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METRO RECYCLING AND DISPOSAL FACILITY: SOUTHEAST EXPANSION
NEGOTIATED AGREEMENT

OPERATOR: WASTE MANAGEMENT OF WISCONSIN, INC.

AFFECTED MUNICIPALITIES:

CITY OF FRANKLIN
TOWN OF RAYMOND
TOWN OF NORWAY
CITY OF MUSKEGO
WAUKESHA COUNTY
RACINE COUNTY

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TITLE AND INTRODUCTION

This Agreement ("Agreement") is made and entered into by, between, and among Waste Management of Wisconsin, Inc., a Wisconsin corporation (hereinafter referred to as "Operator") and the City of Franklin, Town of Raymond, Town of Norway, City of Muskego, Waukesha County, and Racine County, Wisconsin municipal corporations (hereinafter referred to as the "Affected Municipalities"), unless otherwise specified.

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

This Agreement shall be known as the "Metro Landfill (Southeast Expansion) Final Negotiated Agreement".

OPERATOR OBLIGATION TERM SUMMARY

The Operator's obligations and requirements under this Agreement shall commence as provided in this Agreement and the summary of the terms of those obligations is noted below as follows; but in the event of a conflict, the specific provision of the Agreement and not this summary shall control.

1. The following obligations and requirements terminate when and upon the Operator ceasing to accept Solid Waste for Disposal at the Active Fill Area:

- A. Emergency Disposal limitations
- B. Hours of operation for disposal of Solid Waste in the Active Fill Area
- C. Drop off and Disposal of residential waste; but not less than 7.7 years
- D. Drop off and Disposal of municipal waste; but not less than 7.7 years
- E. Waste restrictions on type of waste which may be disposed of in the Active Fill Area
- F. Purchase agreements with residential property owners, subject to the notice provisions therein
- G. Tipping rebates; but not less than 7.7 years
- H. Compensation paid pursuant to this Agreement to Affected Municipalities (but no longer than 7.7 years)
- I. Litter control

2. The following obligations and requirements terminate upon expiration of the Operator's Long-Term Care obligation for the Expansion as currently defined in Ch.

289 Stats. (1993-1994):

- A. Existence of the Monitoring Committee
- B. Annual sampling of the wells selected by the Monitoring Committee
- C. Continuation of well testing requirements by DNR
- D. Maintenance of clay cap including vegetative cover
- E. Maintenance of surface water diversions, erosion and runoff controls
- F. Landscaping
- G. Final use
- H. Maintenance of any bond or other proof of financial responsibility if required by any state agency or by this Agreement
- I. Continuation of air quality monitoring if required by a state agency or by this Agreement
- J. Compliance with all applicable laws and regulations except as waived herein
- K. Roadway designation and use
- L. Vehicle requirements
- M. Operator notification and reporting to Affected Municipalities
- N. Hours and days of operation for all activities except for Solid Waste Disposal
- O. Dust, dirt and debris control
- P. Groundwater monitoring

- Q. Noise, air quality, rodent, insect, fire disasters and hazard controls
- R. Municipal access to facility
- S. Active Fill Area repair, maintenance and reconstruction
- T. Hazardous Waste prohibitions and requirements
- U. Surface water, standing open water, wetland and green space controls
- V. Post closure alienation and change in ownership
- W. Disposal, Storage and Treatment Operations
- X. Post closure site plan

3. **Perpetuity**. Operator and its successors and assigns shall be responsible for the following in perpetuity:

- A. Indemnity and related obligations under Article V of this Agreement.

ARTICLE I **DEFINITIONS**

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

Acknowledged Transporter means any person who at any time transports Solid Waste or Recyclable Materials to or from the Solid Waste Facility. Acknowledged Transporters do not include the City of Franklin or the residents of the City of Franklin, Towns of Norway and Raymond who are authorized by this Agreement to Dispose of Solid Waste or Recyclable Materials at the Solid Waste Facility.

Affected Municipality or Affected Municipalities shall mean the Cities of Franklin and Muskego, Town of Raymond, Town of Norway (as hereinafter specifically provided), Waukesha and Racine Counties.

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

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

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

Disposal Operations means any activities at the Solid Waste Facility related to or associated with the Disposal of Solid Waste, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining and closing of the Solid Waste Facility, including the Waste covering at the Solid Waste Facility, where all of the above-noted activities occur any time during the term of this Agreement.

Effective Date of this Agreement shall begin as of the date that this Agreement is signed and approved by the Negotiating Committee, the City of Franklin and the Operator.

Emergency means any circumstance at any time arising from or pertaining to the Solid Waste Facility that jeopardizes the public health, safety and welfare of persons or property.

Expansion means the Expansion at any time by any means by the Operator of the design capacity of the Active Fill Area beyond the Department of Natural Resources approved capacity estimated at six million six hundred fifty thousand (6,650,000) cubic yards of in place Solid Waste or such amount actually approved by DNR in response to the Feasibility Report submitted by the Operator dated October 3, 1994, not exceeding 8.5 million (8,500,000) cubic yards of in place Solid Waste except as otherwise provided in Article VI, Section 1. Any increase in height of the Active Fill Area beyond nine hundred ninety (990) feet above sea level shall also be deemed to be an Expansion.

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

- A. the date the Operator no longer Disposes of and no longer allows any other person to Dispose of Solid Waste in the Active Fill Area, or

- B. the date ordered by the Department or a court having jurisdiction that the Operator cease Disposing of and no longer allow any other person to Dispose of Solid Waste in the Active Fill Area, or
- C. the date the Operator has Disposed of or has allowed the Disposal in the Active Fill Area of a number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area initially approved for Disposal by the Department.

Hazardous Waste means any waste identified as a Hazardous Waste by the Department, under § 291.05(2)(a), Wis. Stats., or identified as a Hazardous Waste by regulations adopted by the Department in Chapter NR-600 et seq., Administrative Code, or its successor chapters.

Local Approvals means any local approval as defined in § 289.33(3)(d), Wis. Stats., or its successor provisions. Local Approvals shall include zoning and conditional use permits, except as otherwise specifically provided for in this agreement.

Local Committee or Negotiating Committee shall mean the Negotiating Committee created under § 289.33, Wis. Stats., which consists of four (4) City of Franklin members and one (1) member each from the other affected municipalities, those being the Counties of Waukesha and Racine, and the Towns of Raymond and Norway, and the City of Muskego.

Long-Term Care or Long-Term Care Operations means any activities at the Solid Waste Facility, including routine care, maintenance and monitoring in the Active Fill

Area where all the above-noted activities occur any time following the Final Closure of the Active Fill Area. Long-Term Care Operations by the Operator and by its agents shall not be considered Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area for purposes of this Agreement.

Monitoring Committee means the Monitoring Committee ("Committee") established under Exhibit "C".

Operator means Waste Management of Wisconsin, Inc., its officers, employees, agents, successors or assigns.

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

Recyclable Materials means materials listed in § 287.07(1m) through (4), Wis. Stats., as amended from time-to-time, excepting those listed materials for which the Department has granted an exception or variance, for the period such exception or variance remains in effect.

Remedial Actions means those actions consistent with a temporary or permanent remedy which are taken instead of or in addition to Removal Actions in the event of a release or threatened release at the Solid Waste Facility of any pollutant or contaminant into the environment, to prevent or minimize the release of such pollutants or contaminants such that the pollution or contamination does not migrate to cause any danger to the present or future public health or welfare of the residents

of the Affected Municipalities or to the environment in Milwaukee, Waukesha and Racine Counties. The term includes, but is not limited to, actions at the location of the release of the pollutants or contaminants such as Storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released pollutants or contaminants, recycling or reuse of pollutants or contaminants, diversion of pollutants or contaminants, destruction of pollutants or contaminants, segregation of pollutants or contaminants, dredging or excavations, repair or replacement of leaking containers, collection of leachate and run-off, on-site Treatment or incinerations, provision of alternative water supplies to residents in the Affected Municipalities and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the permanent relocation of residents where the Department of Natural Resources determines such relocations are more cost-effective than and environmentally preferable to the transportation, Storage, Treatment, Destruction or secure disposition off-site of pollutants or contaminants or other actions that may be necessary to protect the public health or welfare of the residents of the Affected Municipalities. The term does not include off-site Treatment of pollutants or contaminants or the Storage, Treatment, destruction or secure disposition off-site of such waste unless the Department of Natural Resources determines in writing that such actions are:

- A. more cost-effective than other Remedial Actions, or
- B. are necessary to protect the public health or welfare of the residents of the Affected Municipalities or the environment of the Affected

Municipalities from a potential or present risk which may be created by further exposure to the continual presence of such pollutants or contaminants.

Removal Action means the clean-up action ("Removal Action") of released pollutants or contaminants from the environment including such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment from the Solid Waste Facility, such actions as may be necessary to monitor, assess and evaluate the release or threat of release of pollutants or contaminants, the Disposal of removed pollutants or contaminants, or the taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the residents of the Affected Municipalities or to the environment in Milwaukee, Waukesha and Racine Counties, which may otherwise result from a release or threat of release of pollutants or contaminants at or from the Solid Waste Facility. The term includes, in addition, without being limited to, security fencing or other measures to limit access to the Solid Waste Facility, provision of alternative water supplies to the residents of the County, temporary evacuation of the residents of the County and housing of threatened residents of the County.

Solid Waste means garbage, ash, refuse, rubbish, sludge from a waste Treatment plant, water supply Treatment plant or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid Waste may include, but

is not limited to, paper, wood, metal, glass, cloth and products thereof; litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial Discharges which are point sources subject to permits under Chapter 283, Wis. Stats., or its successor chapter, or sources, special nuclear or by-product materials as defined in § 254.31, Wis. Stats., or its successor section. Solid Waste shall not include Recyclable Materials prohibited by Chapter 287, Wis. Stats., from being landfilled.

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

Special Waste shall be that waste classified as "Special Waste" by the Department, Wisconsin Statutes or Administrative Code regulations defining the same as such by the Department of Natural Resources and such additional Solid Waste designated as such by Operator's corporate policy.

Storage or Store means the holding of Solid Waste or Recyclable Materials at the Solid Waste Facility, at the end of which period the Solid Waste or Recyclable Materials are to be then Treated, transported away from the Solid Waste Facility, or in the case of Solid Waste, ultimately disposed of in the Active Fill Area.

Storage Operations means any activities at the Solid Waste Facility related to the Storage of Solid Waste or Recyclable Materials as permitted by this Agreement.

Town of Norway shall mean the 36 square mile area currently constituting the Town of Norway at the time of the execution of this Agreement. In the event that all or a portion of said Town should become incorporated or consolidated into a Village or City, then such new Village or City would be deemed an Affected Municipality for all purposes under this Agreement, (except Article VII), as this Agreement applies to the Town of Norway; except that any benefit, compensation, right, or privilege afforded such new city or village shall derive from and be limited to a part of and thereby reduce such Town of Norway benefit, compensation, right or privilege. However, in the event a portion of the Town is annexed into the City of Muskego or another municipality that currently lies outside the jurisdictional limits of the Town of Norway, or in the event that the new village or city also incorporates territory located outside of the Town of Norway, then, for the purposes of this Agreement that portion so annexed or incorporated will be deemed to no longer be a part of the Town of Norway and shall not result in any additional benefit, compensation, right, or privilege which may be available to the new city or village under this Agreement.

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

Treatment Operations means any activities at the Solid Waste Facility directly related to the Treatment of Solid Waste or Recyclable Materials as permitted by this Agreement.

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

Wisconsin Administrative Code means the Wisconsin Administrative Code and any reference to the Wisconsin Administrative Code in this Agreement means the Wisconsin Administrative Code as amended or renumbered from time to time.

Wisconsin Statutes means the Wisconsin Statutes and any reference to the Wisconsin Statutes in this Agreement means the statutes as amended or renumbered, from time to time.

ARTICLE II

BACKGROUND INFORMATION

1. SITE INFORMATION.

The name of the Solid Waste Facility is the Metro Recycling and Disposal Facility. The Active Fill Area is described as the "Metro Landfill, Southeast Expansion" in the Initial Site Report submitted to the Department by the Operator (hereinafter "Metro SE").

2. ADDRESS OF SOLID WASTE FACILITY.

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

Metro Recycling and Disposal Facility
Waste Management of Wisconsin, Inc.
10712 South 124th Street
Franklin, WI 53132

Attention: James M. Dunham, Div. President and General Manager

The legal description of the Solid Waste Facility is set forth in Exhibit "B".

3. **OWNER.**

The current owner of the Solid Waste Facility is Waste Management of Wisconsin, Inc. The term owner shall include Waste Management of Wisconsin, Inc., and any of its successor or assigns. Such corporation is also the Operator and is referred to as "Operator" or "Applicant" in this Agreement and the term "Operator" shall also refer to the corporation's officers, employees, agents, successors or assigns. All of Operator's responsibilities herein shall be guaranteed by and assumed by Waste Management, Inc. in the event that the current Operator is unable to complete or comply with its obligations under this Agreement during the term of this agreement. The Operator had an Initial Site Report ("ISR") prepared and submitted in July 1993. to the Department. The Operator had a Feasibility Report prepared and submitted on August 18, 1994 to the Department. The ISR and the Feasibility Report and any future amendments and modifications as approved by the Department, are incorporated in their entirety into this Agreement and specific standing is granted to the Affected Municipalities to enforce those terms. Similarly, the Plan of Operation for the Active Fill Area and all future modifications and amendments to such Plan of Operation, as approved by the Department, are also incorporated by reference and may be separately enforced by the Affected Municipalities.

A. Design Concept: The Active Fill Area is proposed as a zone of saturation, composite lined landfill meeting all Subtitle D (RCRA) [42 USC § 6911, et seq.] requirements.

B. Total Proposed Design Capacity: 6,649,800 cubic yards of inplace Solid Waste.

C. Expected Site Life: 7.7 to 10 years.

D. Proposed Year of Closure: 2004 to 2007.

E. Total Acreage Owned by the Operator in, or in proximity to, the Solid Waste Facility: at least 600 acres.

F. Proposed Licensed Acreage: 43 acres (36 acres of horizontal Expansion, 7 acres of overlay area).

G. Tonnage, Waste Volume Used and Anticipated Remaining Volume shall be reported to the City of Franklin and the other Affected Municipalities annually.

4. **CURRENT ZONING.**

The parcel of property described in Exhibit "B" is comprised of the following zoning districts: C-1, M-1 and M-2.

5. **SERVICE AREA.**

The primary service area shall be Kenosha, Racine, Walworth, Milwaukee, Waukesha, Ozaukee, Washington, Jefferson and Dodge Counties; however, Solid Waste generated outside of this area may be disposed of in the Active Fill Area.

6. **ACCEPTABLE WASTE TYPES.**

The acceptable waste types shall be non-hazardous municipal, institutional, commercial and industrial Solid Waste including refuse, garbage, combustible and noncombustible demolition waste. All Special Waste shall be accepted under the conditions of the Operator's Special Waste Program as currently approved by DNR or as may be amended by the Operator and approved by DNR.

7. **ESTIMATED WASTE QUANTITIES.**

This Active Fill Area is proposed to average 13,000 tons per week, which is the equivalent of 20,000 cubic yards of in-place Solid Waste per week. Total waste quantities are estimated to be 4.5 million tons, which equates to 600,000 tons per year for 7.7 years.

8. **NOTICES.**

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

Metro Recycling and Disposal Facility
Waste Management of Wisconsin, Inc.
10712 South 124th Street
Franklin, WI 53132

Attention: James M. Dunham, Div. President and General Manager

The Operator shall provide contact persons with current telephone numbers available to the Affected Municipalities and Monitoring Committee at all times who will be available for immediate response. Furthermore, a twenty-four (24) hour Emergency telephone number shall be provided at all times.

ARTICLE III
TRANSPORTATION

1. **DESIGNATED ROADWAYS.**

A. **Designated Authority.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall not use and shall inform its agents and Acknowledged Transporters in writing, not to use any roadways located in the Affected Municipalities as a route for vehicle access to and from the Solid Waste Facility for purposes related to any Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility, unless those roadways located in the Affected Municipalities are established and authorized by this Agreement as one of the designated primary roadway routes for purposes of vehicle access to and from the Solid Waste Facility. The Operator agrees not to knowingly accept any Solid Waste or Recyclable Materials transported to the Solid Waste Facility on roadways in the Affected Municipalities other than the designated primary roadway routes. The foregoing shall not apply to the Operator, its agents, its Acknowledged Transporters, the Affected Municipalities and to any residents of the Affected Municipalities when they are collecting Solid Waste or Recyclable Materials in the Affected Municipalities in vehicles and then transporting such Solid Waste or Recyclable Materials in vehicles to the Solid Waste Facility for Disposal, Storage, or Treatment.

This subsection shall not apply if the Affected Municipality or Municipalities through which any alternate route or routes would traverse and the

Operator, at any time, mutually agree in writing to establish any alternative routes or any additional routes in the Affected Municipalities for vehicle traffic access to and from the Solid Waste Facility for any Disposal Operations, Storage Operations, Treatment Operations or for any Long-Term Care Operations in the Active Fill Area or at any other location at the Solid Waste Facility. This subsection shall also apply to the Operator, its agents or its employees when these above-noted parties are transporting to or from the Solid Waste Facility construction materials to be used in the construction, maintenance, closure or Long-Term Care of the Solid Waste Facility.

B. Primary Roadways.

The Affected Municipalities, from the Effective Date and extending until forty (40) years after Final Closure, shall permit and designate Primary Roadway Routes and shall authorize, pursuant to subsection "A", vehicle access to and from the Solid Waste Facility by the Operator, its agents and its Acknowledged Transporters, the following roadway routes located in the Affected Municipalities for vehicle access and traffic flow to and from the Solid Waste Facility: State Highway 45 and Eight Mile Road.

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

C. **Maintenance of Local Roads.**

The Operator agrees to maintain Eight Mile Road from its juncture with Highway 45 eastward to a point 1320 feet therefrom, if at any time the Operator uses the road for entry (i) by any Acknowledged Transporter transporting Solid Waste to the Active Fill Area, or Recyclable or any other materials to the other authorized uses at the Solid Waste Facility, or (ii) by any vehicle used in the maintenance, construction or closure of the Active Fill Area or in the construction, maintenance, operation, or demolition of any other use at the Solid Waste Facility, or (iii) for any purpose after Final Closure, excepting isolated uses (which shall be defined as no more than one trip per month). If, subject to the foregoing, the Operator incurs a maintenance obligation prior to Final Closure it shall continue to Final Closure. If, subject to the foregoing, the Operator incurs a maintenance obligation after Final Closure, said maintenance obligation shall continue until the Operator has satisfied the City that no further use will continue and that the Operator has undertaken the necessary maintenance to the road; thereafter such maintenance obligations shall be suspended unless resurrected under (ii) or (iii) above, in which case the provisions of the first clause of this sentence shall apply. The maintenance necessary to maintain the road contemplated herein shall be according to the engineering standards in effect for the City of Franklin from time to time for roads of a type similar to the road as it exists at the time of the Effective Date of this Agreement. The Operator shall not, at any time, close said road to public traffic, without the approval of the City of Franklin, Town of Raymond, County of Racine and any other governmental body having jurisdiction thereof.

2. **VEHICLE REQUIREMENTS.**

From the Effective Date and extending until forty (40) years after Final Closure, regarding the transporting of Solid Waste or Recyclable Materials to or from the Solid Waste Facility, the Operator shall use transport vehicles and shall require its agents to use transport vehicles that are designed, constructed, loaded and maintained in such a manner and that are equipped with proper covers in such a manner as to prevent or substantially eliminate any portion of any Solid Waste or Recyclable Materials in such transport vehicles from discharging, leaking, spilling, falling or blowing out of such vehicles onto any public or private lands in the Affected Municipalities, excluding the Solid Waste Facility.

The Operator shall cooperate with the Affected Municipalities in connection with their enforcement of any local ordinances designed to prevent or substantially eliminate any discharge of any portion of any Solid Waste or Hazardous Waste in such transport vehicles onto any public or private lands in the Affected Municipalities, excluding the Solid Waste Facility.

3. **LITTER AND DISCHARGE BEYOND THE SOLID WASTE FACILITY.**

A. **Solid Waste, Recyclable Material and Hazardous Waste Discharge Reports.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall report any Solid Waste, Recyclable Materials or DNR reportable Hazardous Waste Discharge to the Clerks of the Affected Municipalities and to the Monitoring Committee in writing within forty-eight (48) hours of the Operator receiving any information related to any Discharge if such Discharge occurred when

the Operator, its agents or Acknowledged Transporters were transporting authorized or unauthorized Solid Waste, Recyclable Materials or Hazardous Waste to or from the Solid Waste Facility and if the Discharge occurrence was caused by the Operator or by its agents or Acknowledged Transporters. This provision does not apply to any Solid Waste Disposed of by Operator or by its agents or by any other parties in the Active Fill Area or Recyclable Materials processed at the Solid Waste Facility. In addition to the written reporting requirements, the Operator shall immediately transmit oral notice to the City of Franklin and the Monitoring Committee of such Discharge, providing all relevant information known at that time by the Operator, and the Operator's intended response to such Discharge. These oral and written notices shall be in addition to any State or Federal Reporting requirements, copies of which shall simultaneously be transmitted to the City of Franklin and the Monitoring Committee.

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

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

persons in the Affected Municipalities, and (c) protect the natural resources in the Affected Municipalities.

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

B. Discharge Removal on Roadways.

The Operator, from the Effective Date shall police and remove any Discharge by the Operator or its agents, including litter, from any public road or public right of way that is within one-half mile of the entrance of the Solid Waste Facility.

4. TRANSPORTERS OF SOLID WASTE.

A. List of Transporters.

Within thirty (30) days after beginning to accept Solid Waste for Disposal at the Active Fill Area, the Operator shall prepare a list of its Acknowledged Transporters. The list shall contain the names and addresses of the Acknowledged Transporters. The initial list shall be filed with the Monitoring Committee and shall be updated annually. Such updates shall be submitted to the Monitoring Committee.

This provision, requiring names, and addresses of Acknowledged Transporters shall not apply to the hauler(s) of the Affected Municipalities authorized by this Agreement to Store Solid Waste at the Solid Waste Facility or dispose of Solid Waste at the Active Fill Area.

B. **Persons Authorized.**

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

ARTICLE IV
OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. **REPORTS TO THE AFFECTED MUNICIPALITIES.**

A. **Notice of Reports from the Operator.**

From the Effective Date and extending until forty (40) years after Final Closure, the Operator, at its cost, shall provide the Monitoring Committee, within seven (7) days of their distribution, copies of all written reports and written correspondence provided by the Operator to the Department of Natural Resources or to any other state or federal environmental agency or to any state or federal court provided said reports and correspondence are associated with the Solid Waste Facility, including, but not limited to, letters, court documents, technical reports, testing data, recording data, monitoring data, and any recycling information that any Affected Municipality requests that is needed for reporting requirements.

B. **Notice of Reports from Government Agencies.**

From the Effective Date and extending until forty (40) years after Final Closure, the Operator, at its cost, shall provide the Monitoring Committee within seven (7) days of receipt by the Operator, copies of all written reports and written correspondence received by the Operator from the Department of Natural Resources or from any other state or federal environmental agency or from any state or federal court provided said reports and correspondence are associated with the Solid Waste Facility, including but not limited to, letters, court documents, technical reports, testing data, recording data and monitoring data.

C. **Residential Concerns of the Affected Municipalities.**

From the Effective Date and extending until forty (40) years after Final Closure, the Operator, at its cost, shall provide the Monitoring Committee, within seven (7) days of receipt by the Operator, copies of all written letters, written reports and other written correspondence received by the Operator from any public official of any of the Affected Municipalities or from any resident of the Affected Municipalities provided said letters, reports or correspondence are associated in any way with the Solid Waste Facility. These letters, reports or correspondence shall include but are not limited to, complaint letters, court documents, technical reports, testing data, recording data and monitoring data.

D. **Operator Responsibility to the Affected Municipalities.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall be fully responsible to the Affected Municipalities to

take reasonable steps to insure that the Operator, its agents and the Acknowledged Transporters and their employees and agents transport Solid Waste and Recyclable Materials to and from the Solid Waste Facility and conduct any other Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations related to or at the Solid Waste Facility, in full compliance with the applicable provisions of this Agreement, including but not limited to, the following sections:

- i. Article III, Section 1 - Designated Roadways
- ii. Article III, Section 2 - Vehicle Requirements
- iii. Article III, Section 3 - Litter and Discharge Beyond the Solid Waste Facility
- iv. Article III, Section 4 - Transporters of Solid Waste
- v. Article IV, Section 2 - Hours and Days of Operation
- vi. Article IV, Section 7 - Fire, Disaster and Hazard Control
- vii. Article IV, Section 23 - Prohibition Against Hazardous Waste Disposal

E. **Notice of Agreement.**

The Operator, from the Effective Date shall notify in writing its agents and the Acknowledged Transporters who are allowed by the Operator to transport Solid Waste and Recyclable Materials to and from the Solid Waste Facility of the applicable provisions of this Agreement. Such written notice shall be provided to such agents and Acknowledged Transporters when they commence transporting Solid Waste or Recyclable Materials.

2. **HOURS AND DAYS OF OPERATIONS.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility, before 7:00 a.m., Monday through Saturday. The Operator will be permitted to warm up the equipment and vehicles at 6:30 a.m. Monday through Saturday. The Operator shall terminate all construction, Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations and it shall not allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility, after 6:00 p.m., Monday through Friday, and 5:00 p.m. on Saturday. Covering operations may continue for 30 minutes after the Active Fill Area is no longer open for receipt of Solid Waste on each such day. The Operator shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations, nor shall it allow any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Thanksgiving, Labor Day, New Year's Day, Memorial Day and

Independence Day. Any "operation" herein shall be deemed to include the operation of any vehicles, machinery or equipment, but shall exclude bio-remediation, landfill gas control currently being conducted, leachate pretreatment and any other operations inside closed buildings.

In addition, the above-noted hours and days of operation may be temporarily adjusted by written approval of the Monitoring Committee upon application and good cause shown by the Operator.

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

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

4. **GROUNDWATER MONITORING.**

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

5. **NOISE AND AIR QUALITY.**

The Operator shall comply with all reasonable noise control measures as requested by the Monitoring Committee. In no event shall the noise created by the Operator violate the City of Franklin noise ordinance which is attached as part of Exhibit "H". The Operator shall also meet all air quality standards as set forth in Exhibit "D".

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

A. **Prevention of Rodents and Insects.**

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

B. **Control of Rodents and Insects.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall take appropriate and necessary actions to control any

rodents and any insects at the Active Fill Area. If necessary, for public health reasons, the Operator shall attempt to exterminate, any rodents or insects at the Active Fill Area. The Operator shall apply at the Active Fill Area, the pesticides or rodent control measures at appropriate levels to prevent any damage to public or private property or injury to any persons in the Affected Municipalities and to prevent damage to the natural resources in the Affected Municipalities.

7. **FIRE, DISASTER AND HAZARD CONTROL.**

A. **Creation of Fire Hazards.**

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

B. **Public Nuisance.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall dispose of Solid Waste in the Active Fill Area and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations and any Long-Term Care Operations at the Solid Waste Facility in such a manner as to prevent any public nuisance in the Affected Municipalities from occurring relating to the Solid Waste Facility or its operations, including public nuisances associated

with polluted groundwater, polluted air and polluted surface water from the Effective Date.

C. **Private Nuisance.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall dispose of Solid Waste in the Active Fill Area and shall conduct any Disposal Operations, any Storage Operations, any Treatment Operations, and any Long-Term care operations at the Solid Waste Facility, in such a manner as to prevent any private nuisance in the Affected Municipalities from occurring as a result of the Solid Waste Facility or its operations, including any private nuisances associated with polluted ground water, polluted air, and polluted surface water. In the event that a private nuisance occurs, or in the event that the Operator causes any individual property owner damages or other harm which forms the basis of a cause of action, including trespass, negligence, or any other violation of this Agreement for which an individual is aggrieved, such individual or individuals may bring an action against the Operator for appropriate relief.

D. **Hazardous Waste.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall not, at any time, transport to or accept any Hazardous Waste for Disposal, Storage or Treatment (except Storage and Treatment of site generated hazardous waste) in the Active Fill Area or at any other location at the Solid Waste Facility nor shall it allow its agents, the Acknowledged Transporters, or any

other party to Dispose of Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility.

E. **Security Personnel.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall maintain a six foot high chain link fence and locked gates that enclose the Solid Waste Facility and from the Effective Date until Final Closure shall monitor access to the Active Fill Area by 24 hour per day closed circuit television cameras for the purpose of determining who has had physical access to the Solid Waste Facility. Such video tapes shall be maintained for one year for inspection and/or copying by the Monitoring Committee or authorized representatives of the Affected Municipalities.

8. **COURT ACTION BY THE AFFECTED MUNICIPALITIES OR MONITORING COMMITTEE.**

Notwithstanding any other provision of this Agreement, any Affected Municipality or the Monitoring Committee, from the Effective Date and extending until forty (40) years after Final Closure, may commence and maintain, jointly or severally, legal actions against the Operator under the common law of public nuisance, trespass, negligence, strict liability, breach of contract, agency or under any applicable state or federal statutory or common laws, for damages and costs suffered by the Affected Municipality, related to or associated with any public nuisance or physical injury to any party or any property caused by or alleged to have been caused by the Operator arising in any way as a result of any anticipated or unanticipated occurrences in the Affected Municipalities related to or associated with the Solid Waste Facility which

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

The Affected Municipalities and Monitoring Committee are hereby entitled to seek and receive abatement of any public nuisance that may be related to or associated with the Solid Waste Facility which is proved to be caused by the Operator or its agents.

The Operator agrees that any ordinance incorporating the terms of this Agreement with respect to landfill operation, may be the basis for a separate and independent action filed by the City of Franklin, with general penalty provisions of the City of Franklin Municipal Code, in addition to all other legal and equitable remedies being applicable.

9. **ADMINISTRATIVE ACTION.**

Notwithstanding any other provision in this Agreement, any Affected Municipality or the Monitoring Committee, from the Effective Date and extending until forty (40) years after Final Closure, may petition the Department under § 289.92, Wis. Stats., or § 291.89, Wis. Stats., or their successor provisions, to initiate action

by the Department against the Operator for a violation or alleged violation by the Operator of any rule promulgated or special order, plan approval, license or any term or condition of a license established by or issued by the Department wherein any such violation or alleged violation is related to or associated with the Solid Waste Facility. Operator retains the right to assert any defense it may have related to any petition(s).

10. **TEMPORARY/EMERGENCY CLOSURE OF ACTIVE FILL AREA.**

From the Effective Date, the Operator shall notify in writing within forty-eight (48) hours, the Clerks for the Affected Municipalities and Monitoring Committee of any temporary, Emergency or Final Closure of the Active Fill Area, including any ordered temporary, Emergency or Final Closure of the Active Fill Area wherein such order is made by the Department, or by any other state or federal agency or by any state or federal court. The Operator shall provide in its written notice to the Affected Municipalities and Monitoring Committee the specific reasons, if known, for a temporary, Emergency or Final Closure of the Active Fill Area, and such notice shall include a copy of all written orders or directives of such agencies or court(s).

11. **ACCESS TO THE SOLID WASTE FACILITY.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall allow the Affected Municipalities or Monitoring Committee and their officers, employees or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergencies provided they are accompanied by an employee or agent of the Operator if an employee is available. They shall also have the right to obtain access and to enter the Solid Waste Facility during all other

times after giving the Operator twenty-four (24) hours oral or written notice for the following purposes:

- A. To observe Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility;
- B. to sample and test groundwater, leachate and air quality at the Solid Waste Facility (provided that any sampling or testing must be performed by a licensed professional engineer using methods and materials approved by the Department of Natural Resources), and further provided that access to the monitoring wells shall be available only when an authorized employee of the Operator is present;
- C. to sample and test characteristics of the Solid Waste at the Solid Waste Facility; or
- D. to take any appropriate and necessary action at the Solid Waste Facility during any Emergency to protect the public health, safety and welfare of the residents of the Affected Municipalities and/or to take any appropriate and necessary action to protect the natural resources of the Affected Municipalities.

During Emergencies, all designated officers, employees or agents of Affected Municipalities or the Monitoring Committee except for police, fire, and emergency medical personnel and city health officers, must be accompanied by one or more

authorized employees or agents of the Operator, except for police, fire, and emergency medical personnel and city health officers. In addition, the activities of the Affected Municipalities and their designated officers, employees and agents shall be conducted so as to not interfere with the normal business operations at the Solid Waste Facility except during Emergencies.

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

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Affected Municipalities to properly and timely maintain, repair, reconstruct and to properly and timely provide Long-Term Care of the Active Fill Area.

13. **HAZARDOUS WASTE DISPOSAL NOTICE.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, upon its receipt of any information that any Hazardous Waste has been transported to the Solid Waste Facility or that any Hazardous Waste has been Disposed by the Operator, by its agents, by the Acknowledged Transporters or by any other parties in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24) hours of its receipt of the information to the Affected Municipalities and Monitoring Committee. The Operator shall, in addition, notify the above-noted parties in writing within forty-eight (48) hours of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste. The Operator shall, upon receipt of such information, immediately commence any appropriate and

necessary action to properly remove or to properly contain the Hazardous Waste at the Solid Waste Facility.

14. **HAZARDS NOTICE.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall orally notify the Affected Municipalities and Monitoring Committee within twenty-four (24) hours of the receipt of information by the Operator of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility: fires that are not immediately extinguished by the Operator without outside assistance, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases that are not controlled through Operator's methane gas system and hazardous gases or hazardous dust. The Operator shall, in addition, report in writing within forty-eight (48) hours of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above-noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

15. **RESPONSIBLE MANAGERS.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall provide to the Affected Municipalities and Monitoring Committee, the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by the Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations, Storage Operations, site construction operations, Treatment Operations and Long-Term Care Operations at or related to the Solid Waste Facility. The names or titles, addresses and telephone numbers of the responsible managers shall be provided within twenty (20) days after the after the Effective Date and shall be updated whenever necessary thereafter, in writing, to provide the most current names or titles, addresses and telephone numbers of the current responsible manager or responsible managers.

16. **HEIGHT RESTRICTION.**

The maximum height of the proposed Active Fill Area shall not exceed 990 feet above sea level. The Operator will annually provide a statement certifying the height of the Active Fill Area.

17. **EROSION AND RUN-OFF.**

A. **Erosion Restrictions.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, will control surface water runoff and erosion by compliance

with surface water control provisions of the Plan of Operation for the Solid Waste Facility on file with the Department of Natural Resources.

B. **Abatement of Erosion.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, upon written notice by any Affected Municipality or the Monitoring Committee describing to the Operator the location of any surface water run-off or erosion Discharged from the Active Fill Area onto any other lands located in the Affected Municipalities which violates the Plan of Operation on file with the Department shall, within three (3) days of receipt of the written notice, begin to take appropriate and necessary actions to abate or remove the described run-off or erosion from such other lands, subject to the Operator's rights to challenge the same.

18. **STANDING OPEN WATER AND WETLANDS.**

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall take appropriate action to prevent the standing of water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by the Department and legally regulated wetland areas within the Solid Waste Facility.

19. **SURFACE WATER.**

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

with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. The Operator shall not Discharge water nor shall it allow the Discharge of water from any sedimentation basin at the Solid Waste Facility unless the surface water discharge complies with the approved Plan of Operation and the appropriate regulations and requirements of the Department.

20. **POST CLOSURE ALIENATION.**

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

21. **POST CLOSURE SITE PLAN.**

The Operator agrees that, at the termination of all landfilling at the Site [which means the current landfill, the Active Fill Area as defined by this Agreement and any further request(s) for additional Expansion(s)] it shall implement, to the extent practicable as directed by the final site configuration, and maintain the passive recreational facilities as shown in Exhibit "G", attached hereto. For the purpose of this Section, termination of landfilling shall be deemed to occur eighteen (18) months after Final Closure of the last area available for use for Disposal of Solid Waste or

eighteen (18) months after the Operator has exhausted all of its rights of appeal challenging the denial of any license, permit, or approval needed for further expansion of the site to permit disposal of Solid Waste. Notwithstanding the foregoing, the parties acknowledge that any future Expansions will be subject to further negotiations under § 289.33, Wis. Stats. Hence, the parties agree that the final use provided for herein may be modified or amended by subsequent negotiations.

22. **CHANGE IN OWNERSHIP.**

A. This Agreement shall be applicable to the present Operator, Waste Management of Wisconsin, Inc., its successors and assigns, and to all parties to which the Operator may transfer any or all of its ownership interests or contracts or subcontracts concerning its operations in and responsibilities concerning the Solid Waste Facility. Waste Management, Inc. shall obtain a separate release of its responsibilities from the Affected Municipalities in guaranteeing the performance of the Operator.

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

C. That in conjunction with the foregoing, the Operator shall not transfer any of its interest in the operation of the Solid Waste Facility or of its property interests in the Solid Waste Facility unless such party or entity can be

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

D. This Agreement shall be further guaranteed by Waste Management Inc., which shall remain responsible for all obligations set forth under this Agreement unless released by all of the Affected Municipalities.

23. OPERATION TERMS.

A. Disposal Operations, Storage Operations and Treatment Operations.

From the Effective Date, in consideration of the terms and provisions of this Agreement and subject to Operator obtaining any required applicable DNR permits or approvals, the Operator shall be allowed to:

1. Use the area described in Exhibit "A" of this Agreement and any remaining area of the "Expansion" (hereinafter "currently - licensed facility") as authorized and defined under the Final Negotiated Agreement between the Operator and the Affected Municipalities executed by Operator on July 17, 1992, to construct, operate, repair, and maintain, the Active Fill Area and the currently licensed facility until Final Closure of the Active Fill Area and to dispose of Solid Waste in the same.

2. Use the area described in Exhibit "B" of this Agreement for the repair, maintenance, closure, and long term care of the currently licensed facility and the Active Fill Area for forty (40) years after Final Closure of the Active Fill Area.
3. Continue the following existing uses located at the Solid Waste Facility:
 - A. The recycling facility for Recyclable Materials authorized under existing special use permits, zoning permits, and applicable regulations of the City of Franklin; copies of existing Zoning Permits from the City of Franklin are attached hereto as Exhibit "H".
 - B. The tire Storage and shredding facility authorized in compliance with the regulations attached hereto as Exhibit "I".
 - C. The composting facility authorized under existing zoning permit from the City of Franklin, a copy of which is attached hereto as Exhibit "H".
 - D. The accessory facilities to such uses under existing zoning permits from the City of Franklin, copies of which are attached as Exhibit "H".
 - E. Pretreatment of leachate.
 - F. Treatment Operations currently conducted on site including Bioremediation Activities.
 - G. Extraction, processing and beneficial use of landfill gas.

The use permissions granted under the aforesaid zoning, special use permits, and applicable regulations shall terminate, as to the Tire Storage and Shredding Facility, Bioremediation Activities, and Composting Facility, upon Final Closure of the Active Fill Area.

The Operator may undertake and conduct only the above enumerated uses at the Solid Waste Facility without the further issuance of any licenses, approvals, permits or further conditions, except as specifically provided for in this Agreement and

within the terms of the aforesaid zoning, special use permits, and applicable regulations. It is the intent of the parties that this Agreement supersedes any local licenses, approvals and permits imposed by each Affected Municipality's ordinances which are required to authorize the above enumerated uses, except that the terms of the aforesaid zoning, special use permits, and applicable regulations shall remain in full force and effect where such terms are in addition to or do not conflict with the terms of this Agreement. Where the terms of this Agreement and the terms of zoning, special use permits, and applicable regulations conflict, the more restrictive terms to the Operator shall apply.

The Operator shall be subject to all criminal and civil laws or ordinances enforceable by the Affected Municipalities pertaining to the public health, safety, and welfare, including, but not limited to: any criminal statutes, any ordinance affecting the public health, safety, or welfare, traffic laws and regulations, equipment safety regulations, or any other law or regulation applicable to any activity affecting the Operator's or its agent's conduct or operations off of, or outside of, the Solid Waste Facility.

Until Final Closure of the Active Fill Area, the Operator shall conduct Solid Waste Disposal and it shall only allow Solid Waste Disposal Operations by its agents at the Solid Waste Facility subject to the requirements and specific provisions established in this Agreement.

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

The Operator shall be fully responsible to the Affected Municipalities to properly maintain, properly construct, properly repair and to properly close the Active Fill Area and to properly conduct the Disposal Operations and authorized Storage and Treatment Operations at the Solid Waste Facility.

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

The Operator, from the Effective Date and extending until forty (40) years after Final Closure, shall be responsible to the Affected Municipalities to take any appropriate and necessary Removal or Remedial Actions at the Active Fill Area.

The Operator, upon the date of Final Closure, shall cease transportation of Solid Waste to the Active Fill Area and shall prevent any further transportation of Solid Waste to the Active Fill Area shall cease Disposal of any Solid Waste at the Active Fill Area and shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area, Tire Storage Area and Shredding Facility Area, Bioremediation Facilities, and Compost Facility Area, and shall not allow any Solid Waste Disposal at the Solid Waste Facility, unless an Expansion has been approved by the Department and if, in addition, the Operator has complied with or will comply with any existing federal, state and local Solid Waste Facility laws and regulations applicable at the time of the approved Expansion.

C. **Local Approvals.**

By adoption of a resolution authorizing the execution of this Agreement, each Affected Municipality does hereby waive all applicable zoning, grading and landfill operational Local Approvals, regulations, permits, licenses, and ordinances that may be required of the Operator to allow it to construct, maintain, repair, engage in on-site operations, closure, and to provide Long-Term Care of the Active Fill Area, and to conduct Disposal, Storage and Treatment Operations at the Solid Waste Facility as authorized by the special use and zoning permits granted to Operator by the City of Franklin as described in Section 23.A above, excepting the terms of such permits and the terms of this Agreement. This waiver for the Active Fill Area shall continue until Final Closure of the Active Fill Area, except that the waiver shall extend thereafter to Long-Term Care Operations which the Operator must undertake pursuant to the Department's regulations pertaining to the Solid Waste Facility and the Operator's implementation of the post closure site plan as required by this Agreement. Any remedial investigations and feasibility studies and implementation of any Removal and/or Remedial Actions required by the USEPA or the Wisconsin Department of Natural Resources shall also be permitted regardless of Local Approvals that may be imposed by Affected Municipalities. This waiver for the existing uses currently undertaken at the Solid Waste Facility and specifically authorized under Section 23.A shall terminate as to tire storage and shredding, Bioremediation Activities and Composting upon closure of the Active Fill Area.

These regulatory waiver provisions do not apply to any persons other than the Operator, its officers and employees.

These regulatory waiver provisions do not apply for any other uses, operations or businesses at the Solid Waste Facility except those uses, operations and businesses that are directly and specifically related to and consistent with the: (1) Solid Waste Disposal Operations of the Active Fill Area and at the currently-licensed facility; and (2) the existing uses currently undertaken at the Solid Waste Facility and specifically authorized under Section 23.A.

These regulatory waiver provisions apply only to zoning, grading and landfill operational Local Approvals as they apply to the authorized use of the Active Fill Area and the other authorized uses hereunder and do not waive any other Local Approvals. These waiver provisions, by way of enumeration, and not limitation, do not include regulations pertaining to speed limits, the issuance of waste hauler permits (with a fee not to exceed what is reasonable and customary), litter control, building permits, rules of the road, road obstructions, excavations, fire safety permits, and health ordinances and regulations. Any recycling, Storage and uses beyond those that are currently authorized by special use and zoning permits and undertaken by Operator and any other use of the property not specifically authorized herein shall be subject to all applicable substantive and procedural approvals, rules, regulations, orders, laws and ordinances of the City of Franklin.

These regulatory waiver provisions do not apply in any way to waive any authority the Affected Municipalities may have now or in the future have to control

or regulate, by regulation, ordinance, permit, license or order, the uses, operations and businesses at the Solid Waste Facility or at the currently-licensed facility, where these orders, permits, licenses or ordinances are deemed necessary by the Affected Municipalities to protect the public health, safety and welfare, or to prevent or abate a public nuisance.

24. **MONITORING COMMITTEE.**

The Operator and the Local Committee hereby agrees to the formation of a Monitoring Committee ("Committee") which shall consist of three (3) representatives of the City of Franklin appointed by the Mayor, one representative appointed by each of the other Affected Municipalities, if they desire to participate in the Monitoring Committee, and two (2) ad hoc representatives appointed by the Operator. The Committee shall have the functions and powers described in Exhibit "C". Annually, beginning with the first Direct Payment (as that term is subsequently defined in this Agreement), the Operator shall advance Ten Thousand and 00/100 Dollars (\$10,000) to cover the Committee's expenses, such sum to be adjusted annually by the consumer price index adjustments as provided for under the Direct Payment provisions stated elsewhere in this Agreement. Any portion of this sum not used by the Committee that year shall be credited to the Operator and may be used as an offset against the Operator's obligation for the succeeding year. The remainder of the Committee's expenses, in excess of the amount paid by the Operator, shall be borne by the Affected Municipalities in proportion to their representation on the Committee.

This obligation shall end upon the termination of the Operator's Long-Term Care Obligations.

25. **EXISTING AGREEMENTS.**

The Affected Municipalities and the Operator agree that the payments payable to the City of Franklin in the form of direct compensation and tipping rebates and the residential drop off privileges afforded its residents that otherwise are due under the pre-existing paragraphs 5, 6 and 7 of the Restated Landfill Use Restoration Agreement dated June 23, 1982 (1982 Agreement), as amended by General Provision 21 of the Agreement between the Operator and the City of Franklin executed by the City on April 7, 1989 (Leachate Agreement) shall continue to be paid only from the payments provided for and the benefits afforded in Article VI of this Agreement. This Agreement shall supersede paragraphs 5, 6 and 7 of the 1982 Agreement and General Provision 21 of the Leachate Agreement and paragraphs 2, 3, 9, 10 and 12 of the 1982 Agreement pertaining to City of Franklin approvals granted, at all times and only during such time as this Agreement and its aforesaid provisions for direct compensation, tipping rebates and residential drop off remain in effect and not fully performed and prior, during, and thereafter for such time as § 289.33, Wis. Stats., as amended from time to time, or an applicable law similar in substance in its provision for municipal regulation and negotiation of the siting of Solid Waste Disposal facilities, remains in effect.

26. **LANDSCAPING PLAN**

The Operator will implement the landscaping plan attached hereto as Exhibit J, except: (1) in "Area 2" the Operator shall plant 25 trees and 25 shrubs, (2) in "Area 4" the Operator shall plant 40 trees and 40 shrubs and (3) in "Area 5" the Operator shall select the species of the 20 trees. The species of the shrubs shall be selected by the Operator from the following: Pagoda Dogwood, Cockspur Hawthorn, Spike Hawthorn, Washington Hawthorn, Bob White Crabapple, Japanese Flowering Crabapple, Red Bud Crabapple, Common Chokecherry, Gray Dogwood, Redosier Dogwood, Nannyberry Viburnum, Blackhaw Viburnum, Red Chokecherry, Black Chokecherry, Sand Cherry, Fragrant Sumac, and lilacs. The Operator shall plant said trees and shrubs prior to acceptance of Solid Waste for disposal in the Active Fill Area.

ARTICLE V

FINANCIAL OPERATIONS RELATED TO THE SOLID WASTE FACILITY

1. **INDEMNIFICATION TO THE AFFECTED MUNICIPALITIES.**

Operator agrees to indemnify, defend and hold harmless the Affected Municipalities, their officers, agents, employees and duly-appointed committees, including the Negotiating Committee established under § 289.33, Wis. Stats. and the Monitoring Committee, and other committees as may be established, for and from any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any and all liability, loss, claims or damages that they might suffer as a result of any claim, demand, cost or judgment by any person or

entity at any time against any Affected Municipality, its officers, agents, employees or committees arising in any way or as the result of the Solid Waste Facility, including, but not limited to, the design, siting, construction, transportation to and from, operation, maintenance, control, repair, administration, surveillance, monitoring, closure, Long-Term Care and termination of the Solid Waste Facility and the Treatment, Storage and Disposal of the Solid Waste, Recyclable Materials and other materials at the Solid Waste Facility and the negotiations or terms of this Agreement. The terms and conditions of this paragraph shall apply from the Effective Date in perpetuity.

Operator also agrees to support, defend and/or reimburse the costs, attorneys fees, damages or other liabilities incurred by the Affected Municipalities, their officers, agents, employees and any duly-appointed committees, including the Committee under § 289.33, Wis. Stats., and any other committees as may be established for any proceeding, brought by any person or entity at any time to establish that the Affected Municipality, their officers, agents, employees and any duly-appointed committees, including the Committee established under § 289.33, Wis. Stats., and any other committee as may be established for any proceeding, that may have liability for any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with the site, including, but not limited to, the design, siting, construction, transportation to and

from, operation maintenance, control, repair, administration, surveillance, monitoring, closure, Long-Term Care and termination of the site; the Treatment, Storage and Disposal of the Solid Waste and Recyclable Materials at the site and the negotiations or terms of this Agreement. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.

In any legal proceedings resulting from the above two paragraphs, Operator has the right to assert any defense on behalf of a particular municipality, individual or entity which that municipality, individual or entity is legally entitled to, including the provisions of § 893.80, Wis. Stats. Each municipality, individual or entity seeking to utilize the indemnity of this section subrogates all applicable counter-claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses to Operator which each may have.

2. REIMBURSEMENT FOR NEGOTIATION EXPENSES.

The Operator shall pay any unreimbursed expenses of the Affected Municipalities and the Negotiating Committee or its members for their reasonable attorney's fees, costs, and expenses, including per diem fees of the members of the Negotiating Committee incurred as a result of the Affected Municipalities participating in the negotiating process as established in Chapter 289, Wis. Stats., up to the date of each Affected Municipality's approval of this Agreement. The above-noted expenses shall be paid by the Operator within fifteen (15) days of the approval of this Agreement by the Negotiating Committee, and approval and execution by the City of

Franklin and Operator, or within ninety (90) days after the Negotiating Committee has accepted the Agreement, whichever occurs sooner.

ARTICLE VI
COMPENSATION TO THE AFFECTED MUNICIPALITIES

1. **DIRECT PAYMENT.**

In consideration of the Affected Municipalities: (1) serving as the host and neighboring municipalities, (2) waiving their Local Approvals and Pre-existing Local Approvals, as set forth elsewhere in this Agreement, and (3) accepting the consequences and numerous responsibilities associated with the location of a sanitary landfill in or in proximity to the municipalities, and in consideration of all other matters as set forth in this Agreement, the Operator has agreed to provide, the following compensation and benefits, which the parties stipulate to be equivalent to at least \$12,985,732.00 (1997 equivalent dollars plus future adjustments based upon the Consumer Price Index increases to be recomputed each January, beginning in January 1998) as set forth hereinafter. The specific sum agreed upon shall be comprised of direct payments, in the form of cash payments to the Affected Municipalities, and a combination of other benefits and programs set forth herein. The parties stipulate that the combination of other benefits and programs set forth herein constitutes the difference between the above stated sum and the actual cash paid out under the Direct Payment provision.

The Operator shall pay, to be distributed as directed by the Affected Municipalities, a combined total direct payment (Direct Payment) of Seven Million, Two Hundred Forty-Four Thousand, Five Hundred and 55/100th Dollars (\$7,244,500.55) payable in equal monthly installments for 7.7 years once the

Operator begins disposing of Solid Waste in the Active Fill Area. The first payment shall be paid on or before the first day of the month which follows the initial Disposal of Solid Waste at the Active Fill Area. (For example, if the site is opened on October 10, the first payment would be due November 1, and the first day of each month thereafter for 7.7 years).

The Operator shall only have an obligation to make the Direct Payment and to provide the other benefits set forth herein if the Operator receives Plan approval for and a license from the Department for the Active Fill Area with a Disposal capacity of 6,649,800 cubic yards of in-place Solid Waste as proposed by the Operator (Design Capacity).

However, if DNR approves a volume for the Active Fill Area greater or less than the Design Capacity, then the Direct Payment set forth in the foregoing paragraph will be increased or decreased by the percentage increase or decrease in the cubic yards of in-place Solid Waste greater or lesser than the Design Capacity and the monthly installments shall be adjusted accordingly. By way of illustration, if DNR approves a volume for the Active Fill Area of 7,314,780 cubic yards of in-place Solid Waste (664,980 cubic yards (or 10%) more than the Design Capacity) the amount of the Direct Payment shall be increased a corresponding ten (10) percent to Seven Million, Nine Hundred Sixty-Eight Thousand, Nine Hundred Fifty and 61/100th Dollars (\$7,968,950.61).

Notwithstanding the foregoing, if the Department fails to approve and license the Active Fill Area for at least a volume of 4.0 million cubic yards of in-place Solid

Waste, or in the event the Department approves and licenses a volume greater than 8.5 million cubic yards of in-place Solid Waste, then either the Operator or the Negotiating Committee may elect, within ninety (90) days after the final determination by the Department, to reopen negotiations and the parties will attempt, in good faith, to negotiate an amendment. If either party concludes that such an amendment cannot be negotiated, it may then terminate the Agreement upon sixty (60) days notice to the other of such election. The Negotiating Committee shall remain in existence for the purpose of such election, at the call of its chairman or in the absence or inability of the chair, any City of Franklin member. In the event negotiations are reopened and in the further event the parties are unable to agree upon a mutually acceptable amendment to this Agreement, then the arbitration provisions of § 289.33, Stats., shall apply.

The first monthly Installment is calculated at Seventy-Eight Thousand, Four Hundred Three and 69/100th Dollars (\$78,403.69) (Monthly Installment) without CPI adjustment for 1997 or any subsequent year. This base amount, unadjusted, shall be paid monthly throughout the 7.7 years with the remaining balance paid in the final month. This final payment shall be referred to as the "Final Payment", and shall be in the unadjusted amount of Thirty-One Thousand, Three Hundred Sixty-One and 48/100th Dollars (\$31,361.48).

The Monthly Installments and the Final Payment shall be distributed by the Operator to the Affected Municipalities as follows: The first 12.7545017% (\$10,000

unadjusted base) to City of Franklin and the remaining 87.2454983% (\$68,403.69 unadjusted base) as follows:

Franklin	65%
Muskego	10% (to be divided with Waukesha County)
Town of Norway	25% (to be divided with Racine County and Town of Raymond)

In addition to all other payments under this Agreement, Operator shall pay to the City of Franklin monthly payments in the amount of \$3,299.22 (the "Separate Payments") (1997 equivalent dollars plus future adjustments based upon the Consumer Price Index increases to be recomputed each January, beginning in January 1998), commencing on or before the first day of the month which follows the initial Disposal of Solid Waste at the Active Fill Area. The Separate Payment shall be paid for a minimum of 7.7 years, regardless of whether Final Closure of the Active Fill Area occurs more than 7.7 years from the time Solid Waste was first Disposed of in the Active Fill Area, the Separate Payments shall continue until Final closure of the Active Fill Area. In all other respects, the provisions of this Agreement applicable to Direct Payments to the City of Franklin shall be applicable to the Separate Payments, including, but not limited to, the provisions for CPI adjustment and late payment interest charges.

If, prior to filling eighty-five percent (85%) of the volume of the Active Fill Area approved by DNR, the Operator discontinues further Disposal of Solid Waste in the Active Fill Area, then the Operator shall have no further obligation to continue to pay

the Monthly Installments, or the Remainder Payment; but the Operator shall distribute to the Affected Municipalities the pro-rata portion of the Monthly Installment equal to the number of days in the payment period that Solid Waste is disposed in the Active Fill Area. However, if eighty-five percent (85%) or more of the volume of the Active Fill Area approved by DNR has been filled when the Operator is prevented from further Disposing of Solid Waste in the Active Fill Area, or if the Active Fill Area is filled before 7.7 years, then the Operator shall, within thirty (30) days, pay the remainder of the Direct Payment (Remainder Payment) in a lump sum. Said Remainder Payment shall be distributed among the Affected Municipalities as the Monthly Installments are distributed. Regardless of whether or not eighty-five percent (85%) or more of the volume approved by DNR has been filled when the Operator is prevented from disposing of further Solid Waste in the Active Fill Area, the Operator's obligations to provide any of the other benefits provided for in this Article shall cease unless otherwise specifically provided.

Further, in the event of a Temporary or Emergency Closure of the Active Fill Area as contemplated in Article IV, Section 10, the Operator's obligation to make the Monthly Installments and the Final Payment shall be suspended until the Solid Waste is again being disposed of in the Active Fill Area. Within thirty (30) days after the recommencement of the Disposal of Solid Waste in the Active Fill Area the Operator shall pay the Affected Municipalities all suspended Monthly Installments and shall recommence payment of the Monthly Installments according to the schedule set out in the second paragraph of this section.

The remaining unpaid amount of the Direct Payment shall be adjusted annually by the percentage increase or decrease in the Consumer Price Index (U.S. City average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months. The base date for the CPI adjustment is January 1, 1997. The first adjustment of such base amount shall be made as of January 1, 1998, based upon the January index released by the agency responsible therefore of the U.S. Government. Annual adjustments shall be thereafter made effective the first day of each January 1 thereafter.

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

2. **PREMIUM FOR OUT-OF-STATE WASTE.**

The Operator is permitted to accept out-of-state Solid Waste for Disposal in the Active Fill Area. The Operator shall pay the Affected Municipalities four percent (4%) of the gross revenue that it receives for the Disposal of such waste. For the purposes of this Section, gross revenue shall not include any taxes, fees, duties, or charges that the Operator is required to collect from the generators pursuant to § 289.63(3), § 289.64(3) and § 289.67(1)(cp) and any other statutes that similarly impose fees upon the generators of Solid Waste but require the owner or operator of the licensed solid waste facility to collect the same. The Operator shall make such payments within thirty (30) days after the end of each calendar quarter and shall provide a summary

of all out-of-state waste accepted the previous quarter. Said payments shall be divided among the Affected Municipalities in proportion to the share of the Monthly Installment that each municipality will receive under this Agreement.

3. **RESIDENTIAL AND MUNICIPAL WASTE.**

A. **Tipping Fee Rebate.**

The City of Franklin, and the Towns of Norway and Raymond shall be entitled to a one hundred percent (100%) rebate for all residential Solid Waste hauled by or on behalf of the municipality for disposal in the Active Fill Area based upon the following formula, or the actual amount paid by the municipality or the municipality's hauler to the Operator for disposal, whichever is elected by the Operator. The Operator shall have the unlimited right to change its election. The aforesaid formula is:

Number of residences in the municipality according to the latest figures available to it (assuming three and one-half (3½) persons per single family and duplex residential unit located in the municipality, and three (3) persons per condominium unit or per unit in each three and four unit apartment building located in the municipality) times an assumed two and one-half (2½) pounds of waste per person per day for the month in question, times the prevailing municipal Disposal rate charged to haulers not affiliated with the Operator or Waste Management, Inc. or its subsidiaries.

Such monthly rebate shall be paid to each municipality on or before the tenth (10th) day of each succeeding month, commencing on the tenth (10th) day of the month after Solid Waste is first disposed of in the Active Fill Area.

This benefit shall be provided for a minimum of 7.7 years. In the event that Final Closure of the Active Fill Area occurs in less than 7.7 years from the time Solid Waste was first disposed in the Active Fill Area, the Operator shall continue to accept Solid Waste delivered by the aforesaid municipalities or by haulers retained by the aforesaid municipalities and the Operator shall transfer the same to another of the Operator's landfills for Disposal until 7.7 years have elapsed, unless an Expansion has been approved at the Solid Waste Facility, in which case the Operator may meet its requirement to provide free disposal at this Expansion instead of another of the Operator's landfills. The aforesaid municipalities or the haulers retained by the aforesaid municipalities shall continue to pay the Operator the gate rate in existence at the time of Final Closure of the Active Fill Area subject to an adjustment in the gate rate by the Consumer Price Index utilizing the same procedure used to adjust the Direct Payments where the anniversary of the Final Closure shall be the base year for such adjustments. In the event Final Closure of the Active Fill Area occurs more than 7.7 years from the time Solid Waste was first Disposed in the Active Fill Area, the benefit provided under this subsection will continue until Final Closure of the Active Fill Area.

Further, in the event Final Closure of the Active Fill Area occurs in less than 7.7 years, the aforesaid municipalities give their consent to the construction of

a transfer station to enable the Operator to transfer the Solid Waste delivered by the municipalities or the haulers retained by the aforesaid municipalities for the period between Final Closure and 7.7 years. If aforesaid municipalities refuse or decline to waive all Local Approvals necessary for the construction, installation, and operation of the transfer station then the Operator shall have no further obligations regarding free disposal. Notwithstanding the foregoing, the Operator shall apply for and receive a building permit for the transfer station prior to undertaking construction of the same. The location of the Transfer Station shall be at the Solid Waste Facility.

B. **Free Disposal of Self-Hauled Residential Waste by Franklin, Raymond and Norway Residents.**

The residents of the City of Franklin and the residents of Towns of Norway and Raymond shall be permitted to dispose of the residential Solid Waste generated by the residents of the City and the Towns in the Active Fill Area without charge provided that said Solid Waste is not deemed to be a hazardous or Special Waste and provided that the Solid Waste is directly transported to the Solid Waste Facility by the residents of the City and the Towns. In addition, the residents of the City of Franklin and the Towns of Norway and Raymond shall be permitted to transport their residential yard waste and Recyclable Materials to the Solid Waste Facility for processing without charge. The residents shall follow such regulations required by the Operator and approved by the City of Franklin pertaining to the disposal of such Solid Waste and the processing of yard waste and Recyclable Materials. These disposal rights afforded the residents under this provision shall be limited to Saturdays from 7:00 a.m. to 12:00 noon, and Wednesdays from 8:00 a.m. to 4:30 p.m. In the event that any such date falls on a

holiday, this date shall be the next weekday that the site is permitted to accept Solid Waste for Disposal. This right to free Disposal of Solid Waste and to free processing of Recyclable Materials shall terminate upon Final Closure of the Active Fill Area or 7.7 years whichever occurs later. This right to free processing of yard waste shall terminate upon Final Closure of the Active Fill Area.

C. **Free Disposal of City Waste Hauled by the City of Franklin Department of Public Works.**

The City of Franklin shall have the right to Dispose of 2,750 tons per year of Solid Waste generated by the City free of charge in the Active Fill Area. This right shall begin on the date that Solid Waste is first Disposed of in the Active Fill Area and continue each year thereafter until Final Closure of the Active Fill Area or 7.7 years whichever occurs later. This Disposal shall be limited to the operating hours of the Active Fill Area.

3. **PROPERTY VALUE PROTECTION PLAN.**

For two hundred seventy (270) days after the Operator begins receiving Waste at the Active Fill Area, the Operator agrees to enter into an Agreement to Guarantee Property Value with each of the owners of record of the residential and agricultural properties described in Exhibit "F" to purchase said real property, or to otherwise guarantee the property value as set forth in that exhibit.

Notwithstanding the foregoing, the Operator shall be given a credit equal to the amount the Operator has already paid the previous owner of any property identified in Exhibit "F" pursuant to an Agreement to Guarantee Property Value that the Operator had entered into with the previous owner of the property. The Agreement

to Guarantee Property Value attached as Exhibit "F" for such property owners shall be amended to reflect that the Operator is entitled to and shall receive such a credit.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. EXPANSION.

No further expansion of Solid Waste Disposal within the Solid Waste Facility shall occur except pursuant to the procedures set forth by law applicable at that time, except that all Affected Municipalities shall be deemed to be Affected Municipalities and parties to the landfill siting and negotiating process. Notwithstanding the foregoing, the Village of Wind Lake or any other municipality incorporated out of the territory currently located in the Town of Norway or the Town of Raymond shall only be deemed to be an Affected Municipality for this Agreement but shall not be a party to any further landfill siting and/or negotiating process unless said municipality is permitted by statute to participate in said negotiating process.

2. ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE.

The Operator shall name and maintain the Affected Municipalities as additional insureds on an environmental impairment liability insurance policy in a face amount of not less than Ten Million Dollars (\$ 10,000,000). The adequacy of the policy has been reviewed by the municipal attorneys for the City of Franklin and the Town of Raymond.

3. RAYMOND BORROW PIT.

The Borrow Pit located in the Town of Raymond referred to in the previous Landfill Agreement between the parties executed by the Operator on July 17, 1992,

shall be used only for passive recreational or agricultural uses. Neither the Operator nor any successor in interest may use the Borrow Pit as a Clay Borrow Pit or Clay Extraction Source, unless such use is again re-approved by the Town of Raymond and Racine County and unless the Operator or its successor also obtains the approval of the City of Franklin, if required by Section 62.23(7a), Wis. Stats. The aforesaid approval shall supersede the requirements previously imposed upon the Operator in Exhibit J of the previous Landfill Agreement.

ARTICLE VIII

GENERAL PROVISIONS

1. NOTICE TO PARTIES.

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

- A. James M. Dunham, Division President
Metro Recycling and Disposal Facility
10712 South 124th Street
Franklin, WI 53132

- B. City of Franklin
Attn: City Clerk
9229 West Loomis Road
Franklin, WI 53132
- C. City of Muskego
Attn: City Clerk
P.O. Box 903
Muskego, WI 53150
- D. Town of Raymond
Attn: Town Clerk
2255 South 76th Street
Franksville, WI 53126
- E. Town of Norway
Attn: Town Clerk
6419 Heg Park Road
Wind Lake, WI 53185
- F. County of Waukesha
Attn: Department of Parks and Land Use
c/o County Clerk
1320 Pewaukee Road, Room 120
Waukesha, WI 53188
- G. County of Racine
Attn: Solid Waste Department
c/o County Clerk
730 Wisconsin Avenue
Racine, WI 53403

2. **HEADINGS.**

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

3. **GOVERNING LAW.**

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

4. **WAIVER.**

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

5. **COMPLETE AGREEMENT.**

This Agreement is the complete Agreement as to the Active Fill Area pursuant to § 289.33, Wis. Stats., between the Affected Municipalities, the Operator, and the Local Committee.

6. **AMENDMENT.**

This Agreement may be amended only by a written agreement between the Affected Municipalities that are signatories to this Agreement and the Operator, except as expressly otherwise provided for herein.

7. **BINDING EFFECT.**

This Agreement will bind the Affected Municipalities, the Operator, the Negotiating Committee, their respective legal heirs, their respective legal representatives, their respective legal successors and their respective legal assigns. However, if any Affected Municipality other than the City of Franklin fails to adopt an approving resolution authorizing officials of said municipality to execute this

Agreement or if said authorized officials fail to execute this Agreement within ninety (90) days after the date that the Metro Landfill (Southeast Expansion) Negotiating Committee executes this Agreement; then said municipality shall receive no benefits under this Agreement and said municipality's share of the Direct Payment provided herein shall be divided among the Municipalities that have timely signed the Agreement (Signing Municipalities) in proportion to the share of the Direct Payment that each Signing Municipality would have received under this Agreement if all Affected Municipalities had signed the Agreement.

8. EXECUTION IN COUNTERPARTS

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

DATED: 1-3-13-98

METRO LANDFILL (SE Expansion)
Negotiating Committee,

BY: Robert Swendrowski
Robert Swendrowski, Chairman
and authorized signatory by vote
of and on behalf of the Metro
Landfill Negotiating Committee

DATED: _____

WASTE MANAGEMENT OF WISCONSIN, INC.

BY: Richard L. Ancelet 3/24/94
Richard L. Ancelet, President

GUARANTEE

Waste Management, Inc., for valuable consideration, including the mutual covenants and benefits stated in this Agreement to itself and its sister corporation Waste Management of Wisconsin, Inc., such consideration and receipt of which is hereby acknowledged, does hereby guarantee the performance of Waste Management of Wisconsin, Inc., in the event that the latter fails to do so. Those obligations shall extend to any obligations provided for in this Agreement, including the operation, closure, post-closure responsibilities, and indemnification responsibilities of Waste Management, Inc.

Waste Management, Inc. acknowledges receipt of this Agreement and certifies that, by signing below, said officers have the authority to act on behalf of Waste Management, Inc., and to forward a certified copy of such resolution granting such authority to the City of Franklin; the receipt of such corporate resolution shall be deemed to be an integral part of this Agreement. This Agreement shall not be deemed valid until the same is received by the City of Franklin.

DATED: 4-9-98

WASTE MANAGEMENT, INC.

W. K. Kuntz
Vice President - Finance
and Assistant Treasurer

BY: *Donald A. Hopper*
Vice President

ATTEST: *Heather Z.*
Secretary

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

WASTE MANAGEMENT, INC.
Resolution
of the
Board of Directors

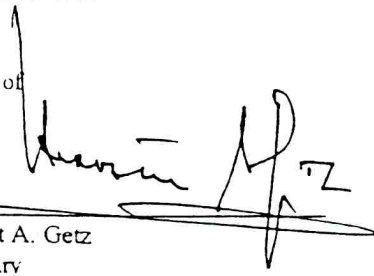
I, Herbert A. Getz, do hereby certify that I am the duly appointed and qualified Secretary of Waste Management, Inc., a corporation organized and existing under the laws of the State of Delaware, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said corporation on the 9th day of May 1997, and that such resolution is now in full force and effect and has not been amended or superseded and is not in contravention of, or in conflict with, the by-laws or the charter or certificate of incorporation of said corporation

RESOLVED, that any two of the officers of this corporation be, and hereby are, authorized, upon such terms and conditions as they shall deem proper, to obtain loans and loan commitments, to authorize foreign exchange, interest rate and currency exchange transactions, to purchase letters of credit and to extend guarantees for, on behalf and in the name of this corporation or any of its subsidiaries, to incur liabilities in connection therewith and in connection with the purchase, sale or negotiation of any bills of exchange, letters of credit, acceptances, drafts, bills of lading, and similar instruments, and to receive and receipt for and to sign receipts and trust receipts therefor, and to sign, execute, and deliver any orders, notes, applications, guarantees, instruments or other agreements in connection with any such loans, commitments, letters of credit or guarantees, which orders, notes, applications, guarantees, instruments and agreements may contain such provisions as they shall deem proper.

I hereby further certify that each of the persons named below is as of the date hereof a duly appointed and acting officer of the above corporation, holding the office listed opposite his or her name:

<u>TITLE</u>	<u>INCUMBENT</u>
Executive Vice President and Chief Operating Officer	Joseph M. Holsten
Vice President and Chief Financial Officer	Donald R. Chappel
Senior Vice President and Secretary	Herbert A. Getz
Vice President and Controller	Mark Spears
Vice President-Tax and Assistant Treasurer	H. Vaughn Hooks
Assistant Treasurer	William C. Keightley
Assistant Secretary	Thomas A. Witt

IN WITNESS WHEREOF, I have subscribed my name as Secretary this 9th day of
April 1998.



Herbert A. Getz
Secretary

CITY OF FRANKLIN

Approved this ____ day of _____, 1998

BY: _____
Frederick F. Klimetz, Mayor

ATTEST: _____
James C. Payne, Clerk

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

WAUKESHA COUNTY

Approved this _____ day of June, 1998

By: _____
Daniel M. Finley, County Executive

ATTEST: Patricia E. Madden
Patricia E. Madden, County Clerk

Metro Recycling and Disposal Facility: Southeast Expansion
Negotiated Agreement

123456 15
PROPOSED ORDINANCE 153-28

APPROVE WASTE MANAGEMENT OF WISCONSIN, INC
SOLID WASTE FACILITY EXPANSION AGREEMENT

WHEREAS Waste Management of Wisconsin, Inc., a Wisconsin corporation located in Menomonee Falls, WI applied to the Wisconsin Department of Natural Resources for approval of an expansion of its solid waste disposal facility (Metro Recycling and Disposal Facility Southeast Expansion) located within the City of Franklin, Milwaukee County, WI, as described in the Feasibility Report and Plan of Operation on file with the Department of Natural Resources, and

WHEREAS pursuant to the procedure set forth by Wisconsin Statutes for the approval of the construction or expansion of a solid waste disposal facility, Waste Management notified the County of Waukesha and other municipalities of their right to participate in negotiation and arbitration concerning the requested expansion, and

WHEREAS the County Board of Supervisors approved in December 1993, the appointment of a County representative to participate in the negotiation process, which representative was the Director of the Department of Parks and Land Use, and

WHEREAS in addition to Waukesha County there were also representatives from the City of Franklin, the County of Racine, the Towns of Norway and Raymond, and the City of Muskego who, as a local negotiating committee, met with and negotiated an agreement with Waste Management concerning its requested expansion, and

WHEREAS among other provisions, Waukesha County and the City of Muskego will receive 10 percent of an annual direct payment from Waste Management, to be split 7.5 percent to the City of Muskego and 2.5 percent to Waukesha County, and

WHEREAS a copy of the negotiated agreement is now on file at the Waukesha County Clerk's office and has been reviewed and approved by the staff the Department of Parks and Land Use and the Office of the Corporation Counsel

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES ORDAIN that the negotiated agreement between the member of the Waste Facility Siting Committee and Waste Management of Wisconsin, Inc. is approved, and the County Clerk is directed to execute the Agreement

BE IT FURTHER ORDAINED that the proceeds from the distribution of the direct payment be utilized for solid waste management purposes.

STATE OF WISCONSIN }
COUNTY OF WAUKESHA }

I, KELLY S. YAEGER, Waukesha Deputy County Clerk, DO HEREBY CERTIFY that the foregoing is a true and correct copy of

adopted by the County Board of Supervisors at their meeting held

KELLY S. YAEGER, Waukesha Deputy County Clerk

Referred on: 05/26/98

File Number 1530-032

Referred to: LU - FI

TOWN OF RAYMOND

Approved this ____ day of _____, 1998.

BY: _____
_____, Chairman

ATTEST: _____
_____, Clerk

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

RESOLUTION N 98- 2

A RESOLUTION APPROVING THE METRO LANDFILL SITING AGREEMENT

Whereas, the Town of Raymond is an affected municipality as that is defined under Wisconsin Statutes 289.33; and

Whereas, the Town of Raymond has passed a siting resolution and is actively negotiating with other municipalities concerning the landfill siting agreement for the Waste Management Metro Landfill: Southeast Expansion; and

Whereas, the Town Board has reviewed the terms of such contract and find that they provide for sufficient protections for the Town of Raymond and benefits to its citizens, including property value protection and well monitoring for various Town residents; and

Whereas, the resolution of the Metro Landfill has rendered moot various claims against the City of Franklin for filing an unapproved agreement with the Waste Facility Siting Board;

Now, Therefore, be it hereby resolved as follows:

1. That Town Chairman Alan Jaspersen is hereby authorized to sign the above referenced landfill agreement on behalf of the Town of Raymond, which hereby approves of such contract. This approval is also contingent upon Waste Management and the City of Franklin acknowledging that the division of payments to the Racine County municipalities involved in the contract will be divided such that Racine County will get 30% of that share. Of the remaining share, the Town of Raymond shall receive 74% and the Town of Norway shall receive 26%.

2. That the Town of Raymond hereby withdraws and waives any claims against the City of Franklin for the City Counsel's actions in forwarding an unapproved agreement to the Waste Facility Siting Board, provided that the City of Franklin withdraws such agreement with

the Waste Facility Siting Board and approves the aforementioned contract as the host community for the proposed landfill expansion.

Dated this 23rd day of March, 1998.

Town of Raymond

By: Alan Jaspersen
Alan Jaspersen, Chairman

Attest:

Janice E. Welch
Janice Welch, Clerk

TOWN OF NORWAY

Approved this day of , 1998.

BY: _____, Chairman

ATTEST: _____, Clerk

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

RESOLUTION NO 98- 3

A RESOLUTION APPROVING THE METRO LANDFILL SITING AGREEMENT

Whereas, the Town of Norway is an affected municipality as that is defined under Wisconsin Statutes 289.33; and

Whereas, the Town of Norway has passed a siting resolution and is actively negotiating with other municipalities concerning the landfill siting agreement for the Waste Management Metro Landfill: Southeast Expansion; and

Whereas, the Town Board has reviewed the terms of such contract and find that they provide for sufficient protections for the Town of Norway and benefits to its citizens, including property value protection and well monitoring for various Town residents; and

Whereas, the resolution of the Metro Landfill has rendered moot various claims against the City of Franklin for filing an unapproved agreement with the Waste Facility Siting Board;

Now, Therefore, be it hereby resolved as follows:

1. That Town Chairman William Hassey is hereby authorized to sign the above referenced landfill agreement on behalf of the Town of Norway, which hereby approves of such contract. This approval is also contingent upon Waste Management and the City of Franklin acknowledging that the division of payments to the Racine County municipalities involved in the contract will be divided such that Racine County will get 30% of that share. Of the remaining share, the Town of Raymond shall receive 74% and the Town of Norway shall receive 26%.

2. That the Town of Norway hereby withdraws and waives any claims against the City of Franklin for the City Counsel's actions in forwarding an unapproved agreement to the Waste Facility Siting Board, provided that the City of Franklin withdraws such agreement with

the Waste Facility Siting Board and approves the aforementioned contract as the host community for the proposed landfill expansion.

Dated this 25th day of March, 1998.

Town of Norway

By: William J. Hassey
William Hassey, Chairman

Attest:

Kathryn A. Gibbs
Clerk

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE COPY OF THE ORIGINAL RESOLUTION AS APPROVED BY THE TOWN OF NORWAY ON MARCH 25, 1998 BY A VOTE OF 5 IN FAVOR, NONE OPPOSED. THEREFORE I HAVE PLACED THE SEAL OF THE TOWN OF NORWAY TO THIS DOCUMENT.

Kathryn A. Gibbs
KATHRYN A. GIBBS, CLERK

May 27, 1998
DATE

SIGNED AND SEALED THIS 27th DAY OF

MAY, 1998 BEFORE ME,

Carol A. Jacobson
CAROL A. JACOBSON

NOTARY, STATE OF WISCONSIN

DATED: 5-27-98

MY COMMISSION EXPIRES July 23, 2000

CITY OF MUSKEGO

Approved this ____ day of _____, 1997.

BY: _____, Mayor

ATTEST: _____, Clerk

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

AMENDED
COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #82-98

RESOLUTION APPROVING EXECUTION OF
METRO RECYCLING AND DISPOSAL FACILITY:
SOUTHEAST EXPANSION NEGOTIATED AGREEMENT
AND AMENDMENT TO AGREEMENT

WHEREAS, The above-mentioned agreement and amendment have been approved by the Local Committee and by the City of Franklin; and

WHEREAS, The City of Muskego objects to the overall height because of the unsightliness of the landfill and its expansion; and

WHEREAS, The City of Franklin has represented that its approval is contingent upon execution of the contract by the Applicant, the Guarantor of the Applicant and all Affected Municipalities; and

WHEREAS, It has been further represented by the City of Franklin that the City of Franklin and the Applicant have withdrawn, or will withdraw, the attempted filing of a prior draft of the above-mentioned contract with the Waste Facility Siting Board which was submitted on or about December 24, 1997; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Mayor and Clerk-Treasurer may execute the above-mentioned contract and amendment upon execution of said contract and amendment by Applicant, Guarantor, City of Franklin and all Affected Municipalities and withdrawal of the December 24, 1997 filing with the Waste Facility Siting Board referred to above.

DATED THIS 12th DAY OF MAY, 1998.

SPONSORED BY:

Mayor David L. De Angelis

This is to certify that this is a true and accurate copy of Resolution #82-98 which was adopted by the Common Council of the City of Muskego

Clerk-Treasurer

RACINE COUNTY

Approved this _____ day of _____, 1998.

BY: J. M. Jacobson
Jean M. Jacobson, County Executive

ATTEST: Joan C. Rennert
Joan C. Rennert, County Clerk

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

Date 5-20-98
Certified to be correct as to form
By Mark Tamm
Racine County Corporation Counsel

REVIEWED BY FINANCE DIR. 12
Wylee Kuehn 5/19/98
Sign Date

**OFFICE OF THE
RACINE COUNTY CLERK**

**730 Wisconsin Avenue
Racine, Wisconsin 53403**

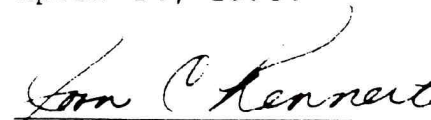
**Joan C. Rennert
County Clerk**

**Phone 414-636-3121
FAX 414-636-3491**

May 21, 1998

TO WHOM IT MAY CONCERN

I, Joan C. Rennert, County Clerk in and for the
County of Racine, State of Wisconsin, do hereby
certify that the attached is a true and correct
copy of a Resolution adopted by the Racine County
Board of Supervisors on April 14, 1998.



Joan C. Rennert
Racine County Clerk

County Seal

RESOLUTION NO. 97-274

**RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING THE EXECUTION OF
THE METRO RECYCLING AND DISPOSAL FACILITY: SOUTHEAST EXPANSION
NEGOTIATED AGREEMENT**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the execution of the Metro Recycling and Disposal Facility: Southeast Expansion Negotiated Agreement with Waste Management of Wisconsin, Inc., and other affected municipalities which include the City of Franklin, the Town of Raymond, the Town of Norway, the City of Muskego and Waukesha County is authorized and approved. A copy of the entire agreement is on file with the County Clerk. The terms of the agreement shall include:

1. That Racine County shall receive thirty percent (30%) of the twenty-five percent (25%) of the approximately \$78,000 monthly payments due the affected municipalities under the agreement.
2. That Waste Management shall indemnify and hold Racine County harmless in regard to any liability arising in any way or as a result of the landfill.
3. That the residents in the affected townships in Racine County, Raymond and Norway, shall receive free tipping at the landfill.
4. That Waste Management shall name Racine County and the other affected municipalities as an additional insured on an environmental impairment liability insurance policy in a face amount of not less than \$10 million.
5. That the affected homeowners in Racine County shall receive impact protection, including property value protection and well monitoring, to be paid for by Waste Management.
6. A monitoring committee is to be established to insure that Waste Management complies with the agreement.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Board Chairman and/or the County Executive are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the monies received will be transferred into a non-lapsing Solid Waste Management account to be used for solid waste issues.

MARCH-24-98

FISCAL NOTE RESOLUTION NO 97-274

1998

The annualized amount to be received is \$23,400. This will be deposited into a new Revenue account
Landfill Fees

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance
Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

Exhibit "A"

Active Fill Area

Legal description: The Active Fill Area is located within the SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; all in Section 31, T5N, R21E, City of Franklin, Milwaukee County, Wisconsin and is further described as follows:

Commencing at the Southwest $\frac{1}{4}$ of said section 31, thence N $88^{\circ}09'22''$ E, 2140.83 feet; thence Due North, 584.19 feet, to the point of beginning; thence N $2^{\circ}52'26''$ W, 271.45 feet; thence N $35^{\circ}35'28''$ E, 586.14 feet; thence N $82^{\circ}42'58''$ E, 1368.83 feet; thence S $0^{\circ}40'17''$ E, 1347.70 feet; thence S $88^{\circ}24'06''$ W, 1318.88 feet; thence N $39^{\circ}34'17''$ W, 600.78 feet, to the point of beginning.

Exhibit "B"

METRO LANDFILL-SOLID WASTE FACILITY LEGAL DESCRIPTION MILWAUKEE COUNTY, WISCONSIN

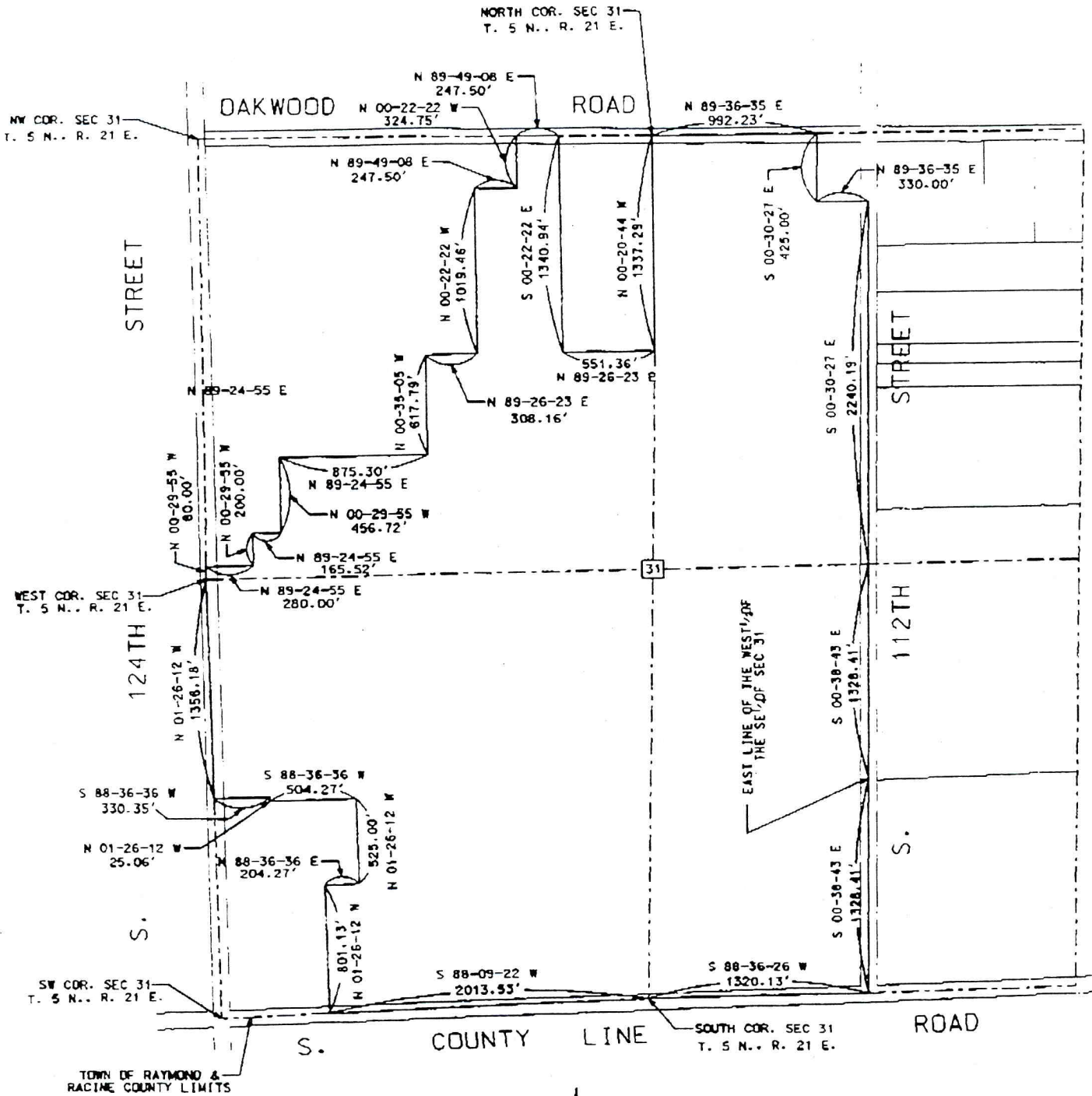


Exhibit "C"

MONITORING COMMITTEE

1. **Purpose.** The Affected Municipalities and Waste Management of Wisconsin, Inc. (hereinafter referred to as the "Operator"), agree to re-establish and continue to participate in the Monitoring Committee to monitor the construction and operation of the Solid Waste Facility (hereinafter referred to as Committee or Monitoring Committee).

2. **Membership.** Membership on the Committee shall consist of three (3) City of Franklin representatives appointed by the Mayor, and one (1) representative of each of the other Affected Municipalities (hereinafter these representatives are referred to as Committee Members). The Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Committee, unless otherwise expressly provided, a majority vote of the Committee is required. The Operator may appoint two (2) representatives to the Committee who shall be ad hoc members and shall have no vote.

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

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

Any Committee Member may be removed by the Committee for good cause and upon a three-fourths (3/4) vote of the Committee.

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

6. **Documents.** The Operator shall provide copies of all technical reports and monitoring data supplied to the State of Wisconsin/Department of Natural Resources by the Operator pertaining to the Metro Landfill, including the Plan of Operation, any proposed amendments to the feasibility study or any proposed changes to any special conditions imposed by the State of Wisconsin/Department of Natural Resources. Such copies shall be provided free of charge to the Committee.

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

8. **Committee Inspections**. Individual Committee Members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility pursuant to the procedure provided in Article IV, Section 11 of the Agreement.

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

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

of any Affected Municipality or local property owners' public duties, rights or privileges pursuant to law.

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

Exhibit "D"

AIR QUALITY STANDARDS

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

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

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

Exhibit "E"

WELL TESTING

1. **Operator's General Requirements.** The Operator shall comply with all background testing and groundwater monitoring as required by the Department in its approvals of the Feasibility Report and Plan of Operation, with the Operator providing the Monitoring Committee copies of all such requirements. A copy of the results of each well test required by this Exhibit shall be promptly provided by the Operator, at its cost, to the Affected Municipality, in which the well is located, the Monitoring Committee, and the property owner (or occupant) in question. The Operator shall undertake all testing required and by this Agreement in compliance with the Wisconsin Clean Water Act and any Federal or Department requirements, whichever is the most stringent..

2. **Monitoring Committee to Select Wells.** The Monitoring Committee shall identify seventy-five (75) wells which shall be subject to background testing by the Operator at its expense as hereinafter provided. The Monitoring Committee shall designate thirty-five (35) additional wells per year that will be tested by the Operator at its expense, as hereinafter provided. In addition, bi-annually, the Operator shall test the well at Drought School or more frequently if required by state statutes or regulations.

Notwithstanding the foregoing, the Operator shall not be required to sample any of the water supply wells serving the properties identified above for the purpose of determining the water quality of well water of these properties, unless it first

receives, in the form attached as an Addendum to this Exhibit, written permission from the respective property owner or if the property is not owner occupied from the occupant. The testing of the seventy-five (75) wells and the Drought School shall be conducted within three (3) months after Solid Waste is first disposed in the Active Fill Area. The testing of the thirty-five (35) wells shall be conducted annually thereafter until 40 years after Final Closure.

In the event that the owner(s) or user(s) of any well so identified refuses to give the Operator written consent, the Operator shall advise the Monitoring Committee and the Monitoring Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year.

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

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

The Operator shall be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a Consulting Firm selected by the Operator and agreed to by the Monitoring Committee. The Operator and the

Monitoring Committee shall both be deemed clients of the Consulting Firm, except as to the payment obligation, which, except as otherwise provided herein, shall be the Operator's sole responsibility. The Operator and the Monitoring Committee shall have equal access to the Consulting Firm for input as to the services to be rendered; however, if the Monitoring Committee requests any services, in addition to those contemplated within this Agreement or any agreement with the Consultant, they shall be the sole obligation of the Monitoring Committee and the Monitoring Committee shall enter into a separate contract for these services. The Operator shall have no payment obligation for such additional separate contract services. In addition, the Operator and the Monitoring Committee shall have equal access as to all information pertaining to the services and/or product provided by the Consulting Firm. Any contract or agreement with the Consulting Firm shall contain an informed consent provision requiring the Consulting Firm to consult with both the Monitoring Committee and the Operator on an equal basis and shall provide that no information in any way pertaining to the services and products to be provided under this Agreement shall, in any way, be privileged or confidential.

The samples collected from the above specified wells shall be analyzed by a NR 149, Wis. Adm. Code, certified lab utilizing the following procedure. The Operator shall provide the Monitoring Committee with a current list of certified labs which it finds acceptable. The Monitoring Committee shall select one lab from this list and advise the Operator of its selection. The Operator shall submit all samples collected to that lab providing the Operator can negotiate, to its sole satisfaction, an acceptable

price from that lab for the analytical work. In the event an acceptable price cannot be negotiated, the Operator shall advise the Monitoring Committee and the foregoing procedure shall be used to select another mutually acceptable lab. In the event that the Operator again finds the price of the analytical work unacceptable, the lab having the lower quoted price shall be utilized. In any event, the Operator shall instruct the selected lab to deliver the test results to the Monitoring Committee within sixty (60) days from the Operator's receipt of notice of the Monitoring Committee's initial lab selection. The Monitoring Committee shall notify the Operator of any second lab selection within five (5) days of the Operator's request for the same and if the Monitoring Committee takes more than five (5) days this number of days shall be added to the sixty (60) day period afforded to the lab to deliver the results.

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

A. The Operator shall, upon notice from DNR or the Monitoring Committee, secure a sample from said well and test the same [utilizing the procedure stated above] to confirm the exceedance. The Operator shall deliver the test results to the Monitoring Committee within thirty (30) days of said notice. If the results of

this test confirm the exceedance, then the exceedance will be said to have been documented.

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

- B. If the results of the Operator's test under subparagraph A document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents and livestock residing upon the property served by the well and utilizing the same. However, the Operator's obligation to provide potable water to livestock shall be contingent upon the City of Franklin selling water to the Operator at a cost as is then determined by the Wisconsin Public Service Commission.
- C. If upon further investigation, including additional testing by the Operator, it is determined by DNR that the exceedance is caused by a source other than the landfill, then the Operator's obligation to provide potable water will cease.

- D. In the event the above investigation establishes, to DNR's satisfaction that the Solid Waste Facility is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply.
- E. The foregoing procedure of providing water under Subparagraph B upon the detection of an exceedance ("First Response") shall only be binding upon the Operator if: (i) the well at which the exceedance was detected is within a one and one-half (1 ½) mile radius of the proposed Active Fill Area as delineated in the Feasibility Study and (ii) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under subparagraphs C and D.

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

- F. The Operator shall, upon notice from DNR or the Monitoring Committee, secure a sample from said well and test the same [utilizing the procedure stated above] to confirm the Exceedance. If the results of this test confirm the Exceedance, then the exceedance will be said to have been documented. If the results of this test do not confirm the Exceedance, then the Operator

shall collect a third sample utilizing the same procedure. If results of the third sample confirm the Exceedance, then the Exceedance will be said to have been documented. If the results of the third sample do not confirm an Exceedance will be said not to have been documented.

- G. If an Exceedance is documented, then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, chromium, lead, mercury, barium, selenium, silver, copper and zinc.

<u>Parameter</u>	<u>Standard</u>	
Sulfate	400 mg/l	
Iron	1.5 mg/l	
Manganese	0.1 mg/l	
Alkalinity (as CaCO ₃)	1000 mg/l	
Hardness (as CaCO ₃)	1000 mg/l	
Chloride	NR 140	Enforcement Standard**

** As amended from time to time.

5. **Surface Water Sampling.** In addition, when the Operator takes the first round of Water Supply Well samples provided for in this Exhibit, the Operator shall also begin an annual testing program by collecting a sample of the first tributary of the Root River South of Oakwood Road and 76th Street in the City of Franklin. All such samples so collected shall be tested for the parameters described elsewhere in this Exhibit and the reports of the sampling result shall be provided to the City of Franklin and to the Monitoring Committee. The Parties acknowledge that this sampling

program is for informational purposes and should not be construed without sufficient direct evidence that the Solid Waste Facility is the cause of any changes in the concentration of any parameter so sampled.

EXHIBIT "E" -- ADDENDUM

ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this ____ day of _____, 199_, between _____
____ of _____ as the owner of property upon which a well is located
and/or the user of a well (hereinafter called well owner/user) and Waste Management
of Wisconsin, Inc. (hereinafter called WMWI).

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

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

- H. Polluting the waters of well(s) on the premises.
- I. Damaging the well(s), pump(s) and/or casing(s) located on the
property.

WMWI agrees to correct any of the above-noted problems arising due to the
negligent acts or willful misconduct of WMWI, its agents, employees, and/or
independent contractors. Well owner/users, however, shall not hold WMWI and/or
its independent contractor liable for any diminution in water quality or quantity from
the sampled well or for failure, interruption or shortage of water, or any loss or

damage resulting therefrom in whole or in part by performance of the sampling except for negligence on the part of WMWI, its agents, employees, and/or independent contractors.

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

Well Owner/User

Waste Management of Wisconsin, Inc.

Exhibit "F"

PROPERTY VALUE PROTECTION PLAN AND PURCHASE AGREEMENT

Any Owner of record of the residential and agricultural properties described in the Addendum One (1) to this Exhibit may enter into an Agreement to Guarantee Property Value in the form also attached as Addendum Two (2) to this Exhibit within 270 days after the first day that Waste is disposed in the Active Fill Area. The Operator shall notify all of said owners of record, of their rights under this paragraph, by certified mail, return receipt requested, within 30 days after the last Affected Municipality executes the Agreement or within 120 days after the Agreement is executed by the Metro (Southeast Expansion) Negotiating Committee whichever occurs sooner. A second notice shall be submitted to said owners by certified mail, return receipt requested, within 30 days of the day that waste is initially received at the Active Fill Area.

However, the Operator shall have no obligation to guarantee the value of or to purchase any property for which a final subdivision plat was approved and recorded or the property was otherwise subdivided after February 1, 1987, excepting for that portion of a subdivided plat, if any, which supports a residential dwelling that existed before February 1, 1987. For the purposes of this Agreement "otherwise subdivided" shall mean any buildable parcel created by a recorded certified survey map or created by a metes and bounds division parcel conveyed by a recorded deed.

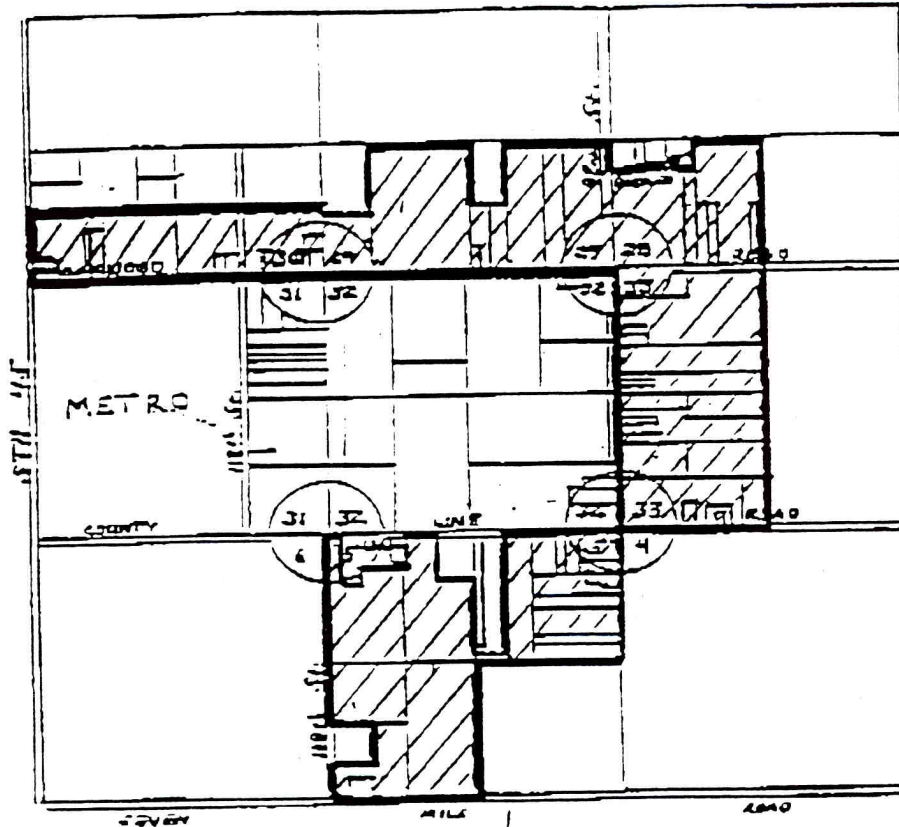
The Operator has previously entered into Purchase Agreements with the owners of some of the residential and agricultural properties described in Exhibit "D" to the

Final Negotiated Agreement signed by the Operator on July 17, 1992 (the "1992 Agreement"). The term of each of said Agreements will be extended to 60 days after Final Closure of the Active Fill Area provided they consent to the southeast expansion. The Operator shall send the notice attached as an Addendum three (3) to this Exhibit by certified mail, return receipt requested, within 30 days after the last Affected Municipality executes the Agreement or within 120 days after the Agreement is executed by the Metro (Southeast Expansion) Negotiating Committee whichever occurs sooner. In addition, those owners of properties described in Exhibit "D" to the 1992 Agreement for which the Operator did not previously enter into Purchase Agreements, may enter into an Agreement to Guarantee Property Value under this Agreement. Upon the same terms and conditions and with the same rights and privileges as the owners of properties described in Addendum One (1) to this Exhibit. A copy of Exhibit "D" to the 1992 Agreement is annexed hereto as pages 3, 4, and 5 of Addendum Three (3) to Exhibit "F".

The Operator shall provide copies of all such notices that the Operator is required to mail and copies of all certified mail return receipt that the Operator receives. These copies shall be provided to the clerk of the City of Franklin. The Operator shall provide the copies of all notices concurrent with their mailing and shall promptly provide copies of the certified mail return receipt upon their receipt by the Operator.

ADDENDUM ONE (1) TO EXHIBIT "F"

Property Value Protection Plan Map and Tax
Key Numbers of Properties within Plan Boundaries



The above map is for general demonstrative purposes. The specific statement of the intent of the Operator and the Affected Municipalities for purposes of construing this Agreement, as to what property shall be included within the Property Value Protection Plan, is that it shall include those properties abutting West Oakwood Road on the North from STH 45 to that point which is 1/2 section (1/2 mile) East of South 92nd Street; those properties located within the Northwest 1/4 of Section 33 Franklin; those properties located within the Southwest 1/4 of Section 33 Franklin; and all of those properties located within the northwest 1/4, Southwest 1/4 and Northeast 1/4 of Section 5 Raymond except as also listed and described and only to the extent as so listed and described by Tax Key Number in Exhibit "D" to the Final Negotiated Agreement signed by the Operator on July 17, 1997.

Addendum One (1) to Exhibit "F"

Franklin Tax Key Numbers

934-9999-002
935-9994-002
935-9994-004
935-9994-005
935-9999-006
936-9996-000
936-9997-000
936-9998-003
936-9998-004
936-9999-000
937-9998-000
937-9999-003
938-9995-000
938-9996-000
938-9997-000
938-9998-000
938-9999-004
938-9999-005
938-9999-006
938-9999-009
938-9999-010
939-9996-002
939-9996-003
939-9996-004
939-9998-001
939-9999-000
944-9993-000
944-9994-000
944-9995-000
944-9996-000
944-9997-000
944-9998-000
944-9999-000
985-9993-003
985-9993-004
985-9994-002
985-9995-001
985-9996-000
985-9997-003
985-9997-001
985-9998-001
985-9999-000

Raymond Tax Key Numbers

4-21-05-002-000
4-21-05-003-000
4-21-05-004-000
4-21-05-005-000
4-21-05-006-000
4-21-05-007-000
4-21-05-008-000
4-21-05-009-000
4-21-05-010-000
4-21-05-011-000
4-21-05-014-000
4-21-05-015-000
4-21-05-016-000
4-21-05-017-000
4-21-05-020-000
4-21-05-021-000
4-21-05-022-000
4-21-05-024-000
4-21-05-001-000

Addendum Two (2) to Exhibit "F"

AGREEMENT TO GUARANTEE PROPERTY VALUE

(Southeast Expansion)

This agreement ("Agreement") made and entered into on this _____ day of _____, 199_, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Guarantor"), and _____ residing at _____ ("Property Owners").

RECITALS

WHEREAS, Property Owners own property in proximity to the Guarantor's landfill known as the Metro Landfill; said property has the following legal description:

[INSERT LEGAL DESCRIPTION]

(the "Property"); and

WHEREAS, Guarantor desires to expand its current landfilling activities (hereinafter the "Southeast Expansion") and has, pursuant to § 289.33, Wis. Stats., undertaken negotiations with the members appointed to a local Negotiating Committee (the "Local Committee") regarding the Southeast Expansion; and

WHEREAS, certain individuals have advised the Local Committee that they have a concern about the preservation of property values of real property located in proximity to the Metro Landfill; and

WHEREAS, Property Owners are desirous of preserving the equity in their Property.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Effective Date of Agreement.** This Agreement, when signed, shall become effective and binding on Guarantor only upon the occurrence of all of the following:

- A. Execution of the written Agreement negotiated by the Local Committee appointed by the municipalities pursuant to § 289.33(7), Wis. Stats., and Guarantor, by all of the municipalities that appointed members to the Local Committee;
- B. The issuance of all necessary licenses, approvals, permits, etc., if any, as may be required by the City of Franklin to establish and operate the Southeast Expansion pursuant to the aforesaid agreement;
- C. Issuance by the Wisconsin Department of Natural Resources ("DNR") of a license to the Guarantor for the Southeast Expansion described in the Guarantor's feasibility report, said Southeast Expansion having been the subject of the negotiations between the Guarantor and the Local Committee; and
- D. Proof that the Property described herein was not identified in a final subdivision plat which was approved and recorded on or after February 1, 1987 or was not otherwise subdivided on or after February 1, 1987, excepting for that portion of a subdivided property which supports a residential dwelling existing before

February 1, 1987. For the purposes of this Agreement "otherwise subdivided" shall mean any buildable parcel created by a recorded certified survey map or created by a metes and bounds division of a parcel conveyed by a recorded deed.

The Agreement shall remain binding upon the parties until the Guarantor's obligations are terminated pursuant to the provisions set forth in Section 9 below.

2. **Consent to Southeast Expansion.** Upon execution of this Agreement, Property Owners agree to retract their requests, if any, heretofore made for a contested case hearing on Guarantor's feasibility report currently on file, and further agree to a dismissal of all actions, pending litigation, petitions, hearings, judicial and administrative reviews, if any, in connection with said Southeast Expansion.

The Property Owners further agree not to commence or undertake any action, litigation, petition, request for hearing, judicial or administrative review of proceedings with regard to attempts by Guarantor to obtain all required licenses and permits necessary for the establishment of and operation of the Southeast Expansion.

In the event the undersigned Property Owners engage in any of the above activities with regard to the aforesaid applications, this Agreement shall become null and void and neither party shall have any further obligations under same.

3. **Exception.** The Property Owners may seek redress on matters concerning the licensure and operation of the Southeast Expansion by presentation of any and all complaints to the Monitoring Committee established in the agreement

between the Guarantor and the Local Committee, approved by resolutions of all the municipalities that appointed members to the Local Committee.

4. **Exercise of Guarantee.** In the event that the Property Owners wish to exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property for two hundred and seventy (270) days. This good faith effort to sell can be done in either of two ways: (1) they may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) they may enter into a residential listing contract with a licensed real estate broker.

However, in either event, the asking price of said Property, as advertised or set out in the listing contract, shall be mutually agreed to by the Property Owners and the Guarantor. If the parties are unable to agree as to the price of the Property, then the Property Owners shall hire, at their expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- A. Assume that no landfilling activities were being undertaken or would be undertaken at the Metro Landfill site;
- B. Any comparables selected by the appraiser shall be located a sufficient distance away from the Metro Landfill site so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Metro Landfill site;

- C. The use and Zoning Classification of the Property on the Effective Date of the agreement shall be the sole factors to be used by the appraiser in determining the highest and best use of the property;
- D. an appraisal in the substance of those customarily used by mortgage lending institutions in the Milwaukee Metropolitan area (i.e. Fannie Mae 10-25);
- E. The appraisal shall be prepared in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which are specifically preempted by these instructions; and
- F. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.

If Guarantor accepts the appraised value, then the Property Owners shall attempt to sell their Property in either of the two ways described above at the appraised value.

If the Guarantor does not accept the appraised value it may retain, at its own expense, a qualified professional appraiser who shall be similarly instructed to determine the fair market value of the Property, assuming that no landfilling activities were being undertaken or would be undertaken at the Metro Landfill. In such event, the Property Owners may then elect and shall attempt to sell their Property in either

of the two ways described above at an asking price equal to the arithmetic average of the two appraised values.

Notwithstanding the foregoing, if either the Property Owners or the Guarantor does not accept the arithmetic average of the appraised values; then the non-accepting party may instruct the two previously-selected appraisers to choose a third qualified professional appraiser to appraise the Property using the same instructions as previously given to the other appraisers, and the Property Owners shall attempt to sell their Property at an asking price equal to the arithmetic average of the three appraised values. The appraisal fee for the third appraiser shall be paid by Guarantor. For the purpose of this section, "qualified" shall mean a person who is unrelated to the Property Owners, is licensed as may be required by the State of Wisconsin and who is a member of at least one National appraisal association.

If the Property Owners elect to attempt to sell their Property themselves, they shall place a "For Sale" sign on the Property and shall advertise the Property for sale in the classified section of the Milwaukee Journal/Sentinel not less than once per week for the 270-day period. Guarantor may supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owners elect to use a broker, they shall give Guarantor notice of the broker whom they wish to list with prior to the execution of any listing contract and shall obtain Guarantor's approval of said broker, Guarantor's approval not to be unreasonably withheld. If it has objections, the Guarantor shall so state those objections in writing to the Property Owners. The

broker shall be licensed in Wisconsin, not related to the Property Owners, and shall be a member of the Board of Realtors Multiple Listing Exchange, unless such MLS membership is waived by Guarantor. Both Guarantor and Property Owners shall act in good faith concerning any attempt to obtain the fair market value of said Property.

Said listing contract shall extend for a term of 270 days and shall specifically provide: (1) that the broker shall list the Property in the multiple listing exchange and shall agree to keep said Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and (2) that the broker shall not be entitled to any commission or other payments whether for broker's costs or otherwise in the event Guarantor purchases said Property at any time after the expiration of the listing contract. The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms as set out in said listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms. No provision hereunder shall be construed to grant Guarantor any option to purchase rights or rights of first refusal as against any potential third party purchaser during the term of the listing contract.

5. **Offers to Purchase.** The Property Owners agree to provide the Guarantor with a copy of every Offer to Purchase which they receive for their Property and agree not to accept the same until the Guarantor has given its approval. The Guarantor may approve of an Offer to Purchase at a price below the agreed upon asking price established by the procedure set out in Section 4. In such event, the Guarantor agrees to pay to the Property Owners at the closing, the difference in cash between

the selling price set out in the Offer to Purchase and the sales price as established in Section 4.

Similarly, the Guarantor may request that the price set out in the Offer to Purchase be countered and in the event that the potential buyers accept the Counter Offer, the Guarantor agrees to pay to the Property Owners at the closing, the difference, if any, in cash between the selling price set out in the Counter Offer and the asking price established in Section 4.

6. **Guaranteed Purchase After 270 Days.** If the Property Owners have attempted to sell their Property under either of the methods provided in Section 4 for a period of at least 270 days, then Property Owners may request, in writing, that the Guarantor purchase their Property. However, Guarantor shall have no obligation to purchase the Property until 270 days have expired from the issuance by the Wisconsin Department of Natural Resources of a license to the Guarantor for the Southeast Expansion and the issuance of all necessary approvals, permits, etc. as maybe required by the City of Franklin to establish and operate the Southeast Expansion. It is the intention of the Guarantor to avoid panic selling prior to the licensing of the Southeast Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that the Guarantor receives the aforesaid licenses, permissions and approvals for the Southeast Expansion, will not be considered in meeting the requirement for sales attempts for 270 days. Guarantor, upon request, will notify the Property Owners in writing of the

date when it has received the aforesaid licenses, permission and approvals for the Southeast Expansion.

Property Owners shall provide proof of advertising for sale or a copy of the listing contract and an affidavit of good faith attempt to sell said Property. Provided the Property Owners have complied with the foregoing procedure, the Guarantor shall purchase the Property at the price established by the procedure set out above in Section 4, subject to the conditions set out below.

7. **Evidence of Title.** Upon fifteen (15) days after making such written request for Guarantor to purchase their property, Property Owners shall provide to the Guarantor a commitment for a title insurance policy to be issued in the name of the Guarantor in the amount of the purchase price as provided above. After receipt of such commitment, the Guarantor shall have thirty (30) days to notify the Property Owners of any defects in title which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured and the Guarantor is unwilling to waive the same, then the Guarantor shall have no obligation to purchase and Property Owners shall have no obligation to convey said Property.

8. **Documents Required For Closing: Prorations: Closing Costs.** In the event that the Property Owners have merchantable title, the closing shall occur within 60 days after the Property Owners give written notice to the Guarantor, or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey said real estate to the Guarantor by

good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing. Property Owners shall warrant and represent that they have neither notice nor knowledge of any:

- A. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
- B. Government agency or court order requiring repair, alteration or correction of any existing condition.
- C. Underground Storage tanks or any structural, mechanical, or other defects of material significance affecting the property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or conditions affecting the property.
- D. Wetland and shoreland regulations affecting the property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen who have provided services or materials for said Property within six (6) months prior to closing. Real estate taxes for the year of

closing shall be prorated based upon the real estate taxes assessed and levied for the prior year and if the residential Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvement, plus the percentage of the taxes which approximates the percentage of the land comprising the Property compared to the total land included in the tax parcel. The Property Owners shall be responsible for and shall pay all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to the Guarantor at closing. Prior to closing the Property Owners shall give the Guarantor, or its agent, the right to inspect the property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of the closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall be presented to the Property Owners prior to closing; or such claim shall be waived. Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the sale price or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or cost thereof.

9. **Termination of Guarantor's Obligations.** This Agreement shall terminate and Guarantor shall have no obligation to purchase or guarantee the purchase price upon the occurrence of all of the following events: (1) Final Closure of the Southeast Expansion; (2) Guarantor serves notice of same upon the Property Owners; and (3) the Property Owners do not notify Guarantor of their exercise of the guarantee

pursuant to Section 4 above within 60 days after service pursuant to (2) above. The notice under (2) above shall be served in the same manner as required for a summons under Ch. 801, Wis. Stats., and shall inform the Property Owners of the exercise of the guarantee and the termination provisions hereunder. Upon timely notice of their exercise of the guarantee by the Property Owners, the terms of this agreement shall remain in full force and effect.

10. **Assignment or Transfer.** Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise transferred by the Property Owners. The guarantee given by Guarantor to guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 9.

11. **Credit for Previous Payments.** Notwithstanding the obligation imposed upon the Guarantor in Section 5 to pay the Property Owners the difference between the selling price and the asking price established in Section 4 and notwithstanding the obligation imposed upon the Guarantor in Section 6 to purchase the Property, the Guarantor shall be entitled to a credit in the amount of any payment it has made to a previous owner of the Property pursuant to any agreement between the Guarantor and the previous owner of the Property similar in nature to this Agreement. This credit shall be applied to reduce the amount the Guarantor might have to pay the Property Owner under section 5 of this Agreement or shall be applied to reduce the

purchase price the Guarantor might have to pay the Property Owner under Section 6 of this Agreement.

It is expressly understood that the parties, by entering into this Agreement, do not waive any rights they may have at law or at equity except as expressly stated herein and that as to construction or enforcement of this obligation, the laws of the State of Wisconsin shall apply.

GUARANTOR: WASTE MANAGEMENT OF WISCONSIN, INC.

BY: _____

TITLE: _____

PROPERTY OWNER: _____

Addendum Three (3) to Exhibit "F"

Re: Extension of Southwest Expansion Agreement to Guarantee Property Value for the Term of the Southeast Expansion

Dear [Property Owner(s)]:

You previously signed an Agreement to Guarantee Property Value, which agreement was one of the benefits provided by Waste Management of Wisconsin, Inc., as a result of its negotiation with the local committee regarding the Southwest Expansion of the Metro Landfill. Waste Management of Wisconsin, Inc., has now reached a final Negotiated Agreement for a Southeast Expansion of the landfill at the Metro Recycling and Disposal Facility. The final Negotiated Agreement for the Southeast Expansion provides that the time period within which your Agreement to Guarantee Property Value remains effective, shall be extended to sixty (60) days after the Closure of the Active Fill Area of the new Southeast Expansion. This provision for extension adds a longer time within which you may exercise your rights under the Agreement by extending the terms of the Agreement to the new expansion.

The final Negotiated Agreement for the Southeast Expansion provides and Waste Management of Wisconsin, Inc., hereby agrees that the terms and benefits of your signed Agreement to Guarantee Property Value are changed and amended as follows:

1. Immediately following the terms "(the 'Expansion'" on page 1 of the Agreement, add: "and as used within this Agreement except as set forth below, 'Expansion' shall mean the Southwest Expansion as well as the Southeast Expansion of the Metro Landfill".
2. All references to a "borrow pit" are deleted.
3. The requirement of a "full narrative appraisal" at Section 4.d., is amended to read as follows:

"An appraisal in the substance of those customarily used by mortgage lending institutions in the Milwaukee metropolitan area (i.e., Fannie Mae 10-25);"

4. Immediately following the term "Expansion" in Section 9. clause i), add:
"('Expansion' as used within this Section 9 means only the Southeast Expansion)".

The reason the reference to the borrow pit is being deleted is that the final Negotiated Agreement for the Southeast Expansion requires the area previously allowing borrow pit use to be used only for passive recreational or agricultural uses. Please note that the above itemized amendments are for your benefit and Waste Management of Wisconsin, Inc., will forward to you a restated Agreement incorporating these amendments. In order to extend the protection of your existing Agreement to Guarantee Property Value, you will have 270 days after you receive this revised Agreement to sign it. Waste Management of Wisconsin, Inc., will send a notice and this revised Agreement to you within thirty (30) days after the day that solid waste initially is received in the Active Fill Area of the Southeast Expansion. A copy of the 30 day letter will also be sent to the Chairman of the Monitoring Committee when it is sent to you. Should you have any questions regarding this letter, please feel free to contact our attorney, David E. Stewart, at (414) 271-7993 or the Monitoring Committee c/o Franklin City Hall.

Very truly yours,

Waste Management of Wisconsin, Inc.

**TAX KEY NUMBERS OF PROPERTIES
WITHIN BOUNDRIES OF EXHIBIT D MAP**

FRANKLIN 940 SECTION 31 NW 1/4

Tax K: 940-9989-000
Tax K: 940-9990-000
Tax K: 940-9991-001
Tax K: 940-9991-002
Tax K: 940-9992-000
Tax K: 940-9993-000
Tax K: 940-9994-000
Tax K: 940-9995-000
Tax K: 940-9995-002
Tax K: 940-9997-000
Tax K: 940-9999-001
Tax K: 940-9999-002
Tax K: 940-9999-004
Tax K: 940-9999-006
Tax K: 940-9999-007
Tax K: 940-9999-008

FRANKLIN 941 SECTION 31 NE 1/4

Tax K: 941-9982-000
Tax K: 941-9983-000
Tax K: 941-9984-001
Tax K: 941-9984-002
Tax K: 941-9985-000
Tax K: 941-9986-000
Tax K: 941-9987-000
Tax K: 941-9989-000
Tax K: 941-9990-000
Tax K: 941-9991-000
Tax K: 941-9992-000
Tax K: 941-9993-000
Tax K: 941-9994-001
Tax K: 941-9994-002
Tax K: 941-9995-000
Tax K: 941-9996-000
Tax K: 941-9997-000
Tax K: 941-9998-000
Tax K: 941-9999-000

FRANKLIN 942 SECTION 32 NW 1/4

Tax K: 942-9997-000
Tax K: 942-9998-000
Tax K: 942-9999-000

FRANKLIN 943 SECTION 32 NE 1/4

Tax K: 943-9996-001

Tax K: 943-9997-004
Tax K: 943-9997-008
Tax K: 943-9998-000
Tax K: 943-9999-000
Tax K: 943-9997-007

FRANKLIN 986 SECTION 32 SE 1/4

Tax K: 986-9997-000
Tax K: 986-9998-001
Tax K: 986-9998-002
Tax K: 986-9999-000

FRANKLIN 987 SECTION 32 SW 1/4

Tax K: 987-9997-000
Tax K: 987-9998-000
Tax K: 987-9999-000

FRANKLIN 988 SECTION 31 SE 1/4

Tax K: 988-9993-000
Tax K: 988-9994-000
Tax K: 988-9995-000
Tax K: 988-9996-000
Tax K: 988-9997-000
Tax K: 988-9998-000
Tax K: 988-9999-000

FRANKLIN 989 SECTION 31 SW 1/4

Tax K: 989-9996-000
Tax K: 989-9997-000
Tax K: 989-9998-001
Tax K: 989-9998-002
Tax K: 989-9998-003
Tax K: 989-9999-001

NORWAY SECTION 1 NE 1/4

Tax K: 010-04-20-01-001000
Tax K: 010-04-20-01-002000
Tax K: 010-04-20-01-003000
Tax K: 010-04-20-01-004000
Tax K: 010-04-20-01-005000
Tax K: 010-04-20-01-006000
Tax K: 010-04-20-01-011000
Tax K: 010-04-20-01-012000
Tax K: 010-04-20-01-013000
Tax K: 010-04-20-01-031000

NORWAY SECTION 1 SE 1/4

Tax K: 010-04-20-01-020000

Tax K: 010-04-20-01-030000

RAYMOND SECTION 5 NW 1/4

Tax K: 012-04-21-05-015000 Partial

Tax K: 012-04-21-05-016000 Partial

Tax K: 012-04-21-05-017000 Partial

Tax K: 012-04-21-05-018000

Tax K: 012-04-21-05-019000

RAYMOND SECTION 5 NE 1/4

Tax K: 012-04-21-05-012000

Tax K: 012-04-21-05-013000

RAYMOND SECTION 5 SW 1/4

Tax K: 012-04-21-05-021000 Partial

Tax K: 012-04-21-05-023000 Partial

RAYMOND SECTION 6 NW 1/4

Tax K: 012-04-21-06-010000

Tax K: 012-04-21-06-010010

Tax K: 012-04-21-06-010020

Tax K: 012-04-21-06-012100

Tax K: 012-04-21-06-012000

Tax K: 012-04-21-06-013000

Tax K: 012-04-21-06-015000

Tax K: 012-04-21-06-016000

Tax K: 012-04-21-06-017000

RAYMOND SECTION 6 NE 1/4

Tax K: 012-04-21-06-001000

Tax K: 012-04-21-06-001005

Tax K: 012-04-21-06-002000

Tax K: 012-04-21-06-003000

Tax K: 012-04-21-06-004000

Tax K: 012-04-21-06-005000

Tax K: 012-04-21-06-007000

Tax K: 012-04-21-06-008000

Tax K: 012-04-21-06-009000

Tax K: 012-04-21-06-011000

Tax K: 012-04-21-06-012000

Tax K: 012-04-21-06-014000

Tax K: 012-04-21-06-017000

Tax K: 012-04-21-06-070000

RAYMOND SECTION 6 SW 1/4

Tax K: 012-04-21-06-006000

Tax K: 012-04-21-06-018000

Tax K: 012-04-21-06-019000

Tax K: 012-04-21-06-020000

Tax K: 012-04-21-06-021000

Tax K: 012-04-21-06-022000

Tax K: 012-04-21-06-025000

Tax K: 012-04-21-06-027000

Tax K: 012-04-21-06-028000

Tax K: 012-04-21-06-029000

Tax K: 012-04-21-06-030000

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-031000

Tax K: 012-04-21-06-032000

Tax K: 012-04-21-06-033000

Tax K: 012-04-21-06-034000

Tax K: 012-04-21-06-035000

Tax K: 012-04-21-06-036000

Tax K: 012-04-21-06-037000

Tax K: 012-04-21-06-038000

Tax K: 012-04-21-06-040000

Tax K: 012-04-21-06-041000

Tax K: 012-04-21-06-042010

Tax K: 012-04-21-06-042000

Tax K: 012-04-21-06-043000

Tax K: 012-04-21-06-044000

Tax K: 012-04-21-06-045000

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-046000

Tax K: 012-04-21-06-047000

Tax K: 012-04-21-06-048000

Tax K: 012-04-21-06-049000

Tax K: 012-04-21-06-050000

Tax K: 012-04-21-06-051000

Tax K: 012-04-21-06-053000

Tax K: 012-04-21-06-054000

Tax K: 012-04-21-06-055000

Tax K: 012-04-21-06-057000

Tax K: 012-04-21-06-058000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

RAYMOND SECTION 6 SE 1/4

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-059000

Tax K: 012-04-21-06-060000

Tax K: 012-04-21-06-062000

Tax K: 012-04-21-06-062000

Tax K: 012-04-21-06-064000
Tax K: 012-04-21-06-065000
Tax K: 012-04-21-06-066000
Tax K: 012-04-21-06-067000
Tax K: 012-04-21-06-068000
Tax K: 012-04-21-06-069000

RAYMOND SECTION 7 NW 1/4

Tax K: 012-04-21-07-012000
Tax K: 012-04-21-07-013000
Tax K: 012-04-21-07-014000
Tax K: 012-04-21-07-015000
Tax K: 012-04-21-07-016000
Tax K: 012-04-21-07-017000
Tax K: 012-04-21-07-018000
Tax K: 012-04-21-07-019000
Tax K: 012-04-21-07-020000

RAYMOND SECTION 7 NE 1/4

Tax K: 012-04-21-07-001000 Partial
Tax K: 012-04-21-07-004000
Tax K: 012-04-21-07-005000
Tax K: 012-04-21-07-006000
Tax K: 012-04-21-07-007000
Tax K: 012-04-21-07-008000
Tax K: 012-04-21-07-010000
Tax K: 012-04-21-07-011000

EXHIBIT G

POST CLOSURE

SITE PLAN

Exhibit "H"

**ZONING PERMITS, CONDITIONAL USE PERMITS
AND SUMMARY OF EXISTING, PERMITTED USES.**

1. Resolution No. 86-2795 authorizing corrugated cardboard recycling center.
2. Resolution No. 93-4031 authorizing the processing of Recyclable Materials.
3. Resolution No. 95-4325 authorizing extension of recycling area.
4. Yard Waste composting zoning permit granted April 23, 1992.
5. Leachate Pre-treatment facility zoning permit granted January 13, 1994.
6. Bioremediation Treatment Operations.
7. Landfill gas extraction and processing operation.
8. Open Field Composting Zoning Permit granted October 18, 1996.

ORDERLY CONDUCT 10.12(3)(c)

produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance.

(c) Delivery of Drug Paraphernalia to a Minor. Any person 18 years of age or over who violates par. (b) by delivering drug paraphernalia to a person under 18 years of age is guilty of a special offense.

(d) Advertisement of Drug Paraphernalia. No person may place in any newspaper, magazine, handbill or other advertisement knowing that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

(e) Exemptions. This subsection does not apply to manufacturers, practitioners, pharmacists, owners of pharmacies and other persons whose conduct is in accordance with Ch. 161, Wis. Stats., as amended from time to time. This section does not prohibit the possession, manufacture or use of hypodermics in accordance with Ch. 161, Wis. Stats., as amended from time to time.

(4) PENALTIES. (a) Any drug paraphernalia used in violation of this section shall be seized by and forfeited to the City. Upon conviction of the offender, the Police Department may destroy the items.

(b) Any person who violates pars. (3)(a), (b) or (d) shall be subject to the penalties set forth in §31.04 of this Municipal Code.

(c) Any person who violates par. (3)(c) shall be subject to double the penalties set forth in §31.04 of this Municipal Code.

10.13 RECEIVING STOLEN PROPERTY. (Cr. #84-829) No person shall intentionally receive or conceal stolen property with a value that does not exceed \$500.

10.14 NOISE AND VIBRATIONS. (Rep. & recr. #88-997) (1) SCOPE. This section shall apply to all sound and vibration originating within the limits of the City.

(2) DEFINITIONS. All terminology used in this section not defined below shall be in conformance with applicable publications of the American National Standard Institute (ANSI) or its successor body.

A-Weighted Sound Level. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

Airblast. An airborne shock wave resulting from detonation of explosives.

Decibel (dB). A unit measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Department. The City Police Department.

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency Work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Equivalent A-Weighted Sound Level (Leq). The constant sound level that in a given situation and time period conveys the same sound energy as the actual time varying A-weighted sound.

Impulsive Sound. Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts and the discharge of firearms.

Motor Vehicle. Any vehicle which is propelled or drawn on land by a motor including, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, snowmobiles, amphibious craft on land, dune buggies or racing vehicles, but not including motorcycles.

Motorcycle. An unenclosed motor vehicle having a saddle for the use of the operator and 2 or 3 wheels in contact with the ground including, but not limited to, motor scooters and minibikes.

Muffler. A device for abating the sound of escaping gases of an internal combustion engine.

Noise. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise Disturbance. Any sound level greater than 80 dBA as measured at the real property boundary of the noise source or beyond 50' from the noise source when originating in or on a public right-of-way or public space.

Person. Any individual, association, partnership or corporation.

Public Right-of-Way. Any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

Public Space. Any real property or structures thereon which are owned or controlled by a governmental entity.

Real Property Boundary. An imaginary line along the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intrabuilding real property divisions.

Sound. An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound Level. The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4 - 1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound Pressure. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space as produced by sound energy.

Unreasonable Annoyance. An excessive, repeated noise, action or other disturbance that is not justified by reason.

Vibration. An oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity or acceleration with respect to given reference point.

(3) NOISE DISTURBANCES PROHIBITED. No person shall make, continue, cause to be made or permit operation of any device on land owned, used or rented by such person including, but not limited to, the following:

(a) Radios, Television Sets, Musical Instruments and Similar Devices. Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound:

1. In such a manner as to create a noise disturbance across a residential real property boundary.

2. In such a manner as to create a noise disturbance at 50' (15 meters) from such device, when operated in or on a public right-of-way or public space.

ORDERLY CONDUCT 10.14(3)(a)3.

3. This paragraph shall apply to all motor vehicles and motorcycles, whether or not registered or licensed.

(b) Loudspeakers/Public Address Systems. Using, operating or permitting the operation of any loudspeaker, public address system or similar device, such that the sound therefrom creates a noise disturbance.

(c) Animals and Birds. Owning, possessing or harboring any animal or bird which frequently or for continued duration, howls, barks, meows, squawks or makes other sounds which create a noise disturbance.

(d) Construction and Tool Use. (Cr. #93-1272) Operating or permitting the operation of any tools or equipment between 9 p.m. and 7 a.m. the following day such that sound therefrom creates a noise disturbance, except for emergency work of public service utilities. Hours of operation may be extended, except on Sundays, for operations or work under public contracts where the Clerk, upon the request of the City Engineer, deems such extension reasonably necessary under the circumstances. The Clerk may revoke such permission upon 24 hour notice to the general contractor of such work, where the Clerk determines the benefits to the community by such extension are outweighed by the noise disturbance created thereby.

(e) Vehicle or Motorboat Repairs and Testing. Repairing, rebuilding, modifying or testing any motor vehicle, boat or motorcycle in such a manner as to cause a noise disturbance.

(f) Explosives, Firearms and Similar Devices. Impulsive sound from explosives, firearms and similar devices shall be regulated solely by the provisions of §ILHR 7.64, Wis. Adm. Code, as amended from time to time, hereby adopted by reference, exclusive of provisions relating to penalties. Any act required to be performed or prohibited by §ILHR 7.64 is required or prohibited by this section.

(g) Emergency Signaling Devices. 1. The sounding or permitting the sounding outdoors of any fire, burglar or emergency government alarm, siren, whistle or similar signaling device such that the sound therefrom creates a noise disturbance, except for actual emergency purposes.

2. Testing a stationary emergency signaling device shall occur at the same time of day each time such a test is performed, but not before 7 a.m. or after 7 p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed 60 seconds.

ORDERLY CONDUCT 10.14(3)(h)

(h) Noise Limits for Vehicles in Use. No person may operate or permit the operation of a motor vehicle on a public right-of-way within the City under any conditions of grade, load, acceleration or deceleration in a manner which exceeds the sound level limits specified in the following table for the category of vehicle at the posted or advisory speed:

MAXIMUM MOTOR VEHICLE PERMISSIBLE SOUND LEVELS,
dBA HIGHWAY OPERATIONS

<u>Vehicle Class</u>	<u>Speed Limit</u>	
	<u>35 mph or Less</u>	<u>Above 35 mph</u>
All motor vehicles or combination vehicles having a G.V.W.R. or G.C.W.R. of less than 10,000 lbs., including passenger motor vehicles, amphibious craft on land and dune buggies	72	79
All motor vehicles or combination motor vehicles having a G.V.W.R. or G.C.W.R. of 10,000 lbs. or greater	86	90
Motorcycles	78	87

(i) Motor Vehicle Racing. 1. No person may operate, permit the operation of or own or control land upon which is operated a motor vehicle engaged in a race in excess of the following:

- a. 1988: 105 dBA.
- b. 1989: 103 dBA.
- c. 1990 and after: 95 dBA.

2. The sound level shall be measured 50' from the noise source.

ORDERLY CONDUCT 10.14(3)(j)

(j) Prohibited. Except as specifically set forth in pars. (a) through (i) above, no person shall make, continue, cause to be made or permit the operation of any device on land owned, used or rented by such person which device makes or causes a noise disturbance.

(4) NOISE REGULATED. (a) Permit Required. 1. No person shall operate, permit the operation or allow their property to be used for such operation of anything which makes or causes a sound at a level between 70 dBA and 79 dBA as measured at the real property boundary of the noise source or beyond 50' from the noise source when operated in a public space without a permit, except as otherwise provided in pars. (3)(f), (h), (i) and (4)(b).

2. Such permits shall be issued by the City Council annually upon payment of a \$75 fee and application stating the name of applicant, address where sound will be made, anticipated dates and times of operation and what technologically reasonable steps to minimize the noise have been taken. Permits may be conditioned upon the applicant taking technologically reasonable steps to minimize the noise.

3. Any person creating or allowing such sound without a permit shall pay double the permit fee in addition to any other penalties authorized by this section.

(b) Variances for Community Events. 1. The City Council may issue variances for single events which create noise from 80-89 dBA measured at the real property boundary or 50' from the source if the noise originates on public space consisting of special public events, such as parades, 4th of July celebrations, St. Martins' Fair, school band playing and similar public, community events which are limited in duration. The variances may limit the hours and duration of the variance and may be conditioned upon the applicant taking technologically reasonable steps to minimize the noise.

2. The variance may be granted upon payment of a \$100 fee and application stating the name of the applicant, address of the event, date and times of operation, what technologically reasonable steps will be taken to minimize the noise and a noise impact statement. The contents of the noise impact statement shall be determined by the City Clerk. The City Council may waive the fee for events sponsored by nonprofit organizations or government.

ORDERLY CONDUCT 10.14(5)

(5) VIBRATIONS REGULATED. (a) Except as otherwise specifically provided in this section, the provisions of Ch. ILHR 7, Wis. Adm. Code, as amended from time to time are hereby adopted by reference and made a part of this section as though fully set forth herein, exclusive of provisions relating to penalties. Any act required to be performed or prohibited by Ch. ILHR 7 is required or prohibited by this section.

(b) In addition to preblast notice required by Ch. ILHR 7, Wis. Adm. Code, contractor shall notify the Department in advance of all blasting.

(6) EMERGENCY EXCEPTION. The provisions of this section shall not apply to the emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

(7) REMEDIES. (a) Immediate Threats to Health and Welfare. 1. The Department shall order an immediate halt to any sound which exposes any person to continuous sound levels in excess of those shown in Table I below or to impulsive sound levels in excess of those shown in Table II below. Within 10 days following issuance of such an order, the City shall apply to the appropriate court for an injunction to replace the order.

TABLE I

CONTINUOUS SOUND LEVELS WHICH POSE AN
IMMEDIATE THREAT TO HEALTH AND WELFARE
(MEASURED AT 50' OR 15 METERS)*

Sound Level Limit dBA	Duration
90	24.00 hours
93	12.00 hours
96	6.00 hours
99	3.00 hours
102	1.50 hours
105	45 minutes
108	22 minutes

* Use equal energy time-intensity trade-off if level varies; find energy equivalent over 24 hours.

TABLE II

IMPULSIVE SOUND LEVELS WHICH POSE AN
IMMEDIATE THREAT TO HEALTH AND WELFARE
(MEASURED AT 50' OR 15 METERS)

Sound Level dBA	Number of Repetitions Per 24 Hour Period
145	1
135	10
125	100

(b) Citizen Suits. 1. Any person may commence a civil action on his own behalf against any person who is alleged to be in violation of any provision of this section. The Circuit Court shall have jurisdiction to grant such relief as it deems necessary.

2. In any action under this section, the City may intervene as a matter of right.

(c) Other. No provision of this section shall be construed to impair any common law or statutory cause of action or legal remedy of any person for injury or damage arising from any violation of this section or from other law.

(8) ENFORCEMENT. (a) Administration. The noise control program established by this section shall be administered by the City Police Department.

(b) Powers of the Department. In order to implement and enforce this section and for the general purpose of sound and vibration abatement and control, the Department shall have, in addition to any other authority vested in it, the power to:

1. Inspect. Stop any motor vehicle or motorcycle operated on a public right-of-way, public space or private property open to the public, reasonably suspected of violating any provision of this section and require the motor vehicle or motorcycle to be inspected or tested as the officer may reasonably require; enter and inspect any place open to the public during the hours when it is open to the public

ORDERLY CONDUCT 10.14(8)(b)2.

without consent and without a warrant; and enter and inspect any private property or place with consent or with a warrant.

2. Records. Require the owner or operator of any commercial or industrial activity to establish and maintain records and make such reports that the Department may reasonably prescribe.

3. Measurements by the Owner or Operator. Require the owner or operator of any commercial or industrial activity to measure the sound level of or the vibration from any source in accordance with the methods and procedures and at such locations and times as the Department may reasonably prescribe and to furnish reports of the results of such measurements to the Department. The Department may require the measurements to be conducted in the presence of its enforcement officials.

4. Impound. Seize and hold any motor vehicle or motorcycle reasonably believed to be useful as evidence.

5. Investigate and Pursue Violations. Investigate and pursue possible violations of this section, including issuance of citations.

6. Delegate Authority. Delegate functions, where appropriate under this section, to other agencies or departments within the City.

(9) PENALTY. (a) Any person who violates any provision of this section shall be subject to a penalty as provided in §10.60 of this chapter.

(b) Each motor vehicle/cycle permitted to be operated in a single space at one time shall constitute a separate offense.

STATE OF WISCONSIN :: CITY OF FRANKLIN :: MILWAUKEE COUNTY

RESOLUTION NO. 86-2795

RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR APPROVAL OF SPECIAL USE FOR
WASTE MANAGEMENT OF WISCONSIN

WHEREAS, Waste Management of Wisconsin has petitioned the Common Council of the City of Franklin for special use of a parcel of land located at 10712 S. 124th Street for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District.

WHEREAS, the petition requested special use approval for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District on the described parcel of land situated in the Northwest one-quarter of Section 31 Township 5 North, Range 21 East, in the County of Milwaukee, Wisconsin, described as follows:

Tax Key No. 940-9999-002 and 940-9999-003

Parcel 2 and Parcel 3 of Certified Survey Map #3943 of a part of NW ¼ of Section 31, T5N, R21E, City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, said petition had been duly referred to the Plan Commission of the City of Franklin for a public hearing thereof pursuant to the requirements of Section 62.23, Wisconsin Statutes, and more particularly for the use of the above described land for the purpose for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District.

WHEREAS, the Plan Commission had advertised and held a public hearing on the petition as a result of which said Commission had recommended to the Common Council that the special use be approved, subject however, to the imposition of certain conditions and restrictions upon the purpose for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District pursuant to the requirements of Section 14.5(8) of Ordinance No. 221, and

WHEREAS, the conditions and restrictions upon the purpose for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District as recommended by the City Plan Commission are as follows:

Page 2

1. A plot plan shall be submitted for approval to the Building Inspector showing building locations and shapes, proposed building elevations and slopes and parking area to adjoining buildings.
2. Prior to occupancy a detailed landscaping plan shall be submitted for approval to the Architectural Board showing the size and locations of trees and shrubs. Said landscaping shall be installed prior to July 1, 1987.
3. Architectural drawings or sketches showing the exterior elevations, floor plans and materials of construction of the proposed building shall be submitted to the Architectural Board for approval.
4. All driveways and parking areas shall be paved with a dust-free surface on or before July 1, 1987.
5. The owner shall landscape and maintain the property in a good aesthetic condition at all times.
6. The owner shall comply with all requirements of the Zoning Code and Building Code regulations on file with the Franklin City Clerk.
7. Prior to occupancy, the owner shall obtain an occupancy permit from the Building Inspector.
8. The owner shall comply with all Federal and State regulations relating to recycling of waste materials.
9. This special use shall be limited to the recycling of corrugated cardboard only and no other items shall be recycled within the proposed structure.

NOW, THEREFORE, BE IT RESOLVED that the conditions and restrictions as recommended by the Plan Commission hereinabove set forth be and the same are hereby adopted and approved as the conditions and restrictions for the location, construction and operation of a corrugated cardboard recycling center in an M-2 General Industrial District.

BE IT FURTHER RESOLVED that in the event the owner does not comply with the conditions and restrictions of this special use, following a ten (10) day notice and failure to comply, the Common Council may revoke the special use permit granted to the owner.

Page 3

BE IT FUTHER RESOLVED that any violations of the terms and conditions of this resolution shall be considered to be a violation of the zoning code and the penalty for such violations shall bear a maximum forfeiture of \$200.00 for each violation upon conviction and a maximum sentence of sixty (60) days imprisonment if such forfeiture is not paid. Each day that such violation continues shall be a separate violation.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to record a certified copy of this resolution with the Register of Deeds for Milwaukee County, Wisconsin.

INTRODUCED this 21st day of October, 1986,
by Alderman Romanowicz, as recommended by the Plan
Commission.

PASSED and adopted at a regular meeting of the Common Council of
the City of Franklin this 21st day of October, 1986.

APPROVED:

Mark E. Miazga
Mark E. Miazga, Mayor

ATTEST:

Sandra L. Thompson
City Clerk

AYES

4

NOES

1

(Alderman Thomas)

ABSENT

1

(Alderman Franken)

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 93- 4031RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR APPROVAL OF SPECIAL USE FOR
WASTE MANAGEMENT OF WI, INC.(D/B/A: METRO RECYCLING & DISPOSAL FACILITY)
10712 SOUTH 124TH STREET

WHEREAS, Raymond Seegers (on behalf of: Waste Management of WI, Inc.) has petitioned the Common Council of the City of Franklin for special use of a parcel of land located in the Northwest 1/4 of Section 13, City of Franklin, for the processing of Recyclable Materials.

WHEREAS, the petition requested special use approval on property legally described as follows:

Tax Key No. 940-9999-007

Parcel 3 of Certified Survey Map #3943, part of the Northwest 1/4 of Section 31, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; except part described in Document No. 6155236.

WHEREAS, said petition has been duly referred to the Plan Commission of the City of Franklin for a public hearing thereof pursuant to the requirements of Section 62.23, Wisconsin Statutes, and more particularly for use of the above described land.

WHEREAS, the Plan Commission had advertised and held a public hearing on the petition as a result of which said Commission had recommended to the Common Council that the special use be approved, after finding conformance with the standards for the granting of a Special Use.

WHEREAS, the conditions and restrictions for the purpose to process recyclable materials.

1. This Special Use Permit is issued to the previously legally described property for use as:

Process Recyclable Materials, such as cardboard, newspapers, glass, plastics, etc.

2. This Special Use shall restrict the location of the subject building at the site identified on Exhibit "A" (attached hereto and made a part of this Resolution).

3. All processing and handling of recyclables shall take place within the Recycling Building as identified on Exhibit "A".

4. Outside processing and handling of recyclables shall be prohibited.

5. The handling of any hazardous material within the subject building shall be prohibited.

6. All applicable conditions and restrictions of Resolution No. 86-2795 shall be followed.

Resolution No. 93- 4031
Waste Management of WI, Inc.
Page 2

7. Pursuant to Section 15.5(8)(1) of the Zoning Ordinance, this Special Use shall become null and void if not established within one (1) year of the date of approval.
8. Commingling of refuse and recyclables shall be prohibited, and the 'Blue Bay System' shall be prohibited.
9. Outside storage of recycled materials shall be permitted subject to the approval of the Planning and Zoning Administrator.

NOW, THEREFORE, BE IT RESOLVED that in the event the owner does not comply with the conditions and restrictions of this Special use following a ten (10) day notice and failure to comply, the Common Council may revoke the Special Use Permit granted to the owner.

BE IT FURTHER RESOLVED that any violations of the terms and conditions of this resolution shall be considered to be a violation of the Zoning Code and penalty for such violations shall bear a maximum forfeiture of \$200.00 for each violation upon conviction and a maximum sentence of sixty (60) days imprisonment if such forfeiture is not paid. Each day that such violation continues shall be a separate violation.

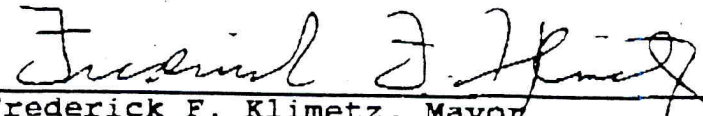
FAILURE OF THE CITY to enforce any violation is not a waiver of that any other violation of this permit.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to record a certified copy of this resolution with the Register of Deeds for Milwaukee County, Wisconsin.


INTRODUCED this 24th day of August, 1993, by Alderman Waltenberger, as recommended by the Planning Commission.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 24th day of August, 1993.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


James C. Payne, Business Administrator

AVES 5
N S 1 (Alderman Thomas)
ABSENT 0

METRO RECYCLING AND DISPOSAL FACILITY

EXHIBIT 'A'

M-2 ZONING

RECYCLING BUILDING
PROPOSED SPECIAL USE

GAS TO ENERGY
FACILITY

OFFICE

SCALE: 1"=100'

TO OAKWOOD RD.

MILWAUKEE COUNTY

U.S. HIGHWAY 46

WAUKESHA COUNTY

X 808.9

X 807.1

804.9
X

X 807.4

806.5
X

X 811.3

805.6

812.4

809.8
X

809.2
X

PAVED
AREA

810

810.6
X

810.7

807.4

805.0

X 809.6

812.6

816.7

X 810.3

X 809.5

X 808.6

808.6
X

V-3140
807.40
X

804.9
X

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 95- 4325RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR APPROVAL OF SPECIAL USE FOR
WASTE MANAGEMENT OF WI, INC.(D/B/A: METRO RECYCLING & DISPOSAL FACILITY)
10712 SOUTH 124TH STREET

WHEREAS, Waste Management of WI, Inc. has petitioned the Common Council of the City of Franklin for special use of a parcel of land located in the Northwest 1/4 of Section 13, City of Franklin, for expanding recycling area by 5.72 acres as per modification and expansion of current facility and adding complementary uses.

WHEREAS, the petition requested special use approval on property legally described as follows:

Parcel 3 of Certified Survey Map #3943, part of the Northwest 1/4 of Section 31, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; except part described in Document No. 6155236.

WHEREAS, said petition has been duly referred to the Plan Commission of the City of Franklin for a public hearing thereof pursuant to the requirements of Section 62.23, Wisconsin Statutes, and more particularly for the use of the above described land.

WHEREAS, the Plan Commission had advertised and held a public hearing on the petition as a result of which said Commission had recommended to the Common Council that the special use be approved, after finding conformance with the standards for the granting of a Special Use.

WHEREAS, the conditions and restrictions for the purpose to process recyclable materials.

- _____ 1. This Special Use Permit is issued to the previously legally described property for use as:

Extension of existing recycling area by 5.72 acres as per current facility modification and expansion, outside wood recycling and unloading area, and berm expansion and upgrading.

- _____ 2. This Special Use shall restrict the expansion of subject building to the site identified on Exhibit "A" (attached hereto and made a part of this Resolution).
- _____ 3. All processing and handling of recyclables shall take place within the Recycling Building, except for the outside wood recycling area, as identified on Exhibit "A".
- _____ 4. Outside processing and handling of recyclables shall be prohibited, except for the recycling of wood products, and unloading on the northwest driveway paved eyebrow expansion.
- _____ 5. The handling of any hazardous material within the subject building shall be prohibited.

Resolution No. 95- 4325
Waste Management of WI, Inc.
Page 2

6. All applicable conditions and restrictions of Resolution No. 86-2795 and Resolution No. 93-4031 shall be followed.
7. Current recycling facility shall expand 100 feet to the north as to recycle all recyclable materials adhering to Resolution No. 93-4031, and shall solely utilize an interior conveyor belt for the purpose of sorting materials to be recycled. Exterior recycling, except for wood recycling, is prohibited. Said future physical expansion shall retain current aesthetics, height, and building density.
8. The northwesterly circular existing driveway shall solely be paved and striped within the interior portion as to perform the duties of wood recycling and unloading trucks. The only process of outdoor recycling at said location shall be wood recycling.
9. The current westerly berm system shall be extended, pursuant to measures of upgrading via the physical northerly addition to gently slope towards the existing building, and to gently slope south towards the existing fence. Said berm shall consist of a six (6) to eight (8) foot height as to hinder views of the proposed wood processing area from South 124th Street. Conversely, a plethora of deciduous and coniferous plantings shall be planted on the proposed berm system extension.
10. The 5.72 acres shall incorporate future recycling uses, in Area A and Area B of Exhibit "A"; however, at this time, said uses of current facility modification, and future physical expansion, paved and striped wood recycling and truck unloading area, and an extended berm system for means of aesthetics and sound reduction shall solely be adhered to Area B.
11. Pursuant to Section 15.5(8)(1) of the Zoning Ordinance, this Special Use shall become null and void if not established within one (1) year of the date of approval.
12. Prior to construction of proposed structure, applicant shall apply for a Building Permit from the Building Inspection Department, and apply for a Site Disturbance Permit from the Engineering Department prior to paving the northwesterly eyebrow driveway for wood recycling and truck unloading. Applicant shall also receive approval from the Architectural Board.

NOW, THEREFORE, BE IT RESOLVED that in the event the owner does not comply with the conditions and restrictions of this Special use following a ten (10) day notice and failure to comply, the Common Council may revoke the Special Use Permit granted to the owner.

Resolution No. 95- 4325
Waste Management of WI, Inc.
Page 3

FAILURE OF THE CITY to enforce any violation is not a waiver of that or any other violation of this permit.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to record a certified copy of this resolution with the Register of Deeds for Milwaukee County, Wisconsin.

INTRODUCED this 7th day of November, 1995, by Alderman Murray, as recommended by the Plan Commission.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 7th day of November, 1995.

APPROVED:


Frederick F. Klimetz, Mayor

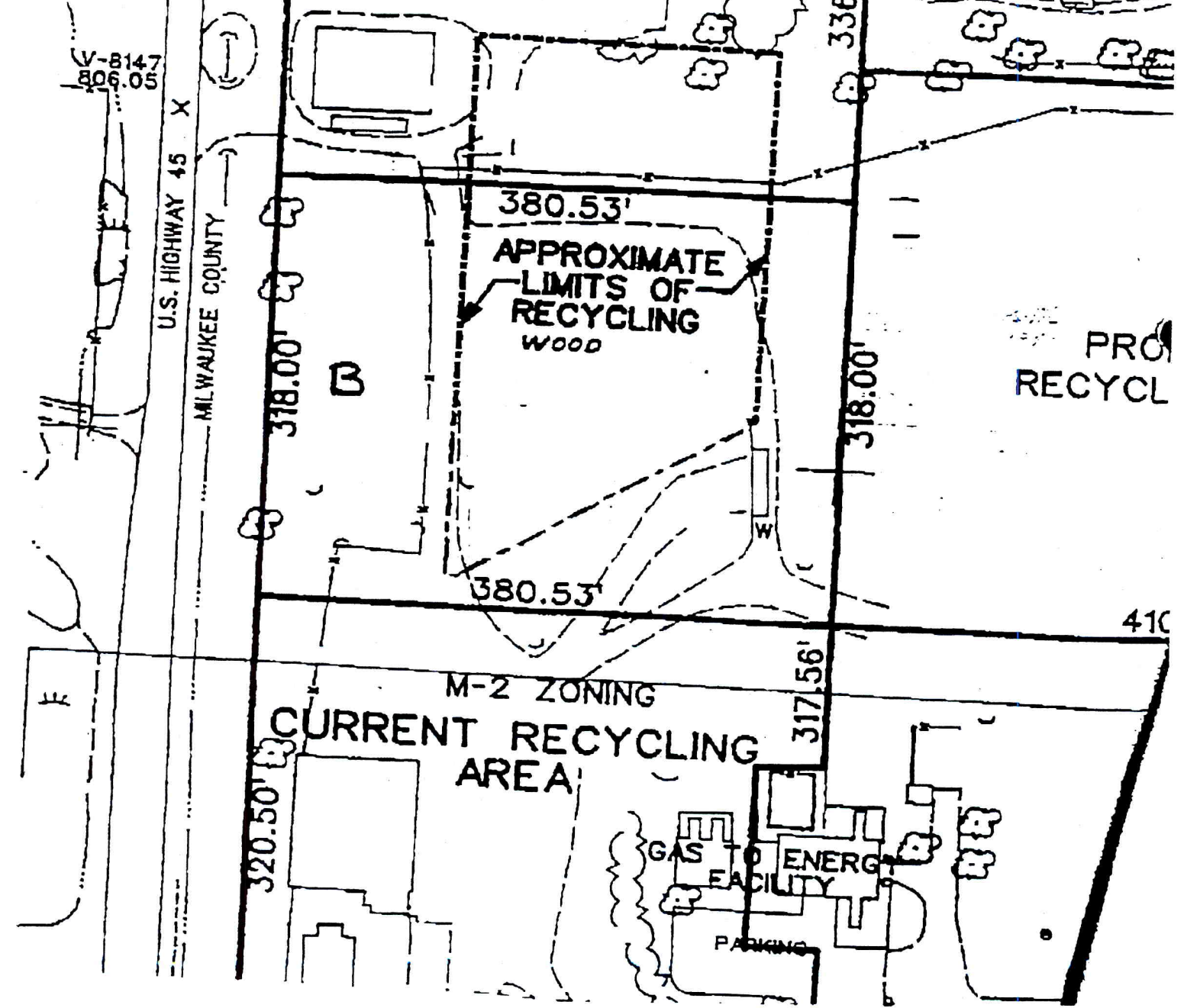
ATTEST:


James C. Payne, Business Administrator

AYES 5
NOES 1 (Ald. Thomas)
ABSENT 0

PARK

EXHIBIT A





City of Franklin

9229 West Loomis Road, P.O. Box 32160, Franklin, Wisconsin 53132-0160 (414) 425-7510

Zoning Permit

Pursuant to the request of the City of Franklin Plan Commission at its meeting of April 23, 1992, the requirements set forth in Section 15.2 the City of Franklin Zoning Ordinance regarding Zoning Permits, and the other specific requirements of the City of Franklin Zoning Ordinance in general, this ZONING PERMIT is issued to:

APPLICANT NAME: Waste Management of Wisconsin, Inc. PHONE: 425-3550

ADDRESS: 10712 So. 124th Street (STH 45)/Franklin, WI 53132

for the following premises:

ADDRESS: 10712 So. 124th Street (STH 45)/Franklin, WI 53132

TAX KEY NO.: 988-9998-000 ZONING OF PARCEL: M-1 Limited
Industrial District

and for the following operation or use:

The applicant hereby agrees to the following specific requirements as specified in the City of Franklin Zoning Ordinance, as well as, all other applicable requirements of that Ordinance which are not listed on this Zoning permit:

1. This Zoning Permit is issued for the use of the subject property for:

Yard Waste Composting Operation

This Zoning Permit is not transferable for other uses on the subject property not stated herein.

2. The applicant shall comply with all requirements of the City of Franklin Zoning Ordinance and Waste Facility Siting Agreement regulations on file with the Franklin City Clerk.
3. Prior to commencement of use, City Engineer, Planning and Zoning Administrator and Fire Inspector shall review the methods, procedures and premises for the use as a Yard Waste Composting Operation in order to determine that all applicable City ordinance and code requirements are met.
4. Prior to commencement of use, the applicant shall obtain an Occupancy Permit from the City Building Inspector.

5. The erection, construction, alteration and location of signs, other advertising structures, marquees and awnings shall be in conformance with the provisions of the City of Franklin Sign Ordinance.
6. Prior to issuance of an Occupancy Permit, applicant shall file with the Planning and Zoning Administrator, a Letter of Credit. Said Letter of Credit, in a form approved by the City Attorney, shall be in an amount of the estimated costs of completing berms and landscaping, as required in the Waste Facility Siting Agreement, along South 112th Street to a distance 300 feet north of northern most point of Composting Operation, and along South County Line Road to a distance 300 feet west of western most points of Composting Operation. The estimated costs shall be submitted to the Planning and Zoning Administrator for approval. The Letter of Credit requirement is pursuant to Section 15.8(5) of the Zoning Ordinance. Said berming and landscaping shall be completed within six (6) months of approval of this Zoning Permit, or the Letter of Credit shall be drawn upon.
7. Trucking to and from the Composting Facility shall be prohibited on South County Line Road and South 112th Street.
8. The Composting Facility shall be located in accordance with Exhibit "A".
9. The performance standards set forth in Section 9.2(6) of the City of Franklin Zoning Ordinance shall be adhered to.
10. This Zoning Permit shall allow only 20,000 cubic yards of compost annually, as defined by the Wisconsin Department of Natural Resources. Applicant shall submit quarterly reports of this operation for review by the Environmental Commission, Quarry/Landfill Subcommittee.

I accept and shall comply with these specific as well as general requirements of the City of Franklin Zoning Ordinance as stated herein.

Robert Borkenhagen

Applicant(s) Name

Robert Borkenhagen

Applicant(s) Signature

5/7/92

Date

*Notes to Applicant:

Zoning Permit is Null and Void if issued in error. It is understood that any Zoning Permit issued will not grant any right or privilege to erect any structures or to use any premises for any purpose that is prohibited by the Zoning Ordinance or any other federal, state or local laws.

Changes in the plans or specifications submitted in the original application shall not be made without prior written approval of the Zoning Administrator.

Enforcement. Failure to comply with Section 15.2 of the City of Franklin Zoning Ordinance relating to Zoning Permits may be enforced pursuant to SECTION 18 of this Ordinance or any other provision of law including, but not limited to, revocation of the Zoning Permit, injunction or other civil suit.

Any violations of the terms of this resolution shall be considered a violation of the Zoning Code and upon conviction the penalty is up to a maximum forfeiture of \$200 and 60 days imprisonment if the forfeiture is not paid. Each day is a separate violation.

Failure of the City to enforce any violation is not a waiver of that or any other violations of this permit.

Date Issued: 5/11/92

Issued By: Bruce S. Krawiec

Name of Zoning Administrator

[Signature]

Signature



City of Franklin

9229 West Loomis Road, P.O. Box 32160, Franklin, Wisconsin 53132-0160 (414) 425-7510

Zoning Permit

Pursuant to the request of the City of Franklin Plan Commission at its meeting of January 13, 1994, the requirements set forth in Section 15.2 of the City of Franklin Zoning Ordinance regarding Zoning Permits, and the other specific requirements of the City of Franklin Zoning Ordinance in general, this Zoning Permit is issued to:

APPLICANT NAME: Waste Management of WI, Inc. PHONE: 529-6180

ADDRESS: 10712 South 124th Street, Franklin, WI 53132

for the following premises:

ADDRESS: 10712 South 124th Street, Franklin, WI 53132

TAX KEY NOS.: 988-9995 & 988-9998 ZONING OF PARCEL: M-1 Limited Industrial Dist.

The applicant hereby agrees to the following specific requirements as specified in the City of Franklin Zoning Ordinance as well as all other applicable requirements of that Ordinance which are not listed on this Zoning Permit:

1. This Zoning Permit is issued for the use of the subject property for:

Leachate Pre-Treatment Facility.

This Zoning Permit is not transferable for other uses on the subject property not stated herein.

2. The applicant shall comply with all requirements of the City of Franklin Zoning Ordinance and Building Code regulations on file with the Franklin City Clerk.
3. Prior to occupancy, the Building Inspector, City Engineer and Fire Inspector shall review the methods, procedures and premises for the use as a leachate pre-treatment facility in order to determine that all applicable City Ordinance and Code requirements are met.
4. Prior to occupancy, the applicant shall obtain an Occupancy Permit from the City Building Inspector.

- _____ 5. Prior to issuance of a building permit by the City of Franklin, applicant shall submit for the review and approval of the City Engineer and City Planning & Zoning Administrator, the following:
- a. A grading plan for the construction area, with City datum.
 - b. A Landscape Plan for the general vicinity of the facility.
 - c. Written approval from Milwaukee Metropolitan Sewerage District.
- _____ 6. Construction of the facility shall be in general conformance with the Site Plan prepared by RUST Environmental and Infrastructure, dated October 27, 1993.
- _____ 7. The performance standards set forth in Section 8.3(1) of the City of Franklin Zoning Ordinance shall be adhered to.
- _____ 8. The applicant shall maintain the property in an aesthetic condition at all times.



City of Franklin

9229 West Loomis Road, P.O. Box 32160, Franklin, Wisconsin 53132-0160 (414) 425-7510

Zoning Permit

Pursuant to the request of the City of Franklin Plan Commission at its meeting of October 10, 1996, the requirements set forth in Section 15.2 of the City of Franklin Zoning Ordinance regarding Zoning Permits, and the other specific requirements of the City of Franklin Zoning Ordinance in general, this Zoning Permit is issued to:

APPLICANT NAME: Metro Recycling & Disposal Facility PHONE: 529-6180

C/O: James M. Dunham

ADDRESS: 10712 South 124th Street
Franklin, WI 53132

TAX KEY NO.: 940-9999-006 ZONING OF PARCEL: M-2 General Industr. Dist.

The applicant hereby agrees to the following specific requirements as specified in the City of Franklin Zoning Ordinance as well as all other applicable requirements of that Ordinance which are not listed on this Zoning Permit:

- _____ 1. This Zoning Permit is issued for the use of the subject property for:

Open Field Composting Operation

This Zoning Permit is not transferable for other uses on the subject property not stated herein.

- _____ 2. The proposed open facility shall be utilized, consistent with the plans submitted by Waste Management of Wisconsin, Inc. dated August, 1996.
- _____ 3. The applicant shall comply with all requirements of the City of Franklin M-2 Zoning Ordinance and Building Code regulations on file with the Franklin City Clerk.
- _____ 4. A six (6) foot fence with barb wire shall surround the property perimeter, per Section 9.3(3)(b) of the City Zoning Ordinance.
- _____ 5. Prior to Zoning Permit approval, applicant shall apply for a Site Disturbance Permit from the Engineering Department.
- _____ 6. The proposal shall comply with all the requirements of Chapter 26 (Fire Safety of the Municipal Code).

7. Erection, construction, alteration and location of signs, other advertising structures, marquees, and awnings shall be in conformance with the provisions of the Franklin Sign Ordinance.
8. The performance standards set forth in Section 9.2(6) of the City of Franklin Zoning Ordinance shall be adhered to.
9. If facility utilization does not substantially commence within six (6) months of approval of this Zoning Permit, this Zoning Permit shall become null and void.

I accept and shall comply with these specific, as well as, general requirements of the City of Franklin Zoning Ordinance as stated herein.

METRO RECYCLING & DISPOSAL FACILITY / James M Dunham
Applicant(s) Name

James M Dunham
Applicant(s) Signature

Oct 18, 1996
Date

* Notes to Applicant:

ZONING PERMIT IS NULL AND VOID if issued in error. It is understood that any Zoning Permit issued will not grant any right or privilege to erect any structures or to use any premises for any purpose that is prohibited by the Zoning Ordinance of any other Federal, State or local laws.

CHANGES in the plans or specifications submitted in the original application shall not be made without prior written approval of the Zoning Administrator.

ENFORCEMENT. Failure to comply with Section 15.2 of the City of Franklin Zoning Ordinance relating to Zoning Permits may be enforced pursuant to Section 18 of this Ordinance or any other provision of law including, but not limited to, revocation of the Zoning Permit, injunction or other civil suit.

Any violations of the terms of this resolution shall be considered a violation of the Zoning Code and upon conviction the penalty is up to a maximum forfeiture of \$200.00 and 60 days imprisonment if the forfeiture is not paid. Each day is a separate violation.

Failure of the City to enforce any violation is not a waiver of that or any other violation of this permit.

DATE ISSUED: 10-18-96

ISSUED BY: Bruce S. Kaniewski
Zoning Administrator

Bruce S. Kaniewski
Signature

Exhibit "I"

Tire Shredding and Storage Regulations

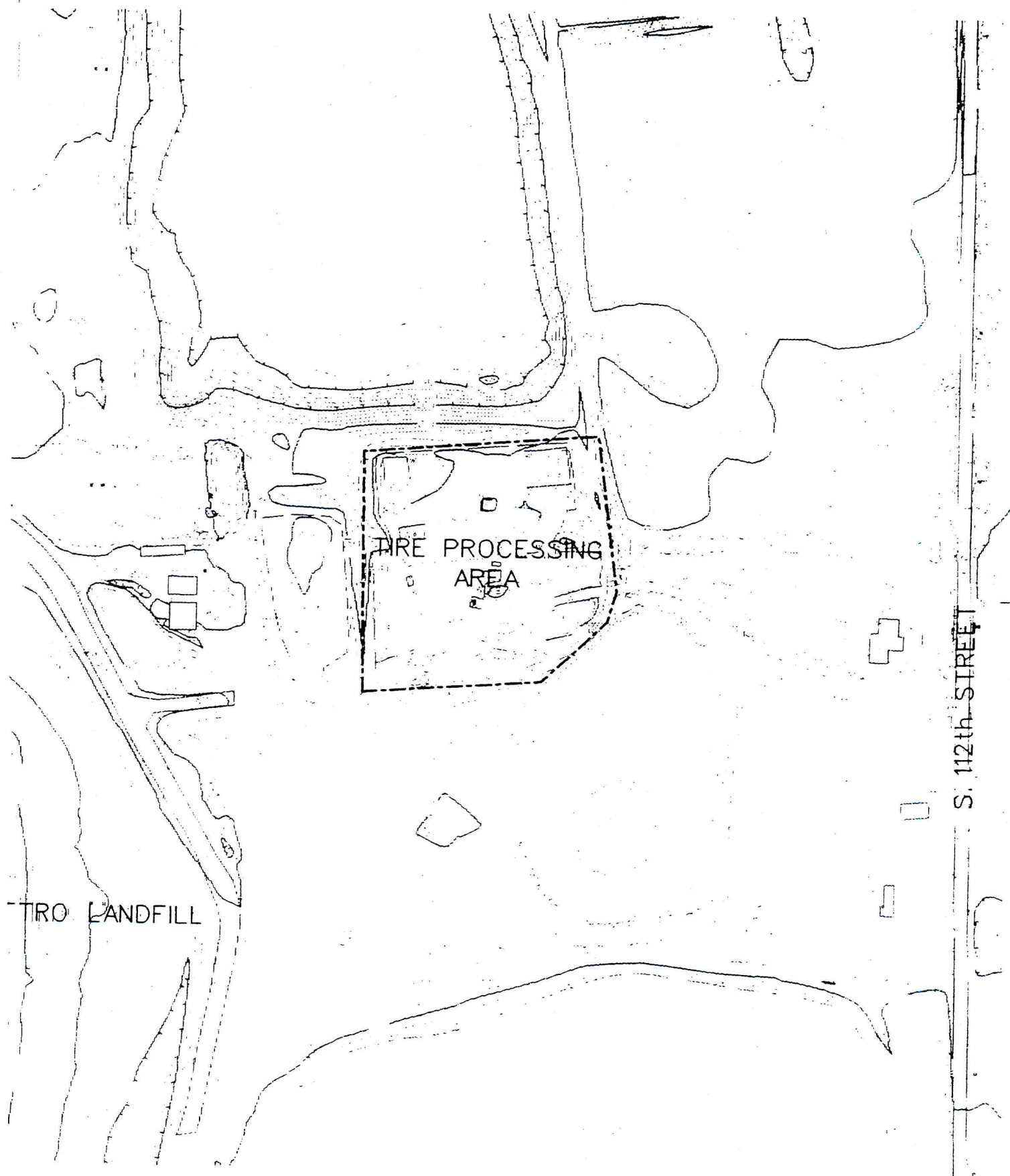
1. The tire shredding and storage use at the Solid Waste Facility shall be located within the Solid Waste Facility in the area delineated on the map attached hereto, as amended from time to time.
2. The entire tire shredding and storage use are shall be enclosed by a fence at least 6 feet in height to prevent unauthorized access and with at least one gate of no less than fifteen (15) feet in width to provide Fire Department vehicle access. A fence around the Solid Waste Facility shall be deemed adequate to meet this requirement.
3. No more than 150,000 tires shall be stored at the Solid Waste Facility at any time and no tire storage pile shall exceed thirty (30) feet in height so as to allow for the effective reach of fire fighting hose streams.
4. The maximum width of any tire storage pile shall not exceed one hundred (100) feet at ground level at any point of the pile.
5. Aisles shall be maintained between all individual piles and shredding equipment of at least fifteen (15) feet to allow the travel of fire equipment to all portions of the tire shredding and storage area.
6. The tire shredding and storage area shall be kept free from the storage of any other materials not required in the shredding and storage activities and free from the accumulation of vegetation, including grasses and weeds.

7. Except as required for the maintenance and/or operation of the equipment no salamanders, braziers, portable heaters and open fires are permitted within the tire shredding and storage area. Smoking shall be prohibited within the tire shredding and storage area, except within such area posted as "smoking allowed", which area shall be no less than fifty (50) feet from any tire storage pile or fuel handling or storage area.

8. Fire extinguishers approved pursuant to NFPA 10, standard for Portable Fire Extinguishers shall be placed and maintained at readily accessible points throughout the tire storage area,

9. No motorized vehicles using gasoline, diesel fuel or liquified petroleum gas fuel shall be parked or stored within the tire shredding and storage area for more than four (4) hours, unless garaged in a separate, detached building. The foregoing prohibition shall not apply to any equipment utilized by the Operator to process tires. The storage and handling of any fuel within the tire shredding and storage area shall conform with NFPA 30 and IHLR 10, Flammable and Combustible Liquids Code; NFPA 58 and IHLR 11, Standard for the Storage and Handling of Liquified Petroleum Gasses and Chapter 26 of the Municipal Code all as amended from time to time.

10. Operator shall maintain at all times within the tire shredding and storage use area, in a location designated by the Franklin Fire Department and posted by the Operator, at least fifty (50) gallons of fire fighting foam concentrate designed for use on tire fires.



METRO RECYCLING & DISPOSAL FACILITY



SCALE 1" = 200'

EXHIBIT J

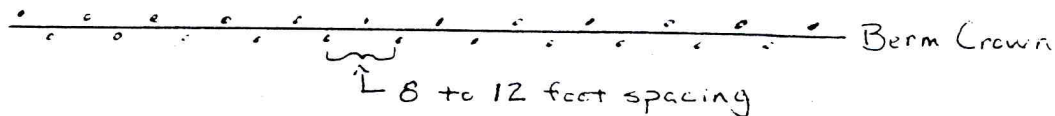
LANDSCAPING PLAN

**Waste Management Landscape Plan, prepared by City of Franklin Planning Department
March 27, 1997**

Below are descriptions of the desired additional landscaping per Area as designation on the attached maps. The attached maps utilize the base map prepared by the Southwest Wisconsin Regional Planning Commission for the city in 1988. The maps do not present an accurate depiction of current site conditions and do not represent site conditions that will change with expansion of the landfill, such as relocated drives from County Line Road or relocated power lines to the east side of the site. The Planning Department, in the preparation of this landscape plan, was not made aware of or had the opportunity to review detailed expansion plans, as would normally be submitted and reviewed by Planning Staff with a typical zoning application. Therefore, to achieve the desired result of maximum screening via vegetation, additional plantings will most likely be needed pursuant to the final site plan.

AREA 1 -- At base of the inside of the exterior double high fence, plant Trumpet Creeper vine or Engelmann Ivy; or alternate every several hundred feet or so. Plant at distance apart for maximum coverage, so that have at least 5 feet height during first growing season. The landscaper's recommendation for spacing of planting must be certified in a letter to the city.

AREA 2 -- Add 50 evergreens to this section of existing berm. Randomly plant three (3) species (Norway Spruce, Colorado Blue Spruce and Austrian Pine) at a minimum planting height of six (6) feet. Plant in a staggered spacing (as shown below) within 2 to 3 feet of the berm crown, with the trunk spacing of 8 to 12 feet between those on one side of the berm crown. Adjust spacing as needed from existing plantings, except number of plantings shall remain the same.



AREA 3 -- Connect the ends of the adjacent existing berms. Plant 60 evergreens on the new berm portion in accordance with standards of Area 2.

AREA 4 -- Add 80 evergreens in accordance with standards of Area 2.

AREA 5 -- Randomly plant 20 trees using a mixture of four (4) species that are appropriate for wet soil conditions (Niobe Weeping Willow, Silver Maple, Hackberry and Hawthorn). Minimum planting size of 2 1/2 inches, measured one (1) foot above tree base or roots.

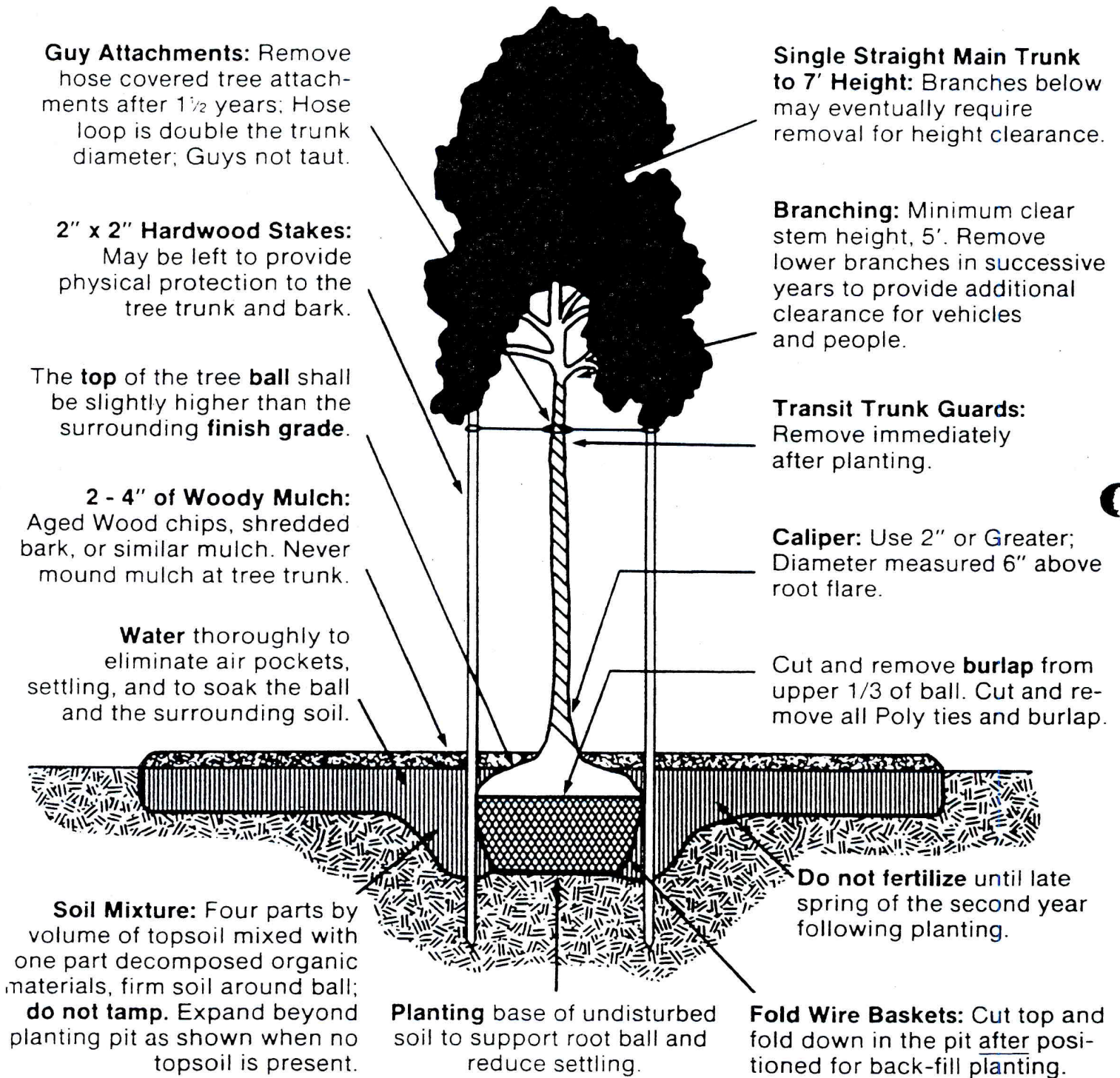
AREA 6 -- Randomly plant 40 trees in accordance with standards of Area 5.

GENERAL CONDITIONS

1. Plant all materials in accordance with attached Recommended Techniques and Procedures.
2. Water new plantings regularly to avoid summer parchement.
3. Trim trees in winter of each year for faster crown growth.
4. Seed and maintain, including watering, of low-maintenance ground cover on berms.
5. Do not plant any materials in adjacent Right-of-ways.
6. Replant if trees, evergreens or vines do not survive, but proper care will avoid replanting.

STREET TREE PLANTING DETAIL

Recommended Techniques & Procedures

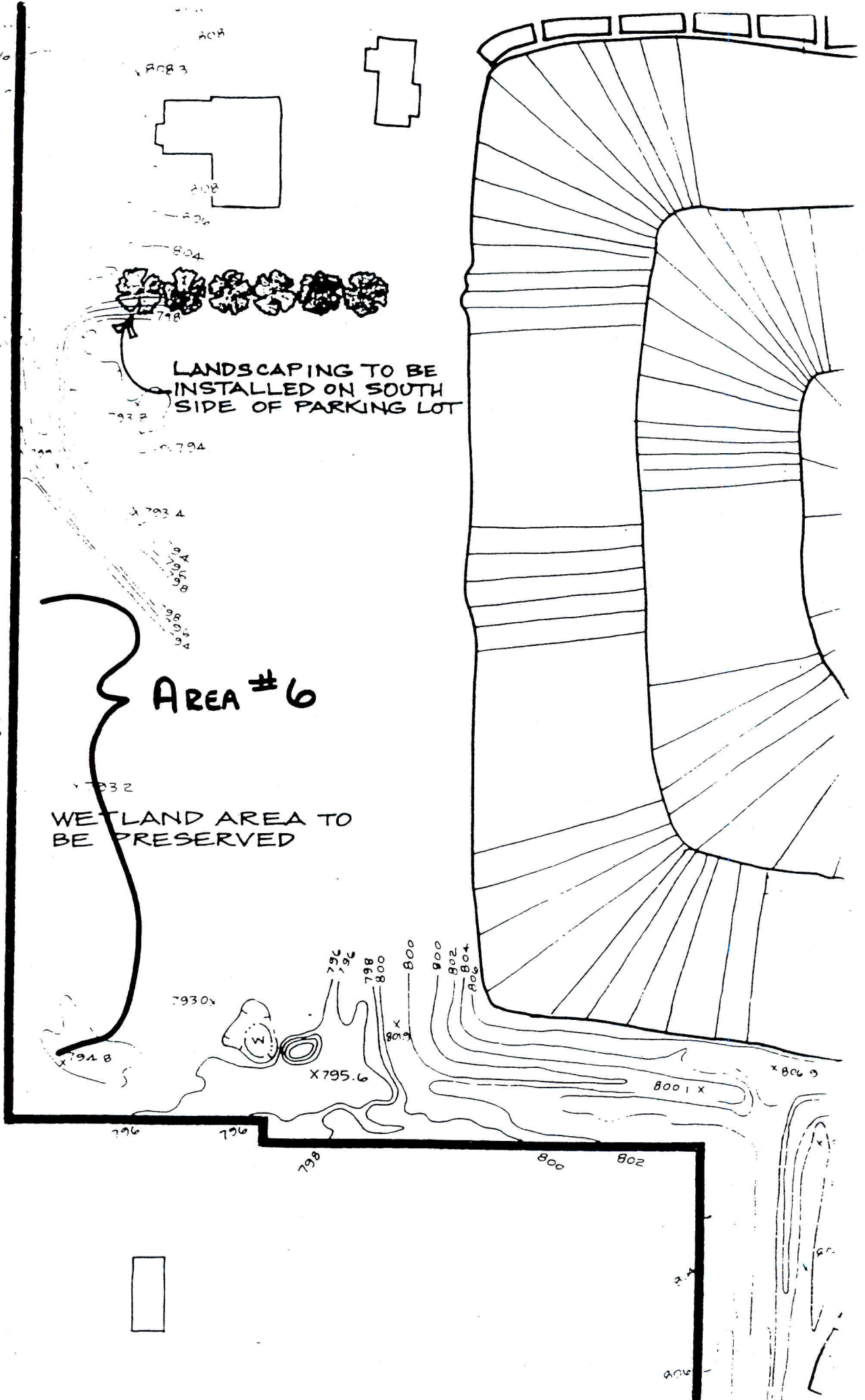


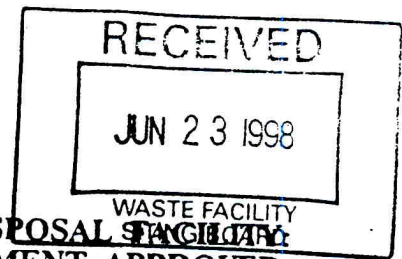
124TH

AREA #6

WETLAND AREA TO
BE PRESERVED

LANDSCAPING TO BE
INSTALLED ON SOUTH
SIDE OF PARKING LOT





**AMENDMENT TO METRO RECYCLING AND DISPOSAL FACILITY
SOUTHEAST EXPANSION NEGOTIATED AGREEMENT APPROVED
BY THE LOCAL COMMITTEE ON MARCH 10, 1998 AND EXECUTED
BY WASTE MANAGEMENT OF WISCONSIN, INC. ON MARCH 28, 1998**

This Amendment to the Metro Recycling and Disposal Facility: Southeast Expansion Negotiated Agreement approved by the Local Committee on March 10, 1998 and executed by Waste Management of Wisconsin, Inc. on March 28, 1998 (the "Agreement"), is made by and among Waste Management of Wisconsin, Inc. and the City of Franklin, City of Muskego, Town of Norway, Town of Raymond, Racine County and Waukesha County (Affected Municipalities), to provide for a more specific Direct Payment division schedule and to correct the legal description of the Solid Waste Facility so as to include the existing recycling facility located at the site as intended by the Committee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The specific percentage distribution schedule of the Monthly Installments and the Final Payment provision of Article VI, Section 1., appearing on page 54 of the Agreement shall be amended to read as follows:

Franklin	65.0%
Muskego	7.5%
Waukesha County	2.5%
Raymond/Norway/Racine County	25.0%
(Racine County to receive 30%; the Town of Raymond to receive 74% of the balance and the Town of Norway to receive 26% of such balance)	

2. Exhibit "B" of the Agreement is hereby amended in such form and content as Exhibit "B" annexed hereto.

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: _____
Mayor

Date: _____

Attest: _____
Clerk

CITY OF MUSKEGO

By: _____
Mayor

Date: _____

Attest: _____
Clerk

TOWN OF NORWAY

By: _____
Chairman

Date: _____

Attest: _____
Clerk

TOWN OF RAYMOND

By: _____
Chairman

Date: _____

Attest: _____
Clerk

RACINE COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk

WAUKESHA COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: [Signature] Mayor

Date: 4/27/98

Attest: [Signature] Clerk

CITY OF MUSKEGO

By: [Signature] Mayor

Date:

Attest: [Signature] Clerk

TOWN OF NORWAY

By: Chairman

Date:

Attest: Clerk

TOWN OF RAYMOND

By: Chairman

Date:

Attest: Clerk

RACINE COUNTY

By: County Executive

Date:

Attest: Clerk

WAUKESHA COUNTY

By: County Executive

Date:

Attest: Clerk

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: _____
Mayor

Date: _____

Attest: _____
Clerk

CITY OF MUSKEGO

By: _____
Mayor

Date: _____

Attest: _____
Clerk

TOWN OF NORWAY

By: William J. Harney
Chairman

Date: 6-10-98

Attest: Kathryn A. Gibbs
Clerk

TOWN OF RAYMOND

By: _____
Chairman

Date: _____

Attest: _____
Clerk

RACINE COUNTY

By: John D. Jankowski
County Executive

Date: _____

Attest: John C. Kennel
Clerk

WAUKESHA COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk

REVIEWED BY FINANCE DIRECTOR
W. J. St. John 5/18/98
Sign Date

2

Date 5-20-98
Certified to be correct as to form
By Mark Vank
Racine County Corporation Counsel

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: _____
Mayor

Date: _____

Attest: _____
Clerk

CITY OF MUSKEGO

By: _____
Mayor

Date: _____

Attest: _____
Clerk

TOWN OF NORWAY

By: _____
Chairman

Date: _____

Attest: _____
Clerk

TOWN OF RAYMOND

By: Alan Jaspersen
Chairman

Date: _____

Attest: James E. Eide
Clerk

RACINE COUNTY

By: John M. Janssen
County Executive

Date: _____

Attest: John C. Kenne
Clerk

WAUKESHA COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk

REVIEWED BY FINANCE DIRECTOR
[Signature] 5/18/98
Sign Date

2

Date 5-20-98
Certified to be correct as to facts
By Mark Janssen
Racine County Corporation Counsel

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: _____
Mayor

Date: _____

Attest: _____
Clerk

CITY OF MUSKEGO

By: _____
Mayor

Date: _____

Attest: _____
Clerk

TOWN OF NORWAY

By: _____
Chairman

Date: _____

Attest: _____
Clerk

TOWN OF RAYMOND

By: _____
Chairman

Date: _____

Attest: _____
Clerk

RACINE COUNTY

By: *Jim De Jacoby*
County Executive

Date: _____

Attest: *Jim O'Connell*
Clerk

WAUKESHA COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk

REVIEWED BY FINANCE DIRECTOR
[Signature] 5/19/98
Sign Date

2

Date 5-20-98
Certified to be correct as to form
By *Mark J. Smith*
Racine County Corporation Counsel

3. This Amendment shall take effect on the date and in the method and manner as the Agreement takes effect.

CITY OF FRANKLIN

By: _____
Mayor

Date: _____

Attest: _____
Clerk

CITY OF MUSKEGO

By: _____
Mayor

Date: _____

Attest: _____
Clerk

TOWN OF NORWAY

By: _____
Chairman

Date: _____

Attest: _____
Clerk

TOWN OF RAYMOND

By: _____
Chairman

Date: _____

Attest: _____
Clerk

RACINE COUNTY

By: _____
County Executive

Date: _____

Attest: _____
Clerk


WAUKESHA COUNTY

By: W. D. Smith
County Executive

Date: 6-16-98

Attest: Patricia E. Madden
Clerk

WASTE MANAGEMENT OF WISCONSIN, INC.

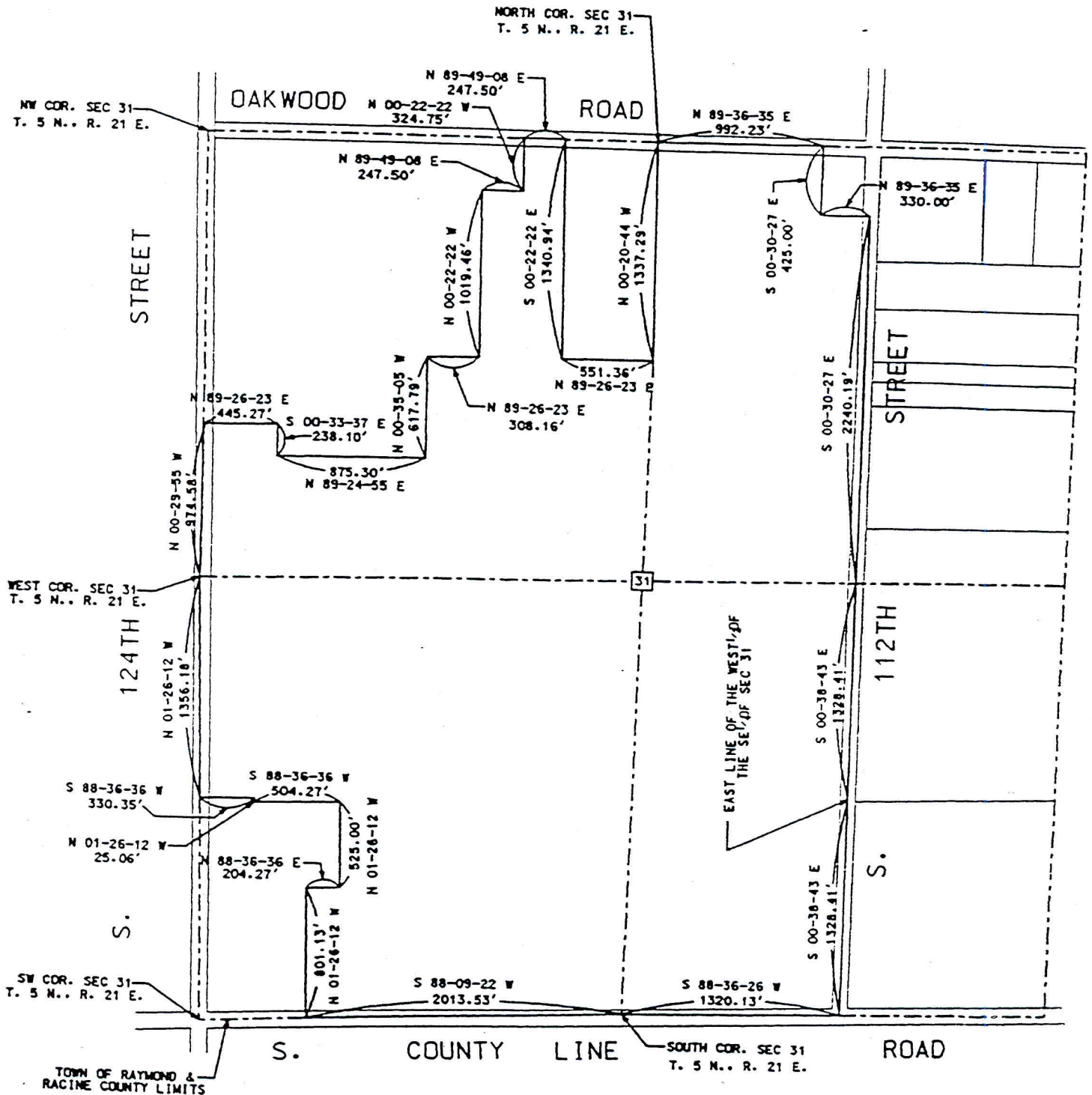
By:  President

Date: 4/30/98

Attest:  Secretary

Exhibit "B"

METRO LANDFILL-SOLID WASTE FACILITY LEGAL DESCRIPTION MILWAUKEE COUNTY, WISCONSIN



DESCRIPTION OF METRO RECYCLING AND DISPOSAL FACILITY
April 1998

A parcel of land located in Section 31, T 5 N, R 21 E, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 31; thence N 88°09'22" E along the south line of the Southwest 1/4 of said Section 31, 630.37 feet to the point of beginning; thence N 01°26'12" W, 801.13 feet; thence N 88°36'36" E, 204.27 feet; thence N 01°26'12" W, 525.00 feet; thence S 88°36'36" W, 504.27 feet; thence N 01°26'12" W, 25.06 feet; thence S 88°36'36" W, 330.35 feet to the west line of the Southwest 1/4 of said Section 31; thence N 01°26'12" W along said west line, 1356.18 feet, to the West 1/4 corner of said Section 31; thence N 00°29'55" W, along the west line of the Northwest 1/4 of said section 31, 974.58'; thence N 89°26'23" E, 445.27 feet; thence S 00°33'37" E, 238.10 feet; thence N 89°24'55" E, 875.30 feet; thence N 00°35'05" W, 617.79 feet (Recorded as 618.10 feet) to the north line of the south 1/2 of the Northwest 1/4 of said Section 31; thence N 89°26'23" E along said north line, 308.16 feet; thence N 00°22'22" W, 1019.46 feet (Recorded as S 00°55'18" W, 1019.25 feet); thence N 89°49'08" E (Recorded as N 88°53'12" W), 247.50 feet; thence N 00°22'22" W (Recorded as S 00°55'18" W), 324.75 feet to the north line of the Northwest 1/4 of said section 31; thence N 89°49'08" E (Recorded as N 88°53'12" W) along said north line, 247.50 feet; thence S 00°22'22" E, 1340.94 feet (Recorded as N 00°55'18" E, 1340.74 feet) to the south line of the North 1/2 of the Northwest 1/4 of said Section 31; thence N 89°26'23" E along said south line, 551.36 feet to the east line of the Northwest 1/4 of said Section 31; thence N 00°20'44" W along said east line, 1337.29 feet to the North 1/4 corner of said Section 31; thence N 89°36'35" E along the north line of the Northeast 1/4 of said Section 31, 992.23 feet; thence S 00°30'27" E, 425.00 feet; thence N 89°36'35" E, 330.00 feet to the east line of the West 1/2 of the Northeast 1/4 of said Section 31; thence S 00°30'27" E along said east line, 2240.19 feet to the south line of Northeast 1/4 of said Section 31; thence S 00°38'43" E along the east line of the West 1/2 of the Southeast 1/4 of said Section 31, 2656.82 feet to the south line of the Southeast 1/4 of said Section 31; thence S 88°36'28" W along said south line, 1320.13 feet to the South 1/4 corner of said Section 31; thence S 88°09'22" W along the south line of the Southwest 1/4 of said Section 31, 2013.53 feet to the point of beginning, containing 381.09 acres of land, more or less.