LAW OFFICES OF
ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.
720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211

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

RICK D. TRINDL
PAUL E. ALEXY
JULIE A. AQUAVIA
R. VALJON ANDERSON

February 23, 2012

Attorney Jesse Wesolowski
City of Franklin
Wesolowski, Reidenbach, & Sadjak, S.C.
11402 W. Church St.
Franklin, WI 53132-2121

Mr. Dale Shaver, Director
Waukesha County Parks & Land Use Department
1320 Pewaukee Road, Rm. 230
Waukesha, WI 53188

Attorney Jeff Leggett
Racine County Corporation Counsel's Office
730 Wisconsin Avenue, 10th Floor
Sturtevant, WI 53177

Mr. Tom Kramer, Business Manager/Treasurer
Town of Norway
6419 Heg Park Road
Wind Lake, WI 53185

Mayor Kathy Chivarotti
City of Muskego
P.O. Box 749
Muskego, WI 53150-0749

Attorney Melissa Bachhuber
Veolia Environmental Services North America Corp.
One Honey Creek Corporate Center
125 South 84th Street, Suite 200
Milwaukee, WI 53214

Re: Veolia Emerald Park Landfill – Western Horizontal 2011 Expansion Request

Dear Ladies and Gentlemen:

Enclosed please for your files please find the signed Agreement which memorializes the differences from the original 1999 Agreement as it will be changed by the perimeters of the new expansion request.

Thank you for your patience on this matter.

Very truly yours,

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

H. Stanley Riffle

HSR/JAA

enc.

C: Ms. Karen Fiedler
Ms. Julie Anderson
Ms. Sandi Wesolowski
Ms. Sharon Mueller

AGREEMENT BETWEEN VEOLIA ES EMERALD PARK LANDFILL, LLC, THE CITY OF MUSKEGO, CITY OF FRANKLIN, TOWN OF NORWAY, RACINE COUNTY AND WAUKESHA COUNTY FOR THE EXPANSION OF VEOLIA EMERALD PARK LANDFILL

This Agreement dated July 22, 2011, is made and entered into by and among Veolia ES Emerald Park Landfill, LLC ("Veolia") and the City of Muskego, City of Franklin, Town of Norway, Racine County and Waukesha County, collectively referred to herein as "Affected Municipalities." The Affected Municipalities were parties to a 1999 Negotiated Agreement (hereafter "Negotiated Agreement") with Superior Emerald Park Landfill, Inc., (the predecessor owner of the landfill) entered into as part of a stipulation settling certain issues before the Waste Facility Siting Board on June 24, 1999. This Agreement is the result of the implementation of Article IV, paragraph 27 of the Negotiated Agreement.

WHEREAS, the parties to the Negotiated Agreement had the option to waive negotiations for future expansions of the landfill and, that option, found at Article IV, paragraph 27 of the Negotiated Agreement, provides that if the parties waived negotiations, all terms and rate schedules found in the Negotiated Agreement would be applied to any subsequent expansion; and,

WHEREAS, Veolia filed an Initial Site Report for expansion of the Emerald Park Landfill; and,

WHEREAS, the Parties prepared and gave notice of their intention to waive negotiations and to pursue continuance of existing terms and rate schedules found in the Negotiated Agreement; and,

WHEREAS, none of the parties involved wish to proceed under the provisions of §289.33, Stats., as they are willing to accept the terms of the Negotiated Agreement; and,

WHEREAS, said election to accept the terms of the Negotiated Agreement were approved in resolutions passed by the Affected Municipalities; and,

WHEREAS, although willing to proceed under the Negotiated Agreement, there are certain terms found in that Negotiated Agreement that are either no longer applicable due to fulfillment of those terms by either Veolia or the Affected Municipalities or that are inconsistent with the application for expansion of the Emerald Park Landfill; and,

THEREFORE, this Agreement sets forth the remaining and future obligations with respect to the expansion for each party as applicable under the Negotiated Agreement in order to clarify the obligations of all parties.

I. WAIVER OF NEGOTIATIONS UNDER §289.33, STATS.

This Agreement supplements and clarifies the Negotiated Agreement. All parties to this Agreement therefore waive the following: (a) any rights they may have under the terms of §289.33, Stats.; (b) any rights they may have to proceed under §289.33, Stats.; and (c) to negotiate or seek arbitration as to the terms for expansion of the landfill. All terms, conditions, and rates found in the Negotiated Agreement remain in full force and effect except as modified herein and except as such terms and conditions are no longer applicable due to satisfaction or expiration or inconsistency with this Agreement.

II. WAIVER OF NEGOTIATIONS FOR EXPANSION DESCRIBED IN THE VEOLIA INITIAL SITE REPORT PURSUANT TO ARTICLE IV, PARAGRAPH 27 OF THE NEGOTIATED AGREEMENT.

A. The terms of the Negotiated Agreement shall be updated as follows to reflect the new expansion area and consistent with Veolia's Initial Site Report ("ISR") dated December 23, 2005. Exhibit A, Legal Description of Active Fill Area and Article I, the definition of Active Fill Area is amended to include the total expansion capacity as finally approved by the DNR. Attached hereto as **Exhibit A** is the new area depicting the total capacity of the landfill to include the current area described in the Negotiated Agreement and the proposed expansion area described in the ISR (the "Expansion Area"). Further, Article IV, paragraph 17, and Article I, Definitions, are amended to be consistent with the total expansion capacity, including height and area restrictions as described in the ISR.

B. The Affected Municipalities have passed resolutions waiving their right to contest the expansion described in the ISR, whereby they acknowledged and agreed that by doing so, they shall grant Veolia all rights and approvals, including permits, zoning, siting, conditional use permits as may be necessary for Veolia to conduct any landfill related

activities on property owned (whether now owned or acquired at a later time by Veolia) which supports landfill operations consistent.

C. Veolia shall prepare a Landfill Post-Closure Plan for the Expansion Area as part of its Plan of Operations.

D. All other conditions and terms of the Negotiated Agreement remain in force and effect unless: specifically modified herein; are inconsistent with the terms of this Agreement; or are described as completed and terminated obligations in the Implementation Agreement dated May 20, 2008.

City of Muskego

By _____
Mayor Kathy Chiaverotti

Attest: _____
Sharon Mueller, Clerk

City of Franklin

By _____

Attest: _____
_____, Clerk

Waukesha County

By _____

Attest: _____
_____, Clerk

Town of Norway

By _____

Attest: _____
_____, Clerk

activities on property owned (whether now owned or acquired at a later time by Veolia) which supports landfill operations consistent.

C. Veolia shall prepare a Landfill Post-Closure Plan for the Expansion Area as part of its Plan of Operations.

D. All other conditions and terms of the Negotiated Agreement remain in force and effect unless: specifically modified herein; are inconsistent with the terms of this Agreement; or are described as completed and terminated obligations in the Implementation Agreement dated May 20, 2008.

City of Muskego

By_____

Attest: _____

_____, Clerk

City of Franklin

By Thomas M. Taylor
Thomas M. Taylor, Mayor

Attest: Sandra L. Wesolowski
Sandra L. Wesolowski, Clerk

Waukesha County

By_____

Attest: _____

_____, Clerk

Town of Norway

By_____

Attest: _____

_____, Clerk

activities on property owned (whether now owned or acquired at a later time by Veolia) which supports landfill operations consistent.

C. Veolia shall prepare a Landfill Post-Closure Plan for the Expansion Area as part of its Plan of Operations.

D. All other conditions and terms of the Negotiated Agreement remain in force and effect unless: specifically modified herein; are inconsistent with the terms of this Agreement; or are described as completed and terminated obligations in the Implementation Agreement dated May 20, 2008.

City of Muskego

By_____

Attest: _____

_____, Clerk

City of Franklin

By_____

Attest: _____

_____, Clerk

Waukesha County

By_____

Attest: _____

Waukesha Co, Clerk

Town of Norway

By_____

Attest: _____

_____, Clerk

166-0-073

4.

activities on property owned (whether now owned or acquired at a later time by Veolia) which supports landfill operations consistent.

C. Veolia shall prepare a Landfill Post-Closure Plan for the Expansion Area as part of its Plan of Operations.

D. All other conditions and terms of the Negotiated Agreement remain in force and effect unless: specifically modified herein; are inconsistent with the terms of this Agreement; or are described as completed and terminated obligations in the Implementation Agreement dated May 20, 2008.

City of Muskego

By_____

Attest: _____

_____, Clerk

City of Franklin

By_____

Attest: _____

_____, Clerk

Waukesha County

By_____

Attest: _____

_____, Clerk

Town of Norway

By Jon M Jacobson

Attest: Camille Cohen

Town of Norway, Clerk

Racine County

By Peter J Hansen 12-19-11
Racine County Board Chairman

Attest: _____

_____, Clerk

Veolia ES Emerald Park Landfill, LLC

By_____

Attest: _____

_____

Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk 12/14/11

Date 12/08/2011
Certified to be correct as to form.
By Jeff Liggett
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR
12-5-11
Sign Date

Racine County

By_____

Attest: _____

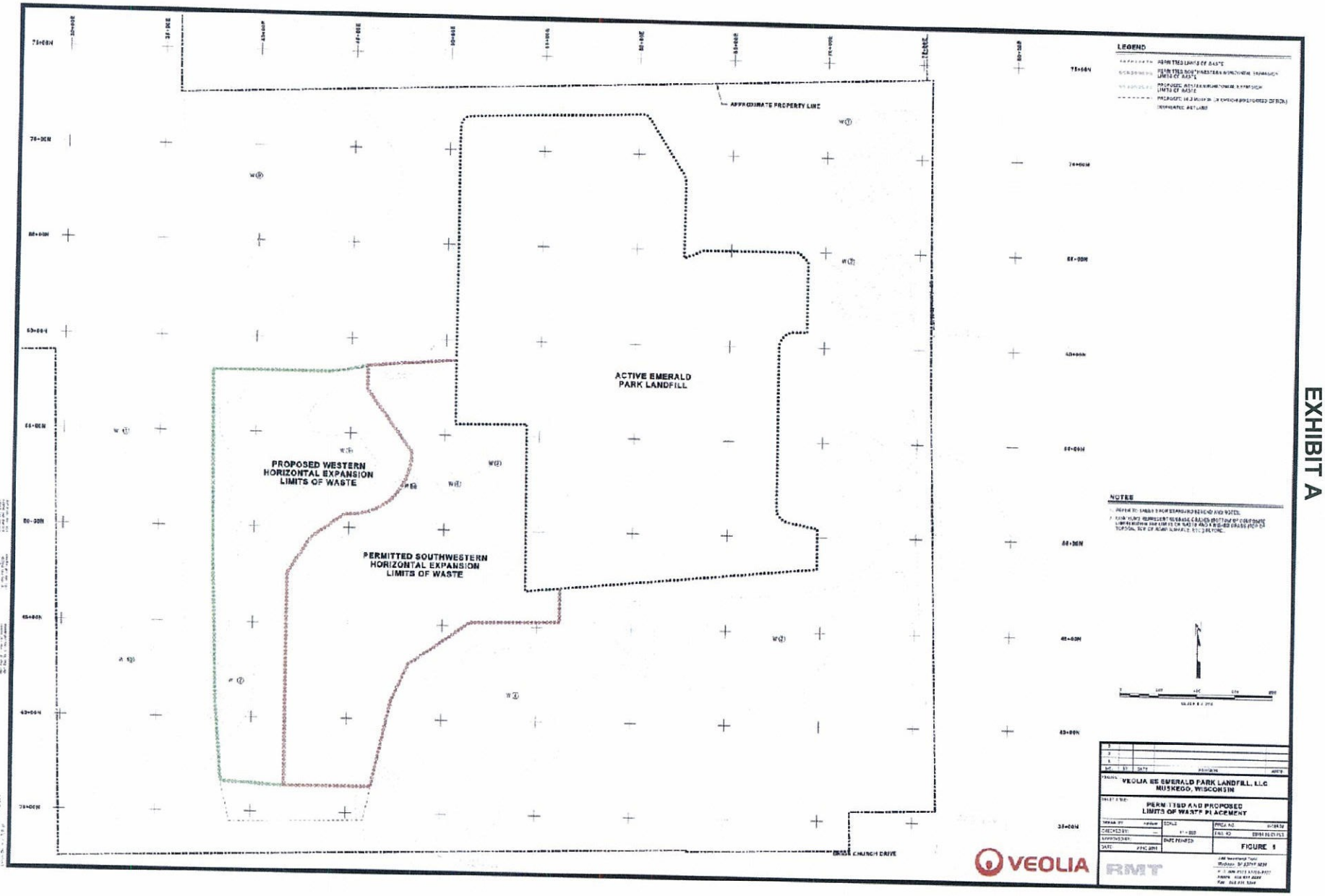
_____, Clerk

Veolia ES Emerald Park Landfill, LLC

By_____
James M. Rooney

Attest: Melissa Bachhuber
Melissa Bachhuber

EXHIBIT A


APPROXIMATE PROPERTY LINE
ACTIVE EMERALD PARK LANDFILL
PROPOSED WESTERN HORIZONTAL EXPANSION LIMITS OF WASTE
PERMITTED SOUTHWESTERN HORIZONTAL EXPANSION LIMITS OF WASTE
CHURCH DRIVE
LEGEND
NOTES
VEOLIA ES EMERALD PARK LANDFILL, LLC
MUSKEGO, WISCONSIN
PERMITTED AND PROPOSED LIMITS OF WASTE PLACEMENT
FIGURE 1
VEOLIA
RMT

LAW OFFICES OF
ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.
720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211

DALE W. ARENZ
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COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
JULIE A. AQUAVIA
R. VALJON ANDERSON

March 5, 2012

Attorney Jesse Wesolowski
City of Franklin
Wesolowski, Reidenbach, & Sadjak, S.C.
11402 W. Church St.
Franklin, WI 53132-2121

Mr. Dale Shaver, Director
Waukesha County Parks & Land Use Department
1320 Pewaukee Road, Rm. 230
Waukesha, WI 53188

Attorney Jeff Leggett
Racine County Corporation Counsel's Office
730 Wisconsin Avenue, 10th Floor
Racine, WI 53403-1274

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Town of Norway
6419 Heg Park Road
Wind Lake, WI 53185

Mayor Kathy Chivarotti
City of Muskego
P.O. Box 749
Muskego, WI 53150-0749

Attorney Melissa Bachhuber
Veolia Environmental Services North America Corp.
One Honey Creek Corporate Center
125 South 84th Street, Suite 200
Milwaukee, WI 53214

Re: Veolia Emerald Park Landfill – Western Horizontal 2011 Expansion Request

Dear Ladies and Gentlemen:

By now you should have received your copy of the signed agreement regarding the differences between the obligations from the original 1999 Agreement and the perimeters of the new expansion request. After our office received the Town of Norway's signature page, Attorney Leggett noticed that §II, ¶ B was incomplete. After consulting with Attorney Bachhuber, it is the City of Muskego's position that ¶B should read as follows, with the underlined portion completing the text:

> *The Benefitted Municipalities shall pass resolutions waiving their right to contest the expansion whereby they acknowledge and agree that by doing so, they shall grant Veolia all rights and approvals, including permits, zoning, siting, conditional use permits as may be necessary for Veolia to conduct any landfill related activities on property owned by Veolia which supports landfill operations <u>associated with the lands subject to the current application for expansion of Emerald Park Landfill.</u>*

The completion of ¶ B in this fashion mirrors the language in §II, ¶G of the 2008 Expansion Agreement, upon which this version is modeled and which this version essentially replaces.

Although there is nothing in the addition which changes the obligations of the parties set forth in this paragraph as approved by all parties, it is a good idea to document this understanding of the language in question. I would suggest that you attach this letter to your copy of the signed Agreement for future reference.

Thank you for your patience on this matter.

Very truly yours,

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

H. Stanley Riffle

HSR/JAA

enc.

C: Ms. Karen Fiedler
Ms. Julie Anderson
Ms. Sandi Wesolowski
Ms. Sharon Mueller