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ORIGINAL

WASTE FACILITY
SITING BOARD

JUN 8 1988

CONTRACT BETWEEN THE TOWN OF
KNOWLTON AND MARATHON COUNTY
LOCAL COMMITTEE, THE COUNTY OF
MARATHON, THE TOWN OF KNOWLTON AND
WISCONSIN PUBLIC SERVICE CORPORATION
MAY 24, 1988

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LOCAL COMMITTEE, THE COUNTY OF MARATHON, THE TOWN OF KNOWLTON
AND WISCONSIN PUBLIC SERVICE CORPORATION

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**CONTRACT BETWEEN THE TOWN OF KNOWLTON AND MARATHON COUNTY
LOCAL COMMITTEE, THE COUNTY OF MARATHON,
THE TOWN OF KNOWLTON
AND WISCONSIN PUBLIC SERVICE CORPORATION**

This Contract is entered into this _____ day of May, 1988, by and between the Town of Knowlton and Marathon County Local Committee, the County of Marathon, the Town of Knowlton and Wisconsin Public Service Corporation.

WITNESS:

WHEREAS, Wisconsin Public Service Corporation, a Wisconsin corporation, is desirous of locating a Solid Waste Facility specifically described in Exhibit "A" on the real property described in Exhibit "B," which are both incorporated herein by reference, to dispose of certain fly ash and bottom ash from Wisconsin Public Service Corporation Weston I, Weston II and Weston III power generating stations, the Mosinee Paper Corporation at Mosinee, Wisconsin, and the Marshfield Electric & Water Department at Marshfield, Wisconsin, and other sources as may be approved by the Department of Natural Resources and the Town of Knowlton.

WHEREAS, pursuant to sec. 144.445, Wisconsin Statutes, Wisconsin Public Service Corporation and the Town of Knowlton and Marathon County Local Committee have negotiated certain agreements relating to the Solid Waste Facility, and

WHEREAS, the parties wish to formalize those negotiated agreements as authorized by law;

NOW, THEREFORE, it is agreed by and between the parties hereto for and in consideration of the mutual promises herein contained and the sum of money to be hereunto paid as follows:

DEFINITIONS

Active Fill Area means the cells shown on the site map which is attached hereto and incorporated herein by reference on Exhibit "A."

Ash means the solid residue of combustion.

Authorized Transporter means any person or agent of that person who is authorized by Wisconsin Public Service Corporation to transport solid waste to or from the Solid Waste Facility.

Closure Plan means a written report and engineering plans detailing those actions that will be taken by Wisconsin Public Service Corporation to effect proper closure of the Active Fill Area.

County means Marathon County.

Disposal Operations means operations directly related to the disposal of the solid waste in the Active Fill Area at the Solid Waste Facility.

DNR means Department of Natural Resources.

Emergency means an unforeseen circumstance at the Solid Waste Facility or in the transportation of solid waste to or from the Solid Waste Facility that jeopardizes the public health and safety or property in the County of Marathon or the Town of Knowlton.

Emergency Access means the access to the Solid Waste Facility from Legner Road.

Final Closure or Closure means the date at which time no further solid waste shall be transported to or disposed of by any person at the Active Fill Area which shall be the earlier date of any of the following: a) the date Wisconsin Public Service Corporation notifies the Town of Knowlton in writing that Wisconsin Public Service Corporation no

longer will dispose or no longer will allow disposal of any further solid waste at the Solid Waste Facility; b) the date on which any order of the DNR directing Wisconsin Public Service Corporation in writing to no longer dispose or to no longer allow disposal of any further solid waste at the Solid Waste Facility becomes effective after all appeals, if any, by Wisconsin Public Service Corporation are exhausted; c) the date the Active Fill Area contains one million eighty one thousand two hundred (1,081,200) tons of solid waste.

Hazardous Waste means any solid waste identified as hazardous waste by Chapter 144, Wisconsin Statutes (1985-86) or identified as hazardous waste by regulations adopted by the DNR in Chapter NR 181 of the Wisconsin Administrative Code as of January 1, 1988.

Local Approvals means any local approval as defined in sec. 144.445(3)(d), Wisconsin Statutes as of January 1, 1988.

Local Committee shall mean the committee made up of representatives from the Town of Knowlton and Marathon County that have been negotiating this Contract with Wisconsin Public Service Corporation and which was formed pursuant to Wisconsin Statutes, sec. 144.445(7).

Long-Term Care means the routine care, maintenance and monitoring of the Active Fill Area following closing of the Active Fill Area.

Plan of Operation means a written report and any future amendments thereto submitted by Wisconsin Public Service Corporation to and approved by the DNR for the Solid Waste Facility that describes its location, design, construction, documentation, monitoring, sanitation, operation, maintenance, closing and long-term care.

Pre-existing Local Approvals means any pre-existing local approval as defined in sec. 144.445(3)(fm), Wisconsin Statutes as of January 1, 1988.

Private Road means the existing private road running from Balsam Road to the Solid Waste Facility.

Solid Waste means any garbage, ash, refuse, rubbish, sludge from a waste treatment plant, sludge from a water supply treatment plant or sludge from an air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining, 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 Facility means the area contained within the perimeter fence shown on Exhibit "A."

Storage or Store means the holding of solid waste for a temporary period, at the end of which period the solid waste is to be disposed.

Temporary Access means a temporary highway created by the County of Marathon or the Town of Knowlton for accommodation of public travel through lands in the Town of Knowlton.

Town means Town of Knowlton.

Town Clerk means Town Clerk of the Town of Knowlton.

WPSC means Wisconsin Public Service Corporation, a Wisconsin utility organized under the laws of the State of Wisconsin.

WPSC, et al means Wisconsin Public Service Corporation together with its officers, its employees, and its agents.

ARTICLE I

SCOPE OF THE CONTRACT

This Contract governs the activities of WPSC, et al, its authorized transporters, the County and the Town only insofar as they relate to the construction, operation, maintenance and long term care of the Solid Waste Facility. This Contract does not affect nor do the parties contemplate that the Contract affects or deals with or restricts in any manner any other activities of WPSC, et al, its authorized transporters, the County or the Town.

Nothing in this Contract is intended to address any expansion of the Solid Waste Facility or the use of the roads, buildings, equipment storage area, sedimentation basin or other related items at the Solid Waste Facility in connection with any expansion.

ARTICLE II
TRANSPORTATION

1. Designated Roadways.

A. Route of Travel.

WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall not use any Town or County roadway in the Town as a route of vehicle travel for surveying, planning, environmental monitoring and testing, construction, hauling, disposal operations, maintenance, closure, long-term care and emergencies at the Solid Waste Facility other than "designated primary roadway," the "designated secondary roadway" or the "designated limited use roadway."

B. Primary Roadway.

The County and the Town during the term of this Contract and for twenty (20) years after Final Closure designates and authorizes for vehicle use to WPSC, et al, and its authorized transporters the following roadway as the designated primary roadway for vehicle use to or from the Solid Waste Facility in the Town: Highway 51 to Balsam Road to the Private Road. WPSC, et al, and its authorized transporters shall only use the above-noted roadway for vehicle use to or from the Solid Waste Facility in the Town except as noted in subsections C, D, E and F below.

C. Secondary Roadway.

The County and the Town during the term of this Contract and for twenty (20) years after Final Closure designate and authorize for vehicle use to WPSC, et al, and its authorized transporters the following roadway as designated secondary roadway for vehicle use to or from the Solid Waste Facility in the Town: State Highway 153 to County Trunk X to County Trunk C to Legner Road to the Emergency Access to the Solid Waste Facility.

D. Limited Use Roadway.

The County and the Town during the term of this Contract and for twenty (20) years after Final Closure designate and authorize for vehicle use by WPSC, et al, and its authorized transporters the following roadway as its designated limited use roadway in the Town: Highway 51 to County Trunk DB to County Trunk C to Legner Road to the Emergency Access to the Solid Waste Facility. This designated limited use roadway may be used for surveying, planning, environmental monitoring and testing and emergency purposes only.

E. Alternative Roadway - Construction.

The County and the Town during the term of this Contract and for twenty (20) years after Final Closure agree that if the designated primary roadway or any portion of the designated primary roadway has been closed for construction, repair or emergency purposes by the Town, WPSC, et al, and its authorized transporters shall, upon notice to WPSC, use the designated secondary roadway for vehicle use until WPSC has been noticed by the Town that the designated primary roadway has been reopened for vehicle use. Upon receipt of notice from the Town Clerk that the designated primary roadway has been reopened for vehicle use, WPSC, et al, and its authorized transporters shall, within twenty-four (24) hours, cease using the designated secondary roadway and shall use the designated primary roadway.

F. Temporary Roadway.

The County and the Town, during the term of this Contract and for twenty (20) years after Final Closure, agree that if any portion of the designated primary, secondary or limited vehicle use roadways have been closed pursuant to state law, closed pursuant to municipal order of the County or of the Town because of an existing threat to public safety or closed pursuant to this Contract, and if a written application by WPSC for a temporary roadway to the Solid Waste Facility has been received by the County or the Town, the County or the Town shall make all reasonable efforts to provide an appro-

priate temporary roadway. This roadway shall be established and maintained for vehicle use to allow transportation to or from the Solid Waste Facility for WPSC, et al, and its authorized transporters. WPSC, et al, and its authorized transporters in their use of the temporary roadway, will be allowed access to certain public and private lands on or near the designated primary or designated secondary roadways or designated limited use roadway. Any damages or costs incurred by the County or by the Town in establishing and maintaining such temporary roadway for WPSC, et al, and its authorized transporters shall be assumed by WPSC and the costs and damages shall be reimbursed by WPSC within thirty (30) days after the County or the Town submits to WPSC a written invoice of costs and damages.

G. Rules of the Road.

During the term of this Contract and for twenty (20) years after Final Closure, WPSC, et al, and its authorized transporters shall obey the "Rules of the Road" whenever traveling the County or Town roads.

2. Vehicles Covered.

WPSC, et al, and its authorized transporters during the term of this Contract and for twenty (20) years after Final Closure, while transporting solid waste to or from the Solid Waste Facility shall use vehicles that are designed, constructed, loaded and maintained in such a manner as to prevent solid waste in those vehicles from escaping onto any public or private lands.

ARTICLE III

NOTICES

1. Hazardous Waste.

During the term of the Contract and for twenty (20) years after Final Closure, WPSC shall orally notify the DNR and the Town immediately upon learning of any hazardous waste disposal or discharge onto any public or private lands in the Town or within the Solid Waste Facility by WPSC, et al, or its authorized transporters. WPSC shall file a written report within seven (7) business days of its learning of the hazardous waste disposal or discharge with the Town Clerk describing the type, source and amount of hazardous waste deposited or discharged, the date of the occurrence if known and the suspected cause of the occurrence if known.

WPSC will upon knowledge of any such hazardous waste discharge or disposal by WPSC, et al, or its authorized transporters, onto any private or public lands or the Solid Waste Facility take actions necessary to restore the environment to the extent practicable, and minimize the harmful effects from the discharge to the air, lands or waters of the State.

2. Solid Waste Discharge or Spill.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall notify the Town Clerk and the private landowner(s) if privately-owned property is affected within twenty-four (24) hours of any spill caused by WPSC, et al, or its authorized transporters, while transporting solid waste to or from the Solid Waste Facility. WPSC shall, within seven (7) business days of the occurrence, file a written report with the Town Clerk and the private landowner, if privately-owned property is affected, which describes the location of the spill, the source and amount of the spill, the date of the spill and the suspected cause of the occurrence, if known.

WPSC, upon learning of any such spill occurring when solid waste is being trans-

ported to the Solid Waste Facility, shall immediately remove such solid waste from the public or private lands or take such other action as directed by the DNR. WPSC and its authorized transporters, however, shall not be permitted to enter onto private lands to remove any solid waste unless WPSC has received written or oral permission from the owner or occupant of the lands to enter such lands and remove such solid waste. After a spill, WPSC shall immediately seek such permission and as soon as practicable upon receiving such permission, shall remove the solid waste, or take such other action as directed by the DNR.

3. Temporary/Emergency Closing of Solid Waste Facility.

WPSC, during the term of this Contract, shall notify in writing within seven (7) business days the Town Clerk of any temporary or emergency closing and any Final Closure of the Solid Waste Facility, including any ordered temporary closing, ordered emergency closing or ordered Final Closure by the DNR or any other state or federal agency. WPSC shall provide in the written notice the specific reasons for the temporary or emergency closing or the Final Closure.

4. Hazards Notice.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall orally notify the Town Clerk within twenty-four (24) hours of the receipt of information by WPSC of the following known or suspected hazards or occurrences at the Solid Waste Facility: fires, explosions, hazardous waste disposal, contaminated or polluted surface water, contaminated or polluted groundwater or any other occurrence or hazard to the public health or safety or to the natural resources. WPSC shall file a written report within seven (7) business days of the receipt of information regarding the above-noted hazards or occurrences to the Town Clerk describing in detail the specific hazard or occurrence, any known damages to persons or property, and any actions taken or to be taken by WPSC, et. al.

ARTICLE IV
PRIVATE ROADS

1. Construction.

WPSC has constructed a Private Road in accordance with the specifications attached hereto and incorporated herein by reference as Exhibit "C." WPSC will at a minimum provide an all-weather gravel surface on the Private Road prior to any disposal of solid waste at the Solid Waste Facility.

2. Maintenance.

During the term of this Contract and for twenty (20) years after Final Closure, WPSC shall maintain at a minimum an all-weather gravel surface on the Private Road. The County and the Town at no time shall have any construction or maintenance responsibilities for the Private Road, including snowplowing. The Private Road shall be constructed and shall be fully operational prior to any disposal of solid waste at the Solid Waste Facility. WPSC shall make reasonable efforts to maintain the Private Road in a dust-free manner.

3. Road Within Solid Waste Facility.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall construct and maintain a road within the Solid Waste Facility which, at a minimum, shall contain an all-weather gravel surface. This road shall be constructed and shall be fully operational prior to the disposal of any solid waste at the Solid Waste Facility. WPSC shall make reasonable efforts to maintain the road in a dust-free manner.

4. Speed Bumps.

WPSC, during the term of this Contract, shall construct, install, maintain and require the use of speed bumps by any vehicles exiting the Solid Waste Facility onto the Private Road. These speed bumps shall be constructed, installed, maintained and located near the exit of the Solid Waste Facility. These speed bumps shall be installed prior to the disposal of any solid waste at the Solid Waste Facility.

ARTICLE V

AUTHORIZED TRANSPORTERS OF SOLID WASTE AND AUTHORIZED SOURCES OF SOLID WASTE

1. Authorized Transporters.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure and one month prior to the disposal of any solid waste at the Solid Waste Facility, shall prepare and maintain a list of its authorized transporters. This list shall contain the names, addresses and telephone numbers of the authorized transporters and shall be filed with the Town Clerk one (1) month prior to the disposal of any solid waste at the Solid Waste Facility. WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall not authorize or allow anyone to transport solid waste to or from the Solid Waste Facility until their name, address and telephone number has been submitted to the Town Clerk on an updated list.

2. Authorized Sources.

WPSC, during the term of this Contract, shall only dispose of or allow disposal at the Solid Waste Facility of the following types of solid waste from the following sources:

1. Coal-fired fly and bottom ash from WPSC Weston I, Weston II and Weston III generating stations located in the County.
2. Coal-fired fly and bottom ash from the Mosinee Paper Company generating station located in the County.
3. Coal-fired fly and bottom ash from the Marshfield Electric & Water Department generating station located in Wood County, Wisconsin.
4. Other solid waste from other sources as authorized by the DNR and the Town.

ARTICLE VI

OPERATIONS AT THE SOLID WASTE FACILITY

1. Reports.

A. Reports Distributed by WPSC.

The Town Clerk, during the term of this Contract and for twenty (20) years after Final Closure, shall receive copies within seven (7) days of distribution by WPSC of all reports and correspondence provided by WPSC to the DNR or to any other state or federal agency pertaining to the Solid Waste Facility, including but not limited to, technical reports, investigations, testing and monitoring data. These copies shall be provided at no cost to the Town.

B. Reports Received by WPSC.

The Town Clerk, during the term of this Contract and for twenty (20) years after Final Closure, shall receive copies within seven (7) days of receipt by WPSC of all reports and correspondence received by WPSC from the DNR or any other state or federal agency pertaining to the Solid Waste Facility, including but not limited to, technical reports, investigations, testing and monitoring data. These copies shall be provided at no cost to the Town.

C. Test Reports.

The Town Clerk, during the term of this Contract and for twenty (20) years after Final Closure, shall receive copies within seven (7) days of receipt by WPSC of all private well test analysis reports, groundwater monitoring reports, leachate monitoring reports, gas monitoring reports, waste characterization reports, air monitoring reports and any government reports received by WPSC related to the Solid Waste Facility except if said reports are subject to the claim of privilege. These copies shall be provided at no cost to the Town.

2. Hours and Days of Operation.

A. Normal Hours and Days of Operation.

WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall only allow transportation in the Town of solid waste to or from the Solid Waste Facility, and only allow in the Town surveying, planning, environmental monitoring and testing, construction, disposal, disposal operations, maintenance, closure or long-term care related to the Solid Waste Facility between the hours of 7:00 a.m. to 8:30 p.m., Monday through Saturday. WPSC, et al, and its authorized transporters shall not allow transportation of solid waste to or from the Solid Waste Facility, or surveying, planning, environmental monitoring and testing, construction, disposal, disposal operations, maintenance, or closure at the Solid Waste Facility or any other operations at the Solid Waste Facility on Sundays or on the following holidays, namely Christmas Day, Easter, Thanksgiving, Labor Day, New Year's Day, Memorial Day and July 4th.

B. Expanded Hours and Days of Operation.

Notwithstanding the above-noted, certain expanded dates and hours will be allowed as noted below:

1. WPSC, et al, and its authorized transporters from April 1, 1988, until June 30, 1989, only for construction purposes at the Solid Waste Facility, may commence construction at the Solid Waste Facility at 6:00 a.m., Monday through Saturday. They shall terminate construction at the Solid Waste Facility by 8:30 p.m., Monday through Saturday and they shall not commence any construction on any Sundays or holidays.
2. WPSC, et al, and its authorized transporters from July 1, 1989, and for twenty (20) years after Final Closure, for transportation to or from the Solid Waste Facility, disposal, disposal operations and maintenance at the Solid Waste Facility, upon prior written notice by WPSC to the Town Clerk may commence at 12:00 noon transportation to and from the Solid Waste Facility, disposal, disposal operations and maintenance at the Solid Waste Facility and shall terminate such noted operations at the Solid Waste Facility by 8:30 p.m. These expanded dates and hours shall be only on the below-noted days:
 - a. Sundays
 - b. Christmas Day
 - c. Easter
 - d. Thanksgiving
 - e. Labor Day
 - f. New Year's Day
 - g. Memorial Day
 - h. July 4th

These expanded days and expanded hours, as noted in subsection 2, for transportation to and from the Solid Waste Facility, disposal, disposal operations and maintenance shall only be available to WPSC, et al, and its authorized transporters for two days every month, unless additional days or additional hours are approved in writing by the Town.

C. Emergency Hours.

Notwithstanding the above-noted, WPSC, et al, shall be allowed to enter at anytime the Solid Waste Facility should any emergency occur at or near the Solid Waste Facility for the limited purpose of protecting the public health, welfare or safety of persons and protecting property or natural resources at or near the Solid Waste Facility.

3. Miscellaneous Operational Controls.

A. Dust and Debris.

WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall take appropriate measures to reasonably control the blowing of dust and debris from the Solid Waste Facility and to reasonably control the discharge of other materials from the Solid Waste Facility onto properties not owned by WPSC.

WPSC, and its authorized transporters will transport solid waste to and from the Solid Waste Facility, construct the facility, perform daily disposal operations, maintenance, closure, long-term care responsibilities in the Town in such a manner that obnoxious odors, litter, dust, dirt, debris or other materials or substances will not be carried by wind across the boundary of the Solid Waste Facility or onto properties in the Town not owned by WPSC.

B. Fire.

WPSC, et al, during the term of this Contract and for twenty (20) years after Final Closure, shall not construct, operate, maintain, close or provide long-term care at the Solid Waste Facility in a manner that will create a fire hazard.

C. Public Nuisance.

WPSC, et al, and its authorized transporters, during the term of this Contract and extending for twenty (20) years after Final Closure, shall not conduct disposal operations, transport solid waste to or from the Solid Waste Facility, dispose, store, treat or handle solid waste or construct, operate, maintain, close or provide long-term care at the Solid Waste Facility, in such a manner that would constitute a public nuisance or private nuisance, create a public health hazard, pollute the groundwater of properties, other than properties owned by WPSC, pollute the surface water or pollute the air.

D. Hazardous Waste.

WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall not knowingly transport in the County or in the Town hazardous waste to the Solid Waste Facility and shall not knowingly accept, store, receive, dispose or handle any hazardous waste at the Solid Waste Facility.

4. Lockable Gates.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will close and lock all gates at the Solid Waste Facility except during times of disposal or ash removal operations, maintenance, closure, long-term care or emergencies.

5. Location - Active Fill Area.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall keep the Active Fill Area at least two hundred (200) feet from adjacent property.

6. Weeds.

WPSC shall comply fully with all state laws and regulations regarding noxious weeds.

7. Repair, Maintenance and Reconstruction of Solid Waste Facility.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall maintain, repair and reconstruct the Solid Waste Facility and, if necessary, close the

Solid Waste Facility for disposal operations, upon information received by WPSC, et al, that the failure to maintain, repair or reconstruct the Solid Waste Facility or that the failure to close the Solid Waste Facility for disposal operations, would present a danger to the public health, safety or welfare of any persons or would cause damage to the natural resources within the County and the Town.

8. Hazardous Waste.

WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall not apply to the DNR or any other state or federal agency for a hazardous waste permit or hazardous waste license that would allow for hazardous waste storage, treatment or disposal at the Solid Waste Facility, unless written approval is received from the Town.

9. Emergency Preparedness Plan.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall develop, amend, update and maintain an Emergency Preparedness Plan for the Solid Waste Facility. The initial Plan will be completed by WPSC and will be provided to the Town Clerk and the Emergency Government Office of the County in writing at least one (1) month prior to construction of the Solid Waste Facility. This Plan shall be revised and updated every four (4) years. Copies of any revised Plan shall be provided to the Town Clerk and the Emergency Government Office of the County within two (2) weeks of completion.

The Plan will note the generic hazards at the Solid Waste Facility which shall include specifically the potential for the following occurrences: 1) fires and explosions during the construction, disposal operations, maintenance, closure and long-term care at the Solid Waste Facility; 2) discharges and disposal of hazardous wastes from the Solid Waste Facility; 3) discharges of hazardous or dangerous emissions into the air from the Solid Waste Facility; and 4) discharges of pollution or contamination into private water supplies and into surface water from the Solid Waste Facility.

10. Attendant.

A. During Disposal Operations.

WPSC, during the term of this Contract, shall have an attendant employee or attendant agent at the Solid Waste Facility whenever disposal operations are occurring at the Solid Waste Facility.

B. "On Call".

WPSC, during the term of this Contract, shall have an attendant employee or attendant agent "on call" to respond to emergencies whenever disposal operations are not occurring at the Solid Waste Facility or whenever the Solid Waste Facility is closed. The Town Clerk shall be provided in writing by WPSC the name, address and telephone number of all attendant employees and attendant agents who will be at the Solid Waste Facility during disposal operations and who will be "on call" when disposal operations are not occurring at the Solid Waste Facility. These names, addresses, and telephone numbers shall be provided to the Town Clerk prior to the disposal of any solid waste at the Solid Waste Facility and shall be updated in writing as necessary.

11. Responsible Managers.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall provide to the Town Clerk the name(s), address(es), and telephone number(s) of the responsible manager(s) employed by WPSC whose responsibility shall be to manage, control and administer the Solid Waste Facility including the transportation to and from the Solid Waste Facility. These name(s), address(es), and telephone number(s) of the responsible manager(s) shall be provided to the Town Clerk prior to the construction of the Solid Waste Facility and updated in writing as necessary.

12. Buildings.

WPSC and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, shall not construct or maintain any buildings or equipment at the Solid Waste Facility other than the buildings and equipment that are

necessary and appropriate for the construction, disposal operations, maintenance, closure, and long-term care at the Solid Waste Facility or operations related thereto without written approval of the Town.

13. Other Businesses.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall not construct, operate or maintain at the Solid Waste Facility, nor allow any other person to construct, operate or maintain at the Solid Waste Facility, any business, occupation, enterprise or operation other than a disposal operation unless written approval for such business, occupation or operation has been received from the Town. Notwithstanding the above, WPSC, et al, and its authorized transporters, during the term of this Contract and for twenty (20) years after Final Closure, may remove ash from the Active Fill Area.

14. Compliance with Laws and Regulations.

A. Laws.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall comply with all federal and state laws, regulations and final orders.

B. Plan of Operation.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall comply with the Plan of Operation and any Closure Plan for the Solid Waste Facility that has been approved by the DNR and it shall comply with any modifications to the original Plan of Operation and any Closure Plan. A copy of the Plan of Operation for the Solid Waste Facility approved by the DNR and any modifications thereto as may be approved by the DNR is incorporated by reference into this Contract.

15. Municipal Rights at the Solid Waste Facility.

The County and the Town, during the term of this Contract and for twenty (20) years after Final Closure, shall have the following specific rights and responsibilities under this Contract:

A. Access.

The County and the Town and their designated agents shall have the right of access to the Solid Waste Facility and the Private Road at all reasonable times upon twenty-four (24) hours' notice to WPSC for the purpose of monitoring and inspecting the Solid Waste Facility, and monitoring and testing solid waste disposed of at the Solid Waste Facility. While at the Solid Waste Facility, the County and the Town and their designated agents shall be assisted by a representative of WPSC, and they shall be accompanied by a representative of WPSC at all times.

B. Safety Precautions.

The County and the Town and their designated agents, while at the Solid Waste Facility pursuant to subsection A, shall fully comply with any and all WPSC employee safety and health procedures that have been provided to the County and the Town. If safety equipment is required by WPSC, it shall provide the appropriate safety equipment to the County and the Town and their designated agents while at the Solid Waste Facility.

C. Testing.

The County and the Town and their designated agents, while at the Solid Waste Facility shall have the right, at their discretion and expense, to collect and remove samples of dust, solid waste, leachate, and water from the Solid Waste Facility. WPSC may at that time request and shall receive "split" samples of any samples collected and removed from the Solid Waste Facility. The County or the Town shall within seven (7) days of receipt of a sample analysis report provide a copy to WPSC at no cost to WPSC.

16. Erosion and Runoff.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, except as set forth in the Plan of Operation, shall not cause, suffer or permit any surface water runoff or any erosion from the Solid Waste Facility onto the properties not owned by WPSC or onto any public land or public waters in the Town.

17. Standing Open Water.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall make reasonable efforts to cover with fill material all holes or ponds within the Solid Waste Facility to the existing topography, except for the Active Fill Area and the sedimentation basin. WPSC shall not allow standing water at the Solid Waste Facility to exist, except in the Active Fill Area and in the sedimentation basin at the Solid Waste Facility.

18. Surface Water.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall direct all surface water coming in contact with the solid waste at the Solid Waste Facility into the leachate collection system. WPSC shall direct all surface water at the Active Fill Area not coming into contact with the solid waste into a sedimentation basin located at the Solid Waste Facility. WPSC shall not discharge water from the sedimentation basin into any surface water drainage area at the Solid Waste Facility until the surface water discharge meets the regulation and requirements of the DNR.

19. Air Quality.

WPSC will monitor and test air quality as required by the DNR.

20. Closure.

WPSC, from Final Closure of the Solid Waste Facility and for twenty (20) years after Final Closure to the extent ash is not being removed from the Active Fill Area, shall develop and maintain the Active Fill Area as a conservancy area and shall conduct long-term care activities as required by the DNR.

ARTICLE VII

LEGAL ACTIONS

1. Injunction by the County and the Town.

The County and/or the Town, at any time, notwithstanding any provisions of this Contract, upon notice that any anticipated or unanticipated occurrence in the County or in the Town associated with or related to the Solid Waste Facility, including but not limited to, occurrences associated with the transportation to or from the Solid Waste Facility, construction, siting, disposal, design, monitoring, operation, control, maintenance, repairs, closure, administration or long-term care at the Solid Waste Facility does or will present a danger to the health, welfare and safety of any persons, or does or will cause damage to the natural resources in the County or in the Town, or does or will violate provisions of this Contract, may commence a legal action to enforce the provisions of this Contract and/or to require or to enjoin certain actions by WPSC, et al, and its authorized transporters, or by any other person. WPSC, et al, and its authorized transporters and any other person retains the right to assert in its defense, any defense it or they might have in its/their behalf to any action brought by the County and/or the Town.

2. Court Action by the County and the Town.

The County and/or the Town, at any time, notwithstanding any provisions of this Contract, may commence and maintain legal action against WPSC, et al, and its authorized transporters and any other person, under the common law of public nuisance and private nuisance, trespass, negligence, strict liability, agency or any applicable state or federal statutory or common laws, for damages and costs suffered by the County and/or the Town related to any public nuisance, private nuisance or physical injury to any person or any property caused by or alleged to have been caused by WPSC, et al, and its authorized transporters or any other person arising in any way as a result of any anticipated or unanticipated occurrence in the County or in the Town at or associated

with the Solid Waste Facility, including but not limited to, occurrences related to the transportation of solid waste in the County or in the Town to or from the Solid Waste Facility, or to the design, siting, construction, disposal, disposal operation, maintenance, control, repair, administration, monitoring, closure and long-term care at the Solid Waste Facility. WPSC, et al, and its authorized transporters and every other person retains the right to assert in its/their defense, any defense it/they might have to any action brought by the County and/or the Town.

3. Administrative Actions by the County and the Town.

The County and/or the Town, at any time, notwithstanding any provisions of this Contract, if either or both deem it necessary, may petition the DNR under sec. 144.465, Wisconsin Statutes (1986) or sec. 144.725, Wisconsin Statutes (1986) or their successor provisions to initiate action by the DNR against WPSC for a violation or alleged violation by WPSC of any rule, special order, plan approval, license, or any term or other condition of a license established or issued by the DNR. WPSC, et al, and its authorized transporters and every other person retains the right to assert in its/their defense any defense it/they might have to any petition(s).

ARTICLE VIII

ASSIGNMENT

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, may transfer, sell, lease or assign the ownership of the Solid Waste Facility to a Wisconsin public utility or one of its subsidiaries. In addition, WPSC may transfer, sell, lease or assign the Solid Waste Facility with the approval of the Town and the County to any other person or entity. Such approval shall not be unreasonably withheld.

ARTICLE IX

FENCING

1. Solid Waste Facility.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will construct and maintain a fence around the Solid Waste Facility which shall be constructed according to the standards and specifications which are attached hereto and incorporated herein as Exhibit "D." This fence will be maintained in accordance with the Plan of Operation or any modification thereto, and will be located in accordance with the Solid Waste Facility site map, a copy of which is attached hereto and incorporated herein as Exhibit "A."

As a part of the fence around the Solid Waste Facility, WPSC may incorporate the 8-foot chain-link gate with the 50 feet of chain-link fencing on either side of the gate located next to the Legner Road entrance and the Private Road entrance which is described in Sections 4 and 5 below.

2. Sedimentation Basin and Equipment Storage Area.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will construct and maintain a chain-link fence at least eight feet in height surrounding the sedimentation basin and the equipment storage area at the Solid Waste Facility as described in the Plan of Operation.

3. Private Road/Balsam Road Fence.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will construct and maintain a chain-link fence 50 feet in length and 8 feet in height on either side of a lockable gate to be located at the private road access onto Balsam Road.

4. Legner Road Fence.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will construct and maintain a chain-link fence 50 feet in length and 8 feet in height on

either side of a lockable gate to be located at the entrance to the Solid Waste Facility from Legner Road. This chain-link fence shall be located, constructed and maintained at least twenty-five (25) feet west of the Town's right-of-way on Legner Road. The chain-link fence and gate may be part of the fencing around the Solid Waste Facility referred to in Section 1 above.

5. Private Road Fence.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will construct and maintain a chain-link fence 50 feet in length and 8 feet in height on either side of a lockable gate to be located at the entrance to the Solid Waste Facility from the Private Road. The chain-link fence and gate may be part of the fencing around the Solid Waste Facility referred to in Section 1 above.

6. Line Fencing.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will, in the event a contiguous landowner wants to have constructed a line fence along the boundaries of the Legner property owned by WPSC, pay for one-half of the cost of the fencing of the common boundary.

The landowner may select the type of legal fence the landowner desires. If WPSC alone decides to construct a line fence on the common boundary, WPSC will pay 100 percent of the cost of the materials and construction and maintenance of the fence on the common boundary. Fencing constructed under this section shall be constructed and maintained pursuant to sec. 90.02, Wisconsin Statutes, 1985-86.

7. Compliance With Department of Natural Resources' Standards.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will comply with all fencing requirements of the DNR or as set forth in the Plan of Operation or any modifications thereto.

8. Timing of Construction.

All fencing and gates described in each of the preceding sections, except line fencing, will be fully constructed prior to commencement of disposal operations at the Solid Waste Facility.

ARTICLE X
LANDSCAPING

1. Barriers.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall provide and maintain landscaping for the purpose of providing noise and natural aesthetic visual barriers at the Solid Waste Facility.

2. Plantings.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall plant and maintain, except in the emergency access area, at least four (4) rows of evergreen trees along the length of the property line next to Legner Road. These trees shall be planted or replanted in an area at least 25 feet from the Town road right-of-way and extending west of said Town road right-of-way no more than 100 feet. These trees shall be planted by June 1, 1990, with eight-foot spacing between the trees with a minimum height of the trees at planting of 18 to 24 inches. At any time prior to twenty (20) years after Final Closure, the trees shall be replanted by WPSC should these trees not survive for any reason.

3. Maintenance of Barriers.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, in the event the existing natural vegetation noise barrier and the existing natural aesthetic visual barrier area are lost for any reason, will replant said barriers by WPSC with evergreen trees with eight-foot spacing between the trees and the minimum height of the trees of 18 to 24 inches. The planting of these trees by WPSC will take place during the first spring tree planting season after the loss or destruction of the natural vegetation noise barrier and aesthetic visual barrier. The same type of trees shall be replanted by WPSC should these trees not survive for any reason. Exhibit "E", which will be attached to this Contract following clearing of the site, will contain photographs showing the existing natural vegetation at the site. This provision does not apply to the Solid

Waste Facility and the area fifty (50) feet immediately adjacent to the Solid Waste Facility.

4. Berm Maintenance.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, will plant and replant, if necessary and appropriate, all berms at the Solid Waste Facility with grass or other vegetation to prevent or reduce erosion at or near the berms.

ARTICLE XI
ECONOMIC IMPACT

1. Town of Knowlton.

A. Taxes.

WPSC during the term of this Contract and for twenty (20) years after Final Closure, agrees to pay to the Town and the Mosinee School District an annual payment by December 15 of each year which will be equal to the taxes the Town and the Mosinee School District lost during the preceding year by virtue of the construction and maintenance of the Solid Waste Facility and ownership of the Legner property by WPSC. For purposes of determining the amount of the annual "tax loss payment," the Legner property shall be assessed for the term of this agreement and for 20 years after Final Closure as if it continued in the raw, undeveloped state the property was in as of January 1, 1986. In the event of a reassessment of the property by the Town, the Legner property shall be assessed in the same manner and on the same basis as similar lands in the Town which have at the time of the reassessment, the highest and best use which is identical to the actual use of the Legner property on January 1, 1986.

In the event the laws of the State of Wisconsin are amended in a manner which would permit the taxing of the Solid Waste Facility by the Town, WPSC agrees that the Solid Waste Facility may be taxed at the highest and best use as of the date of the amendment.

During the term of the Contract and for twenty (20) years after Final Closure, WPSC agrees to pay the Town and the Mosinee School District by December 15 of each year an annual payment which will be equal to the taxes the Town and the Mosinee School District lost, if any, during the preceding year by virtue of the compensation paid to the property owners listed in Section 2 below.

B. Annual Payments.

Commencing July 1, 1988, and for ten (10) years thereafter (including July 1, 1997), WPSC shall pay the Town on or before July 1 of each year the sum of Six Thousand Dollars (\$6,000.00) per year for the following purposes and in the following amounts:

- 1) \$1,000 for Town clerical expenses
- 2) \$2,000 for meetings
- 3) \$1,000 for consultants
- 4) \$1,000 for tests
- 5) \$600 for legal
- 6) \$400 for miscellaneous costs

\$6,000 TOTAL

Commencing July 1, 1998, and for the next fifteen (15) years thereafter (including July 1, 2012), WPSC shall pay the Town on or before July 1 of each year the sum of Nine Thousand Dollars (\$9,000.00) per year for the above stated purposes.

Commencing July 1, 2013, WPSC shall pay the Town on or before July 1 of each year Eleven Thousand Dollars (\$11,000.00) per year for the above stated purposes up to and including the July 1st of the year after Final Closure. However, after July 1, 2013, WPSC, if requested by the Town, agrees to negotiate in good faith the amount to be paid for items 1), 2), 3), 4), 5), and 6) above.

Notwithstanding anything to the contrary, in the event Final Closure occurs before July 1, 2002, WPSC shall make the annual payments called for above including the July 1, 2002 payment at which time such payments shall cease. Further, in the event Final Closure occurs after July 1, 2002, WPSC's obligation to make the annual payments specified in this section shall cease upon making the July 1st payment for the year following Final Closure.

C. Payment to Town.

WPSC shall pay the Town for its actual negotiation-arbitration expenses related to the proposed Solid Waste Facility a sum not to exceed Ninety Thousand Dollars (\$90,000.00). The Town shall provide WPSC with an itemization of its expenses and copies of all bills submitted to it. WPSC shall pay the Town its actual negotiation-arbitration expenses (up to Ninety Thousand Dollars (\$90,000.00)) within thirty (30) days after submission of its invoices.

D. Special Assessments.

During the term of this Contract and for twenty (20) years after Final Closure, WPSC will pay all special assessments levied against the property described in Exhibit "B." Notwithstanding the preceding sentence, WPSC reserves the right to contest and appeal any special assessment.

2. Substantial Economic Impacts.

WPSC will pay to the following individuals, their heirs or assigns, the sums of money hereinafter specified as compensation for substantial economic impacts which are a direct result of the Solid Waste Facility.

Robert, Norbert and Donald Feit
c/o Robert Feit
901 8th Street
Mosinee, WI 54455 \$2,280.00

Paul and Lorraine Mielke
1618 CTH C
Mosinee, WI 54455 1,264.00

Lucile L. Schwerbel
1115 N. Harriman Street
Appleton, WI 54911 3,630.00

Anna Horak
1386 CTH C
Mosinee, WI 54455 5,500.00

Caroline Mondroski and
Marguerite Usinger (Jointly)
1622 Johnson Creek Road
Mosinee, WI 54455 5,000.00

Said payments shall be made on the date of first construction or January 1, 1989, whichever is earlier.

The receipt and acceptance of said payments does not constitute a waiver of any legal right(s) by those persons and all legal rights are expressly reserved. Receipt and acceptance of those payments shall only constitute a setoff against any additional damages these individuals may have sustained as a direct result of the Solid Waste Facility.

3. Insurance.

During the term of the Contract and for twenty (20) years after Final Closure, WPSC will in good faith attempt to add and maintain the Town as an additional insured on its Environmental Impairment Liability insurance policy.

WPSC will annually provide the Town with a certificate of insurance if the Town is added as an additional insured.

4. Additional Expenses.

A. Reimbursements.

WPSC, during the term of this Contract and for twenty (20) years after Final Closure, shall reimburse within thirty (30) days after the County or the Town submits a written invoice, any reasonable and necessary costs incurred or any reasonable and necessary services provided by the County or the Town in responding to or acting upon the following emergencies:

1. Fires, explosions, accidents or any other emergency occurring at the Solid Waste Facility or on property related to or associated with the Solid Waste Facility or fires, explosions, accidents or any other emergency occurring as a result of disposal operations, construction, operation, maintenance, disposal, closure or long-term care of the Solid Waste Facility or as a result of any transportation of solid waste or hazardous waste to or from the Solid Waste Facility.
2. Spills or discharges of solid or hazardous wastes which occur during the transport by WPSC or its authorized transporters, of solid or hazardous waste to or from the Solid Waste Facility.

B. Specialized Equipment.

The County and Town, during the term of this Contract and for twenty (20) years after Final Closure, shall not be obligated, nor have any duty or responsibility in any way to WPSC, et al, or its authorized transporters to acquire or supply any additional or specialized machinery or equipment to be used for the above-noted occurrences (Subsection 4A) or for any other emergency or occurrence at the Solid Waste Facility.

C. Additional Personnel.

The County and Town, during the term of this Contract and for twenty (20) years after Final Closure, shall not be obligated, nor have any duty or responsibility in any way to WPSC, et al, or its authorized transporters to employ or retain any additional or specialized personnel to be used for the above-noted occurrences (Subsection 4A) or for any other emergency or occurrence at the Solid Waste Facility.

ARTICLE XII

DEFENSE OF LITIGATION AND INDEMNIFICATION

1. Defense of Lawsuits.

During the term of this Contract and for twenty (20) years after Final Closure, WPSC, to the extent a defense is not provided by an insurance company(ies) providing insurance to the Town, County, any elected Town or County official acting in his/her official capacity, any officially appointed member of the Local Committee acting in his/her official capacity, and/or any employee of the Town and/or County acting within the scope of his/her employment, but not other agents or independent contractors of the Town or County, and after the Town, County, and/or said individual(s), notifies and tenders the defense of the claim or suit in a timely manner to such insurers and after such tender is denied, will undertake at its sole expense the defense of any lawsuit brought by any third party(ies) arising out of this Agreement or the construction, operation, maintenance or long-term care of the Solid Waste Facility against the Town, County, any elected Town or County official acting in his/her official capacity, any officially appointed member of the Local Committee acting in his/her official capacity, and/or any employee of the Town or County acting within the scope of his/her employment, but not other agents or independent contractors of the Town or County. If WPSC undertakes the defense of any such claim or suit, it shall have the right to control the defense, including the appointment of counsel and the approval of any settlement.

2. Indemnity.

During the term of this Contract and for twenty (20) years after Final Closure, to the extent insurance coverage is not provided by any source to the Town, County, any elected Town or County official acting in his/her official capacity, any officially appointed member of the Local Committee acting in his/her official capacity, or to any employee of the Town or County acting within the scope of his/her employment but not other agents or independent contractors of the Town or County, WPSC agrees to indemnify

and hold harmless the Town and/or the County, and/or said individual(s) from any judgment (or settlement approved by WPSC as set forth above) arising out of this Agreement or the construction, operation, maintenance or long-term care of the Solid Waste Facility up to the statutory liability limitation set forth in Wisconsin Statutes, sec. 893.80, or its successor provisions, if the action is based on Wisconsin law or to the extent of the Judgment (or settlement approved by WPSC as set forth above) if the action is based on federal laws and is not subject to the limitation set forth in sec. 893.80, Wisconsin Statutes, or its successor provisions. This indemnity agreement is applicable only if insurance money from any source is not sufficient to pay the judgment or settlement and if the Town, County, and/or said individuals have taken all reasonable and necessary actions to invoke any such insurance coverage. This Agreement does not in any manner waive the statutory limitations of liability or any public policy, statutory or other defense available to the Town, County, elected Town or County official, employee of the Town or County or member of the Local Committee. The indemnity is conditioned upon the cooperation of the Town and/or the County, and/or said individual(s) with WPSC in the defense of the lawsuit. To the extent that WPSC pays money pursuant to this indemnity and/or pays for the defense of the claims or suit as provided for herein, WPSC shall be subrogated to and/or be assigned any and all rights and claims that the Town, County, and/or said individuals may have against any insurers, tortfeasor(s) or other potentially responsible person or entity.

3. Limitations of Indemnity.

Notwithstanding the language in Subsections A and B above, WPSC need not defend and/or indemnify the Town, County, any elected Town or County official acting in his/her official capacity, any employee of the Town or County acting within the scope of his/her employment and/or any officially appointed member of the Local Committee acting in his/her official capacity for any intentional tort, any wanton or willful act, or misconduct, or for punitive damages or where the injuries or damages were caused

solely by the negligence of the Town, County, their officers, employees, agents or independent contractors, or by a member of the Local Committee or any combination thereof.

ARTICLE XIII

BALSAM ROAD

1. Reconstruction.

The Town, during the term of this Contract but no later than July 1, 1989, shall have completed reconstruction of that portion of the Balsam Road running from the Balsam Road/Highway 51 interchange to the Private Road in accordance with specifications attached hereto and incorporated by reference as Exhibit "F." The Town shall provide WPSC with written notice at least two (2) weeks prior to the date on which reconstruction of the above-noted portion of Balsam Road will commence. The costs to the Town for the reconstruction of the above-noted portion of Balsam Road shall be fully reimbursed by WPSC within thirty (30) days after the Town submits a written invoice of costs.

2. Subsequent Reconstruction.

The Town, during the term of this Contract and for twenty (20) years after Final Closure, and after completion of the initial reconstruction, may at any time thereafter again reconstruct on one occasion that portion of Balsam Road running from the Balsam Road/Highway 51 interchange to the Private Road. WPSC shall pay to the Town twenty-five percent (25%) of any subsequent reconstruction within thirty (30) days of receipt of an invoice.

3. Maintenance and Repairs.

The Town, during the operation of the Solid Waste Facility and prior to Final Closure, shall repair, resurface and maintain the above-noted portion of Balsam Road. Seventy-five percent (75%) of those costs shall be paid by WPSC within thirty (30) days after receipt of an invoice. For twenty (20) years after Final Closure, the Town shall repair, resurface and maintain the above-noted portion of Balsam Road. Twenty-five percent (25%) of those costs shall be paid by WPSC within thirty (30) days after receipt of an invoice. In the event WPSC removes solid waste from the Active Fill Area during the twenty (20) years after Final Closure, WPSC will pay 50 percent (50%) of the costs of

repairing and maintaining that portion of Balsam Road during each calendar year in which ash is removed from the Active Fill Area within thirty (30) days after receipt of an invoice from the Town.

4. Access During Repairs.

The Town, during the term of this Contract and during the time of any reconstruction, repair or maintenance of Balsam Road after the initial reconstruction, shall make all reasonable efforts to provide or attempt to provide an appropriate one (1) lane roadway. This roadway shall be established and maintained for vehicle use to allow transportation to or from the Solid Waste Facility for WPSC, et al, and its authorized transporters.

5. Snowplowing.

The Town, during the term of this Contract and for twenty (20) years after Final Closure, shall be responsible for snowplowing the above-noted portion of Balsam Road based on its normal snowplowing schedule and methods.

ARTICLE XIV

LOCAL APPROVALS

During the term of this Contract and for twenty-one (21) years after Final Closure, all activities related to the Solid Waste Facility including, but not limited to transportation of solid waste to or from the Solid Waste Facility, are not subject to local approvals of the County or the Town unless the local approvals of the County or the Town were preexisting local approvals.

ARTICLE XV

REMOVAL OF SOLID WASTE

During the term of this Contract and for twenty (20) years after Final Closure, WPSC may remove ash from the Active Fill Area.

ARTICLE XVI
CONTRACT PROVISIONS

1. Term.

The term of this Contract shall be from May 10, 1988 until Final Closure, unless otherwise noted in the specific sections of this Contract.

Notwithstanding the above-noted, WPSC, et al, and its authorized transporters shall not transport solid waste to or commence disposal operations at the Solid Waste Facility until July 1, 1989. WPSC shall cease transporting solid waste to the Active Fill Area upon Final Closure and shall upon Final Closure cease disposal operations at the Active Fill Area.

2. Notice to Parties.

Any notices required by any provision of this Contract shall be addressed to a party as follows, and shall be sent by first class mail, and shall be considered written notice to that party:

- a. To Wisconsin Public Service Corporation at
700 North Adams Street, Green Bay, Wisconsin
53707-9002.
- b. To the County Clerk of the County of
Marathon at 500 Forest Street, Wausau,
Wisconsin 54401.
- c. To the Town Clerk.

3. General Provisions.

A. Headings. Titles to paragraphs herein are for informational purposes only and not to be used in construing the Contract language.

B. Governing Law. This Contract, unless otherwise set forth, shall be construed, enforced and governed in all respects in accordance with the laws, statutes, regulations, and Administrative Code provisions in effect as of January 1, 1988.

C. Nonrestriction of Legal Rights: Nothing in this Contract waives, abridges, restricts, or prohibits WPSC, et al, or its authorized transporters or the County or the Town from contesting any order, action or decision of the DNR or other state or federal agency related in any respect to the Solid Waste Facility or operations related thereto or from exercising in any manner any of its legal rights, except as provided in Article XVI, Section 3G (General Provisions, Cooperation).

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

E. Complete Agreement. This Contract supersedes any prior Contract or agreement, whether oral or written, between the parties applicable to the Solid Waste Facility and represents the complete agreement applicable to the Solid Waste Facility.

F. Presumption of Draftsmanship. In the event it is necessary to construe the language of this Contract, it is agreed the construction shall take place without a presumption of draftsmanship against any party to this Contract.

G. Cooperation. The Town, County and Local Committee agree to cooperate with WPSC in obtaining any subsequent approvals that may be required by the State of Wisconsin prior to construction of the Solid Waste Facility (Exhibit "A") or operation of Cell 1 (Exhibit "A") at the Solid Waste Facility. In the event WPSC does not receive any such subsequent approvals, WPSC shall have no obligation to make any of the payments called for in Article XI, Section 1B (Town of Knowlton, Annual Payments), Article XI, Section 2 (Substantial Economic Impacts), and Article XIII (Balsam Road), except that if the Town has rebuilt Balsam Road prior to the denial of any subsequent approval, WPSC shall reimburse the Town for said costs.

COUNTY OF MARATHON

Dated _____

By _____
Mort McBain
County Administrator

Attested By _____
Lou Ann Fenhaus
County Clerk

TOWN OF KNOWLTON AND
MARATHON COUNTY
LOCAL COMMITTEE

Dated _____

By _____
Anthony Suchanek
Chairman

By _____
Joseph Slembariski

By _____
Glenda Bursky

By _____
Lorraine Maly

By _____
James Pelliterri

By _____
Norman Zell

Dated _____

TOWN OF KNOWLTON

By _____
Joseph Slembariski
Chairman

By _____
James Morris
Supervisor

By _____
Donald Sullivan
Supervisor

By _____
Lorraine Maly
Clerk

Dated _____

WISCONSIN PUBLIC SERVICE
CORPORATION

By _____
E. R. Mathews
Senior Vice President
Power Supply and Engineering

By _____
D.P. Bittner
Assistant Secretary

EXHIBITS

ALL SHOWN
MAY 1988
SCR
JUL
PAGE

EXHIBIT "B"

The East one-half ($E\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$); the West one-half ($W\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and the Northeast one-quarter ($NE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$), all in Section Twenty-three (23), Township Twenty-six (26) North, Range Seven (7) East in the Town of Knowlton, except that part used for highway purposes.

WESTON DISPOSAL SITE NO. 3
ACCESS ROAD
SPECIFICATION NO. WPS-W3-298

DIVISION 3 - TECHNICAL REQUIREMENTS FOR GENERAL CONSTRUCTION

300. GENERAL

- 300.1 The purpose of this project is to provide clearing and grubbing, earthwork, a creek crossing structure, a temporary crushed aggregate base course surface and incidental work for the access road to the Weston Disposal Site No. 3
- 300.2 Contractor shall conform to the applicable requirements of supplements and standards indicated in Divisions 1 and 2 to the requirements herein specified.
- 300.3 The WORK covered by these Specifications shall be constructed, in general, as indicated on the drawings, with any necessary modifications required to assure an efficient, economical, and trouble-free installation. Company reserves the right to review the Contractor's system design before any WORK is released for shop fabrication.
- 300.4 The Company and/or their representative shall have full access to Contractor's or Subcontractor's shop for reviewing progress and determining the acceptability of the WORK being performed.

310. PREPARATORY WORK

311. MOBILIZATION

- 311.1 Mobilization consists of but is not limited to furnishing all labor, equipment, and materials and performing all operations necessary to move personnel, equipment, supplies and incidentals to the project site, to perform all WORK that must be performed before beginning work on the various items for which payment is otherwise provided, and furnishing insurance obtained specifically for this project.

312. DEMOBILIZATION

- 312.1 Demobilization shall include removing all equipment, surplus materials and waste materials from the project site and otherwise cleaning up and restoring the project site to equal to or better than the original status.

313. SURVEY

- 313.1 All survey work shall be performed in accordance with Special Conditions Article 21.0 and as specified herein.
- 313.2 Field survey provided by the Company:
- a. Benchmarks, points of intersection (PI), points of curve (PC) and points of

tangent (PT) staked on centerline.

- b. Right-of-way and slope staking prior to start of construction.
- c. Re-establish the Section Corner Monument.
- d. Periodic checks of grade, alignment, slopes, and cross sections for use of the Company to establish final acceptance.

313.3 Field Survey provided by Contractor:

- a. Construction survey and staking necessary for project control from start of field construction to completion of the project.
- b. Survey for alignment, slope, and cross section to ensure conformance with plans.

320. **EARTHWORK**

321. GENERAL

321.1 Earthwork shall include the following items of work performed in accordance with the corresponding sections of the State Specifications listed except as modified herein.

- a. Clearing: Section 201
- b. Grubbing: Section 201
- c. Unclassified Excavation: Section 205

322. SCOPE OF WORK

322.1 Clearing: This item shall include 88 stations of clearing. See special instructions.

322.2 Grubbing: This item shall include 88 stations of grubbing. See special instructions.

322.3 Unclassified Excavation: A summary of earthwork quantities are given below. Shrinkage was estimated at 25%. The quantity for excavation below subgrade was not used in the calculation of excess excavated material.

Unclassified Excavation (cut & E.B.S.)	48500 cy
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Fill	34273 cy
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Excess Excavated Material	142 cy
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Excavation Below Subgrade (E.B.S.)	2661 cy
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323. **SPECIAL INSTRUCTIONS**

- 323.1 Excess excavated material from excavation shall be used to flatten fill slopes before topsoil is placed.
- 323.2 Clearing and grubbing shall be completed for the entire area between the slope intercepts on the south side of the access road and the North easement limit on the north side of the access road.
- 323.3 Contractor shall perform removal and salvage of trees as specified in Special Conditions, Article 6.0.

330. **DRAINAGE STRUCTURES**

331. **GENERAL**

- 331.1 Drainage structures shall include the following Items of Work performed in accordance with the corresponding Sections of the State Specifications listed, except as modified herein:
 - a. Excavation for Structures,
Pipe Arches, Sta. 65+86 : Section 206
 - b. Granular Backfill : Section 209
 - c. Culvert Pipe, Class III,
24-Inch : Section 520
 - d. Apron Endwalls for Culvert
Pipe, 24-Inch : Section 520
 - e. Structural Plate Pipe Arch,
12'-10" Span : Section 527
 - f. Heavy Riprap : Section 606
 - g. Geotextile Fabric : (Specified Herein)
- 331.1.1 Subsection 206.3.13 of the State Specifications shall be deleted and replaced by the following:
 - a. Haul material excavated from within waters of Peplin Creek to an upland disposal site above ordinary high water mark. Site shall be provided by Contractor.
 - b. Securely dike or contain site by acceptable method that prevents return of potentially polluting materials to water course by surface runoff or by leaching. Complete containment area, whether bulkhead or upland disposal site, prior to placement of any fill material.
 - c. Deposit muddy water from dewatering operations in stilling basin to allow sediment or debris to settle or be filtered before returning to water course.

Location and size of stilling basin or method of filtering will be adequate to prevent siltation of the creek. Bottom of all settling basins shall be at least one ft. above groundwater elevation. Dispose of sediment and debris resulting from settling or filtering process in upland disposal site. Cleaning of sediment basins shall be done as required by Engineer.

331.1.2 Granular backfill shall meet the gradation requirements of Subsection 209.2 of the State Specifications for bedding under a culvert pipe with all particles greater than one inch removed, except that the material shall have less than 5% passing to No. 200 sieve.

331.1.3 The structural plate pipe arch shall be assembled and erected in accordance with the State Specifications and written manufacturers instructions copies of which shall be submitted to ENGINEER prior to construction. Backfill shall be granular backfill compacted to 90% of maximum density as specified in Section 207.3.6.3 of the State Specifications.

331.1.4 The geotextile fabric shall be Supac 5NP or approved equal.

The geotextile fabric shall be insect, rodent, mildew, and rot resistant.

The geotextile fabric shall be furnished in a wrapping which will protect the fabric from ultraviolet radiation and from abrasion due to shipping and hauling. The geotextile is to be kept dry until installed.

Contractor shall furnish the engineer at the time of delivery of the geotextile fabric a manufacturer's Certificate of Compliance that the geotextile fabric as furnished meets the specified requirements.

Fabric ends shall be sealed in a trench as shown on the detail to prevent erosion of the subbase beneath the fabric.

The fabric shall be placed loosely. Pinning or stapling may be required to hold the geotextile in place. Adjacent pieces of the fabric shall be sewn or overlapped 3 feet. All factory and field seams shall be sewn with a thread having the same or greater durability as the material in the fabric. All seams shall develop a tensile strength equal to or greater than 80% of the specified fabric tensile strength. After placement, the fabric shall be exposed no longer than 48 hours prior to covering.

Damaged areas shall be covered with a patch of fabric using a 3 foot overlap in all directions.

Placement of riprap shall be from the base of the slope upward. Height of freefall of riprap shall be limited to 1 foot.

For changes in plan quantities ordered by the Company in field, Geotextile Fabric will be measured by the square yards of surface area upon which the fabric has been placed and accepted.

Geotextile Fabric measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for prepara-

tion, for furnishing and installing the fabric; and for all labor, tools and equipment necessary to complete the work.

332. SCOPE OF WORK

- 332.1 Excavation for Structures, Pipe Arches, Sta. 65 & 86: This item shall include excavation for the three 88 ft. structural plate pipe arches as defined in the State Specifications.
- 332.2 Granular Backfill: This item shall include approximately 1500 cubic yards of granular backfill for the structural plate pipe arch culverts.
- 332.3 Culvert Pipe, Class III, 24-Inch: This item shall include construction of culvert pipes at two locations for fire lane access and one culvert pipe under the access road at the intersection with Balsam Road.
- 332.3 Apron Endwalls for Culvert Pipe, 24-Inch: This item shall include construction of apron endwalls for a culvert pipe inlet and outlet at one location.
- 332.4 Structural Plate Pipe Arch, 12'-10" Span: This item shall include construction of 3-88 foot parallel structural plate pipe arches (S.P.P.A.) for a total quantity of 264 lineal feet.
- 332.5 Heavy Riprap: This item shall include construction of approximately 200 cubic yards of heavy riprap at the inlet and outlets of the S.P.P.A.
- 332.6 Geotextile Fabric: This item shall include construction of approximately 430 square yards of geotextile fabric.

340. **CRUSHED AGGREGATE BASE COURSE**

341. GENERAL

- 341.1 Crushed aggregate base course shall be provided and placed in accordance with Section 304 of the State Specifications, except as modified herein.
- 341.1.1 Aggregate shall conform to Gradation No. 2 of Section 304.2.6 of the State Specifications.

342. SCOPE OF WORK

- 342.1 A layer of crushed aggregate base course shall be provided as shown on the plans and typical sections. Approximately 12,000 tons are required.

343. SPECIAL INSTRUCTIONS

- 343.1 Provide weight tickets to the Company for crushed aggregate base course placed.

350. **TOPSOIL, SEEDING, FERTILIZER, & MULCHING**

351. **GENERAL**

351.1 Topsoil, seeding, fertilizer, and mulching shall include the following Items of Work performed in accordance with the corresponding Sections of the State Specifications listed, except as modified herein.

a. Salvaged Topsoil: Section 625

b. Seeding: Section 630

c. Fertilizer: Section 629

d. Mulching: Section 627

351.1.1 Seed mixture shall be seed mixture no. 2 in accordance with Subsection 630.2.1.5 of the State Specifications.

351.1.2 Fertilizer shall be Type B.

352. **SCOPE OF WORK**

352.1 Salvaged Topsoil: This item includes approximately 57,000 square yards of salvaged topsoil.

352.2 Seeding: This item of work includes approximately 1030 pounds of seeding.

352.3 Fertilizer: This item includes approximately 36 hundred weight (cu y.) of fertilizer.

352.4 Mulching: This item includes approximately 57,000 square yards of mulching.

360. **FENCE**

361. **GENERAL**

361.1 Fence shall include the following Items of Work performed in accordance with the corresponding Sections of the State Specifications listed, except as modified herein.

a. Chain Link Fence, Type A, 6 ft.: Section 616

b. Chain Link Fence, Gates, 24 ft.: Section 616

362. **SCOPE OF WORK**

362.1 Chain Link Fence, Type A, 6 ft.: Approximately 96 lineal feet of chain link fence shall be installed as shown on the plans and details.

362.2 Chain Link Fence, Gates: Approximately 38 (2 locations) feet of 6 foot chain link fence gate shall be installed as shown on the plans and details.

370. **EROSION CONTROL**

371. **GENERAL**

Erosion control shall include the following Items of Work performed in accordance with the corresponding Sections of the State Specifications listed, except as modified herein.

- a. Erosion Mat: Section 628
- b. Silt Fence: (Specified Herein)

371.1.1 Silt fence shall meet the following requirements.

a. Materials:

- 1.) Silt Fence fabric. Silt fence fabric shall consist of either woven or nonwoven polyester, polypropylene, nylon polyethylene, or polyvinylidene chloride with the following requirements:

<u>Test</u>	<u>Requirements * (minimum)</u>
Grab Tensile Strength (Lb) (ASTM D-1681)	100
Equivalent Opening Size U.S. Standard Sieve	20-100
Mullen Burst Strength (psi) (ASTM D-3786)	200
Ultra Violet Radiation Stability (%) (ASTM) G-26/DO 1682-64)	90

*Numerical values represent minimum average roll values (i.e., the average of test results on any roll in a lot should meet or exceed the minimum values in the table).

Geotextile fabric shall be insect, rodent, mildew, and rot resistant.

- 2.) Support Components. Support component shall consist of 14 ga. minimum woven wire fence with maximum mesh spacing of 6 in. or geotextile fabric reinforced with an industrial polypropylene netting, or equal material.
- 3.) Post for wire fence. Metal posts shall be studded "Tee" or "U" type with minimum weight of 1.28 lbs. per foot (without anchor). Suitable anchor plates shall weigh a minimum of 0.57 lb. Wood posts shall have a minimum diameter of 4-inches or minimum 1-1/2-inch x 3-1/2-inch square.

- 4.) Posts for mesh. Posts for supporting polypropylene mesh reinforced geotextile fabric shall be metal or wood. Wood posts shall be oak or hickory a minimum of 1-1/8-inch x 1-1/8-inch square or softwood a minimum 1-1/2-inch x 3-1/2-inch square or 4-inch minimum diameter.

- 5.) Materials after removal become the property of Contractor.

b. Construction:

- 1.) Construction methods. The geotextile fabric shall be attached to the support system with staples or wire rings. When the support system is a wire fence, geotextile fabric shall be secured to the top of the fence or one of the horizontal wires with wire rings at 12-inch spacing.

Fence posts consisting of either steel or wood shall be installed on a slight angle toward the anticipated run-off source, and tie-backs added if necessary.

- 2.) Inspection and maintenance. Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Any deficiencies shall be immediately corrected by Contractor. In addition, Contractor shall make a daily review of the location for silt fences and filter barriers in areas where construction activity changes the earth contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences or filter barriers shall be installed as approved or directed by the Company.

Sediment deposits shall be removed when the deposit reaches approximately one-half of the volume capacity of the temporary silt fence as approved or directed by the Company and disposed as directed by the Company. Any sediment deposits remaining in place after the temporary silt fence is no longer required shall be dressed to conform with the existing grade, prepared and seeded in accordance with standard specifications.

- c. Method of measurement for changes in plan quantities. Silt Fence will be measured by the linear foot completed and accepted. Measurement will be along the base of the fence, center to center of end post, for each section of fence.

- d. Basis of payment. Silt Fence, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing all materials; for erecting fence, including all hauling, excavation, placing of posts, backfilling, attaching woven wire, and debris, excess excavation and surplus material; for any required cleaning and repairing; for removing or spreading the accumulated sediment to form a surface suitable for seeding; for the replacement of silt fence and all damages caused by overloading of sediment material or ponding of water adjacent to the silt fence; for removing fence at completion of project; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

372. SCOPE OF WORK

- 372.1 Erosion Mat: This item includes approximately 3700 square yards erosion mat.
- 372.2 Silt Fence: This item includes approximately 230 lineal feet of silt fence.

380. MISCELLANEOUS CONSTRUCTION

381. GENERAL

- 381.1 Miscellaneous construction shall include the following Items of Work performed in accordance with the corresponding Sections of the State Specification listed, except as modified herein.

- a. Calcium Chloride Surface Treatment: Section 623

- b. Traffic Control: Section 643

- c. Facility Identification Sign: (Specified Herein)

- 381.1.1 Calcium chloride surface treatment shall be applied at the direction of the Engineer.

- 381.1.2 Facility identification signs shall be provided in accordance with the plans and the following specifications.

- a. Posts for signs shall be treated rustic marker posts in accordance with State Specifications Section 615.

- b. Bolts and hardware shall be in accordance with Subsection 615.2.7 of the State Specifications.

- c. Plywood shall be marine grade.

- d. Lettering shall be approved by Engineer prior to construction of the sign.

The lump sum price bid shall be full compensation for furnishing and installing the facility identification and no trespassing sign including all materials, labor, tools, transportation, and equipment.

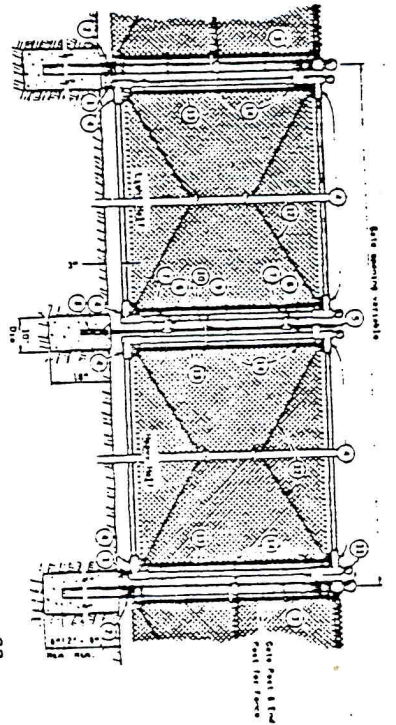
382. SCOPE OF WORK

- 382.1 Calcium Chloride Surface Treatment: This item includes one application of calcium chloride at the direction of the Engineer. The quantity is estimated to be 15 tons.

- 382.2 Traffic Control: Traffic control will be required at the intersection of the access road and Balsam Road.

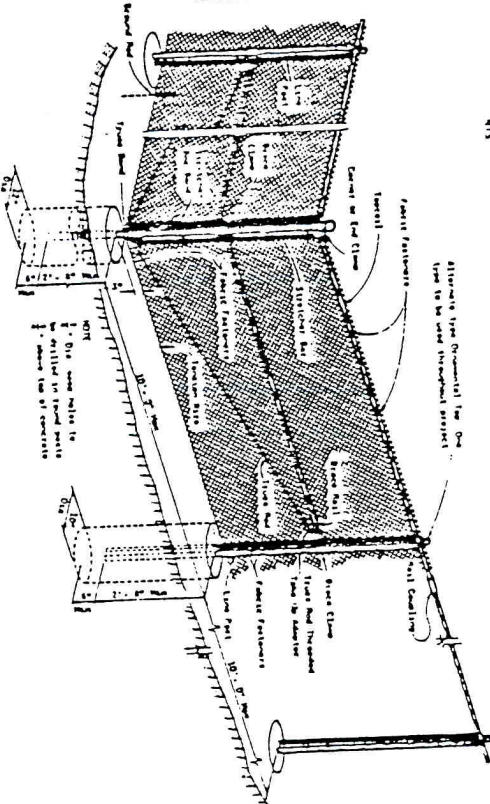
- 382.3 Facility Identification Sign: Two signs will be required at the intersection of the access road and Balsam Road. One shall be the facility identification sign, the other shall be the no trespassing sign.

EXHIBIT "D"



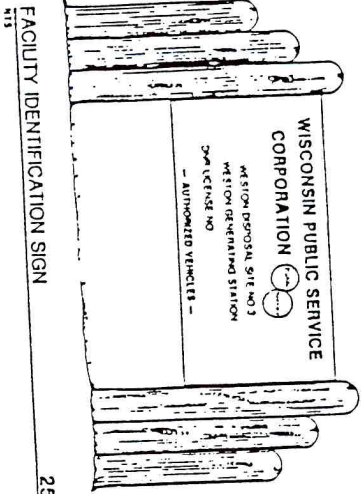
ENTRANCE GATE AND FENCING

22



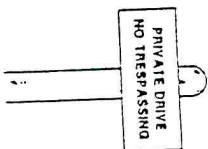
PROTECTIVE FENCING

24



FACILITY IDENTIFICATION SIGN

25



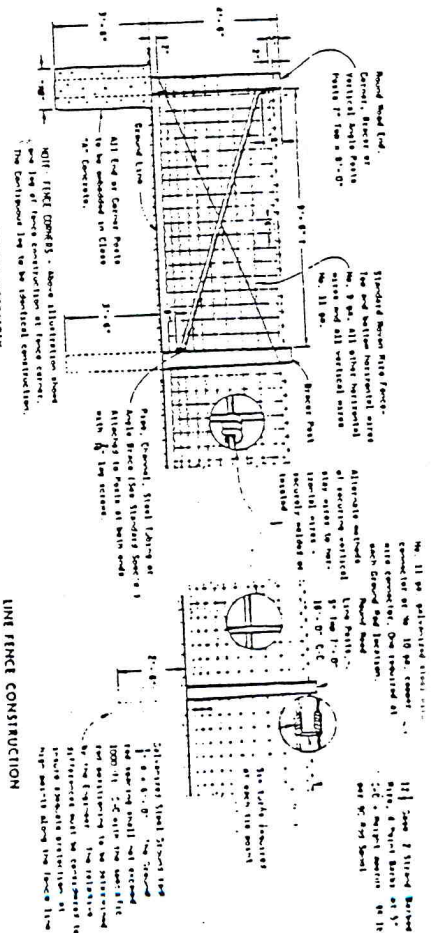
ENTRANCE SIGN

26

PERIMETER FENCING

23

END OR CORNER POSTS ASSEMBLY



LEGEND

- EXISTING GROUND CONTOUR LINE
- FENCE
- PROPERTY BOUNDARY
- RESIDENCE
- SECTION LINE
- EXISTING TREES ON SPURDS
- EXISTING BUILDINGS
- EXISTING UTILITY POLE
- EXISTING CITY TESTING
- SOL BONDING FOR MAJOR WELL DRILLING
- WORKING WELL
- WORKING WELL IN 31
- TEMPORARY CONTROL MONUMENT
- PERMANENT CONTROL MONUMENT
- PROPOSED GROUND CONTOUR LINE
- SLOPE RATIO
- SURFACE WATER DIVERSION DITCH
- GRAVEL ACCESS ROAD
- MANHOLE/UTILITY LEAKAGE CLUM COLLECTION SYSTEM
- SEE SLOPE CLEANOUT
- LEAKAGE HEAD WELL
- PERFORATED PVC PIPE

LEGEND AND DETAILS

EXHIBIT "F"

BALSAM ROAD - TOWN OF KNOWLTON

- 1) Place 6" crushed aggregate base course (top of pavement).
- 2) Grind existing 3" pavement together with base placed on top.
- 3) Compact, grade, shape, fill shoulders.
- 4) Place 3½" bit concrete, finish shoulders.
- 5) Overlay a taper to grade within 100 feet beyond Private Road.