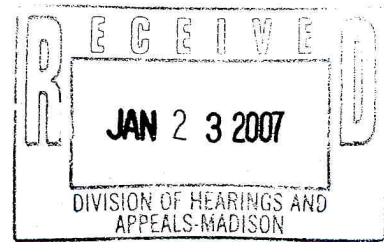


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DIVISION OF HEARINGS AND
APPEALS-MADISON

LANDFILL EXPANSION
AGREEMENT BETWEEN THE TOWN OF BERLIN, COUNTY OF GREEN LAKE,
THE LOCAL COMMITTEE
AND WASTE MANAGEMENT OF WISCONSIN, INC.

Jan 9, 2007 This agreement ("Agreement") is made and entered into on by and between Waste Management of Wisconsin, Inc., a Wisconsin corporation (hereinafter referred to as "Operator"), the Town of Berlin, a Wisconsin municipal corporation (hereinafter referred to as "Town"), the County of Green Lake (hereinafter the County) and the Local Committee appointed by the Town and County pursuant to Section 289.33, Wis. Stats, (hereinafter referred to as Local Committee). This Agreement succeeds a prior Agreement between the Town, the Operator and a prior Local Committee dated October 14, 1994.

I. DEFINITIONS

Active Fill Area means the total area described in Exhibit "A" as the "Approved and Proposed Limits of Waste", herein incorporated by reference in this Agreement; consisting of no more than 7,716,200 cubic yards of in place solid waste and daily cover currently approved as the maximum amount by the Wisconsin Department of Natural Resources for placement in the area marked "Approved Limits of Waste" in the Landfill and the new area described in the feasibility report submitted by Operator to the Wisconsin Department of Natural Resources on November 9, 2004, described as the "Proposed Limits of Waste" provided the new area so shown does not contain more than 6,340,300 cubic yards of solid waste and daily cover.

Acknowledged Transporter means any individual, corporation, partnership, business organization or entity, including officers, employees and agents of these entities, from Effective Date of this Agreement until forty (40) years after closure, identified and permitted by Operator, orally or in writing as a transporter of Solid Waste, leachate, or construction materials to or from the Active Fill Area. Acknowledged Transporters do not include the County, the Town and the residents of the Town that are authorized by this Agreement to Transport and Dispose of Solid Waste at the Active Fill Area. Town

Agreement or Final Agreement means this Final Negotiated Agreement, approved by the Local Committee and the Operator, and thereafter approved by Town and County and filed with the Waste Facility Siting Board as the Final Negotiated Agreement contemplated under §289.33 Wis Stats.

Clean Container(s) means any container which:

(1) Has been emptied using the practice(s) commonly employed to remove the materials of the type previously present in the container and no more than 2.5 centimeters of residue remains on the bottom or no more than 3 percent by weight if the container is less than or equal to 110 gallons or .3 percent by weight if the container is greater than 110 gallons;

(2) Is at or near atmospheric pressure if the container previously contained a compressed gas; or

(3) Has been triple rinsed with a solvent capable of removing the contents or has otherwise been cleaned to create equivalent removal.

Contaminated or Contamination means, when referring to ground water, water which the Department of Natural Resources determines exceeds a primary drinking water standard of Ch. NR 809, Wis. Admin. Code other than Fecal Coliform or nitrates or exceeds a secondary drinking water standard of Ch. NR 809, Wis. Admin. Code other than Iron and Selenium, if the Operator can establish that there is a high concentration of Selenium and/or Iron in the ground water up gradient from the Landfill.

County means the County of Green Lake, its officers, its employees and its agents.

Contaminated Recyclable Material means recyclable materials that have been mutually determined by the Town and Operator to be contaminated and not commercially marketable within the State of Wisconsin or have been determined by the Department to be contaminated.

Curbside means that area adjacent to and on either side of, but not in, the public right of way of the street, road or highway where it is intersected by the driveway to each residence located in the Town.

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

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Solid Waste or Hazardous Waste at the Solid Waste Facility, or the dissemination of such wastes by Acknowledged Transporters transporting waste to the Landfill.

Disposal or Dispose means the discharging, depositing, injecting, dumping or placing of Waste or Recyclable Material in the Active Fill Area. This term does not include the Storage, recycling or the Treatment of Waste or Recyclable Material at the Landfill.

Disposal Operations means (1) any activities in the Town directly related to the Disposal of Waste or Recyclable Material in the Active Fill Area, or (2) any activities at the Landfill related to or associated with the Disposal of Waste or recyclable material, including the constructing, surveying, environmental monitoring, environmental testing, repairing, maintaining, operating (including the provision of daily cover) and closing of the Active Fill Area.

Effective Date means the date that the last party to this Agreement executes the same.

Emergency means an unforeseen circumstance at the Landfill or at any other location in the Town or County that jeopardizes the public health, safety and welfare of persons in the Town or County or that jeopardizes the safety of public or private property in the Town or County.

Expansion means: (1) an increase in the volume of the Active Fill Area at the Landfill beyond the sum of 7,716,200 cubic yards of in place Solid Waste and daily cover currently approved by DNR plus the volume which will be approved in the plan of operation approved by DNR for the facility described in the feasibility report submitted by Operator on November 9, 2004 to DNR, provided that this latter approval does not include more than 6,343,300 cubic yards of in place Solid Waste and daily cover and in no case shall this total volume in the Active Fill Area exceed 14,056,500 cubic yards, (2) any Solid Waste disposal, storage or treatment facility or any other Recyclable Material facility other than those provided for herein in the Town, (3) any Hazardous Waste disposal, storage or treatment facility in the Town or (4) any proposed Solid Waste Disposal Facility a demolition waste facility of any type or size, or any Transfer Station for Waste or Recyclable Material proposed on any property in the Town owned or controlled by the Operator. Any increase in the height of the Active Fill Area beyond the Plan of Operation shall be deemed an expansion for purposes of this Agreement.

Final Closure or 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:

a) The date Operator notifies the Town, in writing, that the Operator no longer desires to try to get approval to Dispose or that it will no longer Dispose and no longer will allow any other person to Dispose of Solid Waste in the Active Fill Area;

b) The date the Department orders Operator, in writing, to cease Disposal and to no longer allow any other person to Dispose of Solid Waste in the Active Fill Area; or

c) The date Operator has Disposed or has allowed the Disposal in the Active Fill Area the combined total number of in-place cubic yards of Solid Waste and daily and intermediate cover materials approved by the Department for Disposal in the Active Fill Area; but in no case shall this total volume exceed 14,056,500 total cubic yards and 6,343,300 cubic yards from the expansion referenced in the Agreement.

Final Use refers to the uses, activities and operations in the Landfill after Final Closure which are those uses, activities and operations consistent with the Operator maintaining proper environmental long term care of the Active Fill Area and which are consistent with the Operator maintaining, after Final Closure, a proper cap cover and an open space with vegetative cover in the Active Fill Area.

Hauling Company or Hauling Company Operations means the Solid Waste collection and transportation activities and/or Recycling Operations in the Town undertaken by the Operator, its Officers, employees and agents, or any division of the Operator; but will not include the operation of a transfer station for Waste or Recyclable Material or of a demolition waste facility of any type or size in the Town unless approved in writing by the Town Board of the Town of Berlin.

Hazardous Waste means any Waste identified as a Hazardous Waste by the Department, under Section 291.05(2) or (4), Wis. Stats., or identified as a Hazardous Waste by regulations adopted by the Department in Chapters NR 600 to 685 et. seq., Administrative Code, or its successor chapters and does include fluorescent and incandescent light bulbs and tubes. This term does not include incidental household Hazardous Waste from residences. This term includes any source, special nuclear or by-product material waste defined in sec. 254.31 Wis. Stats.

Household Waste means the waste defined in Section NR 605.05(1)(a) (1-2).

Incidental Household Hazardous Waste means Hazardous Waste that has been generated by a Resident at the residence.

Landfill means the real property described in Exhibit B, herein incorporated by reference in this Agreement and includes the Active Fill Area, the current landfill and Support Area located East of Willard Road; and the Old Landfill

License means a license issued by the DNR for the facility described in the feasibility report submitted by Operator on November 9, 2004 to DNR (provided the license for the expansion is for no more than 6,340,300 cubic yards of solid waste and daily cover).

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

Long Term Care or Long Term Care Operations means (1) any activities directly related to Long Term Care of the Landfill, and (2) any activities including routine care, maintenance and monitoring of the Landfill; provided the above noted activities occur after the Final Closure of the Active Fill Area. Long Term Care Operations by Operator, by its agents and by its Acknowledged Transporters shall not be considered Disposal Operations, Storage Operations or Treatment Operations in the Landfill for purposes of this Agreement.

Noxious Weeds means Canadian thistle, leafy spurge, field bindweed and any other weed declared by the Town Board by ordinance to be noxious weeds in the Town.

Old Landfill means the facility previously operated by Green Lake

Landfill Corp. and closed in 1989. The Old Landfill had DNR License No. 1890 and is situated on a part of the parcel described in Exhibit C located West of the existing Willard Road.

Operations Related Thereto means a) any operations or activities, in the Town occurring on lands adjacent to the Landfill where this land is either owned by Operator, leased by Operator, used by Operator or possessed by Operator and where the operations or activities by Operator, the Hauling Company or their respective Officers, employees or agents on this land are in conjunction with or are in aid of the authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations that are occurring at the Landfill, or b) any authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations in the Town or County occurring on lands not adjacent to the Landfill where these lands are located in the Town and County; where the lands so located are owned by Operator, leased by Operator, used by Operator or possessed by Operator; or where the operations or activities by Operator, or its agents on these lands in the Town or County are in conjunction with or are in aid of the authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations by Operator that are occurring at the Landfill.

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

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

Recyclable Materials means all of the materials identified in Section 287.07(1m)(2)(3), Wis. Stat.; provided that any material for which a variance has been issued to the Town or to a region of the State where the Town is located by the Department under Section 159.11 (2m) shall be exempted from this definition for the duration of said variance.

Recycling or Recycling Operations means recovery of Recyclable Materials and the on-site sorting, compacting, crushing, baling, densifying and chipping of Recyclable Materials, but does not include melting or smelting or any other process involving the actual reuse or remanufacture of Recyclable Material into new products and further excludes any burning of Recyclable Materials for energy recovery.

Remedial Action has the meaning provided in 42 USC Section 9601(24), as amended.

Removal Action has the meaning provided in 42 USC Section 9601(23), as amended.

Resident means a person who occupies a housing unit located within the Town; provided it is occupied for at least two or more weeks per calendar year. However for the purposes of the curbside

collection program provided for herein a resident shall mean only persons who occupy a unit of a one to four family housing unit.

Responsible Person means a person retained by or employed by Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer for the Operator the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer for the Operator any authorized Disposal Operations, Storage Operations, Treatment Operations and Long Term Care Operations at or related to the Landfill, and any Operations Related Thereto in the County or Town. This person shall also be responsible for any Recycling Operations, Bioremediation Operations, Tire Storage/Shredding Operations and Composting Operations for the Operator at the Landfill or at operations related thereto in the Town or 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, semisolid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities. Solid Waste may include, but is not limited to, paper, wood, metal, glass, cloth and products thereof: litter and street rubbish; and lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures and includes Recyclable Materials, contaminated Recyclable Materials, Special Waste and other materials approved by DNR in writing or by its regulations for disposal. Solid Waste does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Chapter 183, Wis. Stats., or its successor chapter, or source, special nuclear or by-product materials as defined in Section 254.31, Wis. Stats., or its successor section. Solid Waste, for purposes of this agreement, does not include Hazardous Waste other than Incidental Household Hazardous Waste from residences.

Special Waste means petroleum contaminated soils or any other waste that is defined as a Special Waste by the Operator's Special Waste Profile Sheet. The current copy of the profile is shown in Exhibit G attached hereto and made a part hereof.

Storage or Store means the holding of Waste or recyclable material at the Landfill or at any other Operations Related Thereto in the Town or County.

Storage Operations means any activities directly related to the Storage of Waste at the Landfill or at any other Operations Related Thereto in the Town or County.

Support Area is the area shown on Exhibit D located East of Willard Road and may include the sedimentation basin, Recycling Operations, Tire Stockpiling/Shredding Operations, and Composting

Operations.

Temporary Access Roadway means a temporary road created and approved for travel by the Town Board for accommodation of public travel through lands in the Town.

Term of Agreement means unless specifically noted otherwise in this Agreement, any provision of this Agreement shall be effective from the Effective Date of this Agreement until forty (40) years after Final Closure of the Active Fill Area.

Town means the Town, its officers, its employees and its agents including the members of the Solid Waste Monitoring Committee, the members of the Recyclable Material Committee and the members appointed by the Town Board to the Extraterritorial Zoning Board comprised of members appointed by the Town Board and the Common Council of the City of Berlin.

Town Board means the Town Board of the Town.

Treat or Treatment means any method, technique or process at the Landfill, or at any other Operations Related Thereto in the Town or County, which is designed to change the physical, chemical or biological character or composition of the Waste or Recyclable Material. Treatment includes incineration; but does not include bio-remediation of soils approved by DNR if conducted on the Landfill West of Willard Road.

Treatment Operations means any activities in the Town directly related to the Treatment of Waste or Recyclable Material at the Landfill, or at any other Operations Related Thereto in the Town or County. This does not include Bio-Remediation of soils approved by the DNR.

Waste means Solid Waste, including construction waste, demolition waste, ash, sludge, refuse, rubbish, garbage, Contaminated Recyclable Materials, Hazardous Waste, Special Waste, source material, and special nuclear material or any by-product, as defined in sec. 254.31 Wis. Stats.

Waste Tires means the waste tires as defined in Section 84.078(1)(b), Wis. Stats. that are generated by the residents of the Town provided the diameters of said tires are not more than 16 inches.

White Goods means major residential appliances including but not limited to residential air conditioners, clothes dryers, clothes washers, dishwashers, freezers, microwave ovens, ovens, refrigerators, stoves, furnaces, boilers, dehumidifiers and water heaters; however, the microwaves shall have their capacitors removed.

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.

II. RECITALS/STIPULATIONS

WHEREAS, on September 16, 2003 the Operator gave notice to the clerks of the Town and County of its intent to construct and operate the Active Fill Area and asked the Town and County to identify, pursuant to Sec. 289.22(1m) Wis. Stats., all local approvals required; and

WHEREAS, the Town timely passed a resolution indicating its intent to negotiate and, if necessary, arbitrate the Active Fill Area and appointed Town members to a Local Negotiating Committee; and

WHEREAS, the County timely adopted such a resolution and appointed two members to the Local Negotiating Committee; and

WHEREAS, the Operator desires to negotiate with the Town and County pursuant to sec. 289.33.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and pursuant to the negotiated Final Agreement between the parties, with the parties noted as the Town, County, Local Committee and Operator, with a guaranty to the Agreement noted herein, the parties agree as noted herein.

Moreover, the parties stipulate to all of the factual and legal determinations set forth above in the Recitals and request that any administrative agency or court having jurisdiction, conclusively adopt the factual and legal determinations and bind the parties to the same.

ARTICLE III PROVISIONS OF THIS AGREEMENT

A. OPERATIONS AT LANDFILL

Section 1: Access to the Landfill

From the Effective Date of this Agreement until forty (40) years after Closure, the Operator shall permit on-site inspections of the Landfill by the Town officers and designees provided the Town officers or designees have first given reasonable oral or written notice. Specifically said notice shall be provided to the Operator's Responsible Person or in the absence of the Responsible Person to any of the Operator's employees. Except in the case of an Emergency, twenty-four (24) hours oral notice to the Operator by the Town officers or designees shall be considered reasonable notice for this provision. The Operator shall have the right to have its Responsible Person or his or her designee to accompany the Town officials or designees during any such inspections; but the failure to make available the Responsible Person shall not deprive the Town officers or designees from the right to undertake said inspections. The Town officers or designees may, in the case of an Emergency, inspect the Landfill without giving twenty-four hours notice. However in no event

shall the Town officers or designees undertake Waste characteristic sampling, monitoring well testing or soil sampling unless so accompanied by the Responsible Person or his designee. All well tests and soil samples shall be split sampled upon the request of the Operator. The Town and the Residents of the Town shall be allowed access to the Landfill for the purpose of delivering Solid Waste and/or Recyclable Materials; but only at location(s), days, times and the periods designated in Section (C)(1) and (A)(13). For purposes of access and inspection of the Landfill and the testing, sampling and monitoring of water, Waste, and Recyclable Material under this Agreement, any properly appointed Monitoring Committee by the Town and its agents, shall be considered a designee of the Town.

Section 2: Residential Water Supply Wells

Pursuant to the following procedure, the Operator, from the Effective Date of this agreement until forty (40) years after Final Closure, shall provide and initially assume any responsibility of the Town under Section 281.77(4), Wis. Stats., or its successor provisions, to provide potable water to any residential property owner and his or her immediate family or to any occupant and his or her immediate family utilizing the water supply well where: (1) the residential water supply well of the current or future property owner or occupant is described in Section (A)(2) and (A)(4) water from the water supply well is Contaminated.

If a test of a sample from a private residential water supply well identified in Section (A)(4) is collected by the Department, the Town, or the Monitoring Committee and indicates Contamination, then:

(a) The Operator shall, upon notice from the Department, Town, or the Monitoring Committee, attempt to secure a sample from said well and test the same to confirm the Contamination.

(b) If the results of the Operator's test under sub (a) confirm the Contamination, then the Operator shall, within three (3) days of confirmation and upon notice to the resident and Town, provide potable water to residents residing upon the property served by the well and utilizing the same.

(c) If upon further investigation, including additional testing by the Operator, the Operator establishes and receives a written determination by the private water supply unit of the Department that the Contamination 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 by the Department, the Town, the Monitoring Committee or by the Operator establishes to the satisfaction of the Department's private water supply unit as expressed in its written determination that the Landfill is the source of the Contamination, to a reasonable degree of scientific certainty; then the Operator shall take appropriate measures to provide a permanent potable water supply to the residence served by that well.

(e) The foregoing requirement of providing water under subsection (b) shall only be binding upon the Operator if: (i) the well at which the Contamination was detected is described in Section (A)(4), and (ii) the residential well owner and occupant, if any, cooperates with the Operator in the investigation under subsections (b) and (c)

Operator shall, under the foregoing procedure of subsection (b) and with permission of the property owner or the occupant, provide an adequate amount of potable water for the human and livestock consumption and utilization by the property owner and his or her immediate family or for the occupant and his or her immediate family. Operator shall continue to supply this amount of potable water until the investigation in subsection (c) is concluded. The Operator may elect to meet its requirements, if any, under subsection (d) by providing new water well to the property owner. This new water well shall not be constructed by the Operator until written permission is granted by the property owner. The new water well must provide to the property owner and his or her immediate family or to the occupant and his or her immediate family, at least, the same amount of potable water as was provided by the prior well. If an adequate amount of potable water is not provided upon installation and completion of the new water supply well, the Operator shall continue to supply an adequate amount of potable water to the property owner and his or her immediate family or to the occupant and his or her immediate family until the property owner and the Operator can negotiate an appropriate written agreement for providing an adequate amount of potable water. If no agreement can be obtained within six (6) months either party may request an arbitrator and arbitration under Chapter 788, Wis. Stats., or its successor chapter. The decision of the arbitrator as to the type, amount and source of potable water and the length of obligation to provide and pay for such water supply is final.

Section 3: Hazardous Waste/Other Wastes

In perpetuity, the Operator, its officers, its employees and its agents, shall not allow, for storage, disposal, treatment or recycling, any Hazardous Waste at the Landfill, or at any other Operations Related Thereto in the County or Town. Also in perpetuity, the Operator shall not receive and shall reject, if received, for Storage, Treatment, Disposal or Recycling at the Landfill, or at any other Operations Related Thereto in the County or Town, any Hazardous Waste. The Operator will supply the Town with notice and information about any Hazardous Waste, which may have been delivered to the Landfill or any other Operations Related Thereto in the County or Town and describe all actions taken by the Operator regarding the same. Notwithstanding the foregoing, the prohibition against acceptance of Hazardous Waste does not include Incidental Household Hazardous Waste.

The Operator, its officers, its employees and its agents shall not Treat nor Store any Waste or Recyclable Material at the Landfill without DNR approval during the term of this Agreement. However, until Final Closure of the Active Fill Area the Operator may operate its Hauling Company Operations and undertake Solid Waste Disposal

Operations, Recycling Operations (including the storage of White Goods and batteries), Bio-remediation Operations, Tire Stockpiling/Shredding Operations, and Composting Operations. The specific Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations on the Landfill authorized by this Agreement are as follows:

RECYCLING OPERATIONS

A recycling area may be located by the Operator on the Landfill. The recycling activities by the Operator will include, but are not limited to, drop-off containers for the following recyclable materials: plastic, brown glass, green glass, clear glass, aluminum, newsprint, and tin cans. Future recycling may include a material recovery and processing facility for the separation of Recyclable Materials from the Solid Waste stream. Also included may be temporary storage containers for the recovered materials and outside storage of Recyclable Materials (including Contaminated Recyclable Materials approved by DNR in writing or by regulation for disposal in the Active Fill Area) provided said outside storage is operated in a nuisance free manner and no materials are allowed to become wind blown. Operational criteria for the recycling area will be the same as those specified in Section (A) (13) for the Landfill.

BIO-REMEDIATION OPERATIONS

A bio-remediation area may be located by the Operator on the Landfill provided it is West of the existing Willard Road as shown on EXHIBIT B. The bio-remediation activities by the Operator will include but are not limited to the recycling of contaminated soils or other materials by employing aerobic or anaerobic biological treatment methods to yield clean non regulated soils or materials but shall not include reclamation or mining of the Active Fill Area itself.

All bio-remediation operations by the Operator shall take place on top of impermeable liners and shall have berms at the edges of the liners to contain the soil or materials and to prevent the release of contaminated water. All state and federal air emission restrictions will be complied with by the Operator at all times. Following completion of the bioremediation process the soils and materials will be recycled by the Operator as either daily cover at the Active Fill Area or as fill at off site locations. Operational criteria for the bio-remediation operations shall be the same as those specified in Section (A) (13) for the Landfill.

TIRE STOCKPILING/SHREDDING OPERATIONS

A tire stockpiling area may be located by the Operator on the Landfill. Tires stockpiled at the Landfill will be restricted to a bermed containment area covering approximately two (2) acres. Tires in this area will remain stockpiled by the Operator in this area for a period not to exceed twelve (12) months and shall be removed from the Town thereafter. Stockpiled tires may be shredded by the Operator in this area using a portable tire shredding unit, which will be

transported to the Landfill as necessary. Operational criteria for the tire storage/shredding area will be the same as those specified in Section (A) (13) for the Landfill.

COMPOSTING OPERATIONS

A composting area may be located by the Operator on the Landfill. The compost area will consist of a gently sloped, graveled pad approximately two (2) acres in size. Appropriate materials such as, but not limited to, grass clippings and yard waste will be directed to this area and composted. Following completion of the composting process, the material will be used by Operator as an additive for soil enhancement. Operation criteria for the composting operations will be the same as those specified in Section (A) (13) for the Landfill.

The Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations at the Landfill shall cease by the Operator at Final Closure of the Active Fill Area and the Operator shall not recommence the Recycling Operations, Bioremediation Operations, Tire Stockpiling/Shredding Operations and Composting Operation at the Landfill after Final Closure without written approval of the Department and the Town and without compliance with all applicable Town Ordinances existing at the time of any proposed recommencement. The Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations at the Landfill shall not, for zoning, ordinance compliance, enforcement or for any approval purposes, be considered pre-existing uses except to the extent that they exist prior to or on the Effective Date of this Agreement and have not been abandoned prior to Final Closure. Operator waives the right to assert to the Town after Final Closure that any of these uses were pre-existing uses.

Notwithstanding the foregoing, during the Term of this Agreement the Operator, its officers, its employees and its agents, shall not Dispose of the following other types of Waste or Recyclable Material at the Landfill:

1. Pesticides, except Clean Containers
2. Special Waste, as described in the Profile Sheet, unless it is in full compliance with the Operator's Special Waste Profile Sheet is attached hereto as Exhibit G; and
3. Any other Solid Waste or Recyclable Materials excluded by order or rule of the Department.
4. Polychlorinated biphenyls (PCB's) above the concentration allowed by the statutes and regulations prevailing on the date of Disposal. Dredging materials containing PCBs will not be accepted for disposal.

In the event that the Operator accepts for Disposal at the Active Fill Area contaminated soil under its special waste compliance program it shall timely provide the Town Clerk with copies of: all requests

for Disposal of contaminated soil, all analyses of the same and authorizations for Disposal by the Department.

During the term of this Agreement the Operator shall only Dispose of Solid Waste in the Active Fill Area and not at any other locations at the Landfill or in the Town and then only in compliance with the conditions established by the DNR in its feasibility determination, in the approved Plan of Operation and any modification thereof or any orders of the Department or the Court. Operator shall operate its Solid Waste Disposal Operations, Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations at the Landfill in compliance with all permits, licenses and orders of the Department and without causing any danger to public health or safety or without causing a public nuisance in the Town. No incineration of any type shall be authorized at the Landfill without approval of the DNR and in compliance with all Town Ordinances, existing at that time. In no event shall the Operator during the Term of this Agreement Dispose of Waste or Recyclable Materials East of Willard Road and shall not store or treat any Waste or Recyclable Material East of Willard Road except as provided in this Agreement.

From the effective date until forty (40) years after final closure, this Agreement shall not bind the Town, the County or its residents to deliver, to Store at, to dispose, to treat or to process recyclable materials or Solid Waste at the Landfill, also the Town and County are not by this Agreement prohibited from exercising any municipal regulatory ordinance, permit and license powers and duties under Chapter 287, Wisconsin Statutes, or its successor chapter, including any flow control ordinance and any Recycling ordinance or any other authorized statutory actions toward establishment of an effective Recycling program under Chapter 287, Wisconsin Statutes. Operator shall comply with Chapter 287, Wisconsin Statutes or its successor chapter.

In the event an Acknowledged Transporter during the Term of this Agreement knowingly or negligently disposes, stores, treats or recycles Hazardous Waste, at the Landfill, and the Operator is able to identify the Acknowledged Transporter who disposed, stored, treated or recycled these materials, the Operator shall immediately notify the Acknowledged Transporter of such disposal, storage, treatment or recycling and the Operator shall require that the Acknowledged Transporter immediately remove these materials or provide for the safe and timely handling, containment or removal of such materials from the Landfill. If the Acknowledged Transporter does not safely or timely remove these materials upon request by the Operator within the time period requested by the Operator, the Operator shall be responsible to remove these materials in a safe and timely manner. The Acknowledged Transporter shall be barred from the Landfill for purposes of Disposal, Storage, Treatment or Recycling of any Waste or Recyclable Material if the Acknowledged Transporter knowingly Disposes Hazardous Waste at the Landfill and the Operator is able to identify the Acknowledged Transporter to the Town. Said Acknowledged Transporter, its officers, its employees and its agents shall be barred from the Landfill for at least ten (10) years from discovery of the occurrence

by the Operator during which time the Acknowledged Transporters, its officers, its employees and its agents shall be prohibited by Operator from any Storing, Treating, Disposing or Recycling of any Waste or recyclable material at the Landfill. Operator shall notify each Acknowledged Transporter of this agreement provision in writing prior to commencement by the Acknowledged Transporter of Disposal, Storage, Treatment or Recycling at the Landfill.

Section 4: Well Testing and Groundwater Testing

The Operator shall, in cooperation with the Town and upon receipt of written permission of the residential property owners and occupants, annually sample all the water supply wells of the Property Owners identified in this Section for the purpose of determining the water quality of well water of these property owners. The tests shall be repeated annually until Closure and forty (40) years thereafter. The well water supply samples shall be analyzed by a certified laboratory. The Operator shall, upon written request of the Town split samples with the Town.

Notwithstanding the foregoing, if there is an exceedence of any primary or secondary drinking water standard as established by the Department other than those identified in the definition of Contamination, the Operator shall, with written permission of the property owners and occupants of the property served by the well, repeat sampling on a semi-annual basis until the well shows no exceedence for two consecutive tests and shall, upon request of the Town split samples. The results of all semi-annual tests shall be provided to the Town Clerk and the individual results shall be provided to each property owner or occupant who has permitted the sampling of his/her well water. The results shall be provided within twenty (20) working days of the date when the Operator receives the test results. The Town Clerk of the Town shall maintain this test data until Closure and forty (40) years thereafter.

The Operator shall provide written notice to the property owners and occupants identified in this Section prior to commencing the well testing process. Operator shall formally request written permission, from both the property owner and the occupant of the property serviced by the well, utilizing a form mutually acceptable to the Town Board and the Operator, allowing the Operator to sample and test the water supply well serving the property. The sample and test shall be taken by the Operator only after the Operator has obtained acceptable written permission of the property owner and/or occupant. If the property owner and/or the occupant refuses to allow the sample and test, for any reason, the Operator shall notify the Town in writing of such refusal. The information related to the refusal shall be so noted by the Town Clerk of the Town.

The samples obtained from said water supply wells shall be analyzed at the Operator's expense for the following parameters:

Field	pH
	Conductivity
	Color
	Odor
	Turbidity
	Temperature
Lab	Total Alkalinity
	Sulfate
	Manganese
	Total Iron
	Total Hardness
	Chloride
	TOC
	TOX

The Town and the Operator acknowledge that the following properties have water supply wells which are to be offered the testing provided by the following lands, as described by the current Green Lake County Tax Parcel Numbers:

1. 002-00187-0100
2. 002-00147-0100
3. 002-00056-0100
4. 002-00216-0100
5. 002-00204-0100
6. 002-00230-0300

This is an additional list of Parcel Numbers of land owned by the above residents, but do not have home residences located on it:

7. 002-00187-0200
8. 002-00195-0000
9. 002-00209-0000
10. 002-00214-0000
11. 002-00215-0000
12. 002-00216-0000
13. 002-00217-0000

At any date after the Effective Date of this Agreement or any land division of these noted properties, and until Closure and forty (40) years thereafter, if additional water supply wells closer to the Landfill than any one of the above-named property owners are constructed and/or become operational or if fewer water supply wells are maintained in this area as operational, then the number of water supply wells requiring sampling and testing may increase or decrease.

Surface water from the small stream North of the Landfill (Harrington Creek) shall be sampled and tested by Operator the first year on the same semi-annual schedule as the previously mentioned water supply wells. The stream shall be sampled at two locations, one upstream from the Landfill and one downstream. The Town shall have the right to split samples. The Operator's samples shall be analyzed for the same parameters as the previously-mentioned water supply wells. The results of these analyses shall be filed with the Town Clerk of

the Town, as required under the water supply well testing program. Thereafter, the Operator shall sample and analyze the stream annually until Closure and forty (40) years thereafter.

In addition to the water supply well testing, the Operator shall sample and test the leachate until Closure and forty (40) years thereafter for the parameters and on the sampling frequency required by the Department but no less frequently than annually. The Town shall have the right to split samples upon written request. The Operator shall also annually test for the presence of radium in the leachate and also annually conduct a VOC scan of the leachate.

If at anytime in the leachate sampling and testing process the Operator determines that radium emission appears in the leachate in a concentration greater than 15.0 picocuries per liter, then the Operator shall sample any lysimeters underlying the Active Fill Area. If radium emissions are found in the lysimeters above 10.0 picocuries per liter, then radium 226 and radium 228 shall be added to the parameters that are to be tested for in the semi-annual water supply well sampling and testing procedure noted herein.

The test results of the leachate testing and lysimeter testing, shall be filed by the Operator, within twenty (20) days after receipt of the results of the leachate and the lysimeter testing, with the Town Clerk of the Town of Berlin.

In addition, the Town and County, or both, shall have the right to obtain a split sample from any of the Operator's ground water monitoring wells and leachate at any time within thirty (30) days after the sampling. The Operator or its employees or agent shall extract the sample to be split. The Town and County shall observe all chain of custody protocols, utilize only state approved laboratories to analyze any split sample it takes and shall do so at its sole expense. However the foregoing right shall be limited to once every two calendar years.

Section 5: Landscaping

The Operator, from the Effective Date of this Agreement until Final Closure, agrees to plant and replant, when necessary, the trees and shrubs around the perimeter of the Landfill as described in Exhibit F. This shall be the Landscape Plan attached hereto. Alternatively, upon written agreement from the Town, the Operator may plant trees elsewhere in the Town. The landscaping by the Operator will be maintained until Closure to assure that adequate trees and adequate shrubs of suitable size are planted and replanted on the Landfill, as determined by the Town Board, such that they will serve as a visual screen of the operation of the Active Fill Area. The Operator shall timely cut all brush and weeds at the Landfill during the Term of Agreement. Prior to Final Closure, the Operator, in May and June of each year, shall replace and replant trees and shrubs that have died in the previous year. After Final Closure, the operator may harvest any mature trees pursuant to good forestry practices. The Operator, from the effective date until forty (40) years after Final

Closure, shall timely remove Noxious Weeds located within the Landfill.

Section 6: Litter

The Operator, from the Effective Date of this Agreement until Final Closure, shall be fully responsible to take all appropriate and necessary actions, as determined by the Town Board, to promptly remove and clean-up all litter along the Primary Route and the Secondary Route (if the Primary Route has been closed). Said removal and clean-up shall be undertaken each day by Operator, its officers, its employees and its agents when Disposal Operations, Recycling Operations and/or Tire Storage/Shredding are occurring at the Landfill. In addition, if litter or any Discharge is found anywhere else in the County and Town and if it can be established, as determined by the Town that said litter or Discharge came from the Operator or the Acknowledged Transporter, then the Operator will timely remove and clean said litter or Discharge.

Section 7: Monitoring Committee

During the Term of this Agreement, the Town by its Town Board, may but has no legal obligation or duty to appoint or reappoint a Solid Waste Information Monitoring (SWIM) Committee that may contain Town and County appointed members. The Town and County are responsible for any costs, expenses and liabilities incurred by their individual appointed members acting within their scope of duties. In addition, each Board may determine if they will compensate, if any, the members for service on the Committee. The County Board may appoint up to two (2) members to the Committee. The Town Board may appoint up to five (5) members to the Committee. All members are to be appointed to have two (2) year terms. The purpose of the SWIM Committee is:

1. To provide written and oral information to the Town Board, and the County Board related to Solid Waste, Hazardous Waste and other Waste activity in the Town.

2. To recommend and advise the Town Board, and County Board and their respective Committees as to policy, legislative, regulatory and legal positions to be taken by the County and Town related to Solid Waste, Hazardous Waste and other Waste activities in the Town.

3. To advise the Town Board, and County Board as to the concerns and the interests of residents in the Town related to Solid Waste, Hazardous Waste and other Waste activities in the Town.

4. To provide, with approval of the Town Board, a public meeting for the exchange of information, ideas and common public concerns of residents in the Town related to Solid Waste, Hazardous Waste or other Waste activities in the Town.

5. To advise the Town Board, and the County Board of existing and potential State and Federal laws and regulations that relate to Solid Waste, Hazardous Waste or other Waste activities in the Town,

including at the Landfill.

6. To monitor, with written approval of the Town Board, Solid Waste, Hazardous Waste and other Waste activities in the Town and to then advise the Town Board, and County Board of the results of its monitoring of these activities.

7. To provide, with approval of the Town Board, to residents of the Town and to other persons, including the County Board, written information related to Solid Waste, Hazardous Waste or other Waste activities in the Town.

8. To advise the Town Board, and County Board on Waste and Recycling options applicable to the Landfill.

9. To specifically advise the Town Board, and County Board on the Solid Waste Disposal Operations in the Active Fill Area.

10. To exercise any duties that may be delegated to the committee by the Town Board related to Solid Waste, Hazardous Waste or other Waste activities in the Town.

11. To cooperate with the Town, and County regarding the Solid Waste Disposal Operations and other operations related thereto of the Operator in the Town and County.

Operator agrees to cooperate fully with the Solid Waste Monitoring (SWIM) Committee. Operator shall, upon proper and timely written request, attend public meetings of the SWIM Committee, the Town Board, Local Committee the County Board or their respective committees. Operator shall be prepared to provide relevant reports or relevant information to the SWIM Committee, the Town Board, the Local Committee the County Board or their respective Committee in a timely manner related in anyway to the Landfill. "Timely" shall be considered the seven (7) day time period noted in Section 28 (A), (B) and (C). If the Town Board fails to appoint the SWIM Committee, then the Town Board or any person appointed by the Town Board shall act as noted above. If the County Board fails to appoint the required members, the Committee may still act pursuant to this Agreement. The Committee is subject to meet at the call of the Chair or Vice Chair of the Committee or by order of the Town Board. Members are subject to the State Open Meeting Law, the State Open Record Law and the State Ethics Law.

Section 8: Expansion

In the event, during the Term of the Agreement the Operator desires a future Expansion, the Operator shall advise the County and Town, at least sixty (60) days prior to submittal to DNR of an ISR. The County, Town and the Operator may or may not agree to modify the Agreement to include the desired Expansion. If modification cannot be mutually agreed upon, the Operator shall follow the statutory procedure existing, if any, at that time for State and municipal approvals for the Expansion. No construction shall commence on an

Expansion of the Landfill until the occurrence of one of the following: (1) written approval of the Town Board, provided the Town, has adopted a siting resolution pursuant to sec. 289.33 Wis. Stat.; or its successor (2) execution of a negotiated agreement by the Operator, the Town and the local committee under sec. 289.33 Wis. Stats. or its successor; (3) a written arbitration award issued controlling the Operator, the Town, the County, or both, and the local committee under sec 289.33 Wis. Stats. or its successor; or (4) in the event the successor to sec. 289.22 Wis. Stats. does not provide for negotiation and/or arbitration, full compliance by the Operator with the statutory procedure, and all local Town or County zoning, regulatory, permit or licensing ordinances existing at that time and written approval by the Town, which will not be unreasonably withheld. No demolition waste facility, of any type or size, or any Transfer Station for waste or recyclable material, may be constructed or operated by the Operator in the Town during the Term of this Agreement or for 40 years thereafter without the written approval of the Town Board.

Section 9: Closure

Not more than one (1) year after Final Closure, the Operator shall incorporate and install the final cap over the Active Fill Area as approved by the Department in the Plans of Operation for the Active Fill Area.

Unless a future Expansion has been approved, or arranged for by Operator following the then existing statutory and regulatory procedure, the Landfill shall be kept by Operator as open green space and covered with a vegetative growth for a minimum period of forty (40) years after Closure. Open green space shall refer to a treeless, undisturbed, unimproved vegetated area consistent with preserving the integrity of the closed Active Fill Areas at the Landfill. Except as noted above and after Closure, the Operator must obtain the Town Board approval, in writing, for any use, other than open space, of the Landfill. After Closure, the Operator shall conduct Long Term Care Operations at the Landfill consistent with all approved Plans of Operation for the Landfill and this Agreement, including Recycling Operations, Bio-remediation, Operators, Tire Stockpiling, Shredding Operations and Composting Operations. After Final Closure of the Active Fill Area for Disposal Operations, and unless approved in writing by the Town Board, no other operations, businesses or uses for the Landfill will occur at the Landfill, except the continuation of the operator's Hauling Company Operation and except any other use as noted in this Agreement.

After Final Closure and for forty (40) years thereafter, the Operator shall be responsible to maintain, repair and reconstruct the cap on the Active Fill Area and to repair and maintain the vegetative growth at the Landfill to prevent water run-off and erosion. The Operator shall be responsible to timely eliminate any Noxious Weeds or other public or private nuisances at the Landfill after Closure. The Operator, from the Effective Date of this agreement and until forty (40) years after Closure, shall be responsible to construct, maintain, repair and reconstruct fences and gates surrounding the perimeter of

the Landfill. The Operator shall, from the effective date until forty (40) years after Final Closure, also be responsible, during that time period, to provide appropriate security for the Landfill to prevent or to attempt to prevent unauthorized entry or vandalism.

The Operator, from the Effective Date of this Agreement and until forty (40) years after Closure, shall design, install, operate and maintain leachate and landfill gas collection systems in the Landfill as required in the Department's approvals of its plans of operation and shall timely remove the leachate from the Landfill. Operator also shall properly manage and control any landfill gas generated in the Landfill. After Closure, and for forty (40) years, the Operator shall make reasonable efforts to fill any surface depressions and subsidences that develop in the cap on all of the Active Fill Area to prevent any standing water at the Landfill.

From the Effective Date of Agreement until forty (40) years after Closure, the Operator shall maintain a proper final cap over all of the Active Fill Area of the Landfill.

Section 10: Site Maintenance/Erosion/Noise/Air Purity/Rodent/Insect Control

From the Effective Date of this Agreement and until forty (40) years after Final Closure, the Operator shall comply with statutory requirements and the provisions in the Agreement regarding Noxious Weeds at the Landfill, keep all buildings at the Landfill in good repair, prevent erosion from the Landfill and not unreasonably increase surface water runoff onto neighboring properties not owned by Operator. The Operator shall direct all surface water touching exposed Solid Waste in the Active Fill Area into the leachate collection system, shall discharge water from the sedimentation basin at the Landfill as specified in the Plan of Operation as approved by the Department, and shall monitor and test Waste characteristics and air quality at the Landfill as required by the Department.

The Operator, from the effective date of the Agreement until forty (40) years after Final Closure, will control surface water runoff and erosion from the Landfill and will comply with any surface water control provisions of the Plan of Operation for the Landfill or any modification then required by the Department and the State Administrative Code.

The Operator, from the effective date until forty (40) years after Final Closure, shall comply with all reasonable noise control measures, as requested by the Town. In no event shall decibel readings created by the Operator exceed eighty (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 the Plan of Operation for the Landfill or any modification thereto, as required by the Department and the State Administrative Code.

The Operator, from the effective date of this Agreement until

forty (40) years after final Closure, shall take all reasonable precautions to limit particulate matter that leaves the Landfill or that leaves the access roads in the Town during construction, operation and maintenance. The Operator shall comply with the specific requirements as set out in the Air Permit issued by the Department.

The Operator, from the effective date of this Agreement until forty (40) years after Final Closure, shall dispose solid waste in the Active Fill Area and shall conduct all disposal operations, storage operations, treatment operations and long-term care operations at the Landfill in such a manner as to substantially control and minimize rodent and insect harborage through an effective vector control program.

The Operator shall apply at the Landfill the pesticides or rodent control measures at the landfill using the best available means to control said pests to prevent any damage to or injury to public property or private property in the Town and County and to prevent damage or injury to the natural resources in the Town and County.

The Operator, from the effective date of this Agreement until forty (40) years after Final Closure, shall have the responsibility and duty to the Town and County to properly and timely maintain, repair, reconstruct and to properly and timely provide the long-term care of the Active Fill Area and Landfill and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if and when 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 Landfill and/or the failure by the Operator to temporarily or permanently close the Active Fill Area and Landfill for Disposal Operations or other Operations Related Thereto and authorized under this Agreement in the Town or County that are likely to present a substantial danger of creating a public or private nuisance in the Town or County, is likely to create a substantial danger to the public health, safety or welfare of any person in the Town or County or it is likely to cause substantial damage to the natural resources in the Town or County. Enforcement of this paragraph shall be as set forth under Section (B)(7) of this Agreement.

Section 11: Other Business

Operator, from the Effective Date of this Agreement and until Final Closure, agrees no person, including Operator, shall construct, operate or maintain at the Landfill, nor allow any other person to construct, operate or maintain at the Landfill, any business, occupation, enterprise or operations other than the environmental improvements to the old Landfill either required by DNR or deemed necessary by the Operator, the Hauling Company Operations, the Solid Waste Disposal Operations, the Recycling Operations, the Bio-remediation Operations, the Tire Storage/Shredding Operations, and the Composting Operations as described in Sections (A)(3) and (B)(2). All existing Town Orders, permits, licenses or ordinances necessary and appropriate for the above Disposal, Hauling Company Operations, Bio-

remediation Operations, Recycling Operations, Tire Storage/Shredding Operations and Composting Operations are waived except as are deemed necessary by the Town Board to protect the public health and safety or prevent a public nuisance and except as noted in Article III, Sections, (A)(3) and (B)(2). This limitation shall include any burning or incineration unless the Operator has received prior written approval of the Town Board. Notwithstanding the above, Operator, the Hauling Company, the respective officers, employees, and its agents, and its Acknowledged Transporters, from execution of this agreement until forty (40) years after Final Closure, may, as a use, operation or business, remove leachate, landfill gas or any other Solid Waste byproducts (but not allowing the removal of Solid Waste and replacement of the removed Solid Waste with other Solid Waste), from the Active Fill Area if Operator is in full compliance with this Agreement, with Department regulations and the State Administrative Code and consistent with proper Long Term Care Operations in the Plan of Operation or modifications thereto, as required by the Department.

Section 12: Buildings

Operator, from the Effective Date of this agreement and until forty (40) years after Closure, shall not construct, operate nor maintain any buildings or equipment at the Landfill, without compliance with all the existing and future State and Town building code requirements. Only buildings and equipment that are necessary and appropriate for the Disposal and other authorized Operations, repair, maintenance, Closure and Long Term Care of the Landfill shall be constructed or installed, including the extraction of Landfill gas and the generation of electricity.

Section 13: Hours and Days of Operations/Security Personnel

From the Effective Date of this Agreement and until forty (40) years after closure, the Operator in the Town shall only: (1) accept Solid Waste for the purpose of Disposal at the Active Fill Area until Final Closure; (2) conduct Hauling Company Operations, Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and/or Composting Operations at the Landfill until Final Closure, and; (3) allow repair, construction, Disposal Operations, maintenance, reconstruction, Closure or Long Term Care Operations at the Landfill from the effective date until forty (40) years after Final Closure, between the hours of 6:00 a.m. to 5:30 p.m., Monday through Friday, except that the Operator may extend operations to 6:30 p.m. for the purposes of providing daily cover and/or construction, and from 6:00 a.m. to 1:00 p.m. Saturday; except, the Operator may extend operations to 6:30 p.m. for the purpose of providing daily cover and/or constructing the Active Fill Area. The Operator, from the effective date until Final Closure, shall conduct no other activities at the Landfill except within its enclosed buildings before nor after the above stated hours and except the extraction of Landfill gas and generation of electricity. The Operator shall not accept Waste or Recyclable Material at the Landfill or repair, construct, conduct Disposal Operations, reconstruct, maintain, close, conduct Long Term Care Operations, Hauling Company Operations, Recycling Operations,

Bio-remediation Operations, Tire Storage/Shredding Operations and/or Composting at the Landfill, on Sundays or on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

In order to expedite construction of the liner and cap for the Active Fill Area the above stated hours shall not apply; provided the Operator shall use reasonable efforts to limit any noise or dust resulting from such construction. Operator shall notify the Town Clerk or any elected Town official prior to undertaking such construction.

The Operator, from the effective date of this Agreement until forty (40) years after Final Closure, shall have the responsibility and duty to the Town to employ or retain at the Landfill the appropriate and necessary number of employees, personnel, and/or equipment to provide and maintain proper and sufficient physical security in the Active Fill Area or at any other location at the Landfill for the purpose of preventing or substantially reducing any physical access or vandalism by unauthorized parties to the Landfill.

Section 14: Daily Cover

From the Effective Date of this Agreement and until Final Closure, the Operator shall, upon completion of the daily Disposal Operations, cover the Solid Waste Disposed in the Active Fill Area on the day of Disposal with appropriate cover material. The daily cover material shall be sufficient to cover all Solid Waste disposed in the Active Fill Area and its application by Operator shall comply fully with all daily cover regulations established by the Department.

Section 15: Storage/Treatment/Recycling Facilities

The Operator, from the effective date of this Agreement until forty (40) years after Final Closure, shall not allow for any purpose any Hazardous Waste at the Landfill or at Operations Related Thereto in the Town or County and shall not, without approval by the Department and in compliance with all Town Ordinances, Store or Treat any Waste or Recyclable Material at the Landfill or at any other Operations Related Thereto in the Town or County except that the Operator may continue Disposal Operations and its Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations, Hauling Company Operations and Composting Operations in the Town described in Sections (A)(3) and (B)(2). Once reclaimed no Hazardous Waste recovered from the Old Landfill may be disposed, stored or treated in the landfill. However, from the Effective Date of this Agreement until Final Closure, the Operator may, without further approval of the County, the Town, the County Board and the Town Board, Dispose of Solid Waste in the Active Fill Area in the Landfill, in compliance with this Agreement and the Plan of Operation in modification thereto approved by the Department. No Transfer Station for waste or recyclable material or any Demolition Waste Facility of any type or size may be constructed or operated by the Operator in the Town during the Term of this Agreement or without the written approval of the Town Board.

Section 16: Reports

A. Reports Distributed by Operator

From the Effective Date of this Agreement until forty (40) years after Final Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of distribution by Operator of any report or correspondence provided by Operator to the Department or to any other state or federal environmental agency pertaining to the Landfill, including, but not limited to, technical reports, investigations, testing and monitoring data. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the SWIM Committee for its review and comments. These documents and reports are not confidential and are to be considered Open Public Records under Chapter 19 Wis Stats. The Town shall timely provide a copy of such documents to the County Clerk upon written request by the County Clerk, at no cost to the County.

B. Reports Received by Operator

From the Effective Date of this Agreement until forty (40) years after Final Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of receipt by Operator) of all reports and correspondence received by Operator from the Department or any other State or Federal environmental agency pertaining to the Landfill, including but not limited to, technical reports, investigative, testing and monitoring data. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the SWIM Committee for its review and comments. These documents and reports are not confidential and are to be considered Open Public Records under Chapter 19 Wis Stats. The Town shall timely provide a copy of such documents to the County Clerk upon written request by the County Clerk, at no cost to the County.

C. Test Reports

From the Effective Date of this Agreement and until forty (40) years after Final Closure, the Operator shall provide the Town Clerk copies (within seven (7) days of receipt by Operator) of all private well test analysis reports, and (within twenty (20) days of receipt by Operator) all groundwater monitoring reports, leachate monitoring reports, gas monitoring reports, Waste characterization reports, air monitoring reports and any government reports received by Operator from a source other than that set out above in Sub. B pertaining to the Landfill except if said reports are subject to the claim of legal privilege by Operator. These copies shall be provided at no cost to the Town. These copies may be obtained and kept on a temporary basis by the SWIM Committee for its review and comments. These documents, tests and reports are not confidential and are to be considered Open Public Records under Chapter 19 Wis Stats. The Town shall timely provide a copy of such test reports to

the County Clerk upon written request by the County Clerk, at no cost to the County.

D. Residential Concerns

The Town, from the effective date until forty (40) years after Final Closure, shall receive from the Operator one (1) 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 County, Town or City of Berlin, or from any resident of the Town or County where the above-noted letters, reports or correspondence are associated in any way with the Landfill. 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, and the Operator shall preserve and maintain for access, review and copying by the Town or County any of these documents. These documents and reports are not confidential and are to be considered Open Public Records under Chapter 19 Wis Stats. The Town shall timely provide a copy of such documents to the County Clerk upon written request by the County Clerk, at no cost to the County.

Section 17: Attendant

A. During Disposal Operations

Operator, from the Effective Date of this Agreement and until Final Closure, shall have a Responsible Person designated to the Town and shall have one or more attendant employees at the Landfill whenever Waste Disposal, Waste Storage or Waste Treatment Operations, including Solid Waste Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding and Composting Operations, are occurring at the Landfill or at any operation related thereto in the Town or County.

B. "On Call"

Operator, from Final Closure until forty (40) years after Final Closure, shall have an attendant employee or attendant agent at the Landfill whenever Long Term Care Operations are being undertaken at the Landfill or at any operation related thereto in the Town and County, and "on call" to respond to Emergencies in the Town and County when no activities are occurring in the Active Fill Area and Landfill. The Operator shall provide the Town Clerk, in writing, the name, address and telephone number of all attendant employees and attendant agents who will be at the Landfill during Long Term Care Operations and who will be "on call" when Long Term Care Operations are not occurring at the Landfill or at any operation related thereto in the Town or County. These names, addresses and telephone

numbers shall be provided to the Town Clerk, prior to Closure, and shall be updated in writing as necessary.

Section 18: Responsible Person

Operator, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall provide to the County Clerk and Town Clerk the name(s), address(es) and telephone number(s) of the Responsible Person(s) employed or retained by Operator and shall update, in writing to the Town Clerk and County Clerk, as necessary, with notice within ten (10) days after replacement by Operator. The current name, address and telephone number of the Responsible Person: Todd Hartman, Director of Operations, N9101 Willard Road, Berlin, WI 54923; 920-361-4995.

Section 19: Temporary/Emergency Closing of Landfill

The Operator, from the Effective Date of this agreement and until Final Closure, shall notify the County Clerk and the Town Clerk, in writing, within five (5) business days, of any temporary or Emergency closing and Final Closure of the disposal operation at the Active Fill Area and the Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and/or Composting Operations at the Landfill or at operations related thereto in the Town or County, including any ordered temporary closing, ordered Emergency closing or ordered Final Closure by the Department or any other state or federal agency. Operator shall provide in the written notice to the Town Clerk, the specific reasons for the temporary or Emergency closing or the Final Closure.

SECTION 20: Hazards Notice

Operator, from the Effective Date of this Agreement and until forty (40) years after final Closure, shall orally notify the Town Clerk and County Clerk, within twenty-four (24) hours of the receipt of information by Operator of any known or suspected hazards or dangers at the Landfill including, but not limited to: fires, explosions, suspected Hazardous Waste Disposal, Storage or Treatment, contaminated or polluted surface water, contaminated or polluted groundwater and notice to Town Clerk and County Clerk any other dangers or hazard to the public health or safety to the natural resources in the Town or County related to the Landfill or to any operation related thereto in the Town or County. This shall include notice of hazard, damage or occurrences that will or likely will cause required Remedial or Removal action by the Operator. Operator shall file a written report within seven (7) business days of the receipt of information regarding the above-noted hazards or dangers with the Town Clerk and County Clerk describing in detail the specific hazard or occurrence, any known damages to persons or property and any actions taken or to be taken by Operator, its officers, its employees or its agents, including any Acknowledged Transporters and including the Holding Company and its Officers, employees or agents.

Section 21: Public Nuisance/Open Burning/Guaranty Property Value

The Operator, its officers, its employees and its agents, from the Effective Date of this Agreement and until forty (40) years after final Closure, shall not: (1) conduct any Disposal Operations, any Storage or Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations in the Landfill or at any other Operations Related Thereto in the Town and County; (2) transport Solid Waste, Hazardous Waste or any other type of Waste or Recyclable Material to and from the Landfill in the Town and County; or (3) construct, operate, maintain, repair, reconstruct, close or provide Long Term Care at the Landfill or at any other Operations Related Thereto in the Town or County in such a manner that would constitute a public nuisance or would create a public or private health hazard in the Town or County.

Operator, shall not open burn any Recyclable Materials and/or Waste, nor allow any open burning of any Recyclable Materials or Waste at the Landfill or at any other Operations Related Thereto in the Town or County without written approval of the Town and County Board, or their designees, and the Department. This shall not include the burning of Landfill gas, as authorized by the Department.

Pursuant to the following procedure, the Operator shall timely offer to enter into an Agreement to Guaranty Property Value attached hereto as Exhibit E with the six (6) property owners for their residential parcels noted in Article III, Section (A) (4) of this Agreement:

Within thirty (30) days after execution of this Agreement, the Operator shall send by certified mail, return receipt requested, a letter, a copy of which is attached hereto as Exhibit E, and three duplicate originals of the Agreement to Guaranty Property Value to the owner(s) of each property listed above. The Operator's responsibility under this section shall be satisfied if the Operator sends said letters to the Owners of the property identified above. All the duplicate original agreements so sent shall have been executed by a corporate officer of the Operator having the authority to bind the Operator. Said letter shall advise the owner(s) of the property that within 120 days of receipt of said letter, they should sign the duplicate originals and should return two (2) fully executed duplicate originals to the Operator if the owner(s) of the property wish to have benefits provided by the Agreement to Guaranty Property Value. Said letter shall also advise that the benefits under said Agreement remain available to those owner(s) of the property, or the other persons identified in Section (A)(4) of the Agreement to Guaranty Property Value from the time said agreement is executed and returned by the owner(s) until Final Closure, as that term is defined in this Agreement. The Operator shall provide the Town with copies of all return receipts and with one copy of each fully executed Agreement to Guaranty Property Value that it receives.

B. LEGAL AND ORDINANCE PROVISIONS

Section 1: Operator in Conformity with Law

The Operator, from the execution of this Agreement until forty (40) years after Final Closure, shall construct, repair, maintain and close the Landfill, shall provide Long Term Care of the Landfill and shall conduct Disposal Operations at the Active Fill Area in conformity with the operational provisions of Chapter 289 and Chapter 287 Wisconsin Statutes and NR 500 et seq. Wis. Admin. Code 2005 or its successor provisions, NR 544 Wis. Admin. Code (2005) or its successor provisions, the conditions of the Department's approvals of the feasibility reports for the Active Fill Area, the conditions of the Department's approvals of the Plans of Operation for the Active Fill Area, and any modification thereto, and any conditions of Operator's license established by the Department. In addition, the Operator shall comply in constructing, repairing, reconstructing, maintaining, closing and providing Long Term Care at the Landfill, and at any other Operations Related Thereto in the Town and County and shall comply in conducting its Disposal, Storage, Treatment and Recycling Operations with all State statutes and with the State Administrative Code, federal statutes and federal administrative rules and all local County and municipal ordinances and all local and County municipal regulations established by the Town and County, except the specific municipal ordinances, licenses, permits and regulations waived in Section (B) (2) and (D) (1).

Section 2: Certain Ordinances and Regulations Waived

By adoption of resolutions by the Town Board and by the County Board authorizing the execution of this Agreement, the County, through the County Board and the Town, through the Town Board, waive all applicable existing ordinances, regulations, permits, licenses, Local Approvals and Pre-Existing Local Approvals that may be required of Operator to allow it to construct (including the extraction and transportation of daily cover and top soil to the Landfill), operate, maintain, repair, close and to provide Long Term Care of the Active Fill Area at the Landfill. This will include waiver of the enforcement provisions of these ordinances. This waiver also extends to and includes any future ordinances, regulations, permits and licenses and the enforcement of these ordinances, regulations, permits and licenses that may be required of the Operator to allow it to construct (including the extraction and transportation of daily cover and top soil from the Landfill), operate, maintain, repair close and to provide Long Term Care of the Active Fill Area. This waiver shall continue until 40 years after Closure of the Active Fill Area or until the long-term care responsibility under the Plan of Operation of the Department and under this Agreement for the Active Fill Area by Operator ceases, whichever is shorter. However, this waiver does not extend to any further future Expansions in the Town. The waiver shall extend to long-term care operations and approved Plan of Operation, which the Operator must undertake pursuant to the Department's regulations and in compliance with this Agreement. Notwithstanding the foregoing, this waiver does not extend to the siting, construction and/or operation of a demolition waste facility of any type or size, and any Transfer Station for waste or recyclable material, as the term

is defined by DNR.

These regulatory and enforcement waiver provisions by the Town and County do not apply to any persons other than the Operator, its Hauling Company and their respective Officers, employees, and agents. However, the following noted regulatory and enforcement waiver provisions also apply to Acknowledged Transporters, their Officers, their employees or agents, and residents of the Town, but only for the below noted specific purposes, uses, activities, operations and actions:

1. Transporting by motor vehicle in the County and Town, until Final Closure, to or from the Landfill, Solid Waste, contaminated Recyclable Materials and Recyclable Materials (including tires and compostable materials) approved for Disposal by DNR on authorized routes noted in Section (D)(1) for the purpose of Disposal of Solid Waste in the Active Fill Area, and for the purposes of delivering recyclable materials, soils or materials to be bio-remediated, tires or compostable materials to the Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations, and/or Composting Operations; but only during the authorized times and dates noted in Article III, A, Section (13).

2. Transporting by motor vehicle in the County or Town, until forty (40) years after Final Closure, leachate from and to the Landfill on authorized routes noted in Section (D)(1) for the purpose of removal of leachate from the Landfill and then only during the authorized times and dates noted in Article III, A, Section (13) and

3. Transporting by motor vehicle in the Town and County, until forty (40) years after Final Closure, clay and daily cover material to and from the Landfill for the purpose of providing these materials for use in construction, repair, reconstruction, maintenance, Closure and Long-Term Care of the Landfill and then only during the authorized times and dates noted in Article III, A, Section (13).

For the above noted purposes, uses, activities and operations, the Town and County, except as noted in Section (D)(1) will not, for Operator, its Hauling Company, Acknowledged Transporters and their respective Officers, employees and agents, and authorized Town residents: (1) close the authorized routes (described in Section (D)(1) to restrict road access; (2) place weight limits (permanent or temporary) on these routes to restrict road access; or (3) establish new Town or County road routes other than those routes noted in Section (D)(1). These waiver provisions for Operator, Acknowledged Transporters, Hauling Company and their respective Officers, employees and agents, and authorized Town residents for road closure restriction, weight limits and Town road routes apply only if Operator, during the term of this Agreement, can and does meet its full legal responsibilities pursuant to the Indemnification under Section (B)(4) for physical damage or injury caused by Operator, the Hauling Company and their respective Officers, its employees or its agents to third persons as a result of any activities, uses and operations related to construction, maintenance, repair,

reconstruction, Closure and Long Term Care of the Landfill or as a result of any Disposal Operations related to the Landfill conducted by Operator, or the Hauling Company and their respective Officers, employees or agents in the Town.

These regulatory and enforcement waiver provisions for Operator, the Hauling Company, the Acknowledged Transporters and their respective officers, employees and agents, and the Town residents, do not apply for any other uses, operations or businesses at the Landfill, or at any other Operations Related Thereto in the Town or County conducted by the Operator, the Hauling Company, or by the Acknowledged Transporters, their officers, their employees or their agents and the Town residents, their officers, employees or agents, except: (1) those uses, operations and businesses at the Landfill authorized under this Agreement, plus the extraction of clay, daily cover and top soil, for deposit at the Landfill from the borrow sites in the Town or County, (2) the design, construction, operation and maintenance of a sedimentation basins identified in Exhibit C. The parties acknowledge that the basin will be utilized to detain surface water that runs off of the Landfill and as such are an integral part of the landfiling activity and are properly subject to negotiation and (3) the following specific uses, activities, operations and businesses that are or will be undertaken by Operator or the Hauling Company until Final Closure as described in Article III, A, Section 3 as Hauling Company Operations; Recycling Operations, Bio-Remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations.

Section 3: Waiver

The Town Board and the County board, upon execution of this Agreement, shall dismiss any pending contested case hearings and agree not to request any contested case hearing relating to the feasibility of the proposed Active Fill Area. By execution of this Agreement, the Town and County, by their respective Boards, forever waive their right to seek any judicial review of the decisions of the Department, related to this proposed expansion, including approval of the feasibility report, the Plan of Operation and the License for the Landfill. However, this waiver does not apply to any modification or amendment of any plan of operation after the License has been issued by the Department for the Landfill to the Operator pursuant to the feasibility report submitted to the DNR by the Operator on November 9, 2004. This waiver also applies to any Recycling, Bio-remediation Operations, Tire Stockpiling/Shredding or Composting Operations at the Landfill until Final Closure. This waiver does not apply if the Operator or its assigns submits any amended Feasibility Report, Plan of Operation or amendment thereto which seeks and/or receives approval from the Department for Disposal of more than 6,340,300 cubic yards of Solid Waste, daily and intermediate cover materials in the "Proposed Limits of Waste" shown in Exhibit A or at any location other than those described in Exhibit A.

This provision, other than specifically noted elsewhere in this Agreement, does not waive the right of the Town or County to contest,

before any state or any federal agencies or before any State or Federal courts, any other legal matters related to the Landfill or related to the construction, Disposal, Storage, recycling or Treatment operations, maintenance, Closure or Long Term Care of the Landfill including any Recycling, Bio-remediation Operations, Tire Storage/Shredding or Composting Operations at the Landfill nor does this provision waive any right which the Town or County may have related to any municipal action under Section 289.92 Wis. Stats., and Section 291.89 Wis. Stats., or their successor provisions, nor does it waive the right of the Town or County to initiate or involve itself in any other type of civil action or criminal action against the Operator, its officers, its employees, its agents, or its Acknowledged Transporters. Further, this waiver does not extend to any further future Expansion of the Landfill or any new Active Fill Area at the Landfill or at any other location in the Town.

Section 4: Indemnification

Operator, from the Effective Date of this Agreement and in perpetuity, shall indemnify, hold harmless, support and defend the County and Town, and their officers, employees, and agents (Indemnified Parties), from any and all liability, loss, cost, expenses (including cost of defense, reasonable attorney's fees, Removal Action costs and Remedial Action costs), interest and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit, action or right of action (in law or equity) as a result of any injury (including death) or damage to any person or property, against the Indemnified Parties, brought by any person where such injury or damage arises in any way as a result of any anticipated or unanticipated occurrences 1) that are related to or associated with the delivery of Waste and Recyclable Material for the Town, for the County or its residents to the Landfill or from the Operator's Curbside Collection and delivery of Waste, and Recyclable Material for the Town, for the County and its residents, both as provided for herein, or 2) that are related to or associated with the Landfill or any Operations Related Thereto in the Town and County and with this Agreement, including but not limited to, occurrences related to or associated with the Disposal, Storage, Treatment or recycling of any Waste or Recyclable Material, including any Hauling Operations, Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations or Composting Operations in the Active Fill Area, the Landfill, or at any other Operations Related Thereto in the County or Town. This shall also include occurrences related to the closure and long-term care operations including any Removal or Remedial Actions, similar actions, at the Landfill or Operations Related Thereto in the County or Town. Notwithstanding the foregoing, there shall be no obligation on the part of the Operator to indemnify, hold harmless or defend the Indemnified Parties if the alleged injury or damage arises from or is caused by any intentional act or omission, of any of the Indemnified Parties or is caused solely by the negligent act or omission of any one of the indemnified parties.

The above-noted provision shall include full reimbursement to the

County and to the Town, to their officers, to their employees, to their agents and/or the Local Committee and the Solid Waste Monitoring Committee and its Members, employees or agents by Operator, of the legal fees and the legal costs of any legal defense by the County and Town, by its officers, by its employees, by its agents and/or the Solid Waste Monitoring Committee and Local Committee, its Members, its employees and its agents. Additionally, the Town, the County and the above-noted persons shall have the right to select for legal defense their own attorney(s) with full reimbursement for any legal fees and costs to be made to it or them by Operator.

Notwithstanding the language above, the Operator shall have no obligation to defend, indemnify and/or hold harmless the County, Town, their officers, their employees or their agents, and/or Solid Waste Monitoring Committee or Local Committee or its members, employees or agents, where it is found that the injury or damage was caused by any intentional actions or by any wanton or willful acts of the County, the Town, their officers, their employees, or their agents, and/or the Solid Waste Monitoring Committee or Local Committee, its Members, its employees or its agents, or any combination thereof. Further, the Operator shall have no obligation to defend, indemnify and/or hold harmless the County, the Town, their officers, their employees, or their agents, and/or Solid Waste Monitoring Committee and Local Committee Members, where it is found that the injury or damage was caused solely by the negligent acts of the County, the Town, their officers, their employees, or their agents and/or the Solid Waste Monitoring Committee or Local Committee, its Members, its employees or its agents, or any combination thereof.

Section 5: Removal/Remedial Action

Operator, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall be fully responsible to take all appropriate and necessary Removal Actions and Remedial Actions in the Landfill, and at Operations Related Thereto in the Town and County.

Section 6: Operator Responsibility

Operator, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall be responsible and shall have the duty to properly supervise and properly control the actions or inactions of its officers, employees and agents, including the Officers, employees and agents of the Hauling Company: (1) where their actions or inactions are related to the construction, operation, maintenance, repair, Closure or Long Term Care of the Landfill or at any other Operations related thereto in the Town and County; (2) where their actions or inactions are related to any authorized or unauthorized Disposal Operations, Storage Operations or Treatment Operations at the Landfill, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations at the Landfill; and (3) at any other Operations related thereto in the Town and County or (4) where these actions or inactions are related to the transportation to and from the Landfill

in the Town of any type of authorized or unauthorized Waste or Recyclable Material, including leachate and Landfill gas removal from the Landfill.

Section 7: Legal Actions

A. Injunction and Other Legal Action by Town AND COUNTY

From anytime after the Effective Date of this Agreement, and in perpetuity, unless barred by the statutes of limitation, upon notice that any anticipated or unanticipated occurrence in the Town or County associated with or related to the Landfill, including but, not limited to, occurrences associated with the transportation to or from the Landfill, construction, siting, design, monitoring, environmental testing, environmental monitoring, Disposal Operations, Storage and Treatment Operations, including Hauling Operations, Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations, Treatment Operations, maintenance, repair, Closure or Long Term Care at the Landfill, or at any operations related thereto in the Town and County, does or will present a substantial danger to the public health, welfare and safety, or does or will cause substantial damage to the natural resources in the Town or County, or does or will violate provisions of this agreement, the Town, the County, or both, may commence a legal action to enforce the provisions of this Agreement and/or to require or to enjoin certain actions by Operator, the Hauling Company, their respective officers, employees or its agents or any Acknowledged Transporters, their employees, officers or agents. Operator retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have in its behalf to any action brought by the County or Town, or both. The prevailing party in any legal action brought by the Town, County, or both, against Operator, the Hauling Company, their Officers, employees or agents or Acknowledged Transporters, their employees, their officers or their agents, shall be entitled to a judgment against the non-prevailing party awarding reasonable attorneys' fees and costs.

B. Court Action by the Town/County

From anytime after the Effective Date of this Agreement, and unless barred by the statutes of limitation, the Town, County, or both, may commence and maintain a legal action against the Operator or the Hauling Company, their officers, employees or agents or Acknowledged Transporters, their employees, officers or agents, under the law of public nuisance or common law theories of trespass, negligence, strict liability, agency or any other applicable State or Federal statutory or common laws, for

damages and costs suffered by the Town, County, or both, related to any public nuisance, physical damage or physical injury to any person or any Town or County property caused by or alleged to have been caused by Operator, the Hauling Company, their respective Officers, employees or agents or any Acknowledged Transporters, their officers, employees or their agents, arising in any way as a result of any anticipated or unanticipated occurrence in the Town or County or associated with the Landfill, including, but not limited to: (1) occurrences related to the transportation in the Town or County of Waste, or (2) the design, siting, construction, Disposal, Disposal Operations, Storage and Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Storage/Shredding Operations and Composting Operations, environmental monitoring, environmental testing, maintenance, repair, Closure and Long Term Care at the Landfill or at any operation related thereto in the Town or County. The Operator retains the right to bring an action based on the Agreement and retains the right to assert in its defense, any defense it may have to any action brought by the Town or County. The prevailing party in any legal action brought by the Town, County, or both, against Operator, its officers, its employees or their agents or Acknowledged Transporters, their officers, their employees or their agents, shall be entitled to a judgment against the prevailing party awarding its reasonable attorneys' fees and costs.

C. Administrative Action by Town/County

From the Effective Date of this Agreement and unless barred by statutes of limitation and if it deems it necessary, the Town or County may petition the Department under Section 289.92 Wis. Stats. (2005) or Section 291.89 Wis. Stats., (2005) or their successor provisions to initiate action by the Department against Operator, the Hauling Company, their respective Officers, employees or agents or any Acknowledged Transporters, for an alleged violation by Operator, the Hauling Company, or their respective Officers, employees or agents or the Acknowledged Transporters, of a license established or issued by the Department. Operator and the noted Holding Company retains the right to assert in its defense any defense it may have related to any petition(s). If the Department: (1) determines under Section 289.92 Wis. Stats. or Section 291.89 Wis. Stats. that the Operator et alia has violated the law or the rule alleged to have been violated, or (2) initiates action under Section 289.97 Wis. Stats; then the Operator shall pay the petitioner if the Town, County or both the reasonable attorneys' fees and costs. If the Department dismisses the petition, the Town or County shall pay the Operator et alia the reasonable attorneys' fees and costs.

C. COMPENSATION

Section 1: Free Curbside Collection and Disposal of Solid Waste and Free Curbside Collection and Processing of Recyclable Materials OR OTHER WASTE COLLECTION.

Upon execution of this Agreement and until Final Closure the Operator will provide free curbside Collection and Disposal of the Solid Waste generated by residents of the Town, at their residences located in the Town, and collection and Disposal of the Solid Waste generated at the Town Hall and other Town owned facilities once every week. In addition, after execution of this Agreement and until Final Closure, the Operator will provide free curbside collection and processing of Recyclable Materials generated by the residents of the Town at their residences located in the Town on the same day the Solid Waste is collected. During this time period, and upon written request of the County Clerk, the Operator and the County may enter into an agreement to provide for collection Solid Waste at all County owned facilities. If the parties enter into an agreement, the agreement shall provide for a 30% discount of the rate for the County.

All Processing, Collection and Disposal of Solid Waste and Recyclable Material shall be subject to the Operator's reasonable rules and regulations provided that they are in writing and a copy of them has been submitted to the Town and further provided the Disposal of said Solid Waste is permitted by applicable statutes and that it complies with the Operator's "Procedures for Managing Special Waste," a copy of which is attached hereto as Exhibit G.

In addition, the Operator shall be obligated to pay up to Ten Thousand Dollars (\$10,000.00) per year, commencing in the year 2007, to the County to be used to help reimburse the County for its actual costs and expenses incurred by the County for the collection and disposal of Household and agricultural hazardous waste (clean sweeps) that have been conducted in the County in the same calendar year. The annual payment shall be due and paid to the County Clerk within 30 days after the Operator receives written notice from the County of the amounts actually expended by the County.

The Operator's obligation to provide free Collection and Disposal of Solid Waste From the Town Hall, other Town owned facilities and from the Town's residents does not include the required acceptance of Hazardous Waste, Contaminated Recyclable Materials, industrial Waste, commercial Waste, White Goods or Waste from construction or demolition. However, the Operator's obligation to collect and dispose of Solid Waste shall include all agricultural Solid Waste generated in the Town except non-household plant or animal Waste and spoiled agricultural feed Waste.

On execution of the Agreement and until Final Closure the Town may deliver recyclable materials generated at the Town Hall or at other Town owned facilities and the Residents of the Town may continue to self-haul Recyclable Materials to the Operator's Recycling Operation at the Landfill in compliance with this Agreement. Also, the Town may deliver Solid Waste generated at the Town Hall or at other

Town owned facilities and its residents may continue to self-haul Solid Waste to the Operator's Landfill as long as the Operator is seeking to construct and license any portion of Active Fill Area and the residents may continue (assuming some portion of the Active Fill Area is licensed) to self-haul Solid Waste to the Operator's Landfill until Final Closure of the Active Fill Area. All self-hauled Recyclable Materials and Solid Waste shall be subject to the Operator's reasonable rules and regulations provided they are in writing and a copy of them has been previously submitted to the Town. A current copy of which is attached hereto as Exhibit H.

From the Effective Date of the Agreement until Final Closure the Operator shall make available for the Town and County facilities and for residents of the Town and County at its Landfill a drop-off for Waste Tires and shall accept such materials, at its then prevailing market rates. Notwithstanding the foregoing, the Operator's obligation regarding Waste Tires shall only continue as long as it retains the necessary zoning and permits for such drop-off activities. The operator shall make a good faith effort to obtain and maintain said zoning and permits. The residents shall pay all such costs directly to the Operator at the time of their delivery of such materials and the Town shall bear no responsibility for the payment of the same. Said costs shall be further adjusted to reflect Operator's cost of compliance if regulations regarding processing tires are changed and such change(s) cause increased costs of processing. If the Town requests, the Operator shall promptly provide a financial summary of all sums collected under this paragraph and documentation supporting any adjustment of the cost as provided herein.

From the effective date of this Agreement until Final Closure, the Operator has the right to and will refuse or reject prior to acceptance any material placed curbside by the residents of the Town which it believes, in its opinion, does not meet the definitions of Recyclable Materials, does not comply with its rules and regulations nor does not reasonably comply with the regulations and ordinances enacted by the Town or with the contract between it and the Town. Similarly the Operator has the right to and will refuse Solid Waste, which does not comply with its rules and regulations or is not permitted for disposal by applicable statutes or does not comply with the Operator's "Procedures for Managing Special Waste". Similarly, the Operator has the right to and will refuse to accept any Recyclable Materials or Solid Waste self-hauled by the residents of the Town or the Town to the Operator's Landfill for the foregoing reasons. After acceptance, the Operator shall bear full responsibility for the transportation, treatment, storage, disposal and/or processing of all Solid Waste and Recyclable Materials and any appropriate Remedial or Removal Action related thereto.

Section 2: Tipping Fee

From the Effective Date of this Agreement until the day the Operator ceases to dispose of Solid Waste in the proposed Expansion, the Operator shall pay monthly payments to the Town based upon the prevailing tipping fee at the end of the calendar month times the

number of tons of Solid Waste the Operator accepted for disposal in the Active Fill Area during that calendar month. The parties acknowledge and agree that the tipping fee just prior to execution of this Agreement is One Dollar and Sixty-Seven cents (\$1.67) per ton, which shall be increased subject to the following terms and conditions:

1. Upon the Effective Date of this Agreement, said tipping fee shall be increased to One Dollar and Seventy-Five cents (\$1.75) per ton.

2. One (1) year after the Effective Date of this Agreement or on the day the Operator begins to dispose of solid waste in the proposed expansion, whichever occurs earlier, the tipping fee paid to the Town shall be One Dollar and Eighty-Two and One Half Cents (\$1.825) per ton. Also, at this same time, a tipping fee of Two and One Half cents (\$.025) per ton shall be paid to the County.

3. Annually, beginning one (1) year after the rate is increased above under Paragraph 2 both ton monthly base tippage fees shall be adjusted by an increase or decrease in the tippage fees equal to the percentage increase or decrease in the Consumer Price Index (CPI) for the prior twelve months. For the purposes of this Agreement, CPI means the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items-U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor. If the Bureau ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

4. Each payment to the Town shall be due on the tenth (10th) day of the next month. The Operator shall make said payments to the Town in the above specified amounts by check(s) made payable to the payee(s) indicated by the Town. The Operator shall verify in writing the actual tonnage Disposed, to the satisfaction of the Town Board of the Town. The Town shall be responsible to make the disbursements required above under Paragraph 2 to the County Treasurer within 45 days of the Town's receipt of payment of the same from the Operator. The Town shall also provide copies of the tonnage verification it receives from the Operator.

Section 3: Exceptions to Tippage Fees

The Operator shall not pay the tippage fees to the Town imposed by Section 2 for any Solid Waste which Operator is required, either by this Agreement or by operation of State or Federal regulations or statutes, to accept for Disposal in the Active Fill Area for free. However, before the Operator may avoid payment of the above-referenced monthly payments to the Town or County, it shall provide a written, sworn statement by its officer(s) noting the source, type and amount of Waste that it accepted for free Disposal under this Agreement or by

operation of State or Federal regulation or State or Federal statutes.

Further, the Operator shall not pay the tippage fees imposed above by Section 2 for Solid Waste delivered to the Landfill for Recycling, Bio-Remediation Operations, Tire Stockpiling/Shredding or Composting even if the materials are Solid Waste, provided they are not Disposed at any location in the Landfill and further provided they are permanently removed from the Landfill within twelve (12) months of delivery to the Landfill.

Also, the Operator shall not pay the tippage fees imposed by Section 2 for the Disposal of any Solid Waste in the Active Fill Area from any portion of the Old Landfill if said Disposal is undertaken to improve the environment in the Town, and notwithstanding anything herein to the contrary, no tippage fees shall be imposed for the disposal of Contaminated Recyclable Materials approved by DNR for Disposal in the Active Fill Area and delivered to the Landfill by the Town and its residents.

Lastly, the Operator shall not pay the tippage fees imposed by Section 2 for any materials that are used by the Operator for the final cover system or materials that are stockpiled, crushed and utilized as road base in the Active Fill Area, the Old Landfill or the current landfill.

SECTION 4: ADDITIONAL EXPENSES

A. Reimbursement

Operator, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall reimburse the Town or County within thirty (30) days after either submits to Operator a written invoice, for any reasonable and necessary costs or expenses it incurred for any reasonable and necessary services provided by the Town or County in responding to or action upon the following Emergencies:

1. Fires, explosions, accidents or any other Emergency occurring at the Landfill, or at any other Operations Related Thereto in the Town or County or any fires, explosions, accidents or any other Emergency occurring as a result of any Disposal Operations, Storage or Treatment Operations, including Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations and Composting Operations, construction, repair, maintenance, Closure or Long Term Care of the Landfill or at any other Operations Related Thereto in the Town or County or as a result of any transportation of any Waste OR Recyclable Material to or from the Landfill in the Town or County.
2. Discharges of any Waste OR Recyclable Material which occur in the Town or County caused by and during the transport by Operator, the Hauling Company or their

respective Officers, employees or agents; to the Landfill or any Operations Related Thereto in the Town and County.

B. Specialized Equipment

The County and Town, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall not be obligated, nor have any duty or responsibility in any way to Operator to acquire or supply any additional or specialized machinery or equipment to be used for or provided for the above-noted occurrences or for any other Emergency or occurrence at the Landfill or at any other Operations Related Thereto in the Town or County.

C. Additional Personnel

The County and Town, from the Effective Date of this Agreement and until forty (40) years after Final Closure, shall not be obligated, nor have the duty or responsibility in any way to Operator to employ or retain any additional or any specialized personnel to be used for or provided for the above-noted occurrences or for any other Emergency or occurrence at the Landfill or at any other Operations Related Thereto in the Town or County.

Section 5: Legal and Negotiation Fees

Upon execution of this Agreement by all parties, the Operator shall reimburse the Town's actual costs and expenses, including legal expenses related to the negotiation of this Agreement, including the actual costs and expenses of the Local Committee. The Operator shall reimburse the County for any costs and expenses, incurred for the two (2) persons appointed to serve on the Local Committee by the County. In addition the Operator shall reimburse Lehner Law Office for the legal expenses of Daniel Sondalle related to the negotiation of this agreement but not to exceed Ten Thousand Dollars (\$10,000). The Operator shall reimburse the Town all amounts paid by the Town to Dr. Hoffman related to the negotiation of this Agreement and any Feasibility review. The County and Town shall provide the Operator with an itemization of its Costs and expenses and copies of all relevant bills submitted to it. Operator shall pay the Town and County the above costs and expenses within thirty (30) days after receipt of the two (2) bills from the Town and County, with the required itemization.

D. TRANSPORTATION

Section 1: Route of Travel and Repair

The Operator, from the effective date of this Agreement until forty (40) years after Final Closure, agrees that the Landfill shall be accessed from Willard Road. Except as otherwise provided herein, the Operator, the Hauling Company and their respective Officers, employees and agents, from the Effective Date of this Agreement until forty (40) years after Closure, whenever these persons are authorized

by this Agreement to conduct certain prescribed operations at the Landfill shall only use that portion of Willard Road south of Highway 91 to the entrance to the Landfill (the "Primary Route") when traveling to and from the Landfill in the Town for purposes of construction of the Active Fill Area, Disposal Operations at the Active Fill Area, operation, maintenance, Closure and Long Term Care Operations at the Active Fill Area and Landfill and for purposes of transporting recyclable materials, soils and materials to be bio-remediated, tires, and compostable materials to or from the Landfill in the Town and tire chips to and from the Landfill and processing the same at the Landfill and for the purposes of transporting Solid Waste to the Active Fill Area, and Disposing of Solid Waste in the Active Fill Area in the Town.

Prior to the Effective Date of this Agreement, the Operator shall notify in writing the Hauling Company and all current Acknowledged Transporters and shall post and maintain a notice at the Landfill entrance office that the said acknowledged Transporters shall utilize the Primary Route in the Town. This provision does not authorize use nor provide a waiver of any regulatory or enforcement control by the Town on any other Town or County roads, nor provide a waiver of a regulatory or enforcement control or enforcement by the County of any County roads, except as above noted.

Further, this provision shall not apply from the effective date until forty (40) years after Final Closure, if the Town Board, or its designees declare an Emergency or if the Town Board orders the Primary Route closed for purposes of repair, reconstruction or resurfacing. Upon such Emergency or road closure, the Operator shall be immediately verbally notified by the Town, where appropriate. Upon notice, the Operator shall immediately verbally notify its officers, its employees, its agents, and the Hauling Company and shall verbally notify its Acknowledged Transporters the first time each one is at the Landfill after the Operator itself, receives such notice. As to the Primary Route, the Operator shall require its officers, employees and agents, and the Hauling Company, its Officers, employees and agents, and shall request its Acknowledged Transporters, to reroute their vehicles immediately, until further notice by the Operator, to the City of Berlin then to County Trunk F, then south to White Ridge Road, then east to Willard Road and then north to the entrance to the Landfill (the "Secondary Route"). This route does include County and City roads. The County allows for such limited use of the County road as a secondary route by the operator and the Hauling Company, and their respective officers, employees, agents and acknowledged transporters as long as travel safety can be maintained on the County roads, as determined by the County Highway Commissioner.

Except in an Emergency or an event caused by the Operator, the Town Board shall at all times, from the execution of this Agreement until forty (40) years after Closure, provide the Operator and the Hauling Company and their respective Officers, employees, agents and Acknowledged Transporters, whenever these persons are specifically authorized by this Agreement to conduct certain prescribed operations at the Landfill, road access to the Landfill by the Primary or

Secondary Route. The County and Town will allow, within their power and if the Secondary Route is safe for truck/vehicle travel, as determined by the County Highway Commissioner, this Secondary Route to be used to provide such road access to the Landfill during an Emergency declared by the Town Board where the Primary Route is closed or limited for use because of any Emergency or when the Primary Route has been closed by order of the Town Board for reconstruction, resurfacing, maintenance or repair. The Town Board shall make a good faith effort, at all times, when safe use can be provided to all vehicle traffic, to maintain one (1) lane of the Primary Route open for travel to and from the Landfill for Operator, the Hauling Company and their respective Officers, employees, agents, and the Acknowledged Transporters. The operator shall timely pay to the County, upon written notice of the County Clerk, for any and all reasonable costs and expenses, as determined by the County Highway Commissioner, to repair or reconstruct the County road in order to maintain safe travel on this secondary route.

From the Effective Date of this Agreement until Final Closure, the Operator shall be responsible to the Town and County for costs and expenses of reconstruction, resurfacing, maintenance and repair of the Primary Route incurred by the Town or County, except snow removal and except as provided above. If the parties are unable to agree regarding: (1) when, (2) what type, and/or (3) what amount of reconstruction/resurfacing of the Primary Route is needed, then either the Town or the Operator may select a licensed Professional Engineer. A second engineer shall be selected by the non-selecting party within ten (10) days after notification by the selecting party that it has selected the first engineer. The two so selected shall select a third within ten (10) days after the second engineer is selected. The three Professional Engineers shall determine whether reconstruction/resurfacing is necessary, and if necessary, what type of reconstruction/resurfacing is necessary and the amount of reconstruction/resurfacing that is necessary. A majority of the three (3) engineers shall agree on a reconstruction/resurfacing plan and the associated costs, shall make the above noted determinations in writing and shall forward these written determinations to the Town or County (whichever is applicable) and Operator within sixty (60) days after the third engineer has been selected. The Town and Operator shall each pay the costs and expenses of their individual engineer and shall equally share the costs and expenses of the selected third engineer. The costs and expenses of the third engineer shall be paid by the Town or County (whichever is applicable) and Operator within thirty (30) days of the determination. The parties agree to be bound by the majority determination of the three Professional Engineers.

Except as provided below, the Town preserves, by this Agreement, from the effective date until forty (40) years after Final Closure, the right to apply and enforce against any person Section 60.54 Wisconsin Statutes, or its successor provisions, including the Operator, the Hauling Company and any Acknowledged Transporter.

Further, the Town and County both preserve, at all times, the right to apply and enforce against any person, including the Operator,

the Hauling Company and any Authorized Transporter, any State laws, State regulations and any local ordinances adopting the same related to vehicular traffic, roads, roadways, bridges in the Town and County or related to travel or use of Town or County roads in the Town or County by any person. The exceptions to this preservation of rights provision are as follows:

a. The Town may not place weight limits (permanent or temporary) nor establish truck routes to restrict travel to and from the Active Fill Area by the Operator and the Hauling Company and their respective, Officers, employees and agents, and its Acknowledged Transporters, on the Primary Route from the execution of this Agreement until forty (40) years after Closure. This exception provision, however, applies only if the Operator, prior to Final Closure, timely maintains, repairs, reconstructs and resurfaces this portion of Willard Road from Highway 91 to White Ridge Road pursuant to this Agreement and, if the Operator agrees, that the time at Final Closure, to resurface this portion of Willard Road from Highway 91 to White Ridge Road if, in the opinion of the Town's engineer and Operator's Engineer, resurfacing is necessary. If the Two engineers cannot agree they shall select a third engineer to decide if resurfacing is necessary.

b. Except for emergencies on the road, the Town or County may not establish new routes or reroute routes of vehicle travel for the Operator and the Hauling Company, their respective Officers, employees, agents, and the Acknowledged Transporters, whenever these persons are authorized by this Agreement to conduct prescribed operations at the Landfill including the following purposes: (1) Construction of the Active Fill Area (including the extraction and transportation of clay, daily cover and top soil); Disposal of Solid Waste in the Active Fill Area; maintenance of the Active Fill Area, and, after Closure, Long Term Care of the Active Fill Area. (2) The Hauling Operations Recycling Operations, Bio-remediation Operations, Tire Stockpiling/Shredding Operations, and Composting Operations at the Landfill as authorized herein from the Effective Date of this Agreement until Closure; (3) Maintenance, Removal and Remedial Actions at the Old Landfill from the Effective Date of this Agreement until forty (40) years after Closure.

Notwithstanding the above noted provisions in this section, from the effective date until forty (40) years after Final Closure, the Town Board has the right, at anytime, when public health or public safety of persons in the Town is in jeopardy or during an Emergency in the Town, to close, by order of the Town Board on a temporary basis, any vehicle travel routes to the Landfill and to order the appropriate road temporarily closed, including the Primary Route, for vehicle traffic. These orders will apply to all users of the road including the Operator, the Hauling Company and their respective Officers, employees, and its agents, and the Acknowledged Transporters. These routes and roads shall be reopened for vehicle traffic to and from the Landfill as soon as practicable for the following purposes:

- (1) Construction (including the extraction and transportation

of clay, daily cover and top soil); Disposal of Solid Waste in the Active Fill Area and maintenance of the Landfill and, after Closure, Long Term Care of the Active Fill Area, and the Landfill;

(2) Hauling Company Operations, Recycling Operations, Bio-remediation Operations, Tire Stockpiling/ Shredding Operations, and Composting Operations authorized by this Agreement at the Landfill.

In the event the Operator and Hauling Company, and their respective Officers, employees and agents fail to comply with the provisions of this Section, the Operator, during the above-noted term, shall be fully and legally responsible to any persons, including the Town, to indemnify them for any physical damage to property or injury to persons incurred as a result of any inadequate repair, inadequate maintenance, inadequate reconstruction or inadequate resurfacing of the above-noted portions of Willard Road by the Operator from the Effective Date of this Agreement until forty (40) years after Final Closure.

Section 2: Notice to Acknowledged Transporters

From the Effective Date of this Agreement until Final Closure, the Operator will provide at least one (1) written notice to each Acknowledged Transporters that:

1. No vehicle will be allowed to deliver Solid Waste or contaminated Recyclable Materials (which have been approved by DNR for disposal in the Landfill) to the Landfill and no vehicle will be allowed to deliver Recyclable Material to the Landfill unless the vehicle is designed, constructed, loaded and maintained in such a manner as to prevent any Waste from Discharging onto any public or private lands beyond the Landfill in the County and Town;
2. The Primary Route for road access to the Landfill by any Acknowledged Transporter shall be from Highway 91 South on Willard Road to the entrance to the Landfill;
3. No Hazardous Waste are allowed at the Landfill; and,
4. The Acknowledged Transporter shall advise the Operator of any discharges which occur in the Town or the County beyond the Landfill during any transporting to and from the Landfill in the County and Town by the Acknowledged Transporter.

This notice will be given both in writing to each transporter, whether the Hauling Company or an Acknowledged Transporter or otherwise, that brings Solid Waste and/or Contaminated Recyclable Materials to the Active Fill Area for Disposal or brings Recyclable Materials to the Landfill for Storage, recycling or Treatment in the Recycling Operations, Bioremediation Operations, Tire Stockpiling/Shredding Operations and Composting. A similar notice will be posted in a prominent location at the Landfill.

Section 3: Authorized Sources

From the Effective Date of this Agreement and until final Closure, only Solid Waste approved of for Disposal by the Department and as authorized in Section 3 shall be disposed of in the Active Fill Area at the Landfill.

From the effective date of this Agreement until Final Closure, no Waste or Recyclable Material shall be Disposed by any person in the Landfill, beyond the Active Fill Area, except for the Disposal Operations, Recycling Operations, Bio-remediation Operations, Tire Storage/shredding Operations and Composting Operations authorized until Final Closure by this Agreement. No other Waste or Recyclable Material shall be allowed at any location in the Landfill without DNR approval and without full compliance with all Town and County Ordinances. Recyclable materials, tires and compostable materials shall be Stored, recycled or Treated beyond the Active Fill Area in locations at the Landfill designated by Operator for recyclable materials, tires and compostable materials and approved for Storage and Treatment at these locations by the Department and pursuant to this Agreement.

From the execution of this Agreement until Closure, no Special Waste from any source outside the State of Wisconsin shall be Disposed, Recycled, Stored or Treated, in the Landfill or at any Operations Related Thereto in the County or Town, unless permitted by the Town Board. Upon becoming aware of any Disposal, Recycling Storage or Treatment of Special Waste or other unauthorized out of State wastes, the Operator shall immediately notify in writing the Town Clerk. This above noted unauthorized Waste shall be immediately removed from the Landfill by Operator upon knowledge be Operator that those Waste are from a source outside the state of Wisconsin.

Further, from Final Closure until forty (40) years after Final Closure, the Operator shall not, without written approval by the DNR and without compliance with all Town Ordinances Dispose, Store, Recycle or Treat in the Landfill or at any Operations Related Thereto any Waste or Recyclable Material in the Town or County from any source.

Section 4: Acknowledged Transporters

Prior to or on the Effective Date of this Agreement, the Operator shall prepare a list of its Acknowledged Transporters, with their required the Department license numbers. This list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters. The initial list with license numbers shall be filed with the Town Clerk and County Clerk and shall be updated annually on the anniversary of the Effective Date of this Agreement until Final Closure by the Operator and such updates shall be submitted to the Town Clerk.

No Acknowledged Transporter, including the Operator and Hauling Operator, shall transport Solid Waste, other Wastes and recyclable

materials to the Active Fill Area in the Landfill or to the Landfill until the appropriate and current license has been issued to that Acknowledged Transporter by the Department. The Operator shall not knowingly allow any Authorized Transporter or the Hauling Company to transport to the Landfill without an appropriate and current license issued by the Department. The Operator shall not store, dispose or treat solid waste, other wastes and recyclable material or authorize any other persons, including the Authorized Transporters, to dispose, store or treat solid waste or other wastes and recyclable materials at the Active Fill Area, or at any location at the Landfill, unless such disposal, storage, treatment operations or activity has been approved under the Plan of Operation of the Department and then, if the Operator, by allowing such operation or activity, has complied, or will comply with all applicable Federal and State Waste and Recyclable Material laws and regulations, including the Wisconsin Administrative Code, and any Town ordinances that are applicable to the Landfill.

ARTICLE IV CONTRACT PROVISIONS

Section 1: Notice to Parties and Request for Information by County

Any written notices required by any provision of this Agreement shall be considered properly provided to that party if addressed to a party as follows, and sent by certified mail:

a. Operator:

Waste Management of Wisconsin, Inc.
W124 N8925 Boundary Road
Menomonee Falls, WI 53051

b. Town:

Town Clerk of the Town

c. Local Committee:

Town Clerk of the Town

d. Green Lake County:

County Clerk of County

Upon request by the County Clerk, the Operator shall, at no cost to the County, promptly provide copies of any requested documents pertaining to this Agreement to the County Clerk. Also upon request by the County Clerk, the Town Clerk shall, at no cost to the County, promptly provide copies of any requested documents pertaining to this Agreement to the County Clerk.

Section 2: Headings

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

Section 3: Governing Law

This Agreement, unless otherwise set forth, shall be construed, enforced and governed in all respects in accordance with the law, statutes, regulations and Administrative Code provisions in effect as of November 1, 2006.

Section 4: Waiver

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

Section 5: Complete Award

This Agreement supersedes the prior agreement that was executed by the parties on October 14, 1994. However, any claims or causes of action, which arose under the prior agreement or occurred during the term of the prior agreement prior to the Effective Date of this Agreement are preserved and may be pursued by the party claiming them.

Section 6: Amendment and Assignment

This Agreement may be amended only by a mutually stipulated written agreement between the Town, County and the Operator. This Agreement may not be assigned by neither the Town, the County nor the Operator without written approval of the other parties. Written approval will not be unreasonably withheld. Operator, from the Effective Date of this Agreement and until forty (40) years after final Closure, will not sell, dispose, lease or convey, in anyway, the Landfill or sell, dispose, lease or convey, in anyway, the operations, uses and/or businesses at the Landfill without written approval of the Town and County. Written approval will not be unreasonably withheld. Notwithstanding the foregoing the Operator may assign, sell, dispose, lease or convey to an entity controlling, controlled by or under common control with the Operator without written approval of the Town and County.

Section 7: No Ownership or Control

Nothing in this Agreement shall be constructed to give the Town and County any "ownership" in the Landfill or any "operator" status as defined in 42 USC 9607(1) or otherwise defined by the courts over the operations of the Landfill.

Section 8: Binding Effect

This Agreement will bind the Town, the County, the Local Committee and the Operator and their respective employees, officers and agents, their respective legal successors and their respective legal assigns. The parties agree that the Landfill under Chapter 289 Wis. Stat., for the purposes of this Agreement, includes the existing Active Fill Area, the Active Fill Area that is proposed by the Operator and the Old Landfill located West of Willard Road and the

sedimentation basin proposed to be located in the Support Area East of Willard Road. The parties agree that the ordinance and zoning authority to regulate and control the Landfill have been, in part, waived by the Town and County by this Agreement. Except as waived by this Agreement, the Town, County, or both, has the authority to regulate and control operations, uses, activities and businesses at the Landfill or at any operation related thereto in the Town.

Section 9: ETZA Text Change Contingency

The Operator will apply for the necessary changes to the ETZA text for the proposed expansion at the Landfill and if the necessary changes pursuant to the extraterritorial application of the Zoning Code of the City of Berlin are not granted (subject to only those conditions already required by this Agreement) within one hundred twenty (120) days of the Date of Execution by all parties, then the Operator may, in its sole discretion, declare that this Agreement shall not be effective. In such an event, the parties hereby agree to continue to be bound by the PRIOR agreement, executed by the Town, Operator and the Local Committee in October 1994 as it pertains to current land filling activities in the Active Fill Area described in Exhibit A as the "Approved Limits of Waste" and the parties shall then continue negotiations under Chapter 289 Wisconsin Stats.

Section 10: Execution By Operator

The operator shall execute the Agreement within ten (10) days of the text change, acceptable to the Operator, being obtained by the Town and shall forward two (2) executed copies to the Town Clerk and the County Clerk.

SECTION 11: No Construction Against Drafting Party.

This Agreement has been reached through arm's length negotiations between the parties and with all parties having the advice of counsel or the opportunity to consult with counsel, and shall not be interpreted against any party on the basis that this Agreement was drafted by said party.

SECTION 12: Severability

In the event any section, clause, paragraph, or phrase of this Agreement is deemed to be wholly or partially invalid or unenforceable by a court of law of competent jurisdiction, the remaining sections of this Agreement shall be fully valid and enforceable.

SECTION 13: Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

SECTION 14: Attachments

This Agreement has certain attached Exhibits and an attached Guaranty that are incorporated herein in this Agreement by reference. These Exhibits are labeled as the following:

(LIST) (A-H)

The Guarantee attached and incorporated herein by reference is Waste Management, Inc., a Delaware Corporation.

This Agreement executed by the parties on the date noted herein.

TOWN OF BERLIN

DATE: 11/20/06

BY: Robert H. Bal
TOWN CHAIR

DATE: 11/20/06

ATTEST: Brenda Muckley
TOWN CLERK

COUNTY OF GREEN LAKE

DATE: 12-19-06

BY: Erin W. Helmer
COUNTY CHAIR

DATE: 12-19-06

ATTEST: Meghan B. Brinkman
COUNTY CLERK

LOCAL COMMITTEE

DATE: 11-20-06

BY: [Signature]
LOCAL COMMITTEE CHAIR

DATE: 11/20/06

ATTEST: Brenda Muckley
LOCAL COMMITTEE CLERK

WASTE MANAGEMENT OF WISCONSIN, INC.

DATE: 1/9/07

BY: [Signature]

TITLE: Director of Operations

GUARANTEE

Waste Management, Inc., a Delaware corporation, as a material inducement to the Town of Berlin, County of Green Lake and the Local Committee entering into a Landfill Expansion Agreement with Waste Management of Wisconsin, Inc., does hereby guarantee the payment of all of Waste Management of Wisconsin, Inc.'s obligations therein set forth in this Agreement dated _____, 2006, for which this Guarantee is integrated into this Agreement.

IN WITNESS WHEREOF, Waste Management, Inc. has caused these presents to be executed this _____ day of _____, 2006

DATE: _____

GUARANTOR: WASTE MANAGEMENT, INC.

BY: _____

TITLE: _____

Stewart/tn of berlindoc.doc

AGREEMENT TO GUARANTEE PROPERTY VALUE

This agreement ("Agreement") made and entered into on this _____ day of _____, 19952006, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Waste Management"), and, residing at _____ (tax key No. _____) (hereinafter "Property Owners" whether one or more).

RECITALS

WHEREAS, Property Owners own property in proximity to Waste Management's landfill known as the Valley Trail Recycling and Disposal Facility ("Landfill"); and

WHEREAS, Waste Management desires to expand its current landfilling activities ("Expansion") and has, pursuant to Section 144.445-289.33 Wis. Stats., undertaken negotiations with the members appointed to a local negotiating committee ("Local Committee") regarding the Expansion; and

WHEREAS, the Local Committee has advised Waste Management it has a concern about the preservation of property values of certain parcels of real property located in proximity to the Expansion; and

WHEREAS, the parties to this Agreement desire to address these concerns.

IT IS HEREBY AGREED AS FOLLOWS:

1. WASTE MANAGEMENT'S GUARANTY. Subject to the conditions and in accordance with the procedures set forth herein, at the Property Owners' option, Waste

EXHIBIT

2

E



STS CONSULTANTS
1931 Lake Drive
Green Bay, Wisconsin 54311
920-481-1878
www.stsconsultants.com

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EXISTING SITE CONDITIONS

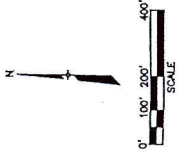
WASTE MANAGEMENT OF WISCONSIN, INC.
VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY
WESTERN EXPANSION
GREEN LAKE COUNTY, WISCONSIN

Issued
Rev. Date
Description

Rev. 1, 10/27/2008
Revised exhibit footprint
Drawn: JLC 7/27/2008
Checked: PFT 7/27/2008
Approved: PFT 7/27/2008
PROJECT NUMBER
200804494
SHEET REFERENCE NUMBER

A

SHEET 1 OF 4



NOTES

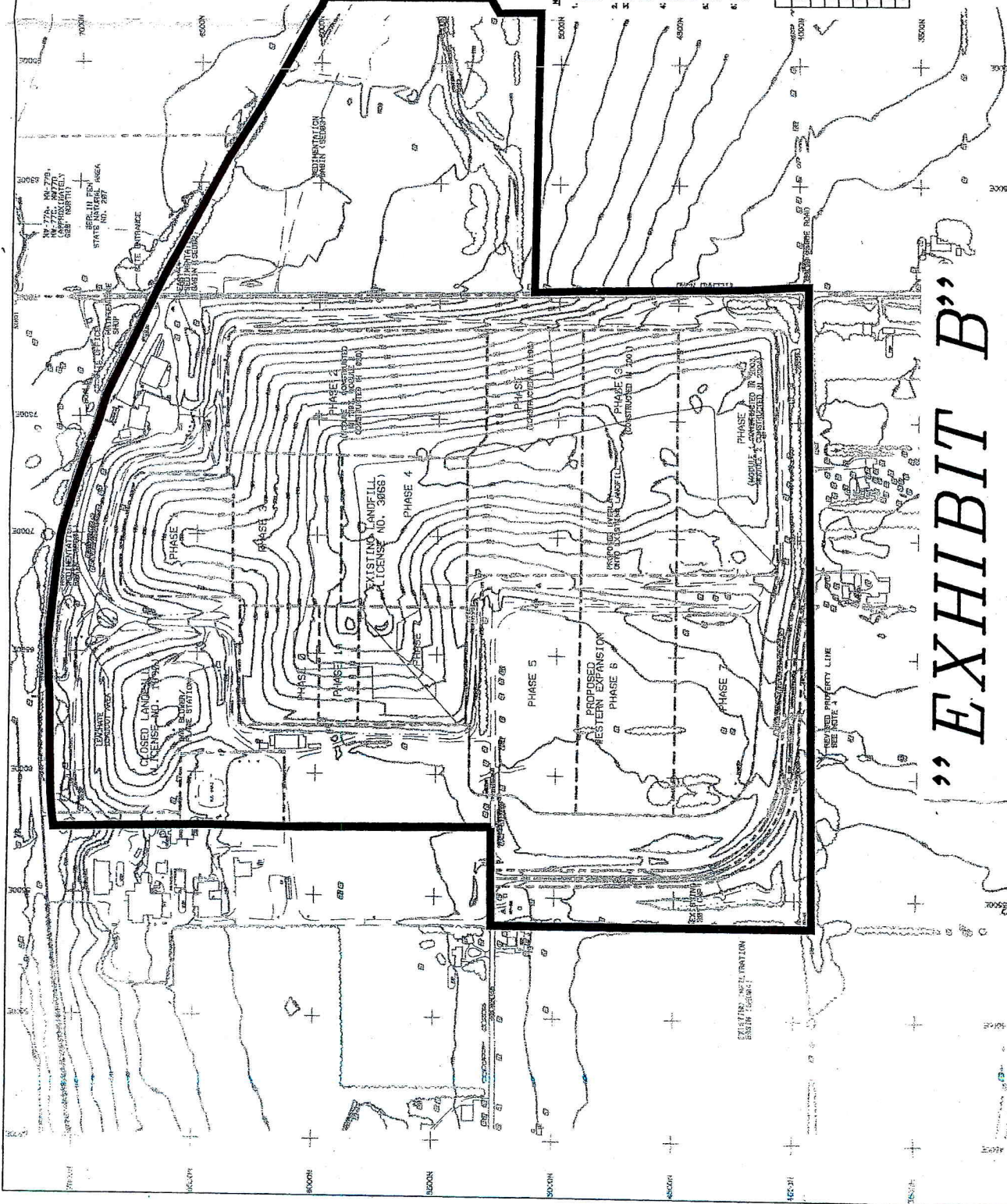
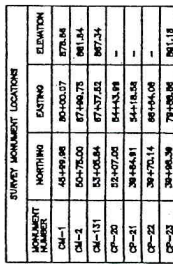
1. TOPOGRAPHIC MAP PREPARED BY AGRICULTURAL ENGINEERING, SHERBOURNE, WISCONSIN, DATE OF SURVEY OCTOBER 20, 2004. BASED ON GREEN LAKE COUNTY RECORD MAP NO. 100000, DATED APRIL 4, 2004.
2. VERTICAL DATUM IS BASED UPON USGS MEAN SEA LEVEL.
3. HORIZONTAL DATUM IS BASED ON WISCONSIN STATE PLANE.
4. RIGHT-OF-WAY LINES OF WHITE RIDGE ROAD AS SHOWN ON GREEN LAKE COUNTY RECORD MAP NO. 100000, DATED APRIL 4, 2004, ARE BASED ON A 100' WIDE ROAD WHICH IS CENTERED ON THE STATE PLANE COORDINATE SYSTEM. THE RIGHT-OF-WAY LINES OF WHITE RIDGE ROAD AS SHOWN ON THIS MAP ARE BASED ON A 100' WIDE ROAD WHICH IS CENTERED ON THE STATE PLANE COORDINATE SYSTEM. THE RIGHT-OF-WAY LINES OF WHITE RIDGE ROAD AS SHOWN ON THIS MAP ARE BASED ON A 100' WIDE ROAD WHICH IS CENTERED ON THE STATE PLANE COORDINATE SYSTEM.
5. REFER TO PHASE 1-1 OF THE PLAN OF OPERATION FOR THE LIMITS OF WASTE.
6. EXISTING MONITORING AND SAMPLE LOCATIONS ARE BASED ON VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY REPORT-WESTERN EXPANSION, BY NIT, DATED OCTOBER 2004.

SURVEY MONUMENT LOCATIONS		
MONUMENT NUMBER	NORTHING	EASTING
CM-1	45+89.88	80+00.07
CM-2	50+75.00	87+98.75
CM-131	53+05.84	87+37.52
CP-20	59+07.05	84+43.89
CP-21	59+44.91	84+18.28
CP-22	59+70.14	86+64.03
CP-23	59+88.39	78+88.85

EXHIBIT A



B



"EXHIBIT B"



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Overland Park, Kansas 66151
913-241-8818
www.stbconsultants.com

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EXISTING SITE CONDITIONS

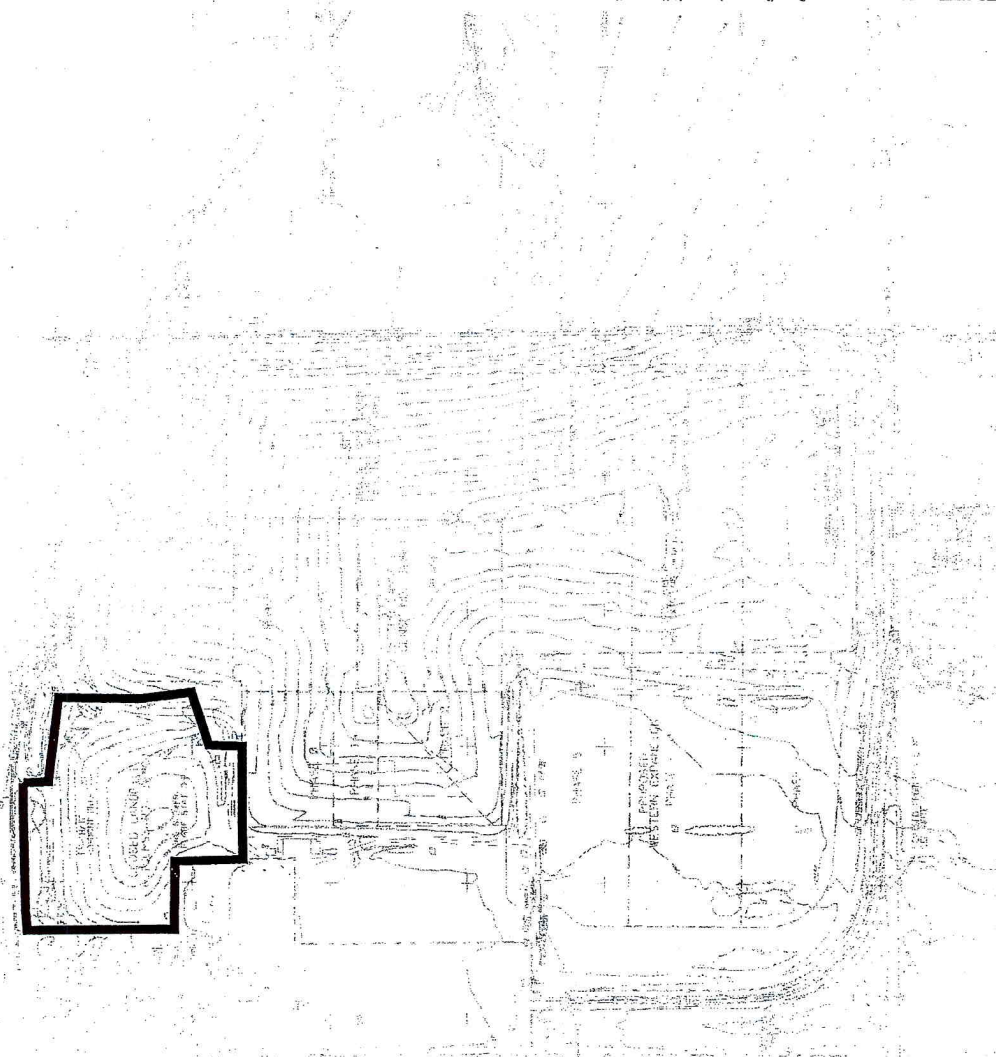
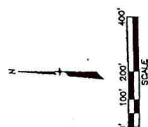
WASTE MANAGEMENT OF WISCONSIN, INC.
VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY
WESTERN EXPANSION
GREEN LAKE COUNTY, WISCONSIN

DATE: 07/27/2008
BY: J. J. JENSEN

NO.	DESCRIPTION
1	EXISTING SITE CONDITIONS
2	EXISTING SITE CONDITIONS
3	EXISTING SITE CONDITIONS
4	EXISTING SITE CONDITIONS
5	EXISTING SITE CONDITIONS
6	EXISTING SITE CONDITIONS
7	EXISTING SITE CONDITIONS
8	EXISTING SITE CONDITIONS
9	EXISTING SITE CONDITIONS
10	EXISTING SITE CONDITIONS

PROJECT NUMBER
200804494
SHEET REFERENCE NUMBER
C

SHEET 3 OF 4



- NOTES:
1. INFORMATION FOR THE WESTERN EXPANSION OF THE VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY, GREEN LAKE COUNTY, WISCONSIN, WAS OBTAINED FROM AERIAL PHOTOGRAPHY AND FIELD SURVEY CONDUCTED ON APRIL 4, 2008.
 2. VERTICAL DATA IS BASED UPON USGS NAVD 83.
 3. CONTOUR INTERVAL IS 2 FEET.
 4. RIGHT-OF-WAY LINES OF HIGHWAY 100 AND 1000 FEET FROM THE CENTERLINE ARE SHOWN AS DOTTED LINES.
 5. REFER TO PAGES 1-1 OF THE PLAN OF OPERATION FOR THE WESTERN EXPANSION OF THE VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY FOR THE LOCATION OF MONITORING AND SAMPLE LOCATIONS.
 6. EXISTING MONITORING AND SAMPLE LOCATIONS ARE SHOWN ON THE PLAN OF OPERATION FOR THE WESTERN EXPANSION OF THE VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY.

MONITORING LOCATION	NORTHING	EASTING	ELEVATION
Ch-1	4848.88	80400.07	878.86
Ch-2	4848.88	80400.07	878.86
Ch-3	4848.88	80400.07	878.86
Ch-4	4848.88	80400.07	878.86
Ch-5	4848.88	80400.07	878.86
Ch-6	4848.88	80400.07	878.86
Ch-7	4848.88	80400.07	878.86
Ch-8	4848.88	80400.07	878.86
Ch-9	4848.88	80400.07	878.86
Ch-10	4848.88	80400.07	878.86

EXHIBIT C



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Green Lake, WI 54301
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EXISTING SITE CONDITIONS

WASTE MANAGEMENT OF WISCONSIN, INC.
VALLEY TRAIL RECYCLING AND DISPOSAL FACILITY
WESTERN EXPANSION
GREEN LAKE COUNTY, WISCONSIN

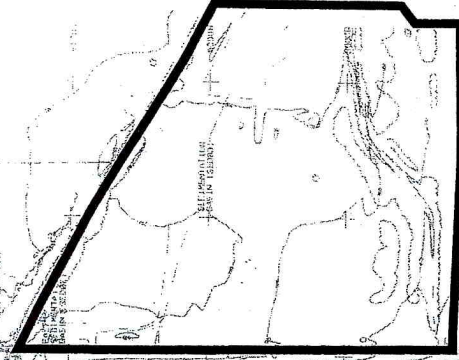
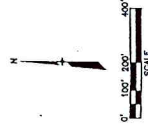
ISSUED
REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/2008	Initial Issue
2	11/27/2008	Revised to include additional data
3	12/17/2008	Revised to include additional data
4	12/17/2008	Revised to include additional data

PROJECT NUMBER
200604494
SHEET SERVICE NUMBER

D

SHEET 4 OF 4



NOTES:

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SURVEY POINT	NORTHING	EASTING	ELEVATION
CP-1	45498.28	80400.07	878.66
CP-2	50470.00	87448.76	861.84
CP-131	51403.84	87422.52	862.14
CP-10	52407.05	54443.89	-
CP-21	39444.41	54414.08	-
CP-22	39470.14	86444.02	-
CP-23	39448.38	79448.86	861.18

EXHIBIT D

AGREEMENT TO GUARANTEE PROPERTY VALUE

This agreement ("Agreement") made and entered into on this _____ day of _____, 1995~~2006~~, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Waste Management"), and, residing at _____ (tax key No. _____) (hereinafter "Property Owners" whether one or more).

RECITALS

WHEREAS, Property Owners own property in proximity to Waste Management's landfill known as the Valley Trail Recycling and Disposal Facility ("Landfill"); and
WHEREAS, Waste Management desires to expand its current landfilling activities ("Expansion") and has, pursuant to Section 144.445-289.33 Wis. Stats., undertaken negotiations with the members appointed to a local negotiating committee ("Local Committee") regarding the Expansion; and

WHEREAS, the Local Committee has advised Waste Management it has a concern about the preservation of property values of certain parcels of real property located in proximity to the Expansion; and

WHEREAS, the parties to this Agreement desire to address these concerns.

IT IS HEREBY AGREED AS FOLLOWS:

1. WASTE MANAGEMENT'S GUARANTY. Subject to the conditions and in accordance with the procedures set forth herein, at the Property Owners' option, Waste

EXHIBIT

2

E

Management shall purchase the Property from the Property Owners if the Property Owners are unable, after following the procedure 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.

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

- a. A written agreement being negotiated by the Local Committee appointed by the Town of Berlin ("Town") pursuant to Section 144.445-289.33Wis. Stats. and Waste Management;
- b. The Town executing said written agreement;
~~b.~~The issuance of all necessary licenses, approvals, permits, etc., if any, as may be required
- c. by the Town of Berlin and Zoning Ordinances of the City of Berlin made applicable by the exercise of extraterritorial zoning authority to permit Waste Management to establish and operate the Expansion pursuant to the aforesaid agreement; and
The issuance by the Wisconsin Department of Natural Resources ("DNR") of a

- d. license to Waste Management for the Expansion described in Waste, August 3 November 9, of 1993-2004 to DNR (provided the license is for at least 4.5-7.5 million cubic yards Solid Waste and daily cover).

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

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 Waste Management to obtain all required licenses and permits necessary for the establishment and operation of the Expansion. In the event the undersigned Property Owners engage in any of the above activities with regard to the aforesaid applications, this Agreement shall become null and void and neither party shall have any further obligations under same.

3. DETERMINATION OF "GUARANTEED PRICE". In the event the Property Owners wish to exercise the guaranty set out in Section 1, the Property Owners and Waste Management shall, during the 10 days following receipt by Waste Management of the Property Owners' written notice of their intent to exercise the guaranty, attempt to agree upon the value of the Property. If mutual agreement is reached within said 10 days, the agreed value shall, for the purposes of this Agreement, be known as the Guaranteed Price. Following the procedure of Section 4, the Property Owners shall advertise or list the Property for an asking price equal to or greater than the Guaranteed Price.

If the parties are unable to agree as to the value of the Property during said 10 day period, then the Property Owners shall hire, at their expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

- a-a. Assume that no landfilling activities are or will be undertaken at the Expansion;
- b. Any comparables selected by the appraiser shall be located a sufficient distance away from the Expansion so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Expansion;
- c. The use of the Property on January 1, 1993 shall be conclusively deemed by the appraiser to be the highest and best use of the Property; irrespective of the zoning classification of the Property;
- d. A full narrative appraisal 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.

The appraiser shall provide a copy of the written appraisal report to Waste Management and the Property Owners immediately upon its completion. If Waste Management accepts the appraised value this shall be the Guaranteed Price and the Property Owners shall attempt to sell their Property in either of the two ways described in Section 4 at an asking price equal to or greater than the Guaranteed Price.

If Waste Management does not accept the appraised value as the value of the Property it shall within 7 days of receipt of Property Owners' appraisal report retain, at its own expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property, in accordance with instructions a-f above, and provide a written report within 30 days of such retention. The appraiser shall provide a copy of the written appraisal report to Waste Management and the Property Owners immediately upon its completion. The arithmetic average of the two appraised values shall be the Guaranteed Price. The Property Owners shall then attempt to sell their Property in either of the two methods described in Section 4, at an asking price equal to or greater than the Guaranteed Price.

Notwithstanding the foregoing, if either the Property Owners or Waste Management does not accept the arithmetic average of the appraised values as the value of the Property; then the non-accepting party or parties may, within 7 days of receipt of the written appraisal report of the Waste Management appraiser, instruct the two previously selected appraisers to choose and promptly retain a third qualified professional appraiser to determine the fair market value of the Property in accordance with instructions a-f above, and to provide a copy of the written appraisal report to both parties within 30 days of such retention. The arithmetic average of the three appraisals shall be the Guaranteed Price. The Property Owners shall attempt to sell their Property in either of the two methods described in Section 4, at an asking price equal to or greater than the Guaranteed Price. The appraisal fee for the third appraiser shall be paid by Waste Management.

For the purpose of this section, "qualified professional appraiser" shall mean a person who is: (1) not related to the Property Owners, (2) licensed as an appraiser by the State of Wisconsin, and (3) is a member of at least one national appraisal association.

4. OFFERING FOR SALE. In the event that the Property Owners wish to exercise the guaranty set out in Section 1, they shall notify Waste Management of same in writing by certified mail and thereafter they shall make a good-faith effort to sell the Property for a cumulative period of two hundred and seventy (270) days. This good faith effort to sell can be made in either of the following two ways or in any combination thereof: (1) the Property Owners 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. Both Waste Management and the Property Owners shall act in good faith concerning the sale of the Property at a price at least equal to the Guaranteed Price.

If the Property Owners elect for all or any portion of the 270 day period 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 Oshkosh Northwestern and/or the Berlin Journal not less than once per week during any portion of the cumulative 270-day period that they are attempting to sell the Property themselves. Waste Management may, at its expense, 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 Waste Management seven (7) days written notice by certified mail of the broker whom they wish to retain before signing a listing contract with the Broker. The broker shall be (1) licensed as

a broker in Wisconsin, (2) unrelated to the Property Owners, (3) a member of a Board of Realtors Multiple Listing Exchange which lists property in Green Lake County, if such an exchange exists at that time, and (4) obligated to use his or her reasonable best efforts to market the Property. Any objection or claim by Waste Management that the broker does not satisfy the above four criteria shall be waived unless Waste Management, within 7 days of said written notice from Property Owners, provides its written specification of which of said four the broker does not satisfy.

Said listing contract or contracts shall extend for all of that portion of the cumulative period of 270 days that the property owners elect not to attempt to sell the property themselves and shall specifically provide: (1) that the broker(s) shall list the Property in the multiple listing exchange for Green Lake County, if such an exchange exists at the time of execution of the listing contract and shall agree to keep the Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, (2) that no broker shall be entitled to any commission or other payments whether for broker's costs or otherwise in the event Waste Management purchases the Property at any time after the expiration of the listing contract and (3) that no broker shall be entitled to a commission on the amount paid by Waste Management pursuant to the procedure of Section 5 of this Agreement. The Property Owners shall cooperate with the broker(s) in obtaining a purchaser pursuant to the terms as set out in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the terms of the listing Agreement. No provision hereunder shall be construed to grant Waste Management any option to

purchase or right of first refusal as against any potential third party purchaser during the term of the listing contract.

5. OFFERS TO PURCHASE. The Property Owners agree to provide Waste Management with a copy of every Offer to Purchase which they receive for their Property and agree not to accept any Offer until Waste Management has given its approval; notwithstanding the foregoing, the Property Owner shall not be required to obtain such approval if the purchase price in the Offer equals or exceeds the Guaranteed Price. Waste Management may not withhold its approval for any reason other than price. Waste Management may approve of an Offer to Purchase at a price below the Guaranteed Price. In such event, Waste Management shall pay the Property Owners at the closing, the difference, if any, in cash between the selling price set out in the Offer to Purchase and the Guaranteed Price.

Waste Management may request that the price set out in the Offer to Purchase, if less than the Guaranteed Price, be countered as to price, and in the event that the potential buyers accept the Counter Offer, Waste Management shall pay the Property Owners at the closing, the difference, in cash, between the selling price set out in the Counter Offer and the Guaranteed Price.

4.6. WASTE MANAGEMENT TO PURCHASE THE PROPERTY AFTER 270 DAYS. If the Property Owners have attempted to sell their Property under either of the methods provided in Section 4 for a cumulative period of at least 270 days, then the Property Owners may request, in writing, that Waste Management purchase their Property. However, Waste Management shall have no obligation to purchase the Property until at least 270 days

after the issuance by the Wisconsin Department of Natural Resources of a license to Waste Management for the Expansion and the issuance of all necessary approvals, permits, etc. as maybe required by the Town of Berlin and the Zoning Ordinances of the City of Berlin made applicable by the exercise of its extraterritorial zoning authority to establish and operate the Expansion.

It is the intention of Waste Management to avoid panic selling prior to the licensing of the Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that Waste Management receives the required licenses, permissions and approvals for the Expansion, will not be considered in meeting the requirement for sales attempts for 270 days. Upon request, Waste Management will notify the Property Owners in writing of the date when it has received the required licenses, permission and approvals for the Expansion.

Property Owners shall provide proof of advertising of the Property for sale or a copy of the listing contract(s) and an affidavit of their good-faith attempts to sell said Property. Provided the Property Owners have complied with the foregoing procedure, Waste Management shall purchase the Property at the Guaranteed Price, subject to the conditions set out in Sections 7 and 8 below.

7. EVIDENCE OF TITLE. Within fifteen (15) days after providing such proof of advertising, copies of listing contract(s) and the affidavit, Property Owners shall provide Waste Management a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the name of Waste Management in the amount of the Guaranteed Price. After receipt of such commitment, Waste Management 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 Waste Management is unwilling to waive the same, then Waste Management shall have no obligation to purchase the Property.

8. DOCUMENTS REQUIRED FOR CLOSING; PRORATIONS; CLOSING COSTS. In the event that the Property Owners have merchantable title, the closing shall occur within 60 days after the Property Owners provide such title or within sixty (60) days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey the Property to Waste Management 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. Property Owners shall warrant and represent that they have neither notice nor knowledge of any:

- a. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- b-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; all except for any materials or conditions which are caused by Waste Management.

- d. Wetland and shoreland regulations affecting the property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: title insurance premium, real estate transfer tax and recording fees. The Property Owners shall also execute, at closing, a standard affidavit as to the liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen, if any, who have provided services or materials for the 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 Waste Management at closing. Prior to closing the Property Owners shall give Waste Management, 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 Guaranteed

Price or, at Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or cost thereof.

9. TERMINATION OF WASTE MANAGEMENT'S OBLIGATIONS. This Agreement shall terminate and Waste Management shall have no further obligations under this Agreement upon the occurrence of all of the following events: (i) waste is no longer being disposed of at the Expansion; (ii) Waste Management serves notice of the same upon the Property Owners; and (iii) the Property Owners do not notify Waste Management of their exercise of the guaranty granted in Section 1 within 120 days after service pursuant to (ii) above. The notice under (ii) above shall be served in the same manner as required for a summons under Ch. 801, Wis. Stats. and shall inform the Property Owners of guarantee and termination provisions hereunder. Upon timely notice of their exercise of the guaranty by the Property Owners, the terms of this agreement shall remain in full force and effect and the Property Owners are hereby granted the time necessary to utilize the procedures of this Agreement. Specifically, the Property Owners are hereby granted the time necessary to comply with the 270 day period set forth in Section 4.

For the purpose of this Agreement "waste is no longer being disposed of" shall occur at the earliest of the following dates: (1) the disposal of waste at the Expansion has been permanently terminated as the result of an order, judgment or decree issued by a federal, state or local agency, court or unit of government having jurisdiction under Administrative Code, Statute, Law, or Ordinances; (2) any agency having jurisdiction fails to issue or revokes any license, permit, or approval needed by Waste Management to operate the Expansion; (3) the Expansion has reached its design capacity approved by the DNR in the original Plan of

Operation for the Expansion, as may be modified during the life of the Expansion, or (4) Waste Management voluntarily elects to permanently cease disposing of waste at the Expansion despite the fact that there is remaining capacity.

10. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed or otherwise transferred by the Property Owners. The guaranty given by Waste Management to guarantee the value of the Property 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, jointly and severally, and may be transferred or assigned from one to the other, and inures to the benefit of their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described above in Section 9.

11. GENERAL PROVISIONS. 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. In addition to any other remedies available, Property Owners shall be entitled to specific performance of this Agreement. The Court may award to the prevailing party its actual, reasonable attorney fees and costs of enforcement of the Agreement, if the Court determines that the position of the non-prevailing party was not substantially justified.

GUARANTOR:

WASTE MANAGEMENT OF WISCONSIN, INC.

BY: _____

TITLE: _____

PROPERTY OWNERS:

[desla61491.2]

A Quick Look at Property Value Guaranties for Eligible Valley Trail RDF Neighbors

It's Your Choice

Eligible homeowners are mailed property value guaranty agreements. You must sign and return your agreement by the deadline in order to be covered if and when you choose to sell!

Protected Value for Your Home

Your home will be guaranteed to sell for as much as comparable homes in neighborhoods away from the landfill, or Waste Management will buy it from you or pay the difference.

Guaranteed Resale of Your Home

If and when you choose to sell your home, here's how it works:

1. At Waste Management's expense, you choose an appraiser to determine the price your home would fetch in a comparable neighborhood without a landfill.
 2. You make a good faith effort to sell your home, offering it at a price not to exceed that appraised value.
 3. If your home hasn't sold within [NUMBER] days, you have the right to ask Waste Management to purchase your home at the value set by your appraiser. Waste Management has the option of hiring its own appraiser to provide a second opinion. If the parties don't agree, the two appraisers will name a third appraiser to set the price Waste Management must offer you for your home.
-

Exhibit E

Re: Agreement to Guarantee the Property Value of Tax Key No. _____

Sent Via Certified Mail, Return Receipt Requested; No. _____

Dear [PROPERTY OWNER NAME(S)]:

Your property is eligible for an important benefit under the agreement the Town of Berlin and Waste Management of Wisconsin, Inc. have negotiated for the expansion of the Valley Trail Recycling and Disposal Facility. *Please note that you must act within 120 days if you wish to accept.*

The Town has negotiated a requirement that Waste Management offer you an opportunity to enter into a contract to guaranty the value of your property. If you enter into the contract, Waste Management will guaranty that your property will sell for the same price it would bring in a comparable neighborhood without a landfill, or we will buy your property or pay you the difference.

The contract does not require you to sell your property. It applies only if and when you choose to sell. You can enter into the guaranty even if you have no intention of selling, but want to be covered in case you change your mind in years to come.

How to Activate the Guaranty

You'll find enclosed three copies of a proposed agreement to guaranty the value of your property. If you decide to enter into this agreement with Waste Management, please sign two of the enclosed agreements and send or deliver them to Valley Trail RDF, N9101 Willard Road, Berlin, WI 54923. The third copy is for your records.

Deadline for Acting

In order for your property to be covered by the guaranty, you must sign and return two of the enclosed agreements within 120 days of receiving this letter.

To Learn More

The Town Board will host a meeting on MONTH DAY, 2006 at TIME at LOCATION to explain the guaranties and other protections and benefits it has secured for Town residents in these negotiations. As always, I'm happy to discuss any questions or ideas you may have; please call me at 920-361-4995 if I can be of help.

Sincerely,

Todd Hartman
Landfill Manager

Enclosures

Exhibit F

The Operator, from the effective date of this agreement until final closure, agrees to plant and replant, when necessary, the trees and shrubs located the perimeter berm. Committee agrees that landscaping at the effective date of the agreement is an adequate baseline.

Exhibit G

Valley Trail RDF License No. 3066

**SPECIAL WASTE PROGRAM
PLAN MODIFICATION**

APRIL 2006

Table of Contents

Valley Trail RDF Special Waste Program

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- 2.0 Waste Management Special Waste Program
- 3.0 Valley Trail Proposal
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 - 4.1 Category A
 - 4.2 Category B
 - 4.3 Category Solidified Waste
 - 4.4 Category Bioremediation Waste

List of Appendices:

Appendix A – Special Waste Categories

Appendix B – Analytical Testing Protocols

Appendix C – Waste Handling Procedures

Appendix D – Waste Code A-25 and A-26 Attachments

1.0 Introduction

Valley Trail RDF has a special Waste Plan to satisfy the requirements of NR 506.09 to characterize the wastes accepted at the facility.

Waste Management Special Waste Program

Waste Management of Wisconsin, Inc (WMWI) program is based upon the Company's Special Waste Program that had been developed to screen non-municipal waste streams which our landfills accept on a routine basis. The program was developed to:

- 1) Identify special waste types and volumes being accepted at our facilities.
- 2) Ensure acceptance of only wastes authorized by applicable regulatory programs.
- 3) Ensure acceptance of only the wastes that comply with Company programs, policies, and guidelines.
- 4) Ensure wastes accepted do not adversely impact landfill operations and/or design.

When a special waste is identified, it is "profiled" on a uniquely numbered form. The profile form includes the waste generator information, physical characteristics of the waste, the process generating the waste, the volume, and the shipping information. The generator certifies as to the status of the waste (is it a state or federal hazardous waste, is it TSCA regulated, radioactive, representative sample collection, has all relevant information regarding known or suspected hazards been disclosed, etc.).

In some cases where the generator has the same waste streams at multiple locations, a single profile can be used. The location of each site where the waste is generated is identified, along with any testing which was performed on that site would be required.

When WMWI profiles a waste, an expiration date is given which does not exceed five years. At the point of expiration, the waste stream must be reprofiled. If the waste stream changes prior to the expiration date, the waste must be reprofiled immediately.

Two separate individuals complete review of special waste streams. The Waste Approval Manager reviews each waste stream for acceptability. The review evaluates each waste for environmental and operational concerns. The waste, if approved by the Waste Approval Manager, is reviewed by the Site Manager, who may also approve or disapprove acceptance of the waste. Both personnel can impose special conditions for

testing and/or handling as a condition for acceptance. The Site Manager may also disapprove a waste on social/political merits.

The Waste Approval Manager is an employee of the Environmental Health, and Safety Department of Waste Management. The person must know solid and hazardous waste regulations, permit conditions, local regulations, corporate policies, etc. In addition to the regulations, the person must know which wastes are compatible. With some special waste streams, where numerous special waste streams are managed (asbestos, petroleum contaminated soil, etc.)

The Site Manager is an employee of the Operations Division of Waste Management. This person is responsible for landfill operations, construction, etc. This person has the responsibility to evaluate the waste to ensure that no operational problems would be created by the acceptance of this waste. The Site Manager may delegate the review and approval of waste streams.

2.0 Valley Trail Proposal

As a brief overview, WMWI proposes four categories of special waste. The waste categories include:

- Category A (T)
- Category B
- Category Solidified Waste (T)
- Category Bioremediated Waste (T)

The categories listed above if marked with a T are wastes that normally require testing prior to approval. The Solidified waste category is for wastes which contain free liquids. The appropriate testing for a waste category is used to determine appropriate testing for solidification, afterward testing is performed to ensure no free liquids after processing. Appendix A lists the various waste types and the appropriate testing protocol for each waste type.

Wastes that exceed acceptance limits, as defined in the protocols, will be rejected if these limits are regulatory in nature. If the protocols values exceed are WMWI imposed, a case-by-case review will be made, and the waste could potentially be accepted dependent on waste volume and concentration by analyte. The waste can be resampled /analyzed and be resubmitted if sample data appears irregular. All waste denials will be kept on file at the Waste Management Service Center.

The specific waste types that comprise Categories A, B, and BIO are defined in Appendix A along with the specific analysis protocols, if applicable and the disposal procedures proposed for each waste type. The various analytical protocols and waste acceptance limits are contained in Appendix B. The proposed disposal procedures are summarized

in Appendix C. A Wisconsin Certified Laboratory, or a laboratory that the Special Waste Approvals Person finds acceptable for use will perform testing.

In some instances not all the analytical identified in the protocols will be run. For example, if the waste is a spill of a known material, potentially the analysis may not be necessary. This is a case-by-case review, based upon the generator and the waste. In many instances, with remedial projects, testing is based upon contaminants found in the project investigation(s).

The acceptance limits contained in the analytical protocols are based on the regulatory and Waste Management requirements. Testing of solid materials can use totals analyses if the result is less than 20 times the TCLP regulatory level. Other parameters are based upon company policies, technical guidance or social/political concerns.

Normally the TCLP pesticides and herbicides are not tested, instead a certification from the generator is sufficient to exclude these parameters. When wastes are proposed for management with the potential for these compounds, testing is required.

Any waste streams that would individually constitute more than 5% of the sites design capacity, or would significantly affect leachate or gas quality or landfill operations would be submitted to the Department for review. Other waste streams that have additional environmental and /or social political concerns may be submitted to the Department for review.

Wastes will be accounted for at the site at the time of acceptance. The scale ticket generated at the time of disposal identifies the date, volume and waste type for each special waste received. In the case of regulated asbestos, a waste shipment record will be used to manage the waste. Any special wastes that go through a transfer station are tracked separately.

All waste streams at Valley Trail are evaluated for safety concerns of the workers. If OSHA level D protective equipment is not sufficient to protect the workers, the waste will not be accepted, except those waste streams which a limited level of protection such as asbestos/dusty wastes types/other regulated materials.

As a portion of the annual report, the site will provide the Department with summaries of wastes received by waste categories.

3.0 Waste Categories

3.1 Category A Waste

Category A wastes normally require special analytical testing. Waste types, analytical protocols and handling procedures are identified in Appendix A. All Category A wastes require a special waste profile sheet and usually a laboratory report(s).

Category A-12 wastes are not one of the wastes that may not require analytical testing. If the product has a Material Safety Data Sheet (MSDS) or other information that sufficiently characterize the waste, this data can be substituted for analytical testing. If the MSDS does not contain sufficient information, the waste is rejected or testing would be required prior to a decision being made.

Two Category A wastes require additional discussion. A-25 and A-26 are for waste categories apply to "generic" approvals where the hauler who service multiple customers under a single waste profile. The hauler is considered the generator of a multiple customer load. The hauler's customer(s) certify the waste is non-hazardous on forms shown in Appendix D. The A-25 is what is considered "triple basins" where equipment and/or vehicles are being maintained. Such activities can lead to contamination of the waste. As WMWI defines this category, only service industries, not manufacturing facilities will be included. The most typical customers would be auto dealerships, but other similar industries would be included. Manufacturing industries that operate separate vehicle maintenance operations would be included.

The other related category is for basins that service exterior car washes, or storm sewers (which collect runoff from parking lots, streets, etc.).

The volume of wastes held in such basins is normally small, and up to 20 basins could be found on a truckload. Due to the variability of the wastes, the alternate testing is identified:

A-25

The triple basin waste category would require the following screening steps prior to management of the wastes. These requirements would be conditions of acceptance.

- 1) The pumping service will be profiled. A composite will be sample Will be collected from 10% of the existing customer base, tested for Protocol B
- 2) Each facility to be pumped will complete a form similar to Attachment 1 In Appendix D which identifies/certifies the facility, the waste being collected from this facility does not include hazardous waste, and the types of hazardous waste generated by the facility. This document will be on file at Valley Trail RDF for each generator.
- 3) An inspection of the sump, prior to pumping, is required to ensure No evidence of contamination is present. The basin will not be Pumped if contamination is observed (see attachment 2 in Appendix D).
- 4) For each facility, the collection of discrete sample is performed, labeled,

And held. If the random composite sample (see 7) show contamination, The discrete samples are then analyzed to identify the source of contamination.

- 5) Each pumping will have the customer logged showing the volume pumped from each site. The list of customers in the load will be provided to Valley Trail RDF (see Attachment 3 in Appendix D). The list will be reviewed to ensure all customers are on file prior to unloading.
- 6) Each load prior to acceptance, will have a fingerprint test performed for pH and flash point.
- 7) Random samples will be collected every 100,000 gallons and/or quarterly With the load being tested for a VOC scan, arsenic, cadmium, chromium, and lead. The load sample will be held until the laboratory analysis is completed and approved. If the waste is found unacceptable, the hauler will remove the load. If testing shows the load is acceptable, it will be solidified and disposed.

A-26

This waste stream is for wastes from exterior car washes and storm sewers. The following outlines conditions of acceptance for these wastes.

- 1) The pumping service would be profiled.
- 2) Each facility to be pumped will complete a form similar to Attachment 1 In Appendix D that identifies the facility, that the waste is being collected from, this facility does not include hazardous waste, and the types of hazardous waste generated by the facility. This document will be on file at Valley Trail RDF for each generator.
- 3) An inspection of the sump prior to pumping to ensure that no evidence Of contamination is present. The sump will not be pumped if contamination is observed (see Attachment 2 in Appendix D).
- 4) The collection of a discrete sample if a composite sample is collected (See condition 7).
- 5) Each pumping will have the customer logged showing the volume pumped from each site (see Attachment # 3 in Appendix D). The list of customers in the load will be provided to Valley Trail RDF.
- 6) The composite load as identified in condition 7, prior to acceptance will Have a fingerprint test performed for pH and flash point.

- 7) Random samples will be collected every 500,000 gallons or annually with The load being tested for a VOC scan and arsenic, cadmium, chromium, and lead. The load from which the sample is collected will be held. If the waste is found unacceptable, the hauler will remove the load. If testing shows acceptable results, the waste will be solidified and landfilled.

3.2 Category B Waste

Category B wastes usually do not require analytical testing. These wastes are categories by waste types (asbestos, treated medical waste, used equipment, etc.). Category B wastes are identified in Appendix A, which identifies waste types and handling procedures.

3.3 Solidified Waste (A-17)

Valley Trail RDF has a solid waste processing facility to treat non-hazardous solid wastes containing free liquids. This facility is operated under License No 4024. In order to dispose of these wastes, Category A-17 has been created.

Wastes accepted for processing at the solidification will be profiled under the Special Waste Program for the landfill. For these wastes, the testing protocols listed in this special waste plan will be used with the exception of the free liquids requirement. Wastes that contain free liquids will be treated prior to disposal. Following the solidification process, the solidified waste will be tested on a batch-by-batch basis for free liquids. Treated wastes that pass the free liquids test will be landfilled. If the waste is an ongoing waste stream, after the mixing recipe has been developed and batches of wastes have been processed, the free liquids test may be discontinued if a visual observation shows no evidence of free liquids.

3.4 Bioremediation (A-16)

Valley Trail has a licensed solid waste processing facility to treat petroleum contaminated soils and absorbents. This facility is operated under License No. 3786. Category A-16 tracks the waste that is beneficially reused at Valley Trail RDF after treatment at this facility.

APPENDIX A
Special Waste Categories

WASTE CATEGORY A

APPENDIX A TABLE 1

<u>WASTE NUMBER AND NAME</u>		<u>ANALYTICAL PROTOCOL (Appendix B)</u>	<u>DISPOSAL OPERATION (Appendix C)</u>
A-01	Foundry Waste	Protocol NON 1	Procedure A
A-02	Industrial and Boiler Ash	Protocol NON 1	Procedure A
A-03	Ink Waste	Protocol A	Procedure A
A-04	Paint Waste and Paint Sludge	Protocol A	Procedure A
A-05	Metal Treatment/Preparation Sludge	Protocol A	Procedure A
A-06	Grinding Sludge and Swarf	Protocol A	Procedure A
A-07	Waste Glues and Adhesives	Protocol A	Procedure A
A-08	Ceramic Production/Manufacturing Waste	Protocol A	Procedure A
A-09	Waste Water Treatment Waste	Protocol A	Procedure A
A-10	Petroleum Contaminated Media and Debris from Remediation, Investigations, & Spills of a Known Source	Protocol D-1 thru 4	Procedure A
A-12	Disposal of a Single Chemical Substance	MSDS or Protocol A	Procedure A
A-14	Non-hazardous Waste Resulting From the Stabilization of Characteristic Waste	Protocol A (Pretreatment)	Procedure A
A-16	Bioremediated Soils*	DRO, GRO, and Benzene	Procedure E
A-17	Solidified Waste	Per the Waste Category, Free Liquids after Solidification	Procedure A
A-18	Industrial Process Waste	Protocol A	Procedure A
A-19	Pollution Control Waste	Protocol A	Procedure A
A-20	Industrial Sludge	Protocol A	Procedure A
A-21	Petroleum Contaminated Media &	Protocol Bio-1 thru 4	Procedure E

*Will not be profiled

WASTE CATEGORY A

APPENDIX A TABLE 1

<u>WASTE NUMBER AND NAME</u>		ANALYTICAL PROTOCOL (Appendix B)	DISPOSAL OPERATION (Appendix C)
A-22	Car Wash Residue (external vehicle Washing) and Storm Sewers	None	Procedure A
A-23	Remedial Projects, Investigative Wastes Spill Cleanups	Protocol B, or other Remedial Characterization from a Regulatory Authority familiar with the Project	Procedure A
A-24	All Other Non-municipal Solid Waste	Protocol A	Procedure a
A-25	Triple Basin Waste (Hauler is Generator)	Protocol B (per narrative in Plan)	Procedure A
A-26	Exterior Car Wash and Storm Sewer (Hauler is Generator)	None	Procedure A

WASTE CATEGORY B

APPENDIX A TABLE 2

<u>WASTE NUMBER AND NAME</u>	<u>DISPOSAL OPERATION</u> (Appendix C)
B-01 Asbestos Containing materials	Procedure B
B-02 Hospital Waste /Noninfectious	Procedure D
B-04 Commercial Equipment that is no longer used	Procedure A
B-06 Bulked Generic, Off Specification Products, Or Outdated, Non-hazardous Virgin Products, which have No free liquids at time of disposal	Procedure A

APPENDIX B

Analytical Testing Protocols

SUMMARY OF SPECIFIC ACCEPTANCE LIMITS

PROTOCOL A

PROTOCOL	ACCEPTANCE LIMITS	CONSTITUENTS	ACCEPTANCE LIMIT
pH	2.0 ≤ pH ≤ 12.5	* If chlorine is ≥ 1%, the following compounds must be analyzed.	
Specific Gravity	no limit	tetrachloroethylene	
Total Solids	no limit	trichloroethylene	
Free Liquids	0% free liquids (paint filter test)	methylene chloride	
Flash Point	≥ 140° F	1,1,1 trichloroethane	
		carbon tetrachloride	
		chloroform	
		ortho-dichlorobenzene	
		dichlorodifluoromethane	
		1,1,2 trichloro - 1,2,2 trifluoroethane	
		trichlorofluoromethane	
		1,1 dichloroethylene	
		1,2 dichloroethylene	
Arsenic	TCLP extraction procedure < 5.0 mg/l		
Barium	TCLP extraction procedure < 100.0 mg/l		
Cadmium	TCLP extraction procedure < 1.0 mg/l		
Chromium	TCLP extraction procedure < 5.0 mg/l		
Copper	TCLP extraction procedure < 100.0 mg/l		
Lead	TCLP extraction procedure < 5.0 mg/l		
Mercury	TCLP extraction procedure < 0.2 mg/l		
Nickel	TCLP extraction procedure < 35.0 mg/l		
Selenium	TCLP extraction procedure < 1.0 mg/l		
Silver	TCLP extraction procedure < 5.0 mg/l		
Zinc	TCLP extraction procedure < 200.0 mg/l		
Chlorine	< 1.0%*		
Reactive Sulfide	200 ppm		
Phenol	TCLP extraction procedure < 2000 mg/l		
Reactive Cyanide	200 ppm		
Benzene	TCLP extraction procedure < 0.5 mg/l		
Carbon Tetrachloride	TCLP extraction procedure < 0.5 mg/l		
Chlorobenzene	TCLP extraction procedure < 100.0 mg/l		
Chloroform	TCLP extraction procedure < 6.0 mg/l		
o-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
m-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
p-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
1,4-Dichlorobenzene	TCLP extraction procedure < 7.5 mg/l		
1,2-Dichloroethane	TCLP extraction procedure < 0.5 mg/l		
1,1-Dichloroethylene	TCLP extraction procedure < 0.7 mg/l		
2,4-Dinitrotoluene	TCLP extraction procedure < 0.13 ¹ mg/l		
Hexachlorobenzene	TCLP extraction procedure < 0.13 ¹ mg/l		
Hexachloro-1,3-butadiene	TCLP extraction procedure < 0.5 mg/l		
Hexachloroethane	TCLP extraction procedure < 3.0 mg/l		
Methyl Ethyl Ketone	TCLP extraction procedure < 200.0 mg/l		
Nitrobenzene	TCLP extraction procedure < 2.0 mg/l		
Pentachlorophenol	TCLP extraction procedure < 100.0 mg/l		
Pyridine	TCLP extraction procedure < 5.0 ¹ mg/l		
Tetrachloroethylene	TCLP extraction procedure < 0.7 mg/l		
Trichloroethylene	TCLP extraction procedure < 0.5 mg/l		
2,4,5-Trichlorophenol	TCLP extraction procedure < 400.0 mg/l		
2,4,6-Trichlorophenol	TCLP extraction procedure < 2.0 mg/l		
Vinyl Chloride	TCLP extraction procedure < 0.2 mg/l		

ACCEPTANCE LIMIT

SUM MUST BE LESS THAN 1% OF TOTAL WEIGHT.

¹ Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.

² If o.m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals analysis is not over 20 times the acceptance limit, no extraction is required.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL B

PROTOCOL	ACCEPTANCE LIMITS	CONSTITUENTS	ACCEPTANCE LIMIT
pH	2.0 ≤ pH ≤ 12.5	* If chlorine is ≥ 1%, the following compounds must be analyzed.	
Specific Gravity	no limit	tetrachloroethylene	
Total Solids	no limit	trichloroethylene	
Free Liquids	0% free liquids (paint filter test)	methylene chloride	
Flash Point	≥ 140° F	1,1,1-trichloroethane	
		carbon tetrachloride	
		chloroform	
		ortho-dichlorobenzene	
		dichlorodifluoromethane	
		1,1,2 trichloro - 1,2,2 trifluoroethane	
		trichlorofluoromethane	
		1,1 dichloroethylene	
		1,2 dichloroethylene	
Arsenic	TCLP extraction procedure < 5.0 mg/l		
Barium	TCLP extraction procedure < 100.0 mg/l		
Cadmium	TCLP extraction procedure < 1.0 mg/l		
Chromium	TCLP extraction procedure < 5.0 mg/l		
Copper	TCLP extraction procedure < 100.0 mg/l		
Lead	TCLP extraction procedure < 5.0 mg/l		
Mercury	TCLP extraction procedure < 0.2 mg/l		
Nickel	TCLP extraction procedure < 35.0 mg/l		
Selenium	TCLP extraction procedure < 1.0 mg/l		
Silver	TCLP extraction procedure < 5.0 mg/l		
Zinc	TCLP extraction procedure < 200.0 mg/l		
Chlorine	< 1.0%*		
Reactive Sulfide	200 ppm		
PCB's	< 50 ppm		
Phenol	TCLP extraction procedure < 2000 mg/l		
Reactive Cyanide	200 ppm		
Benzene	TCLP extraction procedure < 0.5 mg/l		
Carbon Tetrachloride	TCLP extraction procedure < 0.5 mg/l		
Chlorobenzene	TCLP extraction procedure < 100.0 mg/l		
Chloroform	TCLP extraction procedure < 6.0 mg/l		
o-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
m-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
p-Cresol	TCLP extraction procedure < 200.0 ² mg/l		
1,4-Dichlorobenzene	TCLP extraction procedure < 7.5 mg/l		
1,2-Dichloroethane	TCLP extraction procedure < 0.5 mg/l		
1,1-Dichloroethylene	TCLP extraction procedure < 0.7 mg/l		
2,4-Dinitrotoluene	TCLP extraction procedure < 0.13 ¹ mg/l		
Hexachlorobenzene	TCLP extraction procedure < 0.13 ¹ mg/l		
Hexachloro-1,3-butadiene	TCLP extraction procedure < 0.5 mg/l		
Hexachloroethane	TCLP extraction procedure < 3.0 mg/l		
Methyl Ethyl Ketone	TCLP extraction procedure < 200.0 mg/l		
Nitrobenzene	TCLP extraction procedure < 2.0 mg/l		
Pentachlorophenol	TCLP extraction procedure < 100.0 mg/l		
Pyridine	TCLP extraction procedure < 5.0 ¹ mg/l		
Tetrachloroethylene	TCLP extraction procedure < 0.7 mg/l		
Trichloroethylene	TCLP extraction procedure < 0.5 mg/l		
2,4,5-Trichlorophenol	TCLP extraction procedure < 400.0 mg/l		
2,4,6-Trichlorophenol	TCLP extraction procedure < 2.0 mg/l		
Vinyl Chloride	TCLP extraction procedure < 0.2 mg/l		

ACCEPTANCE LIMIT

SUM MUST BE LESS
THAN 1% OF TOTAL
WEIGHT.

¹ Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.

² If o.m., and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis (on wastes which contain 0% free liquids) instead of the extraction. If the totals analysis is not over 20 times the acceptance limit, no extraction is required.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-1

Underground storage tanks subject to 40 CFR 280 Regulations containing leaded, unleaded, or aviation gasoline, diesel, fuel oil #1, 2, & 4 or crude oil, lube oil

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>	<u>ANALYTICAL METHODS</u>
Free Liquids	0% free liquids (paint filter test)	EPA 9095
Flash Point	$\geq 140^{\circ}$ F	EPA Methods
Lead	TCLP extraction procedure < 5.0 mg/l*	EPA Methods
Benzene	TCLP extraction procedure < 5 ppm*	EPA Methods
GRO (for all gasolines, mineral spirits, stoddard solvent, texsolve, naphtha)		Wisconsin DNR Modified GRO
)Total for both DRO & GRO < 2000 ppm	
DRO (for diesel, jet fuel, kerosene, #1, 2 & 4 or fuel oil, crude oil, lube oil)		Wisconsin DNR Modified DRO

* For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if < 20 times the regulatory level. If the totals analysis is ≥ 20 times regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280. Lead test is only required for gasoline.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

Note: All analytical must be performed by WDNR certified laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-2

Underground storage tanks subject to 40 CFR 280 Regulations containing waste oil or unknown petroleum product

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>	<u>ANALYTICAL METHODS</u>
Free Liquids	0% free liquids (paint filter test)	EPA 9095
Flash Point	≥140° F	EPA Methods
Lead	TCLP extraction procedure <5.0 mg/l*	EPA Methods
Cadmium	TCLP extraction procedure <1.0 mg/l*	EPA Methods
Reactive Cyanide	≤200 ppm **	SW 846
Reactive Sulfide	≤ 200 ppm ***	SW 846
GRO (unknown petroleum)	} Total for both GRO and DRO < 2000 ppm	Wisconsin DNR Modified GRO
DRO (unknown petroleum) (waste oil)		Wisconsin DNR Modified DRO

* For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥20 times regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280.

** For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.

*** For facilities which purchased metal cutting oils or performed metal finishing.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

Note: All analytical must be performed by WDNR certified laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-3

Above ground tanks or spills of petroleum contaminated soils of gasoline, diesel fuel oil or new petroleum products

PROTOCOL	ACCEPTANCE LIMITS
Free Liquids	0% free liquids (paint filter test)
Flash Point	$\geq 140^{\circ}$ F
Lead	TCLP extraction procedure < 5.0 mg/l ³
Benzene	TCLP extraction procedure < 0.5 mg/l
Carbon Tetrachloride	TCLP extraction procedure < 0.5 mg/l
Chlorobenzene	TCLP extraction procedure < 100.0 mg/l
Chloroform	TCLP extraction procedure < 6.0 mg/l
o-Cresol	TCLP extraction procedure $< 200.0^2$ mg/l
m-Cresol	TCLP extraction procedure $< 200.0^2$ mg/l
p-Cresol	TCLP extraction procedure $< 200.0^2$ mg/l
1,4-Dichlorobenzene	TCLP extraction procedure < 7.5 mg/l
1,2-Dichloroethane	TCLP extraction procedure < 0.5 mg/l
1,1-Dichloroethylene	TCLP extraction procedure < 0.7 mg/l
2,4-Dinitrotoluene	TCLP extraction procedure $< 0.13^1$ mg/l
Hexachlorobenzene	TCLP extraction procedure $< 0.13^1$ mg/l
Hexachloro-1.3-butadiene	TCLP extraction procedure < 0.5 mg/l
Hexachloroethane	TCLP extraction procedure < 3.0 mg/l
Methyl Ethyl Ketone	TCLP extraction procedure < 200.0 mg/l
Nitrobenzene	TCLP extraction procedure < 2.0 mg/l
Pentachlorophenol	TCLP extraction procedure < 100.0 mg/l
Pyridine	TCLP extraction procedure $< 5.0^1$ mg/l
Tetrachloroethylene	TCLP extraction procedure < 0.7 mg/l
Trichloroethylene	TCLP extraction procedure < 0.5 mg/l
2,4,5-Trichlorophenol	TCLP extraction procedure < 400.0 mg/l
2,4,6-Trichlorophenol	TCLP extraction procedure < 2.0 mg/l
Vinyl Chloride	TCLP extraction procedure < 0.2 mg/l
DRO (for diesel, jet fuel kerosene, #1, 2, or 4 fuel oil, crude oil, lube oil)	} Total for both DRO & GRO < 2000 ppm
GRO (for all gasolines, mineral spirits, stoddard solvent, texsolve, naphtha)	

1 Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.

2 If o-m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

3 Lead test to be performed on leaded gasoline, or unknown petroleum containing tank.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis instead of the extraction. If the totals analysis is not over 20 times the acceptance limit, no extraction is required.

Note: All analytical must be performed by WDNR certified laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL D-4

Above ground tanks or spills of waste oil contaminated soil

PROTOCOL	ACCEPTANCE LIMITS	CONSTITUENTS	ACCEPTANCE LIMIT	
Free Liquids	0% free liquids (paint filter test)	* If chlorine is $\geq 1\%$, the following compounds must be analyzed.	SUM MUST BE LESS THAN 1% OF TOTAL WEIGHT.	
Flash Point	$\geq 140^{\circ}\text{F}$	tetrachloroethylene		
Lead	TCLP extraction procedure $< 5.0\text{ mg/l}$	trichloroethylene		
Chlorine	$< 1.0\%^*$	methylene chloride		
PCB's	$< 50\text{ ppm}$	1,1,1-trichloroethane		
Benzene	TCLP extraction procedure $< 0.5\text{ mg/l}$	carbon tetrachloride		
Carbon Tetrachloride	TCLP extraction procedure $< 0.5\text{ mg/l}$	chloroform		
Chlorobenzene	TCLP extraction procedure $< 100.0\text{ mg/l}$	ortho-dichlorobenzene		
Chloroform	TCLP extraction procedure $< 6.0\text{ mg/l}$	dichlorodifluoromethane		
o-Cresol	TCLP extraction procedure $< 200.0^2\text{ mg/l}$	1,1,2 trichloro - 1,2,2 trifluoroethane		
m-Cresol	TCLP extraction procedure $< 200.0^2\text{ mg/l}$	trichlorofluoromethane		
p-Cresol	TCLP extraction procedure $< 200.0^2\text{ mg/l}$	1,1 dichloroethylene		
1,4-Dichlorobenzene	TCLP extraction procedure $< 7.5\text{ mg/l}$	1,2 dichloroethylene		
1,2-Dichloroethane	TCLP extraction procedure $< 0.5\text{ mg/l}$			
1,1-Dichloroethylene	TCLP extraction procedure $< 0.7\text{ mg/l}$			
2,4-Dinitrotoluene	TCLP extraction procedure $< 0.13^1\text{ mg/l}$			
Hexachlorobenzene	TCLP extraction procedure $< 0.13^1\text{ mg/l}$			
Hexachloro-1,3-butadiene	TCLP extraction procedure $< 0.5\text{ mg/l}$			
Hexachloroethane	TCLP extraction procedure $< 3.0\text{ mg/l}$			
Methyl Ethyl Ketone	TCLP extraction procedure $< 200.0\text{ mg/l}$			
Nitrobenzene	TCLP extraction procedure $< 2.0\text{ mg/l}$			
Pentachlorophenol	TCLP extraction procedure $< 100.0\text{ mg/l}$			
Pyridine	TCLP extraction procedure $< 5.0^1\text{ mg/l}$			
Tetrachloroethylene	TCLP extraction procedure $< 0.7\text{ mg/l}$			
Trichloroethylene	TCLP extraction procedure $< 0.5\text{ mg/l}$			
2,4,5-Trichlorophenol	TCLP extraction procedure $< 400.0\text{ mg/l}$			
2,4,6-Trichlorophenol	TCLP extraction procedure $< 2.0\text{ mg/l}$			
Vinyl Chloride	TCLP extraction procedure $< 0.2\text{ mg/l}$			
DRO (for diesel, jet fuel kerosene, #1, 2, or 4 fuel oil, crude oil, lube oil))Total for both DRO & GRO $< 2000\text{ ppm}$			
GRO (for all gasolines, mineral spirits, stoddard solvent, texsolve, naphtha)				

¹ Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.

² If o.m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis instead of the extraction. If the totals analysis is not over 20 times the acceptance limit, no extraction is required.

Note: All analytical must be performed by WDNR laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 1

PROTOCOL	ACCEPTANCE LIMITS	CONSTITUENTS	ACCEPTANCE LIMIT
pH	$2.0 \leq \text{pH} \leq 12.5$	* If chlorine is $\geq 1\%$, the following compounds must be analyzed.	
Specific Gravity	no limit	tetrachloroethylene	
Total Solids	no limit	trichloroethylene	
Free Liquids	0% free liquids (paint filter test)	methylene chloride	
Flash Point	$\geq 140^{\circ} \text{F}$	1,1,1-trichloroethane	
		carbon tetrachloride	
		chloroform	
		ortho-dichlorobenzene	
		dichlorodifluoromethane	
		1,1,2 trichloro - 1,2,2 trifluoroethane	
		trichlorofluoromethane	
		1,1 dichloroethylene	
		1,2 dichloroethylene	
Arsenic	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Barium	TCLP extraction procedure $< 100.0 \text{ mg/l}$		
Cadmium	TCLP extraction procedure $< 1.0 \text{ mg/l}$		
Chromium	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Copper	TCLP extraction procedure $< 100.0 \text{ mg/l}$		
Lead	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Mercury	TCLP extraction procedure $< 0.2 \text{ mg/l}$		
Nickel	TCLP extraction procedure $< 35.0 \text{ mg/l}$		
Selenium	TCLP extraction procedure $< 1.0 \text{ mg/l}$		
Silver	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Zinc	TCLP extraction procedure $< 200.0 \text{ mg/l}$		
Chlorine	$< 1.0\%*$		
Reactive Sulfide	$< 200 \text{ ppm}$		
Phenol	TCLP extraction procedure $< 2000 \text{ mg/l}$		
Reactive Cyanide	$< 200 \text{ ppm}$		

SUM MUST BE LESS THAN 1% TOTAL WEIGHT.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

NON 2

PROTOCOL	ACCEPTANCE LIMITS	CONSTITUENTS	ACCEPTANCE LIMIT
pH	$2.0 \leq \text{pH} \leq 12.5$	* If chlorine is $\geq 1\%$, the following compounds must be analyzed.	
Specific Gravity	no limit	tetrachloroethylene	
Total Solids	no limit	trichloroethylene	
Free Liquids	0% free liquids (paint filter test)	methylene chloride	
Flash Point	$\geq 140^\circ \text{F}$	1,1,1-trichloroethane	
		carbon tetrachloride	
		chloroform	
		ortho-dichlorobenzene	
		dichlorodifluoromethane	
		1,1,2 trichloro - 1,2,2 trifluoroethane	
		trichlorofluoromethane	
		1,1 dichloroethylene	
		1,2 dichloroethylene	
Arsenic	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Barium	TCLP extraction procedure $< 100.0 \text{ mg/l}$		
Cadmium	TCLP extraction procedure $< 1.0 \text{ mg/l}$		
Chromium	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Copper	TCLP extraction procedure $< 100.0 \text{ mg/l}$		
Lead	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Mercury	TCLP extraction procedure $< 0.2 \text{ mg/l}$		
Nickel	TCLP extraction procedure $< 35.0 \text{ mg/l}$		
Selenium	TCLP extraction procedure $< 1.0 \text{ mg/l}$		
Silver	TCLP extraction procedure $< 5.0 \text{ mg/l}$		
Zinc	TCLP extraction procedure $< 200.0 \text{ mg/l}$		
Chlorine	$< 1.0\%*$		
Reactive Sulfide	$< 200 \text{ ppm}$		
PCB's	$< 50 \text{ ppm}$		
Phenol	TCLP extraction procedure $< 2000 \text{ mg/l}$		
Reactive Cyanide	$< 200 \text{ ppm}$		
			SUM MUST BE LESS THAN 1% OF TOTAL WEIGHT

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-1

Underground storage tanks, above ground tanks, or spills containing leaded, unleaded, or aviation gasoline, diesel, fuel oil #1, 2, & 4 or crude oil, lube oil

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>	<u>ANALYTICAL METHODS</u>
Lead	TCLP extraction procedure <5.0 mg/l*	EPA Methods
Benzene	No limit**	EPA Methods
GRO (for all gasolines, mineral spirits, stoddard solvent, texsolve, naphtha)	No limit	Wisconsin DNR Modified GRO
DRO (for diesel, jet fuel, kerosene, #1, 2, or #4 fuel oil, crude oil, lube oil)	No limit	Wisconsin DNR Modified DRO

*For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥ 20 times regulatory limit, the TCLP extraction is required. Lead test is only required for gasoline.

** For above ground tanks or spills (tanks not regulated under 40 CFR 280), TCLP limit is 0.5 mg/l.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

Note: All analytical must be performed by WDNR certified laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-2

Underground storage tanks subject to 40 CFR 280 Regulations containing waste oil or unknown petroleum product

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>	<u>ANALYTICAL METHODS</u>
Lead	TCLP extraction procedure <5.0 mg/l*	EPA Methods
Cadmium	TCLP extraction procedure <1.0 mg/l*	EPA Methods
Reactive Cyanide	200 ppm **	SW 846
Reactive Sulfide	200 ppm ***	SW 846
GRO (unknown petroleum)	No limit	Wisconsin DNR Modified GRO
DRO (unknown petroleum or waste oil)	No limit	Wisconsin DNR Modified DRO

* For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis if <20 times the regulatory level. If the totals analysis is ≥20 times regulatory limit, the TCLP extraction is required. TCLP extraction is required for benzene if tank is not regulated under 40 CFR 280.

** For facilities which have purchased cyanide or performed metal finishing such as heat treating, stripping, or plating.

*** For facilities which purchased metal cutting oils or performed metal finishing.

The laboratory report must include the following information:

1. Sample type, description, and location.
2. The type of sample preservation.
3. The sample integrity upon receipt by the lab.
4. Temperature of the sample when received.
5. The analytical methods used to analyze the sample.
6. Sample results.
7. The laboratory limit of detection.
8. Date sampled, received, extracted and analyzed.

Note: All analytical must be performed by WDNR certified laboratory.

SUMMARY OF SITE SPECIFIC ACCEPTANCE LIMITS

PROTOCOL BIO-4

Above ground tanks or spills of waste oil contaminated soil

<u>PROTOCOL</u>	<u>ACCEPTANCE LIMITS</u>
Lead	TCLP extraction procedure < 5.0 mg/l
Chlorine	< 1.0%*
PCB's	< detection limits
Benzene	TCLP extraction procedure < 0.5 mg/l
Carbon Tetrachloride	TCLP extraction procedure < 0.5 mg/l
Chlorobenzene	TCLP extraction procedure < 100.0 mg/l
Chloroform	TCLP extraction procedure < 6.0 mg/l
o-Cresol	TCLP extraction procedure < 200.0 ² mg/l
m-Cresol	TCLP extraction procedure < 200.0 ² mg/l
p-Cresol	TCLP extraction procedure < 200.0 ² mg/l
1,4-Dichlorobenzene	TCLP extraction procedure < 7.5 mg/l
1,2-Dichloroethane	TCLP extraction procedure < 0.5 mg/l
1,1-Dichloroethylene	TCLP extraction procedure < 0.7 mg/l
2,4-Dinitrotoluene	TCLP extraction procedure < 0.13 ¹ mg/l
Hexachlorobenzene	TCLP extraction procedure < 0.13 ¹ mg/l
Hexachloro-1.3-butadiene	TCLP extraction procedure < 0.5 mg/l
Hexachloroethane	TCLP extraction procedure < 3.0 mg/l
Methyl Ethyl Ketone	TCLP extraction procedure < 200.0 mg/l
Nitrobenzene	TCLP extraction procedure < 2.0 mg/l
Pentachlorophenol	TCLP extraction procedure < 100.0 mg/l
Pyridine	TCLP extraction procedure < 5.0 ¹ mg/l
Tetrachloroethylene	TCLP extraction procedure < 0.7 mg/l
Trichloroethylene	TCLP extraction procedure < 0.5 mg/l
2,4,5-Trichlorophenol	TCLP extraction procedure < 400.0 mg/l
2,4,6-Trichlorophenol	TCLP extraction procedure < 2.0 mg/l
Vinyl Chloride	TCLP extraction procedure < 0.2 mg/l
DRO	No Limit
(waste oil, unknown petroleum)	
GRO	No Limit
(Unknown petroleum)	

¹ Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore becomes the regulatory level.

² If o-m-, and p-Cresol concentrations cannot be differentiated, the total Cresol (D026) concentration is used. The regulatory level for total Cresol is 200 mg/l.

For all constituents which are identified as TCLP extraction, it is permissible to do a totals analysis instead of the extraction. If the totals analysis is less than 20 times the acceptance limit, no extraction is required.

Note: All analytical must be performed by WDNR certified laboratory.

APPENDIX C

Waste Handling Procedures

APPENDIX C

WASTE HANDLING PROCEDURES

DISPOSAL OPERATIONS

- Procedure A Co-disposal. No waste to be placed within 10 feet of the base or sidewall granular blanket.
- Procedure B Excavate trench into existing waste, and unload waste into trench or unload waste along toe of active face. Alternatively dispose in a designated segregated area.
- Cover with 3 feet of non-asbestos solid waste or soil prior to compaction. Cover asbestos with at least 6 inches on compacted non-asbestos containing material at the end of each operating day.
- Asbestos to be located greater than 50 feet from perimeter of fill area, and greater than 10 feet from the base and sidewall granular blanket.
- Survey location of the asbestos containing waste.
- Procedure C Co-disposal. Cover immediately upon receipt with refuse. No waste To be placed within 10 feet of the base or sidewall granular blanket.
- Procedure D Co-disposal. Cover immediately upon receipt with refuse. No waste to be placed within 10 feet of the base granular blanket, or within 50 feet of the outside slope.
- Procedure E Soil with concentrations <10 ppm DRO and GRO can be used as daily cover, intermediate cover, screening, berms or root zone on exterior slopes, GRO and DRO less than 250 ppm are to be used as berm, road base, daily cover, etc. on internal slopes.

APPENDIX D

A-25 and A-26 Attachments

ATTACHMENT 1

This form is to be completed by the Generator and maintained at the receiving facility as part of the operating record.

Multi-Stop Generator Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system(s), or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

1. The amount of waste (covered by this Multi-Stop Certification) generated is _____ gallons.
2. Is the waste shipped with this Multi-Stop Certification mixed with any hazardous Waste or any industrial wastes or waste waters. ____ Yes ____ No
3. Basin Type ____ Storm ____ Exterior Car Wash ____ Triple Basin

If triple basin, go to number 4, if not go to 5.

4. Are hazardous wastes generated at this facility (per 40 CFR 260.10) ____ Yes ____ No If yes, list below

Hazardous Waste

Waste Code

_____	_____
_____	_____
_____	_____

5. The sample collected from this site will be taken, sealed and held for analysis. Should the load arriving at the facility test positive for hazardous characteristics. If there is a positive test, each individual sample of the load will be analyzed and The generator responsible for the contamination of the entire load will be held responsible for all costs and significant penalties with respect to the load.

Generator Facility Name and Address:

Signature of Generator

Printed Name and Title

SIC Code _____

Date _____

ATTACHMENT 2

Procedure for Catch Basin Cleaning

All Employees will follow the following procedure when pumping and cleaning any catch basin or triple basin

1. When arriving on-site, inspect the area around the catch basin for potential chemicals that may contaminate the basin.
2. Visually inspect the basin and have the Generator sign Attachment 1 declaration on hazardous waste practices and sample collection.
3. If there is any question or doubt about possible contamination of the basin, **DO NOT PUMP** onto the truck until authorized by your supervisor. Call your supervisor to discuss the situation with the Generator before authorizing pumping.
4. Pump all sludge from the catch basin. If water is necessary to assist in removal of sludge try to keep water used to a minimum.
5. Make sure all paperwork is completed and signed Attachment 1 Generator Certification and Attachment 3, Bill of Lading Multi-stop Trip Log.

ATTACHMENT 3

Multi-Stop Trip Log

Name _____	Volume (gal.) _____
Address _____	Cumulative Volume _____
City _____	Waste Name _____
State _____ Zip Code _____	Business Type _____
Phone Number _____	Manifest Number _____
Basin Inspection _____	SIC Code _____
Contact _____ Signature _____	Date _____

Name _____	Volume (gal.) _____
Address _____	Cumulative Volume _____
City _____	Waste Name _____
State _____ Zip Code _____	Business Type _____
Phone Number _____	Manifest Number _____
Basin Inspection _____	SIC Code _____
Contact _____ Signature _____	Date _____

Name _____	Volume (gal.) _____
Address _____	Cumulative Volume _____
City _____	Waste Name _____
State _____ Zip Code _____	Business Type _____
Phone Number _____	Manifest Number _____
Basin Inspection _____	SIC Code _____
Contact _____ Signature _____	Date _____

Name _____	Volume (gal.) _____
Address _____	Cumulative Volume _____
City _____	Waste Name _____
State _____ Zip Code _____	Business Type _____
Phone Number _____	Manifest Number _____
Basin Inspection _____	SIC Code _____
Contact _____ Signature _____	Date _____

Name _____	Volume (gal.) _____
Address _____	Cumulative Volume _____
City _____	Waste Name _____
State _____ Zip Code _____	Business Type _____
Phone Number _____	Manifest Number _____
Basin Inspection _____	SIC Code _____
Contact _____ Signature _____	Date _____



GENERATOR'S WASTE PROFILE SHEET INSTRUCTIONS

Information on this form is used to determine if the waste may be transported, treated, stored or disposed in a legal, safe, and environmentally sound manner. This information will be maintained in strict confidence. Answers must be provided for all sections of this form, and must be printed in ink or typed. A response of "NONE" or "NA" (not applicable) can be made, if appropriate. If additional space is needed, indicate on the form that additional information is attached, and attach the information to the Generator's Waste Profile Sheet. If you have questions concerning this form, please contact Contractor's sales representative.

PART A. WASTE GENERATOR INFORMATION

1. GENERATOR NAME - Enter the name of the facility where the waste is generated.
2. SIC CODE - Enter the 4-digit Standard Industrial Classification Code for the facility where the waste is generated.
3. FACILITY ADDRESS - Enter the street address (not P.O. Box) of the facility where the waste is generated.
4. GENERATOR CITY, STATE - Enter the city and state where the waste is generated.
5. ZIP/POSTAL CODE - Enter the generating facility's zip or postal code.
6. GENERATOR STATE ID - Enter the identification number issued by the state to the facility generating the waste (if applicable).
7. TECHNICAL CONTACT - Enter the name of the person who can answer technical questions about the waste.
8. PHONE - Enter technical contact's telephone number.

PART B. WASTE STREAM INFORMATION

1. NAME OF WASTE - Enter a name generally descriptive of this waste (e.g., paint sludge, contaminated soil, incinerator ash, untreated medical waste, friable asbestos, fluorescent bulbs).
2. PROCESS GENERATING WASTE - List the specific process/operation or source that generates the waste (e.g. paint spray booth, spill clean up, incineration of municipal refuse, asbestos removal, building maintenance).
3. AMOUNT/UNITS - Enter the amount and frequency of waste that will be generated and transported. Use appropriate units to describe this volume (e.g., cubic yards, gallons, kilograms, pounds).
4. WASTE TYPE - Based upon reading the Contractor's Definition of Special Waste that is included in section B.5 of these instructions, determine whether your waste is a "Type A Special Waste" or a "Type B Special Waste." Indicate the proper response in the space provided.
5. SPECIAL HANDLING INSTRUCTIONS/SUPPLEMENTAL INFORMATION - For all wastes, describe any special handling requirements and any additional information that you feel would assist in determining the proper method(s) for transportation, treatment, storage and disposal of the waste. For Type B Special Waste, provide the "supplemental information" requested after each applicable definition.

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

- a. "Special Waste" means Type A or Type B Special Wastes as defined below.
- b. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - i. A waste from an industrial process.
 - ii. A waste from a pollution control process.
 - iii. A waste containing free liquids.
 - iv. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in i.-iii., or v.-vii. of this definition.
 - v. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or wastes listed in i.-iv., vi., or vii. of this definition.
 - vi. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
 - vii. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.



c. **"Type B Special Waste"** means any waste from a commercial or industrial activity meeting any of the following descriptions:

i. **Commercial products or chemicals which are off-specification, outdated, unused, or banned.** Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.

- RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $>$ 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.

- Containers which once held pesticides regulated under FIFRA must be emptied according to label instructions.

Supplemental Information - List the commercial product or chemical and include the proper waste identification code (if applicable) for that material. List whether the commercial product or chemical has been banned, if so, why and by what agency. List whether the commercial product or chemical is off-specification and why. Attach copies of the most current Material Safety Data Sheets, if they exist. Indicate the current state of the waste (e.g., sludge, liquid, solid).

ii. **Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from bio-medical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory.** Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.

Supplemental Information - List the source from the list above. List the specific waste type(s) and include appropriate warnings for the handling of these wastes. Indicate any special requirements for the labeling, packaging and storage of these waste types.

iii. **Treated medical waste - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste."

Supplemental Information - List the source from the list above. Specify how the waste was treated.

iv. **Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats and car washes, unless these wastes are managed at commercial or public treatment works.**

Supplemental Information - Indicate the physical state of the waste (e.g., liquid, sludge, solid). List the specific source(s) (e.g., septic tank pumpings from hotel) of the waste and indicate whether there are any industrial discharges incorporated into the waste. Indicate whether or not a commercial laundry cleans clothing that may be contaminated with chemicals from an industrial facility. List the types of vehicles cleaned at car washes. Include a statement that indicates whether the interiors of any truck, or the exteriors of bulk chemical or waste tank trucks are washed.

- v. Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).

Supplemental Information - List the specific equipment removed from service and any additional information pertaining to the chemical contained in that equipment, including type, concentration and volume.

- vi. **Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.** Chemicals or residues removed or drained from such equipment or facilities are "Type A Special Wastes."

Supplemental Information - List the waste type(s) (e.g., piping, pumps, tanks) and the process type(s) from which they came. Indicate whether there are residuals contained in the process equipment. Describe the process used to decontaminate the equipment and list any chemicals or mixtures of chemicals that were used in the cleaning process. Attach a copy of the most current Material Safety Data Sheets for each of the chemicals used in the original process, the end product of the process, and the chemicals or mixtures of chemicals used in the cleaning process. Indicate whether this waste is contaminated with asbestos or asbestos insulation.

6. **INCIDENTAL AMOUNTS OF SPECIAL WASTE** - The Contractor recognizes that many customers will produce some "Special Waste," as defined above. Incidental quantities of special waste (i.e., quantities that do not materially change the physical or chemical identity of the load or make it hazardous waste), do not require the customer to sign a Generator's Waste Profile Sheet. However, the customer must identify the type and amount of special wastes which will be provided to the Contractor in incidental amounts for review and approval prior to management.

PART C. TRANSPORTATION INFORMATION

1. **METHOD OF SHIPMENT** - Indicate the anticipated method of shipment by checking the appropriate box.
2. **SUPPLEMENTAL SHIPPING INFORMATION** - Enter any additional shipping information.

PART D. PHYSICAL CHARACTERISTICS OF WASTE - If Part B.4 was checked "Type B," go directly to Part H.

1. **COLOR** - Describe the color of the waste (e.g., blue, transparent, varies)
2. **ODOR - DO NOT SMELL THE WASTE!** If the waste has a known incidental odor, then describe it (e.g., acrid, pungent, solvent, sweet).
3. **PHYSICAL STATE** - If the four boxes provided do not apply, a descriptive phrase may be entered after "Other" (e.g., gas).
4. **LAYERS** - Check all applicable boxes. Multi-layered means more than two layers (e.g., oil/water/sludge). Bi-layered means the waste is comprised of two layers which may or may not be of the same phase (e.g., oil/water, solvent/sludge). Single phased means the waste is homogeneous.
5. **SPECIFIC GRAVITY** - indicate the range. The specific gravity of water is 1.0. Most organics are less than 1.0. Most inorganics and paint sludge are greater than 1.0.
6. **FREE LIQUIDS** - Check "YES" if liquid is usually present when packaging for shipment and estimate the percent of liquid volume. Check "NO" if there are no free liquids as determined by the Paint Filter Test (Method 9095 of SW-846) or direct observation.
7. **pH** - Indicate for liquid portions of the waste. Check the appropriate boxes which cover the pH of the waste. Use the "Range" space if appropriate. For solid or organic liquid wastes, indicate the pH of a 10% aqueous solution of the waste if applicable. Check "NA" for non-water soluble materials (e.g., foundry sands).
8. **FLASH POINT** - Indicate the flash point obtained using the appropriate testing method.

PART E. CHEMICAL COMPOSITION

1. List all organic and/or inorganic components of the waste using **special chemical names**. If trade names are used, attach Material Safety Data Sheets or other documents which adequately describe the composition of the waste. For each component, estimate the range (in percents) in which the component is present. In addition, indicate whether any of the TCLP constituents are present in the waste. The total of the maximum values of the components must be greater than or equal to 100% including water, earth, etc.
2. If this waste contains PCB's, cyanides, sulfides, or Phenols, indicate the concentration(s). If this waste does not contain these constituents, indicate by checking the "NO" box(es) which applies. If the concentration of these constituents is unknown, please indicate "UNK" under "ACTUAL."

PART F. SAMPLING SOURCE - Describe exactly where the sample was taken (i.e., drum, lagoon, pond, tank, etc.).

PART G. REPRESENTATIVE SAMPLE CERTIFICATION - This section only needs to be completed when providing a waste sample to Contractor for testing.

Some Special Wastes require analytical data to determine their chemical composition, regulatory status, and if they are acceptable for transportation, treatment or disposal. The sample should be collected in accordance with "Test Methods for the Evaluation of Solid Waste, Physical/Chemical Methods," SW-846, USEPA, and/or 40 CFR 261.20(c), or equivalent rules. A suitable sample container for most wastes is a wide mouth glass bottle with a plastic cap having a non-reactive liner. Plastic containers are recommended for strong caustics or fluorides. The sample must be packed and shipped in accordance with U.S. DOT regulations and any specific requirements imposed by the carrier. Improperly packaged samples may be disposed upon receipt.

1. PRINT SAMPLER'S NAME - Enter the sampler's name.
2. SAMPLE DATE - Enter the date that the sample was collected.
3. SAMPLER'S TITLE - Enter the sampler's title.
4. SAMPLER'S EMPLOYER - Enter the name of the sampler's employer.
5. SAMPLER'S SIGNATURE - The sampler must sign in the space provided.

PART H. GENERATOR CERTIFICATION - By signing this Generator's Waste Profile Sheet, the Generator certifies that the statements in Nos. 1-8 are true and accurate with respect to the waste streams listed.

7. SIGNATURE - An authorized employee of the Generator must sign this Generator's Waste Profile Sheet.
8. TITLE - Enter employee's title.
9. NAME - Enter employee's name.
10. DATE - Enter the date signed.

KEEP A COPY OF THIS GENERATOR'S WASTE PROFILE SHEET FOR YOUR RECORDS. SEND THE ORIGINAL AND ALL ATTACHMENTS TO THE CONTRACTOR'S SALES REPRESENTATIVE.



MIDWEST REGION GENERATOR'S WASTE PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

Waste Profile Sheet Code

MW 755610

Proposed Management Facility

This form is to be used to comply with the requirements of a waste agreement.

INSTRUCTIONS FOR COMPLETING THIS FORM ARE ATTACHED

Decision Expiration Date:

A. WASTE GENERATOR INFORMATION

1. Generator Name: 2. SIC Code:
3. Facility Address (site of waste generation):
4. Generator City, State: 5. Zip/Postal Code:
6. State ID#:
7. Technical Contact: 8. Phone: () -

B. WASTE STREAM INFORMATION (See Instructions)

1. Name of Waste:
2. Process Generating Waste:
3. Amount/Units: 4. Type A ☐ Type B ☐
5. Special Handling Instructions/Supplemental Information:

6. Incidental Waste Types and Amounts:

C. TRANSPORTATION INFORMATION

1. Method of Shipment: ☐ Bulk Liquid ☐ Bulk Sludge ☐ Bulk Solid ☐ Drum/Box ☐ Other:
2. Supplemental Shipping Information:

D. PHYSICAL CHARACTERISTICS OF WASTE (See Instructions) (Omit for Type B)

1. Color	2. Does the waste have a strong incidental odor? <input type="checkbox"/> No <input type="checkbox"/> Yes; if so, describe: <input type="text"/>	3. Physical State @ 70°F/21°C: <input type="checkbox"/> Solid <input type="checkbox"/> Semi-Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Powder <input type="checkbox"/> Other: <input type="text"/>	4. Layers <input type="checkbox"/> Multi-layered <input type="checkbox"/> Bi-layered <input type="checkbox"/> Single Phased	5. Specific Gravity Range <input type="text"/>	6. Free Liquids <input type="checkbox"/> Yes <input type="checkbox"/> No Volume: <input type="text"/> %
7. pH: <input type="checkbox"/> ≤ 2 <input type="checkbox"/> > 2 - 4 <input type="checkbox"/> 4 - 7 <input type="checkbox"/> 7 <input type="checkbox"/> 7 - 10 <input type="checkbox"/> 10 - < 12.5 <input type="checkbox"/> ≥ 12.5 <input type="checkbox"/> Range <input type="checkbox"/> NA					
8. Flash Point: <input type="checkbox"/> None <input type="checkbox"/> < 140°F/60°C <input type="checkbox"/> 140 - 199°F/60 - 93°C <input type="checkbox"/> ≥ 200°F/93°C <input type="checkbox"/> Closed Cup <input type="checkbox"/> Open Cup					

E. CHEMICAL COMPOSITION (Omit for Type B) RANGE (MIN-MAX)

1.			
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Total:			%

2. Does the waste contain any of the following?

(provide concentration if known):

	NO OR	LESS THAN	OR ACTUAL
PCB's	<input type="checkbox"/>	<input type="checkbox"/> < 50 ppm	<input type="text"/> ppm
Cyanides	<input type="checkbox"/>	<input type="checkbox"/> < 50 ppm	<input type="text"/> ppm
Sulfides	<input type="checkbox"/>	<input type="checkbox"/> < 50 ppm	<input type="text"/> ppm
Phenols	<input type="checkbox"/>	<input type="checkbox"/> < 50 ppm	<input type="text"/> ppm

The total composition must be greater than or equal to 100%. (.0001% = 1 ppm or 1 mg/l)

F. SAMPLING SOURCE (Omit for Type B) (e.g., Drum, Lagoon, Pit, Pond, Tank, Vat) _____

G. REPRESENTATIVE SAMPLE CERTIFICATION (Omit for Type B)

1. Print Sampler's Name: _____ 2. Sample Date: _____

3. Sampler's Title: _____

4. Sampler's Employer (if other than Generator): _____

The sampler's signature certifies that any sample submitted is representative of the waste described above pursuant to 40 CFR 261.20(c) or equivalent rules.

5. Sampler's Signature _____

H. GENERATOR CERTIFICATION

By signing this profile sheet, the Generator certifies:

1. This waste is not "Hazardous Waste" as defined by USEPA and/or state regulation.
2. This waste does not contain regulated radioactive materials or regulated concentrations of PCB's (Polychlorinated Biphenyls).
3. The waste does not contain regulated concentrations of the following pesticides and herbicides: Chlordane, Endrin, Heptachlor (and it's epoxide), Lindane, Methoxychlor, Toxaphene, 2, 4-D, or 2, 4, 5-TP (Silvex).
4. The waste does not contain halogenated compounds such as: tetrachloroethylene, trichloroethylene, methylene chloride, 1, 1, 1-trichloroethane, carbon tetrachloride, chloroform, ortho-dichlorobenzene, dichlorodifluoromethane, 1, 1, 2-trichloro-1, 2, 2-trifluoroethane, trichlorofluoromethane, 1, 1-dichloroethylene, and 1, 2-dichloroethylene at greater than 1% (10,000 ppm) total solvent concentration. This listing includes any combination of the above named halogenated compounds where the total concentration or the sum of the concentrations of the individual compounds exceed 1% or 10,000 ppm on a weight to weight basis.
5. This sheet and the attachments contain true and accurate descriptions of the waste material. All relevant information regarding known or suspected hazards in the possession of the Generator has been disclosed.
6. The Generator has read and understands the Contractor's Definition of Special Waste included in Part B.5. of the attached instructions form. All types and amounts of special wastes provided in incidental amounts have been identified in section B.6. of this form.
7. The analytical data presented herein or attached hereto were derived from testing a representative sample taken in accordance with 40 CFR 261.20(c) or equivalent rules.

If any changes occur in the character of the waste, the Generator shall notify the Contractor prior to providing the waste to the Contractor.

9. Signature _____ 10. Title _____

11. Name (Type or Print) _____ 12. Date _____

Note: Omit sections D., E., F., and G., for Type B waste.

Comments:

WASTE MANAGEMENT'S RECYCLING GUIDE

All the following items belong in your recycle bin

Paper and Cardboard

Acceptable paper includes:

Junk Mail	Phone Books	Magazines
Catalogs	File Folders	Newspaper
Notebooks	Boxboard (Cereal, cake, soda or cookie boxes).	
Newspaper inserts		
Cardboard (No wax or plastic coated boxes). No larger than 3 feet x 3 feet		

Plastics

Household plastic containers marked #1 through #2 with a neck smaller than the base. No motor oil bottles, blue PVC water bottles, or plastic bags. Rinse the container clean. Labels do not need to be removed.

Aluminum

Cans only. No foil, pie plates, or pop-tops.

Glass Containers

Household food jars and bottles only. No ceramics, dishes, or drinking glasses. Rinse the container clean. Labels do not need to be removed.

Tin or BI-Metal Containers

Food containers only. Rinse the container clean. Labels do not need to be removed.

Empty Aerosol Containers

Container must be empty. Labels do not need to be removed. Any empty aerosol container may be recycled (including paints, pesticides, and so forth).

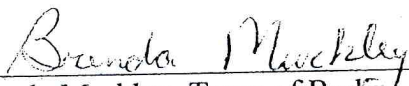
RESOLUTION No. 06-02

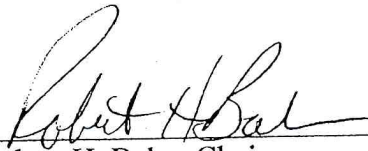
LANDFILL EXPANSION AGREEMENT BETWEEN THE TOWN OF BERLIN
LOCAL COMMITTEE AND WASTE MANAGEMENT OF WISCONSIN, INC.


BE IT RESOLVED that the Town of Berlin duly assembled on November 20, 2006 does hereby approve the negotiated Agreement between Applicant, Waste Management of Wisconsin, Inc., and the Town of Berlin Local Committee. By adoption of this Resolution, the Town Board approves the negotiated Agreement, binds the Town of Berlin under the Agreement, orders the Town Chair for the Town to execute for the Town and orders the Town Clerk to attest and to forward a copy of this executed Agreement to the County of Green Lake for its approval and execution, and, finally, requests that the County of Green Lake, after its approval and execution, forward the approved and executed Agreement to the Applicant.

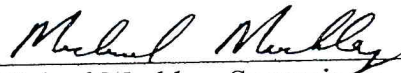
BE IT FURTHER RESOLVED by this resolution that the Town Board of the Town of Berlin requests the Applicant, Waste Management of Wisconsin, Inc., to submit a copy of this approved and executed Agreement to the Waste Facility Siting Board and the Department of Natural Resources within ten (10) days after approval by the Town Board.

ADOPTED AND APPROVED this 20th day of November 2006


Brenda Murkley, Town of Berlin
Clerk/Treasurer


Robert H. Bahn, Chairman


Robert Chikowski, Supervisor


Michael Murkley, Supervisor

cc: Applicant – Waste Management of Wisconsin, Inc.
County Clerk
Town of Berlin Local Committee



GREEN LAKE COUNTY
OFFICE OF THE COUNTY CLERK

Margaret R. Bostelmann, WCPM
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

STATE OF WISCONSIN}
COUNTY OF GREEN LAKE}

I, Margaret R. Bostelmann, hereby certify that I am the duly elected, qualified and acting Clerk of Green Lake County, Wisconsin, and that the attached is a true and correct copy of Resolution No.37-2006, Relating to the Land Expansion Agreement between the Town of Berlin, County of Green Lake, The Local Committee and Waste Management of Wisconsin, Inc., passed and adopted this 19th day of December, 2006

In witness whereof I have hereunto set my hand and affixed the official seal of the County Board of Supervisors of Green Lake County, Wisconsin, this 20th day of December, 2006.

Margaret R. Bostelmann

Margaret R. Bostelmann
Green Lake County Clerk

RESOLUTION No. 37 -2006

Relating to the Land Expansion Agreement Between The Town of Berlin, County of Green Lake, The Local Committee and Waste Management of Wisconsin, Inc.

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 19th day of December, 2006, does resolve as follows:

Whereas, The County of Green Lake and the Town of Berlin have passed local siting resolutions and have formed a Local Committee under Wis. Stat. § 289.33 for the purpose of negotiating a Local Agreement under that statute with Waste Management, Inc. in connection with the application by Waste Management for permission to expand its Valley Trail Landfill located in the Town of Berlin.

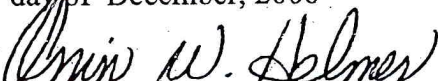
NOW THEREFORE BE IT RESOLVED the Green Lake County Board of Supervisors does hereby approve the attached negotiated Agreement between Waste Management of Wisconsin, Inc., the Town of Berlin, the County of Green Lake, and the Local Committee,


BE IT FURTHER RESOLVED that adoption of this Resolution binds the County of Green Lake under the Agreement and authorizes the County Board Chairman and County Clerk to execute the Agreement and forward a copy to Waste Management, Inc.

Roll Call on Resolution No. 37 -2006

Aye 20, Nay 0, Absent 1, Abstain 0


Passed & Adopted/~~Rejected~~ this 19th day of December, 2006

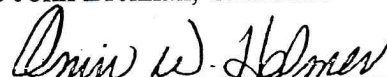

County Board Chairman


Attest: County Clerk
Approved as to Form:

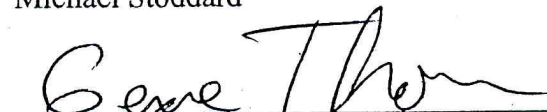

Corporation Counsel

Submitted by Property & Insurance


John Brennan, Chairman


Orrin W. Helmer


Michael Stoddard


Gene Thom


Gus Mueller

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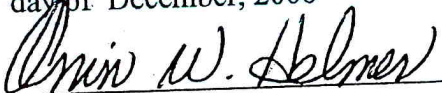
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Roll Call on Resolution No. 37 -2006

Aye 20, Nay 0, Absent 0, Abstain 0

Passed & Adopted/Rejected this 19th
day of December, 2006



County Board Chairman

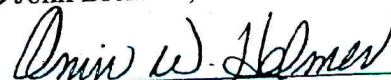

Attest: County Clerk

Approved as to Form:

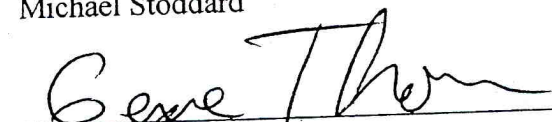

Corporation Counsel

Submitted by Property & Insurance


John Brennan, Chairman


Orrin W. Helmer


Michael Stoddard


Gene Thom


Gus Mueller