



AGREEMENT

This Agreement is entered into on this 29th day of May, 1996, by and between Wisconsin Tissue Mills Inc. (WTMI), a Delaware corporation, having its principal place of business at Third Street, Menasha, Wisconsin 54952, and the Town of Vinland, a municipal corporation located in Winnebago County, Wisconsin. This Agreement has been negotiated and is being executed by the parties pursuant to the provisions of Section 144.445 of the Wisconsin Statutes.

W I T N E S S E T H :

WHEREAS, WTMI desires to locate a solid waste disposal facility on property located in parts of Sections 10 and 11, T19N, R16E, Town of Vinland, Winnebago County. The property is bordered on the north by County Trunk Highway G and is located approximately one-half mile west of Highway 45. Attached Exhibit A sets forth a complete legal description of the subject property. The property will be utilized for the deposit of sludge and/or ash generated by WTMI's wastewater treatment plant located in Menasha, Wisconsin; and

WHEREAS, pursuant to Section 144.445(9), Wis. Stats., WTMI and the Town of Vinland have negotiated certain agreements relating to the landfill site; and

WHEREAS, the parties now wish to formalize their agreements as authorized by law;

NOW, THEREFORE, IT IS ~~IS~~ AGREED by and between the parties hereto for and in consideration of the mutual promises herein contained as follows:

I. General

A. Term and Commencement Date

1. The term of this Agreement shall be equal to the site life of the landfill and a closure period of forty (40) years after landfilling at the site stops, as set forth in WTMI's Feasibility Report and the Plan of Operation, as approved by the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR" or "the Department"). The estimated site life of the landfill is approximately 40 years, at present waste generation and disposal levels. At the end of the closure period, the parties may consider whether additional closure monitoring is warranted, based on the experience with the closure of the landfill and the circumstances of the site as they then exist. If action is warranted, the Company will take appropriate steps.

2. The commencement date of this Agreement shall be the date first written above, being the date the last of the undersigned parties has executed this Agreement. Notwithstanding the foregoing, the parties agree that WTMI retains the right at any time to cease operation of the proposed landfill; this determination to be in the sole discretion of WTMI. In the event that WTMI ceases to operate the landfill, WTMI's obligations under Section V.C. of this Agreement shall cease. A decision by WTMI to cease operating the proposed landfill will not negate its obligations to comply with its closure plan then on file with the Wisconsin DNR and all other requirements imposed by the Department upon WTMI, as well as the groundwater monitoring requirements set forth in this Agreement.

B. Ownership

1. Except as permitted under Paragraph 4 below, the entire property (Exhibit A) shall be owned by WTMI, its successors and assigns, for the period of operation of the landfill site and for forty (40) years after closure (plus any additional period if action is warranted under Section I.A.1 above). The transfer of any part of the property shall comply with the "transference of responsibility" provisions of Section 144.442, Wis. Stats., and with the proof of financial responsibility requirements of Section 144.443, Wis. Stats., so as to ensure the availability of funds for compliance with the closure and long-term care requirements set forth in the Plan of Operation and the requirements of this Agreement. Any such transfers also shall be subject to the provisions of this Agreement.

2. No person other than WTMI may deposit any material at the landfill site. Other operating divisions and subdivisions of Chesapeake Corporation, may not deposit any material at the site. In the event of a transfer of ownership under Paragraph I.B.1 above, the successor or assign of WTMI may not deposit any materials at the site other than those created by operations at the Menasha, Wisconsin mill of WTMI.

3. WTMI at all times shall retain at the property any topsoil which may be removed from any area of the property during operation of the landfill. That part of the property not used for site operations, including storage of cover material, shall be used for no commercial purpose other than agriculture.

4. WTMI, its successors or assigns shall provide thirty (30) days written notice to the Town of Vinland prior to selling or transferring any part of the property (Exhibit A) to a third party for a use other than operating the landfill which is the subject of this Agreement or an agricultural use. The Town

shall have the right to require, as a condition of such transfer, that the transferred parcel be rezoned to a zoning category which is compatible with the then existing surrounding properties and the land use plans of the Town of Vinland.

II. Local Approvals

A. The Town of Vinland has accepted and approved requests by WTMI for all necessary zoning changes and other required approvals under applicable ordinances for the construction and operation of the Landfill together with necessary ancillary or related uses (e.g., operator's building) and access roads to the Landfill. Such requests incorporated all covenants, responsibilities and duties of WTMI set forth in this Agreement. Consistent with the authority and obligations of the Town of Vinland under applicable law, and subject to the procedures there provided, the Town of Vinland conducted hearings and made determinations which approved the requests of WTMI.

B. The Siting Committee of the Town of Vinland agrees that this Agreement resolves to its reasonable satisfaction, under the restrictions and limitations imposed by Wisconsin Statutes §144.445(a), et seq., the issues open to it for negotiation with WTMI, based upon the facts and other information reasonably available to the Committee, or provided to it by affected residents of the Town.

III. Site Operation

A. General

1. Normal hours of operation shall be from 6:30 A.M. to 5:30 P.M.
2. The landfill may normally be operated from Monday through Saturday each week.
3. The site shall be closed on those holidays which the then current labor agreements between WTMI and its collective bargaining units provide for the mill to be shut down. Currently those days include: July 4 and either

the day before or the day after that date, depending upon the agreement and year; December 24 and December 25.

4. WTMI will in good faith make every effort to schedule its operations to avoid operation at the landfill outside of the normal days and times referenced above. However, WTMI reserves the right to operate the landfill site beyond normal operating days and times as the operating needs of the mill in good faith require or as emergency situations may require. Examples of emergency situations include, but are not limited to, equipment failures (e.g., sludge presses, conveyor system, hoppers, trucks, general power failures) and acts of God (e.g., a blizzard), which may necessitate the removal and disposal of waste material outside of the normal operating days and times. If and when the landfill is "operated beyond the normal operating days and times" as referenced above, WTMI will make every effort to limit such operations to the arrival and unloading of trucks only, and will confine other landfill operations (such as earth-moving and covering) to normal operating days and times. WTMI agrees to notify the Town Chairman prior to any operations under this section and to provide the Monitoring Committee with records at least quarterly concerning any operations outside of normal days and times.

5. All material deposited in the site shall be covered with cover material sufficient, in terms of amount and frequency of application, to maintain a clean and orderly site, and otherwise as required by the DNR under state law.

6. No material shall be deposited in the site other than sludge and/or ash generated by WTMI, as well as proper cover required for the site and the materials required to be placed in the site as part of the landfill construction. In addition to the periodic testing which is required by DNR under the NR 500 regulations, the Town may, for reasonable cause, request WTMI to conduct additional sludge and/or ash sampling and testing. WTMI shall grant any

such reasonable-request by the Town and shall pay for the costs of the testing. Copies of the test results shall be provided by WTMI to the Town upon request.

7. WTMI shall prepare and maintain accurate records of the composition and type of its sludge deposited in the site. It shall notify the Town of any and all proposed or actual significant changes in such composition or type. Any such significant change shall permit the Town to participate in any review proceedings required by the Wisconsin DNR regarding modifications to the Plan of Operation or other DNR approvals for the landfill. This provision is not intended to grant any additional review rights to the parties beyond those already provided for under applicable state law and regulations.

8. Excavation at the site shall be accomplished so that there is no significant de-watering of wetlands during such construction or as otherwise required by the DNR under state law.

9. Sludge cells shall be constructed as approved and required by the DNR under state law and as provided in WTMI's Feasibility Report.

10. A leachate monitoring system for the leachate collection system will conform to DNR's regulations governing Solid Waste Management, as set forth in Chapter NR 500 of the Wisconsin Administrative Code (hereinafter referred to as the "NR 500 Regulations").

11. WTMI will monitor the leachate collected in the leachate collection system and the lysimeters. The collected leachate will be sampled and tested from each leachate collection tank location for volume and leachate quality at a frequency and for the parameters required by DNR's NR 500 Regulations. Lysimeters which will be installed below the clay liner in each major phase of the landfill will also be monitored for quantity and quality of leachate at a frequency and for the parameters required by DNR's NR 500 Regulations.

12. - A leachate monitoring system shall be installed and maintained in accordance with the detail set forth in the Plan of Operation, as the same hereafter may be amended with the approval of the Department.

13. WTMI shall have stand-by arrangements with a qualified party approved by the DNR for leachate disposal in the event of any failure or closing, for whatever period of time, of the WTMI wastewater treatment plant. WTMI has two separate wastewater treatment plants located at its Plant No. 1 in Menasha.

14. WTMI will prepare an ambient gas monitoring plan and submit it to DNR as required by DNR's NR 500 Regulations.

15. There shall be created an odor control committee, comprised of an equal number of designees of WTMI and residents of the Town. This committee shall meet upon the reasonable request of the Town members. It shall investigate any odor complaints made by any person, and WTMI shall implement the committee's reasonable recommendations for odor control at the landfill site, subject to DNR approval if required.

16. A gas venting system shall be installed in accordance with DNR's NR 500 Regulations. The design of this system shall be subject to the approval of the DNR under state law, and shall provide for future compatibility with active gas venting if required. The system will be designed to facilitate collection of gas if feasible.

17. Security and other outdoor lighting shall be installed on the property as required and approved by the DNR and shall not be offensive to or intrusive upon owners of adjacent property.

18. When not in use, all vehicles and equipment shall be stored or maintained within the site and as close to the active or proposed fill area of the landfill as is practicable.

19. Improvements such as offices and toilets shall be installed as close to the active or proposed fill area of the landfill as is practicable.

B. Roads

1. The only routes permitted by trucks traveling from the Company to the landfill site, or returning from the landfill site, will be: (1) Hwy. 150 to Hwy. 45 to G; and (2) Hwy. 41 to Hwy. 45 to Cty. Rd. G. However, in the event of officially imposed detours on those highways, an appropriate re-route will be agreed upon by the parties to this Agreement which will consider the strengths of Town roads and the convenience and safety of Town residents.

2. Except as otherwise provided by this section, no Town Highways (including Highway 41 frontage roads) may be used for the passage of trucks or the transportation of any equipment or waste material. In the event of officially imposed detours on Highways 41 and 45, no re-route shall include any Highway 41 frontage road or other Town road unless the road bed and surface have the strength and capacity for the proposed use.

3. Only one driveway access to the site will be permitted, and this shall be located as close to the east end of the site as is feasible. This driveway and any interior road shall be maintained in as dust free a manner as is feasible. If Highway 41 or 45 are detoured so as to make the use of the regular access infeasible or impossible, a temporary access and gate to the site may be used until such detour is ended. WTMI will consult with the Town about the location of such temporary access and in all events WTMI shall act reasonably to avoid inconvenience to residents of the Town.

4. WTMI will work with the Town officials to reduce the speed limit to 45 mph on Cty. Rd. G near the site entrance, along with installing appropriate road signs. WTMI and the Town shall cooperate to obtain any necessary permits or approvals for the reduction of the speed limit.

5. Appropriate traffic control signs will be placed at the access driveway at the expense of WTMJ.

6. Trucks shall be maintained and operated in accordance with state requirements applicable to the transportation of materials permitted for disposal at the site, in accordance with Section NR 502.06(6)(d) of the Wisconsin Administrative code or any successor provision thereto. Section NR 502.06(6)(d) currently provides:

"Vehicles or containers used for the collection or transportation of solid waste shall be loaded and moved in such a manner that the contents will not fall, spill or leak therefrom. Covers shall be provided, as necessary, to prevent littering and spillage. If spillage does occur the operator shall immediately return spilled materials to the vehicle and shall properly clean the spill area."

C. Fencing and Landscaping

1. The property shall be fenced with a woven wire fence at least 4 feet in height which meets State highway specifications.

2. All fencing shall have gates, with locks, at all access points.

3. Appropriate warning signs shall be posted as reasonably necessary in order to warn others of all hazards present on the property.

4. The property shall be planted for visual screening in accordance with the Feasibility Report and Plan of Operation, as the same may hereafter be amended with the approval of the Wisconsin DNR. Plantings on the perimeters shall be of sufficient density, variety and height to provide a more natural appearance and to reduce any potential noise and dust from the access roads. Additional plantings shall be made from time to time during the operation at the site and the period of postclosure maintenance as required by damage or other natural deterioration to the plantings.

5. Earth berms for retention of surface water runoff shall be planted with a suitable perennial ground cover.

6. - All parts of the site after closure shall be planted with suitable ground cover and trees.

D. Municipal Services

1. The Town shall not be obligated to employ any additional or specialized personnel to meet fire or other hazards which may occur from the operation of the site.

2. If the Town shall incur any additional expense above and beyond services normally provided by the Town to industrial residents in responding to any fire or other hazard at the site, WTMI shall reimburse the Town for all such additional expenses.

E. Public Health Protection

1. Groundwater Protection

(a) Groundwater monitoring wells shall be constructed and maintained between the filling area of the landfill site and all private wells, in accordance with the Feasibility Report and Plan of Operation and DNR's NR 500 Regulations. It should be noted that the monitoring wells circling the landfill site will be the first warning system for surrounding private well owners for identifying any contamination which may be caused either in whole or in part by the landfill. All private wells (except for two wells on WTMI's property) are outside of the DNR regulated distance of 1200 feet of the filling area and are not required by DNR to be monitored for compliance with the NR 500 regulations.

(b) For purposes of this Agreement, Wisconsin Tissue will test private wells as listed in Exhibit B to this Agreement. The testing will be conducted for Indicator Parameters in List 1 and for Public Health and Welfare Parameters in List 2, as set forth below, at the frequencies provided for in Exhibit B.

- (1) Indicator Parameters List 1: Color, odor, and turbidity at the time of sampling; field pH and field conductivity (corrected to 25° C); alkalinity; chemical oxygen demand; chloride, hardness, dissolved iron, and sulfate.
- (2) Public Health and Welfare Parameters List 2: Arsenic; barium, cadmium, chromium; copper; fluoride; lead; dissolved manganese; mercury; nitrate + nitrite (as N); total Kjeldahl nitrogen; selenium; silver; sodium; total dissolved solids; zinc; and total organic halogen.

The above-referenced protocol is intended to establish an adequate baseline for future comparisons. In the event of identification of any significant contamination in one of the WTMI's on-site monitoring wells caused either in whole or in part by the landfill, WTMI will test appropriate wells identified in Exhibit B, after consultations with the Town, individual private well owner(s) and the appropriate state or local regulatory agencies.

(c) Water levels will be ascertained from on-site monitoring wells in accordance with DNR's NR 500 Regulations.

2. Background water quality monitoring shall be completed in accordance with plans approved by DNR as required by the Department's NR 500 Regulations.

3. A continuing water quality monitoring system shall be installed and maintained in accordance with plans approved by DNR as required by the Department's NR 500 Regulations.

4. WTMI shall prepare a remedial action plan to be implemented in the event of any groundwater contamination in or around the landfill site which is caused in whole or in part by the operation of the landfill.

5. All testing of wells shall be performed by one or more reputable firms certified by the DNR, and shall be paid for by WTMI. All test results shall be reported in writing and copies shall be furnished to the Town and to the respective well owners.

6. - If at any time any well shall indicate pollution, contamination or impurity present which may be caused, either in whole or in part, by the operation of the landfill and which may make the water from such well unsuitable or unsafe for human or other use or consumption, there shall be transported and furnished to the owners and occupants of the property affected such amounts of usable or drinkable water at such frequencies and for such duration of time as the applicable governmental authority(s) may require. As an alternative, a new well, free of such pollution, contamination or impurity may be provided to the property affected. Parties eligible for financial assistance from the State of Wisconsin for the replacement of private water supplies shall cooperate in making application for such funds. WTMI shall pay for all costs of providing interim water supplies or replacement wells which are not covered or paid for by the State financial assistance program.

7. If at any time an existing well listed in Exhibit B shall have its water source or aquifer lowered or reduced as a result of operation of the landfill site so that such well is no longer usable for its intended purposes, a new well, free of pollution, contamination or impurity, shall be provided to the property affected. All costs of providing such wells shall be paid by WTMI.

IV. Compensation for Private Property Owners

A. The parties to this Agreement, pursuant to Section 144.445(8)(b)(1), Wis. Stats., have agreed that compensation shall be provided by WTMI to certain owners of private property listed in Exhibit C for the potential adverse impact which may result from the siting of WTMI's landfill.

B. WTMI shall provide a lump-sum, cash payment to each of the persons listed on Exhibit C hereto and in the amount specified in said Exhibit. Such cash payments shall be made by WTMI within thirty (30) days following the date of final corporate approval by WTMI to proceed with commencement of construction of

the landfill or the date on which any judicial proceedings regarding the siting of the landfill are completed or finally adjudicated, whichever date is later.

C. Property Value Protection for Residential/Farm Property

In consideration of the potential adverse impact that the Landfill may have on neighboring properties, WTMI agrees to protect such properties in the event of sale or as provided specifically under this section. The properties that qualify for this program are identified on Exhibit C. Such program shall be administered as follows:

1. To be eligible for fair market value price protection under this section, owners of real estate listed in Exhibit C must place their property on the market with a real estate broker licensed under the laws of the State of Wisconsin or otherwise initiate the appraisal process as provided for in this section. If value protection is involved, prior to such time as the applicable property is offered for sale, the owner must provide WTMI with both the name of the broker with which such real estate is listed and proposed terms of sale. WTMI promptly shall then cause the property to be appraised under Sections 2 and 3 below at its fair market value both (1) as of the day of the appraisal and (2) as of that day but making the sole additional assumption that the North Site landfill project is not present. The difference between the two values, which solely represents the adverse impact on property values, if any, caused by the presence of the Landfill, shall equal the "diminished fair market" value of the property. The real estate appraiser hired by WTMI shall be a state-certified general appraiser with expertise in landfill related real estate and shall work independently of WTMI.

Upon its completion, WTMI shall make known the result of the appraisal to the affected property owner. In the event the affected property owner disagrees with the valuation arrived at, he or she shall have a right to obtain an appraisal valuing the subject property in the same manner as it was valued by the appraiser for WTMI. Any appraiser retained by the affected property owner shall be a state-certified general appraiser with expertise in landfill related real estate and shall work independently of the property owner. The costs for all appraisers under this section shall be paid by WTMI.

2. Computation of Fair Market Value. For purposes of subsection 3(a)-(d), "fair market value" means the value of the property as if the site described herein had not been acquired for use as an industrial landfill. Fair market value shall be established as follows: (1) by a single appraiser under Section 1 if the results were acceptable to both parties or

(2) by agreement between the two appraisers retained under Section 1. If the two appraisers retained under Section 1 do not agree, and there is not more than a ten percent (10%) difference in their appraisals, fair market value shall equal three-quarters (3/4) of the difference plus base. However, if there is more than a ten percent (10%) difference in their appraisals, the two appraisers shall promptly pick a third appraiser who shall act as a review appraiser and shall arrive at a determination of fair market value. That determination shall be final and binding on the parties. Diminished fair market value, which is defined in Section 1, shall be established in the same manner as described in this Section.

3. Any property affected by this section shall continue to be exposed for sale until:
 - (a) The property owner sells it at the fair market value price, in which case no payment shall be made by WTMI.
 - (b) The property owner receives an arm's length written offer which is less than the fair market value. The property owner shall notify WTMI of the offer and WTMI may elect to purchase the property at the fair market value or permit the property owner to accept the offer and then pay the property owner the difference between the sale price and the fair market value as determined under subsection 2. In any event, this subsection shall not apply unless the property has been on the market for at least ninety (90) days. The 90-day requirement can be waived by WTMI if the offer price is at or above the fair market value of the property (determined with the assumption that the landfill is not present).
 - (c) At least 180 days expire from the time the property has been continuously exposed to the market for sale and no offers of purchases have been received. At that time, WTMI shall offer either (1) to make a one-time payment equal to the diminished fair market value of the property, or (2) to purchase the property at its fair market value (without the landfill present). WTMI shall not be obligated to purchase the property. The property owner shall not be obligated to accept an offer by WTMI to make a one-time payment equal to the diminished fair market value of the property. Instead, the property owner may continue to offer the property for sale. If and when the property owner receives an arm's length written offer, then subsection 3 (b) shall apply. If the property owner receives no written offer, the owner may notify WTMI that the owner chooses to accept a one-time payment by WTMI equal to the diminished fair market value of the property. WTMI shall then pay that amount to the property owner. After receiving such a payment, the property owner shall retain the right to continue to offer the property for sale, but WTMI would have no

- obligation to make any further payments to the property owner under this agreement.
- (d) The property owner chooses to sell or otherwise transfer the property (as provided in Paragraph 4(a) of this section) to one other than an arm's length purchaser at a price which is less than the fair market value of the property (determined with the landfill present). Such property owner shall notify WTMI at least thirty (30) days prior to the proposed conveyance. If the property owner seeks compensation under this section, appraisals shall be made as provided for in Section 2. Fair market value shall be determined under Section 2, but the property owner shall only be entitled to payment from WTMI equivalent to the diminished fair market value of the property rather than the difference between the purchase price and the fair market value price. An "arm's length" offer or transaction means one in which the parties involved are (i) willing buyers/sellers respectively, (ii) acting independently of one another and (iii) acting consistent with the existing real estate marketplace. Regardless of the above definition of "arm's length" offer or transaction, an offer at or above the fair market value of the property (determined without the landfill present) shall be presumed to constitute an arm's length offer or transaction.
- (e) All payments made by WTMI under this section shall be reduced by the amount of any lump-sum cash payment which has previously been paid to the affected property owner under Section IV A. and B. of this Agreement, net of any federal taxes paid by the owner on the receipt of the cash payment (hereinafter, the "net cash payment"). For purposes of applying any applicable reduction, the amount of the net cash payment shall be adjusted annually by a percentage equal to the percentage change (negative or positive) in the Consumer Price Index, Milwaukee urban consumers average, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100). In the event of the discontinuation of such index, the most comparable index of an agency of the U.S. Government shall be used. If the net cash payment amount (as adjusted for inflation) exceeds the amount due under this section, then the affected property owner shall receive no additional payment from WTMI under this section, but may retain the full amount of the net cash payment. The property owner must provide proper documentation to WTMI of federal taxes paid in order for the "net cash payment" figure to be used in this section.

4. Applicability of Section C

- (a) Compensation under Section C. shall apply only once for any one parcel of property owned by individuals identified on Exhibit C. Said individuals can sell their property once without invoking this Section and may thereby pass on the right to seek compensation under these provisions to the buyer who shall thereafter be subject to the remaining provisions of this section. The property also shall be transferrable by gift, bequest, inheritance or other transfer not for compensation (i.e. termination of joint tenancy, transfer pursuant to divorce decree, etc.) without invoking this section and thereby pass to a new owner. In the event of a parcel which is subdivided, only that portion which is transferred shall no longer be eligible for further compensation.
- (b) Property owners conveying under this section shall do so by deed or land contract.
- (c) Any person who seeks to obtain fair market value protection under this section shall notify WTMI of his or her intention to sell such property at least ten (10) working days before offering such property for sale.
- (d) With the consent of WTMI, which consent shall not be unreasonably withheld, the property owner may initiate the appraisal process set forth in Section C before listing the property for sale. Also, the property owner may choose not to list the property after obtaining an appraisal, or to withdraw the property from the marketplace at any time, without prejudicing his ability to obtain property value protection under Section C. In addition, if the appraisal process establishes that there is a diminished fair market value for the property caused by the existence of the landfill which exceeds any net cash payment previously received by the owner under this Agreement, Wisconsin Tissue shall provide additional compensation to said owner, subject to Paragraph 3(e) of this Section. This particular option cannot be invoked by a property owner prior to the first anniversary date of the commencement of actual operations and waste filling at the landfill. In any event, the property owner shall not be entitled to invoke the appraisal process described in subparagraph (a) and this subparagraph any more than one (1) time.

V. Payments to the Town of Vinland

A. All legal, engineering, other expert advice costs and additional municipal expenses incurred by the Town of Vinland in the siting process prior to the date of this Agreement shall be reimbursed to the Town by WTMI. These costs include the fees and disbursements to attorneys and to outside engineering consultants and the meeting costs incurred by the Town of Vinland (including the per diem costs of the Town Board, Town Clerk, Board of Appeals and Plan Commission). WTMI reserves the right to request and obtain itemization of such costs in reasonable detail prior to payment of any monies hereunder to the Town.

B. WTMI agrees to reimburse the Town of Vinland the fees and expenses incurred for legal, engineering, other expert advice and for actual meeting expenses up to a total amount not to exceed Ten Thousand Dollars (\$10,000.00) for the last year of operation of the site, such costs as are actually incurred by the Town in the closing of the site (including the per diem costs of the Town Board, Town Clerk, Board of Appeals, Plan Commission and Monitoring Committee). Said payment shall be made to the Town within thirty (30) days after receipt of an invoice by WTMI. WTMI reserves the right to request and obtain itemization and justification of such costs in reasonable detail prior to payment of any monies hereunder to the Town. Such itemization may include, but necessarily be limited to, the names of the persons who performed the work, the rate of each such person, the days worked and the number of hours per day, and a description of the services performed for each time period.

C. WTMI shall pay to the Town of Vinland a sum of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) per quarter [an annual fee of \$13,000] during the time of actual operation of the WTMI landfill. The quarterly payments shall

be payable within thirty (30) days after the end of each calendar year quarter, during the period of time the landfill site is actually being operated.

D. The amounts provided for in the above paragraphs B and C shall be adjusted annually by a percentage equal to the percentage of change (negative or positive) in the Consumer Price Index, Milwaukee urban consumers average, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100). In the event of discontinuation of such index, the most nearly comparable index of an agency of the U.S. government shall be used. The base month of computation shall be the month of December during the calendar year in which operations for the site commence, and the adjustment month shall be December of each year thereafter, with the new amount determined thereby to be applicable in the following calendar year.

E. WTMI shall pay the Town of Vinland an amount of \$60,000 as required under Section 4.6 of the Town of Vinland Zoning Ordinance which deals with petitions for amendments to the Town of Vinland Zoning Ordinance pertaining to Landfill and other M-3 uses.

F. As compensation to the Town of Vinland for the potential, general economic impact to the Town regarding the landfill project and the potential for the Town being obligated to acquire additional machinery or equipment to meet any municipal service requirements connected with the new landfill, WTMI will pay a one-time cash payment of \$75,000 to the Town of Vinland. This payment will be made by WTMI within thirty (30) days following the date of final corporate approval by WTMI to proceed with commencement of construction of the landfill or the date on which any judicial proceedings regarding the siting of the landfill are completed or finally adjudicated, whichever date is later.

G. All-sums invoiced under Items A. through C., above, shall bear interest at the greater of 12% per annum or 1% per annum more than the best commercial rate then obtainable from time to time at the ASSOCIATED BANK, N.A., Neenah, WI, after they become due. Any costs or expenses incurred by the Town or any owner or occupant of property in collecting any such sums shall be paid promptly to WTMI.

VI. Monitoring and Security Provisions

A. Monitoring Committee. To the extent the Town lawfully delegates its authority and responsibility to monitor the operation and closing of the site to a Monitoring Committee, WTMI shall recognize such Committee as an agency of the Town and shall extend to the Committee all privileges otherwise granted to the Town by this Agreement or by Statute or administrative rule.

B. Security. At all times during operation and for a period of 40 years after closing of the site, WTMI, its successors and assigns shall comply with the proof of financial responsibility requirements established under Section 144.443, Wis. Stats. The Town of Vinland shall, with the permission of the Wisconsin DNR, be referenced as an additional party-in-interest on documents executed by WTMI to satisfy the proof of financial responsibility requirements under State law.

VII. Miscellaneous Provisions

A. Headings. Titles to paragraphs herein are for informational purposes only, except where necessary to obtain an understanding of the contents of the paragraph.

B. Succession. Each item of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, pursuant to Section 144.445(11), Wis. Stats.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and applicable federal laws.

D. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent (to the persons named below or their designated successors) by certified mail to WTMI at:

Mr. Bernard Kopp
Vice President - Technology Development
Wisconsin Tissue Mills Inc.
Third Street
Menasha, Wisconsin 54952

and to the Town of Vinland at:

Town of Vinland
c/o Lorraine Rosenthal, Clerk
695 Vinland Center Road
Neenah, Wisconsin 54956

E. Modification. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless signed by both parties. Decisions on any amendments shall be made by the governing body of the Town of Vinland.

F. Waiver. A waiver by the other party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

G. Provisions Severable. If any provision of this Agreement shall be finally held or declared by a Court of competent jurisdiction, including any appellate court decision thereon, to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.

H. Force Majeure. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike,

inevitable accident, war, court order or binding determination of a governmental agency, or any cause outside the reasonable control of the party which has the duty to perform.

WISCONSIN TISSUE MILLS INC.

By: William A. Raaths
William A. Raaths
President

By: Bernard Kopp
Bernard Kopp
Vice President - Technology Development

TOWN OF VINLAND

By: Raymond T. Batley
Raymond Batley
Chairman of Town Board

By: Lorraine Rosenthal
Lorraine Rosenthal
Town Clerk

LIST OF EXHIBITS

- A. Legal Description of the North Site Landfill Property.**
- B. Private Well Testing Protocol.**
- C. Compensation to Private Property Owners.**

Legal Description
North Site Landfill Property
Wisconsin Tissue Mills

DESCRIPTION:

ALL OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 11. AND, ALL OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, AND NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 10. T.19N.-R.16E. TOWN OF VINLAND, WIINEBAGO COUNTY, WISCONSIN.

DESCRIBED AS:

BEGINNING AT THE NORTH $\frac{1}{4}$ OF SECTION 11; THENCE SOUTH 0°06'22" WEST 2656.12 FEET TO THE CENTER OF SECTION 11; THENCE SOUTH 0°03'10" EAST 1313.83 FEET TO THE SOUTH LINE OF THE NE-SW; THENCE ALONG SAID LINE SOUTH 88°56'40" WEST 1312.09 FEET TO THE WEST LINE OF THE NE-SW; THENCE ALONG SAID LINE NORTH 0°02'07" EAST 1317.14 FEET TO THE SOUTH LINE OF THE SW-NW; THENCE SOUTH 89°05'14" WEST 1310.01 FEET TO THE WEST $\frac{1}{4}$ OF SECTION 11; THENCE SOUTH 0°07'23" WEST 879.95 FEET; THENCE SOUTH 89°07'48" WEST 1973.71 FEET; THENCE NORTH 0°06'25" EAST 879.95 FEET; THENCE NORTH 0°04'58" EAST 2639.84 FEET TO THE NORTH LINE OF THE NW-NE, SECTION 10; THENCE ALONG SAID LINE NORTH 89°04'54" EAST 1975.89 FEET TO THE NE CORNER OF SECTION 10; THENCE NORTH 88°46'04" EAST 2619.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 358.429 ACRES.

Exhibit B

PRIVATE WELL TESTING PROTOCOL

GROUP A - Private Well Owners with wells 1200 to 1300 ft. from the filling area of the landfill:

- G. Jacoby (Parcel No. 66)
- S. Brazee (Parcel No. 39)
- J. Maxwell (Parcel No. 40-1)
- E. Maxwell (Parcel No. 40)
- R. Erdman (Parcel No. 241)
- D. Eake (Parcel No. 67-3)
- G. Dobberke (Parcel No. 251)

GROUP B - Private Well Owners with wells 1300 ft. to 2700 ft. from the filling area of the landfill:

- J. Abhold (Parcel No. 243-1)
- V. Abhold (Parcel No. 243)
- V. Wiese (Parcel No. 254)
- W. Rosenthal (Parcel No. 250)
- K. Wiesner (Parcel No. 237)
- E. Baugrud (Parcel No. 310-1)
- G. Wiese (Parcel No. 255-1)
- M. Pahlow (Parcel No. 308-2)
- D. Kortz (Parcel No. 44-1)
- A. Garvens (Parcel No. 240)

Schedule for Testing

| Time Period | Group A (between 1200-1300 ft.) | Group B (between 1300-2700 ft.) |
|--|---|--|
| Prior to waste disposal at the North Site: | List 1 - Eight (8) Rounds List 2 - Four (4) Rounds | List 1 - Eight (8) Rounds List 2 - Two (2) Rounds |

PROPERTIES RECEIVING COMPENSATION BY OWNER

| OWNER | ADDRESS | PARCEL(S) | LEGAL | COMPENSATION PER PARCEL BASED ON EQUALIZED VALUES | TOTAL COMPENSATION AMOUNT |
|-------------------------------|---|---|---|--|--|
| ABHOLD, JACK | 6741 U.S. HIGHWAY 45 NEENAH, WI 54956 | 243-1 | Part of SENE Section 11 | \$17,810 | + VALUE PROTECTION \$17,810 |
| ABHOLD, VIRGINIA | 6721 U.S. HIGHWAY 45 NEENAH, WI 54956 | 243 252 | Part of SENE Section 11 NESE Section 11 | \$15,170 \$5,554 | + VALUE PROTECTION \$20,724 + VALUE PROTECTION |
| BARTLEIN, BONNIE | 7091 U.S. HIGHWAY 45 NEENAH, WI 54956 | 41-1 | Part of NESE Section 2 | \$1,700 | + VALUE PROTECTION \$1,700 |
| BARTLETT, DON | 6264 COUNTY TRK. T OSHKOSH, WI 54904 | 231 | SESW Section 10 | \$4,345 | + VALUE PROTECTION \$4,345 |
| BAUGRUD, EDWIN | 3293 VINLAND CENTER ROAD NEENAH, WI 54956 | 310-1 | Part of NWNW Section 14 | \$5,012 | + VALUE PROTECTION \$5,012 |
| BRAZEE, SHERMAN & SHIRLEY | 3270 COUNTY ROAD G NEENAH, WI 54956 | 38 39 62 62-2 67 67-2 67-5 218 224 225 226 227 | NWSW Section 2 SWSW Section 2 Part of NESE Section 3 Part of NESE Section 3 Part of SESE Section 3 Part of SESE Section 3 Part of SESE Section 3 Part of NWNE Section 10 NENW Section 10 NWNW Section 10 SWNW Section 10 SENW Section 10 | \$6,943 \$24,833 \$1,769 \$3,682 \$1,061 \$3,007 \$177 \$3,472 \$6,943 \$7,927 \$15,899 \$6,744 | + VALUE PROTECTION \$82,457 + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION + VALUE PROTECTION |
| CASTILLO, FIDEL | 6962 RHYNER ROAD NEENAH, WI 54956 | 59-2 | Part of SWSW Section 3 | \$650 | + VALUE PROTECTION \$650 |
| COLLEN, JANE/ ARMSTRONG, BART | 6438 COUNTY TRK. A NEENAH, WI 54956 | 239 | Part of NENE Section 11 | \$4,500 | + VALUE PROTECTION \$4,500 |
| CONGER, KATHLEEN | 1126 S. WESTFIELD STREET OSHKOSH, WI 54901 | 255-2 | Part of SESE Section 11 | \$948 | + VALUE PROTECTION \$948 |

| | | | | | | |
|-----------------------------|--|--|--|---|----------|--------------------|
| DARKOW, PAULINE | 6520 COUNTY TRK T OSHKOSH, WI 54904 | 230-2 | Part of SWSW Section 10 | \$2,412 | \$2,412 | + VALUE PROTECTION |
| DOBBERKE, GEORGE & VERNA | 3243 VINLAND CENTER ROAD NEENAH, WI 54956 | 251 | SESW Section 11 | \$8,707 | \$8,707 | + VALUE PROTECTION |
| EAKE, DANIEL & KAREN | 3342 COUNTY ROAD G NEENAH, WI 54956 | 67-3 | Part of SESE Section 3 | \$13,994 | \$13,994 | + VALUE PROTECTION |
| ECKLUND & ASSOCIATES, INC. | 6991 U. S. HWY 45 NEENAH, WI 54956 | 41 | Part of NESE Section 2 | \$28,879 | \$28,879 | + VALUE PROTECTION |
| ERDMANN, ROY, ROGER, & DEAN | 3073 COUNTY ROAD G NEENAH, WI 54956 | 241 242 | NWNE Section 11 SWNE Section 11 | \$23,239 \$9,761 | \$33,000 | + VALUE PROTECTION |
| FAHLEY, HAROLD | 303 S. 5TH STREET WINNECONNE, WI 54986 | 59-1 | Part of SWSW Section 3 | \$865 | \$865 | + VALUE PROTECTION |
| FAHRENKRUG, DONALD | 3654 VINLAND CENTER ROAD NEENAH, WI 54956 | 230-4 | Part of SWSW Section 10 | \$3,308 | \$3,308 | + VALUE PROTECTION |
| FIELDS, STEVEN | 3670 VINLAND CENTER ROAD NEENAH, WI 54956 | 230-5 | Part of SWSW Section 10 | \$5,832 | \$5,832 | + VALUE PROTECTION |
| GARVENS, ANGELA | 520 S. COMMERCIAL STREET NEENAH, WI 54956 | 240 | Part of NENE Section 11 | \$6,500 | \$6,500 | + VALUE PROTECTION |
| HEGER, DAVID | 734 FOURTH STREET MENASHA, WI 54952 | 67-4 | Part of SESE Section 3 | \$3,060 | \$3,060 | + VALUE PROTECTION |
| JACOBY, GERALD & WILL, LYNN | 4198 COUNTY ROAD G OSHKOSH, WI 54904 | 67-1 65 65-1 66 60 55 62-1 63 63-1 64 | Part of SESE Section 3 Part of SWSE Section 3 Part of SWSE Section 3 Part of SWSE Section 3 Part of SESW Section 3 Part of NESW Section 3 Part of NESE Section 3 Part of NWSE Section 3 Part of NWSE Section 3 Part of NWSE Section 3 | \$1,413 \$1,010 \$2,751 \$13,401 \$3,028 \$3,887 \$1,615 \$1,010 \$2,751 \$3,962 | \$34,828 | + VALUE PROTECTION |
| KIEL, JAMES & BECKY | 7094 RHYNER ROAD NEENAH, WI 54956 | 57-1 | Part of NWSW Section 3 | \$950 | \$950 | + VALUE PROTECTION |
| KLEINSCHMIDT, ROBERT | 7088 RHYNER ROAD NEENAH, WI 54956 | 57-2 57-3 230 | Part of NWSW Section 3 Part of NWSW Section 3 Part of SWSW Section 10 | \$1,482 \$82 \$2,903 | \$4,467 | + VALUE PROTECTION |