIGURE 1



MONTGOMERY WATSON

89°00'

R. 13 E.

88°45'

R. 14 E.

R. 15 E.

R. 16 E.

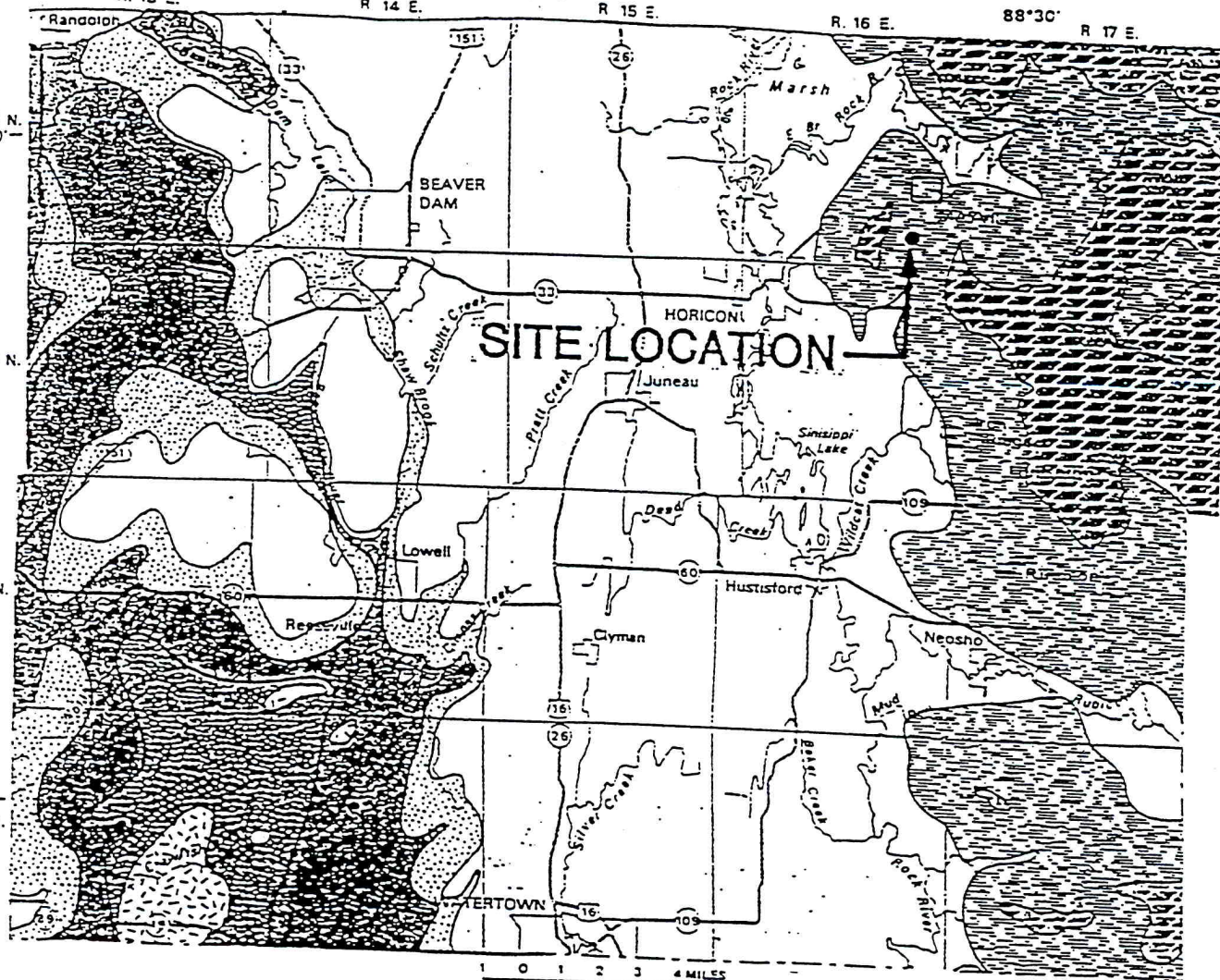
88°30'

R. 17 E.

T. 12 N.
42°30'

T. 11 N.

T. 10 N.

42°15'
T. 9 N.

EXPLANATION

Contact
Dashed where approximate

Dolomite, undifferentiated
Massive cherty dolomite, and
silty, shaly dolomite

Maquoketa shale
Shale and shaly dolomite

Galena, Decorah, and Platteville
Formations, undifferentiated
Cherty dolomite

SILURIAN

ORDOVICIAN

St. Peter Sandstone
Mostly sandstone.

Prairie du Chien Group
Mostly dolomite

Trempealeau Formation and
Franconia, Galesville, Eau Claire,
and Mount Simon Sandstones,
undifferentiated.
Mostly sandstone, some shale,
siltstone, and dolomite

Crystalline rock

ORDOVICIAN

CAMBRIAN

PRE-CAMBRIAN

north

NOTE

BASE MAP DEVELOPED FROM FIGURE 2, BEDROCK GEOLOGY, P. 4, INFORMATION CIRCULAR NUMBER 44, GROUND-WATER RESOURCES AND GEOLOGY OF DODGE COUNTY, WISCONSIN BY R.W. DEVAUL, C.A. HARR, AND J.J. SCHILLER, UNIVERSITY OF WISCONSIN EXTENSION, GEOLOGICAL AND NATURAL HISTORY SURVEY.

Developed By: TJK

Drawn By: LCL

Approved By: J. Kammert

Date: 9.22.94

Reference:

Revisions:

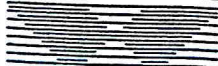
REGIONAL BEDROCK GEOLOGY MAP

INITIAL SITE REPORT
HORIZONTAL AND VERTICAL EXPANSION
HECHIMOVICH SANITARY LANDFILL
TOWN OF WILLIAMSTOWN,
DODGE COUNTY, WISCONSIN

Drawing Number

10022701 A2

WARZYN



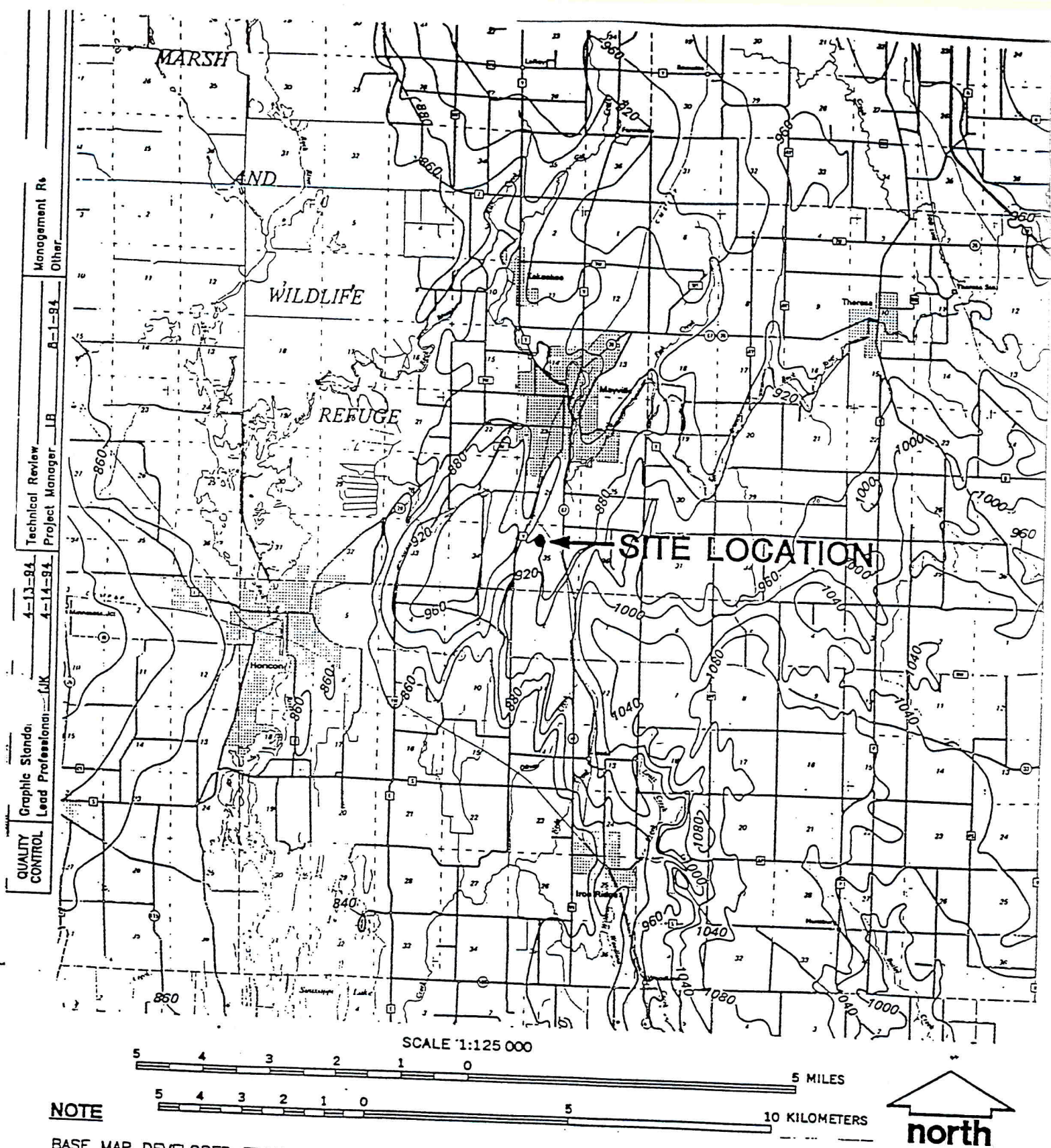
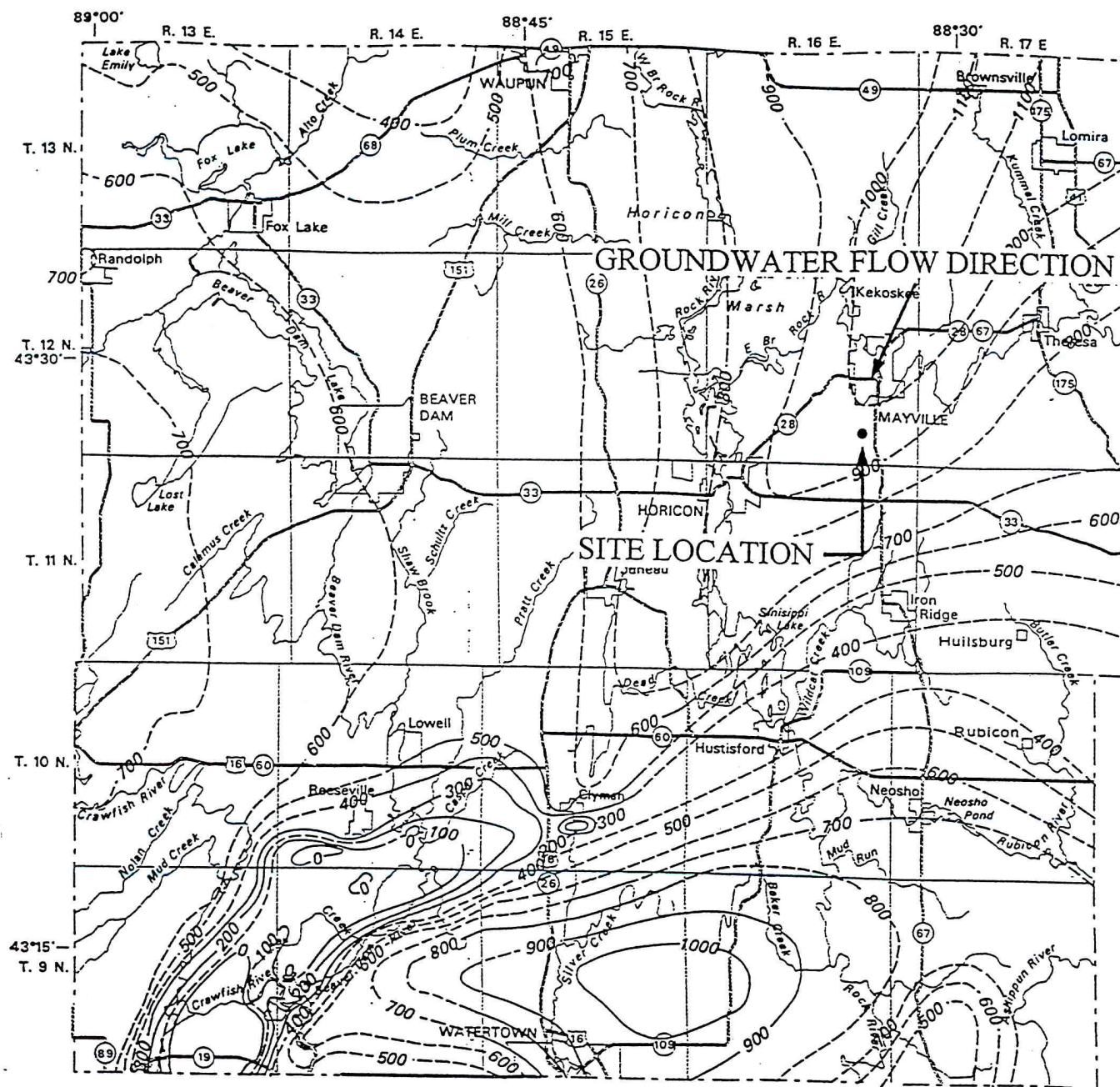


FIGURE 3

Developed By: TJK	Drawn By: LCL	REGIONAL WATER TABLE MAP INITIAL SITE REPORT HORIZONTAL AND VERTICAL EXPANSION HECHIMOVICH SANITARY LANDFILL TOWN OF WILLIAMSTOWN, DODGE COUNTY, WISCONSIN	Drawing Number 10022701 A4
Approved By: <i>V. Ranguette</i>	Date: 9.22.94		
Reference:			
Revisions:			

WARZYN INC.



0 1 2 3 4 MILES
1 0 1 2 3 4 5 KILOMETERS

EXPLANATION

—500—
Line of equal total head in the
Sandstone aquifer.
Dashed where approximate.
Contour interval 100 feet.

NOTE

TOTAL HEAD IN THE SANDSTONE AQUIFER
Developed from Figure 16, Total Head in the Sandstone Aquifer, Information Circular Number 44, Groundwater Resources and Geology of Dodge County, Wisconsin by R.W. Devaul, C.A. Harr, and J.J. Schiller, University of Wisconsin Extension, Geological and Natural History Survey, June 1983.

FIGURE 4

A

CITY OF MAYVILLE PUBLIC WELL LOGS

CITY WELL NO. 2, MAYVILLE, WIS.

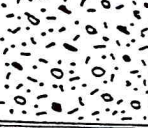


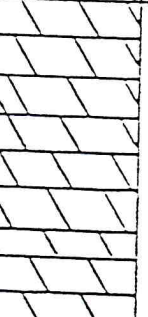


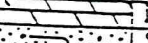
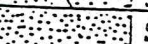
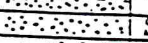


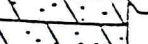
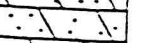

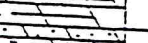

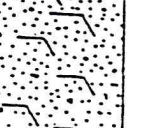







Layne-Northwest Co., 1938

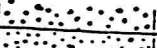

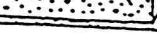
Samples examined by F. T. Thwaites, Nos. 100384-100534

SW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$, sec. 23, T12N, R16E

altitude = 920' ETM

electrical resistance & gamma logs run 5-10-71

0-55	55		Glacial till, gray, stony	
55-185	130		Shale, blue-gray, dolomitic	16" drive pipe
185-210	25		Dolomite, light gray to gray	12" pipe grouted
210-345	135		Dolomite, light gray	104 152" hole
345-360	15		Dolomite, blue-gray and gray	230
360-400	40		Dolomite, light gray	
400-410	10		Dolomite, gray, blue spots	
410-420	10		Sandstone, fine to medium, dolomitic, pyritic	
420-440	20		Sandstone, silty to medium, dark gray	
440-450	10		Sandstone, fine to medium, light gray	
450-470	20		Sandstone, medium, light gray to pink	
470-475	5		Shale, brown and red	
475-485	10		Conglomerate, chert pebbles, ss, coarse, gy.	
485-535	50		Dolomite, light gray, silty, glauconitic	
535-550	15		Dolomite, light gray, sandy, glauc; shale, gn.	
550-560	10		Dolomite, light gray, very sandy, glauc.	
560-640	80		Sandstone, fine to medium, light gray, dolomitic	
640-645	5		Sandstone, fine, green, gray, pink, dol, glauc.	
645-655	10		Sandstone, fine to coarse, lt. gray, dol.	
655-675	20		Sandstone, medium to coarse, white	
675-695	20		Sandstone, fine to coarse, white	
695-710	15		Sandstone, medium to fine, white	
710-730	20		Sandstone, medium to fine, white, some dol.	
730-750	30		Sandstone, medium, white	

15	760-770	10		Sandstone, fine to medium, white
	770-792	22		Sandstone, fine to medium, light gray, dol.
24	792-794	2		Sandstone, very fine, pink, dolomitic

Locations: Drift; Richmond (Maquoketa); Galena-Platteville (Black River) (includes Decorah);
Peter; Trempealeau; Dresbach (Galesville); Eau Claire

County Dodge City Mayville Sec. 23 T12N R16E S25W, SW, NE, Sec 23. 06-45

TO THE WISCONSIN STATE BOARD OF HEALTH,
WELL DRILLING DIVISION, MADISON, WIS.
WELL LOG, PREMISES DIAGRAM, and REPORT

For Official Record of the Board.
(TO BE USED FOR THAT PURPOSE ONLY)

Owner City of Mayville Driller Layne Northwest Co.
(If a joint venture give name of responsible official. Also name of each individual holding an interest. Use a separate sheet and attach hereto.)
Address Mayville Address 709 North 11th St.
(City, village, township, county) Mayville, Wis.
Date of Report May 23 1938

Give below the location of the property on which well is drilled. Registration No. 29
If incorporated village or city: _____
If unincorporated hamlet: _____
If Lake Shore Plat: _____
If Farm: _____
If School: _____
If other public building: _____
Miscellaneous: _____

WELL LOG and REPORT

Screens, Seals, Grouts, etc.	Well Diagram (Each vertical line equals 1')	Kind of Casing, liner, shoe, etc. (Each horizontal line equals 5')	Formations State if dry or water bearing	Record of FINAL Pumping Test
Concrete Grout Pumped up from bottom between 12" & 16" pipes		16" O.D. Steel Pipe to 194' with Forged Steel Drive Shoe Attached 230' of W.I. 12" I.D. inner casing.	30 Gravel 55 Sand & Gravel Blue Shale Hard Limestone Soft Brown Sandstone Hard limestone Sandy Lime Sandstone	Duration of test: 12 Hours Pumping Rate: G. P. M. 335 Depth of pump in well: Ft. 150 Standing water-level (from surface): Ft. 52 Water level when pumping: Ft. 172 Water. End of test. Check: Clear <input checked="" type="checkbox"/> Cloudy <input type="checkbox"/> Turbid <input type="checkbox"/> Was well sterilized before test? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Date: _____ To which Laboratory was sample sent? <u>Madison</u> Date: _____ Was the well sealed on completion? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> How high did you leave casing above grade? <u>5'-6"</u> Well was completed: <u>Feb. 12</u> 19 <u>38</u> Well Driller: <u>Layne Northwest Co.</u> Signature: <u>W. E. Smith</u>

CITY WELL NO. 3, MAYVILLE, WIS.

Dg-48

SW₁₄, NE₁₄, NE₁₄, Sec. 23, T.12N, R.16E.

Jerry Donohue Engineering Co., Engineers, 1949

Layne-Northwest Co., Contractors

Samples examined by P. T. Howaites, Nos. 143697-143855

Alt. = 910'

	0-10	10		Till, gray, top weathered	
	10-45	35		Gravel, sandy	20" pipe
	45-60	15		Gravel, part stony, coarse, rest sandy	
	60-75	15		Sand, medium to coarse, light gray	
	75-90	15		Gravel, fine, stony	74 water
	90-95	5		Gravel, very sandy	
	95-100	5		Sand, medium to coarse, light gray	
	100-120	20		Till, sandy, light gray, dolomitic	12" g.w. pipe
	120-130	10		Sand, medium to coarse, light gray	cemented
	130-140	10		Sand, medium to very coarse, silty, gray	
	140-145	5		Sand, fine to medium, light gray	
	145-185	40		Till, sandy, dolomitic, gray	
200	185-200	15		Sand, medium to coarse, light gray	
	200-295	95		Dolomite, light gray	198
					17" hole
					247
	295-305	10		Dolomite, gray	
	305-350	45		Dolomite, light gray, some gray, blue-gray	
	350-365	15		Dolomite, blue-gray, gray spots	12" hole
	365-425	60		Dolomite, light gray	
245	425-435	10		Sandstone, medium to fine, gray, dolomitic	
	435-445	10		Sandstone, medium to fine, light gray, dol.	
	445-450	5		Sandstone, medium to fine, light pink	
	450-470	20		Sandstone, fine to medium, light gray	
	470-480	10		Sandstone, fine to medium, light pink	
	480-490	10		Sandstone, fine to medium, light gray	
	490-510	20		Sandstone, fine to medium, light pink, dol.	
	510-515	5		Sandstone, fine to medium, light gray	
	515-535	20		Sandstone, fine to medium, pink	
	535-545	10		Sandstone, fine to medium, light gray	
110	545-550	5		Sandstone, medium to fine, light gray	
	550-555	5		Conglomerate, pebbles, chert in sandstone, pink	
15	555-560	5		Shale, red, dolomitic	
	560-570	10		Dolomite, light gray	
	570-640	70		Sandstone, fine to medium, light gray, some quartzitic layers	
30	640-650	10		Sandstone, fine, silty, light gray, dolomitic	
	650-655	5		Siltstone, light pink, dolomitic	
	655-660	5		Sandstone, med. to coarse, lt. gray, dolomitic	
	660-680	20		Sandstone, fine to medium, light gray, white	
	680-685	5		Sandstone, fine to medium, light gray, white	
	685-700	15		Sandstone, fine to medium, light gray, hard	
	700-705	5		Sandstone, medium to fine, white	
	705-715	10		Sandstone, fine to medium, light gray	
	715-725	10		Sandstone, medium to fine, white	
	725-735	10		Sandstone, fine, light gray	
	735-760	25		Sandstone, medium to fine, white	

Mayville, p. 2

10	750-770	10	Sandstone, fine to medium, light gray
25	770-795	25	Sandstone, fine to medium, light gray, dol.

ations: Drift; Galena-platteville; St. Peter; Trempealeau; Franconia; Drestach (Galesville)
 au Claire

ated 24 hours at 581 g.p.m. specific capacity = 5.0 g.p.m./ft.

Corrected total depth = 797

WELL CONSTRUCTOR'S REPORT TO WISCONSIN STATE BOARD OF HEALTH
See Instructions on Reverse Side

April 29, 1949,

06-46

1. County Dodge Town ☐ Village ☐ City ☐ Mavville
NE, NE, Sec 23 Check one and give name
2. Location approximately one block North of the railroad station
Name of street and number of premise or Section, Town and Range numbers
12N R16E

3. Owner ☒ or Agent ☐ City of Mavville
Name of individual, partnership or firm

4. Mail Address Mavville, Wisconsin
Complete address required

5. From well to nearest: Building _____ ft; sewer _____ ft; drain _____ ft; septic tank _____ ft;
dry well or filter bed _____ ft; abandoned well _____ ft.

6. Well is intended to supply water for: municipal use

7. DRILLHOLE:

Dia. (in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)
20	0	198	12	247	797
17	198	247			

8. CASING AND LINER PIPE OR CURBING:

Dia. (in.)	Kind	From (ft.)	To (ft.)
20"	O.D steel surface		198
12"	GW liner surface		247

9. GROUT:

Kind	From (ft.)	To (ft.)
Neat cement surface		247

11. MISCELLANEOUS DATA:

Yield test: 24 Hrs. at 581 GPM.

Depth from surface to water-level: 74 ft.

Water-level when pumping: 190 ft.

Water sample was sent to the state laboratory at:

Madison on 3/19/49
City

Signature Layne Northesh Co. 5025 West Martin Drive, Milwaukee 13, Wis. Permit #29
Registered Well Driller
Please do not write in space below Complete Mail Address

RECEIVED

APR 30 1949

BUREAU
SAN. ENG.

10. FORMATIONS:

Kind	From (ft.)	To (ft.)
Clay, sand, gravel and boulders	0	65
Sandy lime, sand and gravel	65	80
Clay	80	89
Sandy clay, sand & gravel	89	113
Clay and boulders	113	142
Sandy clay	142	177
Shale	177	184
Sand, gravel, shale & limestone	184	205
Hard limestone	205	428
Sandstone	428	550
Red shale	550	560
Streaks of shale and sandstone	560	570

Construction of the well was completed on:
Sandstone 570 797

March 19, 1949 19

The well is terminated approx. 18 inches
☒ above, below ☐ the permanent ground surface.

Was the well disinfected upon completion?

Yes yes No _____

Was the well sealed watertight upon completion?

Yes yes No _____

Rec'd _____ No _____

Ans'd _____

Interpretation _____

10 ml 10 ml 10 ml 10 ml 10 ml

Gas—24 hrs. _____

48 hrs. _____

Confirm _____

B. Coli _____

Examiner _____

Mayville Well #4, Mayville, Wis.

SW, NE, SW, Sec. 14, T 12N, R 16E

Layne-Northwest, Driller - Dec., 1964

Sample Nos. 252768-252927, Examined by M.E. Ostrom - Mar., 1965

0-5	5	St, lt rd bn, Si, P, tr snd, dol, fn gvl, cl	+1'10"
5-10	5	St, Vlt vl bn, Dolc: P, mch cl, snd, Vfn, fn gvl	48" Hole
10-15	5	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, st, tr Vfn	10'
15-25	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, st, cl	
25-35	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, st, tr	
35-40	5	Snd, mxd, M, C, Sang, Psrtg, trfn, Vfn, VC, mch, Vfn, fn gvl	
40-45	5	Snd, mxd, M, C, Sang, Psrtg, tr fn, VC, mch, Vfn, fn gvl	
45-55	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, VC, mch, Vfn, fn gvl	50' Water Lvl.
55-65	10	Gvl, mxd, Vfn, fn, ang, Psrtg, tr, mch, snd, cl	
65-70	5	Cl, Vlt vl bn, Dolc: P, mch, snd, Vfn gvl	
70-80	10	Cl, Vlt vl bn, Dolc: P, mch, snd, tr Vfn, fn gvl	
80-85	5	Cl, Vlt vl bn, Dolc: P, mch, snd, tr Vfn, fn gvl	
85-90	5	Cl, Vlt vl bn, Dolc: P, mch, snd, Vfn, fn, Mgv	
90-100	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, cl, st	
100-105	5	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, tr Vfn, fn gvl	
105-110	5	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC	
110-120	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, tr Vfn, fn gvl	
120-130	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, cl, tr Vfn	18" Steel Pipe, 3/8"
130-145	15	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, cl	
145-150	5	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, cl	
150-160	10	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, VC, mch, cl	
160-175	15	Snd, mxd, M, C, Sang, Psrtg, tr fn, Vfn, mch, cl	
175-180	5	Cl, lt vl bn, Dolc: F, mch, snd	
180-185	5	Cl, lt vl bn, Dolc: F, tr, snd	
185-190	5	Cl, lt vl bn, mch, snd, st	
190-195	5	Snd, mxd, M, C, Ang, Psrtg, tr VC, mch, dol	
195-220	25	Dol, lt yl bn, M, fn, dns, tr C, tr pyr	208'4"
220-225	5	Dol, lt yl bn, M, fn, dns, tr C, mch, pyr	17 1/2" Hole
225-235	10	Dol, lt yl rd bn, M, fn, dns, tr C, tr pyr	12" Steel Pipe, 3/8"
235-250	15	Dol, lt yl rd bn, M, C, dns, tr pyr	
250-265	15	Dol, lt yl rd bn, M, C, dns, tr fn, tr pyr	243'10"
265-290	25	Dol, lt yl rd bn, M, fn, dns, tr C, tr pyr	
290-310	20	Dol, lt yl rd bn, M, C, dns, tr fn, mch, pyr, tr sh	12" Hole
310-350	40	Dol, lt yl bn, M, C, dns, tr fn, tr pyr, tr sh	

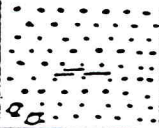
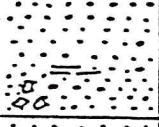
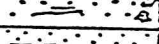
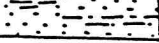
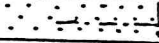
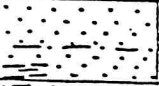
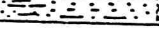
Mayville Well #4, Mayville, Wis.
Sample Nos. 252768-252927

Page 2 of 3

350-360	10		Dol, Mg-y, fn, M, dns, trC, mch sh, tr pyr
360-365	5		Dol, Mg-y, fn, M, dns, trC, mch sh, tr pyr
365-375	10		Dol, Mg-y bn, fn, M, dns, trC, mch sh, tr pyr
375-430	55		Dol, lt yl rd bn, fn, M, dns, tr sh, pyr
430-455	25		Ss, Vlt gry bn, M, C, Sang, Fsrtg, Dolc: F, mch pyr-cem
455-460	5		Ss, lt or, M, C, Sang, Fsrtg, Si: F
460-470	10		Ss, lt or, M, C, Sang, Fsrtg, Si: F, tr sh, tr Dolc-cem
470-475	5		Ss, lt or, M, C, Sang, Fsrtg, Si: F, tr sh, foss, tr Dolc-cem
475-485	10		Ss, lt or, M, C, Sang, Fsrtg, Calc, Dolc: F, tr fn, Vfn, tr si-pyr-cem, foss
485-495	10		Sh, mx; Si P, tr Ss
495-510	15		Dol, Vlt yl bn, fn, M, dns
510-515	5		Dol, Vlt vl bn, M, fn, dns, mch gn sh
515-520	5		Dol, Vlt vl bn, fn, M, dns, mch gn sh
520-525	5		Dol, lt vl rd bn, fn, M, dns, sugary, tr sh
525-535	10		Dol, lt vl rd bn, fn, M, dns
535-555	20		Dol, Vlt yl bn, M, C, dns, tr fn
555-560	5		Dol, M, yl rd bn, M, fn, dns, mch coals
560-580	20		No Sample
580-585	5		Ss, Vlt yl bn, M, C, Sang, Fsrtg, Dolc: P, trC, fn, tr pyr, sh
585-590	5		Ss, Vlt yl bn, M, C, Sang, Fsrtg, Dolc: P, trC, tr fn, tr sh
590-605	15		Ss, Vlt yl bn, M, fn, Sang, Fsrtg, Dolc: P, trC, Vfn, tr sh
605-620	15		Ss, Vlt yl bn, M, C, Sang, Fsrtg, Dolc, F, tr fn, Vfn,
620-625	5		Ss, Vlt vl bn, M, C, Sang, Fsrtg, Dolc, F, tr fn, Vfn, tr sh
625-635	10		Ss, Vlt vl bn, M, C, Sang, Fsrtg, Dolc, F, tr fn, Vfn, tr sh, tr pyr, tr cong
635-640	5		Ss, Vlt yl bn, M, C, Sang, Fsrtg, Dolc, F, tr fn, Vfn, tr sh, tr pyr, tr cong
640-645	5		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, F, tr fn, Vfn, tr sh, tr pyr, tr cong
645-655	10		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, Vfn, tr sh, tr pyr, tr cong
655-660	5		Ss, Vlt vl bn, M, C, Sang, Fsrtg, Dolc, G, tr fn, tr cong
660-675	15		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, tr cong, tr sh, pyr
675-680	5		Ss, Vlt vl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, tr cong
680-685	5		Ss, Vlt vl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, tr cong
685-690	5		Ss, Vlt vl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, tr cong
690-695	5		Ss, Vlt vl bn, M, C, Sang, Dolc, G, tr fn, tr cong, pyr

12" hole

Mayville Well #4, Mayville, Wisconsin

695-725	30		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, Vfn, tr cong, pyr, sh		
725-750	25		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, tr sh, glauc, pyr, cong		
750-760	10		Ss, Vlt yl bn, M, C, Sang, Psrtg, Dolc, G, tr fn, Vfn, glauc, pyr, cong		
760-770	10		Ss, Vlt rd bn, M, Srnd, Psrtg, Dolc, P, tr fn, Vfn, C, tr sh, sts		
770-780	10		Ss, Vlt rd bn, M, Srnd, Psrtg, Dolc, P, tr fn, Vfn, C, tr sts		
780-795	15		Ss, Vlt rd bn, M, Srnd, Psrtg, Dolc, P, tr fn, Vfn, C, tr sts, sh		
795-800	5		Ss, Vlt rd bn, M, Srnd, Psrtg, tr fn, Vfn, C, tr sts, sh		800'

Formations: Drift, Galena-Platteville, St. Peter, Prairie du Chien, Undetermined, Cambrian

Well tested for 2½ hrs. at 608 gpm with 42 feet of drawdown.
Specific capacity = 14.5 gpm per ft. of drawdown.

WELL CONSTRUCTOR'S REPORT TO WISCONSIN STATE BOARD OF HEALTH Vol 6 DG-130
See Instructions on Reverse Side

County Dodge County { Town ☐ Village ☐ City Mayville JAN 14 1965
Location SW¹, NE¹, SW¹, S-14, T-12N, Range 16E Check one and give name
Name of street and number of premise or Section, Town and Range numbers
Owner ☐ Village of Mayville SANTINNY ENGINEERING
Name of individual, partnership or firm
Mail Address Mayville, Wisconsin
Complete address required

5. From well to nearest: Building _____ ft; sewer _____ ft; drain _____ ft; septic tank _____ ft;
dry well or filter bed _____ ft; abandoned well _____ ft.

6. Well is intended to supply water for: Municipality

DRILLHOLE:

(in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)
3"	0	10'	7 1/2"	208' 4"	243' 10"
"	10'	208' 4"	12"	243' 10"	800'

CASING AND LINER PIPE OR CURBING:

(in.)	Kind and Weight	From (ft.)	To (ft.)
18"	Steel-3/8 Wall	1' 10"	208' 4"
2"	steel-3/8, prime	1' 10"	243' 10"

ROUT:

Kind	From (ft.)	To (ft.)
Best Cement between 48 & 18	0	10'
Best cement between 12 & 18	1' 10"	243' 10"

11. MISCELLANEOUS DATA:

1. d test: 2 1/2 Hrs. at 605 GPM.

2. Depth from surface to water-level: 50 ft.

3. Water-level when pumping: 92 ft.

4. Water sample was sent to the state laboratory at:
on installation of permanent pump.
City _____ on _____ 19____

10. FORMATIONS:

Kind	From (ft.)	To (ft.)
drifts, clay, boulders		
hardpan, some muddy		
sand streaks	0	205'
Limestone	205'	430'
Sandstone	430'	470'
Shale	470'	474'
Sandstone	474'	800'

Construction of the well was completed on:

December 1964

The well is terminated 20 inches
☒ above, below ☐ the permanent ground surface.

Was the well disinfected upon completion?

Yes ☒ No _____

Was the well sealed watertight upon completion?

Yes ☒ No _____

Signature T. E. Lecht
Registered Well Driller T. E. Lecht
Date 1/13/65

Layne-Northwest Company
6005 W. Martin Drive
Complete Mail Address
Milwaukee, Wisconsin 53213

1. _____ No. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

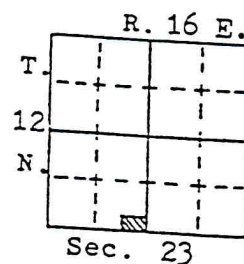
10 ml 10 ml 10 ml 10 ml 10 ml
Gas—24 hrs. _____
48 hrs. _____
Confirm _____
B. Coli _____
Examiner _____

Well name Mayville City Well #5

County: Dodge

Owner.... City of Mayville
Address... P.O. Box 273
Mayville, WI 53050
Driller... Milaeger Well and Pump Co.
Engineer... Donohue & Associates, Inc.
Sheboygan, Wisconsin

Completed... 1977
Field check.
Altitude.... 932'
Use..... Municipal
Static w.l.. 98'
Spec. cap... 4.4 GPM/ft



Drill Hole

Dia.	from	to	Dia.	from	to
2"	0	227'3"			
4"	227'3"	810'			

Quad. Mayville South 7 1/2'

Casing & Liner Pipe or Curbing

Dia.	Wgt. & Kind	from	to	Dia.	Wgt. & Kind	from	to
18"	Steel-3/8"-70#/ft.	0	199'8"				
12"	Steel-3/8"-50#/ft.	+1.5'	227'3"				

Drilling method: Cable Tool

Samples from 0 to 805' Rec'd: 6/24/77

Grout

Neat cement

from	to
0	227'3"

Studied by: Mary J. Hartman

Formations: Drift, Maquoketa Formation, Sinnipee Group, Glenwood Formation, St. Peter Sandstone (Tonti & Readstown Members), Prairie du Chien Group, Tunnel City Group, Wonec Formation, Eau Claire Formation.
Remarks: Well tested for 24 hours at 820 GPM with 185 feet of drawdown.
Driller reports total well depth of 810'.
Well is located on Fourth St. at the railroad tracks.

Issued: 5/21/84

LOG OF WELL:

Depths	Graphic Section	Rock Type	Color	Grain Size		Miscellaneous Characteristics
				Mode	Range	
0-5		Silt	Yl brown	—	—	Little gravel, calcareous clay. Trace sand, organic material.
5-10		Gravel	"	M oeb	Gran/L oeb	Dol, granite, trap. Mch sand, silt. Ltl calcs clay. Tr org mat.
10-15		Silt	Olive	—	—	Siliceous, Much black speckling, Trace gravel, sand.
15-20		"	Lt ol bn	—	—	Siliceous, Mch sand, bk speckling, Ltl gravel. Tr dolc clay.
20-25		"	"	—	—	Same.
25-30		Shale	Dk grv bn	—	—	Dolomitic, Much silt. Little gravel from above.
30-35		"	"	—	—	Dolomitic, Much silt. Trace gravel, sand.
35-40		Dolomite	Dark gray	M	Fn/M	Sugary, Trace gray shale, caved gravel.
40-45		"	"	"	"	Sugary, Trace pl vl mottling, pyrite, wh chert, caved gravel.
45-50		Shale	Gray	—	—	Dolomitic, Little silt. Trace dark gray pyritic dolomite.
50-55		"	"	—	—	Dolomitic, Little silt. Trace gray dolomite.
55-60		"	"	—	—	Same.
60-65		"	"	—	—	"
65-70		"	"	—	—	"
70-75		"	"	—	—	"
75-80		"	"	—	—	"
80-85		"	"	—	—	"
85-90		"	"	—	—	Same plus trace black speckling.
90-95		"	"	—	—	Dolomitic, Little silt.
95-100		"	"	—	—	Same plus trace gray pyritic dolomite.
100-105		"	"	—	—	Dolomitic, Little silt.
105-110		"	"	—	—	Same.
110-115		"	"	—	—	"
115-120		"	"	—	—	"
120-125		"	"	—	—	Same plus trace gray dolomite.
125-130		"	Olive gray	—	—	Same.
130-135		"	Dark gray	—	—	Dolomitic, Little black speckling.
135-140		"	Gray	—	—	Same.
140-145		"	"	—	—	"
145-150		"	"	—	—	"
150-155		"	"	—	—	"
155-160		"	"	—	—	Dolomitic, Trace black speckling.
						Dolomitic, Little black speckling, Trace pyrite.

Well name: Mayville City Well #5

Depths	Graphic Section	Rock Type	Color	Grain Size		Miscellaneous Characteristics
				Mode	Range	
160-165		Shale	Gray	—	—	Dolomitic. Little black speckling. Trace pyrite.
165-170		"	"	—	—	Same.
170-175		"	"	—	—	"
175-180		"	"	—	—	"
180-185		"	"	—	—	"
185-190		"	"	—	—	"
190-195		"	"	—	—	"
195-198		"	"	—	—	"
198-205		Dolomite	Gray brown	M	Fn/M	Same plus trace dark gray dolomite.
205-210		"	"	"	"	Trace pyritized fossil fragments, red speckling, white mottling.
210-215		"	"	"	"	Same plus trace gray shale.
215-220		"	"	"	"	Same.
220-225		"	"	"	"	"
225-230		"	"	"	"	"
230-235		"	"	"	"	"
235-240		"	"	"	"	Same but little gray shale.
240-245		"	"	"	"	Same.
245-250		"	"	"	"	Tr pyritized fossil frags, gray shale, red & bk spk'g, wh mottling.
250-255		"	Lt bn gray	"	"	Same.
255-260		"	"	"	"	Trace pyritized fossil fragments, gray shale.
260-265		"	"	"	"	Same.
265-270		"	"	"	"	Slightly limy, sugary. Few pyritized fossil frags. Tr gray shale.
270-275		"	"	"	"	Same.
275-280		"	"	"	"	"
280-285		"	"	"	"	"
285-290		"	"	"	"	"
290-295		"	"	"	"	"
295-300		"	"	"	"	"
300-305		"	"	"	"	"
305-310		"	"	"	"	Limy. Sugary. Few pyritized fossil fragments.
310-315		"	Pale brown	"	"	Same.
315-320		"	"	"	"	Sugary. Trace wh chert, pyrite, gray brown & on gray shale.
320-325		"	"	"	"	Sug. Tr wh chert (less than abv) pyritized fos frags, gray bn shale.
325-330		"	"	"	"	Same.
330-335		"	"	"	"	"
335-340		"	"	"	"	"
340-345		"	"	"	"	Slightly limy. Sug. Tr calc xls, pyritized fos frags, gray bn pyritic sh.
345-350		"	"	"	"	Same.
350-355		"	"	"	"	"
355-360		"	Lt bn gy to gy	"	"	Slightly sug. Few fos frags (conc in gray dol), Tr calc xls, on gray
360-365		"	"	"	"	Same plus trace pyrite.
365-370		"	Pale brown	"	"	Sug. Trace gray staining, pyrite, fossil fragments, brown shale.
370-375		"	"	"	"	Same.
375-380		"	"	"	"	Same plus trace vugs.
380-385		"	"	"	"	Slightly sug. Tr fossil frags, vugs, wh chert, pyrite, brown shale.
385-390		"	Lt bn gray	"	"	Trace gray staining from pyrite, brown pyritic shale.
390-395		"	"	"	"	Same.
395-400		"	Gray brown	"	"	Trace gray staining from pyrite.
400-405		"	Pale brown	"	"	Slightly sugary. Trace pyrite, gray bn pyritic shale, bk speckling.
405-410		"	"	"	"	Same plus trace fossil fragments.
410-415		"	"	"	"	Same.
415-420		"	Gray brown	"	"	Trace pyrite, gray brown shale, red speckling, fossil fragments.
420-425		"	"	"	"	Same.
425-430		Sandstone	Dark gray bn	M	Vfn/VC	Srnd, Mch v G calc & dol cem, Mny sec qtz grwths, Lt+1 pyr die
430-435		"	"	"	"	Same plus trace brown shale, in cem. Tr gray bn dol. mfc incl.
435-440		"	Gray	M/C	"	Srnd, Tr v G calc & dol cem, bn sh, pyr, pl bn dol. mfc incl. Mny
440-445		"	"	"	"	Same but rounded, sec qtz grwths, Mch frags.
445-450		"	"	"	"	Same.
450-455		"	"	"	"	"
455-460		"	"	"	"	"
460-465		"	"	"	"	Rnd. Tr v G calc & dol cem, pyr, wh dol, bn sh, mfc incl. Mny sec
465-470		"	Lt bn gray	"	"	Same but much frosting, qtz grwths, Lt+1 frags
470-475		"	"	"	"	Same.
475-480		"	"	"	"	"
480-485		"	Yl brown	"	"	Srnd. Tr v G dol cem, mfc incl. Mny sec qtz grwths, Mch frags.
485-490		"	"	"	"	Same. Poorly sorted. 75% of grains are pl

Name: Mayville City Well #5

pths	Graphic Section	Rock Type	Color	Grain Size		Miscellaneous Characteristics
				Mode	Range	
495-505		Sandstone	Yl brown	M	Vfn/VC	Srnd. Tr v G dol cem. mfc incl. Mnv sec atz grwths. Moh fros.
505-510		"	"	"	"	Same. Poorly srted. 75% of grns are pl or
510-515		"	"	"	"	Same plus trace zircon grains, brown shale.
515-520		"	"	"	"	Srnd. Mnv sec atz grwths. Moh fros. Tr ovr. mfc incl. Poorly
520-525		"	"	"	"	Same. srted. 75% of grns are pl or
525-530		"	"	"	"	Same plus trace very good dolomite cement.
530-535		"	Light gray	C	"	Rnd. Lt l v G sil cem. Mnv sec atz grwths. Moh fros. Tr arv sts
535-540		"	"	"	"	Same but subrounded. sec atz grwths. Moh fros.
540-545		"	V pl brown	"	"	Srnd. Tr v G sil cem. arv sts/sh. ovr. on arv sh. mfc incl. Mnv
545-550		Chert	White	"	"	Srnd. Moh v G sil cem. wh chert. fros. Mnv sec atz grwths. Tr arv
550-555		Dolomite	Pl to v pl bn	M	Fn/M	Moh arv ss as abv. Tr ovr. drsv quartz. atz ovr. mfc incl.
555-560		"	"	"	"	Trace calcite crystals, floating quartz sand, white chert, pyrite
560-565		"	"	"	"	Same.
565-570		Sandstone	lt bn gray	"	Vfn/VC	Trace wh chert, quartz sand (some flt), pyrite, on staining.
570-575		"	"	"	"	Srnd. Moh v G dol cem. Mnv sec atz grwths. Tr Fn clauc. wh arv
575-580		"	"	"	"	Same plus trace green gray shale.
580-585		"	Light gray	Fn/M	"	Sanc. Lt l v G dol cem. Tr Fn clauc. ovr. wh chert. mfc inclusions.
585-590		"	"	"	"	Sanc. Tr v G dol cem. on arv & bn sh. ovr. Fn clauc. zircon grns.
590-595		"	"	"	"	Same but Lt l v G dolomite cement, wh chert. drsv atz. mfc incl.
595-600		"	"	"	"	Same.
600-605		"	"	"	"	Sanc. Tr v G dol cem. Fn clauc. wh chert. ovr. pl on sh. mfc incl.
605-610		"	Pale brown	M	"	Srnd. Lt l v G dol & calc cem. Tr Fn clauc. ovr. wh chert. arv gr. mfc
610-615		"	V pl brown	Fn	"	Srnd. Tr v G dol & calc cem. Fn clauc. ovr. wh chert. zircon incl.
615-620		"	"	"	"	Same plus trace gray shale.
620-625		"	"	"	"	Srnd. Tr v G dol & calc cem. Fn clauc. ovr. wh chert. zircon incl.
625-630		"	"	"	"	Same. Tr & on arv sh. mfc incl. Mnv sec atz grwths.
630-635		"	Pale brown	"	"	Srnd. Lt l v G dol cem. Mnv sec atz grwths. Tr ovr. pl on sh. mfc incl.
635-640		"	V pl brown	M	"	Sanc. Moh v G dol & calc cem. Mnv sec atz grwths. Lt l Fn/M
640-645		"	"	"	"	See end of loc. grwths. Tr ovr. wh chert. pl on sh. mfc incl.
645-650		"	"	"	"	Srnd. Moh v G calc & dol cem. Mnv sec atz grwths. Tr ovr. on arv
650-655		"	Lt vl bn	Fn	"	See end of loc. sh. pl on sh. mfc incl. Mnv sec atz grwths.
655-660		"	Gray brown	"	"	Sanc. Moh v G dol & calc cem. Mnv sec atz grwths. Lt l Fn/M
660-665		"	Light gray	C	"	See end of loc. clauc. pl on sh. mfc incl. Mnv sec atz grwths.
665-670		"	"	"	"	Rnd. Tr v G dol cem. Fn clauc. ovr. zircon grns. wh sh. mfc incl.
670-675		"	"	"	"	Same plus trace gray shale.
675-680		"	"	"	"	Rnd. Tr v G dol cem. Fn clauc. ovr. zircon grns. wh sh. mfc incl.
680-685		"	"	"	"	Same but no zircon. Mnv sec atz grwths. Moh fros.
685-690		"	"	"	"	Rnd. Mnv sec atz grwths. Moh fros. Tr arv dol. Fn clauc. ovr. mfc
690-695		"	V pl brown	"	"	Same.
695-700		"	"	"	"	Rnd. Tr v G dol cem. Fn clauc. ovr. wh chert. pl on sh. mfc incl. Mnv
700-705		"	"	"	"	Same but no wh chert. pl on shale. sec atz grwths. Moh fros.
705-710		"	Light gray	"	"	Srnd. Tr v G dol cem. ovr. pl on sh. mfc incl. Mnv sec atz grwths.
710-715		"	"	"	"	Same.
715-720		"	"	"	"	Same plus trace white chert. incl. Mnv sec atz grwths. Moh fros.
720-725		"	"	"	"	Srnd. Tr v G dol cem. ovr. lt arv dol. on arv & wh sh. zircon & mfc
725-730		"	"	"	"	Rnd. Tr v G dol cem. ovr. lt arv dol. mfc incl. Mnv sec atz grwths.
730-735		"	"	"	"	Same plus trace zircon grains.
735-740		"	"	"	"	Same.
740-745		"	"	"	"	"
745-750		"	"	"	"	Same but no dolomite. sec atz grwths. Moh lt fros.
750-755		"	White	M/C	"	Wl rnd. Tr v G dol cem. ovr. zircon grns. on arv sh. mfc incl. Mnv
755-760		"	"	"	"	Wl rnd. Mnv sec atz grwths. Moh lt fros. Tr arv arv dol. mfc incl.
760-765		"	"	"	"	Same plus trace white chert.
765-770		"	"	"	"	Same.
770-775		"	"	"	"	"
775-780		"	"	"	"	"
780-785		"	Light gray	M	"	Rnd. Lt l P to v G dol cem. fros. Mnv sec atz grwths. Tr arv lt
785-790		"	"	"	"	Same but dolomite is pink. ovr. lt arv dol. mfc incl.
790-795		"	"	"	"	Rnd. Lt l P to v G dol cem. Mnv sec atz grwths. Moh lt fros. Tr
795-800		"	"	"	"	See end of loc. Mnv sec atz grwths. Moh lt fros. Tr
800-805		"	Pale brown	Fn	"	Subrounded. Much very good dolomite & calcite cement. Trace

END OF LOG

1 name: Mayville City Well #5

[illegible]

NOTE
WHITE COPY - DIVISION'S COPY
GREEN COPY - DRILLER'S COPY
YELLOW COPY - OWNER'S COPY

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
Box 450
Madison, Wisconsin 53701

COUNTY Dodge CHECK ONE ☐ Town ☐ Village ☒ City NAME Mayville

SECTION - 1/4 Section Section Township Range 3. OWNER AT TIME OF DRILLING City of Mayville Well #5

Address or street no. h St. and R. R. Tracks ADDRESS City Hall

Available subdivision name, lot & block no. POST OFFICE Mayville, WI

Distance in feet from well to nearest: BUILDING SANITARY SEWER FLOOR DRAIN FOUNDATION DRAIN WASTE WATER DRAIN
(Record answer in appropriate block) C. I. TILE C. I. TILE SEWER CONNECTED INDEPENDENT C. I. TILE

WATER DRAIN TILE SEPTIC TANK PRIVY SEEPAGE PIT ABSORPTION FIELD BARN SILO ABANDONED WELL SINK HOLE

POLLUTION SOURCES (Give description such as dump, quarry, drainage well, stream, pond, lake, etc.)

Well is intended to supply water for: Municipal

8. FORMATIONS

From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)	Kind	From (ft.)	To (ft.)
Surface	227.3				Glacial Drift	Surface	35
227.3	810				Maquoketa Shale	35	200
					Galena Platteville	200	428
					St. Peter	428	480
					Trempeleau	480	520
					Franconian	520	650
					Dresbach	650	810

9. FORMATIONS

Kind

From (ft.) To (ft.)

10. TYPE OF DRILLING MACHINE USED

☒ Cable Tool ☐ Direct Rotary ☐ Reverse Rotary

☐ Rotary - air w/drilling mud ☐ Rotary - hammer with drilling mud & air ☐ Jetting with ☐ Air ☐ Water

Well construction completed on 1977

Well is terminated 18 inches ☒ above ☐ below final grade

Well disinfected upon completion ☒ Yes ☐ No

Well sealed watertight upon completion ☒ Yes ☐ No

11. WELL CONSTRUCTION DATA

Test: 24 Hrs. at 820 GPM

From surface to normal water level 98 ft.

From surface to water level when pumping 283 ft.

Sample sent to Madison laboratory on: Mar. 17 1977

Opinion concerning other pollution hazards, information concerning difficulties encountered, and data relating to nearby wells, screens, seals, casing joints, method of finishing the well, amount of cement used in grouting, blasting, sub-surface pumprooms, access pits, etc., should be on reverse side.

COMPLETE MAIL ADDRESS 1245 N. 62nd St., Milwaukee, WI 53213

Registered Well Driller [Signature]

RM TEST RESULT

CC:SGS, PWS, So Dist.

GAS - 24 HRS. GAS - 48 HRS. CONFIRMED REMARKS

EXHIBIT G
PROPERTIES ELIGIBLE FOR PRIVATE WELL TESTS

One-half mile radius of property boundry/Well Testing

All Line Const C/O Wendall Muche W3444 Petit Road Mayville, WI 53050	Leo Kolmansberger Morris Road Horicon, WI 53032	Keith Schnepf N7936 Hwy V Horicon, WI 53032
Dan Antonioni N7458 Hwy 67 Mayville, WI 53050	Wagne Machmueller N7442 Hwy V Horicon, WI 53032	Anthony Sellnow N7627 Hwy 67 Mayville, WI 53050
Darwin Backhaus N7910 Hwy V Horicon, WI 53032	Alfred Machmueller Hwy 67 Mayville, WI 53050	St. Johns Lutheran Church N7074 Hwy V Horicon, WI 53032
Church View Farms, Inc N7110 Hwy V Horicon, WI 53032	Richard Metke W3434 Raasch Hill Rd Horicon, WI 53032	Walter Seering N7428 Hwy V Mayville, WI 53050
Dan Collier N7351 Hwy V Horicon, WI 53032	Lorenz Nitschke N7311 Hwy V Horicon, WI 53032	Gerald Streblow W3209 Petit Road Mayville, WI 53050
Frank Eckerstorfer N7473 Morris Road Mayville, WI 53050	Andrew Oechsner N7458 Hwy 67 Mayville, WI 53050	Raymond Streblow N7797 Hwy V Horicon, WI 53032
Sherwin Fischer N7430 Morris Road Mayville, WI 53050	Jerome Perrault N7981 Hwy 67 Horicon, WI 53050	Brian Tibbits N7794 Hwy V Horicon, WI 53032
Duwayne Griepentrog N7233 Morris Road Horicon, WI 53032	Steve Persha N7241 Hwy 67 Mayville, WI 53050	Ronald Tibbits N7796 Hwy V Horicon, WI 53032
George Hechimovich 707 Valley Street Horicon, WI 53032	Ed Riese N7416 Hwy V Horicon, WI 53032	Brian Ulrich N7411 Hwy V Horicon, WI 53032
Horicon Marsh Bowman N7240 Hwy V Horicon, WI 53032	Roger Rosin W3365 Raasch Hill Rd Horicon, WI 53032	Gordon Weiss Hwy 67 Mayville, WI 53050
Jeffrey Justman Hwy V Horicon, WI 53050	Len Schnabl W3185 Petit Road Mayville, WI 53050	



EXHIBIT G

Don Wendorf
N7306 Hwy 67
Mayville, WI 53050

Albert Wondra
N7877 Hwy 67
Mayville, WI 53050

Ernest Zwiener
Hwy V
Horicon, WI 53032

Note: The well must be within the half mile boundary of the solid waste facility. Property boundary alone does not entitle the owner to well testing.

EXHIBIT H

SAMPLE CALCULATION FOR MONTHLY PAYMENT

Air space consumed January 1 - December 31 for the preceding year

(Example 300,000 cubic yards)

Divided by number of months in preceding year

(12)

Equals Monthly Average

$(300,000 \text{ yds.} \div 12 \text{ mo.} = 25,000 \text{ yds./month})$

Monthly Average multiplied by the Host fee equals Monthly Payment

$(25,000 \text{ yds} \times \$0.9776 = \$24,440.00)$

THE AVERAGE MONTHLY PAYMENT FOR THE YEAR WOULD BE
\$24,440.00

EXHIBIT I

BENEFICIARIES FOR \$1,000.00 ANNUAL PAYMENTS

Jerome Oechsner	231 Grand Blvd. Mayville, 53050
Church View Farms, Inc.	N7110 Hwy V, Horicon, 53032
George Heinecke	N6980 Hwy V, Horicon, 53032
St. John's Lutheran Church	N7074 Hwy V, Horicon, 53032
Jeffrey Justman	N7207 Hwy V, Horicon, 53032
Ernest Zwiener	N7271 Hwy V, Horicon, 53032
Lorenz Nitschke	N7311 Hwy V, Mayville, 53050
Dan Collier	N7351 Hwy V, Mayville, 53050
Brian Urich	N7411 Hwy V, Mayville. 53050
George Hechimovich	707 Valley St. Horicon. 53032
Ronald Tibbits	N7796 Hwy V, Mayville, 53050
Len Schnabl	W3185 Petit Rd. Mayville, 53050
Darwin Backhaus	N7910 Hwy V, Mayville, 53050
Keith Schnepf	N7936 Hwy V, Mayville, 53050
Raymond Streblow	N7997 Hwy V, Mayville, 53050

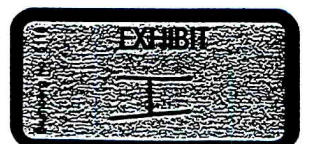


EXHIBIT J

BENEFICIARIES FOR \$1,500.00 ANNUAL PAYMENTS

Horicon Marsh Bowman
Edward Riese
Walter Seering
Wayne Machmueller
Brian Tibbits
All Line Construction Co.
Anthony Sellnow
Gordon Weiss
Elfrieda Machmueller
Steve Persha

P.O. Box 103, Mayville, 53050
N7416 Hwy V, Mayville, 53050
N7428 Hwy V, Mayville, 53050
N7442 Hwy V, Mayville, 53050
N7794 Hwy V, Mayville, 53050
W3444 Petit Rd. Mayville, 53050
N7627 Hwy 67, Mayville, 53050
N7726 Hwy 67, Mayville, 53050
N7785 Hwy 67, Mayville, 53050
N7241 Hwy 67, Mayville, 53050

