

## CERTIFICATE

The undersigned, Linda J. Smith, hereby certifies that she is the duly elected, qualified and acting Secretary of Waste Management, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"); that as such officer, she is in charge of the Minute Book and other corporate records of said Corporation; that the following is a full, true and correct copy of the resolutions appearing in the records of the Corporation, and that said resolutions were adopted by a legal majority of the Board of Directors of said Corporation, at a meeting thereof duly and regularly held on March 2, 2001; and the undersigned further certifies that as of the date hereof said resolutions have not been rescinded or modified and are in full force and effect.

**WHEREAS**, from time to time, the Corporation and its subsidiaries are requested or required to provide corporate guaranties to support obligations of its affiliates, to guarantee performance of its affiliates and for other corporate purposes (a "Performance Guaranty"); and

**WHEREAS**, the Board of Directors desires to allow for the execution and delivery of Performance Guaranties on substantially the same terms and conditions as set forth for guaranties delivered in connection with borrowings;

**NOW, THEREFORE, BE IT RESOLVED**, that any two officers of the Corporation or any Affiliate (as hereafter defined) (provided that one of said two officers is the Chief Financial Officer or, if appointed by the Chief Financial Officer in writing, any Treasurer, Assistant Treasurer, Chief Accounting Officer, Controller or Vice President of the Corporation) be, and they each hereby are, authorized, upon such terms and conditions as they shall deem proper, to execute and deliver for and on behalf of the Corporation or any wholly-owned or controlled direct or indirect subsidiary or entity (an "Affiliate") any Performance Guaranty, including without limitation any guaranty agreements and other instruments or written obligations of the Corporation as may be desired or required in connection with such Performance Guaranties and in all cases containing such terms and conditions as may be acceptable or agreeable to any two of said officers, such acceptance and agreement to be conclusively evidenced by any two of said officers' execution and delivery thereof; and

**RESOLVED FURTHER**, that any two of said officers are hereby authorized in the name of and on behalf of the Corporation or such Affiliate to take such further action and to do all things that may appear in the discretion of any of them to be necessary in connection with renewals,

extensions for any period, rearrangements, retirements or compromises of the indebtedness, obligations or liabilities of the Corporation or such Affiliate to the other parties to such Performance Guaranties or any other indebtedness, obligations and liabilities of the Corporation or Affiliates owing to such other parties; and

**RESOLVED FURTHER**, that any two of said officers are authorized to do or cause to be done all such acts or things, and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and certificates (including, without limitation, any and all requests, notices, and certificates required or permitted to be given or made to the other parties under the terms of any of the instruments executed on behalf of the Corporation or any Affiliate in connection with the Performance Guaranties), in the name and on behalf of the Corporation or such Affiliate as any two of said officers, in their discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Corporation or such Affiliate under all instruments executed on behalf of the Corporation or such Affiliate in connection with the Performance Guaranties; and

**RESOLVED FURTHER**, that the execution by any of said officers, of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Corporation or such Affiliate, without the necessity of the signature or attestation of any other officer of the Corporation or such Affiliate or the affixing of the corporate seal; and

**RESOLVED FURTHER**, that to the extent any director, officer or employee of this Corporation serves as an officer or employee of any Affiliate, such person is hereby authorized and empowered to execute and deliver Performance Guaranties on the terms and conditions set forth herein, and any such person acting as a director, manager, general partner or in a similar governing capacity is authorized, empowered and directed to adopt resolutions for such Affiliate permitting such actions substantially in the form of these resolutions; and

**RESOLVED FURTHER**, that all Performance Guaranties, acts, transactions, or agreements executed or undertaken prior to the adoption of these resolutions by any of said officers or representatives of the Corporation or any Affiliate in its name and for its account in connection with the foregoing matters are hereby ratified, confirmed and adopted by the Corporation; and

**RESOLVED FURTHER,** that the Secretary, any Assistant Secretary, or any other appropriate officer of the Corporation is hereby authorized to certify these resolutions.

Dated at Houston, Texas this 11th day of August, 2010.

  
\_\_\_\_\_  
Linda J. Smith, Secretary

CITY OF FRANKLIN

Approved this 17<sup>th</sup> day of Aug., 2010.

BY: Thomas M. Taylor  
\_\_\_\_\_, Mayor

ATTEST: Sandra L. Kosolowski  
\_\_\_\_\_, Clerk

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



CERTIFICATION

I, Sandra L. Wesolowski, City Clerk of the City of Franklin, Milwaukee County, Wisconsin, do hereby certify that I have compared the annexed copy of Resolution No. 2010-6664 with the original thereof on file and recorded in the City Clerk's Office which was adopted on the 17th day of August, 2010, and that the same is a true and correct copy of the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said City of Franklin, Wisconsin, this 15th day of October, 2010.



  
Sandra L. Wesolowski  
City Clerk

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2010-6664

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A WMWI  
METRO LANDFILL FACILITY GREENSPACE PROTECTION AND LIMITED  
LANDFILL EXPANSION AGREEMENT BETWEEN WASTE MANAGEMENT OF  
WISCONSIN, INC. AND THE CITY OF FRANKLIN, THE CITY OF MUSKEGO, THE  
TOWN OF RAYMOND, THE TOWN OF NORWAY, WAUKESHA COUNTY, RACINE  
COUNTY AND MILWAUKEE COUNTY

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WHEREAS, an agreement entitled "WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement" is the product of the negotiation process required under Wis. Stat. § 289.33, between the Waste Facility Siting Committee and Waste Management of Wisconsin, Inc., upon Waste Management of Wisconsin, Inc.'s 2001 and 2003 application(s) to expand the Metro landfill at South 124th Street and West County Line Road; and

WHEREAS, the Waste Facility Siting Committee conditionally approved the aforesaid Agreement on August 4, 2010, such conditions including amendments to the agreement draft before it that day, and such amendments having been made and the Vice-Chairman of the Committee having executed the Agreement on August 16, 2010 and Waste Management of Wisconsin, Inc. having executed the Agreement on August 16, 2010, accordingly; and

WHEREAS, the other party Affected Municipalities to the Agreement include Milwaukee County, Racine County, Waukesha County, the Town of Raymond, the Town of Norway and the City of Muskego, which upon execution by such municipalities will allow such signatory municipality to participate in the adverse impact benefits as set forth in the Agreement; and

WHEREAS, Wis. Stat. § 289.33(9), provides in part:

(i) *Submission for approval.* Within 2 weeks after approval of the written agreement by the applicant and the local committee, the local committee shall submit the negotiated agreement to the appropriate governing bodies for approval.

(j) *Appropriate governing bodies for approval.* If the local committee includes members from a town, city or village where all or a portion of the facility is to be located, the appropriate governing bodies consist of the governing body of each town, city or village where all or a portion of the facility is to be located with members on the local committee. If the local committee does not include members from any town, city or village where all or a portion of the facility is to be located, the appropriate governing bodies consist of the governing body of each participating town, city or village.

(k) *Approval.* If the local committee includes members from any town, city or village where all or a portion of the facility is to be located and if the negotiated agreement is approved by

TOWN OF RAYMOND

Approved this 23 Day of August, 2010.

BY: Gary Kastenson  
Gary Kastenson, Chairman

ATTEST: Linda M. Terry  
Linda M. Terry, Town Clerk

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



TOWN OF RAYMOND  
RESOLUTION NUMBER 2010- 01

The Town Board of the Town of Raymond, having duly considered the proposal Landfill Agreement approved by the Negotiating Committee pursuant to Chapter 289 of the Wisconsin Statutes, the State of Wisconsin Landfill Siting Law on the 23rd day of August, 2010; and

WHEREAS, the matter has been properly noticed and placed as an Agenda item and has been properly been made available for public discussion,

NOW, THEREFORE, The Town Board of the Town of Raymond does hereby resolve as follows:

1. The Town of Raymond does hereby approve the WMWI-Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement pursuant to Wisconsin Statute 289.33(9)(k).
2. The provisions pertaining to the Raymond borrow pit dedicated as a part of the July 17, 1992 Metro Landfill Southeast Siting Agreement under which the identified property along 8-Mile Road in the Town of Raymond was made a passive recreation-conservation area under which the Town of Raymond could obtain title if such dedication were accepted, does hereby specifically agree that under Article VII, Paragraph 3 on Page 46 of the Agreement, that all such Town rights and liabilities in such property will be hereinafter transferred under a Conservation Deed Restriction, Easement or outright Dedication to a Conservation Trust such that the property in question shall be made part of a Green Belt Conservation area supplementing substantial other acreage being donated as part of the Landfill Agreement; all as more specifically set forth in the current Landfill Agreement.

Dated this 23rd day of August, 2010.

TOWN OF RAYMOND

BY: Gary Kastenson  
Gary Kastenson, Chairman

Certification

I, Linda M. Terry, duly elected clerk of the Town of Raymond do hereby state under oath and certify that the above Resolution was duly noticed, placed on the Agenda and properly passed by 4 to 0 vote of the Raymond Town Board.

Dated: August 23, 2010

STATE OF WISCONSIN )  
COUNTY OF Racine ) ss

Subscribed to and sworn to before me  
This 23rd day of August, 2010

Linda M. Terry  
Notary Public, State of Wisconsin  
County of Racine  
My commission is permanent. expires 4-27-2014.



TOWN OF NORWAY

Approved this 25th day of August 2010.

By: Jean M Jacobson  
Jean M Jacobson, Chair

Attest: Patricia Campbell  
Patricia Campbell, Deputy Town Clerk

TOWN OF NORWAY  
RESOLUTION NO 2010-002

The Town of Norway, having duly considered the proposal Landfill Agreement approved by the Negotiating Committee pursuant to Chapter 289 of the Wisconsin Statutes, the State of Wisconsin Landfill Siting Law on the 25<sup>th</sup> day of August, 2010; and

WHEREAS, the matter has been properly noticed and placed as an Agenda item and has been properly been made available for public discussion,

NOW, THEREFORE, the Town Board of the Town of Norway does hereby resolve as follows:

1. The Town of Norway does hereby approve the WMWI-Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement pursuant to Wisconsin Statute 289.33(9)(k).
2. The Town of Norway Chair shall immediately sign the approval page on the Landfill Contract and the same shall be forwarded to Attorney Patrick J. Hudec for filing prior to September 3, 2010.

Dated this 25<sup>th</sup> day of August, 2010.

TOWN OF NORWAY

By: Jean M. Jacobson  
Jean M. Jacobson, Chair

Certification

I, Patricia Campbell, duly appointed Deputy Clerk for the Town of Norway, do hereby state under oath and certify that the above Resolution was duly noticed, placed on the Agenda and properly passed by 5 to 0 vote of the Town Board of the Town of Norway.

Dated: 08/25/2010

Patricia Campbell  
Patricia Campbell

STATE OF WISCONSIN )  
COUNTY OF RACINE ) ss

Subscribed and sworn to before me this 25<sup>th</sup> day of August, 2010.

Camille Cohen  
Notary Public, State of Wisconsin,  
County of Racine  
My Commission Expires 06/19/2011

**COMMON COUNCIL - CITY OF MUSKEGO  
RESOLUTION #099-2010**

**A RESOLUTION AUTHORIZING EXECUTION OF WMWI  
METRO LANDFILL FACILITY GREENSPACE PROTECTION AND  
LIMITED LANDFILL EXPANSION AGREEMENT BETWEEN  
WASTE MANAGEMENT OF WISCONSIN, INC. AND  
THE CITY OF FRANKLIN, THE CITY OF MUSKEGO, THE TOWN OF RAYMOND,  
THE TOWN OF NORWAY, WAUKESHA COUNTY,  
RACINE COUNTY AND MILWAUKEE COUNTY**

WHEREAS, an Agreement entitled "WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement" is the product of the negotiation process required under Wis. Stat. §289.33, between the Waste Facility Siting Committee and Waste Management of Wisconsin, Inc., upon Waste Management of Wisconsin, Inc.'s 2001 and 2003 application(s) to expand the Metro landfill at South 124 Street and West County Line Road; and

WHEREAS, the Waste Facility Siting Committee conditionally approved the aforesaid Agreement on August 4, 2010; and

WHEREAS, the City of Muskego is an affected municipality to the Agreement; and

WHEREAS, the City of Muskego must timely approve the Agreement to receive the payments that are part of the terms of the Agreement; and

WHEREAS, the City Attorney has recommended that it is in the best interests of the City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the "WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement."

BE IT FURTHER RESOLVED That the Mayor and Clerk are authorized to sign the Agreement in the name of the City.

DATED THIS 28 DAY OF September, 2010.

SPONSORED BY:

FINANCE COMMITTEE  
Ald. Tracy Snead  
Ald. Noah Fiedler  
Ald. Keith Werner

This is to certify that this is a true and accurate copy of Resolution #099-2010 which was adopted by the Common Council of the City of Muskego.

  
Clerk-Treasurer

RACINE COUNTY

Approved this 11<sup>th</sup> day of October, 2010.

BY: William L. McReynolds  
William L. McReynolds, County Executive

ATTEST: Wendy M. Christensen 10/7/10  
Wendy M. Christensen County, Clerk

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

Date 10.8.10  
Certified to be correct as to form  
By [Signature]  
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR  
[Signature] 10/7/10  
Sign Date



OFFICE OF THE RACINE COUNTY CLERK

Wendy M. Christensen

730 Wisconsin Avenue, Racine, Wisconsin 53403

E-mail [Wendy.Christensen@goRacine.org](mailto:Wendy.Christensen@goRacine.org)

Phone 262-636-3121

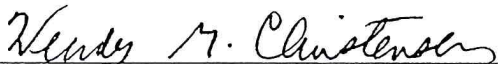
Fax 262-636-3491

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September 2010

TO WHOM IT MAY CONCERN:

I, Wendy M. Christensen, County Clerk in and for the  
County of Racine, State of Wisconsin, do hereby certify  
that the attached is a true and correct copy of a  
Resolution adopted by the Racine County Board of  
Supervisors on September 28, 2010.

  
Wendy M. Christensen  
Racine County Clerk

County Seal

1st Reading 9-28-10

2nd Reading 9-28-10

BOARD ACTION:  
Adopted yes  
For \_\_\_\_\_  
Against \_\_\_\_\_

ECONOMIC DEVELOPMENT AND LAND USE  
PLANNING COMMITTEE

Robert Grove  
Robert Grove, Chairman

Mark Gleason  
Mark Gleason, Vice-Chairman

NOTE REQUIRED: MAJORITY

Prepared by:  
Planning & Development

Joseph F. Bellante, Jr., Secretary

Thomas Pringle  
Thomas Pringle

Monte Osterman  
Monte Osterman

David Cooke  
David Cooke

Ronald Molnar  
Ronald Molnar

The foregoing legislation adopted by the County Board of  
Supervisors of Racine County, Wisconsin, is hereby:

Approved: \_\_\_\_\_  
Attest: \_\_\_\_\_

Date: \_\_\_\_\_

William L. McReynolds, County Executive

## LANDFILLS

Franklin Landfill	100.4591.200	\$15,000 (2010)
		\$15,000 (2011, initially)

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\$30,000

Additional payments will be paid on the 25<sup>th</sup> of each month for the previous calendar month. Beginning on January 1, 2011, the amount of the Direct Payment and the Active Fill Direct Payment shall each be subject to the Consumer Price Index (All-Urban Consumer's Index) annual increases. Such annual increases shall be applicable and shall continue to increase until the Northern Footing Active Filling Area and the Active Fill Area actually begin receiving waste. Thereafter, the Northern Footing and the Active Fill Direct Payments shall be made with succeeding annual Consumer Price Index (CPI) increases until waste is no longer received in the Northern Footing Active Filling Area and Active Fill Area, respectively. All of the Direct Payments shall be subject to CPI annual increases beginning with the first adjustment as of January 1, 2011 and continuing until Final Closure. Initial Payments and Direct Payments for Racine County Affected Municipalities shall be paid as follows:

Town of Raymond: 7.8%

Racine County: 2.5%

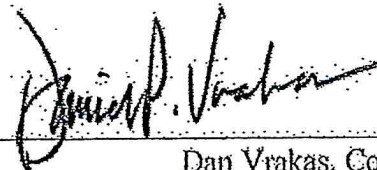
Town of Norway: 2.0%

(All other Affected Municipalities sum total equals 100%)

WAUKESHA COUNTY

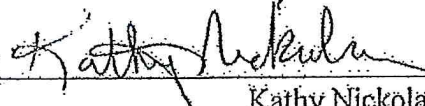
Approved this 13 day of October, 2010.

BY: \_\_\_\_\_



Dan Vrakas, County Executive

ATTEST: \_\_\_\_\_



Kathy Nickolaus, Clerk

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



## CERTIFICATE

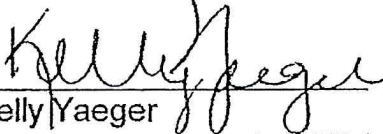
STATE OF WISCONSIN)

:ss

WAUKESHA COUNTY )

I, Kelly Yaeger, Deputy County Clerk in and for the County of Waukesha, State of Wisconsin, DO HEREBY CERTIFY that the attached Enrolled Ordinance 165-43 was adopted by the Waukesha County Board of Supervisors in regular session on the 28<sup>th</sup> day of September, 2010.

CERTIFIED this 6<sup>th</sup> day of October, A.D., 2010.

  
\_\_\_\_\_  
Kelly Yaeger  
Deputy County Clerk, CERA

ENROLLED ORDINANCE 165-43

APPROVE THE WMWI METRO LANDFILL FACILITY GREENSPACE  
PROTECTION AND LIMITED LANDFILL EXPANSION AGREEMENT

WHEREAS, an agreement entitled "WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement" (Agreement) is the product of the negotiation process required under Wis. Stat. § 289.33, between the Waste Facility Siting Committee and Waste Management of Wisconsin, Inc., (WMWI) upon Waste Management of Wisconsin, Inc.'s 2001 and 2003 application(s) to expand the Metro landfill at South 124th Street and West County Line Road; and

WHEREAS, the Waste Facility Siting Committee approved the Agreement on August 4, 2010, subject to the incorporation of certain amendments to the Agreement draft before it that day, and such amendments having been made and the Vice-Chairman of the Committee having executed the Agreement on August 16, 2010; and

WHEREAS, WMWI and the City of Franklin Common Council both reviewed the terms and purposes of the Agreement and found it to be substantially in the interest of protecting and promoting the health, safety and welfare of the community; and

WHEREAS, upon passage of ordinances or resolutions by the City of Franklin, Milwaukee County, Racine County, Waukesha County, the Town of Raymond, the Town of Norway and the City of Muskego, those municipalities will be able to receive the adverse impact benefits provided in the Agreement.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waste Management of Wisconsin, Inc. (WMWI) Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement, executed by the Vice-Chairman of the Waste Facility Siting Committee on August 16, 2010, is hereby approved.

BE IT FURTHER ORDAINED that all revenues Waukesha County receives as a result of this Agreement shall be used for recycling and solid waste management programs or the acquisition of land for parks and open space.

BE IT FURTHER ORDAINED that the Director of the Parks and Land Use Department is authorized to execute the Agreement and shall notify WMWI and other Affected Municipalities of the decision of Waukesha County pursuant to this ordinance.

MILWAUKEE COUNTY

Approved this 8<sup>th</sup> day of Oct., 2010.

BY: \_\_\_\_\_

Scott Walker, County Executive

ATTEST: \_\_\_\_\_

Joseph Czarnacki

, County Clerk

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



OFFICE OF THE COUNTY CLERK

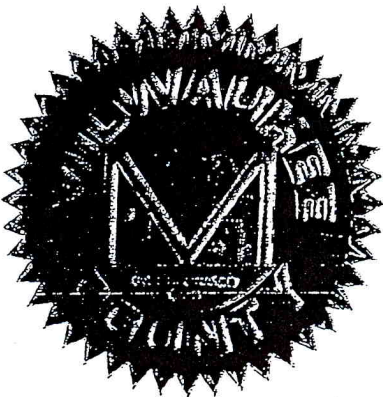
JOSEPH J. CZARNEZKI • COUNTY CLERK

STATE OF WISCONSIN           )  
  )SS  
COUNTY OF MILWAUKEE       )

I, Joseph J. Czarnezki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 03-249(a)(a) is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on September 30, 2010 and approved by the Milwaukee County Executive on October 6, 2010.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 7<sup>th</sup> day of October, 2010.

JOSEPH J. CZARNEZKI  
Milwaukee County Clerk





(ITEM 3) From the Director of Transportation and Public Works, requesting authorization to accept the terms of an agreement set between Waste Management of Wisconsin, Inc., and the affected municipalities related to the proposed expansion of the Metro Landfill in Franklin, Wisconsin, by recommending adoption of the following:

### A SUBSTITUTE RESOLUTION

WHEREAS, in 2003 Waste Management of Wisconsin, Inc. notified Milwaukee County and other affected municipalities of their intention to apply for a permit to expand the existing landfill, and by doing so sought to begin negotiations with the affected municipalities in accordance with Wisconsin State Statute. 289.33; and

WHEREAS, in April of 2003 the Milwaukee County Board of Supervisors passed a resolution (File No. 03-249) authorizing Milwaukee County's participation, as an affected community, in the negotiation process; and

WHEREAS, Milwaukee County has participated in the negotiation process since 2003, culminating in the unanimous passage of the Metro Landfill Expansion Agreement by the Negotiating Committee (the committee includes the City of Franklin, Town of Raymond, Town of Norway, City of Muskego, Waukesha County, Racine County and Milwaukee County); and

WHEREAS, in order to receive any financial compensation as a consequence of the agreement, Milwaukee County must formally adopt a resolution approving the agreement and provide a signed copy of the adopted resolution to the City of Franklin by October 8, 2010; and

WHEREAS, the terms of the agreement have been reviewed by Milwaukee County Corporation Counsel, who found no adverse terms within; and

WHEREAS, Milwaukee County's approval of the agreement will likely result in an estimated \$45,000 in revenue for 2010 that would be used to offset expenses incurred from emergency repairs at the Doyne Park landfill; and

WHEREAS, it is anticipated that the county will received additional revenue in future years as a result of approving the agreement that could be used to pay for costs related to solid waste management including the operation and maintenance of the county's closed landfill sites, recycling activities and repair of roadways affected by waste hauling; and

APPROVED AS TO FORM

*Timothy R. Schenck*  
CORPORATION COUNSEL



45 WHEREAS, the Committee on Parks, Energy and Environment, at its September 21,  
46 2010 meeting voted (5-0) to approve the Director of the Department of Transportation and  
47 Public Works Director's recommendation; and  
48

49 WHEREAS, the Committee on Finance and Audit, at its meeting on September 23,  
50 2010, concurred with the above recommendation (vote 7-0); now, therefore,  
51

52 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby approves  
53 the Metro Landfill Expansion Agreement as approved by the Negotiating Committee on  
54 August 4, 2010 and approved by the City of Franklin Common Council on August 17,  
55 2010; and  
56

57 BE IT FURTHER RESOLVED, that the Director of the Department of Transportation  
58 and Public Works I authorized and directed to send a copy of the resolution that approves  
59 the Metro Landfill Expansion Agreement by October 8, 2010 to the City of Franklin.

RECORD OF COUNTY BOARD AND COUNTY EXECUTIVE ACTIONS 3327 R2	<input checked="" type="checkbox"/> Resolution	COUNTY BOARD FILE NO.  03-249 (a)(a)
	<input type="checkbox"/> Ordinance	

CERTIFICATION TO COUNTY BOARD PASSAGE	I certify that the attached resolution or ordinance was adopted by The Board of Supervisors of Milwaukee County at a meeting held on the <u>30<sup>th</sup></u> day of <u>September</u> 20 <u>10</u>	
	by a vote of <u>18</u> ayes <u>0</u> noes.	
	<u>9/30/10</u>	<u>[Signature]</u>
	DATE SIGNED	COUNTY CLERK
	<u>9/30/10</u>	<u>[Signature]</u>
	DATE SIGNED	COUNTY BOARD CHAIRMAN

COUNTY EXECUTIVE'S ACTION	I approve the attached resolution or ordinance.	
	<u>10-6-2010</u>	<u>[Signature]</u>
	DATE SIGNED	COUNTY EXECUTIVE

CERTIFICATION OF PUBLICATION			
	DATE PUBLISHED	DATE SIGNED	COUNTY CLERK

RECEIPTS

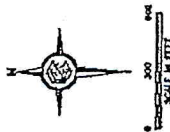
BY COUNTY CLERK'S OFFICE	<u>10-6-2010</u>	<u>[Signature]</u>
	DATE SIGNED	SIGNATURE

**EXHIBIT "A"**

**ACTIVE FILL AREA**



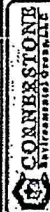
YATU TTY DULCE JONATHAN ZELAND



# SELOH

- ACTUAL PHOTOGRAPH WAS PROVIDED BY SUBJECT CORP., CHESTERFIELD, MISSOURI AND WAS DATED ON FEBRUARY 8, 2008. ACTUAL PHOTOGRAPH,

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1974	12	12	12	12
1975	12	12	12	12
1976	12	12	12	12
1977	12	12	12	12
1978	12	12	12	12
1979	12	12	12	12
1980	12	12	12	12
1981	12	12	12	12
1982	12	12	12	12
1983	12	12	12	12



**CONNERSTONE**  
ANY ROOMS! 8 STONE-HE

WASTE MANAGEMENT OF WISCONSIN, INC.  
METRO RECYCLING AND DISPOSAL FACILITY  
ETWAKLUN, WISCONSIN

ACTIVE FILL AREA



**EXHIBIT "A-1"**

**NORTHERN FOOTING ACTIVE FILLING AREA**

Note: The Northern Footing Active Filling Area is depicted on this Exhibit as the "Proposed Clear Water Pond Expansion".



Drawn:	AS 5/17/2010
Checked:	GR 5/17/2010
Approved:	GR 5/17/2010
Project Number:	00198201
Sheet:	Exhibit A-1

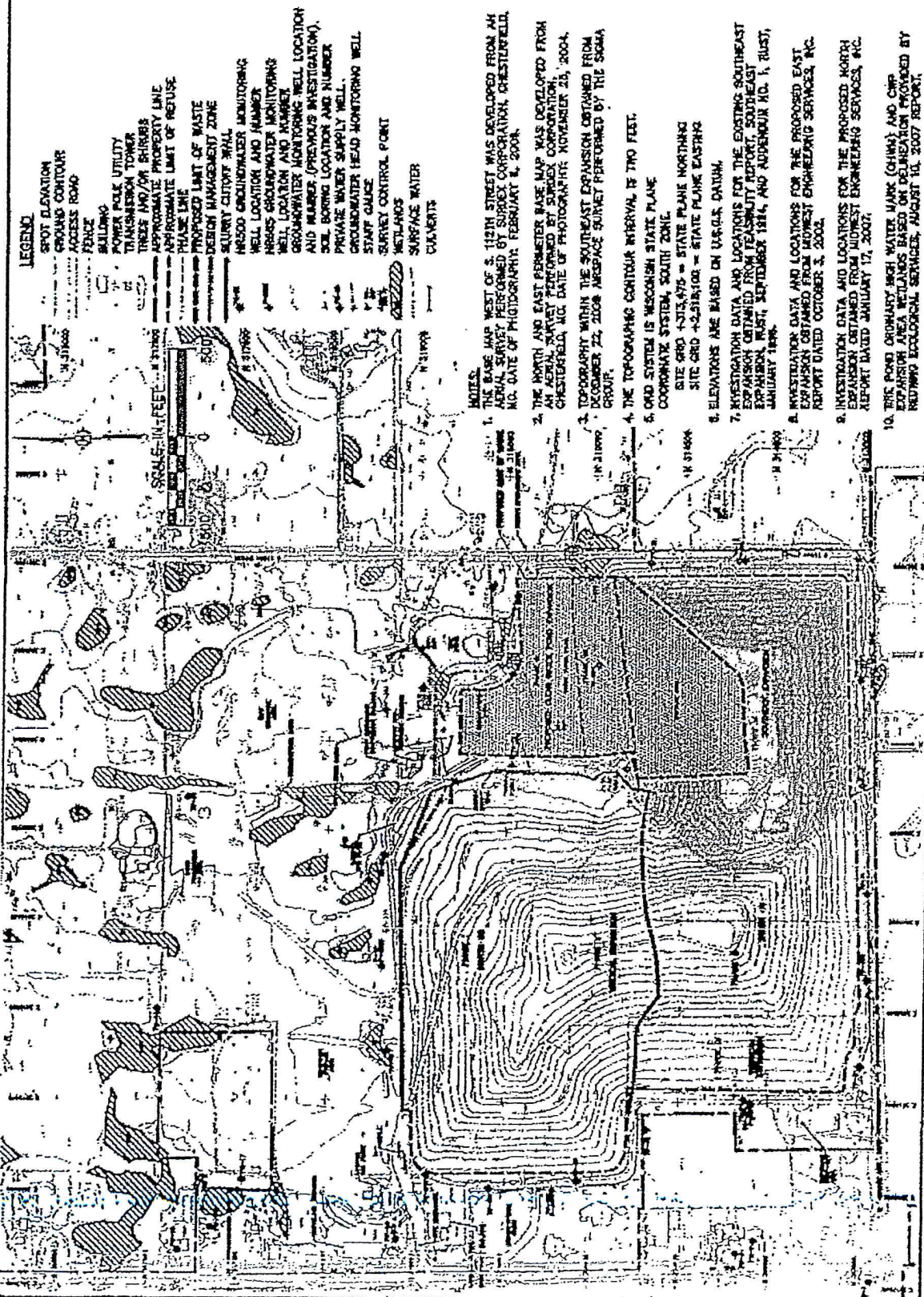


EXHIBIT "A-2"

ANCHOR PROPERTIES FOR CONSERVATION GREENBELT

PARCEL 1

Milwaukee County  
Franklin Woods Park

PARCEL 2

Former Frey Property

942-9999-000	20.0 acres
987-9998-000	40.0 acres
988-9993-000	37.0 acres
988-9994-000	<u>2.5 acres</u>

Total: 99.5 acres

PARCEL 3

Additional Properties on the East Side of 112th Street

941-9984-001 & 002 (Morabito)	9.6 acres
941-9985-000 (Latus)	9.8 acres
941-9986-000 (King)	9.8 acres
941-9996-000 (Losey)	4.9 acres
941-9997-000 (Becker)	4.9 acres
941-9998-000 (Weber)	19.7 acres
941-9999-000 (Karthausen)	<u>9.9 acres</u>

Total: 68.6 acres

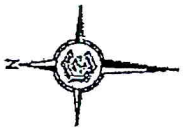
PARCEL 4

Lands Designated as Raymond Borrow Pit

012-042-1060-11000	2.0 acres
012-042-1060-01000	54.7 acres
012-042-1060-14000	35.9 acres
012-042-1060-67000	<u>20.0 acres</u>

Total 112.6 acres





SCALE IN FEET  
0 400 800 1200

# LEGEND

- WASTE MANAGEMENT PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- EXISTING SOLID WASTE BOUNDARY
- PROPOSED EXISTING SOLID WASTE BOUNDARY
- LANDFILL
- ENVIRONMENTAL CORRIDOR AND/OR FENCE
- POTENTIAL DRAINAGE ROW

## NOTES

1. AERIAL PHOTOGRAPHY WAS PROVIDED BY AIRCOE CORP., CHICAGO, ILL., AND WAS BASED ON FEBRUARY 4, 1980 AERIAL PHOTOGRAPHY.
2. WISCONSIN COUNTY PROPERTY INFORMATION PROVIDED BY WISCONSIN COUNTY PROPERTY INFORMATION DIVISION (WCPID) AND WISCONSIN COUNTY LANDFILL INFORMATION DIVISION (WLID) AND WISCONSIN COUNTY LANDFILL INFORMATION DIVISION (WLID) AND WISCONSIN COUNTY LANDFILL INFORMATION DIVISION (WLID).
3. EXISTENCE OF OTHER COULD BE REPLACED WITH A CLAYTON RAY ALLOWING THE SOUTHERN BOUND TO BE CONTINUOUS THROUGH THE PROPERTY.



CORNBRINGTON  
SERVICES, INC.

1000 WEST 10TH STREET  
FRANKLIN, WISCONSIN 53128  
TEL: 781-234-1234  
FAX: 781-234-1234

WASTE MANAGEMENT OF WISCONSIN, INC.  
METRO RECYCLING AND DISPOSAL FACILITY  
FRANKLIN, WISCONSIN

CONSERVATION GREENBELT

FRAME NO.

EXHIBIT A2

PROJECT NO.

DATE



**EXHIBIT "B"**

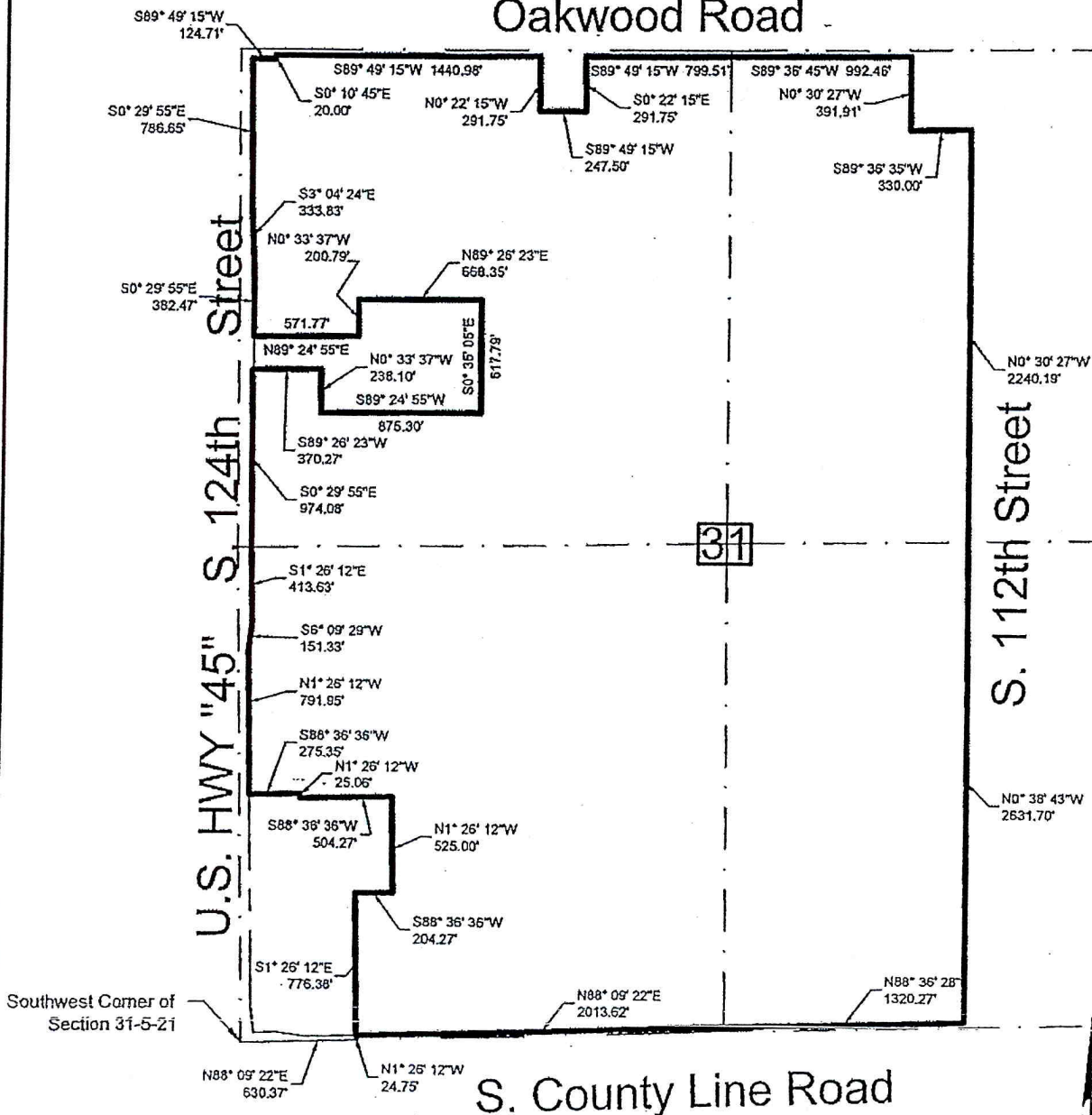
**METRO LANDFILL – SOLID WASTE FACILITY LEGAL DESCRIPTION**  
**MILWAUKEE COUNTY, WISCONSIN**

# Metro Landfill - Solid Waste Facility

## Legal Description

### Milwaukee County, Wisconsin

Oakwood Road



GRAPHIC SCALE



**THE SIGMA GROUP**  
Single Source, Smart Solutions.

www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

EXHIBIT "B"

AUGUST 2, 2010

2402-V070-A



EXHIBIT "C"

MONITORING COMMITTEE

## Exhibit "C"

### MONITORING COMMITTEE

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

2. Membership. Membership on the Committee shall consist of eight (8) City of Franklin representatives appointed by the Mayor, and one (1) representative of each of the other Affected Municipalities (hereinafter these representatives are referred to as Committee Members). The Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Committee, unless otherwise expressly provided, a majority vote of the Committee is required. The Operator may appoint two (2) representatives to the Committee who shall be ad hoc members and shall have no vote.

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

2. 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.

3. 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.

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

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



notice called for in this agreement shall be deemed effectively provided when either personally delivered or sent by mail to all Committee Members at the addresses listed by them with the Committee. All Committee meetings, unless required to be held elsewhere for the purpose of viewing a location, conducting an inspection of real or personal property, attending an other agency meeting, or the like, shall be held at the Franklin City Hall.

6. 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.

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

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

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

11. Committee Records. The Franklin City Clerk shall serve as the custodian of Committee records. All Committee records shall be maintained at Franklin City Hall. All

Committee records, their retention and release, shall be subject to the Wisconsin Open Records Law. All requests for Committee records shall be responded to as set forth under the Wisconsin Open Records Law and as otherwise administered by the Office of the City Clerk of the City of Franklin, pursuant to such Law.

## EXHIBIT "D"

### AIR QUALITY STANDARDS

The Operator shall comply with all air quality standards required under the Plan of Operation or any modifications thereof or any other requirements of the Department of Natural Resources or United States Environmental Protection Agency and/or any state or federal office(s), agency or agencies which may regulate or be responsible for air quality.

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 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 Northern Footing Active Filling Area and the Active Fill Area or its access roads during construction, operation and closure. The total concentration of the suspended particulates shall not exceed 150 micrograms per cubic meter measured at the boundary of the Solid Waste Facility.



## EXHIBIT "E"

### WELL TESTING

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

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

Notwithstanding the foregoing, the Operator shall not be required to sample any of the water supply wells serving the properties identified above for the purpose of determining the water quality of well water of these properties, unless it first receives, in the form attached as an Addendum to this Exhibit, written permission from the respective property owner or if the property is not owner occupied from the occupant. The testing of the seventy-five (75) wells and the Drought School shall be conducted within three (3) months after Solid Waste is first disposed in the Northern Footing Active Filling Area. The testing of the thirty-five (35) wells shall be conducted annually thereafter until 40 years after Final Closure.

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

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

Field	pH
	Color
	Odor
	Turbidity
	Temperature

Lab	Total Alkalinity
	Sulfate
	Manganese
	Total Iron
	Total Hardness
	Chloride
	Volatile Organic Compounds

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

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

4. Response to Well Contamination. 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) indicated an exceedence of a primary non-bacterial maximum contaminant level as defined in NR 809 or a health related Enforcement Standard as defined in NR 140.10 of the Wis. Adm. Code, then:

A. The Operator shall upon receipt of test results indicating the exceedence or, upon notice of the same from DNR or the Monitoring Committee, secure a sample from said well and test it [utilizing the procedure stated above] to confirm the exceedence. The Operator shall deliver the test results to the Monitoring Committee within fourteen (14) days of said receipt or notice. If the results of this test confirm the exceedence, then the exceedence will be said to have been documented.

If the results of this test do not confirm the exceedence, then the Operator shall collect and test a third sample utilizing the same procedure. The Operator shall deliver the test results to the Monitoring Committee within twenty eight (28) days of said initial receipt or notice. If results of the third sample confirm the exceedence, then the exceedence will be said to have been documented. If the results of the third sample do not confirm an exceedence, then the exceedence will be said not to have been documented.

B. If the results of the testing protocol of Subsection A document an exceedence, 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, so that such service in terms of use or potential use is no less than that previously provided or available to such residents and livestock. Upon any failure by Operator to so provide potable water, the City of Franklin may do so, with all costs thereof to be reimbursed by Operator. The determination as to what level of water service is necessary so as to meet the purpose of providing water under this paragraph, together with what financial security or payment method is to be posted or made by Operator, shall be made by and in the sole discretion of the City of Franklin, and, with regard to the provision of any permanent water supply, may include the installation of public water service so that potable water is available to such residents and livestock. Operator acknowledges the terms and provisions of this paragraph and specifically waives any notice and hearing upon any assessment of governmental costs to provide water under the terms of this paragraph and this Agreement, as any precondition to the payment or collection of such cost by or from Operator. However, the Operator's obligation to provide potable water to livestock shall be contingent upon the City of Franklin selling water to the Operator at a cost as is then determined by the Wisconsin Public Service Commission.

C. If upon further investigation, including additional testing by the Operator, it is determined by DNR that the exceedence is caused by a source other than the landfill, then the Operator's obligation to provide potable water will cease.

D. In the event the above investigation establishes, to DNR's satisfaction that the Solid Waste Facility is the source of the exceedence, 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 exceedence ("First Response") shall only be binding upon the Operator if: (i) the well at which the exceedence was detected is within a one and one-half (1 ½) mile radius of the Solid Waste Facility and (ii) the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under subparagraph 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 exceedence of an indicator standard as defined in the table below, then:

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

G. If an exceedence is documented, then the Operator shall test the well for the following inorganic substances: arsenic, cadmium, 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 <sub>3</sub> )	1000 mg/l
Hardness (as CaCO <sub>3</sub> )	1000 mg/l
Chloride	NR 140 Enforcement

\*\* As amended from time to time.

H. If a test sample indicates an exceedence of a Preventive Action Limit, the result shall be reported immediately to the Monitoring Committee and the tested resident and property owner.



5. Surface Water Sampling. In addition, when the Operator takes the first round of Water Supply Well samples provided for in this Exhibit, the Operator shall also begin an annual testing program by collecting a sample of the first tributary of the Root River south of Oakwood Road and 76th Street and also at its crossing point with South 92nd Street, in the City of Franklin. All such samples so collected shall be tested for the parameters described elsewhere in this Exhibit and the reports of the sampling result shall be provided to the City of Franklin and to the Monitoring Committee. The Parties acknowledge that this sampling program is for informational purposes and should not be construed without sufficient direct evidence that the Solid Waste Facility is the cause of any changes in the concentration of any parameter sampled.

## EXHIBIT"E" – ADDENDUM

### ACCESS AND WELL SAMPLING AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between \_\_\_\_\_ of \_\_\_\_\_ as the owner of property upon which a well is located and/or the user of a well (hereinafter called well owner/user) and Waste Management of Wisconsin, Inc. (hereinafter called WMWI).

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

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

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

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

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

\_\_\_\_\_  
Well Owner/User

\_\_\_\_\_  
Waste Management of Wisconsin, Inc.

## **EXHIBIT "F"**

### **PROPERTY VALUE PROTECTION PLAN AND PURCHASE AGREEMENT**

Any Owner of record of the properties described in Exhibits "F-1", "F-2" and "F-3" may enter into an Agreement to Guaranty Property Value in the form also attached as Exhibit "F-4" within 270 days of receipt of an Agreement to Guaranty Property Value. The Operator shall send to such owners of record a proposed Agreement in the form attached hereto as Exhibit F-4, by certified mail, return receipt requested, within 30 days of the Effective Date.

However, the Operator shall have no obligation to guarantee the value of or to purchase any property for which a final subdivision plat was approved and recorded or the property was otherwise subdivided after the Effective Date of the Agreement.

The term of the Agreement to Guaranty Property Value will be as follows:

Properties in Zone A (Exhibit "F-1"): Effective upon commencement of Disposal of Solid Waste in the Northern Footing Active Filling Area through Final Closure of Northern Footing Active Filling Area.

Properties in Zone B (Exhibit "F-2"): Effective upon commencement of Disposal of Solid Waste in the Northern Footing Active Filling Area through Final Closure of both Northern Footing Active Filling Area and Active Fill Area.

Properties in Zone C ("Exhibit "F-3"): Effective upon commencement of Disposal anywhere in the Active Fill Area outside of the currently approved Southeast Expansion and the Northern Footing Active Filling Area through Final Closure of Active Fill Area.

However, notwithstanding the foregoing, any property owner having a previous Agreement to Guaranty Property Value covering property located in the Town of Norway shall not be qualified for continued Property Value Protection as long as said property is entitled to Property Value Protection under any agreement regarding the siting and expansion of the Emerald Park Landfill located in the City of Muskego.

The Operator shall provide copies of all mailings that the Operator is required to send and copies of all certified mail return receipts that the Operator receives. These copies shall be provided to the respective clerks of the municipalities in which the properties are located. The Operator shall provide these copies concurrent with their mailing and shall promptly provide copies of the certified mail return receipts upon their receipt by the Operator.



## EXHIBIT "F-1"

### ZONE A

(N.B. These properties are in the S ½ Sections of 5 & 6, Town of Raymond)

	Tax Key Number	Address
1	012-042-1050-21000	642 108th Street
2	012-042-1060-59000	11280 7 3/8 Mile Road
3	012-042-1060-28000	7 Mile Road
4	012-042-1060-29000	11606 7 Mile Road
5	012-042-1060-18000	550 124th Street
6	012-042-1060-41000	641 Adeline Drive
7	012-042-1060-46000	499 Adeline Drive
8	012-042-1060-59010	7 Mile Road
9	012-042-1060-48000	603 Adeline Drive
10	012-042-1060-47000	623 Adeline Drive
11	012-042-1060-44000	651 Adeline Drive
12	012-042-1060-49000	11427 7 Mile Road
13	012-042-1060-45000	701 Adeline Drive
14	012-042-1060-40000	11600 7 Mile Road
15	012-042-1060-59016	11410 7 3/8 Mile Road
16	012-042-1060-50000	672 Adeline Drive
17	012-042-1060-68000	108th Street
18	012-042-1060-69010	663 108th Street
19	012-042-1060-33000	11412 7 Mile Road
20	012-042-1060-64000	11407 Shirley Drive
21	012-042-1060-55000	11285 7 3/8 Mile Road
22	012-042-1060-57000	11400 7 Mile Road
23	012-042-1060-38000	880 Adeline Drive
24	012-042-1060-32000	11400 7 Mile Road
25	012-042-1060-34000	11316 7 Mile Road
26	012-042-1060-37000	11308 7 Mile Road
27	012-042-1060-35000	11230 7 Mile Road
28	012-042-1060-69020	10880 7 Mile Road
29	012-042-1060-43000	11210 7 Mile Road
30	012-042-1060-53000	664 Shirley Drive
31	012-042-1060-42010	580 Shirley Drive
32	012-042-1060-54000	560 112th Street
33	012-042-1060-58000	500 Shirley Drive
34	012-042-1060-63000	Adeline Drive
35	012-042-1060-51000	698 Adeline Drive



36	012-042-1060-60000	660 Adeline Drive
37	012-042-1060-62000	626 Adeline Drive
38	012-042-1060-59004	627 Shirley Drive
39	012-042-1060-66000	610 Adeline Drive
40	012-042-1060-59014	580 Shirley Drive
41	012-042-1060-69000	741 108th Street
42	012-042-1060-06000	460 124th Street
43	012-042-1060-30000	702 124th Street
44	012-042-1060-25000	623 124th Street
45	012-042-1060-22000	610 124th Street
46	012-042-1060-21000	538 124th Street
47	012-042-1060-19000	524 Highway 45
48	012-042-1060-16000	11567 7 Mile Road
49	012-042-1060-04000	11431 7 Mile Road
50	012-042-1070-10000	11417 7 Mile Road
51	012-042-1070-05000	11507 7 Mile Road
52	012-042-1070-11000	11403 7 Mile Road
53	012-042-1070-07000	11307 7 Mile Road
54	012-042-1070-01000	10923 7 Mile Road
55	012-042-1070-19000	11765 7 Mile Road
56	012-042-1070-20000	7 Mile Road
57	012-042-1070-18000	11761 7 Mile Road
58	012-042-1070-17000	11757 7 Mile Road
59	012-042-1070-15000	7 Mile Road
60	012-042-1070-14000	12115 7 Mile Road
61	012-042-1070-13000	12091 7 Mile Road
62	012-042-1070-12000	11920 7 Mile Road

**EXHIBIT "F-2"****ZONE B**

	Tax Key Number	Address
1	935-9994-002	8600 W. Oakwood Road
2	935-9994-004	8674 W. Oakwood Road
3	936-9996-000	10023 S. 92nd Street
4	936-9997-000	9612 W. Oakwood Road
5	936-9998-003	9808 W. Oakwood Road
6	936-9998-004	Oakwood Road
7	937-9999-003	10534 W. Oakwood Road
8	938-9995-000	11300 W. Oakwood Road
9	939-9996-002	Oakwood Road
10	939-9998-001	12026 W. Oakwood Road
11	941-9982-000	10829 W. Oakwood Road
12	941-9983-000	10905 W. Oakwood Road
13	941-9987-000	11315 W. Oakwood Road
14	942-9998-000	10623 W. Oakwood Road
15	943-9996-001	9209 W. Oakwood Road
16	943-9997-004	9329 W. Oakwood Road
17	943-9997-010	10341 S. 92nd Street
18	943-9999-000	9801 W. Oakwood Road
19	944-9993-000	8715 W. Oakwood Road
20	944-9994-000	8830 W. Oakwood Road
21	944-9995-000	10474 S. 92nd Street
22	944-9996-000	10456 S. 92nd Street
23	944-9997-000	10578 92nd Street
24	944-9998-000	10630 S. 92nd Street
25	944-9999-003	10642 S. 92nd Street
26	944-9999-004	
27	985-9993-003	10728 S. 92nd Street
28	985-9994-001	10760 S. 92nd Street
29	985-9994-002	10780 S. 92nd Street
30	985-9995-001	10820 S. 92nd Street
31	985-9996-000	S. 92nd Street
32	985-9997-001	8820 South County Line W
33	985-9997-003	South County Line W
34	985-9998-001	8634 South County Line W
35	985-9999-000	8432 South County Line W

36	986-9997-000	10757 S. 92nd Street
37	986-9998-001	11001 S. 92nd Street
38	986-9998-002	10941 S. 92nd Street
39	986-9999-000	10953 S. 92nd Street
40	987-9997-002	10122 South County Line W
41	987-9997-003	10280 South County Line W
42	987-9997-004	10210 South County Line W
43	987-9999-000	10420 South County Line W
44	988-9999-000	
45	935-9994-008	8502 W Oakwood Road
46	935-9994-009	8400 W Oakwood Road
47	936-9995-000	9911 S 92nd Street
48	936-9999-000	9930 W Oakwood Road
49	939-9996-007	124th Street S
50	942-0002-000	10155 W Oakwood Road
51	942-0003-000	10199 W Oakwood Road
52	942-0004-000	10233 W Oakwood Road
53	942-0005-000	10307 W Oakwood Road
54	985-9993-004	92nd Street S
55	012042-1050-15000	10015 8 Mile Road W
56	012042-1050-12000	10001 8 Mile Road W
57	012042-1050-16000	10509 8 Mile Road W
58	012042-1050-17000	10415 8 Mile Road W
59	012042-1050-18000	10759 8 Mile Road W
60	012042-1050-19000	10639 8 Mile Road W
61	012042-1050-16010	108th Street
62	012042-1060-10000	218 124th Street
63	012042-1060-12100	124th Street
64	012042-1060-12000	400 124th Street
65	012042-1060-01005	319 108th Street
66	012042-1060-02000	359 108th Street
67	012042-1060-04000	231 108th Street
68	012042-1060-03000	239 108th Street
69	012042-1060-05000	223 108th Street
70	012042-1060-08000	108th Street
71	012042-1060-09000	108th Street
72	012042-1060-07000	108th Street
73	012042-1060-10020	218 124th Street
74	012042-1060-10010	216 124th Street
75	012042-1060-15000	8 Mile Road W
76	012042-1060-13000	326 124th Street



## EXHIBIT "F-3"

### ZONE C

#### PROPERTIES NORTH OF OAKWOOD ROAD NOT ON PRIOR LISTS

	Tax Key Number	Address
1	935-9995-000	8910 W. Bosch Lane
2	935-9996-000	9010 W. Bosch Lane
3	935-9997-000	9110 W. Bosch Lane
4	935-9998-000	9930 S. 92nd Street
5	935-9999-002	9910 S. 92nd Street
6	935-9999-007	8830 W. Oakwood Road
7	935-9999-009	8850 W. Bosch Lane
8	937-9999-004	W. Oakwood Road
9	938-9988-005	9970 S. 112th Street
10	938-9988-007	9918 S. 112th Street
11	938-9988-008	S. 112th Street
12	938-9989-000	10004 S. 112th Street
13	938-9990-000	10034 S. 112th Street
14	938-9991-000	10052 S. 112th Street
15	938-9992-000	10070 S. 112th Street
16	938-9993-000	9917 S. 112th Street
17	938-9994-002	9951 S. 112th Street
18	938-9994-003	9951 S. 112th Street
19	938-9994-004	S. 112th Street
20	938-9999-011	S. 112th Street
21	938-9999-012	
22	939-9993-000	W. Oakwood Road
23	939-9994-000	10082 124th Street
24	939-9995-000	W. Oakwood Road
25	939-9997-000	10146 S. 124th Street
26	939-9999-000	11722 W. Oakwood Road
27	938-9988-006	9944 S. 112th Street
28	938-9997-000	10900 W. Oakwood Road
29	938-9998-000	11100 W. Oakwood Road
30	938-9999-004	10944 W. Oakwood Road
31	938-9999-005	10830 W. Oakwood Road
32	938-9999-006	10810 W. Oakwood Road
33	938-9999-009	11122 W. Oakwood Road
34	939-9996-006	12320 W. Oakwood Road

**Exhibit "F-4"**  
**AGREEMENT TO GUARANTEE PROPERTY VALUE**  
**(North Expansion)**

This agreement ("Agreement") made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W132 N10487 Grant Drive, Germantown, WI 53022 ("Guarantor"), and \_\_\_\_\_ and \_\_\_\_\_ residing at \_\_\_\_\_ ("Property Owners").

**RECITALS**

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

[INSERT LEGAL DESCRIPTION]

(the "Property" ); and

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

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

WHEREAS, property owners are desirous of preserving the equity in their property; and

WHEREAS, nearby property owners have expressed a concern about preserving the property values of real estate located in proximity to the landfill; and

WHEREAS, some property owners have previously qualified their property and entered into agreements similar to this agreement granting the property owner's rights arising out of Guarantor's operation of the existing Metro Landfill; and

WHEREAS, the parties to this Agreement intend to address such concerns;

IT IS HEREBY AGREED AS FOLLOWS:

1. WASTE MANAGEMENT'S GUARANTEE. Subject to the conditions and in accordance with the procedures set forth herein, and at the Property Owner's option, the Guarantor shall purchase the Property from the Property Owners at the Guaranteed Price if the Property Owners are unable, after following the procedures set forth herein, to sell the Property for at least the Guaranteed Price (as this term is defined herein). Alternatively, Waste



Management shall pay the Property Owners, subject to the conditions set forth herein, the difference between the selling price approved by Waste Management and said Guaranteed Price. The payment of the difference shall be paid to the Property Owners in cash at the time the Property is sold to the third party who has agreed to pay the selling price. Nothing herein shall prohibit a Property Owner and Guarantor from resolving or settling any claim or issue related to this property value guarantee as the parties hereto stipulate that the property value guarantee is a negotiated benefit to grant Property Owners direct contractual benefits between them and the Guarantor that may be resolved as the Guarantor and the Property Owners may agree in writing.

2. EFFECTIVE DATE OF AGREEMENT. This Agreement, when signed, shall become effective and binding on Guarantor only upon the occurrence of:

- A. With respect to Properties in Zone A (Exhibit "F-1") and Zone B (Exhibit "F-2") commencement of Disposal in the Northern Footing Active Filling Area (as defined in Attachment A); and
- B. With respect to Properties in Zone C (Exhibit "F-3") commencement of Disposal anywhere in the Active Fill Area outside of the currently approved Southeast Expansion and the Northern Footing Active Filling Area (as defined in Attachment B)

The Agreement shall remain binding upon the parties until the Guarantor's obligations are terminated pursuant to the provisions set forth in Section 10. below.

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

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

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

4. EXCEPTION. The Property Owners may seek redress on matters concerning the licensure and operation of the North Expansion by presentation of any and all complaints to the Monitoring Committee established in the agreement between the Guarantor and the Local Committee, approved by resolutions of all the municipalities that appointed members to the Local Committee.



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

However, in either event, the asking price of said Property, as advertised or set out in the listing contract, shall be mutually agreed to by the Property Owners and the Guarantor. If the parties are unable to agree as to the price of the Property, then the Property Owners shall hire a qualified professional appraiser, at Guarantor's expense; but the appraisal cost shall not exceed the prevailing reasonable appraisal cost in Southeast Wisconsin. This appraiser shall be instructed to determine the fair market value of the Property as follows:

- A. Assume that no landfilling activities were being undertaken or would be undertaken at the Metro Landfill site;
- B. Any comparables selected by the appraiser shall be located a sufficient distance away from the Metro Landfill site so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Metro Landfill site;
- C. The use and zoning classification of the Property on the Effective Date of the Agreement shall be the sole factors to be used by the appraiser in determining the highest and best use of the Property;
- D. An appraisal in the substance of those customarily used by mortgage lending institutions in the Milwaukee Metropolitan area (i.e. Fannie Mae 10-25) shall be prepared;
- E. The appraisal shall be prepared in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which are specifically preempted by these instructions; and
- F. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal and adjust the appraiser's opinion of value. The appraiser shall retain home inspectors, plumbers and sanitarians, at Guarantor's expense, to assist the appraiser in determining the condition of the buildings, the well and septic system.

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

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

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

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

Alternatively, if the Property Owners elect to use a broker, they shall give Guarantor notice of the broker whom they wish to list with prior to the execution of any listing contract and shall obtain Guarantor's approval of said broker, Guarantor's approval not to be unreasonably withheld. If it has objections, the Guarantor shall so state those objections in writing to the Property Owners. The broker shall be licensed in Wisconsin, not related to the Property Owners, and shall be a member of the Board of Realtors Multiple Listing Exchange, unless such MLS membership is waived by Guarantor. Both Guarantor and Property Owners shall act in good faith concerning any attempt to obtain the fair market value of said Property.

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



6. OFFERS TO PURCHASE. The Property Owners agree to provide the Guarantor with a copy of every Offer to Purchase which they receive for their Property and agree not to accept the same until the Guarantor has given its approval. The Guarantor may approve of an Offer to Purchase at a price below the agreed upon asking price established by the procedure set out in Section 5. In such event, the Guarantor agrees to pay to the Property Owners at the closing, the difference in cash between the selling price set out in the Offer to Purchase and the sales price as established in Section 5., minus 6% of the difference. -

Similarly, the Guarantor may request that the price set out in the Offer to Purchase be countered and in the event that the potential buyers accept the Counter Offer, the Guarantor agrees to pay to the Property Owners at the closing, the difference, if any, in cash between the selling price set out in the Counter Offer and the asking price established in Section 5., minus 6% of the difference.

7. GUARANTEED PURCHASE AFTER 270 DAYS. If no Offers to Purchase at the sales price established in Section 5., or otherwise acceptable to the Guarantor, have been received within the first 135 days of the 270 day period, the parties must discuss a possible reduction in the asking price using the procedures of Section 5. The parties shall, in good faith, consider mutually agreeing to a reduction in the sales price. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 5. for a period of at least 270 days, then Property Owners may request, in writing, that the Guarantor purchase their Property. However, Guarantor shall have no obligation to purchase the Property until 270 days have expired from the issuance by the Wisconsin Department of Natural Resources of a license to the Guarantor for any area of the North Expansion and the issuance of all necessary approvals, permits, etc. as maybe required by the City of Franklin to establish and operate any area of the North Expansion. It is the intention of the Guarantor to avoid panic selling prior to the licensing of the North Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that the Guarantor receives the aforesaid licenses, permissions and approvals for the North Expansion, will not be considered in meeting the requirement for sales attempts for 270 days. Guarantor, upon request, will notify the Property Owners in writing of the date when it has received the aforesaid licenses, permission and approvals for any area of the North Expansion.

Property Owners shall provide proof of advertising for sale or a copy of the listing contract and an affidavit of good faith attempt to sell said Property. Provided the Property Owners have complied with the foregoing procedure, the Guarantor shall purchase the Property at the price established by the procedure set out above in Section 5., subject to the conditions set out below.

8. EVIDENCE OF TITLE. Upon fifteen (15) days after making such written request for Guarantor to purchase their property, Property Owners shall provide to the Guarantor a commitment for a title insurance policy to be issued in the name of the Guarantor in the amount of the purchase price as provided above. After receipt of such commitment, the Guarantor shall have thirty (30) days to notify the Property Owners of any defects in title which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured and the Guarantor is unwilling to waive the same, then the Guarantor



shall have no obligation to purchase and Property Owners shall have no obligation to convey said Property.

9. DOCUMENTS REQUIRED FOR CLOSING: PRORATIONS: CLOSING

COSTS. In the event that the Property Owners have merchantable title, the closing shall occur within 60 days after the Property Owners give written notice to the Guarantor, or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey said real estate to the Guarantor by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing. Property Owners shall warrant and represent that they have neither notice nor knowledge of any undisclosed:

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

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen who have provided services or materials for said Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated based upon the real estate taxes assessed and levied for the prior year and if the residential Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvement, plus the percentage of the taxes which approximates the percentage of the land comprising the Property compared to the total land included in the tax parcel. The Property Owners shall be responsible for and shall pay all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to the Guarantor at closing. Prior to closing the Property Owners shall give the Guarantor, or its agent, the right to inspect the property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of the closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall be presented to the Property Owners prior to

closing; or such claim shall be waived. Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the sale price or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or cost thereof.

10. TERMINATION OF GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to purchase or guarantee the purchase price upon Final Closure as defined in Attachment B of, as applicable, the Northern Footing Active Filling Area or the Active Fill Area, depending on the location of the Property.

11. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise transferred by the Property Owners. The guarantee given by Guarantor to guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 10. The qualification of a parcel of Property under this program shall continue and run with the land in the event that the Property is sold, conveyed or otherwise transferred from a Property Owner to a spouse, a family trust or similar device, parent, child, brother, sister, son-in-law, daughter-in law, a cousin, niece or nephew, or if all or part of the Property is transferred to an heir, beneficiary, personal representative, guardian or trustee through probate, by operation of law, through a trust or similar estate or financial planning device.

12. CREDIT FOR PREVIOUS PAYMENTS. Notwithstanding the obligation imposed upon the Guarantor in Section 6. to pay the Property Owners the difference between the selling price and the asking price established in Section 5., minus 6% of the difference, and notwithstanding the obligation imposed upon the Guarantor in Section 7. to purchase the Property, the Guarantor shall be entitled to a credit in the amount of any payment it has made to a previous owner of the Property pursuant to any agreement between the Guarantor and the previous owner of the Property similar in nature to this Agreement. This credit shall be applied to reduce the amount the Guarantor might have to pay the Property Owner under section 6. of this Agreement or shall be applied to reduce the purchase price the Guarantor might have to pay the Property Owner under Section 7. of this Agreement.

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

13. ENTIRE AGREEMENT. Upon commencement of Disposal of Solid Waste in the Northern Footing Active Filling Area, all prior agreements between the respective Property Owner and Guarantor shall be deemed superseded by this Agreement.

GUARANTOR:

WASTE MANAGEMENT OF WISCONSIN, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROPERTY OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "F-4"**

**ATTACHMENT A**

**Active Fill Area** means the total capacity approved in the future 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", of an agreement between the Operator and certain Affected Municipalities dated \_\_\_\_\_. This approved area shall not include or permit any future 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. The term Landfill shall mean the Active Fill Area and the Northern Footing Active Filling Area as defined herein.

**EXHIBIT "F-4"**

**ATTACHMENT B**

**Northern Footing Active Filling Area** means the total capacity approved by the DNR 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-1" to the agreement between the Operator and certain Affected Municipalities dated \_\_\_\_\_. This approved area shall not include or permit any future expansion of the Northern Footing Active Filling Area for the purpose of providing additional Disposal capacity area at the Solid Waste Facility or at the Northern Footing Active Filling Area, except that it shall not prevent the Operator's Disposal of Solid Waste in the Active Fill Area upon obtaining all necessary DNR approvals to do so. Operator shall commence Disposing of Solid Waste in the Northern Footing Active Filling Area prior to any Disposing of Solid Waste in the Active Fill Area. All of the terms and provisions of said Agreement shall apply to the Northern Footing Active Filling Area as if it were a separate expansion from the Active Fill Area, whether or not Operator receives DNR approval to or commences Disposal of Solid Waste in the Active Fill Area.

**EXHIBIT "F-4"**

**ATTACHMENT C**

**Final Closure** means the date at which time no further Solid Waste is Disposed of in the Active Fill Area, or the Northern Footing Active Filling Area, if Design Capacity within the Active Fill Area is not approved by DNR or commenced within 3 years of closure of the Northern Footing Active Filling Area by the Operator or by any other person, unless Operator is diligently pursuing Design Capacity within the Active Fill Area (including appeal of any denials), as authorized by the agreement (between the Operator and certain Affected Municipalities dated \_\_\_\_\_) based on a bona fide application submitted and pending with the DNR which shall be the earliest of the following:

- A. The prospective date that the Operator, in a written notice to the Affected Municipalities, states it will no longer Dispose of and will no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or
- B. The date ordered by the DNR or a court having jurisdiction that the Operator, cease Disposing of and no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or
- C. The date the Operator has Disposed of or has allowed the Disposal in the Active Fill Area of a number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area initially approved for Disposal by the DNR.