

15-02-21-97

RECEIVED

MAY 22 1997

WASTE FACILITY
SITING BOARD

SUPERIOR VALLEY MEADOWS LANDFILL

TOWN OF KOSHKONONG

JEFFERSON COUNTY

WISCONSIN

Attorney Patrick J. Hudec
Hudec Law Offices, S.C.
Attorneys for Negotiating Committee
P.O. Box 167
2100 Church Street
East Troy, WI 53120
(414)-642-2200

>>>><<<<

Attorney John H. Short
Vance, Wilcox & Short, S.C.
Attorneys for Superior Services Inc.
79 North Main Street
P.O. Box 338
Fort Atkinson, WI 53538-0338

>>>><<<<

INDEX

	<u>Page No.</u>
TITLE AND INTRODUCTION	1
ARTICLE I	
Definitions.....	2
ARTICLE II	
Background Information	
1. Site Information.....	8
2. Address of Solid Waste Facility.....	8
3. Owner.....	8
A. Design Concept.....	8
B. Total Proposed Design Capacity.....	8
C. Expected Site Life.....	8
D. Proposed Beginning Date of Operation.....	8
E. Total Acreage Owned by the Operator.....	8
F. Proposed Licensed Acreage.....	8
G. Compaction Rate Per Cubic Yard.....	9
4. Current Zoning.....	9
5. Acceptable Waste Types.....	9
6. Estimated Waste Quantities.....	9
7. Notices.....	9
ARTICLE III	
Transportation	
1. Designated Roadways.....	10
A. Designated Authority.....	10
B. Primary Roadways.....	10
C. Reconstruction of Local Roads.....	11

	<u>Page No.</u>
D. Temporary Access Roadway.....	12
2. Vehicle Requirements.....	12
3. Litter and Discharge Beyond the Solid Waste Facility.....	13
A. Solid Waste and Hazardous Waste Discharge Reports.....	13
B. Discharge Removal on Roadways.....	13
4. Transporters of Solid Waste.....	14
A. List of Transporters.....	14
B. Persons Authorized.....	14
 ARTICLE IV	
Operations at or Near the Solid Waste Facility	
1. Reports to the Town and County.....	15
A. Notice of Reports from the Operator.....	15
B. Notice of Reports from Government Agencies.....	15
C. Town and County Residential Concerns.....	15
D. Operator Responsibility to the Town and County.....	16
E. Notice of Agreement.....	16
2. Hours and Days of Operations.....	17
3. Dust, Dirt and Debris Control at the Solid Waste Facility.....	18
4. Groundwater Monitoring.....	18
5. Noise and Air Quality.....	18
6. Rodent and Insect Control at the Solid Waste Facility.....	19
A. Prevention of Rodents and Insects.....	19
B. Control of Rodents and Insects.....	19

	<u>Page No.</u>
7. Fire, Disaster and Hazard Control.....	19
A. Creation of Fire Hazards	19
B. Public Nuisance.....	19
C. Private Nuisance.....	20
D. Hazardous Waste Nuisance.....	20
E. Security Personnel.....	20
8. Court Action by the Town, County or Standing Committee.....	21
9. Administrative Action.....	22
10. Temporary/Emergency Closure of Active Fill Area	22
11. Access to the Solid Waste Facility.....	22
12. Repair, Maintenance and Reconstruction of the Active Fill Area	23
13. Hazardous Waste Disposal Notice.....	23
14. Hazards Notice.....	24
15. Responsible Managers.....	24
16. Height Restrictions.....	25
17. Erosion and Run-Off.....	25
A. Erosion Restrictions.....	25
B. Abatement of Erosion.....	25
18. Standing Open Water and Wetlands.....	25
19. Surface Water.....	25
20. Open Green Space.....	26
21. Post Closure Alienation	27
22. Prohibition Against Hazardous Waste Disposal.....	27

	<u>Page No.</u>
23. Change in Ownership.....	27
24. Operation Terms.....	28
A. Initial Term and Extension.....	28
B. Disposal Operations, Storage Operations and Treatment Operations.....	28
C. Initial Operations, Closure Operations and Post-Closure Operations.....	29
D. Expansion.....	30
E. Local Approvals.....	31
25. Standing Committee.....	32
26. Existing Agreements.....	33

ARTICLE V

Financial Operations Related to the Solid Waste Facility

1. Indemnification to the Town and County.....	34
2. Financial Assurance.....	36
A. Letters of Credit/Surety Bond.....	36
B. Enforcement of Security Requirements.....	39
3. Compensation for Costs, Expenses and Damages to the Town and County.....	39
A. General Reimbursement of Costs, Expenses and Damages.....	39
B. Reimbursement for Negotiation Expenses...	42

ARTICLE VI

Compensation to the Town and County

1. Direct Payment.....	43
2. Clean Sweep.....	46
3. Waste Volume Surcharge.....	46
4. Distribution of Direct Payments.....	46

ARTICLE VII
Miscellaneous Provisions

1. Expansion.....	48
2. Composting.....	48
3. Other.....	48
4. Application of Cost of Living Adjustment.....	48

ARTICLE VIII
General Provisions

1. Notice to Parties.....	49
2. Headings.....	50
3. Governing Law.....	50
4. Waiver.....	50
5. Complete Agreement.....	50
6. Amendment.....	51
7. Binding Effect.....	51
Signature Pages.....	52

EXHIBITS

- Exhibit "A" - Active Fill Area - Superior Valley Meadows
- Exhibit "A-1" - Map
- Exhibit "B" - Total Facility Description - Superior Valley Meadows
- Exhibit "C" - Standing Committee
- Exhibit "D" - Koshkonong Landfill Fund
- Exhibit "E" - Air Quality Standards
- Exhibit "F" - Special Waste
- Exhibit "G" - Well Testing
- Exhibit "H" - Mack Lane Maintenance Agreement
- Exhibit "I" - Hoge Road Maintenance Agreement

TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by and between Superior Services, Inc., a Wisconsin corporation (hereinafter referred to as "Operator"); the Town of Koshkonong, a Wisconsin municipal corporation (hereinafter referred to as "Town"); and the County of Jefferson, a Wisconsin municipal corporation (hereinafter referred to as "County").

This Final Negotiated Agreement is the final product of the negotiating process provided for under §144.445, Wis. Stats. This Agreement between the Town of Koshkonong Landfill Siting Committee and the Operator shall be deemed a final agreement upon approval thereof by the Negotiating Committee, Town, County, and the Operator.

This Agreement between the Town of Koshkonong, Jefferson County, and Superior Services, Inc. shall be known as the "Superior Valley Meadows Landfill Final Negotiated Agreement" ("Agreement").

ARTICLE I
DEFINITIONS

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

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

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

Daily or Intermediate Cover means any materials used by the Operator to cover Solid Waste Disposed at the site pursuant to the Operator's obligations to minimize odor and the blowing of waste during hours that the Operator is not open for the receipt and Disposal of Solid Waste. Daily or Intermediate Cover can include Solid Waste, if such waste types are specifically approved by the Department to be used as Daily or Intermediate Cover materials. Any Solid Waste, including Special Waste or other approved materials excluding soil or clay stock piled on site by the Operator, shall be weighed and reported to the affected municipalities and standing committee as otherwise provided for in this Agreement.

Department or "DNR" 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 or by Acknowledged Transporters bringing such wastes to the Solid Waste Facility.

Disposal or Dispose means the Discharge, deposit, injection, dumping or placing of Solid Waste. This term does not include the Storage or the Treatment of Waste at the Solid Waste Facility.

Disposal Operations means any activities at the Solid Waste Facility related to or associated with the Disposal of Solid Waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the Solid Waste Facility, including the Waste covering at the Solid

Waste Facility, where any of the above-noted activities occur any time during the term of this Agreement.

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

Expansion means the expansion at any time by any means by the Operator of the design capacity of the Active Fill Area of the Solid Waste Facility beyond the Department of Natural Resources-approved design capacity as stated in the DNR feasibility report approval letter.

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

- (a) the date the Operator notifies the Town and County in writing that the Operator no longer will Dispose of and will no longer allow any other person to Dispose of Solid Waste in the Active Fill Area,
- (b) the date the Department orders the Operator, in writing, to no longer Dispose of and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area, or
- (c) the date the Operator has Disposed of or has allowed the Disposal in the Active Fill Area of a number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area initially approved for Disposal by the Department.

Hazardous Waste means any Waste identified as a Hazardous Waste by the Department, under §144.62(2)(b), Wis. Stats., or identified as a Hazardous Waste by regulations adopted by the Department in Chapter NR-600 et seq., Administrative Code, or its successor chapters.

Initial Term of this Agreement shall begin as of the date that this Agreement is approved by the Local Committee and Operator's representatives at a negotiating meeting, and signed by the Town and County, and shall continue until Final Closure of the Solid Waste Facility.

Landfill Fund means the fund created under Exhibit "D".

Local Approvals means any local approval as "Local Approvals" are defined in §144.445(3)(d), Wis. Stats.

Local Committee means the negotiating committee created under §144.445, Wis. Stats., which consists of Town of Koshkonong and Jefferson County members.

Long-Term Care or Long-Term Care Operations means any activities at the Solid Waste Facility, including routine care, maintenance and monitoring in the Active Fill Area where any of the above-noted activities occur any time following the Final Closure of the Active Fill Area. Long-Term Care Operations by the Operator and by its agents shall not be considered Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area for purposes of this Agreement.

Monitor Committee means the Standing Committee established under Exhibit "C". The terms "Standing Committee" and "Monitoring Committee" shall be deemed to be interchangeable and refer to the same entity.

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

- (a) Maintain this area such that it largely escapes unnatural environmental disturbances,
- (b) Provide, at the discretion of the Operator, 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.
- (d) Professionally landscape the facility as set forth in this Agreement.

Operator means Superior Services, Inc., its employees, agents, successors or assigns; or any other entity which operates or maintains any part of the Solid Waste Facility. Superior Services, Inc. currently intends to operate the landfill as the "Superior Valley Meadows Landfill".

Pre-existing Local Approvals means any Pre-Existing Local Approvals as "Pre-Existing Local Approvals" are defined in §144.445(3)(fm), Wis. Stats., or its successor provisions.

Remedial Actions means those actions consistent with a temporary or permanent remedy which are taken instead of or in addition to Removal Actions in the event of a release or threatened release at the Solid Waste Facility of any pollutant or contaminant into the environment, to prevent or minimize the release of such

pollutants or contaminants such that the pollution or contamination does not migrate to cause any danger to the present or future public health or welfare of the residents of the Town of Koshkonong or to the environment in the County of Jefferson. The term includes, but is not limited to, actions at the location in response to the release of the pollutants or contaminants such as storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released pollutants or contaminants, recycling or reuse of pollutants or contaminants, diversion of pollutants or contaminants, destruction of pollutants or contaminants, segregation of pollutants or contaminants, dredging or excavations, repair or replacement of leaking containers, collection of leachate and run-off, on-site treatment or incinerations, provision of alternative water supplies to residents in the County of Jefferson 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 are more cost-effective than and environmentally preferable to the transportation, Storage, Treatment, Destruction or secure disposition off-site of pollutants or contaminants or other actions that may be necessary to protect the public health or welfare of the residents of the Town of Koshkonong or the County of Jefferson. The term does not include off-site treatment of pollutants or contaminants or the Storage, Treatment, destruction or secure disposition off-site 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 Town of Koshkonong or the environment of the County of Jefferson from a potential or present risk which may be created by further exposure to the continual presence of such pollutants or contaminants.

Removal Action means the clean-up action ("Removal Action") of released pollutants or contaminants from the environment including such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment from the Solid Waste Facility, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of pollutants or contaminants, the Disposal of removed pollutants or contaminants, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the residents of the Town of Koshkonong or to the environment in the County of Jefferson, which may otherwise result from a release or threat of release of pollutants or contaminants at or from 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 the residents of the County, temporary evacuation of the residents of the County and housing of threatened residents of the County.

Scale or Weight Scale shall refer to any device or system by which Solid Waste or any other materials are weighed at the Solid Waste Facility. Such term shall be broadly construed to include the actual devices involved, equipment, hardware, computer equipment, software, other devices used in the recording, calculation, or transmittal of data pertaining to the Solid Waste or other materials weighed on such devices, or the operation of the same.

Solid Waste means garbage, ash, refuse, rubbish, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid Waste may include, but is not limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 147, Wis. Stats., or its successor chapter, or sources, special nuclear or by-product materials as defined in §140.52, Wis. Stats., or its successor section.

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

Special Waste shall be that waste classified as "Special Waste" by the Department, Chapter 144 of the Wisconsin Statutes or Administrative Code regulations defining the same as such by the Department of Natural Resources or as set forth in Exhibit "F".

Standing Committee means the monitoring committee established under Exhibit "C".

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

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

Town means the Town of Koshkonong, its officers, employees, agents or representatives.

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. Treatment includes incineration.

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

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

Wisconsin Administrative Code means the current State of Wisconsin Administrative Code and any future amendments thereto. All definitions set forth therein shall apply to this Agreement unless specifically excepted or modified by the terms of this Agreement.

Wisconsin Statutes means the current Wisconsin Statutes and any future amendments thereto. All definitions set forth therein shall apply to this Agreement unless specifically excepted or modified by the terms of this Agreement.

ARTICLE II
BACKGROUND INFORMATION

1. SITE INFORMATION.

The name of the Solid Waste Facility is the Valley Sanitation Landfill, which has been renamed by Superior Services, Inc. to be the Superior Valley Meadows Landfill. The Active Fill Area shall refer to the expansion being negotiated as a part of this agreement which itself shall be described as the "Superior Valley Meadows Landfill" and is described in the initial site report and Feasibility Report filed in March 1996.

2. ADDRESS OF SOLID WASTE FACILITY.

The address of this Solid Waste Facility for mailing purposes shall be W5429 Hoge Road, Fort Atkinson, Wisconsin 53538. The legal description of the property is set forth in Exhibit "B".

3. OWNER.

The current owner of the site is Superior Services, Inc. Superior Services shall be deemed to be the Operator and shall be referred to as the "Operator or Applicant" in this Agreement. The term Operator and Applicant shall also refer to their employees, agents, successors and assigns. The term "Operator" shall also refer to the corporation's affiliated companies that constitute a part of Superior Services, Inc. and their employees, agents, successors or assigns. The Operator has submitted a Feasibility Report ("Feasibility Report") in March 1996. Any provision of the Feasibility Approval and the Plan of Operation, as approved by the Department, and all future modifications and amendments thereto, are incorporated by reference and may be separately enforced by the Town, County or Standing Committee.

A. Design concept: The Active Fill Area is proposed as a groundwater separation, clay-lined landfill.

B. Total proposed design capacity: 10,500,000 cubic yards.

C. Expected site life: 15 years.

D. Proposed beginning date of operation: 1998-2013.

E. Total acreage owned by the operator: 425 acres, with an option to purchase 79 additional acres. The Operator will exercise the option upon the execution of this agreement or DNR licensure of the site, whichever is later.

F. Proposed licensed acreage: 75.0 acres.

G. Compaction rate per cubic yard: 1,350 pounds of Solid Waste per gross cubic yards of total air space designed capacity.

4. CURRENT ZONING.

The parcel of property described in Exhibit "A" is zoned A-1. This agreement calls for a waiver of any zoning prohibition against landfilling activities in the Active Fill Area, including active filling, berming, and other site activities relating to the construction, operation, and closure of the Active Fill Area. This agreement shall constitute the conditions of the conditional use permit required for operation of a landfill under applicable zoning ordinances.

5. ACCEPTABLE WASTE TYPES.

The acceptable waste types shall be non-hazardous municipal, commercial and industrial Solid Waste including refuse, garbage and noncombustible demolition waste. All Special Waste shall be accepted under the conditions set forth in Exhibit "F".

6. ESTIMATED WASTE QUANTITIES.

This Active Fill Area is proposed to average 9,068.5 tons per week, which is the equivalent of 13,341.5 cubic yards of waste per week. Total waste quantities are estimated to be 7,087,500 tons, which equates to 472,500 tons per year for fifteen (15) years.

7. NOTICES.

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

Superior Valley Meadows Landfill
W5429 Hoge Road
Fort Atkinson, WI 53538

The Operator shall provide contact persons at such address and shall be required to keep current telephone numbers available to the Town, County, and Standing Committee. Furthermore, a twenty-four (24) hour emergency telephone number shall be provided at all times.

ARTICLE III
TRANSPORTATION

1. DESIGNATED ROADWAYS.

A. Designated Authority.

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

This subsection shall not apply if the Town, the County, and the Operator, at any time, mutually agree in writing to establish any alternative routes or any additional routes in the Town for vehicle traffic access to and from the Solid Waste Facility for any construction operations, Disposal Operations, Storage Operations, Treatment Operations or for any Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility. This subsection shall also apply to the Operator, its agents or its employees when these above-noted parties are transporting to or from the Solid Waste Facility construction materials to be used in the construction, maintenance, closure or Long-Term Care of the Solid Waste Facility.

B. Primary Roadways.

The Town, during the initial term and extending until forty (40) years after Final Closure, shall permit and designate these to be a Primary Roadway Route and shall authorize, pursuant to subsection "A", vehicle access to and from the Solid Waste

Facility by the Operator or by its agents or its Acknowledged Transporters, the following roadway routes located in the Town:

- (1) for vehicle access and traffic flow to the Solid Waste Facility: State Highways 12, 89, and that portion of Hoge Road located between the existing entrance to the Solid Waste Facility and Highway 12.
- (2) for vehicle access and traffic flow from the Solid Waste Facility: State Highways 12, 89, and that portion of Hoge Road located between the existing entrance to the Solid Waste Facility and Highway 12.

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

Notwithstanding the foregoing, the Operator may use Town and County roads for the limited purpose of collection of Town residential wastes and transporting only such Town wastes to the Active Fill Area. Such roads may also be used for transportation of Solid Wastes from such Town collection routes over Town and County roads to the extent the same are reasonably necessary to directly reach the landfill. In the event the Town deems that the use of any Town road creates an unnecessary risk to the safety of its residents, pedestrians, or other vehicular traffic, or deems that certain roads are not suitable for the regular transportation of waste by Acknowledged Transporters, the Town and the Operator shall establish alternate routes of travel to efficiently route collection vehicles from their collection routes to the Solid Waste Facility.

C. Reconstruction of Local Roads.

The Town, during the Initial Term and extending until forty (40) years after Final Closure, shall have the right at any time to suspend vehicle traffic flow to and from the Solid Waste Facility and to temporarily close that portion of the Primary Roadway Routes described above, in order to reconstruct, repair, resurface and to maintain any Town roads and shall have the right at any time to suspend vehicle traffic flow to and from the Solid Waste Facility and to temporarily close any roads at any time for emergency purposes.

D. Temporary Access Roadway.

If, during the Initial Term and extending until forty (40) years after Final Closure, any portion of the designated Primary Roadways have been scheduled to be closed for reconstruction, repair, resurfacing or maintenance purposes or closed for emergency purposes, and if a written application has then been submitted to the Town by the Operator requesting that a temporary access roadway to the Solid Waste Facility in the Town be constructed and maintained by the Town, then the Town shall make all reasonable efforts to construct and maintain for the Operator (at the Operator's expense) when reasonable vehicle safety and reasonable personal safety can be assured and where road conditions will allow, an appropriate temporary access roadway in the Town. This roadway shall be constructed and maintained by the Town for vehicle use by the Operator, its agents and its Acknowledged Transporters. This temporary access roadway shall be constructed and maintained by the Town in an attempt to assure, at all times, vehicle access to and from the Solid Waste Facility by the Operator, its agents and its Acknowledged Transporters. All construction, maintenance and related out-of-pocket costs of the Town shall be reimbursed to the Town by the Operator within thirty (30) days of presentation of invoices or statements to the Operator.

2. VEHICLE REQUIREMENTS.

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

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

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge to the Town Clerk, County Solid Waste Management Board, and the Standing Committee in writing within forty-eight (48) hours of the Operator receiving any information related to any Discharge in Jefferson County if such Discharge occurred when the Operator, its agents or Acknowledged Transporters were transporting authorized or unauthorized Solid Waste or Hazardous Waste to and from the Solid Waste Facility and if the Discharge occurrence was caused by the Operator or by its agents or Acknowledged Transporters. This provision does not apply to any Solid Waste Disposed by Operator or by its agents or by any other parties in the Active Fill Area.

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

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

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

B. Discharge Removal on Roadways.

The Operator, during the Initial Term, shall police and remove any Discharge, including litter, from the roadways or from rights-of-way next to the Primary Roadways within one mile of the entrance of the Solid Waste Facility.

4. TRANSPORTERS OF SOLID WASTE.

A. List of Transporters.

Within thirty (30) days after the Operator begins to accept Solid Waste for Disposal at the Active Fill Area, the Operator shall prepare a list of its Acknowledged Transporters. The list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters. The list shall be filed with the Town Clerk, and the designee of the standing committee, and shall be updated quarterly beginning at the end of the first quarter after acceptance of Solid Waste by the Operator for Disposal at the Active Fill Area.

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

B. Persons Authorized.

No party, including the Operator, shall, during the Initial Term, transport Solid Waste to the Active Fill Area, until a license has been issued by the Department, and the Operator has complied with all applicable Solid Waste statutes and regulations related to the operation of the Active Fill Area. The Operator shall not Store or Treat Solid Waste or authorize any other parties to Store or Treat Solid Waste in the Active Fill Area, except as noted below, or at any location at the Solid Waste Facility, unless such activity has been approved by the Department and then only if the Operator has complied, or will comply, with any existing federal and state Solid Waste Disposal Facility laws and regulations, and municipal ordinances that are not made inapplicable by this Agreement.

ARTICLE IV
OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. REPORTS TO THE TOWN AND COUNTY.

A. Notice of Reports from the Operator.

During the Initial Term and extending until forty (40) years after Final Closure, the Operator shall mail within five (5) days of their mailing to the addressee, written reports and written correspondence provided by the Operator to the Department of Natural Resources or to any other state or federal environmental agency, or to any state or federal court where those reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data, to the Town Clerk, and the designee of the Standing Committee. These copies shall be provided by the Operator at no cost.

B. Notice of Reports from Government Agencies.

During the Initial Term and extending until forty (40) years after Final Closure, the Operator shall mail to the Town Clerk and the designee of the Standing Committee all written reports and written correspondence from the Department of Natural Resources or from any other state or federal environmental agency or from any state or federal court when these reports and correspondence are associated with the Solid Waste Facility, including but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data. Such documents shall be mailed within five (5) days of their receipt by the Operator. These copies shall be provided by the Operator at no cost.

C. Town and County Residential Concerns.

The Operator shall mail to the Town Clerk, and the designee of the Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, one set of copies, of all letters, written reports and other correspondence received by the Operator from public officials of the County, Town, or from any resident of the County where the above-noted letters, reports or correspondence are associated in any way with the Solid Waste Facility. These letters, reports or correspondence shall include, but are not limited to, complaint letters, court documents, technical reports, testing data, recording data, and monitoring data. These copies shall be provided by the Operator at no cost.

D. Operator Responsibility to the Town and County.

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

- (a) Article III, Section 1 - Designated Roadways
- (b) Article III, Section 2 - Vehicle Requirements
- (c) Article III, Section 3 - Litter and Discharge Beyond the Solid Waste Facility
- (d) Article III, Section 4 - Transporters of Solid Waste
- (e) Article IV, Section 2 - Hours and Days of Operation
- (f) Article IV, Section 7 - Fire, Disaster and Hazard Control
- (g) Article IV, Section 23 - Prohibition Against Hazardous Waste Disposal

E. Notice of Agreement.

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

2. HOURS AND DAYS OF OPERATIONS.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility, before 6:30 a.m., Monday through Friday, and 7:00 a.m. on Saturday. The Operator will be permitted to warm up the equipment and vehicles at 6:15 a.m. Monday through Friday. The Operator shall terminate all construction, drilling, Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations and it shall not allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations, or any other operation by its agents, by its Acknowledged Transporters, Contractors, or Subcontractors, or by any other parties at the Solid Waste Facility after 5:00 p.m., Monday through Friday, and after 12:30 p.m. on Saturday, except as provided below. Covering operations may continue until 1:00 p.m. on Saturdays. The Operator shall not conduct any construction, drilling, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations, nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Thanksgiving, Labor Day, New Year's Day, Memorial Day and Independence Day. Any "operation" herein shall be deemed to include the operation of any vehicles, machinery or equipment.

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

In addition, the above-noted hours and days of operation may be amended by mutual written agreement of the Standing Committee and Operator.

In any week where operations on a Monday through Friday were precluded because of holidays or inclement weather, Saturday hours of operation may be extended to 2:00 p.m. In the event Saturday

hours of operation are to be extended because of inclement weather, the Operator shall notify the Standing Committee and request authorization of extended hours. Authorization shall not be unreasonably withheld.

Construction and drilling operations shall be permitted until 7:00 p.m. or sunset, whichever is earlier, Monday through Friday, and Saturdays until 1:00 p.m. or later as authorized by the Standing Committee or its designee in writing.

3. DUST, DIRT AND DEBRIS CONTROL AT THE SOLID WASTE FACILITY.

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

4. GROUNDWATER MONITORING.

The Operator shall undertake the ground water monitoring program (including private wells) required by the Department, imposed as a condition of its finding of feasibility, or any subsequent requirement made by the Department to test ground water or private wells. The Operator shall also take water samples of all of the wells identified in Exhibit "G" and perform background tests for all of the parameters described in that Exhibit.

5. NOISE AND AIR QUALITY.

The Operator shall comply with all reasonable noise control measures as requested by the Standing Committee. In no event shall the noise created by the Operator causes the noise level at any non-Operator owned residential property in the vicinity of the Solid Waste Facility site to exceed 80 decibels, as indicated in a certified decibel meter reading. The Operator shall also meet all air quality standards as set forth in Exhibit "E".

6. RODENT AND INSECT CONTROL AT THE SOLID WASTE FACILITY.

A. Prevention of Rodents and Insects.

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

B. Control of Rodents and Insects.

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

7. FIRE, DISASTER AND HAZARD CONTROL.

A. Creation of Fire Hazards.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall Dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations and any Long-Term Care Operations at the Solid Waste Facility in such a manner as to prevent fires and explosions from occurring at the Solid Waste Facility and to prevent or eliminate any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

B. Public Nuisance.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations and any Long-Term Care Operations at the Solid Waste Facility in such a manner as to prevent any public nuisance in the Town or County from occurring relating to the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air and polluted surface water.

C. Private Nuisance.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall dispose Solid Waste in the Active Fill Area at the Solid Waste Facility and shall conduct any Disposal operations, any storage operations, any treatment operations, and any long-term care operations at the Solid Waste Facility, in such a manner as to prevent any private nuisance in the Town or County from occurring as a result of the Solid Waste Facility or its operations, including any private nuisances associated with polluted ground water, polluted air, and polluted surface water. In the event that a private nuisance occurs, or in the event that the Operator causes any individual property owner damages or other harm which forms the basis of a cause of action, including trespass, negligence, or any other violation of this Agreement for which an individual is aggrieved, such individual or individuals may bring an action against the Operator for appropriate relief. In the event that such individual or individuals prevail, they shall be entitled to their reasonable attorney's fees and costs in prosecuting such action, but not to exceed \$5,000.00. This amount shall be annually adjusted as provided in Article VI, Paragraph 1, *infra*.

D. Hazardous Waste Nuisance.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not, at any time, 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 Acknowledged Transporters, or by any other party in the Active Fill Area or at any other location at the Solid Waste Facility, except as required to effect a county-approved area-wide clean sweep program. The Operator, whenever appropriate and necessary, shall separate, remove, contain, cover or isolate any particular Solid Waste or any particular Hazardous Waste that has been Disposed, Stored or Treated in the Active Fill Area or at any other location at the Solid Waste Facility in such a manner as to prevent a public or private nuisance in the Town, to prevent any liberation of hazardous or poisonous gas from the Solid Waste Facility to any other location in the County, to prevent any 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 of the County. Enforcement of this paragraph shall be as set forth under paragraphs B and C herein.

E. Security Personnel.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Town to employ or retain at the Solid Waste Facility the appropriate and necessary employees or personnel to

provide and maintain proper security in the Active Fill Area or at any other location at the Solid Waste Facility for the purpose of preventing or substantially reducing any physical access by unauthorized parties to the Solid Waste Facility. The Operator shall keep front gates locked at all times that the site is not in operation.

8. COURT ACTION BY THE TOWN, COUNTY OR STANDING COMMITTEE.

The Town, County or Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, notwithstanding any contrary provisions of this Agreement, may commence and maintain individually or jointly legal actions against the Operator under the common law of public nuisance, trespass, negligence, strict liability, breach of contract, agency or under any applicable state and federal statutory or common laws, for damages and costs suffered by the Town or the County, related to or associated with any public nuisance, environmental harm or damage, Remediation or Response costs or actions or any Removal actions or physical injury to any party or any property caused by or alleged to have been caused by the Operator arising in any way as a result of any anticipated or unanticipated occurrences in the Town or County related to or associated with the Solid Waste Facility which are caused by the Operator or its agents, including but not limited to, occurrences related to or associated with Disposal, Storage or Treatment of Solid Waste or Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility, occurrences related to or associated with the transportation of Solid Waste or Hazardous Waste to and from the Solid Waste Facility by the Operator or 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 Standing Committee prevail in any such action as noted above against the Operator, the Operator shall be liable for any and all costs and damages suffered by the Town, County or their residents. The Town, County, or Standing Committee shall be entitled to seek and receive abatement of any public nuisance that may be related to or associated with the Solid Waste Facility which they have proved to be caused by the Operator or its agents.

In addition, the prevailing party, in any such legal action or in any action enforcing any term of this Agreement found to have been violated except an action for damages for personal injury or property damage shall be awarded by the court its reasonable attorneys' fees, its reasonable experts' fees and any other reasonable legal costs, but not to exceed \$5,000.00. This amount shall be annually adjusted as provided in Article VI, Paragraph 1, infra.

9. ADMINISTRATIVE ACTION.

The Town, County or Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, notwithstanding any provisions of this Agreement, may petition the Department under §144.465, Wis. Stats., or §144.725, Wis. Stats., or their successor provisions, to initiate action by the Department against the Operator for a violation or alleged violation by the Operator of any rule promulgated or special order, plan approval, license or any term or other condition of a license established by or issued by the Department wherein any such violation or alleged violation is related to or associated with the Solid Waste Facility. Operator retains the right to assert any defense it may have related to any petition(s).

10. TEMPORARY/EMERGENCY CLOSURE OF ACTIVE FILL AREA.

During the Initial Term, the Operator shall notify in writing within forty-eight (48) hours, the Town Clerk, Standing Committee, Jefferson County Solid Waste Management Committee, (or their designee), and the County Clerk regarding any temporary, Emergency or Final Closure of the Active Fill Area, including any ordered temporary, Emergency or Final Closure of the Active Fill Area wherein such order is made by the Department, or by any other state or federal agency or by any state or federal court. The Operator shall provide in its written notice to the Town and County the specific reasons, if known, for a temporary, Emergency or Final Closure of the Active Fill Area.

11. ACCESS TO THE SOLID WASTE FACILITY.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall allow the Town, Standing Committee and the County by their officers, employees or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergencies at the Solid Waste Facility. They, in addition, shall have the right to obtain access and to enter the Solid Waste Facility during all other times upon twenty-four (24) hours oral or written notice from the Town, Standing Committee or County. Physical access to the Solid Waste Facility shall be allowed:

- (a) to inspect and monitor Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility,
- (b) to sample and test groundwater, leachate and air quality at the Solid Waste Facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved by the Department of Natural Resources), and further provided that access to the

monitoring wells shall be available only when an employee of the Operator is present,

- (c) to sample and test characteristics of the Solid Waste at the Solid Waste Facility, or
- (d) to take any appropriate and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety and welfare of the residents of the Town and County and/or to take any appropriate and necessary action to protect the natural resources of the Town and County, as provided in Article IV, Paragraph 2, above.

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

12. REPAIR, MAINTENANCE AND RECONSTRUCTION OF THE ACTIVE FILL AREA.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Town and the County to properly and timely maintain, repair, reconstruct and to properly and timely provide Long-Term Care of the Active Fill Area and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if at any time the failure by the Operator to properly and timely maintain, repair, reconstruct or to properly and timely provide Long-Term Care of the Active Fill Area and/or its failure to temporarily or permanently close the Active Fill Area for Disposal Operations is likely to present a substantial danger of creating a public or private nuisance in the Town or County or is likely to create a substantial danger to the public health, safety or welfare of any persons in the Town and County or is likely to cause substantial damage to the natural resources in the Town and County. Enforcement of this paragraph shall be as set forth under Section 7, paragraphs B and C of this article.

13. HAZARDOUS WASTE DISPOSAL NOTICE.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon its receipt of any information that any Hazardous Waste has been transported to the Solid Waste Facility or that any Hazardous Waste has been Stored, Treated, Disposed or handled in any way by the Operator, by its agents, by its Acknowledged Transporters or by any other parties in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24)

hours of its receipt of the information to the Town Clerk, Standing Committee and County Solid Waste Management Board. The Operator shall, in addition, notify the above-noted parties in writing within forty-eight (48) hours of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste. The Operator shall, upon receipt of such information, immediately commence any appropriate and necessary action to properly contain and then remove the Hazardous Waste from the Solid Waste Facility.

14. HAZARDS NOTICE.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall orally notify the Town, Standing Committee and County Solid Waste Management Board within twenty-four (24) hours of the receipt of information by the Operator of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility: fires, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases and hazardous gases or hazardous dust. The Operator shall, in addition, report in writing within forty-eight (48) hours of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above-noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

15. RESPONSIBLE MANAGERS.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall provide to the Town, Standing Committee and County Solid Waste Management Board, the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by the Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations, Storage Operations, site construction operations, Treatment Operations and Long-Term Care Operations at or related to the Solid Waste Facility. Ed Scaro shall be the initial responsible manager, whose mailing address is W5429 Hoge Road, Fort Atkinson, WI 53538, and whose phone number is 473-4890. The Operator shall notify the Town and the Standing Committee's designee of any change in the responsible manager and provide written notice of the new manager's name, title, address and telephone number within 10 days.

16. HEIGHT RESTRICTIONS.

The maximum height of the proposed Active Fill Area shall not exceed 1,130 feet above sea level. The bottom of the Active Fill Area shall be a minimum of 16 feet above the highest groundwater level, unless a more restrictive requirement is set forth in the Plan of Operation or any modification thereof.

17. EROSION AND RUN-OFF.

A. Erosion Restrictions.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, will control surface water runoff and erosion by compliance with the surface water control provisions of the Plan of Operation for the Solid Waste Facility on file with the Department of Natural Resources. All clay extraction shall comply with all conditions of any County Conditional Use Permit.

B. Abatement of Erosion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon written notice by the Town, Standing Committee or County describing to the Operator the location of any surface water run-off or erosion discharged from the Active Fill Area onto any other lands located in the Town and County which violates the Plan of Operation on file with the Department shall, within three (3) days of receipt of the written notice, take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands, subject to the Operator's rights to challenge the same under Article V, Section 3, subsection A.

18. STANDING OPEN WATER AND WETLANDS.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take appropriate action to prevent the standing of water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by the Department.

19. SURFACE WATER.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any Solid Waste at the Active Fill Area into an appropriately-maintained leachate collection system. The Operator shall take the appropriate and necessary actions to direct all surface water not coming into contact with the Solid Waste into the appropriately-maintained sedimentation basin located at the Solid Waste Facility.

The Operator shall not discharge water nor shall it allow the discharge of water from any sedimentation basin at the Solid Waste Facility into any surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of the Department.

20. OPEN GREEN SPACE.

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

The Operator shall, within four months of the approval of this Agreement by both the Town and County, submit a development and post-closure site landscaping plan for the Valley Meadows Sanitation Landfill and the Superior Valley Meadows Landfill Solid Waste Facility to the Town Board. The Plan shall address, with specificity, development, Post Closure operations and restoration of the facility in a fashion that is as aesthetic as reasonably possible and consistent with the open green space concept set forth above. Passive recreation areas may be included, with Standing Committee approval, consistent with the foregoing. In the event that such plan is not approved by the Town Board within six months, the parties may agree to extend such time period to approve such plan for additional 60 day periods. In the event that such plan is not approved by the Town Board by December 31, 1997, either the Operator or the Town may apply for binding arbitration regarding the terms and provisions of the plan. The costs and expenses of arbitration shall be paid by the Operator.

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

21. POST CLOSURE ALIENATION.

After Final Closure, the Operator agrees not to sell, transfer, or convey any interest in either the property upon which the Active Fill Area is proposed to be located or any interest in the post-closure operation itself (including the sale or assignment to a third party of the right to collect, transport, sell or make other use of the by-products generated by the Active Fill Area) without the written approval of the Town and the County, which approval shall not be unreasonably withheld. Gas extraction and the sale thereof shall be permitted.

22. PROHIBITION AGAINST HAZARDOUS WASTE DISPOSAL.

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

23. CHANGE IN OWNERSHIP.

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

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

C. That in conjunction with the foregoing, the Operator shall not transfer any of its interest in the operation of the

Solid Waste Facility or of its property interests in the Solid Waste Facility unless such party or entity can be demonstrated by the Operator to have the ability, both financial and operational, to comply with the terms of this Agreement, the administrative rules of the Department, or any other requirements of the landfill license or State law. The Operator shall provide documentation sufficient to demonstrate the same prior to transferring any Such interests. The Town and County shall have standing to challenge such transfer if the transferee is not found to be financially able or otherwise able to comply with the requirements of this Agreement, the Department landfill license and State law. The Town and the County shall have sixty (60) days from receipt of the aforementioned documentation in which to bring action in circuit court to prevent or avoid such transfer, unless such deadline is extended by mutual agreement of the Town, the County and the Operator.

24. OPERATION TERMS.

A. Initial Term and Extension.

The length of the Initial Term of this Agreement shall be as defined in Article 1.

B. Disposal Operations, Storage Operations and Treatment Operations.

During the Initial Term, the Operator shall be allowed to construct, repair, maintain and close the Solid Waste Facility and it shall also be allowed to continue to conduct Solid Waste Disposal Operations on the currently-licensed facility and at the Active Fill Area without any further payment to the Town or County of any fees, charges, taxes (except real and personal property), and without the further issuance of any licenses, approvals or permits, and without being subject to any further conditions, except as specifically provided for in this Agreement. It is the intent of the parties that this Agreement supersedes any and all fees, charges, taxes (except real and personal property), licenses, approvals and permits imposed by Town and County ordinances, except as specifically provided for in this agreement. The Mack Lane and Hoge Road agreements are specifically incorporated by and shall become a part of this contract, the same being attached hereto as Exhibits H and I.

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

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not conduct Storage

Operations nor shall it allow any Storage Operations at the Active Fill Area, except as noted below, unless with the written approval of the Department, and compliance with all applicable ordinances of the Town and County.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not conduct Treatment Operations nor shall it allow any Treatment Operations at the Active Fill Area, except with the written approval of the Department, and compliance with all applicable ordinances of the Town and County.

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

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

C. Initial Operations, Closure Operations And Post-Closure Operations.

The Operator, during the Initial Term, shall be fully responsible to the Town and County to properly maintain, properly construct, properly repair and to properly close the Active Fill Area at the Solid Waste Facility and to properly conduct the Disposal Operations and authorized Storage and Treatment Operations at the Solid Waste Facility. The Operator shall give the Town, County and Standing Committee 90 days notice of Final Closure.

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

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall be responsible to the Town and County to take any appropriate and necessary removal or remedial actions at the Active Fill Area.

The Operator, after the date of Final Closure, shall cease transportation of Solid Waste to the Active Fill Area and shall prevent any further transportation of Solid Waste to the Active Fill Area at the Solid Waste Facility, shall cease Disposal of any Solid Waste and shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area 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 and if, in addition, the Operator has complied with or will comply with any existing federal and state Solid Waste Facility laws and regulations applicable at the time of the approved Expansion.

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

D. Expansion.

The Active Fill Area shall not be expanded unless approved by the Department and as otherwise provided in this Agreement. If the Operator (or its successors or assigns) proposes an Expansion, it shall prepare and submit an Initial Site Report (hereinafter referred to as "I.S.R.") to the Town, the County, and the Department of Natural Resources. The Operator shall submit the I.S.R. to the Town and the County by certified mail with a separate written notice stating that it desires an Expansion, that the Operator agrees to have this agreement renewed and applied to such expansion, and that the Town and the County have six (6) months to either renew this Agreement as hereinafter provided or reject the same.

Upon receipt of the notice and I.S.R., the Town and the County shall have six (6) months to renew and continue this Agreement. If not renewed, this Agreement will expire at such time that the Active Fill Area reaches Final Closure.

If the Town and County choose to renew this Agreement and continue its applicability to the Expansion proposed in the I.S.R., they shall formally do so by motion or resolution within the six (6) month period and notify the Applicant by certified mail or personal delivery of such action.

The parties agree that if this Agreement is renewed by the Town and the County all terms and conditions stated in this Agreement shall be binding on both parties and applicable to the proposed Expansion, except as follows: The parties agree that the direct payment to the Town and the County shall continue at the applicable annual rates as set forth herein. If the Expansion is approved and the Town elects to continue this Agreement, the rates

set forth herein shall continue to be subject to escalator formula set forth in Article VI, Paragraph 1 below. Payments shall continue on a monthly basis.

If the Operator or the Town and County elect not to renew this agreement, the parties will proceed under the then state existing law. The parties may extend the six (6) month option period by mutual agreement.

If the I.S.R. is not required or permitted by law at the time the Applicant seeks Expansion, the Operator shall submit similar information to the Town and the County with its notice in lieu of the I.S.R.; however, such information shall include but not be limited to: location, site parameters, elevations, capacity, projected site life, and site access.

E. Local Approvals.

By adoption of a resolution authorizing the execution of this Agreement, the Town, through the Town Board, and the County, through the County Board, does hereby waive its applicable Local Approvals, Pre-Existing Local Approvals, regulations, and ordinances that may be required of the Operator to allow it to construct, operate, maintain, repair, close and to provide Long-Term Care of the Active Fill Area, and to continue to conduct such activities on the currently-licensed landfill; to undertake any remedial investigations and feasibility studies of the original landfill and the implementation of any Removal and/or Remedial Actions required by USEPA. This waiver shall continue until forty (40) years after Final Closure or until the Long-Term Care responsibility of the Operator ceases. However, this waiver does not extend to any Expansion. The waiver shall extend to Long-Term Care Operations which the Operator must undertake pursuant to the Department's regulations pertaining to the Solid Waste Facility.

These regulatory and enforcement waiver provisions do not apply to any persons other than the Operator.

These regulatory and enforcement waiver provisions do not apply for any other uses, operations or businesses at the Solid Waste Facility except: (1) those uses, operations and businesses that are directly and specifically related to and consistent with Solid Waste Disposal Operations of the Active Fill Area and at the currently-licensed facility, (2) those uses that are being undertaken by the Operator at the time of execution of this Agreement; and (3) the expansion of recycling operations at the Landfill to permit on-site sorting, compacting, crushing, baling, densifying, and chipping of recyclable materials, but not to include melting and smelting, or any other process involving the actual reuse or remanufacture of recyclables.

Notwithstanding, the foregoing, these regulatory and enforcement waiver provisions do not include speed limits, issuance of Waste hauler permits (with a fee not to exceed what is reasonable and customary), litter control, building permits, rules of the road, road obstruction, excavation powers, fire safety permits, or off-site zoning. Any recycling involving melting, smelting, or other remanufacture or reuse of recyclables, shall be subject to the conditional use permit and permit process as set forth in applicable Town and County ordinances. Any other use of the property not hereinbefore referenced shall be approved by the Town and County pursuant to the normal procedures involved with obtaining conditional use permits in the existing zoning of the property or upon such rezoning of the property which the County and Town may grant.

This agreement specifically supersedes the County zoning to the extent such uses are consistent with those permitted in this section on the property described as the Active Fill Area, subject to those requirements that are placed upon the Landfill Operator under this agreement or by the Department of Natural Resources in approving the Feasibility Study, the Plan of Operation or further modifications of the Plan in the future.

Upon execution of this agreement, the Town and County agree not to request any contested case hearings relating to feasibility of the landfill. By approval of this agreement, the Town and County each forever waive any right to seek judicial review of the decisions of the DNR related to the approval of the initial site report, site appropriateness, feasibility report, the plan of operation or the issuance of the license for the landfill unless inconsistent with this agreement. Upon execution of this agreement, the Town and County shall dismiss any pending contested case hearings.

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

25. STANDING COMMITTEE.

The Operator and the Local Committee shall agree to the formation of a Standing Committee ("Committee") which would consist of four (4) residents of the Town appointed by the Town Board and the Jefferson County Board Solid Waste Management manager or his designee. The Committee shall have the functions described in Exhibit "C" attached hereto and made a part thereof. Specifically,

the Committee shall exercise its powers pursuant to the procedures set out in Exhibit "C".

The Standing Committee shall receive the amount of \$5,000.00 each February 10 paid directly from the Operator. This amount shall be credited against the Operator's next host fee payment. Any additional monies requested by the Standing Committee to carry out its function shall be submitted to the Town Board. Any funds in the Standing Committee account as of January 31 of each year shall be turned over to the Landfill Operating Fund, unless the Committee votes by 2/3 majority to retain such funds on the basis that they are currently needed or needed in the immediate future to carry out specific tasks related to environmental or other concerns relating to the landfill.

All Committee funds shall be kept in either a bank account or the Wisconsin Local Government Pooled Investment Fund in Madison. The foregoing amount of \$5,000.00 shall be increased by the Consumer Price Index formula set forth elsewhere in this Agreement.

26. EXISTING AGREEMENTS.

The Operator acknowledges three existing Agreements that it has with the Town of Koshkonong, those Agreements referred to as the "Mack Lane Agreement", the Hoge Road contract and the 1995 garbage collection and disposal contract, which also incorporates certain recycling, composting and related provisions. This Agreement shall in no way replace, reduce or adversely affect any negotiated benefits of the Operator, the Town or those of any of its citizens or businesses under those contracts.

ARTICLE V
FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1. INDEMNIFICATION TO THE TOWN AND COUNTY.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall indemnify, hold harmless, support and defend the Town and the County, their respective officers, their respective employees, their respective agents and the Local Committee members appointed under §144.445, Wis. Stats., and Standing Committee Members from any and all liability, loss, cost, expenses (including costs 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, the County, their respective officers, their respective employees, their respective agents, the Local Committee members appointed under §144.445, Wis. Stats., or the Standing Committee, brought by any party wherein such injury or damage arises in any way as a result of any anticipated or unanticipated occurrence as defined below, including acts or omissions, negligent or otherwise, of the parties indemnified hereunder or that result from the actions or negligence of the Operator or its agents in connection with the Active Fill Area, with the Solid Waste Facility and with any other obligation of the Operator under this Agreement. For the purposes of this Agreement, an occurrence shall be deemed to be any event or damage associated with the negotiation/arbitration process that occurred pursuant to Chapter 144, Wis. Stats., any event or damages for which the parties indemnified might be held liable, in whole or in part, 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 any events or damage which result from the actions or negligence of the Operator or its agents in connection with any Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility or any operations related thereto.

Except as provided below, the above-noted provision shall include full reimbursement to the Town, to the County, to their respective officers, to their respective employees, to their respective agents, to the Local Committee and Standing Committee by the Operator of the legal fees and the legal costs of any legal defense by the Town, the County, by their respective officers, by their respective employees, by their respective agents, by the Local Committee members appointed under §144.445, Wis. Stats. and Standing Committee members. Additionally, except as provided below, the Town, the County and the above-noted parties shall have the right to select for legal defense their own attorney(s) with

full reimbursement for any legal fees and costs to be made to such attorney(s) by the Operator.

Notwithstanding the language above, the Operator need not indemnify the Town, the County, their respective officers, their respective employees, their respective agents, the Local Committee members appointed under §144.445, Wis. Stats., or the Standing Committee members wherein it is found by a court of competent jurisdiction that the injury or damage was the result of the sole negligence of or the result of the intentional, wanton or willful acts of the Town, the County, their respective officers, their respective employees, their respective agents, the Local Committee members appointed under §144.445, Wis. Stats., or the Standing Committee members, or any combination thereof. All claims for indemnification by the Town, County or other parties listed under this section shall be asserted and resolved as follows:

- (a) In the event that any claim or demand for which the Operator would be liable to the Town, County, or other named parties (hereinafter collectively 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, the Operator 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". The Operator shall have fifteen (15) days from the time the Claim Notice is post-marked or such shorter time as may be reasonably required under the circumstances (the "Notice Period") to notify the Indemnatee(s)
 - (1) whether or not the liability of the Operator to such party hereunder with respect to such claim or demand is disputed, and
 - (2) whether or not the Operator desires at its sole cost and expense to defend the Indemnatee against such claim or demand.
- (b) In the event that the Operator notifies Indemnatee within the Notice Period of its desire to defend the Indemnatee against such claim or demand, except as hereinafter provided, the Operator shall have the right to defend by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by it to a final conclusion. To the extent that a defense against any such claim or demand or any portion thereof is finally

unsuccessful, it shall conclusively be deemed an indemnification obligation of the Operator. If the Indemnatee desires to participate in, but not control, any such defense or settlement it may do so at its sole cost and expense.

- (c) If the Operator elects not to defend the Indemnatee against any claim or demand, whether or not giving the Indemnatee timely notice as provided above or otherwise, then the Indemnatee shall defend such claim and shall use the procedures under paragraph (d) to challenge the Operator's decision not to defend. In the event Indemnatee prevails in his challenge of the Operator's election, then Indemnatee's costs and expenses shall be deemed an indemnification obligation of the Operator.
- (d) Disputes regarding the liability of the Operator to Indemnatee under this section shall be resolved by arbitration in the manner provided in Article V, Section 3, subsection "A". While awaiting resolution of such disputes, costs incurred from any action taken by a party to protect its interests or any loss suffered due to inaction may be the subject of a claim brought before the arbitration panel handling the dispute as to liability.
- (e) Notwithstanding any of the foregoing language, this agreement does not, and is not, in any way intended to waive any of the protections afforded a municipality by statute, including those established by §893.80, Wis. Stats.

2. FINANCIAL ASSURANCE.

A. Letters of Credit/Surety Bond.

Within twenty (20) days after the execution of this Agreement, the Operator shall provide the Town with an irrevocable and unconditional letter of credit or surety bond in the amount of Fifty-Thousand Dollars (\$50,000) to assure the Operator's compliance with all of the terms and conditions contained in this Agreement, including the indemnification and duty to defend requirements contained in Article V, Section 1. The amount of financial assurance shall be increased to Seventy-Five Thousand Dollars (\$75,000) on the third anniversary date that the Solid Waste is first disposed of in the Active Fill Area. The amount shall be increased to One Hundred Thousand Dollars (\$100,000) on the sixth anniversary date after Solid Waste is first disposed of in the Active Fill Area. The Operator shall thereafter maintain the letter of credit or surety bond in the amount of One Hundred

Thousand Dollars (\$100,000) in full force and effect, until ten (10) years after Final Closure. The Operator's obligation to provide such financial assurance is not to be annually adjusted as provided in Article VII, Paragraph 4, and Article VI, Paragraph 1, *infra*.

Such financial assurance shall include assurance that the Operator complies with all of the terms and conditions of this Agreement, including, but not limited to:

- (a) The Operator, during the time period required for maintenance of such financial assurance, shall fully comply with all of the terms and conditions contained in this Agreement.
- (b) The Operator, during the time period required for maintenance of financial assurance, shall faithfully and properly construct, repair, maintain, close and provide Long-Term Care in the Active Fill Area, and the Operator shall 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.
- (c) The Operator, during the time period required for maintenance of such financial assurance, shall save harmless, indemnify and defend the Town, the County, their respective officers, their employees, their respective agents, the Local Committee and its members as appointed under §144.445 Wis. Stats., and Standing Committee members:
 - (1) From any costs, expenses and damages incurred by the Town, by the County and by the above-noted parties through the failure of the Operator to faithfully and properly construct, operate, repair, maintain, close the Active Fill Area and to faithfully and properly provide Long-Term Care in the Active Fill Area and to properly conduct the Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations at the Solid Waste Facility as required by this Agreement. Such costs, expenses and damages related to the Solid Waste Facility incurred by the Town, by the County or by the above-noted parties which may have been incurred by actions taken by the Town, by the County or by the above-noted parties to correct improper

conditions in the Active Fill Area or at any other location at the Solid Waste Facility. Such costs, expenses and damages incurred by the Town or by the County may specifically include, but are not limited to any remedial action costs and expenses or any removal costs and expenses incurred. In addition, such costs, expenses and damages may include other costs or expenses incurred by action taken by the Town or by the County to correct any violation of the terms of this Agreement. Finally, such costs, expenses and damages may include any labor costs and any equipment costs incurred by the Town or by the County, whenever the Town or the County both determine that it is appropriate and necessary for any one or both of them to correct any improper condition in the Active Fill Area or at any other location at the Solid Waste Facility wherein the improper conditions are in violation of any term or condition of this Agreement; or

- (2) From any expenses and damages incurred by the Town, by the County or by the above-noted parties related to the Solid Waste Facility and as a result of any violation by the Operator of:
 - (i) federal or state laws,
 - (ii) federal or state regulations,
 - (iii) federal or state permits, or
 - (iv) this Agreement; or,
- (3) From any costs, expenses and damages incurred by the Town, by the County or by their above-noted parties related to the Solid Waste Facility and as a result of the negligent acts, wanton or willful acts or intentional tortious acts of the Operator or its agents and wherein the Operator shall, pursuant to Article V, Section 1, save harmless, indemnify and defend the Town, the County, their respective officers, their respective employees, their respective agents, the Local Committee and its members appointed under §144.445 Wis. Stats., and Standing Committee members, from any claim against the above-noted parties for costs, expenses and damages

incurred by a third party due to the negligent acts, wanton or willful acts or intentional acts or omissions of the Operator or its agents toward any third party wherein such 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. Notwithstanding the foregoing, costs, expenses and damages caused by the sole negligence or the willful, wanton or intentional acts of the Town, County or their officers, employees or agents shall not constitute claims against the letters of credit.

- (d) The Operator, during the time period required for maintenance of such financial assurance, shall properly and in a timely manner reimburse the Town or the County or both for any reasonable legal costs and legal fees incurred by the Town or by the County or both in enforcing this Agreement against the Operator, if required to do so by any provision of this agreement.

B. Enforcement of Security Requirements.

Failure by the Operator to provide and to maintain the financial assurance shall subject the Operator to immediate enforcement action, under which the Town or the County or both shall have the right to seek and obtain a court order to compel compliance subject to the provisions herein together with costs and attorneys fees.

3. COMPENSATION FOR COSTS, EXPENSES AND DAMAGES TO THE TOWN AND COUNTY.

A. General Reimbursement of Costs, Expenses and Damages.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall fully reimburse the Town, the County, the appropriate municipal fire service units and the appropriate municipal ambulance service units in the Town and County within twenty (20) days after the Town, the County the appropriate municipal fire service units or the appropriate municipal ambulance service units submit to the Operator a written

invoice documenting for the Operator the total dollar amount due from the Operator for the reasonable and necessary costs, for the reasonable and necessary expenses and for the actual damages incurred by the Town, the County, 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 Town or County which occurred as a result of the transportation to and from the Solid Waste Facility of Solid Waste or other Waste by the Operator, which occurred as a result of the Disposal, Storage or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility, or which occurred as a direct result of the Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Active Fill Area or at any other location at the Solid Waste Facility.
- (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 Town and County, which occurred as a direct result of the transportation to and from the Solid Waste Facility of Solid Waste or other Waste by the Operator which occurred as a result of the Disposal, Storage or Treatment of Solid Waste or other Waste in the Active Fill Area or at any other location at the Solid Waste Facility or which occurred as a 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 other Waste in the Active Fill Area or at any other location at the Solid Waste Facility or which occurred as a direct result of Disposal Operations, Storage

Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility wherein the Town, the County, 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 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:

- (a) to prevent a public nuisance in the Town or County,
- (b) to protect the public health, safety and welfare of persons in the Town or County, or
- (c) to protect the natural resources in the Town or County, and, in addition, that the above-noted individual municipalities or the appropriate municipal service units then determined it was appropriate and necessary that the Operator reimburse the municipalities and/or the appropriate municipal service units for providing the specific services and for providing the specific benefits. These services and benefits provided by the appropriate municipalities and/or by the appropriate municipal service units to the Operator may include any Remedial Action costs or any Removal Action taken by such municipalities or municipal service units.

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

- (i) the total amount of the costs, expenses and damages that were incurred by the individual municipality or by the appropriate municipal service unit when submitted by written invoice by the individual municipality or by the appropriate municipal service unit to the Operator was more than Twenty and No/100 (\$20.00) Dollars in amount,
- (ii) the specific costs, expenses and damages submitted for payment to the Operator were incurred by the individual municipality or by the appropriate

municipal service unit and such 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 party or parties by such municipality or by such appropriate municipal service unit for the specific services or specific benefits provided, and

- (iii) such public services are over and above those normally provided to residents of the Town or County.

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

Any controversy or claim by the Town or County or the Operator arising out of or relating to the amount due the Town or County from the Operator or paid from the Operator to the Town or County pursuant to this subsection shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in accordance with Chapter 788, Wis. Stats., or its successor chapter. Judgment upon the award rendered by the arbitrators may be entered in any court in the state of Wisconsin having competent jurisdiction. The loser in arbitration, shall pay any reasonable attorneys fees and legal costs of the other party or parties up to, but not to exceed, a total of Two Thousand Dollars (\$2,000). This amount shall be annually adjusted as provided in Article VI, Paragraph 1, *infra*.

B. Reimbursement for Negotiation Expenses.

The Operator shall, no later than fifteen (15) days after the execution of this contract, pay any remaining expenses of the Town, County, and Negotiating Committee, incurred as a result of the County and Town participating in the negotiating process up to the date of local committee approval of this Agreement.

ARTICLE VI
COMPENSATION TO THE TOWN AND COUNTY

1. DIRECT PAYMENT.

In consideration for the Town and County serving as host municipalities, and in consideration of such municipalities waiving their Local Approvals and Pre-Existing Local Approvals, as set forth in this Agreement, and accepting the adverse consequences and various responsibilities associated with the location of a landfill in their municipalities, and in consideration of all other matters as set forth in this Agreement, the Operator shall pay into the Town of Koshkonong Landfill Fund a host fee in an amount equivalent to \$0.9776 per gross cubic yard of air space used in the Active Fill Area of the current site and this expansion known as the Superior Valley Meadows Landfill.

The base rate of \$0.9776 per cubic yard shall increase to an amount that is determined by multiplying the preceding base rate by the percentage change of the Consumer Price Index as of January first of each calendar year beginning in 1997. 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 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. All rates and payments referenced in this agreement shall be increased on said basis.

Except as set forth below, direct payments will commence on the later of the signing of this agreement by the appropriate officials of the Town and County, or January 1, 1997. The signing of this agreement by the Operator will be deemed to have occurred prior to January 1, 1997, regardless of when the Operator signs the agreement. If this agreement is signed by the Town officials prior to March 15, 1997, and signed by the appropriate County officials prior to March 15, 1997, the signing of this agreement by the Town and County officials will be deemed to have occurred prior to January 1, 1997, so that direct payments commence January 1, 1997. The Operator need make no direct payments unless and until the Operator receives a feasibility determination from the D.N.R. deemed favorable by the Operator. However, if the Operator 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 nor the County may revoke their acceptance of this Agreement as evidenced by the signing of this Agreement by Town and County representatives prior to December 31, 1997. If the Operator has received a feasibility determination from the DNR deemed favorable by the Operator and acknowledged such in writing prior to December

31, 1997, or if the Operator has waived in writing the provision of this agreement relating to receipt of such a feasibility determination prior to December 31, 1997, then in either event, neither the Town nor the County may revoke their acceptance of this agreement. The Operator may revoke its acceptance of this Agreement and declare this Agreement void after receipt of a feasibility determination deemed not favorable by the Operator.

In no event shall local approvals waived by the Town or County by virtue of this agreement be deemed to be an effective waiver until one of the following occurs:

- a. A favorable feasibility determination has been received by the Operator and acknowledged as such in writing, and the Town receives all retroactive payments for the current site; or
- b. The Operator 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
- c. The Operator and the Town agree to an alternate site in the Town of Koshkonong for the new active fill area and all retroactive payments are received by the Town as provided for above in this contract.

The Operator shall compute the amount of direct payment monthly. Direct payments shall be made within fifteen (15) days of the last day of the preceding month for the waste deposited during such month.

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

Any payment that is received late shall accrue interest at the rate of one and one-half percent (1½%) per month. Such late payment interest charges shall be calculated on a daily basis and shall be compounded on a monthly basis until fully paid.

The Operator shall provide to the Town, County and Standing Committee all documents submitted to the Department pertaining to the recording and documentation of the waste received. In addition, the Town, County or Standing Committee may inspect the originals of such documentation or the daily records of the Operator upon 24 business hours prior notice. The Operator shall also provide, within ten (10) days after the receipt, copies of any field or aerial surveys performed by the Operator or any of its

agents to determine the volume of waste used during any time period.

If at any time the Town or County so desires, either may retain an independent consulting firm to perform computations in order to verify the Operator's reported airspace consumed. Such consulting firm may use field or aerial surveys to verify such 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 one thousand three hundred fifty pounds or 0.675 tons. The party (County or Town) retaining the independent consulting firm shall pay all costs unless such independent consulting firm's computations reveal that the Operator's reported air space consumed to the Town and County has been understated by ten percent (10%) or greater. If so understated, the costs of such computations shall be borne by the Operator, and the Operator shall pay the costs of such independent consulting firm within thirty (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 Operator 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 Operator has overstated the amount landfilled, the Operator shall receive a credit toward its future payments required under this article of this agreement.

Notwithstanding the foregoing, the Operator shall be required to install, maintain, and certify bi-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 being Disposed of 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 Town shall have access to all computer-generated data or written reports pertaining to waste received at the site. The Operator shall keep records and logs of all trucks coming into the site and include the following data:

- A. Name of Acknowledged Transporter.
- B. Time and date of Disposal.
- C. Truck weight (gross weight, truck weight, and net garbage weight).

D. Origin of waste by state.

E. Type of waste.

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

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

2. CLEAN SWEEP.

The Operator shall contribute Ten Thousand Dollars (\$10,000.00) per year to Jefferson County for its Clean Sweep Program for Disposal of household hazardous waste beginning in the first year that Operator deposits waste in the Active Fill Area. This amount shall be increased using the Consumer Price Index as previously stated.

3. WASTE VOLUME SURCHARGE.

Any volume of waste disposed of at the Landfill Site exceeding 350,000 tons per calendar year shall be subject to a twenty percent (20%) surcharge in host fees.

4. DISTRIBUTION OF DIRECT PAYMENTS.

All payments provided to the Town and County shall be disbursed as set forth in this paragraph.

\$5,000.00 shall be paid annually from the first monthly payment into the account of the Standing Committee, as expressly provided for in Article IV, Paragraph 26. From the next payments, the Town shall receive an annual fee to be paid into the Town General Fund in the amount of \$50,000.00. \$10,000.00 shall be paid to the County for purposes provided for in this agreement. An additional \$50,000.00 shall be paid to the Town for the purpose of reducing the special assessment for garbage hauling, disposal and recycling. All remaining sums shall be placed into two landfill funds. These amounts shall be annually adjusted as provided in Article VI, Paragraph 1, infra.

Twenty-five percent (25%) of the remaining amounts received from the Operator as direct payments shall be placed into the Town of Koshkonong Landfill Reserve Fund. The remaining seventy-five percent (75%) shall be placed into the Town of Koshkonong Landfill Operating Fund from which proceeds may be disbursed as authorized

by the Town of Koshkonong Board as more specifically provided for in the Landfill Fund addendum attached hereto as Exhibit D.

In any calendar year, if funds are insufficient to be available for the Landfill Fund or to meet the other obligations, the Standing Committee amounts shall be paid first, and the Town and County annual payments shall be paid on a pro-rata basis between the Town and County of the amounts received, as they are received.

ARTICLE VII
MISCELLANEOUS PROVISIONS

1. EXPANSION.

No further expansion of the Active Fill Area shall occur anywhere in the area delineated as the Solid Waste Facility or on property owned by Superior Services, Inc., or any agent thereof, whether now owned or hereinafter acquired, without the written approval of the Town Board.

2. COMPOSTING.

The Town, its residents and its property owners shall have free access to any composting facility operated by Operator, so long as such composting facility is operational.

3. OTHER.

The Operator will provide the Town with two two-yard containers dumped once per week at a location within the Town.

4. APPLICATION OF COST OF LIVING ADJUSTMENT:

Except as expressly provided above, each of the parties' respective financial obligations set forth in this agreement shall be annually adjusted by the rate escalator provided in Article VI, Paragraph 1, above.

ARTICLE VIII
GENERAL PROVISIONS

1. NOTICE TO PARTIES.

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

A. Superior Valley Meadows Landfill
Attention: Ed Scaro
W5429 Hoge Road
Fort Atkinson, WI 53538

B. Town of Koshkonong
W5609 Star School Road
Fort Atkinson, WI 53538

C. Negotiating Committee:

Ed Smith
P.O. Box 6
Fort Atkinson, WI 53538

Ms. Diane McConnell
W5153 Bark River Road
Fort Atkinson, WI 53538

Mr. Fred W. Negus, Sr.
N664 Buckingham Road
Fort Atkinson, WI 53538

Mr. Gene Ott
N2562 Highway N
Fort Atkinson, WI 53538

Mr. August Lehmann
W5250 Hoge Road
Fort Atkinson, WI 53538-9355

Mr. John Weiss
800 North 1st Street
P.O. Box 37
Palmyra, WI 53156

- D. Jefferson County, County Clerk
Jefferson County Courthouse
320 South Main Street
Jefferson, WI 53549
- E. County Solid Waste Management Committee (or their
designee)
Jefferson County Courthouse
320 South Main Street
Jefferson, WI 53549

The parties acknowledge that, after this Agreement is executed, the members of the Negotiating Committee will not be noticed with any further matter as provided for in this Agreement, as the Negotiating Committee will cease to exist. The Town shall advise the Operator of members of the Standing Committee after they are appointed.

2. HEADINGS.

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

3. GOVERNING LAW.

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

4. WAIVER.

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

5. COMPLETE AGREEMENT.

This Agreement supersedes all prior contracts or agreements, whether oral or written that were or could have been negotiated pursuant to §144.445, Wis. Stats., between the Town, the County, the Operator, and the Local Committee. In addition, this Agreement, unless specifically stated to the contrary, does not address nor does it determine for the Town, the County, the Operator or the Local Committee the following:

- (a) The applicability or non-applicability and the enforceability or non-enforceability of any non-Pre-Existing Local Approvals of the Town or of the County related to any uses of the Solid Waste Facility or related to any activities or operations related to or associated with the Solid Waste Facility by any persons not directly subject to this contract.
- (b) The applicability or non-applicability and enforceability or non-enforceability of any non-Pre-Existing Local Approvals of the Town or of the County related to any uses of the land wherein the Solid Waste Facility is located or related to any activities or operations at any time related to or associated with the Solid Waste Facility by the Operator, or by any other persons wherein such uses of the land where the Solid Waste Facility is located and wherein such 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.
- (c) The applicability or non-applicability and the enforceability or non-enforceability of any non-Pre-Existing Local Approvals of the Town or of the County for any activities or operations by the Operator, or by any other parties 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 Town and County and wherein such 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 Agreement may be amended only by a mutually-stipulated written agreement between the Town, the County and the Operator.

7. BINDING EFFECT.

This Agreement will bind the Town, the County, the Operator, the Local Committee, their respective legal heirs, their respective legal representatives, their respective legal successors and their respective legal assigns.

NEGOTIATING COMMITTEE

Approved this 26th day of February, 1997.

By: Gene Ott
Gene Ott, Chairman

Betty Rudoll
Betty Rudoll, Secretary

JEFFERSON COUNTY

Approved this 25 day of APRIL, 1997.

By: Winifred M. Wilson
Chairman

ATTEST: Barbara A. Fink
County Clerk

TOWN OF KOSHKONONG

Approved this 26th day of February, 1997.

By: D. Jae Ames
D. Jae Ames, Town Chairman

ATTEST: Judith Almquist
Judith Almquist, Town Clerk

SUPERIOR SERVICES, INC.

Approved this 5th day of March, 1997.

By: Gary Blacktopp
Gary Blacktopp
Operating Vice-President, Lake
Region

By: Peter Ruud
Peter Ruud, Corporate Secretary

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

SUPERIOR SERVICES, INC.


CERTIFICATE OF SECRETARY

I, Peter J. Ruud, do hereby certify that:

1. I am the duly elected, qualified and acting Secretary of Superior Services, Inc., a Wisconsin corporation (the "Corporation").

2. Attached hereto as Exhibit A is a true and correct copy of Resolutions duly adopted by the Board of Directors of the Corporation. Such resolutions have not been modified or repealed and are now in full force and effect, and constitute all of the resolutions and actions of the Board of Directors of the Corporation relating to negotiation and execution of an agreement between the Corporation, the Town of Koshkonong and Jefferson County known as the Superior Valley Meadows Landfill Negotiated Agreement.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on this 12th day of February, 1997.



Peter J. Ruud, Secretary

EXHIBIT A

RESOLUTIONS OF THE BOARD OF DIRECTORS OF SUPERIOR SERVICES, INC.

RESOLVED, that one or more of the officers of the Corporation, either acting alone or together, be, and they hereby are, authorized and directed to negotiate, enter into and execute on behalf of the Corporation an agreement between the Corporation, the Town of Koshkonong and Jefferson County known as the Superior Valley Meadows Landfill Negotiated Agreement pertaining to the operational requirements and financial obligations of the Corporation in connection with the existing Superior Valley Meadows Landfill site and the proposed new site containing such terms as the officers in their discretion deem necessary or appropriate.

FURTHER RESOLVED, that the officers of the Corporation, either acting alone or together, be, and they hereby are, authorized to negotiate and execute any additional documents and to pay such fees and expenses as they determine to be necessary or advisable to effectuate the above resolutions and to perform the obligations of the Corporation.

04-02-05-97

Exhibit "A"

ACTIVE FILL AREA - SUPERIOR VALLEY MEADOWS

Legal description:

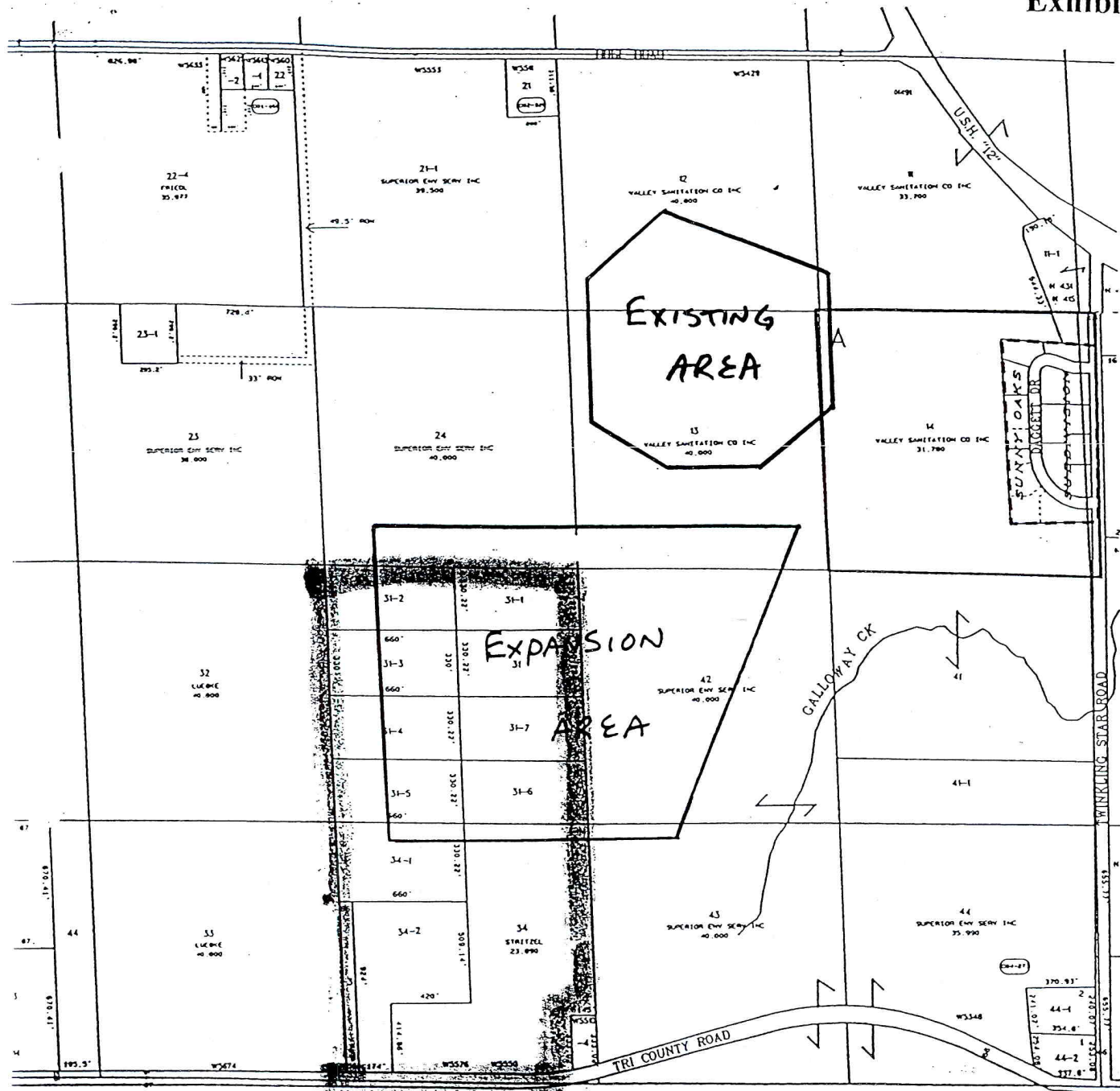
Existing Active Area - Valley Sanitation Landfill:

The W.1/2 of the N.E.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, containing 29 acres, more or less.

Expansion Active Area - Superior Valley Meadows Landfill:

The S.1/2 of the S.E.1/4 of the N.W.1/4 and the W.1/2 of the S.W.1/4 and the W.1/2 of the S.E.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, containing 75 acres, more or less.

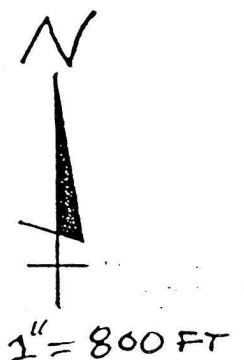
These two areas are so noted on the attached plan labeled Exhibit "A-1".



Areas Currently Owned by Superior Services, Inc.

~~Currently under Option by Superior Services, Inc.~~

66 ft. Easement/Roadway in question.



Note: Existing Area of Landfill Development and Expansion Area for Landfill Development are approximate. See Feasibility Report (Nov. 1996), for more specific site information.

Ed Scaro
Area Market Development Manager



Superior Services Market Development - Central Region
Superior Valley Meadows Landfill
1215 Klement Street
Fort Atkinson, Wisconsin 53538
(414) 473-4890
FAX (414) 473-5179

February 4, 1997

Mr. Patrick J. Hudec
Hudec Law Offices, S.C.
2100 Church Street
East Troy, WI 53120

RE: Town of Koshkonong/Valley Meadows Landfill Negotiations

Dear Pat:

A-2

In response to your letter of January 28, 1997, we have prepared Exhibit "~~A~~" as requested. With respect to the 66' easement/roadway, I have highlighted this area on the exhibit. Note that this easement was developed by the Stritzel's as part of their subdividing of parcels to each other. Because we will own all of the related parcels when the option for their property is executed, this specific easement has no purpose to Superior. As stated in our agreement, we will only have the one access off of Hoge Road.

Please feel free to contact me regarding this issue.

Sincerely,


Ed Scaro
General Manager

cc: John Short

Exhibit "B"

TOTAL FACILITY - SUPERIOR VALLEY MEADOWS LANDFILL

Legal Description:

The following-described real estate situated in the Town of Koshkonong: The N.E.¼ of Section 35"5"14, containing 160 acres, according to Government Survey.

Also the N. 30 acres of the N.E.¼ S.E.¼ of said Section 35, Township and Range aforesaid.

Also all that part of the N.W.¼ of Section 36"5"14, which lies N. of the road running from Whitewater to Fort Atkinson, and W. of the road running from said last mentioned road to Cold Spring, containing 15.96 acres, more or less.

Also all that part of the said N.W.¼ of Section 36, Township and Range aforesaid, which lies W. of the highway running N. and S. on the Section line between Sections 35 and 36, and S. of the said road running from Whitewater to Fort Atkinson, containing about 1½ acres, be the same more or less.

Except a parcel of land lying in the N.E.¼ of section 35, and the N.W.¼ of Section 36"5"14: Beginning at a point which is N.4°10'E. 1185.90 feet from the W.¼ corner of Section 36 and in the center of the township road; thence N.82°8'W. 112.48 feet; thence N.20°5'W. 544.33 feet; thence N.1°59'E. 52.11 feet; thence N.65°25'E. 190.18 feet to the center of the Federal Highway 12; thence S.36°44'E. 65.86 feet along the centerline of Highway 12 to the point of the curve, left 2000 ft. radius; thence 178.61 feet along the centerline of the curve in Highway 12, the sub. chord of which is S.41°36'E. 178.55 feet to the intersection of the curve and sub. chord with the township road; thence S.4°10'W. 472.57 feet along the center of the township road to the point of beginning, containing 3.15 acres of land, more or less.

Also except a 10.00 acre parcel being 8.5 acres in Section 35 and 1.5 acres in Section 36, all in T5"14, described as follows: Commencing at a stone monument marking the N.E. corner of Section 35"5"14; thence S.2°31.6'W., 1455.70 feet along the E. line of said Section to an iron pipe stake which is the point of beginning; continuing thence S.2°31.6'E., 909.80 feet to an iron pipe stake which bears N.2°31.6'E., 282.20 feet from an iron pipe stake marking the E.¼ corner of said Section; thence N.87°50'W., 400.00 feet to an iron pipe stake; thence N.2°31.6'E., 950.64 feet parallel with said section line to an iron pipe stake; thence S.82°00'E., 401.83 feet to the point of beginning. Said parcel contains 8.5 acres.

Also 1.5 acre parcel in section 36"5"14, described as: Commencing at a stone monument marking the N.E. corner of Section 35"5"14; thence S.2°31.6'W., 1455.70 feet along the E. line of said section to an iron pipe stake which is the point of beginning; continuing thence S.2°31.6'W. 909.80 feet to an iron pipe stake which bears N.2°31.6'E., 282.20 feet from an iron pipe stake marking the E.¼ corner of said Section; thence S.87°50'E. 57.14 feet to a point on the centerline of a town road; thence N.4°22.5'E., 901.65 feet

along said road centerline to a point; thence N.82°00'W., 86.60 feet to the point of beginning.

Also except all land conveyed by Regina Waleske and Isabelle Welch to Jefferson County by conveyance dated May 29, 1951, and recorded in the office of the Register of Deeds for Jefferson County, Wisconsin, on June 18, 1951, in Vol. 269 of Deeds on P. 249 as Document No. 455933. Subject to the terms and conditions contained in agreement recorded September 4, 1957, in Vol. 22 of Misc. on P. 469, Document No. 526153, Jefferson County records and subject to any easements of record.
Acreage: 194.31

35-05N-14E N.E.¼ N.W.¼. Also E. 49.5 feet of N.W.¼ N.W.¼ except CSM 524-2-328, 39.5 acres.
Also S.E.¼ N.W.¼, 40.0 acres.
Also S.W.¼ N.W.¼ except PCL 295.20 feet SQ 729.40 feet W. of NE/C subject to ROWS, 38.0 acres.
Acreage: 117.5

35-05N-14# N.W.¼ S.E.¼, 40.0 acres; and
N. 330 feet of S. 1620 feet of E½ S.E.¼, 10.0 acres; and
S.W.¼ S.E.¼, 40.0 acres; and
S.E.¼ S.E.¼ except CSM 1314-4-273, 35.990 acres.
Acreage: 125.99

ALSO THE FOLLOWING PROPERTY, 79 ACRES IN TOTAL, THE OPERATOR HAS AN OPTION TO PURCHASE:

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 to the N.W. corner of the E. 1/2 of said S.W.1/4; thence S.87°55'E. 1320.00 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4, 330.22 feet to the place of beginning; thence continue S. parallel with said W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence N.87°55'W. 660.00 feet; thence N. 330.22 feet; thence S.87°55'E., 660.00 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 to the N.W. corner of the E.1/2 of said S.W.1/4; thence S.87°55'E. 660.00 feet to the place of beginning; thence continue S.87°55'E. 660.00 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4 330.22 feet; thence N.87°55'W. 660.00 feet; thence N. 330.22 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, described as follows, to-

wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 2244.88 feet to the place of beginning; thence continue N. along said W. line of said E.1/2 of the said S.W.1/4 to the N.W. corner of the E.1/2 of the S.W.1/4; thence S.87°55'E., 660.00 feet; thence S. parallel with the said W. line of said E.1/2 of said S.W.1/4 to a point, which is 660.00 feet to the place of beginning; thence N.87°55'W. 660.00 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 1914.66 feet to the place of beginning; thence continue N. along said W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence S.87°55'E. 660.00 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4 330.22 feet; thence N.87°55'W., 660.00 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W. 1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, as described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 1584.44 feet to the place of beginning; thence continue N. along said W. line of said E.1/2 of said S.W.1/4 330.22 feet; thence S.87°55'E. 660 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4 330.22 feet; thence N.87°55'W. 660.00 feet to the place of beginning, containing 5.0 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4, 1254.22 feet to the place of beginning; thence continue N. along said W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence S.87°55'E. 660.00 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence N.87°55'W., 660.00 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4, thence S.87°55'E., 240 feet along the S. line of said Section 35 to the place of beginning; thence N. parallel with the W. 1/16 line of said Section 35 414.86 feet, thence S.87°55'E., 420 feet, thence N. parallel with said 1/16 line 1234.48 feet, more or less to a point 990.66 feet S. of the N. line of said S.W.1/4, thence S.87°55'W., 660.00 feet, more or less to the E. line of said S.W.1/4, thence S. along the E. line of said S.W.1/4, 1316.32 feet, more or less, to a point 333.02 feet N. of the S.E. corner of said S.W.1/4, thence N.87°55'W. parallel with the S. line of said

S.W.1/4 145.00 feet, thence S. parallel with the E. line of said S.W.1/4, 333.02 feet to the S. line of said Section. Thence N.87°55'W. along said S. line 935 feet more or less to the place of beginning, containing 27.88 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4; thence N. along the W. line of said E.1/2 of said S.W.1/4 to the N.W. corner of the E.1/2 of said S.W.1/4; thence S.87°55'E., 1320.00 feet; thence S. parallel with said W. line of said E.1/2 of said S.W.1/4, 660.44 feet to the place of beginning; thence continue S. parallel with said W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence N.87°55'W., 660.00 feet; thence N. 330.22 feet; thence S.87°55'E., 660.00 feet to the place of beginning, containing 5.00 acres of land, more or less.

A parcel of land located in the E.1/2 of the S.W. 1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, described as follows, to-wit: Commencing at the S.W. corner of said E.1/2 of said S.W.1/4 thence N. along the W. line of said E.1/2 of said S.W.1/4, 924 feet to the place of beginning. Thence continue N. along the W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence S.87°55'E., 660.00 feet, thence S. parallel with the W. line of said E.1/2 of said S.W.1/4, 330.22 feet; thence N.87°55'W., 660.00 feet to the place of beginning, containing 5.003 acres of land, more or less.

Also a roadway easement for ingress and egress over, upon, across and through the Easterly 66 feet of the Westerly 693 feet of the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin. Said easement to be used by purchaser, his successors, heirs and assigns, for purposes of ingress and egress from the above described lot to Jefferson Rock County Line Road and by vendors, their heirs, successors and assigns for ingress and egress from Jefferson Rock County Line Road to the other lands now owned by vendors located in the said E.1/2 of said S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin. Excepting and reserving the right unto the grantor, his heirs, successors and assigns to dedicate said roadway easement area of public roadway purposes and in the event of such dedication, purchaser's easement rights hereunder shall automatically cease and terminate.

A parcel of land located in the E.1/2 of the S.W.1/4 of Section 35, T5N, R14E, Jefferson County, Wisconsin, and described as follows: Beginning at the S.W. corner of the E.1/2 of the S.W.1/4 of said Section 35; thence N. 924 feet along the W. 1/16 line of said Section 35; thence S.87°55'E. 660 feet; thence S. 509.14 feet parallel with said 1/16 line; thence N.87°55'W. 420 feet; thence S.414.86 feet parallel with said 1/16 line, to the S. line of said Section 35; thence N.87°55'W. 240 feet along the S. line of said Section 35, to the place of beginning, containing 10.00 acres.

Exhibit "C"

STANDING COMMITTEE

1. Purpose. The Town of Koshkonong (hereinafter referred to as the "Town"), the County of Jefferson (hereinafter referred to as the "County") and Superior Services, Inc. (hereinafter referred to as the "Operator"), agree to establish and participate in a committee to monitor the construction and operation of the Solid Waste Facility.

2. Membership. Membership on the committee shall consist of four (4) Town residents appointed by the Town Board and one County representative appointed by the Jefferson County Solid Waste Committee. The committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the committee, unless otherwise expressly provided, a majority vote of the committee is required.

3. Term. The four (4) Town members appointed by the Town Board shall serve for staggered four-year terms. The initial terms of the four representatives shall be one, two, three and four years respectively and shall be renewed such as the terms are staggered, and one appointment shall be made each year.

4. Replacement and Removal. A committee member appointed by the Town Board may voluntarily resign at any time, and any Committee Member appointed by the Town Board shall automatically be removed from the committee effective from the date that member no longer resides in the Town. Upon the occurrence of either, the Town shall promptly appoint a replacement.

Any Committee Member may be removed by the committee for good cause and upon a four-fifths (4/5) vote of the committee.

5. Quorum. Three (3) members shall constitute a quorum, provided that voting shall be governed by the following rules:

On all votes, the County shall have one (1) vote, and the Town shall have four (4) votes, regardless of the number of members attending any meeting. The four (4) votes of the Town shall be apportioned between the Town's membership present at any meeting.

6. Documents. The Operator shall provide a copy of all technical reports and monitoring data supplied to the State of Wisconsin/Department of Natural Resources by the Operator pertaining to the Solid Waste Facility, including the Plan of Operation, any proposed amendments to the feasibility study or any proposed changes to any special conditions imposed by the State of Wisconsin/Department of Natural Resources to the Committee free of

charge. If documents are not timely provided to the Committee, the Committee may seek enforcement of this paragraph or bring an action in Small Claims Court or the Town of Koshkonong Municipal Court, if one exists, for enforcement of this provision. In the event the Operator has been found to have provided documents more than seven (7) days after the request or after the same has been filed with the Department of Natural Resources, a daily penalty of \$500.00 per day shall be assessed between the date that such documents were due and the date that they are ultimately produced. The Town of Koshkonong may also recover its statutory costs, attorney fees and per diem costs for enforcement of this provision.

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

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

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

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

10. **Enforcement.** The Town, County and Operator hereby stipulate that the committee shall have legal standing in its own name to enforce any provision of law or any provision of the negotiated settlement if the Operator fails to remedy the concern of the Standing Committee as hereinbefore stated. Upon receipt of any notice of non-compliance or notice of an issue of concern to the committee, the Operator shall immediately investigate any allegation of non-compliance or issue of concern made by the committee and shall, if possible, take action as is necessary to alleviate and/or correct the situation within twenty-four (24) hours. The Operator shall deliver a written report concerning the investigation and any resulting Remedial Action to the committee within seventy-two (72) hours of receipt of the original notice. The Operator may petition the committee for an extension of the above time limits and, upon showing sufficient cause, the committee shall so extend the limits. In the event the Operator does not correct the condition to the satisfaction of a majority of the committee within the time frames hereinbefore stated, the committee may pursue such remedies as are available at law or in equity as if it had full standing at law to bring such action.

Exhibit "D"

KOSHKONONG LANDFILL FUNDS

WHEREAS, the Town and County desire to place funds received by the Operator (direct payments or host fees) into Landfill Funds to ensure that monies are available to deal with local concerns and protect against environmental perils presented by the proposed Superior Valley Meadows Landfill; and

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

WHEREAS, the Town and County desire to bind all of their successors and assigns in order to create a fund which will provide for long-term environmental and other local concerns of the site.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. All payments, whether direct payments or other compensation provide for in the Negotiated Agreement payable to the Town and/or County, shall be set aside and placed in separate, interest-bearing accounts or funds, hereinafter referred to as the "Koshkonong Landfill Funds", or "Landfill Funds". This section expressly excludes the annual payments which shall be made every year to the Town of Koshkonong, Jefferson County and the Standing Committee.

2. All sums placed into the Landfill Fund shall be used solely for expenses reasonably related to the Town's and County's involvement with the landfill site, or related solid waste, recycling, composting or resource recovery concerns of the Town or County including but not limited to:

- A. Administering the Landfill Fund;
- B. Procuring insurance to protect the Town, County and/or residents from liability relating to the landfill;
- C. Monitoring or providing for the monitoring of existing or potential environmental pollution or contamination;
- D. Preventing, controlling or minimizing the impact of any peril threatened by, caused by or related to the landfill or operations at the Solid Waste Facility;

- E. Resource recovery or recycling programs within the County;
- F. Additional screening or berming not otherwise provided for in this agreement;
- G. Litter or rodent control;
- H. Standing Committee expenses; and,
- I. Compensation for local impacts of the landfill.

3. The Operator shall take no position and shall have no involvement with the Town or County use of the Landfill Fund, and the Operator expressly waives any standing to contest the same.

4. The Town Board of the Town of Koshkonong shall authorize disbursements and payments from the Landfill Funds, reserving the right to assign for review and recommendation such payments to either the Standing Committee or a similar advisory body.

5. If any payment is made from the Landfill Fund, the Town shall be subrogated to all of the payee's rights of recovery, if such payee has suffered loss due to landfill-related causes, to the extent of the payment so made. Such subrogation rights shall allow the Town to replenish the Landfill Funds for any sums so expended. All recipients of any landfill funds shall be notified of this section and be required to sign a written acknowledgment of the same prior to receiving such benefits.

6. Annual payments. The first \$5,000.00 received as direct payments from the Operator shall be placed into the Standing Committee's account. The next \$10,000.00 shall be paid to the County as an annual fee. The County's direct payment shall be deemed the first \$10,000.00 toward the 10% to 15% allowed to the County based upon direct payments received from the Deer Track Park Landfill, as illustrated in the attached summary of landfill direct payments. The next \$50,000.00 shall be paid to the Town of Koshkonong as an annual fee. The Town's use of such funds shall not be restricted and shall be used as the Town Board may direct. An additional \$50,000.00 shall be paid to the Town of Koshkonong and retained in a separate interest-bearing account for the purpose of reducing the garbage pick up and disposal fee charges to residents in the Town of Koshkonong. This sum and any accrued interest shall be used by the Town Board at or prior to each budget meeting to reduce the actual payments that are paid to the Town's garbage hauling contractor so as to lessen the special assessment levied each year for residential pick up. The amounts set forth above in this paragraph shall be annually adjusted as provided in Article VI, Paragraph 1, of the Final Negotiated Agreement.

In the event insufficient sums are received to pay all of the foregoing amounts, and any increase in such amounts referred to in

Attached to this Landfill Fund Addendum, which is Exhibit D to the Superior Valley Meadows Landfill Agreement, is an illustration of projected receipts for the Solid Waste Facility the funding distribution which is foreseen under this Landfill Fund. The same is attached as an illustration and an aid to interpret any ambiguity under the landfill fund language.

7. Reserve Fund. Twenty-five (25%) percent of the landfill direct payments, excluding the Standing Committee funds and the annual payments to the Town and County, shall be set aside in a separate account which shall be designated the "Koshkonong Landfill Reserve Fund". The Landfill Reserve Fund shall be set aside to protect the Town and County from landfill-related claims and liabilities, or other obligations imposed by law, associated with the Superior Valley Meadows Landfill and the Valley Sanitation Landfill. The Town Board may deem that this Fund exist in lieu of environmental impairment liability insurance. The Town Board shall determine the duration of the Landfill Reserve Fund after which any remaining sums in the Landfill Fund may be released into the Town of Koshkonong General Fund, reinvested or used in any fashion allowed by law. The Town Board shall be allowed to stagger or partially release such funds over intervals. However, in no event will the Town Board allow the release of any part of the principal or interest of the reserve Landfill Fund until at least twenty (20) years after the Department of Natural Resources approves Final Closure of the site.

8. Operating Fund. The remaining seventy-five percent (75%) of the direct payments shall be placed into a separate account designated as the "Koshkonong Landfill Operating Fund". The Town Board may access this fund for those purposes set forth in paragraph 2. Once the Operating Fund reaches \$1,000,000.00 (in 1996 dollars, the \$1,000,000.00 shall be increased by the CPI as set forth in this Agreement), and assuming that such fund has at least \$1,000,000.00 at the time of the receipt of a monthly direct payment from the Operator, additional sums received as direct payments may be assigned, paid into or transferred to the Town of Koshkonong's General Fund, except for such funds that are available to the County and Standing Committee as hereinafter provided. The Town may, at any time, direct that some or all of such excess funds remain in the Operating Fund. The Town may not use any part of the \$1 million of principal in the Town Operating Fund, except as set forth above, for general Town purposes until the expiration of no less than fifteen (15) years of Final Closure of the Superior Valley Meadows Landfill. After such time, the Town Board may authorize the release of such funds in no less than equal ten (10) annual payments (of accrued principal and interest).

9. Town and County Compensation. Direct compensation payable to the Town and County under this Agreement shall be paid through the Landfill Fund, except as specifically provided for in this Agreement. All host fees shall be divided upon receipt such that twenty-five percent (25%) are immediately placed into the Reserve Fund and seventy-five percent (75%) are otherwise available to be paid into the Operating Landfill Fund. Those payments into the Operating Landfill Fund shall continue to accrue until they

reach the sum of One Million Dollars (\$1,000,000), said amount being reflected as 1996 dollars and increased under the CPI as set forth elsewhere in this Agreement, exclusive of any amount in the Reserve Fund. The County shall thereafter receive 8% of all sums that would otherwise have been paid into the Operating Fund. Such sum shall be in addition to the \$10,000.00 annual Clean Sweep contribution paid directly by the Operator. However, the \$10,000.00 annual fee paid to the County shall be deemed an advance towards the first \$10,000.00 payable under the 8% provision herein set forth.

All payments to the County under this Agreement shall be made within thirty (30) days after their receipt from the Operator. The County shall use such funds for the purposes set forth in this agreement, but shall not be required to itemize or otherwise account for the specific expenditure of such funds. In addition to those purposes specified in paragraph 2 of the Landfill Fund, the County may spend funds for updating its solid waste plan, for County-wide household hazardous waste disposal, for a County-wide clean-sweep program or for the hiring of a County Solid Waste Manager.

10. Compensation From Existing Site. Notwithstanding any other provision in this Agreement or Landfill Fund, payments received from the Operator for Solid Waste received from the existing Superior Services Landfill site shall be paid into the Koshkonong Reserve and Operating Landfill Funds and the disposition and distribution of such funds shall be made using the same procedure as set forth in this section.

December 10, 1996

LANDFILL CALCULATIONS

Capacity of Landfill 10,500,000 cubic yards.

Assume 15 years to fill the Landfill,

$$\text{Therefore : } \frac{10,500,000 \text{ cubic yards}}{15 \text{ years}} = 700,000 \text{ cubic yards/year}$$

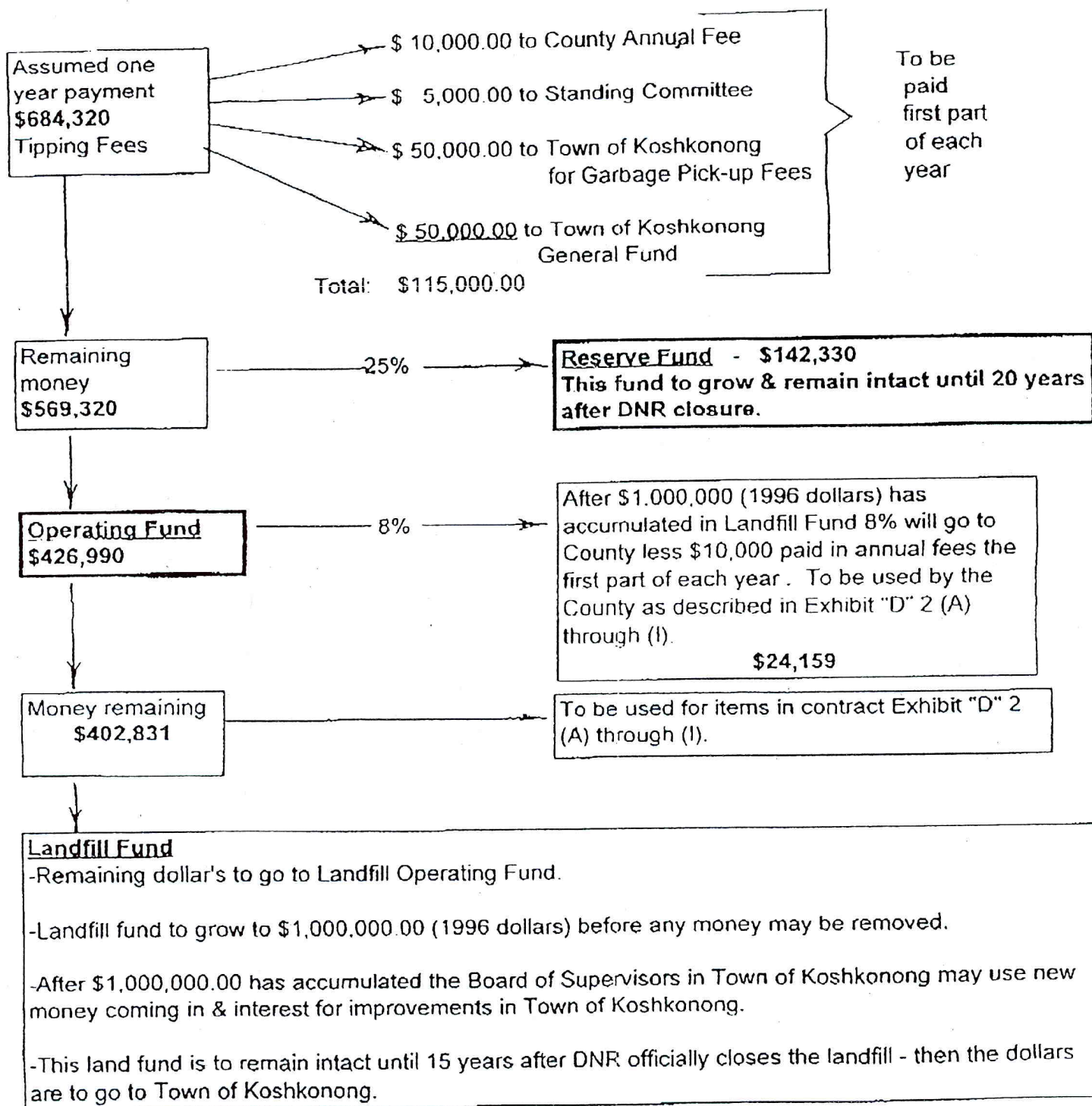
Income in 1996 dollar's:

700,000 cubic yards/year x (0.9776 dollars/cubic yard) = \$684,320/year
income from Tipping Fees

See Exhibit "D" 6

FLOW OF DOLLARS FROM LANDFILL TIPPING FEES

December 10, 1996



December 10, 1996

FLOW OF DOLLARS FROM TIPPING FEES

	<u>TOK</u>	<u>County</u>
Beginning each year	\$100,000	\$10,000
25% Reserve Fund	\$142,330	\$ 0
8% to County	\$ 0	\$24,159
Clean Sweep	\$ 0	\$10,000
Maximum \$ Remaining after Standing Committee Expenses are removed	\$402,831	
	<u>\$645,161</u>	<u>\$44,159</u>

% of Total

To TOK $\frac{\$645,161}{\$684,320} = 94.28\%$

To County $\frac{\$44,159}{\$684,320} = 6.45\%$

To Standing Committee $\frac{\$5,000}{\$684,320} = 0.73\%$

Exhibit "E"

AIR QUALITY STANDARDS

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

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

The Landfill Operator shall take all reasonable precautions to minimize the amount of dust and particulate matter that leaves the Active Fill Area or its access roads during construction, operation, and closure. Total suspended particulates shall not exceed 150 micrograms per cubic meter.

Exhibit "F"

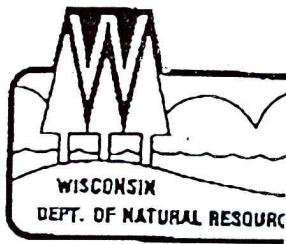
SPECIAL WASTE

1. Introduction. All Special Waste as defined by the Department of Natural Resources requires the approval of the Department prior to Disposal at the Active Fill Area. The Operator shall comply with all requirements of the Department, including those in the Plan of Operation and modifications thereof, pertaining to Special Waste. (See attached Wisconsin Department of Natural Resources Modification to the Plan of Operation for Special Waste Acceptance Program dated March 8, 1995.)

2. Special Waste Management Program. The Operator has proposed to develop a special waste program to screen non-municipal waste streams which are proposed to be accepted on a routine basis. The program is developed to:

- A. Identify special waste types and volumes being accepted at the Active Fill Area.
- B. Insure acceptance of only waste authorized by applicable regulatory programs.
- C. Insure acceptance of waste which does not adversely impact on the landfill operation or its design or insure acceptance of waste such that environmental hazards will not be increased thereby.

The Operator shall review all non-municipal waste and evaluate the same for environmental and operational concerns. To the extent special conditions for testing or handling are deemed necessary, those proposed conditions shall be set out in written form by the Operator's technical manager.



George H. Meyer
Secretary

Post-It® Fax Note	7671	Date	4/12/95	# of pages	2
To	Don Hennrichs	From	Phil Ditter		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

NATURAL RESOURCES

101 South Webster Street
Box 7921

Madison, Wisconsin 53707

DNR TELEPHONE 608-266-2621

DNR TELEFAX 608-267-3579

DNR TDD 608-267-6897

SOLID WASTE MGMT 608-266-2111

SOLID WASTE TELEFAX 608-267-2768

FILE REF: FID# 128046930

Jefferson Cnty

SW

Approvals

MAR 8 1995

Mr. Ed Scaro, Vice President
Valley Sanitation Co. Inc.
1215 Klement Street
Fort Atkinson WI 53538

SUBJECT: Modification to the Plan of Operation for a Special Waste
Acceptance Program at the Valley Sanitation Landfill
License #2686

Dear Mr. Scaro:

I am pleased to inform you that your requested modification to your plan of operation approval for a special waste acceptance program has been reviewed and approved. The Department believes that the proposed program will not have an adverse effect on the performance of your landfill provided the conditions in the enclosed conditional plan of operation approval modification are fulfilled. You should attach this conditional plan of operation approval modification directly to the Phase III plan of operation approval issued on June 19, 1990.

The proposed modification involves implementing a program at the landfill to review and dispose of special waste. We are approving your proposal with a few minor changes. The basic components of the program are reproduced as an attachment to this approval.

If you have any questions regarding this approval please call Sue Fisher at (608) 267-9387.

Sincerely,

Lakshmi Sridharan

Lakshmi Sridharan, Ph.D., P.E., Chief
Solid Waste Management Section
Bureau of Solid & Hazardous Waste Management

LS:SF:VAL-WAST.MOD

attachments

cc: Mike Degen - SD

250 ppm total Dioxin

*EOB of approval with Category I all
The State approval signed 10 day review*

EXHIBIT "F" 2



BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

CONDITIONAL PLAN OF OPERATION APPROVAL MODIFICATION
FOR A SPECIAL WASTE ACCEPTANCE PROGRAM
AT THE VALLEY SANITATION LANDFILL (#2686)

FINDINGS OF FACT

The Department finds:

1. Valley Sanitation Co., Inc. owns and operates a non-hazardous solid waste disposal facility located in the NE1/4 of Section 35, T5N, R14E, Town of Koshkonong, Jefferson County, Wisconsin.
2. The Department issued a conditional plan of operation approval for Phase III of the facility on June 19, 1990.
3. On January 4, 1995, Valley Sanitation Co., Inc. submitted a plan of operation modification request to the Department for a special waste acceptance program.
4. The information submitted in connection with the modification request includes a report titled "Special Waste Program Plan Modification and Subtitle D Environmental Monitoring Plan Modification", submitted by Valley Sanitation Company, Inc., dated December 30, 1994 and received by the Department on January 4, 1995.

The \$1500 plan review fee was received by the Department on January 24, 1995.
5. Additional facts relevant to the review of the plan modifications and grant of exemption include:
 - a. The current procedures for obtaining Department approval for the disposal of special wastes at this facility are time-consuming and difficult, and are not efficient in documenting the actual amount of special wastes disposed at this facility.
 - b. The special wastes proposed for disposal at this facility are substantially similar to the wastes already handled at the facility and are not expected to significantly alter leachate generation rates or characteristics.
6. The conditions set forth below are needed to assure that the filling operations, use of daily cover, and disposal of special wastes at the Valley Sanitation Landfill is conducted in conformance with chs. NR 500 to 520, Wis. Adm. Code, and modern landfill practice. Unless the conditions of this approval are complied with, this facility poses a threat to public health or welfare.

CONCLUSIONS OF LAW

1. The Department has authority under s. 144.44(3), Stats., to modify a plan of operation approval if the modification would not inhibit compliance with the applicable portions of chs. NR 500-520, Wis. Adm. Code.
2. The Department has authority to approve a plan of operation modification with special conditions if the conditions are needed to ensure compliance with the applicable portions of chs. NR 500-520, Wis. Adm. Code.
3. The conditions of approval set forth below are needed to ensure compliance with the applicable portions of chs. NR 500-520, Wis. Adm. Code.
4. In accordance with the foregoing, the Department has authority under s. 144.44, Stats., to issue the following conditional plan of operation approval modification.

CONDITIONAL PLAN OF OPERATION APPROVAL MODIFICATION

The Department hereby approves the proposed modification to the plan of operation for a special waste acceptance program at the Valley Sanitation landfill, subject to the following conditions:

1. The disposal of special wastes at this facility shall comply with the analytical protocols, concentration limits, and disposal operations listed in the tables contained in the attached Special Waste Review and Acceptance Procedures.
2. When changes in the production process of an industrial generator occur which may produce a change in the physical or chemical characteristics of an approved waste, the waste shall be retested according to the approved protocol to determine if the waste is acceptable for disposal at the landfill.
3. The following items shall be reported to the Department's Southern District office for review and approval for the waste types included in Category III of the attached Special Waste Review and Acceptance Procedures:
 - a. Waste type by number and name under Category III and anticipated annual disposal volume.
 - b. Source of waste by geographic location, the process or activity generating the waste, and name of the generator or the type of manufacturer.

- c. Identify the analytical protocol followed and include all analytical testing information developed for the waste proposed for disposal at the landfill. Include a statement that the waste met all concentration limits. If a waste does not meet a Valley Sanitation imposed limit and the waste is still proposed for disposal, the reason for accepting the waste shall be stated.
 - d. Identify the proposed disposal operation to be followed as well as any solidification methods or other treatment methods to be applied to the waste to minimize free liquids and enhance physical handling prior to disposal in the landfill.
- 4. The annual report required for this facility shall include a summary of the special waste program over the previous calendar year including the following:
 - a. Total volume and tonnage of special wastes and tabulation by waste category for each of the waste types in the Special Waste Review and Acceptance Procedures which were accepted for disposal.
 - b. Computation of the total volume of all wastes disposed at this facility and the proportion of special wastes compared to the total volume of waste landfilled.
 - c. A list of waste which did not meet the Valley Sanitation imposed concentration limits and were still accepted for disposal, and the reason for acceptance.
 - d. A list of wastes which were denied disposal at the landfill and the reason for each denial.
 - e. Any proposed changes to the waste categories, analytical protocols, or disposal operations.
 - f. Any problems encountered with the special waste program and their resolution.

The Department retains the jurisdiction either to require the submittal of additional information or to modify this approval at any time, if, in the Department's opinion, further modifications are necessary. Unless specifically noted, the conditions of this approval do not supersede or replace any previous conditions of approval for this facility.

NOTICE OF APPEAL RIGHTS

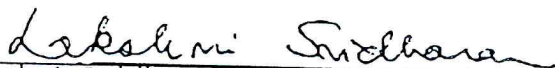
If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.


For judicial review of decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

This notice is provided pursuant to section 227.48(2), Stats.

Dated: MAR 8 1995

DEPARTMENT OF NATURAL RESOURCES
For the Secretary,


Lakshmi Sridharan, Ph.D., P.E., Chief
Solid Waste Management Section
Bureau of Solid & Hazardous Waste Management


Susan M. Fisher, P.E.
Solid Waste Management Section

Attachment

SPECIAL WASTE REVIEW AND ACCEPTANCE PROCEDURES

The following tables will be used to determine special waste types and characteristics that are suitable for disposal in the Valley Sanitation Landfill. Records will be kept of all special wastes and results of tests performed on those wastes, for documentation and for reporting to the Department.

Waste types are divided into three waste categories, listed in the following three tables. Subsequent tables list the analytical protocols to be applied to each waste type and the associated limits and special requirements for disposal operations for each waste type.

Valley Sanitation Landfill is allowed flexibility to minimize the number of analytical tests on a case by case basis, provided documentation is maintained with waste acceptance records that explain the decision to limit the tests used.

WASTE CATEGORIES

The degree of interaction between Valley Sanitation Landfill and the Department prior to acceptance and disposal of special wastes depends on the waste category.

Waste Category I: These special wastes will be subjected to various analytical tests, the results of which will be provided to Valley Sanitation Landfill and reviewed prior to accepting wastes for disposal. Disposal operations will be subject to certain waste handling procedures. Department review will not be sought prior to acceptance and disposal.

Waste Category II: These special wastes will not be subjected to analytical tests prior to acceptance. Disposal will be subject to certain waste handling procedures.

Waste Category III: Disposal of these special wastes will be subject to prior Department review and approval. The special wastes will be required to be subjected to the analytical tests listed in these tables. Disposal operations will be subject to certain waste handling procedures.

WASTE CATEGORY I		
WASTE NUMBER & NAME	ANALYTICAL PROTOCOL	DISPOSAL OPERATION
I-01 Foundry Sand	1	B
I-02 Industrial & Boiler Ash	1	B
I-03 Ink Waste	1	B
I-04 Paint & Paint Sludges	1	B
I-05 Metal Treatment/Preparation Sludges	1	B
I-06 Grinding Sludges & Swarfs	2	B
I-07 Waste Glues & Adhesives	1	B
I-08 Ceramic Production\Manufacturing Waste	1	B
I-09 Wastewater Treatment Wastes	2	D
I-10 Contaminated Soils from Petroleum Products	Protocols T 1 thru 4	B
I-11 Contaminated Soils from Heavy Metals	1	B
I-12 Disposal of a Single Chemical Substance ¹	1	B
I-13 Category III-01-03 Waste where Total Annual Volume from the Generator is 20 Cubic Yards or less	See Waste Category III	As listed for Waste Category III

¹ May be profiled by Material Data Safety Sheets if sufficiently characterized, rather than under Analytical Protocol 1.

WASTE CATEGORY II	
WASTE NUMBER & NAME	DISPOSAL OPERATION
II-01 Asbestos	C
II-02 Hospital Waste/Non-infectious	T
II-03 Off-spec Food & Food Grade Chemicals (excluding those which contain free liquids)	B
II-04 Commercial Equipment which is no longer used (fluorescent light bulbs, non-PCB light ballasts, non-usable bottle caps)	B
II-05 Empty Containers ²	B
II-06 Dead Animals or Unusable Animal Meat	B
II-07 Vegetable Waste or Compost Waste	B

² Can be profiled if requested

WASTE CATEGORY III		
WASTE NUMBER & NAME	ANALYTICAL PROTOCOL	DISPOSAL OPERATION
III-01 General Sludge Waste	2	C
III-02 Pollution Control Waste	2 ³	C
III-03 Remedial Projects, Investigative Wastes, Spill Cleanups	2 ³	B
III-04 All other Non-Municipal Wastes Not Categorized in Waste Categories I-III	1 or 2 ³	B ⁴

- ³ Protocols may be modified depending upon waste, Department approval required
- ⁴ Procedures to be modified on waste by waste review, Department approval required

ANALYTICAL TESTING PROTOCOLS

The lists of analytical tests include the Toxicity Characteristic Leaching Procedure (TCLP) as it is currently defined. If the TCLP or other analytical methods are altered in the future, or if more appropriate testing procedures are developed, the Department will reevaluate the application of the tests listed in these tables for testing of special wastes.

For all constituents which are identified by TCLP analyses, it is permissible to perform a totals analyses instead of the TCLP extraction procedure. If the totals analyses are not over the acceptance limits, the TCLP need not be performed for the purposes of determining waste acceptance.

The parameters listed below which are marked with and "*" indicate that these parameters and limits are Valley imposed protocols as opposed to regulatory imposed protocols. Valley may on a case by case review, choose to accept waste which do not meet their own imposed protocols.

WASTE TESTING PROTOCOL I		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
<u>General Parameters</u>		
pH		$2.0 \leq \text{pH} \leq 12.5$
Specific Gravity		
Total Solids		
Free Liquids	Paint Filter Test	0 %
Acidity in %	Analyze if pH ≤ 4	
Alkalinity in %	Analyze if pH ≥ 10	
Flash Point	Closed cup	$> 140^{\circ} \text{ F}$
<u>Metallic Elements</u>		
Arsenic	TCLP	$< 5.0 \text{ mg/l}$
Barium	TCLP	$< 100.0 \text{ mg/l}$
Cadmium	TCLP	$< 1.0 \text{ mg/l}$
Chromium	TCLP	$< 5.0 \text{ mg/l}$
Copper*	TCLP	$< 100.0 \text{ mg/l}$
Lead	TCLP	$< 5.0 \text{ mg/l}$
Mercury	TCLP	$< 0.2 \text{ mg/l}$

Nickel*	TCLP	< 35.0 mg/l
Selenium	TCLP	< 1.0 mg/l
Silver	TCLP	< 5.0 mg/l
Zinc*	TCLP	< 200.0 mg/l
<u>Organic Compounds</u>		
Benzene	TCLP	< 0.5 mg/l
Carbon Tetrachloride	TCLP	< 0.5 mg/l
Chlorobenzene	TCLP	< 100.0 mg/l
Chloroform	TCLP	< 6.0 mg/l
o-Cresol	TCLP	< 200.0 mg/l
m-Cresol	TCLP	< 200.0 mg/l
p-Cresol	TCLP	< 200.0 mg/l
1,4-Dichlorobenzene	TCLP	< 7.5 mg/l
1,2-Dichloroethane	TCLP	< 0.5 mg/l
1,1-Dichloroethylene	TCLP	< 0.7 mg/l
2,4-Dinitrotoluene	TCLP	< 0.13 mg/l
Hexachlorobenzene	TCLP	< 0.13 mg/l
Hexachloro-1,3-butadiene	TCLP	< 0.5 mg/l
Hexachloroethane	TCLP	< 3.0 mg/l
Methyl Ethyl Ketone	TCLP	< 200.0 mg/l
Nitrobenzene	TCLP	< 2.0 mg/l
Pentachlorophenol	TCLP	< 100.0 mg/l
Pyridine	TCLP	< 5.0 mg/l
Tetrachloroethylene	TCLP	< 0.7 mg/l
Trichloroethylene	TCLP	< 0.5 mg/l
2,4,5-Trichlorophenol	TCLP	< 400 mg/l
2,4,6-Trichlorophenol	TCLP	< 2.0 mg/l
Vinyl Chloride	TCLP	< 0.2 mg/l
<u>Other Parameters</u>		
Phenol*	TCLP	< 2,000 mg/l

Cyanide (as free CN)*		<250.0 mg/l
Reactive Sulfide*		<250.0 mg/l
Chlorine		< 1%
If Chlorine content is $\geq 1\%$, acceptance of waste is still allowable if analyzed for the following compounds and the sum of the weight of the compounds is < 1% of total dry weight of sample.		
Carbon Tetrachloride		
Chloroform		
ortho-Dichlorobenzene		
Dichlorodifluoromethane		
1,1-Dichloroethylene		
1,2-Dichloroethylene		
Methylene Chloride		
Tetrachloroethylene		
1,1,1-Trichloroethane		
Trichloroethylene		
Trichlorofluoromethane		
1,1,2-Trichloro-1,2,2-Trifluoroethane		
Chlordane	TCLP	<0.03 mg/l
2,4 D	TCLP	<10.0 mg/l
Endrin	TCLP	<0.02 mg/l
Heptachlor	TCLP	<0.008 mg/l
Lindane	TCLP	<0.4 mg/l
Methoxychlor	TCLP	<10.0 mg/l
Toxaphene	TCLP	<0.5 mg/l
2,4,5-TP (Sillyex)	TCLP	<1.0 mg/l

WASTE TESTING PROTOCOL 2		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
Same as Waste Testing Protocol 1 and:		
PCB's		< 50 mg/kg

Waste testing protocol T consists of four tables, all of which are applicable to contaminated soil from the cleanup of petroleum products and wastes. The particular table to be applied depends on the situation, as follows:

- T-1 Underground storage tanks subject to 40 CFR 280 regulations, containing leaded or unleaded gasoline, aviation gasoline, diesel fuel, fuel oil #1, 2, 4, or 6, crude oil, or lube oil.
- T-2 Underground storage tanks subject to 40 CFR 280 regulations, containing waste oil or unknown petroleum products.
- T-3 Above-ground tanks or spills, causing petroleum contaminated soils, due to gasoline, diesel fuel, or new petroleum products.
- T-4 Above-ground tanks or spills of waste oil contaminated soil.

WASTE TESTING PROTOCOL T-1		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
Free Liquids	Paint filter test	0 %
Flash point	Closed cup	> 140° F
Lead ¹	TCLP	< 5.0 mg/l
Benzene		< 1,000 ppm
GRO (for all gasolines)		< 2,000 ppm
DRO (for diesel fuel and jet fuel)		< 2,000 ppm
TRPH (for all crude oil, lube oil, or #6 fuel oil)		< 2,000 ppm

¹ For wastes with leaded gasoline or unknown gasoline

WASTE TESTING PROTOCOL T-2		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
Free Liquids	Paint filter test	0 %
Flash point	Closed cup	> 140° F
Lead	TCLP	< 5.0 mg/l
Cadmium	TCLP	< 1 mg/l

VOC scan		Case by case review
Reactive Cyanide		≤ 250 ppm
Reactive Sulfide		≤ 250 ppm
GRO (for unknown petroleum)		$< 2,000$ ppm
DRO (for unknown petroleum)		$< 2,000$ ppm
TRPH (for waste oil)		$< 2,000$ ppm
PCB's		< 50 mg/kg or detection limit, whichever is less.

WASTE TESTING PROTOCOL T-3		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
<u>General Parameters</u>		
pH		$2.0 \leq \text{pH} \leq 12.5$
Specific Gravity		
Total Solids		
Free Liquids	Paint Filter Test	0 %
Flash Point	Closed cup	$> 140^{\circ} \text{F}$
Lead	TCLP	< 5.0 mg/l
<u>Organic Compounds</u>		
Benzene	TCLP	< 0.5 mg/l
Carbon Tetrachloride	TCLP	< 0.5 mg/l
Chlorobenzene	TCLP	< 100.0 mg/l
Chloroform	TCLP	< 6.0 mg/l
o-Cresol	TCLP	< 200.0 mg/l
m-Cresol	TCLP	< 200.0 mg/l
p-Cresol	TCLP	< 200.0 mg/l
1,4-Dichlorobenzene	TCLP	< 7.5 mg/l
1,2-Dichloroethane	TCLP	< 0.5 mg/l

1,1-Dichloroethylene	TCLP	< 0.7 mg/l
2,4-Dinitrotoluene	TCLP	< 0.13 mg/l
Hexachlorobenzene	TCLP	< 0.13 mg/l
Hexachloro-1,3-butadiene	TCLP	< 0.5 mg/l
Hexachloroethane	TCLP	< 3.0 mg/l
Methyl Ethyl Ketone	TCLP	< 200.0 mg/l
Nitrobenzene	TCLP	< 2.0 mg/l
Pentachlorophenol	TCLP	< 100.0 mg/l
Pyridine	TCLP	< 5.0 mg/l
Tetrachloroethylene	TCLP	< 0.7 mg/l
Trichloroethylene	TCLP	< 0.5 mg/l
2,4,5-Trichlorophenol	TCLP	< 400 mg/l
2,4,6-Trichlorophenol	TCLP	< 2.0 mg/l
Vinyl Chloride	TCLP	< 0.2 mg/l
Toluene		< 1,000 ppm
Xylene		< 1,000 ppm
Total Petroleum Hydrocarbon		< 2,000 ppm

WASTE TESTING PROTOCOL T-4		
PARAMETER	TEST METHOD	ACCEPTED LIMITS
Same as Waste Testing Protocol D-3, with the following changes:		
Including:		
Chlorine		< 1%
PCB's		<50 mg/kg or detection limit, whichever is less.
Excluding:		
Toluene		
Xylene		
Total Petroleum Hydrocarbon		

WASTE HANDLING PROCEDURES

DISPOSAL OPERATIONS	PROCEDURES
B	Co-disposal. No waste to be placed within 10 feet of the base or sidewall drainage blanket over the liner.
C	<p>24-hour notice required prior to acceptance.</p> <p>Excavate trench into existing waste.</p> <p>Unload waste into trench.</p> <p>Cover waste with 3 feet of existing refuse.</p> <p>Asbestos wastes must be wetted or treated with a bonding agent and transported in double containers.</p> <p>Operator must inspect each load of asbestos wastes at the gate to ensure integrity of containers.</p> <p>Trenches are to be located greater than 50 feet from perimeter of the fill area, and greater than 10 feet from the base or sidewall drainage blanket over the liner.</p> <p>Disposal areas may not coincide with previous asbestos disposal areas or proposed future landfill construction (i.e. headwells or gas extraction wells)</p> <p>Survey trench to locate waste and for landfill records.</p>
D	Co-disposal. Cover immediately with lift of refuse upon receipt. Waste is to be placed greater than 10 feet from the base or sidewall drainage blanket over the liner.
T	Co-disposal. No waste to be placed within 10 feet of the base or sidewall drainage blanket over the liner or within 50 horizontal feet from the outside slope of waste final grades.

val-wast.att

Exhibit "G"
WELL TESTING

In addition to the wells subject to background testing and groundwater monitoring as required by the Department in its approvals of the Feasibility Report and Plan of Operation, the Operator shall conduct the following well sampling program on the wells located on the following properties currently owned by:

Private Well #	Address	Comments
PW-1	W5576 Tri-County Road	R. Stritzel, Owner
PW-2	W5550 Tri-County Road	Steven & Diedre Stritzel, Owners
PW-3	W5510 Tri-County Road	D. Barrett, Owner
PW-4	W5348 Tri-County Road	Superior Services property
PW-5	N190 Twinkling Star Road	R. Crandall, Owner
PW-6	N302 Twinkling Star Road	J. Hoge, Owner
PW-7	N416 Highway 12	W. Saxe, Owner
PW-8	N325 Oak Clay Drive	D. Rohrs, Owner
PW-9	N358 & N392 Oak Clay Dr.	Harris & Wilson, Owners (1 well serving 2 homes)
PW-10	N397 Oak Clay Drive	A. Pavlick, Owner
PW-11	N431 Twinkling Star Road	C. Wolf, owner
PW-12	N491 Highway 12	Superior Services property
PW-13	W5511 Hoge Road	Superior Services property
PW-14	W5553 Hoge Road	Superior Services property
PW-15	W5607 Hoge Road	J. Erdman, Owner
PW-16	W5613 Hoge Road	J. Wolfram, Owner
PW-17	W5625 Hoge Road	S. Phillips, Owner
PW-18	W5633 Hoge Road	S. Friedl, Owner
PW-19	W5523 Creamery Road	J. Bradley, Owner
PW-21	N400 Oak Clay Drive	Jan Stritzel

An additional two (2) wells shall be included in the following well sampling program, but they shall not be sampled more than once per year. The Standing Committee may choose which wells shall be included and shall control the frequency of such tests.

The results of all such well testing shall be provided (one each) to the Town Board, Standing Committee, Solid Waste Manager, and the property owner in question.

1. **Well Sampling.** Upon receipt of written permission of the respective property owners and occupants (if not owner occupied), in a form acceptable to the Operator, it shall sample the water supply wells of each of the properties identified above for the purpose of determining the water quality of well water of these properties. The first tests shall be commenced within three (3)

months after the execution of this Agreement by the Negotiating Committee, Town and Operator and shall be repeated annually until 40 years after Final Closure. More frequent monitoring shall be conducted as warranted by the Department.

In the event that the owner(s) and user(s) of any well so identified refuse to give Operator written consent, Operator shall advise the Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year. The results shall be promptly furnished, upon receipt by the Operator, to the respective owners (and occupants) of each property tested and to the Standing Committee. The samples shall be analyzed for the following parameters:

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

The Operator shall be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a consulting firm selected by the Operator and agreed to by the Standing Committee.

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

five (5) days shall be added to the sixty (60) day period afforded the Operator.

2. Response to Well Contamination. (a) If the Operator, DNR or any independent test of a sample from a private water supply well (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary drinking water standard as defined in NR 109 or health related Enforcement Standard as defined in NR 140.10 of the Wis. Adm. Code, as amended from time to time, then:

- (i) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same [utilizing the procedure under sub (1)] to confirm the exceedance. The Operator shall deliver the test results to the Standing Committee within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented.

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

- (ii) If the results of the Operator's test under subparagraph (i) document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents and livestock residing upon the property served by the well and utilizing the same.
- (iii) If upon further investigation, including additional testing by the Operator, it is determined by DNR that the exceedance is caused by a source other than the landfill, then the Operator's obligation to provide potable water will cease.
- (iv) In the event the above investigation establishes, to DNR's satisfaction that the landfill is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply.

- (v) The foregoing procedure of providing water under (ii) upon the detection of an exceedance ("First Response") shall only be binding upon waste if: (i) the well at which the exceedance was detected is within a one and one-half (1½) mile radius of the proposed Expansion as delineated in the Feasibility Study and (ii) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under subparagraph (iii) and (iv).

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

- (i) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same [utilizing the procedure under sub (1)] to confirm the exceedance. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the exceedance, then the Operator shall collect a third sample utilizing the same procedure. If results of the third sample confirm the exceedance, then the exceedance will be said to have been documented. If the results of the third sample do not confirm an exceedance will be said not to have been documented,
- (ii) If an exceedance of one of the parameters listed in the table below is documented as described in subparagraph (i), then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

<u>Parameter</u>	<u>Standard</u>
Sulfate	400 mg/1
Iron	*
Manganese	*
Alkalinity (as CaCO ₃)	1000 mg/1
Hardness (as CaCO ₃)	1000 mg/1
Chloride	NR 140 Enforcement Standard**

- * As determined by the Wisconsin DNR as part of site plan approval.
- ** As amended from time to time.

Exhibit "H"

MACK LANE MAINTENANCE AGREEMENT

This agreement, made between the Town of Koshkonong, a municipal corporation (Town), and Superior Services, Inc. (Superior), respectively,

WHEREAS, Superior desires to bring certain trucks upon and over a certain town road, specifically Mack Lane, in conjunction with and limited to Superior's business and landfilling operations conducted at the Superior Valley Meadows Landfill, or in closing the existing Valley Sanitation Landfill.

WHEREAS, the anticipated usage of Mack Lane by Superior for the transportation of soils and other materials may cause an unduly large amount of wear upon this road maintained by the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The agreement affects the Town Road known as Mack Lane in the Town of Koshkonong from its intersection with County Highway N to the Koshkonong/Hebron town line.
2. The Town shall be responsible for all repairs and maintenance during the term of this agreement sufficient to continue safe and unobstructed usage of Mack Lane by the public, the Town, emergency vehicles, Superior and agents of Superior.
3. Costs associated with the repairs and maintenance of the described length of Mack Lane, including shoulders, culverts and ditching, for the duration of this agreement, shall be paid for by Superior. Costs associated with snow plowing of this portion of Mack Lane will be paid for by the Town.
4. This agreement shall be effective upon its execution by the Town and Superior and shall continue until two years after closure of the Active Fill Area. This agreement supersedes any previous agreements between the parties regarding Mack Lane.
5. The portion of Mack Lane to which this agreement pertains shall be designated a Class A highway.
6. In consideration of this agreement, Town will impose the same weight restrictions as identified in Wisconsin Administrative Code Chapter Trans 269--Transportation of Garbage or Refuse Permits and Transportation of Recyclable Scrap Permits. Town and Superior each recognize that these limits will only apply to that portion of Mack Lane previously described.

IN WITNESS WHEREOF, Superior and Town have caused their names to be signed hereto as their voluntary act and deed on this _____ day of _____, 1997.

TOWN OF KOSHKONONG

By D. Jae Ames
D. Jae Ames
Town Chairperson

SUPERIOR SERVICES, INC.

By _____
Gary Blacktopp
Operating Vice President

IN WITNESS WHEREOF, Superior and Town have caused their names to be signed hereto as their voluntary act and deed on this _____ day of _____, 1997.

TOWN OF KOSHKONONG

By _____
D. Jae Ames
Town Chairperson

SUPERIOR SERVICES, INC.

By *Gary Blacktopp*
Gary Blacktopp
Operating Vice President

Exhibit "I"

HOGES ROAD MAINTENANCE AGREEMENT

This agreement, made between the Town of Koshkonong, a municipal corporation (Town), and Superior Services, Inc. (Superior), respectively,

WHEREAS, Superior desires to bring certain trucks upon and over a certain Town road, specifically Hoge Road, in conjunction with business and landfilling operations conducted by Superior;

WHEREAS, the anticipated usage of Hoge Road by Superior for the transportation of refuse, soils, leachate and other materials may cause an unduly large amount of wear upon this road maintained by the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The agreement affects the Town Road known as Hoge Road in the Town of Koshkonong from its intersection with Highway 12 to the entrance to the landfill property (approximately 1,000 feet in distance).

2. The Town shall be responsible for all repairs and maintenance during the term of this agreement sufficient to continue safe and unobstructed usage of Hoge Road by the public, the Town, emergency vehicles, Superior and agents of Superior.

3. Costs associated with the repairs and maintenance of the described length of Hoge Road, including shoulders, culverts and ditching, for the duration of this agreement, shall be paid for by Superior. Costs associated with snow plowing of this portion of Hoge Road will be paid for by the Town.

4. This agreement shall be effective upon its execution by the Town and Superior and shall continue until 20 years after closure of the Active Fill Area. This agreement supersedes any previous agreement between the parties regarding Hoge Road.

5. The portion of Hoge Road to which this agreement pertains shall be designated a Class A high way.

6. In consideration of this agreement, Town will impose the same weight restrictions as identified in Wisconsin Administrative Code Chapter Trans 269--Transportation of Garbage or Refuse Permits and Transportation of Recyclable Scrap Permits. Town and Superior

each recognize that these limits will only apply to that portion of Hoge Road previously described.

IN WITNESS WHEREOF, Superior and Town have caused their names to be signed hereto as their voluntary act and deed on this _____ day of _____, 1997.

TOWN OF KOSHKONONG

By D. Jae Ames
D. Jae Ames
Town Chairperson

SUPERIOR SERVICES, INC.

By _____
Gary Blacktopp
Operating Vice President

each recognize that these limits will only apply to that portion of Hoge Road previously described.

IN WITNESS WHEREOF, Superior and Town have caused their names to be signed hereto as their voluntary act and deed on this _____ day of _____, 1997.

TOWN OF KOSHKONONG

By _____
D. Jae Ames
Town Chairperson

SUPERIOR SERVICES, INC.

By Gary Blacktopp
Gary Blacktopp
Operating Vice President

Exhibit "J"

FIRST AMENDMENT TO THE SUPERIOR VALLEY MEADOWS LANDFILL
FINAL NEGOTIATED AGREEMENT

The Local Negotiating Committee, the Town of Koshkonong, Jefferson County and Operator agree to amend the agreement in the following respects so as to facilitate negotiations and agreement between the Town of Koshkonong and Jefferson County regarding the provisions of Exhibit D.

FIRST, Article VI, Paragraph 1, Direct Payment, shall be and hereby is amended to provide that if the agreement, as amended, is signed by Town officials prior to June 7, 1997, and signed by the appropriate County officials prior to June 7, 1997, the signing of this agreement by the Town and County officials will be deemed to have occurred prior to January 1, 1997, so that direct payments commence January 1, 1997, as provided in the agreement.

SECOND, Article VI, Paragraph 1, Direct Payment, shall be and hereby is amended to provide that neither the Town nor the County may revoke their acceptance of this agreement as evidenced by the signing of this agreement by Town and County representatives prior to June 30, 1998. If the Operator has received a feasibility determination from the DNR deemed favorable by the Operator and acknowledge such in writing prior to June 30, 1998, or, if the Operator has waived in writing the provision of this agreement relating to receipt of such a feasibility determination prior to June 30, 1998, then in either event, neither the Town nor the County may revoke their acceptance of this agreement.

THIRD, Article V, Paragraph 3.B., Reimbursement for Negotiation Expenses, is stricken and recreated to read as follows:

"The Operator shall, no later than 15 days after the execution of this contract, pay any remaining expenses of the Town, County and Negotiating Committee incurred on or before March 11, 1997, as a result of the County and Town participating in the negotiating process."

Approved this 17 day of March, 1997.

NEGOTIATING COMMITTEE

By Gene Ott

Gene Ott, Chairman

Betty Rudoll
Betty Rudoll, Secretary

JEFFERSON COUNTY

By Wendell A. Wilson
Wendell A. Wilson, Chairman

Attest Barbara A. Frank
Barbara Frank, County Clerk

TOWN OF KOSHKONONG

By D. Jae Ames
D. Jae Ames, Town Chairman

Attest Judith Almquist
Judith Almquist, Town Clerk

SUPERIOR SERVICES, INC.

By Gary Blacktopp
Gary Blacktopp
Operating Vice President

Peter Ruud
Peter Ruud, Corporate Secretary

