

JUN 25 2004

## LANDFILL OPERATION AGREEMENT

This Agreement made and entered into effective the 1st day of January, 2003, by and between the Town of Franklin, Manitowoc County, Wisconsin, a body politic and corporate (hereinafter referred to as "TOWN"), and Waste Management of Wisconsin, Inc., a corporation organized and existing under the laws of the State of Wisconsin, with its principal offices located at W124 N8925 Boundary Road, Menomonee Falls, Wisconsin (hereinafter referred to as "Landfill Operator").

### RECITALS

WHEREAS, the Town and Landfill Operator have previously entered into a Landfill Operation Agreement Pursuant to Variance Conditions on February 22, 1982 (the "Prior Agreement"); and

WHEREAS, the Prior Agreement provided for the Landfill Operator to continue its landfilling activities on certain property in the Town; and

WHEREAS, the Town has advised of certain concerns pertaining to the Prior Agreement; and

WHEREAS, the Landfill Operator gave notice pursuant to section 289.22(1m) Wisconsin Statutes to the Town and to Manitowoc County (hereinafter referred to as "County") regarding its desire to continue its landfilling activities by the proposed expansion of the landfill located south of its current landfill, as more particularly described in the metes and bounds description attached hereto as Exhibit A, (Southern Expansion); and

WHEREAS, the parties desire to enter into this Agreement, which replaces and supercedes the Prior Agreement in its entirety, to address the Town's concerns and to permit the continuation of the Landfill Operator's landfilling activities and the construction and operation of the proposed Southern Expansion.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PAYMENTS TO THE TOWN. Effective January 1, 2003, the Landfill Operator shall pay the Town the fee of \$1.05 per ton for all solid waste disposed of at the currently approved landfill and in the proposed Southern Expansion, as that expansion is ultimately approved by the Wisconsin Department of Natural Resources (DNR) (Tonnage Payments). For the purposes of this Agreement the term landfill disposal facility (landfill) shall have the meaning set out in NR 500.03(119) Wis. Admin. Code and solid waste shall have the meaning set out in Wis. Stats. 289.01(33). Said payments shall be made to the Town monthly with the first payment due 45 days after the execution of this Agreement and on the 15th day of each month thereafter during the term of the Agreement. The initial payment will include the amount accrued from January 1, 2003. Notwithstanding the foregoing, the Landfill Operator shall have no obligation to make said Tonnage Payments to the Town for any waste the Landfill Operator accepts under the provisions of Section 2 of this Agreement. The Landfill Operator will make said Tonnage Payments to the Town for all waste placed outside the limits of filling with the exception for waste used for the construction of roads, and the cap (including vegetative rooting zone) above the limits of filling of the currently approved solid waste grade of the landfill and the proposed Southern Expansion and berms and sideslopes as approved by the Town of Franklin Landfill Committee (TFLC), such approval not to be unreasonably withheld.

ANY SPECIFIC REQUEST, FROM THE TFLC FOR A SCREENING BERM WILL BE CONSIDERED AN EXEMPT USE.

For the purpose of assisting the Town in budgeting the Landfill Operator agrees that by the 15th day of January of each succeeding year to make an additional payment (Minimum Payment) to the Town if the total of the Tonnage Payments made in the preceding year does not equal or exceed \$300,000. The Landfill Operator's obligations to pay the above specified Minimum Payments shall be abated on a pro rata monthly basis for any month, or portion thereof, that the Operator has been precluded from disposing of solid waste at the site by reason of any refusal or a delay in obtaining any license, permit or approval necessary to undertake landfilling activities, regardless of whether said license, permit or approval is required by a municipality, or State or Federal agency having the authority to regulate landfill operations, or if any such municipality or agency shall order termination of landfill activities, or if in the event the Landfill Operator is barred by operation of law or an administrative proceeding resulting in an order necessitating the termination of landfill operations, provided that none of the forementioned situations are caused by acts or fault of the Landfill Operator, Similarly, the Landfill Operator's obligation to pay said Minimum Payments shall be abated on a pro rata monthly basis if the Landfill Operator has no available air space in which to dispose of solid waste. The parties acknowledge that such a lack of available air space could arise if weather conditions were such as to prevent the timely construction of the Southern Expansion or any portion thereof. The Landfill Operator shall give the Town prompt notice of any condition which it believes may cause abatement of any Minimum Payment. If the Town does not agree with the Landfill Operator's position that the Minimum Payments shall be abated, it may challenge it by seeking arbitration of the matter utilizing the procedure as set out in Section 7 of this Agreement.

Notwithstanding the foregoing, the obligation to make Minimum Payments shall terminate as the proposed Southern Expansion is one year from its approved capacity. The



Landfill Operator, using its best judgment, shall give written notice to the Town by January 15th two years before it believes the Southern Expansion will reach capacity and upon giving such notice the Landfill Operator shall only pay for the actual tonnage disposed of as provided above as Tonnage Payments and shall have no further obligation to make Minimum Payments for the final one year. The Town may ask the Landfill Operator for the documentation upon which it based its determination. If the Town does not agree with the Landfill Operator's determination it may challenge it by seeking arbitration of the matter utilizing the procedure set out in Section 7 of this Agreement.

The rate of \$1.05 per ton shall be adjusted annually, effective January 1, 2004 and for each year during the term of this Agreement by an increase of 2.2%. If requested by the Town, payment shall be made by electronic funds transfer into an account designated by the Town in writing. Any payment that is received late shall accrue interest at the rate of one and one-half percent (1 ½%) per month. Such late payment interest charges shall be calculated on a daily basis and shall be compounded annually until fully paid.

In addition Landfill operator will pay a one time fee of \$100,000.00 within 30 days after it receives approval of this agreement by the Town of Franklin.

2. **THE TOWN'S RIGHT TO THE USE OF THE LANDFILL.** Residents and property owners of the Town may, in the aggregate, dispose of up to 2,000 tons annually at the landfill site at no charge (the "Town Disposal Rights"). To the extent residents and property owners of the Town do not dispose of 2,000 tons in any calendar year ("Unused Capacity") such Unused Capacity shall be carried forward to future years. This amount shall be increased by fifty (50) tons each calendar year this Agreement is in effect. In the event its license or authority



is revoked or not renewed or extended, the Landfill Operator's obligation to provide Town Disposal Rights will cease. Town Disposal Rights shall be subject to all reasonable rules and conditions which the Landfill Operator may choose to impose; specifically, the Landfill Operator is under no obligation by the terms of this paragraph to provide free disposal of commercial or industrial waste, provided, however, that the Town may provide a definition of what types of solid waste shall qualify for free disposal (including four (4) tires for each household each year of this Agreement). The Town may, from time to time, amend this definition. Notwithstanding the foregoing, the definition may not include oil, yard waste, white goods, lead acid batteries, recyclables or any other item that the Landfill Operator is precluded by federal or state statutes, laws or regulations from disposing in the Landfill. Landfill will provide a recycling drop off center for the town residents.

*RESIDENTS SHALL HAVE ACCESS TO THE CENTER DURING THE HOURS OF OPERATION SET OUT IN SECTION 16.*

3. **ADDITIONAL COVENANTS OF LANDFILL OPERATOR.** In addition to the covenants set forth above, the Landfill Operator shall:

(a) Twice per year, and at its sole expense, provide well sampling for the parameters described in Exhibit B attached hereto and made part hereof, of all the private wells of the landowners identified in Attachment I of Exhibit E provided the well owners allow samples to be taken.

(b) Annually, and at its sole expense, expand the well sampling of these wells to include the additional parameters described in Exhibit C, attached hereto and made a part hereof.

(c) Provide the results of the sampling conducted under subparagraphs (a) and (b) to the committee established by Section 8 of this Agreement and to the respective well owners.

(d) Undertake the actions set forth in Exhibit D, in the event that a sample reflects an exceedance as that term is defined in Exhibit D attached hereto and made a part hereof.

(e) Comply at all times with state statutes, federal laws and administrative regulations and local regulations concerning the operation of the landfill site.

(f) Operate the site in conformity with NR 500 et seq., Wisconsin Administrative Code, as amended.

(g) Pay to well owner any increased cost the well owner may be required to incur when the well owner replaces his or her well; if that increase was caused by the presence of the Landfill Operation. The parties acknowledge that DNR may require the replacement well to be drilled deeper and/or cased deeper because of the presence of solid waste within 1200 feet of the well. This agreement does not cover any additional requirements due to the sites known as the "Lemberger Sites"

4. **RECORDS.** Landfill Operator agrees provide to the Town of Franklin Landfill Committee (TFLC) established by Section 8 of this Agreement all scientific, technical and environmental -reports generated pursuant to the operation of the landfill site; including but not limited to all correspondence, reports, data, etc. provided to the Department of Natural Resources.

5. **MAINTENANCE OF AREA.** Landfill Operator agrees to maintain the area encompassed by the operation of the site according to State Administrative Code NR 500 et seq., and all other applicable state and federal laws, rules and regulations.

6. **ROAD PAYMENT.** The Landfill Operator shall have the right to use all Town roads, as approved in writing by the TFLC in advance of the project, to haul construction materials when the Landfill Operator is constructing the Landfill or any expansion contemplated by the Agreement. Landfill Operator and the TFLC shall meet in advance to discuss and agree on a traffic plan for hauling such construction materials over Town roads. Once the affected Town roads are identified, the TFLC and the Landfill Operator shall jointly inspect the condition of all such roads, noting their condition. After construction is completed, the TFLC and the Landfill Operator shall once again inspect the condition of the Town roads. The Landfill Operator shall be responsible for all damage caused by hauling such materials, beyond normal wear and tear. The Town shall repair or arrange for the repair of such roads, and the Landfill Operator shall reimburse the Town for its actual costs of repair. Any deviation from the approved plan will result in a One Thousand (\$1000.00) per day per violation payable by the Landfill Operator. Hauling agreements cover both the transportation of material to and from the facility as well as the conveyance of the empty vehicle (back haul). The parties acknowledge that the Landfill Operator will advise its contractors and subcontractors of the traffic plan agreements and shall attempt to impose the aforesaid forfeiture upon its contractors or subcontractors who violate the traffic plan the agreements. For this reason the TFLC shall as promptly as possible (the same day or within 24 hours) advise the Landfill Operator of any observed violations and provide all the information it has about the observed violations.



7. ARBITRATION. Landfill Operator agrees that any dispute not resolved by the TFLC be submitted to an arbitration panel, one member being named by the Town, one member being named by the Landfill Operator and the two so chosen nominating a third member. The decision of the arbitration panel will be binding on all parties. The costs of arbitration shall be paid by the Landfill Operator.

8. TFLC. The parties agree the Town may establish a committee (the "TFLC") to oversee and monitor the operation of all landfill activities located upon the above-described property. The membership and responsibilities of the TFLC shall be as follows:

(a) Membership. Membership on the TFLC shall consist of three (3) to five (5) Town residents, appointed by the Town Board. The TFLC shall elect, from among its members, an individual to function in the capacity of chairperson.

(b) Committee Responsibility. The TFLC or their representative or agent shall have the right and responsibility to conduct periodic, on-site inspections of the landfill operation, including the right to audit all records of the Landfill Operator pertaining to the tonnage of solid waste disposed of in the Landfill or in any expansion. Said inspections shall be conducted with the knowledge of the personnel of the Landfill Operator and an employee of the Landfill Operator shall accompany any such inspection for safety purposes. If, in the judgment of two (2) or more members of the TFLC, the landfill operations result in a condition not in compliance with applicable state laws or regulations, or if the landfill operation is not being operated in an aesthetic manner in violation of NR 500 et seq., those members of the TFLC shall have the right to serve notice and make recommendations to the Landfill Operator. The TFLC further shall have the responsibility for reviewing all the copies of the technical reports and



monitoring data supplied by the Landfill Operator to the Wisconsin Department of Natural Resources. The TFLC may establish routes for ingress and egress to the site and may adjust the hours of operation upon the request of the Landfill Operator and such matters shall be set forth in writing and signed by the TFLC.

(c) Landfill Operator's Responsibility. The Landfill Operator agrees to make an investigation of each and every notice received from two (2) or more of the TFLC members regarding the operation of the landfill. The Landfill Operator agrees to deliver a report to the TFLC concerning its investigation, and to further report any resulting remedial action to the TFLC. In the event the Landfill Operator does not agree with the allegations or recommendations served by two (2) or more of the TFLC members or in the event the Landfill Operator does not correct the condition to the satisfaction of those Standing Committee members raising the issue, the parties agree that the Town shall have recourse to any remedies available at law.


(d) Funding. The Landfill Operator agrees to provide monies for a Three Thousand Five Hundred Dollar (\$3,500) annual budget for said committee. Funds therefrom shall be paid at the direction of the TFLC for its costs in performing the duties and rights as herein stated. Funds shall be paid within thirty (30) days of signing this Agreement and thereafter on January 15 of each year for the following calendar year.

9. HAZARDOUS WASTE PROHIBITED. The current landfill and the Southern Expansion shall be for solid waste only. No hazardous waste shall be allowed or deposited in either.

10. **OUT OF STATE WASTE.** The Landfill Operator may accept for disposal and dispose of solid waste generated outside the state of Wisconsin; provided that the Landfill Operator shall pay for such disposal as provided in Section 1 of the Agreement.

11. **PARTIES.** This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and upon all parties to which the Landfill Operator may transfer any or all of its ownership interests concerning the current landfill and the proposed Southern Expansion. The Landfill Operator shall notify the Town and the TFCLC of any and all changes in ownership or operation of the landfill or any expansion, and provide proof that any such successor or assign has notice and acknowledges this Agreement and the duties and obligations hereunder. The Landfill Operator shall not transfer any of its property interests in the landfill or any expansion to any party unless such party or entity can be demonstrated by the Landfill Operator to have the ability, both financial and operational, to comply with the terms of this Agreement, the landfill license, and State law. The Landfill Operator shall provide documentation sufficient to demonstrate the same prior to transferring any such interests. The Town shall have standing to challenge such transfer if the transferee is not believed to be financially or otherwise able to comply with the requirements of this Agreement, the landfill license and State law. The Town shall have one hundred and twenty (120) days from receipt of the aforementioned documentation in which to bring an action in Manitowoc County Circuit Court to prevent or void such transfer, unless such deadline is extended by mutual agreement of the Town and the Landfill Operator.

12. **TERM OF THIS AGREEMENT.** This Agreement shall commence as of the effective date first stated above and shall continue to be in full force and effect, unless earlier terminated pursuant to the terms hereof, through December 31, 2019 or when the Southern Expansion reaches the capacity approved by DNR, whichever event occurs first (the





“Termination Date”). This Agreement may be terminated by the Town prior to the Termination Date in the event the Town reasonably determines that the Landfill Operator is no longer actively undertaking landfill activities on land described in Exhibit A. This Agreement may be terminated by either party (the “Non-breaching Party”) based on a material breach of this Agreement by the other party (the “Breaching Party”) upon ninety (90) days written notice from the Non-Breaching party specifying the circumstances giving rise to the material breach and the steps reasonably required to cure such breach, provided further that such termination shall be effective only in the event the breach is not cured prior to the expiration of the ninety day period specified in the notice. If the Landfill Operator reasonably expects to continue to landfill activities past December 31, 2019, then the Landfill Operator shall give to the Town written notice of its intent to continue such activities no later than December 31, 2018. The parties shall negotiate in good faith to agree to the terms and conditions of a new agreement to operate the landfill. In the event the parties cannot reach a new agreement they will follow the procedure outlined under the applicable statutes, and submit to arbitration by utilizing the procedure set out in herein in Section 7 of this Agreement.

13. **ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE.** The Landfill Operator shall name and maintain the Town and County as additional insureds on an environmental impairment liability insurance policy in the face amount of not less than Ten Million Dollars (\$10,000,000.00).

14. **TEMPORARY/EMERGENCY HALTING OF LANDFILLING ACTIVITIES.** The Landfill Operator shall notify the TFLC in writing within forty-eight (48) hours of any temporary, emergency or final closure of the current landfill or the Southern Expansion, including any ordered temporary, emergency or final closure of the same; wherein

such order is made by the Department of Natural Resources, or by any other state or federal agency or by any state or federal court. The Landfill Operator shall provide, in its written notice to the TFLC, the specific reasons, if known, for a temporary, emergency or final closure of the landfill or any expansion and such notice shall include copies of all written orders or directives of such agency or court.

15. **HEIGHT.** No non-landfill related structure shall be placed on top of the current landfill or the proposed Southern Expansion unless the Town has granted a conditional use permit for the same.

16. **HOURS OF OPERATION.** The Landfill Operator shall not permit trucks transporting solid waste for disposal to be weighed or emptied before 6:30 a.m. or after 4:30 p.m. Monday through Friday and on Saturday before 6:30 a.m. or after noon. The parties acknowledge that the Landfill Operator has empty trucks parked on its property, which may leave the property earlier than 6:30 a.m. However, in no event should these activities disturb the quiet enjoyment of the residents of the Town of Franklin. In the event of construction of the current landfill or the Southern Expansion pursuant to a plan of operation or other approval granted by the Department of Natural Resources, and provided notice has been given to the TFLC prior to commencement of construction; trucks and other equipment may operate from sunrise to sunset for the purpose of constructing the landfill or any expansion. The TFLC may approve additional hours of operation upon being requested by the Landfill Operator. Also, when the Landfill Operator is installing the flexible membrane liner in any portion of the cap of the current landfill or in the base or cap of the proposed Southern Expansion; the Landfill Operator may continue said installation around the clock provided it has first given notice to the TFLC.

17. **PROPERTY GUARANTY AGREEMENTS.** The Landfill Operator shall offer to enter into the Agreement to Guaranty Property Value, set out in Exhibit E, attached hereto and made a part hereof, with the property owners identified in Attachment 1 to Exhibit E.

18. **EMERGENCY PLANNING.** The Landfill Operator shall provide the Town and the County with a copy of its Emergency Contingency plan and shall work with the County regarding the same.

19. **TERMINATION OF PRIOR AGREEMENT.** Upon execution of the Agreement by both parties, the Prior Agreement shall become null and void and of no further effect. Specifically the annual payment provided for in Section 1 of the Prior Agreement shall be replaced by the Tonnage Agreements effective January 1, 2003. However, the current zoning (Landfill Overlay) of the Landfill Operator's property in Section 26 shall not be changed by or as a result of said termination.

Further this Agreement shall be construed as an agreement under § 289.33 (8) and when approved by resolution of the Town Board of the Town of Franklin shall have the effect of an agreement under § 289.33 (8) (k). Further by execution of this Agreement the Town confirms that all local approvals as that term is defined in § 289.33 (3) (d) have been met and that the Landfill Operator's current landfilling activities can continue and that the proposed Southern Expansion may be constructed and operated on the Landfill Operator's property as indicated in Exhibit A.

IN WITNESS WHEREOF the parties herein acknowledge the execution of this Agreement to be effective as of the date first above written.





Approved by the Local Negotiating Committee this 11<sup>th</sup> day of December, 2003

Harvey Jannette  
David J. Petro

[Signature]  
[Signature]

Approved as to form:

[Signature]

Thomas P. Gehl, Esq.  
Special Counsel for the  
Town of Franklin

TOWN OF FRANKLIN

BY: [Signature]  
Harvey Jannette, Chairman

ATTEST: Charles E. Nate  
Charles E. Nate, Clerk

WASTE MANAGEMENT OF WISCONSIN, INC.

BY: [Signature]  
TITLE: SA District Manager

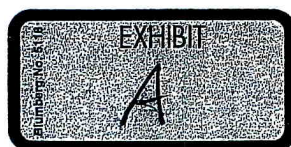


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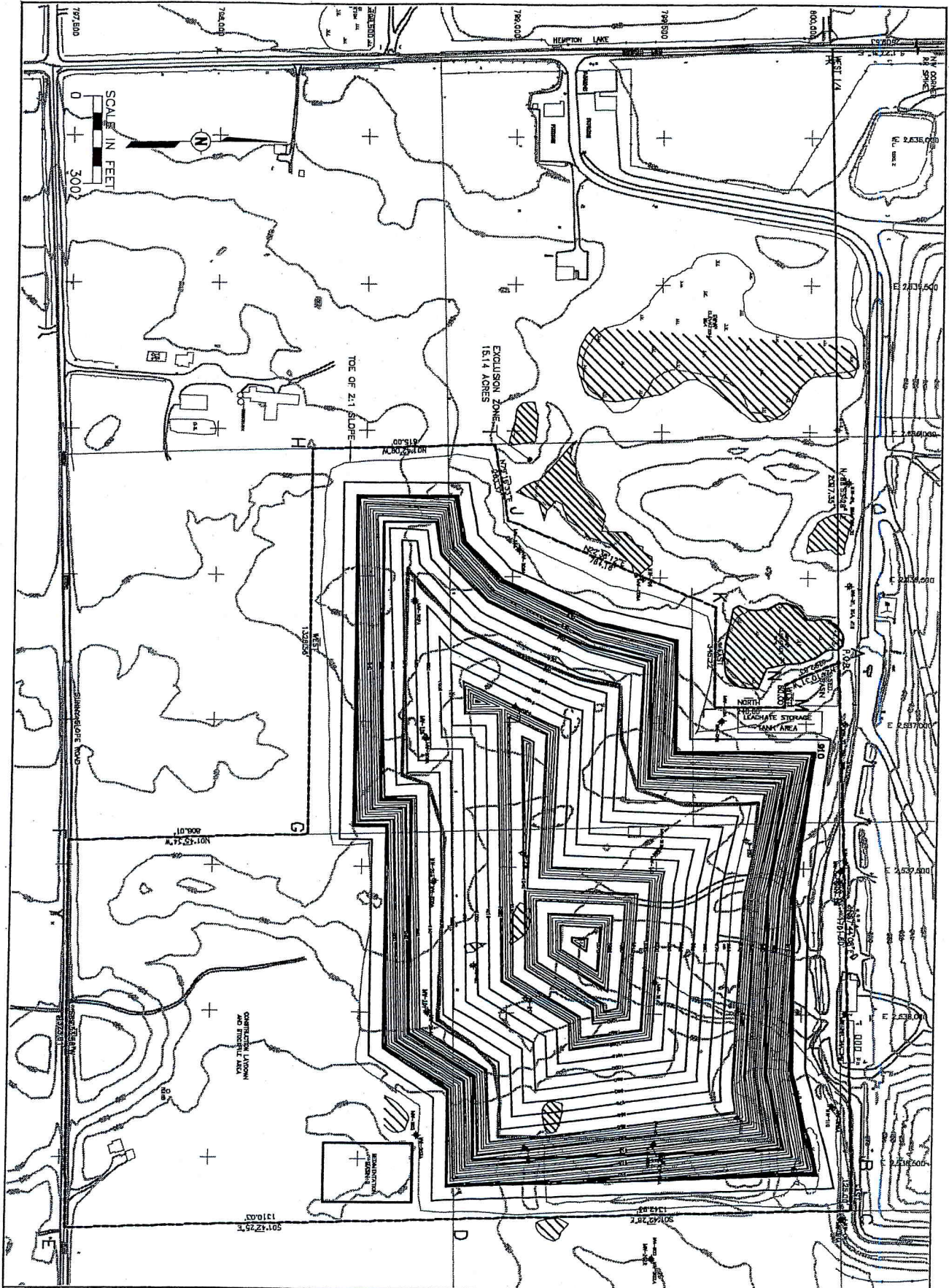
Commencing at the NW corner of Section 26, Town 20 North, Range 22 East, Manitowoc County, Wisconsin; thence S 1° 27' 31" E along the west line of said section, 2,609.63 feet to the W 1/4 corner of said section; thence N 88° 53' 28" E along the south line of the NW 1/4 of said section, 2,097.35 feet to the Point of Beginning; thence N 87° 44' 08" E, 1,751.60 feet; thence East, 125.00 feet; thence S 1°42' 26" E, 1,342.93 feet; thence S 1° 42' 25" E, 1,310.03 feet; thence S 89° 33' 58" W, 1,323.81 feet; thence N 1° 45' 34" W, 808.01 feet; thence West, 1,326.56 feet; N 1° 42' 09" W, 615.00 feet; thence N 79° 16' 33" E, 263.37 feet; N 22° 38' 12" E, 764.18 feet; thence East, 345.22 feet; thence North, 240.00 feet; thence West 80.00 feet; thence N 24° 10' 31" W, 192.83 feet to the Point of Beginning.


Parcel contains 119.36 acres more or less.

Point I.D.	Northing	Easting
A	800105.350	2536785.940
B	800174.560	2538536.170
C	800174.560	2538661.170
D	798832.220	2538701.180
E	797522.780	2538740.210
F	797512.750	2537416.440
G	798320.380	2537391.630
H	798320.380	2536065.070
I	798935.110	2536046.800
J	798984.120	2536305.570
K	799689.430	2536599.690
L	799689.430	2536944.910
M	799929.430	2536944.910
N	799929.430	2536864.910








  
 STS Consultants Ltd.  
 Consulting Engineers  
 4055 Keele Dr. #4211  
 Scarborough, Ont. M1J 0Y8  
 416-291-1078  
 STS PROJECT NO.  
 26839  
 STS PROJECT FILE  
 FIG. 2  
 SCALE  
 1" = 300'  
 FIGURE NO.  
 2

WASTE MANAGEMENT OF WISCONSIN, INC.  
 RIDGEVIEW RECYCLING AND DISPOSAL FACILITY  
 MANITOWOC COUNTY, WISCONSIN  
  
 CONSTRUCTION BOUNDARY

DESIGNED BY	M.G.R.	DATE	12/03
DRAWN BY	J.L.C.	DATE	12/03
APPROVED BY	M.G.R.	DATE	12/03
CADFILE	X:\PROJECTS\DWG2001\RIDGEVIEW\DWG\AIRPHOTO_9-26-03\FIG2.DWG		
XREF			



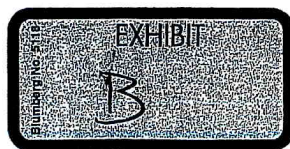
Parameter

Metals Analysis

Boron, Total  
Calcium, Total  
Iron, Total  
Magnesium, Total  
Sodium, Total

Wet Chemistry Analysis

Color  
Electrical Conductance (Field)  
Odor  
pH (Field)  
Temperature (Field Test)  
Turbidity  
Alkalinity, Total (As CaCO<sub>3</sub>)  
Ammonia (As N)  
Calcium and Magnesium Hardness  
Chemical Oxygen Demand (COD)  
Chloride  
Fluoride  
Nitrate-Nitrite (As N)  
Sulfate



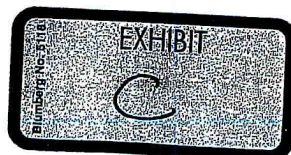
29

4

Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.

**Appendix III**  
**VOLATILE ORGANIC COMPOUNDS FOR DETECTION MONITORING<sup>1</sup>**  
**AT MUNICIPAL SOLID WASTE LANDFILLS**

Common name <sup>2</sup>	Parameter No. <sup>3</sup>	CAS RN <sup>4</sup>	Synonyms	Analytical methods <sup>5</sup>
Acetone <sup>1</sup>	81552	67-64-1	2-Propanone	8260
Benzene	34030	71-43-2		8021, 8260
Bromodichloromethane	32101	75-27-4	Dichlorobromomethane	8021, 8260
Bromoform	32104	75-25-2	Tribromomethane	8021, 8260
Carbon disulfide <sup>1</sup>	77041	75-15-0		8260
Carbon tetrachloride	32102	56-23-5	Tetrachloromethane	8021, 8260
Chlorobenzene	34301	108-90-7	Monochlorobenzene	8021, 8260
Chloroethane	34311	75-00-3	Ethyl chloride	8021, 8260
Chloroform	32106	67-66-3	Trichloromethane	8021, 8260
Dibromochloromethane	32105	124-48-1	Chlorodibromomethane	8021, 8260
1,2-Dibromo-3-chloropropane	38437	96-12-8	DBCP	8021, 8260
1,2-Dibromoethane	77651	106-93-4	EDB; Ethylene dibromide	8021, 8260
o-Dichlorobenzene	34536	95-50-1	1,2-Dichlorobenzene	8021, 8260
m-Dichlorobenzene	34566	541-73-1	1,3-Dichlorobenzene	8021, 8260
p-Dichlorobenzene	34571	106-46-7	1,4-Dichlorobenzene	8021, 8260
Dichlorodifluoromethane	34668	75-71-8	Freon 12, Difluorodichloromethane	8021, 8260
1,1-Dichloroethane	34496	75-34-3		8021, 8260
1,2-Dichloroethane	32103	107-06-2	Ethylene dichloride	8021, 8260
1,1-Dichloroethylene	34501	75-35-4	Vinylidene chloride	8021, 8260
cis-1,2-Dichloroethylene	77093	156-59-2	cis-1,2-Dichloroethene	8021, 8260
trans-1,2-Dichloroethylene	34546	156-60-5	trans-1,2-Dichloroethene	8021, 8260
1,2-Dichloropropane	34541	78-87-5		8021, 8260
cis-1,3-Dichloropropylene	34704	10061-01-5	cis-1,3-Dichloropropene, Z-Dichloropropylene	8021, 8260
trans-1,3-Dichloropropylene	34699	10061-02-6	trans-1,3-Dichloropropene, E-Dichloropropylene	8021, 8260
Ethylbenzene	78113	100-41-4		8021, 8260
Methyl bromide	34413	74-83-9	Bromomethane	8021, 8260
Methyl chloride	34418	74-87-3	Chloromethane	8021, 8260
Methylene bromide	77596	74-95-3	Dibromomethane	8021, 8260
Methylene chloride	34423	75-09-2	Dichloromethane	8021, 8260
Methyl ethyl ketone <sup>1</sup>	81595	78-93-3	2-Butanone; MEK	8260
Methyl tert-butyl ether	78032	1634-04-4	MTBE	8021, 8260
Naphthalene	34696	91-20-3		8021, 8260
Styrene	77128	100-42-5	Ethenylbenzene	8021, 8260
Tetrachloroethylene	34475	127-18-4	Perchloroethylene; Tetrachloroethene; PCE	8021, 8260
Tetrahydrofuran <sup>1</sup>	81607	109-99-9	THF	8260
Toluene	78131	108-88-3	Methylbenzene	8021, 8260
1,1,1-Trichloroethane	34506	71-55-6	Methylchloroform	8021, 8260



Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.

Common name <sup>2</sup>	Parameter No. <sup>3</sup>	CAS RN <sup>4</sup>	Synonyms	Analytical methods <sup>5</sup>
1,1,2-Trichloroethane	34511	79-00-5		8021, 8260
Trichloroethylene	39180	79-01-6	Trichloroethene; TCE	8021, 8260
Trichlorofluoromethane	34488	75-69-4	Fluorotrichloromethane, Freon 11	8021, 8260
Vinyl chloride	39175	75-01-4	Chloroethene	8021, 8260
Xylene (total) [see note 6]	81551	1330-20-7	Dimethylbenzene	8021, 8260

1 Includes the Volatile Organic Compounds (VOCs) necessary when a "VOC Scan" is required under s. NR 507 Wis. Adm. Code Appendix I Table 1, Table 4 and Table 5. Acetone, Carbon disulfide, Methyl ethyl ketone, and Tetrahydrofuran are exempted if EPA Method 8021 is used for the analysis.

2 Common names are those widely used in government regulations, scientific publications and commerce; synonyms exist for many chemicals.

3 Parameter No. refers to the Wisconsin identification number and the EPA Storet number for each parameter. The parameter code number refers to a specific parameter, the medium of concentration, and the units of concentration.

4 Chemical Abstracts Service registry number.

5 For Analytical Methods, refer to the analytical procedure numbers used in EPA Report SW-846 "Test Methods for Evaluating Solid Waste," third edition, Final Update 2B, January 1995. For the appropriate extraction procedure refer, in the same document, to Table 2-37 "Preparation Methods for Organic Analytes," and refer to Table 2-36 for the "Required Containers, Preservation Techniques, and

Holding Times for Aqueous Matrices."

Note: Analytical details can be found in SW-846 and in documentation on file with EPA. CAUTION: The methods listed are representative SW-846 procedures and may not always be the most suitable methods for monitoring an analyte under the regulations. The publication SW-846 may be obtained from:

National Technical Information Service  
5285 Port Royal Road  
Springfield, VA 22161  
(703) 487-4650.

Note: Copies of the test procedures are available for inspection at the offices of the department of natural resources, the secretary of state, and the revisor of statutes.

6 Xylene (total): This entry includes o-xylene (CAS RN 96-47-6), m-xylene (CAS RN 108-38-3), p-xylene (CAS RN 106-42-3), and unspecified xylenes (dimethylbenzenes) (CAS RN 1330-20-7).



## EXHIBIT D

### RESPONSE TO WELL CONTAMINATION

If the test of a sample from a private water supply well collected by the Landfill Operator, DNR, the TFLC or any private well owner whose well is identified in Attachment 1 to Exhibit D (said test to have been conducted in accordance with DNR's protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary non-bacterial maximum contaminant level as defined in NR 809 or a health related Enforcement Standard as defined in NR 140.10 of the Wis. Adm. Code, then:

A. The Landfill Operator shall, upon notice from DNR or the TFLC, or the private well owner, secure another sample from said well and test the same [utilizing the procedure stated above] to confirm or deny the results. The Landfill Operator shall deliver the test results to the TFLC or the private well owner within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented.

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

B. If the results of the Landfill Operator's test under subparagraph A document the exceedance, then the Landfill Operator shall forthwith deliver, at its sole cost, potable water to residents residing upon the property served by the well and utilizing the same.

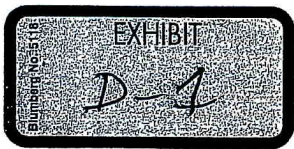
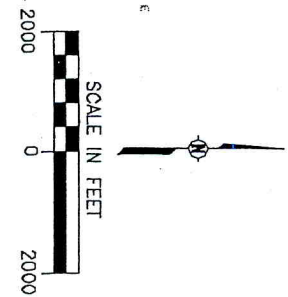
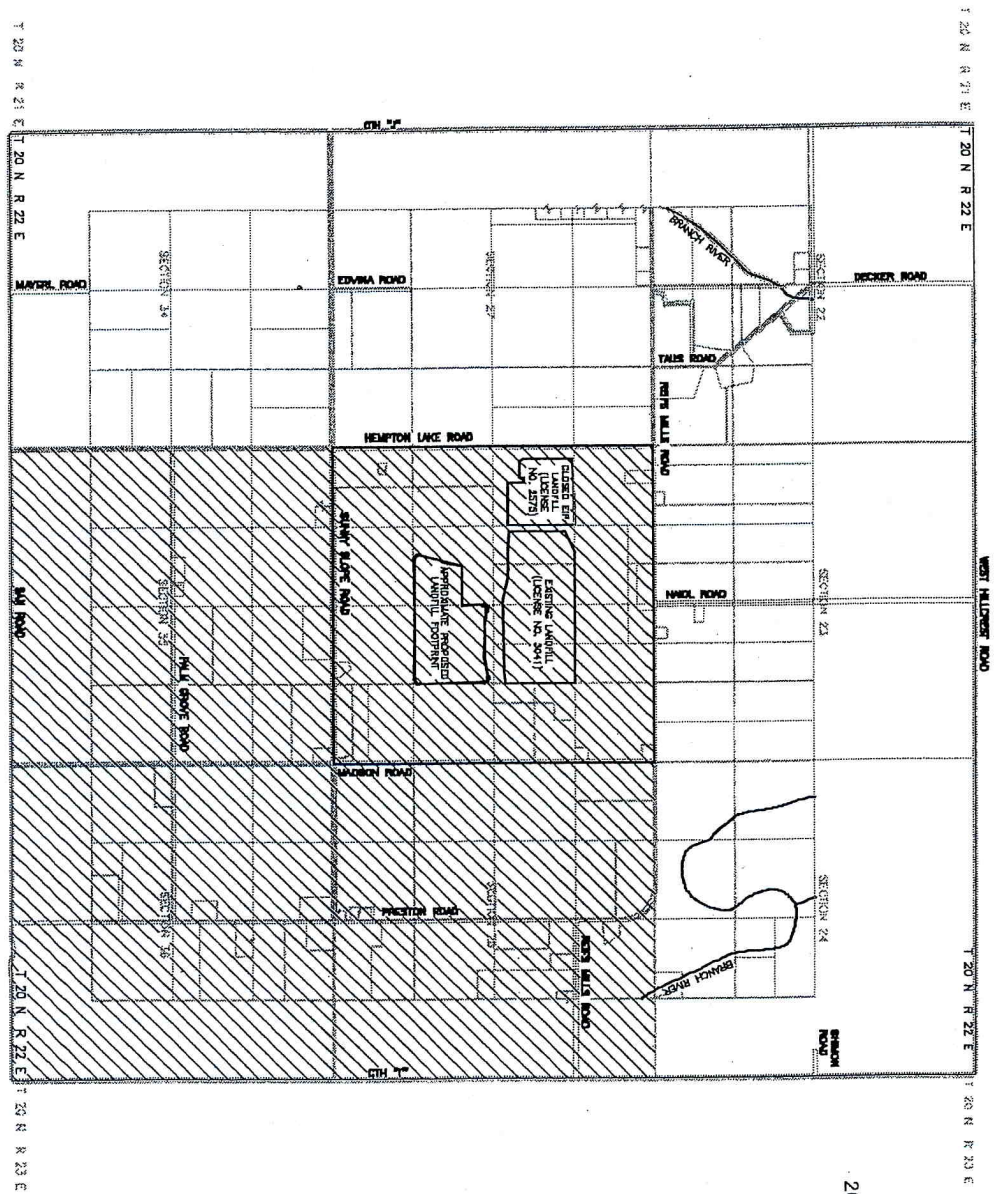


C. If upon further investigation, including additional testing by the Landfill Operator, it is determined by DNR that the exceedance is caused by a source other than the landfill, then the Landfill Operator's obligation to provide potable water will cease.

D. In the event the above investigation fails to establish to the DNR's satisfaction that the landfill or any expansion thereof is not the source of the exceedance, then the Landfill Operator shall take appropriate measures to provide a new well, unless potable water cannot be produced on the property, in which event the Landfill Operator shall take all necessary steps to secure a permanent potable water supply reasonably acceptable to the property owner. In no event shall the delivery of a permanent water supply take more than 120 days from the documentation of an exceedance in the water supply. If a permanent potable water supply is not installed within the 120 days the Landfill Operator shall pay the well owner an amount of \$100 per day until the new water supply is delivered. This payment will not affect any other rights or claims that the well owner may have against the Landfill Operator.

E. The Operator shall only be required to follow procedure of providing water under Subparagraph B upon the documentation of an exceedance ("First Response") and/or the well replacement under Subparagraph D if: (i) the well at which the exceedance was documented is identified on Attachment 1 to Exhibit D, and (ii) the well owner and tenant, if any, reasonably cooperates with the Landfill Operator in the investigation under subparagraphs A through D.





LEGEND  
 GRAVITY/PIEDMONT WELL AREAS

STS Consultants Ltd.  
 Consulting Engineers  
 6080 Kester Dr. # 4311  
 820-468-1976  
 STS PROJECT NO. 26839  
 S1S PROJECT FILE FIG. 1  
 SCALE 1" = 2000'  
 FIGURE NO. 1

WASTE MANAGEMENT OF WISCONSIN, INC.  
 RIDGVIEW RECYCLING & DISPOSAL FACILITY  
 MANITOWOC COUNTY, WISCONSIN  
 GROUNDWATER WELL AREAS

DESIGNED BY	M.G.R.	DATE	12/03
DRAWN BY	D.J.M.	DATE	12/03
APPROVED BY	M.G.R.	DATE	12/03
CADFILE			
XREF			



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**EXHIBIT E**

**AGREEMENT TO GUARANTY PROPERTY VALUE**

This agreement ("Agreement") made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between Waste Management of Wisconsin, Inc., a domestic corporation having its principal offices at W124 N8925 Boundary Road, Menomonee Falls, WI 53051 ("Guarantor"), and ("Property Owner").

**RECITALS**

WHEREAS, Property Owner own property in proximity to the Guarantor's landfill and listed in Attachment 1, known as the Ridgeview Landfill (the "Property"); and

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

WHEREAS, Guarantor also desires to expand its current landfiling activities (hereinafter the "Southern Expansion") and has undertaken negotiations with the Town of Franklin regarding the Southern Expansion; and

WHEREAS, Guarantor is willing to address these concerns.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Effective Date and Term of Agreement.** This Agreement shall become effective and binding on Guarantor only upon the execution of and delivery by a Property Owner a request for property protection under this agreement.



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

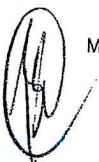
2. **Exercise of Guaranty.** In the event that a Property Owner wishes to exercise the guaranty set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property for Ninety (90) days. This good faith effort to sell can be done in either of two ways: (1) they may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) they may enter into a residential listing contract with a licensed real estate broker.

However, under this Agreement, the Property Owner and the Guarantor shall mutually agree to the fair market value of said Property. If the parties are unable to agree as to the fair market value of the Property; then the Guarantor and the Property Owner will each select and retain one independent appraiser. Each appraiser retained must have, at minimum, a designated membership from the American Institute of Real Estate Appraisers or be recognized by the Society of Real Estate Appraisers. The Guarantor will be responsible for all fees and costs for the Guarantor's appraiser. The Guarantor will pay appraisal costs within forty-five (45) days of receipt of the bill for services rendered by the appraisers. Each appraiser will appraise the real property at its fair market value (i) as of that day and (ii) as of that day but making the sole additional assumption that the Landfill Site had never existed at the site.

Appraiser's Guidelines:

1. Assume that no landfill existed at the site.

2. Any comparables selected by the appraiser shall be located a sufficient distance away from the Solid Waste Facility so that the selling price was not in the opinion of the appraiser, influenced by the presence of the Solid Waste Facility.
3. A uniform residential appraisal form as customarily used for conventional financing shall be satisfactory for residential property. For vacant land, farm property with residences and other out buildings, or other types of real estate, a full narrative appraisal shall be prepared. The appraisal shall be prepared in full compliance with any and all state standards that pertain to the preparation of an appraisal of the property, except those standards that are specifically pre-empted by these instructions.
4. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.
5. The appraisal shall be completed within 45 days of the date the appraisal has returned.
6. Each appraiser shall provide a copy of the written appraisal to the Property Owner and the Guarantor immediately upon its completion.
7. When appraisers have completed their individual appraisals of the property, the two appraisers shall meet and attempt to agree upon the fair market value of property, assuming the landfill had never existed. If they can agree, this shall be the fair market value.



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8. If the two appraisers cannot agree, and the Property Owner and Guarantor cannot reach agreement, then the two appraisers will jointly select and retain a third appraiser. The Guarantor will pay all costs and fees associated with the third appraiser. Within thirty (30) days after being retained, the third appraiser will individually appraise the property at its fair market value both (i) as of that day and (ii) as of that day but making the sole additional assumption that the landfill site had never existed. The fair market value, assuming the Landfill Site had never existed, will be determined by the arithmetically averaging all three of the appraisals. Both the property owner and Guarantor will receive copies of all appraisals. This shall be the fair market value.
9. If the Property Owner does not accept the "fair market value" as determined under this agreement the Property Owner may terminate this agreement and neither party will have any further obligations under this agreement.

If the Property Owner elects 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 a daily newspaper not less than once per week for the 90-day period. Guarantor may supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owner elects to use a broker, the broker shall be licensed in Wisconsin and shall be a member of a Board of Realtors Multiple Listing Exchange, unless Guarantor waives such MLS membership. Both Guarantor and Property Owner shall act in good faith concerning any attempt to obtain the agreed upon appraised value of said Property, as



determined by the foregoing procedure. Said listing contract or contracts shall extend for a cumulative term of 90 days and shall specifically provide: (1) that the broker shall list the Property in the multiple listing exchange (unless waived by the Guarantor) and shall agree to keep said Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and (2) that the broker shall not be entitled to any commission or other payments whether for broker's costs or otherwise in the event Guarantor purchases said Property at any time during or after the expiration of the listing contract. The Property Owner shall cooperate with the broker in obtaining a purchaser pursuant to the terms as set out in said listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms. No provision hereunder shall be construed to grant Guarantor an option to purchase or any rights of first refusal as against any potential third party purchaser during the term of the listing contract(s).

3. **Offers to Purchase.** The Property Owner agree to provide the Guarantor with a copy of every Offer to Purchase which they receive for their Property that is below the fair market value established by the procedure set out in Section 2 and agree not to accept the same until the Guarantor has given its approval, such approval must be within 5 business days or is deemed accepted. The Guarantor may approve an Offer to Purchase at a price below the fair market value established by the procedure set out in Section 2. In such event, the Guarantor agrees to pay the Property Owner at the closing, the difference in cash between the selling price set out in the Offer to Purchase and the fair market value as established in Section 2.

Similarly, the Guarantor may request that the price set out in the Offer to Purchase be countered and in the event that the potential buyers accept the Counter Offer, the



Handwritten signature or initials.

Guarantor shall pay to the Property Owner at the closing, the difference, if any, in cash between the selling price set out in the Counter Offer and the fair market value established in Section 2.

4. **Guaranteed Purchase After 90 Days.** If the Property Owner have been unsuccessful in their attempts to sell their Property under one of the methods provided in Section 2 after trying for a period of at least 90 days; then Property Owner may request, in writing, that the Guarantor purchase their Property.

Property Owner shall provide proof of advertising for sale or a copy of the listing contract(s) and an affidavit of their good faith attempt to sell said Property. Provided the Property Owner have complied with the foregoing procedure, the Guarantor shall purchase the Property at the fair market value established by the procedure set out above in Section 2, subject to the conditions set out below.

5. **Environmental Assessment.** The Guarantor retains the right to conduct an Environmental Assessment (EA) of the Property it is required to purchase. Should the EA conclude that there are environmental impacts, not caused by the landfill, the Property Owner will be required to remediate and certify that the property is free of environmental impacts, not caused by the landfill, prior to the closing of the property to the Guarantor. If the Property Owner does not consent to remediate the site then all obligations of Guarantor are terminated under this agreement (unless conditions were caused by Guarantor).

6. **Evidence of Title.** Upon twenty-one (21) days after making such written request for Guarantor to purchase their property, Property Owner shall provide to the Guarantor a commitment for a title insurance policy to be issued in the name of the Guarantor in the amount of the fair market as established in Section 2. After receipt of such commitment, the Guarantor



shall have thirty (30) days to notify the Property Owner of any defects in title, which make the same unmerchantable. Any such defects shall be cured at the expense of the Property Owner. If any defect cannot be cured and the Guarantor is unwilling to waive the same, then the Guarantor shall have no obligation to purchase and Property Owner shall have no obligation to convey said Property.

7. **Documents Required For Closing: Prorations: Closing Costs.** In the event that the Property Owner have merchantable title, the closing shall occur within sixty (60) days after the Property Owner give written notice to the Guarantor, or within sixty (60) days after the Property Owner cure any defects in the title to make it merchantable. The Property Owner shall convey said real estate to the Guarantor by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing. Property Owner shall warrant and represent that they have disclosed all notices or 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, alternation or correction of any existing condition.
- C. Underground Storage tanks or any structural, mechanical, or other defects of material significance affecting the property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence

of any dangerous or toxic materials or conditions affecting the property, not caused by Guarantor.

D. Wetland and shoreland regulations affecting the property.

Further, the Property Owner shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: the real estate transfer taxes and recording fees (except the fee for recording the warranty deed.) The Property Owner shall also execute, at closing, a standard affidavit as to liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen who have provided services or materials for said Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated based upon the real estate taxes assessed and levied for the prior year. The Property Owner shall be responsible for and shall pay all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to the Guarantor at closing. Prior to closing, the Property Owner shall give the Guarantor, or its agent, the right to inspect the property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of the closing. The Property Owner 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 Owner prior to closing. Property Owner shall repair such damage prior to closing or the reasonable estimate of the cost of such repair shall either be deducted from the sale price or, at Property Owner' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefore or cost thereof.

8. **Termination of Guarantor's Obligations.** This Agreement shall terminate and Guarantor shall have no obligation to purchase or guaranty the fair market value upon the occurrence of all of the following events: (1) Final Closure of the Southern Expansion; or termination of the Agreement between the Town and the Landfill Operator pursuant to Section 12 of that Agreement. (2) Guarantor serves notice of same upon the Property Owner; and (3) the Property Owner do not notify Guarantor of their exercise of the guaranty pursuant to Section 4 within 60 days after service pursuant to (2) above. The notice under (2) above shall be served in the same manner as required for a summons under Ch. 801, Wis. Stats., and shall inform the Property Owner of the exercise of the guaranty and the termination provisions hereunder. Upon timely notice of their exercise of the guaranty by the Property Owner, the terms of this agreement shall remain in full force and effect pending the sale of the Property as provided herein.

9. **Assignment or Transfer.** This Agreement is not assignable other than to Related Transferees. Accordingly, the Guarantor will have no future obligations to the new Owner of the property subject to this Agreement other than to the Related Transferees. For purposes of this paragraph, Related Transferees include:

- (1) spouse;
- (2) parent or parents;
- (3) child(ren);
- (4) step-parents or step-child(ren);
- (5) son-in-law or daughter-in-law;





- (6) trust established by the property owner eligible for the property protection plan;
- (7) a beneficiary of a will or a person that acquires the property through descent or survivorship as long as the beneficiary or person is a spouse, parent, step-parent, child, step-child, son-in-law, or daughter-in-law of a person eligible for the property protection plan.

Related Transferees are eligible for the property protection plan set forth in this Agreement only if the Related Transferees are transferred Ownership of the entire parcel of property.

GUARANTOR:

WASTE MANAGEMENT OF WISCONSIN, INC.

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

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

PROPERTY OWNER:

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

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

**ATTACHMENT 1  
TO EXHIBIT E  
PROPERTY PROTECTION ELIGIBLE LIST  
TOWN OF FRANKLIN**

MAILING ADDRESS - WHITELAW, WI 54247

	NAME	ADDRESS	# OF ACRES
1	EDWARD BAROUN	5925 HEMPTON LAKE ROAD	0.49
2	VERNON OSWALD	6925 MADSON ROAD	20.00
3	MARK DENOR	11716 REIFS MILLS ROAD	40.00
4	HELEN HOLUBEK	11836 REIFS MILLS ROAD	1.09
5	JEFF OSWALD	11416 REIFS MILLS ROAD	62.25
6	JOHN STEIMLE	11308 REIFS MILLS ROAD	240.00
7	ERWIN NAIDL	12016 REIFS MILLS ROAD	80.00
8	JOHN STALTER III	12338 REIFS MILLS ROAD	1.00
9	STEVEN DENOR	12414 REIFS MILLS ROAD	39 19.00
<del>10</del>	<del>FLOYD LONZO</del>	<del>12815 REIFS MILLS ROAD</del>	<del>25.00</del>
11	DAVID JAEGER	11913 SUNNY SLOPE ROAD	10.00
12	LARRY WELLNER	5831 MADSON ROAD	80.00

*[Handwritten initials]*

*[Handwritten signature]*

*[Handwritten initials]*

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