

Superior Cranberry Creek Landfill, LLC

FINAL OFFER

July 22, 2002

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OPERATOR OBLIGATION TERM SUMMARY

The Operator's obligations and requirements under this Agreement shall commence upon the Effective Date of this Agreement. A summary of those obligations are set forth below and shall be deemed to be obligations of the Operator for the term indicated below, unless a greater length of time is specifically noted elsewhere in this Agreement.

1. The following obligations and requirements terminate when and upon the Operator completing its Final Closure of the Active Fill Area, as approved by the DNR:

- A. Emergency Disposal limitations.
- B. Hours of operation of Solid Waste Facility and authorized uses, excluding construction, closure and post-closure activities.
- C. Waste restrictions on type of waste which may be disposed of in the Active Fill Area.
- D. Purchase agreements with residential property owners, subject to the notice provisions therein.
- E. Compensation paid pursuant to this Agreement to Affected Municipalities.
- F. Litter control.
- G. Sociological Payments.

2. The following obligations and requirements terminate five (5) years subsequent to Final Closure of the active Fill Area.

- A. Well monitoring pursuant to Exhibit E.
- B. Funding of the Standing Committee.

3. 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, WIS. STATS. (1999-2000).

- A. Maintenance of clay cap including vegetative cover.
- B. Maintenance of surface water diversions, erosion and runoff controls.

- C. Landscaping.
- D. Final use.
- E. Maintenance of any bond or other proof of financial responsibility if required by any state agency or by this Agreement.
- F. Continuation of air quality monitoring if required by a state agency or by this Agreement.
- G. Compliance with all applicable laws and regulations except as waived herein.
- H. Roadway designation and use.
- I. Vehicle requirements.
- J. Operator notification and reporting to Affected Municipalities.
- K. Hours and days of operation.
- L. Dust, dirt and debris control.
- M. Groundwater monitoring.
- N. Noise, air quality, rodent, insect, fire disasters and hazard controls.
- O. Municipal access to facility.
- P. Active Fill Area repair, maintenance and reconstruction.
- Q. Hazardous Waste prohibitions and requirements.
- R. Surface water, standing open water, wetland and green space controls.
- S. Post-closure alienation and change in ownership.
- T. Disposal, Storage and Treatment Operations.
- U. Post-closure Site Plan.

4. 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.
- B. Post-Closure Site Plan and maintenance obligations.

ARTICLE I

DEFINITIONS

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

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

Affected Municipality or Affected Municipalities shall mean the Towns of Sigel and Seneca, City of Wisconsin Rapids and Wood County.

Agreement or Final Agreement means this Final Negotiated agreement, approved by the Negotiating Committee and the Operator, and thereafter approved by Towns, City and County and accepted by the Waste Facility Siting Board as the Final Negotiated Agreement contemplated under § 289.33, Wis. STATS. or if the Waste Facility Siting Board accepts SCCL's Final Offer, it shall mean the award made in arbitration.

City means City of Wisconsin Rapids.

Commencement Date or Effective Date. The Commencement Date or Effective Date of this Agreement, except for direct payments identified in Article VI, shall begin when construction of the currently pending expansion commences. The term "construction" shall be construed as defined at NR 500.03(49).

County means Wood County.

Department or "DNR" means the Wisconsin Department of Natural Resources or its successor agency. This also includes multiple agencies to the extent that the existing responsibilities of the Department of Natural Resource are divided amongst new or additional agencies.

Design Management Zone means the area outside of the Active Fill Area defined by NR 140.22(3), Wis. Admin. Code.

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

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

Expansion means the future Expansion at any time by any means by the Operator of the design capacity of the Active Fill Area of the Solid Waste Facility beyond the capacity approved by the Department of Natural Resources in the currently pending expansion but, in no event, greater than 7,239,000 cubic yards of in place Solid Waste. Any increase in the height of the Active Fill Area beyond that approved in the Plan of Operation shall be deemed an Expansion.

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

1. the date the Operator notifies the Affected Municipalities in writing that the Operator no longer will Dispose of and will no longer allow any other person to Dispose of Solid Waste in the Active Fill Area;
2. the date the Department orders the Operator, in writing, to no longer dispose of and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or,
3. 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 or defined a Hazardous Waste by the Department, under § 289.01(10-12) or § 291.05(2), WIS. STATS. or regulations adopted by the Department in Chapter NR 600 through 690, Wis. Admin. Code, or its successor

chapters.

Household Hazardous Waste shall have such meaning as defined by the Wisconsin Statutes, as amended, the Wisconsin Administrative Code or in rules and regulations promulgated by the Department of Natural Resources.

Initial Term shall mean the term between the Effective Date and Final Closure (but does not apply to the Operator's obligations which continue after Final Closure).

Local Approvals means any local approval as defined in § 289.33, 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 ch. 289.33, WIS. STATS., which consists of four (4) members from the Town of Sigel and two (2) members from Wood County.

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 shall not be considered Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area for purposes of this Agreement.

The Operator is Superior Cranberry Creek Landfill, LLC., its officers, employees, agents, sub-contractors, representatives, successors or assigns. The transfer of any or all of the Operator's responsibilities under this contract shall not affect the continuing responsibilities of Onyx Waste Services, Inc. under this Agreement, unless the transfer under this Agreement is approved by the Towns of Sigel and Seneca, the City of Wisconsin Rapids and Wood County, as provided for in Article IV, Section 21.

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 § 159.07(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 outside of the Design Management Zone of 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 the County other than at the Solid Waste Facility. 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 incineration, 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 outside of the Solid Waste Facility. The term includes the permanent relocation of residents where the Department 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.

Removal Action means the clean-up action ("Removal Action") of released pollutants or contaminants from the environment outside of the Design Management Zone of the Solid Waste Facility including such actions as may be reasonably taken in the event of release of pollutants or contaminants into the environment outside of the Active Fill Area, 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 Wood County, which may otherwise result from a release or threat of release of pollutants or contaminants outside the Design Management Zone of the Solid Waste Facility. The term includes, in addition, without being limited to, provision of alternative water supplies to the residents of the County, temporary evacuation 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; 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 ch. 289, WIS. STATS., or its successor chapter, or sources, special

nuclear or by-product materials as defined in § 289, WIS. STATS., or its successor section. Solid Waste shall not include recyclable waste deemed not appropriate for landfilling or Disposal in the Active Fill Area, as may be specifically provided for in this Agreement.

Solid Waste Facility means the Solid Waste Disposal facility in the Towns of Sigel and Seneca specifically depicted and described in Exhibit "B". It includes both the Active Fill Area and the other land described in Exhibit "B". It specifically does not include the quarry operation and ancillary facilities, the closed Tork Landfill, the closed Alum Landfill, rail transfer facility, and the truck shop. Facilities that are excluded from the definition of Solid Waste Facility are likewise excluded from the waiver of local approvals in Article IV, Section 23 and are subject to all applicable local approvals.

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 and such additional Solid Waste designated as such by Operator's corporate policy.

Standing Committee means the Monitoring Committee established under Exhibit "C".

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

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

Town means the Towns of Sigel and Seneca, unless specifically indicated.

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

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

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

Wisconsin Administrative Code means the Wisconsin Administrative Code as amended from time to time.

Wisconsin Statutes means the Wisconsin Statutes as amended from time to time.

ARTICLE II

SITE INFORMATION

The name of the Solid Waste Facility is the Superior Cranberry Creek Landfill, LLC. The Active Fill Area is described as the "SCC Landfill" in the Initial Site Report submitted to the Department by the Operator, Superior Cranberry Creek Landfill, LLC. (hereinafter referred to as the "Operator").

1. Address of Solid Waste Facility.

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

Superior Cranberry Creek Landfill, LLC.
2510 Engel Road
P.O. Box 218
Wisconsin Rapids, WI 54495-0218

Attention: General Manager
24 Hour Phone Number: (800) 688-4005

2. Legal Description.

The general description of the Active Fill Area is the SE 1/4 of the SE 1/4 and the E 1/2 of the SW 1/4 of the SE 1/4 of Section 35, Township 23N Range 5E (Sigel) and the NE 1/4 of the NE 1/4 of Section 2 Township 22 North Range 5 East (Seneca) Wood, County which is legally described in Exhibit "A" attached hereto.

3. Owner.

The current owner of the Solid Waste Facility is Superior Cranberry Creek Landfill, LLC. ("SCCL"). Such corporation is referred to as "Operator". The Operator's obligations shall be guaranteed by Onyx Waste Services, Inc. All of Owner's responsibilities herein shall be guaranteed by Onyx Waste Services, Inc. in the event that the Owner is unable to complete or comply with its obligations set forth under this Agreement.

In the event Onyx Waste Services, Inc. transfers the controlling interest in the corporation, which shall be limited to a transfer of the majority of the shares of stock or a majority of the voting power or effective control or management of the Operator. In that event, such successor shall be given written notice of the terms of this contract and any such transfer of any interest in the landfill, by virtue of the Operator's or Onyx Waste Services, Inc. operation or control of the site, shall be an obligation of the successor. Onyx Waste Services, Inc. shall not be relieved of any responsibility under this Agreement in the event of such transfer unless specific approval therefor is granted by the Affected Municipalities which approval shall not be unreasonably withheld. In the event such written notice of the terms of

this Agreement and its binding effect upon the successor is not approved by the Towns, County and City, then an Affected Municipality may bring an action to nullify such transfer until the terms of this provision are met.

The Operator had an Initial Site Report ("ISR") prepared and submitted in January 2000, to the Department. The Operator also had a Feasibility Report ("FR") for the expansion prepared and submitted in February 2001. The FR 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.

- A. Design Concept: The Active Fill Area shall be a composite lined landfill with leachate and gas collection systems and composite cap landfill meeting all Subtitle D (RCRA) [42 USC § 6911, et seq.] requirements.
- B. Total Design Capacity: 6,447,000 cubic yards (solid waste capacity)
- C. Expected Site Life: Approximately 14.3 years
- D. Proposed Site Closure Deadline: 2017
- E. Total Acreage Owned by the Operator: approximately 1,150 acres.
- F. Proposed Licensed Acreage of the Expansion: 52 acres.
- G. Tonnage, Waste Volume Used and Anticipated Remaining Volume: Shall be reported in writing to the Affected Municipalities, and the Standing Committee, with supporting data by way of field surveys, aerial surveys, and supporting engineering data and engineering models. The Operator shall provide all field or aerial survey information to the Standing Committee, whenever performed by the Operator, but no less than one flight and one field survey per year, or by an acceptable, comparable method if supportable by established scientific and technological data that improves the accuracy of such volume determinations and if deemed acceptable to the Standing Committee.

4. Current Zoning.

The parcel of property described in Exhibit "A" is subject to the Town of Sigel and Town of Seneca Zoning Ordinances. This Agreement will permit the Solid Waste Facility's usage for Solid Waste Disposal Operations as specified in this Agreement.

5. Service Area.

The primary service area shall be Adams, Ashland, Clark, Columbia, Crawford, Grant, Iowa, Jackson, Juneau, La Crosse, Langlade, Lincoln, Marathon, Marquette, Monroe, Oneida, Portage, Price, Richland, Sauk, Taylor, Vernon, Vilas, Waupaca, Waushara and Wood Counties and Houston County, Minnesota.

6. Acceptable Waste Types.

The acceptable waste types shall be non-hazardous municipal, institutional, commercial and industrial Solid Waste including but not limited to refuse, garbage, combustible and noncombustible demolition waste. All Special Waste, except Solid Waste otherwise specifically prohibited by this Agreement, 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. Hazardous Waste (except hazardous waste such as lead acid batteries which are accumulated at the site and sent off-site for further management) as defined by the specific terms of this Agreement, shall not be accepted, Disposed, Treated or Stored in the Solid Waste Facility.

7. Estimated Waste Quantities.

This Active Fill Area is proposed to average 6,500 tons per week, which is the equivalent of 8,655 cubic yards of in-place Solid Waste per week. Total waste quantities are estimated to be 6,447,000 cubic yards which equates to 450,000 cubic yards per year.

8. Notices.

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

Superior Cranberry Creek Landfill, LLC.
2510 Engel Road
Wisconsin Rapids, WI 54495-0218

Attention: General Manager

9. Contact Persons.

The Operator shall provide contact persons with current telephone numbers available to the Affected Municipalities and Standing 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 with a required response time of less than 10 minutes.

ARTICLE III **TRANSPORTATION**

1. Designated Roadways.

A. Designated Authority.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not use and shall inform 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, Long-Term Care Operations, or Emergency Operations 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 for Disposal any Solid Waste transported to the Solid Waste Facility on roadways in the Affected Municipalities other than the designated primary roadway routes. This subsection establishing the designated primary roadway routes and restricting the roadway use on other roadways in the Affected Municipalities shall not apply to the Operator, its Acknowledged Transporters, the Affected Municipalities and to any residents of the Affected Municipalities when such parties are collecting Solid Waste in the Affected Municipalities in vehicles and then transporting such Solid Waste in vehicles to the Solid Waste Facility for the purpose of Disposal of the Solid Waste in the Active Fill Area or for the purpose of Storage Operations, Long-Term Care Operations or Emergency Operations at the Solid Waste Facility.

This subsection shall not apply if the Affected Municipality 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 when the Operator is 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, except for Emergency Operations.

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 and the Acknowledged Transporters, the following roadway routes located in the Wood County, including but not limited to the Towns of Sigel and Seneca and the City of Wisconsin Rapids and for vehicle access and traffic flow to and from the Solid Waste

Facility: (1) CTH F which becomes 17th Avenue in Wisconsin Rapids to Engel Road; (2) Highway 54 to Highway 13 to 25th Avenue; (3) Highway 34 to Nash Road to Bonow Avenue to 17th Avenue to Engel Road; or (4) Highway 13 to 25th Avenue. Access to the landfill for disposal vehicles shall only be gained from Engel Road and 25th Avenue in the City of Wisconsin Rapids. Additionally, the following roadways may be used for vehicles transporting clay to the facility: CTH C.

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

2. Vehicle Requirements.

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

The Operator shall cooperate with the Affected Municipalities in connection with their enforcement of any local ordinances designed to prevent or substantially eliminate any portion of any Solid Waste or Hazardous Waste in such transport vehicles from Discharging, leaking, spilling, falling, or blowing out of such transport vehicles onto any public or private lands in the Affected Municipalities, excluding the Active Fill Area.

The Operator will take all reasonable measures appropriate to prevent any material from being tracked onto 25th Avenue and Engel Road and will be responsible for removing any foreign matter on 25th Avenue and Engel Road as a result of Disposal Treatment or Storage Operations from the intersection of Engel Road and 17th Avenue and the entrance to the landfill and the intersection of 25th Avenue and STH 13 (Grand Avenue) and the entrance to the landfill within eight (8) business hours of being notified of the same by representatives of either the Affected Municipalities or the Standing Committee, and will daily inspect the roads after the site had been closed.

The Operator shall adopt the policy and procedures set forth in Exhibit "K" with respect to Acknowledged Transporters (other than the Operator or any affiliate of Onyx Waste Services, Inc., which shall be subject to the provisions set forth above).

3. Litter and Discharge Beyond the Solid Waste Facility.

A. Solid Waste and Hazardous Waste Discharge Reports.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall report any Solid Waste or Hazardous Waste Discharge outside of the Design Management Zone to the Clerks of the Affected Municipalities and the Standing 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 or Acknowledged Transporters were transporting authorized or unauthorized Solid Waste or Hazardous Waste to or from the Solid Waste Facility and if the Discharge occurrence was caused by the Operator or Acknowledged Transporters. This provision does not apply to any Solid Waste Disposed by Operator or by its agents or by any other parties in the Active Fill Area. In addition to the written reporting requirements, immediate notice shall be orally transmitted to the Town Clerks, City Clerk and the Standing Committee of such Discharge, providing all relevant information known at that time to 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, which shall simultaneously be transmitted to the Town Clerks, City Clerk and the Standing Committee.

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

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

B. Discharge Removal on Roadways.

The Operator, during the Initial Term, shall police and remove any Discharge, including the tracking of any mud, clay or other materials onto the public roadways, by the Operator, Acknowledged Transporters or customers, including litter, from the roadways or from rights-of-way next to the Primary Roadways within the Affected Municipalities.

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, addresses and telephone numbers of the Acknowledged Transporters and their WDNR permit numbers. The initial list shall be filed with the Standing Committee and shall be updated quarterly. Such updates shall be submitted to the Standing Committee. This information shall be subject to the Confidentiality Agreement reflected in Article IV, section 1(F).

B. Persons Authorized.

No Acknowledged Transporter, including the Operator, shall transport Solid Waste to the Active Fill Area, until a license has been issued by the Department. 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 applicable federal and state Solid Waste laws and regulations, and any municipal ordinances that are applicable to the Solid Waste Facility.

ARTICLE IV
OPERATIONS AT OR NEAR THE SOLID WASTE FACILITY

1. Reports to the Affected Municipalities/Video Taping.

A. Notice of Reports from the Operator.

The Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, shall receive from the Operator, written copies, within seven (7) days of distribution by the Operator, 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.

The Standing Committee may, at its expense, establish and maintain a videotaping system which will have a date and time display. The Standing Committee shall coordinate such video tape system with the Operator's weigh scale, external display unit system, which will permit the Standing Committee to observe all trucks that enter the site, show the truck being weighed and concurrently obtain weight scale information through an identification system which will permit immediate reference and identification to the truck loads being contemporaneously weighed. In the event the Committee elects to have one of its members or a designated representative monitor the system on-site during normal business hours, the Operator will fully cooperate and make such operations available for inspection and observation.

B. Notice of Reports from Government Agencies.

The Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, shall receive from the Operator written copies, within seven (7) days of receipt by the Operator, of all written reports and written correspondence received by the Operator from the Department 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. These copies shall be provided by the Operator at no cost.

C. Residential Concerns of the Affected Municipalities.

The Standing Committee, during the Initial term and extending until forty (40) years after Final Closure, shall each receive from the Operator one set of copies, within seven (7) days of receipt by the Operator, of all written letters, written reports and other written correspondence, except general notifications or general mailings to all residents or property

owners, received by the Operator from any public official of any of the Affected Municipalities or from any resident of the Affected Municipalities where the above-noted letters, reports or correspondence are associated in any way with the Solid Waste Facility. These letters, reports or correspondence shall include but are not limited to, complaint letters, court documents, technical reports, testing data, recording data and monitoring data.

These copies shall be provided by the Operator at no cost. A designated file cabinet will be provided at the Operator's office which contains an organized file system for all items referenced in preceding Sections A, B and C. Files will be available to the Standing Committee during business hours.

D. Operator Responsibility to the Affected Municipalities.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall be fully responsible to the Affected Municipalities to take reasonable steps to require that the Operator and Acknowledged Transporters transport Solid Waste to and from the Solid Waste Facility and conduct any other Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations related to or at the Solid Waste Facility, in full compliance with the applicable provisions of this Agreement, 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 20 - Prohibition Against Hazardous Waste Disposal

With respect to Acknowledged Transporters that are not the Operator or any affiliate of Onyx Waste Services, Inc., the policy and procedures set forth in Exhibit "K" shall be deemed to be reasonable steps for purposes of this Agreement.

E. Notice of Agreement.

The Operator, during the Initial Term, shall notify in writing its agents and the Acknowledged Transporters who transport Solid Waste to the Solid Waste Facility for

Disposal in the Active Fill Area of the applicable provisions of this Agreement and their responsibility to take reasonable steps to insure compliance with Exhibit "K". Such written notice shall be provided to such Acknowledged Transporters when they commence transporting Solid Waste.

F. Confidentiality Agreement.

The Standing Committee covenants and agrees that for the period commencing on the Commencement Date and extending until forty (40) years after Final Closure, the Standing Committee shall not, except as explicitly requested by the Operator or as otherwise required by law, disclose to any person (other than its attorneys, who shall have agreed to be bound by the terms of this provision) any confidential information provided for in this Agreement as to the business of the Operator. The Standing Committee further agrees that they will not, individually or collectively, disclose pricing information, cost structure, customer names, addresses or telephone numbers, or the terms or conditions of any customer contracts, bids or proposals, to any person, firm, corporation, association, governmental body, quasi-governmental body, or other entity, except to authorized representatives of an operator or as required by law. If the Standing Committee becomes legally compelled to disclose such confidential information, the Standing Committee shall provide the Operator with prompt notice of such requirement, as Operator may seek a protective order or other appropriate remedy pertaining to such disclosure. For purposes hereof, "confidential information" shall mean and include, without limitation, all trade secrets, rights, customer lists, subcontractor lists and related information as to customers and subcontractors, and all information concerning the business of the Operator's services, clients, customers, subcontractors, costs, profits, markets, sales, reports, written correspondence, data, trade secrets, processes, programs, products, marketing and distribution methods, which shall exclude any methods which have been or are hereafter independently developed or disclosed by a third party who is not in breach of a confidentiality undertaking with the Operator, or which otherwise is or becomes part of the public domain due to no act or omission of the Standing Committee members thereof. This confidentiality agreement shall not apply to any information pertaining to information as provided to the Standing Committee which relates to the monitoring or protection of public or private health, safety and welfare, such as DNR reports, groundwater monitoring Discharges or other threats to the environment, or public or private property. The Standing Committee agrees that the provisions and restrictions contained in this provision are necessary to protect the legitimate continuing interests of the Operator in performing its obligations under this Agreement.

2. Hours and Days of Operations.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not conduct any construction, Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations at the Solid Waste Facility nor shall it allow any Disposal Operations, Storage Operations, Treatment Operations or Long-Term Care Operations by its Acknowledged Transporters or by any other parties at the Solid Waste

Facility, before 6:00 a.m., Monday through Saturday. The Operator will be permitted to warm up the equipment and vehicles at 5:30 a.m., Monday through Saturday. The Operator shall terminate all Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations or by any other parties at the Solid Waste Facility, after 6:00 p.m., Monday through Friday, and 12:00 NOON on Saturday. Covering operations may continue for one (1) hour after the Active Fill Area is no longer open for receipt of Solid Waste on each such day. The Operator, without notice to the Standing Committee, may temporarily extend the hours of operation by no greater than two hours (i.e. 8:00 p.m on weekdays and 2:00 p.m. on Saturdays) for up to 30 days.

The Operator, with reasonable notice to the Standing Committee including identification of the project, may temporarily extend the hours of operation by greater than two hours up to 30 days to accommodate a project demand including but not limited to natural and man-made disasters or remediation timing.

Standing Committee approval is required to temporarily extend the hours of operation for any period greater than 30 days. Such approval may be sought to accommodate a project demand including but not limited to natural and man-made disasters or remediation timing. Such approval shall not be unreasonably withheld.

Landfill construction activities for the first phase of the expansion may occur 24 hours per day upon reasonable notice to the Standing Committee. Landfill construction activities for other phases may occur 17 hours per day from 5 a.m. to 10 p.m.

The Standing Committee may permanently extend the hours of operation.

For purposes of this paragraph only, the term "project" means a single event from a single source or occurrence such as remediation of contaminated property, a single generator or a cleanup of a disaster such as train wrecks or tornadoes.

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

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

appropriate or necessary cover materials on the Solid Waste Disposed in the Active Fill Area to 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 or private wells.

The Operator shall also take baseline water samples of the private wells designated in Exhibit "E" and perform baseline tests for all of the parameters described in that Exhibit. Routine Private Well Monitoring shall be performed as described in Exhibit "E".

5. Noise and Air Quality.

The Operator shall comply with all reasonable noise control measures as requested by the Standing Committee. In no event shall decibel readings created by the Operator exceed 80 decibels at the property line (excluding the main entrance to the facility where such noise is caused solely by vehicular travel. 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, during the Initial Term and extending until forty (40) years after Final Closure, shall Dispose Solid Waste in the Active Fill Area and shall conduct any Disposal Operations, Storage Operations, Treatment Operations and Long-Term Care Operations at the Solid Waste Facility in such a manner as to substantially control and minimize rodent and insect harborage through an effective vector control program.

B. Control of Rodents and Insects.

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

7. Fire, Disaster and Hazard Control.

A. Creation of Fire Hazards.

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

B. Security Personnel.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall have the responsibility and duty to the Affected Municipalities to employ or retain at the Solid Waste Facility the appropriate and necessary employees, personnel, and/or equipment to provide and maintain proper security in the Active Fill Area or at any other location at the Solid Waste Facility for the purpose of preventing or substantially reducing any physical access by unauthorized parties to the Solid Waste Facility.

C. Affected Municipality Reimbursement.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, agrees to reimburse Affected Municipalities for any and all actual costs incurred as a result of responding with equipment to a fire, disaster, or hazard at the Active Fill Area. Said costs include any costs incurred as a result of a mutual aid request.

8. Enforcement.

A. Contract Enforcement.

Subject to the Enforcement procedures set forth in Exhibit "C", the Affected Municipalities or Standing Committee, during the Initial Term, and extending until forty (40) year after Final closure, notwithstanding any other provisions of this Agreement, may enforce any breach of this Agreement through a court action venued in the Circuit Court for Wood County. Operator shall not contest the jurisdiction of the court. Operator will stipulate in any such action that if the court finds that a breach occurred, a remedy the court may impose and which the Operator will not contest is an order for specific performance of the applicable terms and conditions of this Agreement. Notwithstanding anything to the contrary in this paragraph, the parties reserve all applicable rights they may have to appeal any adverse decision of the Circuit Court or any appellate court.

B. Public Nuisance.

In the event of the occurrence of a public nuisance, any of the Affected Municipalities may bring an action to abate such public nuisance and, if successful, shall be entitled to their reasonable attorneys fees and costs for bringing such action.

C. Private Nuisance.

In the event that a private nuisance occurs, or in the event that the Operator causes any individual 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, including reasonable attorneys fees if such individual is successful.

D. Hours and Days of Operation: Violations

In the event Operator breaches Article IV, Section 2, Operator shall pay the Landfill Fund the following stipulated amounts;

First breach in a 12-month period	\$250.00 per day
Second breach in same 12-month period	\$500.00 per day
Third breach in same 12-month period	\$1,000.00 per day
Any subsequent breach in same 12-month period	\$1,000.00 per day

9. Administrative Action.

The Affected Municipalities or Standing Committee, during the Initial Term and extending until forty (40) years after Final Closure, notwithstanding any provisions of this Agreement, may petition the Department under § 289.92, WIS. STATS., or its successor provisions, to initiate action by the Department against the Operator for a violation or an 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 such petition(s).

10. Temporary/Emergency Closure of Active Fill Area.

During the Initial Term the Operator shall notify in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities), the Clerks for the Affected Municipalities and Standing Committee of any temporary or Emergency Closure of the Active Fill Area, including any ordered temporary or Emergency 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 Standing Committee the specific reasons, if known, for a temporary or Emergency closure at the Active Fill Area.

11. Access to the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall allow the Affected Municipalities or Standing Committee and their officers, employees or agents, the right to immediately obtain access to and enter the Solid Waste Facility during any Emergencies at the Solid Waste Facility. They shall also have the right to obtain access and to enter the Solid Waste Facility during normal operating hours upon twenty-four (24) hours oral or written notice from the Affected Municipalities, the Standing Committee or their representatives or members. Physical access to the Solid Waste Facility shall be allowed:

- 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 employee of the Operator is present and a split sample is taken;
- C. to sample and test characteristics of the Solid Waste at the Solid Waste Facility when an employee of the Operator is present and a split sample is taken; or
- D. to take any reasonable 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 reasonable and necessary action to protect the natural resources of the Affected Municipalities.

Except during Emergencies, the designated officers, employees or agents of Affected Municipalities or the Standing Committee shall be accompanied by one or more employees or representatives of the Operator. In addition, the activities of the designated officers, employees or agents shall be conducted so as to not unreasonably 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, during the Initial Term 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 and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if at any time the failure by the Operator to properly and timely maintain, repair, reconstruct or to properly and timely provide Long-Term Care of the Active Fill Area and/or its failure to temporarily or permanently close the Active Fill Area for Disposal Operations is likely to present a substantial danger of creating a public or private nuisance in the Affected Municipalities or is likely to create a substantial danger to the public health, safety or welfare of any persons in the Affect Municipalities or it likely to cause substantial damage to the natural resources in the Affected Municipalities. Enforcement of this paragraph shall be as set forth under Section 8 of this article.

13. Hazardous Waste Disposal Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon its receipt of any information that any Hazardous Waste has been transported to the Solid Waste Facility or that any Hazardous Waste has been Stored, Treated, Disposed or handled in any way by the Operator, by its agents, by its Acknowledged Transporters or by any other parties in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be given on the next business day) of its receipt of the information to the Affected Municipalities and Standing Committee. The Operator shall, in addition, notify the above-noted parties in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities) 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, during the Initial Term and extending until forty (40) years after Final Closure, shall orally notify the Affected Municipalities and Standing Committee within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be given on the next business day) 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 (excluding week-ends and holidays, in which case notice will be granted on the next business day) of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

15. Responsible Managers.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall provide to the Affected Municipalities and Standing 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 five (5) business days 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 be set forth in the approved Plan of Operation.

17. Erosion and Run-off.

A. Erosion Restrictions.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, will control surface water runoff and erosion by compliance with surface water control provisions of the Plan of Operation for the Solid Waste Facility on file with the Department.

B. Abatement of Erosion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, upon written notice by any Affected Municipality or the Standing 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 the written notice, or the following business day in the case of a week-end or holiday, shall 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.

C. Standing Open Water and Wetlands.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take undertake an effective program to substantially eliminate standing water at the Solid Waste Facility, except for those sedimentation basins and ponds approved by the Department and wetland areas within the Solid Waste Facility.

18. Surface Water.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall take the appropriate and necessary actions to direct all surface water coming in contact with any Solid Waste at the Active Fill Area into an appropriately maintained leachate collection system. The Operator shall take the reasonable and necessary actions to direct all surface water not coming into contact with the Solid Waste into the appropriately maintained sedimentation basin located at the Solid Waste Facility. The Operator shall not Discharge water nor shall it allow the Discharge of water from any sedimentation basin at the Solid Waste Facility into any surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of the Department.

19. Post-Closure Site Plan.

The Operator shall comply with the Post-Closure Site Plan set forth in Exhibit "G" attached hereto.

20. Prohibition Against Hazardous Waste Disposal.

The Operator, during the Initial Term and extending until forty (40) years Final Closure, shall not knowingly transport Hazardous Waste to the Solid Waste Facility nor shall it knowingly Dispose Hazardous Waste in the Active Fill Area or at any other location at the Solid Waste Facility. Operator, in addition, shall not knowingly allow its agents, its Acknowledged Transporters or any other parties to transport Hazardous Waste to the Solid Waste Facility nor shall it knowingly allow the above-noted parties to Dispose Hazardous

Waste in the Active Fill Area or at any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted by any person or persons to be less stringent than any regulations of the Department relating to the Disposal, Storage or Treatment of Hazardous Waste at any location, including the Active Fill Area and at any other location at the Solid Waste Facility. This provision shall in no way be construed or interpreted to mean that the Affected Municipalities authorize or approve of the Disposal, Storage or Treatment of Hazardous Waste at the Solid Waste Facility or at any operations related thereto.

21. Change in Ownership.

A. This Agreement shall be applicable to the present Operator, Superior Cranberry Creek Landfill, LLC., 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 for the Solid Waste Facility.

B. In conjunction with Paragraph A, the Operator, shall notify the Affected Municipalities and the Department of any and all changes in ownership of the Solid Waste Facility, and provide proof that any such successor or assign has notice of 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 forty-five (45) 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.

22. 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 permitted. Reasonable approval shall be predicated upon the experience and financial wherewithal of any successor corporation or operator. Where these standards are not met, any transfer shall

be subject to the new Operator being liable and responsible for compliance with this Agreement without affecting Operator's agreement to comply with the terms of the Agreement.

23. Operation Terms.

A. Disposal Operations, Storage Operations and Treatment Operations.

In consideration of the terms and provisions of this Agreement, from the Effective Date hereof and until Final Closure of the Active Fill Area, subject to Operator obtaining any required applicable DNR permits or approvals, the Operator shall be allowed to:

- i. Use the area described in Exhibit "A" to construct, operate, repair, maintain, and close the Solid Waste Facility;
- ii. Operate a gas recovery facility to recover landfill gas for sale;
- iii. Perform liquid solidification;
- iv. Perform bioremediation activities in the Active Fill Area;
- v. Conduct pre-treatment of Leachate and Leachate recirculation.

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 specifically required to authorize the above enumerated uses, except that the terms of any existing special use permits and zoning permits 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 any such permit conflicts, the more restrictive terms to the Operator shall apply. No other uses shall be allowed at the Solid Waste Facility, unless expressly permitted by the Affected Municipalities, where such permits are applicable.

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.

This Agreement is intended to waive and replace all Local Approvals for the Permitting, siting and operation of a Solid Waste Facility and the Active Fill Area and for only those other activities specifically agreed to in this Agreement.

Until Final Closure of the Active Fill Area, the Operator shall conduct Solid Waste Disposal Operations 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 at the Solid Waste Facility and to properly conduct the Disposal Operations and authorized Storage and Treatment Operations at the Solid Waste Facility.

The Operator, 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 at the Solid Waste Facility, shall cease Disposal of any Solid Waste and shall prevent any further Disposal of Solid Waste at the Active Fill Area, and shall not conduct any Disposal Operations, Storage Operations or Treatment Operations at the Active Fill Area, or at any other location at the Solid Waste Facility and shall not allow any Disposal operations, Storage Operations or Treatment Operations at the Active Fill Area or at any other location at the Solid Waste Facility.

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 in the Solid Waste Facility that are specifically permitted by this Agreement. Any remedial investigations and feasibility studies and implementation of any Removal and/or Remedial Actions required by the USEPA or the Department shall also be permitted regardless of Local Approvals that may be imposed by Affected Municipalities. This waiver 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.

These regulatory waiver provisions do not apply to any persons other than the Operator when engaged in activities directly relating to the operation of the Solid Waste Facility.

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 storage and treatment operations of the facilities specifically authorized under Section 23A.

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 zoning local regulations as they apply to the other authorize 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 Affected Municipalities.

These regulatory and enforcement 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. Standing Committee.

The Operator and the Local Committee hereby agrees to the formation of a Standing Committee ("Committee") which shall consist of two (2) residents of the Town of Sigel, two (2) residents of the Town of Seneca, two (2) representatives of the City of Wisconsin Rapids and one (1) designee from Wood County. The Operator may designate two (2) representatives to communicate with the Committee who shall have no vote. The Operator shall pay the direct costs incurred by the Standing Committee and the Affected Municipalities to monitor the Operator's responsibilities under this Agreement, including but not limited to costs incurred for sampling and testing at and in the vicinity of the Solid Waste Facility, monitoring the receipt of Solid Waste and performing any task that is the responsibility of the Operator; provided that such payments shall not exceed \$5,000 per year except as set forth below.

Any funds unused in a calendar year period may be carried over into the next calendar year (i.e. \$2,500 is expended in calendar year 2003, then \$7,500 is available for calendar year 2004. If \$5,000 or above is expended in calendar year 2004, then only \$5,000 is available for calendar year 2005.) Funding for the Standing Committee shall commence when construction of the pending expansion commences and a pro rata share of the \$5,000 shall be available for that year (i.e. September 1 construction date then \$1,250 is available for that year). Funding terminates upon five years after Final Closure and a pro rata share shall be available in the fifth year after Final Closure occurs (i.e. Final Closure occurs plus five years on July 1, then \$2,500 is available for that year.)

25. Existing Agreements.

The Affected Municipalities and the Operator do hereby stipulate that this Agreement shall supersede the Agreement between the Town of Seneca, the City of Wisconsin Rapids and the Operator's predecessor, dated February 12, 1982, except for the direct payment for the remaining airspace.

26. Future Expansions.

The Affected Municipalities shall have the option to waive negotiations for future expansions from Operator on property owned by Superior Cranberry Creek Landfill, LLC., Onyx Waste Services, Inc., or an affiliated company which is within, contiguous to, or within one half mile of the Solid Waste Facility. This option shall be a waiver of renegotiation of that contract for future expansions and shall make applicable all terms, including rate schedules for compensation and other payments, set forth in this Agreement. The Affected Municipalities shall have six months from the date of receiving the Initial Site Report to make this election. This election shall be made and approved by each of the Affected Municipalities in writing.

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, the Negotiating Committee established under § 289.33, WIS. STATS., the Standing 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/negotiations, construction, transportation to and from, operation, maintenance, control, repair, administration, monitoring, closure, Long-Term Care and Final Closure of the Solid Waste Facility and the Treatment, Storage and Disposal of the Solid Waste, Recyclable Materials, Household Hazardous Waste and other materials at the Solid Waste Facility and the negotiation 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 Solid Waste Facility, including, but not limited to, the design, siting, construction, transportation to and from, operation, maintenance, control, repair, administration, monitoring, closure, Long-Term Care and termination of the Solid Waste Facility; the Treatment, Storage and Disposal of the Solid Waste and Recyclable Materials at the Solid Waste Facility, except the above indemnification and hold harmless provision shall not apply to the following situation or circumstances:

- A. Environmental Cleanup Claims. If an Indemnified Party disposes or causes to dispose of Hazardous Waste or other waste at the Solid Waste Facility that the Solid Waste Facility is not authorized to accept, the indemnity and hold harmless shall not apply to any environmental cleanup cost associated with the disposal of such wastes.

- B. Vehicular Accidents. The indemnity and hold harmless shall not apply to any on-site accident caused by any vehicle that is owned or operated by one of the Indemnified Parties.
- C. Sole Negligence (Other than Environmental Cleanup or Vehicular Accidents). The indemnity and hold harmless shall not apply in the event the Indemnified Party(ies) is(are) solely negligent for the liability, loss, claims or damages.
- D. Intentional Acts or Intentional Omissions. The indemnity and hold harmless shall not apply in the event the liability, loss, claim or damage is due to the intentional act or intentional omission or any of the Indemnified Parties.

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, the 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 the Operator which each may have.

ARTICLE VI

COMPENSATION

The Operator offers compensation, in excess of property tax increases, to the Affected Municipalities and area residents in the total amount of \$1.02, broken down as follows:

1. Direct Payment to Affected Municipalities.

The Operator shall pay the amount of \$0.87 per ton (75¢ to City of Wisconsin Rapids, 9.6¢ to Town of Sigel and 2.4¢ to Town of Seneca) for Solid Waste disposed of or received when the currently available airspace is utilized, payable monthly once the Operator begins disposing of or receiving Solid Waste when the currently available airspace is utilized. Solid Waste that is beneficially reused in the Disposal Operations are not subject to the direct payment. The first payment shall be paid on or before the 15th day of the month after the currently available airspace is utilized.

The Operator shall submit detailed statements pertaining to the waste received each month, breaking down such information as to the types of waste, the source of such waste by state, the gate tonnage received based upon the Operators daily records, and as provided for in Article IV (1)(A), and any other supporting documents consistent with the provisions of this section. In the event that the weigh scale at the site is not working, the quarry scale may be used, if properly certified by the State. If both scales or the computer generated information is not available for any day that waste is received, then the Operator shall pay tonnage to the Towns of Sigel and Seneca based upon the average amount of tonnage received during the preceding sixty (60) business week days that the site was open, for the first three days that both scales are not available. For every business day thereafter that both scales are not operational, then the Operator shall pay tonnage based upon the greatest amount of tonnage received on any day in the previous sixty (60) business week days of operation of the Solid Waste Facility or for Saturdays, the comparable Saturdays during the 60 day period.

The Operator shall provide to the Town, County and Standing Committee all documents submitted to the Department pertaining to the recording and documentation of the Solid Waste received or Disposed. The reporting of tonnage to the Department shall have no bearing on amounts paid to the Affected Municipalities. Information supplied to the Affected Municipalities or the Standing Committee of amounts submitted to the DNR are stipulated to be for informational purposes only.

If, at any time, the Affected Municipalities or Standing Committee so desire, they may retain an independent consulting firm to perform computations in order to verify the Operators reported tonnages. Such firms may independently test the weigh scale, computer generated information from said scale, or may use field or aerial surveys to verify reported tonnages based upon air space volume consumed within the Active Fill Area. The Affected Municipalities or Standing Committee retaining the independent consulting firm shall pay all

costs unless such independent consulting firm's computations accurately demonstrate that the Operator's reported air space or tonnage used has been understated by 10% or greater. If so understated, the costs of such consulting firm shall be borne by the Operator and the Operator shall pay the costs of such independent consulting firm within thirty (30) days after presentation of such invoice related thereto. The Operator shall also prepare a written report and any documentation necessary explaining the cause of such error. The independent consulting firm's computation shall not be determinative of the amounts of waste deposited during the period studied if contested by Operator. All such underpaid amounts shall be paid at the then current rate plus one and one-half percent (1%) per month from the dates the original payment should have been paid.

Notwithstanding the foregoing, the Operator shall be required to install, maintain and certify (bi-annually) a certified weigh scale for measuring and recording Solid Waste disposed at the Active Fill Area. The weigh scale shall be equipped with sufficient computer software and hardware capabilities to record, generate and summarize all information set forth below pertaining to Solid Waste documentation requirements. The Affected Municipalities and the Standing Committee shall have access to all computer-generated data or written reports pertaining to waste received at the Solid Waste Facility. The Operator shall keep records and logs of all trucks coming to the site and include the following data:

- A. Name of Acknowledged Transporter.
- B. Time and date of disposal.
- C. Truck weight (gross weight, truck weight and net Solid Waste weight).
- D. Origin of waste by state.
- E. Type of Waste.

Weight shall be declared per truck in numerical order of their receipt on a daily basis with the truck ownership and any information which is relevant and kept by the Operator on a regular basis to assist the Standing Committee in reviewing declared Solid Waste weights at the Solid Waste Facility. The Affected Municipalities and Standing Committee may, at their expense, have videotape equipment and have the option of placing personnel on-site in the proximity of the weigh scale, at such times as they choose, to monitor the reporting of Solid Waste received at the Active Fill Area for disposal.

The Direct Payment shall be adjusted annually commencing January 1, 2007 (87¢ until January 1, 2007; commencing January 1, 2007, 87¢ plus adjustment) 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 not to exceed 2.2%. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available, and each January 1 thereafter.

Any payment that is received late shall accrue interest at the rate of one and one-half (1-1/2%) 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. Sociological Payments

The Operator shall pay to the Affected Residents certain sociological payments as set forth in Exhibit "H" of this Agreement. Said Exhibit includes the beneficiaries of such sociological payments and the amount of those payments. (The approximate per ton equivalent of this benefit is 13¢ per ton.)

3. PCB Impacted Sediment.

"PCB-Impacted Sediments" are defined as those sediments containing PCBs at any concentration from remediation projects authorized for disposal in Wisconsin landfills which comply with the requirements of U.S. EPA Region 5's Approval to the Department to Dispose of PCB-Impacted Sediments in a Wisconsin Landfill, dated January 24, 1995 (attached as Exhibit I) or any subsequent amendment by EPA-Region V to such approval, or under TSCA. PCB Impacted Sediments disposed of at the Site are subject to a 25¢ per ton surcharge.

4. Reimbursement for Negotiation Expenses.

The Operator shall pay the statutory maximum of \$20,000. (The approximate per ton equivalent of this benefit, funding of the Standing Committee and well monitoring is 2¢ per ton.)

5. Property Value Protection Plan.

The Property Value Protection Plan set forth in Exhibit "F" shall apply to all owners listed and shall be administered as more specifically set forth in said Exhibit.

ARTICLE VII
MISCELLANEOUS PROVISIONS

1. Expansion.

No further Expansion of the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time or else as specifically set forth in this Agreement.

2. Environmental Impairment Liability Insurance.

The Operator shall name and maintain the Affected Municipalities as additional insureds on its pollution legal liability insurance policy a face amount of not less than Ten Million Dollars (\$10,000,000), in aggregate, for the Active Fill Area. Such policy shall be substantially in the form set forth in Exhibit "J" attached hereto. The Operator shall provide the Affected Municipalities and the Standing Committee with an insurance declaration sheet and complete copies of any replacement policy at least thirty (30) days prior to changing such policies.

3. Monthly Truck Inspections.

The Operator shall perform random truck inspections as required by the DNR for any vehicles permitted to access the site. The Standing Committee or representative of the Affected Municipality may be present, if requested upon at least 24 hour advance notice, during any truck inspection. They shall also have the right to take samples, at their own expense, to test the same, as a part of such random truck inspections. In the event such samples are taken, a split sample shall be provided to Operator.

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 certified mail, return receipt requested 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, and the Standing Committee shall each be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with a written "Notice of Address Change" or "Notice of Name Change". Such notices shall be sent by certified mail, return receipt requested to the addresses noted below. The current names and addresses are:

- A. Town of Sigel
Attn: Town Clerk
6208 Chapel Rd.
Wisconsin Rapids, WI 54495-9215
- B. Town of Seneca
Attn: Town Clerk
3384 Kaye Road
Wisconsin Rapids, WI 54495
- C. City of Wisconsin Rapids
Attn: City Clerk
444 West Grand Avenue
Wisconsin Rapids, WI 54495
- D. County of Wood
Attn: Solid Waste Department
c/o County Clerk
400 Market Street
Wisconsin Rapids, WI 54495
- E. Standing Committee
(To Be Provided)
- F. Superior Cranberry Creek Landfill, LLC.
Attention: General Manager
2510 Engel Road
P.O. Box 218
Wisconsin Rapids, WI 54495-0218

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. Recording.

The Operator shall place a notice of this Agreement on the title records applicable to the Solid Waste Facility. The notice shall state as follows:

Use of the property is subject to the provisions of the Superior Cranberry Creek Landfill Final Negotiated Agreement dated _____, 2002.
A copy of the Agreement can be obtained from:

Town of Sigel	City of Wisconsin Rapids
Attn: Town Clerk	c/o City Clerk
6208 Chapel Rd.	444 West Grand Avenue
Wisconsin Rapids, WI 54495-9215	Wisconsin Rapids, WI 54495

County of Wood	Mr. William Meeks
Attn: Solid Waste Department	General Manager
c/o County Clerk	Superior Cranberry Creek Landfill, LLC.
400 Market Street	2510 Engel Road
Wisconsin Rapids, WI 54495	P.O. Box 218
	Wisconsin Rapids, WI 54495-0218

Town of Seneca
Attn: Town Clerk
3384 Kaye Road
Wisconsin Rapids, WI 54495

SUBMITTED BY SUPERIOR CRANBERRY CREEK LANDFILL, LLC.

DATED: this 22nd day of July, 2002.

SUPERIOR CRANBERRY CREEK LANDFILL, LLC.

BY: Timm P. Speerschneider
Timm P. Speerschneider
DeWitt Ross & Stevens S.C.
2 East Mifflin Street, Suite 600
Madison, WI 53703
(608) 255-8891
Attorney for Superior Cranberry Creek Landfill,
LLC


GUARANTEE

Onyx Waste Services, Inc., for valuable consideration, including the mutual covenants and benefits stated in the Final Negotiated Agreement by and between the Affected Municipalities (as defined therein) and Onyx Waste Services, Inc.'s subsidiary corporation Superior Cranberry Creek Landfill, LLC, such consideration and receipt of which is hereby acknowledged, does hereby guarantee the performance of Superior Cranberry Creek Landfill, LLC in the event that the latter fails to so perform. Those obligations shall extend to any obligations provided for in said Agreement, including the operation, closure, post-closure responsibilities, and indemnification responsibilities of Superior Cranberry Creek Landfill, LLC.

Onyx Waste Services, Inc. acknowledges receipt of said Agreement and certifies that, by signing below, said officer has the authority to act on behalf of Onyx Waste Services, Inc. and to forward a notarized copy of a Certificate of Secretary or Assistant Secretary reflecting such authority to the Standing Committee, the receipt of such corporate certificate shall be deemed to be an integral part of said Agreement.

DATED: _____

ONYX WASTE SERVICES, INC.

BY:  _____
George K. Farr, Chief Financial Officer

ATTEST:  _____
Scott S. Cramer, Secretary

A notarized copy of a Certificate of Secretary or Assistant Secretary verifying the authority to enter into this guarantee shall be attached and appended to this Agreement and incorporated by reference.

Exhibit "A"
ACTIVE FILL AREA

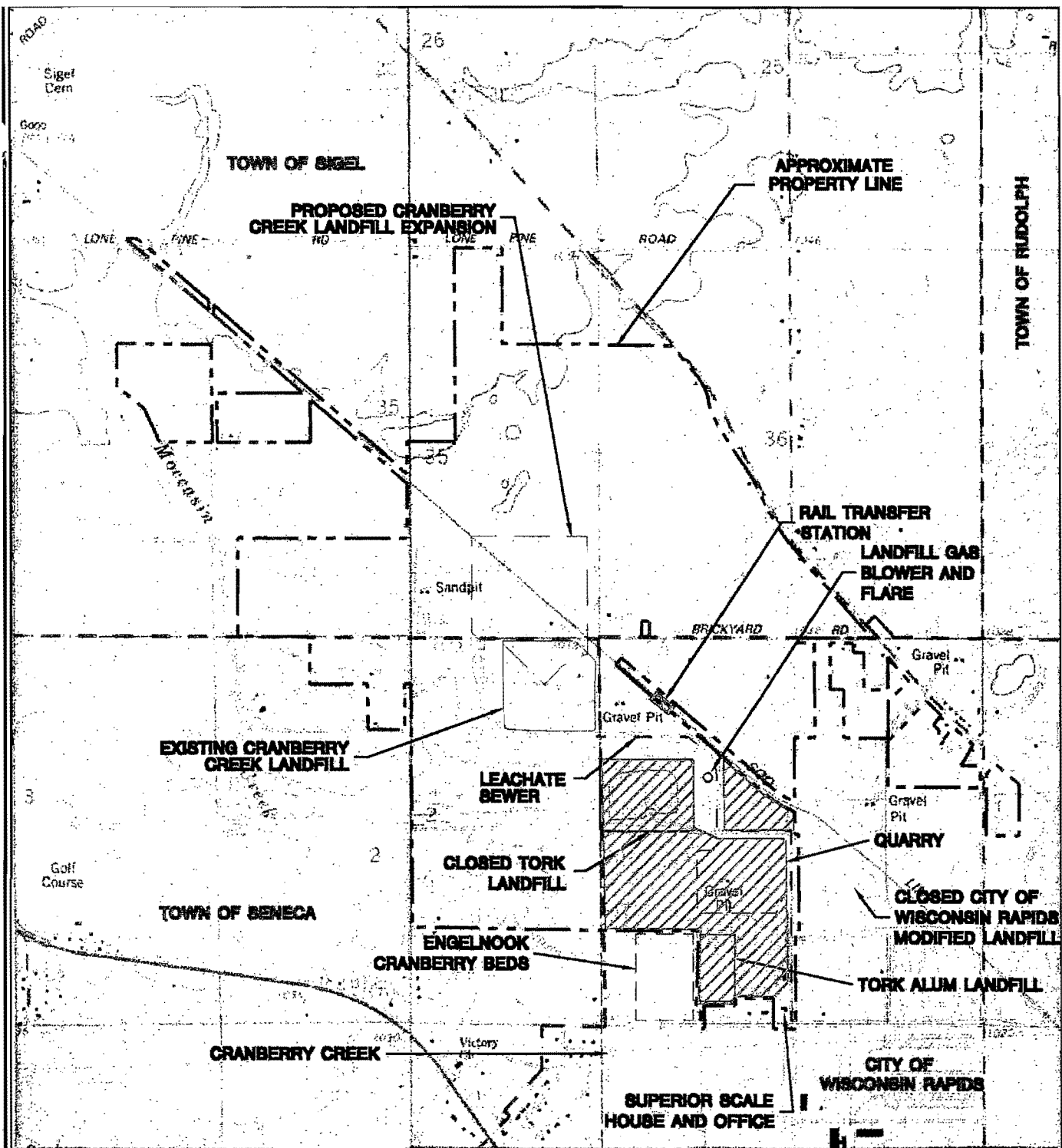
Legal description: _____ County, Wisconsin,
legally described as follows:

The Legal Description is depicted in the attached surveys.

(Legal Description of Active Fill Area to be provided pursuant to the footprint approved by the Plan of Operation, which legal description shall be established by a survey and shall be attached to this Agreement.)

Exhibit "B"
CRANBERRY CREEK SOLID WASTE FACILITY DESCRIPTION
WOOD COUNTY, WISCONSIN

A map of such property is attached to this Exhibit "B".

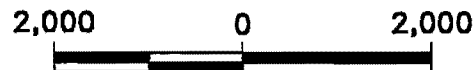


NOTE:

TOPOGRAPHIC MAP COPIED FROM USGS 7.5 MINUTE QUADRANGLE MAPS OF VESPER, WISCONSIN AND WISCONSIN RAPIDS NORTH, WISCONSIN, 1984.



AREA NOT INCLUDED IN SCCL SOLID WASTE FACILITY LIMITS



SCALE: 1" = 2,000'

PROJECT NO. 1613

DRAWN BY: KP/TR

CHECKED BY: SC

DRAWN: 11/09/99

REVISED: 07/31/01

SOLID WASTE FACILITY LIMITS
SUPERIOR CRANBERRY CREEK LANDFILL EXPANSION
WISCONSIN RAPIDS, WISCONSIN



Exhibit "C"
STANDING COMMITTEE

1. **Purpose.** The Affected Municipalities and Superior Cranberry Creek Landfill, LLC. (hereinafter referred to as the "Operator"), agree to establish and participate in the Standing Committee to monitor the construction and operation of the Solid Waste Facility (hereinafter referred to as Committee or Standing Committee).

2. **Membership.** Membership on the Committee shall consist of two (2) Town of Sigel residents, two (2) Town of Seneca residents appointed by the Town Boards, two (2) representatives of the City of Wisconsin Rapids appointed by the City Council, and one (1) representative appointed by the Wood County Board. 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 designate two (2) representatives to communicate with the Committee and attend meetings. They shall not be 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. Any Committee Member removed for good cause shall be disqualified from being reappointed to the Standing Committee except upon a subsequent three-fourths (3/4) vote of the Committee to rescind such disqualification.

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 Department by the Operator pertaining to the Solid Waste Facility, including the Plan of Operation, any proposed amendments to the feasibility study or any proposed changes to any special conditions imposed by the Department. 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 or Exhibit 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.

Meetings shall comply with Wisconsin's Open Meetings law. In the event that the Committee meets in closed session, the Operator agrees that its representatives shall not be permitted to attend, unless the Committee finds that attendance is necessary and consistent with the requirements of a closed meeting.

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 Standing 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 or Affected Municipalities shall have legal standing in their respective own names to enforce this Agreement if the Operator fails to remedy the concern of the Standing Committee as hereinbefore stated using the enforcement procedures hereinafter stated. Upon receipt of any notice of non-compliance or notice of an issue of concern to the Committee, the Operator shall immediately investigate any allegation of non-compliance or issue of concern made by the Committee and shall, if possible, take action as is necessary to alleviate and/or correct the situation within twenty-four (24) hours or by 5:00 p.m. of the next

business day in the event of a week-end or holiday. The Operator shall deliver a written report concerning the investigation and any resulting Remedial Action to the Committee within seventy-two (72) hours, or the next business day in the event of a week-end or holiday, of receipt of the original notice. The Operator may petition the Committee or the Affected Municipality, as the case may be, 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.

11. **Other Authority.** The Committee by vote or through its Chairperson or other designee, shall have authority to extend hours of operation as set forth under Section 2 of Article IV.

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 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.

The Operator shall specifically comply with the Air Pollution Control Construction Permit by the Department of Natural Resources.

Exhibit "E"
WELL TESTING

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 Standing 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 Standing Committee, and the property owner (or occupant) in question. The Operator shall undertake all testing required by this Agreement in compliance with the Wisconsin Clean Water Act and any Federal or Department requirements, whichever is the most stringent.

Baseline Private Well Monitoring. The first sample taken of any well sampled pursuant to this Agreement shall constitute the Baseline Sample. The Operator will perform baseline private well monitoring at its expense. The baseline testing will include the following residences and will include the listed parameters:

BaselinePrivate Well	Name	Address

At the time of laboratory sample collection, a separate sample container will be used for field testing. The private well sample will be tested in the field for pH, temperature, specific conductivity and color, odor and turbidity will be observed. Field data will be recorded on Groundwater Monitoring Field Forms and forwarded to the laboratory to be included in the laboratory report. Upon receipt of the laboratory report, the Operator will prepare a brief letter to each property owner and the Standing Committee, with an explanation of the laboratory test results.

PARAMETER
Total Alkalinity
Sulfate
Total Manganese
Total Iron
Total Cadmium
Total Lead
Total Boron
Total Zinc
Total Hardness
Chloride
Nitrate + Nitrate (as N)
Coliform Bacteria
VOCs
COD
Arsenic
Barium
Copper
Fluoride
Mercury
Selenium
Silver

Routine Private Well Monitoring Program. The Superior Cranberry Creek Landfill Standing Committee will establish up to five (5) private wells within one mile of the Active Fill Area to be monitored on an annual basis. The private wells selected for sampling will be established based on the following criteria. This criteria will give weight from the most important (1) to the least important (4):

1. Proximity to the landfill
2. Down gradient from landfill
3. Request by home owner
4. Previous testing performed and historical data obtained

Standing Committee to Select Wells. The Standing Committee shall identify up to five (5) wells in any given year, which shall be subject to routine testing by the Standing Committee and the Operator at an expense to be shared equally, as hereinafter provided.

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 routine testing of the private wells shall be conducted annually thereafter until five years after Final Closure or until the Standing Committee and the Operator mutually agree to terminate the routine private well monitoring program, whichever occurs first.

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 Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year. If the Standing Committee designates less than 5 wells in one year, any unused portion may be carried over into the next year (i.e. 2 wells sampled in 2004 then 8 may be sampled in 2005).

Sampling Protocol. All routine 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
	VOCs

Other parameters may be added by the Standing Committee if detected in the landfill's monitoring wells.

The Standing Committee and the Operator shall jointly be responsible for the costs of collecting and analyzing the samples. The samples shall be collected by a Consulting Firm selected by the Operator and agreed to by the Standing Committee. The Operator and the Standing Committee shall both be deemed clients of the Consulting Firm, except as to the payment obligation, which, except as otherwise provided herein, shall be divided equally between the Operator and the Standing Committee. The Operator and the Standing

Committee shall have equal access to the Consulting Firm for input as to the services to be rendered; however, if the Standing 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 Standing Committee and the Standing 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 Standing 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 Standing 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. Admin. Code, certified lab utilizing the following procedure. The Operator shall provide the Standing Committee with a current list of certified labs which it finds acceptable. The Standing Committee shall select one lab from this list and advise the Operator of its selection. The Operator shall submit all samples collected to that lab providing the Operator can negotiate, to its sole satisfaction, an acceptable price from that lab for the analytical work. In the event an acceptable price cannot be negotiated, the Operator shall advise the Standing Committee and the foregoing procedure shall be used to select another mutually acceptable lab. In the event that the Operator 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 Standing Committee within sixty (60) days from the Operator's receipt of notice of the Standing Committee's initial lab selection. The Standing 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 Standing 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.

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, other than an exceedance identified in the baseline sampling, 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. Admin. Code, then:

- A. The Operator shall, upon notice from DNR or the Standing 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 Standing Committee within thirty (30) days of said notice. If the results

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

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

- 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 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 or an independent third party consulting firm agreed upon by the Standing Committee and the Operator 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 or an independent third-party consulting firm agreed upon by the Standing Committee and the Operator'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 (1) 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 Standing Committee, secure a sample from said well and test the same utilizing DNR's protocols for sampling and analysis 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, fluoride, 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.

Addendum to Exhibit "E"
ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this _____ day of _____, 20____,
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 Superior
Cranberry Creek Landfill, LLC. (hereinafter called "Superior").

The well owner/user grants Superior Cranberry Creek Landfill, LLC., 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 Superior agree to a mutually convenient time within the restrictions placed on such
sampling by the regulatory agency requiring that such sampling occur.

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

1. Polluting the water of well(s) on the premises.
2. Damaging the well(s), pump(s) and/or casing(s) located on the property.

Superior agrees to correct any of the above-noted problems arising due to the
negligent acts or willful misconduct of Superior, its agents, employees, and/or independent
contractors in performing the sampling of the well. Well owner/user, however, shall not
hold Superior, its agents, employees 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 Superior, 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

SUPERIOR CRANBERRY CREEK LANDFILL, LLC.

By: _____
Authorized Representative

Exhibit "F"
PROPERTY VALUE PROTECTION PLAN AND PURCHASE AGREEMENT
(Expansion Area)

This Plan provides protection against the reduction of value to the properties listed in Addendum 1 attached hereto for any diminution in the value of real property during the time that the landfill is accepting waste. The Plan provides property owners of owner occupied residences and adjoining land and agricultural lands that are located approximately 3/4 mile to the south and one mile to the north of the Active Fill Area with financial protection or assurances, that if any of the property owners elect to sell their real estate they will be guaranteed that they will receive fair market value as if there were no Active Fill Area.

1. Utilization of Plan. In the event that the Property Owners wish to utilize the Plan, they shall notify Operator of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property for 180 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.

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 Operator. If the parties are unable to agree as to the price of the Property, then the Property Owners shall hire, at Operator's expense (said expense to be the customary and reasonable charge for an appraisal in the Wisconsin Rapids area), a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- A. Assume that no landfiling activities are or will be undertaken at the Active Fill Area.
- B. Any comparables selected by the appraiser shall be located a sufficient distance away from the Active Fill Area so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Active Fill Area. Comparables shall exclude any property previously sold under this Plan.
- C. A uniform residential appraisal form as customarily used for conventional financing shall be satisfactory for residential property. For vacant land, farm property with residences and other outbuildings, or other types of real estate, a full narrative appraisal shall be prepared. The appraisal shall be prepared in full compliance with any and all State standards that pertain to the preparation of an appraisal of the

property, except those standards that are specifically pre-empted by these instructions.

- D. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal, as well as the condition and quality of the land and water supply. The appraiser shall determine that the premises are suitable for occupancy.
- E. The appraisal shall be completed within 30 days of the date of notice of intent to sell is received by the Operator.
- F. The appraiser shall account for both the location of the premises in relation to the highway and the nature of the highway in making the appraisal.
- G. The zoning classification on the Effective Date of this Agreement shall be the sole factor to be used by the appraiser in determining the highest and best use of the Property.

If Operator accepts the appraised value, then the Property Owners shall attempt to sell their Property, in either of the two (2) ways described above, at the appraised value or at such higher amount as the property owner and Operator agree.

If the Operator does not accept the appraised value it may retain, at its own expense, a qualified professional appraiser who shall be similarly instructed as above to determine the fair market value of the Property, assuming that no landfilling activities were being undertaken or would be undertaken at the Active Fill Area. In such event, the Property Owners may then elect and shall attempt to sell their Property in either of the two (2) ways described above, at an asking price equal to the arithmetic average of the two (2) appraised values or at such higher amount as the property owner and Operator agree.

Notwithstanding the foregoing, if the Property Owners do not accept the arithmetic average of the appraised values, then the parties shall instruct the two (2) 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 that appraisal shall be binding. The appraisal fee for the third appraiser shall be paid by the Operator. 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, has no business or other relationship with the Operator, and who is a member of at least one (1) national appraisal association.

2. After the asking price is agreed to or determined through the appraisal process, if Operator offers to buy the property for that price, then the Property Owners must either sell the property to the Operator or forgo the right to recover any advertising costs from the Operator. The Property Owners shall have ninety (90) days in which to make this election, in writing.

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 Wisconsin Rapids Tribune* or other newspaper not less than once per week for the 180-day period. Operator 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 the Operator notice of the broker with whom they wish to list their Property prior to the execution of any listing contract. 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 the Operator. Both the Operator 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 180 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 be paid his/her commission or other payments by the Operator, in the event the Operator purchases said Property at any time during the term 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 the Operator any option to purchase rights or rights of first refusal as against any potential third party purchaser during the term of the listing contract. If the Property Owners advertises the Property themselves and sells the same at fair market value or with the consent of the Operator as provided for in this Agreement, the Operator shall reimburse all actual advertising expenses of the Property Owners.

The Operator shall hold harmless, indemnify and defend any Property Owners against a suit by a broker who seeks a commission not permitted under the terms of this Agreement.

3. Offers to Purchase. The Property Owners shall provide the Operator with a copy of every Offer to Purchase which they receive for their Property and agree not to accept the same until the Operator has given its approval. The Operator may approve of an Offer to Purchase at a price below the agreed upon asking price established by the procedure set

out above. In such event, the Operator 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 above.

4. **Guaranteed Purchase After 180 Days.** If the Property Owners have attempted to sell their Property under either of the methods provided for a period of at least 180 days, then Property Owners may request, in writing, that the Operator purchase their Property.

The 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 Operator shall purchase the Property at the price established by the procedure set out above in paragraph 1, subject to the conditions set out below. In addition, the Operator shall reimburse all actual advertising and out-of-pocket expenses of the Property Owners if the Property Owners attempted to sell the property themselves

- A. **Evidence of Title.** Upon 15 days after making such written request for the Operator to purchase their Property, the Property Owners shall provide to the Operator a commitment for a title insurance policy to be issued in the name of the Operator in the amount of the purchase price as provided above. After receipt of such commitment, the Operator shall have 30 days to notify the Property Owners of any defects in title caused by the Property Owner by way of a mortgage, judgment lien, repair order, delinquent real estate taxes, or the like, 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 Operator is unwilling to waive the same, then the Operator shall have no obligation to purchase and the Property Owners shall have no obligation to convey said Property.
- B. **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 Operator, or within 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 Operator by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, excepting 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:

- i. Government agency or court order requiring repair, alteration or correction of any existing condition.
- ii. 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.

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 Operator at closing. Prior to the closing, the Property Owners shall give the Operator, 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. The 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 the Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefor or cost thereof.

5. Assignment or Transfer. The protections of this Plan given by the Operator pursuant to this Exhibit "F" and its Addenda is personal to the property owners and terminates when the property is sold, conveyed or otherwise transferred, unless the sale, conveyance or transfer is (a) to a spouse, parent, child, brother, sister, son-in-law or daughter-in-law, or (b) to an heir, beneficiary, personal representative, guardian or trustee. In the event of a sale, conveyance or transfer to one of those described in (a) or (b), the new property owner shall be entitled to the same property value protection and guarantee as the preceding Property Owners.

6. Subsequent Agreements. Any subsequent Final Negotiated Agreement regarding a further Expansion of the Superior Cranberry Creek Landfill may supersede the terms of this Exhibit "F."

Addendum 1 to Exhibit "F"
ELIGIBLE PROPERTY LIST

Parcel #	Residential and Agricultural Property Owners	Number of Acres	Jurisdiction
21-505	Rick Schultz (home)	5.7	Sigel
21-00505AB	Llewellyn Quinnell	4.2	Sigel
21-00512	Llewellyn Quinnell (home)	1	Sigel
21-00511A	Larry & Terry Dobbs (home)	2	Sigel
21-00513B	Kay Oesterreicher (home)	2	Sigel
21-00712	Leonard Kobza	19.74	Sigel
21-00712A	Leonard Kobza	3.72	Sigel
21-00713	Leonard Kobza	5.6	Sigel
21-00713A	Leonard Kobza	2.68	Sigel
21-00672	Leonard Kobza	5.6	Sigel
21-00672A	Leonard Kobza	33	Sigel
21-00671	Leonard Kobza	.2	Sigel
21-513A	Leonard Kobza	1.4	Sigel
21-00485	Leonard Kobza (home)	40	Sigel
21-713B	Orville Seefeldt (home)	3	Sigel
21-00707C	Richard Steidl (home)	1	Sigel
21-00718	J & J Grimm	19	Sigel
21-00706CA	J & J Grimm	1.9	Sigel
21-00708B	James Grimm, et ux. (home)	.6	Sigel
27-00706	James Grimm, et ux.	17.7	Sigel
21-708A	Gene Lassa (home)	1.8	Sigel
21-00709	Lauretta Lassa	57.07	Sigel
21-728A	George Jackan (home)	1.7	Sigel
21-00728	Francis Morgan (home)	.93	Sigel
21-00730A	William Sullivan	1.01	Sigel
21-00726	Larry Winters	31.90	Sigel
21-00727	Larry Winters	22.6	Sigel
21-00729A	Larry Winters	12.8	Sigel
21-00732	Larry Winters	39.3	Sigel
21-00714	Mark & Candace Holbrook	.88	Sigel
21-00711	Mark & Candace Holbrook	24.96	Sigel
21-00711A	Mark & Candace Holbrook (home)	30	Sigel
21-00716	Mark & Candace Holbrook	13.63	Sigel
21-00718	Mark & Candace Holbrook	8.5	Sigel

Parcel #	Residential and Agricultural Property Owners	Number of Acres	Jurisdiction
21-00706C	Mark & Candace Holbrook	25.5	Sigel
21-00674	George Armagost	20	Sigel
21-00676	George Armagost	20	Sigel
21-00686	George Armagost (home)	34.35	Sigel
21-00689	George Armagost	2.17	Sigel
21-00678A	Dale and Jenny Knuth (home)	2	Sigel
21-00678	Bryan Jones and James Koller	38	Sigel
21-00679	Bryan Jones and James Koller (home)	36.4	Sigel
21-00682	Bryan Jones and James Koller	6.37	Sigel
21-00706A	Harvey Kroll (home)	24.6	Sigel
21-00706B	Harvey Kroll	7.5	Sigel
21-00706B	Harvey Kroll	.4	Sigel
21-00486	Jere Kroll (home)	9.1	Sigel
21-00486AA	Jeffrey Bushmaker (home)	2	Sigel
21-00486A	Jeffrey and Russell Bushmaker (home)	27.5	Sigel
21-00508A	Ben and Lynn Altman (home)	21.90	Sigel
21-00513	Chastity Altman	19.5	Sigel
21-00508	Chastity Altman (home)	21.6	Sigel
21-00509	David Krekowski	1.4	Sigel
21-00511	David Krekowski	22	Sigel
21-00511B	David Krekowski	11.3	Sigel
21-00512A	David Krekowski (home)	2	Sigel
21-00505A	Jon Krekowski	29.5	Sigel
21-00504	Kristine Krug (home)	40	Sigel
21-00651	Shad Dupee and Laura Ledden(home)	36.87	Sigel
21-00682A	Shad Dupee and Laura Ledden	12.4	Sigel
21-00679A	Shad Dupee and Laura Ledden	2	Sigel
21-00655	John Cismoski (home)	6	Sigel
21-00536A	Larry Scholze	1	Sigel
34-00106	Cindy Pelot	9.2	Wisconsin Rapids, WI
34-00103	Elizabeth Nowak (home)	4.12	Wisconsin Rapids, WI
19-00225CA	Kent Zastava (home)	4.21	Seneca
19-209	Martin Realty	19.35	Seneca
19-210	Martin Realty (home)	19.35	Seneca
19-00208BA	Leonard Hoffman Trust	10	Seneca
19-00225A	Gayle Bartelt (home)	.93	Seneca
19-00225C	Gayle Bartelt	15.69	Seneca
19-00219	Robert Rucinski (home)	4.02	Seneca

Parcel #	Residential and Agricultural Property Owners	Number of Acres	Jurisdiction
19-00211	Robert Rucinski	40	Seneca
19-00212	Robert Rucinski	40	Seneca
19-00213	Robert Rucinski	40	Seneca
19-00214	Robert Rucinski	20	Seneca
19-00218	Robert Rucinski	27.96	Seneca

Addendum 2 to Exhibit "F"
INELIGIBLE PROPERTY LIST

Parcel #	Residential and Agricultural Property Owners	Number of Acres	Jurisdiction
21-00688	Kenneth G. Tork	3.41	Sigel
21-00691	Kenneth G. Tork	36.13	Sigel
21-00692	Kenneth G. Tork	40	Sigel
	Wisconsin Central Ltd.		
	Engelnook Cranberry		

Addendum 3 to Exhibit "F"
PROPERTY VALUE PROTECTION SEQUENCE

1. Notification of Utilization Plan in writing by certified mail.
2. Meeting between Property Owner and Operator.
3. Property Owners' appraisal within 30 days to establish selling price. Appraisal is at Operator's expense.
4. If Operator does not accept Property Owner's appraisal, then Operator obtains appraisal within 30 days and selling price is average between the two.
5. If Property Owner does not accept average, a third appraiser is selected by Property Owner's appraiser and Operator's appraiser. Operator pays for the third appraisal which is binding.
6. Once selling price is established under III, IV or V, an attempt to sell the property is made for 180 days.
7. Operator acquires property at end of 180 days if not sold for selling price.

Exhibit "G"
POST-CLOSURE SITE PLAN

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

The Operator shall submit a development and post-closure site landscaping plan for the Superior Cranberry Creek Landfill facility to the Standing Committee at least 3 years prior to the anticipated closure of the Active Fill Area. The Plan shall address, with specificity, development, Post Closure operations and restoration of the facility in a fashion that is as aesthetic as reasonably possible and consistent with the open green space concept set forth above. Passive recreation areas may be included, with Standing Committee approval, consistent with the foregoing. In the event that such plan is not approved by the Standing Committee, either the Operator or the Standing Committee may apply for binding arbitration regarding the terms and provisions of the plan. The costs and expenses of arbitration shall be borne by the Operator.

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

Exhibit "H"
SOCIOLOGICAL PAYMENT PLAN

The Corporation shall make the following sociological impact payment distributions to residential property owners listed in the following attachments. The payments shall begin in the year when construction of the pending expansion commences and a pro rata share shall be paid for that year on January 1 of the year thereafter (i.e. construction commences September 1, 2002, then 25% or \$412.50 or \$250, respectively, is payable on January 1, 2003). Payments shall continue annually thereafter until Final Closure with the final payment being a pro rata share of the year that Final Closure occurs, i.e. Final Closure occurs on June 30, 2017, then 50% or \$825 or \$550, respectively, is payable on January 1, 2018.

The sum of \$1650 will be paid to owner occupied residential property that is located within 3/4 mile of the new Active Fill Area. The list of property owners who are entitled to the preceding payment is attached as Attachment 1 to Exhibit H. Such properties will be referred to as owner occupied abutting 3/4 mile residential properties and will be entitled to the aforementioned payment provided they occupy their residence as identified.

The sum of \$1,100 will be paid to owner occupied residential property between 3/4 mile and one mile to the north of the new Active Fill Area. The list of property owners who are entitled to the preceding payment is attached as Attachment 2 to Exhibit H. Such properties will be referred to as owner occupied one-mile residential properties and will be entitled to the aforementioned payment, provided the property is occupied as identified.

Addendum 1 to Exhibit "H"
Owner Occupied Residential Properties Within 3/4 Mile of Solid Waste Facility

	Tax Key	Owner Last Name	Owner First Name	Owner Address	Jurisdiction
1	21-678A	Knuth	Dale & Jenny	3107 Lone Pine Road	Sigel, WI
2	21-686	Armagost	George	3095 Lone Pine Road	Sigel, WI
3	21-512	Quinnel	L.A.	3096 Lone Pine Road	Sigel, WI
4	21-511A	Dobbs	Larry & Terry	3030 Lone Pine Road	Sigel, WI
5	21-485B	Oesterreicher	Kay	2980 Lone Pine Road	Sigel, WI
6	21-513A	Kobza	Leonard	2898 Lone Pine Road	Sigel, WI
7	21-713B	Seefeldt	Orville	5249 Cty F	Sigel, WI
8	21-711A	Holbrook	Mark	5229 Cty S	Sigel, WI
9	21-707C	Steidl	Richard	5216 Cty S	Sigel, WI
10	21-708A	Lassa	Gene (Occupied by parent Lauretta)	5100 Cty S	Sigel, WI
11	21-728A	Jackan	George	5094 Cty S	Sigel, WI
12	21-00728	Morgan	Francis	4988 Cty F	Sigel, WI
13	21-708B	Grimm	James	5200 Cty S	Sigel, WI
14	21-00730A	Kuhn	Jeffrey & Kelly	4960 Cty F	Sigel, WI
15	19-210	Martin Realty	Irv Martin	P.O. Box 1066, 3510 Toy Road	Seneca, WI
16	19-00252C	Zastava	Kent	4568 Martin Road	Seneca, WI
17	34-00103	Nowak	Elizabeth	3211 Bonow Avenue	Wisconsin Rapids, WI

Addendum 2 to Exhibit "H"
**Owner Occupied Residential Properties Between 3/4 Mile And One Mile
To The North of Solid Waste Facility**

	Tax Key	Owner Last Name	Owner First Name	Address	Acr es	Town
1	21-00706A	Kroll	Harvey	5298 Cty S	24.6	Sigel
2	21-00486	Kroll	Jere	5325 Cty S	9.1	Sigel
3	21-00486AA	Bushmaker	Jeffrey	2774 Lone Pine Road	2	Sigel
4	21-00486A	Bushmaker	Jeffrey and Russell (occupied by Eugene & Elaine, parents)	5327 Cty S	27.5	Sigel
5	21-00508A	Altman	Barry and Lynn	5352 Cty F	21.9	Sigel
6	21-00508	Altman	Chasity	5394 Cty F	21.6	Sigel
7	21-00512A	Krekowski	David	5395 Cty F	2	Sigel
8	21-00504	Krug	Kristine	3204 Lone Pine Road	40	Sigel
9	21-00651	Dupee/Ladden	Shad/Laura	3319 Lone Pine Road	36.8 7	Sigel
10	21-00655	Cismoski	John	3388 East Lane	6	Sigel
11	21-00536A	Scholze	Larry	3306 Lone Pine Road	1	Sigel
12	21-00679	Jones/Koller	Bryan/Jayne	3255 Lone Pine Road	36.4	Sigel
13	21-505	Schultz	Rick	3158 Lone Pine Road	5.7	Sigel

Exhibit "I"
PCB IMPACTED WASTE

"PCB-Impacted Sediments" are defined as those sediments containing PCBs at any concentration from remediation projects authorized for disposal in Wisconsin landfills which comply with the requirements of U.S. EPA Region 5's Approval to the Department to Dispose of PCB-Impacted Sediments in a Wisconsin Landfill, dated January 24, 1995 (attached) or any subsequent amendment by EPA-Region V to such approval, or under TSCA.



EPA TSCA Approval

[Authority](#)
[Effective Date](#)
[Background](#)
[Findings](#)
[Conditions of](#)
[Approval](#)
[Approval](#)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

IN THE MATTER OF:

THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES APPROVAL TO DISPOSE OF POLYCHLORINATED BIPHENYLS (PCBs)

[Landfill Home](#)

[Lower Fox River
Home](#)

AUTHORITY

This approval is issued pursuant to Sections 6(e)(1) and 18(a)(2)(B) of the Toxic Substances Control Act of 1976 (TSCA), Public Law No. 94-469, 15 U.S.C. §§ 2605 and 2617, and the Federal PCB Regulations, 40 C.F.R. § 761.60(a)(5).

EFFECTIVE DATE

This approval shall be effective upon the signature of the Regional Administrator.

BACKGROUND

Section 6(e)(1)(A) of TSCA requires the United States Environmental Protection Agency (U.S. EPA) to promulgate rules for the disposal of polychlorinated biphenyls (PCBs). The rules implementing section 6(e)(1)(A) were published in the Federal Register of May 31, 1979 (44 FR 31514) and recodified in the Federal Register of May 6, 1982 (47 FR 19527). Those rules require, among other things, that various types of PCBs and PCB Articles be disposed of in U.S. EPA-approved landfills (40 C.F.R. § 761.75), incinerators (40 C.F.R. § 761.70), high efficiency boilers (40 C.F.R. § 761.60), or by alternative methods (40 C.F.R. § 761.60(e)) that demonstrate a level of performance equivalent to U.S.

EPA-approved incinerators. Those rules also allow for the approval to dispose of dredged materials by an alternate method (40 C.F.R. § 761.60(a)(5)) that provides adequate protection to health and the environment, provided that disposal in a U.S. EPA-approved incinerator (40 C.F.R. § 761.70) or chemical waste landfill (40 C.F.R. § 761.75) is not reasonable and appropriate based on technical, environmental, and economic considerations. The May 31, 1979 Federal Register designated Regional Administrators as the approval authority for PCB disposal facilities.

Section 18(a)(2)(B) of TSCA prohibits any State or political subdivision of a State from establishing or continuing in effect any requirement applicable to any chemical substance or mixture or article containing such substance or mixture regulated under Sections 5 or 6 of TSCA, except that a State may regulate the disposal of such chemicals, mixtures, and articles as described at Section 6(a)(6) of TSCA. U.S. EPA has determined that under TSCA, State requirements regarding disposal of PCBs are completely exempt from Federal preemption insofar as they prescribe what may be done within the State boundaries, but that a State may not require PCBs generated within its boundaries to be disposed of by a method less restrictive than prescribed by TSCA (43 FR 7153, February 17, 1978).

FINDINGS

1. On May 6, 1994, the Wisconsin Department of Natural Resources (WDNR) submitted a written application to the Regional Administrator of Region 5 to dispose of sediments containing PCBs at concentrations of 50 ug/g (ppm) or greater from remediation projects authorized and supervised by the WDNR in landfills within Wisconsin which comply with Wisconsin Administrative Code (Wis. Adm. Code) chapters (chs.) NR 500-520 and have been authorized under § NR 157.07, Wis. Adm. Code, to accept PCB contaminated sediments.
2. In 1989, the Wisconsin State Legislature recognized the serious problem contaminated sediments present to the State by providing funding to establish WDNR's sediment remediation program. The goal of the program is to restore the surface waters of the state where the resource uses have been impaired or damaged by the presence of contaminated sediments.
3. Sediments contaminated with PCBs represent a serious risk to human health through consumption of contaminated fish; represent risks to aquatic ecosystems, which include endangered species; and present limitations to economic well-being by impairing commercial fisheries, recreational uses, and commerce through increased dredging costs.
4. The WDNR sediment remediation program has set goals to fully restore aquatic environments with cleanup standards for PCBs in the parts per billion range where environmentally and technically feasible.
5. The PCB contaminated sediment problem in Wisconsin is large in scope. There are approximately seven million cubic yards of sediments contaminated with PCBs which need to be remediated to restore full beneficial uses of impaired overlying waters.
6. Presently, there is no U.S. EPA-approved PCB disposal facility within the State of Wisconsin.

7. The disposal of PCB containing sediments from WDNR remediation projects in existing out of state PCB disposal facilities is not reasonable and appropriate because the WDNR's cleanup goals and the technical constraints of sediment remediation will likely generate a significantly larger volume of TSCA regulated sediments during remediation than existed in situ; because of the risk presented by delaying remediation efforts in dynamic, often high energy, and ecologically sensitive aquatic environments and the additional risk of spills presented by long distance shipping of such large quantities of contaminated sediments; and because increased disposal costs could limit planned State sediment remediation efforts and would prevent much needed sediment remediation and risk reduction in the State of Wisconsin.
8. Based on technical, environmental, and economic considerations, disposal of PCB contaminated sediments within the scope of the WDNR application in a TSCA incinerator or TSCA chemical waste landfill is not reasonable and appropriate.
9. PCBs are regulated in the State of Wisconsin by ch. NR 157, Wis. Adm. Code. Section NR 157.07, Wis. Adm. Code, authorizes the WDNR to approve the disposal of PCB contaminated sediments into chs. NR 500-520, Wis. Adm. Code, landfills as an alternate disposal option.
10. The disposal of sediments contaminated with PCBs at concentrations of 50 ppm or greater in a landfill which fully complies with chs. NR 500-520, Wis. Adm. Code, and with the additional conditions of this approval, as set out herein, provides adequate protection to human health and the environment as required under 40 C.F.R. § 761.60(a)(5).
11. Under the supervision of the WDNR, the disposal of sediments contaminated with PCBs at concentrations of 50 ppm or greater in a landfill which fully complies with chs. NR 500-520, Wis. Adm. Code, and with the additional conditions of this approval set out herein, provides the same level of protection required for these sediments by U.S. EPA, Region 5, and therefore is not less restrictive than TSCA.

CONDITIONS OF APPROVAL

40 C.F.R. § 761.60(a)(5) provides that the Regional Administrator may set limitations in an alternate disposal approval. This approval is conditioned upon the WDNR sediment remediation program's compliance with the following conditions:

1. This approval applies only to sediments contaminated at PCB concentrations of 50 ppm or greater which have originated in Wisconsin waterways. Dilution of sediments to reduce the PCB concentration to below 50 ppm is not allowed. Disposal of sediments contaminated at concentrations of 500 ppm or greater is subject to concurrence by both U.S. EPA, Region 5, and the WDNR on a case by case basis.
2. This approval applies only to sediment remediation projects conducted under the authority and supervision of WDNR.
3. WDNR shall provide a written notice of project activity to U.S. EPA, Region 5 within 30-days following the selection of each sediment disposal landfill under this approval.
4. WDNR shall provide public notification at least 30-days prior to the

- selection of each sediment disposal landfill under this approval. If this notification generates sufficient public interest, WDNR shall hold a public meeting to discuss the selection of the landfill. WDNR shall consider all oral and written comments received prior to issuing a landfill plan modification to accept PCB contaminated sediments.
5. WDNR shall give full consideration to issues of environmental justice in selecting or siting the sediment disposal landfills under this approval.
 6. WDNR shall issue a plan modification to the selected landfill requiring the landfill to comply with approval conditions numbered 11, 12, 14, 16, 18, 19, 21, 24, and 25, as set forth herein.
 7. In issuing a plan modification to a chs. NR 500-520, Wis. Adm. Code, landfill for disposal of PCB contaminated sediments, WDNR shall specify to the selected landfill(s) the nature of the remediation and disposal project. This plan modification shall also include a statement that the facility may be used for the disposal of PCB containing sediments at 50 ppm or greater only if they originated from a specified WDNR project.
 8. Prior to issuing a plan modification for a landfill to accept PCB contaminated sediment, WDNR shall review all past exemptions from chs. NR 500-520, Wis. Adm. Code, granted to said landfill and determine whether any exemption is relevant to TSCA and the conditions of this approval. If the exemption is relevant to TSCA or the conditions of this approval, WDNR shall receive U.S. EPA concurrence with the exemption before issuing the plan modification.
 9. If WDNR issues additional exemptions from chs. NR 500-520, Wis. Adm. Code, relevant to this approval, after a landfill has received a plan modification, WDNR shall obtain U.S. EPA concurrence before placing additional PCB contaminated sediments in the landfill.
 10. WDNR shall provide written notice to each selected landfill that the landfill is required under 40 C.F.R. § 761.205(a)(1) to notify U.S. EPA of the landfill's PCB waste handling activities by filing U.S. EPA Form 7710-53.
 11. Prior to placing any PCB contaminated sediment in a landfill, the selected landfill shall file U.S. EPA Form 7710-53, as required by 40 C.F.R. § 761.205(a)(1).
 12. PCB contaminated sediments placed in a chs. NR 500-520, Wis. Adm. Code, landfill may not be commingled with any potentially incompatible waste. Potentially incompatible wastes are those wastes that have the capacity to mobilize PCBs.
 13. WDNR shall conduct an annual evaluation of PCB (≥ 50 ppm) sediment disposal projects. WDNR shall submit an evaluation report to the Regional Administrator, U.S. EPA, Region 5, by July 1 of each year covering the previous calendar year's activities under the approval. The report shall include the total volume of PCB contaminated sediment disposed under this approval during the year. The conditions of this permit shall serve as a basis for this evaluation. Upon receipt of the WDNR annual evaluation report, U.S. EPA, Region 5 shall comment either by concurring with the evaluation or by indicating where U.S. EPA disagrees with the results.
 14. In the event that this permit is terminated by either the U.S. EPA or WDNR, PCB contaminated sediments previously disposed in a landfill designated pursuant to this approval shall be considered by U.S. EPA to have been properly disposed of and in full compliance with 40 C.F.R. § 761.60

- requirements, provided that the sediment was disposed of according to State regulatory requirements and the conditions of this approval and that the landfill continues to operate under the terms and conditions of this approval.
15. In the event that this approval is terminated, WDNR shall ensure that the landfill continues to comply with the monitoring and corrective action requirements of this approval.
 16. Owners or operators of landfills accepting PCB contaminated sediments under this approval shall be required by WDNR to test for PCBs in the leachate on a quarterly basis for the first year following disposal. If no PCBs are detected in leachate, the WDNR may allow testing on an annual basis. The landfill owner or operator shall be required by WDNR to perform PCB sampling at site groundwater monitoring wells in the event of any significant change to PCB levels in the leachate. Leachate or groundwater known or suspected of having concentrations of 50 ppm or greater shall be managed as PCB waste in accordance with § NR 157.07, Wis. Adm. Code, and 40 C.F.R. § 761.60.
 17. Prior to WDNR issuing a plan modification for a landfill to accept PCB contaminated sediment, the owner or operator of the landfill shall analyze their leachate for PCBs and shall provide WDNR with a copy of the analytical results.
 18. Prior to the discharge of leachate to a publicly owned treatment works (POTW), and regardless of the actual PCB concentration in the leachate, a landfill selected under this approval shall notify the POTW that the landfill accepts PCB contaminated sediments.
 19. Groundwater at any landfill accepting PCB contaminated sediments under this approval shall meet § NR 140.10, Wis. Adm. Code, groundwater preventive action and enforcement standards for PCBs, as defined in the point of standards application at § NR 140.22, Wis. Adm. Code.
 20. The WDNR shall respond to exceedances of groundwater standards in accordance with §§ NR 140.24, NR 140.26, and ch. NR 708, Wis. Adm. Code.
 21. Monitoring well water suspected or known to contain PCBs in excess of § NR 140.10, Wis. Adm. Code, groundwater standards for PCBs of 0.03 parts per billion shall not be discharged directly to the ground or to receiving waters and shall be contained, managed, and treated as leachate.
 22. The Department shall provide written notice to Region 5 within 10 days of any state-ordered remedial action related to PCB waste at a landfill authorized to accept PCB contaminated sediments under this approval. Remedial response to spills or exceedances of groundwater standards shall be performed under §§ NR 140.24, and NR 140.26 and chs. NR 158 and NR 708, Wis. Adm. Code, authority and 40 C.F.R. § 761.125.
 23. Landfills selected under this approval may not be located in the 100 year floodplain.
 24. PCB contaminated sediments shall be dewatered or solidified prior to arrival at a landfill selected under this approval.
 25. PCB contaminated sediments disposed under this approval may not be used as daily cover.
 26. WDNR shall notify each landfill selected under this approval that the landfill shall provide U.S. EPA with an annual document log, complying with 40 C.F.R. § 761.180(b), for each year that the landfill accepts PCB

contaminated sediments.

This approval will expire five (5) years from the date of the Regional Administrator's signature on the approval. This approval may be renewed upon the concurrence of both parties to the approval at five year intervals. Discussions on approval renewal will begin 180 days before the approval's next expiration date.

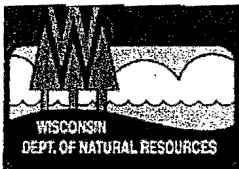
APPROVAL

Providing the above mentioned conditions are met, and in accordance with 40 C.F.R. § 761.60(a)(5), and consistent with the WDNR's May 6, 1994 sediment disposal application and its attachments, the WDNR is granted an approval to select disposal facilities having approved plans of operation under § 144.44(3) Wis. Stats. that comply with chs. NR 500-520, Wis. Adm. Code, and are authorized under § NR 157.07, Wis. Adm. Code, for the disposal of sediments contaminated with PCBs at concentrations of 50 ppm or greater. This approval applies only to the disposal of PCB containing sediment originating in Wisconsin and remediated under the authority and supervision of WDNR. WDNR may not approve facilities within the State of Wisconsin to accept sediments containing PCBs at 50 ppm or greater from projects not conducted under the authority and supervision of WDNR. In addition to the terms and conditions of this approval, selected facilities shall comply with all applicable State and Federal environmental statutes and regulations. This approval may be terminated at any time by either the WDNR or U.S. EPA by written notice to the other party.

Valdas V. Adamkus
Regional Administrator
U.S. Environmental Protection Agency
Region 5

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Last Revised: 6 June 2001

Exhibit "J"
OPERATOR'S INSURANCE POLICY

The Operator's insurance policy referred to in the body of this Agreement is attached hereto as an attachment to Exhibit "J" of this Agreement and incorporated herein by reference.

COMMERCE AND INDUSTRY INSURANCE COMPANY
70 PINE STREET
NEW YORK, N.Y.

A Capital Stock Company
(herein called the "Company")

NAMED Superior Services, Inc.
INSURED 10150 W. National Avenue
AND Suite 350
POST OFFICE West Allis, WI 53227

POLLUTION LEGAL LIABILITY

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY - PLEASE READ CAREFULLY.

POLICY NUMBER: PLL 8183833

Item 1: NAMED INSURED: Superior Services, Inc.
10150 W. National Avenue
ADDRESS: Suite 350
West Allis, WI 53227

Item 2: POLICY PERIOD

FROM: May 19, 1996 TO: March 30, 1999
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED
INSURED SHOWN ABOVE

Item 3: LIMIT OF LIABILITY, up to \$10,000,000 each LOSS
\$10,000,000 Total for all LOSSES

Item 4: DEDUCTIBLE \$ 100,000 each LOSS

Item 5: COVERED LOCATIONS SEE ATTACHED COVERED LOCATIONS
ENDORSEMENT

Item 6: POLICY PREMIUM

Item 7: RETROACTIVE DATE SEE ENDORSEMENT # 4

Broker: Marsh & McLennan
1000 Louisiana
Suite 4000
Houston, TX 77002-5008


AUTHORIZED REPRESENTATIVE

C&I COMMERCE AND INDUSTRY INSURANCE COMPANY
(a Stock Company, herein called the Company)

70 PINE STREET
NEW YORK, NY 10270

POLLUTION LEGAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENT UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS APPEAR IN BOLD FACE TYPE.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and Application made a part hereof and subject to all the terms of this Policy, the Company agrees with the Named Insured as follows.

I. INSURING AGREEMENT

- A. To pay Loss on behalf of the Insured, in excess of the Deductible amount shown in Item 4 of the Declarations, that the Insured has or will become legally obligated to pay as a result of Claims first made against the Insured and reported to the Company, in writing, during the Policy Period, or during the Extended Reporting Period if applicable, for Pollution Conditions Emanating From the locations designated in Item 5 of the Declarations, that result beyond the boundaries of such locations in Bodily Injury, Property Damage or Cleanup Costs which are unexpected and unintended from the standpoint of the Insured.
- B. To have the right and the duty to defend any Claims as described in Paragraph A. above. The Company's duty to defend or continue defending, and to pay any Loss, shall cease once the applicable limit of liability, as described in Section V., "Limit of Liability and Deductible," has been exhausted. Defense costs, charges and expenses, as included in the definition of Loss as described in Section III. "Definitions," Paragraph G., reduce the applicable limit of liability, as described in Section V., and are included within the Deductible amount shown in Item 4 of the Declarations:

II. CLAIMS PROVISIONS

- A. It is a condition precedent to coverage under this claims made and reported Policy that:
- 1) In the event of a Claim, the Insured shall give the Company's representative(s) as identified in this paragraph written notice promptly and in any event within 7 days of receipt of the Claim by the Insured.

All Claims shall be reported to:

Division Attorney - Pollution Legal Liability
Commerce and Industry Insurance Company
70 Pine Street
New York, New York 10270

and

Home Office Senior Supervisor, Pollution Legal Liability
American International Adjustment Company, Inc.
Environmental Claims
80 Pine Street
New York, New York 10005

or other address(es) as substituted by the Company in writing.

- 2) The Insured shall furnish information at the request of the Company. When a Claim has been made, the Insured shall forward to the Company as soon as practicable after receipt, or receipt by its representative or agent, of the following:
 - a. All correspondence between the Insured and any third party claimant;
 - b. All demands, summons, notices or other processes or papers filed with a court of law, administrative agency or an investigative body.
 - c. All technical reports, laboratory data, field notes or any other documents generated by persons hired by the Insured to investigate or remediate Pollution Conditions;
 - d. All expert reports, investigations and data collected by experts retained by the Insured whether or not the Insured intends to use the material for any purpose; and
 - e. Any other information developed or discovered by the Insured concerning the Claim whether or not deemed by the Insured to be relevant to the Claim.
- B. No costs, charges or expenses shall be incurred in the defense or investigation of Claims without the Company's consent which shall not be unreasonably withheld.
- C. If the Insured refuses to consent to any settlement recommended by the Company and acceptable to the claimant, the Company's duty to defend the Insured shall then cease and the Insured shall thereafter negotiate or defend such Claim independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the Claim could have been settled if such recommendation was consented to.
- D. The Company shall have the right but not the duty to participate in decisions regarding cleanup of Pollution Conditions Emanating From a location designated in Item 5 of the Declarations resulting in Cleanup Costs beyond the boundaries of such location, or to assume direct control over all aspects of such cleanup and the adjustment of any Claim up to the limit of liability. In the case of the exercise of this right, the Insured, on demand of the Company, shall promptly reimburse the Company for any element of Loss the Company advances falling within the Insured's Deductible, pursuant to Section V.
- E. The Insured shall cooperate with the Company to the fullest extent possible by providing the assistance necessary to adjust, investigate and defend the Claim, and shall participate in discussions regarding cleanup or performance of a cleanup should the Company exercise its rights under Paragraph D. of this Section. The Insured agrees to provide the Company free access to interview any employee, agent, representative or independent contractor of the Insured and review any documents of the Insured concerning the Claim.

III. DEFINITIONS

- A. Automobile means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.
- B. Bodily Injury means physical injury, or sickness, disease, mental anguish or emotional distress when accompanied by physical injury, sustained by any person, including death resulting therefrom, caused by Pollution Conditions Emanating From the locations designated in Item 5 of the Declarations.
- C. Claim means a written demand received by the Named Insured seeking a remedy and alleging liability or responsibility on the part of the Named Insured for loss.
- D. Cleanup Costs means expenses incurred in the removal or remediation of soil, surfacewater, groundwater, or other contamination existing beyond the boundaries of the locations described in Item 5 of the Declarations, resulting from Pollution Conditions Emanating From those locations, provided such expenses:

- 1) are specifically mandated by the government of the United States or any state thereof or Canada or any province thereof or any political subdivision thereof duly acting under the authority of environmental law(s); or
- 2) have been actually incurred by the government of the United States or any state thereof or Canada or any province thereof or any political subdivision thereof, or by third parties;

but Cleanup Costs do not include expenses incurred in the removal or remediation of soil, surfacewater, groundwater, or other contamination on, within or under the locations designated in Item 5 of the Declarations.

- E. **Emanating From** means directly and immediately coming out from and originating from a source that is on, within or under a location designated in Item 5 of the Declarations.
- F. **Insured** means the Named Insured, and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such, and any person or entity designated as an additional insured by an endorsement issued to form a part of this Policy.
- G. **Loss** means (1) monetary awards or settlements of compensatory damages arising from Bodily Injury or Property Damage (2) costs, charges and expenses incurred in the defense, investigation or adjustment of Claims for such compensatory damages or for Cleanup Costs; (3) Cleanup Costs.
- H. **Named Insured** means the person or entity designated as such in Item 1 of the Declarations.
- I. **Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
 - 1) cancellation of this Policy; or
 - 2) with respect to particular locations designated in Item 5 of the Declarations:
 - a. the deletion of such location(s) from this Policy by the Company; or
 - b. the sale, leasing, giving away, abandonment or relinquishing of operational control of such location(s).
- J. **Pollution Conditions** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment.
- K. **Property Damage** means:
 - 1) Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use thereof;
 - 2) Loss of use of tangible property of parties other than the Insured that has not been physically injured or destroyed;

provided that such Claims for physical injury or destruction, or loss of use are caused by Pollution Conditions Emanating From the locations designated in Item 5 of the Declarations.

IV. EXCLUSIONS

This insurance does not apply to Claims:

- A. arising from Pollution Conditions existing prior to the inception of this Policy, if any employee of the Named Insured responsible for environmental affairs, control or compliance or any manager, supervisor, officer, director, or partner of the Named Insured knew or could have reasonably foreseen that such Pollution Conditions could have been expected to give rise to a Claim.

This exclusion does not apply to such Pollution Conditions which commenced during the term of a prior Pollution Legal Liability Policy issued by the Company or an insurance company which is a member company of the American International Group, Inc. (hereinafter "affiliate"), provided that:

- 1) the Insured has maintained Pollution Legal Liability insurance with the Company or its affiliate on a successive and uninterrupted basis for the periods succeeding the Pollution Condition; and
- 2) the Insured made full and complete disclosure of such Pollution Condition on each renewal application for Pollution Legal Liability insurance with the Company or its affiliate.

However, none of the preceding provisions shall restrict or prevent the Company or its affiliate where appropriate, from exercising its right to cancel or nonrenew either this Policy or the coverage for a particular location(s) as a covered location designated in Item 5 of the Declarations.

- B. for any punitive, exemplary or multiplied damages or statutory assessments, or any civil, administrative or criminal fines or penalties.
- C. arising under any worker's compensation, unemployment compensation or disability benefits law or similar law.
- D. due to Bodily Injury to an employee of the Insured or its parent, subsidiary or affiliate arising out of and in the course of employment by the Insured or its parent, subsidiary or affiliate.

This exclusion applies:

- 1) Whether the Insured may be liable as an employer or in any other capacity; and
 - 2) To any obligation to share damages with or repay third parties who must pay damages because of the injury.
- E. arising as a result of liability of others assumed by the Insured under any contract or agreement, unless the liability of the Insured would have attached in the absence of such contract or agreement.
arising from Bodily Injury or Property Damage on, within or under the location(s) designated in Item 5 of the Declarations, which is incurred in the course of avoiding or mitigating Bodily Injury, Property Damage or Cleanup Costs which may be covered under this Policy.
 - G. arising from costs or expenses incurred for the cleanup, removal or remediation of soil, surfacewater, groundwater, or other contamination on, within or under the location(s) designated in Item 5 of the Declarations, where such costs or expenses are incurred in order to avoid or mitigate Bodily Injury, Property Damage or Cleanup Costs which may be covered under this Policy.
- Where a Pollution Condition exists both within and beyond the boundaries of a location designated in Item 5 of the Declarations the Company will pay only those costs constituting Cleanup Costs, which are directly necessitated by the Pollution Condition Emanating From and existing beyond the boundaries of such location.
- H. arising out of the ownership, maintenance, use, operation, loading or unloading of any Automobile, aircraft, watercraft or rolling stock.
 - I. arising from Pollution Conditions Emanating From the locations designated in Item 5 of the Declarations, which commence subsequent to the time such locations are sold, leased, given away, abandoned or operational control has been relinquished.

J.

- 1) for Bodily Injury, Property Damage or Cleanup Costs
 - a. with respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. resulting from the Hazardous Properties of Nuclear Material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2) for Bodily Injury, Property Damage or Cleanup Costs resulting from the Hazardous Properties of Nuclear Material, if
- a. the Nuclear Material (i) is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured or (ii) has been discharged or dispersed therefrom;
 - b. the Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - c. the Bodily Injury, Property Damage or Cleanup Costs arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to Property Damage to such Nuclear Facility and any property thereat.

3) As used in this exclusion:

"Hazardous Properties" include radioactive, toxic or explosive properties;

"Nuclear Material" means Source Material, Special Nuclear Material or By-Product Material;

"Source Material," "Special Nuclear Material," and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor;

"Waste" means any waste material (a) containing By-Product Material and resulting from the operation by any person or organization of any Nuclear Facility included within the definition of Nuclear Facility under paragraph (a) or (b) thereof;

"Nuclear Facility" means

- a. any Nuclear Reactor;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing Spent Fuel or (3) handling, processing or packaging Waste;
- c. any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at anytime the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property Damage" includes all forms of radioactive contamination of property.

- K. for "Property Damage" to goods or products manufactured, sold, handled or distributed by the Insured or its parent, subsidiary or affiliate arising out of such goods or products or any part thereof, or due to Property Damage to work performed by, or on behalf of the Insured or its parent, subsidiary or affiliate arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- L. arising from Pollution Conditions based upon or attributable to the Insured's intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.
- M. arising from Pollution Conditions based upon or attributable to acid rain conditions.
- N. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.
- O. for costs, charges or expenses incurred by the Insured for goods supplied or services performed by the staff and/or salaried employees of the Insured, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.
- P. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

- A. The Company's total liability for all Losses from Claims first made against the Insured and reported in writing to the Company during the Policy Period and including the Extended Reporting Period, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all Losses". The purchase by the Named Insured of an Extended Reporting Period pursuant to Section VI. shall not serve to reinstate or increase the "Total for all Losses" limit of liability of this Policy.

Subject to the foregoing, this Policy is to pay covered Loss in excess of the Deductible amount stated in Item 4 of the Declarations up to but not exceeding the "each Loss" limit of liability shown in Item 3 of the Declarations. The Deductible amount applies to each Loss. The Insured shall promptly reimburse the Company for advancing any element of Loss falling within the Insured's Deductible.

- B. Regardless of the number of Claims, Pollution Conditions, claimants or Insureds, the total liability of the Company for Claims during one or more policy periods arising out of the same, interrelated, associated, repeated or continuous Pollution Conditions shall be considered a single Loss subject to the "each Loss" limit of liability shown in Item 3 of the Declarations of the policy in effect when the first Claim was made and reported to the Company, and shall be deemed first reported to the Company during the policy period in which the initial Claim was first reported to the Company.

VI. EXTENDED REPORTING PERIOD

The Named Insured shall be entitled to purchase an Extended Reporting Period upon termination of coverage as defined herein except in the event of nonpayment of premium.

- A. A Claim first made and reported within the Extended Reporting Period if purchased in accordance with the provisions contained in Paragraph B. of this Section, will be deemed to have been made on the last day of the Policy Period, provided that the Claim arises from a Pollution Condition that commenced before the end of the Policy Period.
- B. The Company shall issue an endorsement providing an Extended Reporting Period of 12 months from termination of coverage hereunder for all covered locations or any specific locations listed in Item 5 of the Declarations provided that the Named Insured:

- 1) makes a written request for such endorsement which the Company receives within 30 days after termination of coverage as defined herein; and
 - 2) pays the additional premium when due. If that additional premium is paid when due, the Extended Reporting Period may not be cancelled, provided that all other terms and conditions of the Policy are met.
- C. Termination of coverage occurs:
- 1) At the time of cancellation or nonrenewal of this Policy by the Named Insured or by the Company; or
 - 2) a. At the time of the deletion of a location listed in Item 5 of the Declarations from this Policy by the Company or
 - b. at the time a location listed in Item 5 of the Declarations is sold, leased, given away, or abandoned or at which operational control has been relinquished.
- D. The Extended Reporting Period is available to the Named Insured for not more than 100% of the Policy premium.
- E. The purchase of an Extended Reporting Period shall not serve to reinstate or increase the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all Losses".

VII. TERRITORY

This Policy only applies to Claims arising from Pollution Conditions in the United States, its territories or possessions or Canada and only if such Claims are made or brought in the United States, its territories or possessions or Canada.

VIII. CHOICE OF LAW AND FORUM

In the event that the Insured and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the Insured and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in the State of New York.

Arbitration:

- 1) Any disputes or differences which the Insured and the Company agree to resolve through arbitration shall be submitted to the decision of two arbitrators, one to be chosen by each party, and in the event of the arbitrators failing to agree, to the decision of an umpire to be chosen by the arbitrators. The arbitrators and umpire shall be disinterested, active or retired executive officials of fire or casualty insurance or reinsurance companies or Underwriters at Lloyd's of London. If either of the parties fails to appoint an arbitrator within one month after being requested by the other party in writing to do so, or if the arbitrators fail to appoint an umpire within one month of a request in writing by either of them to do so, such arbitrator or umpire, as the case may be, shall at the request of either party be appointed by a Justice of the Supreme Court of the State of New York.
- 2) The arbitration proceeding shall take place in New York, New York. The applicant shall submit its case within one month after the appointment of the court of arbitration, and the respondent shall submit its reply within one month after the receipt of the claim. The arbitrators and umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under the Policy according to an equitable rather than a strictly legal interpretation of its terms.
- 3) Their written decision shall be provided to both parties and shall be final and not subject to appeal.
- 4) Each party shall bear the expenses of his arbitrator and shall jointly and equally share with the other the expenses of the umpire and of the arbitration.

This article shall survive the termination of this Policy.

IX. CONDITIONS

- A. **Inspection and Audit-** The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
- B. **Cancellation-** This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Policy, written notice stating when not less than 30 days (10 days for non payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- C. **Representations-** By acceptance of this Policy, the Insured agrees that the statements in the Declarations and Application are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.
- D. **Action Against Company-** No action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any its obligations hereunder.

- E. **Assignment-** This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- F. **Subrogation-** In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after a Claim to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of a Loss caused by Pollution Conditions under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the Insured and the Company in proportion to each amount actually paid as a result of judgment, settlement or defense of a Claim for Bodily Injury, Property Damage or Cleanup Costs arising from Pollution Conditions.

- G. **Changes-** Notice to any agent or knowledge possessed by any agent or by any person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

Sole Agent- The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued

to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Extended Reporting Period clause.

- I. Other Insurance- Where other insurance is available to the Named Insured for Losses covered under the terms and conditions of the Policy, the Company's obligation to the Insured shall be as follows:
 - 1) This insurance shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the Insured while acting as a self-insured for any coverage.
 - 2) Where this insurance is excess insurance, the Company will pay only its share of the amount of Loss, if any, that exceeds the total amount of all such valid insurance.

The Insured shall promptly upon request of the Company provide the Company with copies of all policies potentially applicable against the liability covered by this Policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its president and secretary and countersigned on the Declarations page by a duly authorized agent of the Company.

Elizabeth M. Tuck

SECRETARY

Walter L. Mooney

PRESIDENT

ENDORSEMENT NO. 1

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

COVERED LOCATIONS ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that the following locations are covered subject to all the terms, conditions and exclusions of this Policy and shall be deemed listed in Item 5 of the Declarations:

1. Superior Glacier Ridge Landfill
fka Hechimovich Sanitary Landfill
N7296 Highway V
Horicon, WI 53032
2. Superior Valley Meadows Landfill
fka Valley Sanitation Landfill
1215 Klement Street
Fort Atkinson, WI 53538
3. Superior Cranberry Creek Landfill
fka Tork-Seneca Landfill
2510 Engel Road
Wisconsin Rapids, WI 54495
4. Superior FCR Landfill
fka Forest City Road Landfill
6480 County Road 12N
Buffalo, MN 55313
5. Mineral Springs Temporary Storage
and Disposal Facility
1276 Mineral Springs Road
Port Washington, WI 53074
6. Superior Services-Sheboygan
a division of Superior Wisconsin
fka E&K General Hauling/Sheboygan Area Transfer Station
2925 Paine Avenue
Sheboygan, WI 53081

Transfer

ENDORSEMENT # 1

PAGE 2 OF 2

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

7. Superior Services-Cuba City
a division of Superior of Wisconsin
fka Wiederholt Sanitation
30111 Roaster Road
Cuba City, WI 53807

TRANSFER

8. Superior Services-Central Wisconsin
a division of Superior Wisconsin
fka Valley Sanitation Marshfield
501 South Hume
Marshfield, WI 54449-0668

TRANSFER STATION

9. Superior Services-Central Wisconsin
a division of Superior of Wisconsin
fka Valley Sanitation Marshfield
645 Jensen Drive
Medford, WI 54451

TRANSFER STATION

10. Superior Services-Omro
a division of Superior of Wisconsin
fka Professional Waste Services
250 Alder
Omro, WI 54963

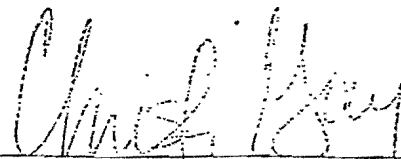
TRANSFER

11. Superior Services of Horicon
a division of Glacier Ridge, Inc.
fka Hechimovich Landfill, Inc.
803 N River Road
West Bend, WI 53095

TRANSFER

12. Superior Services-Menomonee Falls
a division of Superior of Wisconsin
fka Cedar Disposal
N60 W16280 Kohler Lane
Menomonee Falls, WI 53051

TRANSFER



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RADIOACTIVE MATTER EXCLUSION

This insurance does not apply to:

Claims arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.



AUTHORIZED REPRESENTATIVE

52770 (11/91)

ENDORSEMENT NO. 3

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

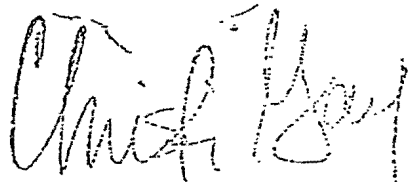
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

UNDERGROUND STORAGE TANK EXCLUSION

It is hereby agreed that this insurance does not apply to Claims arising from Pollution Conditions emanating from any underground storage tank unless satisfactory integrity test results (Company approved method) are received and approved by and are on file with the underwriter. Coverage is available only for those underground storage tanks specifically approved in writing by the underwriter and scheduled in the Policy by endorsement.

An underground storage tank is any tank, including associated underground piping connected to the tank, that has at least ten (10) percent of its volume below ground.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

RETROACTIVE DATE

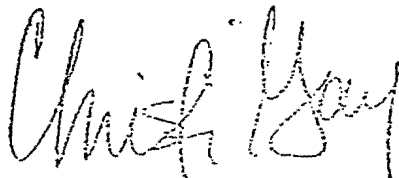
In consideration of the premium paid, it is hereby agreed that the following sentence is added to the end of the Paragraph A. of Section I., Insuring Agreement, contained in the jacket of the Policy:

This insurance applies only if the Bodily Injury, Property Damage or Cleanup Costs results from Pollution Conditions that commence on or subsequent to the Retroactive Dates below:

Retroactive Date for locations 1, 2 and 3 on Endorsement #1 will be November 4, 1993.

Retroactive Date for location 4 on Endorsement #1 will be July 18, 1994.

Retroactive Date for locations 6, 7, 8, 9, 10, 11 and 12 on Endorsement #1 will be May 18, 1996.



AUTHORIZED REPRESENTATIVE

52771 (11/91)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

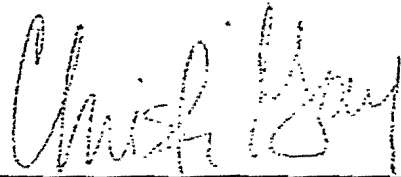
By: Commerce and Industry Insurance Company

INDEPENDENT COUNSEL

In the event the Insured is entitled by law to select independent counsel to defend the Insured at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar Claims or suits in the community where the Claim arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending Claims or suits similar to the one pending against the Insured and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the Insured agrees that counsel will timely respond to the Company's request for information regarding the Claim or suit.

Furthermore, the Insured may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.



AUTHORIZED REPRESENTATIVE

52769 (11/91)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

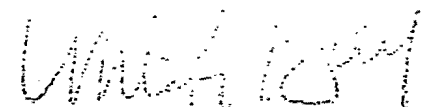
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

In consideration of the premium paid, it is hereby agreed that the following entities are included as **Named Insureds**, in Item 1 of the Declarations, but solely as respects liability arising out of the ownership, operation, maintenance or use of the locations designated in Item 5 of the Declarations. The first **Named Insured**, if any, previously designated in Item 1 of the Declarations shall remain unchanged as such.

NAMED INSUREDS

SUPERIOR SERVICES HAZARDOUS WASTE GROUP, INC.
ENVIRONMENTAL SERVICES HAZARDOUS WASTE GROUP, INC.
MINERAL SPRINGS CORPORATION
SUPERIOR GLACIER RIDGE LANDFILL fka HECHIMOVICH SANITARY LANDFILL, INC.
SUPERIOR VALLEY MEADOWS LANDFILL fka VALLEY SANITATION LANDFILL, INC
SUPERIOR CRANBERRY CREEK LANDFILL fka TORK-SENECA LANDFILL
TORK TRICKING AND EXCAVATING, INC.
SUPERIOR FCR LANDFILL fka FOREST CITY ROAD LANDFILL
SUPERIOR SERVICES-SHEBOYGAN
SUPERIOR SERVICES-CUBA CITY
SUPERIOR SERVICES-CENTRAL WISCONSIN
SUPERIOR SERVICES-OMRO
SUPERIOR SERVICES OF HORICON
SUPERIOR SERVICES-MENOMONEE FALLS



AUTHORIZED REPRESENTATIVE

52764 (11/91)

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

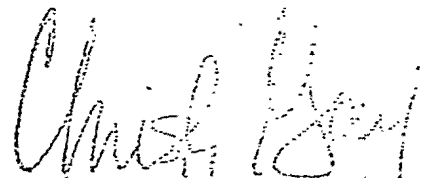
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

In consideration of the premium paid, it is hereby agreed that the following entities are included as Additional Insureds, but solely as respects liability arising out of the Named Insured's ownership, operation, maintenance or use of the locations designated in Item 5 of the Declarations.

ADDITIONAL INSUREDS

E&K HAZARDOUS WASTE SERVICES
ALLIANCE TRANSPORTATION



AUTHORIZED REPRESENTATIVE

52763 (11/91)

ENDORSEMENT NO. 8

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

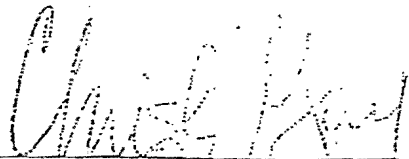
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

LIMITED LOADING AND UNLOADING COVERAGE

In consideration of the premium paid, it is hereby agreed that Exclusion H. in Section IV. of the Policy is deleted in its entirety and replaced by the following provision:

H. arising out of the ownership, maintenance, use, operation, loading or unloading of any Automobile, aircraft, watercraft or rolling stock, except that this exclusion does not apply to Claims arising out of the loading or unloading of any Automobile which occurs at the location(s) designated in Item 5 of the Declarations.



AUTHORIZED REPRESENTATIVE

52772 (11/91)

ENDORSEMENT NO. 9

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following is added to the "Subrogation" Condition:

The Company shall be entitled to a recovery only after the Insured has been fully compensated for damages.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

WISCONSIN AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In compliance with the Insurance Regulations of the State of Wisconsin the following provisions are hereby added to the policy.

In the event a similar provision is already contained in the policy, the provisions of this endorsement take precedence over such similar provisions.

No action shall lie against the Insurer unless, as a condition precedent thereto all the terms of this policy, shall have been fully complied with. Any person or organization or the legal representative thereof shall thereafter be entitled to recover under the policy to the extent of the insurance afforded by this policy.

The terms of this policy shall not be changed except by endorsement issued to form a part of this policy, signed by a duly authorized agent of the Insurer. Notice given by or on behalf of the Named Insured to any authorized agent of the Insurer with particulars sufficient to identify the policy is notice to the Insurer.

Knowledge by an agent of the Insurer of any fact which breaches a condition of the policy shall be knowledge of the Insurer if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the Named Insured. Any fact which breaches a condition of the policy and is known to the agent prior to the loss shall not void the policy or defeat a recovery thereon in the event of a loss.

By acceptance of this policy the named Insured and Other Insured(s) agree that the statements in the application and the declarations, and in any subsequent notice relating to this insurance are their agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured, Other Insured(s) and the Insurer or any of its agents relating to this insurance.

No misrepresentation or breach of affirmative warranty made by, or on behalf of, the Named Insured or Other Insured(s) in the negotiation of this policy affects the Insurer's obligation under this policy unless the Insurer relies on it or it is made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects the Insurer's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to render payment of premium.

For liability policies only, bankruptcy or insolvency of the insured shall not diminish the liability of the Insurer to third parties, and if execution against the Insured is returned unsatisfied, an action may be maintained against the Insurer to the extent that the liability is covered by the policy.

CANCELLATION AND NONRENEWAL

1. This policy may be canceled by the Named Insured at any time by written notice or by surrender of this policy to the Insurer or any of its authorized representatives stating when thereafter such cancellation shall be effective.
2. New policies in effect for less than sixty (60) days and any policy for which the premium has not been paid when due, may be canceled by the Insurer by mailing or delivering written notice to the Named Insured, stating when not less than ten (10) days thereafter, such cancellation shall be effective.
3. Other than for non-payment of premium, insurance under this policy which has been in effect for sixty (60) days or more may be canceled by the Insurer prior to expiration of the policy term only for one of the following specified reasons:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, except that the Insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or
- c. Substantial breaches of contractual duties, conditions or warranties.

Such cancellation may be made by mailing or delivering to the Named Insured written notice stating when, or not less than ten (10) days thereafter, such cancellation shall be effective.

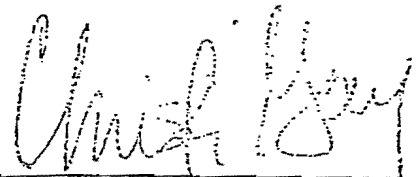
4. If the Insurer elects not to renew this policy for any reason other than nonpayment of premium, it shall mail or deliver to the Named Insured, at the address shown in this policy, written notice of such nonrenewal not less than sixty (60) days prior to the expiration date. Notwithstanding the failure of the Insurer to comply with the foregoing provision, this policy shall terminate:

- a. On such expiration date if:

- 1. the named Insured has notified the Insurer or its agent that he does not wish this policy to be renewed; or
- 2. if the Insurer has mailed notice of renewal premium due to the Named Insured not more than seventy five (75) days and not less than ten (10) days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the Named Insured has failed to pay the renewal premium by such expiration date;

- b. On the effective date of any other insurance policy issued as a replacement for any insurance to which both such policies apply.

5. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 11

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

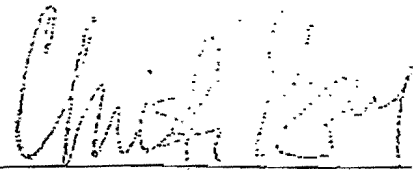
Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

CANCELLATION

In consideration of the premium paid, it is hereby agreed that Section IX., CONDITIONS, Paragraph B., Cancellation, and the cancellation/nonrenewal endorsement, if any issued to form a part of this policy, are amended as follows: In the event that the Policy is canceled by the Company for any reason except nonpayment of premium, the Company shall send written notice of cancellation to the Named Insured at the address shown in Item 1 of the Declarations, such notice to be given not less than SIXTY (60) days prior to the effective date of cancellation.

All other terms and conditions relating to cancellation as contained in Section IX., Paragraph B. and in the cancellation/nonrenewal endorsement, if any, issued to form a part of this policy, remain unchanged.



AUTHORIZED REPRESENTATIVE

52768 (11/91)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

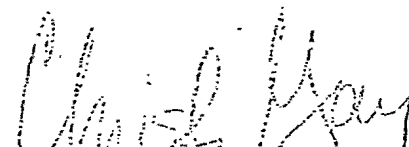
DEFENSE COSTS AMENDATORY ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that:

1. Section III, DEFINITIONS, Paragraph G.(2) is hereby deleted.
2. Costs, charges and expenses incurred in the defense, investigation, or adjustment of Claims covered by this Policy, as well as Loss, shall be included in the Deductible.

If the Company advances all or part of the Deductible, the Insured, upon the Company's request, shall immediately reimburse the Company for any sums advanced.

3. In addition to the applicable limit of liability, the Company shall pay on behalf of the Insured costs, charges and expenses incurred in the defense, investigation or adjustment of Claims covered hereunder. The total liability of the Company for such costs, charges and expenses associated with all Loss(es) shall not exceed twenty-five percent (25%) of the "Total for all Losses" limit of liability set forth in Item 3 of the Declarations.



AUTHORIZED REPRESENTATIVE

52775 (11/91)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM 05/19/96

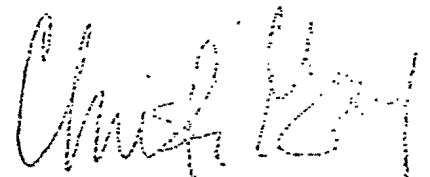
Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ANTI-STACKING ENDORSEMENT

In consideration of the premium paid, it is hereby agreed that regardless of the number of Insureds under this Policy PLL 8183833 and Policy PLL 8183834, the combined total limit of liability of the Company under this Policy PLL 8183833 with Policy PLL 8183834 shall be \$10,000,000 each Loss and \$12,500,000 Total for all Losses, and the combined total limit of liability shall not operate to increase the limit of liability as shown in the Declarations of each of the Policies.



AUTHORIZED REPRESENTATIVE

52765 (11/91)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

ON-SITE THIRD PARTY BODILY INJURY COVERAGE

In consideration of the premium charged, it is hereby agreed that the following changes are made to the Policy. Terms appearing in boldface type are defined in Section III., DEFINITIONS, of the Policy, as amended by Item 2. of this Endorsement.

1. The following is added to Section I., INSURING AGREEMENT, Paragraph A:
 - A. To pay Loss on behalf of the Insured, in excess of the Deductible amount shown in Item 4 of the Declarations, that the Insured has or will become legally obligated to pay as a result of Claims first made against the Insured and reported to the Company, in writing, during the Policy Period, or during the Extended Reporting Period if applicable, for Pollution Conditions on, within or under or the locations designated in Item 5 of the Declarations, that result in Bodily Injury which is unexpected and unintended from the standpoint of the Insured.
2. Paragraph B. in Section III., DEFINITIONS, is deleted and replaced with the following:
 - B. With respect to Coverage A. Pollution Legal Liability Insurance: Bodily Injury means physical injury, or sickness, disease, mental anguish or emotional distress when accompanied by physical injury, sustained by any person, including death resulting therefrom, caused by Pollution Conditions on, within, under or Emanating From the locations designated in Item 5 of the Declarations.
3. Paragraph F. in Section IV., EXCLUSIONS, is deleted and replaced with the following:
 - F. arising from Property Damage on, within or under the location(s) designated in Item 5 of the Declarations, which is incurred in the course of avoiding or mitigating Bodily Injury, Property Damage or Cleanup Costs which may be covered under this Policy.
4. Paragraph I. in Section IV., EXCLUSIONS, is deleted and replaced with the following:
 - I. arising from Pollution Conditions on, within, under or Emanating From the locations designated in Item 5 of the Declarations, which commence subsequent to the time such locations are sold, leased, given away, abandoned or operational control has been relinquished.
5. All other terms and conditions of the Policy remain unchanged. Nothing in this Endorsement shall be deemed or construed to increase the limits of liability shown in Item 3 of the Declarations as applicable to "each Loss" and the "Total for all Losses".


AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM 05/19/96

Forms a part of policy no.: 8183833

Issued to: Superior Services, Inc.

By: Commerce and Industry Insurance Company

REINSTATEMENT OF AGGREGATE LIMIT

It is hereby agreed that in the event that the aggregate limit of liability of this policy is exhausted by Loss incurred (Loss incurred means Loss or expense payment and reserves), the Named Insured will have the option to purchase one reinstatement of the aggregate limit upon payment of an additional premium not exceeding one hundred percent (100%) of the total premium paid for this 3 year policy term.

It is further agreed that the reinstatement of the aggregate limit will not take effect until the applicable excess policy(ies) have been exhausted by those Losses incurred during the policy period.


AUTHORIZED REPRESENTATIVE

Exhibit "K"
ACKNOWLEDGED TRANSPORTER COMPLIANCE POLICY

The Operator shall require any Acknowledged Transporters, other than the Operator or any affiliate of Onyx Waste Services, Inc., to agree to the Acknowledged Transporter vehicular requirements in the form as set forth below. These requirements shall be distributed to any Acknowledged Transporter, other than the Operator or any affiliate of Onyx Waste Services, Inc., the first time the Acknowledged Transporter uses the Solid Waste Facility and every six (6) months thereafter, either through personal delivery of the requirements at the scale or in the billing statement. The requirements shall be posted at all times at the scale window.

Acknowledged Transporter Vehicular Requirements

I agree, as a representative of _____ (contract hauler), that I/our company and/or our representatives will cooperate with Onyx Waste Services, Inc. and operate in conformance with the vehicular requirements of the Cranberry Creek Landfill Final Negotiated Agreement and local ordinances to ensure that as a hauler disposing of waste at the Superior Cranberry Creek Landfill our company will comply with the vehicle requirements imposed by the Operator, as stated below. I further acknowledge that the Operator is under obligation to cooperate with the Affected Municipalities in order to substantially minimize Solid Waste transported in such third party vehicles from discharging, leaking, spilling, falling or blowing out of such transport vehicles on public or private lands in the County.

I, _____ (contract hauler/individual), agree to conduct the transportation of waste based on the following:

1. Contract Hauler will operate its transport vehicles so as to substantially eliminate the potential for discharge of waste onto public or private property in the County.
2. All transport vehicles will be equipped with proper side boards, gates, straps and/or tarps to allow for the safe transport of waste to or from the Solid Waste Facility. This equipment shall meet or exceed DNR or Wisconsin Department of Transportation specifications.
3. General Operating hours will be from 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday. All vehicles shall cross the scale no later than 15 minutes prior to the end of the day. Operating hours may be temporarily extended.
4. Contract Hauler will only approach and leave the Solid Waste Facility utilizing the following routes: (1) CTHF which becomes 17th Avenue in Wisconsin Rapids to Engel Road; (2) Highway 54 to Highway 13 to 25th Avenue; (3) Highway 34 to Nash Road to Bonow Avenue to 17th Avenue to Engel Road; or (4) Highway 13 to 25th Avenue.

5. All loads/trucks will be fully contained and/or tarped as they enter the Solid Waste Facility and will be either swept out inside the Active Fill Area of the landfill or tarped when they leave the Solid Waste Facility.
6. Any failure to comply with these requirements will result in a turn-back of the truck from the Solid Waste Facility.

This compliance policy may be amended to conform with any approvals made pursuant to the Agreement or any modifications of the Agreement.