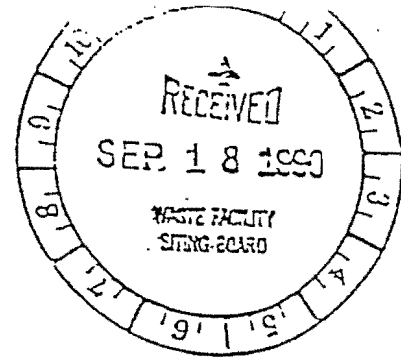


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VONDRON LOCAL NEGOTIATING COMMITTEE
FINAL OFFER
CASE NO. 24-90-03

Submitted to the Waste Facility Siting Board
Pursuant to Sec. 144.445(10), Wis. Stats.

September 18, 1990

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ARTICLE I.

DEFINITIONS

Active Fill Area means the total area approved by the Department of Natural Resources in Docket IH-86-39 as the disposal capacity area for the disposal of solid waste by Corporation at the solid waste facility, with the approved area specifically described in Exhibit "A" (subject to minor modifications approved by DNR as a part of final plan approval which do not increase site capacity or reduce the distance between north property line and the limits of the active fill area), herein incorporated by reference in this contract. This approved area shall not include any expansion of the active fill area or any expansion of the solid waste facility for the purpose of providing additional disposal capacity area at the solid waste facility or at the active fill area.

Authorized Transporter means any person who is authorized orally or in writing by Corporation at anytime to transport solid waste to and from the solid waste facility in the County and/or any person who is authorized orally or in writing by Corporation at anytime to dispose solid waste in the active fill area at the solid waste facility.

City means the City of Madison, its officers, its officials, its employees and its agents.

Corporation means Madison Landfills, Inc. and Creative Resource Ventures, Ltd., their respective officers, their respective employees, their respective agents, any subsidiary Corporation and any parent Corporation.

County means the County of Dane, its officers, its officials, its employees and its agents.

Department of Natural Resources 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 in the County of Dane.

Disposal or Dispose means the discharge, deposit, injection, dumping or placing of solid waste or unauthorized hazardous waste in the active fill area at the solid waste facility at anytime so that such solid waste or hazardous waste or any constituent thereof may enter the land, environment or be emitted into the air or discharged into any waters in the County of Dane, including groundwater. This term does not include the storage or the treatment of hazardous waste at the solid waste facility.

Disposal Operations means (1) any activities in the County of Dane directly related to the disposal of the solid waste or to the disposal of the unauthorized hazardous waste in the active fill area at the solid waste facility or (2) any activities at the solid waste facility related to or associated

with the disposal of solid waste or unauthorized hazardous waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the solid waste facility and including the waste covering at the solid waste facility, where all of the above noted activities noted in (1) or (2) occur anytime during the active life of this solid waste facility.

Emergency means an unforeseen circumstance at anytime at the solid waste facility or directly related thereto occurring at any other location in the County of Dane that jeopardizes the public health, safety and welfare of persons in the County of Dane or that jeopardizes the safety of property in the County of Dane.

Expansion means the expansion at anytime by any means by Corporation of the design capacity of the active fill area of the solid waste facility beyond the Department of Natural Resources approved design capacity of cubic yards of solid waste and daily and intermediate cover materials authorized in Docket IH-86-39 for disposal in the active fill area at the solid waste facility, or the expansion at any time by any means by Corporation of any lesser capacity upon final closure, whichever capacity is lesser.

Final Closure means the date at which time no further solid waste shall be transported in the County of Dane to or from the active fill area at the solid waste facility or shall be disposed in the active fill area at the solid waste facility

by Corporation or by any other person which shall be the earlier date of either of the following:

a. the date Corporation notifies the County and the City in writing that Corporation no longer will dispose and no longer will allow any other person to dispose of solid waste in the active fill area at the solid waste facility;

b. the date the Department of Natural Resources orders Corporation in writing to no longer dispose and to no longer allow any other person to dispose of solid waste in the active fill area at the solid waste facility;

c. the date Corporation has disposed and has allowed the disposal in the active fill area at the solid waste facility of the Department of Natural Resources (Docket No. IH-86-39) authorized volume in cubic yards of both solid waste and daily and intermediate cover materials in the active fill area at the solid waste facility; or

d. thirteen (13) years from the date of the first disposal of solid waste in the active fill area of the solid waste facility, provided that the time from the date of issuance of the facility license by the DNR to said date of first disposal of solid waste shall not exceed one year and the active site life (or total time from the date of issuance of the facility license by the DNR until final closure) shall not in any event exceed fourteen (14) years.

Hazardous Waste means any solid waste identified as a hazardous waste by the Department of Natural Resources, under

Sec. 144.62(2)(b), Wis. Stats., or identified as a hazardous waste by regulations adopted by the Department of Natural Resources in Chapter NR 181, Administrative Code, or its successor chapters. This shall not include any hazardous waste as defined above which is authorized at anytime by the Department of Natural Resources to be disposed, stored or treated at the active fill area or to be disposed, stored or treated at any other location at the solid waste facility.

Local Approvals means any local approval as "local approvals" are defined in Sec. 144.445(3)(c), Wis Stats., or its successor provisions.

Long Term Care or Long Term Care Operations means (1) any activities in the County of Dane directly related to long term care at the solid waste facility or (2) any activities at the solid waste facility, including routine care, maintenance and monitoring in the active fill area at the solid waste facility; and where all the above noted activities occur anytime following the final closure of the active fill area at the solid waste facility. Long term care operations by Corporation, by its agents and by its authorized transporters shall not be considered disposal operations, storage operations or treatment operations at the active fill area for purposes of this contract.

Nature Conservancy Area means the active fill area, on-site stormwater detention facilities and areas required for monitoring, leachate storage and removal or maintenance of the

closed solid waste facility where after final closure the Corporation will:

a. maintain this area in order that it largely escapes unnatural environmental disturbances, and

b. 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.

Operations Related Thereto means (a) any disposal operations, storage operations or treatment operations in the County of Dane occurring on lands adjacent to the solid waste facility where this land is either owned by Corporation, leased by Corporation, used by Corporation or possessed by Corporation and where the operations or activities by Corporation, its agents or its authorized transporters on this land are in conjunction with or are in aid of the disposal operations, storage operations or treatment operations that are occurring at the solid waste facility, or (b) any disposal operations, storage operations or treatment operations in the County of Dane occurring on non-adjacent lands where these lands are located in the City of Madison or the Town of Blooming Grove, where the land so located is either owned by Corporation, leased by Corporation, used by Corporation or possessed by Corporation and where the operations or activities by Corporation, its agents or its authorized transporters on this land are in conjunction with or are in aid of the disposal

operations or treatment operations by Corporation that are occurring at the solid waste facility.

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

Remedial Actions means those actions consistent with a permanent remedy which are taken instead of or in addition to removal actions in the event of a release or threatened release at the solid waste facility or directly related thereto occurring at any other location in the County of Dane of hazardous waste into the environment, to prevent or minimize the release of hazardous waste so that the hazardous waste does not migrate to cause substantial danger to the present or future public health or welfare of the residents of the County of Dane or to the environment in the County of Dane. The term includes, but is not limited to, such actions at the location of the release of the hazardous waste as storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released hazardous wastes, recycling or reuse of hazardous wastes, diversion of hazardous waste, destruction of hazardous wastes, segregation of hazardous wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and run-off, on-site treatment or incineration, provision of alternative water supplies to residents in the County of Dane 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 relocation is more cost-effective than and environmentally preferable to the transportation, storage, treatment, destruction or secure disposition offsite of hazardous wastes or other actions that may be necessary to protect the public health or welfare of the residents of the County of Dane. The term does not include offsite treatment of hazardous waste or the storage, treatment, destruction or secure disposition offsite of such waste unless the Department of Natural Resources determines in writing that such actions are: (a) more cost-effective than other remedial actions, or (b) are necessary to protect the public health or welfare of the residents of the County of Dane or the environment of the County of Dane from a potential or present risk which may be created by further exposure to the continual presence of such hazardous waste.

Removal Action means the clean-up action or removal action of released hazardous substances from the environment, such actions as may be necessarily taken in the event of release of hazardous wastes into the environment at the solid waste facility or directly related thereto occurring at any other location in the County of Dane, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous wastes, the disposal of removed hazardous wastes, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public

health or welfare of the residents of the County of Dane or to the environment in the County of Dane, which may otherwise result from a release or threat of release of hazardous wastes in the County of Dane. The term includes, in addition, without being limited to, security fencing or other measures to limit access to the solid waste facility, provision of alternative water supplies to residents of the County of Dane, temporary evacuation of residents of the County of Dane and housing of threatened residents of the County of Dane.

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

material as defined in Sec. 140.52, Wis. Stats., or its successor section.

Solid Waste Facility means the solid waste disposal facility in the County of Dane specifically described in Exhibit "A", herein incorporated by reference in this contract. It includes both the active fill area and the fenced area described in Exhibit "A".

Storage or Store means the authorized temporary holding of solid waste or hazardous waste at the solid waste facility or directly related thereto at any other location in Dane County for a temporary period, at the end of which period the said solid or hazardous waste is to be then treated or ultimately disposed in the active fill area at the solid waste facility or at any other location.

Storage Operations means (1) any activities in the County of Dane directly related to the authorized storage of solid waste or to the authorized storage of hazardous waste at the solid waste facility or (2) any activities at the solid waste facility related to the authorized storage of solid waste or hazardous waste and where all the above noted activities noted in (1) or (2) occur anytime during the active life of the solid waste facility.

Town means the Town of Blooming Grove and its respective officers, its officials, its respective employees and its respective agents.

Treat or Treatment means any method, technique or process at the solid waste facility or directly related thereto at any other location in Dane County which is designed to change the

physical, chemical or biological character or composition of the solid waste or unauthorized hazardous waste. Treatment includes incineration.

Treatment Operations means (1) any activities in the County of Dane directly related to the authorized treatment of solid waste or the authorized treatment of hazardous waste at the solid waste facility or (2) any activities at the solid waste facility related to the authorized storage of solid waste or hazardous waste and where all the above noted activities noted in (1) or (2) occur anytime during the full term of this agreement.

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

ARTICLE II.

TRANSPORTATION

A. Designated Routes.

Corporation, its agents and its authorized transporters, during the full term of this agreement, shall not use and Corporation shall inform its agents and its authorized transporters, in writing, not to use any City of Madison streets or roadways as a route for vehicle access to and from the solid waste facility by Corporation, its agents or its authorized transporters for purposes related to any authorized construction operations, disposal operations, storage operations, treatment operations, long term care operations or authorized repair, removal or remediation operations in the active fill area or at any other location at the solid waste

facility, unless those City streets or roadways are established and authorized by this section as the designated exclusive roadway routes for purposes of vehicle access to and from the solid waste facility.

This section shall not apply to the City and to its agents and to any residents of the City or Town when the City and such persons are collecting solid waste in the City or Town in vehicles and then transporting this solid waste to the solid waste facility for the purpose of disposal in the active fill area at the solid waste facility and where the solid waste collected and transported in these vehicles by the above noted persons was collected by those persons solely from solid waste sources located in the City or the Town. Exceptions to this section shall only be granted by the City Transportation Director or his or her designee, in writing for alternative or additional routes to the exclusive routes.

The exclusive routes for access to and from the solid waste facility are described as follows:

1. On designated heavy traffic routes, under Sec. 349.17, Wis. Stats., and Sec. 12.89, Madison General Ordinances, to U.S. Highway 12 & 18 east or west, exiting at Dutch Mill Road, then northerly on Dutch Mill Road to Femrite Drive, then east on Femrite Drive to Vondron Road and north on Vondron Road to the solid waste facility entrance; or

2. On such designated heavy traffic routes to U.S. Highway 51 (South Staughton Road) north or south, exiting

at Pflaum Road, then east on Pflaum Road to Vondron Road and south on Vondron Road to the solid waste facility entrance.

The Corporation or its operating agent shall notify all authorized transporters and each municipality using the solid waste facility of the designated exclusive routes and shall refuse access, entry and use of the site to repeat offenders.

B. Methods of Hauling.

The Corporation shall require all authorized transporters to conform to the requirements of NR 502.06 as a prerequisite to use of the landfill and shall assist the DNR in enforcing these state regulations including, but not limited to, refusal of access, entry and use of the site to repeat offenders.

C. Debris Pickup.

The Corporation shall pick up and collect debris as necessary on Dutch Mill Road, Femrite Drive, Vondron Road, and Pflaum Road from South Staughton Road to Vondron Road wherever debris attributable to the landfill or transporters thereto is deposited. If the City of Madison, Town of Blooming Grove, or Dane County finds it necessary to collect or remove debris attributable to the landfill site, the Corporation shall pay them a collection fee equal to their costs. Except in emergency situations, these municipalities shall notify the Corporation of the need for debris pickup and the approximate location twenty-four (24) hours prior to instituting its own debris collection efforts. If the initial notification is not in writing, it shall be followed by written notification.

Further, the Corporation shall also be responsible for removal of litter, debris or refuse by the end of the next working day from adjacent lands and rights-of-way on the designated roadways on which the refuse has blown or fallen, provided permission is received from owner or occupant to enter upon such lands. The Corporation shall be responsible for picking up windblown refuse originating from the landfill on any lands. The Corporation shall be permitted to enter on private lands only after receiving written permission of the owner or occupant of such lands. To that end, the Corporation shall develop a written permit form which can be signed by the applicable owners or occupants.

D. Vondron Road Reconstruction.

In order to provide proper and safe access to the solid waste facility, Vondron Road from Pflaum Road to Femrite Drive shall be reconstructed at the expense of the Corporation prior to acceptance of solid waste at the solid waste facility. The road shall be reconstructed with a modified 24-foot wide Class "C" bituminous pavement in accordance with the plans and specifications established by the City Engineer and approved by the Common Council and in accordance with the City of Madison Standard Specifications for Public Works Construction.

Reconstruction of Vondron Road shall include: said construction on existing right-of-way, except for additional right-of-way necessary for turning lanes at the approaches to the entrance to the solid waste facility which lands may be acquired by Corporation and/or shall be dedicated by

Corporation to the City of Madison at the expense of the Corporation; removal and replacement of subbases as needed; all required grading including the lowering of the crest of the existing hill by approximately 6 feet to an elevation approved by the City Engineer; widening the roadway of the first 300 feet south of the intersection with Pflaum Road to forty-four (44) feet of Class "C" bituminous paving or the same as Vondron Road north of the intersection; location of the site entrance with adequate turning lanes a suitable distance south of the crest of the hill to provide adequate sight distance; installation of a stop sign at the intersection of Pflaum and Vondron Road on northbound Vondron; all other necessary signing, marking, erosion control and turf establishment on all disturbed areas; all in accordance with the City of Madison Standard Specifications for Public Works and the Wisconsin Department of Transportation Design Manual.

Corporation shall obtain the approval of the City Engineer prior to construction and shall schedule no improvements without the City Engineer's approval of the starting date and schedule. The improvements shall be completed within the schedule approved by the City Engineer.

The Vondron Road improvements shall be accepted by the Common Council prior to acceptance of solid waste at the facility by the Corporation. Said improvements will not be accepted until all outstanding costs and charges have been paid in full by Corporation and affidavits and lien waivers are received by the City indicating payment for all work and materials furnished.

Corporation shall only engage contractors for all construction hereunder who are listed as qualified for such work by the Director of Public works and who shall comply with every requirement of Sec. 23.01, Madison General Ordinances (Minimum Wage Scale), the City's contract requirements pertaining to damage claims and the contractor's liability insurance as specified in Sec. 107, City of Madison Standard Specifications of Public Works Construction and addendums thereto. The Corporation shall also require contractors engaged in work to maintain a current certificate of insurance on file with the City Engineer. The insurance policy shall have the City of Madison named as an additional insured with wording approved by the City Attorney.

Corporation shall guarantee all work performed under this section for a period of one year from the date of final acceptance by the City of Madison Common Council against defects in workmanship and materials. If any defect should appear during the guarantee period, the Corporation shall make required replacement or repairs of the defective work acceptable to the City Engineer at the Corporation's expense. The expense includes a total and complete restoration of any disturbed surface or any component of the improvement to the standards provided in the plans and specifications. Vondron Road shall be so reconstructed by the Corporation or its designee and not be subject to formal bidding processes of the City of Madison, it being the intent of the City that this work shall proceed as a "private contract". All local permits and

assistance in the obtaining of permits necessary for this reconstruction shall not unreasonably be withheld. Upon acceptance of these improvements, ownership, control, and normal maintenance (other than periodic sweeping of Vondron Road by Corporation) shall be turned over without reservation to the City of Madison.

E. Transporters of Solid Waste.

1. List of Transporters.

Corporation shall maintain a list of names, addresses and telephone numbers of its agents and its authorized transporters who have been authorized orally or in writing to transport any type of solid waste to and from the solid waste facility or who dispose of any type of solid waste in the active fill area at the solid waste facility.

Corporation shall each January during the life of the active fill area, file this list with the City Clerk of the City of Madison. Upon reasonable written request by a designated representative of the City, Corporation shall supply to the City the type and the amount of solid waste disposed of at the solid waste facility during the immediately preceding calendar year by a particular agent, or authorized transporter.

This provision, requiring names, addresses and telephone numbers of agents and authorized transporters, shall not apply to the City, to the Town or to the residents of the City of Madison or the Town of Blooming Grove when they are transporting solid waste as described in Section A of this Article.

2. Persons Authorized.

Corporation, its agents and its authorized transporters, and the employees and agents of these agents and authorized transporters during the active life of the facility, shall be the only persons authorized by Corporation to transport solid waste to and from the solid waste facility, except as noted above. The above noted persons shall, in addition, be the only persons authorized by Corporation during the active life of the facility to dispose of solid waste in the active fill area. No person, including Corporation, shall, during the active life of the facility, dispose of solid waste at any other location at the solid waste facility except in the active fill area.

This restriction authorizing only the transportation to and from the solid waste facility and the disposal of solid waste in the active fill area or at any other location at the solid waste facility to certain persons noted above shall not apply to the City, to the Town and to the residents of the City of Madison and the Town of Blooming Grove, and other towns in Dane County who may be authorized by Corporation to transport solid waste as described in Section A of this Article, nor to the storage by the Corporation of inert demolition waste as authorized by the Department of Natural Resources.

ARTICLE III.

OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

A. Commencement Date and Term.

The commencement date of this agreement shall be the date on which an arbitration award selecting this Final Offer is issued by the Waste Facility Siting Board.

The full term of this agreement shall include the active site life of the landfill through closure and the forty (40) year period of long-term care financial responsibility of the site or such longer period as required by state or federal law. The active site life starts when the facility license is issued by the DNR and ends when final closure occurs. Active site life shall not exceed fourteen (14) years from issuance of the facility license until final closure, including not more than thirteen (13) years of solid waste disposal operations, regardless of construction or other foreseen or unforeseen delays in opening the facility for disposal operations.

Further, the Corporation shall have the right at any time to cease accepting waste at the landfill; this determination to be in the sole discretion of the Corporation, as approved by the DNR. In the event the Corporation ceases to accept waste for disposal at the landfill, all of the Corporation's obligations under this agreement shall cease, with the exception of the Corporation's obligations under Articles IV., V. and VI. as identified therein.

Notwithstanding the foregoing, the Corporation shall be responsible for proper final closure and long-term care

financial responsibility of the site as set forth by the State of Wisconsin Department of Natural Resources (hereinafter referred to as the "DNR") and state law, as well as provisions hereinafter set forth in this agreement.

B. Local Approvals.

Corporation, its agents and its authorized transporters, for the full term of this agreement, shall be subject to all pre-existing local approvals that are applicable to Corporation, its agents and its authorized transporters and where these pre-existing local approvals have not been waived or released in writing by the County or by the City. During that time period, the active fill area, the solid waste facility, the uses and the activities of the active fill area and of the solid waste facility, the operations at the active fill area and at the solid waste facility and any uses, activities and operations at operations related thereto and at other locations in the County of Dane shall be subject to all the pre-existing local approvals of the County and the City that are applicable to the Corporation and that have not been waived or released by the County or by the City. In particular, all pre-existing local zoning approvals are applicable to the proposed solid waste facility.

No pre-existing local approvals of the County or of the City have been made inapplicable by this agreement for Corporation, for its agents, for its authorized transporters or for any other persons, nor have these pre-existing local approvals been made inapplicable to the active fill area, the

solid waste facility, to the uses and activities of the solid waste facility or to any operations at the solid waste facility or to any uses, activities and operations at operations related thereto at any other location in the County of Dane.

On the date of final closure and extending until forty (40) years after final closure, Corporation, the active fill area, the solid waste facility, the uses and activities of the active fill area and of the solid waste facility, the operations at the active fill area or at the solid waste facility and any uses, activities or operations at operations related thereto at other locations in the County of Dane are subject to any pre-existing local approvals of the County or the City existing at or during that time that are applicable to Corporation, to its agents, to its authorized transporters, to the active fill area, to the solid waste facility, to any uses or activities of the active fill area or of the solid waste facility and are applicable to any operations at the solid waste facility and are applicable to any uses, activities and operations at operations related thereto at any other location in the County of Dane, unless the pre-existing local approvals then existing are then waived or released by the County or by the City in writing.

C. Reports to the County and the City.

1. Reports from Corporation.

City and County, during the active site life and extending until forty (40) years after final closure financial responsibility or any longer term of post-closure care

financial responsibility required by the state or federal law, shall receive from Corporation written copies, within seven (7) days of distribution by Corporation of all written reports and written correspondence provided by Corporation to the Department of Natural Resources or to any other state agency or to any federal agency or to any state or federal court where those reports and correspondence are associated with the solid waste facility (other than income tax returns or other confidential financial reports), including, but not limited to, letters, court documents, technical reports, waste source data, testing data, recording data and monitoring data. These copies shall be provided by Corporation at no cost to the City and the County and shall be submitted to the City Clerk of the City of Madison and the County Clerk of the County of Dane.

2. Reports from Government Agencies.

City and County, during the active site life and extending until forty (40) years after final closure financial responsibility or any longer term of post-closure care financial responsibility required by state or federal law, shall receive from Corporation written copies, within seven (7) days of receipt by Corporation, of all written reports and written correspondence received by Corporation from the Department of Natural Resources or from any other state or federal agency or from any state or federal court when these reports and correspondence are associated with the solid waste facility, including, but not limited to, letters, court documents, technical reports, waste source data, testing data, recording data and monitoring data. These copies shall be

provided by Corporation at no cost to the City and the County and shall be submitted to the City Clerk of the City of Madison and the County Clerk of the County of Dane.

D. Landfill Cap and Liner Design.

The Corporation shall construct the landfill with a composite liner system. The composite liner system shall consist of an NR500 Code five-foot compacted clay liner and a 60 mil. high density polyethylene (HDPE) flexible membrane liner covered by a two foot sand blanket to protect the flexible membrane. The liner shall be designed, constructed and installed in accordance with NR500 Code requirements acceptable to the Wisconsin Department of Natural Resources. In addition, the Corporation will close the site using a composite cap consisting of the NR500 cap system plus a geomembrane as proposed in the Corporation's feasibility report submitted to the Wisconsin Department of Natural Resources.

E. Source of Waste.

Only residents, municipalities, businesses and industries (solid waste generators) located in Wisconsin shall be permitted to dispose of solid waste generated by said generators exclusively in Wisconsin at the solid waste facility. No solid waste generated outside of the State of Wisconsin shall be disposed of at the solid waste facility, including but not limited to, solid waste which is initially generated outside of the state and transported to Wisconsin for purposes of any form of mechanical separation, removal of recyclables, or other treatment prior to disposal at the solid waste facility.

F. Hours of Operations.

The Corporation shall only operate the landfill between 7:00 a.m. and 4:00 p.m., Monday through Friday, and 7:00 a.m. and 12:00 NOON on Saturdays; where operation of the landfill is defined to mean the operation of any equipment or trucks. Waste can be received Monday through Friday from 7:00 a.m. until 3:00 p.m. and on Saturday from 7:00 a.m. until 11:00 a.m. The landfill may be operated from 7:00 a.m. to 5:00 p.m. on Saturdays following either:

1. A week within which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day or other legal holidays occur; or,

2. A week within which adverse weather conditions (such as high winds, rain, ice or heavy snow) have prevented the Corporation from operating the landfill for an aggregate period of more than five (5) hours in any one day.

The landfill may also be operated from 7:00 a.m. to 5:00 p.m. on other Saturdays with the consent of the City of Madison Engineer.

G. Odor Abatement.

The Corporation shall make every effort to control odor from the landfill. Odor is controlled by proper operations, applying daily cover to all solid waste, and thorough implementation of a gas control and burning system as the landfill develops. The Corporation shall install and operate -- an active gas control system at this landfill beginning at

Phase I closure and continuing for the remaining active life of the landfill and for forty (40) years after final closure or any longer term of post-closure care financial responsibility required by state or federal law. The design of the gas control system shall include at minimum a continuously burning flare designed with a sufficient gas detention time to oxidize all odors.

The Corporation shall take whatever precautions are feasible to prevent emissions into the ambient air of any substance or combination of substances in quantities such that objectionable odors result. Upon verification of objectionable odors, the City shall bring the matter to the attention of the Corporation, and, if necessary, to the attention of the Department of Natural Resources.

Upon a determination that objectionable odors are being emitted from the landfill, the Corporation shall adopt the abatement or control measures proposed by the Wisconsin Department of Natural Resources and agreed to by the City of Madison Engineer. Generally this involves recovering the waste or adjusting the landfill gas incinerator. If the odors are attributable to an identifiable specific waste, this waste shall be disallowed for future disposal.

H. Dust Abatement.

The Corporation shall make every effort to control dust from the landfill operations. Dust is generated during dry conditions, and mainly attributed to vehicular traffic on

roadways at the landfill. Further, dust is generated from open unvegetated land.

The Corporation shall maintain a vegetative cover on all areas which are disturbed and not being actively used to control windblown dust. A water truck shall be available at the landfill for watering access roads, borrow areas, and other areas where dust may be generated.

The Corporation shall provide the City of Madison Engineer with the name and telephone number of an employee who will be available if watering or other emergency site maintenance on the landfill is necessary.

I. Blowing Debris Control.

After thorough discussions between the Local Committee and the Corporation, the Corporation believes that windblown debris control can be achieved by several means:

1. Providing proper windbreaks;
2. Providing proper fencing in and around the actual area and landfill to catch windblown material and stop it from leaving the landfill;
3. Picking up paper from these fences weekly and within twenty-four (24) hours that windblown material leaves the active landfill area;
4. Controlling daily operations to limit windblown material;
5. Stopping operations when constant excessive wind speed causes lack of control of windblown paper.

Therefore, the Corporation shall:

a. Install additional windbreaks (trees and shrubs) with a minimum dollar value of \$15,000 and have berms installed to add to the natural tree and shrub windbreak in areas along the edges of the landfill. Specifications for these shall be developed in the Plan of Operation and approved by the City of Madison Engineer prior to implementation. These will also be part of the landscaping plan.

b. Prior to the acceptance of waste, the Corporation shall:

(i) Install, as a perimeter fence, an 8-foot high chain-link fence with a wind deflector section of a minimum 6 inch height angled in on top;

(ii) Repair any breaks in existing perimeter line fences;

(iii) Plant corn rows, using SCS best management practices, in the buffer zone on the Corporation property east of the active part of the landfill. The 100 to 150 foot buffer zone of corn rows shall act as an additional control for blowing debris, with no more than 1/2 of the corn being harvested annually from the farthest rows away from the edge of the waste.

(iv) Use portable fencing wind screens in the active area with a minimum eight foot height and minimum length of 100 feet.

c. The fencing which will be used as controls and the corn rows shall be cleaned of litter and debris daily. The litter and debris shall be returned to the active area for disposal. Further, if any litter escapes the landfill, the Corporation shall pick up litter on neighboring property with prior permission of the owners, and return it to the active area for disposal.

d. During windy weather, the site operator shall:

(i) Maintain the disposal area in well screened areas;

(ii) Compact the waste loads immediately after waste is deposited; and

(iii) Apply cover soil to a minimum of six (6) inches.

5. The Corporation shall stop accepting waste any day when wind speeds exceed 25 mph at the active fill area for a sustained period of thirty minutes or more; or when the Corporation or the City of Madison Engineer determine it necessary because of windblown paper problems. Wind speed shall be monitored on a continuous basis and recorded with records being maintained and reviewed by the Corporation daily as part of routine monitoring. Records may be reviewed by the City Engineer upon request. All haulers shall be informed of this rule and provisions shall be made so that the haulers can check with the Corporation regarding facility closure. The wind speed meter shall be

located in an area representative of the current landfill operating face, be maintained as required by the manufacturer and it shall be calibrated semi-annually.

The Corporation shall comply with all provisions of the NR500 series of the Wisconsin Administrative Code regarding fences and windblown debris control.

If the Corporation fails to meet the provisions as outlined above, the City of Madison, after notice to the Corporation and twenty-four (24) hours to address and correct the compliance, shall have the right to authorize work needed to correct the Corporation's failure to comply, and the Corporation shall pay the City of Madison's costs of such work for each occurrence.

J. Landfill Vector Controls.

The City and County consider vectors to include rodents, birds (sea gulls), insects (i.e., flies, mosquitoes, etc.), and other unwanted pests.

Most of these pests or vectors can be controlled through proper compacting and covering of the waste and grading of the site to eliminate ponded water, and by implementing proper rodent baiting and/or bird hazing programs inside the fenced area.

The Corporation shall implement appropriate methods to mitigate potential increased bird populations to prevent hazardous bird movement that may interfere with air traffic safety. Stringency of mitigation methods shall conform to

safety considerations based upon local air traffic patterns and data on local bird populations, especially gulls.

The Corporation shall do this control and shall pay for a professional pest control specialist to regularly monitor the site (four times per year or more often as necessary); and/or advise additional pest control measures and implement them as needed.

If the Corporation fails to meet the provisions as outlined above, the City of Madison Engineer, after notice to the Corporation and twenty-four (24) hours to address and correct the compliance, shall have the right to authorize work needed to correct the Corporation's failure to comply; (work must be completed by certified persons) and the Corporation shall pay the City's costs of such work for each occurrence.

K. Screening.

The Corporation shall provide screening as designated in the feasibility report. Further, every reasonable effort shall be taken to save the trees along the north side of the landfill to be maintained as natural screening, consistent with the approvals issued by the Department of Natural Resources.

Detailed plans for screening, along with windbreaks detailed in Sec. I. of this Article, shall be developed in the Plan of Operation and submitted to the City of Madison Engineer for approval prior to implementation. Active landfill areas shall be further screened by perimeter berms built in advance on filling each lift. As these berms are built, the outside slopes shall be graded, topsoiled, and seeded on a regular basis.

L. Mud Tracking.

The Corporation shall maintain the paved entrance area and Vondron Road free of mud tracked from vehicles from the landfill. This shall be done by maintaining graveled access roads inside the site and sweeping or washing down paved roads inside the site and on Vondron Road, twice per day minimum, weather permitting.

The Corporation shall investigate installation of a "tire cleaner" to be located near the landfill exit to remove mud from tires prior to exit from the landfill. The Corporation shall provide the analysis of the feasibility of installing such a device at the landfill as part of the Plan of Operation, if feasible. If deemed economical, one shall be installed.

If the Corporation fails to meet the provisions as outlined above, the City of Madison, after notice to the Corporation and twenty-four (24) hours to address and correct the compliance, shall have the right to authorize work needed to correct the Corporation's failure to comply with the Corporation, shall pay the City's costs of such work for each occurrence. After twenty recorded occurrences of mud tracking on Vondron Road, the Corporation shall install a "tire cleaner". Each day that the Corporation remains in breach of a provision herein shall constitute a separate occurrence.

M. Lighting.

The Corporation shall have security and other outdoor lighting in and around the landfill buildings. Detailed building plans and lighting shall be submitted to the City

Engineer, and lighting shall be approved by the City Engineer prior to installation so as not to be offensive or intrusive to owners of adjacent properties.

N. Drainage and Erosion Control.

The Corporation shall submit final drainage and erosion control plans to the Dane County Land Conservation Committee and obtain approval therefrom. This shall be done after such plans are prepared as part of the Plan of Operation for the landfill. Plans shall be implemented in accordance with the Dane County Land Conservation Committee, and the local Department of Natural Resource recommendations and approvals.

Concepts which shall be included can be described as follows:

Surface water drainage to perimeter ditches and discharge into sedimentation basins is the primary erosion control measure that shall be applied in the borrow excavation areas during landfill development. This may include temporary ditches, diversion berms, and/or sedimentation basins. Any runoff from this area which is not routed to a perimeter drainage ditch for eventual discharge through a sedimentation basin shall be routed through erosion bales, silt fences, or temporary sedimentation basins within the borrow excavation areas.

Surface water which ponds on the liner prior to the placement of waste shall be tested for conductivity. If conductivity values are below 1,000 umhos/cm this water shall be pumped to the perimeter drainage ditch. If

values are greater than 1,000 umhos/cm, the water shall be handled as leachate. All water which comes in contact with waste shall be treated as leachate.

Semi-annual maintenance shall include inspection and repair of all drainage ditches and sedimentation basins. Disturbed areas shall be regraded, seeded and fertilized as necessary to maintain efficient flow and operation of all drainage features.

O. Regulatory Compliance.

The Corporation shall comply, at all times, with this agreement and shall also operate the site at all times in complete compliance with applicable federal and state statutes, administrative codes, regulations and requirements of the Department of Natural Resources as per the current amended version of NR500 series and Department of Natural Resources specifications unless otherwise notified in this agreement.

P. Landfill Operator Training.

The Corporation shall have a certified "Manager of Landfill Operations" on-site whenever waste is being received or processed. All Equipment Operators shall be certified "Operators" and must hold a valid certificate.

The "Manager of Landfill Operations" shall be directly responsible for charge of the landfill when he/she is on site and he/she and Equipment Operators must hold a valid certificate issued by the Governmental Refuse Collection and Disposal Association (GRCDA) or an equal certificate granted by another educational institution which has been pre-approved by

the City of Madison Board of Public Works within thirty (30) days after commencing employment in such position.

The certificates shall be posted in a conspicuous place in the landfill office. The Manager and Operators shall be recertified as required by GRCD or any other pre-approved institution.

Q. Emergency Planning.

1. Description of Potential Hazards.

The purpose of this section is to provide minimum standards for the handling and return of hazardous wastes which are accidentally brought to the landfill.

Only wastes allowed by the Department of Natural Resources shall be disposed of at the landfill. The Corporation shall comply with all provisions of NR600 Codes. Hazardous waste shall be defined as listed in NR181 and NR600 Codes.

All unsuitable waste received at the facility shall be returned to the waste hauler or owner if he/she can be determined. All unsuitable waste shall be removed from the facility within two (2) weeks of oral notification to the City of Madison as stated in Article III.Q.(3)(g)1.e.

If the owner or hauler of the waste cannot be determined, the Corporation shall arrange to have the waste removed at its expense.

2. Emergency Response Resources.

a. On-Site Equipment.

The Corporation shall provide adequate equipment.

b. Local Agencies.

The Corporation shall consult the local fire and police departments, hospitals and emergency response teams as necessary to draft and revise the contingency plan and emergency procedures.

The Corporation shall coordinate its procedures with the City of Madison Fire Department's "Hazardous Incident Team" which shall be used as a backup service to the Corporation's own immediate response team.

c. State and Federal Agencies.

The Corporation shall comply with all state and federal regulations including, but not limited to those enforced by the Federal E.P.A. and O.S.H.A. and Wisconsin Department of Natural Resources and Department of Industry, Labor and Human Relations.

3. Contingency Plan and Emergency Procedures.

a. The Corporation shall develop a contingency plan so as to prevent or minimize human health or environmental damage in the event of fire, explosion, or any unplanned sudden or unsudden discharge of hazardous, infectious, radioactive or asbestos waste or their constituents to air, land, groundwater or surface water. The provisions of the plan shall be implemented immediately in the event of a fire, explosion or discharge of the preceding waste or their constituents which could threaten human health or the environment. The plan shall be approved by the City Engineer prior to the opening of the facility.

b. A copy of the contingency plan and all revisions shall be filed with the City of Madison, Town of Blooming Grove and County of Dane. The plan shall be reviewed and amended, if necessary, whenever the plan fails during an emergency, the list of emergency equipment changes or the operation of the facility changes.

c. At all times when the facility is in operation there shall be at least one person present with the responsibility of coordinating all emergency response measures. This facility emergency coordinator shall be a certified Landfill Manager and shall be thoroughly familiar with all aspects of the facility's contingency plan, all operations at the facility, the location and characteristics of the waste handled at the facility and waste which is banned, the location of all haul tickets or manifests within the facility and the facility layout. In addition, the coordinator shall have the authority to commit the resources needed to carry out the contingency plan.

d. The contingency plan shall, as a minimum, contain the following:

1. The name, position, address and telephone number, office and home, of all persons qualified to act as facility emergency coordinator, and this list shall be kept up to date. Where more than one person is listed, one shall be designated as the primary emergency coordinator and others shall be listed in

the order in which they shall assume responsibility as alternates.

2. Procedures for emergency shutdown of facility operations, and the actions facility personnel shall take in response to fires, explosions or any unplanned sudden or non-sudden discharge of hazardous waste or hazardous waste constituents to the air, land or surface water at the facility.

3. A description of the procedures that shall be used to notify local police departments, fire departments, hospitals and emergency response teams of the discharge of hazardous waste or fire or explosion at the facility.

4. A list of emergency equipment at the facility, such as fire extinguishing equipment, internal and external alarms and decontamination equipment. This list shall be kept up to date. The list shall include the location, physical description, and description of the capabilities of each item.

e. Facility employees shall be familiarized with all emergency procedures, equipment and systems contained in the contingency plan.

f. All facility communication equipment, alarm systems, meters and fire equipment shall be tested semi-annually. All defective equipment shall be repaired or replaced.

g. In the event an emergency takes place the following procedures shall apply:

1. The landfill's emergency coordinator shall:
 - a. Activate internal facility alarms or communication systems to notify all personnel of an imminent or actual emergency situation, where applicable.
 - b. Telephone the division of emergency government and comply with the requirements of Sec. 144.76, Wis. Stats., and Ch. NR153.

NOTE: The division of emergency government's 24-hour number is (608)266-3232, collect calls accepted.
 - c. Immediately identify the character, source, amount and real extent of any discharged materials. This may be done by observation or review of facility records or manifests, and, if necessary, by chemical analysis.
 - d. Assess possible hazards to human health or the environment that may result from the discharge, fire or explosion. This assessment shall consider both direct and indirect effects of the discharge, fire or explosion such as the effects of any toxic, irritating or asphyxiating gases that are generated, or the effects of any hazardous surface water runoff from water or

chemical agents used to control fire and heat induced explosions.

e. Immediately notify appropriate local authorities, if an assessment indicates that a discharge, fire, or explosion could threaten human health or the environment outside the facility, and that evacuation of local areas may be advisable. The emergency coordinator shall be available to help appropriate officials decide whether local areas shall be evacuated.

f. Take all reasonable measures necessary to ensure that fires, explosions, and discharges do not occur, reoccur, or spread to other waste at the facility. These measures shall include, where applicable, stopping processes and operations, collecting and containing discharge waste, and removing or isolating containers.

g. Provide for treating, storing or disposing of recovered waste, contaminated soil or surface water, or any other material that results from a discharge, fire or explosion at the facility, immediately after an emergency.

2. The owner or operator shall note in the operating record the time, date and details of any incident that requires implementing the contingency plan. Within fifteen (15) days after the incident, the owner or operator shall submit a written report on

the incident to the City, County and Town. The report shall include:

a. Name, address and telephone number of the owner or operator:

b. Name, address and telephone number of the facility;

c. Date, time and type of incident, such as fire, explosion;

d. Name and quantity of materials involved;

e. The extent of injuries, if any;

f. An assessment of actual or potential hazards to human health or the environment, where this is applicable;

g. Estimated quantity and disposition of recovered material that resulted from the incident;

h. A narrative describing the known or suspected causes of the incident and a statement describing the measures taken to investigate the incident to determine the cause. The narrative shall also describe any necessary measures which have been or will be taken to prevent such incidents in the future; and

i. Any amendments to the contingency plan.

4. Employee Training.

The facility emergency coordinator shall be a "Landfill Manager" certified by GRCDA or another preapproved organization ..

as previously stated. He/she shall be thoroughly familiar with all emergency and spill control equipment.

All facility employees shall be familiar with emergency procedures and equipment.

A fire and emergency response drill shall be conducted for all employees once per year.

5. Periodic Evaluation.

The City of Madison Engineer shall review the landfill's contingency plan and emergency procedures annually. The City of Madison, Dane County and Town of Blooming Grove shall be notified of the landfill's annual fire and emergency response drill two (2) weeks in advance and shall be granted access to the drill site to observe procedures if they so choose.

ARTICLE IV..

FINANCIAL REQUIREMENTS AND COMPENSATION

A. Indemnification and Insurance.

The Corporation shall indemnify, hold harmless and defend the City of Madison, Town of Blooming Grove and Dane County, their officers, officials, agents, employees and any duly appointed committees, including the Local Committee, under Sec. 144.445, Wis. Stats., from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or damages to property, including loss of use thereof, arising out of or in connection with or occurring during the operation or use of the landfill site whether

anticipated or unanticipated, including but not limited to design, siting, construction, transportation to and from by authorized transporters, operation, maintenance, control, repair, remediation, administration, surveillance, monitoring, closure, long term care and termination of the landfill site and the disposal, treatment, storage and removal of solid waste at the landfill site. The terms and conditions of this indemnification agreement shall run with the site and be perpetual. In the event one of the aforementioned municipalities is a party to any lawsuit alleging liability for any loss, claim or damages as described above, the Corporation shall pay the reasonable costs of legal counsel selected by the municipalities to defend the lawsuit.

B. Municipal Liability Insurance.

The Corporation shall provide to the City of Madison, the Town of Blooming Grove and Dane County, at the Corporation's expense and cost the following insurance with a company or companies authorized to do business in the State of Wisconsin. Each policy and certification shall require 30 days advance written notice to the municipalities of cancellation, nonrenewal or material change in the policy. All coverage required shall apply as primary with the City of Madison, Town of Blooming Grove and Dane County, their officers, officials, employees, agents and any duly appointed committees including the Local Committee under Sec. 144.445, Wis. Stats., named as additional insureds. A certificate of insurance for all required insurance shall be filed with each municipality within

30 days of execution of this agreement. The certificate of insurance shall be delivered to: Risk Management, City of Madison, City-County Building, Room 504, Madison, Wisconsin 53710; Risk Management, County of Dane, City-County Building, Room 425, Madison, Wisconsin 53709; and Town of Blooming Grove Clerk, 3325 Thurber Avenue, Madison, Wisconsin 53714.

1. General Liability Insurance.

Comprehensive General Liability insurance including contractual, personal injury, products, completed operations and auto liability with a minimum of \$1,000,000 combined single limit per occurrence and \$2,000,000 umbrella coverage for the full term of this agreement. The City of Madison, the Town of Blooming Grove and the County of Dane shall be named as additional insureds on this policy.

2. Environmental Impairment Insurance.

The Corporation shall provide and maintain in full force and effect at all times during the term of this Agreement environmental impairment insurance coverage and sudden and accidental pollution coverage in the amount of \$1,000,000 per occurrence and \$4,000,000 aggregate for each type of environmental insurance policy. Coverage afforded shall apply as primary with the City of Madison, Town of Blooming Grove and County of Dane, their officers, officials, agents, employees and any duly appointed committees, including the Local Committee under Sec. 144.445, Wis. Stats., named as additional insureds. If such insurance is or becomes unavailable or, with the Corporation providing a minimum self-insured retention of

\$50,000, the annual premium for coverage beyond the self-insured retention exceeds \$50,000 adjusted annually by the percent change factor for the most recent past year's annual average Consumer Price Index published each January by the U.S. Bureau of Labor Statistics, the Corporation shall have the option of not buying Environmental Impairment Insurance. The Consumer Price Index which shall be used is the National Series, for All Items for All Consumers and may be abbreviated as the annual average USCPI-U. However, in such event, the Corporation will pledge its full faith, credit and resources toward coverage of any claim of environmental impairment. This insurance, or indemnification by the Corporation shall remain in effect until final closure. The indemnification, however, shall remain in effect for the full term of this agreement.

The City of Madison, Town of Blooming Grove and Dane County shall have the right to review the general liability, umbrella and environmental impairment policies prior to any construction of the proposed facility. However, in the event the Corporation is unable to obtain an environmental impairment policy, the Corporation shall forthwith become financially responsible to cover the amounts specified in this agreement. Notice that the Environmental Impairment Insurance has been cancelled or not renewed and that said financial responsibility has been established by the Corporation shall be given to the City of Madison, the Town of Blooming Grove and Dane County within one (1) week of cancellation or nonrenewal.

If the Corporation's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of licensing of the facility by the DNR and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. Corporation shall maintain such Claims-Made coverage for the active site life and for two years thereafter. Corporation shall furnish the City, Town and County, annually, a Certificate of Insurance as evidence of coverage. Further, the Corporation shall furnish the City, Town and County with a 30-day notice of aggregate erosion, in advance of the retroactive date, cancellation or renewal. It is also agreed that either Corporation or City, Town or County may invoke the tail option on behalf of the other party and that Extended Reporting Period premium shall be paid by Corporation.

Any insurance protection required by this Agreement shall in no way limit the Corporation's obligations under this Agreement, and shall not be construed to relieve the Corporation from liability in excess of such coverage, nor shall it preclude the City of Madison, Town of Blooming Grove and Dane County from taking such other actions as are available to them under any provisions of this Agreement or by law.

C. Compensation of Local Negotiating Committee Expenses.

The Corporation shall pay all reasonable and necessary expenses of the Local Negotiating Committee, not to exceed \$20,000, including reasonable attorney's fees relating to negotiations and arbitration, staff time, consultant fees,

clerical expenses, copying and audio taping. Payment shall be made to the City of Madison Treasurer within thirty (30) days after submission to the Corporation of an itemized statement of expenses incurred by the Local Negotiating Committee.

D. Compensation to Water Utility.

The Water Utility will locate a new well in the area of the solid waste facility when the Utility determines that the well is needed to service the area which was to have been serviced by the proposed well near the intersection of Pflaum and Vondron.

The Water Utility will construct a sixteen inch water main from the new well to the existing sixteen inch water main along Vondron Road instead of the standard ten inch water main which would normally have been located there. The Corporation shall pay the difference in cost between the sixteen inch main and the ten inch main for a distance not to exceed 3,700 feet. The cost of a ten inch main shall be determined by the Water Utility using recent bid tabulation.

The Corporation shall pay the full cost of the sixteen inch main not to exceed 3,700 feet and shall be reimbursed at cost plus interest at the City's standard rates collected by the City of Madison for the ten inch equivalent cost of the water main only when the benefitted property is platted and assessments for the main are collected by the Water Utility. The Water Utility shall invoice the Corporation for the full cost of the sixteen inch water main or the incremental cost between ten inch and sixteen inch main, if any, or all of the

benefitted property is platted when the water main contract bids are received and awarded. The Corporation shall pay the invoices within thirty (30) days of receiving them.

The Corporation shall be reimbursed for the cost of the ten inch water main as the assessments to the surrounding property are paid to the Water Utility by the property owners over the standard payment period. The Water Utility shall make payments to the Corporation within thirty (30) days of the receipt of payment of assessments and interest from the property owners.

E. Compensation for Lost Tax Revenue.

The Corporation shall reimburse the City of Madison and Dane County for estimated lost taxes resulting from the solid waste facility after final closure.

Reimbursement for estimated lost taxes shall be spread out in equal payments over ten years commencing the first year that waste is deposited in the landfill and shall continue annually thereafter for nine more years regardless of when the landfill closes. These payments shall equal the present value of the estimated difference between the total tax revenue for the parcel of land after closure of the solid waste facility versus the same parcel of land zoned M1 and developed similar on average to existing recent development near the proposed landfill, occurring in the year 2007. The annual payment shall be as shown in Exhibit "B" and shall be based on tax revenue loss estimates for the period from the year 2007 to 2056, with estimated credit for early development of the landfill prior to the year 2007.

The annual payments shall be sent by the Corporation and received by the City Treasurer prior to December 31st of each year beginning with the year in which solid waste is disposed of at the solid waste facility. The City Treasurer shall then pay to the County Treasurer the County's share of the Lost Tax Revenue Compensation prorated based upon the respective County and City tax rates for that year of each payment.

F. Compensation to Adjacent Residential Property Owners.

The Corporation shall make one time payments to residential property owners within eight concentric zones as hereinafter described for adverse impact on enjoyment of property caused by the siting and operation of the solid waste facility. The zones shall be roughly rectangular in shape within successive 492.5 foot concentric bands from the limits of the solid waste facility, extending to Buckeye Road as shown on the maps attached hereto as Exhibit "C". Compensation to property owners with residences who purchased their property on or before the date the facility license is issued by the Department of Natural Resources shall be as follows: Zone 1 - \$3,000; Zone 2 - \$2,600; Zone 3 - \$2,200; Zone 4 - \$1,800; Zone 5 - \$1,400; Zone 6 - \$1,000; Zone 7 - \$600; Zone 8 - \$200. Said payments shall be made on or before 180 days following the issuance of a license by the Department of Natural Resources for the solid waste facility.

G. Compensation for Property Value Guarantees.

In consideration of the potential adverse impact that the landfill may have on neighboring properties, the Corporation

shall protect all residential properties shown in the eight zones on Exhibit "C" in the event of sale. Such program shall be administered as follows:

1. If a property owner believes that the existing or potential adverse impact of the landfill on his/her property is equal to or less than \$1,000 or he/she chooses not to enter the "Local Property Value Protection Plan" because of time constraints, he/she may place the property on the market for sale and upon sale of the property receive the lump sum payment of \$1,000 from the Corporation irregardless of the sale price of the property. The Corporation shall not pay for any appraisals if this option is selected.

If the property owner chooses this option, such property owner or his/her agent shall notify the Corporation within thirty (30) days of offering the property for sale.

The Corporation shall then make the lump sum payment to the property owner within twenty (20) days of closing the sale, as consideration for the property owners' waiver of any compensation under this subsection 4.G.

The Corporation's obligation to protect the "fair market value" of that piece of property ceases upon making the one time payment of \$1,000.

2. To be eligible for fair market value price protection under Subsection (2), owners of real estate must place their property on the market for sale with a

real estate broker licensed under the laws of the State of Wisconsin. At such time as the applicable property is offered for sale, the owner or his/her agent must provide the Corporation with both the name of the broker with which such real estate is listed and the proposed terms of sale. The Corporation shall then cause the property to be appraised at its fair market value both (1) as of that day and (2) as of that day but making the sole additional assumption that the site described herein had not been acquired for use as a solid waste facility. The difference between the two values, which solely represents the adverse impact on property values, if any, caused by the presence of the landfill, shall equal the "diminished fair market" value of the property. The real estate appraiser hired by the Corporation shall be licensed by the State of Wisconsin and shall work independently of the Corporation.

Upon its completion, the Corporation shall make known the result of the appraisal to the affected property owner. In the event the affected property owner disagrees with the valuation arrived at, he/she shall have a right to obtain an appraisal valuing the subject property in the same manner as it was valued by the appraiser for the Corporation. Any appraiser retained by the affected property owner shall be licensed by the State of Wisconsin and work independently of the property owner. The costs for all appraisers under this section shall be paid by the

Corporation. If the property owner so desires for purposes of offering the property for sale, he/she may request of the Corporation that the first appraisal be performed by an appraiser of the owner's choice. If so, the order of appraisals described above shall be reversed.

3. Computation of Fair Market Value.

For purposes of Subsection 4(a)-(e), "fair market value" means the value of the property as if the site described herein had not been acquired for use as a landfill. Fair market value shall be established as follows: (1) by a single appraiser under Subsection (1) if the results were acceptable to both parties or (2) by agreement between the two appraisers retained under Subsection (1). If the two appraisers retained under Subsection (1) do not agree, they shall meet forthwith and have five (5) days to agree upon a fair market value. If they are unable to agree, they shall have seven (7) days to pick a third appraiser who shall act as a review appraiser and shall arrive at a fair market value within fifteen (15) days of his or her selection. Diminished fair market value, which is defined in Subsection (2), shall be established in the same manner as described in this subsection.

4. Any property affected by this section shall continue to be exposed for sale until:

a. The property owner sells it at the fair market value price, in which case no payment shall be made by the Corporation unless the property owner elected to waive the

appraisal process and receive compensation as stated in paragraph (1).

b. The property owner received an arm's length written offer which is less than the fair market value. The property owner or his/her agent shall notify the Corporation of the offer and the Corporation shall elect to purchase the property at the fair market value or permit the property owner to accept the offer and then pay the property owner the difference between the sale price and the fair market value less \$3 per \$1,000 representing transfer tax savings and six percent of the difference representing broker's commission savings within twenty (20) days as determined under Subsection (2). The Corporation shall have ten (10) days to decide if it will buy the property. If the Corporation does not respond in writing within ten (10) days the owner shall assume that the Corporation does not want to purchase the property and may proceed accordingly to accept the offer and collect the difference between the sale price and the fair market value as specified above from the Corporation. In any event, this subsection shall not apply unless the property has been on the market for at least ninety (90) days.

c. At least ninety (90) days expire from the time the property has been continuously exposed to the market for sale and no offers of purchase have been received. If no offers of purchase have been received for the affected property, the Corporation shall purchase the property at

the fair market value as determined above less six percent representing broker's commission savings within twenty (20) days of written request from owner to Corporation.

d. The property owner chooses to sell the property to one other than an arm's length purchaser. Such property owner shall additionally notify the Corporation at least thirty (30) days prior to the proposed conveyance. If the property owner seeks compensation under this section, appraisals shall be made as provided for in Subsection (1). Fair market value shall be determined under Subsection (2), but the property owner shall only be entitled to payment from the Corporation equivalent to the diminished fair market value of the property less six percent representing broker's commission savings rather than the difference between the purchase price and the fair market value price.

e. This section shall become effective as soon as the Arbitration Award is issued and shall terminate when the landfill is final covered and seeded.

5. Applicability of Section.

a. This section shall only be applicable to owners of record as of the date the landfill license is issued by the Department of Natural Resources or their heirs.

b. Payment under this section shall be made only once for any one parcel of property conveyed by the owner.

c. Property owners conveying under this section shall do so by deed or land contract.

d. In addition to other specific notices required herein, any person entitled to fair market value protection under this section shall notify the Corporation of his or her or their intention to sell such property within thirty (30) days of offering such property for sale.

e. Any time the Corporation purchases property under this section, the property owner shall have three months from the date of closing to vacate the property. Any property owner choosing to occupy beyond the date of closing shall be responsible for and pay all utility costs accrued during his/her occupancy, and pay rent to the landfill owner in the amount of \$300/month. The maximum extension of occupancy hereunder shall be three months.

H. Compensation to Adjacent Commercial and Vacant Property Owners.

The Corporation shall make one time payments to commercial and vacant property owners with lots touching or across Vondron Road from the landfill zoning lot for adverse impacts due to the siting and operation of the solid waste facility. This compensation shall include the property in the northwest corner of Pflaum and Vondron Roads, parcel No. 0710-154-0099-9. Compensation shall be made at the rate of \$100 per acre of vacant or commercial property or a minimum sum of \$1000, whichever is greater. Payment shall be made on or before 180 days following the initial disposal of solid waste at the solid waste facility.

I. Contingency Fund.

The Corporation shall fund a post closure contingency action account to assure that monies will be available following the Corporation's statutory period of financial responsibility for maintenance, repair, remediation and reconstruction of the solid waste facility and for any other damages or costs caused by the presence of the solid waste facility in the absence of any other public funds or funds available from the Corporation. This fund shall be known as the Contingency Fund. The amount of \$0.50 per ton of solid waste disposed of in the solid waste facility shall be deposited by the Corporation at the end of every month of disposal operations of the landfill in the Contingency Fund. The Contingency Fund shall be a separate interest bearing account which shall be the property of the City of Madison and Dane County and shall be administered jointly by the City of Madison and Dane County and is to be used solely for the purpose of implementing post-closure action plans as determined to be necessary by the City of Madison and Dane County under the joint recommendations of their respective Departments of Public Works and for costs specified herein.

The Contingency Fund shall not be used for the Corporation's operational expenses, errors, or damages in the construction and operation of the landfill nor for DNR mandated long-term care.

Payments to the fund are due within ten (10) calendar days of the end of every month. Such payments shall be deposited with an independent third party escrow agent jointly selected by the City of Madison and Dane County. The fund shall

continue in existence in perpetuity for the benefit of the Vondron solid waste facility, including any claims, demands, losses, costs, damages and expenses of every kind and description for damage to persons or property arising out of or in connection with or occurring as a result of the operation, use or closure of the solid waste facility. Any proceeds remaining in the fund following significant commercial development on top of the closed active fill area, or removal or mining of the solid waste disposed of at the solid waste facility shall be divided equally between the City of Madison and Dane County. Any such future development shall be approved by the DNR or its successor agency.

v.

FINAL USE

The final use of the closed landfill is proposed to be open space or green space by the Corporation. This is consistent with the request of the Local Negotiating Committee and the City of Madison. Therefore, the final use of the active fill area and other related areas as described below upon final closure shall be as a nature conservancy area subject to the following terms and conditions.

a. The nature conservancy area shall include the active fill area, on-site storm water detention facilities and areas required for monitoring, leachate storage and removal or maintenance of the closed landfill.

b. No buildings, structures or storage activities of any kind shall be allowed on the nature conservancy area,

except those required for monitoring, leachate storage and removal, landfill gas extraction and maintenance of the closed landfill.

c. Corporation shall, after final closure, develop, maintain and, if necessary, reconstruct the active fill area to establish the active fill area as an open space, nature conservancy area. Corporation shall also maintain, repair and provide long-term care of the active fill area at the solid waste facility to preserve the active fill area, insofar as possible consistent with the requirements of the Wisconsin Department of Natural Resources, in a natural state as a nature conservancy area, with the maintenance and preservation and replacement of existing vegetation whenever possible.

d. In the event that solid waste disposed of at the solid waste facility is removed or mined subject to applicable approvals by all local state and federal agencies, or the solid waste becomes so inert that the DNR approves construction of buildings or structures on top of the active fill area, the City of Madison may approve another use for the property upon completion of the removal activities or such DNR approval of construction upon the inert fill.

ARTICLE VI.

ENVIRONMENTAL MONITORING

The Corporation shall undertake the following environmental controls and monitoring at its expense. All measurements and data shall be reported to the City Engineer.

A. Private Water Supply Wells.

The Corporation, at its own expense, shall test all private and community wells within 1/2 mile of the perimeter of the boundary of the landfill disposal area on a quarterly basis for the duration of the landfill operation.

The parameters tested for quarterly shall include those parameters listed in NR500, or its successor, and at a minimum shall include: field pH, field conductivity, COD, dissolved iron, hardness, chloride, alkalinity, nitrate nitrogen and TOC.

After final closure, tests shall be conducted for these wells on an annual basis for forty (40) years, the cost of which shall be paid for by the landfill contingency fund, and the project shall be administered by the City of Madison. Contaminated wells so identified by DNR standards shall be replaced in kind or to the minimum allowable standards and costs of such shall be taken from the contingency fund, providing the contamination is from the landfill. It shall be assumed that the contaminants came from the landfill unless it can be proven otherwise.

If the private well cannot be relocated in a contaminate free formation, monies from the contingency fund shall be used to provide an adequate alternate source of water.

Water sample bottles and test materials shall be furnished by the Corporation. The Corporation shall be responsible for all sampling and testing during the operation of the landfill, provided prior approval and access is granted by the well owner. The Corporation is responsible for providing test results to the well owners and City Engineer.

B. Groundwater and Surface Water.

Surface water samples shall be taken from the ditches opposite wells #D-5 and #39 in addition to the other surface water samples proposed in the Feasibility Report.

The surface water samples at #D-5 and #39 shall be taken at the same time and analyzed for the same parameters as the other samples.

C. Verification of Construction Practices.

Should the City of Madison desire to have an independent spot inspection of the liner, cover or leachate collection system during each phase of landfill construction, an independent Consultant shall be allowed to gather material and soil samples for lab analysis and to perform field tests. The independent Consultant shall be hired by the City of Madison and all his/her expenses shall be paid by the City.

ARTICLE VII.

CONTRACT PROVISIONS

A. Notice to Parties.

Under this agreement, any notices required by the terms and conditions to 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 these parties and are to be considered by each party as written notice when received. It is further understood that the County, the City and the Corporation 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 written notice of

"address change" or "name change". The address or name change notices shall be sent by certified mail to the addresses noted below. The current names and addresses are:

Madison Landfills, Inc.
6411 Mineral Point Road
Madison, Wisconsin 53705

Creative Resource Ventures, Ltd
6411 Mineral Point Road
Madison, Wisconsin 53705

County of Dane
c/o County Clerk of Dane County
Room 112, City-County Building
Madison, Wisconsin 53709

City of Madison
c/o City Clerk of City of Madison
Room 103, City-County Building
Madison, Wisconsin 53710

Town of Blooming Grove
c/o Town Clerk of Town of Blooming Grove
3325 Thurber Avenue
Madison, Wisconsin 53714

B. Titles.

Under this agreement, the titles to paragraphs of this agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the paragraph.

C. Governing Law.

This agreement and the provisions contained herein shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Wisconsin.

D. Waiver.

Under this agreement any waiver by any party to breach of --
any term or condition of this contract shall not be considered

a waiver of any subsequent breach by the party of the same term or any other term or condition of this agreement.

E. Complete Award.

This agreement supercedes any prior contract or agreement, whether oral or written that was or may have been negotiated, pursuant to Sec. 144.445, Wis. Stats., between the County, the City, the Town, the Local Committee and the Corporation.

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

1. The applicability or nonapplicability in the enforceability or nonenforceability of any nonpre-existing local approvals of the County or of the City related to any uses at any time of the solid waste facility or related to any activities or operations at any time related to or associated with the solid waste facility by any authorized transporters or by any other persons other than the Corporation that are not directly subject to this agreement.

2. The applicability or nonapplicability and enforceability or nonenforceability of any nonpre-existing local approvals of the County or of the City related to any uses of the land wherein the solid waste facility is located or related to any activities or operations at any time related to or associated with the solid waste facility by the Corporation, by its agents, by its

authorized transporters or by any other persons where these uses of the land wherein the solid waste facility is located and where these activities and operations at 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 disposal operations at the solid waste facility or with any solid waste long term care operations at the solid waste facility.

3. The applicability or nonapplicability and the enforceability or nonenforceability of any nonpre-existing local approvals of the County or of the City for any uses of any land by Corporation, by its agents, by its authorized transporters or by any other person or any activities or operations by the Corporation, by its agents, by its authorized transporters or by any other persons that are beyond the active fill area and beyond the solid waste facility and that are uses, activities or operations occurring at operations related thereto or occurring at any other locations in the County and where these uses, activities or operations may or may not be related to or associated with any solid waste disposal operations, any solid waste storage operations, any solid waste treatment operations or any solid waste long term care operations at the solid waste facility.

F. Amendment.

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

G. Binding Effect.

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


H. Reasonableness of Approvals.

Any approvals required under this Agreement shall not be unreasonably withheld.

Submitted by the Vondron Local Negotiating Committee this 18th day of September, 1990.

VONDRON LOCAL NEGOTIATING
COMMITTEE

By:


Philip R. O'Leary, Chairman
Vondron Local Negotiating
Committee
432 N. Lake Street
Madison, WI 53706

Legal Counsel:

James M. Voss, Assistant City Attorney
City of Madison
Room 401, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, Wisconsin 53710

CADWON A

ACCESS ROAD INTERSECTION
SEE DETAIL



BASIN #

SOLID WASTE FACILITY



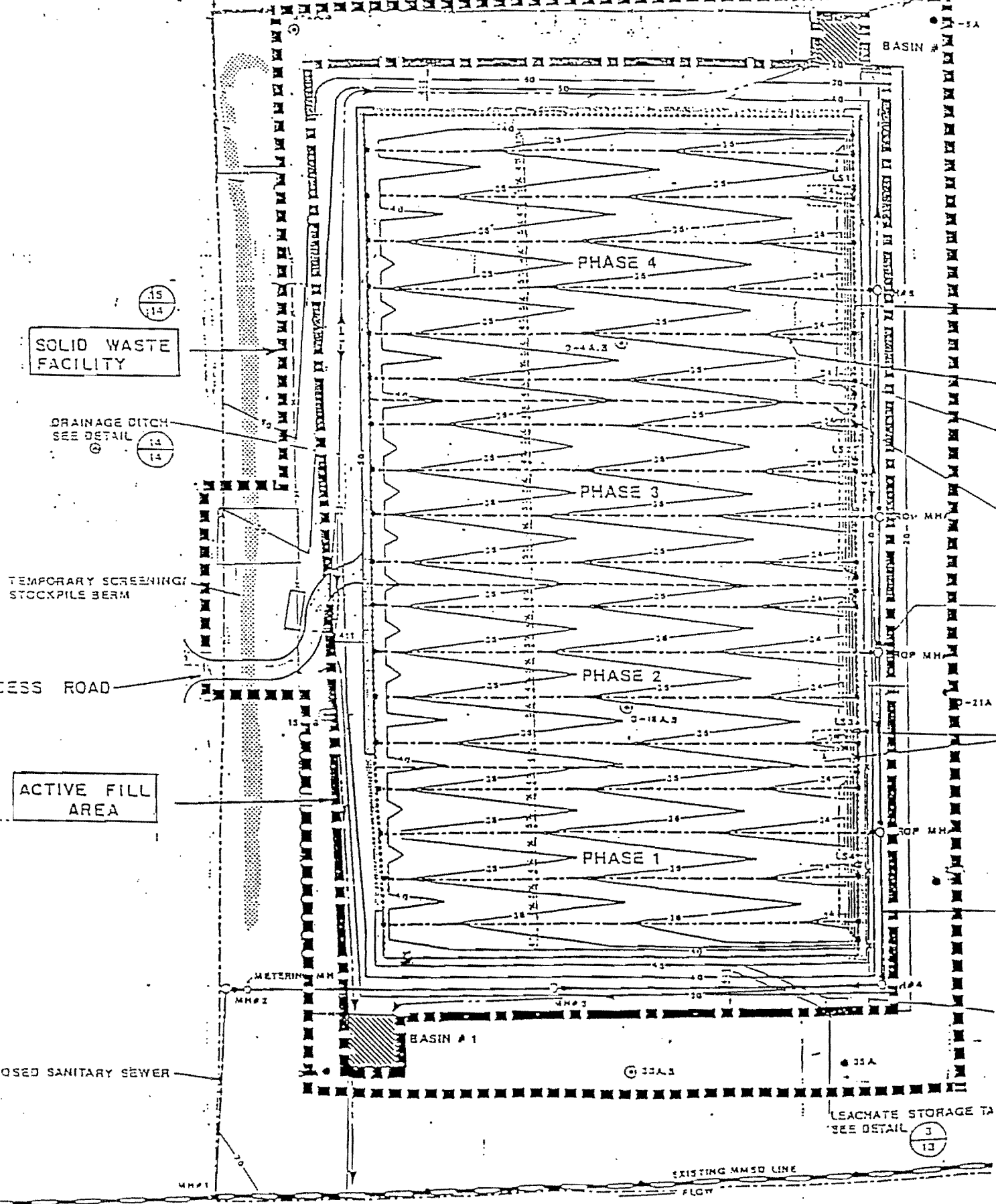
DRAINAGE DITCH
SEE DETAIL



TEMPORARY SCREENING
STOCKPILE BERM

ACCESS ROAD

ACTIVE FILL AREA



METERING M.H.

BASIN # 1

33A

33A

LEACHATE STORAGE
SEE DETAIL



EXISTING MMSD LINE

FLOW

NO SCALE

ASSESSED VALUE AND PROPERTY TAX THE PROPOSED LANDFILL WOULD GENERATE

YEAR	LAND (1)	IMPROVEMENTS (2)	TOTAL (3)	RATE (4)	TAX (5)	PRESENT VALUE OF YEAR TAX PAYMENT, IN 1990 \$ (6)	INTEREST RATE (7)
1990	1130,379	10	1130,379	0.014821	11,332	11,332	0
1991	132,337	2,147,400	2,230,337	0.014821	33,723	32,193	1
1992	135,516	1,773,175	1,909,125	0.014821	28,225	25,151	2
1993	138,353	2,250,535	2,398,895	0.014821	35,555	31,509	3
1994	141,125	1,577,354	1,718,999	0.014821	25,173	21,773	4
1995	143,343	1,204,043	1,347,392	0.014821	19,373	15,121	5
1996	146,323	2,055,121	2,211,349	0.014821	32,733	25,309	6
1997	149,754	1,332,159	1,532,214	0.014821	22,709	17,257	7
1998	152,750	1,908,529	1,951,279	0.014821	27,212	19,575	8
1999	155,315	1,353,507	2,925,122	0.014821	30,919	21,391	9
2000	153,221	1,135,235	1,315,357	0.014821	19,247	13,176	10
2001	162,110	813,214	975,124	0.014821	14,152	9,333	11
2002	155,352	590,243	656,195	0.014821	9,374	5,157	12
2003	163,533	250,121	413,930	0.014821	6,211	3,750	13
2004	172,032	59,284	222,117	0.014821	3,292	1,991	14
2005	175,173	0	175,173	0.014821	2,591	1,444	15
2006	178,332	0	178,332	0.014821	2,533	1,115	16
2007	182,552	0	182,552	0.014821	2,705	1,333	17
2008	185,213	0	185,213	0.014821	2,759	1,352	18
2009	189,333	0	189,333	0.014821	2,815	1,225	19
2010	193,735	0	193,735	0.014821	2,871	1,217	20
2011	197,511	0	197,511	0.014821	2,833	1,225	21
2012	201,553	0	201,553	0.014821	2,937	1,251	22
2013	205,535	0	205,535	0.014821	3,017	1,225	23
2014	209,595	0	209,595	0.014821	3,105	1,213	24
2015	213,391	0	213,391	0.014821	3,173	1,133	25
2016	218,173	0	218,173	0.014821	3,221	1,155	26
2017	222,542	0	222,542	0.014821	3,293	1,114	27
2018	225,393	0	225,393	0.014821	3,354	1,122	28
2019	221,512	0	221,512	0.014821	3,182	1,100	29
2020	225,154	0	225,154	0.014821	3,339	1,079	30
2021	210,337	0	210,337	0.014821	3,079	1,053	31
2022	215,705	0	215,705	0.014821	3,182	1,023	32
2023	250,513	0	250,513	0.014821	3,714	1,013	33
2024	255,531	0	255,531	0.014821	3,783	829	34
2025	250,714	0	250,714	0.014821	3,715	822	35
2026	255,353	0	255,353	0.014821	3,782	650	36
2027	271,373	0	271,373	0.014821	4,021	627	37
2028	275,733	0	275,733	0.014821	4,101	521	38
2029	282,327	0	282,327	0.014821	4,183	505	39
2030	287,332	0	287,332	0.014821	4,257	482	40
2031	293,540	0	293,540	0.014821	4,352	472	41
2032	299,512	0	299,512	0.014821	4,439	455	42
2033	305,593	0	305,593	0.014821	4,523	433	43
2034	311,513	0	311,513	0.014821	4,613	422	44
2035	317,345	0	317,345	0.014821	4,711	405	45
2036	324,292	0	324,292	0.014821	4,805	391	46
2037	330,536	0	330,536	0.014821	4,901	375	47
2038	337,320	0	337,320	0.014821	4,999	351	48
2039	344,046	0	344,046	0.014821	5,099	316	49
2040	350,327	0	350,327	0.014821	5,201	312	50
2041	357,345	0	357,345	0.014821	5,305	288	51
2042	365,104	0	365,104	0.014821	5,411	284	52
2043	372,405	0	372,405	0.014821	5,519	230	53
2044	379,354	0	379,354	0.014821	5,630	277	54

TOTAL TAXES, IN DOLLARS OF EACH YEAR:

\$158,525

TOTAL TAXES, IN DOLLARS OF 1990:

\$212,152

NOTES:

- (1) Assumes the sale of frontage lots, reducing the area to 50 acres and assessed value from the 1993 equalized value from present \$250,500 (with state adjustment) to \$130,379, the 1990 land value used by both C27 and Strazna in their studies of 1997 and 1998.
- (2) Tax rates are City of Madison plus Boone County only.
- (3) Assumes landfill operator pays tax on the land for 10 years after closure in 2004; land assessments rise 2% a year.

AN ALTERNATIVE: DEVELOPMENT AS AN INDUSTRIAL SITE

Table with columns: YEAR, LAND, IMPROVEMENTS, TOTAL, TAX RATE, TAX DUES, PRESENT VALUE OF THAT TAX PAYMENT, IN 1990 \$, YEAR, INTEREST RATE. Rows represent years from 1990 to 1998.

TOTAL TAXES, IN DOLLARS OF EACH YEAR:
TOTAL TAXES, IN 1990 DOLLARS:

113,405,354

12,571,332

ESTIMATED FAIR MARKET VALUE OF IMPROVEMENTS ON 60 ACRES XI TIP SITE:

COMPARABLE PROPERTY	ESTIMATED 1989 FAIR MARKET VALUE (Assessed value times state ratio.)	1981 (SQ. FT.)	VALUE PER SQ. FT.
1) Badger Warehouse 2321 MUSTANG WAY Parcel No. 0710-154-0291-3	LAND \$78,520 IMPROVEMENTS 555,530 TOTAL \$634,050	104,950 104,950 104,950	\$0.748166 5.294712 6.042373
2) UPS 5302 Pfaffn Road Parcel No. 0710-154-0102-9	LAND \$75,597 IMPROVEMENTS 336,584 TOTAL \$412,181	125,447 125,447 125,447	0.501994 2.681732 3.583535
3) FIXOUS FOOTYRLE 4718 HELGESSCH DRIVE Parcel No. 0710-153-0407-56	LAND \$241,515 IMPROVEMENTS 1,322,135 TOTAL 2,063,650	653,335 653,335 653,335	0.369537 2.026319 3.115455
	AVERAGE LAND ASSESSMENT:	\$0.5732 PER SQ. FT.	
	AVERAGE ASSESSED IMPROVEMENTS:	3.7211 " " "	
	AVERAGE TOTAL ASSESSMENT, PER SQUARE FOOT OF LAND:	4.2943 " " "	

NOTE: All assessed values are for 1989, taxes payable in 1990.
They include the effect of the State assessment ratio factor.

EXHIBIT B

TABLE 4

REQUESTED COMPENSATION FOR LOST FUTURE PROPERTY TAX REVENUES

Revenues lost by not developing industry:	\$2,571,332
Less credit for taxes paid by landfill:	232,452
Equals Compensation Required (in 1990 \$)	\$2,338,880

YEAR	COMPENSATION REQUESTED	PRESENT VALUE (1990 \$)
1991		
1992	\$293,494	\$271,352
1993	\$293,494	259,916
1994	\$293,494	250,330
1995	\$293,494	241,231
1996	\$293,494	231,952
1997	\$293,494	223,011
1998	\$293,494	214,453
1999	\$293,494	206,205
2000	\$293,494	198,274
2001	\$293,494	190,547
TOTALS		\$2,238,940

NOTE: The discount rate applied is 4%, an estimated inflation-free rate at which the City and County can borrow money. None of the values for land or improvements have been adjusted for inflation; all variables are presented in 1990 purchasing power, in order to 'compare apples with apples.'

Dr. J. Strazna

September, 1990