

LANDFILL SITING AGREEMENT

between

BROWN COUNTY

and the

TOWN OF HOLLAND

for the

BROWN COUNTY SOUTH LANDFILL

in the

TOWN OF HOLLAND, BROWN COUNTY

December 1998

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EXHIBITS

Exhibit A:	Landfill Footprint on Landfill Site (Sheet No. 9)
Exhibit B:	Wisconsin Department of Natural Resources' Feasibility Determination for the Proposed Brown County South Solid Waste Land Disposal Facility, Town of Holland, Brown County, License #3565, Dated October 23, 1996
Exhibit C:	U.S. EPA Region 5's Approval to the Wisconsin Department of Natural Resources to Dispose of PCB-Impacted Sediment in a Wisconsin Landfill, Dated January 24, 1995
Exhibit D:	Depiction of Mill Road Upgrade (Sheet Nos. 1-6)
Exhibit E:	Letter from Town of Holland and Town of Wrightstown to Brown County Consenting to Addition of Mill Road to County Trunk Highway System, Dated October 6 and October 14, 1998
Exhibit F:	Adjusted Base Rate Calculation Methodology
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Exhibit H:	Map of Parcels Eligible for Receipt of Property Owners' Portion Payments
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Exhibit K: Property Value Protection Program: Listing of
Property Owners, Properties and Number of Eligible
Properties, and Map of Covered Properties

THIS AGREEMENT is entered into on this 16TH day of DECEMBER, 1998, by and between Brown County, a municipal corporation, the Brown County Landfill Negotiating Committee and the Brown County Solid Waste Management Board (collectively called "Brown County" or "the County"), and the Town of Holland, a municipal corporation located in Brown County, Wisconsin, and the Town of Holland Local Landfill Negotiating Committee (collectively called "the Town"). This Agreement has been negotiated and is being executed by the County and the Town (jointly, the "Parties") pursuant to the provisions of the "Landfill Siting Law" at Section 289.33 of the Wisconsin Statutes.

RECITALS

WHEREAS, by letter dated February 17, 1992, Brown County ("Brown County" or "the County") gave notice to the Clerk of the Town of Holland, Brown County, of its intent to construct and operate an industrial process residue monofill and/or a municipal/industrial waste landfill ("the Landfill(s)") on property located in Section 18, T21N, R20E, Town of Holland ("Landfill Site") and asked the Clerk to identify, pursuant to § 144.44 (1m) (b), Wis. Stats., [subsequently renumbered § 289.22 (1m), Wis. Stats.], all local approvals required ("Local Approvals"); and

WHEREAS, by letter dated March 4, 1992, the Town of Holland ("the Town") notified Brown County of all Local Approvals which are applicable to the Landfills; and

WHEREAS, on April 14, 1992, the Town passed a resolution indicating its intent to negotiate and, if necessary, arbitrate

1 with Brown County and appointed members to the Town of Holland
2 Local Landfill Negotiating Committee ("Local Committee"); and

3 WHEREAS, by letter dated April 20, 1992, the Waste Facility
4 Siting Board notified the Town and Brown County that landfill
5 siting negotiations could begin; and

6 WHEREAS, in July 1994, Brown County submitted to the Wisconsin
7 Department of Natural Resources ("DNR") the "Feasibility Report for
8 the K.C. Stock Property, Town of Holland, Wisconsin" ("Feasibility
9 Report") which identifies a proposed footprint for a Landfill or
10 Landfills on the Landfill Site; and

11 WHEREAS, on October 23, 1996, DNR approved the Feasibility
12 Report;

13 WHEREAS, pursuant to § 144.445, Wis. Stats. [renumbered as §
14 289.33, Wis. Stats.], the Town has negotiated this Agreement with
15 Brown County addressing the siting, construction and operation of
16 the Landfill(s) on the Landfill Site, has held several public
17 hearings, both to ascertain the issues of concern held by the
18 public and to describe the provisions of the Agreement, and has
19 adopted a resolution approving this Agreement and authorizing the
20 Chairman of the Town of Holland Town Board and the Chairman of the
21 Town of Holland Local Landfill Negotiating Committee to execute it
22 on behalf of the Town; and

23 WHEREAS, the Brown County Solid Waste Management Board has
24 adopted a resolution approving this Agreement and authorizing the
25 Chairman of the Brown County Solid Waste Management Board, the
26 Chairman of the Brown County Landfill Negotiating Committee, and

1 the Director of the Brown County Port and Solid Waste Department to
2 execute it on behalf of the County.

3 NOW, THEREFORE, IT IS AGREED by and between Brown County and
4 the Town, for and in consideration of the mutual promises herein
5 contained, as follows:

6 CONDITIONS AND GUARANTEES

7 I. General.

8 A. Ownership.

9 1. The Landfill shall be owned by Brown County, its
10 successors and assigns, for the Term of this Agreement, as defined
11 in Section I.B.

12 2. The transfer of ownership of any part of the
13 Landfill shall not occur without the prior written approval of the
14 Town, which approval shall not be unreasonably conditioned or
15 withheld. The Town shall consider the pertinent facts and
16 circumstances, including: a. the commitment of the successor owner
17 or assignee to fulfill the obligations of this Agreement, including
18 but not limited to those concerning financial responsibility,
19 environmental compliance, indemnification against claims by third
20 parties, and communications with the Town and the Local Monitoring
21 Committee ("LMC"); b. satisfactory proof of the ability (including
22 financial ability) of the successor owner or assignee to fulfill
23 the obligations of this Agreement; and c. if the proposed successor
24 owner or assignee is a non-governmental entity, additional or more
25 stringent reasonable conditions designed to maximize and assure

1 continued and reasonably-priced service to Landfill users located
2 within Brown County, taking into account such factors as price,
3 disposal requirements, and accessibility to the Landfill. The
4 transfer of ownership of any part of the Landfill shall comply with
5 the "transference of responsibility" provisions of § 289.46, Wis.
6 Stats., and with the proof of financial responsibility provisions
7 of § 289.41, Wis. Stats., and any amendments to those provisions,
8 so as to ensure the availability of sufficient funds for compliance
9 with the closure and long-term care requirements set forth in the
10 Plan of Operation and the requirements of this Agreement. The
11 transfer of ownership of any part of the Landfill shall not occur
12 without 60 days prior written notice to the Town. The obligations,
13 benefits and provisions of this Agreement shall apply equally to a
14 successor owner or assignee of the Landfill.

15 **B. Term and Commencement Date.**

16 1. The commencement date of this Agreement shall be the
17 date first written above, being the date the last of the
18 undersigned parties has executed this Agreement.

19 2. Except where otherwise specifically stated in this
20 Agreement, the term of this Agreement (the "Term" or the "Term of
21 this Agreement") shall be equal to the site life of the Landfill,
22 plus the longer of the following: (a) the period of time imposed by
23 any applicable Wisconsin statute or administrative rule, now or
24 hereafter in effect, for long-term care of the Landfill; or (b) a
25 period of forty (40) years after landfilling at the Landfill Site
26 ends. The Landfill design has an estimated site life of 15 years.

1 3. Notwithstanding the foregoing, the Parties agree
2 that Brown County retains the right at any time to cease operation
3 of the Landfill; this determination to be in the sole discretion of
4 Brown County. A decision by Brown County to cease operating the
5 Landfill will not negate its obligations to comply with its closure
6 plan then on file with the DNR and all other requirements imposed
7 upon Brown County by any or all of the following: the DNR, any
8 successor to the DNR with jurisdiction over the Landfill, the State
9 of Wisconsin, and/or the United States of America (including the
10 Environmental Protection Agency ["EPA"] and any successor to the
11 EPA). Moreover, notwithstanding the foregoing, Brown County's
12 indemnification of the Town of Holland, the Town's officers,
13 employees, agents, Local Committee Members appointed under Section
14 144.445 [subsequently renumbered Section 289.33], Wis. Stats., and
15 the Local Monitoring Committee shall be in perpetuity, unless the
16 County transfers ownership, and with it the obligation to
17 indemnify, as set forth in Section I.A.

18 C. Scope of Agreement.

19 This Agreement applies to any Landfill(s) constructed by
20 Brown County within the approximate footprint for potential
21 landfill construction on the Landfill Site as shown on Exhibit A,
22 and any ancillary facilities or activities necessary to operate the
23 Landfill(s), as set forth in Section III.A. of this Agreement. For
24 ease of reference, the term used in this Agreement shall be
25 "Landfill", which shall be understood to mean any industrial
26 process residue monofill, and/or municipal/industrial/solid waste

1 landfill. For purposes of this Agreement, the term "site life" or
2 "active site life" of the Landfill shall mean that period of time
3 during which waste is being received and disposed in the Landfill.

4 **II. Local Monitoring Committee.**

5 1. A Local Monitoring Committee ("LMC") comprised of four
6 (4) Town of Holland residents and chosen by the Town of Holland
7 Board, shall be formed to regularly receive and monitor information
8 about the site construction, operations, closure activities, and
9 long-term care from Brown County. Additionally, the LMC shall
10 serve as a liaison between Brown County and local residents,
11 providing a regular mechanism by which information can be
12 exchanged, opinions expressed, and the lines of communication kept
13 open between the Town, Town residents and Brown County. The LMC
14 will be created by ordinance of the Town of Holland within 60 days
15 after the date of this Agreement. The ordinance shall create the
16 LMC as an advisory body to the Town Board and shall delegate the
17 authority of the Town Board to the LMC to serve as the designated
18 agent of the Town for purposes of this Agreement.

19 2. Brown County shall provide the LMC with a copy of all
20 correspondence, reports and data relating to the Landfill filed
21 with the Wisconsin DNR and other governmental agencies by the
22 County and its retained environmental consultants at the same time
23 such documents are filed. The County shall also provide the LMC,
24 within 10 days of receipt, a copy of all such reports, data,
25 correspondence, etc. relating to the Landfill sent to the County
26 and its consultants by the DNR and other governmental agencies,

1 unless it is apparent from the face of the document that the LMC
2 has already been sent a copy.

3 3. The LMC shall provide Brown County with a copy of all
4 correspondence, reports and data relating to the Landfill filed
5 with DNR and other governmental agencies by the Town and its
6 retained environmental consultants at the same time such documents
7 are filed. The LMC shall also provide Brown County, within 10 days
8 of receipt, a copy of all such reports, data, correspondence, etc.
9 relating to the Landfill sent to the Town and its consultants by
10 the DNR or other governmental agencies, unless it is apparent from
11 the face of the document that the County has already been sent a
12 copy.

13 4. Brown County shall provide to the LMC a list of the
14 telephone numbers, etc. of the Certified Site Operator(s), the
15 Certified Facility Manager(s), and the qualified personnel to be
16 contacted in the event that the Certified Facility Manager(s)
17 is/are unavailable. See Section VI of this Agreement for the
18 definitions of "Certified Site Operator" and "Certified Facility
19 Manager." This list, which shall be amended as needed, shall
20 indicate which of the above personnel should be contacted during
21 those times when no operations are taking place at the Landfill;
22 e.g., outside of the Normal Operating Hours set forth in this
23 Agreement.

24 5. One member of the LMC shall be appointed its chairperson.
25 At least one member of the LMC shall also be a member of the Town
26 of Holland Board. Three (3) members shall constitute a quorum for

1 the purpose of transacting all business before the LMC. A majority
2 of any quorum shall have the authority to make decisions as the
3 LMC.

4 6. All correspondence, reports, data and other information to
5 be provided by Brown County to the LMC pursuant to this Agreement
6 shall be sent to the LMC chairperson. All correspondence,
7 reports, data and other information to be provided to Brown County
8 by the LMC shall be sent to the Brown County Solid Waste Management
9 Board in care of the Director, Brown County Port and Solid Waste
10 Department.

11 7. Membership on the LMC shall be for terms of 2 years, and
12 members may serve consecutive terms without limit. A member may
13 resign voluntarily at any time, or may be removed from the
14 Committee by a vote of 3 members of the Committee. A member shall
15 automatically be removed from the LMC effective upon the date that
16 the member no longer resides in the Town of Holland. Any vacancy
17 shall be filled within 30 days. The LMC shall promptly notify
18 Brown County when a new member or members is/are selected, and when
19 a new chairperson of the LMC is appointed.

20 8. The LMC shall operate in a manner consistent with the
21 provisions of the Wisconsin Public Records and Open Meetings law as
22 set forth in Ch. 19, Stats., and as it may be amended. The LMC may
23 meet to discuss items including but not limited to the following:
24 Landfill construction, operations, complaints or other comments
25 about operations, and modifications to site operations. One member
26 of the LMC shall be designated as its recording secretary, and

1 shall prepare minutes for each meeting of the LMC. A copy of the
2 minutes of each LMC meeting shall be provided to Brown County in a
3 timely manner.

4 9. If requested in a timely manner by the LMC prior to any
5 such meeting, a representative from Brown County's Port and Solid
6 Waste Department or its designated agent shall attend the meeting
7 to report on the conditions of the Landfill. In the event the
8 frequency of such requests becomes unreasonably burdensome, the
9 County shall notify the LMC of its inability to attend due to other
10 obligations; however, if timely requested by the LMC, the County
11 shall attend a minimum of two LMC meetings per calendar year.

12 10. Brown County shall provide notice to the LMC and Town
13 Clerk of any change in the construction, operation, closure or
14 financial responsibility requirements related to the Landfill, if
15 such change requires DNR approval or consent, within 30 days of the
16 decision by Brown County to implement such change. Brown County
17 shall also provide to the LMC and the Town Clerk a copy of any
18 request submitted to the DNR to modify the Plan of Operation, at
19 the same time such a request is submitted to the DNR.

20 11. The County shall provide in a timely manner to the LMC
21 and Town Clerk information regarding hazards as defined in Sec. XIV
22 relating to the Landfill, and recommended actions to respond to
23 them.

24 12. The LMC shall develop a formal process to receive and
25 record comments and/or complaints relating to Landfill operations,
26 and to timely provide this information to Brown County. The Brown

1 County Port and Solid Waste Department shall also develop a formal
2 process to receive and record comments and/or complaints relating
3 to Landfill operations, and to timely provide this information to
4 the LMC.

5 13. The LMC shall have access to the Landfill Site, after
6 reasonable notice to the County, to conduct periodic on-site
7 inspections, including, as set forth below, observing the
8 collection of samples of dust, solid waste (including PCB-Impacted
9 Sediments), water, leachate, and soils.

10 a. The LMC or its qualified technical representatives
11 may accompany Brown County representatives during sample
12 collection, but any such collection shall be done solely by Brown
13 County representatives. Any samples collected in the company of
14 the LMC or its qualified technical representatives shall be
15 distributed for potential testing in equal shares to Brown County
16 and the LMC and tested as called for in the approved facility
17 environmental monitoring plan for the Landfill, or tested for
18 additional constituents as requested by the LMC or its qualified
19 technical representatives. The LMC shall bear any added costs
20 resulting from the distribution for testing of such samples. Each
21 party shall bear its own testing expense. Such access to observe
22 collection of samples shall be only upon a determination by the
23 majority of the LMC that site conditions and/or prior monitoring
24 results so warrant. Such access to observe collection of samples
25 shall not be more frequent than semi-annually, unless otherwise
26 allowed by the County.

1 b. The LMC shall provide Brown County with the basis
2 for any request to test for additional constituents. Brown County
3 shall not unreasonably deny such a request or requests. If the LMC
4 and the County cannot come to an agreement, the matter shall be
5 submitted promptly to a third party neutral environmental engineer
6 acceptable to the LMC and Brown County. The decision of the third
7 party neutral shall be rendered within 30 days after receipt of all
8 information needed to decide the matter. The decision of the third
9 party neutral shall be determinative. The costs of the third party
10 neutral's services shall be borne equally by the County and the
11 LMC.

12 c. The right to access to the Landfill Site shall be
13 for the Term of this Agreement. Consistent with any requirement of
14 state or federal law, any state, County or Town law enforcement
15 officer, fire fighter or health care professional shall also be
16 granted immediate access to the site to perform his/her official
17 duties.

18 14. While at the Landfill Site, the LMC members, and their
19 designated agents, shall abide by the operational rules and shall
20 fully comply with any applicable health and safety procedures
21 required by Brown County. If safety equipment is required, it
22 shall be provided by Brown County to the LMC and its designated
23 agents while at the Landfill Site. The activities of the LMC and
24 its designated agents while at the Landfill Site shall be conducted
25 so as to not interfere with normal business operations.

1 15. If the LMC believes that the Landfill Site is not being
2 constructed or operated in compliance with the approved plan of
3 operation, or with any other applicable Wisconsin statute or
4 regulation, or any other provision of law, whether in law or
5 equity, the LMC may so advise the Town Board. The Town Board may
6 serve written notice of such alleged noncompliance upon, and make
7 recommendations to the Brown County Solid Waste Management Board in
8 care of the Director, Brown County Port and Solid Waste Department.
9 The LMC may also advise the Town Board to provide notice and
10 recommendation to the Brown County Solid Waste Board in care of the
11 Director of the Port and Solid Waste Department, if any aspect of
12 the construction, operation, or closure of the Landfill Site causes
13 or is likely to cause, in the judgment of the LMC, any rectifiable
14 problem relating to, without limitation, noise, dust, debris, odor,
15 litter, traffic flow, traffic patterns, screening, fencing or other
16 items relating to the Landfill Site. Upon information received
17 from the LMC, the Town Board may report any suspected violations at
18 any time to the Wisconsin Department of Natural Resources. If the
19 LMC believes that the noncompliance is continuing after having
20 provided notice to Brown County, the LMC may recommend that the
21 Town of Holland seek enforcement under the terms of this Agreement
22 or as otherwise provided under law.

23 16. Nothing in this provision relating to the existence and
24 authority of the LMC shall be construed to limit the right or duty
25 of the Town of Holland to make such otherwise permitted inspections
26 at the Landfill Site as deemed necessary to protect the public

1 health and safety, nor shall this provision limit any other legal
2 or equitable right of the Town, including but not limited to the
3 Town's lawful police power.

4 17. Nothing herein shall be construed to limit any legal or
5 equitable right of any neighboring property owner or other local
6 resident with respect to individual legal rights pursuant to the
7 law.

8 III. Site Operations in Conformity with Law/Local Approvals Waived.

9 A. Site Operations in Conformity with Law.

10 For the Term of this Agreement, Brown County shall construct,
11 repair, maintain and close the Landfill, shall provide long-term
12 care of the Landfill and shall conduct disposal operations at the
13 Landfill in conformity with the operational provisions of all
14 applicable Wisconsin statutes and administrative regulations, the
15 conditions of the DNR's approvals of the Feasibility Report, the
16 conditions of the DNR's approvals of the Plan of Operation for the
17 Landfill, as may be amended by the DNR, and any conditions of Brown
18 County's license to operate the Landfill established by the DNR.
19 In addition, Brown County shall comply in constructing, repairing,
20 reconstructing, maintaining, closing and providing long-term care
21 at the Landfill, and shall comply in conducting its disposal
22 operations with all State of Wisconsin statutes and State of
23 Wisconsin administrative rules, federal statutes and federal
24 administrative rules and the conditions of this Agreement.

25 This Agreement is understood to authorize Brown County at the
26 Landfill Site to operate only a Landfill, as defined in Section I.

1 C. of this Agreement; along with temporary storage facilities for
2 non-hazardous materials banned from landfill disposal (eg., tires,
3 yard waste, white goods, batteries); treatment facilities such as
4 beneficial reuse of landfill gas, composting, bioremediation; and
5 such other similar ancillary facilities or activities necessary to
6 operate the Landfill. Nothing in this Agreement shall prohibit
7 Brown County from seeking whatever approvals may be required from
8 the Town to operate other facilities or conduct other activities at
9 the Landfill Site. Notwithstanding the foregoing, Brown County
10 shall not apply for a hazardous waste storage, treatment and/or
11 disposal facility license for operations at the Landfill Site.

12 B. Local Approvals Waived.

13 By adoption of a resolution authorizing the execution of this
14 Agreement, the Town, through the Town Board, hereby waives and/or
15 deems inapplicable, pursuant to Section 289.33(5)(d), Wis. Stat. or
16 its successor provisions, its applicable Local Approvals, as
17 defined at Section 289.33(3)(d), Wis. Stat. or its successor
18 provisions, Pre-Existing Local Approvals, as defined at Section
19 289.33(3)(fm), Wis. Stat. or its successor provisions, and any and
20 all regulations, resolutions and ordinances that may apply to Brown
21 County in order to allow it to site, construct, operate, use,
22 transport waste to, maintain, repair, close and provide long-term
23 care of the Landfill in conformity with law (as set forth in
24 Section III.A. of this Agreement). This waiver ("the Waiver")
25 shall continue until forty (40) years after closure of the Landfill

1 or until the long-term care responsibility of Brown County for the
2 Landfill ceases.

3 The Waiver does not extend, however, to any Expansion.
4 "Expansion" means the expansion at any time by any means of the
5 design capacity of the active fill area of the Landfill beyond the
6 approved design capacity as stated in the Department of Natural
7 Resources' Feasibility Determination letter of October 23, 1996
8 (Exhibit B). The Waiver shall extend to long-term care operations
9 which Brown County must undertake pursuant to the Department of
10 Natural Resources' regulations pertaining to the Landfill.

11 The Waiver does not apply to any uses, operations or
12 businesses at the Landfill Site except those uses that are directly
13 and specifically related to and consistent with solid waste
14 disposal operations at the Landfill, as set forth in Section III.A.
15 of this Agreement. The Waiver does not waive any authority of the
16 Town preserved in Section XVII.A.5. of this Agreement.

17 The Waiver shall be applicable and effective only as to Brown
18 County, its officers, its employees, and its agents; provided
19 however, that in the event of a transfer of ownership of all or any
20 part of the Landfill, pursuant to Section I.A of this Agreement,
21 the Waiver shall apply and be effective as to the successor owner
22 or assignee of the Landfill.

23 **IV. Remediation Actions.**

24 Brown County, for the Term of this Agreement, shall be fully
25 responsible to take all appropriate and necessary actions required
26 by Environmental Law to remove, eliminate, treat, neutralize,

1 restore, rehabilitate, excavate, abate, repair, replace, remedy,
2 correct, clean up or otherwise remediate any Environmental
3 Condition at the Landfill Site. "Environmental Condition" shall
4 mean the presence of any Environmental Material in the environment,
5 including but not limited to soil, surface water, subsurface water
6 and groundwater, in an amount, concentration or level which
7 requires remediation pursuant to any Environmental Law.
8 "Environmental Material" shall mean any material, substance,
9 chemical, waste, contaminant or pollutant which is regulated,
10 listed or defined as hazardous, toxic or otherwise harmful to the
11 environment under any Environmental Law, including without
12 limitation any petroleum substance or product. "Environmental Law"
13 shall mean all federal, Wisconsin or County statutes, rules,
14 ordinances, codes, policies, judgments or orders relating to
15 pollution or protection of human health or the environment;
16 including but not limited to, the Comprehensive Environmental
17 Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§
18 9601 et. seq., as amended; the Resource Conservation and Recovery
19 Act of 1976, 42 U.S.C. §§ 6901 et. seq.; Section 292.11, Wis.
20 Stats., [formerly Section 144.76, Wis. Stats.], as amended, and any
21 other requirement pertaining to the disposal, discharge, deposit,
22 dispersal, emission, leaching, leaking, injection, migration,
23 release or spill of any Environmental Material into the environment
24 (including but not limited to the soil, surface water, subsurface
25 water or groundwater); and any requirement pertaining to the
26 presence, use, possession, control, processing, generation,

1 handling, transportation, storage, treatment or disposal of any
2 Environmental Material.

3 V. Daily Cover.

4 From the effective date of this Agreement and until closure,
5 Brown County shall, upon completion of the daily disposal
6 operations, cover the solid waste disposed in any active fill area
7 on the day of disposal with appropriate cover material, consistent
8 with the Plan of Operation, or subsequent amendments to it, as
9 approved by DNR.

10 VI. Site Security.

11 Brown County shall maintain the Landfill Site during the Term
12 of this Agreement in a secure fashion so as to prevent unauthorized
13 access and to prevent injury.

14 A. Certified Staff.

15 1. Brown County shall assure the following are on staff
16 for the Landfill:

17 a. Certified Site Operator: The Certified Site
18 Operator shall obtain and maintain certification as a Certified
19 Site Operator from the Department of Natural Resources pursuant to
20 the provisions of Chapter NR 524, Wis. Admin. Code, as may be
21 amended.

22 b. Certified Facility Manager: The Certified
23 Facility Manager shall obtain and maintain certification as a
24 Certified Facility Manager from the Department of Natural Resources
25 pursuant to the provisions of NR 524, Wis. Admin. Code, as may be
26 amended.

1 2. Brown County shall require that the Certified Site
2 Operator be present at the Landfill at all times when waste is
3 being accepted at the Landfill, and during all periods of disposal
4 operations, including extended or emergency periods of operation.

5 3. Brown County shall require that at least one of the
6 Certified Facility Manager(s) be present at the Landfill or be
7 within 50 miles of the facility and able to be contacted by
8 facility personnel as required by NR 524.05, Wis. Admin. Code, as
9 may be amended.

10 4. Brown County shall establish and maintain a list of
11 qualified personnel to be contacted in the event the Certified
12 Facility Manager is unavailable. The list shall contain the name,
13 address and telephone number of each such individual. The list
14 shall be provided to the LMC, and a designated contact person shall
15 be identified. This list shall be provided prior to the
16 commencement of disposal activities at the Landfill and shall be
17 updated in writing as necessary. Brown County shall develop an
18 operating procedure with the County Sheriff's Department to assure
19 adequate coverage in the event of emergency.

20 B. Site Security While Landfill is Active.

21 Brown County shall maintain security at the Landfill Site
22 during the years that the Landfill is active and in operation by
23 limiting site access as follows:

24 1. a chain-link fence or farm fence will be maintained
25 around the perimeter of the Landfill;

1 2. the fence will include locking gates at all Landfill
2 entrance/exit locations; the gates will remain locked at all times,
3 except during the Landfill hours of operation;

4 3. for Approved Transporters, access to the Landfill
5 will be allowed only during the Landfill hours of operation.

6 4. Brown County shall post appropriate signs at
7 prominent locations upon entrance to the Landfill Site, and at
8 other locations as needed: a. indicating Landfill operational
9 rules; and b. clearly identifying what waste types are acceptable
10 and what types are not.

11 5. Brown County shall require that trained Landfill
12 staff be at the Landfill, whose duties shall include inspection of
13 solid waste and insuring that only solid waste streams which are
14 authorized to be disposed of at the Landfill are in the incoming
15 waste loads, consistent with the provisions of NR 506.16, Wis.
16 Admin. Code, as may be amended. Information regarding unauthorized
17 wastes which are turned away, including the identity of the waste
18 hauler, shall be recorded in writing, and shall be provided to the
19 LMC.

20 6. Brown County shall install automatic security
21 lighting at the main gate to the Landfill, and such other outdoor
22 lighting as required and approved by the DNR. All lighting shall
23 be installed with the objective of being inoffensive to or
24 nonintrusive upon owners of adjacent property. Brown County shall
25 make all reasonable efforts to rectify offensive or intrusive

1 aspects of the lighting upon receiving notification from the LMC or
2 from the owners of adjacent property.

3 It is recognized that the Brown County Sheriff's
4 Department provides additional site security by virtue of routine
5 patrols. In addition, Brown County shall notify and request
6 follow-up by the Brown County Sheriff's Department for any breaches
7 of security at the Landfill not detected during such patrols, and
8 seek enforcement of trespass laws as needed.

9 C. Site Security After Landfill Closure.

10 From Landfill closure and for the remainder of the Term of
11 this Agreement, Brown County shall:

12 1. protect all operational elements of the Landfill,
13 such as monitoring systems, the gas collection and flare system,
14 the leachate collection system, and sedimentation ponds;

15 2. protect the physical integrity of all components of
16 the Landfill closure system, including but not limited to the final
17 cover system, vegetative cover and surface water control features
18 set forth in the Plan of Operation, or subsequent amendments to it,
19 as approved by DNR;

20 3. maintain and promptly repair all fencing, gates and
21 lighting, so as to deter unlawful entry and prevent injury;

22 4. enforce trespass laws on an as-needed basis;

23 5. rely on Brown County Sheriff's Department to
24 continue its routine patrols.

25 Brown County, from the date of closure of the Landfill
26 and for the remainder of the Term of this Agreement, shall have an

1 attendant employee or attendant agent at the Landfill whenever
2 long-term care operations (defined as any activities directly
3 related to the long-term care of the Landfill and any activities
4 including routine care, maintenance and monitoring of the Landfill
5 after the final closure of the active fill area(s) of the Landfill)
6 are being undertaken, and on call to respond to any emergencies
7 when no activities are occurring at the Landfill. Brown County
8 shall provide the LMC in writing the name, address and telephone
9 number of all attendant employees and attendant agents who will be
10 at the Landfill during long-term care operations or who will be on
11 call when long-term care operations are not occurring at the
12 Landfill. The list of names, addresses and phone numbers shall be
13 provided prior to final closure of the active fill area(s), and
14 shall be updated in writing as necessary.

15 VII. Hours of Operation; Emergency Situations; Extraordinary
16 Situations.

17 A. Normal Operating Hours.

18 Brown County is authorized to accept waste at the
19 Landfill between the hours of 7:30 a.m. and 5:00 p.m. on weekdays,
20 and between the hours of 7:30 a.m. and 12:30 p.m. on Saturdays.
21 Compaction of waste may continue until 5:30 p.m. on weekdays, and
22 until 1:00 p.m. on Saturdays. As provided below, these hours may
23 be extended in the week following a holiday or in the event of an
24 Emergency or Extraordinary Situation.

1 B. Sundays and Holidays.

2 Brown County shall not operate the Landfill on Sundays.
3 Operation of the Landfill is defined as accepting waste, and the
4 operation of any equipment or trucks related to the disposal or
5 compaction of waste or site maintenance. In the event Brown County
6 needs to conduct site maintenance activities, including but not
7 limited to road and scale repair, on a Sunday, it may do so by
8 giving the LMC at least 24 hours' notice and receiving the LMC's
9 approval, which approval is not to be unreasonably withheld.

10 Brown County shall not operate the Landfill on the
11 following holidays: New Year's Day, Easter, Memorial Day
12 (observed), July 4th, Labor Day (observed), Thanksgiving Day, and
13 Christmas Day. During the week following one of these holidays,
14 Brown County is authorized to extend the hours during which waste
15 can be accepted until 7:00 p.m. on one weekday, or until 3:00 p.m.
16 on that Saturday.

17 C. Emergency Situations.

18 The Parties recognize that emergency situations, such as
19 adverse weather, power outages, equipment breakdowns, or similar
20 occurrences which prevent transporters from reaching the Landfill
21 during the hours during which waste can be accepted, may occur.
22 The Parties further recognize that it is in the best interests of
23 all concerned to authorize Brown County to extend the hours during
24 which waste can be accepted at the Landfill to accommodate these
25 emergency situations.

1 It is therefore agreed that in the event of an Emergency
2 Situation, whereby transporters experience a delay of two (2) hours
3 or more in their normal route or the Landfill is unable to accept
4 or compact waste for a period of two (2) hours or more, due to
5 weather-related conditions or other circumstances beyond the
6 transporter's or the County's reasonable control, Brown County is
7 authorized to extend the hours during which waste can be accepted
8 until 7:00 p.m. on that day or the following weekday, or until 3:00
9 p.m. on the following Saturday. Brown County shall provide notice
10 to the LMC of the reason(s) for and the need to extend the hours of
11 operation, and shall identify the date of the extended hours.

12 D. Extraordinary Situations.

13 In the event of an extraordinary situation, such as a
14 major facility fire, railway disaster, or similar catastrophe
15 resulting in a request by emergency government or public health or
16 safety officials that the Landfill extend its hours to accept the
17 resulting waste, Brown County is authorized to extend the hours as
18 requested. Notice of extended hours pursuant to this provision
19 shall be given to the LMC.

20 VIII. Waste Received.

21 A. Authorized Waste.

22 Pursuant to this Agreement, Brown County may accept for
23 disposal in the Landfill residential, commercial, and general
24 industrial solid wastes, wet process residue (e.g., paper mill
25 sludge), ash, foundry sand, recycle residue, demolition debris, and
26 other solid waste not regulated under NR 605, Wis. Admin. Code, and

1 approved for disposal by DNR in the Plan of Operation for the
2 Landfill, or any subsequent modifications thereto.

3 B. Out-of-County Waste.

4 Brown County shall be allowed to accept waste generated
5 outside Brown County for disposal in the Landfill, as follows:

6 1. Oneida Tribe of Indians Waste.

7 Brown County is authorized to continue to accept
8 waste generated in those portions of the Oneida Tribe of Indians'
9 lands which border Brown County but which are actually located in
10 Outagamie County.

11 2. Other Out-of-County Waste.

12 Brown County is authorized to accept waste generated
13 outside of Brown County if the Brown County Solid Waste Management
14 Board determines that circumstances serving the overall public
15 interest of Brown County warrant it.

16 C. Unauthorized Waste.

17 1. Hazardous Waste Prohibited.

18 Brown County will not accept hazardous waste as
19 defined by Chapter NR 605.04, Wis. Admin. Code, or as defined by
20 the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et. seq.),
21 whichever is more stringent.

22 2. Other Prohibited Wastes.

23 Brown County also shall not accept the following
24 wastes for disposal at the Landfill:

25 a. Pesticides;

1 b. Polychlorinated biphenyls (PCBs) above the
2 concentration allowed by the State of Wisconsin and/or federal
3 statutes and regulations prevailing on the date of disposal, unless
4 the disposal is otherwise authorized by state or federal
5 authorities. In any event, disposal of PCB-Impacted Sediments, as
6 defined in Section VIII.D.1., shall be governed by the provisions
7 of Section VIII.D. of this Agreement.

8 3. Response if Hazardous Waste Disposed at Landfill.

9 In the event an approved transporter of wastes
10 ("Approved Transporter") to the Landfill disposes of hazardous
11 waste at the Landfill, and Brown County is able to identify the
12 Approved Transporter who disposed of those materials, Brown County
13 shall immediately notify the Approved Transporter and Brown County
14 shall require that the Approved Transporter immediately remove
15 these materials from the Landfill. If the Approved Transporter
16 does not remove these materials within the time period requested by
17 Brown County, Brown County shall be responsible to remove these
18 materials in a timely manner. In the event Brown County is unable
19 to identify the transporter of wastes who disposed of hazardous
20 wastes at the Landfill, Brown County will be responsible to remove
21 the hazardous materials in a timely manner. Brown County shall
22 have the authority to bar from the Landfill for purposes of
23 disposal any waste transported by an Approved Transporter who has
24 disposed of hazardous waste at the Landfill and has been so
25 identified by Brown County. Brown County shall notify each
26 Approved Transporter in writing of the prohibition against disposal

1 of hazardous waste at the Landfill prior to the commencement by
2 that transporter of disposal at the Landfill.

3 D. Disposal of PCB-Impacted Sediments.

4 Brown County and the Town of Holland acknowledge that, as of
5 the effective date of this Agreement, there are ongoing discussions
6 involving the United States Environmental Protection Agency ("U.S.
7 EPA"), the Wisconsin Department of Natural Resources ("DNR"), and
8 other parties not signatories to this Agreement, regarding the
9 disposition of PCB-impacted sediments located in portions of the
10 Fox River in Calumet County, Outagamie County and Brown County, and
11 PCB-impacted sediments located in the waters of the Green Bay.

12 Brown County and the Town of Holland agree to cooperate in the
13 discussion and assessment of the potential for the disposal of PCB-
14 Impacted Sediments at the Landfill.

15 1. "PCB-Impacted Sediments" are those sediments
16 containing PCBs at any concentration from remediation projects
17 within Wisconsin authorized for disposal in landfills which comply
18 with the requirements of U.S. EPA Region 5's Approval to the
19 Wisconsin Department of Natural Resources to Dispose of PCB-
20 Impacted Sediment in a Wisconsin Landfill, dated January 24, 1995
21 (Exhibit C), or any other applicable state or federal approvals
22 regarding disposal of PCB-impacted sediments in a Wisconsin
23 landfill.

24 2. Subject to the provisions of this Section VIII.D.,
25 the only PCB-Impacted Sediments which would be accepted for
26 disposal at the Landfill are PCB-Impacted Sediments originating
27 from locations in Wisconsin.

1 3. The decision to approve of the disposal of PCB-
2 Impacted Sediments at the Landfill shall be based on the following
3 criteria, after assessment by the Town of Holland and Brown County,
4 including any technical advisors hired by the Town or the County:
5 a. a determination that the design, construction and operation of
6 the Landfill is adequate to allow for the safe disposal of PCB-
7 Impacted Sediments; b. agreement by the Town and the County on any
8 additional monitoring and/or other operational elements, which may
9 be needed due to the disposal of PCB-Impacted Sediments, to be
10 established and implemented at the Landfill; c. the establishment
11 and implementation of adequate measures and procedures to protect
12 the Town of Holland and surrounding communities with respect to the
13 transport and handling of PCB-Impacted Sediments prior to disposal
14 of those sediments at the Landfill; d. compliance by Brown County,
15 sediment haulers, and other parties involved with the handling,
16 transportation and disposal of PCB-Impacted Sediments, with any and
17 all governmental orders, directives, rules and regulations
18 regarding the transportation, handling and disposal of PCB-Impacted
19 Sediments, including all provisions of U.S. EPA Region 5's Approval
20 to the Wisconsin Department of Natural Resources to Dispose of PCB-
21 Impacted Sediment in a Wisconsin Landfill, dated January 24, 1995
22 (Exhibit C); and e. the establishment and implementation of
23 adequate measures and procedures to address other identified health
24 or safety concerns specifically related to disposal of PCB-Impacted
25 Sediments at the Landfill.

1 4. a. In the event that the DNR seeks to obtain U.S.
2 EPA approval for disposal of PCB-Impacted Sediments at the
3 Landfill, Brown County and the Town of Holland shall jointly file
4 a request with the DNR to hold a public meeting to discuss the
5 selection of the Landfill for such disposal.

6 b. At least one public meeting shall be held prior
7 to any final decision being made regarding the disposal of PCB-
8 Impacted Sediments at the Landfill. Any such meeting shall be held
9 at a time and place readily accessible to residents of the Town of
10 Holland and other members of the public.

11 5. Brown County and the Town of Holland agree that in
12 the event PCB-Impacted Sediments are accepted for disposal at the
13 Landfill, Brown County shall, in its sole discretion, determine the
14 fee it charges for disposal of the PCB-Impacted Sediments at the
15 Landfill ("PCB-Impacted Sediment Disposal Fee"). The County shall
16 provide information to the Town explaining the basis for its
17 calculations of the PCB-Impacted Sediment Disposal Fee.

18 6. In the event PCB-Impacted Sediments are accepted for
19 disposal at the Landfill, Brown County shall pay the Town the
20 greater of: a. Ten Dollars (\$10.00) for each ton of PCB-Impacted
21 Sediments disposed at the Landfill (which shall be in lieu of the
22 Base Rate of \$1.50/ton Adjusted to the CPI, as provided in Section
23 XIX.B.); or b. twenty-five percent (25%) of the PCB-Impacted
24 Sediment Disposal Fee.

1 IX. Covenants of Operator Regarding Landfill Operations.

2 A. Odor Control.

3 Brown County shall take all reasonable steps to minimize
4 objectionable odors at the Landfill, and emanating from the
5 Landfill, including but not limited to controlling odor by
6 implementing proper landfilling operations in compliance with
7 applicable DNR regulations; applying daily cover in compliance with
8 Section V of this Agreement; and through implementation of a DNR-
9 approved gas control system. Brown County agrees to implement a
10 gas control system at the Landfill for the Term of this Agreement
11 in order to control gas migration or odor.

12 Brown County also agrees that it shall take all reasonable
13 steps to control emissions into the ambient air of any substance or
14 combination of substances in quantities such that objectionable
15 odors result.

16 B. Mud and Dust Control.

17 Brown County shall pave the entrance area to the Landfill, and
18 the roadway in the Landfill commencing at the entrance area for at
19 least one-quarter (1/4) mile. This roadway shall be paved to a
20 width equal to at least two (2) lanes. Brown County agrees to
21 maintain the paved entrance area and the Landfill Site access road
22 from the Landfill entrance to STH '57' free of mud and dust tracked
23 from vehicles from the Landfill. Brown County shall maintain a
24 watering truck and a street sweeper at the Landfill. Brown County
25 shall sweep or wash down paved roads within the Landfill, and the

1 Landfill Site access road from the Landfill entrance to STH '57',
2 as needed to control mud and/or dust emanating from the Landfill.

3 Brown County shall apply water, calcium chloride or other dust
4 retardants as needed to the nonpaved roadways in the Landfill.
5 Brown County shall maintain a vegetative cover on all areas which
6 are disturbed and are not being actively used, to control windblown
7 dust. Additionally, Brown County shall maintain a suitable
8 vegetative cover (including, as appropriate, trees) on all berms
9 constructed around the perimeter of the site.

10 C. Landfill Vector Controls.

11 The Town of Holland considers vectors to include rodents,
12 birds (especially gulls), insects (e.g, flies, mosquitos, etc.),
13 and other unwanted pests.

14 Brown County agrees to control these vectors pursuant to
15 its vector control plan as set forth in the Plan of Operation for
16 the Landfill, as approved by DNR.

17 D. Open Burning.

18 For the Term of this Agreement, Brown County shall comply
19 with the Town's policy on open burning. Nothing in this Agreement
20 shall prohibit the burning of Landfill gas for destruction or
21 beneficial reuse.

22 E. Erosion Control.

23 Brown County shall, with all due diligence, install and
24 maintain effective erosion control measures at the Landfill during
25 both the construction of the Landfill, and for the Term of this
26 Agreement. The erosion control measures shall include, but shall

1 not be limited to, silt fencing and vegetation as may be required
2 by applicable state law or County ordinance. Brown County shall
3 control surface water runoff or any erosion from the Landfill as
4 provided in the Plan of Operation for the Landfill, including
5 compliance with the provisions of NR 504.09, Wis. Admin. Code, as
6 approved by DNR.

7 Brown County shall inspect the Landfill Site for evidence of
8 erosion daily during construction and thereafter as required by
9 applicable DNR regulations and/or in the Plan of Operation, as it
10 may be amended. Brown County shall also inspect the Landfill
11 whenever there is a storm or rain event or other weather conditions
12 that could cause significant erosion and address any such erosion
13 as quickly as possible.

14 **F. Crop Damage or Loss.**

15 If windblown material (including excessive dust) or
16 vectors attracted by the Landfill, including gulls, cause crop
17 damage or loss, the affected property owner may pursue any legal
18 remedies otherwise available.

19 **G. Debris Control.**

20 **1. Regulation of Transporters.**

21 a. Brown County shall require that every vehicle
22 and trailer which is authorized to transport solid waste materials
23 within the County to the Landfill ("Approved Transporters") shall
24 provide and utilize devices necessary to completely secure the
25 solid waste. "Securing the solid waste" shall be defined as
26 holding in place on all sides so as to prevent the blowing,

1 bouncing, leaking, falling or spilling of solid waste off of the
2 vehicle or trailer. These requirements shall include the
3 following:

4 (1) Tarps shall be required for materials such
5 as paper, plastic products and other materials which, due to size,
6 weight and/or configuration could blow or bounce off of the vehicle
7 or trailer.

8 (2) Ropes, chains, straps or a combination of
9 these devices shall be required to secure other solid waste
10 materials so as to prevent blowing, bouncing, leaking, falling or
11 spillage off of the vehicle or trailer.

12 (3) Paper mill sludge, pulping rejects, and
13 ash may be exempt from being covered, but shall be required to be
14 loaded so that the materials do not pose a nuisance or a hazard.
15 Ash shall be required to be loaded and/or treated in a manner such
16 that it will not blow off of the vehicle or trailer.

17 (4) Tailgates shall be required to be in an
18 upright position. Backboards shall be required to be at least one
19 foot in height.

20 (5) Materials shall not extend above the side,
21 front or back of the cargo carrying portion of the vehicle unless
22 the material is securely fastened to the vehicle or trailer.

23 b. Brown County shall require that any person who
24 violates these requirements can be fined not less than \$10 nor more
25 than \$500 for each violation. "Person" shall be defined to include
26 the person who operates the vehicle, as well as the person, firm,

1 corporation, partnership, association or municipality which owns
2 the vehicle or trailer in question.

3 2. Physical Controls.

4 a. In accordance with the Plan of Operation
5 approved by the DNR, Brown County will construct berms and plant
6 trees and shrubs in a sufficient amount and of appropriate variety
7 to act as windbreaks around the Landfill Site.

8 b. The "active fill area" is defined to mean that
9 area of the Landfill which is currently accepting waste. In order
10 to contain and prevent the movement of windblown paper, Brown
11 County will:

12 (1) install fences of at least 5 feet in
13 height on the berm around the active fill area;

14 (2) use mobile wind screens of at least 12
15 feet in height on the downwind side of the active fill area; and

16 (3) keep the fences and mobile windscreens
17 clean of litter and debris.

18 c. The LMC may review the plan annually, and
19 provide comments to the County.

20 3. Debris and Litter Pick-up.

21 a. Brown County will monitor the waste-hauling
22 route within one mile of the Landfill and will pick up any litter
23 or debris on a twice a week basis.

24 b. If litter is blown off of the Landfill Site
25 onto adjacent or other downwind private property, including
26 farmers' fields, Brown County will commence pick-up of the litter

1 within 24 hours, subject to permission of the private property
2 landowner. In the event of sub-zero temperatures which require
3 limiting employees' time outside or otherwise place their health at
4 risk, Brown County is authorized to extend the 24 hour requirement.

5 4. Landscaping and Aesthetic Screening.

6 For the Term of this Agreement, Brown County shall
7 implement a landscaping and aesthetic screening program as set
8 forth in a plan which shall be reviewed annually by Brown County
9 and the LMC, and which shall be revised if revision is determined
10 to be necessary by Brown County and the LMC. The purpose of the
11 plan is to ensure that Brown County will plant and replant, when
12 necessary, trees and shrubs around the perimeter of the Landfill,
13 and that Brown County will maintain appropriate landscaping
14 designed to assure that adequate trees and shrubs of suitable size
15 and type are planted on the Landfill Site such that they will
16 minimize the visual impacts of the operation of the Landfill.

17 H. Noise Reduction and Control.

18 Brown County shall make all reasonable efforts to reduce
19 and control noise associated with the construction and operation of
20 the Landfill, especially as it relates to County vehicles and
21 equipment utilized for construction, filling, and any other on-site
22 Landfill-related activities. Brown County shall maintain all
23 County equipment and vehicles in good repair, paying special
24 attention to maintaining the proper operation of mufflers and
25 exhaust systems on those vehicles and equipment which are so
26 equipped. Where permitted by law, Brown County shall make

1 reasonable efforts to minimize noise from horns and backup beepers
2 on associated County vehicles and equipment.

3 **X. Method and Route of Waste Hauling to Landfill.**

4 **A. Mill Road.**

5 1. The designated hauling route has been chosen a. to make
6 maximum use of State Trunk Highways, and b. to pass by as few
7 residences as possible.

8 2. Brown County shall instruct all approved transporters of
9 waste ("Approved Transporters") to the Landfill to use the
10 following route to and from the Landfill: State Trunk Highway '57'
11 to Mill Road, then west to the Landfill entrance road.

12 3. Brown County shall place and maintain appropriate traffic
13 control signs at the entrance to the Landfill.

14 4. Brown County shall upgrade Mill Road from STH '57' west
15 to the Landfill entrance road to WDOT heavy truck standards to
16 accommodate all truck-based traffic entering and exiting the
17 Landfill. Brown County shall designate Mill Road from STH '57'
18 west to the Landfill entrance road as a County Trunk Highway and
19 assume all the attendant maintenance obligations which go along
20 with that designation.

21 5. Brown County shall design the upgrade of Mill Road to
22 provide four (4) lanes of traffic from STH '57' west to Old 57, and
23 two (2) lanes of traffic from Old 57 west to the Landfill entrance
24 road, as depicted on **Exhibit D.**

25 6. Brown County shall install a four-way stop sign at the
26 intersection of Old 57 and Mill Road.

1 7. The Town of Holland hereby consents to the addition of
2 Mill Road to the County Trunk Highway system pursuant to s.
3 83.025(1), Wis. Stats., and waives the weight limit restrictions
4 imposed on Mill Road by Town Resolution adopted June 6, 1988.
5 Effective on the effective date of this Agreement, the Town of
6 Wrightstown has also consented to the addition of Mill Road, from
7 STH '57' west to the Landfill entrance, to the County Trunk Highway
8 system, pursuant to s. 83.025(1), Wis. Stats., as set forth in the
9 letter attached as **Exhibit E**.

10 **B. Transfer Station.**

11 1. In response to the Town's concerns about the truck
12 traffic coming to the Landfill, the County commits as follows:

13 a. The County will, either on its own behalf or in
14 support of the efforts of Landfill user(s), establish a Transfer
15 Station which complies with the requirements of NR 502, Wis. Admin.
16 Code, for the receipt and consolidation of waste prior to
17 transportation to the Landfill for disposal.

18 b. The Transfer Station will be designed to be capable
19 of receiving and consolidating all the waste generated within the
20 Green Bay Metropolitan Area by users of the County's solid waste
21 disposal system, with the goal of accomplishing a 50% reduction in
22 the trucks travelling to the Landfill.

23 c. The County commits to use its best efforts to locate
24 the Transfer Station so that it is economically attractive for
25 waste generated within the Green Bay Metropolitan Area by users of
26 the County's solid waste disposal system to be received and

consolidated there, rather than being transported directly to the Landfill.

d. The County anticipates that a majority of the waste generated within the Green Bay Metropolitan Area by users of the County's solid waste disposal system will be received and consolidated at the Transfer Station; the County will use its best efforts to achieve the goal of receiving and consolidating more than a majority of that waste at the Transfer Station.

e. The County will use its best efforts to site and construct the Transfer Station so that it is in operation on the date that the Landfill opens for disposal of waste, or as soon thereafter as is reasonably possible. In the event the Transfer Station is not in operation within two years of the date on which the Landfill opens for disposal of waste, then the Town shall receive the following penalty payments until such time as the Transfer Station is in operation:

- (1) \$250,000 for year 3 of operation of the Landfill
- (2) \$350,000 for year 4 of operation of the Landfill
- (3) \$500,000 for year 5 and each subsequent year of operation of the Landfill

In the event the Transfer Station is placed in operation during year 3 or a subsequent year of operation of the Landfill, the penalty payment for that year shall be pro-rated accordingly and no further penalty payments shall be due to the Town.

2. The Town commits to assist the County in its efforts to accomplish the siting and construction of the Transfer Station by

1 providing information, providing support for any necessary permits
2 or approvals, or by other means which the County and the Town
3 mutually deem valuable.

4 **XI. Distance of Limits of Filling From Private Water Supply Wells.**

5 Pursuant to the October 23, 1996 Feasibility
6 Determination by the Wisconsin DNR (Exhibit B) for the proposed
7 Brown County Landfill which is the subject of this Agreement, Brown
8 County has received an exemption from § NR 504.04 (3)(f) and a
9 variance from § NR 812.08 (4)(g)1, Wis. Admin. Code, to allow the
10 proposed limits of filling at construction of the municipal solid
11 waste landfill and process residue monofill within 1200 feet of the
12 following six water supply wells identified in the Feasibility
13 Report:

14	<u>Well Owner</u>	<u>Address</u>
15	William Clancy	7226 Old Hwy 57, Green Leaf, WI
16	Phillip Conley	7310 Old Hwy 57, Green Leaf, WI
17	Edward Gerrits	7380 Old Hwy 57, Green Leaf, WI
18	Katherine Haen	1216 Lamers Clancy Road, Green Leaf, WI
19	Margaret Labs	1239 Lamers Clancy Road, Green Leaf, WI
20	Daniel Pleshek	1252 Lamers Clancy Road, Green Leaf, WI

21 The DNR's grant of the exemption and variance was conditioned
22 upon a number of requirements set forth in the Feasibility
23 Determination, and only if the Plan of Operation for the Landfill
24 is prepared in accordance with Chapters NR 500 through NR 526, Wis.
25 Admin. Code. One of the conditions relating to DNR's grant of
26 exemption allowing the proposed limits of filling within 1,200 feet
27 of the water supply wells is that Brown County must include in its
28 Plan of Operation a plan for monitoring the six private water
29 wells.

1 Brown County shall monitor the six private wells identified
2 above, as well as all other private water wells within one-quarter
3 mile of the proposed limits of the Landfill in accordance with the
4 facility environmental monitoring plan required by NR 507, Wis.
5 Admin. Code.

6 The analytical results of the well monitoring shall be
7 provided in a timely manner by Brown County to the well owners and
8 the LMC.

9 In the event that the well monitoring results show that any
10 private water well covered by this section is "contaminated" under
11 the meaning set forth in Section XII ("Testing/Guaranty of Private
12 Off-Site Wells"), Brown County shall proceed as set forth in
13 Section XII.

14 As set forth in the environmental monitoring plan required by
15 NR 507, Wis. Admin. Code, Brown County will maintain and monitor
16 monitoring wells located on the Landfill Site between the limits of
17 the proposed fill area, and the six water wells identified above.
18 The purpose of these wells shall be to provide additional data
19 which may identify potential ground water contamination prior to
20 that contamination reaching the six water wells in question.

21 XII. Testing/Guaranty of Private Off-Site Wells.

22 A. Eligibility.

23 Pursuant to the procedures set forth below, from the effective
24 date of this Agreement and throughout the Term of this Agreement,
25 Brown County shall provide potable water to any residential or
26 commercial property owner and his or her immediate family, or to

1 any occupant and his or her immediate family, who is utilizing the
2 water supply well, where:

3 1. The water supply well of the current or future property
4 owner or occupant is located within one-quarter mile of the
5 Landfill, and

6 2. The water supply well is Contaminated as defined in this
7 Section.

8 B. Definitions.

9 The following definitions apply to this section of this
10 Agreement:

11 1. "Contaminated" or "Contamination":

12 a. for any substance which, as determined in the
13 baseline groundwater quality evaluation conducted by Brown County
14 as set forth in this Section, was not present in a concentration in
15 excess of either the primary maximum contaminant level (MCL) or the
16 enforcement standard (ES) before the Landfill was constructed, the
17 water supply well shall be considered contaminated if:

18 (1) two consecutive samples taken in accordance with
19 Paragraphs E and F show that the water supply well
20 contains one or more of the substances of public health
21 concern which Brown County is required to monitor in its
22 environmental monitoring program as approved by DNR in
23 the Plan of Operation in a concentration which exceeds a
24 primary maximum contaminant level (MCL) promulgated in
25 the national drinking water standards in 40 CFR 141 and
26 143; or

1 (2) two consecutive samples taken in accordance with
2 Paragraphs E and F show that the water supply well
3 contains one or more of the substances of public health
4 concern which Brown County is required to monitor in its
5 environmental monitoring program as approved by DNR in
6 the Plan of Operation in a concentration which exceeds
7 the applicable enforcement standard (ES) under ch. 160,
8 Wis. Stats.; or

9 (3) the water supply well is subject to a written
10 advisory opinion, issued by the Department of Natural
11 Resources, containing a specific descriptive reference to
12 the well and recommending that the well not be used
13 because of potential human health risks, and/or risks to
14 animals (including poultry or livestock).

15 b. for any substance which, as determined in the baseline
16 groundwater quality evaluation conducted by Brown County as
17 set forth in this Section, was present in a concentration in
18 excess of either the primary maximum contaminant level (MCL)
19 or the enforcement standard (ES) before the Landfill was
20 constructed, the water supply well shall be considered
21 contaminated if:

22 two consecutive samples taken in accordance with
23 Paragraphs E and F show that the water supply well
24 contains one or more of the substances of public health
25 concern which Brown County is required to monitor in its
26 environmental program as approved by DNR in the Plan of

1 Operation in a concentration which exceeds the applicable
2 Alternate Potable Water Supply Limit.

3 2. "Temporary Replacement Water Supply" means a supply of
4 potable water of the same quantity as was consumed by humans or
5 animals (including poultry or livestock) from the water supply well
6 immediately before the determination of Contamination, and of a
7 quality fit for human and animal consumption.

8 3. "Permanent Replacement Water Supply" means a supply of
9 potable water of the same quantity as was used or consumed by
10 humans or animals (including poultry or livestock) from the water
11 supply well immediately before the determination of Contamination,
12 and of a quality fit for human and animal use and consumption.

13 4. "Alternate Potable Water Supply Limit" means a
14 groundwater quality concentration expressed as a numerical value
15 calculated as the mean value plus two standard deviations from a
16 data set of no less than eight (8) valid data points. Alternate
17 Potable Water Supply Limits shall be calculated by Brown County for
18 substances of public health concern which are present in
19 concentrations in excess of either the primary maximum contaminant
20 level or the enforcement standard for that substance before the
21 Landfill is constructed, as determined by the baseline groundwater
22 quality evaluation conducted by Brown County as set forth in this
23 section.

C. Indicator, Public Health and Public Welfare Substances.

1. Each water supply well will be sampled by Brown County for the following Indicator, Public Health and Public Welfare Substances:

Indicator	Public Health	Public Welfare
Field pH	Arsenic	Manganese
Field Specific Conductance (@25°C)	Barium	Zinc
Groundwater elevation	Cadmium	
Color - presence	Chromium	
Odor - presence	Copper	
Turbidity - presence	Lead	
Alkalinity	Mercury	
Chloride	Selenium	
Chemical Oxygen Demand	Silver	
Hardness	Antimony	
Ammonia-Nitrogen	Beryllium	
Nitrate + Nitrite (as Nitrogen)	Cobalt	
Sulfate	Nickel	
Boron	Thallium	
Sodium	Vanadium	
Fluoride	VOC (SW846 method 8021 WDNR Landfill List)	

2. Each water supply well will be sampled by Brown County for the listed Indicator Substances and for VOCs on a semi-annual

1 basis. Each water supply well shall also be sampled by Brown
2 County for the Public Health and Public Welfare Substances once
3 annually, concurrent with the semi-annual Indicator Substance
4 sampling.

5 D. Pre-Operation Baseline Groundwater Quality Evaluation.

6 1. Prior to operation of the Landfill, Brown County will
7 obtain a minimum of eight (8) rounds of background water quality
8 data for the substances listed in Paragraph C from each of the
9 following water supply wells, all of which are located within one-
10 quarter mile of the Landfill, for purposes of establishing the
11 baseline groundwater quality condition of each water supply well:

- 12 a. William Clancy property
- 13 b. Phillip Conley property
- 14 c. Edward Gerrits property
- 15 d. Katherine Haen property
- 16 e. Margaret Labs property
- 17 f. Daniel Pleshek property

18 If Brown County is not granted access to the water supply well by
19 the owner to conduct background water quality sampling, Brown
20 County shall have no further obligations under this Section of this
21 Agreement.

22 E. Procedure for Public Health Substances.

23 If a sample from a water supply well within one-quarter mile
24 of the Landfill is collected by the Wisconsin DNR or Brown County
25 as part of the routine detection monitoring in the environmental
26 management plan and indicates suspected Contamination, then:

1 1. Brown County shall attempt to secure a sample from
2 the well within 48 hours of receipt of the information giving rise
3 to the suspicion of Contamination and promptly test the same to
4 confirm the Contamination. If Brown County is unable to obtain the
5 property owner's permission to secure this sample, Brown County
6 shall have no further obligations under this Section of the
7 Agreement, unless and until a subsequent request for access by
8 Brown County is granted by the owner. Brown County shall use its
9 best efforts to obtain a grant of access. If access is denied,
10 Brown County shall promptly inform the LMC in writing, and the LMC
11 shall use its best efforts to obtain a grant of access for Brown
12 County.

13 2. If the results of Brown County's second sample
14 confirm the Contamination, then within 24 hours of confirmation or
15 as soon thereafter as possible, Brown County shall meet with the
16 owner or occupant. At that meeting, Brown County will a. explain
17 the sampling data, and b. ask if the owner or occupant wishes to
18 have the County provide a Temporary Replacement Water Supply to the
19 property. If the owner or occupant elects to have the County
20 provide a Temporary Replacement Water Supply, the County shall do
21 so within 24 hours of being so advised.

22 3. If the results of Brown County's second sample do
23 not confirm the Contamination then no further action shall be
24 required.

25 4. If upon further investigation, including additional
26 testing by Brown County, Brown County receives a written

1 determination by the DNR that the Landfill is not the apparent
2 source of the Contamination then Brown County's obligations to
3 provide potable water will cease.

4 5. In the event the above investigation by the DNR or
5 by Brown County establishes to the satisfaction of DNR that the
6 Landfill is the apparent source of the Contamination, then Brown
7 County shall take appropriate measures to provide a Permanent
8 Replacement Water Supply to that property.

9 6. In the event the DNR concludes that the cause of the
10 Contamination has been eliminated and the water supply well is no
11 longer Contaminated, Brown County may discontinue any obligations
12 to provide a Permanent Replacement Water Supply for that property.

13 F. Procedure for Indicator Substances and Public Welfare
14 Substances.

15 1. If a sample from any of these water supply wells is
16 collected by the Wisconsin DNR, or by Brown County as part of the
17 routine detection monitoring in the environmental management plan,
18 and contains a concentration of an Indicator Substance or a Public
19 Welfare Substance in excess of the applicable Preventive Action
20 Limit (PAL) or Alternate Concentration Limit (ACL), as defined
21 under ch. NR 140, Wis. Admin. Code, Brown County shall attempt to
22 secure a second sample within 48 hours of receipt of the
23 information giving rise to the suspicion of Contamination from the
24 water supply well in question. If Brown County is unable to obtain
25 the property owner's permission to secure this second sample, Brown
26 County shall have no further obligations under this Section of the
27 Agreement, unless and until a subsequent request for access by

1 Brown County is granted by the owner. Brown County shall use its
2 best efforts to obtain a grant of access. If access is denied,
3 Brown County shall promptly inform the LMC in writing, and the LMC
4 shall use its best efforts to obtain a grant of access for Brown
5 County.

6 2. If the second sample again contains a concentration
7 of that Indicator Substance or Public Welfare Substance in excess
8 of the applicable PAL or ACL, the concentration of the Indicator
9 Substance or Public Welfare Substance shall be considered confirmed
10 at that location. If the second sample from the water supply well
11 in question does not contain a concentration of the Indicator
12 Substance or Public Welfare Substance in excess of the applicable
13 PAL or ACL, the concentration of the Indicator Substance or Public
14 Welfare Substance shall be considered not confirmed and no
15 additional investigation shall be required.

16 3. For Indicator Substances or Public Welfare
17 Substances which are confirmed in excess of the applicable PAL or
18 ACL, Brown County shall undertake additional investigation and
19 remediation as required under chs. NR 140 and NR 508, Wis. Admin.
20 Code, as soon as possible.

21 G. If Brown County receives a request from the owner or
22 occupant of a water supply well within one-quarter mile of the
23 Landfill, or from the LMC on behalf of such owner or occupant
24 accompanied by written authorization from the owner or occupant for
25 the LMC to act on his/her behalf, to sample that water supply well
26 on a schedule which is in addition to the routine detection

1 monitoring set forth in the environmental monitoring program, or to
2 sample that water supply well for a substance or substances in
3 addition to the Indicator, Public Health and Public Welfare
4 Substances identified in this Section, the following procedures
5 shall apply:

6 1. Any such request shall include the basis for seeking
7 sampling on a different schedule or for an additional substance(s).

8 2. Such requests shall not be unreasonably denied by
9 the County.

10 3. If the Parties cannot come to an agreement on the
11 request, the matter shall be submitted to a third party neutral
12 environmental engineer acceptable to both Parties. The decision of
13 the third party neutral shall be made within 30 days of referral of
14 the matter to the third party neutral. The decision of the third
15 party neutral shall be determinative. The cost of the third party
16 neutral's services shall be borne equally by the County and the
17 owner, or by the County and the LMC if the LMC is acting on the
18 owner's behalf.

19 4. In the event such additional sample shows suspected
20 Contamination, Brown County shall cooperate with the well owner in
21 investigating whether the Landfill is the source of the
22 Contamination.

23 5. In the event Brown County receives a written
24 determination by the DNR that the Landfill is not the apparent
25 source of the Contamination, then Brown County shall have no
26 obligation to provide potable water to the well owner.

1 H. If Brown County elects to meet its obligations, if any,
2 to provide a Permanent Replacement Water Supply by providing a new
3 water supply well to the property, this new water supply well shall
4 not be constructed by Brown County until written permission is
5 granted by the property owner.

6 I. In the event of a dispute over the Permanent Replacement
7 Water Supply, either party may request non-binding arbitration
8 under Chapter 788, Wis. Stats., or its successor chapter.

9 J. For the Term of this Agreement, Brown County shall assume
10 any and all responsibility of the Town under Section 281.77(4)(b),
11 Wis. Stats., its successor provisions, and any other Wisconsin
12 statutory or regulatory provisions, to provide potable water for
13 those wells covered by this Section of this Agreement.

14 K. The remedies provided within this Section are in addition
15 to, and not in lieu of, any right which any well owner covered by
16 this Section may have under law or equity.

17 XIII. Provision of Emergency Services.

18 Brown County is served by the Brown County Hazmat Team,
19 composed of members of local fire departments and the County
20 Sheriff's Department. The Hazmat Team is expected to respond to
21 any emergency situations at the Landfill Site involving hazardous
22 chemicals, liquid or gas spills or releases. The Brown County
23 Sheriff's Department provides police protection to the Town,
24 including the Landfill Site.

25 Brown County will reimburse the Town for the provision of fire
26 protection and other emergency services at the Landfill Site in the

1 following fashion: the Town shall charge Brown County the same fee
2 it charges any other resident of the Town for equivalent services
3 and shall submit those charges to Brown County in the same manner
4 as presented to any other resident of the Town.

5 Brown County shall be responsible to clean up any discharges
6 of waste which occur within the Town's borders on any County Trunk
7 Highway, State Highway, or any Town road designated by the Town
8 under the authority of s. 60.54, Stats., as appropriate for
9 transportation of waste to the Landfill, from any vehicle which is
10 transporting waste to or from the Landfill, and from any vehicle
11 which discharges leachate or other non-waste material (e.g., soil),
12 being transported to or from the Landfill.

13 This Agreement does not create an obligation, duty or
14 responsibility of the Town to Brown County to acquire or supply any
15 additional or specialized machinery or equipment to be used for or
16 provided for the above noted occurrences or for any other emergency
17 or occurrence at the Landfill Site, or arising from transport of
18 waste to the Landfill Site.

19 This Agreement does not create an obligation, duty or
20 responsibility of the Town to Brown County to employ or retain any
21 additional or specialized personnel to be used for or provided for
22 the above noted occurrences or for any other emergency or
23 occurrence at the Landfill Site, or arising from transport of waste
24 to the Landfill Site.

1 XIV. Hazards Notice.

2 Brown County, for the Term of this Agreement, shall make
3 reasonable efforts to orally notify the Town Clerk and the LMC as
4 soon as possible, but in no event later than twenty-four (24) hours
5 of the receipt of information by Brown County, of any known hazards
6 or dangers at the Landfill, including, but not limited to: fires,
7 explosions, or similar dangers or hazards to the public health or
8 safety or to the natural resources in the Town. In the event any
9 such hazard or danger is not also reported to DNR and,
10 consequently, a copy of that report is not provided to the LMC
11 pursuant to Section II of this Agreement, then within fifteen (15)
12 business days of the receipt of information regarding the above-
13 noted hazards or dangers, Brown County shall file a written report
14 with the Town Clerk and the LMC describing in detail the specific
15 hazard or occurrence, any known damages to persons or property and
16 any actions taken or to be taken by Brown County, its officers, its
17 employees, or its agents.

18 XV. Use of Site After Closure.

19 Brown County, from the date of final closure and extending
20 until the longer of either: (a) forty (40) years after final
21 closure; or (b) the period of time imposed by any applicable
22 Wisconsin statute or administrative rule, now or hereafter in
23 effect, for the long-term care of the Landfill; shall establish the
24 Closed Active Fill Area(s) as an open green space, nature
25 conservancy, or other passive recreational use as approved by DNR
26 in the Plan of Operation. The uses, and activities and operation

1 at the Closed Active Fill Area(s) shall be consistent with
2 maintaining the long-term environmental stability and physical
3 integrity of the Closed Active Fill Area(s) as may be required by
4 the DNR.

5 XVI. Indemnification Against Claims by Third Parties.

6 A. Brown County, from the effective date of this Agreement
7 and in perpetuity, shall indemnify, hold harmless, support and
8 defend the Town, its officers, employees, agents, the Local
9 Landfill Negotiating Committee members appointed under sec.
10 144.445, Wis. Stats. [renumbered § 289.33, Wis. Stats.], and the
11 Local Monitoring Committee Members ("Indemnified Parties" when
12 referred to collectively or "Indemnified Party" when referred to
13 individually) from any and all liability, loss, cost, expenses
14 (including but not limited to costs of defense, reasonable
15 attorneys fees, Removal Action costs and Remedial Action costs),
16 interest and damages (collectively referred to as "Losses") that it
17 or they might suffer, become liable for or pay out to another as a
18 result of any claim, demand, suit, action or right of action (in
19 law or equity) arising out of, related or otherwise connected to
20 the design, construction, operation, closure or maintenance of the
21 Landfill, and/or the execution of this Agreement, including but not
22 limited to any: 1. Losses arising under environmental laws such as
23 CERCLA, (42 U.S.C. § 9601, et. seq.,) or similar state laws; 2.
24 Losses arising from an act or omission, negligent or otherwise, of
25 an Indemnified Party (including any Losses arising out of an act or
26 omission of an Indemnified Party related to negotiation of this

1 Agreement); 3. Losses arising out of an act or omission, negligent
2 or otherwise, of Brown County or its agents in connection with the
3 Landfill.

4 B. Except as provided below, the above-noted provision shall
5 include full reimbursement to an Indemnified Party by Brown County
6 of the legal fees and the legal costs of any legal defense by the
7 Indemnified Party.

8 C. Notwithstanding the language above, Brown County need not
9 indemnify an Indemnified Party wherein it is found by a court of
10 competent jurisdiction that the injury or damage was the result of
11 the intentional, wanton or willful acts of the Indemnified Party.

12 D. All claims for indemnification by an Indemnified Party
13 shall be asserted and resolved as follows:

14 1. In the event that any claim or demand for which
15 Brown County would be liable hereunder is asserted against or
16 sought to be collected from an Indemnified Party by a third party,
17 the Indemnified Party shall promptly notify Brown County in writing
18 of such claim or demand, specifying the nature of such claim or
19 demand and the amount of the estimated amount thereof to the extent
20 then feasible (which estimate shall not be conclusive of the final
21 amount of such claim and demand). This written notification shall
22 be referred to as the "Claim Notice". Brown County shall have
23 thirty (30) days from the time the Claim Notice is post-marked or
24 such shorter time as may be reasonably required under the
25 circumstances (the "Notice Period") to notify the Indemnified
26 Party:

1 a. whether or not the liability of Brown County
2 to such party hereunder with respect to such
3 claim or demand is disputed, and

4 b. whether or not Brown County desires at its
5 sole cost and expense to defend the
6 Indemnified Party against such claim or
7 demand.

8 2. In the event that Brown County notifies Indemnified
9 Party within the Notice Period of its desire to defend the
10 Indemnified Party against such claim or demand, except as
11 hereinafter provided, Brown County shall, in its reasonable
12 discretion, have the right to defend by appropriate proceedings,
13 which proceedings shall be promptly settled or prosecuted by it to
14 a final conclusion. To the extent that a defense against any such
15 claim or demand or any portion thereof is finally unsuccessful, it
16 shall conclusively be deemed an indemnification obligation of Brown
17 County. If the Indemnified Party desires to participate in any
18 such defense or settlement it may do so at its sole cost and
19 expense, but it may not exercise control over the proceedings.

20 3. If Brown County elects not to defend the Indemnified
21 Party against any claim or demand, whether or not giving the
22 Indemnified Party timely notice as provided above or otherwise,
23 then the Indemnified Party shall defend such claim and shall use
24 the procedures under Paragraph 4 if it chooses to challenge Brown
25 County's decision not to defend. In the event Indemnified Party
26 prevails in a challenge of Brown County's election, then the

1 Indemnified Party's costs and expenses shall be deemed an
2 indemnification obligation of Brown County.

3 4. Disputes regarding the liability of Brown County to
4 Indemnified Parties under this section shall be resolved by
5 arbitration in accordance with the rules of the American
6 Arbitration Association and in accordance with Chapter 788, Wis.
7 Stats., or its successor chapter. Judgment upon the award rendered
8 by the arbitrators may be entered in any court in the State of
9 Wisconsin having competent jurisdiction. The loser in arbitration
10 shall be responsible for any reasonable attorney's fees and legal
11 costs of the other party or parties up to, but not to exceed, a
12 total of Five Thousand Dollars (\$5,000). While awaiting resolution
13 of such disputes, costs incurred from any action taken by a party
14 to protect its interests or any loss suffered due to inaction may
15 be the subject of a claim brought before the arbitration panel
16 handling the dispute as to liability.

17 5. Except as to claims by Indemnified Parties pursuant
18 to this Agreement, this Agreement does not, and is not, in any way
19 intended to abrogate any of the procedural requirements nor waive
20 any of the protections afforded a municipality by statute,
21 including those established by § 893.80, Wis. Stats.

22 6. Notwithstanding any of the foregoing language, Brown
23 County's obligations under this Section of this Agreement shall
24 terminate in the event Brown County transfers ownership of the
25 Landfill as provided in Section I.A., and shall become the
26 obligations of the successor owner or assignee.

1 XVII. Legal Actions.

2 A. Enforcement of This Agreement.

3 1. The terms of this Agreement may be enforced by the
4 Town of Holland, acting through the Town Board, and by Brown
5 County, acting through the Brown County Solid Waste Management
6 Board or the Brown County Board of Supervisors. Both parties
7 retain all rights to assert any defenses they may have.

8 2. Prior to commencing any court action against Brown
9 County, the Town shall give Brown County ten (10) days' written
10 notice of any noncompliance by Brown County which the Town alleges
11 or considers to be in default under this Agreement. Brown County
12 shall have the right to cure such default or violation within the
13 ten (10) day period, or within such time as the parties may agree.
14 If such default or violation is not cured, the Town will be
15 entitled to seek such equitable or other relief as it may deem
16 appropriate.

17 3. Prior to commencing any court action against the Town
18 of Holland, Brown County shall give the Town ten (10) days' written
19 notice of any noncompliance by the Town which Brown County alleges
20 or considers to be in default under this Agreement. The Town shall
21 have the right to cure such default or violation within the ten
22 (10) day period, or within such time as the parties may agree. If
23 such default or violation is not cured, Brown County will be
24 entitled to seek such equitable or other relief as it may deem
25 appropriate.

1 4. The prevailing party in any such action shall be
2 awarded by the court its reasonable attorneys' fees, its reasonable
3 experts' fees, and any other reasonable legal costs.

4 5. The Parties to this Agreement understand that the
5 Town of Holland and Brown County each has certain duties and
6 responsibilities for the health and welfare of its citizens, as
7 well as duties to enforce its laws and ordinances, and that said
8 duties and responsibilities cannot be waived or abrogated by the
9 Town or the County. By entering into this Agreement, the Town and
10 the County: a. specifically reserve any rights and remedies they
11 may have under federal or state statutory or common law or equity
12 to protect the health and welfare of their citizens, subject to the
13 notice provisions of Paragraphs 2 and 3; and b. specifically
14 reserve any lawful authority either party may have to enforce its
15 own laws and ordinances against the other, except insofar as such
16 Town or County law, ordinance or the application of the same would
17 be inconsistent with the express terms of this Agreement.

18 B. Administrative Action.

19 For the Term of this Agreement, the Town, either acting
20 on its own or upon the recommendation of the Local Monitoring
21 Committee, notwithstanding any other provisions of this Agreement,
22 may petition the Department of Natural Resources under § 289.92,
23 Wis. Stats., or its successor provisions, to initiate action by the
24 DNR against Brown County for a violation or alleged violation by
25 Brown County of any rule promulgated or special order, plan
26 approval, license or any term or other condition of a license

1 established by or issued by DNR wherein any such violation or
2 alleged violation is related to or associated with the Landfill.
3 Brown County retains the right to assert any defense it may have
4 related to any petition(s).

5 XVIII. One-Time Lump Sum Payment of Town Expenses Relating to
6 Siting of Landfill.

7 Brown County shall pay the Town a one-time lump sum of
8 \$350,000 to cover any and all legal, engineering, other expert
9 advice costs and additional municipal expenses incurred by the Town
10 of Holland in the siting and negotiation process as established in
11 Chapter 289, Wis. Stats., for the period up to and including the
12 execution of this Agreement. The Town acknowledges that it has
13 previously received \$10,000 from Brown County as partial payment of
14 such costs and expenses. Brown County shall provide payment of the
15 remaining \$340,000 within thirty (30) days of receipt of a
16 statement from the Town verifying that it has incurred costs and
17 expenses of that amount. The Parties agree that this \$340,000
18 payment resolves in full any and all claims the Town, its
19 representatives and/or agents may have to recover any such costs
20 and expenses from Brown County, its representatives and/or agents.

21 XIX. Compensation to Town of Holland.

22 A. Advance Direct Payment.

23 Brown County agrees to provide an Advance Payment to the
24 Town of \$200,000 to be credited against the Direct Payments which
25 will be paid once the Landfill begins receiving waste as described
26 in Paragraph B below. This Advance Payment will be made as
27 follows:

1. within 60 days of the execution of this Agreement by both Parties, Brown County will make an initial payment of \$50,000 to the Town;
2. by December 31, 1999, the County will make a second payment of \$50,000;
3. by July 1, 2000, the County will make a third payment of \$50,000; and
4. by December 31, 2000, the County will make a fourth and final payment of \$50,000.

Brown County will apply the \$200,000 Advance Payment credit against the Direct Payments by making a pro-rata reduction of \$50,000 in each of the first four quarterly Direct Payments due under this Agreement.

B. Direct Payment.

In consideration for the Town serving as host municipality, and in consideration of all other matters as set forth in this Agreement, Brown County shall pay to the Town a Direct Payment for each calendar year that the Landfill is open for general operation and receiving waste for disposal. The Direct Payment shall be calculated by multiplying the Base Rate or Adjusted Base Rate for the appropriate calendar year times the number of tons of waste disposed in the Landfill during that calendar year.

The Base Rate shall be One and 50/100 Dollars (\$1.50) per ton in the year 2001, regardless of whether the Landfill is open for general operation and receiving waste for disposal in that year. Thereafter, the Base Rate of \$1.50 per ton shall be adjusted to the

1 CPI ("Adjusted to the CPI") to produce the Adjusted Base Rate for
2 each successive calendar year as follows:

- 3 1. On January 1 of the year 2002, the Base Rate of \$1.50
4 shall be multiplied by the inflation index for year 2001;
- 5 2. the product of that multiplication shall be added to the
6 Base Rate of \$1.50 to produce the Adjusted Base Rate for
7 2002;
- 8 3. for each subsequent calendar year, on January 1 the
9 Adjusted Base Rate for the preceding calendar year will
10 be multiplied by the inflation index for the preceding
11 year, and the product added to the preceding calendar
12 year's Adjusted Base Rate to determine the Adjusted Base
13 Rate for the current calendar year.

14 The term "inflation index" for a given year means the
15 percentage change in the Consumer Price Index which has occurred
16 between June of that calendar year and June of the previous
17 calendar year. For example, the inflation index for year 2001 will
18 be the percentage change in the Consumer Price Index which occurs
19 between June 2000 and June 2001; that inflation index shall be
20 multiplied by the Base Rate of \$1.50/ton to produce the amount of
21 change in the Adjusted Base Rate for calendar year 2002; adding
22 that change to the 2001 Base Rate (\$1.50/ton) gives the Adjusted
23 Base Rate for calendar year 2002. The calculation is performed as
24 set forth on Exhibit F.

25 For purposes of the Adjustment to the CPI under this
26 Agreement, the CPI shall be understood to be the U.S. Department of

1 Labor, Bureau of Statistics, Consumer Price Index for All Urban
2 Consumers, Midwest Region.

3 In the event the Landfill is not open for general operation
4 and receiving waste for disposal by December 31, 2001, beginning in
5 2002 Brown County shall make an annual payment to the Town of
6 \$6,525 which is intended to compensate the Town for its loss of the
7 property taxes which would be due on the Landfill Site if it were
8 not in County ownership. Any such annual payment shall be pro-
9 rated for the calendar year in which the Landfill does open for
10 general operation and receipt of waste for disposal, and shall
11 thereafter cease to be an obligation of the County for any
12 succeeding years.

13 No Direct Payment shall be paid for waste received free of
14 charge (as set forth in Section XIX.D).

15 Direct Payments to the Town shall be made on a quarterly
16 basis, with payments due on or before the thirtieth (30th) day of
17 the month following the end of a given quarter. For the purposes
18 of this Agreement, quarters shall be on a calendar year basis, and
19 shall be composed of the months of January through March, April
20 through June, July through September, and October through December.

21 The total annual Direct Payment shall be the higher of: (1)
22 the Base Rate of \$1.50 per ton, Adjusted to the CPI, times the
23 total number of tons of waste disposed in the Landfill during that
24 calendar year; or (2) \$400,000. The quarterly Direct Payments for
25 each of the first three quarters of any calendar year shall be
26 calculated by multiplying the appropriate Base Rate or Adjusted

1 Base Rate times the number of tons of waste disposed in the
2 Landfill during that quarter. Any adjustment necessary to assure
3 that the total annual Direct Payment for a given year is at least
4 \$400,000 shall be added to the fourth quarterly payment due for
5 that calendar year.

6 In the event that during the first and/or last calendar year
7 of operation the Landfill is open for general operation and
8 receiving waste for disposal for only a portion of the calendar
9 year, the minimum total annual Direct Payment due for that calendar
10 year shall be pro-rated to reflect the number of months or portions
11 thereof during which waste is disposed in the Landfill.

12 Brown County shall submit to the Town Clerk detailed
13 statements pertaining to the waste disposed in the Landfill during
14 each quarter, breaking down such waste as to the types of waste and
15 tonnage per type of waste per quarter. The report for the fourth
16 quarter of each calendar year shall also summarize the above
17 information for that entire year.

18 Any payment that is received thirty (30) days or more late
19 shall accrue interest at the rate of one and one-half (1-1/2%)
20 percent per month. Such late payment interest charges shall be
21 calculated on a daily basis and shall be compounded on a monthly
22 basis until fully paid.

23 Brown County shall provide to the Town the annual report
24 submitted to the DNR pertaining to the recording and documentation
25 of the waste disposed in the Landfill. In addition, the Town may
26 inspect the originals of such documentation, the daily records upon

1 which such summaries are based, the County's billing records,
2 and/or the County's financial audits, upon reasonable prior notice.

3 If, at any time, the Town so desires, it may retain an
4 independent expert to verify Brown County's reported tonnage to the
5 Town. Such expert may verify the accuracy of Brown County's
6 Landfill scale, but shall not use volume computations multiplied by
7 an assumed refuse density to verify such tonnage.

8 The Town shall pay all costs of retaining the expert unless
9 such independent expert's computations reveal that Brown County's
10 reported tonnage to the Town has been understated by five percent
11 (5%) or greater. If so understated, the costs of such computations
12 shall be borne by Brown County and Brown County shall pay the costs
13 of such independent expert within thirty (30) days after
14 presentation of such bill and the report of such error.

15 If Brown County has understated the amount disposed, the
16 difference shall be paid to the Town within thirty (30) days of
17 receipt of the expert's results at the rate applicable at the time
18 such payments are received by the Town. If Brown County has
19 overstated the amount disposed, Brown County shall receive a credit
20 toward its future Direct Payments provided for in this Section
21 XIX.B.

22 C. Fee for Out-of-County Waste:

23 For purposes of this Agreement, waste which is generated
24 within Brown County or within those portions of the Oneida Tribe of
25 Indians' lands which border Brown County but are actually located
26 in Outagamie County shall be considered "In-County Waste". Waste

1 generated in any other location shall be considered "Out-of-County
2 Waste". PCB-Impacted Sediments, whether originating from within
3 Brown County or outside of Brown County, do not fall within the
4 definitions of "In-County Waste" or "Out-of-County Waste". Rather,
5 PCB-Impacted Sediments are governed by Section VIII.D. of this
6 Agreement.

7 The Parties agree that in the event Brown County
8 determines to accept Out-of-County Waste at the Landfill as
9 provided in Section VIII. B. of this Agreement, Brown County shall,
10 in its sole discretion, determine the fee it charges for disposal
11 of any Out-of-County Waste. In the event Brown County charges a
12 fee for disposal of Out-of-County Waste which is greater than that
13 which it charges for disposal of In-County Waste of the same
14 nature, 50% of the difference between the In-County Waste disposal
15 fee and the Out-of-County Waste disposal fee shall be paid to the
16 Town. This payment shall be in addition to the Base Rate of
17 \$1.50/ton Adjusted to the CPI, as provided for under Sec. XIX.B.

18 D. Disposal of Town Residents' Residential, Agricultural and
19 Commercial Waste.

20 1. Brown County shall provide access to the residents
21 of the Town for the purpose of disposal of their residential waste
22 and acceptable waste generated from agricultural operations (as
23 described below) located in the Town of Holland, in the following
24 fashion: the Town shall collect the residential and acceptable
25 agricultural waste and transport it to the Landfill on a set day
26 each week (or on set days if more than one day per week is
27 necessary) during normal hours of operation. All costs of

1 collection and transportation will be borne by the Town. The
2 County will weigh such waste prior to disposal at the Landfill.
3 The Town shall not be charged a fee for disposal of such waste, and
4 the County shall deduct the weight of this waste so received and
5 disposed from the tonnage calculations used for purposes of
6 determining the Direct Payments due to the Town under Section
7 XIX.B.

8 "Acceptable waste generated from agricultural operations"
9 or "acceptable agricultural waste" shall exclude agricultural waste
10 which can be spread or otherwise disposed on land, animal
11 carcasses, manure, crops, feed or fertilizer products, and farm
12 machinery.

13 2. Upon advance notice to and approval by (such
14 approval not to be unreasonably withheld) the Certified Site
15 Operator, Certified Facility Manager or other Landfill personnel
16 designated by Brown County, the Town of Holland shall be permitted
17 to transport construction or demolition debris relating to
18 structures on residential or agricultural property located in the
19 Town of Holland to the Landfill for disposal. If requested to do
20 so by the Town, the Certified Site Operator, Certified Facility
21 Manager or other Landfill personnel designated by Brown County may
22 authorize such construction or demolition debris to be transported
23 to the Landfill by the owner of the residential or agricultural
24 property, rather than by the Town. Disposal of such waste shall
25 take place during regular operating hours, and shall be subject to
26 the Landfill's normal operating rules and requirements. Such waste

1 shall not be subject to a disposal fee. The County shall deduct
2 the weight of this waste so received and disposed from the tonnage
3 calculations used for purposes of determining the Direct Payments
4 due the Town under Section XIX.B.

5 3. The provisions of Paragraphs 1 and 2 shall also
6 apply to waste from all commercial entities existing in the Town of
7 Holland as of the date of execution of this Agreement, and any
8 commercial entity which, as of the date of execution of this
9 Agreement, has informed the Town Board or the Town Zoning
10 Administrator, of its intent to locate its operations in the Town
11 of Holland. **Exhibit G** is a listing of these existing and planned
12 commercial entities in the Town of Holland. A change in ownership
13 of any commercial entity listed in **Exhibit G** shall have no impact
14 on the application of the provisions of Paragraphs 1 or 2 to that
15 commercial entity.

16 4. Any commercial entity which does not appear in the
17 list in **Exhibit G** shall be subject to the applicable waste disposal
18 fee at the Landfill. The Town shall have the sole discretion to
19 arrange and pay for all costs of collection, transportation and
20 disposal of waste covered by this Paragraph 4; nothing in this
21 Agreement creates an obligation on the part of the Town to do so.
22 If the Town chooses to arrange and pay for the costs of collection,
23 transportation and disposal of waste covered by this Paragraph 4,
24 the Town and the County shall work together to develop a mutually
25 agreeable method to accurately determine the weight of this waste,
26 for waste disposal payment purposes. Waste covered by this

1 Paragraph 4 shall not be deducted from the tonnage calculations
2 used for purposes of determining the Direct Payments due the Town
3 under Section XIX.B.

4 5. Items prohibited by state law for disposal at a
5 solid waste landfill, or prohibited for disposal at the Landfill by
6 the terms of this Agreement, or otherwise prohibited by Brown
7 County for disposal at the Landfill by any Landfill user shall be
8 excluded from this Section XIX.D.

9 6. It is understood that the Town may contract with a
10 collection and transportation contractor, rather than collect and
11 transport the waste described in this Section XIX.D. itself. In
12 that event, the Town shall utilize a single such collection and
13 transportation contractor and shall inform Brown County of the name
14 and address of the contractor. Upon request, the Town shall
15 provide Brown County with a copy of the contract, information
16 regarding collection routes, billing information, and such other
17 information which the County may deem necessary to assure that the
18 Town's contractor is complying with the terms of this Section
19 XIX.D. The Town shall monitor the contractor to assure compliance
20 with the requirements of this Section XIX.D.

21 7. The Town shall assure that any delivery of waste
22 brought by either the Town or its contractor for disposal at the
23 Landfill under the provisions of this Sec. XIX.D. shall consist
24 only of waste which is eligible for disposal free of charge and
25 otherwise in compliance with the requirements of this Section
26 XIX.D.

1 8. If at any time the County determines that a delivery
2 of waste brought to the Landfill does not meet the requirements of
3 this Section XIX.D. it may reject that delivery.

4 **XX. Compensation to Area Residents.**

5 **A. Adjacent Property Owners.**

6 The Parties to this Agreement have agreed that a portion
7 of the Direct Payment to the Town described in Section XIX.B., and
8 a portion of the payment to the Town in the event of PCB-Impacted
9 Sediment disposal at the Landfill described in Section VIII.D.,
10 shall be provided by Brown County as compensation to certain
11 property owners listed below for any and all adverse
12 impacts--including, but not limited to, noise, dust, odors,
13 traffic, loss of value, use and/or enjoyment of property--which may
14 result from the siting, construction, operation and/or closure of
15 the Landfill.

16 This compensation shall be paid annually, during the
17 active site life of the Landfill, and shall be twenty (20) percent
18 of the Direct Payment due for waste disposed in the Landfill (thus
19 reducing the Town's share to eighty (80) percent of the Direct
20 Payment due for waste disposed in the Landfill). In the event PCB-
21 Impacted Sediments are accepted for disposal at the Landfill, as
22 described in Section VIII.D., the payment to the Town described in
23 Section VIII.D.6. shall be distributed as follows: eighty-five
24 percent (85%) to the Town, and fifteen percent (15%) to the
25 property owners listed below. The allocation to these listed
26 property owners, from either the Direct Payment and/or the PCB-

1 Impacted Sediment Payment, shall be referred to as the "Property
2 Owners' Portion".

3 The Property Owners' Portion shall be allocated among the
4 following property owners:

5 PROPERTY OWNERS

6 Mr. and Mrs. Edward Gerrits
7 7610 St. Pats Church Road
8 Greenleaf, WI 54126
9 [Parcels HL-365, HL-366, HL-366-1]

10 Mr. and Mrs. Philip Conley
11 7310 Old Highway 57
12 Greenleaf, WI 54126
13 [Parcel HL-363-1]

14 Mrs. Margaret Labs
15 1239 Lamers-Clancy Road
16 Greenleaf, WI 54126
17 [Parcel HL-362-1]

18 Mr. and Mrs. Dan Pleshek
19 1252 Lamers-Clancy Road
20 Greenleaf, WI 54126
21 [Parcel HL-368-1]

22 Mrs. Katherine Haen
23 1260 Lamers-Clancy Road
24 Greenleaf, WI 54126
25 [Parcel HL-372]

26 Mr. and Mrs. William and Shirley Clancy
27 7226 Old Highway 57
28 Greenleaf, WI 54126
29 [Parcels HL-350, HL-353, HL-337, HL-341, HL-342]

30 Mr. Darwin Schmaltz
31 N2454 Ranch View Road
32 Appleton, WI 54915
33 [Parcels HL-355 and HL-356]

34 Mr. and Mrs. Gordon and Delores Griepentrop
35 6623 Morrison Road
36 DePere, WI 54115
37 [Parcel HL-359]

1 Wiese Brothers/Greenleaf Acres
2 7043 Bunker Hill Road
3 Greenleaf, WI 54126
4 [Parcels W-381, W-382, W-387, W-388]

5 Mr. and Mrs. Peter and Paula Huettenbach
6 1081 Lamers-Clancy Road
7 Greenleaf, WI 54126
8 [Parcel HL-16-1]

9 Mr. Ed Borneman
10 1022 Lamers-Clancy Road
11 Greenleaf, WI 54126
12 [Parcel HL-361]

13 Mr. and Mrs. David and Patti Siebert
14 7449 Van De Wettering Road
15 Greenleaf, WI 54126
16 [Parcel HL-373]

17 Ms. Luann DeGroot
18 1114 Lamers-Clancy Road
19 Greenleaf, WI 54126
20 [Parcels HL-373-1, HL-373-2, HL-373-3]

21 Mr. and Mrs. David and Grace Hiltunen
22 7059 Elmro Road
23 Greenleaf, WI 54126-9752
24 [Parcel W-381-1]

25 Mr. and Mrs. Lyle and Martha Schmidt
26 7088 Old 57 Road
27 Greenleaf, WI 54126-9748
28 [Parcel W-388-1]

29 The parcels of land covered by this Section are limited
30 to those identified on the map in **Exhibit H**.

31 The Property Owners' Portion shall be allocated among the
32 above property owners by the Town in the manner and by using the
33 criteria set forth in **Exhibit I**.

34 Once the Town determines how the Property Owners' Portion
35 will be allocated among the eligible property owners, it shall
36 advise the County. Thereafter, upon execution by the property
37 owner of the Waiver and Release of Claims attached as **Exhibit J**,

1 the County shall forward an individual check to each eligible
2 property owner for the appropriate share of the Property Owners'
3 Portion. These individual checks will be forwarded annually in
4 conjunction with the fourth quarterly Direct Payment to the Town,
5 which is due no later than January 30 for the preceding calendar
6 year. To enable the County to forward these individual checks in
7 a timely manner each year, the Town shall provide the County with
8 the names and addresses of the eligible property owners by January
9 10 of each year.

10 The benefits of this Section shall run with the land and
11 shall be applicable to owners of record as of the date of execution
12 of this Agreement, their heirs, successors and assigns during the
13 active site life of the Landfill.

14 **B. Property Value Protection for Residential/Farm Property.**

15 In consideration of the potential adverse impact that the
16 Landfill may have on neighboring properties, Brown County agrees to
17 provide fair market value protection ("Value Protection") to
18 eligible property owners for eligible properties. Brown County
19 shall provide Value Protection to each Property Owner listed on
20 Exhibit K for the Properties identified on Exhibit K, as set forth
21 below. For purposes of this Agreement, the term Property means the
22 individual tax parcel or parcels listed under the heading
23 "Property" on Exhibit K.

1 1. Eligibility

2 a. Each Property Owner listed on Exhibit K may
3 seek Value Protection for a Property listed on Exhibit K which
4 he/she owns, subject to the following numerical limitations:

- 5 (1) a Property Owner who owns one tax parcel
6 may seek Value Protection for that tax
7 parcel;
- 8 (2) a Property Owner who owns two or three
9 tax parcels may seek Value Protection for
10 two of those tax parcels;
- 11 (3) a Property Owner who owns four or five
12 tax parcels may seek Value Protection for
13 three of those tax parcels;
- 14 (4) a Property Owner who owns six or seven
15 tax parcels may seek Value Protection for
16 four of those tax parcels;
- 17 (5) a Property Owner who owns eight or nine
18 tax parcels may seek Value Protection for
19 five of those tax parcels;
- 20 (6) a Property Owner who owns ten or eleven
21 tax parcels may seek Value Protection for
22 six of those tax parcels;
- 23 (7) a Property Owner who owns twelve or more
24 tax parcels may seek Value Protection for
25 seven of those tax parcels.

1 b. In the event a Property Owner wishes to sell a
2 tax parcel(s) which would be eligible for Value Protection in a
3 unit with other tax parcel(s) which is/are not eligible for Value
4 Protection under the numerical limitations set forth above, the
5 following shall apply:

6 (1) the Property Owner shall notify Brown
7 County which tax parcel(s) it seeks Value
8 Protection for (Value Protected Tax
9 Parcel(s));

10 (2) the costs of any appraisal(s) and any
11 reduction in fair market value shall be
12 established for the Value Protected Tax
13 Parcel(s) separately from the other(s) in
14 the unit being sold.

15 c. In the event a Property Owner wishes to
16 exercise the opt out election set forth in Paragraph 2.f. below for
17 a tax parcel(s) which would be eligible for Value Protection but
18 which is/are being sold in a unit with other tax parcel(s) which
19 is/are not eligible for Value Protection under the numerical
20 limitations set forth above, the following shall apply:

21 (1) the Property Owner shall notify Brown
22 County which tax parcel(s) it seeks Value
23 Protection for (Value Protected Tax
24 Parcel(s)) at the same time the Property
25 Owner notifies Brown County of his or her
26 intent to offer the Property for sale;

1 (2) the sale price(s) of the Value Protected
2 Tax Parcel(s) shall be established
3 separately from the other(s) in the unit
4 being sold;

5 (3) within 10 days after closing, the
6 Property Owner shall provide Brown County
7 with documentation confirming the sale
8 price(s) for the Value Protected Tax
9 Parcel(s).

10 d. The Property Owner shall select which
11 Property/ies to seek Value Protection for, as set forth in
12 Paragraphs 1.a.-c. above. The County shall have no obligation to
13 provide Value Protection or compensation of any kind with respect
14 to any other Property/ies owned by the Property Owner.

15 2. Administration

16 The program shall be administered as follows:

17 a. (1) To be eligible for Value Protection under
18 this Section, the Property Owner must place the Property on the
19 market with a real estate broker licensed under the laws of the
20 State of Wisconsin. If Value Protection is involved, prior to such
21 time as the Property is offered for sale, the Property Owner must
22 provide Brown County in writing the name of the broker with which
23 such real estate is listed and proposed terms of sale. Brown
24 County promptly shall then cause the Property to be appraised under
25 Paragraph 2.b. below at its fair market value both (a) as of the
26 day of the appraisal and (b) as of that day but making the sole

1 additional assumption that the Landfill is not present. The
2 difference between the two values, which solely represents the
3 adverse impact on property values, if any, caused by the presence
4 of the Landfill, shall equal the "reduction in fair market" value
5 of the Property. The real estate appraiser hired by Brown County
6 shall be a state-certified general appraiser with expertise, if
7 possible, in landfill related matters, and shall work independently
8 of Brown County.

9 (2) Upon its completion, Brown County shall
10 make known the result of the appraisal to the Property Owner. In
11 the event the Property Owner disagrees with the valuation arrived
12 at, he or she shall have a right to obtain an appraisal valuing the
13 Property in the same manner as it was valued by the appraiser for
14 Brown County. Any appraiser retained by the Property Owner shall
15 be a state-certified general appraiser with expertise, if possible,
16 in landfill related matters, and shall work independently of the
17 Property Owner.

18 b. Computation of Fair Market Value. For purposes
19 of Paragraphs 2.a. and 2.d.(1)-(4), "fair market value" means the
20 value of the Property as if no Landfill were constructed on the
21 Landfill Site. Fair market value shall be established as follows:
22 (1) by a single appraiser under Paragraph 2.a if the results are
23 acceptable to both parties or (2) by agreement between the two
24 appraisers retained under Paragraph 2.a. If the two appraisers
25 retained under Paragraph 2.a do not agree, and there is not more
26 than a ten percent (10%) difference in their appraisals, fair

1 market value shall equal three-quarters (3/4) of the difference
2 plus base. However, if there is more than a ten percent (10%)
3 difference in their appraisals, the two appraisers shall promptly
4 pick a third appraiser who shall act as a review appraiser and
5 shall arrive at a determination of fair market value. That
6 determination shall be final and binding on the parties.

7 c. Costs of Appraisals

8 The costs of the appraisals under this Section XX.

9 B. shall be paid as follows:

10 during the active site life of the Landfill and
11 through five (5) years after closure, the County
12 shall pay the cost of the first appraisal, the
13 Property Owner and the County shall share equally
14 the cost of the second appraisal, and the Property
15 Owner and the County shall share equally the cost
16 of the third appraisal, if one is required.

17 d. Any Property affected by this Section shall
18 continue to be exposed for sale until:

19 (1) The Property Owner sells it at or above
20 the fair market value price, in which case no payment shall be made
21 by Brown County;

22 (2) The Property Owner receives an arm's
23 length written offer which is less than the fair market value. The
24 Property Owner shall notify Brown County of the offer in writing
25 and Brown County may elect to (a) purchase the Property at the fair
26 market value, or (b) permit the Property Owner to accept the offer

1 and then pay the Property Owner the difference between the sale
2 price and the fair market value as determined under Paragraph 2.b.
3 less \$3 per \$1000 of the difference representing Wisconsin real
4 estate transfer fee savings, and less six percent (6%) of the
5 difference representing broker's commission savings. In any event,
6 this subsection shall not apply unless the Property has been on the
7 market for at least ninety (90) days. However, the 90-day
8 requirement can be waived by Brown County in its sole discretion;

9 (3) At least 180 days expire from the time the
10 Property has been continuously exposed to the market for sale and
11 no offers of purchase have been received. At that time, Brown
12 County shall offer either (a) to make a one-time payment equal to
13 the reduction in fair market value of the Property, or (b) to
14 purchase the Property at its fair market value (without the
15 Landfill present). Brown County shall not be obligated to purchase
16 the Property. The Property Owner shall not be obligated to accept
17 an offer by Brown County to make a one-time payment equal to the
18 reduction in fair market value of the Property. Instead, the
19 Property Owner may continue to offer the Property for sale. If and
20 when the Property Owner receives an arm's length written offer,
21 then either Paragraph 2.d.(1) or 2.d.(2) shall apply. If the
22 Property Owner receives no written offer, the Property Owner may
23 notify Brown County that the Property Owner chooses to accept a
24 one-time payment by Brown County equal to the reduction in fair
25 market value of the Property. Brown County shall then pay that
26 amount to the Property Owner. After receiving such a payment, the

1 Property Owner shall retain the right to continue to offer the
2 Property for sale, but Brown County shall have no obligation to
3 make any further payments to the Property Owner under this
4 Agreement; or

5 (4) The Property Owner chooses to sell or
6 otherwise transfer the Property (as provided in Paragraph 2.e.(1))
7 to one other than an arm's length purchaser at a price which is
8 less than the fair market value of the Property (determined with
9 the Landfill present). Such Property Owner shall notify Brown
10 County in writing at least thirty (30) days prior to the proposed
11 conveyance. If the Property Owner seeks Value Protection under
12 this Section, appraisals shall be made as provided for in
13 Paragraphs 2.a. and b. Fair market value shall be determined under
14 Paragraph 2.b., but the Property Owner shall only be entitled to
15 payment from Brown County equivalent to the reduction in fair
16 market value of the Property, less \$3 per \$1000 representing
17 Wisconsin real estate transfer fee savings and less six percent
18 (6%) representing broker's commission savings, rather than the
19 difference between the purchase price and the fair market value
20 price. An "arm's length" offer or transaction means one in which
21 the parties involved are (i) willing buyers/sellers respectively,
22 (ii) acting independently of one another and (iii) acting
23 consistent with the existing real estate marketplace. Regardless
24 of the above definition of "arm's length" offer or transaction, an
25 offer at or above the fair market value of the Property (determined

1 without the Landfill present) shall be presumed to constitute an
2 arm's length offer or transaction.

3 e. Applicability.

4 (1) Value Protection under this Section XX. B.
5 shall be paid only once for any Property identified on Exhibit K.
6 A Property Owner can sell his/her Property once without invoking
7 this Section and may thereby pass on the right to seek Value
8 Protection under these provisions to the buyer who shall thereafter
9 be subject to the remaining provisions of this Section. The
10 Property also shall be transferrable by gift, bequest, inheritance
11 or other transfer not for compensation (i.e., termination of joint
12 tenancy, transfer pursuant to divorce decree, etc.) without
13 invoking this Section and thereby pass to a new owner.

14 (2) Property Owners conveying under this
15 Section shall do so by deed or land contract.

16 (3) Any Property Owner who seeks to obtain
17 Value Protection under this Section shall notify Brown County in
18 writing of his or her intention to sell such Property at least ten
19 (10) working days before offering such Property for sale.

20 (4) With the consent of Brown County, which
21 consent shall not be unreasonably withheld, the Property owner may
22 initiate the appraisal process set forth in this Section before
23 listing the Property for sale. Also, the Property Owner may choose
24 not to list the Property after obtaining an appraisal, or to
25 withdraw the Property from the marketplace at any time, without
26 prejudicing his or her ability to obtain Value Protection under

1 this Section. This particular option cannot be invoked by a
2 Property Owner prior to the first anniversary date of the
3 commencement of actual operations and receipt of waste for disposal
4 at the Landfill. In any event, the appraisal process described in
5 Paragraphs 2.a., 2.b. and 2.c., wherein the County pays for or
6 shares the cost of any appraisal(s), cannot be invoked any more
7 than one (1) time for any Property listed on Exhibit K. In the
8 event a Property Owner exercises either of the choices described
9 in this Paragraph 2.e.(4) (i.e., not to list the Property after
10 obtaining an appraisal, or to withdraw the Property from the
11 marketplace prior to selling), and then subsequently chooses to
12 offer the Property for sale and wishes to obtain Value Protection,
13 the fair market value of the Property shall be determined as
14 follows. The Property Owner shall cause the Property to be
15 appraised using the procedure set forth in Paragraphs 2.a. and b.
16 above. Upon its completion, the Property Owner shall make known
17 the result of the appraisal to Brown County. In the event Brown
18 County disagrees with the valuation arrived at, the County shall
19 have the right to obtain an appraisal valuing the Property in the
20 same manner as it was valued by the appraiser for the Property
21 Owner. Using these appraisals, fair market value shall be
22 established as set forth in Paragraph 2.b. above. Notwithstanding
23 the provisions of Paragraph 2.c., the cost of all of these
24 appraisals shall be paid by the Property Owner.

25 (5) Brown County shall be required to provide
26 the protections and guarantees set forth in this Section XX.B. only

1 during the active site life of the Landfill and for five (5) years
2 following final closure.

3 (6) The determination of fair market value
4 shall be based on the condition and use of the Property as of the
5 date of execution of this Agreement. Any improvements, land
6 divisions, or other changes to the condition or use of the Property
7 which occur after that date shall not be considered by the
8 appraiser(s) in computing the fair market value of the Property
9 under Paragraphs 2.a. and b.

10 f. Opt Out Election.

11 Subject to the numerical limitations set forth in
12 Paragraph 1.a., a Property Owner whose Property is listed on
13 Exhibit K may elect to not enter into the Value Protection process
14 described in this Section by notifying Brown County of his or her
15 intent not less than ten (10) days prior to offering the Property
16 for sale. Within forty-five (45) days after closing of the sale of
17 such Property, Brown County shall pay such Property Owner the "opt-
18 out payment" which shall be: ten percent (10%) of the sale price
19 of the Value Protected Tax Parcel up to a maximum of \$5,000, but in
20 any event no less than \$1000, as consideration for the Property
21 Owner's waiver of any Value Protection under this Section.

22 XXI. Environmental Liability Coverage.

23 A. Landfill Closure.

24 Brown County shall maintain a letter of credit, escrow
25 account, or other means authorized by law, sufficient to guarantee
26 the ability to finance closure of all active cells at the Landfill

1 in the event Brown County is unable to continue Landfill operations
2 for any reason, consistent with the requirements of NR 520, Wis.
3 Admin. Code.

4 B. Long-Term Care.

5 Brown County shall maintain an escrow account or other
6 means authorized by law sufficient to guarantee the ability to
7 finance long-term care of the Landfill over a period of the longer
8 of: 1. at least forty (40) years after closure of the Landfill, or
9 2. the period of time imposed by any applicable Wisconsin statute
10 or administrative rule, including the requirements of NR 520, Wis.
11 Admin. Code, now or hereafter in effect for the long-term care of
12 the Landfill.

13 C. Verification of Proof of Financial Responsibility to
14 Perform Closure and Long-Term Care Activities.

15 Brown County shall annually provide the Town and LMC
16 verification that sufficient monies, as described above, are
17 maintained to the satisfaction of DNR. This requirement shall be
18 satisfied by the County providing copies of proof of financial
19 responsibility documentation submitted to the DNR for Landfill
20 Closure and Long-Term Care requirements of NR 520, Wis. Admin.
21 Code, and copies of all DNR correspondence to Brown County
22 regarding the same, including DNR's written notice of Brown
23 County's compliance with the proof of financial responsibility
24 requirements of NR 520, Wis. Admin. Code.

25 In the event Brown County is deemed in noncompliance with
26 the proof of financial responsibility requirements of NR 520, Wis.

1 Admin. Code, Brown County shall immediately take all reasonable
2 efforts to regain compliance.

3 D. County Environmental Repair Fund.

4 In addition to the closure and long-term care guarantees,
5 it is recognized that Brown County has established and maintains a
6 Brown County Environmental Repair Fund which is funded through
7 tipping fees from landfill operations. This Fund is intended as a
8 short-term, liquid account available to meet initial funding needs
9 until other assets of the County can be accessed. For its
10 duration, this Environmental Repair Fund will be available for
11 environmental remediation at the Landfill, should the need arise.
12 Brown County shall annually provide the Town and the LMC
13 information on the balance in this fund, as set forth in the annual
14 County budget.

15 XXII. Miscellaneous Provisions.

16 A. Headings. Titles, sections and paragraphs herein are for
17 informational purposes only, except where necessary to obtain an
18 understanding of the contents of the section or paragraph.

19 B. Citations. For purposes of this Agreement, any citation
20 to a state or federal statute or regulation shall include any and
21 all modifications, amendments, or revisions thereto after the
22 effective date of this Agreement.

23 C. Gender. Any reference in this Agreement to "his" or
24 "her", "him" or "her", or other reference to gender shall apply
25 equally to either gender where appropriate.

1 D. Succession. Each item of this Agreement shall be binding
2 upon and inure to the benefit of the successors and assigns of the
3 Parties to this Agreement, pursuant to Section 289.33(11), Wis.
4 Stats.

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

8 F. Notices. Any notice required to be given pursuant to the
9 terms and provisions of this Agreement shall be in writing and
10 shall be sent (to the persons named below or their designated
11 successors) by certified mail, return receipt requested, to Brown
12 County at:

13 Mr. Charles J. Larscheid, Director
14 Brown County Port and Solid Waste Department
15 2561 South Broadway
16 Green Bay, WI 54304

17 and to the Town of Holland at:

18 Mr. William M. Clancy, Town of Holland Clerk
19 7226 Old Highway 57
20 Greenleaf, WI 54126

21 and to the Chairperson of the Local Monitoring Committee, whose
22 address shall be provided to Brown County within 10 days of the
23 creation of the Local Monitoring Committee, and the appointment of
24 its Chairperson. In the event any individual to whom notice should
25 be sent is changed, that Party shall so notify the other Party in
26 writing at the earliest opportunity.

27 G. Modification. This Agreement constitutes the entire
28 understanding of the Parties hereto and no changes, amendments or
29 alterations shall be effective unless signed by both Parties.

1 H. Waiver. A waiver by one Party of a breach or failure to
2 perform this Agreement by the other Party shall not constitute a
3 waiver of any subsequent breach or failure.

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

11 J. Force Majeure. No Party to this Agreement shall be
12 liable for failure to perform any duty or obligation that said
13 Party may have under this Agreement where such failure has been
14 occasioned by any act of God, fire, strike, inevitable accident,
15 war, court order or binding determination of a governmental agency,
16 or any cause outside the reasonable control of the Party which has
17 the duty to perform.

18 K. Non-Interference. No Party to this Agreement shall, by
19 action or inaction, interfere with the terms or intent of this
20 Agreement, or encourage any other person to interfere in any way.

21 L. Statement of Expectations. It is understood by the
22 Parties that the obligations undertaken in this Agreement are
23 premised on the expectation that Brown County will construct the
24 Landfill and open it for general operation and receipt of waste for
25 disposal. If, for whatever reason, Brown County determines in its

1 sole discretion not to do so, Brown County shall so notify the
2 Town. In that event:

3 1. Brown County shall continue to be obligated to make
4 the payment of \$6,525 intended to compensate the Town for its loss
5 of the property taxes which would be due on the Landfill Site, as
6 called for in Section XIX.B., unless and until Brown County sells
7 the Landfill Site to a party who will be obligated to pay property
8 taxes. If the County sells a portion of the Landfill Site to a
9 party who must pay property taxes on that portion, the County's
10 payment to the Town shall be reduced by the amount of property tax
11 for that portion of land; and

12 2. the Town shall be obligated to repay to Brown County
13 the Advance Direct Payment of \$200,000 which Brown County has
14 agreed to provide in Section XIX.A. The Advance Direct Payment
15 shall be repaid over a period not to exceed five (5) years from the
16 date of Brown County's notification to the Town.

17 M. Drafting/Construction. This Agreement was drafted by
18 representatives of both Brown County and the Town of Holland.
19 Rules of construction which either favor or disfavor the drafting
20 party shall not apply.

1 Approved and Agreed to as set forth below:

2 FOR THE TOWN OF HOLLAND:

3 Jerome Wall
4 Mr. Jerome Wall
5 Chairman, Town Board
6 Town of Holland

Date: 12-15-98

7 Attest:

8 William Clancy
9 Mr. William Clancy, Town Clerk
10 Town of Holland

Date: 12-15-98

11 Vitus Van de Wetters
12 Mr. Vitus Van de Wetters
13 Chairman, Town of Holland
14 Local Landfill Negotiating Committee

Date: 12-15-98

15 FOR BROWN COUNTY:

16 James M. Rasmussen
17 Mr. James Rasmussen
18 Chairman, Brown County Solid
19 Waste Management Board

Date: 12/16/98

20 Jerome Smits
21 Mr. Jerome Smits
22 Chairman, Brown County Landfill
23 Negotiating Committee

Date: 12/16/98

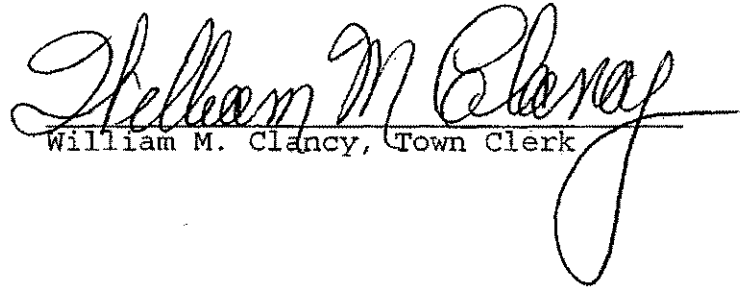
24 Charles Larscheid
25 Mr. Charles Larscheid
26 Director, Brown County Port and
27 Solid Waste Department

Date: 12/16/98

Certification

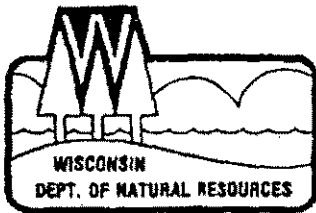
STATE OF WISCONSIN)
COUNTY OF BROWN) ss

I, William Clancy, Clerk of the Town of Holland, do hereby
certify that the attached Agreement between Brown County and the
Town of Holland was adopted and approved by the Town Board of the
Town of Holland at a meeting which was held on Dec 15,
1998.


William M. Clancy, Town Clerk

Tab A

Tab B



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

PO Box 7921
101 South Webster Street
Madison, Wisconsin 53707-7921
DNR TELEPHONE 608-266-2621
DNR FAX 608-267-3579
DNR TDD 608-267-6897
SOLID WASTE MGMT 608-266-2111
SOLID WASTE FAX 608-267-2768

OCT 23 1996

File Reference: 405132860

Brown
SW Approvals

Mr. Charles J. Larscheid, Director
Brown County Solid Waste Department
2561 South Broadway
Green Bay, WI 54305

SUBJECT: Feasibility Determination for the Proposed Brown County South
Solid Waste Land Disposal Facility, Town of Holland, Brown
County, License #3565.

Dear Mr. Larscheid:

We have determined that your proposed Brown County South solid waste facility is feasible, subject to certain conditions, and should provide for satisfactory solid waste disposal. We have also determined that the Wisconsin Environmental Policy Act requirements have been met through the preparation of an Environmental Assessment. This determination does not guarantee that we will approve a Plan of Operation for the proposed site if one is submitted.

Please read carefully the attached determination which lists the conditions of feasibility. These conditions also reflect the concerns the Department has regarding groundwater exceedances at your site.

As you may be aware, landfill owners must check for and report any exceedances to Wisconsin's groundwater standards. We have granted groundwater quality exemptions for specific monitoring wells where elevated concentrations of certain parameters have been detected. However, we are not at this time able to establish alternative concentration limits (ACLs) for these parameters and will set the ACLs in a later approval. To assist us in the determination of these ACLs, this approval requires that more baseline monitoring data be submitted to the Department along with your ACL calculations.

Brown County requested variances to s. NR 504.04(3)(f), Wis. Adm. Code, for 6 water supply wells located within 1,200 feet of the limits of filling at the waste facility. All 6 wells apparently have casing to a depth of at least 140 feet through clay. The County has stated that it will monitor these wells regularly. For these reasons and because of the proposed construction for the landfills, the Department is granting exemptions to those wells.

You may now submit your Plan of Operation in accordance with chs. NR 500 through 526, Wis. Adm. Code, the feasibility report and the conditions of feasibility listed in the attached determination. Please be aware that revisions to chs. NR 500 through 526, Wis. Adm. Code, were promulgated July 1, 1996.

Quality Natural Resources Management
Through Excellent Customer Service

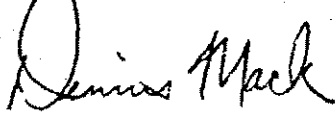


Brown County Feasibility

2

If you have questions regarding this approval, please contact Barbara Hennings, Hydrogeologist, at (608) 264-6021, David Carper, Environmental Engineer, at (608) 267-6823, or Brad Johnson, Solid Waste District Engineer, at (414) 492-5931.

Sincerely,



Dennis Mack, P.E., Chief
Technical Support Section
Bureau of Waste Management

DM:bh

Attachment: Project Summary
Feasibility Determination

cc: Paul Huebner - WA/3
Brad Johnson - NER
David Carper - WA/3
Chuck Leveque - TS/5
Patti Cronin, Esq. - Solid Waste Facility Siting Board
Steve Karklins - DG/2
Town of Holland

PROJECT SUMMARY
GENERAL SITE INFORMATION

Proposed Facility: Brown County South Solid Waste Land Disposal Facility

Authorized Contact: Mr. Charles J. Larscheid, Director
Brown County Solid Waste Department
2561 South Broadway
Green Bay, WI 54305

Site Location and Area: The proposed disposal facility would be located in Section 18, T21N, R20E, Town of Holland, Brown County, Wisconsin. The proposed limits of filling include 76 acres for the municipal solid waste landfill (MSWLF) and 38 acres for the wet process residue (papermill sludge) monofill, a total of 114 acres. The entire 314.5 acre parcel is owned by the Brown County Solid Waste Department. The proposed facility is bounded by Lamers and Clancy Road on the south, Townline Road on the north, Old 57 Road on the east, and the East River to the west. Access to the facility will be through a gate on Townline Road. The site is located 1/2 mile west of State Trunk Highway (STH) "57" and approximately 1 1/4 mile southwest of the unincorporated community named Greenleaf.

Six private water supply wells are located within 1,200 feet of the proposed facility. The wells are 218 to 502 feet deep, cased through clay to depths of 140 feet to 251 feet below the land surface and used as potable water sources. Brown County would protect locations of an endangered plant and historic scatter. The proposed facility is not within 10,000 feet of any airport runway end designed or planned to be designed and used by turbojet aircraft or within 5,000 feet of a runway designed for and used only by piston type aircraft. However, there are 3 airports within 5 miles. Brown County conducted a study which concluded that the facility would not be a bird hazard to the airports.

Proposed Capacity and Site Life: The proposed design capacity of the MSWLF is 9,355,148 yd³ and the proposed design capacity of the papermill sludge monofill is 3,696,323 yd³. The proposed site life for each of the landfills is 15 years.

Proposed Service Area and Waste Types: The proposed site would receive waste from all of Brown County including the Oneida Tribe of Indians land on the Outagamie-Brown County line. Waste types to be accepted are the same as are currently accepted at the Brown County East and West landfills. This includes residential, commercial and general industrial solid wastes, wet process residue (papermill sludge), ash, foundry sand, recycle residue, demolition debris, and other unclassified waste.

Present Land Use and Zoning: The property on which the proposed facility would be sited is zoned Exclusive Agricultural. Since "town sanitary landfills and town solid waste disposal sites" are authorized conditional uses in the Exclusive Agricultural zoning classification, the Solid Waste Board has filed an application with the Town of Holland for a conditional use permit. Land use within one mile of the proposed facility is predominantly agricultural including farmsteads, woodlands, floodplains, and wetlands.

Site Topography and Hydrology: The proposed site is located in the Fox River lowland 2 to 3 miles west of the prominent northeast/southwest trending Niagaran bedrock escarpment. Proposed final grades would reach a final elevation of 821 feet Mean Sea Level (MSL) for the MSWLF, approximately 100 feet higher than the current elevation, and 775 feet MSL for the monofill, approximately 50 feet higher than the current elevation. Elevation of the nearby Niagara escarpment is approximately 900 to 950 feet MSL.

The northeasterly flowing Fox River is approximately 3 miles northwest of the proposed facility. A small intermittent tributary of the East River, which is less than 1/4 mile to the west of the proposed site, flows across the northeast corner of the property. Locally, the topography slopes gently to the north and west. Small discontinuous wetlands are located in the area around the East River. These and other small wetlands nearby would be unaffected by landfill construction and operation.

Regional and Site Specific Geology and Hydrogeology: The surficial reddish brown silty clay and clay soils of the Kewaunee-Manawa soil association found at the proposed site are derived from the underlying glacial clay till units of the Kewaunee Formation. Clay tills and lacustrine units of the Pleistocene Kewaunee Formation overlie the Ordovician Maquoketa Formation which dips easterly toward Lake Michigan. Beneath the Maquoketa shale, easterly dipping Paleozoic sedimentary rocks overlie Precambrian igneous rocks. The depth to bedrock varies from 74 feet below the land surface in the western portion of the site to 193 feet below the land surface in the east.

The exact depth to groundwater is difficult to determine at this site because of the very low permeability clays. The water table is located 3 to 10 feet below the land surface and generally mimics the surface topography.

Baseline groundwater quality sampling results for indicator parameters, public health and welfare parameters and volatile organic compounds for the proposed site were provided as part of the feasibility report. In one or more wells installed at the site, the concentrations of arsenic, cadmium, fluoride, manganese, nitrate + nitrite as N, selenium, and sulfate attained or exceeded the preventive action limit (PAL) or enforcement standard established in ch. NR 140, Wis. Adm. Code. The Department is granting an exemption under s. NR 140.28, Wis. Adm. Code for the baseline exceedances at these monitoring wells. Additional monitoring will be necessary to determine baseline concentrations which are representative of groundwater quality at some of the wells. Additional sampling and analysis will be necessary for the public health and welfare parameters at the selected Subtitle D wells. Calculations of PALs for detection parameters and alternative concentration limits for wells granted exemptions to the groundwater standards will be required.

Proposed Design: The landfills would be lined with composite liner systems consisting of 5 feet of compacted clay and a geomembrane and would be constructed in a fine-grained soil environment. The base liners are proposed to be below the water table. The landfills would not be classified as zone of saturation landfills because they would not be operated to maintain inward groundwater gradients through the liner systems via the leachate control systems. However, a proposed gradient control layer under each landfill would

prevent the geomembrane from floating during construction and maintain inward gradients on the sub-base.

The proposed design for the MSWLF and monofill also includes a composite final cover (geomembrane, 2 feet of clay, drainage layer, rooting zone, and topsoil), leachate collection system, surface water drainage and control structures and gas extraction system. Clay for the liner and final cover systems will be obtained from within the proposed limits of filling for the landfills and would be stockpiled on-site until needed.

Development of the site would occur in 7 phases at each landfill. Maximum slopes on the MSWLF final cover are 4.5 horizontal to 1 vertical. Maximum slopes on the monofill final cover are 8.3 horizontal to 1 vertical. Minimum slope in the top area of each landfill must be greater than 5 percent. Final use would be as open green space.

Because of the anticipated large volume of truck traffic to the facility, Brown County may build a truck transfer station or haul waste by rail.

Environmental Monitoring: The environmental monitoring program for the Brown County South facility will include monitoring points and parameters listed in the following tables. The program will be conducted during the active life of the landfills and during the period of long-term care. All environmental monitoring data including groundwater, gradient control system, landfill gas and leachate head measurements are to be reported to the Department electronically on diskettes, tapes, or microdisks.

Environmental Monitoring Requirements
for the
Proposed Brown County South Solid Waste Disposal Facility

Municipal solid waste landfill (MSWLF) detection monitoring, filtered samples:

<u>Well Name</u>	<u>DNR ID#</u>	<u>Parameter</u>	<u>Parameter #</u>	<u>Frequency</u>
MW-2	108	Alkalinity, total	39036	Semi-Annual
MW-2A	110	Chloride	940	"
MW-2B	112	COD	341	"
MW-6	120	Sp. Conductance	94	"
MW-6A	122	pH, field	400	"
MW-6B	124	Temperature	10	"
MW-7	126	GW Elevation	72020	"
MW-10	128	Hardness, total	22413	"
MW-10A	130	Boron	1020	"
MW-12	132	Sulfate	946	"
MW-12A	134	Fluoride	950	"
MW-12B	136	VOC Scan	-	Semi-Annual for Subtitle D wells
MW-12C	137	VOC Scan	-	Annual for all other wells
MW-32R	176			
MW-33	178			
MW-42X	182			
MW-49	184			
MW-49A	186			
MW-49B	188			
MW-52	190			
MW-58	198			
MW-58A	200			
MW-58B	202			
MW-58C	203			
MW-71	220			
MW-75	227			

Abandon wells MW-32R, 33, and 52 prior to construction of sequences 2,4,and 6 respectively.

MSWLF leachate collection system, unfiltered samples, from Leachate Tank 1,
DNR ID# 401:

<u>Parameter</u>	<u>Parameter #</u>	<u>Frequency</u>
Leachate vol. pumped	32	monthly
Specific Conductance	94	semi-annual
BOD ₅	310	"
pH	400	"
Alkalinity, Total	410	"
Cadmium, Total	1027	"
Chloride	940	"
COD, Total	340	"
Hardness, Total	900	"
Iron, Total	74010	"
Lead, Total	1051	"
Manganese, Total	1055	"
Mercury, Total	71900	"
Ammonia Nitrogen (N)	610	"
Tot Kjeldahl Nitrogen(N)	625	"
Sodium, Total	929	"
Sulfate	945	"
Total Suspended Solids	150	"
Boron, Total	1022	"
Selenium, Total	1147	"
Fluoride, Total	951	"
VOC Scan	-	"
Semi-Volatile Compounds (method 8270)		Annual

Proposed Brown County South Monitoring

5

MSWLF gradient control layer monitoring, unfiltered samples:

<u>GCL Sump</u>	<u>DNR ID#</u>
GCL-1	501
GCL-2	502
GCL-3	503
GCL-4	504

<u>GCL Sump</u>	<u>DNR ID#</u>
GCL-5	505
GCL-6	506
GCL-7	507

<u>Parameter</u>
Groundwater Volume Pumped
Specific Conductance
pH
Alkalinity, Total Unfiltered
Hardness, Total Unfiltered
Chloride
COO
Total Kjeldahl Nitrogen (N)
Sodium
Sulfate
Boron
Fluoride
VOC Scan

<u>Parameter #</u>	<u>Frequency</u>
50052	Monthly
94	Semi-annual
400	"
410	"
900	"
940	"
340	"
625	"
929	"
945	"
1022	"
951	"
-	Annual

MSWLF perimeter gas probe monitoring:

<u>Point Name</u>	<u>DNR ID#</u>	<u>Point Name</u>	<u>DNR ID#</u>
GMP-1	701	GMP-5	705
GMP-2	702	GMP-6	706
GMP-3	703	GMP-7	707
GMP-4	704		

<u>Parameter</u>	<u>Parameter #</u>
%Methane	85547
%Oxygen	85550
Barometric pressure	25
Pressure trend	46381
Air temp	11
Record and submit ground condition.	

<u>Frequency</u>
Quarterly
"
"
"
"

Proposed Brown County South Monitoring

6

Monofill detection monitoring, filtered samples:

Well Name	DNR ID#	Parameter	Parameter #	Frequency
MW-1	102			
MW-1A	104			
MW-1B	106			
MW-17R	138			
MW-17AR	140			
MW-17B	142			
MW-18R	258	Ammonia Nitrogen	608	Semi-Annual
MW-18A	260	Alkalinity, total	39036	"
MW-18B	144	Chloride	940	"
MW-21	146	COD	341	"
MW-22	148	Sp. Conductance	94	"
MW-22A	150	pH	400	"
MW-22B	152	Temperature	10	"
MW-22C	153	GW Elevation	72020	"
MW-23	154	Hardness, total	22413	"
MW-24	156	NO ₃ + NO ₂ (N)	631	"
MW-25	158	Sulfate	946	"
MW-25A	160			
MW-25B	162			
MW-7B	230			
MW-79	233			
MW-98	250			
MW-98A	251			
MW-98B	252			

Abandon wells MW-23 and 24 prior to construction of sequences 7 and 3 respectively.

Monofill leachate collection system, unfiltered samples, from Leachate Tank 5,
DNR ID# 405:

Parameter	Parameter #	Frequency
Leachate vol. pumped	32	monthly
Specific Conductance	94	semi-annual
BOD ₅	310	"
pH	400	"
Alkalinity, Total	410	"
Cadmium, Total	1027	"
Chloride	940	"
COD, Total	340	"
Hardness, Total	900	"
Iron, Total	74010	"
Lead, Total	1051	"
Manganese, Total	1055	"
Mercury, Total	71900	"
Ammonia Nitrogen (N)	610	"
Tot Kjeldahl Nitrogen(N)	625	"
Sodium, Total	929	"
Sulfate	945	"
Total Suspended Solids	150	"
VOC Scan	-	"
Semi-Volatile Compounds (method 8270)		Annual

Proposed Brown County South Monitoring

7

Monofill gradient control layer, unfiltered samples:

<u>GCL Sump</u>	<u>DNR ID#</u>	<u>GCL Sump</u>	<u>DNR ID#</u>
GCL-8	508	GCL-12	712
GCL-9	509	GCL-13	713
GCL-10	510	GCL-14	714
GCL-11	511		

<u>Parameter</u>	<u>Parameter #</u>	<u>Frequency</u>
Groundwater Volume Pumped	50052	Monthly
Specific Conductance	94	Semi-annual
pH	400	"
Alkalinity	410	"
Hardness, Total Unfiltered	900	"
Chloride	940	"
COO	340	"
Total Kjeldahl Nitrogen (N)	625	"
Sodium	929	"
Sulfate	945	"

Monofill perimeter gas probe monitoring:

<u>Point Name</u>	<u>DNR ID#</u>	<u>Point Name</u>	<u>DNR ID#</u>
GMP-8	708	GMP-12	712
GMP-9	709	GMP-13	713
GMP-10	710	GMP-14	714
GMP-11	711		

<u>Parameter</u>	<u>Parameter #</u>	<u>Frequency</u>
%Methane	85547	Quarterly
%Oxygen	85550	"
Barometric pressure	25	"
Pressure trend	46381	"
Air temp	11	"
Record and submit ground condition.		

Facility surface water monitoring, unfiltered samples:

<u>Point Name</u>	<u>DNR ID#</u>
ER-1	525
ER-2	526
MSWLF Pond	527
Monofill Pond	528

<u>Parameter</u>	<u>Parameter #</u>	<u>Frequency</u>
Alkalinity, Total	410	Semi-annual
BOD ₅	310	"
Chloride	940	"
Hardness, Total	900	"
Total Suspended Solids	247	"

The physical appearance of all samples including color, odor and turbidity shall be recorded at the time of sampling.

BEFORE THE STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

DETERMINATION OF SITE FEASIBILITY
BROWN COUNTY SOUTH SOLID WASTE LAND DISPOSAL FACILITY
TOWN OF HOLLAND
License #3565

The Department held an informational hearing on June 20, 1996 in the City of Green Bay. In accordance with s. 227.47 Stats., the persons who appeared in this proceeding and who are considered parties for purposes of review under s. 227.53, Stats., were certified by the hearing examiner as follows:

Bill Clancy, 7226 Old 57, Greenleaf, WI 54126
Gloria De Cleene, 7928 St. Pat's Church Rd., Greenleaf, WI 54126
Wayne J. Gartmann, 1659 Hill Rd., Greenleaf, WI 54126
Cliff VandeWettering, 948 Hill Rd., Greenleaf, WI 54126
Dorothy VandeWettering, 948 Hill Rd., Greenleaf, WI 54126
Jo Ann Wall, 1765 Hill Rd., Greenleaf, WI 54126
Catherine Burns, 2161 Wayside Rd., Brillion, WI 54110
Philip J. Conley, 7310 Old 57 Rd., Greenleaf, WI 54126
George J. Marek, Esq., Quarles & Brady, 411 E. Wisconsin Ave, Milwaukee,
WI, 53202
Gerald Huempfer, 123 Libal St., DePere, WI 54115
Grace J. Ripp, Principal Engineer, City of Green Bay, 100 N. Jefferson St.,
Green Bay, WI 54301-5026
Bill Dean, Hallmark Group Realtors, P.O. Box 1475, Green Bay, WI 54306
June Schaeuble, 483 Hill Rd. Kaukauna, WI 54130
David Koltz, 1492 Lamers Clancy Rd., Greenleaf, WI 54126
Lyle Schmidt, 7088 Old 57, Greenleaf, WI 54126
Mark M. Mejac, Dames & Moore, 13255 W. Bluemound Rd. Suite 202, Brookfield,
WI 53005
J.P. Walker, P.E., Dames & Moore, 2701 International Lane, Suite 210,
Madison, WI 53704

Brown County Feasibility Determination

Charles J. Larscheid, Brown Cnty Solid Waste Department, 2501 S. Broadway,
Green Bay, WI 54301

John L. Larson, Route 3 Smith Rd., Brodhead, WI 53520

Dean Haen, 2112 Elmview, Green Bay WI 54304

Steven Grenier, Robert E. Lee & Associates, P.O. Box 2100, Green Bay, WI
54306

Donald L. Miller, Robert E. Lee & Associates, P.O. Box 2100, Green Bay, WI
54306

James Kauer, STS Consultants Ltd., 1035 Kepler Dr., Green Bay, WI 54311

Linda Bochert, Esq., Michael Best & Friedrich, P.O. Box 1806, Madison, WI
53701-1806

Scott A. Stein, WDUZ Radio, P.O. Box 310, Green Bay, WI 54305

Marjorie A. Paul, DePere Journal, 126 S. Broadway, DePere, WI 54115

Brian M. Kermin, Green Bay News-Chronicle, P.O. Box 2467, Green Bay, WI
54306-2467

FINDINGS OF FACT

The Department finds that:

1. The Brown County Solid Waste Department has proposed to construct a municipal solid waste landfill and a wet process residue (papermill sludge) monofill in Section 18, T21N, R20E, Town of Holland, Brown County, Wisconsin.
2. The proposed municipal solid waste landfill would accept non-hazardous municipal, commercial and industrial wastes and would be regulated as a municipal solid waste landfill. The proposed monofill would accept non-hazardous wet process residues (papermill sludge).
3. The proposed municipal solid waste landfill would have a design capacity of 9,355,148 cubic yards and would have an operational life of 15 years. The proposed monofill would have a design capacity of 3,696,323 cubic yards and would have an operational life of 15 years.
4. The service area for the proposed landfills includes Brown County plus the Oneida Tribe of Indians land on the Brown-Outagamie County line.
5. The Department made an initial site inspection of the proposed site on May 21, 1991.

Brown County Feasibility Determination

6. The Department reviewed the Initial Site Report and Addenda and on July 23, 1993, issued an opinion that the proposed site may have potential for development as a municipal solid waste landfill and/or wet process residue monofill.
7. The Department received the following documents as part of the Feasibility Report:
 - a. "Feasibility Report - K.C. Stock Property, Town of Holland, Brown County, Wisconsin" and associated plan sheets, prepared by Robert E. Lee & Associates, Inc., dated July 15, 1994 and received by the Department on July 22, 1994.
 - b. "Addendum No. 1 to the Feasibility Report - K.C. Stock Property, Town of Holland, Brown County, Wisconsin" dated August 16, 1994 and received by the Department on August 19, 1994.
 - c. "Addendum No. 2 to the Feasibility Report - K.C. Stock Property, Town of Holland, Brown County, Wisconsin" dated October 7, 1994 and received by the Department on October 12, 1994.
 - d. "Addendum 3, Determination of Completeness, Feasibility Report, Former K.C. Stock Property, Town of Holland, Brown County, Wisconsin" and revised plan sheets dated July 20, 1995 and received by the Department on July 24, 1995.
 - e. "Addendum No. 4 to Feasibility Report, Former Stock Property" dated August 31, 1995 and received by the Department on September 1, 1995.
 - f. "Addendum No. 5, Determination of Completeness - Feasibility study, Former Stock Property, Brown County, Wisconsin" dated October 11, 1995 and received by the Department on October 13, 1995.
 - g. Letter from Robert E. Lee & Associates, Inc. which provides groundwater flow calculations dated December 22, 1995 and received by the Department on December 27, 1995.
 - h. Letter from Robert E. Lee & Associates, Inc. which provides vehicular traffic information, dated March 4, 1996 and received by the Department on March 5, 1996.
 - i. "Addendum No. 6, Feasibility Report, Former K.C. Stock Property, Town of Holland, Brown County, Wisconsin" dated June 10, 1996 and received by the Department on June 11, 1996.
 - j. Letter from Robert E. Lee & Associates, Inc. which provides additional information, dated August 26, 1996 and received by the Department on August 28, 1996.

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8. The Department considered the following additional documents in its review of the feasibility of the proposed municipal solid waste landfill:
 - a. Memos dated September 16, 1996 and October 3, 1996 from Gary Kincaid, NER, about leachate treatability at the City of DePere Wastewater Treatment Plant and the City of Green Bay Metropolitan Sewerage District.
 - b. Memo dated September 27, 1996, from Roger Gerhardt, DNR Private Water Systems Section, indicating that the section would not be opposed to granting variances to the location standard for 6 private water supply wells.
 - c. Memo dated September 24, 1996, from Brad Johnson, NER/SW, stating that Brown County is in substantial compliance with all plan approvals for its facilities.
 - d. Memo dated September 3, 1996 from Brad Johnson, NER/SW, which evaluates the need for a new municipal solid waste landfill in Brown County.
 - e. Memo dated August 5, 1996, from Mike Lemcke, DNR Groundwater Section Chief, granting requested exemptions to groundwater standards.
 - f. Routing, dated October 17, 1995, of the Department's Northeast Region evaluation of special resources, biological community (wildlife and fisheries), surface waters, wetlands, and air impacts due to the proposed project.
 - g. E-mail memo dated November 23, 1994 from Jim Pardee reviewing the environmental report contained in the Feasibility Report.
 - h. Memo dated April 5, 1993 from Dave Siebert - EA/6 which states that the project will not have an affect on wetlands.
 - i. The Department's general files relating to the existing and proposed Brown County landfills.
9. The feasibility report review fee of \$20,000 was received by the Department on September 20, 1994.
10. On March 19, 1996, the Department determined that the Feasibility Report was complete and a public notice under s. 144.44(2), Stats., was published in *The Green Bay Press Gazette* on March 28, 1996.
11. An Environmental Assessment was completed on March 19, 1996, wherein the Bureau of Solid and Hazardous Waste Management made a preliminary determination that an Environmental Impact Statement would not be

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required for the proposed project. This decision was made final and determined to be in compliance with the Wisconsin Environmental Policy Act on May 28, 1996.

12. The Department held a public informational hearing, at the request of the Town of Holland, in Green Bay on June 18, 1996.
13. The proposed municipal solid waste landfill (MSWLF) and process residue monofill would not be located within 1,000 feet of a navigable lake, pond, or flowage.
14. The limits of filling for the proposed MSWLF and process residue monofill would not be located within 300 feet of a navigable river or stream.
15. The proposed MSWLF and process residue monofill would not be located within a floodplain.
16. The proposed MSWLF and process residue monofill would not be located within an area where the design or operation of the landfill would pose a significant bird hazard to aircraft. The Department considered the following documents regarding possible bird hazard to aircraft:
 - a. A Bird Hazard Study conducted by LGL Limited, King County, Ontario and dated February 11, 1993.
 - b. A conditional finding dated July 7, 1993 from Mr. Frank Germann, Airports Engineer of the Airports District Office in Minneapolis, Minnesota, that the site is not incompatible with the airports (Austin Straubel Airfield or Birch Creek Airstrip).
17. The proposed MSWLF and process residue monofill would not be located within 1,000 feet of the nearest edge of the right-of-way of any state trunk highway, interstate or federal aid primary highway or the boundary of any public park.
18. The proposed MSWLF and process residue monofill would be located within 1,200 feet of 6 private water supply wells for which exemptions to ss. NR 504.04(3)(f), Wis. Adm. Code are requested. Four of the wells are upgradient or sidegradient to the proposed site. Two of the wells are downgradient from a small portion of the site. The Department finds that the exemptions are warranted because the wells are cased through unconsolidated glacial materials with 151 to 256 feet of steel casing and the unconsolidated glacial materials are low permeability clay which restricts downward movement of groundwater. There are no other public or private wells within 1,200 feet of the proposed limits of filling.
19. The proposed MSWLF and process residue monofill would not be located within 200 feet of a fault that has had displacement in Holocene time.

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20. The proposed MSWLF and process residue monofill would not be located within a seismic impact zone.
21. The proposed MSWLF and process residue monofill would not be located within an unstable area.
22. The Department reviewed the Survey of Endangered and Threatened Species conducted by UW-Green Bay biologists which was submitted as part of the Initial Site Report for proposed Brown County Landfill-Stock Site. The report documented the presence of *Trillium nivale* (snow trillium) on the property. The Department's Bureau of Endangered Resources rendered an opinion, dated May 19, 1993, which states that the survey adequately demonstrates that the possibility of undocumented occurrences of endangered or threatened species is low and that if the forested tract is strictly protected there will probably be little or no adverse impact to the *Trillium nivale* population.
23. Historic scatter, designated Sk-1, was identified on the proposed site in an archaeological investigation by James R. Yingst, Regional Archeologist for the Neville Public Museum in Green Bay, Wisconsin. The State Historical Society determined in a May 24, 1993 opinion based on the Yingst report, that this site is not eligible for the National Register of Historic Places and that no further archeological evaluation is necessary.
24. Agricultural tiles are located within the footprint of the proposed landfills and associated surface water management systems. The tiles also underlie a portion of the *Trillium nivale* colony.
25. The proposed MSWLF and process residue monofill would not be within an area where there is a reasonable probability that the facility will cause:
 - a. A significant adverse impact on wetlands as provided in ch. NR 103, Wis. Adm. Code, if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below;
 - b. A significant adverse impact on critical habitat areas if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below;
 - c. A detrimental effect on any surface water, if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below;
 - d. A detrimental effect on groundwater quality, or will cause or exacerbate an attainment or exceedance of any preventive action

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limit or enforcement standard at a point of standards application as defined in ch. NR 140, Wis. Adm. Code, if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below;

- e. The migration of explosive concentrations of gases
 - 1) in excess of 25% of the lower explosive limit for such gases in any facility structure excluding the leachate collection system or gas control or recovery system components,
 - 2) in excess of the lower explosive limit for such gases in the soils outside the limits of filling within 200 feet of the property boundary or beyond the property boundary,
 - 3) in excess of the lower explosive limit for such gases in the air outside the limits of filling within 200 feet of the property boundary or beyond the property boundary

if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below; or,

- f. The emission of any hazardous air contaminants in excess of standards contained in s. NR 445.03, Wis. Adm. Code, if the facility is designed, constructed and operated in accordance with the Feasibility Report, Addenda to the Feasibility Report and the conditions set forth below.

26. The Department considered the following information in considering the need for exemptions to groundwater standards at this facility:

- a. Baseline groundwater monitoring data provided in the Feasibility Report and Addenda to the Feasibility Report.
- b. Well construction details and boring logs provided in the Feasibility Report and Addenda to the Feasibility Report.
- c. Well location plan sheets and water table maps provided in the Feasibility Report and Addenda to the Feasibility Report.
- d. The landfill design specifications provided in the Feasibility Report and Addenda to the Feasibility Report as conditioned herein.

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27. Based on an examination of site conditions, the Department finds the following:
- a. Groundwater concentrations of arsenic, cadmium, fluoride, manganese, nitrate + nitrite as N, selenium, and sulfate in the site area are found at concentrations exceeding the ch. NR 140, Wis. Adm. Code groundwater standards. These exceedances are due to baseline groundwater quality associated with natural hydrogeologic conditions or substances released by other human activities on, or near, the proposed facility.
 - b. Detection of the following Volatile Organic Compounds (VOCs) in groundwater samples is noted. The detects are due to sampling errors, laboratory errors or baseline groundwater quality associated with substances released by other human activities on, or near, the proposed facility. Therefore no exemptions to the groundwater standards are necessary.
 - i. Methylene chloride, a common laboratory contaminant, was detected in most sampling rounds. In some cases, it was detected in concentrations greater than the PAL.
 - ii. Benzene was detected once in well MW-57B above the PAL.
 - iii. Xylene, toluene, naphthalene and ethylbenzene were detected below the PAL a combined total of 11 times at 6 wells.
 - iv. 1,2,4-trimethylbenzene, n-propylbenzene, and 1,3,5-trimethylbenzene were each detected once in well 18R and n-butylbenzene was detected once each in wells MW-18R and MW-57X. Groundwater standards have not been established for these VOCs.
 - c. Because of the proposed design, no increase of VOCs in groundwater is expected to be caused by the landfills.
 - d. To minimize the incremental increase in contamination, the proposed landfills have been designed to contain and collect leachate. The proposed construction for each landfill includes a geotextile gradient control layer beneath each liner system to maintain the water table below the base of the liner, a composite liner system consisting of 5 feet of recompacted clay and a 60 mil HDPE geomembrane, and granular leachate collection layer. The proposal includes a composite final cover system for each landfill, in part composed of 2 feet of compacted clay overlain by a 40 mil VLDPE geomembrane. These design features will limit increases of contaminants in the groundwater, including arsenic, cadmium, manganese, nitrate + nitrite as N, selenium, sulfate, fluoride, and VOCs. Therefore, the proposed landfills are

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designed to achieve the lowest possible concentration of these substances in the groundwater which is technically and economically feasible.

28. Based on an examination of the groundwater quality data for the proposed facility for substances of public health concern, other than nitrate and the information listed in Findings of Fact 26 and 27 above, the Department finds the following:

- a. Mean baseline concentrations above the preventive action limit but below the enforcement standard established for the following substances of public health concern, other than nitrate, were observed in groundwater samples from the monitoring wells listed below:

<u>Substance</u>	<u>Well Number</u>
Arsenic	1A, 1B, 2A, 2B, 5A, 5B, 6A, 6B, 10A, 17AR, 17B, 18A, 18B, 22A, 22B, 25A, 25B, 49A, 49B, 57B, 58B, 98A, 98B
Cadmium	1, 1A, 2, 2A, 2B, 5A, 5B, 5X, 6, 6A, 6B, 7, 10, 10A, 12, 12A, 12B, 17R, 17AR, 17B, 18R, 18A, 18B, 21, 22, 22A, 22B, 23, 24, 25, 25A, 25B, 26, 27, 27A, 27B, 29, 30, 31R, 32R, 33, 41, 42X, 49, 49A, 52, 57X, 57A, 57B, 58, 58A, 58B, 65, 71, 73, 75, 78, 79, 83, 84, 98, 98A, 98B, 99
Selenium	73
Fluoride	22C, 58C

- b. The mean concentration of samples analyzed for arsenic in well MW-58A attains the PAL established in NR 140 but does not exceed it. Seven of 9 sample results attain or exceed the PAL but not the enforcement standard established for arsenic in NR 140.
- c. The mean concentration of samples analyzed for arsenic in well MW-57A does not attain the PAL established in NR 140. Six of 9 sample results attain or exceed the PAL but not the enforcement standard.
- d. The concentrations of samples analyzed for fluoride in well MW-12C did not attain or exceed the PAL established in NR 140. Therefore, the requested exemption to groundwater standards is not necessary.

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- e. The proposed facility will not cause the concentration of arsenic, cadmium, selenium, and fluoride to exceed the enforcement standard for these substances at a point of standards application because of the landfill design.
 - f. The proposed facility is designed to achieve the lowest possible concentrations for arsenic, cadmium, fluoride and selenium which are technically and economically feasible.
29. Based on an examination of the groundwater quality data for the proposed facility for nitrate or substances of public welfare concern and the information listed in Findings of Fact 26 and 27 above, the Department finds the following:

- a. Mean background concentrations above the preventive action limits but below the enforcement standards established for the following substances of public welfare concern and nitrate + nitrite (as N) were observed in groundwater samples from the monitoring wells listed below:

<u>Substance</u>	<u>Well Number</u>
Manganese	2A, 6, 6A, 7, 12C, 18B, 25A, 30, 73, 84, 98A
Nitrate + Nitrite	1A, 5X, 17AR, 26, 33, 78
Sulfate	1B, 5B, 6B, 7, 21, 23, 22A, 58, 71

- b. Mean background concentrations above the enforcement standards established for the following substances of public welfare concern and nitrate + nitrite (as N) were observed at the monitoring wells listed below:

<u>Substance</u>	<u>Well Number</u>
Manganese	1A, 5X, 10, 10A, 12A, 12B, 17AR, 17B, 18R, 18A, 27, 27A, 29, 31R, 32R, 41, 42X, 49, 52, 57X, 58A, 65, 75, 79, 83, 99
Nitrate + Nitrite	7
Sulfate	1, 1A, 2A, 2B, 5X, 5A, 6, 6A, 10, 10A, 12, 12A, 12B, 12C, 17AR, 17B, 18R, 18A, 18B, 22, 24, 25, 25A, 26, 27, 27A, 27B, 29, 30, 31R, 32R, 33, 41, 42X, 49, 49A, 49B, 52, 57X, 57A, 58A, 58B, 65, 73, 75, 78, 79, 83, 84, 98, 99

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- c. The proposed facility is designed to achieve the lowest possible concentrations for manganese, nitrate + nitrite, and sulfate which are technically and economically feasible.
 - d. The anticipated increase in the concentrations of manganese, nitrate + nitrite, and sulfate does not present a threat to public health or welfare because of the landfill design.
30. Although 8 rounds of baseline groundwater quality data were submitted for many wells, the Department does not have enough information to determine whether the results submitted are representative of background groundwater conditions at the following wells and for the parameters listed below. The sample results appear to be affected by well installation. The Department will evaluate additional data which will be submitted according to condition 13 below and grant exemptions to the NR 140 groundwater standards where appropriate.

<u>Substance</u>	<u>Well Number</u>
Cadmium	1, 1A, 2, 2A, 2B, 5B, 6A, 6B, 7, 10, 10A, 12, 12A, 12B, 17AR, 17B, 17R, 18A, 18B, 22, 22A, 22B, 23, 24, 25, 25A, 25B, 26, 27A, 27B, 31R, 32R, 41, 49, 49A, 52, 57A, 57X, 58, 58A, 58B, 65, 71, 73, 75, 78, 79, 83, 84, 98, 98A, 98B, 99
Manganese	2A, 6, 7, 18R, 27, 29, 30, 31R, 32R, 41, 49, 52, 73, 79
Nitrate +Nitrite (as N)	1A, 5X, 17AR, 33
Selenium	73
Sulfate	1A, 12A, 22A, 41, 49, 71

31. Granting the exemptions that are set forth below will not inhibit compliance with Wisconsin solid waste management standards in chs. NR 500 through 526, Wis. Adm. Code.
32. Neither the applicant, nor any person owning a 10% or greater legal or equitable interest in the applicant, or the assets of the applicant:
- a. Is in noncompliance with a plan approval or order issued by the Department for a solid or hazardous waste facility in Wisconsin;
 - b. Owns or previously owned a 10% or greater legal or equitable interest in a person, or in the assets of a person, who is not in

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compliance with a plan approval or order issued by the Department for a solid or hazardous waste facility in Wisconsin.

33. For the purpose of performing the needs assessment, the Department assumed an anticipated service area consisting of Brown County. This area takes into account the economics of waste collection, transportation, and disposal.
34. The Department projects an average annual waste load for the anticipated service area of 279,775 tons per year which would be disposed in the MSWLF.
35. There are several approved municipal solid waste disposal facilities, as defined in ss. 144.441(1)(a), Stats., located in the anticipated service area. These facilities include the Brown County West Landfill which is expected to reach final capacity in November, 1996, the Brown County East Landfill is expected to reach final capacity in March, 1999, and the James River Corporation - Northland Landfill which accepts waste generated at the James River Corporation in Green Bay.
36. There is one nonapproved facility, as defined in ss. 144.441(1)(c), Stats., located in the anticipated service area. The Fort Howard Corporation Landfill only accepts waste generated at the Fort Howard Corporation in Green Bay.
37. There are no proposed facilities in the anticipated service area for which a feasibility report has been submitted and determined to be complete by the Department.
38. There are no Recycling/Resource Recovery facilities within the anticipated service area having a license or plan of operation approval from the Department. The Department considered the effects of recycling at the self-certified Brown County Materials Recycling Facility in the calculations of waste generation. The materials recycled at this facility may not be accepted at the proposed landfill.
39. There are no proposed facilities for the recycling of solid waste or for the recovery of resources from solid waste within the anticipated service area.
40. There are no licensed or proposed solid waste incinerators with plans of operation approved by the Department within the proposed service area.
41. The Department considered the effect of the following facilities which are near but not within the anticipated service area:
 - 1) the proposed M & N Landfill. A feasibility report was submitted and deemed complete for the proposed M & N Landfill in the Town of Chilton, Calumet County. The Department issued a plan of operation approval but the facility was never constructed. A

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feasibility report submitted in May, 1996 for an expansion to the originally approved facility has not been deemed to be complete.

- 2) the Outagamie County Landfill. This approved facility accepts waste generated within Outagamie County only.
 - 3) the Waste Management Inc. (WMI) Ridgeview Recycling and Disposal Facility located in Whitelaw, Manitowoc County. This landfill is located approximately 45 miles from the centroid of waste generation in Brown County. The Department projects that the WMI facility will reach final capacity within one year of the opening of the proposed landfill assuming that past disposal rates remain constant. A feasibility report submitted in September 1996 for an expansion to the originally approved facility has not been deemed complete.
42. The Department has complied with the requirements of ch. NR 150, Wis. Adm. Code, and s. 1.11, Stats., and has adopted all practical means to avoid or minimize environmental harm consistent with social, economic and other essential considerations.
 43. The special conditions set forth below are needed to assure that the facility will not pose a substantial hazard to public health or welfare.

CONCLUSIONS OF LAW

1. The proposal will comply with the applicable requirements of chs. NR 500 through 526, Wis. Adm. Code, provided that the conditions of the feasibility determination set forth below are met.
2. The procedural requirements of s. 1.11 and s. 144.44, Stats., have been complied with.
3. The Department has the authority to determine that a site is feasible with special conditions, if the conditions are needed to ensure compliance with chs. NR 500 through 526, Wis. Adm. Code.
4. The Department has the authority under s. NR 140.20 and s. NR 507.18, Wis. Adm. Code to require sampling for baseline water quality and to specify parameters for such sampling.
5. The conditions of site feasibility set forth below are needed to ensure compliance with ch. NR 140 and chs. NR 500 through 526, Wis. Adm. Code.
6. Sufficient need for the proposed MSWLF has been established under the applicable provisions of s. 144.44(2)(nm), Stats.
7. The Department has the authority under s. NR 504.04(2), Wis. Adm. Code, to grant exemptions to the location standard of s. NR 504.04(3)(f), Wis.

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Adm. Code, regarding the siting of a solid waste land disposal facility within 1,200 feet of any private water supply well.

8. The Department has authority under s. NR 812.43(1), Wis. Adm. Code, to grant variances to the location standard of s. NR 812.08(4)(g)1, Wis. Adm. Code, regarding private water supply wells located within 1,200 feet of a proposed landfill.
9. The Department has the authority under s. NR 140.28, Wis. Adm. Code, and ss. 160.19(8) and (9), Stats., to grant exemptions to the Wisconsin Groundwater Standards for arsenic, cadmium, fluoride, manganese, nitrate + nitrite (as N) and sulfate in ch. NR 140, Wis. Adm. Code.
10. In accordance with the foregoing, the Department has the authority under s. 144.44, Stats., to issue the following determinations.

GRANT OF EXEMPTIONS

1. Brown County has demonstrated circumstances which warrant an exemption from s. NR 504.04(3)(f) and a variance from s. NR 812.08(4)(g)1, Wis. Adm. Code, to allow construction of a municipal solid waste landfill and process residue monofill where the proposed limits of filling are within 1,200 feet of any private water supply well. Exemptions are hereby granted for the following six private water supply wells identified in the feasibility report:

<u>Well Owner</u>	<u>Address</u>
William Clancy	7226 Old '57' Rd., Greenleaf, WI
Phillip Conley	7310 Old '57' Rd., Greenleaf, WI
Edward Gerrits	7380 Old '57' Rd., Green leaf, WI
Peter Haen	1216 Lamers Clancy Rd., Greenleaf, WI
Margaret Labs	1239 Lamers Clancy Rd., Greenleaf, WI
Daniel Pleshek	1252 Lamers Clancy Rd., Greenleaf, WI

2. Brown County has demonstrated circumstances which warrant an exemption to the groundwater standards for arsenic, cadmium, fluoride, manganese, nitrate + nitrite (as N) and sulfate in ch. NR 140, Wis. Adm. Code, as specified in s. NR 140.28, Wis. Adm. Code, to allow the construction of a municipal solid waste landfill and process residue monofill in an area where a preventive action limit or enforcement standard has been attained or exceeded. The Department will establish alternative concentration limits for the parameters and wells listed below when sufficient rounds of baseline groundwater quality samples have been collected and analyzed as required in condition 9 below, and the alternative concentration limit calculations have been submitted.

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Exemptions pursuant to s. NR140.28(3)(a) are granted for the following substances and wells:

<u>Substance</u>	<u>Well Number</u>
Manganese	6A, 12C, 18B, 25A, 84, 98A
Nitrate + Nitrite (as N)	26, 78
Sulfate	18, 5B, 6B, 7, 21, 23, 58

Exemptions pursuant to s. NR140.28(3)(b) are granted for the following substances and wells:

Arsenic	1A, 1B, 2A, 2B, 5A, 5B, 6A, 6B, 10A, 17AR, 17B, 18A, 18B, 22A, 22B, 25A, 25B, 49A, 49B, 57A, 57B, 58A, 58B, 98A, 98B
Cadmium	5A, 5X, 6, 18R, 21, 27, 29, 30, 33, 42X, 57B
Fluoride	22C, 58C

Exemptions pursuant to s. NR140.28(4)(a) are granted for the following substances and wells:

Manganese	1A, 5X, 10, 10A, 12A, 12B, 17AR, 17B, 18A, 27A, 42X, 57X, 58A, 65, 75, 83, 99
Nitrate + Nitrite (as N)	7
Sulfate	1, 2A, 2B, 5X, 5A, 6, 6A, 10, 10A, 12, 12B, 12C, 17AR, 17B, 18R, 18A, 18B, 22, 24, 25, 25A, 26, 27, 27A, 27B, 29, 30, 31R, 32R, 33, 42X, 49A, 49B, 52, 57X, 57A, 58A, 58B, 65, 73, 75, 78, 79, 83, 84, 98, 99

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DETERMINATION OF NEED AND DESIGN CAPACITY

The department hereby determines as follows:

1. There is sufficient need within the anticipated service area for the proposed construction of the Brown County South municipal solid waste landfill in the Town of Holland, Brown County, Wisconsin.
2. A design capacity of 9,355,148 cubic yards for the proposed municipal solid waste landfill will provide for an expected operational life for the facility of approximately 15 years.

CONDITIONAL FEASIBILITY DETERMINATION

The Department hereby determines that the proposed Brown County South Solid Waste Land Disposal Facility in the Town of Holland, Brown County, Wisconsin is environmentally feasible and has the potential for use as a municipal solid waste disposal landfill and process residue monofill provided that the following conditions are complied with and the plan of operation is prepared in accordance with chs. NR 500 through NR 526, Wis. Adm. Code.

General:

1. The maximum design capacity of the proposed Brown County South municipal solid waste landfill shall not exceed 9,355,148 cubic yards and the maximum design capacity of the process residue landfill shall not exceed 3,696,323 cubic yards.
2. The plan of operation, at a minimum, shall comply with the requirements of chs. NR 500 through 526, Wis. Adm. Code, the Feasibility Report, and the conditions of this approval.

Facility Design

3. The plan of operation shall contain a detailed description of the landscaping plan proposed for the facility. The landscaping plan shall include the provision that all screening shall be constructed during the times needed to effectively screen the operations of the facility.
4. The plan of operation shall provide for a pre-construction investigation of the on-site clay to determine the degree and extent of any secondary porosity.

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5. The plan of operation shall provide for employment of an experienced team of biologists and wetlands experts to design and supervise construction of the proposed biofilter.
6. The plan of operation shall provide for the following procedures for control of bird populations:
 - a. supervisory procedures to assure that bird populations are not increasing,
 - b. appropriate population control procedures, and
 - c. procedures to mitigate any bird hazards to safe aircraft operations.
7. Agricultural tiles which exist on the property shall be removed and properly backfilled prior to landfill construction. Tiles which underlie the *Trillium nivale* (snow trillium) colony shall be terminated in such a way as to avoid disruption of the colony.
8. Protection for the area supporting the *Trillium nivale* colony shall be provided and the entrance roadway relocated in order to protect historic scatter designated Sk-1.

Environmental Monitoring

9. A minimum of 8 rounds of baseline groundwater sampling data which represent background groundwater conditions shall be provided for the substances and wells requiring an exemption from the groundwater standards of ch. NR 140, Wis. Adm. Code. The results of this monitoring, justification for use or removal of any baseline monitoring results in the calculation of alternative concentration limits (ACL) and the ACL calculations shall be submitted with the plan of operation.
10. A facility environmental monitoring plan, including groundwater, leachate, gradient control system, gas monitoring and surface water shall be included in the plan of operation and shall be consistent with that outlined in the environmental monitoring section of the attached feasibility summary. Detection monitoring shall comply with ch. NR 507, Wis. Adm. Code, including using the analytical methods specified in Appendix II.
11. A plan for monitoring private wells within 1200' of the limits of filling for the proposed facility shall be included in the plan of operation.
12. A revised sampling plan shall be included in the plan of operation. The plan shall comply with NR 507.16, Wis. Adm. Code. The months of

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sampling and order of sampling wells shall be defined in the sampling plan.

13. A minimum of 4 Subtitle D wells around the MSWLF shall be identified and results of baseline analysis for public health standards included in the plan of operation.
14. Within 60 days of abandonment, documentation for the abandonment of monitoring wells which will not be included in the monitoring program shall be provided to the Department on Well/Drillhole/Abandonment forms. Revised Well Information Forms indicating the well abandonments shall be included with the Plan of Operation.
15. Brown County shall continue to monitor groundwater elevation quarterly in wells MW-26, MW-29, and MW-30 until they are abandoned.
16. The proposed location for no less than 2 additional groundwater monitoring wells or well nests on the north and eastern end of the MSWLF shall be included in the plan of operation.
17. A contingency plan for monitoring methane in buildings adjacent to the proposed landfills shall be included in the plan of operation.
18. A proposal for monitoring landfill settlement shall be included in the plan of operation.
19. The plan of operation shall provide for compliance with the requirements of Ch. NR 406, Wis. Adm. Code.

Closure and Long-Term Care:

20. The plan of operation shall include site closure and long-term care cost estimates. These cost estimates shall account for closure construction of the largest open area during site life, and water quality monitoring and leachate treatment costs through the long term care period of 40 years. The estimates shall be developed with reference to local materials and unit prices assuming that the State of Wisconsin will be required to complete closure and perform long-term care on contract basis. The anticipated operating life and replacement schedule of all engineering design features shall be addressed and reflected in cost estimates. At a minimum, cost estimates for the following items shall be considered:

Closure

Final cover geomembrane and soils
Topsoil placement
Seed, fertilize, & mulch
Grading and abandonment of borrow areas

Long-Term Care

Erosion control and surface repair
Seed, fertilize, & mulch
Groundwater and leachate monitoring
Gas extraction

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Gas extraction system	Leachate hauling and treatment
Leachate head wells	Leachate pipe cleaning
Construction documentation reports	Pump maintenance & electrical usage
Contingency (10%)	Road repair
	Contingency (10%)

Miscellaneous

21. Wet process residue wastes may not be disposed of at the MSWLF without separate Department approval prior to disposal at the MSWLF. Application for the disposal of these types of waste shall be accompanied by a detailed physical and chemical waste characterization and any proposed changes in the disposal operation and predicted leachate generation rates.

The Department retains the jurisdiction either to require the submittal of additional information or to modify this approval at any time if, in the Department's opinion, conditions warrant further modifications.

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NOTICE OF APPEAL RIGHTS

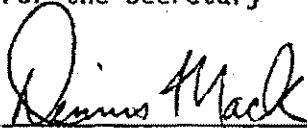
If you believe you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.


This notice is provided pursuant to section 227.48(2), Stats.

Dated OCT 23 1996

DEPARTMENT OF NATURAL RESOURCES
For the Secretary



Dennis Mack, P.E., Chief
Technical Support Section
Bureau of Waste Management



David Carper, P.E., P.G.
Bureau of Waste Management



Barbara J. Hennings, P.G.
Bureau of Waste Management

Tab C



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
37 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF

R-19J

George E. Meyer
Secretary
Wisconsin Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

Dear Mr. Meyer:

Pursuant to the Federal Polychlorinated Biphenyl (PCB) regulations published on February 17, 1978, 40 Code of Federal Regulations (C.F.R.) § 761.60 (a) (5), under the authority of the Toxic Substances Control Act (TSCA) of 1976 (Public Law 94-469), 15 U.S.C. §§ 2605 and 2617, the United States Environmental Protection Agency, Region 5 (U.S. EPA) is issuing the enclosed document entitled "In The Matter of The State of Wisconsin, Department of Natural Resources, Approval To Dispose of Polychlorinated Biphenyls (PCBs)." This approval allows the Wisconsin Department of Natural Resources (WDNR) to select disposal facilities that comply with Wisconsin Administrative Code Chapters NR 500-520 for the disposal of sediments contaminated with PCBs at concentrations of 50 ppm or greater from sediment remediation projects conducted under the authority and supervision of the WDNR. In granting this approval, the U.S. EPA retains all of its authority to issue PCB disposal approvals in the State of Wisconsin under 40 C.F.R. §§ 761.60, 761.70, and 761.75.

This approval is based upon the WDNR's May 6, 1994 application to dispose of dredged sediments by an alternative disposal method, under 40 C.F.R. § 761.60 (a) (5), and upon the U.S. EPA's evaluation of the State of Wisconsin's solid waste landfill regulations (Wisconsin Administrative Code Chapters NR 500-520). In addition, the approval is based upon the Agency's conclusion that the disposal of PCB contaminated sediments in a State of Wisconsin solid waste landfill will provide adequate protection to human health and the environment. In evaluating this application, the U.S. EPA has given great weight to the WDNR's record of commitment to environmental protection and demonstrated ability to administer its programs.

This approval shall be effective upon the date of my signature, and it may be terminated at any time by either the WDNR or the U.S. EPA by written notice to the other party. The WDNR and the U.S. EPA will meet at the end of each year to discuss the

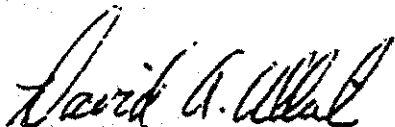
progress made under this program and to discuss the objectives for the next year.

While the U.S. EPA anticipates no significant problems with the State's administration of this approval, it is the responsibility of the WDNR and of the disposal facilities selected under this approval to ensure that all applicable provisions of TSCA, the Federal PCB regulations, and the terms of this approval are followed. Violation of any of the applicable provisions may be cause for an enforcement action under Section 15 of TSCA, 15 U.S.C. § 2614.

In closing, I applaud the WDNR's plans for remediation of PCB contaminated sediments from State waters. The WDNR is clearly at the forefront of such efforts. We at Region 5 also place a high priority on remediation of contaminated sediments from our rivers and lakes. It is my hope that by issuing this disposal approval the U.S. EPA will help to realize WDNR's ambitious sediment program.

Please contact Phyllis Reed of my staff, at (312) 886-6086, if you have any questions pertaining to this matter.

Sincerely yours,



Valdas V. Adamkus
Regional Administrator

Enclosure

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

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

AUTHORITY

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

EFFECTIVE DATE

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

BACKGROUND

Section 6(e)(1)(A) of TSCA requires the United States Environmental Protection Agency (U.S. EPA) to promulgate rules for the disposal of polychlorinated biphenyls (PCBs). The rules implementing section 6(e)(1)(A) were published in the Federal Register of May 31, 1979 (44 FR 31514) and recodified in the Federal Register of May 6, 1982 (47 FR 19527). Those rules require, among other things, that various types of PCBs and PCB Articles be disposed of in U.S. EPA-approved landfills (40 C.F.R. § 761.75), incinerators (40 C.F.R. § 761.70), high efficiency boilers (40 C.F.R. § 761.60), or by alternative methods (40 C.F.R. § 761.60(e)) that demonstrate a level of performance equivalent to U.S. EPA-approved incinerators. Those rules also allow for the approval to dispose of dredged materials by an alternate method (40 C.F.R. § 761.60(a)(5)) that provides adequate protection to health and the environment, provided that disposal in a U.S. EPA-approved incinerator (40 C.F.R. § 761.70) or chemical waste landfill (40 C.F.R. § 761.75) is not reasonable and appropriate based on technical, environmental, and economic considerations. The May 31, 1979 Federal Register designated Regional Administrators as the approval authority for PCB disposal facilities.

Section 18(a)(2)(B) of TSCA prohibits any State or political subdivision of a State from establishing or continuing in effect any requirement applicable to any chemical substance or mixture or article containing such substance or mixture regulated under

Sections 5 or 6 of TSCA, except that a State may regulate the disposal of such chemicals, mixtures, and articles as described at Section 6(a)(6) of TSCA. U.S. EPA has determined that under TSCA, State requirements regarding disposal of PCBs are completely exempt from Federal preemption insofar as they prescribe what may be done within the State boundaries, but that a State may not require PCBs generated within its boundaries to be disposed of by a method less restrictive than prescribed by TSCA (43 FR 7153, February 17, 1978).

FINDINGS

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

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

CONDITIONS OF APPROVAL

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

1. This approval applies only to sediments contaminated at PCB concentrations of 50 ppm or greater which have originated in Wisconsin waterways. Dilution of sediments to reduce the PCB concentration to below 50 ppm is not allowed. Disposal of sediments contaminated at concentrations of 500 ppm or greater is subject to concurrence by both U.S. EPA, Region 5, and the WDNR on a case by case basis.
2. This approval applies only to sediment remediation projects conducted under the authority and supervision of WDNR.
3. WDNR shall provide a written notice of project activity to U.S. EPA, Region 5 within 30-days following the selection of each sediment disposal landfill under this approval.
4. WDNR shall provide public notification at least 30-days prior to the selection of each sediment disposal landfill under this approval. If this notification generates sufficient public interest, WDNR shall hold a public meeting to discuss the selection of the landfill. WDNR shall consider all oral and written comments received prior to issuing a landfill plan modification to accept PCB contaminated sediments.
5. WDNR shall give full consideration to issues of environmental justice in selecting or siting the sediment disposal landfills under this approval.
6. WDNR shall issue a plan modification to the selected landfill requiring the landfill to comply with approval conditions numbered 11, 12, 14, 16, 18, 19, 21, 24, and 25, as set forth herein.
7. In issuing a plan modification to a chs. NR 500-520, Wis. Adm. Code, landfill for disposal of PCB contaminated sediments, WDNR shall specify to the selected landfill(s) the nature of the remediation and disposal project. This plan modification shall also include a statement that the facility may be used for the disposal of PCB containing sediments at 50 ppm or greater only if they originated from a specified WDNR project.
8. Prior to issuing a plan modification for a landfill to accept PCB contaminated sediment, WDNR shall review all past exemptions from chs. NR 500-520, Wis. Adm. Code, granted to said landfill and determine whether any exemption is relevant to TSCA and the conditions of this approval. If the exemption is relevant to TSCA or the conditions of this approval, WDNR shall receive U.S. EPA concurrence with the exemption before issuing the plan modification.
9. If WDNR issues additional exemptions from chs. NR 500-520, Wis. Adm. Code, relevant to this approval, after a landfill

has received a plan modification, WDNR shall obtain U.S. EPA concurrence before placing additional PCB contaminated sediments in the landfill.

10. WDNR shall provide written notice to each selected landfill that the landfill is required under 40 C.F.R. § 761.205(a)(1) to notify U.S. EPA of the landfill's PCB waste handling activities by filing U.S. EPA Form 7710-53.
11. Prior to placing any PCB contaminated sediment in a landfill, the selected landfill shall file U.S. EPA Form 7710-53, as required by 40 C.F.R. § 761.205(a)(1).
12. PCB contaminated sediments placed in a chs. NR 500-520, Wis. Adm. Code, landfill may not be commingled with any potentially incompatible waste. Potentially incompatible wastes are those wastes that have the capacity to mobilize PCBs.
13. WDNR shall conduct an annual evaluation of PCB (≥50 ppm) sediment disposal projects. WDNR shall submit an evaluation report to the Regional Administrator, U.S. EPA, Region 5, by July 1 of each year covering the previous calendar year's activities under the approval. The report shall include the total volume of PCB contaminated sediment disposed under this approval during the year. The conditions of this permit shall serve as a basis for this evaluation. Upon receipt of the WDNR annual evaluation report, U.S. EPA, Region 5 shall comment either by concurring with the evaluation or by indicating where U.S. EPA disagrees with the results.
14. In the event that this permit is terminated by either the U.S. EPA or WDNR, PCB contaminated sediments previously disposed in a landfill designated pursuant to this approval shall be considered by U.S. EPA to have been properly disposed of and in full compliance with 40 C.F.R. § 761.60 requirements, provided that the sediment was disposed of according to State regulatory requirements and the conditions of this approval and that the landfill continues to operate under the terms and conditions of this approval.
15. In the event that this approval is terminated, WDNR shall ensure that the landfill continues to comply with the monitoring and corrective action requirements of this approval.
16. Owners or operators of landfills accepting PCB contaminated sediments under this approval shall be required by WDNR to test for PCBs in the leachate on a quarterly basis for the first year following disposal. If no PCBs are detected in leachate, the WDNR may allow testing on an annual basis. The landfill owner or operator shall be required by WDNR to

perform PCB sampling at site groundwater monitoring wells in the event of any significant change to PCB levels in the leachate. Leachate or groundwater known or suspected of having concentrations of 50 ppm or greater shall be managed as PCB waste in accordance with § NR 157.07, Wis. Adm. Code, and 40 C.F.R. § 761.60.

17. Prior to WDNR issuing a plan modification for a landfill to accept PCB contaminated sediment, the owner or operator of the landfill shall analyze their leachate for PCBs and shall provide WDNR with a copy of the analytical results.
18. Prior to the discharge of leachate to a publicly owned treatment works (POTW), and regardless of the actual PCB concentration in the leachate, a landfill selected under this approval shall notify the POTW that the landfill accepts PCB contaminated sediments.
19. Groundwater at any landfill accepting PCB contaminated sediments under this approval shall meet § NR 140.10, Wis. Adm. Code, groundwater preventive action and enforcement standards for PCBs, as defined in the point of standards application at § NR 140.22, Wis. Adm. Code.
20. The WDNR shall respond to exceedances of groundwater standards in accordance with §§ NR 140.24, NR 140.26, and ch. NR 708, Wis. Adm. Code.
21. Monitoring well water suspected or known to contain PCBs in excess of § NR 140.10, Wis. Adm. Code, groundwater standards for PCBs of 0.03 parts per billion shall not be discharged directly to the ground or to receiving waters and shall be contained, managed, and treated as leachate.
22. The Department shall provide written notice to Region 5 within 10 days of any state-ordered remedial action related to PCB waste at a landfill authorized to accept PCB contaminated sediments under this approval. Remedial response to spills or exceedances of groundwater standards shall be performed under §§ NR 140.24. and NR 140.26 and chs. NR 158 and NR 708, Wis. Adm. Code, authority and 40 C.F.R. § 761.125.
23. Landfills selected under this approval may not be located in the 100 year floodplain.
24. PCB contaminated sediments shall be dewatered or solidified prior to arrival at a landfill selected under this approval.
25. PCB contaminated sediments disposed under this approval may not be used as daily cover.

26. WDNR shall notify each landfill selected under this approval that the landfill shall provide U.S. EPA with an annual document log, complying with 40 C.F.R. § 761.130(b), for each year that the landfill accepts PCB contaminated sediments.
27. This approval will expire five (5) years from the date of the Regional Administrator's signature on the approval. This approval may be renewed upon the concurrence of both parties to the approval at five year intervals. Discussions on approval renewal will begin 180 days before the approval's next expiration date.

APPROVAL

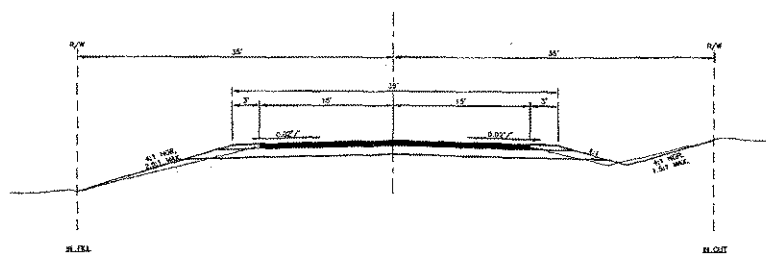
Providing the above mentioned conditions are met, and in accordance with 40 C.F.R. § 761.60(a)(5), and consistent with the WDNR's May 6, 1994 sediment disposal application and its attachments, the WDNR is granted an approval to select disposal facilities having approved plans of operation under § 144.44(3)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



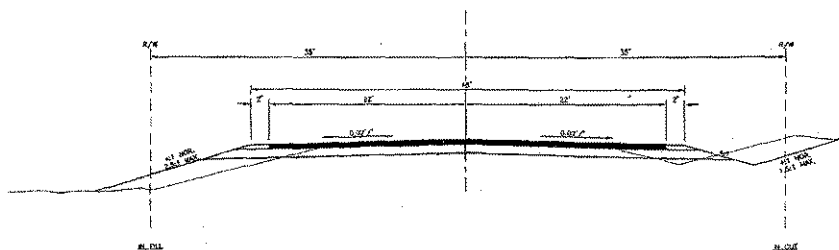
Valdas V. Adankus
Regional Administrator
U.S. Environmental Protection Agency
Region 5

Date 1/24/95

Tab D



PROPOSED TYPICAL SECTION
MILL ROAD
LANDFILL ENTRANCE TO OLD "57"
2 LANE ROAD



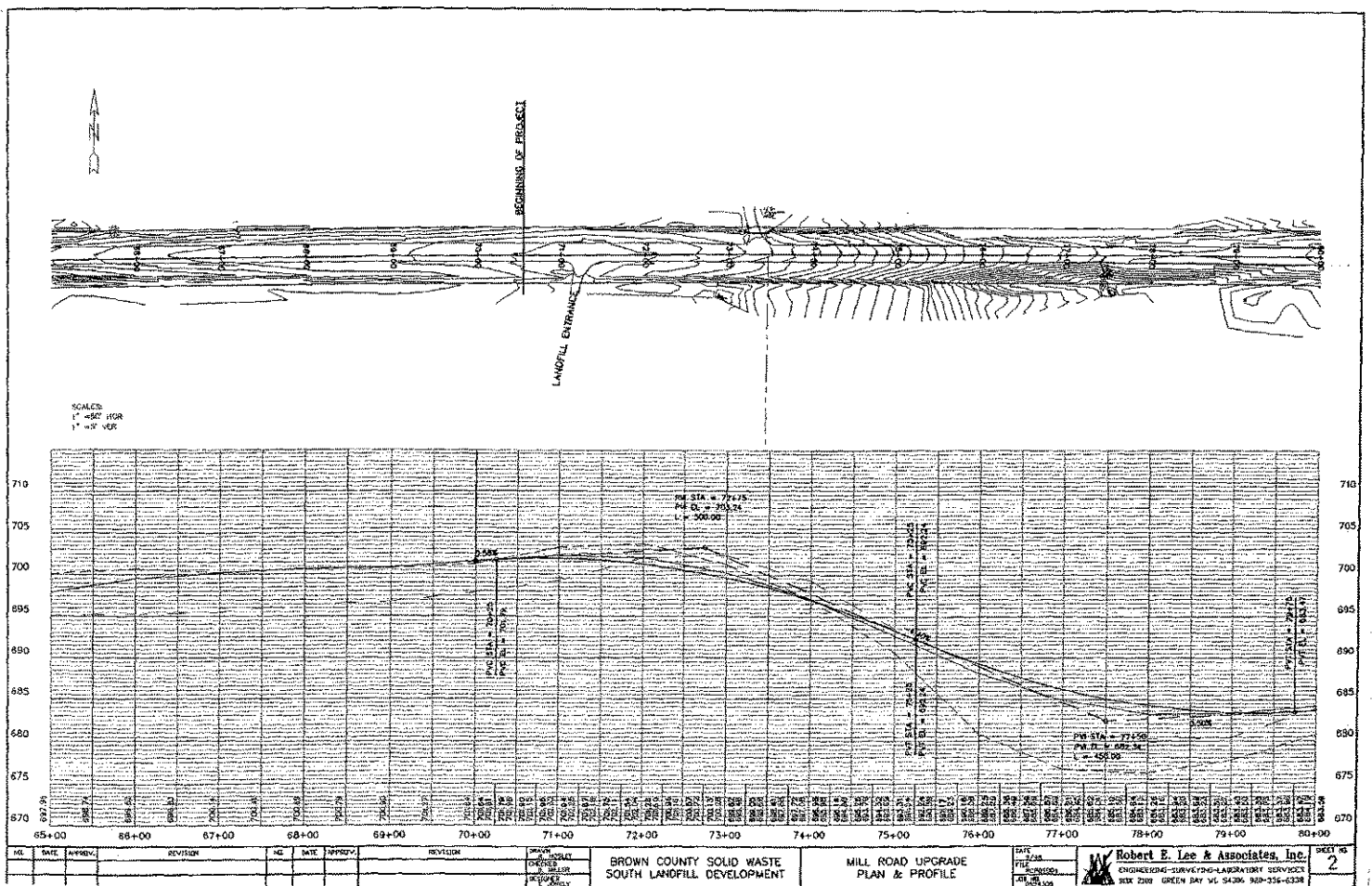
PROPOSED TYPICAL SECTION
MILL ROAD
OLD "57" TO S.T.H. 57
4 LANE ROAD

REV.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DESIGN	PROJECT	DATE	BY	CHKD.	APP'D.	SCALE	SHEET NO.
															1

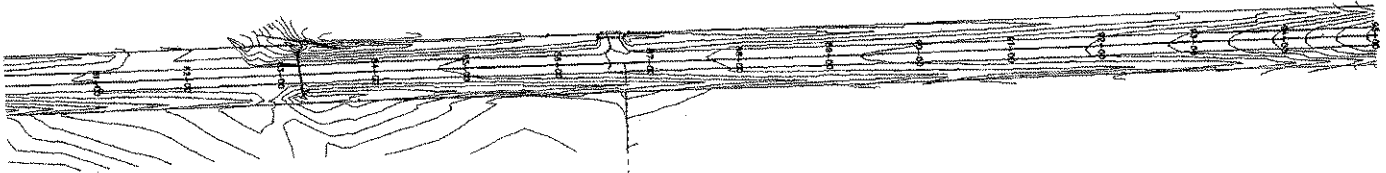
BROWN COUNTY SOLID WASTE
SOUTH LANDFILL DEVELOPMENT

TYPICAL ROAD SECTIONS
MILL ROAD UPGRADE

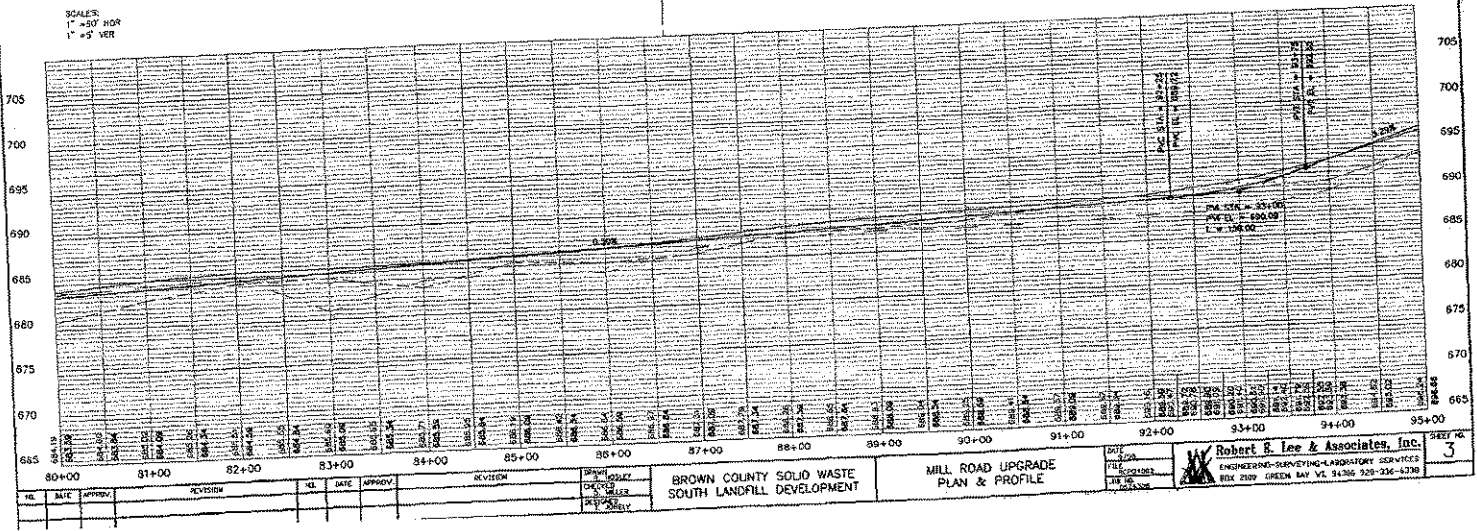
Robert E. Lee & Associates, Inc.
ENGINEERING-SURVEYING-LABORATORY SERVICES
BOX 2430 GREEN BAY WI 54706 414-236-6300



AN
D



SCALES:
1" = 50' HOR
1" = 5' VER



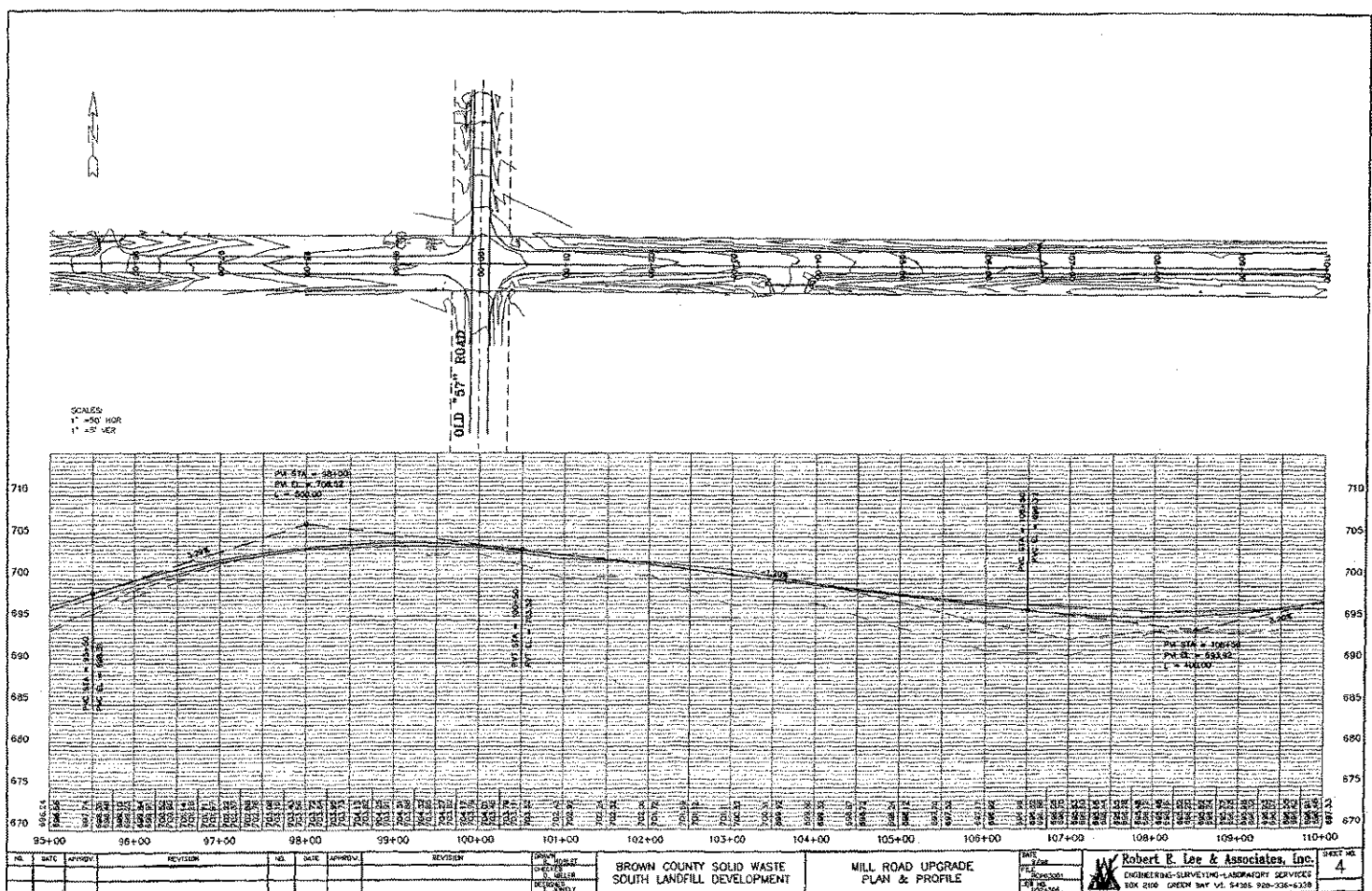
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2	10/1/88	RL	REVISED
3	10/1/88	RL	REVISED
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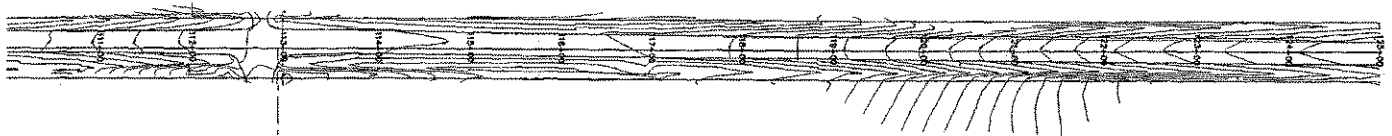
BROWN COUNTY SOLID WASTE
SOUTH LANDFILL DEVELOPMENT

MILL ROAD UPGRADE
PLAN & PROFILE

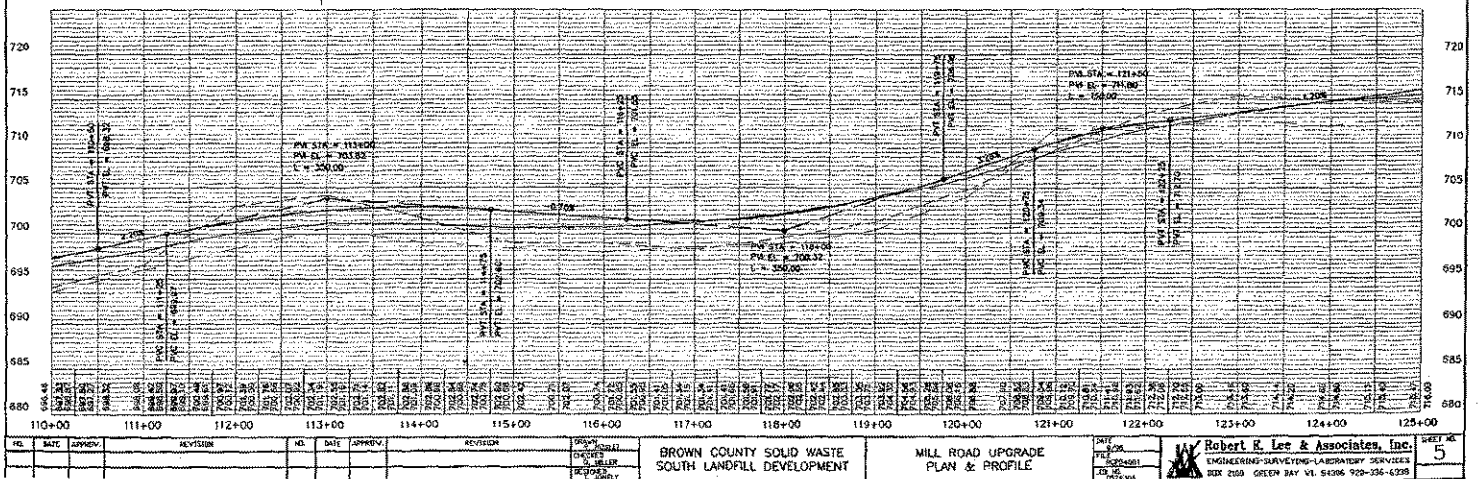
Robert E. Lee & Associates, Inc.
ENGINEERING-SURVEYING-LABORATORY SERVICES
BOX 2109 GREEN BAY WI 54306 920-236-4700

SHEET NO.
3





SCALE:
1" = 50' HOR
1" = 5' VER



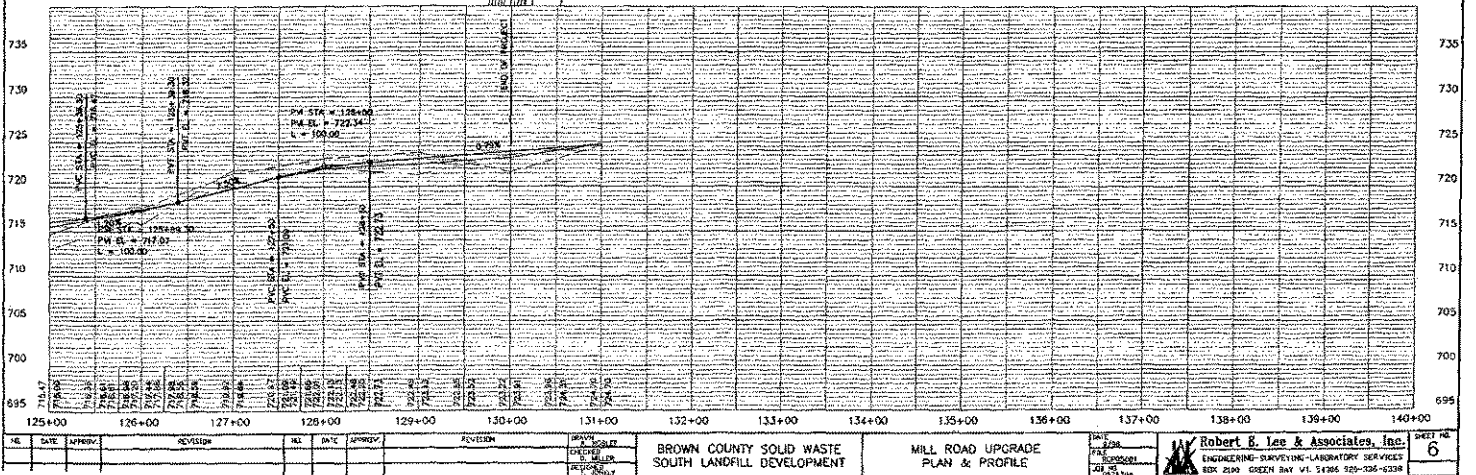
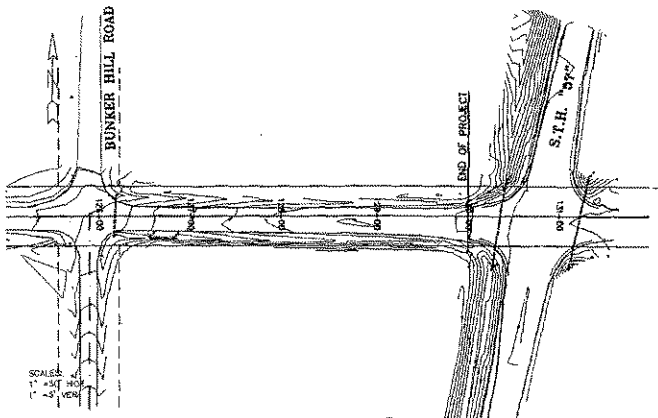
BROWN COUNTY SOLID WASTE
SOUTH LANDFILL DEVELOPMENT

MILL ROAD UPGRADE
PLAN & PROFILE

DATE
FILE
CITY

Robert K. Lee & Associates, Inc.
ENGINEERING-SURVEYING-LABORATORY SERVICES
BOX 200 GREEN BAY WI 54306 920-236-6399

SHEET NO.
5



BROWN COUNTY SOLID WASTE
SOUTH LANDFILL DEVELOPMENT

MILL ROAD UPGRADE
PLAN & PROFILE

DATE
BY
CHECKED
APPROVED

Robert E. Lee & Associates, Inc.
ENGINEERING-SURVEYING-LABORATORY SERVICES
BOX 2100 GREEN BAY WI 54306 920-336-6338

SHEET NO.
6

Tab E

TOWN OF HOLLAND

WM. M. CLANCY, TOWN CLERK

7226 Old 57

Greenleaf, WI 54126

September 29, 1998

Mr. Charles J. Larscheid, Director
Solid Waste Department
2561 South Broadway Street
Green Bay WI 54304

Dear Mr. Larscheid:

Brown County has contacted both the Town of Wrightstown and the Town of Holland with respect to the use of Mill Road for vehicles traveling to the landfill proposed to be located on the former K.C. Stock property in the Town of Holland.

We understand that this issue is being addressed in the Landfill Siting Agreement negotiations currently underway between Brown County and the Town of Holland. We further understand that if an Agreement is reached between the Town of Holland and Brown County, that it will call for Brown County to upgrade Mill Road between STH 57 and Old 57 to a four-lane road.

By this letter the Town of Holland and the Town of Wrightstown give their consent to the addition of Mill Road, from STH 57 west to the landfill entrance, to the County Trunk Highway system, pursuant to s. 83.025 Stats., subject to the following. Our consent is contingent upon the execution of a Landfill Siting Agreement between Brown County and the Town of Holland which calls for Brown County to upgrade Mill Road between STH 57 and Old 57 to a four-lane road. Our consent is effective on the effective date of the Landfill Siting Agreement between the Town of Holland and Brown County.

Thank you very much.

For the Town of Holland:

Jerome Wall Chairman
Reggie Ray Supervisor
John Timpano Supervisor
WM. M. Clancy Clerk
(date) Oct 6 1998

For the Town of Wrightstown:

William Verheijen (Chairman)
Emmett Ayer Sup.
Kyle Esquaine
(title)
Faye Wierschke
(date) Oct. 14, 1998

Tab F

ADJUSTED BASE RATE
CALCULATION METHODOLOGY

Obtain the All-Urban Consumer Price Index, Midwest Region (base 1998 = 100) from the U. S. Bureau of Labor Statistics for the month of June in the current calendar year, and the month of June in the previous calendar year. This data is published monthly; June data is available by late July.

For the first year in which the Base Rate is adjusted (calendar year 2002), the calculations will be performed as follows:

Subtract the Consumer Price Index for June 2000 from the Consumer Price Index for June 2001; divide the difference by the Consumer Price Index for June 2000; and multiply the result by 100 to obtain the percentage change in the Consumer Price Index for calendar year 2001.

Multiply that percentage change times the Base Rate for the year just ended (\$1.50/ton for calendar year 2001); and add the product to the Base Rate for the year just ended (\$1.50/ton for calendar year 2001). This gives the Adjusted Base Rate for the year just begun (calendar year 2002).

Similar calculations will be made early in approximately August or September each year, to determine the Adjusted Base Rate for the next calendar year.

Tab G

**COMMERCIAL ENTITIES
IN
TOWN OF HOLLAND ELIGIBLE FOR WASTE DISPOSAL SERVICES,
PURSUANT TO SECTION XIX OF AGREEMENT**

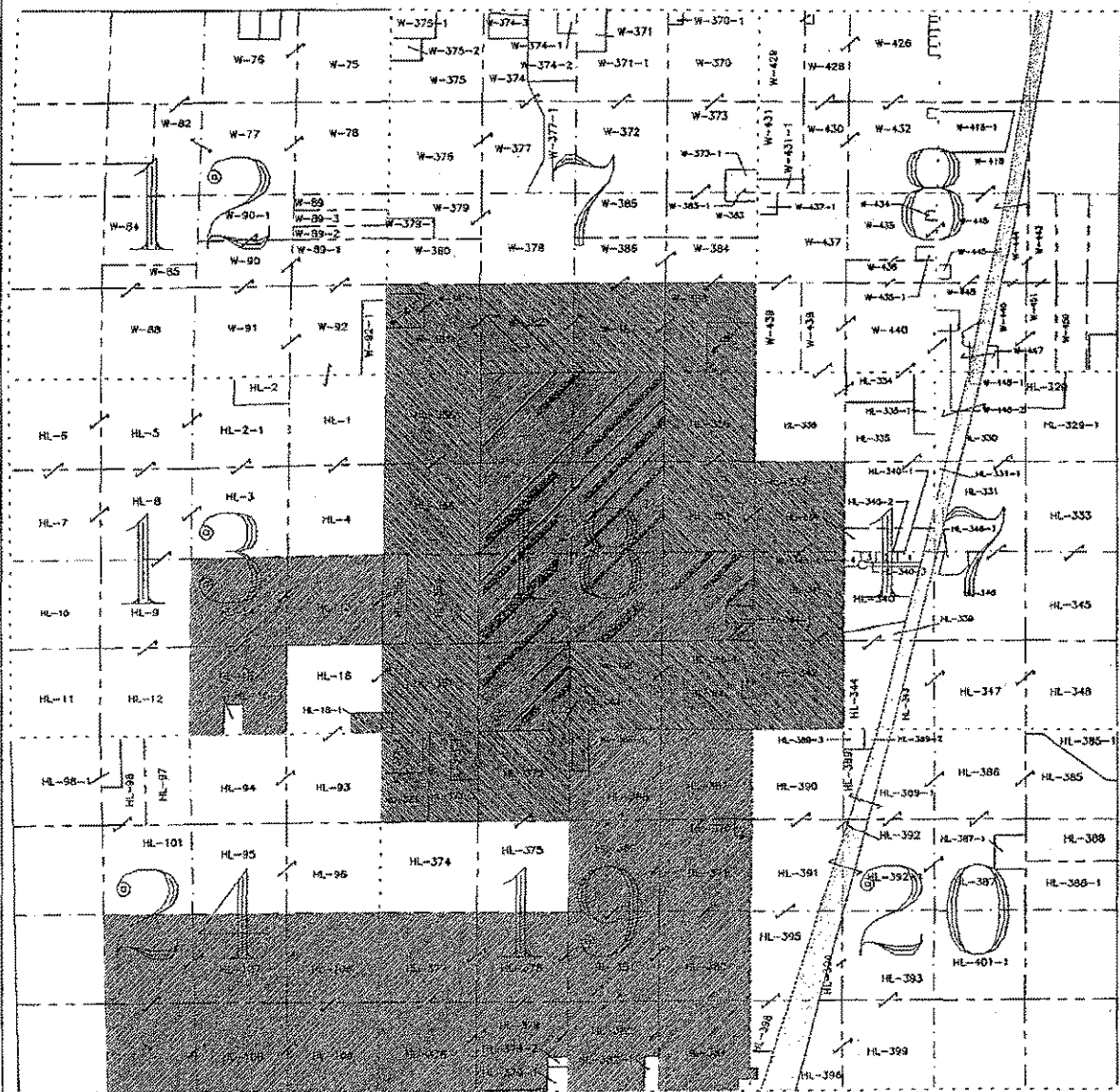
Name	Address	Type of Business
1. White Clover Dairy	489 County Trunk Highway CE Kaukauna WI 54130	Dairy Operation: Milk, Cheese, Whey, etc.
2. Brooks Oil	531 Man-Cal Road Kaukauna WI 54130	Oil Distributor, Gas Station, Mini-Mart
3. Schmidt Building	8189 County Trunk Highway D Kaukauna WI 54130	Farm Equipment, Construction
4. Holland Cold Storage, Inc.	524 Martin Lane Kaukauna WI 54130	Storage Facility
5. Hollandtown Automotive	468 County Trunk Highway CE Kaukauna WI 54130	Auto Repair
6. Van Abel's	County Trunk Highway D Kaukauna WI 54130	Restaurant, Bowling Alley, Reception Hall
7. Jandrey's Gun Shop	405 County Trunk Highway CE Kaukauna WI 54130	Gun Supplies
8. Petros Guitar	Bruce Petros 345 County Trunk Highway CE Kaukauna WI 54130	Guitar Manufacturer and Sales
9. Hilltop Furniture	7859 County Trunk Highway D Kaukauna WI 54130	Furniture Sales, also storage facility
10. Hilltop Furniture	7859 County Trunk Highway D Kaukauna WI 54130	Furniture Manufacturing
11. Star Orchard	253 County Trunk Highway CE Kaukauna WI 54130	Produce Store (Sales)
12. Broeren Oil	8078 County Trunk Highway D Kaukauna WI 54130	Petroleum Sales
13. Rocky Top Tavern	1710 Hill Road Greenleaf WI 54126	Tavern
14. Wrightstown Wood Products	1506 Lamers-Clancy Road Greenleaf WI 54126	Pallets
15. Old 57 Auto	7310 Old Highway 57 Greenleaf WI 54126	Auto Repair

Name	Address	Type of Business
16. Hunter's Park, Inc.	c/o 2880 Tradewinds Green Bay WI 54313	Game Farm/Gun Club
17. Willem's Well Drilling	7962 St. Pat's Church Road Greenleaf WI 54126	Well Drilling
18. Farm Feed & Seed	8000 County Trunk Highway D Kaukauna WI 54130	Feed Supply
19. State Wide Wrecking	c/o Robert Martin 2558 Mill Road Greenleaf WI 14126	Demolition
20. Greenleaf Landscaping	2404 Wayside Road Brillion WI 54110	Lawn Care Service

APPENDIX TO EXHIBIT G OF
LANDFILL SITING AGREEMENT
BETWEEN BROWN COUNTY AND THE
TOWN OF HOLLAND FOR THE BROWN COUNTY SOUTH LANDFILL
IN THE TOWN OF HOLLAND, BROWN COUNTY

Name	Address	Type of Business
21. Way-Lyn Trucking, Inc.	1913 Wayside Road Greenleaf WI 54126	Milk Hauler
22. Jeff Edinger	2732 Mill Road Greenleaf WI 54126	Home Builder
23. J.T. Brick	7498 Schwan Road Greenleaf WI 54126	Trucking
24. Brown County Sanitation Service, Inc.	P.O. Box 169 Greenleaf WI 54126 (shop located on 7434 Schwan Road)	Waste Hauling

Tab H





BROWN COUNTY SOUTH LANDFILL
FORMER STOCK PROPERTY
SECTION 18, T21N, R20E
BROWN COUNTY, WISCONSIN



0 2500 5000
SCALE IN FEET

LEGEND

-  PROPERTY OWNED BY BROWN COUNTY
-  PARCELS ELIGIBLE FOR PROPERTY OWNERS' PORTION PAYMENTS

Tab I

CRITERIA AND PROCEDURE FOR
DETERMINING COMPENSATION TO ADJACENT PROPERTY OWNERS

Pursuant to Section XX.A of this Agreement, the Town and Brown County have agreed that compensation (the "Property Owners' Portion") shall be provided by Brown County to the property owners listed in Section XX.A for the adverse impacts which may result from the siting and operation of the Landfill. It is recognized that certain property owners in the immediate vicinity of the Landfill Site, and particularly those property owners with homes near the active fill areas of the Landfill, may be adversely impacted by noise, dust, odors, traffic, and loss of value, use and/or enjoyment of their property as a result of the siting, construction, operation and/or closure of the Landfill.

Because these impacts will mainly occur during the operating life of the Landfill, the property owners listed in Section XX.A of the Agreement shall receive annual payments from Brown County during the active site life of the Landfill. These property owners shall receive a total sum equaling twenty percent (20%) of the compensation to be paid by Brown County to the Town of Holland (the Town's "Direct Payment" set forth in Section XIX.B of the Agreement) for waste disposed in the Landfill. These property owners shall also receive fifteen percent (15%) of any payment made to the Town for disposal of PCB-Impacted Sediments, as set forth at Section VIII.D.6 of the Agreement.

It is recognized that the greatest impact will be felt by those property owners who maintain a residence on property which is in one or more of the following categories: directly adjacent to the Landfill Site; within the prevailing wind direction from the

Landfill; or directly across a road from the boundaries of the Landfill Site.

The primary consideration in calculating the periodic compensation to the affected property owners is that the allocation must be fair, both in terms of the allocation between those property owners and in terms of the compensation received by those property owners as a class versus the compensation received by the Town of Holland on behalf of all Town residents. The calculations shall allocate the monetary payments from Brown County so that each property owner is compensated according to his/her degree of impact from the Landfill operations.

Toward that end, within ninety (90) days of the effective date of the Landfill Siting Agreement between Brown County and the Town of Holland, the Town shall hire an independent party to determine the percentage that each property owner listed in Section XX.A shall receive of the total monies to be paid to the class of adjacent property owners listed in Section XX.A of the Agreement. This allocation shall be prepared by the independent party within 30 days thereafter, shall be considered by the Town Board, and after Town Board approval, shall be presented to the Brown County Port and Solid Waste Department and attached to this Agreement as an addendum.

The allocation for each property owner shall consider all of the following elements, and shall be calculated by weighing the following factors as of the effective date of the Landfill Siting Agreement, in the following order, from most heavily weighted to least heavily weighted:

1. Proximity of residence and other improvements to active fill areas at the Landfill;
2. Whether the residence lies within the prevailing wind direction from the Landfill (and would thus be subject to odors and/or windblown materials from the Landfill);
3. Assessed value of residence, based on most recent property tax assessment;
4. The potential for contamination of private water supply well on the property resulting from groundwater contamination emanating from the Landfill;
5. The degree to which the property is impacted by the waste hauling route and waste hauling traffic resulting from Landfill operations;
6. The assessed value of the improvements (nonresidential buildings) on the property, based on the most recent property tax assessment; and
7. The assessed value of the property, based on the most recent property tax assessment.

Tab J

Document No.

WAIVER AND RELEASE

Return to: Linda H. Bochert
Michael, Best & Friedrich
P.O. Box 1806
Madison, WI 53701-1806

Parcel Number

THIS WAIVER AND RELEASE OF CLAIMS RELATING TO SITING, CONSTRUCTION, OPERATION AND CLOSURE OF LANDFILL is made by the undersigned on the date set forth below opposite such signatory's name. The undersigned hereby declares as follows:

1. We are the owners of the real property located in the Town of Holland [Wrightstown], Brown County, Wisconsin at [address] and identified by Tax Parcel No(s). []. The legal description of our property is _____
2. We understand that Brown County, acting through its Solid Waste Department and Solid Waste Management Board, has received necessary state and local approvals to site, construct, operate and close a Landfill on the real property located in the Town of Holland at Section 18, T21N, R20E and identified by Tax Parcel Nos. HL-354, HL-351, HL-357, HL-352, HL-358, HL-364, HL-363, and HL-362, sometimes also known as the former K.C. Stock property.
3. We understand that the Town of Holland and Brown County have entered into a Landfill Siting Agreement which requires Brown

County to make monetary payments to the Town and to listed property owners.

4. We understand that the Landfill Siting Agreement provides that, based on information provided by the Town of Holland, Brown County will make payments ("Property Owner Payments") directly to the owners of specifically identified properties as compensation for any and all adverse impacts--including, but not limited to, noise, dust, odors, traffic, loss of value, use and/or enjoyment of property--which may result from the siting, construction, operation and/or closure of the Landfill. Our property is among those identified properties which will receive these Property Owner Payments.
5. We understand that Brown County's obligation to make these Property Owner Payments will begin in the calendar year in which the Landfill opens for general operation and begins receiving waste for disposal, and will continue through the year in which the Landfill ceases receiving waste for disposal. These Property Owner Payments will be made by January 30 of each year for the preceding calendar year.
6. In consideration of the receipt of these Property Owner Payments, and other good and valuable consideration, we unconditionally waive and release any and all claims relating to the siting, construction, operation and/or closure of the Landfill, whether known or unknown now or in the future (including reasonable attorney's fees), other than those claims in paragraph 7, which we may now or in the future have against the Town of Holland, the Town of Holland Local Landfill Negotiating Committee, Brown County, the Brown County Port and Solid Waste Department, the Brown County Solid Waste Management Board, the Brown County Landfill Negotiating Committee and/or any generators of waste disposed in the Landfill, their present, former and future officers, agents, employees, contractors and insurers, heirs, successors and assigns.
7. This Waiver and Release does not apply to our right to participate in the Property Value Protection Program which is part of the Landfill Siting Agreement between the Town of Holland and Brown County. Notwithstanding the provisions of Paragraph 4 above, this Waiver and Release does not apply to any legal right we may have to bring or participate in any legal action against Brown County, the Brown County Port and Solid Waste Department, and/or the Brown County Solid Waste Management Board, to respond to environmental pollution or to address any violation of the Landfill Plan of Operation or License alleged to be caused by siting, construction, operation and/or closure of the Landfill, except that any such action shall not be used to attempt, directly or indirectly, to obtain further payments from Brown County, the Brown County

Port and Solid Waste Department, and/or the Brown County Solid Waste Management Board for any alleged harm or loss which is identified in this Release.

8. We understand that the term "Landfill" in this Waiver and Release of Claims includes any industrial process residue monofill and/or municipal/industrial/solid waste landfill, located on the property described in Paragraph 2, and may include disposal of PCB-impacted sediments, but does not include any hazardous waste storage, treatment and/or disposal facility.
9. We understand that if in the future Brown County is no longer the legal owner of the Landfill, the new legal owner will be required to make the Property Owner Payments described above, and this Release and Waiver of Claims will apply to that legal owner.
10. We understand that in the event we are no longer the legal owners of the identified property, the legal right to receive the Property Owner Payments will belong to the new legal owners and we will no longer be entitled to receive those payments.

IN WITNESS WHEREOF, the undersigned have signed this Waiver as of the date(s) set forth below.

Owner(s) :

_____	_____
	Date
_____	_____
	Date

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, _____,
the above named _____ known to be the
person(s) who executed the foregoing instrument, and who
acknowledged the same.

Name:
Notary Public, Wisconsin
My Commission: _____

This document was drafted by:
Linda H. Bochert
Michael, Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806
(608) 257-3501

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Tab K

Brown County South Landfill
Property Value Protection Program

	Property Owner	Property	Number of Eligible Properties
1	Elroy A. Lemke 2761 Day Street Greenleaf, WI 54126-9202	HL-4 W-92 HL-1	2
2	Michael & Louise Geurts 2490 Julie Circle De Pere, WI 54115-8731	W-380	1
3	Edward W. Heffelfinger 7052 Elmro Road Greenleaf, WI 54126-9752	W-92-1	1
4	Wiese Brothers P.O. Box 35 Greenleaf, WI 54126-0035 aka Wiese Brothers Partnership aka Greenleaf Acres - Wiese Brothers	W-381 W-382 W-387 W-384 W-386 W-388 HL-336 HL-334 HL-335 HL-331 HL-346 W-438	7
5	David J. & Grace Hiltunen 7059 Elmro Road Greenleaf, WI 54126-9752	W-381-1	1
6	Lyle & Martha Schmidt 7088 Old 57 Road Greenleaf, WI 54126-7-9748	W-388-1	1
7	Edward Gerrits, Jr. 7610 St. Pats Church Road Greenleaf, WI 54126-9610 aka Edward & Ione Gerrits	W-439 HL-390 HL-389-1 HL-389 HL-391 HL-392 HL-96 HL-365 HL-366 HL-366-1	6

Brown County South Landfill
Property Value Protection Program

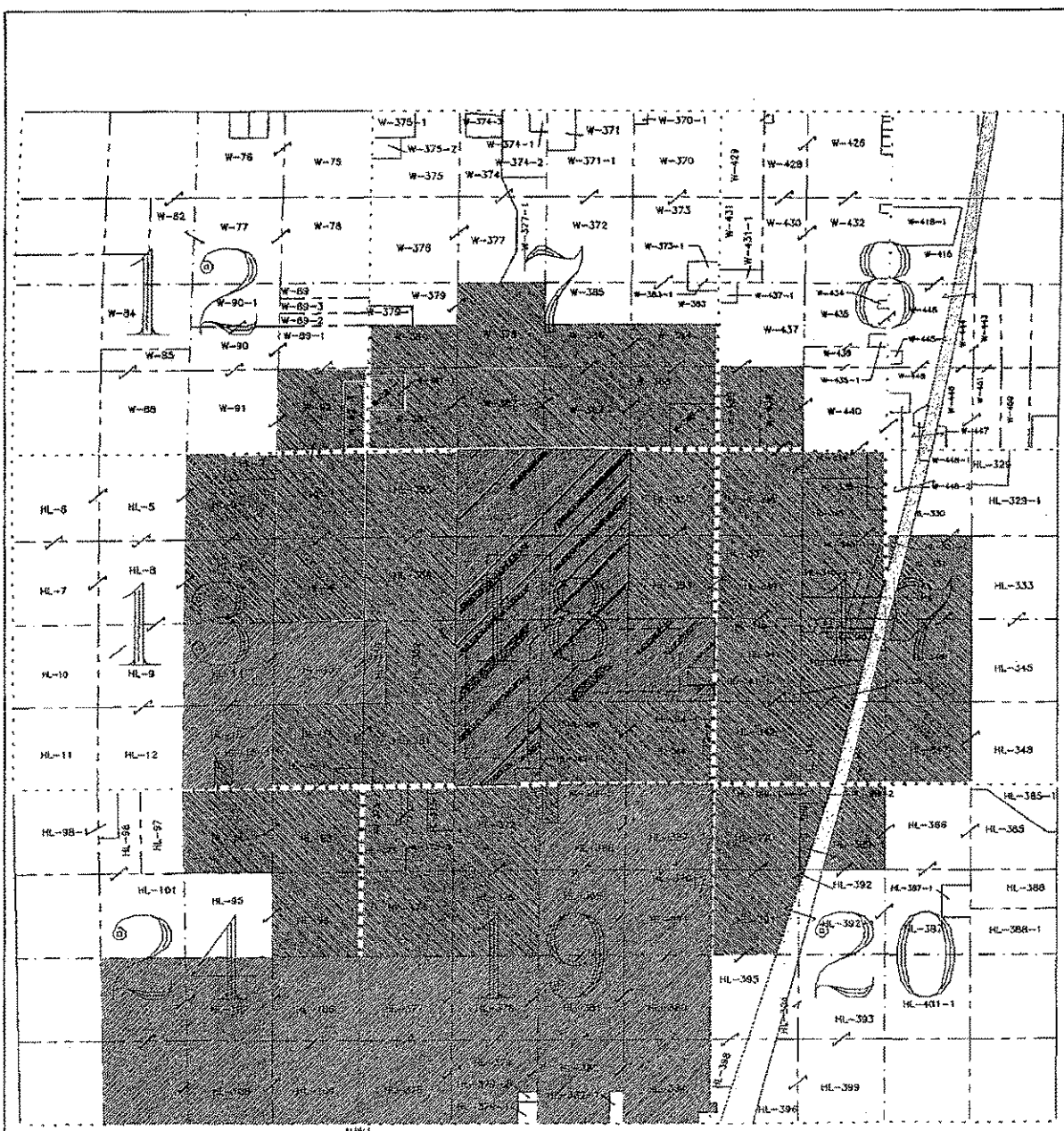
	Property Owner	Property	Number of Eligible Properties
8	Gerald J. Coenen 1005 Day Street Greenleaf, WI 54126-9753	W-378	1
9	David & Wanda Koltz 1492 Lamers & Clancy Road Greenleaf, WI 54126-9602	HL-389-3 HL-389-2	2
10	Gary & Katherine Huss 884 Mill Road Greenleaf, WI 54126-9751	HL-2-1 HL-3	2
11	John & Debra Brice 986 Mill Road Greenleaf, WI 54126-9751	HL-2	1
12	Thomas Gussert & Constance Leon 973 Lamers & Clancy Road Greenleaf, WI 54126-9636	HL-15-1	1
13	Peter & Paula Huettenbauch 1081 Lamers & Clancy Road Greenleaf, WI 54126-9636	HL-16-1	1
14	Darwin & Joan Schmalz 197 Van Den Broek Road Kaukauna, WI 54130-9691	HL-355 HL-356	2
15	Edwin Borneman 1022 Lamers & Clancy Road Greenleaf, WI 54126-9636	HL-361 HL-16 HL-93 HL-94	3
16	Terry J. Armstrong 7106 St. Pats Church Road Wrightstown, WI 54180	HL-346-1	1
17	Betty J. Clancy 1605 Day Street Greenleaf, WI 54126-9600	HL-338	1
18	George N. Wall - Wall Family Trust 138 N. Washington Street Kimberly, WI 54136-1621	HL-339 HL-344	2
19	Penny Vandervoort P.O. Box 22 Greenleaf, WI 54126-0022	HL-340 HL-340-3 HL-340-4	2

Brown County South Landfill
Property Value Protection Program

	Property Owner	Property	Number of Eligible Properties
20	Philip & Cheryl Conley 7310 Old 57 Road Greenleaf, WI 54126-9641	HL-363-1	1
21	Thomas & Ann Marie Gerrits 7270 Hwy 57 Greenleaf, WI 54126	HL-340-1	1
22	Thomas Gilson 7346 St. Pats Church Road Greenleaf, WI 54126	HL-343 HL-347	2
23	Anthony & Kathleen Grahek 7274 Hwy 57 Greenleaf, WI 54126-9601	HL-340-2	1
24	Lu Ann DeGroot 1114 Lamers & Clancy Road Greenleaf, WI 54126-9639	HL-373-1 HL-373-2 HL-373-3	2
25	David & Patti Siebert 7449 Vandewettering Road Greenleaf, WI 54126-9638	HL-373	1
26	Catherine M. Haen 1216 Lamers & Clancy Road Greenleaf, WI 54126-9639	HL-372 HL-375	2
27	Richard & Christine Nagan W578 Clifton Road Menasha, WI 54952-9640	HL-374	1
28	Gordon & Delores Griepentrog 6623 Morrison Road DePere, WI 54115-8752	HL-359	1
29	Margaret Labs 1239 Lamers & Clancy Road Greenleaf, WI 54126-9639	HL-362-1	1
30	Daniel & Diane Pleshek 1252 Lamers & Clancy Road Greenleaf, WI 54126-9639	HL-368-1	1



Brown County South Landfill
Property Value Protection Program

	Property Owner	Property	Number of Eligible Properties
31	William M. Clancy 7226 Old 57 Road Greenleaf, WI 54126-9641	HL-350 HL-353 HL-337 HL-341 HL-342	3
32	Kelly A. Clancy P.O. Box 114 Greenleaf, WI 54126-0114	HL-335-1	1



BROWN COUNTY SOUTH LANDFILL
 FORMER STOCK PROPERTY
 SECTION 18, T21N, R20E
 BROWN COUNTY, WISCONSIN

LEGEND

-  PROPERTY OWNED BY BROWN COUNTY
-  PROPERTIES COVERED BY PROPERTY VALUE PROTECTION PROGRAM

