

LANDFILL AGREEMENT

Between Emerald Park, Inc.
and City of Muskego



AGREEMENT

TABLE OF CONTENTS

RECITALS (Incorporating Exhibit "A")	1
GENERAL PROVISIONS	1
SPECIFIC PROVISIONS	2
1. Commencement Date And Term	2
2. Standing Committee (Incorporating Exhibit "B")	2
3. Responsibility Of Applicant/Operator For Water	3
4. Construction And Operator Requirements	4
A. Replacement of Water Supply (Incorporating Exhibit "C")	4
B. Drainway	7
C. Sewer (Incorporating Exhibit "F"	8
D. Traffic and Roads	9
E. Miscellaneous (Incorporating Exhibit "D")	9
5. Zoning Approval	11
6. Final Use	13
7. Direct Payment To City	13
A. Base Formula	13
B. Alternate Formula	13
8. Direct Payment To County	15
9. Records	15
10. Negotiating Committee Expenses	15
11. Municipal Responsibilities To Constituents	16
12. Exception	17
13. Area To Be Served By Facility	18
14. Assignment, Transfer And Sale	18

15.	Warranty, Indemnification And Liability	18
16.	Liability Protection In General	23
17.	Covenants Of Landfill Operator Regarding Application, Construction, Use And Operation	24
	A. Types of Waste	24
	B. Hours of Operation	25
	C. Traffic Matters	26
	D. Compliance with Applicable Law	27
	E. Environmental Monitoring	27
	F. Future Environmental Considerations	29
	G. Waste Stockpiling	30
	H. Odor Abatement	30
	I. Dust Abatement	31
	J. Blowing Debris Control	31
	K. Landfill Vector Control	32
	L. Mud Tracking	32
	M. Drainage and Erosion Control	33
18.	Contested Case Hearing	33
19.	Property Protection Provision (Incorporating Exhibit "C")	33
20.	Sociological Impacts (Incorporating Exhibit "E")	36
21.	Recycling Agreement	37
22.	Limitations On Future Development	37
23.	Miscellaneous Conditions	38
24.	Applicable Law	38
25.	Failure To Comply With Agreement	38
26.	Local Approvals	39
27.	Termination Of Certain Paragraphs Upon Closure Of Site	39

RECITALS

WHEREAS, Emerald Park, Inc., a Wisconsin corporation, herein referred to as "Applicant", "Landfill Operator", and "Operator", desires to open and operate a sanitary landfill for the disposal of municipal, commercial and industrial nonhazardous waste (the "Landfill"), and

WHEREAS, the applicant proposes to locate said landfill in the City of Muskego, Waukesha County, Wisconsin, on real property more specifically depicted in Exhibit "A" hereto attached and incorporated by reference and made a part of this Agreement.

AND WHEREAS, the City of Muskego is a municipal corporation existing by virtue of the laws of the State of Wisconsin (herein referred to as the "City"), and has a duty and obligation to insure the best interests of the health, safety and welfare of the community including the environmental health and economic concerns of its citizenry, and by virtue of Chapter 144 of the Wisconsin Statutes, has joined the County of Waukesha (herein referred to as the "County") in appointing members to a local negotiating committee to negotiate with the applicant concerning said proposed landfill,

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

GENERAL PROVISIONS

A. This Agreement shall be applicable to the present Applicant/Operator, its successors and assigns.

SPECIFIC PROVISIONS

1. Commencement Date and Term. The commencement date of this agreement shall be the date on which the City formally approves the negotiated agreement between the applicant and the local negotiating committee.

The terms of this agreement shall continue in effect until the Applicant/Operator is relieved of the site responsibility by the State of Wisconsin and United States of America notwithstanding other provisions of this Agreement. Where specific terms in the Agreement set a shorter period of time, the time as enumerated in the paragraph shall take precedence over this provision. Terms and conditions of operation and closure required by the State of Wisconsin (DNR) and United States of America (EPA) shall constitute terms and conditions of this Agreement.

2. Standing Committee. The Applicant, City and County agree to the formation of a Standing Committee. Membership on the Committee shall consist of one (1) member appointed by the Waukesha County Board Chairman and approved by the Waukesha County Board of Supervisors, one (1) member of the Muskego City Council appointed by the Mayor, two (2) residents of the City of Muskego residing within the area contained on Exhibit "C-1". The two (2) resident members shall be appointed by the Common Council. In addition, the landfill Applicant/Operator shall appoint one (1) representative who shall also serve on the Committee. The committee shall have the functions and powers enumerated under Exhibit "B" attached to this Agreement.

From the direct payment to the City of Muskego, after receipt of payment for a period of six months, the City shall provide \$5,000.00 to the Standing Committee. Each year an additional \$5,000.00 shall be provided to the Standing Committee until the Standing Committee has received budgeted funds of \$15,000.00. Once the \$15,000.00 level is reached, the City shall provide only such funds as are necessary to bring the Standing Committee's budget to \$15,000.00 in each successive year, but in no event shall the City have to contribute more than \$5,000.00 in any given year in order to maintain the budget.

The funds provided to the Standing Committee shall be used to carry out the duties of the Standing Committee, including an appropriate reimbursement for members of the Standing Committee with the exception of the member appointed by the Landfill.

In addition, said funds may be used for technical assistance to the Standing Committee which shall include: All scientific testing relevant to the landfill site and all consulting and legal assistance when required to advise the Standing Committee and carry out its powers.

Landfill Operator agrees to provide information concerning technical and scientific data to the Standing Committee which it has obtained and has available for its own purposes.

3. Responsibility of Applicant/Operator for Water. The Applicant/Operator shall install an in-ground water tank, to prevent freezing, with a capacity of not less than 25,000 gallons, or a surface pond which has a stand pipe (dry hydrant) which allows

all weather access. The exact size and design of the surface pond shall be approved by the City of Muskego Fire Department prior to construction of the landfill. The pond shall be located within the facility's perimeter fence and, if possible, shall be located within 300 feet of the buildings constructed on the site. In addition, the fire department shall be furnished with a key to the facility gate, or other arrangements shall be made to allow the department access to the pond for off-site fires. The operator shall confer with the local fire chief prior to finalizing the design for on-site buildings and shall comply in all respects with local fire protection ordinances that apply to the on-site buildings.

4. Construction and Operation Requirements. In the construction and operation of the landfill site the Applicant/Operator agrees to comply with all the requirements of this contract, the ordinances of the City of Muskego and County of Waukesha of general application and such ordinances appropriately within the police powers of the City and County which are not in violation of Wis. Stat. s. 144.445.

In addition to such requirements at law the Applicant/Operator agrees to the following:

A. Replacement of Water Supply. In the event any existing well in the City of Muskego within the area defined in Exhibit "C", herein incorporated by reference and made a part of this Agreement, becomes contaminated after the issuance of a landfill license, the Landfill operator shall be responsible for

providing a supply of drinkable water and a new permanent water supply. Time is of the essence and the permanent water supply shall be completed within thirty (30) days or as soon as possible after all necessary approvals are obtained for connection to public or community water supply. The term "permanent water supply" shall include a well, group or common well, area well, or hook up to a public or community water supply. In the event of bacteriological contamination which can be corrected by decontamination procedures Applicant/Operator shall have the opportunity to decontaminate the well. However, if the problem reoccurs a permanent solution shall be undertaken. The Applicant/Operator shall have discretion upon the approval of the City of Muskego at the Applicant/Operator's expense to extend the city water to the area or connection to a community well as an alternative to providing new deeper wells or alternative water supply.

The Applicant/Operator to the extent desired may pre-test any well or wells within this area for PCB's, pesticides or bacteriological contamination. Such pretest shall take place before site use begins. This testing shall be done at the Applicant/Operator's expense. In the event a well owner does not allow pre-testing of their well, they shall not be eligible for the protections afforded by this paragraph. In the event a test shows contaminants as aforesaid in the well, unless the condition is rectified by the property owner at the property owner's expense, the Applicant/Operator shall not be responsible for the well replacement under this Agreement.

After pre-testing which would demonstrate none of the aforesaid contaminants or if no pre-testing is undertaken by the Applicant/Operator of any individual well, and the well is later found to have said contaminants, Applicant/Operator shall supply water under this Agreement. If the Applicant/Operator disputes that their activities were responsible for or caused the contamination, Applicant/Operator shall obtain an assignment from each resident who is serviced by either city water or a community well or who has been provided with a deeper well and bottled water to pursue such rights and actions without recourse to the recipient (unless the recipient has caused the contamination) and may pursue any other parties they deem to be responsible for the cause. The Applicant/Operator shall have no obligation under this paragraph unless and until the affected property owner executes and delivers such assignment of claims. All recovery of its costs had against any third party shall become the property of the Applicant/Operator. Nothing in this Agreement however shall be construed to affect the right of any citizen to commence suit against Applicant/Operator for any property damage or personal injury associated with their operations and nothing herein shall be construed to require an assignment of any and all claims of the property owner but only an assignment of the claims based on the expenses and other damages which the Applicant/Operator has assumed.

The water protection agreement shall continue in full force and effect, and be binding on the Applicant/Operator, for a

period of forty (40) years from the date of termination of actual landfilling activities.

B. Drainway. Applicant/Operator shall restore, dredge and improve the primary drainage ditch to Big Muskego Lake to its original depth prior to commencing any operations at the landfill site. The Applicant/Operator's obligation under this paragraph shall be subject to the City obtaining necessary access and the City obtaining all necessary permits from all local, state and federal regulating agencies, and the Applicant/Operator shall diligently assist the City in preparing and drafting all necessary plans and filling out all applications and in paying all costs of drafting, design, applications, approvals and reviews incurred by the City in processing the necessary permit applications. Applicant/Operator's responsibility shall be limited to \$60,000.00 under the terms of this paragraph. After the initial restoration of the drainway, Applicant/Operator will be responsible to clean sedimentation caused by the site at their own expense.

Additionally, the Applicant/Operator shall construct and maintain a storm water detention facility capable of detaining on-site storm water flows as provided in the Applicant's feasibility report and required by the Muskego City Engineer, which was approved on the 1st day of August, 1988 and is identified as Drawing Number 1397.03-11, Base Grade/Engineering Modifications Plan Sheet 11 of 15 and is herein incorporated by reference, prior to the date of this Agreement.

C. Sewer. Upon direction by the City of Muskego when sewer becomes available the Applicant/Operator shall pay all costs for the design and installation of public sanitary sewers, force mains, lift stations and related facilities to service the landfill site for leachate and effluent disposal from the site. Sewer shall be considered "available" when it has been brought to the proximity of the intersection of Ryan Road and North Cape Road.

The duty upon the Applicant/Operator to construct and install a public sanitary sewer shall require them to construct a sewer that meets the specifications set out in Exhibit "F", hereto attached and incorporated by reference as a part of this Agreement.

The Applicant/Operator shall be subject to all standard rates, charges and conditions under the City of Muskego sewer use ordinance. Applicant/Operator shall pay all costs for the design and installation of the sanitary sewers, force mains, lift station and related facilities as specified in Exhibit "F" to service the landfill site for leachate and effluent disposal from the site. The plans, specifications and submittal of all documents relating to the sanitary sewer system shall be reviewed and approved by the City Engineer of the City of Muskego. Applicant/Operator shall be bound to install sewer, upon the request of the City, within 7.5 years commencing with the date of licensing. If however at any time after 7.5 years the site capacity remaining is 50% or more of the approved capacity, the City shall have the right to require, and the Applicant/Operator shall install sewer.

If other users connect to the sewer extension financed by the Applicant/Operator, the City of Muskego shall, if legal, assess such users for a portion of the costs financed by the Applicant/Operator on the uniform basis applied by the City of Muskego as of the date of such connection with interest on the unpaid assessments at the City's standard rates. All assessment payments and interest shall be delivered to the Applicant/Operator upon receipt. If it is held by a Court of competent jurisdiction that the City of Muskego cannot assess and deliver said assessment payments and interest to the Applicant/Operator, then the City shall not be obligated to do so and if it has already done so, the Applicant/Operator shall reimburse the City. City agrees that it will not challenge the legality of such assessment.

D. Traffic and Roads. To the extent that improvements are needed for City Streets, County Roads or State Highways as the result of the operation of the landfill site, the Applicant/Operator shall pay for the costs of said improvements. Said improvements shall include all design and construction necessary to provide an adequate ingress and egress to the site as determined by the City of Muskego, County of Waukesha and State of Wisconsin.

The landfill operator shall not accept waste from any hauler who hauls waste on Union Church Drive west of S.T.H. "45".

E. Miscellaneous.

To the extent it is determined that there are any wetlands on the property, landfill operator herein agrees to

continue and maintain said wetlands without alteration and no surface water runoff will be allowed from the landfill into the natural drainway which will alter and/or effect in anyway any area determined to be a wetland. Provided, however, that with the approval of the Department of Natural Resources if wetlands located on the subject property are relocated on said property, and provided that said relocation of wetlands will have no adverse effect or impact on property off the site, wetlands may be altered accordingly.

In addition thereto, Applicant/Operator agrees that during construction and operation it will not allow water to flow from the landfill site at any excessive rate or at excessive volume into the natural drainway. Excessive rate and volume herein means a rate that will cause the flow of water from the landfill site to spill over the natural banks of the drainway. Such steps and such expense shall be undertaken by the Applicant/Operator to insure the adequacy of the drainway to provide for flow from the landfill site. Applicant/Operator will further respect the rights of the City of Muskego off the site to regulate and enforce the appropriate use of the drainway.

Applicant/Operator herein agrees that it will follow the construction design plan approved by the Department of Natural Resources after review of the feasibility report and that compliance with those requirements shall become a part of this Agreement. If there is a breach of the construction requirements, that shall constitute a breach of the Agreement.

In addition to the berm for site containment, a fence, comparable to the fence bordering the north boundary of said property, shall be placed around the landfill site as set out in Exhibit "D" hereto attached and incorporated by reference as a part of this Agreement. The Applicant/Operator herein agrees that under no circumstances shall the depth of the landfill site exceed that set out in the approved feasibility report. Applicant/Operator herein agrees that the height shall not exceed 875 feet MSL except for cap and final cover. However, Applicant/Operator shall be allowed adjustments in the event WDNR modifies the horizontal limits or design which would reduce the designed capacity. It is mutually agreed, however, that design capacity will not exceed the capacity outlined in the current feasibility report.

5. Zoning Approval. Applicant/Operator herein respects the duties and responsibilities of the City of Muskego and the County of Waukesha to enforce its laws and ordinances concerning land use in an equal unbiased manner and that said laws were designed to protect the health, safety, welfare and morals of the community.

Upon the signing of this Agreement by Applicant/Operator and the City of Muskego after approval by the Siting Committee, all pre-existing local approvals preventing the site and recycling facility are modified accordingly. Specifically, the zoning for the site is Industrial I-2 Zoning to allow the landfill and recycling facility with a conditional use permit. Upon the change in zoning, the terms of this Agreement shall become the conditional

uses under the zoning. Nothing herein shall be construed to eliminate the zoning of the City of Muskego. The terms of this Agreement are the terms of the conditional use under the zoning changes herein agreed to and adopted by the City of Muskego. If the Applicant/Operator fails to comply with any of the terms of this Agreement which are the conditional uses, the City of Muskego shall have the right to proceed under the procedures applying to conditional uses under the ordinances of the City. Failure to so remove all pre-existing local approvals shall render the Agreement null and void.

All non-discriminatory and non-arbitrary provisions of the zoning ordinance, such as set back, side yard, and other such enactments shall continue except for any provisions for local permits or licenses to operate a sanitary landfill and recycling facility such as the provisions of section 11.03 of the City of Muskego Municipal Code. Applicant/Operator may remove clay necessary for the creation of the landfill site, however permitting for the hauling routes under City ordinance shall be approved by the City. In addition, no clay extraction other than that necessary to the creation of the landfill site shall be allowed without a permit of approval by the City of Muskego.

Applicant/Operator shall adhere to the building code requirements and shall be required to apply for all building permits. The City of Muskego shall not adopt any ordinance or administrative rule or undertake any act of any arbitrary or discriminatory nature in the review and issuance of such permits

designed to frustrate the development of the landfill site and recycling facility. The City, however, does not waive any rights that it has which do not violate Wisconsin or federal law.

6. Final Use. After termination of the landfill operation the landfill Operator will take all steps required by law, both State and Federal, to preserve the environmental integrity of the landfill site and to warrant, indemnify and insure the health, safety and welfare of all inhabitants, the City of Muskego and the County of Waukesha. Applicant/Operator further agrees to follow all ordinances, directions and mandates of the City of Muskego and County of Waukesha concerning the land use of the site after landfill activities have terminated.

7. Direct Payment to City. Applicant/Operator agrees to pay \$2,000,000.00, plus the National Consumer Price Index, over fifteen (15) years, however, payable as follows:

A. Base Formula.

\$66,600.00 per year for the first two years of operation; and

\$143,600.00 for years three (3) through fifteen (15).

All of said payments are to be made monthly, commencing thirty days after receipt of a license to operate the site. The payments shall be indexed annually for inflation in accordance with the National Consumer Price Index, All Urban Consumers (CPIAUC).

B. Alternate Formula.

As an alternate to the formula in paragraph 7-A., above, the Applicant/Operator shall pay in accordance with the formula set

out here if the dollar amount in a given year exceeds the dollar amount under the "Base Formula".

Within thirty (30) days, at the end of each year from the commencement of actual fill activities, Applicant/Operator shall provide the City of Muskego with a survey under seal from a licensed surveyor or professional engineer stating the percentage of space remaining in the landfill and the percentage amount of space used during the year. The report shall be based upon the number of tons remaining in the landfill relative to the original design space of 1,420,000 tons reported in the feasibility study. To the extent such space is used by Applicant/Operator, the Applicant/Operator shall pay an annual fee to the City of Muskego. The fee shall be based upon the following parameters and formula:

1. The total space of the landfill shall be considered to be 1,420,000 tons as stated in the feasibility report design capacity.
2. Annually, from the date of commencement of the placement of waste on the site, the applicant shall report:
 - a) Total space in the landfill expressed in tons = TS
 - b) The total space remaining in the landfill expressed in percentage = RS
 - c) The difference of space used from prior years from the current year expressed in percentage = DS

The percentage of space used in each calendar year shall be multiplied by the total space of the landfill resulting in the net tons placed in the landfill for the preceding year. The Applicant/Operator shall pay \$1.40 per ton of waste placed in the landfill. The \$1.40 cost per ton shall be adjusted annually based upon the Consumer Price Index, All Urban Consumers, (CPIAUC). The annual payment would then be based upon the following formula:

DS x TS x \$1.40 (CPIAUC) = Annual Payment

In the event the Applicant achieves greater compaction densities than reported in the Feasibility Report Design Capacity, there will be no adjustment to the formula. Applicant/Operator upon making the alternate calculations will pay any additional sum over and above the sum paid on the monthly basis to the City of Muskego within sixty (60) days from the end of each annual year.

The consumer price index (CPI) to be used shall be the National Consumer Price Index - All Urban Consumers. However, the annual increase shall not be less than 4% per annum or greater than 7% per annum in any calendar year.

8. Direct Payment to County. From the funds paid under paragraph 7 "Direct Payment to the City" there shall be deducted 2.5 cents per ton which shall be paid to the County. Calculation of the 2.5 cents per ton shall be based on the formula set out in paragraph 7(b).

9. Records. The Applicant/Operator shall allow the Standing Committee, the City of Muskego and the County of Waukesha complete and open access to all of its books, records, documents and reports relating to volume and type of waste received or placed in the landfill site. This information shall be available and provided upon request at all times during normal business operations.

10. Negotiating Committee Expenses. The Applicant/Operator herein agrees to reimburse the City of Muskego and County of Waukesha for all reasonable and necessary expenses of the local negotiating committee relating exclusively to the negotiation of this Agreement, including the fees paid by the County to County

representatives for attendance at negotiating committee meetings, and for all other members of the committee the amount of Thirty-five (\$35.00) Dollars per meeting. In addition thereto, Applicant/Operator herein agrees to reimburse the City of Muskego for all reasonable and necessary expenses incurred by the committee, including attorney fees and disbursements, independent consultant fees and disbursements, and other necessary and related expenses incurred by the local negotiating committee. Any outstanding balance not paid during negotiations by Applicant/Operator shall be paid upon the signing of the Agreement by the City of Muskego. Applicant/Operator shall be given a credit against the amounts due and owing under the direct payment to the City for one/half of any amounts paid for negotiating committee expenses, as defined in this paragraph, which exceed \$50,000.00. Applicant/Operator agrees that it will not receive reimbursement for the payment of the Negotiating Committee expenses as defined in this paragraph which do not exceed \$50,000.00.

11. Municipal Responsibilities to Constituents. The parties to this agreement understand that the City of Muskego and the County of Waukesha have certain duties and responsibilities to the health, safety and welfare of the community and to enforce its laws, ordinances and regulations, and to seek enforcement of appropriate administrative codes, State and Federal, statutes, laws and ordinances, and that said responsibilities are responsibilities that the municipalities cannot waive or contract away.

Nothing in this agreement shall be construed to limit the City in passing any enactment or requiring any condition or permit which is not expressly prohibited by Wis. Stat. s. 144.445 as it presently exists or as modified in the future. The City of Muskego reserves from this Agreement any future rights they may receive by amendments or deletions to the existing siting laws. All pre-existing local approvals as defined by 144.445(3)(fm) shall continue in force with the exception of those specifically waived by this Agreement. In the event the legislature changes the law allowing local enactments, regulation and permits, nothing in this Agreement shall be construed to limit the authority of the City of Muskego, or County of Waukesha to act under such laws. However, no law shall be enacted designed to prohibit the continuation of the landfill until its approved capacity is completed. The Agreement in other respects shall continue in full force and effect.

12. Exception. In the event the Applicant/Operator has violated either, (a) the terms of this Agreement; (b) a municipal ordinance not expressly prohibited by Wis. Stat. s. 144.445; (c) a State of Wisconsin Administrative Code provision; (d) a State of Wisconsin Statute; (e) a Federal code or regulation, which results in restraint or stay of operation of the site; the Applicant/Operator shall be bound by this Agreement to continue payments on a monthly basis for a period of 90 days. Thereafter, if the facility becomes operative at a later date payment shall commence.

13. Area To Be Served By Facility. Applicant/Operator can accept waste only from a source which is legal to accept under the laws of the State of Wisconsin, as they now exist or as amended in the future. Failure to comply with the law shall constitute a breach of this Agreement.

14. Assignment, Transfer and Sale. Applicant/Operator shall have the right to transfer, sell, lease or otherwise convey the lands which are the subject of this Agreement to any other person, entity or corporation, provided that the warranties, indemnifications and sureties meet the standards set out in paragraph 16, together with reasonable assurances that said person, entity or corporation can maintain the warranties, indemnifications and sureties during the course of this contract. Applicant/Operator shall not transfer, sell, lease or otherwise convey the lands which are the subject of this Agreement to any other person, entity or corporation, nor shall the Applicant/Operator assign or transfer this Agreement to any other person, entity or corporation unless such other person, entity or corporation is controlled by the Applicant/Operator or is under common control with the Applicant/Operator without said person, entity or corporation verifying to the City of Muskego and County of Waukesha its ability to comply with paragraph 15 of this Agreement.

15. Warranty, Indemnification and Liability. Applicant/Operator herein agrees to be responsible for all acts involved in the construction, operation, closure, and long-term care of the

landfill site. Applicant/Operator herein agrees to warrant, indemnify and defend the City of Muskego, County of Waukesha, Landfill Siting Committee, Standing Committee, and all their representatives, counsel and agents, against all uninsured or excess claims, demands, suits, damages and legal costs therein, arising out of the construction, operation, closure, and/or long term care of the landfill. The parties herein designated shall be referred to as "Additional Insureds".

The Applicant/Operator will provide sufficient surety to establish its ability to fund the indemnification contained in this paragraph. The established surety shall be not less than \$1,000,000.00 in excess of any insurance the "additional insureds" may have insuring them against liability claims and defense costs, If "additional insureds" have no insurance insuring them against liability claims or defense costs, the surety in this paragraph shall still apply. Nothing in this paragraph shall be construed to limit the total indemnification provided in the proceeding paragraph. The \$1,000,000.00 shall apply in the first year from the signing of this contract and shall be increased annually in each subsequent year based on the NCPIAUC, U. S. Department of Labor, Bureau of Labor Statistics. The surety shall be as follows:

1. Environmental impairment liability insurance which names the Additional Insureds;
2. A letter of credit guaranteed and naming the Additional Insureds as beneficiaries;
3. Cash escrow account in the names of the Additional Insureds, as beneficiaries;
or

4. A surety bond naming the Additional Insureds as beneficiaries.

The surety shall commence on the date of construction. The NCPIAUC shall apply for each year thereafter until fifteen (15) years after the date of commencement of landfill activities, at which time the amount of the fund shall remain constant continuously thereafter during the period of long term care.

The form of financial assurance shall be deposited with the City of Muskego prior to the issuance by the WDNR of an operating license for the landfill or prior to the first act of physical construction of the landfill. The term of financial assurance provided under this paragraph shall commence upon issuance of a WDNR license and continue until the WDNR releases the financial assurances provided by the Applicant/Operator under Wis. Stat. s. 144.443. The financial assurance herein shall be separate from the financial assurance for closure and long term care required by WDNR.

Any surety bond, environmental impairment liability insurance or letter of credit, shall provide that such financial assurance may not be modified without the prior written consent of the City and County and may not expire, except upon ninety (90) days prior written notice to the City and County. The Applicant/Operator may convert to another form of surety allowed under the terms of this paragraph. In the event the landfill Operator fails to renew such form of financial assurance, or substitute another form of financial assurance permitted under this

paragraph 15, sixty (60) days prior to the expiration of the existing form of financial assurance, the City or County may call the entire amount of such surety bond or letter of credit and the financial assurance contract with the guarantor shall so provide. Any cash escrow account shall be held and invested by a third party escrow agent, acceptable to the landfill Operator, the County and the City, pursuant to a mutually agreeable escrow contract entered into by the City, County and landfill Operator.

The term "Indemnatee" shall include the City of Muskego, its employees, agents, counsel and representatives; the County of Waukesha, its employees, agents, counsel and representatives; the Siting Committee, its employees, agents, counsel and representatives; and the Standing Committee, its employees, agents, counsel and representatives. In the event of any uninsured or excess claim or demand against Indemnatee as a result of landfill negotiation, operation, site activity, or closure, the Landfill shall assume the defense to the extent that there is no policy of insurance in effect protecting the Indemnitees from liability and providing a defense. Indemnatee shall, within a reasonable time, notify in writing the Landfill operator of such claim or demand specifying the nature of the claim or demand and the amount or estimate to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim or demand). This indemnification, which shall cover in the event of a suit against the Indemnitees, is not to be construed as a release of any claim the Indemnitees may have against Applicant/Operator for liability

damages, and is not to be construed as a release of any right by way subrogation which the insurance provider for the Indemnitees may have by way of subrogation derived from the insured, indemnitee. Any claim, settlement, award or judgment by way of subrogation against the Applicant/Operator paid by the insurance shall not reduce the indemnification provided to the indemnitees herein.

If the Landfill Operator believes that the claim is not one for which it has assumed liability, indemnification or surety under this Agreement, it shall notify the Indemnitee within ten (10) days or less, if time is of the essence, from receipt of notice of claim that it will not defend the claim. Such determination shall be made under this Agreement applying the laws of the State of Wisconsin as they apply to contracts of insurance, surety, warranty and indemnification. All disputes shall be resolved in accordance with Wisconsin law.

Upon an acceptance of the defense, the Applicant/Operator, hereinafter referred to as "Indemnitor" shall either promptly undertake all legal means of defense or settle the claim without any costs of defense, liability or damage to the Indemnitee.

In the event that a claim is lost the Applicant/Operator shall bear sole responsibility for the payment of any claim. Said claim shall be satisfied out of the assets of the Landfill Operator. To the extent the Landfill Operator is unable to satisfy said claims, the Landfill Operator may pay the claim from the surety provided. However, nothing herein shall release the

Landfill Operator, Indemnitor, for total responsibility for payment of the claim.

16. Liability Protection In General. The Applicant/Operator will be responsible for injuries, sickness, disease, damage, personal injury, property damage, property loss, loss in value of property, whether real or personal, as a result of the construction, operation, closure and long-term care of the landfill site. The Applicant/Operator will provide insurance as surety to cover possible claims. The established insurance or surety shall be not less than \$1,000,000.00 in the form of Environmental Impairment Liability Insurance, a guaranteed letter of credit, cash escrow account which balance is maintained, surety bond, or guarantee of a corporation qualified and licensed to do business in the State of Wisconsin having a liquid net worth in the State of Wisconsin of at least \$2,000,000.00 maintained at all times. In the event of a desire to transfer the property to any other entity, said warranty, indemnification, and surety shall continue in effect unless substituted pursuant to paragraph 15 or otherwise agreed as acceptable to the Standing Committee and the City of Muskego. Any change, alteration or substitution of insurance or surety, shall follow the format set out in paragraph 15 except as to amount which shall follow this paragraph. In addition thereto, the Applicant/Operator herein certifies that prior to operation it will have tangible assets of not less than \$950,000.00 in land, will make improvements on the site in an amount of \$3,100,000.00, and the value of tangible assets will be maintained at not less

than 1.3 million after depreciation during the active life of the site. The surety provided shall not be construed as a limit of the liability of the Applicant/Operator.

17. Covenants Of Landfill Operator Regarding Application, Construction, Use and Operation.

A. Types of Waste. The Applicant/Operator shall accept only the following types of "solid waste" as defined in Wis. Stat. s. 144.01(15):

1. Municipal solid waste;
2. Non-hazardous industrial waste;
3. Incinerator ash from Waukesha and Milwaukee Counties.

Applicant/Operator will not accept any hazardous waste as defined at the present time by NR 181, or as presently defined by Federal law, and in addition thereto, shall not accept any hazardous waste to the extent future State or Federal enactments will make the requirements more stringent.

In addition thereto, Applicant/Operator will not accept any solid waste which exhibits characteristics of a hazardous waste when the criteria of NR 181.14 of the Administrative Code of the State of Wisconsin, March 1988, are applied.

Applicant/Operator shall not accept a substance which is a hazardous waste even if reduced in concentration by mixing with a non-hazardous substance either on or off the premises.

Applicant/Operator will not accept any solid waste which contains any portion of a substance which is a "hazardous waste" as defined in Chapter 181, Administrative Code of the State of

Wisconsin, or Federal Law, whichever requirement is more stringent.

Applicant/Operator agrees that no waste will be accepted from any jurisdiction or entity that does not comply with Wisconsin Act 335. If said act is amended, changed or deleted its application will vary accordingly.

B. Hours Of Operation. The Applicant/Operator shall not conduct any physical operations whatsoever on the site other than during the hours commencing at 6:30 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 12:00 p.m. on Saturday. Applicant/Operator shall provide a three-day leachate storage capacity as part of the design of the site. During the construction there shall be no physical operation of the site except between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, and 7:00 a.m. to 12:00 p.m. on Saturday. There shall be no physical activity or operation on the site on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or Easter Day. There shall be no physical activity or operation on the site on Sundays.

The landfill may be operated from 7:00 a.m. until 5:00 p.m. on Saturdays following a week in which one of the above listed holidays occurs, however, this shall not apply to any Saturday which is part of the holiday weekend.

Under special circumstances either as the result of adverse weather conditions or where such operation is in the best interest of the public, the Applicant/Operator shall be allowed to operate at a time outside of the schedule herein imposed upon

obtaining the approval of the Chairman of the Standing Committee. If the Chairman denies the approval, the Applicant/Operator may make such request to the entire Standing Committee and have available the normal procedures as outlined under the Standing Committee, Exhibit "B".

C. Traffic Matters. The Applicant/Operator shall pave all site roads with concrete or asphalt to a distance of 800 feet from State Highway 45. Applicant/Operator shall provide such gravel as necessary to the active area of the landfill site. The service shall be of such a character and shall be maintained in a fashion to abate dust. Applicant/Operator shall comply with all State, County and Municipal directives concerning traffic controls, site access and traffic safety considerations and shall pay such expenses as necessary to create an appropriate traffic pattern in compliance with State, County and Local approval and requirements and shall follow such directives concerning access routes to the site by Applicant/Operator and waste haulers. As to County and City ordinances and resolutions, the Applicant/Operator will follow such directives to the extent that such directives are not arbitrary or discriminatory.

The Applicant/Operator shall keep the roads on the site in a good state of repair during construction of the landfill and during the life of the landfill site and after closure for as long as the road is used on the site. The Applicant/Operator shall agree to apply water calcium chloride and such other dust suppressants as needed in the area adjacent to the on site roads.

The determination of need shall be made by the Standing Committee or their designated representative.

D. Compliance with Applicable Law. The Applicant/Operator will comply at all times with the terms of this Agreement and shall operate the site at all times in compliance with local ordinances to the extent such ordinances are not in violation of Wis. Stat. s. 144.445. The Applicant/Operator agrees to comply with State Codes, Administrative Codes and Regulations, State Statutes, and Federal Regulations and Codes. Any failure to comply with the aforesaid shall constitute a violation of the Agreement.

E. Environmental Monitoring. All environmental monitoring shall be in accordance with NR 508 or as set forth in the feasibility study whichever is more restrictive and plan of operations approvals for the landfill, and shall, at a minimum include:

Operational Ground Water and Surface Water Monitoring

A. Sample Locations

1. Monitoring Wells

MW-3A and B
MW-4A, B and C
MW-5A and B
MW-8A and B
MW-13A, B and C
MW-14A and B
MW-16A and B
MW-18A and B

2. Gradient Control System

At inclined lift station

3. Surface Water

At the sedimentation basin outlet

B. Sampling Parameters

1. Quarterly sampling parameters

Field Temperature	Hardness
Field Conductivity	Chloride
(Field at 25°C)	Dissolved Iron
Field pH	Total Suspended Sediment
Alkalinity	(Sedimentation basin only)
cod	

2. Annual Sampling Parameters (VOC) SCAN using EPA methods 601 and 602

Parameter

Bromodichloromethane
Bromoform
Bromomethane
Carbon tetrachloride
Chlorobenzene
Chloroethane
2 - Chloroethylvinyl ether
Chloroform
Chloromethane
Dibromochloromethane
1,2 - Dichlorobenzene
1,3 - Dichlorobenzene
1,4 - Dichlorobenzene
Dichlorodifluoromethane
1,1 - Dichloroethene
1,2 - Dichloroethane
1,1 - Dichloroethane
trans - 1,2 - Dichloroethene
1,2 - Dichloropropane
cis - 1,3 - Dichloropropene
trans - 1,3 - Dichloropropene
Methylene Chloride
1,1,2,2 - Tetrachloroethane
Tetrachloroethene
1,1,1 - Trichloroethane
1,1,2 - Trichloroethane
Trichloroethene
Trichlorofluoroemethane
Vinyl chloride
Benzene
Chlorobenzene
1,2 - Dichlorobenzene
1,3 - Dichlorobenzene
1,4 - Dichlorobenzene
Ethylbenzene
Toluene

C. Water Level Measurements

At all monitoring wells and in gradient control system.

D. Frequency

Monitoring wells: Quarterly or Annually
During Operation as Noted
Sedimentation Basin: Once a year while discharging.

Sampling shall continue for the designated parameters even if the DNR determines in the future that sampling for one or more of such parameters is not required.

If at any time it is determined by the Department of Natural Resources or the Environmental Protection Agency that additional environmental monitoring requirements are needed, the Applicant/Operator will immediately comply. Such to groundwater, leachate, gas or other features of the Landfill.

F. Future Environmental Considerations. Applicant/Operator herein agrees that all monitoring procedures and all operation procedures which constitute the latest state of the art will be employed in order to insure the health, safety and welfare of the community, and the natural environment. As new methods of monitoring and operation become available, Applicant/Operator herein agrees to employ the same without reservation.

An annual review of the most advanced methods of monitoring and operation shall be undertaken by the Applicant/Operator, Standing Committee, and the Standing Committee Consultant, and a report of such methods shall be compiled. Applicant/Operator herein agrees that all monitoring procedures and all operation procedures which constitutes the latest state of the

art will be employed. As used herein the term "state of the art" shall be the latest and most sophisticated or advanced stage of technology recognized to be effective to a reasonable degree of scientific probability and acceptable to the Wisconsin Department of Natural Resources.

Applicant/Operator agrees that it will prevent the emission into the ambient air of any substance or combination of substances which will cause either an objectionable odor or interpose a danger to the health, safety and welfare of the natural and human environment. Upon complaint to the Standing Committee by any three (3) individuals or any municipality, the Standing Committee shall exercise its powers of review and implement the procedures outlined in this Agreement to the extent it is deemed appropriate concerning such problems. The Applicant/Operator herein agrees to cooperate with and follow the directives and mandates of the Standing Committee, Wisconsin Department of Natural Resources, and the Federal Environmental Protection Agency.

G. Waste Stockpiling. The Applicant/Operator shall not stockpile any waste and all waste shall be covered daily, except as provided under "Recycling".

H. Odor Abatement. The Applicant/Operator agrees to control odor from the landfill. All odorous materials shall be buried as soon as they are received at the site and shall not be disturbed thereafter. The Applicant/Operator shall apply daily cover to all solid waste. An active gas system will be built into each phase and will be activated after final cover is installed on

each phase. The Applicant/Operator agrees to implement an active state of the art gas and odor control system at the landfill for a period of not less than thirty (30) years after the site has been completely closed. The Standing Committee shall have the right to review the plan of operations including the gas control system, at the time it is submitted to the Department of Natural Resources for approval.

I. Dust Abatement. The Applicant/Operator shall adequately gravel all non-paved roads and roadways within the designated landfill area. These roads and roadways shall only be in the immediate vicinity of the active area of the site. Applicant/Operator shall agree to apply water, calcium chloride and other dust retardants as needed. In the event of a dispute the Standing Committee shall determine need. Applicant/Operator agrees to maintain a vegetative cover on all areas which are disturbed and not being actively used, and in addition thereto, on all berms constructed around the perimeter of the site.

J. Blowing Debris Control.

In addition to a berm and appropriate fencing around the perimeter of the site, the Applicant/Operator shall:

- i. Install additional windbreaks (trees and shrubs.
- ii. The Applicant/Operator will use portable fencing windscreens in the active areas of the site.
- iii. The fencing which will be used as controls will be cleaned of litter and debris daily, and returned to the active area for disposal. Further, if any litter escapes the landfill, the

Applicant/Operator agrees to pick up litter on neighboring property with prior permission of the owners, and return it to the active area for disposal.

- iv. During windy weather, the Applicant/Operator will:
 - a. maintain the disposal area in well-screened areas.
 - b. compact the waste loads immediately after waste is deposited.
 - c. apply liberal quantities of cover soil.

In addition, Applicant/Operator agrees to comply with all provisions of NR 504.05(10)(a) regarding fences and windblown debris control.

K. Landfill Vector Control. The Applicant/Operator agrees to control pests or vectors through proper compacting and covering the waste and grading of the site to eliminate ponded water, and by implementing proper rodent baiting program inside the fenced area.

The Applicant/Operator further agrees to pay for a professional pest control specialist to regularly monitor the site no less than four times per year.

L. Mud Tracking. The Applicant/Operator agrees to maintain the paved entrance free of mud tracked from vehicles from the landfill. This will be done by maintaining graveled access roads inside the site and sweeping or washing down paved roads inside the site.

M. Drainage and Erosion Control. The Applicant/Operator agrees to submit final drainage and erosion control plans for approval by the Waukesha County Soil Conservation Service, and agrees to provide copies to the Standing Committee, the Clerk of the City of Muskego, and the Clerk of the County of Waukesha.

18. Contested Case Hearing. For and in consideration of the consummation of this Agreement, the City of Muskego agrees to dismiss the contested case hearing concerning the feasibility report, and the City further agrees not to commence any contested case procedures against the Applicant/Operator concerning the plan of operation and/or licensure of the landfill or to petition for judicial review of the Wisconsin Department of Natural Resources decision pertaining to the feasibility report, plan of operation and/or licensure of the landfill. In addition, the City of Muskego agrees to withdraw from the pending litigation challenging either environmental impacts, assessments or feasibility of the proposed landfill.

19. Property Protection Provision. All residences (including properties which contain residences but which are zoned residential, agricultural, forest or flood plain/wetland) within the area defined in Exhibit "C", attached hereto and incorporated herein by reference, shall be eligible for property protection as follows:

- A. The owner shall cause all or a part of their property to be listed for sale at an amount not less than the fair market value as calculated on their property tax statement as of December 31, 1990, plus 10% of that amount. This figure shall increase annually based on the Wisconsin

Department of Revenue, Index of Economic Factors for like property in the City of Muskego. Said property shall be listed for a period equal to the average listing time then prevailing as recorded by the Milwaukee Realtors Multiple Listing Service, however, not to exceed 150 days. If at the expiration of that period of time the property has not sold at the value listed, the property owner may request the Applicant/Operator to pay them the 1990 fair market value as listed on the real estate property tax statement, plus 10%, plus the Wisconsin Department of Revenue, Index of Economic Factors for like property. In order to be eligible the property owner(s) may list the property themselves but must advertise it in a newspaper of general circulation not less than twice per week. The property owner(s) may choose to use a real estate broker and all advertising and promotion shall be at the discretion of said real estate broker.

All property owners within the area above described, to be eligible for said relief, must have owned the property on or before December 31, 1990; however if the property owner(s) who owned said property before December 31, 1990 made a transfer

- (a) to a spouse,
- (b) to a parent,
- (c) to a child,
- (d) to a step-parent or step-child,
- (e) to a son-in-law or daughter-in-law,
- (f) to a trust, trustee, principal or agent,
- (g) solely in order to provide a release for security, debt, or obligation,
- (h) by Will, decent or survivorship,

such rights as the principal owner(s) holding the property before December 31, 1990 shall transfer to any new owner under such provisions and upon their sale they may exercise the option herein stated. Ownership as defined in this section of the Agreement shall include any contract or lease with option to purchase.

For purposes of this Paragraph 19, the term "residences" shall include any contiguous or adjacent property zoned residential, agricultural, forest or flood plain/wetland that contains a residence. This Paragraph 19 shall apply if all, or a portion of said property, is sold.

If property is destroyed by any cause, the Applicant/Operator shall not be responsible for the payment under this section for the full amount of the property under this Property Protection unless the property is restored to a condition equivalent to its prior condition. To the extent that an out-building is destroyed and the landowner does not desire to rebuild the building, the property protection shall be adjusted by computing the value of the property as if the building had not been on the property. The formula for evaluation shall be as stated in the first paragraph of Section 19 - A, except the initial figure shall be the fair market value of the land and remaining improvements as calculated on their property tax statement as of December 31, 1990 plus 10% of that amount.

It is herein agreed and understood that the Applicant/Operator shall not be required to purchase more than five (5) properties in any given calendar year. The order of acquisition of said properties shall be based on the order of date that said property is first advertised or listed for sale.

- B. All property owners within the area above described.
- C. Property protection shall commence if the Applicant/Operator obtains a favorable determination of feasibility and if all litigation on the issue of site feasibility has been concluded or waived by a lapse of time or settlement. Eligibility shall continue for five (5) years after the landfill site has been accepted into long term care by the Wisconsin Department of Natural Resources.

The term "Wisconsin Department Of Revenue, Index of Economic Factors" as herein used refers to an annual adjustment based on the percentage of change in stated value of Class T properties in the City of Muskego resulting from "economic change", as reported on Wisconsin Department Of Revenue, Bureau of Property Tax "Statement of Changes in Merged Equalized Value by Type of Change." For reference, the adjustment for the years 1985 through 1990 would have been as follows:

<u>Change From</u>	<u>Change To</u>	<u>Equalized Value</u>	<u>Economic Change</u>	<u>Percent Change</u>
1985	1986	\$406,627,100	(\$12,814,000)	-3.15%
1986	1987	401,919,900	6,072,000	1.51%
1987	1988	415,688,300	28,087,000	6.76%
1988	1989	457,219,100	18,574,900	4.06%
1989	1990	499,618,500	34,817,200	6.97%

20. Sociological Impacts. City of Muskego recognizes that the landfill will have an impact on the quality of life of certain residential properties listed on Exhibit "E" hereto attached. City of Muskego will pay 15% of the total funds received annually by the application of the direct payment or formula payment, whichever is larger, divided equally on the basis of the number of residential units listed on Exhibit "E" hereto attached and incorporated by reference. "Residential Property" shall include all properties zoned residential with a residence, and all agriculturally zoned properties which contain a residence. To be eligible, the owner must have owned the property on August 1, 1990. The amount received, 15%, shall be divided by the number of residential properties listed on Exhibit "E". In the event of a transfer of ownership the payment shall run with the land. The payment shall continue as long as funds are received by the City from the Applicant/Operator under this Agreement. Any residences constructed after August 1, 1990 shall not be added or included in this sociological impact provision. From the first payments made by the Landfill, by Applicant/Operator, all said funds shall apply to pay-off the negotiating committee expenses first before this paragraph will become effective. In the event Applicant/Operator, or any other landfill company, acquires any property rights in an eligible residential property they shall not qualify to participate in the division of proceeds under this paragraph regardless of the use being made of the property.

21. Recycling Agreement. The Applicant/Operator shall attempt to make a reasonable effort to recycle materials at the site. All recycling activities shall take place at a separate location on the site away from the daily landfill operations. All recycling operations shall be conducted in a separate covered building or all recyclable materials shall be stored in containers that may be closed at the end of each days operation. Applicant/Operator agrees to follow all future rules and regulations regarding recycling that may be imposed by State, County or Local regulations except for any provisions for local permits or approvals to operate a recycling facility. Applicant/Operator shall be allowed to compost subject to future rules and enactments for approval. To the extent the City of Muskego has any authority it may regulate composting, however such approval shall not unreasonably be withheld.

22. Limitations on Future Development. The Applicant/Operator herein agrees that it will not own, operate or develop, acquire or expand any other landfill site in the City of Muskego, whether such site be non-hazardous or hazardous. This shall apply to Creative Resource Ventures, Ltd., all corporations and individuals holding stock in Creative Resource Ventures, Ltd., Emerald Park, Inc. Said corporations and individuals will sign an authorization allowing Emerald Park, Inc., by the signing of this Agreement, to bind them to this provision. Nothing herein shall be construed to limit or grant future expansion of the subject site.

23. Miscellaneous Conditions. The terms of this Agreement shall be incorporated upon the granting of a zoning change as terms of the conditional uses under the zoning of the City of Muskego. The Agreement, upon the signing, shall become effective upon the granting of a zoning change.

The Applicant/Operator shall give a minimum of sixty (60) working days notice to the City of Muskego and the Standing Committee prior to the start of construction of any new cells on this site. Applicant/Operator may remove such clay as is necessary from the site for the construction of the landfill. No other clay shall be removed from the landfill site without the expressed written permission, or under the rules and ordinances, of the City of Muskego.

24. Applicable Law. The laws of the State of Wisconsin shall govern the terms of this Agreement.

25. Failure To Comply With Agreement.

If the Applicant/Operator fails to comply with the Agreement, the City of Muskego, County of Waukesha, Citizens Affected, or the Standing Committee, either jointly or severally, shall have the right to pursue all remedies under the Agreement, and in addition thereto, shall have the right and standing to pursue all remedies at law or at equity.

To the extent costs and disbursements and attorney fees are expended by the City of Muskego, County of Waukesha, Citizens Affected, or the Standing Committee, either jointly or severally, the Court shall have the right to award such fees as are just and

equitable under the circumstances.

Nothing in this section is to be construed to override the option of the Standing Committee to exercise authority under the Standing Committee Procedures.

26. Local Approvals. Applicant/Operator and City acknowledge that there are local approvals which pre-existed all notices by Applicant/Operator in accordance with the provisions of 144.445 as "local approvals" are defined. It is understood by and between the parties that local approvals not expressly waived, modified or changed by this Agreement shall continue in full force and effect.

27. Termination of Certain Paragraphs Upon Closure of Site. The provisions of the following paragraphs shall terminate when the active fill operation at the Landfill Site ceases. Those paragraphs are as follows: 4(c) and (d), 5, 7, 8, 10, 12, 13, 14, 17((a), (b), (c) and (g), 18, 20 and 21. All the remaining paragraphs of the Agreement shall survive the closure of the site.

Dated this 29th day of APRIL, 1991.

EMERALD PARK, INC.

By: Ted Joseph
VICE President

By: Judy C. Miles
Asst. Secretary

Dated this 23RD day of APRIL, 1991.

CITY OF MUSKEGO

By: Wayne A. Salentine
Mayor

By: Jean K. Marendo
Clerk

A P P E N D I X

EXHIBIT:

- A Map Depicting Site
- B Standing Committee Procedures
- C Well And Property Protection Area
- D Site Survey With Fence Outlined
- E Properties Eligible For Sociological Impact Funds
- F Sanitary Sewer Service Construction Parameters

EXHIBIT "B"

STANDING COMMITTEE PROCEDURES

STANDING COMMITTEE:

A. Purpose. The City of Muskego (herein referred to as the "City"), the County of Waukesha (herein referred to as the "County"), and Emerald Park, Inc. (herein referred to as the "Applicant/Landfill Operator") agree to establish and participate in a committee to regulate and monitor the construction, operation, closure and long-term care of the landfill site.

B. Membership. Any party having a conflict of interest, either economic or otherwise, affecting their ability to serve the best interests of the health and safety of the human environment by virtue of anticipated or pending negotiations for the sale of land, goods or services to, or the receipt of such from the landfill operator shall not be appointed to the Standing Committee. This shall not apply to the Applicant/Operator's representative.

Each public member of the committee shall serve a term of three (3) years. There shall be no prohibition to reappointment of members of the committee for successive terms. The city shall be allowed to initially stagger the terms of the three (3) appointees. The committee shall elect from amongst its members an individual to function in the capacity of chairperson; however, the representative of the landfill operator shall not serve as chairperson of the committee. The chairpersons of the committee shall have the right to vote on all issues brought before the committee. The Applicant/Operator shall designate a representative to fill a three (3) year term; however, the designated representative may give a proxy to another party, employee or representative of the Applicant/Operator who may act at the meeting under said proxy with the complete authority of the representative of the landfill designated on the committee.

C. Replacement and Removal. A committee member appointed by the City and County or the Applicant/Operator may voluntarily resign at any time, and any committee member appointed by the city shall automatically be removed from the committee effective from the date that member no longer resides in the area as above stated. Upon the occurrence of either, the city, or if applicable, the county shall promptly appoint a replacement.

Any committee member may be removed by the committee for good cause and upon a four/fifths (4/5ths) vote of the entire committee.

D. Quorum. Three (3) members shall constitute a quorum for the purpose of transacting all business before the committee.

E. Documents. Copies of all technical reports and monitoring data supplied to the Federal Environmental Protection Agency or the State of Wisconsin, Department of Natural Resources, by the Applicant/Operator pertaining to the landfill site described herein shall be provided free of charge to each member of the committee.

F. Meetings. The committee shall establish a schedule of meetings for the purposes of review, explanation and discussion of said technical data and the status of the landfill site construction, operation, closure and long-term care. Special meetings of the committee may be called by any member of the committee upon five (5) days written notice for the purpose of addressing any issue of concern involving the landfill site construction, operation or closure. Upon the occurrence of an event deemed by any committee member to constitute an emergency condition, a special meeting may be called with less than five (5) days notice, provided due diligence is undertaken in an attempt to reach each member personally. The public may attend any committee meeting; however, to the extent not required by law, Wisconsin Statutes Chapter 19 shall not apply. "Due diligence" shall be complied with when any notice called for by this agreement shall be personally delivered or sent by certified mail (with a receipt evidencing notice prior to the meeting) to all members at the address listed by them with the committee.

G. Committee Responsibility. The committee shall have the right and responsibility to conduct periodic on-site inspections of the landfill site or shall have the right to designate a representative to undertake the inspection. However, the committee or representative shall contact the employee in authority or apparent authority on the site and advise said employee of any on-site inspection. If in the judgment of the majority of the committee members the landfill site or operations at the site are not in compliance with the provisions of this agreement, the committee shall have the right to serve notice of non-compliance specifically stating the violation by the Applicant/Operator. Such directive shall be in writing at which time the Applicant/Operator shall either correct the violation forthwith or indicate in writing any objections it has to the committee's decision.

H. Emergency Authority to Committee. Certain landfill site conditions, such as dust, noise, odor and debris, can present an immediate noxious condition requiring that emergency measures be taken to cause the condition to cease and desist. Upon complaint to the committee, the committee may immediately investigate the landfill condition. If in the committee's opinion, by majority vote, there is a violation of a condition of this Agreement, the committee shall immediately inform the

Applicant/Operator to correct the violation. If said violation is not immediately corrected the Applicant/Operator agrees to comply with orders of the Standing Committee to either correct or cease operation for a period of not less than one (1) day with the exception of Friday and Saturday which shall not exceed three (3) days. Nothing herein shall be construed to limit or prevent the City of Muskego from exercising its rights under the Safety Ordinances if there is a threat to public health or safety.

In the event of a special meeting of the committee if the majority of the committee determine there is a violation and the Applicant/Operator refuses to correct said condition, the committee by its appropriate representatives may bring an action in the Waukesha County Circuit Court, including an action for temporary injunction, restraint, mandamus or may seek any other relief at law or equity. Nothing herein shall limit the City of Muskego, or County of Waukesha, to otherwise enforce this Agreement.

In the event that said injunction, order or mandamus is granted or that the committee is successful concerning said litigation the Applicant/Operator shall pay the standing committee actual attorney fees incurred to bring said action. Nothing herein shall require the chairperson or the committee to take Court action if they deem appropriate another course of action, either under this Agreement or otherwise.

I. Committee Powers. In the event of a complaint during the construction, operation, closure and long-term care of the landfill site which is brought to the attention of the committee, the committee or designated representative shall have the right to investigate the complaint. The Applicant/Operator shall cooperate with said investigation. Upon a determination that there is no violation, or that said condition has been corrected to the satisfaction of the committee at the time the committee meets, the committee shall so advise the complainant. There shall be no further responsibility on the committee to act concerning said issue. The public shall have the right to speak before the committee concerning any alleged violation by the landfill Applicant/Operator.

In the event the committee determines by majority vote that there is a violation, the committee shall order the Applicant/Operator to bring the landfill site into compliance within a reasonable time. The Applicant/Operator shall have a duty to cooperate with the directive of the committee. For a second or continuing violation of a same or similar nature the committee shall have the right to fine the operator. However in no event shall the fine exceed \$400.00 per day for each day of violation. This shall not limit any other rights of the committee or the municipalities under the terms of this agreement.

J. Right to Review. In the event the Applicant/Operator shall disagree with the order or directive of the committee under paragraph I, the Applicant/Operator shall have the right to appeal to arbitrators appointed by mutual consent of the parties. The arbitrators shall determine (a) whether or not the committee has abused its discretion, or (b) whether or not the committee actions were arbitrary and capricious, or (c) whether or not the committees' actions were based on substantial facts in the record. Applicant/Operator agrees to be bound by the determination of the arbitrators.

All hearings shall be open to the general public who shall have the right to address the hearing examiner.

In the event the arbitrator determines the actions of the committee were in violation of the aforesaid standards, the arbitrator may enter such findings as he deems appropriate, and either dismiss the complaint or remand the matter to the committee for further proceedings not inconsistent with his ruling. In the event the arbitrators determine the findings of the committee were not (a) an abuse of discretion, (b) arbitrary or capricious, or (c) the committees' actions were based on substantial facts in the record, the order of the committee shall be binding on the Applicant/Operator.

Arbitrators shall be appointed as follows: Each party shall select an arbitrator. These two arbitrators shall select a third arbitrator. Upon hearing and review the three arbitrators shall decide any issues brought before them. In the event the decision of the arbitrators cannot be unanimous, majority shall rule.

K. Form of Proceedings Before the Committee. All proceedings before the committee may be informal, however, if the operator or complainant requests, said proceedings shall be conducted in a format comparable to a contested case hearing. The committee shall have the right to adopt a formal procedure on their own motion. Minutes of the proceedings shall be kept by a secretary appointed by the committee.

Specifically, the complainant or Applicant/Operator shall be entitled to the swearing of witnesses, the presentation of testimony, the transcription of the proceedings, the right to cross-examine witnesses, the findings of the committee shall be in writing and shall include findings of fact and orders which shall specify the contractual, ordinance, code, or law violation upon which the determination of the committee is made. If no request for such procedure is made either by the complainant or the Applicant/Operator under informal proceedings, the committee shall nevertheless reduce its findings, determination or order to writing.

L. Contact Person. The Applicant/Operator shall supply the local committee with the names, addresses and telephone numbers of three representatives of the Applicant/Operator, one of whom shall be available at all times, including weekends, holidays, and non-operative hours. Each of the three parties, individually, shall have complete authority to act and bind the Applicant/Operator concerning all matters contained in this Agreement and relevant to issues involving the landfill site.

Ruekert Mielke

Professional Engineers
& Registered Land Surveyors since 1946

December 18, 1990

EXHIBIT C

Property and Well Protection Area

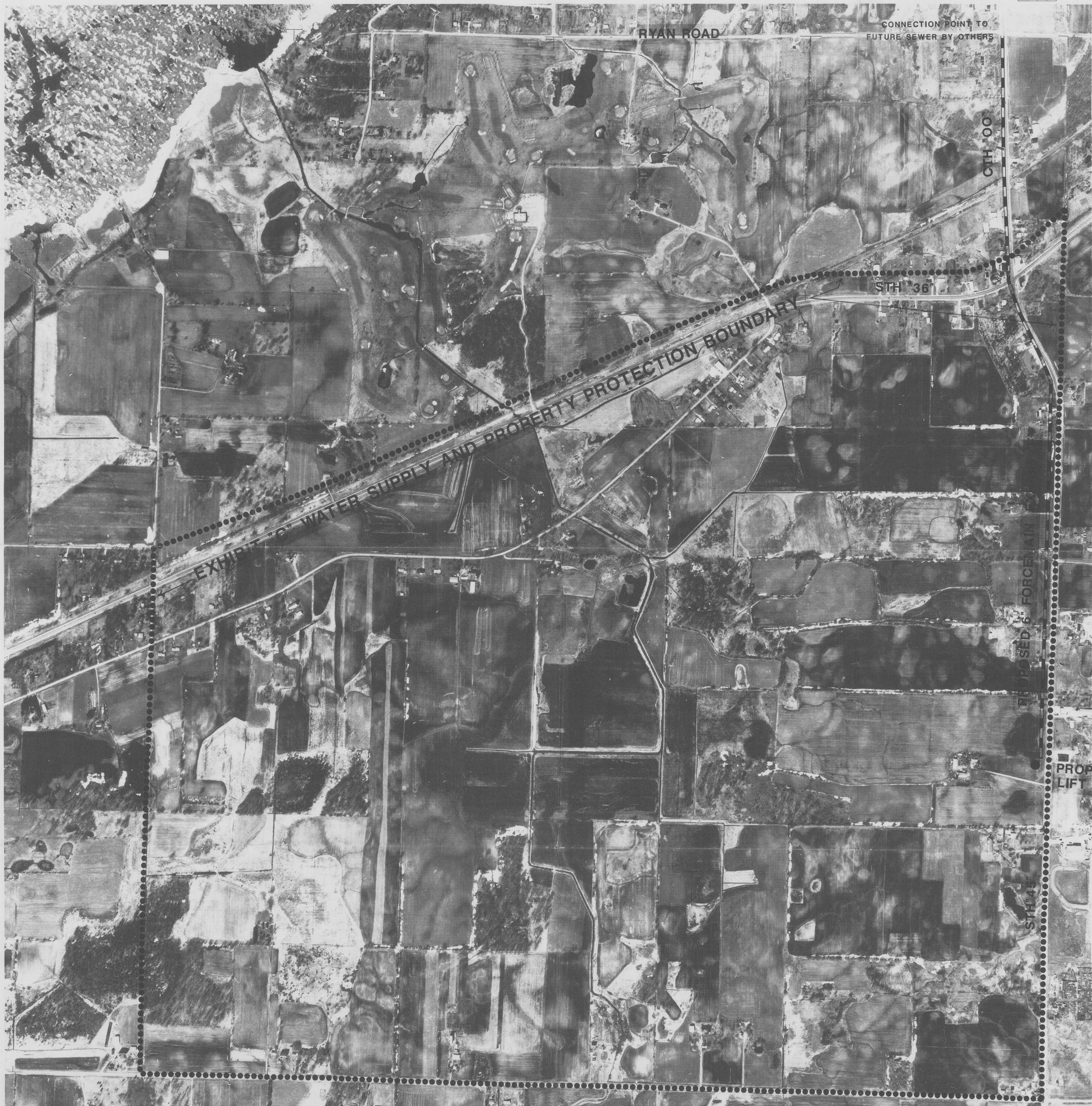
All residents within the area defined as follows:

All that part of Section 25, 26, 35 and all of Section 36, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of Section 36; thence Westerly on Union Church Road, and the South line of Sections 35 and 36 to a point of the West 1/8 line of Section 35; thence Northerly along said 1/8 line to a point of intersection with Thode Road; thence continuing Northerly along the centerline of Thode Road to a point 200 feet North of the centerline of S.T.H. "36"; thence Northeasterly along a line 200 feet parallel to the North right-of-way line of S.T.H. "36" to a point of intersection with the East line of Section 25, said point being 200' North of S.T.H. "36"; thence Southerly along the East line of Sections 25 and 36 to the point of beginning.

NOTE: Attached hereto see pocket part identified as Exhibit C-1, an aerial photograph showing the boundaries contained in the legal description above described.

26	2	1	2	1	25
3	4	3	3	4	
2	1	2	1		
35	3	4	3	4	36



RYAN ROAD

CONNECTION POINT TO FUTURE SEWER BY OTHERS

CTH 100

STH 36

EXHIBIT 6 WATER SUPPLY AND PROPERTY PROTECTION BOUNDARY

PROPOSED 6" FORCE MAIN

PROPOSED LIFT STATION

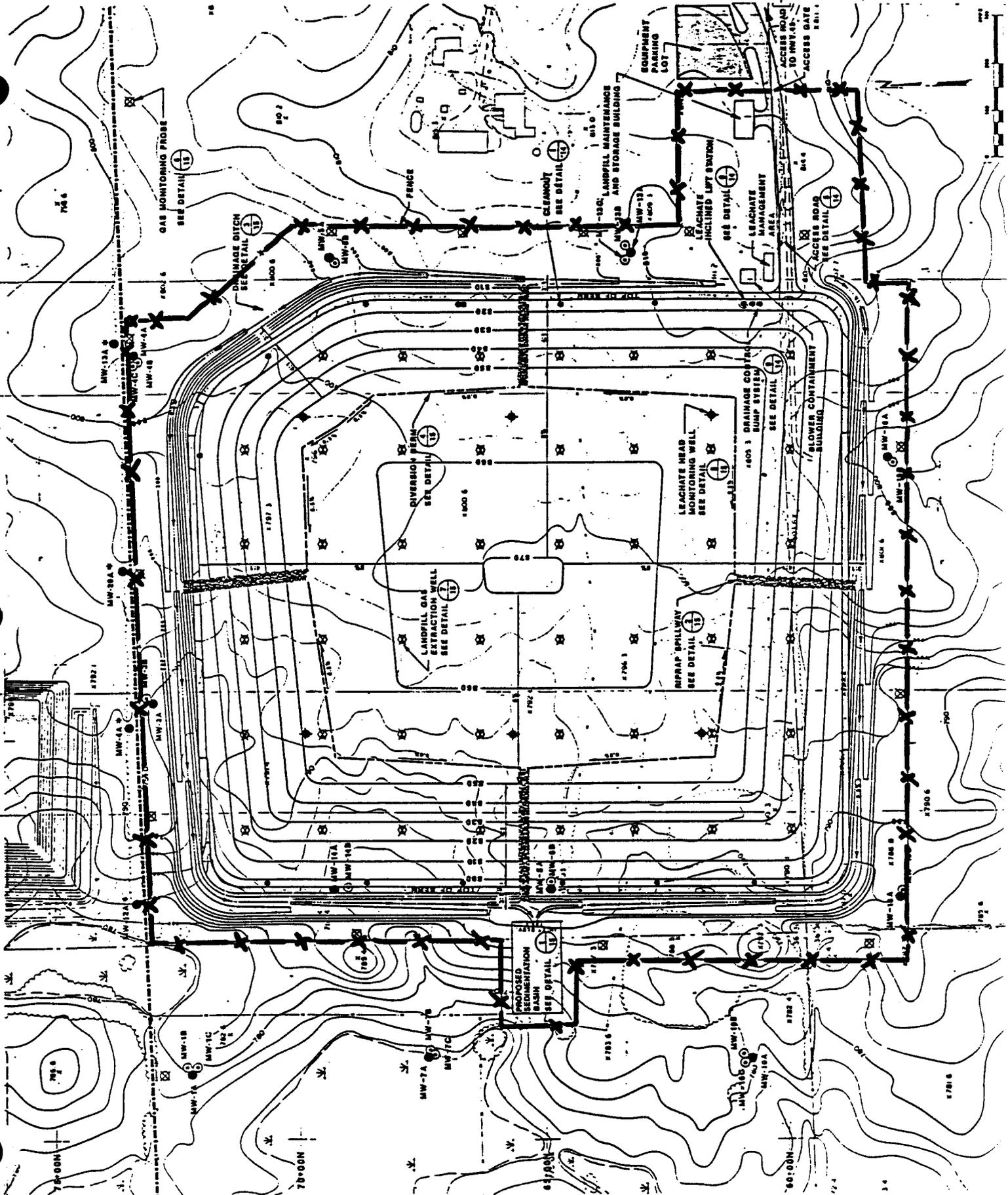
STH 45



1"=400'

THE REPRODUCTION OF THIS MATERIAL WAS FINANCED IN PART THROUGH A JOINT PLANNING GRANT FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION, THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, UNDER THE FEDERAL AID HIGHWAY ACT OF 1962, AS AMENDED, AND THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED.

EXHIBIT D



— X — fence

Exhibit "E"

Emerald Park

08-Apr-91

Page 1

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
1	2257 975	1	Margaret Ann Ivers * S98 W12532 Loomis Road Muskego, Wisconsin 53150	72,200	83,993	92,392
2	2257 985	1	Clarence J. Wagner 5835 S. 108th Street Hales Corners, Wisconsin 53130	60,500	70,382	77,420
3	2257 986	1	Margaret L. Slak S98 W12772 Loomis Drive Muskego, Wisconsin 53150	82,700	96,208	105,828
4	2257 987	1	Karl L. & Dawn Brien S98 W12808 Loomis Road Muskego, Wisconsin 53150	64,800	75,384	82,922
5	2257 989	1	LaVerne J. Bartes S98 W12878 Loomis Road Muskego, Wisconsin 53150	76,900	89,460	98,406
6	2257 990	1	Mark A. Weissbrodt S98 W12904 Loomis Road Muskego, Wisconsin 53150	63,400	73,755	81,131
7	2257 991	1	Marilyn Canfield S98 W12932 Loomis Road Muskego, Wisconsin 53150	52,500	61,075	67,182
8	2257 992	1	John F. Eckstein S98 W12970 Loomis Road Muskego, Wisconsin 53150	88,600	103,071	113,378
9	2259 980	1	Robert C. Boehm W124 S10227 S. 124th Street Muskego, Wisconsin 53150	76,700	89,228	98,150
10	2259 981	1	Sylvia Petroviak W124 S10077 S. 124th Street Muskego, Wisconsin 53150	141,500	164,611	181,073

* This property is a residential duplex located in commercial zoned area included by mutual agreement

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
11	2259 982	1	Claude A. Eigenberger S99 W13201 Loomis Road Muskego, Wisconsin 53150	62,500	72,708	79,979
12	2259 983	1	Norman Jung S99 W13277 Loomis Drive Muskego, Wisconsin 53150	70,000	81,433	89,577
13	2259 985 2259 984	1	Gerald Martins S100 W13399 Loomis Drive Muskego, Wisconsin 53150	1,200 68,800	1,396	1,536
14	2259 986	1	Joseph Lentz S100 W13421 Loomis Drive Muskego, Wisconsin 53150	71,600	83,295	91,624
15	2259 987	1	John Wertz S100 W13449 Loomis Drive Muskego, Wisconsin 53150	71,300	82,946	91,240
16	2259 988	1	Barbara L. Tesch S100 W13475 Loomis Dr Muskego, Wisconsin 53150	75,700	88,064	96,871
17	2259 989	1	Larry & Connie Lossman S100 W13497 Loomis Road Muskego, Wisconsin 53150	83,300	96,906	106,596
18	2259 990	1	Donald Dibb S100 W13547 Loomis Drive Muskego, Wisconsin 53150	71,900	83,644	92,008
19	2259 992	1	Russell/Donna Jankowski S102 W13815 Loomis Drive Muskego, Wisconsin 53150	142,600	165,891	182,480
20	2259 993 001	1	Alice L. Marold S102 W13945 Loomis Drive Muskego, Wisconsin 53150	99,100	115,286	126,815

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
21	2259 995	1	Loretta Jung S99 W13259 Loomis Drive Muskego, Wisconsin 53150	71,700	83,411	91,752
22	2259 995 001	1	Jeffrey & Kathleen Arbinger S99 W13381 Loomis Drive Muskego, Wisconsin 53150	71,300	82,946	91,240
23	2259 996	1	Verner L. Lund S100 W13510 Loomis Drive Muskego, Wisconsin 53150	70,100	81,550	89,705
24	2259 997	1	Daniel/Lynn Fischer S100 W13474 Loomis Drive Muskego, Wisconsin 53150	63,300	73,639	81,003
25	2259 999	1	Eugene & V. Schultz S100 W13402 Loomis Drive Muskego, Wisconsin 53150	66,000	76,780	84,458
26	2260 989	1	Edmund Malkowski W124 S10293 S. 124th Street Muskego, Wisconsin 53150	38,800	45,137	49,651
27	2260 993	1	Robert J. White S99 W12953 Loomis Drive Muskego, Wisconsin 53150	74,800	87,017	95,719
28	2260 994	1	Ronald Peuse S99 W12917 Loomis Road Muskego, Wisconsin 53150	60,400	70,265	77,292
29	2260 995	1	Gene & Karen Lang S99 W12897 Loomis Road Muskego, Wisconsin 53150	61,400	71,429	78,571

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
30	2260 996	1	Ellsworth W. Brace S99 W12857 Loomis Road Muskego, Wisconsin 53150	58,300	67,822	74,604
31	2260 997	1	David E. Koopmeiners S99 W12817 Loomis Road Muskego, Wisconsin 53150	70,600	82,131	90,344
32	2260 998	1	Evelyn/Margaret Krause W125 S9905 North Cape Muskego, Wisconsin 53150	89,600	104,235	114,658
33	2297 993	1	Dale & Maureen Martin S103 S14578 Muskego, Wisconsin 53150	62,400	72,592	79,851
34	2297 994	1	Thomas P. Campbell S103 W14697 Loomis Drive Muskego, Wisconsin 53150	82,600	96,091	105,700
35	2297 994 001	1	Jack Lyman S103 W14727 Loomis Drive Muskego, Wisconsin 53150	82,700	96,208	105,828
36	2297 995	1	Charles Wriedt S102 W14459 Loomis Drive Muskego, Wisconsin 53150	81,200	94,463	103,909
37	2297 998 2297 999	2	Donald L. Albrecht S103 W14305 Loomis Drive Muskego, Wisconsin 53150	248,800	289,437	318,381
38	2297 999 01	1	Allan & K. Albrecht S103 W14363 Loomis Drive Muskego, Wisconsin 53150	89,100	103,653	114,018
39	2298 978	1	N.J. Sobieski S103 W14823 Loomis Drive Muskego, Wisconsin 53150	69,800	81,201	89,321

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
40	2298 979	1	Robert & Sharon Skiff S104 W15043 Loomis Drive Muskego, Wisconsin 53150	59,400	69,102	76,012
41	2298 980	1	Wieselmann Trust S104 W15169 Loomis Drive Muskego, Wisconsin 53150	58,300	67,822	74,604
42	2298 981 001	1	Mayme Wieselmann S104 W15169 Loomis Drive Muskego, Wisconsin 53150	69,100	80,386	88,425
43	2298 997 001	1	Daryl & Barbara Condon S104 W15020 Loomis Drive Muskego, Wisconsin 53150	65,000	75,617	83,178
44	2299 999	1	Anton Starich S110 W14800 Un'N Church Muskego, Wisconsin 53150	51,500	59,912	65,903
45	2300 999 2303 996	1	Harvey & Jacqueline Schweitzer S110 W14230 Un'N Church Muskego, Wisconsin 53150	122,700	142,741	157,015
46	2301 997	1	R & D Mittelstaedt 7620 E. Wind Lake Road Wind Lake, Wisconsin 53185	58,400	67,939	74,732
47	2302 999 2302 997	1	Jos. Leslie Cronin * S103 W13999 Loomis Drive Muskego, Wisconsin 53150	164,300	191,135	210,249
48	2303 997	1	Frank Geboy 111 S. Elm Grove Road Brookfield, Wisconsin 53005	69,700	81,084	89,193
49	2303 998	1	Mary Addy Anderson S110 W13458 Un'N Church Muskego, Wisconsin 53150	92,900	108,074	118,881

* Value adjusted to reflect 20 rather than 10 acres.

Property Protection List for Emerald Park Area

List No.	Tax Key No.	Shares	Name & Address	1990 Assessed Value	1990 Market Value	1990 Value + 10%
50	2304 998	1	Elizabeth Johnson 2304 W. National Avenue Milwaukee, Wisconsin 53204	108,700	126,454	139,100
51	2299 996	1	Ralph Louchbaum S110 W14718 Union Church Road Muskego, Wisconsin 53150	113,800	132,387	145,626
52	2264 998 2264 988 001	2	Marvin Pellman S102 W14043 Loomis Drive Muskego, Wisconsin 53150	179,100	208,353	229,188
Total Shares		54				

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
1	94,702	97,069	99,496	101,983	104,533
2	79,355	81,339	83,373	85,457	87,593
3	108,474	111,186	113,965	116,815	119,735
4	84,995	87,120	89,298	91,531	93,819
5	100,866	103,388	105,973	108,622	111,338
6	83,159	85,238	87,369	89,553	91,792
7	68,862	70,584	72,348	74,157	76,011
8	116,213	119,118	122,096	125,148	128,277
9	100,604	103,119	105,697	108,340	111,048
10	185,599	190,239	194,995	199,870	204,867

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
11	81,979	84,028	86,129	88,282	90,489
12	91,816	94,111	96,464	98,876	101,348
13	1,574	1,613	1,654	1,695	1,737
14	93,915	96,262	98,669	101,136	103,664
15	93,521	95,859	98,256	100,712	103,230
16	99,292	101,775	104,319	106,927	109,600
17	109,261	111,993	114,792	117,662	120,604
18	94,308	96,666	99,082	101,560	104,099
19	187,042	191,718	196,511	201,424	206,460
20	129,985	133,235	136,566	139,980	143,479

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
21	94,046	96,397	98,807	101,277	103,809
22	93,521	95,859	98,256	100,712	103,230
23	91,947	94,246	96,602	99,017	101,492
24	83,028	85,104	87,231	89,412	91,647
25	86,569	88,734	90,952	93,226	95,556
26	50,892	52,165	53,469	54,805	56,176
27	98,112	100,565	103,079	105,656	108,297
28	79,224	81,205	83,235	85,316	87,449
29	80,536	82,549	84,613	86,728	88,896

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
30	76,470	78,381	80,341	82,349	84,408
31	92,603	94,918	97,291	99,723	102,216
32	117,524	120,463	123,474	126,561	129,725
33	81,847	83,894	85,991	88,141	90,344
34	108,343	111,051	113,828	116,673	119,590
35	108,474	111,186	113,965	116,815	119,735
36	106,507	109,169	111,898	114,696	117,563
37	326,340	334,499	342,861	351,433	360,218
38	116,869	119,790	122,785	125,855	129,001
39	91,554	93,842	96,189	98,593	101,058

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
30	76,470	78,381	80,341	82,349	84,408
31	92,603	94,918	97,291	99,723	102,216
32	117,524	120,463	123,474	126,561	129,725
33	81,847	83,894	85,991	88,141	90,344
34	108,343	111,051	113,828	116,673	119,590
35	108,474	111,186	113,965	116,815	119,735
36	106,507	109,169	111,898	114,696	117,563
37	326,340	334,499	342,861	351,433	360,218
38	116,869	119,790	122,785	125,855	129,001
39	91,554	93,842	96,189	98,593	101,058

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
40	77,912	79,860	81,857	83,903	86,001
41	76,470	78,381	80,341	82,349	84,408
42	90,635	92,901	95,224	97,604	100,045
43	85,258	87,389	89,574	91,813	94,109
44	67,550	69,239	70,970	72,744	74,563
45	160,940	164,964	169,088	173,315	177,648
46	76,601	78,516	80,479	82,491	84,553
47	215,505	220,893	226,415	232,076	237,877
48	91,422	93,708	96,051	98,452	100,913
49	121,853	124,899	128,022	131,222	134,503

Adjusted values are a projection based on increases of 2.5% each year.

List No.	1991 Adjusted Value	1992 Adjusted Value	1993 Adjusted Value	1994 Adjusted Value	1995 Adjusted Value
50	142,577	146,141	149,795	153,540	157,378
51	149,267	152,998	156,823	160,744	164,762
52	234,918	240,791	246,810	252,981	259,305

0

**EXHIBIT F
EMERALD PARK LANDFILL
SANITARY SEWER SERVICE CONSTRUCTION PARAMETERS**

Equipment

- 1 - Pre-fabricated sewage lift station capable of a minimum peak flow design capacity of 156 gallons per minute.
- 1 - Wetwell Structure
- 1 - Standby Power Source

7050 L.F. 6" Sewage Force Main

Lift Station location shall be at the approximate center of Section 36 adjacent to U.S. Highway 45. The 6" forcemain shall parallel U.S. Highway 45. From the point of connection to the intersection of Ryan Road and North Cape Road in the City of Muskego.



6411 Mineral Point Road, Suite E, Madison, WI 53705 (608-276-6082)

February 12, 1991

City of Muskego
Emerald Park Landfill
Local Negotiating Committee
c/o Matthew Quinn, Esq.
Hand & Quinn, S.C.
932 Lave Avenue
Racine, WI 53403

Dear Attorney Quinn:

The undersigned individuals and corporations are all of the shareholders of Emerald Park, Inc. and Creative Resource Ventures, Ltd. We hereby authorize Emerald Park, Inc. by the execution of the Landfill Agreement between Emerald Park, Inc. and the City of Muskego, to bind the undersigned during the term of the Agreement, as renewed, extended, modified or amended from time to time, to the provisions of Section 22 of the Landfill Agreement which reads as follows:

"22 Limitations on Future Development. The Applicant/Operator herein agrees that it will not own, operate or develop, acquire or expand any other landfill site in the City of Muskego, whether such site be nonhazardous or hazardous. This shall apply to Creative Resource Ventures, Ltd., all corporations and individuals holding stock in Creative Resource Ventures, Ltd., Emerald Park, Inc. Said corporations and individuals will sign an authorization allowing Emerald Park, Inc., by the signing of this Agreement, to bind them to this provision. Nothing herein shall be construed to limit or grant future expansion of the subject site."

EMERALD PARK, INC.

BY: Robert T. Glebs
Robert T. Glebs, President

CREATIVE RESOURCE VENTURES, LTD.

BY: Robert T. Glebs
Robert T. Glebs, President

COSTAIN RESOURCE MANAGEMENT, INC.

BY: Philip S. Cali
Philip S. Cali, President

Joseph P. Tate
Joseph P. Tate

Dennis DeVetter
Dennis DeVetter

151 Timothy Ziegler
Timothy Ziegler

151 Joseph Steltenkamp
Joseph Steltenkamp

151 Joyce DeBeck
Joyce DeBeck

151 Joyce DeBeck, Custodian WUGMA
Joyce DeBeck, Custodian, for J. W. De Hogoboom
WUGMA for
John W. DeBeck Hogoboom

151 Colleen Duckwitz
Colleen Duckwitz

Joseph P. Tate
Joseph P. Tate

Dennis DeVetter
Dennis DeVetter

Timothy Ziegler
Timothy Ziegler

Joseph Steltenkamp

151 Joyce DeBeck
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151 Joyce DeBeck, Custodian WUGMA
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151 Colleen Duckwitz
Colleen Duckwitz

Joseph P. Tate
Joseph P. Tate

Dennis DeVetter
Dennis DeVetter

Timothy Ziegler
Timothy Ziegler

Joseph Steltenkamp
Joseph Steltenkamp

Joyce DeBeck
Joyce DeBeck

151 Joyce DeBeck, Custodian WUGMA
Joyce DeBeck, Custodian, for J. W. De. Hogoboom
WUGMA for
John W. DeBeck Hogoboom

151 Colleen Duckwitz
Colleen Duckwitz

Joseph P. Tate

Dennis DeVetter

Timothy Ziegler

Joseph Steltenkamp

x *Joyce A. DeBeck*
Joyce DeBeck

x *Joyce A. DeBeck*
Joyce DeBeck, Custodian,
WUGMA for
John W. DeBeck Hogoboom

Colleen Duckwitz
Colleen Duckwitz

EMERALD PARK LANDFILL NEGOTIATING COMMITTEE
MUSKEGO, WISCONSIN

April 23, 1991

Mayor Wayne G. Salentine
and Common Council
City of Muskego
W182 S8200 Racine Avenue
Muskego, Wisconsin 53150

Re: EPI Landfill Agreement

Gentlemen:

Enclosed herewith you will find four copies of a final landfill negotiated agreement prepared and accepted between the Emerald Park Landfill Negotiating Committee and Emerald Park, Inc.

At a meeting held on April 23, 1991, the Committee unanimously adopted the Agreement given herewith and recommended that this Agreement be forwarded to the City of Muskego for ratification by the Common Council and authorization for the Mayor to sign the Agreement. Emerald Park, Inc. has indicated its satisfaction with the terms of the Agreement and that it will sign upon the execution by the City.

Respectfully Submitted,

EMERALD PARK LANDFILL NEGOTIATING
COMMITTEE


By: Laverne J. Bartes - Chairman

ABRIDGMENT OF MINUTES OF THE
EMERALD PARK LANDFILL NEGOTIATING COMMITTEE

A motion was made by Margaret Mertz, and seconded by Alderman Ed Dumke, that the Emerald Park Landfill Negotiating Committee, upon review of the final draft of the Agreement, hereby approves the Agreement as a final negotiated agreement pursuant to Chapter 144.445 of the Wisconsin Statutes and herein recommends the adoption of said Agreement by the City of Muskego on the representation previously made by Emerald Park, Inc. that it is satisfied with and will sign the Agreement as drafted. Motion carried unanimously.

Laverne J. Bartes
Laverne J. Bartes - Chairman

I, Stella Dunahee, hereby certify that this is a authenticated copy of a portion of the minutes of the April 23, 1991 meeting of the Emerald Park Landfill Negotiating Committee.

Stella Dunahee
Stella Dunahee
April 23, 1991

HAND & QUINN, S.C.
Attorneys At Law
932 LAKE AVENUE
RACINE, WISCONSIN 53403

JOHN B. HAND (1911-1978)
MATTHEW H. QUINN

cc: Mayor
Blairmen
City Clerk
Waste Facility
Siting Board
Orig: Attached to
Original Agreement

TELEPHONE 632-5191
AREA CODE 414
FAX 632-7575

5-7-91
JB

May 6, 1991

City of Muskego
W182 S8200 Racine Avenue
Muskego, Wisconsin 53150

Attention: Ms. Jean K. Marena
City Clerk

Re: City of Muskego and Emerald Park, Inc.

Dear Ms. Marena:

Enclosed herewith you will find a copy of the letter of receipt from the Waste Facility Siting Board acknowledging our filing of the executed Agreement between Emerald Park, Inc. and the City of Muskego. I would suggest that a copy of this letter be incorporated with the Agreement. If you have any questions do not hesitate to contact me.

Sincerely,

HAND & QUINN, S.C.

Matthew H. Quinn

MATTHEW H. QUINN

MHQ:dp

Enc.

cc: Mayor Wayne G. Salentine
Mr. Laverne J. Bartes
Mr. Peter J. Ruud

CC DV

State of Wisconsin



Waste Facility Siting Board
132 E. Wilson Street, Madison, WI 53702
(608) 267-7854
FAX (608) 267-3770

Lynn Nimz
Chairman

Patti Cronin
Executive Director

April 30, 1991

Matthew H. Quinn
Hand & Quinn, S.C.
Attorneys at Law
932 Lake Avenue
Racine, WI 53403

Dear Attorney Quinn:

This letter acknowledges receipt of your April 29, 1991 letter and a copy of the final agreement between Emerald Park, Inc. and the Emerald Park Landfill Siting Committee.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jane Furst".

Jane Furst
Program Assistant

COPY

EMERALD PARK LANDFILL NEGOTIATING COMMITTEE
MUSKEGO, WISCONSIN

April 23, 1991

Mayor Wayne G. Salentine
and Common Council
City of Muskego
W182 S8200 Racine Avenue
Muskego, Wisconsin 53150

Re: EPI Landfill Agreement

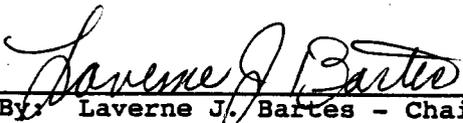
Gentlemen:

Enclosed herewith you will find four copies of a final landfill negotiated agreement prepared and accepted between the Emerald Park Landfill Negotiating Committee and Emerald Park, Inc.

At a meeting held on April 23, 1991, the Committee unanimously adopted the Agreement given herewith and recommended that this Agreement be forwarded to the City of Muskego for ratification by the Common Council and authorization for the Mayor to sign the Agreement. Emerald Park, Inc. has indicated its satisfaction with the terms of the Agreement and that it will sign upon the execution by the City.

Respectfully Submitted,

EMERALD PARK LANDFILL NEGOTIATING
COMMITTEE


By: Laverne J. Barts - Chairman

EMERALD PARK LANDFILL NEGOTIATING COMMITTEE
MUSKEGO, WISCONSIN

April 23, 1991

Mayor Wayne G. Salentine
and Common Council
City of Muskego
W182 S8200 Racine Avenue
Muskego, Wisconsin 53150

Re: EPI Landfill Agreement

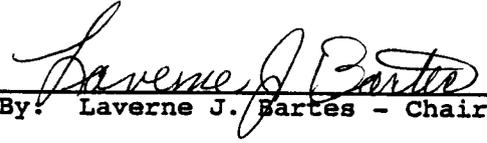
Gentlemen:

Enclosed herewith you will find four copies of a final landfill negotiated agreement prepared and accepted between the Emerald Park Landfill Negotiating Committee and Emerald Park, Inc.

At a meeting held on April 23, 1991, the Committee unanimously adopted the Agreement given herewith and recommended that this Agreement be forwarded to the City of Muskego for ratification by the Common Council and authorization for the Mayor to sign the Agreement. Emerald Park, Inc. has indicated its satisfaction with the terms of the Agreement and that it will sign upon the execution by the City.

Respectfully Submitted,

EMERALD PARK LANDFILL NEGOTIATING
COMMITTEE


By: Laverne J. Bartes - Chairman

ABRIDGMENT OF MINUTES OF THE
EMERALD PARK LANDFILL NEGOTIATING COMMITTEE

A motion was made by Margaret Kertz, and seconded by Alderman Ed Dumbell, that the Emerald Park Landfill Negotiating Committee, upon review of the final draft of the Agreement, hereby approves the Agreement as a final negotiated agreement pursuant to Chapter 144.445 of the Wisconsin Statutes and herein recommends the adoption of said Agreement by the City of Muskego on the representation previously made by Emerald Park, Inc. that it is satisfied with and will sign the Agreement as drafted. Motion carried unanimously.

Laverne J. Bartes
Laverne J. Bartes - Chairman

I, Stella Dunahee, hereby certify that this is a authenticated copy of a portion of the minutes of the April 23, 1991 meeting of the Emerald Park Landfill Negotiating Committee.

Stella Dunahee
Stella Dunahee
April 23, 1991

ABRIDGMENT OF MINUTES OF THE
EMERALD PARK LANDFILL NEGOTIATING COMMITTEE

A motion was made by Margaret Weitz, and seconded by Alderman Ed Pusner, that the Emerald Park Landfill Negotiating Committee, upon review of the final draft of the Agreement, hereby approves the Agreement as a final negotiated agreement pursuant to Chapter 144.445 of the Wisconsin Statutes and herein recommends the adoption of said Agreement by the City of Muskego on the representation previously made by Emerald Park, Inc. that it is satisfied with and will sign the Agreement as drafted. Motion carried unanimously.

Laverne J. Bartes
Laverne J. Bartes - Chairman

I, Stella Dunahee, hereby certify that this is a authenticated copy of a portion of the minutes of the April 23, 1991 meeting of the Emerald Park Landfill Negotiating Committee.

Stella Dunahee
Stella Dunahee
April 23, 1991

ABRIDGMENT OF MINUTES OF THE
EMERALD PARK LANDFILL NEGOTIATING COMMITTEE

A motion was made by Margaret Weitz, and seconded by Alderman Ed Rummel, that the Emerald Park Landfill Negotiating Committee, upon review of the final draft of the Agreement, hereby approves the Agreement as a final negotiated agreement pursuant to Chapter 144.445 of the Wisconsin Statutes and herein recommends the adoption of said Agreement by the City of Muskego on the representation previously made by Emerald Park, Inc. that it is satisfied with and will sign the Agreement as drafted. Motion carried unanimously.

Laverne J. Bartes
Laverne J. Bartes - Chairman

I, Stella Dunahee, hereby certify that this is a authenticated copy of a portion of the minutes of the April 23, 1991 meeting of the Emerald Park Landfill Negotiating Committee.

Stella Dunahee
Stella Dunahee
April 23, 1991

ABRIDGMENT OF MINUTES OF THE
EMERALD PARK LANDFILL NEGOTIATING COMMITTEE

A motion was made by Monnet Weitz, and seconded by Alderman Ed Gumpel, that the Emerald Park Landfill Negotiating Committee, upon review of the final draft of the Agreement, hereby approves the Agreement as a final negotiated agreement pursuant to Chapter 144.445 of the Wisconsin Statutes and herein recommends the adoption of said Agreement by the City of Muskego on the representation previously made by Emerald Park, Inc. that it is satisfied with and will sign the Agreement as drafted. Motion carried unanimously.

Laverne J. Bartes
Laverne J. Bartes - Chairman

I, Stella Dunahee, hereby certify that this is a authenticated copy of a portion of the minutes of the April 23, 1991 meeting of the Emerald Park Landfill Negotiating Committee.

Stella Dunahee
Stella Dunahee
April 23, 1991

INSURANCE/ BONDS



received
12/26/02

December 23, 2002

Lynn Gulbins
Water Utility Clerk
City of Muskego
P.O. Box 749
Muskego, WI 53150-0749

Re: Name Change Rider for Surety bond

Dear Ms. Gulbins:

Enclosed is a rider to bond No. ESD6065062 reflecting our company name change.

Sincerely,

ONYX WASTE SERVICES MUSKEGO

A handwritten signature in cursive script that reads "Diann Kowalkowski".

Diann Kowalkowski
Sales Coordinator

Cc: Charles R. Ott

**AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company**

**American International Companies
Principal Bond Office
70 Pine Street
New York, NY 10270**

RIDER to be attached to and form a part of
Bond No. ESD6065062 wherein

SUPERIOR EMERALD PARK LANDFILL LLC

Is named as Principal and **AMERICAN HOME ASSURANCE COMPANY**
As Surety, in favor of the

CITY OF MUSKEGO

In the amount of **ONE HUNDRED THOUSAND & 00/100 - - - - - (\$100,000.00)**,
dated 11/04/1994.

IT IS HEREBY STIPULATED AND AGREED THAT EFFECTIVE **JANUARY 1, 2003** said bond is
hereby amended as follows:

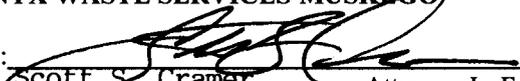
THE PRINCIPAL NAME HAS BEEN AMMENDED:

**FROM: SUPERIOR EMERALD PARK LANDFILL LLC
TO: ONYX WASTE SERVICES MIDWEST, INC. DBA
ONYX WASTE SERVICES MUSKEGO**

And that the Principal hereby binds itself, its successors and assigns, as Principal and **AMERICAN HOME ASSURANCE COMPANY** hereby binds itself, its successors and assigns, as Surety, in accordance with the terms, provisions and conditions of said bond as so amended.

IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be duly signed and their respective seals to the hereunto affixed this 13TH day of **DECEMBER, 2002**.

**ONYX WASTE SERVICES, INC. DBA
ONYX WASTE SERVICES MUSKEGO**

By: 
SCOTT S. Cramer, Assistant Secretary ~~Attorney-In-Fact~~

AMERICAN HOME ASSURANCE COMPANY

By: 
Jacqueline Kirk, Attorney-In-Fact

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Donald R. Gibson, Sandra Parker, , Kimberly Strahm, William Martin, Leslie K. Hudgens, Jacqueline Kirk,
Melissa Haddick, Tannis Mattson, Terri Morrison: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 18th day of September, 2001.

Michael C. Fay
Michael C. Fay, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 18th day of September, 2001 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Dorothy L. Parker

DOROTHY L. PARKER
Notary Public, State of New York
No. 01PA6060631
Qualified in Richmond County
Commission Expires June 25, 03

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 13th day of December 2002.



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000197985-01

PRODUCER
Marsh USA, Inc.
Wells Fargo Plaza
1000 Louisiana, Suite 4000
Houston, TX 77002
10056 -EMRLD-WPOLL-02-05 EPARK

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A COMMERCE & INDUSTRY INSURANCE CO.
- COMPANY
B AMERICAN HOME ASSURANCE COMPANY
- COMPANY
C AMERICAN INTERNATIONAL SPECIALTY LINES INS CO
- COMPANY
D INS. CO. OF THE STATE OF PA

INSURED
ONYX EMERALD PARK LANDFILL LLC
W124 S 10629 S. 124TH STREET
MUSKEGO, WI 53150

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below 4

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 417 7311	07/01/02	07/01/03	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$ 1,000,000
H G G G	AUTOMOBILE LIABILITY	D004A00055 (TX) D004A00056(MA) D004A00057 (PR) D004A00058(AOS)	07/01/02	07/01/03	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
E E	EXCESS LIABILITY	7020222 853-5379	07/01/02	07/01/03	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D A B F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 4552998 (AOS) WC4553001(nd,oh,wa,wi,wv,wy)	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
C	OTHER POLLUTION CLAIMS MADE FORM SUDDEN & GRADUAL	PLS 6192325	07/01/02	07/01/05	EACH LOSS 10,000,000
					TOTAL ALL LOSSES 12,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CITY OF MUSKEGO, COUNTY OF WAUKESHA, CITY OF FRANKLIN, TOWN OF NORWAY, COUNTY OF RACINE, LANDFILL SITING COMMITTEE, STANDING COMMITTEE AND ALL THEIR REPRESENTATIVES, COUNSEL AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WORKERS COMPENSATION POLICY) AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR THE LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MUSKEGO
EPI STANDING COMMITTEE
MUSKEGO, WI 53150

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Barry N. Smith



MM1(3/02)

VALID AS OF: 01/01/03

ADDITIONAL INFORMATION

HOU-000197985-01

DATE (MM/DD/YY)

01/01/03

PRODUCER

Marsh USA, Inc.
Wells Fargo Plaza
1000 Louisiana, Suite 4000
Houston, TX 77002

10056 -EMRLD-WPOLL-02-05 EPARK

INSURED

ONYX EMERALD PARK LANDFILL LLC
W124 S 10629 S. 124TH STREET
MUSKEGO, WI 53150

COMPANIES AFFORDING COVERAGE

COMPANY

E AMERICAN GUARANTEE AND LIABILITY INSURANCE CO.

COMPANY

F BIRMINGHAM FIRE INS CO OF PA

COMPANY

G UNITED STATES FIDELITY AND GUARANTY COMPANY

COMPANY

H DISCOVER PROPERTY & CASUALTY INS. CO.

TEXT

CERTIFICATE HOLDER

CITY OF MUSKEGO
EPI STANDING COMMITTEE
MUSKEGO, WI 53150

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000148860-01

PRODUCER
Marsh USA Inc.
1000 Louisiana
Suite 4000
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A COMMERCE AND INDUSTRY INS. CO.
- COMPANY
B AMERICAN HOME ASSURANCE COMPANY
- COMPANY
C N/A
- COMPANY
D

0056 POLL-00-01 WSMU

INSURED
SUPERIOR SERVICES OF WISCONSIN, INC. DBA
ONYX WASTE SERVICES
1414 S 6350 COLLEGE CT.
JUSKEGO, WI 53150

COVERAGES This certificate supersedes and replaces any previously issued certificate.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL 417 7311	03/30/98	07/01/01	GENERAL AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	CA 766 6100	07/01/00	07/01/01	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
B	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 455 0654 (O/S)	07/01/00	07/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		WC 455 0656 (WI,WV)	07/01/00	07/01/01	EL EACH ACCIDENT	\$ 1,000,000
		WC 455 1517 (CA)	07/01/00	07/01/01	EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
B	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WORKERS COMPENSATION POLICY) AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR THE LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF MUSKEGO
ATTN :MAYOR DAVID L. DEANGELIS
PO BOX 903
MUSKEGO, WI 53150-0749

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
BY: Barry N. Smith



MM1(9/99)

VALID AS OF: 06/27/00

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
06/29/99

PRODUCER
MARSH, INC.
1000 LOUISIANA
SUITE 4000
DALLAS, TX 77002

received
7-2-99

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

10056 -99/99-EPK01-

INSURED
Superior Services, Inc.
Superior Emerald Park Landfill, Inc
W124 S10629 South 124th Avenue
Muskego, WI 53150

COMPANIES AFFORDING COVERAGE

- COMPANY
A COMMERCE AND INDUSTRY INS. CO.
- COMPANY
B AMERICAN HOME ASSURANCE COMPANY
- COMPANY
C AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.
- COMPANY
D INS. CO. OF THE STATE OF PA

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 417 7311	03/30/98	07/01/01	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	CA 766 6100	07/01/99	07/01/00	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	BE 606 1633	03/30/98	07/01/01	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 15,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 455 0656 (WI)	07/01/99	07/01/00	<input checked="" type="checkbox"/> STATUTORY LIMITS \$
B		WC 455 0654 (O/S)	07/01/99	07/01/00	EACH ACCIDENT \$ 1,000,000
D		THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 455 0655 (FL)	07/01/99	07/01/00
					DISEASE - EACH EMPLOYEE \$ 1,000,000
C	OTHER	PLS 267 9568	07/01/99	07/01/02	\$10,000,000 EACH LOSS \$12,500,000 TOTAL ALL LOSSES
	POLLUTION LEGAL LIAB.				
	CLAIMS MADE FORM				
	SUDDEN & GRADUAL				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF MUSKEGO, COUNTY OF WAUKESHA, LANDFILL SITING COMMITTEE, STANDING COMMITTEE AND ALL OF THEIR REPRESENTATIVES, COUNSEL AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WC POLICY) AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF MUSKEGO
STANDING COMMITTEE
MUSKEGO, WI 53150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Barry N. Smith

Barry N. Smith

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
03/25/99

PRODUCER

MARSH, INC.
1000 LOUISIANA
SUITE 4000
HOUSTON, TX 77002

10056-99/99 EPK01

received
3-29-99

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	COMMERCE AND INDUSTRY INS. CO.
COMPANY B	NATIONAL UNION FIRE INS. CO.
COMPANY C	
COMPANY D	

INSURED

Superior Services, Inc.
Superior Emerald Park Landfill, Inc
W124 S10629 South 124th Avenue
Muskego, WI 53150

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GL 417 7311	3/30/98	7/01/01	GENERAL AGGREGATE \$ 1,000,000
	PRODUCTS - COMP/OP AGG \$ 1,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 1,000,000				
	MED EXP (Any one person) \$ 5,000				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 766 6100	3/30/98	7/01/99	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 606 1633	3/30/98	7/01/01	EACH OCCURRENCE \$ 15,000,000
	AGGREGATE \$ 15,000,000				
	\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 347 3421	3/30/99	7/01/99	<input checked="" type="checkbox"/> STATUTORY LIMITS
	EACH ACCIDENT \$ 1,000,000				
	DISEASE - POLICY LIMIT \$ 1,000,000				
	DISEASE - EACH EMPLOYEE \$ 1,000,000				
A	OTHER POLLUTION LEGAL LIAB. CLAIMS MADE FORM SUDDEN & GRADUAL	PLL 818 3834	5/19/96	07/01/99	\$10,000,000 EACH LOSS \$12,500,000 TOTAL ALL LOSSES

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF MUSKEGO, COUNTY OF WAUKESHA, LANDFILL SITING COMMITTEE, STANDING COMMITTEE AND ALL OF THEIR REPRESENTATIVES, COUNSEL AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED(EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WC POLICY) AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF MUSKEGO
EPI STANDING COMMITTEE
MUSKEGO, WI 53150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

[Handwritten Signature]

MARSH & MCLENNAN, INC. CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: # 22210

PRODUCER
J&H Marsh & McLennan TX, Inc.
 Suite 4000
 4000 Louisiana
 Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

INSURED
Superior Services, Inc.;
Superior Emerald Park
Landfill, Inc.
 W124 S10629 South 124th Street
 Muskego, WI 53150

COMPANY LETTER A COMMERCE AND INDUSTRY INS CO
COMPANY LETTER B NATIONAL UNION FIRE INS. CO.
COMPANY LETTER C
COMPANY LETTER D

COVERAGES
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S CONTRACTOR'S PROT.	GL 417 7311	3/30/98	7/01/99	GENERAL AGGREGATE \$ 1000000 PRODUCTS-COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED. EXPENSE (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 766 6100	3/30/98	7/01/99	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 606 1633	3/30/98	7/01/99	EACH OCCURRENCE \$ 1500000 AGGREGATE \$ 1500000
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 146 7191	3/30/98	3/30/99	STATUTORY LIMITS <input checked="" type="checkbox"/> EACH ACCIDENT \$ 1000000 DISEASE - POLICY LIMIT \$ 1000000 DISEASE - EACH EMPLOYEE \$ 1000000
A	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	PLL 818 3834 All Losses - Claims Made Policy	5/19/96	3/30/99	\$10,000,000 Ea. Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 (SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER
 City of Muskego
 EPI Standing Committee
 Muskego, WI 53150

CANCELLATION
 SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED
 BY: *[Signature]*
 DATE 1 (A/85) 3/24/98

MARSH & MCLENNAN, INC. CERTIFICATE OF INSURANCE TAGL CERTIFICATE NUMBER: # 22210

PRODUCER
J&H Marsh & McLennan TX, Inc.
 Suite 4000
 100 Louisiana
 Houston, TX 77002

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COMPANIES AFFORDING COVERAGE	
COMPANY LETTER	A COMMERCE AND INDUSTRY INS CO
COMPANY LETTER	B NATIONAL UNION FIRE INS. CO.
COMPANY LETTER	C
COMPANY LETTER	D

INSURED
Superior Services, Inc.;
Superior Emerald Park
Landfill, Inc.
 W124 S10629 South 124th Street
 Muskego, WI 53150

COVERAGES
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NO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S CONTRACTOR'S PROT.	GL 417 7311	3/30/98	7/01/99	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED. EXPENSE (Any one person) \$ 5,000
2	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 766 6100	3/30/98	7/01/99	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
3	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
4	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 606 1633	3/30/98	7/01/99	EACH OCCURRENCE \$ 1,500,000 AGGREGATE \$ 1,500,000
5	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 146 7191	3/30/98	3/30/99	STATUTORY LIMITS <input checked="" type="checkbox"/> EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
6	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	PLL 818 3834 All Losses - Claims Made Policy	5/19/96	3/30/99	\$10,000,000 Ea. Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
 For Information Only

CANCELLATION
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MARSH & MCLENNAN, INCORPORATED
 BY: *[Signature]*
 DATE: 3/24/98

PRODUCER

Marsh & McLennan, Incorporated
 Suite 4000
 1000 Louisiana
 Houston, TX 77002

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER A COMMERCE AND INDUSTRY INS CO

COMPANY LETTER B NATIONAL UNION FIRE INS. CO.

COMPANY LETTER C AMER. INT'L SPECIALTY LINES IC

COMPANY LETTER D

INSURED

Superior Services, Inc.;
 Superior Emerald Park
 Landfill, Inc.
 W124 S10629 South 124th Street
 Muskego, WI 53150

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. OWNER'S CONTRACTOR'S PROT.	GLCM 3407703	3/30/96	3/30/98	GENERAL AGGREGATE \$ 1000000 PRODUCTS-COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED. EXPENSE (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 526 79 92	3/30/96	3/30/97	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
C	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 8184607	3/30/96	3/30/98	EACH OCCURRENCE \$ AGGREGATE \$ 1500000
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 406 42 98	3/30/96	3/30/97	STATUTORY LIMITS <input checked="" type="checkbox"/> EACH ACCIDENT \$ 1000000 DISEASE - POLICY LIMIT \$ 1000000 DISEASE - EACH EMPLOYEE \$ 1000000
C	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	818 3834 All Losses - Claims Made Policy	5/19/96	3/30/99	\$10,000,000 Ea. Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER

City of Muskego
 EPI Standing Committee
 Muskego, WI

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED
 BY:

MM 1 (8/95)

VALID AS OF: 6/10/96

PRODUCER

Marsh & McLennan, Incorporated
 Suite 4000
 1000 Louisiana
 Houston, TX 77002

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **COMMERCE AND INDUSTRY INS CO**

COMPANY LETTER **B** **NATIONAL UNION FIRE INS. CO.**

COMPANY LETTER **C** **AMER. INT'L SPECIALTY LINES IC**

COMPANY LETTER **D**

INSURED

Superior Services, Inc.;
Superior Emerald Park
Landfill, Inc.
 W124 S10629 South 124th Street
 Muskego, WI 53150

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLCM 3407703	3/30/96	3/30/98	GENERAL AGGREGATE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. OWNER'S CONTRACTOR'S PROT.				PRODUCTS-COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED. EXPENSE (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY	CA 526 79 92	3/30/96	3/30/97	COMBINED SINGLE LIMIT \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY
C	EXCESS LIABILITY	BE 8184607	3/30/96	3/30/98	EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ 15000000
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 406 42 98	3/30/96	3/30/97	STATUTORY LIMITS <input checked="" type="checkbox"/>
					EACH ACCIDENT \$ 1000000
C	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	818 3834 All Losses - Claims Made Policy	5/19/96	3/30/99	DISEASE - POLICY LIMIT \$ 1000000
					DISEASE - EACH EMPLOYEE \$ 1000000
\$10,000,000 Ea. Loss					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER

City of Muskego
EPI Standing Committee
Muskego, WI

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED BY:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE #14287

(CONTINUED)

LKF

INSURED : Superior Services, Inc.;

HOLDER : City of Muskego
EPI Standing Committee
Muskego, WI

City of Muskego, County of Waukesha, Landfill Siting Committee, Standing Committee and all of their representatives, counsel and agents are included as additional insureds(except WC) as required by written contract, but limited to the operations of the Named Insured.

MARSH & MCLENNAN, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER:

LKP

13491

PRODUCER

Marsh & McLennan, Incorporated
Suite 4000
1000 Louisiana
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** COMMERCE AND INDUSTRY INS CO

COMPANY LETTER **B** NATIONAL UNION FIRE INS. CO.

COMPANY LETTER **C** AMER. INT'L SPECIALTY LINES IC

COMPANY LETTER **D**

INSURED

Superior Services, Inc.;
Superior Emerald Park
Landfill, Inc.
W124 S10629 South 124th Street
Muskego, WI 53150

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLCM 3407703	3/30/96	3/30/98	GENERAL AGGREGATE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1000000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 1000000
B	AUTOMOBILE LIABILITY	CA 526 79 92	3/30/96	3/30/97	MED. EXPENSE (Any one person) \$ 5000
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1000000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$ 15000000
C	EXCESS LIABILITY	BE 8184607	3/30/96	3/30/98	AGGREGATE \$ 15000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				
	OTHER THAN UMBRELLA FORM				
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 406 42 98	3/30/96	3/30/97	STATUTORY LIMITS <input checked="" type="checkbox"/>
C					EACH ACCIDENT \$ 1000000
					DISEASE - POLICY LIMIT \$ 1000000
					DISEASE - EACH EMPLOYEE \$ 1000000
	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	PLL 773 4586 All Losses - Claims Made Policy	5/19/95	5/19/96	\$10,000,000 Ea. Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER

City of Muskego
EPI Standing Committee
Muskego, WI

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUANCE OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED
BY:

MM 1 (8/95)

VALID AS OF: 4/02/96

Rec'd. 4-8-96

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE #13491

(CONTINUED)

LKF

INSURED : Superior Services, Inc.;

HOLDER : City of Muskego
EPI Standing Committee
Muskego, WI

City of Muskego, County of Waukesha, Landfill Siting Committee, Standing Committee and all of their representatives, counsel and agents are included as additional insureds(except WC) as required by written contract, but limited to the operations of the Named Insured.

MARSH & McLENNAN, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER:
13491

PRODUCER
Marsh & McLennan, Incorporated
Suite 4000
1000 Louisiana
Houston, TX 77002

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	COMMERCE AND INDUSTRY INS CO
COMPANY LETTER	B	NATIONAL UNION FIRE INS. CO.
COMPANY LETTER	C	AMER. INT'L SPECIALTY LINES IC
COMPANY LETTER	D	

INSURED
Superior Services, Inc.;
Superior Emerald Park
Landfill, Inc.
W124 S10629 South 124th Street
Muskego, WI 53150

COVERAGES
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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. OWNER'S CONTRACTOR'S PROT.	GLCM 3407703	3/30/96	3/30/98	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$ 1000000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 1000000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1000000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$ 1000000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 1000000</td></tr> <tr><td>MED. EXPENSE (Any one person)</td><td>\$ 5000</td></tr> </table>	GENERAL AGGREGATE	\$ 1000000	PRODUCTS-COMP/OP AGG	\$ 1000000	PERSONAL & ADV INJURY	\$ 1000000	EACH OCCURRENCE	\$ 1000000	FIRE DAMAGE (Any one fire)	\$ 1000000	MED. EXPENSE (Any one person)	\$ 5000
GENERAL AGGREGATE	\$ 1000000																
PRODUCTS-COMP/OP AGG	\$ 1000000																
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 526 79 92	3/30/96	3/30/97	<table border="1"> <tr><td>COMBINED SINGLE LIMIT</td><td>\$ 1000000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$ 1000000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
COMBINED SINGLE LIMIT	\$ 1000000																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY		EACH ACCIDENT	\$	AGGREGATE	\$				
AUTO ONLY - EA ACCIDENT	\$																
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C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	BE 8184607	3/30/96	3/30/98	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 15000000</td></tr> <tr><td>AGGREGATE</td><td>\$ 15000000</td></tr> </table>	EACH OCCURRENCE	\$ 15000000	AGGREGATE	\$ 15000000								
EACH OCCURRENCE	\$ 15000000																
AGGREGATE	\$ 15000000																
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	WC 406 42 98	3/30/96	3/30/97	<table border="1"> <tr><td>STATUTORY LIMITS <input checked="" type="checkbox"/></td><td></td></tr> <tr><td>EACH ACCIDENT</td><td>\$ 1000000</td></tr> <tr><td>DISEASE - POLICY LIMIT</td><td>\$ 1000000</td></tr> <tr><td>DISEASE - EACH EMPLOYEE</td><td>\$ 1000000</td></tr> </table>	STATUTORY LIMITS <input checked="" type="checkbox"/>		EACH ACCIDENT	\$ 1000000	DISEASE - POLICY LIMIT	\$ 1000000	DISEASE - EACH EMPLOYEE	\$ 1000000				
STATUTORY LIMITS <input checked="" type="checkbox"/>																	
EACH ACCIDENT	\$ 1000000																
DISEASE - POLICY LIMIT	\$ 1000000																
DISEASE - EACH EMPLOYEE	\$ 1000000																
C	OTHER POLL. LEGAL LIAB. \$12,500,000 Total	PLL 773 4586 All Losses - Claims Made Policy	5/19/95	5/19/96	\$10,000,000 Ea. Loss												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH & McLENNAN, INCORPORATED
BY:

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/CC/YY) **5/30/95**

INSURED:
 Mars & McLennan, Incorporated
 Suite 4000
 1000 Louisiana
 Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** AMER. INT'L SPECIALTY LINES IC
- COMPANY LETTER **B** NATIONAL UNION FIRE INS. CO.
- COMPANY LETTER **C** ILLINOIS NATIONAL INS CO
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED:
 Superior Services, Inc.;
 Emerald Park, Inc.
 10150 W. National Avenue
 Suite 350
 West Allis, WI 53227

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT.	GLCK 3406600	3/30/95	3/30/96	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADM. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED. EXPENSE (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> CHECKED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	CA 526 71 71	3/30/95	3/30/96	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	SPECIAL LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 8180357	3/30/95	3/30/96	EACH OCCURRENCE \$ 1,500,000 AGGREGATE \$ 1,500,000
B C	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	WC 406 33 26 WC 406 33 25 (IL)	3/30/95 3/30/95	3/30/96 3/30/96	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DAMAGE-POLICY LIMIT \$ 1,000,000 DAMAGE-EACH EMPLOYEE \$ 1,000,000
A	OTHER POLL. LEGAL LIAB. PLL 773 4586 \$12,500,000 Total All Losses - Claims Made Policy		5/19/95	5/19/96	\$10,000,000 Ea. Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

For Information Only

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

PRODUCER

Marsh & McLennan, Incorporated
Suite 4000
100 Louisiana
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

1/2

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** COMMERCE AND INDUSTRY INS CO

COMPANY LETTER **B** NATIONAL UNION FIRE INS. CO.

COMPANY LETTER **C** AMER. INT'L SPECIALTY LINES IC

COMPANY LETTER **D** ILLINOIS NATIONAL INS CO

COMPANY LETTER **E**

INSURED

Superior Services, Inc.;
Emerald Park, Inc.
10150 W. National Avenue
Suite 350
West Allis, WI 53227

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLCM 3403969	3/30/94	3/30/95	GENERAL AGGREGATE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 1000000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ 1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1000000
					FIRE DAMAGE (Any one fire)	\$ 1000000
					MED. EXPENSE (Any one person)	\$ 5000
B	AUTOMOBILE LIABILITY	CA 526 70 09	3/30/94	3/30/95	COMBINED SINGLE LIMIT	\$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
C	EXCESS LIABILITY	BE 7732838	3/30/94	3/30/95	EACH OCCURRENCE	\$ 15000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 15000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 406 16 97 WC4061711 (IL)	3/30/94 3/30/94	3/30/95 3/30/95	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 1000000
					DISEASE-POLICY LIMIT	\$ 1000000
					DISEASE-EACH EMPLOYEE	\$ 1000000
C	OTHER Pollution Liab. \$12,500,000 Total All Losses - Claims Made Policy	PLL 773 4563	5/19/94	5/19/95	\$10,000,000 Ea. Loss	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER

City of Muskego
EPI Standing Committee
Muskego, WI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THE HOME TEAM ADVANTAGE

THE MAYOR'S OFFICE

September 6, 1994

R SEP 7 1994 D
RECEIVE

cc: Cover Letter
City Clerk
Aldermen
S. Dunahoe
Orig: Vault -
Emerald Park
97-94
Jh

Mr. Skip Bartes - Chairman
EPI Standing Committee
S98 W12878 Loomis Road
Muskego, WI 53150

RE: Emerald Park Landfill

Dear Skip:

Enclosed is the long awaited insurance policy for the environmental impairment liability insurance coverage required for the Emerald Park Landfill. Also enclosed is related correspondence, a certificate of insurance and endorsements. I am also sending a copy to Matt Quinn.

Please contact me if you have any comments or questions.

Sincerely,

B. Todd Watermolen, P.E.
Director of Engineering

BTW:etd

Enclosures

cc: (with enclosures)

- Ed Dumke
- Jacqueline Schweitzer
- ✓ Mayor Dave DeAngelis
- John Toshner
- Matt Quinn - Attorney
- Don Henrichs

f:\users\admin\docs\wp\watermln\epi.ins

Barry N. Smith
Vice President

Marsh & McLennan, Incorporated
1000 Louisiana
Suite 4000
Houston, Texas 77002-5008
Telephone 713 654 0508
Fax Line 713 654 0443

August 2, 1994

MARSH &
MCLENNAN

Mr. Todd Watermolen
Superior Services Inc.
10150 West National Avenue, Suite 350
West Allis, Wisconsin 53227

Re: Pollution Legal Liability
Emerald Park Landfill
Policy No. PLL 7734563

Dear Todd:

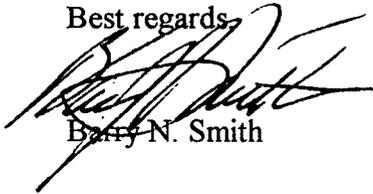
As agreed, enclosed is the original and one copy of the referenced policy. Underwriters agreed to carve out the Emerald Park location onto a separate policy so that you can provide a copy to the Standing Committee. This action results in no additional charge and is essentially an extension of the existing EPP cover.

However, since this is now a separate policy, should a loss occur, you need to file under the correct policy number. In the event of a loss, complete the Notice of Loss form and send it to Steven Lessick in Jersey City, New Jersey and a copy to Commerce & Industry Insurance Company in New York, New York.

Look over the policy carefully and let us know if you have questions. This should take care of the EPL situation; however, should they wish to discuss any part of the policy directly with me, do not hesitate to provide my telephone number.

Thanks.

Best regards,


Barry N. Smith

:bns

Enclosure

Barry N. Smith
Vice President

Marsh & McLennan, Incorporated
1000 Louisiana
Suite 4000
Houston, Texas 77002-5008
Telephone 713 654 0508
Fax Line 713 654 0443

August 24, 1994

MARSH &
MCLENNAN

Mr. Todd Watermolen
Superior Services Inc.
10150 West National Avenue
Suite 350
West Allis, Wisconsin 53227

Re: Pollution Legal Liability
Emerald Park Landfill
Policy No. PLL 7734563

Dear Todd:

As agreed, enclosed is the original and one copy of the referenced policy. This policy was issued specifically for Emerald Park for your use in providing a copy to the EPI Standing Committee.

Because this policy is effectively an extension of your master policy, it was necessary to endorse it to properly conform to that master cover. The resulting endorsement is No. 12 - "Anti-Stacking Endorsement." Since this might be confusing to those who are reviewing the policy for the Committee, an explanation is warranted.

Superior Services currently provides this pollution liability insurance protection for several sites, including Emerald Park. All those sites, except Emerald Park, have aggregate limits of \$10,000,000. Emerald Park has an aggregate limit of \$12,500,000. Endorsement 12 simply confirms that the annual aggregate for both policies does not exceed \$12,500,000. This means that \$2,500,000 is reserved just for Emerald Park regardless of losses at other sites. Even if the \$10,000,000 limit on the other sites was exhausted, \$2,500,000 remains for Emerald Park.

Also enclosed is an updated certificate of insurance for your records showing the special policy number for Emerald Park and that the EPI Standing Committee is added as an additional insured.

Marsh & McLennan
Houston, Texas

Should the Committee have additional questions which I can answer, do not hesitate to refer them to me. Thanks and call if we can help further.

Best regards,



Barry N. Smith

:bns

Enclosure

cc.: Don Baughman, MMI, Houston

2/2

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE #8872

(CONTINUED)

LKF

INSURED : Superior Services, Inc.;

HOLDER : City of Muskego
EPI Standing Committee
Muskego, WI

City of Muskego, County of Waukesha, Landfill Siting Committee, Standing Committee and all of their representatives, counsel and agents are included as additional insureds as required by written contract, but limited to the operations of the Named Insured.

Todd's Copy



THE HOME TEAM ADVANTAGE

July 12, 1994

Mr. Matthew Quinn
Associate
Hand & Quinn, S.C.
Attorneys At Law
932 Lake Avenue
Racine, WI 53403

RE: Emerald Park Landfill Insurance Policy

Dear Mr. Quinn:

Attached is correspondence from our insurance carrier. I think this correspondence summarizes the current status. I will send you a copy of the policy as soon as it becomes available. Please contact me with comments or questions.

Sincerely,

Todd Watermolen^{mel}

B. Todd Watermolen
Vice President
Emerald Park, Inc.

BTW:etd

Enclosure

cc: Mr. Skip Bartes (with attachments)
Mayor David L. De Angelis

F:\users\admin\docs\wp\waterm\l\quinn.ltr

Barry N. Smith
Vice President

Marsh & McLennan, Incorporated
1000 Louisiana
Suite 4000
Houston, Texas 77002-5008
Telephone 713 654 0508
Fax Line 713 654 0443

MARSH &
MCLENNAN

June 28, 1994

Mr. Todd Watermolen
Director of Engineering
Superior Services Inc.
10150 West National Avenue
Suite 350
West Allis, Wisconsin 53227

Re: Pollution Legal Liability Policy
Emerald Park Landfill

Dear Todd:

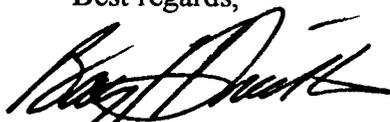
In response to your letter of June 17, 1994, I apologize for the delay in getting the policy copy to you for the EPI Standing Committee's review. For reasons not fully understandable, underwriters have not yet issued the formal policy document that could be transmitted to your "committee." We are again following up and will keep you informed.

Please assure those parties who have an interest that the coverage is as certified and mirrors the prior policy terms and conditions from the previous year. Total limits are \$10,000,000 each loss and \$12,500,000 total for all losses, with \$2,500,000 reserved for the Emerald Park Landfill site. As you know the policy provides coverage on a claims-made and reported basis for those pollution losses you or the additional insureds may become legally liable for as a result of Pollution Conditions emanating from the insured site, subject to the policy exclusions which are standard for this type of cover. There are endorsements which clarify or expand the coverage intent.

Marsh & McLennan, Incorporated

Just as soon as we have the documents available for release, we will expedite them to you. If you or the additional insureds need further information in the interim, feel free to contact me. Thanks.

Best regards,



Barry N. Smith

.bns

cc.: Don Baughman, MMI, Houston

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
(A Stock Company)
c/o American International Surplus Lines Agency, Inc.
Harborside Financial Center
401 Plaza 3
Jersey City, NJ 07311

NAMED SUPERIOR SERVICES, INC.
INSURED 10150 W. NATIONAL AVENUE #350
AND WEST ALLIS, WISCONSIN 53227
POST OFFICE

POLLUTION LEGAL LIABILITY

DECLARATIONS

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY - PLEASE READ CAREFULLY. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

POLICY NUMBER: PLL 773 4563

Item 1: NAMED INSURED SUPERIOR SERVICES, INC.
ADDRESS 10150 W. NATIONAL AVENUE #350
WEST ALLIS, WISCONSIN 53227

Item 2: POLICY PERIOD

FROM MAY 19, 1994 TO MAY 19, 1995
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

Item 3: LIMIT OF LIABILITY, up to \$10,000,000 each LOSS
\$12,500,000 Total for all LOSSES

Item 4: DEDUCTIBLE \$100,000 each LOSS

Item 5: COVERED LOCATION(S) EMERALD PARK LANDFILL
LICENSED 36 ACRES
MUSKEGO, WISCONSIN 53150

Item 6: POLICY PREMIUM \$20,000
SURPLUS LINES TAX \$600

Item 7: EXTENDED DISCOVERY CLAUSE DATE NOVEMBER 4, 1993

Broker: MARSH & MCLENNAN, INC.
1000 LOUISIANA, SUITE 4000
HOUSTON, TEXAS 77002



AUTHORIZED REPRESENTATIVE

8/1/94

PLLAIDC.DOC

SOUTHERN RISK SPECIALISTS
1999 BRYAN ST., SUITE 1820
DALLAS, TEXAS 75201

ENDORSEMENT NO. 1

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

RADIOACTIVE MATTER EXCLUSION

This policy does not apply to:

**Loss arising from the actual, alleged or threatened exposure of person(s) or
property to any radioactive matter except where specifically endorsed onto the
policy.**



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

NON-OWNED DISPOSAL SITE EXCLUSION

It is hereby understood and agreed that this insurance does not apply to LOSS arising from the disposal of acids, alkalis, toxic chemicals, liquids or gasses, waste material or other pollutants into specific disposal sites unless such specific disposal site is entered in Item 5 of the Declarations.

A handwritten signature in black ink, appearing to be "C. J. R.", is written over a horizontal line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 3

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

UNDERGROUND TANK ENDORSEMENT

It is hereby understood and agreed that this insurance does not apply to LOSS arising from pollution conditions emanating from any underground storage tank and associated piping until satisfactory integrity test results (AIG approved method) are received, accepted and on file with the underwriter. Coverage will only be provided for those tanks specifically approved and scheduled into the policy by endorsement.

An underground storage tank is any tank, including associated underground piping connected to the tank, that has at least ten (10) percent of its volume below ground.

A handwritten signature in black ink, appearing to be 'C. J. R.', is written above a horizontal line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 4

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY.**

**LIMITS OF LIABILITY
(RELATED CLAIMS)**

The total liability of the Company for:

Claims arising out of the same, interrelated, associated, repeated or continuous acts or omissions; and

Claims arising out of the same, interrelated, associated, repeated or continuous exposure to substantially the same general conditions;

shall be considered a single loss subject to the applicable limits of liability and shall be deemed first reported to the Company during the policy period in which the initial claim was first reported to the Company.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 5

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

EXTENDED DISCOVERY PERIOD

It is hereby understood and agreed that Section V. EXTENDED DISCOVERY PERIOD is deleted in its entirety and the following substituted therefore:

The NAMED INSURED shall be entitled to purchase an Extended Discovery Period upon termination of coverage as defined herein except in the event of nonpayment of premium.

- a. The Company shall issue an Extended Discovery Period of 12 months for all covered locations or any specific location listed in Item 5 of the Declarations if the NAMED INSURED:
 - 1) makes a written request for it which the Company receives within 30 days after termination of coverage as defined herein;
 - 2) properly pays the additional premium when due. If that additional premium is paid when due, the Extended Discovery Period may not be cancelled, provided that all other terms and conditions of the policy are met.
- b. A claim first made and reported within the Extended Discovery Period will be deemed to have been made on the last day of the policy period, provided that the claim arises from a pollution condition that commenced before the end of the policy period.
- c. Termination of coverage means:
 - 1) Cancellation or nonrenewal of this policy by the NAMED INSURED or by the Company; or
 - 2) Deletion of a covered location from this policy by the Company.
- d. The Extended Discovery Period is available to the NAMED INSURED for not more than 100% of the policy premium.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 6

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

INDEPENDENT COUNSEL

In the event the Named Insured is entitled by law to select independent counsel to defend the Named Insured at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar claims or "suits" in the community where the claim arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending claims or "suits" similar to the one pending against the Named Insured and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the Insured agrees that counsel will timely respond to the Company's request for information regarding the claim or "suit."

Furthermore, the Insured may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 7

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

In consideration of the premium paid, it is hereby understood and agreed that the following entity(ies) are included as Named Insured(s), but solely as respects liability arising out of the ownership, operation, maintenance or use of the locations covered under this policy.

NAMED INSUREDS

**ENVIRONMENTAL SERVICES HAZARDOUS WASTE GROUP, INC.
EMERALD PARK, INC.**

A handwritten signature in black ink, appearing to be 'C. J. R.', written over a horizontal line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 8

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

In consideration of the premium paid, it is hereby understood and agreed that the following entity(ies) are included as Additional Insured(s), but solely as respects liability arising out of the Named Insured's ownership, operation, maintenance or use of the locations covered under this policy.

ADDITIONAL INSUREDS

**E & K HAZARDOUS WASTE SERVICES
ALLIANCE TRANSPORTATION**



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 9

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

RETROACTIVE DATE

It is understood and agreed that this insurance does not apply to LOSS (including defense costs) arising from Pollution Conditions existing or which commenced prior to the retroactive date of NOVEMBER 4, 1993.

A handwritten signature in black ink, appearing to be 'C. J. P.', written over a horizontal line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 10

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

In consideration of the premium paid, the provision entitled "I. INSURING AGREEMENT" is hereby deleted in its entirety and replaced by the following provision:

I. INSURING AGREEMENT

To pay on behalf of the INSURED against LOSS the INSURED has or will become legally obligated to pay as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.

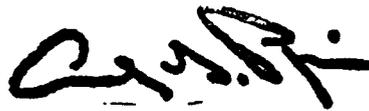


AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 11

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY**

In consideration of the premium paid, it is hereby agreed that, notwithstanding Section IV of the policy, Exclusions, Paragraph 7, the LOSS covered by this policy shall include LOSS due to Bodily Injury taking place at or within the location(s) designated in Item 5 of the Declarations, but only if the Bodily Injury is to parties other than employees of the INSURED and only if the POLLUTION CONDITIONS resulting in the LOSS commence on or after November 4, 1993. All other terms and conditions of the policy shall continue to apply.

A handwritten signature in black ink, appearing to be "C. J. R.", is written above a horizontal line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 12

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that regardless of the number of Insureds under this Policy PLL 7734563 and Policy 7734057, the combined total limit of liability of the Company under this Policy PLL 7734563 and under COVERAGE A. POLLUTION LEGAL LIABILITY INSURANCE of Policy 7734057, shall be \$10,000,000 each Loss and \$12,500,000 Total for all Losses, and the combined total limit of liability shall not operate to increase the limit of liability as shown in the Declarations of each of the Policies.

This endorsement does not apply to the limits of liability applicable to COVERAGE B. CLOSURE AND LONG-TERM CARE INSURANCE of Policy 7734057.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 13

**THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 05/19/94 FORMS A PART OF
POLICY NO. 7734563 ISSUED TO: SUPERIOR SERVICES, INC.
BY AMERICAN INTERNATIONAL SPECIALITY LINES INSURANCE COMPANY**

In consideration of the premium paid, it is hereby understood and agreed that the following entity(ies) are included as Additional Insured (s), but solely as respects liability arising out of the Named Insured's ownership, operation, maintenance or use of the locations covered under this policy.

ADDITIONAL INSURED

City of Muskego
County of Waukesha
Landfill Siting Committee
EPI Standing Committee

and all of their representatives, counsel and agents.

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
(A Capital Stock Insurance Company, herein called the Company)
c/o American International Surplus Lines Agency, Inc.
Harborside Financial Center
401 Plaza 3
Jersey City, NJ 07311

POLLUTION LEGAL LIABILITY INSURANCE

THIS IS A CLAIMS-MADE AND REPORTED POLICY, PLEASE READ CAREFULLY

In consideration of the payment of the premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED against LOSS the INSURED has or will become legally obligated to pay as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD, if applicable, for POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner, or employee thereof while acting within the scope of his/her duties as such.
- B. LOSS means:
1. monetary awards or settlements of compensatory damages arising from:
 - a. BODILY INJURY as defined herein, or
 - b. PROPERTY DAMAGE as defined herein; and
 2. costs, charges and expenses incurred in the investigation, adjustment or defense of CLAIMS for such compensatory damages.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom, caused by POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.
- D. PROPERTY DAMAGE means:
1. Physical injury to or destruction of tangible property including the resulting loss of use thereof,
 2. Cleanup costs,
 3. Loss of use of tangible property that has not been physically injured or destroyed

provided that such physical injury or destruction, cleanup costs and/or loss of use are caused by POLLUTION CONDITIONS emanating from locations designated in Item 5 of the Declarations.

- E. **POLICY PERIOD** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. **POLLUTION CONDITIONS** means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **BODILY INJURY** or **PROPERTY DAMAGE**.
- G. **NAMED INSURED** means the person or entity designated as such in Item 1 of the Declarations.
- H. **AUTOMOBILE** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.
- I. **CLAIM** means the assertion of a legal right alleging liability or responsibility on the part of the **NAMED INSURED**, arising out of **POLLUTION CONDITIONS**, and shall include but not necessarily be limited to law suits or petitions filed against the **NAMED INSURED**.

III. TERRITORY

This policy only applies to **CLAIMS** arising from **POLLUTION CONDITIONS** in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This insurance does not apply to LOSS:

- 1. arising from **POLLUTION CONDITIONS** existing prior to the inception of this policy, if any officer, director, partner or other employee of the **NAMED INSURED** responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such **POLLUTION CONDITIONS** could have been expected to give rise to a **CLAIM**;
- 2. from **CLAIMS** seeking non-pecuniary relief;
- 3. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever;
- 4. arising under any worker's compensation, unemployment compensation or disability benefits law or similar law;
- 5. arising from injury to any employee of the **INSURED** if such injury occurs during and in the course of said employment;
- 6. arising as a result of liability of others assumed by the **INSURED** under any contract or agreement;
- 7. arising as a result of **PROPERTY DAMAGE** or **BODILY INJURY** to or at the location(s) designated in Item 5 of the Declarations, even if such **PROPERTY DAMAGE** or **BODILY INJURY** is incurred to avoid or mitigate **BODILY INJURY** or **PROPERTY DAMAGE** which may be covered under this policy;

8. arising from clean up costs incurred for the remediation of soil and/or groundwater contamination to or at the location(s) designated in Item 5 of the Declarations, even if such clean up costs are incurred to avoid or mitigate **BODILY INJURY** or **PROPERTY DAMAGE** which may be covered under this policy;
9. arising out of the ownership, maintenance, use, operation, loading or unloading of any **AUTOMOBILE**, aircraft, watercraft or rolling stock;
10. arising from **POLLUTION CONDITIONS** emanating from the location(s) designated in Item 5 of the Declarations, once such location(s) are sold, leased, given away, abandoned or operational control has been relinquished.

11. A. Under any Liability Coverage, to **BODILY INJURY** OR **PROPERTY DAMAGE**:

1. with respect to which an **INSURED** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIAL** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **INSURED** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to **BODILY INJURY** or **PROPERTY DAMAGE** resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIAL**, if:

1. the **NUCLEAR MATERIAL** (a) is at any **NUCLEAR FACILITY** owned by, or operated by or on behalf of, an **INSURED** or (b) has been discharged or dispersed therefrom;
2. the **NUCLEAR MATERIAL** is contained in **SPENT FUEL** or **WASTE** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **INSURED**; or
3. the **BODILY INJURY** or **PROPERTY DAMAGE** arises out of the furnishing by an **INSURED** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **NUCLEAR FACILITY**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **PROPERTY DAMAGE** to such **NUCLEAR FACILITY** and any property thereat.

C. As used in this exclusion:

"**HAZARDOUS PROPERTIES**" include radioactive, toxic or explosive properties;

"**NUCLEAR MATERIAL**" means **SOURCE MATERIAL**, **SPECIAL NUCLEAR MATERIAL** or **BY-PRODUCT MATERIAL**

"**SOURCE MATERIAL**," "**SPECIAL NUCLEAR MATERIAL**," and "**BY-PRODUCT MATERIAL**" have the meanings given them in the Atomic Energy Act of 1954 or in any law, amendatory thereof;

"**SPENT FUEL**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **NUCLEAR REACTOR**;

"WASTE" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any **NUCLEAR FACILITY** included within the definition of **NUCLEAR FACILITY** under paragraph (a) or (b) thereof;

"NUCLEAR FACILITY" means:

(a) any **NUCLEAR REACTOR**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **SPENT FUEL**, or (3) handling, processing or packaging **WASTE**,

(c) any equipment or device used for the processing, fabricating or alloying of **SPECIAL NUCLEAR MATERIAL** if at anytime the total amount of such material in the custody of the **INSURED** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **WASTE**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"PROPERTY DAMAGE" includes all forms of radioactive contamination of property.

12. arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the **INSURED** or by others trading under his name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the **BODILY INJURY** or **PROPERTY DAMAGE** occurs away from premises owned, operated or leased to the **INSURED** or after physical possession of such has been relinquished to others;
13. arising out of operations performed by or on behalf of the **INSURED** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **BODILY INJURY** or **PROPERTY DAMAGE** occurs after such operations have been completed or abandoned and occurs away from premises owned, operated or leased to the **INSURED**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
 - a. When all operations to be performed by or on behalf of the **INSURED** under the contract have been completed;
 - b. When all operations to be performed by or on behalf of the **INSURED** at the site of the operations have been completed; or
 - c. When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
14. due to **PROPERTY DAMAGE** to goods or products manufactured, sold, handled or distributed by the **INSURED** arising out of such goods or products or any part thereof, or due to **PROPERTY DAMAGE** to work performed by on or on behalf of the **INSURED** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

15. arising from POLLUTION CONDITIONS based upon or attributable to the INSURED's intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.
16. arising from POLLUTION CONDITIONS based upon or attributable to acid rain conditions.
17. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.
18. arising from the disposal of acids, alkalis, toxic chemicals, liquids or gases, waste material or other pollutants into specific disposal sites unless such specific disposal site is entered in Item 5 of the Declarations.
19. arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.

V. EXTENDED DISCOVERY PERIOD

The NAMED INSURED shall be entitled to purchase an Extended Discovery Period upon termination of coverage as defined herein except in the event of nonpayment of premium.

- a. The Company shall issue an Extended Discovery Period of 12 months for all covered locations or any specific location listed in Item 5 of the Declarations if the NAMED INSURED:
 - (1) makes a written request for it which the Company receives within 30 days after termination of coverage as defined herein; and
 - (2) properly pays the additional premium when due. If that additional premium is paid when due, the Extended Discovery Period may not be cancelled, provided that all other terms and conditions of the policy are met.
- b. A CLAIM first made and reported within the Extended Discovery Period will be deemed to have been made on the last day of the POLICY PERIOD, provided that the claim arises from a POLLUTION CONDITION that commenced before the end of the POLICY PERIOD.
- c. Termination of coverage means:
 - (1) Cancellation or nonrenewal of this policy by the NAMED INSURED or by the Company; or
 - (2) Deletion of a covered location from this policy by the Company.
- d. The Extended Discovery Period is available to the NAMED INSURED for not more than 100% of the policy premium.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of any LOSS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All LOSS arising out of the same or related POLLUTION CONDITIONS at any one location shall be considered a single LOSS, and the limit of liability shown in Item 3 of the Declarations as applicable to "each loss" shall apply.

Subject to the foregoing, the Company's total liability for all LOSSES from CLAIMS first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all LOSSES."

- a. CLAIMS arising out of the same, interrelated, associated, repeated or continuous acts or omissions; and

- b. CLAIMS arising out of the same, interrelated, associated, repeated or continuous exposure to substantially the same general conditions;

shall be considered a single LOSS subject to the "each LOSS" limit of liability shown in Item 3 of the Declarations, and shall be deemed first reported to the Company during the policy period in which the initial CLAIM was first reported to the Company.

VII. CLAIMS PROVISIONS

- A. Notice hereunder shall be given in writing to:

Steven Lessick
Attorney at Law
P.O. Box 295
Jersey City, N.J. 07303

In the event of a CLAIM, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible.

- B. If a CLAIM is made against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED'S representative.
- C. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. The Company shall have the right but not the duty to designate legal counsel to associate in the investigation and the defense of a CLAIM. The INSURED shall not admit liability or settle any CLAIM without the Company's consent. If the Company recommends a settlement of a CLAIM:
1. for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for any LOSS in excess of the retention;
 2. for a total amount in excess of the balance of the retention and the INSURED refuses such settlement, the Company's liability for LOSS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED'S refusal which exceed the retention and fall within the Limit of Liability.
- D. The Company shall have the right but not the duty to assume the adjustment and defense of any CLAIM. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS falling within the INSURED'S retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. INSPECTION AND AUDIT - The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. CANCELLATION - This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the

cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown in this policy, written notice stating when, not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. REPRESENTATIONS - By acceptance of this policy, the INSURED agrees that the statements in the Declarations and application are accurate and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.

4. ACTION AGAINST COMPANY - No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

5. ASSIGNMENT - Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.

6. SUBROGATION - In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.

7. CHANGES - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

8. SOLE AGENT - The INSURED first named in Item 1 of the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.

9. OTHER INSURANCE- Where other valid and collectible insurance is available to the NAMED INSURED for LOSSES covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:

1. This insurance shall apply as excess insurance over any valid and collectible insurance be it primary or excess.
2. Where this insurance is excess over other valid and collectible insurance, the Company will pay only its share of the amount of LOSS, if any, that exceeds the total amount that all such other insurance will pay for the LOSS in the absence of this insurance.

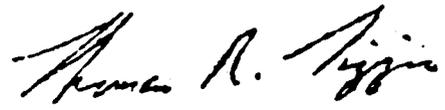
IX. SERVICE OF SUIT

It is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the NAMED INSURED, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, American International Specialty Lines Insurance Company, c/o American International Surplus Lines Agency, Inc., Harborside Financial Center, 401 Plaza 3, Jersey City, NJ 07311, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf on the NAMED INSURED or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF of the Company has caused this policy to be signed by its president and secretary and signed on the declarations page by a duly authorized representative of the Company.


Secretary


President

**POLLUTION LEGAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

NOTICE OF LOSS

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

**Steven Lessick
Attorney at Law
Post Office Box 295
Jersey City, New Jersey 07303**

**Commerce and Industry
Insurance Company
70 Pine Street - 11th FL
New York, New York 10270
Attention: Division Attorney**

Date of Notice: _____

Telephone: () _____

Contact: _____

INSURED: (Name) _____

(Address) _____

BROKER: (Name) _____

(Address) _____

Telephone: () _____

Contact: _____

POLICY INFORMATION:

Policy No. PLL/CPL _____

Effective Date: _____

Limit of Liability: \$ _____ **Each Loss:** ^ _____ **Total all Losses**

Self Insured Retention/Deductible: \$ _____ **Expiration Date:** _____

LOSS INFORMATION: Insured Location: _____

Date and Description of Loss: _____

Date Claim Notice Received: _____

Date of Claim: _____

Company/Person Filing Suit: _____

DEDUCTIBLE REIMBURSEMENT BOND

Know all men by these presents, that we, **Superior Services Inc. (hereinafter called "Principal")**, as Principal and The Insurance Company of the State of Pennsylvania, a corporation organized and existing under the laws of the state of Pa., and authorized to transact business in the State of Wisconsin (hereinafter called "Surety"), as Surety, are held and firmly bound unto the **City of Muskego, County of Waukesha, Landfill Siting Committee, and the Landfill Standing Committee and all their representatives, counsel, and agents (hereinafter called "Obligee")**, as Obligee of the penal sum of **One Hundred Thousand Dollars (\$100,000)**, good and lawful money of the United States of America, for the payment of which will and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 1st day of November, 1994.

Whereas the above bounded Principal has entered into a certain "Pollution Legal Liability Policy", number PLL 7734563, underwritten by American International Specialty Lines Insurance Company, and whereas said policy provides for payment by the Principal of a deductible of \$100,000 in the event of a loss covered by the policy.

Now, therefore, the conditions of this obligation is such, that if the above bounded Principal shall make all payments due to the Insurance Company under the terms and conditions of said policy, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, further, this obligation shall become effective November 1, 1994 and shall remain in full force and effect until terminated as provided herein. The obligation may be canceled by the Surety by registered mail notice at the address indicated stating when not less than 60 days that Surety shall remain liable for default of the Principal for occurrences prior thereto.

Provided that regardless of the period of the time that this Bond is in force and regardless of the number of demands made against this Bond, the Surety's obligation shall be limited in the aggregate to the penal sum of the Bond stated in Paragraph One.

Superior Services Inc.
By: [Signature]

The Insurance Company of the State of Pennsylvania
By: [Signature]
Karen M. Kellner, Attorney-in-Fact

POWER OF ATTORNEY

The Insurance Company of the State Of Pennsylvania

Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

No. 31-B-04386

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---E.J. Holland, Joe H. Bearden, Vicki Heath, Karen M. Kellner, Carol Hamlin, Donald R. Gibson, Sandra Parker: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents



this 8 day of August, 1990

Mark E. Reagan

Mark E. Reagan, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

On this 8 day of AUGUST, 1990, before me came the above named officer of The Insurance Company of The State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

Joseph E. Nozzolio

JOSEPH E. NOZZOLIO
Notary Public, State of New York
No. 01-ND4652754
Qualified in Westchester County
Term Expires Jan. 31, 1992

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a certificate of material certification, and the foregoing resolution, may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

I, Maureen P. Tuilly, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of a Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976, are true and correct and that they have been duly recorded in the office of the Secretary of the Company.

IN WITNESS WHEREOF,

1st November 1990

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

Bond No. ESD5296308

LICENSE AND/OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Superior Emerald Park Landfill, Inc. as Principal, and
American Home Assurance Company as Surety, are held and firmly bound
unto City of Muskego as Oblige, in the full and just sum
of One Hundred Thousand and 00/100----- Dollars (\$ 100,000.00**),
lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety
bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Oblige a _____
Land Disturbing ~~License~~ or Permit,
the term of which is as indicated opposite the block checked below:

- Beginning _____ and ending _____
 Continuous, beginning 9/7/98

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such
licensee or permittee shall indemnify said Oblige against all loss, costs, expenses or damage to it caused by said Principal's
non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit
issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation
shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term it may be continued by Certificate executed by the Surety hereon; and
PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of
the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the
aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the
Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated September 2nd, 1998

[Signature]
(Witness)

Superior Emerald Park Landfill, Inc.

(Principal)

(Seal)

BY [Signature], assistant Secretary

American Home Assurance Company

(Surety)

BY [Signature]
Kimberly Strain Attorney-In-Fact

**American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.**

Principal Bond Office 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 31-B-04386

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

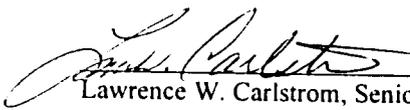
**---Donald R. Gibson, Sandra Parker, Lisa A. Ward, Greg Michels, Kimberly Strahm, William Martin, Melissa Haddick:
of Houston, Texas---**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

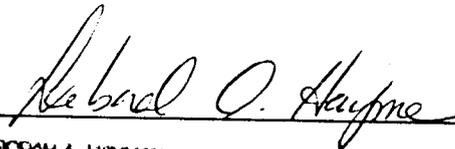


this 21st day of April, 1998.


Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, Pa.
Vice President American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 21th day of April, 1998, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.


DEBORAH A. HARTMAN
Notary Public, State of New York
No. 01HA5081428
Qualified in Suffolk County
Commission Expires June 30, 1999

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognition or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 2nd day of September, 19 98.


Elizabeth M. Tuck, Secretary

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

PERFORMANCE BOND

(AIA 311)

KNOW ALL MEN BY THESE PRESENTS:

That Superior Emerald Park Landfill, Inc., as Principal, and
American Home Assurance Company, as Surety, are held and firmly bound
unto City of Muskego, as Oblige, in the sum of
One Hundred Thousand and 00/100 Dollars

(\$ 100,000.00**), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated 9/7/98 with the Oblige for
construction of EPI Landfill related to soil erosion, fill, and land
disturbance in accordance with drawings and specifications prepared by
n/a

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly --

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated September 2, 1998

[Signature]
(Witness)

Superior Emerald Park Landfill, Inc.
(Principal) (Seal)
By [Signature]
Scott S. Cramer, Secretary (Title)

American Home Assurance Company
(Surety)
By [Signature]
Attorney-In-Fact

Bond No. ESD5296308

**American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.**

Principal Bond Office 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 31-B-04386

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

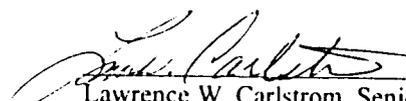
---Donald R. Gibson, Sandra Parker, Lisa A. Ward, Greg Michels, Kimberly Strahm, William Martin, Melissa Haddick:
of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

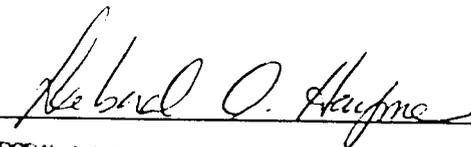


this 21st day of April, 1998.


Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, Pa.
Vice President American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 21th day of April, 1998, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.


DEBORAH A. NARDONI
Notary Public, State of New York
No. 01H5081428
Qualified in Suffolk County
Commission Expires June 30, 1999

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

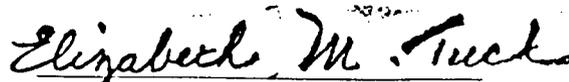
RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 2nd day of September, 1998.


Elizabeth M. Tuck, Secretary

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348

WAUKESHA, WISCONSIN 53187-1348

TELEPHONE 548-1340
FACSIMILE 548-9211
AREA CODE 414

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
RICK D. TRINDL
JEAN-MARIE REILLY
ERIC J. LARSON
JULIE A. AQUAVIA

November 10, 1998

VIA FAX
TOTAL PAGES: 1

Mayor David L. De Angelis
CITY OF MUSKEGO
Post Office Box 749
Muskego, Wisconsin 53150-0749

Re: **Emerald Park Landfill/Bond**

Dear Mayor De Angelis:

Per our telephone conference, I am in receipt of the erosion control Permit #98-575 as amended. Also per our telephone conference, it is my understanding that this bond is in relation to this permit and not a performance bond. Therefore, I believe that the proposed bond can take the place of the old bond and the old bond can be released. If you have any further questions, please call.

Sincerely,

ARENZ, MOLTER, MACY & RIFFLE, S.C.

Donald S. Molter, Jr.

DSM/pw

cc: Ms. Jean Marena, Clerk (Via Fax, 1 Page)

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348

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COURT COMMISSIONER

RICK D. TRINDL
JEAN-MARIE REILLY
ERIC J. LARSON
JULIE A. AQUAVIA

November 10, 1998

VIA FAX
TOTAL PAGES: 1

Mayor David L. De Angelis
CITY OF MUSKEGO
Post Office Box 749
Muskego, Wisconsin 53150-0749

Re: **Emerald Park Landfill/Performance Bond**

Dear Mayor De Angelis:

I received a faxed copy from you on November 9, 1998 of a proposed Bond Release and new proposed License and/or Permit Bond. I had originally received a proposed replacement Performance Bond with correspondence of September 10, 1998. I still have several questions concerning this matter.

Is the bond a Performance Bond or is it a License and/or Permit Bond, and if so, are the activities that the bonding company is agreeing to indemnify us for specifically laid out in any document? If so, is it a permit or is it part of the old Emerald Park Landfill Agreement?

If these activities are not specifically set forth in some document, any effectiveness that the bond may have is lost. Please advise and send me copies of the relevant documents.

Sincerely,

ARENZ, MOLTER, MACY & RIFFLE, S.C.

Donald S. Molter, Jr.

DSM/pw

cc: Ms. Jean Marendia, Clerk (Via Fax, 1 Page)

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.
720 N. EAST AVENUE
P.O. BOX 1348

WAUKESHA, WISCONSIN 53187-1348

TELEPHONE 548-1340
FACSIMILE 548-9211
AREA CODE 414

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER

RICK D. TRINDL
JEAN-MARIE REILLY
ERIC J. LARSON
JULIE A. AQUAVIA

September 11, 1998

VIA FAX
TOTAL PAGES: 1

Mayor David L. De Angelis
CITY OF MUSKEGO
Post Office Box 749
Muskego, Wisconsin 53150-0749

Re: Emerald Park Landfill

Dear Mayor De Angelis:

I am in receipt of Tina Ball's fax concerning a performance bond in the above-mentioned matter. I have two problems with the same.

1. The new bond indicates the contract is dated 9-7-98, and I believe the contract under which they are performing was dated many years ago; and
2. The bond under the blank for drawings and specifications under which they are to perform says "n/a". I would think we must know the specifics as to how they are to perform to know whether or not they are in default.

Please advise.

Sincerely,

ARENZ, MOLTER, MACY & RIFFLE, S.C.

Donald S. Molter, Jr.

DSM/pw

cc: Ms. Jean Marendia, Clerk (Via Fax, 1 Page)
Ms. Tina Ball (Via Fax to Clerk's Office, 1 Page)

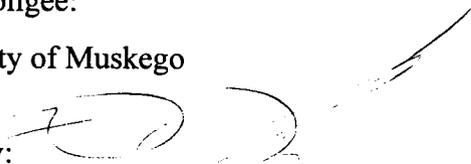
BOND RELEASE

The undersigned by these presents, does for itself and its successors and assigns, unconditionally release and discharge ACSTAR Insurance Company of and from all causes of action and all past and present claims and/or liability now or hereinafter arising under Bond No. 4860 in the amount of One Hundred Thousand Dollars (\$100,000.00). This release shall cause this bond to be null and void and terminate any obligation of ACSTAR Insurance Company under the bond.

In witness whereof, the undersigned has caused these presents to be signed by its duly authorized agent on the 17th day of November, 1998.

Obligee:

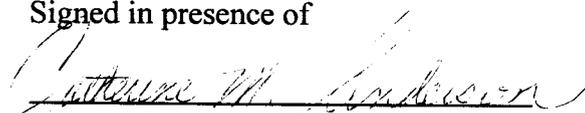
City of Muskego

By: 

(Signature)

David L. De Angelo
(Please print or type name)

Signed in presence of


(Signature)

Catherine M. Anderson
(Please print or type name)



Superior Services, Inc.
One Honey Creek Corporate Center
125 South 84th Street, Suite 200
Milwaukee, WI 53214
(414) 479-7800
FAX (414) 479-7400

September 8, 1998

City of Muskego
Building Inspection Department
W182 S8200 Racine Avenue
Muskego, WI 53150

Dear Sir/Madam:

A subsidiary of our company named Superior Emerald Park Landfill, Inc., previously provided the city with a performance bond in the amount of \$100,000 (ACSTAR Insurance Company Bond No. 4860) to secure the soil disturbance permit. We have recently changed bonding companies from ACSTAR to American Home Assurance Company. Attached to this letter is a Performance Bond issued by American in substitution for the ACSTAR bond.

In order to close our file on this old bond, ACSTAR has asked that we obtain a Bond Release from the city. Please sign and return the enclosed Bond Release to Mr. Gene Kramer, the manager of the Superior Emerald Park Landfill.

Thank you for your help in cleaning up our old bond files.

Sincerely,

A handwritten signature in cursive script that reads "Peter Ruud" with the initials "hjp" written below it.

Peter J. Ruud
Vice President - Administration
and Corporate Secretary

PJR:hjp

Enclosure

HAND & QUINN, S.C.

Attorneys At Law

932 LAKE AVENUE
RACINE, WISCONSIN 53403

JOHN B. HAND (1911-1978)

MATTHEW H. QUINN

XXXXXX

XXXXXXXXXXXXXXXXXXXX

TELEPHONE 632-5191

AREA CODE 414

FAX 632-7575

September 15, 1994

Emerald Park Landfill Standing Committee
S98 W12878 Loomis Road
Muskego, WI 53150

Attention: Mr. Laverne Bartes, Chairman

Re: Insurance Policy

Dear Skip:

I have reviewed the insurance policy supplied by Superior Services, Inc., issued by Marsh & McLennan, Inc. This policy appears to be a fairly standard pollution liability policy.

In addition, the declaration page includes a GLCM (General Liability - Claims Made) policy. There is no indication of the deductible amount on the general liability policy, and that should be clarified. With regard to the pollution liability policy, the declarations page specifically indicates a deductible of \$100,000.00 for each loss.

I checked with the City of Muskego to see if any other form of surety had been given to cover the \$100,000.00 deductible on the liability policy. I was provided the enclosed document which constitutes simply a Performance Bond which is typically required by building inspectors to guarantee that when a construction project is commenced under plans submitted to the building inspector, it will be completed in accordance with those plans. That Performance Bond does not constitute an appropriate surety under the landfill siting Agreement. Page 19 indicates clearly that the surety should be for protection against "all claims, demands, suits, damages, etc.". The surety should specifically protect those parties and entities named in the paragraph. It should demonstrate "sufficient surety to fund the indemnification".

The bond provided to the City only provides for "performance". Perhaps there is another surety. I have a call in to Todd to get an explanation in this regard. If some additional form of surety for the first \$100,000.00 is to be provided, it will have to meet the standards in the Agreement as set out at the bottom of page 19 and at the top of page 20 in the Landfill Agreement.

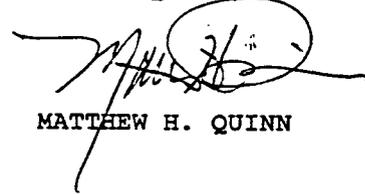
Since Todd will be receiving a copy of this letter, I am asking him or anyone else who has information about this, to let me know what form of surety has been provided if there is something in addition, or to let me know what

COPY

surety will be provided. Obviously, the terms of the Agreement do not provide for any construction until the surety is in place.

Sincerely,

HAND & QUINN, S.C.

A handwritten signature in black ink, appearing to read 'M. H. Quinn', is written over a circular stamp. The stamp contains the date '11/2/98' and some illegible text.

MATTHEW H. QUINN

MHQ:me

Enc.

cc: Emerald Park Standing Committee Members
Mr. Edward Dumke
Mr. Frank De Angelis
Ms. Jackie Schweitzer

Mr. B. Todd Watermolen
Superior Services, Inc.

Nov. '98
ACTSTAR Bond
replaced with
American Home
Assurance Co.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **Emerald Park, Inc.**
10150 West National Ave., West Allis, WI 53227 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, **ACSTAR Insurance Company**
233 Main Street, New Britain, CT 06050 (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **City of Muskego**
W182 58200 Racine Ave., Box 903, Muskego, WI 53150 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of **One hundred thousand and 00/100** —
Dollars (\$ 100,000.00).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **November 19 93**, entered into a contract with Owner for (Here insert full name, address and description of project) **Construction of the Emerald Park Landfill which is related to the soil erosion, fill and land disturbance. This work involves the construction of applying topsoil, seed fertilizer, and mulch, and the establishment of vegetation over lands that have been disturbed by earthwork construction. Bond is required by the Building Inspection in accordance with Drawings and Specifications prepared by**

(Here insert full name and address or legal title of Architect)
Department - City of Muskego.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Bond No. 4860

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 20th day of December 19 93

(Witness)

(Principal) (Seal)

(Title)

Tommaso Bevallo

(Witness)

ACSTAR Insurance Company

(Surety) (Seal)
[Signature]

(Title)
Henry W. Nozko, Jr. - President

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348

WAUKESHA, WISCONSIN 53187-1348

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER

ERIC O. SCHLIETER
RICK D. TRINDL

TELEPHONE 548-1340
FACSIMILE 548-9211
AREA CODE 414

December 29, 1993

Mayor David L. De Angelis
CITY OF MUSKEGO
Post Office Box 903
Muskego, Wisconsin 53150

Re: Emerald Park Landfill

Dear Mayor De Angelis:

Per Attorney Quinn's fax of December 27, 1993 and my telephone conference with him of December 28, 1993, it is likely that the City will have to make a policy decision in the near future concerning the type of financial security it will require in this matter.

Attorney Quinn has indicated the contract, apparently, requires, generally speaking, a \$1,000,000.00 "surety." His December 27, 1993 letter indicates, generally, that, apparently, they have or will have insurance in the amount of \$5,000,000.00, which is supposed to be increased to \$10,000,000.00 as of January 1, 1994. However, said insurance not only covers the Emerald Park Landfill, but four other landfill sites. The City may have to decide in the near future whether it will accept this type of insurance as the appropriate security.

Once you have had a chance to review all of the documentation concerning this matter, please give me a call. Thank you.

Sincerely,
ARENZ, MOLTER, MACY & RIFFLE, S.C.

Donald S. Molter, Jr.

DSM/pw

cc: Ms. Jean Marena
Attorney Matthew H. Quinn

A-I Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company

12895



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

PERFORMANCE BOND (AIA 311)

KNOW ALL MEN BY THESE PRESENTS:

That EMERALD PARK, INC.

, as Principal, and

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

, as Surety, are held and firmly bound

unto CITY OF MUSKEGO, W152, 58200 RACINE AVE., MUSKEGO, WI 53150

, as Oblige, in the sum of

THREE THOUSAND SEVEN HUNDRED AND NO/100

Dollars

(\$ 3,700.00

), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated _____ with the Oblige for

UPGRADE HANDICAP PARKING AREA AND ENLARGE PARKING AREA AS REQUESTED

_____ in accordance with drawings and specifications prepared by

_____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly -

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated 7TH DAY OF DECEMBER

EMERALD PARK, INC.

(Principal)

(Seal)

By J.W. [Signature]

(Title)

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

(Surety)

By [Signature]

KAREN M. KELLNER

Attorney-in-Fact

Bond No. ESD 7616753

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

PERFORMANCE BOND

(AIA 311)

KNOW ALL MEN BY THESE PRESENTS:

That Emerald Park, Inc. as Principal, and

The Insurance Company of the State of Pennsylvania as Surety, are held and firmly bound

unto City of Muskego, W182 S8200 Racine Ave., Muskego, WI 53150 as Oblige, in the sum of

Twelve Thousand Five Hundred and no/100 Dollars

(\$ 12,500.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated _____ with the Oblige for

Landscaping - furnish and install all plants, trees, bark & stone mulch, etc.

_____ in accordance with drawings and specifications prepared by

_____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

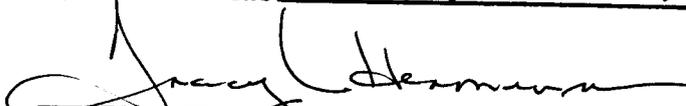
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly -

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

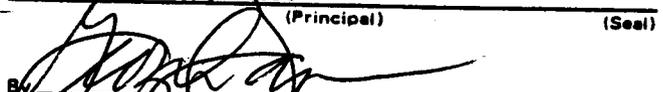
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated 13th day of December, 1995



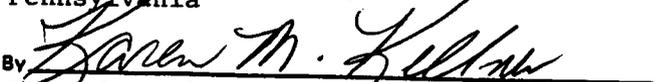
(Witness)

Emerald Park, Inc.
(Principal) (Seal)



(Title)

The Insurance Company of the State of Pennsylvania
(Surety)



Karen M. Kellner Attorney-in-Fact

Bond No. ESD7616763

**DNR
LICENSE**



STATE OF WISCONSIN DEPT. OF NATURAL RESOURCES

SOLID WASTE FACILITY OPERATION LICENSE

AUTHORIZED CONTACT

ALAN P ALBEE, GEN MGR
EMERALD PARK INC
W124 S10629 S 124TH ST
MUSKEGO WI 53150

LICENSE NO: 03290

TYPE OF FACILITY:
LANDFILL 500,000 CU YD

EFFECTIVE DATE: OCTOBER 01, 1996

DATE OF EXPIRATION: SEPTEMBER 30, 1998

WIR000003012

LICENSEE: EMERALD PARK INC

NAME OF FACILITY: EMERALD PARK INC

LOCATION OF FACILITY: S 1/4 OF NE 1/4 OF SECTION 36, T 5, R20E

W124 S10629 S.124TH S MUSKEGO, CITY OF
WAUKESHA COUNTY

THIS LICENSE AUTHORIZES THE LICENSEE TO OPERATE THE SOLID WASTE FACILITY DESCRIBED ABOVE DURING THE TERM HEREOF EXCEPT AS MODIFIED BY THE DEPARTMENT. THIS LICENSE IS SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE PROVISIONS OF CHAPTER 144, WIS. STATS., AND CHAPTERS NR 500-520, WIS. ADM. CODE, ANY PLAN APPROVAL AND MODIFICATIONS THEREOF, AND ANY SPECIAL ORDER AND MODIFICATIONS THEREOF ISSUED BY THE DEPARTMENT. ANY EXEMPTIONS FROM THE REQUIREMENTS OF CHAPTERS NR 500-520, WIS. ADM. CODES, ISSUED FOR THIS FACILITY ARE LISTED ABOVE.

GEORGE E. MEYER
DEPARTMENT OF NATURAL RESOURCES



STATE OF WISCONSIN

DEPT. OF NATURAL RESOURCES

SOLID WASTE FACILITY OPERATION LICENSE

AUTHORIZED CONTACT

DONALD J HENRICHS, GENERAL MANAGER
 EMERALD PARK INC
 W124 S10629 S 124TH ST
 MUSKEGO WI 53150

LICENSE NO: 03290
 TYPE OF FACILITY:
 LANDFILL 500,000 CU YD
 EFFECTIVE DATE: NOVEMBER 10, 1994
 DATE OF EXPIRATION: SEPTEMBER 30, 1995

LICENSEE:

EMERALD PARK INC

NAME OF FACILITY:

EMERALD PARK INC

LOCATION OF FACILITY:

SE 1/4 OF NW 1/4 OF SECTION 36, T. 5, R20E

W124 S10629 S 124TH ST
 WAUKESHA COUNTY

MUSKEGO, CITY OF

THIS LICENSE AUTHORIZES THE LICENSEE TO OPERATE THE SOLID WASTE FACILITY DESCRIBED ABOVE DURING THE TERM HEREOF EXCEPT AS MODIFIED BY THE DEPARTMENT. THIS LICENSE IS SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE PROVISIONS OF CHAPTER 144, WIS. STATS., AND CHAPTERS NR 500 - 520, WIS. ADM. CODE, ANY PLAN APPROVAL AND MODIFICATIONS THEREOF, AND ANY SPECIAL ORDER AND MODIFICATIONS THEREOF ISSUED BY THE DEPARTMENT. ANY EXEMPTIONS FROM THE REQUIREMENTS OF CHAPTERS NR 500 - 520, WIS. ADM. CODES, ISSUED FOR THIS FACILITY ARE LISTED ABOVE.

George E. Meyer

GEORGE E. MEYER
 DEPARTMENT OF NATURAL RESOURCES

DITCH IMPROVEMENT

RECEIVED

JUN 20 1995

EPI Drainage
file

June 15, 1995

Ms. Liesa Nesta
Wisconsin Department of Natural Resources
SE District
P. O. Box 12436
Milwaukee, WI 53212

RE: 3-SE-95-0320 - EPI Drainage Ditch

Dear Liesa:

We have received your comments regarding the above referenced project for the City of Muskego, EPI Drainage Ditch. We will be providing all three items as per your request once the sediment sampling has been completed. We are currently in the process of completing the sediment sampling for the project. In the interim the City of Muskego still desires to have the project reviewed upon submittal of the above information.

If you have any questions on the above, please contact this office.

Very truly yours,

RUEKERT & MIELKE, INC.



Kenneth R. Ward, P. E.

KRW:tsk
13-92067 0614NEST

c: Mayor David L. De Angelis, City of Muskego
Jean Marena, Clerk, City of Muskego
Michael F. Campbell, Ruekert & Mielke, Inc.

RECEIVED

JUL 14 1995

July 12, 1995

Mayor David L. De Angelis, City of Muskego
City of Muskego
W182 S8200 Racine Avenue
P. O. Box 903
Muskego, WI 53150

RE: E.P.I. Drainage Ditch

Dear Mayor De Angelis:

Please find attached approval of the E.P.I. Drainage Ditch dredging project from the Army Corps of Engineers. This is a necessary permit with respect to the project, however, we still need approval from the Wisconsin Department of Natural Resources. The permit is enclosed for your files.

If you have any questions on the above or the attached, please contact this office. Thank you for allowing us to be of service to the City of Muskego.

Very truly yours,

RUEKERT & MIELKE, INC.



Kenneth R. Ward, P. E.

KRW:tsk
13-92068 0711DEAN
Enclosure

c: Jean Marena, Clerk
Tom Chiconas, Erosion Control Specialist
Dan Hendricks, E.P.I. Landfill
Michael F. Campbell, Ruekert & Mielke, Inc.
file

RECEIVED

7-10-95

DEPARTMENT OF THE ARMY

ST. PAUL DISTRICT, CORPS OF ENGINEERS

ARMY CORPS OF ENGINEERS CENTRE

1111 13TH STREET EAST

ST. PAUL, MN 55101-1638

PLAN DEPARTMENT

JUN 29 1995



REPLY TO
ATTENTION OF

Construction-Operations
Regulatory (95-05088-NW-DGA)

Mr. Mark Paulat
City of Muskego
Planning Department
P.O. Box 903
Muskego, Wisconsin 53150-0903

Dear Mr. Paulat:

We have reviewed information about your project to dredge and remove debris from a waterway which is tributary to Big Muskego Lake. The project would also include the lowering of a culvert on the waterway. The project site is in the NE 1/4, SE 1/4 of Sec. 26, T. 5N., R. 20E., Waukesha County, Wisconsin.

This work is eligible for authorization by a Department of the Army nationwide permit referenced below and described in the enclosures, provided the enclosed conditions are followed. Also, the Wisconsin Department of Natural Resources (WDNR) shall be allowed reasonable entry and access to inspect any discharge for compliance with applicable state laws. You should notify the WDNR within five days prior to, and again five days following the discharge.

This determination covers only your project as described above. If the design, location, or purpose of the project is changed, you should contact us to make sure the work would not result in a violation of Federal law.

It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures AND TO OBTAIN ALL REQUIRED STATE AND LOCAL PERMITS AND APPROVALS BEFORE YOU PROCEED WITH THE WORK.

If you have any questions, contact Mr. Dave Abel in our Waukesha office at (414) 547-7601.

Sincerely,

Ben Wopat
Ben Wopat

Chief, Regulatory Branch

Enclosures
Nationwide permit conditions

Determination: 33 CFR 330-App. A, Nationwide permit number (26)
(Reference WDNR No. 3-SE-95-320)
Copy furnished to: Ms. Liesa Nesta / WDNR Southeast District
Mr. Kenneth Ward / Ruekert/Mielke, Inc.

Construction-Operations
Regulatory (95-05088-NW-DGA)

Enclosure

B. Nationwide Permit

26. Headwaters and Isolated Waters Discharges. Discharges of dredged or fill material into headwaters and isolated waters provided: a. The discharge does not cause the loss of more than 10 acres of waters of the United States;

b. The permittee notifies the District Engineer if the discharge would cause the loss of waters of the United States greater than one acre in accordance with the "Notification" general condition. For discharges in special aquatic sites, including wetlands, the notification must also include a delineation of affected special aquatic sites, including wetlands. (Also see 33 CFR 330.1(e)); and

c. The discharge, including all attendant features, both temporary and permanent, is part of a single and complete project.

For the purposes of this nationwide permit, the acreage of loss of waters of the United States includes the filled area plus waters of the United States that are adversely affected by flooding, excavation or drainage as a result of the project. The ten-acre and one-acre limits of NWP 26 are absolute, and cannot be increased by any mitigation plan offered by the applicant or required by the District Engineer.

Subdivisions: For any real estate subdivision created or subdivided after October 5, 1984, a notification pursuant to subsection (b) of this nationwide permit is required for any discharge which would cause the aggregate total loss of waters of the United States for the entire subdivision to exceed one (1) acre. Any discharge in any real estate subdivision which would cause the aggregate total loss of waters of the United States in the subdivision to exceed ten (10) acres is not authorized by this nationwide permit; unless the District Engineer exempts a particular subdivision or parcel by making a written determination that: (1) the individual and cumulative adverse environmental effects would be minimal and the property owner had, after October 5, 1984, but prior to January 21, 1992, committed substantial resources in reliance on NWP 26 with regard to a subdivision, in circumstances where it would be inequitable to frustrate his investment-backed expectations, or (2) that the individual and cumulative adverse environmental effects would be minimal, high quality wetlands would not be adversely affected, and there would be an overall benefit to the aquatic environment. Once the exemption is established for a subdivision, subsequent lot development by individual property owners may proceed using NWP 26. For purposes of NWP 26, the term "real estate subdivision" shall be interpreted to include circumstances where a landowner or developer divides a tract of land into smaller parcels for the purpose of selling, conveying, transferring, leasing, or developing said parcels. This would include the entire area of a residential, commercial or other real estate subdivision, including all parcels and parts thereof. (Section 404)

REGIONAL CONDITIONS for nationwide permit 26:

A. WDNR permits, approvals, or coordination required.

If WDNR permits, approvals, or coordination, in accordance with established WDNR/WDOT liaison procedures, are required for the entire project, the following applies:

1. The permittee shall notify the District Engineer in accordance with the "Notification" general condition if the discharge would cause the loss of one acre or more of waters of the United States, including wetlands.
2. Discharges that would cause the loss of less than one acre of waters of the United States, including wetlands, are authorized.

B. No WDNR permits, approvals, or coordination required.

If WDNR permits, approvals, or coordination are not required for the entire project, the following applies:

1. Calcareous fens, natural and scientific areas, trout lakes, wild & scenic rivers, and trout streams.

An individual Department of the Army permit is required to discharge any dredged or fill material into the following waters of the United States, including wetlands:

- a. Calcareous fens identified on enclosure 1.
- b. State-designated natural and scientific areas identified on enclosure 2.
- c. Trout lakes identified on enclosure 3, including wetlands within 1,000 feet of the lake's edge.
- d. State and Federally-designated wild & scenic rivers identified on enclosure 4, including wetlands within 1,000 feet of the ordinary high water mark of the river.
- e. Class I, II, & III trout streams identified in WDNR publication 6-3600(80) titled Wisconsin Trout Streams, including wetlands within 1,000 feet of the centerline of the stream.

2. Access paths or yard fills.

An individual Department of the Army permit is required when the discharge is for the construction of an access path or yard fill.

(Regional conditions continued on next page)

Regional conditions for NWP 26 continued.

3. Loss of two acres or more.

An individual Department of the Army permit is required when the discharge would cause the loss of two acres or more of waters of the United States, including wetlands.

4. Loss of less than two acres.

a. One to two acres - The permittee shall notify the District Engineer in accordance with the "Notification" general condition if the discharge would result in the loss of one to two acres of waters of the United States, including wetlands. The permittee shall also obtain water quality certification from the WDNR (except for those activities described in enclosure 7).

b. Less than one acre - Discharges that would cause the loss of less than one acre of waters of the United States, including wetlands, are authorized by nationwide permit subject to the permittee obtaining water quality certification from the WDNR (except for those activities described in enclosure 7).

Nationwide Permit Conditions

General Conditions The following general conditions must be followed in order for any authorization by a nationwide permit to be valid:

1. Navigation. No activity may cause more than a minimal adverse effect on navigation.
2. Proper maintenance. Any structure or fill authorized shall be properly maintained, including maintenance to insure public safety.
3. Erosion and siltation controls. Appropriate erosion and siltation controls must be used and maintained in operative operating condition during construction, and all exposed soil and other fills must be permanently stabilized at the earliest practicable date.
4. Aquatic life movements. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.
5. Equipment. Heavy equipment working in wetlands must be placed on mats or other measures must be taken to minimize soil disturbance.
6. Regional and case-by-case conditions. The activity must comply with any regional conditions which may have been added by the division engineer (see 33 CFR 330.4(c)) and any case specific conditions added by the Corps.
7. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in official study status. Information on Wild and Scenic Rivers may be obtained from the National Park Service and the U.S. Forest Service.
8. Tribal rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
9. Water quality certification. In certain states, an individual state water quality certification must be obtained or waived (see 33 CFR 330.4(c)).
10. Coastal zone management. In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived. (see 33 CFR 330.4(d)).
11. Endangered Species. No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. All federal permittees shall notify the district engineer if any listed species or critical habitat might be affected or is in the vicinity of the project and shall not begin work on the activity until notified by the district engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service. (see 33 CFR 330.4(f)).
12. Historic properties. No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the DE has complied with the provisions of 33 CFR 325, Appendix C. The prospective permittee must notify the district engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)).

TRANSMITTAL



FROM: WAUKESHA COUNTY PARK AND PLANNING DEPARTMENT
500 Riverview Avenue
Waukesha, Wisconsin 53188 Tel. (414) 548-7790 Fax (414) 896-8071

TO: MAYOR DAVE DE ANGELIS
BOX 903
CITY OF MUSKEGO, WI 53150

Date: 11-28-94

Re: SNOWMOBILE BRIDGE

MATERIAL TRANSMITTED: FAX: 679-4106

Personally Enclosed Under Separate Cover, Via _____

CONSISTS OF A(N): Original, Copy, Print, or Negative of:
 Agreement Deed Restriction Pamphlet Purchase Order
 Application Letter Photograph Specification
 Art Work Map Plan(s) Survey
 Change Order Ordinance Print SEE ITEMS

NO. OF ITEMS	DESCRIPTION
1	THIS MEMO
3	WERCO PERMIT
4	DNR PERMIT
1	W.G.P.P.R.C. NOTARIZED STATEMENT

MATERIAL IS:

Per your request
 For your use
 For your review and comment
 For your approval

Approved as submitted
 Approved as noted
 Returned for corrections
 Returned for additional information as noted

PLEASE:

Acknowledge receipt by phone
 Resubmit for approval
 Return material after use
 Sign and return material
 (Other) _____

REMARKS:

DEAR DAVE: PLEASE LET US KNOW IF YOU HAVE ANY FURTHER
QUESTIONS OR REQUIRE ADDITIONAL INFORMATION.

FOR FURTHER INFORMATION, CALL CARL STROMBERG at (414) 548-7790

COPY TO: BRIDGE PERMIT FILE

SIGNED: Carl W. Stromberg

REVISED



231 W. Michigan, P.O. Box 2046, Milwaukee, WI 53201-2046



(414) 221-2345

April 9, 1992

Mr. Carl Stromberg
Waukesha County Snowmobile Trail Coordinator
Waukesha County Park & Planning Department
500 Riverview Avenue
Waukesha, WI 53188

Dear Mr. Stromberg:

Re: WE File 91-5913

Wisconsin Electric Power Company, hereinafter referred to as "Company", gives permission to THE WAUKESHA COUNTY PARK AND PLANNING COMMISSION hereinafter referred to as "Permittee", to use a part of Company's lands located westerly of S100 W14020 West Loomis Road (Muskego C.C. Entrance) in the East 1/2 of Section 26, Township 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, to construct and use a snowmobile bridge to cross an unnamed creek/drainage ditch leading to Muskego Lake on WE lands as indicated on the drawing marked Exhibit "A" attached hereto and made a part hereof.

This permission is given subject to the following conditions, agreements and stipulations:

1. That there will be no interference by Permittee and/or Permittee's contractors or agents with any overhead or underground electric line facilities of Company located on its premises. It is further agreed that access to Company's lands shall be maintained at all times.
2. That Company has made no representations or warranties regarding said lands or the conditions thereof or regarding facilities which it or others may have on said lands; that Permittee may go on said lands only at Permittee's sole risk; and that Permittee hereby releases Company and its affiliated corporations from all claims and liability, arising out of or resulting from this permission, against Company and its affiliated corporations which it might otherwise make or have.
3. Permittee shall protect, indemnify, save and hold harmless the Company and its affiliated corporations and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Company and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Company and its affiliated corporations or Permittee) or damage to any property arising out of or in any way connected with the permission herein given or as a result of the actions of Permittee, or its agents and/or subcontractors or their employees while on the premises included under the permission herein given unless the Company or any person or organization on behalf of the Company performs structural alterations, new construction or demolition operations or sets, places or constructs a dangerous condition on the snowmobile trail. Permittee shall maintain general public liability insurance, in the amount to be approved by and acceptable to the Company. Permittee shall prior to the exercising of the rights granted under this agreement, furnish to Company a certificate of insurance

Mr. Carl Stromberg
October 30, 1991
Page 2

certifying that such a Policy of Insurance is in effect and that the insurance company will give the Company 30 days prior written notice of any material change in, or cancellation of, such insurance.

4. Permittee agrees to restore the lands of Company to the condition existing prior to any disturbance to such lands as a result of the aforementioned permission.
5. Permittee agrees that Company property shall only be used to traverse the aforementioned creek/drainage ditch and that the snowmobile trail will veer off Company property within 100 feet to the west of said bridge and from the bridge to the Muskego Country Club driveway on the east. Trail will be well marked to direct traffic off the right of way as required.
6. The permission herein granted shall expire on April 15, 1993, and Permittee agrees that any and all restoration required shall be completed not later than 30 days thereafter.

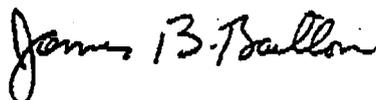
Company reserves the right to cancel and terminate this permission at any time and for any reason considered sufficient by it without prior written notice to Permittee and upon notice of such cancellation or termination, Permittee will immediately cease to use the property of Company.

7. Permittee shall, in the use and occupancy of Company's lands comply with all laws, ordinances, rules and regulations of the City of Muskego and other governmental bodies having jurisdiction, over the operation of Permittee's or Company's business or occupation of Company's lands.

Please indicate acceptance of such permission, in accordance with the terms recited, by signing one of the copies of this letter in the space provided and returning the same to me.

If you have any questions concerning this matter, please feel free to contact Mr. E. Kretschmann of Company's Real Estate Department at the above address or by calling (414) 221-2724.

Very truly yours,



James B. Baillon
Director of Real Estate

EK/kmo

cc: R. Anderson

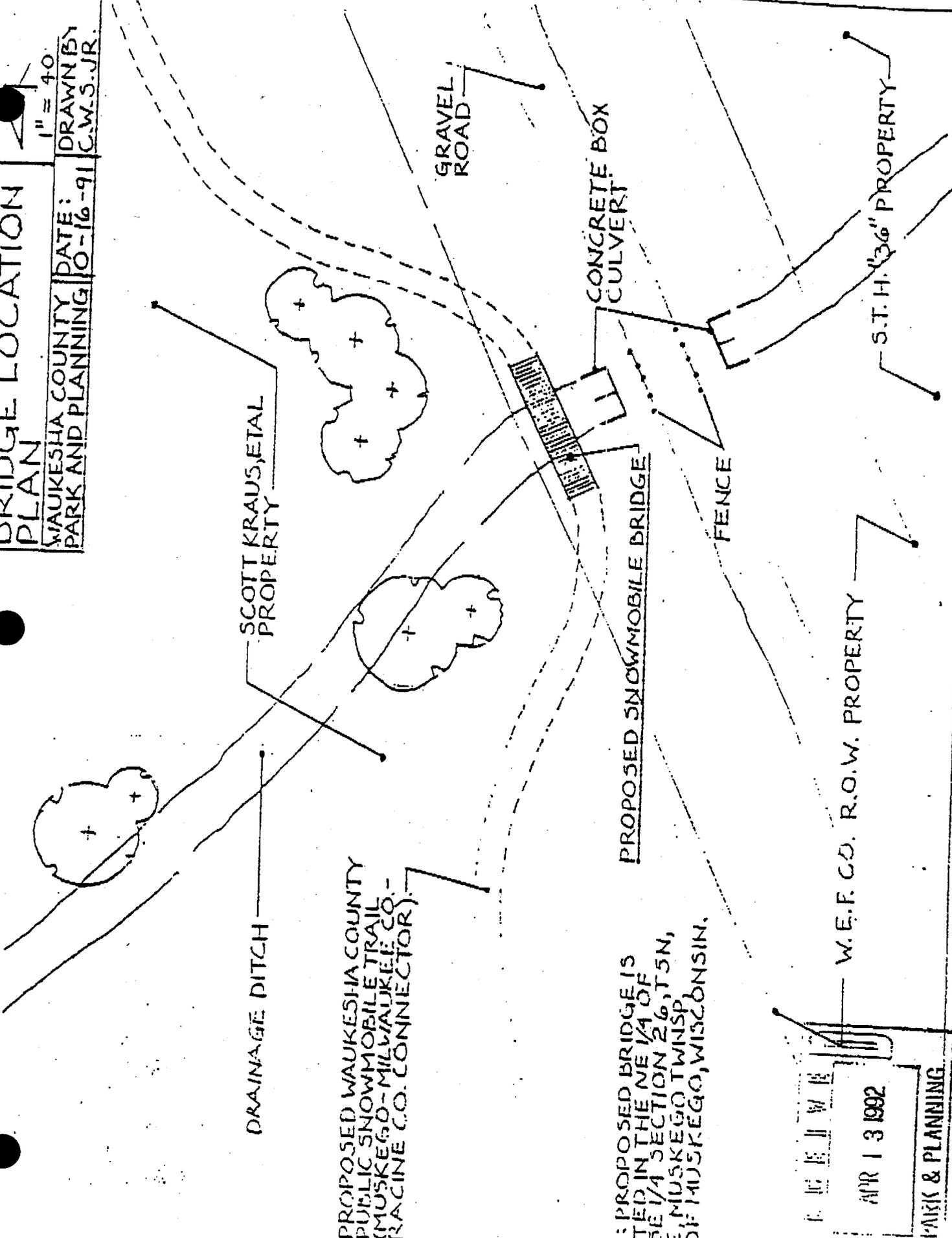
Enclosures

Permission is hereby accepted under the terms and conditions set forth hereinabove.

By: Walter M. Marmann Dated: May 1, 1992

BRIDGE LOCATION PLAN

1" = 40'
WAUKESHA COUNTY DATE: DRAWN BY:
PARK AND PLANNING 10-16-91 C.W.S.-JR.



DRAINAGE DITCH

SCOTT KRAUS, ETAL PROPERTY

GRAVEL ROAD

CONCRETE BOX CULVERT

PROPOSED SNOWMOBILE BRIDGE

FENCE

W.E.F. CO. R.O.W. PROPERTY

S.T.H. '36' PROPERTY

PROPOSED WAUKESHA COUNTY PUBLIC SNOWMOBILE TRAIL (MUSKEGO-MILWAUKEE CO.-RACINE CO. CONNECTOR)

NOTE: PROPOSED BRIDGE IS LOCATED IN THE NE 1/4 OF THE SE 1/4 SECTION 26, T5N, R9E, MUSKEGO TOWNSHIP, COUNTY OF MUSKEGO, WISCONSIN.

P. H. H. W. H.

APR 13 1992

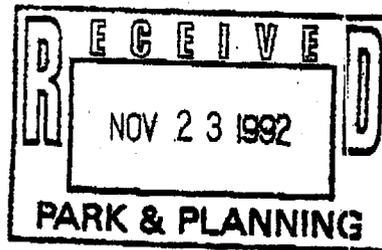
PARK & PLANNING



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Carol D. Besachy
Secretary

November 19, 1992



Southeast District
2300 N. Dr. Martin Luther King Jr. Dr.
PO Box 2122
Milwaukee, Wisconsin 53212
Telephone: 414-263-8500
Telefax: 414-263-8400

File Ref: 3560

Carl Stromberg, Snowmobile Trail Coordinator
Waukesha County Park and Planning Commission
500 Riverview Avenue
Waukesha, WI 53188

Dear Mr. Stromberg:

We have reviewed your permit application to construct a snowmobile bridge over a tributary to Big Muskego Lake, and we have approved it with some limitations. The permit conditions that you must follow are enclosed. Please read these conditions carefully so that you are fully aware of what is expected of you. If a contractor is doing the work for you, give him a copy of these conditions to keep at the project site. Keep a copy for your records.

Your next step is to notify us of the date that you plan to start your project. Please notify us at least five days before starting work. If you have any questions, feel free to call me at (414) 263-8678.

Thanks for your patience! If you have any questions, feel free to contact me.

Sincerely,

Liisa K. Nesta
Water Management Specialist
(414) 263-8678

c: City of Muskego
U.S. Army Corps of Engineers
Jim McWally - SED
Warden Bruce Buehning

BEFORE THE
DEPARTMENT OF NATURAL RESOURCES

Application of Waukesha County Park and Planning Commission for a Permit to Construct a Snowmobile Bridge over a Tributary to Big Muskego Lake, City of Muskego, Waukesha County)
File Ref: 3500
#3-SE-92-024

FINDINGS OF FACT

1. Waukesha County Park and Planning Commission, 500 Riverview Avenue, Waukesha, WI, 53188, completed filing an application in May 1992 for a permit to construct a snowmobile bridge over a tributary to Big Muskego Lake pursuant to sections 30.10, 30.12 and 30.123, Wisconsin Statutes. The purpose of the project is to provide snowmobile access across the stream.
2. The proposed project is located adjacent to Highway 36 (Loomis Road) on the north side, in the NE 1/4, SE 1/4 of Section 26, T5N, R20E, City of Muskego, Waukesha County, Wisconsin.
3. The project site is a streambed of approximately 15-foot width. Vegetation at the site includes various grasses and sedges.
4. The applicant has complied with all procedural and legal requirements of sections 30.10, 30.12 and 30.123, Wisconsin Statutes. No public notice was required for this project because the stream width is less than 35 feet, as provided in section 30.123, Wisconsin Statutes.
5. The proposed project will not materially obstruct navigation and will not be detrimental to other public interests if constructed and maintained in accordance with this permit.
6. The proposed project will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in section 144.01(3), Wisconsin Statutes, if the project is constructed in accordance with this permit.
7. The Department has determined that the grant or denial of this permit would not be a major state action significantly affecting the quality of the human environment.
8. The proposed project will meet the standards for approval set forth in sections NR 1.95(4)(c), 102, 103, 115, 116, 117, and 320, Wisconsin Administrative Code.
9. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Wisconsin Statutes and Wisconsin Administrative Code. No public notice was required for this project.
10. The Department finds the issuance of this permit will not injure or adversely affect public rights, including flora and fauna and associated habitat, scenic beauty or aesthetic enjoyment, and will not adversely affect the rights of other riparian proprietors.

CONCLUSIONS OF LAW

1. The Department has authority under sections 30.10, 30.12 and 30.123, Wisconsin Statutes, to issue a permit for this project.
2. The proposed project conforms with sections NR 1.95, 102, 103, 115, 116, 117 and 320, Wisconsin Administrative Code.
3. The Department has complied with the requirements of section 1.11, Wisconsin Statutes, and chapter NR 150, Wisconsin Administrative Code.

PERMIT

The Department grants a permit according to sections 30.10, 30.12 and 30.123, Wisconsin Statutes, to construct a snowmobile bridge over a tributary to Big Muskego Lake, City of Muskego, Waukesha County, with these conditions:

1. You are responsible for obtaining any permit or approval that may be required for your project by municipal, town or county zoning ordinances or by the U.S. Army Corps of Engineers.
2. This permit does not authorize any work other than what is specifically described in your application and plans unless conditioned or modified in this permit. The plan that the Department is authorizing is that submitted in the original application dated December 4, 1991, with the conditions noted below. If you wish to change the project as permitted, you must first obtain written approval from the Department.
3. You must allow free and unlimited access to your project site at any time to any Department employee who is investigating the project's construction, operation or maintenance.
4. The Department may revoke this permit as necessary to protect the public interest.
5. You must keep a copy of this permit and approved plans at the project site at all times until the project is complete.
6. Your accepting this permit and beginning to construct the project means that you have read, understand and agree to follow all conditions of this permit.
7. Failure to comply with the terms of this permit are subject to prosecution pursuant to sections 23.50, 23.79, and/or 30.12(5), Wisconsin Statutes, and/or 30.03, Wisconsin Statutes.
8. The Department may amend or impose additional conditions, as necessary, to protect public health, safety and welfare.
9. The bridge must span from bank to bank, and must be securely anchored on at least one end.
10. Routine inspection of the bridge must occur after storms to check for debris. Any debris must be removed immediately and disposed in an upland location. Debris may not be placed in the floodplain, wetland, or in the stream.

- 11. No additional fill or grading may be done in association with this bridge without Department review and approval of additional hydrologic and hydraulic information.
- 13. As per NR 320, Wisconsin Administrative Code, the owner must submit a notarized statement assuming all responsibility and liability for any direct or indirect damages which may result from this bridge approval. The notarized statement must be submitted within 60 days after receipt of this permit.
- 14. This construction period for this permit expires on November 1, 1993. Should you foresee that this project will not be complete on this date, a request for modification along with justification must be submitted to this office not less than 30 days prior to permit expiration.
- 15. The project must be constructed with proper erosion control measures, in order to prevent upland soil losses and sediment deposition into surface waters. All exposed areas must be seeded and mulched immediately, and erosion control fences or hay bales placed around all exposed areas until vegetation is re-established and site stabilization is complete. If project is done during winter and vegetation cannot re-establish immediately, all erosion control measures must remain in place through the winter, and until vegetation is re-established in the spring.

The bridge may be placed seasonally only, and must be removed after March 15 of each calendar year. The bridge may not be stored in the floodplain or any wetlands.

BRIDGE
REMAIN
PLACE IF
PHYSICALLY
CLOSED &
REMOVED
IN
REASON.

NOTICE OF APPEAL RIGHTS

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

To request a contested case hearing pursuant to section 227.42, Wisconsin Statutes, you have 30 days after the decision is mailed or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day filing a petition for judicial review.

Dated at Milwaukee, Wisconsin:
November 19, 1992

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By: Liesa K. Nesta
Liesa K. Nesta
Water Management Specialist
For the District Director

Bridge
at
S
High

A REPORT ON THE SOUTHEAST DRAINAGE CANAL TRIBUTARY TO BIG MUSKEGO LAKE

Located in the Southeast quadrant of the City of Muskego is a man-made drainage canal tributary to Big Muskego Lake. The canal, constructed over 50 years ago, has a drainage basin of approximately 1,850 acres. The basin area is comprised of all of Section 36, the East $\frac{1}{4}$ of Section 35, the South $\frac{3}{4}$ of Section 25 and the East $\frac{1}{2}$ of Section 26.

As part of a negotiated agreement, Emerald Park Incorporated (EPI) agreed to contribute Sixty Thousand Dollars (\$60,000.00) to the dredging of the drainway.

A survey crew was utilized to gather information as to the depth, width and bank elevations of the drainway. Upon completion of the survey, it was revealed that the drainway may be divided into five distinct segments. Below is an analysis of each segment and its impact on upstream and downstream areas.

SEGMENT 1

This segment consists of the area between S.T.H. 36 and the mouth of the drainway at Big Muskego Lake. This segment includes six pedestrian bridges and two box culverts. The water elevation of this segment varied less than one tenth of one foot over 4,600 feet of drainway. This means that the water surface of the drainway is equal to the water surface of Big Muskego Lake. The lake elevation is controlled by a dam on the South end of the lake. The average dam crest elevation, observed by the DNR in 1985, was 771.54 MSL. This correlates to an average ditch bottom elevation in this segment of 769.75 for an average depth of water of 2.05 feet. The average drainway width is 22 feet.

There are several restrictions that impede the flow of the drainway. The first restriction is at the mouth of the drainway. This restriction is caused by the ice heaves pushed across the lake during Spring thaws. The depth of the channel in this area is less than 1.0 feet. This area should be considered for dredging every five to ten year as the ice heaves may continually push lake bottom silt into the mouth of the drainway. The next restriction in the drainway is a large foot bridge immediately north of the Wisconsin Electric Power Company right-of-way. This bridge allows for zero clearance in the drainway during high flow conditions and should be raised up to 5 feet or removed. The next major restriction is a dual box culvert that crosses the Wisconsin Electric right-of-way. The size of the dual box culvert is adequate. However, the bottom of the box culvert is at an elevation of 771.45 MSL or only 0.35 feet below the average water elevation conditions. This restriction also greatly reduces the capacity of the drainway under high flow conditions. It is recommended that the bottom of the box culvert be removed provided that the structural integrity of the culvert is not compromised.

There are five other small foot bridges downstream of the above two restrictions. These may cause minor problems during periods of high flow. Their impact, however, is minimal when one considers that the flow over the dam of Big Muskego Lake has a greater impact since it controls the water elevation in the drainway.

SEGMENT 2

This segment is between the box culvert at S.T.H. 36 and the bridge at Old Loomis Road it appears that neither structure represents a restriction to flow. The average width of the drainway in this area is twenty feet, similar to the width of the drainway in segment one. There is a depth variance in this area between 769.85 MSL (average depth in segment one)

and 770.50. Dredging of this section of ditch will allow for a greater storage capacity and flow characteristics of the ditch but is useless without improvements to the Wisconsin Electric box culvert.

SEGMENT 3

This segment is located between Old Loomis Road and a point approximately 1,000 feet southeast of Old Loomis Road. As in prior segments the water level is equal to that of Big Muskego Lake. The average width of the drainway is nineteen feet and does not create a restriction to the flow of the drainway. It should be noted that the top of the bank in this area is up to two feet lower than downstream areas (segment 1), which is also below the 100 year floodplain elevation of Big Muskego Lake. The bottom of the drainway is equal to that of segment 2, and is higher than segment 4. Dredging this area will only increase the storage capacity of the drainway, and may only slightly diminish the affect of flooding in upstream areas.

SEGMENT 4

This segment is the remaining area from a point 1,000 feet south of Old Loomis Road to the EPI landfill area. In general, the water elevation again matches that of Big Muskego Lake and the ditch bottom is often up to two feet lower than segments 1, 2 and 3. This is due to past dredging of the ditch. The major restriction in this segment is a twin 42" culvert installation approximately 1,100 feet south of Old Loomis Road. The Owner of these culverts has stated that the culverts will be removed this year. This may not be advisable since the culverts actually reduce downstream flooding by holding back upstream water. Removal of the culverts, without removal of downstream restrictions in segments 1 through 3 will increase flooding in areas east and west of segment 3. It is advised that the culverts not be removed until downstream restrictions are corrected.

SEGMENT 5

This segment consists of a side ditch that is tributary to the main drainway. The side ditch intersects the main drainway at a point approximately 850 feet southeast of Old Loomis Road. The ditch then runs to the northeast with several branch ditches. The width of the side ditch varies from three feet wide at its upper reaches to seventeen feet wide at the intersection with the main drainway. The elevation of the water surface in the ditch is 771.80, again, the same elevation as Big Muskego Lake. The depth of the ditch is approximately one foot. Dredging this ditch would increase its storage capacity and ability to convey water to the main drainway. However, without improvements to the restrictions in segments 1 and 3, dredging the side ditch would be a waste of money.

CONCLUSIONS

There are three major restrictions that impede the flow in the main drainway. These are:

1. The mouth of the drainway at Big Muskego Lake.
2. The foot bridge and box culvert located at the Wisconsin Electric right-of-way.
3. A shallow ditch bottom between S.T.H. 36 and Old Loomis Road

Removal of the above restrictions will allow a greater storage capacity and flow characteristics in the drainway. However, removal of the restrictions will not resolve all

flooding problems. This is evident from the simple fact that the level of the water at the dam on Big Muskego Lake is equal to the water level at all points in the drainway and side ditches. The improvement by removal of the restrictions will only serve to reduce the amount of time flooding occurs. As an example, improvements in the drainway may reduce the number of days that flooding occurs in an upstream area, but will not eliminate flooding. Additionally, the reduction may be minimal as the lake level will ultimately determine the extent and duration of flooding.

Permits for improvements to the box culvert or dredging could take up to six months to obtain. Permits are required from both the Army Corps of Engineers and the Wisconsin Department of Natural Resources.

RUEKERT & MIELKE, INC.
Consulting Engineers
W239 N1812 Rockwood Dr.
Waukesha, WI 53188-1113

September 30, 1994

VERIFICATION OF ASSETS



November 4, 1994

THE MAYOR'S OFFICE

R NOV 7 1994 D
RECEIVE

Emerald Park Landfill Standing Committee
c/o Mr. Skip Bartes, Chairman
S98 W12878 Loomis Road
Muskego, WI 53150

Dear Mr. Bartes:

I am Vice President of Emerald Park, Inc. I understand that the local committee has requested that the Company confirm that its investment in land and improvements at the Emerald Park Landfill meets or exceeds the amounts specified in Section 16 of the Landfill Agreement between the Company and the City of Muskego. This will confirm that the investment in land by Emerald Park, Inc. for the Emerald Park Landfill exceeds \$1,500,000 and the value of tangible assets exceeds \$1,300,000. At this date, the improvements exceed \$2.8 million and the cost of the building to be constructed in Spring, 1995 will exceed \$300,000.

Very truly yours,

A handwritten signature in cursive script that reads "Todd Watermolen".

B. Todd Watermolen
Vice President

PJR:slc

cc: Ald. Ed Dumke
Jacqueline Schweitzer
John C. Toshner
Mayor Dave De Angelis
Stella Dunahee
Don Henrichs

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THE HOME TEAM ADVANTAGE

November 16, 1994

Mayor De Angelis
City of Muskego
W182 S8200 Racine Avenue
Muskego, Wisconsin 53150

Dear Mayo De Angelis,

Enclosed is the additional information you requested concerning the Todd Watermolen letter of November 4, 1994 as we discussed on the telephone. If you have any questions feel free to call me at 529-1360.

Sincerely,

Don Henrichs
General Manager
Emerald Park, Inc.

cc: Skip Bartes

November 16, 1994

Mr. Don Henrichs
General Manager
Emerald Park, Inc.
W124 S10629 South 124th Street
Muskego, WI 53150

Re: EPI Landfill Construction Costs To Date

Dear Don:

Per your request, attached is a summary to date of expenses associated with the development of the Emerald Park Landfill. There is a huge amount of invoices currently being processed but this is a fairly accurate summary at this point in time. The major cost items have been included but many smaller items are being classified and totaled by the accounting department. I have attempted to summarize the costs that are tabulated. The estimated site improvements to date total \$3,358,385 with the total paid to date being \$2,149,908. We have been invoiced for some of the work that has been completed to date, and some are outstanding.

Also attached is the base landfill construction bid for Phase 1 by our contractor A.W. Oakes. There has been several change orders which resulted in this cost going from \$1,956,900 to approximately \$2,180,000. Also attached is a list of proposed equipment and the approximate costs for this equipment.

Please let me know if you need more information.

Sincerely,



B. Todd Watermolen, P.E.
Director of Engineering

Enclosures

cc: Alan Albee
George Farr

BTW/lrb
f:\docs\admin\wp\wpwin\lisa\todd\constest.epi

Division Code: F1
 Division Name: EMERALD PARK LANDFILL

Superior Environmental Services, Inc.
 Fiscal Year 1994
 Capital Expenditure Tracking to Budget

Year	Make	Description Model Body	Size	Qty	Planned Spending	Spending/ Committed to Date	Spending to Date Cummulative	Estimate to Complete
1994	REX	390C Compactor		1.0	265,000	470,445	470,445	0
1994	CAT	D5 LGP Bulldozer		1.0	155,000	155,000	0	155,000
Used	CAT	627 Scraper		1.0	150,000	150,000	0	150,000
1994	Ford	F250 4x4 w/ bedliner		1.0	25,000	25,000	0	25,000
		Refurbish Rental House		0.0	0	7,000	6,000	0
		Computer		0.0	0	10,000	3,696	6,304
		Access Roadway		0.0	76,000	76,000	67,652	8,348
		Electric		0.0	32,000	32,000	28,369	3,631
		Phase I costs		0.0	2,180,000	2,180,000	1,270,959	909,041
		Permitting Costs		0.0	0	84,992	72,140	12,852
		Legal Fees/Closing Costs		0.0	0	40,556	30,556	10,000
		Property Taxes		0.0	0	7,452	7,452	0
		Demolition of Bldg and Cleanup		0.0	30,000	30,000	47,543	0
		Geotextiles and Geomembranes		0.0	250,000	250,000	253,742	0
		Materials		0.0	300,000	300,000	192,034	107,966
		Building		0.0	275,000	275,000	0	275,000
		Fence		0.0	45,000	50,000	43,765	6,235
		100 Ton Truck Scale		0.0	50,000	50,000	50,100	0
		Parking Lot and Fire Pond		0.0	75,000	75,000	18,000	57,000
		Shop and office furnishings		0.0	125,000	125,000	0	125,000
		Air monitoring stations		0.0	5,000	5,000	5,000	0
		Compost Facility		0.0	60,000	60,000	34,900	25,100
		Wetland Improv., Biofilter, & Landscape		0.0	80,000	80,000	18,000	62,000

\$ 800,445
Equip.

GRAND TOTAL

\$4,178,000	\$4,538,445	\$2,620,353	\$1,938,477
-------------	-------------	-------------	-------------

Site Improvements to date paid

$$2,620,353 - 470,445 = \$2,149,908$$

$$2,620,353 + 1,938,477 - 800,445 = \$3,758,385$$

Total Site improvements on going →

$$\text{Site improvements to date} \Rightarrow 3,758,385 - 275,000 - 125,000 = \$3,358,385$$

(Bldg.) (Furnishings)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

1/10

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, (No. 1910-8) (1990 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders, (No. 1910-12) (1990 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, (No. 1910-9) (1986 Edition). See also Guide to the Preparation of Supplementary Conditions, (No. 1910-17) (1990 Edition).

Note to User

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, whether collateral may be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

2/10

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison Street, Alexandria, VA 22314

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

3/10

THIS AGREEMENT is dated as of the 24th day of November in the year 19 93 by and between Emerald Park Incorporated (EPI) (hereinafter called OWNER) and A.W. Oakes and Sons, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Phase 1 Construction including construction of temporary access roads to the landfill site and stockpile areas; construction of bituminous access road west of the 65+00E construction grid line; installation of erosion controls; topsoil excavation and stockpiling; clearing and grubbing; construction of surface water controls; construction of the gradient control system; construction of the clay portion of the composite liner system including finish grading, geomembrane subgrade preparation, and geomembrane subgrade maintenance until geomembrane installation completion by others; construction of the leachate collection and transfer system; installation of the leachate storage and loadout system; placing topsoil on clay stockpiles; landscaping of all disturbed areas; placing topsoil from stockpiles on all disturbed areas; groom, seed, and mulch all topsoiled areas.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Emerald Park Incorporated Landfill Phase 1 Construction

Article 2. ENGINEER.

The Project has been designed by RMT, Incorporated, 744 Heartland Trail, Madison, WI 53717. EPI will assign a ENGINEER for this project which may or may not be the project designer, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

September 15, 94
~~November 1~~, 19 ~~93~~

3.1 The Work will be substantially completed on or before ~~November 1~~, 19 ~~93~~, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before ~~November 30~~ October 15, 19 94

~~The Work will be substantially completed within xxxxxxxx days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within xxxxxxxx days after the date when the Contract Times commence to run~~

4/10

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Thousand dollars (\$ 2,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Thousand dollars (\$ 2,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

[Where failure to reach a Milestone on time is of such consequence to OWNER that the assessment of liquidated damages is to be provided, appropriate amending or supplementing language should be inserted here.]

(Strike any of the above paragraphs that are inapplicable)

September 15, 1994

If the work is substantially completed, as defined in paragraph 14.8 in the General Conditions, before ~~November 1, 1993~~, OWNER agrees to pay the CONTRACTOR One Thousand Dollars (\$1,000.00) as incentive pay for each day substantial completion was achieved prior to ~~November 1~~. Extensions allowed in accordance with Article 12 of the General Conditions DO NOT apply to incentive pay.

September 15, 1994

Article 4. CONTRACT PRICE.

5/10

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, a Lump Sum of:

One million nine hundred fifty six thousand (\$ 1,956,900)
Nine hundred dollars (use words) figures

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;

plus

~~4.2 for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2~~

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
-----	------	------	--------------------	------------	-----------------

See attached A.W. Dakes Rate sheet

None to date 11/24/93

TOTAL OF ALL UNIT PRICES _____ \$ _____ (dollars)
(use words)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

[In special circumstances, the Bid may be attached to avoid extensive retyping. See paragraph 13.10 below. Any exhibits attached should be listed in Article 8.]

[If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See Suggested Bid Form Paragraph 4 and Comment 1.]

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6/10

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

80 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

80 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 80 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

7/10

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

4/101

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages _____ to _____, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits _____ and consisting of _____ pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to GC-A2, inclusive).
- 8.6. Supplementary Conditions (pages 800-1 to 800-3, inclusive).
- 8.7. Specifications bearing the title Specifications and consisting of 4 divisions and _____ pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 13, inclusive with each sheet bearing the following general title:

[Fill in, and, if a set of Drawings is not attached to each signed counterpart of Agreement, so indicate in which case OWNER and CONTRACTOR should initial or otherwise appropriately identify each Drawing.]

- 8.9. Addenda numbers _____ to _____, inclusive.

[Those Addenda which pertain exclusively to the bidding process need not be listed.]

- 8.10. CONTRACTOR's Bid (pages _____ to _____, inclusive) marked exhibit _____.

[Attach actual Bid only in special circumstances.]

- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

10/10

This Agreement will be effective on November 24, 19 93 (which is the Effective Date of the Agreement).

OWNER Emerald Park, Inc.

CONTRACTOR A.W. Oakes & Sons, Inc.

By: B Todd Waterman - Vice President

By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest [Signature]

Attest [Signature]

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

EMERALD PARK, INC.

EQUIPMENT LIST

Proposed

August 29, 1994

B. Todd Watermolen

		<u>Conservative</u>
1.	Rex 390 C	\$ 440,000
2.	Scraper 627	125,000
3.	D6 Dozer	100,000
4.	Small wheel loader Broom, Forks, Bucket	60,000
5.	Track Hoe (used to unload boxes)	50,000
6.	Water Truck	10,000
7.	Mower, Pumps	20,000
8.	Utility Vehicle Pick-up	<u>20,000</u>
		\$ 825,000

Assumes costs outright purchase versus utilization of inter-company. Scrapers and dozers are available from our construction division during the off season.