



AMENDED AGENDA and ADDENDUM

Eau Claire County
Committee on Administration
Tuesday, October 18, 2022, at 6:15 p.m.
Eau Claire County Government Center
721 Oxford Ave., Eau Claire • Room 3312

Join from the meeting link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=mcfe7643fd9cdfd0acaf860a0e4b40eeb>

Join by meeting number:

Meeting number: 2592 980 7723 Password: ndQB7Kqrg53

Join by phone:

Dial in: 415-655-0001 Access Code: 2592 980 7723

1. Call to Order and confirmation of meeting notice
2. Roll call
3. Public Comment
4. File No. 22-23/068: Resolution authorizing the County Administrator to enter into an agreement for the proposed solid waste landfill expansion of the Seven Mile Creek Landfill –
Discussion/Action
5. **File No. 22-23/067: Resolution requesting to develop a Forest Carbon Credit Offset Project in Eau Claire County – Discussion/Action**
6. Adjourn

Prepared by: Samantha Kraegenbrink – Assistant to the County Administrator

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-6945, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

FACT SHEET

TO FILE NO. 22-23/068

After several years of meetings and negotiations, the Landfill Siting Committee, on September 15, 2022, voted unanimously to recommend a Final Negotiated Agreement with owner operator GFL regarding its expansion of the Seven Mile Creek Landfill. Eau Claire County had two representatives on the Local Landfill Siting Committee. In order to execute the Intergovernmental Agreement and the Seven Mile Creek Landfill Expansion Final Negotiated Agreement, this resolution is necessary to authorize the Eau Claire County Administrator and the Eau Claire County Clerk to sign the agreements on behalf of Eau Claire County. Pursuant to the final agreement reached with GFL, the Town of Seymour, City of Eau Claire, and Eau Claire County, the tipping fees will increase to \$2.00 per ton, with a CPI increase annually beginning in 2023.

Respectfully Submitted,

Sharon G. McIlquham
Corporation Counsel

2
3 RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN
4 AGREEMENT FOR THE PROPOSED SOLID WASTE LANDFILL EXPANSION OF THE
5 SEVEN MILE CREEK LANDFILL
6

7 WHEREAS, on November 14, 2018, Eau Claire County received notification from
8 Advanced Disposal Services Seven Mile Creek Landfill, LLC (ADSSMCL) serving as formal
9 notice of the company intending to expand its current landfill facility vertically over the existing
10 footprint of Sector 2 and horizontally as a rectangular shape over the footprint of the facility
11 located at the “Seven Mile Creek Landfill”, 8001 Olson Drive; and
12

13 WHEREAS, such solid waste landfill facility expansion is located within the corporate
14 limits of the City of Eau Claire in Eau Claire County and the City is the affected municipalities
15 within which the landfill is proposed to occur; and
16

17 WHEREAS, on December 18, 2018, Eau Claire County adopted a Siting Resolution No.
18 18-19/091, relating to the proposed landfill expansion, pursuant to the provisions of Wis. Stats.
19 289.33, and Eau Claire County appointed representatives to a local Landfill Siting Committee
20 with the intent to negotiate and if necessary, arbitrate with applicant concerning the proposed
21 expansion; and
22

23 WHEREAS, the Landfill Siting Committee’s role was to negotiate with the landfill
24 owner to mitigate local impacts and to compensate for those impacts that cannot be eliminated
25 for the community and neighbors; and
26

27 WHEREAS, effective October 30, 2020, GFL Everglades Holdings, LLC acquired all of
28 the equity interest in Advanced Disposal Services Seven Mile Creek Landfill, LLC, whereby
29 Advanced Disposal Services Seven Mile Creek Landfill, LLC became a wholly owned
30 subsidiary of GFL, and pursuant to that acquisition, GFL agreed to the same terms and
31 conditions in effect with ADSSMCL prior to the acquisition and name change; and
32

33 WHEREAS, after several years, the Landfill Siting Committee, on September 15, 2022,
34 voted unanimously to recommend a Final Negotiated Agreement with owner operator GFL
35 regarding its expansion of the Seven Mile Creek Landfill; and
36

37 WHEREAS, as part of the final negotiations on the distribution of tonnage fees, attached
38 is also an Intergovernmental Agreement that sets the fee distribution process moving forward and
39 names the City as fiscal agent; and
40

41 WHEREAS, Eau Claire County, who is represented on the Local Landfill Siting
42 Committee, must approve the Agreement before it can become effective.
43

44 NOW, THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors,
45 that the “Seven Mile Creek Landfill Expansion Final Negotiated Agreement”, dated September
46 2022, in substantially the form as attached to this resolution is hereby approved.

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BE IT FURTHER RESOLVED that the Agreement approved is explicitly for the proposed expansion only and not to be considered approval for further landfill expansions, which may be proposed.

BE IT FURTHER RESOLVED, that the Eau Claire County Administrator and the Eau Claire County Clerk are hereby authorized to execute the agreement on behalf of Eau Claire County.

ADOPTED

Committee on Administration

VOTE: _____ AYE _____ NAY

SGM/yk

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
SEVEN MILE CREEK LANDFILL:
IMPACTED LOCAL GOVERNMENTS**

I. PARTIES

This Intergovernmental Cooperative Agreement (“Agreement”) is hereby made by and between the City of Eau Claire, a municipal corporation (hereinafter referred to as the “City”), Eau Claire County, a body politic and corporate (hereinafter referred to as the “County”), and the Town of Seymour, a body politic (hereinafter referred to as the “Town”) each of which may be herein referred to collectively as the “Parties”, for intergovernmental cooperation in accordance with Wisconsin Statutes § 66.0301.

II. BACKGROUND

The Seven Mile Creek Landfill (the “Landfill”) is located within the City, County and Town. The Parties have entered into several successive Final Negotiated Agreements, the current such Final Negotiated Agreement effective September 30, 2022, (hereinafter referred to as the “Siting Agreement”) with the operator of the Landfill according to Wis. Stats. s. 289.33. The Parties and their residents are substantially impacted by the Landfill. Even after making best efforts to eliminate or mitigate such impacts, the Parties are impacted by serving as the municipal host or neighboring communities. In recognition of and as partial compensation for these and other impacts, the Parties collectively receive a tonnage fee (the “Funds”) from the Landfill operator (“Operator”) and enter into this Agreement to ensure the continuation of the prompt, professional receipt and distribution of the Funds.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to document the responsibilities of the Parties related to the Siting Agreement, which among other purposes is a shared revenue resource used by the Parties to partially offset substantial organizational and community impacts related to the Landfill in addition and distinct from those substantial individual impacts realized by some of their residents for which there is separate compensation. The responsibilities of the Parties under this Agreement include the receipt and distribution of the Funds. This Intergovernmental Cooperative Agreement is specifically authorized under Wis. Stats. §§59.52(7) and 66.0301.

IV. TERM OF AGREEMENT

This Agreement shall commence upon approval of the Parties. The term shall run concurrent with the Siting Agreement. The Agreement shall renew automatically with the approval of any subsequent Siting Agreement unless modified in writing and approved by all Parties. This Agreement shall not be terminated without prior termination of the Siting Agreement or any successor thereto.

V. RECEIPT OF FUNDS / FISCAL AGENT

A. The City shall serve as the fiscal agent for the Funds. The City shall receipt Funds from the Operator and promptly distribute the entirety of the Funds received to the Parties pursuant to Section VI Distribution of Funds herein. The City

shall send the County and Town their respective portions of the Funds within thirty (30) days of receipt from Operator.

B. The City shall be the fiscal agent and perform such typical accounts receivable and payable functions as a service to its fellow Parties and as a portion of the substantial impact occasioned upon the City due to the Landfill. Auditing, collection, legal or any and all other costs beyond typical accounting functions shall be shared by the Parties according to their fee distribution percentage allocation herein. Any such costs reasonably anticipated shall be noticed to the Parties pursuant to this Agreement and once incurred shall be promptly repaid to the City by the other Parties no more than thirty (30) days of invoice by the City, or the City may deduct any such outstanding amounts from future distributions of Funds.

VI. DISTRIBUTION OF FUNDS

The Funds shall be distributed to the Parties as follows and thereafter budgeted and appropriated by each government body pursuant to state law and as each determines to be in the public interest. Only the governing bodies of the Parties have such authority and any other agreement, action, or statement to the contrary, expressly including without limitation the Siting Agreement with the Landfill or the Standing Committee created thereunder, is null and void.

Town of Seymour	37.5%
Eau Claire County	37.5%
City of Eau Claire	25%

By way of example only and not binding or predictive of future receipt of Funds, the following is the total receipt of Funds for 2021 and the respective distribution of Funds to the Parties based on the same distribution percentage as stated above.

<u>2021 Totals</u>	
Total Tonnage Fees (“Funds”)	\$ 496,201
Town of Seymour	\$ 204,295
Eau Claire County	\$ 169,829
City of Eau Claire	\$ 122,077

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Parties to:

City of Eau Claire	City Clerk City Hall 203 S. Farwell Street Eau Claire, WI 54701
Eau Claire County	County Administrator Eau Claire County Courthouse

721 Oxford Avenue
Eau Claire, WI 54703,

Town of Seymour Town Chair
Seymour Town Hall
6500 Tower Drive
Eau Claire, WI 54701

VIII. MUTUAL IDEMNIFICATION

The Parties agree to hold one another harmless from and against all claims, actions, judgments, costs, and expenses including reasonable attorney’s fees arising out of damages or injuries to persons or their tangible property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The Parties shall give to each other prompt and reasonable written notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

IX. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

X. APPLICABLE LAW

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Eau Claire County Circuit Court.

XI. SECTION HEADINGS

The headings of the sections hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIII. MODIFICATIONS / AMENDMENT

There shall be no modifications to this Agreement, except in writing, signed by each and every of the Parties. Any party desiring to propose an amendment shall do so on or before March 1 of a given year by written notice to the other Parties, who shall then review the proposal between their senior executive officers or designees, with any amendment requiring legislative body approval on or before December 1 to become effective as of the next following January 1 following approval by all Parties. Failure of a single Party to agree to an amendment shall not affect the operation of this original Agreement.

XIV. INTEGRATION OF AGREEMENT

A. This entire Agreement and understanding between the Parties is contained herein, supersedes all prior discussions and negotiations and/or previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.

B. This Agreement may only be amended in writing and signed by all Parties. The terms and conditions of this Agreement shall extend to and bind the Parties, the officers, governing bodies, employees, representatives, successors, and assigns of the Parties.

C. The Parties represent and warrant that they have full authority to enter into this Agreement and that any person or entity executing in a representative capacity for the party has full authority to do so.

IN WITNESS WHEREOF, the Parties hereto, having read and understood the entirety of this Agreement, and being fully authorized to do so, hereby affix their duly authorized signatures:

CITY OF EAU CLAIRE BY:

STEPHANIE A. HIRSCH
CITY MANAGER

DATE

EAU CLAIRE COUNTY BY:

KATHRYN SCHAUF
COUNTY ADMINISTRATOR

DATE

TOWN OF SEYMOUR BY:

JESSICA JANSSEN
TOWN CHAIR

DATE

SEVEN MILE CREEK LANDFILL EXPANSION

FINAL NEGOTIATED AGREEMENT

October 2022

OPERATOR

Seven Mile Creek Landfill, LLC
A Subsidiary of GFL Everglades Holdings, LLC

AFFECTED MUNICIPALITIES

City of Eau Claire
Town of Seymour
Eau Claire County

SEVEN MILE CREEK LANDFILL EXPANSION
FINAL NEGOTIATED AGREEMENT

OPERATOR:

SEVEN MILE CREEK LANDFILL, LLC.
A SUBSIDIARY OF GFL EVERGLADES HOLDINGS, LLC

AND

AFFECTED MUNICIPALITIES:

CITY OF EAU CLAIRE
TOWN OF SEYMOUR
EAU CLAIRE COUNTY

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TITLE AND INTRODUCTION

This Agreement (“Agreement”) is made and entered into by and between Seven Mile Creek Landfill, LLC (“SMCL”), a Wisconsin corporation (hereinafter referred to as “Operator”) and the Town of Seymour, the City of Eau Claire and Eau Claire County (hereinafter referred to as the “Affected Municipalities”), unless otherwise specified.

This Final Negotiated Agreement is the final product of the negotiating process provided for under § 289.33, Wis. Stats. This Agreement between the Negotiating Committee and the Operator shall be deemed a Final Agreement upon approval thereof by the Negotiating Committee, the Affected Municipalities and the Operator.

This Agreement shall be known as the “SMCL: Seven Mile Creek Landfill Expansion Final Negotiated Agreement.”

ARTICLE I

DEFINITIONS

Active Fill Area means the total capacity approved by the Department of Natural Resources as the Disposal capacity for the Disposal of Solid Waste by the Operator at the Solid Waste Facility, in the area depicted and described in Exhibits A and B, herein incorporated by reference in this Agreement.

Acknowledged Transporter means any person who is identified in writing by the Operator at any time as a transporter of Solid Waste to and from the Solid Waste Facility and/or any person who disposes Solid Waste in the Active Fill Area at the Solid Waste Facility for the purpose of conducting business-related Disposal. Acknowledged Transporters do not include residents or businesses in the Town of Seymour who are transporting Solid Waste to the Solid Waste Facility for disposal pursuant to Article VI, Paragraph 5.

Affected Municipality or **Affected Municipalities** shall mean the Town of Seymour, City of Eau Claire and Eau Claire County. Where this agreement uses the plural term “Affected Municipalities,” it shall also be read to include and mean each and any of the Affected Municipalities.

Agreement or **Final Agreement** means this Final Negotiated Agreement, approved by the Negotiating Committee and the Operator, and thereafter approved by the Town, County and City and accepted by the Waste Facility Siting Board as the Final Negotiated Agreement under §289.33, Wis. Stats.

City means the City of Eau Claire.

County means Eau Claire County.

Department or **DNR** means the Wisconsin Department of Natural Resources or its successor agency. This also includes multiple agencies to the extent that the existing responsibilities of the Department of Natural Resource are divided among new or additional agencies.

Design Management Zone means the area defined by NR 140.22(3), Wis. Admin. Code.

Discharge means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying, dumping or otherwise disposing of Solid Waste at the Solid Waste Facility, or the dissemination of such wastes or materials by Acknowledged Transporters bringing such wastes to the Solid Waste Facility; except as legally permitted in connection with Disposal Operations at the Solid Waste Facility.

Disposal or **Dispose** means the Discharge, deposit, injection, dumping or placing of Solid Waste at the Solid Waste Facility.

Disposal Operations means any activities at the Solid Waste Facility related to or associated with the transfer, transportation or Disposal of Solid Waste, including but not limited to the constructing, capping, transporting construction or capping materials, surveying, environmental monitoring, environmental testing, repairing, maintaining, closing and long-term care of the Solid Waste Facility. Disposal operations include but are not limited to treatment of solid waste, such as bioremediation and liquid solidification, prior to disposal in the Active Area; Storage of Solid Waste; maintenance of a collection and separation facility for recyclable material; composting operations; gas extraction; energy generation; and leachate treatment and recirculation.

Dollars or \$ means United States dollars.

Emergency means an unforeseen circumstance at any time at the Solid Waste Facility that jeopardizes the public health and safety of persons or property in the Affected Municipalities.

Expansion means the 4,130,000 cubic yard increase by the Operator of the design capacity of the Solid Waste Facility which was approved by the Department of Natural Resources June 19, 2020 and June 30, 2021. The approved design capacity is 14,692,389 cubic yards (formally approved 10,562,389 cubic yards plus 4,130,000 yards).

Effective Date or **Expansion Effective Date** means September 30, 2022, except for provisions related to Property Value Protection. For Property Value Protection, the Effective Date or Expansion Effective Date shall be January 1, 2023.

Final Closure means the date at which time no further Solid Waste is Disposed in the Active Fill Area by the Operator which shall be the earliest of the following:

- A. the date the Operator notifies the Affected Municipalities in writing that the Operator no longer will Dispose of Solid Waste in the Active Fill Area;
- B. the date the Department orders the Operator, in writing, to no longer Dispose of Solid Waste in the Active Fill Area; or
- C. the date the Operator has Disposed of in the Active Fill Area the number of in-place cubic yards of both Solid Waste and daily and intermediate cover materials in the Active Fill Area approved for Disposal by the Department.

Hazardous Waste means any waste identified or defined as a Hazardous Waste by the Department, under § 289.01(12), § 291.01(7) or § 291.05, Wis. Stats., or regulations adopted by the Department in Chapter NR 600 through 690, Wis. Admin. Code, or its successor chapters.

Initial Term shall commence on the Effective Date of this Agreement and shall continue through Final Closure, but does not apply to the Operator's obligations that continue after Final Closure.

Local Approvals means any local approval as defined in § 289.33, Wis. Stats., or its successor provisions. Local Approvals shall include zoning and conditional use permits.

Local Committee or **Negotiating Committee** shall mean the Negotiating Committee created under Chapter 289.33, Wis. Stats., which consists of four (4) City of Eau Claire members, four (4) Town of Seymour members, and two (2) Eau Claire County members.

Long-Term Care or **Long-Term Care Operations** means any activities at the Solid Waste Facility, including routine care, maintenance and monitoring, that occur any time following the Final Closure of the Active Fill Area.

The **Operator** is Seven Mile Creek Landfill, LLC, its successors or assigns.

Pre-existing Local Approvals means any Pre-Existing Local Approvals as "Pre-Existing Local Approvals" are defined in § 289.33(3)(fm), Wis. Stats., or its successor provisions. Pre-existing Local Approvals shall include zoning and conditional use permits.

Recyclable Materials means materials listed in § 287.07(1m)-(4), Wis. Stats., as amended from time-to-time, excepting those listed materials for which the Department has granted an exception or variance, for the period such exception or variance remains in effect.

Solid Waste means any garbage, ash, refuse, rubbish, sediments, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, residential, mining and agricultural operations, and from community activities wheresoever generated without regard to political boundaries or jurisdiction. Solid Waste includes, but is not limited to, paper, wood; metal, glass, cloth and products thereof; litter and street rubbish; lumber, concrete, dirt, stone, plastic, bricks, tar, asphalt, plaster, masonry, and other debris resulting from the construction or the demolition of structures, buildings, roads and other manmade structures. Solid Waste does not include solids or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Chapter 283, Wis. Stats., or its successor chapter, or source materials as defined in s. 254.31(10) or its successor sections, special nuclear material as defined in s. 254.31(11) or its successor sections, or by-product material as defined in s. 254.31(3), Wis. Stats., or its successor section. Solid Waste as used in this Agreement does not include Hazardous Waste.

Solid Waste Facility means the Solid Waste Disposal facility in Eau Claire County specifically depicted in Exhibit B. It includes both the Active Fill Area and the other land depicted in Exhibit B.

Special Waste is waste that is regulated pursuant to a DNR approved Special Waste Acceptance Plan, as part of an approved Plan of Operation.

Standing Committee means the committee established under Exhibit D.

Storage or **Store** means the holding of Solid Waste, excluding Recyclable Material, at the Solid Waste Facility, at the end of which period the Solid Waste is to be then transported away from the Solid Waste Facility.

Town means the Town of Seymour.

Waste Facility Siting Board means the Wisconsin Waste Facility Siting Board or its successor agency.

Wisconsin Administrative Code means the Wisconsin Administrative Code as amended from time to time.

Wisconsin Statutes means the Wisconsin Statutes as amended from time to time.

ARTICLE II

SITE INFORMATION

1. Address of Solid Waste Facility.

The location and mailing address of this Solid Waste Facility is:

Seven Mile Creek Landfill, LLC
8001 Olson Drive
Eau Claire, WI 54703

2. Active Fill Area Description.

The Active Fill Area is described and depicted in Exhibit B attached hereto.

3. Owner.

The current owner of the Solid Waste Facility is Seven Mile Creek Landfill, LLC (“SMCL”). Such company is referred to as “Operator.” All of Operator’s responsibilities herein shall be guaranteed by GFL Everglades Holdings, LLC in the event that Operator is unable to complete or comply with its obligations set forth under this Agreement, as provided for in this Agreement, unless and until such guarantee or its equivalent financial assurances are assumed and provided by a transferee as provided in Article IV, Paragraph 20.

ARTICLE III
TRANSPORTATION

1. Access to Landfill.

Ingress and egress to the Landfill shall only be gained from County Highway Q.

2. Vehicle Requirements.

During the Initial Term, the Operator and any affiliate and/or Agent of SMCL and Acknowledged Transporters shall use transport vehicles which are designed, constructed, and, to the extent appropriate, are equipped with covers with the intent to prevent or substantially eliminate Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, releasing, blowing out of or otherwise escaping from such transport vehicles onto any public or private property in the Affected Municipalities, excluding the Active Fill Area. Operator shall take reasonable steps to ensure that Acknowledged Transporters comply with these same requirements and Operator shall document those steps taken and provide such documents as requested to the Affected Municipalities or Standing Committee. Those steps shall include inspecting trucks entering the facility for compliance with these requirements, and randomly inspecting at least five (5) trucks per day leaving the facility (Monday – Friday) to ensure all debris is removed, or to the extent any debris remains, that it is secured and will not blow out of or otherwise escape from the truck once the truck leaves the premises. The Operator shall keep a log of truck inspections including any incoming non-compliant vehicles subject to inspection under this paragraph to demonstrate compliance with this section.

Except for vehicles used by Operator to collect litter in association with Operator's duties in Article III, Section 3, in the event Solid Waste does not arrive at the Solid Waste Facility in transport vehicles that are designed, constructed, loaded, and maintained in such a manner as to comply with Article III Section 2, or that the vehicles are not equipped with the proper covers to comply with Article III, Section 2, then the Operator shall take the following steps and actions:

- A. The Operator shall immediately notify the transport vehicle's driver and the transport vehicle's owner of its violation of both this Article III and the Acknowledged Transporters Compliance Policy and Agreement.
- B. The Operator may allow the vehicle to dispose its load, but the Operator shall notify the transport vehicle's driver and the transport vehicle's owner that it must remedy the violation and/or noncompliance before returning with the transport vehicle to the Solid Waste Facility.
- C. The Operator shall notify the transport vehicle's driver and the transport vehicle's owner that a second violation of this Article III and the Acknowledged Transporters Compliance Policy and Agreement shall result in a turnaround of the vehicle and that continued violations and/or noncompliance with this Article III and the Acknowledged Transporters Compliance Policy and Agreement shall result in the termination of that Acknowledged Transporters' ability to deposit waste at the Solid Waste Facility.

- D. The Operator shall turn away any transport vehicle or driver from the Solid Waste Facility that has failed to remedy any violation and/or noncompliance with this Section 2 and the Operator shall continue to turn away such vehicle or driver until such violation and/or noncompliance is remedied.
- E. As appropriate, Operator shall terminate an Acknowledged Transporter per Article III, Section 7.
- F. The Operator shall document and retain records of its activities under this Section. Such documentation shall include, but is not limited to the vehicle's license plate number, USDOT or other identification number, applicable time of day and date(s), type of vehicle violation, and steps Operator took to comply with this Section. Operator shall retain these records for a period of two (2) years.
- G. The Operator shall provide the documentation and records to the Standing Committee and/or Affected Municipalities on at least a quarterly basis or if otherwise requested by the Standing Committee or Affected Municipalities.

The parties to this Agreement acknowledge that a breach of the requirements of Article III, Section 2 will result in additional costs and damages to the Affected Municipalities, that the value of such damages is difficult to ascertain, and that the payments provided for in this paragraph reflect the good faith effort of the parties to determine the value of the costs and damages. In the event that the Operator has breached Article III, Section 2 Operator shall pay the SMCL Fund the following stipulated amounts:

First breach in a 12-month period	\$250 per incident
Second breach in same 12-month period	\$500 per incident
Third breach in same 12-month period	\$1,000 per incident
Any subsequent breach in same 12-month period	\$1,000 per incident

The Operator shall cooperate with the Affected Municipalities in connection with their enforcement of any local ordinances designed to prevent or substantially eliminate any portion of any Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, or blowing out of such transport vehicles onto any public or private lands in the Affected Municipalities, excluding the Active Fill Area.

3. Litter.

During the Initial Term, the Operator will monitor County Highway Q within three miles to the west and one mile to the east of the landfill entrance and will pick up litter on a regular and continuing basis, no less than once per day (except in the event adverse weather prevents pick-up on the day in question) and after notification of litter issues from representatives of either the Affected Municipalities or the Standing Committee, Operator shall also pick up litter in a responsive, timely manner. In the event adverse weather prevents pick-up under this Section 3, Operator shall document the adverse weather and the reason why the weather prevented Operator from fulfilling its duties under this Section 3. In this Article III, "adverse weather" shall be defined as an exceptionally adverse weather event which directly and significantly impedes the ability of Operator to fulfill its duties, and such events may include flooding, a blizzard, tornado,

earthquake, or other act of God. Operator shall document and retain records of its activities under this Section.

4. Tracking of Foreign Materials.

During the Initial Term, and until Final Closure, the Operator will take reasonable measures designed to prevent or substantially eliminate foreign material from being tracked onto County Highway Q and will be responsible for removing any foreign material on County Highway Q within one mile of the landfill entrance resulting from Disposal Operations or other activities associated with the Solid Waste Facility. Operator further agrees to inspect County Highway Q for the presence of foreign materials within one mile of the landfill entrance on a regular and continuing basis, no less than once per day (except in the event adverse weather prevents pick-up during the day in question), and to remove any foreign materials that are discovered during said inspections. After notification of the presence of foreign materials from representatives of either the Affected Municipalities or the Standing Committee, Operator shall also inspect and remove foreign materials from County Highway Q in a responsive, timely manner. In addition to the requirements of this paragraph, for the purpose of reducing and mitigating runoff of foreign materials from County Highway Q into Seven Mile Creek, Operator shall also take reasonable steps to remove foreign materials on County Highway Q as it approaches and crosses Seven Mile Creek and extending to the banks of Seven Mile Creek. (A map showing the area subject to the requirements of this Section 4 is attached as Exhibit I).

5. Transporters of Solid Waste.

A. List of Acknowledged Transporters.

Within thirty (30) days after the beginning of the Initial Term, the Operator shall prepare a list of its then Acknowledged Transporters. The list shall contain the names, addresses and telephone numbers of the Acknowledged Transporters and their DNR permit numbers. The initial list shall be made available by the Operator for inspection by the Standing Committee and shall be updated annually. Such updates shall be made available to the Standing Committee. This information shall be subject to the Confidentiality Agreement reflected in Article VII, Paragraph 4 below.

B. Notice of Agreement and Acknowledged Transporters Compliance Policy.

During the Initial Term, the Operator shall notify in writing the Acknowledged Transporters who transport Solid Waste to the Solid Waste Facility for Disposal in the Active Fill Area of the applicable provisions of this Agreement. Such written notice shall be provided to such Acknowledged Transporters when they commence transporting Solid Waste to the Active Fill Area. With respect to Acknowledged Transporters that are not the Operator or any affiliate of GFL Everglades Holdings, LLC, the provision and execution of Exhibit G shall constitute a reasonable step to ensure Acknowledged Transporters comply with the requirements of Article III, Paragraph 2 above. Operator shall obtain and enforce executed copies of Exhibit G from all Acknowledged Transporters. Operator shall document when Operator turns back Acknowledged

Transporter because of Acknowledged Transporter's failure to follow the terms of this Final Agreement. Operator shall retain such records for a period of two (2) years after the turn-back and shall provide copies of those records upon request to the Affected Municipalities or Standing Committee.

6. Clay Transportation.

The Operator agrees that clay to be used in the construction of the Active Fill Area shall not be transported on any County trunk highways other than CTH Q between STH 53 and the Solid Waste Facility. Additionally, the Operator will not use other streets, highways or roads of the Affected Municipalities for such clay transportation, except to the extent necessary due to closure of CTH Q. In the event that a clay source becomes available such that a different route may be utilized, the Standing Committee shall have the authority to negotiate temporary use of such a route.

7. Termination of Acknowledged Transporters

The Operator shall terminate an Acknowledged Transporter who repeatedly violates provisions of this Agreement. Violations shall include, but are not limited to, failure to use County Highway Q as the ingress and egress point to the Solid Waste Facility, pursuant to Article III, 1, above; failure to meet vehicle requirements, pursuant to Article III, 2 above; improper discharge of waste on roadways; or for any other activity which would constitute a violation of this Agreement.

ARTICLE IV

OPERATIONS AT THE SOLID WASTE FACILITY

1. Reports to the Affected Municipalities.

A. Notice of Reports from the Operator.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall make available to the Standing Committee all written reports and written correspondence provided by the Operator to the Department or to any other state or federal environmental agency or to any state or federal court provided said reports and correspondence are associated with the operation of the Solid Waste Facility, excluding any tax or corporate filings, and including any recycling information that any Affected Municipality requests that is needed for reporting requirements. These copies shall be made available by the Operator at no cost to the Standing Committee. Operator shall provide an annual summary to the Standing Committee to review and explain the data from groundwater monitoring, surface water monitoring, and other environmental monitoring reports, including whether any exceedances of applicable regulatory standards occurred and actions taken to address the same.

B. Notice of Reports from Government Agencies.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall make available to the Standing Committee written copies of all written reports and written correspondence received by the Operator from the Department or from any other state or federal environmental agency or from any state or federal court provided said reports and correspondence are associated with the operation of the Solid Waste Facility excluding tax and corporate filings. These copies shall be made available by the Operator at no cost to the Standing Committee.

C. Residential Concerns of the Affected Municipalities.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall provide to the Standing Committee, within seven (7) days of receipt by the Operator, copies of all written letters, written reports and other written correspondence, except general notifications or general mailings to all residents or property owners, received by the Operator from any public official of any of the Affected Municipalities or from any resident of the Affected Municipalities where the above-noted letters, reports or correspondence are associated with the operation of the Solid Waste Facility. These copies shall be provided by the Operator at no cost to the Standing Committee.

The Operator shall also record verbal contacts from residents and retain written correspondence from residents containing complaints or reports regarding odor, noise, litter, debris, dust, dirt, foreign materials, rodents, water contamination, or other similar types of reported matters that are alleged to be associated with the operation of the Solid Waste Facility. These copies shall be made available by the Operator at no cost to the Standing Committee and Eau Claire City-County Health Department.

D. Designated Filing Space.

A designated file cabinet(s) will be provided at the Operator's office which contains an organized file system for all items referenced in preceding Sections A, B, and C immediately above. Such files will be made available to the Standing Committee during normal business hours.

E. Standing Committee.

The Operator shall provide to each Standing Committee member a digital packet of information at least two weeks prior to the scheduled Standing Committee meeting. The packet of information shall include at minimum: (1) an overview of the previous quarter activities; (2) communications log/copy of correspondence from the previous quarter; and (3) responses to the communications and any appropriate follow-up actions, if any.

2. Hours and Days of Operations.

Except during an Emergency, the Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall not conduct any Disposal Operations or Long-Term Care Operations, including but not limited to any construction, capping or transportation for construction or capping; at the Solid Waste Facility, nor shall it allow any Disposal Operations or Long-Term Care Operations at the Solid Waste Facility, before 6:30 a.m., Monday through Saturday. Except during an Emergency, the Operator shall terminate all Disposal Operations and Long-Term Care Operations and it shall not allow any Disposal Operations or Long-Term Care Operations at the Solid Waste Facility, after 5:30 p.m., Monday through Saturday. Covering operations may continue for one and one half hours after 5:30 p.m., i.e., until no later than 7:00 p.m. Except during an Emergency, the Operator shall not conduct any Disposal Operations or Long-Term Care Operations, nor shall it allow any Disposal Operations or Long-Term Care Operations by its agents, by its Acknowledged Transporters or by any other parties at the Solid Waste Facility on Sundays or on the following holidays: Christmas Day, Thanksgiving, Labor Day, New Year's Day, Memorial Day and Independence Day: For the avoidance of doubt and for purposes of this paragraph only, "Disposal Operations" and "Long Term Care Operations" shall be deemed to include the operation of any vehicles, machinery or equipment by Operator, but shall exclude Emergency operations, snow removal, security operations, monitoring; operation of stationary equipment related to mechanical bioremediation, landfill gas control and management and electrical generation resulting therefrom, leachate management including transportation to an off-site facility, or other operations inside enclosed buildings.

In addition, the above-noted hours and days of operation may be temporarily amended by the Standing Committee when and for such duration as the Standing Committee deems necessary to protect and serve the public health and safety in the Affected Municipalities or in response to requests for extended hours from the Operator, such as for landfill construction, remediation, holidays or events of nature (wind storms, floods, or other catastrophic events), or similar unforeseen events; provided that the decision whether to amend such hours and days of operation shall be within the sole discretion of the Standing Committee.

3. Dust, Dirt and Debris Control at the Solid Waste Facility.

a. The Operator, during the Initial Term, and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall take-reasonable actions to control the blowing of dust, dirt and debris from the Solid Waste Facility.

b. In this subsection, the Operator, during the Initial Term, agrees to implement sweeping and watering practices on roadways, drives, and other areas traveled by trucks within the Property Boundary (except in the event adverse weather prevents sweeping and watering practices). Operator shall cover debris deposited in the Active Fill Area as quickly as practicable and shall maintain an odor suppression system and utilize it or other masking agents as necessary as determined by the Operator to help manage odor. Consistent with the Plan of Operation, GFL will expand the odor mitigation strategies to also include thicker cover as needed, expand the odor monitoring form to include weather conditions, windspeed and direction, location of complainant, cause of the odor and corrective action taken, and will evaluate electronic or mechanical odor detection devices, including those used at other landfills in order to quantify odors and reduce subjectivity.

To address the increased height of the Expansion, Operator shall take additional measures to mitigate blowing debris and other materials from the Solid Waste Facility. including, but not limited to:

a. Installing and maintaining fencing and/or appropriate screens of a sufficient height (no less than 8 feet) and material (e.g., chain link) to capture debris before it exits the Solid Waste Facility's boundaries; See attached Exhibit C.

b. Cleaning and eliminating debris on such fencing and screening at least once per day.

c. Wind speed and direction shall be monitored at the Solid Waste Facility by use of an on-site weather station and recorded and maintained. On any day where winds gust or are sustained at 25 mph or more, the Operator shall engage in appropriate measures to minimize the potential for litter to escape the Landfill and will engage in clean-up activities for any litter that escapes the Landfill. Consistent with the Plan of Operation, these mitigation measures also include additional litter control measures (e.g., waste cover) and reducing truck speeds and increasing watering.

d. The Operator shall utilize portable fencing and/or appropriate screens in areas where trucks are dumping to mitigate dust and debris.

4. Groundwater Monitoring.

The Operator shall undertake the groundwater monitoring program (including private wells) required by the Department, imposed as a condition of its finding of feasibility, or any subsequent requirement made by the Department to test groundwater or private wells.

Operator shall directly report results of groundwater and surface water monitoring results (both for individual landowners and on-site monitoring) to Eau Claire City-County Health Department and the Standing Committee if landowner opts into disclosure to Health Department and Standing Committee

Routine Private Well Monitoring shall be performed as described in Exhibit F.

5. Noise.

During the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, the decibel readings generated at the Solid Waste Facility shall not exceed 70 decibels (as measured on the “A” scale, slow response) at the property line, excluding only noise that is caused by vehicular travel coming to and from the Solid Waste Facility; except that the decibel readings during construction activities shall not exceed 80 decibels (as measured on the “A” scale, slow response) at the property lines adjacent to the north, south and east perimeters of the Active Fill Area. In the event that residents in the vicinity of the north boundary of the Solid Waste Facility complain about noise associated with construction activities that exceed 70 decibels, the Standing Committee may impose further reasonable temporary restrictions to reduce the effect of those activities, including but not limited to hours of operation restrictions that do not substantially interfere with the overall duration of these activities.

6. Air Quality.

The Operator shall meet all air quality standards as set forth in Exhibit E.

7. Prevention and Control of Rodents, Birds and Insects at the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall Dispose of Solid Waste in the Active Fill Area and shall conduct any Disposal Operations at the Solid Waste Facility in such a manner as to control and minimize rodent, bird (including but not limited to gulls and pigeons) and insect harborage through a vector control program, including but not limited to the application of pesticides, rodent and bird control measures, and agreed upon innovative or alternative control measures.

8. Fire, Disaster and Hazard Control.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall conduct any Disposal Operations at the Solid Waste Facility (including the Disposal of Solid Waste as authorized by this Agreement and the DNR) in such a manner as to minimize fires and explosions at the Solid Waste Facility and minimize any fire hazards or any potentially explosive hazards from occurring at the Solid Waste Facility.

9. Erosion, Run-off and Surface Water.

A. Erosion Restrictions.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, will control surface water runoff and erosion by compliance with surface water control provisions of the plan of operation and post-closure and long-term care plans for the Solid Waste Facility, as approved and as modified by the Department.

B. Abatement of Erosion.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, upon written notice by the Standing Committee or any of the Affected Municipalities describing to the Operator the location of any surface water run-off or erosion discharged from the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations onto any other lands located in the Affected Municipalities shall take appropriate and necessary actions to abate or remove-the described run-off or erosion from such other lands within three (3) days of written notice or the following business day in the case of a weekend: or holiday, subject to the Operator's right to challenge the same.

C. Surface Water.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility. for all post-closure and long-term care requirements is terminated by the DNR whichever is later, shall take appropriate and necessary actions to minimize the accumulation of surface water in the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations, and shall direct all surface water coming into contact with Solid Waste or accumulating in the Active Fill Area into an appropriately maintained leachate collection system. The Operator shall take the reasonable and necessary actions to direct all surface water from the Active Fill Area and other areas used in connection with current or prior Solid Waste Disposal or other Disposal Operations not coming into contact with the Solid Waste into the appropriately maintained sedimentation

basin located at the Solid Waste Facility. The Operator shall not Discharge water nor shall it allow the Discharge of water from any sedimentation basin at the Solid Waste Facility into any surface water drainage area at the Solid Waste Facility until the surface water discharge complies with the appropriate regulations and requirements of the Department.

10. Security.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall maintain a chain link or woven wire fence in the location and as depicted in Exhibit C. Operator shall also employ or retain at the Solid Waste Facility the employees; personnel and/or equipment necessary to provide and maintain proper security throughout the Solid Waste Facility, including but not limited to the Active Fill Area, for the purpose of controlling physical access by unauthorized parties to or unauthorized Disposal at the Solid Waste Facility.

11. Odor Control.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall take all reasonable steps to prevent and abate objectionable odors at the Solid Waste Facility, and emanating from the Solid Waste Facility, including but not limited to controlling odor by implementing proper landfilling operations in compliance with applicable DNR regulations; applying daily cover in compliance with the DNR approved plan of operation; using alternative daily cover when cover material is the source of objectionable odors; and through implementation of a DNR-approved gas control system. Nothing in this section shall waive or limit the ability of the Affected Municipalities to seek action by the Operator to abate objectionable odors notwithstanding the Operator's compliance with Department requirements.

12. Leachate Management.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall be responsible for the management of the leachate at the Solid Waste Facility and for its transportation for off-site treatment and/or disposal, except to the extent that responsibility for such leachate transportation is assumed by one of the Affected Municipalities under separate written agreement. Operator shall take all reasonable steps to prevent the release, spill or discharge of such leachate and, if such leachate is released, spilled or discharged, to remediate such release, spill or discharge and restore the affected environment to the extent practicable; provided that recirculation of leachate in compliance with the DNR-approved plan of operation shall not be deemed a release, spill or discharge under this paragraph.

13. Temporary/Emergency Closure of Active Fill Area.

During the Initial Term, the Operator shall notify in writing within forty-eight (48) hours (excluding weekends and holidays observed by the Affected Municipalities), the Clerks for the Affected Municipalities, the County Administrator and Standing Committee of any temporary or Emergency closure of the Active Fill Area, including but not limited to any temporary or Emergency closure of the Active Fill Area ordered by the Department. The Operator shall provide in its written notice to the Affected Municipalities and Standing Committee the specific reasons, to the extent known, for such temporary or Emergency closure of the Active Fill Area.

14. Access to the Solid Waste Facility.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall allow the Affected Municipalities or Standing Committee and their officers, employees or agents, the right of immediate and unobstructed access to enter the Solid Waste Facility during any Emergency at the Solid Waste Facility. They shall also have the right of access to enter the Solid Waste Facility during normal operating hours upon reasonable notice from the Affected Municipalities, the Standing Committee or their respective representatives or members. Physical access to the Solid Waste Facility shall be allowed:

- A. to Observe Disposal Operations at the Solid Waste Facility;
- B. to sample and test groundwater, surface water, leachate and air quality at the Solid Waste Facility (provided that the Operator shall be given the opportunity to have an employee present and to take a split sample);
- C. to sample and test characteristics of the Solid Waste at the Solid Waste Facility (provided that the Operator shall be given the opportunity to have an employee present and to take a split sample); or
- D. to take any reasonable and necessary action at the Solid Waste Facility during any Emergency to protect the public health and safety of the residents of or property in the Affected Municipalities.

The Operator shall be given reasonable opportunity to accompany the designated officers, employees or agents of Affected Municipalities or the Standing Committee. In addition, the activities of the designated officers, employees or agents shall be conducted so as to not unreasonably interfere with the normal business operations at the Solid Waste Facility. Copies of any non-privileged documents generated by such activities shall be provided to the Operator upon its request.

15. Hazardous and Other Unauthorized Waste Disposal Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, upon its receipt of any information that Hazardous Waste or other unauthorized waste has been Disposed in the Active Fill Area or any other location at the Solid Waste Facility, shall then give notice orally within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be given on the next business day) of its receipt of the information to the Affected Municipalities and Standing Committee. The Operator shall, in addition, notify the above-noted parties in writing within a forty-eight (48) hour period (excluding weekends and holidays observed by the Affected Municipalities) of the receipt of this information. Such notice shall describe the date of the occurrence and the type, amount and source of Hazardous Waste.

16. Hazards Notice.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall orally notify the Affected Municipalities and Standing Committee as soon as possible and no later than within twenty-four (24) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of information by the Operator of the following known or suspected hazards or known or suspected occurrences in the Active Fill Area or at any other location at the Solid Waste Facility: fires that are not immediately extinguished by the Operator without outside assistance, explosions, contaminated or polluted surface water, contaminated or polluted groundwater, explosive or combustible gases that are not controlled through Operator's methane gas system and hazardous gases or hazardous dust. The Operator shall, in addition, report in writing within forty-eight (48) hours (excluding weekends and holidays, in which case notice will be granted on the next business day) of the receipt of the information by the Operator regarding the above-noted known or suspected hazards and known or suspected occurrences, describing in detail the above noted known or suspected hazards or known or suspected occurrences, the location of such hazards or occurrences, any incidents of damages to persons or property that may have occurred as a result of the above-noted known or suspected hazards or occurrences and any actions taken or actions to be taken in the future by the Operator regarding the above-noted known or suspected hazards or known or suspected occurrences.

17. Responsible Managers.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall provide to the Affected Municipalities and Standing Committee, the names, titles, addresses and telephone numbers of any responsible manager or responsible managers retained by or employed by the Operator whose responsibilities to the Operator and whose authority from the Operator shall be to manage, control and administer the Disposal of Solid Waste in the Active Fill Area and to manage, control and administer any Disposal Operations at the Solid Waste Facility. The names or titles,

addresses and telephone numbers of the responsible managers shall be provided within five (5) business days after the Agreement is executed by the Negotiating Committee, Affected Municipalities and the Operator, and shall be updated whenever necessary thereafter, in writing, to provide the most current names or titles, addresses and telephone numbers of the current responsible manager or responsible managers.

18. Closure.

The Operator shall close the Active Fill Area as open green space in accord with the plan of operation as approved and amended by the Department.

The Operator shall, in consultation with and upon approval of the Standing Committee, develop a plan for the remaining areas of the Solid Waste Facility for the primary purpose of creating a nature conservancy area to support plant and animal species. The plan shall be consistent with the scope set forth in Exhibit I.

Upon final closing a sector(s) of the Active Fill Area, both before and after Final Closure, Operator shall plant and maintain grasses, pollinating plants and flowers, and other vegetation in that respective sector, provided such planting and maintenance is not prohibited by Wisconsin State Statutes and the Wisconsin Administrative Code and is not rejected by WDNR, for the purpose of creating a nature conservancy to support plant and animal species. Upon Final Closure, Operator will reasonably explore and consider reasonable commercial offers to utilize solar panels on the south-facing side of the Active Fill Area.

19. Restrictions on Waste Disposal.

A. Restrictions on Solid Waste Disposal.

Disposal of Solid Waste, including Special Waste, shall be limited to the Active Fill Area, at such times and under such conditions as are set forth in this Agreement and as are approved and authorized by the Department; except that Operator shall not Dispose of or allow the Disposal of PCB-containing sediments from or relating to any water body in volumes exceeding 25,000 tons per year and 375,000 tons during Operation of the Active Fill Area, except as expressly authorized in writing by the Standing Committee. Operator expressly agrees not to dispose of any PCB containing sediments from the Lake Michigan watershed.

B. Prohibition on Hazardous Waste Disposal.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure, shall not knowingly accept for Disposal, Dispose or allow the Disposal of Hazardous Waste in the Active Fill Area at the Solid Waste Facility. Additionally, Operator shall not seek authorization from the DNR to operate as a Hazardous Waste treatment, storage or Disposal Facility at the Solid Waste Facility.

20. Change in Ownership.

A. Applicability to Successors and Assigns.

This Agreement shall be applicable to the present Operator, Seven Mile Creek Landfill, LLC, its successors and assigns, and to any person acquiring any rights to ownership, possession, or operation in the Solid Waste Facility, except that this Agreement shall not apply to any person acquiring such rights exclusively to portions of the Solid Waste Facility that have never been used for or in connection with Solid Waste Disposal or other Disposal Operations.

B. Notification in Change of Ownership, Possession or Operation.

The Operator, shall notify the Standing Committee and the Affected Municipalities of any person acquiring any rights of ownership, possession, or operation in the Solid Waste Facility, except for any person acquiring such rights exclusively to portions of the Solid Waste Facility that have never been used for or in connection with Solid Waste Disposal or other Disposal Operations and provide proof that any such transferee has notice of and acknowledges this Agreement and the duties and obligations hereunder and has both the financial and operational ability to comply with the terms of this Agreement, the landfill license and state laws.

C. Transfer of Ownership, Possession or Operation.

The Operator shall provide documentation sufficient to demonstrate that such transferee has both the financial and operational ability to comply with the terms of this Agreement, the landfill license and State laws, including a financial guarantee equivalent to the Guarantee provided by GFL Everglades Holdings, LLC that is a part of this Agreement. The Affected Municipalities shall have standing to challenge such transfer if the transferee is not found to be financially able or operationally able to comply with the requirements of this Agreement, the Department landfill license or State law. The Affected Municipalities shall have thirty (30) days from receipt of the aforementioned documentation in which to bring action in circuit court to void such transfer, unless such deadline is extended by mutual agreement of the Affected Municipalities and the Operator.

21. Waiver of Local Approvals and Pre-Existing Local Approvals.

By adoption of a resolution authorizing the execution of this Agreement, the Town through the Town Board, and the County through the County Board and the City through the City Council hereby waive and/or deem inapplicable, pursuant to Section 289.33(5), Wis. Stat., or its successor provisions, its applicable Local Approvals, as defined at Section 289.33(3)(d), Wis. Stat., or its successor provisions, Pre-Existing Local Approvals, as defined at Section 289.33(3)(fm), Wis. Stat., or its successor provisions, and any and all regulations, resolutions and ordinances that may apply to the Disposal Operations at the Solid Waste Facility, except as provided herein, in order to allow the Operator to site, construct, conduct Disposal Operations, use, transport waste to, maintain, repair, close and provide Long-Term Care of the Solid Waste Facility.

The Waiver shall be applicable and effective only as to the Operator, its officers, its employees, and its agents, including but not limited to construction and capping contractors; provided however, that in the event of a transfer of any interest in all or any part of the Solid Waste Disposal Facility, pursuant to Article IV, Paragraph 20.C. of this Agreement, the Waiver shall apply and be effective as to the transferee. This Waiver shall not be applicable or effective to any other person or entity, including but not limited to Acknowledged Transporters or others who transport or deliver Solid Waste to the Solid Waste Facility.

This Waiver shall not be applicable to Local Approvals, including Pre-Existing Local Approvals, that relate to the collection and transportation of Solid Waste within or through the Affected Municipalities; provided that the Affected Municipalities shall not adopt or enforce Local Approvals in a manner that substantially impairs access to the Active Fill Area.

22. Standing Committee.

The Operator and the Local Committee hereby agree to the formation of a Standing Committee (“Committee”) which shall consist of two residents of the Township representing the Town, two residents of the City representing the City, two residents from Eau Claire County, and the Director of the City/County Health Department or his designee, as set forth in Exhibit D. Additionally, the Operator may appoint one (1) non-voting, ad hoc member. The Standing Committee shall have the functions and powers described in Exhibit D and elsewhere in this Agreement. During the Initial Term, the Operator shall pay to the Standing Committee the amount of \$1,500 per year to cover expenses of administering the Standing Committee. Such payments shall be paid to the SMCL Trust Fund, and shall be paid by no later than December 15th of the preceding year.

23. Existing Agreements.

The Affected Municipalities and the Operator do hereby stipulate that this Agreement shall supersede any prior inconsistent terms, provisions or contracts with the Affected Municipalities applicable to the Solid Waste Facility.

24. Expansions.

Nothing in this Agreement shall be deemed a waiver of the rights of any of the Affected Municipalities regarding any Expansions of the Solid Waste Facility, and the Affected Municipalities reserve all rights with respect thereto.

25. Enforcement.

A. Contract Enforcement.

Subject to the enforcement procedures set forth in Exhibit D and notwithstanding any other provisions of this Agreement, during the Initial Term, and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, the Affected Municipalities may enforce any breach of this Agreement through a court action venued in the Circuit Court for Eau

Claire County. Operator shall not contest the jurisdiction of the court. Operator will stipulate in any such action that if the court finds a breach occurred, the court may impose an order for specific performance of the applicable terms and conditions of this Agreement. Notwithstanding anything to the contrary in this paragraph, the parties reserve all applicable rights they may have to appeal any adverse decision of the Circuit Court or any appellate court.

B. Public Nuisance.

Subject to the provisions of § 823.085, in the event of the occurrence of a public nuisance, any of the Affected Municipalities may bring an action to abate such public nuisance and, if successful, shall be entitled to their reasonable attorney's fees and costs for bringing such action.

C. Damages for Breach of Hours of Operation.

The parties to this Agreement acknowledge that a breach of the requirements of Article IV, Paragraph 2, will result in additional costs and damages to the Affected Municipalities, that the value of such damages is difficult to ascertain, and that the payments provided for in this paragraph reflect the good faith effort of the parties to determine the value of those costs and damages. In the event that the Operator has breached Article IV, Paragraph 2, Operator shall pay the SMCL Fund the following stipulated amounts:

First breach in a 12-month period	\$250 per day
Second breach in same 12-month period	\$500 per day
Third breach in same 12-month period	\$1,000 per day
Any subsequent breach in same 12-month period	\$1,000 per day

D. Reservation of Rights.

Nothing in this Article IV, Paragraph 25 shall be deemed to be a waiver or limit any rights that the Affected Municipalities may have to pursue other claims and remedies that they may have by statute or common law, including claims for breach of contract or nuisance seeking damages and injunctive relief, and including the right to petition the Department to initiate action against the Operator for a violation of any Applicable Wisconsin Statute, Administrative Code, plan of operation; post-closure care or long-term care plan or other enforceable requirements of the Department. The Operator retains and reserves the right to assert any defense that it may have related to such claims or petitions.

26. Operator Responsibility to the Affected Municipalities.

A. Public Nuisance Prevention.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall conduct any Disposal Operations at the Solid Waste Facility, including but not limited to the Disposal of Solid Waste as authorized by this Agreement and the DNR, in such a manner as to prevent any public

nuisance in the Affected Municipalities from occurring relating to the Solid Waste Facility or its operations, including public nuisances associated with polluted groundwater, polluted air and polluted surface water.

B. Repair, Maintenance and Reconstruction of the Active Fill Area.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until the termination of all post-closure and long-term care requirements by the DNR, whichever is later, shall have the responsibility and duty to the Affected Municipalities to properly and timely maintain, repair, reconstruct and provide Long-Term Care of the Active Fill area and/or, if appropriate and necessary, to temporarily or permanently close the Active Fill Area, if at any time the condition of the Active Fill Area: (a) creates a substantial danger or poses an imminent threat to the public health or safety of any persons in the Affected Municipalities; or (b) causes substantial damage or poses an imminent threat to any public or private property in the Affected Municipalities.

C. Compliance with Agreement.

The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall be fully responsible to the Affected Municipalities to take reasonable steps to insure that the Operator and Acknowledged Transporters conduct any Disposal Operations relating to the Solid Waste Facility, including any post-closure and long-term care, in full compliance with the applicable provisions of this Agreement.

27. Visual Impact Mitigation.

The Operator, during the Initial Term and extending until five (5) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later, shall take reasonable steps and actions to minimize the visual impacts from County Highway Q of the Expansion of the Solid Waste Facility. Reasonable steps may include, placement of berms, additional berming and narrowing of the existing Highway Q entrance leading up and after Final Closure, vegetation, and other visual barriers to minimize visual impacts of the Solid Waste Facility consistent with Exhibit I. Planting of additional vegetation as shown in Exhibit I shall generally be a minimum of five (5) feet in height at the time of planting and spaced at approximately five (5) foot intervals as appropriate, depending on the tree species. Varied species from the list in the City of Eau Claire Landscape Manual shall be used and SMCL shall consult with the City regarding the same. The Operator's responsibilities under this Section shall continue and apply to other properties it owns or otherwise controls for the Solid Waste Facility which directly abut or are adjacent to other public roads.

28. Composting.

During the Initial Term, Operator shall continue to maintain existing composting facilities at the Solid Waste Facility.

29. Surface Water Monitoring.

During the Initial Term, the Operator shall continue its semi-annual program to monitor surface water quality in Seven Mile Creek for the current constituents required by DNR, and shall also include TKN, ammonia nitrogen, manganese, or other constituents if later required by DNR. The Operator shall report results to the Standing Committee, the Eau Claire City-County Health Department, and the DNR.

30. Height Limitation and Triggers

The maximum final waste grade design elevation of the Solid Waste Facility shall be 1128.5 feet above mean sea level (MSL) and if the Company seeks to expand the waste grades beyond a height of 1128.5 feet or expand the currently approved footprint to the east onto properties subject to the property value protection plan, the following additional benefits are automatically triggered and are incorporated into this Agreement:

Sociological Payment Scope and Terms

Scope	Triggered Amount
Res/Res-ag properties bordering landfill and out to ¼ mile radius out from boundary	\$3,000; 2.2% annual increase
¼ mile to ½ mile radius from boundary	\$2,000; 2.2% annual increase
½ mile to ¾ mile radius from boundary	\$1,500; 2.2% annual increase
¾ mile along highway corridors (property bordering CTH Q or 90 th that is ¾ of mile from boundary) to 1 mile from boundary along corridor	\$1,000; 2.2% annual increase
¾ mile to 1 mile radius outside of highway corridors	\$750; 2.2% annual increase

Property Value Protection Plan

Triggered Scope
¾ mile radius (no distinction with highway corridor properties)

Nothing in this Agreement shall prevent GFL from obtaining WDNR approval for intermediate waste grades to be up to 5% higher than final waste grades.

ARTICLE V

INDEMNIFICATION TO THE AFFECTED MUNICIPALITIES

Operator agrees to indemnify, defend and hold harmless the Affected Municipalities, their officers, agents, employees and duly-appointed committees, including the Negotiating Committee established under § 289.33, Wis. Stats., and the Standing Committee, and other committees as may be established, for and from any request, demand, order or any other form of obligation to pay cleanup or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any and all liability, loss, claims or damages that they might suffer as a result of any claim, demand, cost or judgment by any person or entity at any time against any Affected Municipality, its officers, agents, employees or committees arising in any way or as the result of the design, construction, operation, maintenance, control, repair, administration, monitoring, closure, and Long-Term Care of the Solid Waste Facility and any obligations, duties or responsibilities of the Operator under this Agreement.

The terms and conditions of the above paragraph shall apply from the Effective Date until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later.

Notwithstanding the foregoing, the above indemnification and hold harmless provisions shall not apply to the following situations or circumstances:

- (1) **Environmental Cleanup Claims.** If an Indemnified Party disposes or causes to dispose of Hazardous Waste or other waste at the Solid Waste Facility that the Solid Waste Facility is not authorized to accept, the indemnity and hold harmless shall not apply to any environmental cleanup cost to the extent that it is caused by the disposal of such wastes.
- (2) **Vehicular Accidents.** The indemnity and hold harmless shall not apply to any on-site accident to the extent that it is caused by any vehicle that is owned or operated by one of the Indemnified Parties:
- (3) **Contributory Negligence (Other Than Environmental Cleanup or Vehicular Accidents).** The indemnity and hold harmless shall not apply to the extent that an Indemnified Party is contributorily negligent for the liability, loss, claims or damages.
- (4) **Intentional Acts or Omissions.** The indemnity and hold harmless shall not apply to the extent that the liability, loss, claim or damage is due to the intentional act or omission of any of an Indemnified Party.

In any legal proceedings which the Operator is required to indemnify, defend and hold harmless an Indemnified Party, the Operator has the right to assert any defense on behalf of a particular municipality, individual or entity which that municipality, individual or entity is

legally entitled to, including the provisions of § 893.80, Wis. Stats. Each-municipality, individual or entity indemnified under this section subrogates all counter-claims directly related to the indemnified claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses to the Operator which each may have.

ARTICLE VI

COMPENSATION TO THE AFFECTED MUNICIPALITIES, SOCIOLOGICAL PAYMENTS TO OWNER-OCCUPIED RESIDENTIAL PROPERTY, AND PROPERTY VALUE PROTECTION

In consideration of the Affected Municipalities: (1) serving as the host and neighboring municipalities, (2) waiving their Local Approvals and Pre-existing Local Approvals, as set forth elsewhere in this Agreement, and (3) accepting the consequences and numerous responsibilities associated with the location of a sanitary landfill in or in proximity to the municipalities, the following compensation and benefits shall be provided by the Operator to the Affected Municipalities and neighboring properties, as applicable.

1. Reimbursement for Negotiation Expenses.

The Operator shall pay all the reasonable unreimbursed expenses of Affected Municipalities and the Negotiating Committee or its members for their actual attorney's fees, costs, and expenses, including per diem fees of the members of the Negotiating Committee incurred as a result of the Affected Municipalities participating in the negotiating process as established in Chapter 289, Wis. Stats., up to the date that the Approved Final Negotiated Siting Agreement is accepted by the Waste Facility Siting Board. The above-noted expenses shall be paid by the Operator within thirty (30) days of the Effective Date of the Agreement and after the Operator's receipt of invoices from the Committee or the Affected Municipalities, if not previously reimbursed.

2. Direct Compensation.

In consideration of the Affected Municipalities: (a) serving as the host and neighboring municipalities; (b) waiving their Local Approvals and Pre-existing Local Approvals, as set forth in Article IV, Paragraph 21 of this Agreement; and (c) accepting the consequences and numerous responsibilities associated with the currently proposed expansion and extended duration of operation of the Active Fill Area and the Solid Waste Facility, the following compensation and benefits shall be provided by the Operator to the Affected Municipalities.

A. Payments Based on Solid Waste Received.

The Operator shall give 60 days notice to the Standing Committee of the Expansion Effective Date (September 30, 2022). Beginning on the Expansion Effective Date, the Operator shall pay an amount equal to:

- (1) \$2.00 per ton of Solid Waste disposed of or received at the Active Fill Area as approved by DNR; and
- (2) \$0.25 per ton of Solid Waste disposed of or received at the Active Fill Area as approved by DNR, subject to the provisions of Paragraph VI.5 of this Agreement.

Solid Waste that is beneficially reused in the Disposal Operations as alternative daily cover is not subject to the \$2.00 per ton and \$0.25 per ton direct payment. Each payment shall be made on or before the 10th day following the month for which payment is made. The parties understand that the Operator's accounting month for purposes of compensation ends on the last day of each calendar month. Consistent with past practice, all such payments shall be paid to the care of the Affected Municipalities with the City of Eau Claire as the designated fiscal agent, and such payments shall thereafter be administered and after review, divided by agreement of the Affected Municipalities on such terms as they mutually agree.

The Direct Payments under Paragraph VI.2.A (\$2.00 and \$0.25 per ton) shall be adjusted annually by the percentage increase or decrease in the Consumer Price Index (U.S. City average - All Urban Consumers - All Items, hereinafter "CPI") for the previous twelve (12) months. The base date for the CPI adjustment is January 1. The first adjustment of such base amount shall be made as of January 1, 2023, based upon the January index released by the Bureau of Labor Statistics of the U.S. Department of Labor. Annual adjustments shall be adjusted retroactively to the first day of that January 1 when such information is available, and each January 1 thereafter.

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

B. Verification and Documentation of Solid Waste Received.

The Operator shall submit detailed statements pertaining to the waste received each month, breaking down such information as to the types of waste, the gate tonnage received based upon the Operator's daily records, and as provided for in Article VI.2.A, and any other supporting documents consistent with the provisions of this section. In the event that the weigh scale at the site is not working, another scale may be used, if properly certified by the State. If both scales and the computer-generated information are not available for any day that waste is received, then the Operator shall make payment to the SMCL Trust Fund based upon the average amount of tonnage received during the preceding sixty (60) business weekdays that the site was open, for the first three days that both scales are not available. For every business day thereafter that both scales are not operational, then the Operator shall make payment based upon the greatest amount of tonnage received on any day in the previous sixty (60) business weekdays of operation of the Solid Waste Facility or for Saturdays, the comparable Saturdays during the 60-day period.

The Operator shall provide to the Affected Municipalities and Standing Committee all documents submitted to the Department pertaining to the recording and documentation of the Solid Waste received or Disposed. The reporting of tonnage to the Department shall have no bearing on amounts paid to the Affected Municipalities. Information supplied to the Affected Municipalities or the Standing Committee of amounts submitted to the DNR are stipulated to be for informational purposes only.

If, at any time, the Affected Municipalities or Standing Committee so desire, they may retain an independent consulting firm to perform computations in order to verify the Operator's reported tonnages. Such firms may independently test the weigh scale, computer-generated

information from said scale, or may use field or aerial surveys to verify reported tonnages based upon air space volume consumed within the Active Fill Area. The Affected Municipalities or Standing Committee retaining the independent consulting firm shall pay all costs unless such independent consulting firm's computations accurately demonstrate that the Operator's reported air space or tonnage used has been understated by 10% or greater. If so understated, the costs of such consulting firm shall be borne by the Operator, and the Operator shall pay the costs of such independent consulting firm within thirty (30) days after presentation of such invoice related thereto. The Operator shall also prepare a written report and any documentation necessary explaining the cause of such error. The independent consulting firm's computation shall not be determinative of the amounts of Solid Waste deposited during the period studied if contested by Operator. All such underpaid amounts shall be paid at the then current rate plus one and one-half percent (1-1/2%) per month from the dates the original payment should have been paid.

The Operator shall be required to install, maintain and calibrate (bi-annually) a certified weigh scale for measuring and recording Solid Waste disposed at the Active Fill Area. The weigh scale shall be equipped with sufficient computer software and hardware capabilities to record, generate and summarize all information set forth below pertaining to Solid Waste documentation requirements. The Affected Municipalities and the Standing Committee shall have access to all computer-generated data or written reports pertaining to waste received at the Solid Waste Facility. The Operator shall keep records and logs of all trucks coming to the site and include the following data:

- (1) Name of Acknowledged Transporter.
- (2) Time and date of disposal
- (3) Truck Weight (gross weight, truck weight and net Solid Waste weight).
- (4) Type of Waste
- (5) State of origin whether the shipment was from solid waste generated within or outside the Affected Municipalities, and, if available, municipality of origin.

Weight shall be declared per truck in numerical order of their receipt on a daily basis with the truck ownership and any information which is relevant and kept by the Operator on a regular basis to assist the Standing Committee in reviewing declared Solid Waste weights at the Solid Waste Facility. The Affected Municipalities and Standing Committee may, at their expense and risk, have videotape equipment and have the option of placing personnel on-site in the proximity of the weigh scale, at such times as they choose, to monitor the reporting of Solid Waste received at the Active Fill Area for disposal.

3. Payment of Monitoring Expenses.

During the Initial Term and extending for an additional five years, and in addition to the payments required under Paragraph IV.22, the Operator shall pay the direct costs incurred by the Standing Committee and the Affected Municipalities to monitor the Operator's responsibilities under this Agreement, including but not limited to costs incurred for sampling and testing at and in the vicinity of the Solid Waste Facility, monitoring the receipt of Solid Waste and performing any task that is the responsibility of the Operator; provided that such payments shall not exceed

\$5,000 per calendar year. Payments shall be made to the SMCL Trust Fund or Affected Municipality, as appropriate, within thirty (30) days after the invoice therefor.

4. Waste Disposal Capacity Guarantee.

During the Initial Term the Operator guarantees sufficient capacity either in the Active Fill Area or via a transfer station to accommodate 50,000 tons per year of Solid Waste generated within the Affected Municipalities (i.e., within the City of Eau Claire and each municipality and township within Eau Claire County) for a period of five (5) years or the life of the Active Fill Area, whichever is longer. The charge for disposal shall not exceed the posted gate rate, at the point in time that the guarantee commences, plus an annual CPI increase and any additional local, federal, or state taxes or fees that become applicable as a result of a change in the law after the date that the guarantee commences or the then posted gate rate, whichever is less. The Operator agrees to notify the Standing Committee and the Affected Municipalities of the date that the guarantee commences and the then posted gate rate. The guarantee is not cumulative, meaning that at the commencement of for example year five (5), the Operator shall have available sufficient remaining approved capacity within the Active Fill Area to dispose of 50,000 tons of Solid Waste generated within the Affected Municipalities or have the capacity to transfer said waste.

5. Solid Waste Generated in the Town of Seymour.

During the Initial Term the Operator agrees to accept “municipal solid waste,” as defined in Wis. Admin. Code § NR 500.03(150) (2004), but excluding “construction and demolition waste,” as defined in Wis. Admin. Code § NR 500.03(50) (2004), generated by residents, and commercial facilities existing on the Effective Date, in the Town of Seymour at no charge; provided that a) the Operator shall deduct from the payment of \$0.25 per ton set forth in Paragraph VI.2.A.(2) an amount calculated as the tonnage of Seymour waste disposed of under this paragraph times \$35.00 per ton; and b) the amount so deducted during a calendar year shall not exceed \$0.25 per ton for the total tonnage of Solid Waste received during that calendar year from the Town of Seymour. Solid Waste that is not subject to payment of \$0.25 per ton under Paragraph VI.2.A. shall not be subject to the deduction under this paragraph. Solid Waste that is subject to this Paragraph VI.5 shall not include Special Waste or non-typical Solid Waste, such as but not limited to Solid Waste generated by salvage yards or other facilities as part of a facility cleanup.

The \$2.00 per ton and \$0.25 per ton direct payment in Paragraph VI.2.A shall not apply to waste subject to this Paragraph VI.5.

Proof of residency within the Town of Seymour shall be required. The Operator shall maintain a designated drop-off box that will be dedicated exclusively to Solid Waste subject to this paragraph, and shall prepare and submit to the Standing Committee a monthly report of the amount of waste received under this paragraph. The Town of Seymour and Operator may separately agree on other conditions applicable to Solid Waste disposal by Town of Seymour residents, including but not limited to the days and times of day which such residents may dispose of Solid Waste without charge and the methods of providing notice thereof.

6. Analytical Testing of Town Landfill.

The Operator agrees to pay the costs of analytical testing (not sampling) of groundwater samples from nine monitoring wells surrounding the closed Town Landfill for indicator parameters and VOCs.

7. Street Sweeping.

During the Initial Term and extending until Final Closure, the Operator shall accept for Disposal in the Active Fill Area for free 6,000 tons per year of street sweeping and nonmetallic mineral wastes generated by the City and/or the County, provided the street sweepings or nonmetallic minerals are acceptable for beneficial reuse purposes. The 6,000 tons shall be prorated in the first year. The Operator shall also accept for Disposal up to 15,000 tons annually beyond the 6,000 tons per year from the City of Eau Claire and the County of Eau Claire at the rate of \$12.00 per ton plus any additional state taxes or fees that become applicable as a result of a change in the law after the Effective Date of this Agreement. The Operator and the City agree to cooperate to maximize the use of the street sweepings and nonmetallic mineral wastes for beneficial reuse purposes (nonmetallic mineral wastes shall not be accepted that directly violate the Operating Permit, e.g., nonmetallic wastes with hazardous waste). Street sweepings or nonmetallic mineral wastes accepted under this paragraph shall not be counted as Solid Waste for purposes of the waste disposal capacity guarantee under Paragraph VI.4. For the purposes of this Section, “nonmetallic mineral” shall mean a product or material consisting principally of naturally occurring, organic or inorganic, nonmetallic material and shall include, but is not limited to, stone, sand, gravel, beryl, clay, feldspar, peat, talc, topsoil and associated vegetation, overburden, and other soils which do not constitute hazardous waste.

8. County Recycling Site.

The Operator agrees to cooperate with the County to develop a recycling drop-off site for County residents and City of Eau Claire residents residing in Eau Claire County, on the Operator's lands generally depicted in Exhibit I. Operator agrees to lease sufficient area on such lands to the County for this purpose, on commercially reasonable terms and conditions, and at a rental rate of no greater than \$1.00 per year in addition to the other consideration set forth in this Agreement. Operator shall have access to any such site.

9. Sociological Payments to Owner-Occupied Residential Property.

During the Initial Term, the Operator shall make annual Sociological Payments as set forth below to Owner-Occupied Residential Property as shown and identified on Exhibit H or such increased triggered amounts as set forth in this Agreement. The payments shall be made by January 1st for the preceding twelve (12) months. The initial payments shall be made in December 2022 for the pro rated portion of calendar year 2022 after the Expansion Effective Date. The initial payments shall be increased annually by 2.2% commencing January 1, 2023. To

be eligible, the property must be an owner-occupied dwelling as of November 30 of the year of this program for which payment is sought.

Sociological Payment Scope and Terms

Scope	Amount
Res/res-ag properties bordering landfill and out to ¼ mile radius out from boundary	\$2,200
¼ mile to ½ mile radius from boundary	\$1,500
½ mile to ¾ mile radius from boundary	\$1,000
¾ mile along highway corridors (property bordering CTH Q or 90 th that is ¾ of mil from boundary) to 1 mile from boundary along corridor	\$750
¾ mile to 1 mile radius, outside of highway corridors	\$500

10. Other Payments to Affected Residents.

Nothing in this Agreement shall waive, limit or otherwise affect the right of any resident or property owner in any of the Affected Municipalities from asserting a claim for compensation, damages or other relief, including but not limited to claims for compensation due to adverse impacts on property values or private or public nuisance. The Operator reserves all rights and defenses with respect to any such claims.

11. Minimum Property Valuation

The Operator, during the Initial Term hereby obligates itself to constructing upon the premises described in Exhibit “B”, the additional Solid Waste Facility expansion. The Operator, during the Initial Term and extending until Final Closure, obligates itself to an assessed valuation for property tax purposes on the Solid Waste Facility Property (hereafter “Property” in this Section 10) (Property subject to this Section as shown in attached map as Exhibit J), which shall equal an amount of no less than: Four Million and Six Hundred and Fifty Thousand Dollars and 0/100 (\$4,650,000.00) for the sum total of the Property within the City’s municipal boundaries and One Million and Eight Hundred and Fifty Thousand Dollars and 0/100 (\$1,850,000.00) for the sum total of the Property within the Town beginning January 1, 2022 and any subsequent year during the Initial Term of this Agreement. In the event that the City and/or Town Assessor, upon application of § 70.32, Wis. Stats., determines that the total assessed valuation of the Solid Waste Facility Property is less than the respective amounts above, the Operator agrees that for that tax year and until such time as when the Property and its improvements shall be assessed for at least the respective amounts in the respective year stated above, the Operator shall make up

the difference between the taxes on the actual assessed valuation and the taxes that would be realized if the assessed valuation equaled the specific dollar figure. This obligation of the Operator is independent of its obligation to pay real estate taxes in accord with Wisconsin law and constitutes a minimum tax value guarantee on the part of the Operator. Said guarantee payment shall be due on or before January 31st of each tax year for which the guarantee applies. If Operator obtains a property tax exemption or its equivalent on any portion of the Property prior to January 1, 2022, the foregoing Four Million and Six Hundred and Fifty Thousand Dollars and 0/100 (\$4,650,000.00) valuation for the Property within the City's municipal boundaries and One Million and Eight Hundred and Fifty Thousand Dollars and 0/100 (\$1,850,000.00) valuation for the Property within the Town shall apply, be non-prorated, and take effect before January 1, 2022.

In the event Operator obtains a property tax exemption or its equivalent on any portion of the Property in the respective Affected Municipality, the Operator obligates itself to a payment in lieu of taxes to the relevant Affected Municipalities as if the Property were still taxable, based on the mill rate then in place and based on a minimum tax valuation which shall be the assessed value of the Property in the respective Affected Municipality in the last year in which the Solid Waste Facility owed property taxes for the Property or Four Million and Six Hundred and Fifty Thousand Dollars and 0/100 (\$4,650,000.00) for the Property within the City's municipal boundaries and One Million and Eight Hundred and Fifty Thousand Dollars and 0/100 (\$1,850,000.00) for the Property within the Town, whichever is greater.

In the event the City and/or Town, for property tax purposes, are required by law to assess the value of the Property under § 70.32, Wis. Stats. for Property which the Operator has already obtained a property tax exemption, and if municipal assessment of the Solid Waste Facility Property reveals the total, overall Property valuation decreases in the respective Affected Municipality, the minimum tax valuation shall be reduced accordingly, but in no event shall the minimum tax valuation fall below Four Million and Six Hundred and Fifty Thousand Dollars and 0/100 (\$4,650,000.00) for the Property within the City's municipal boundaries and One Million and Eight Hundred and Fifty Thousand Dollars and 0/100 (\$1,850,000.00) for the Property within the Town (A reduced assessment shall not mean or include a finding or assessment by the municipality that the property has no or reduced value because of the property's tax-exempt status, e.g., A \$0 "assessment" or \$0 shown in tax records because of a tax exemption is not a reduced assessment which reduces the value of the payment in lieu of taxes.) This obligation of the Operator is independent of its obligation to pay real estate taxes in accord with Wisconsin law and constitutes a minimum tax value guarantee and payment in lieu of taxes on the part of the Operator. Said guarantee payment shall be due on or before January 31st of each tax year for which the guarantee applies.

(As an example of the foregoing operation of this Section 10, if the Property's sum total assessed value increases to \$5 million in the City and \$2.5 million in the Town in 2023, and the Solid Waste Facility Property becomes property tax exempt in 2024, the Operator shall continue to make a payment in lieu of taxes to the Affected Municipalities, respectively, based on \$5 million of property value in the City and \$2.5 million in the Town from 2023 as determined by the then-current mill rates in the respective municipalities; and if the Solid Waste Facility Property in 2025 is assessed by the City and Town and that assessment shows a reduced total

property valuation of \$4.8 million in the City and \$2 million in the Town, the payment in lieu of taxes by the Operator shall be based on \$4.8 million and \$2 million, respectively, but in no case shall the valuation fall below \$4.65 million with the Property in the City and \$1.85 million with the Property in the Town.)

The values stated in this Section 11 shall not be construed as an admission of value for or against the Affected Municipalities when assessed in the future by a municipal assessor.

12. Property Value Protection Plan

The Operator shall implement the Property Value Protection Plan as set forth in Exhibit K. The purpose of the Property Value Protection Plan is to provide the identified owners and their respective identified properties and current residential and agricultural uses with the assurance that they will receive Fair Market Value (as defined in the Plan) for their eligible property if they elect to utilize the Plan.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. Expansion.

No further Expansion of the Active Fill Area shall occur except pursuant to the procedures set forth by law applicable at that time and by written modification of this Agreement or execution of a separate agreement that expressly supersedes this Agreement.

2. Environmental Impairment Liability Insurance.

The Operator shall name and maintain the Affected Municipalities as additional insureds on pollution legal liability insurance policy in a face amount of not less than Ten Million Dollars (\$10,000,000), per claim and in the aggregate. Such policy shall provide coverage for releases from the landfill to other property in the Affected Municipalities, including but not limited to groundwater. The Operator shall maintain such insurance coverage from the Effective Date of this Agreement until forty (40) years after Final Closure or until proof of financial responsibility for all post-closure and long-term care requirements is terminated by the DNR, whichever is later. In the event that Operator agrees in any future negotiated agreement to increase the face amount of insurance coverage for any other landfill that it owns or operates to exceed the amount required by this paragraph, it shall provide the insurance required by this paragraph in the same amount. Operator agrees to provide notice to the Standing Committee of any negotiated agreement wherein an increase occurs and to provide the Standing Committee with an updated policy and certificates.

3. Random Load Inspections.

During the Initial Term, the Operator shall perform random load inspections as required by the DNR for any vehicles permitted to access the site. The Standing Committee or its representatives may be present, if requested and at a reasonable time, during any truck inspection. Any member of the Standing Committee or its representative shall also have the right to take samples, at their own expense, to test the same, as a part of such random load inspections. In the event such samples are taken, the Operator may take a split sample.

4. Confidentiality.

The Standing Committee covenants and agrees for the period commencing on the Effective Date and extending until forty (40) years after Final Closure, that the Standing Committee shall not, except as explicitly requested by Operator or is otherwise required by law, disclose to any person (other than its attorneys, who shall have agreed to be bound by the terms of this provision) any confidential information provided for in this Agreement as to the conduct of the business of Operator. The Standing Committee further agrees that they will not, individually or collectively, disclose the pricing information, cost structure, tax information, customer names, addresses, or telephone numbers or the terms or conditions of any customer contracts, bids or proposals to any person, firm, corporation, association, governmental body,

quasi governmental body, or any other entity, except to authorized representatives of Operator or as required by law. If the Standing Committee becomes legally compelled to disclose such confidential information, the Standing Committee shall provide Operator with prompt notice of such requirement so that Operator may seek a protective order or other appropriate remedy. For purposes hereof, “confidential information” shall mean and include, without limitation, all trade rights in which Operator has an interest, all customer lists, subcontractor lists and customer and subcontractor information, and all other information concerning the business of Operator’s services, taxes, clients, customers, subcontractors, costs, profits, markets, sales, reports, written correspondence, data, trade secrets, processes, programs, products, marketing and distribution methods, but shall exclude any matters which have been or hereafter are independently developed or disclosed by a third party whom is not in breach of a confidentiality undertaking with Operator or which otherwise is or becomes part of the public domain due to no act or omission of the Standing Committee or members thereof. This confidentiality agreement shall not apply to any confidential information provided to the Standing Committee which relates to the monitoring or protection of public or private health, safety and welfare such as DNR reports, groundwater monitoring Discharges or other threats to the environment, public or private property. The Standing Committee agrees that the restrictions contained in this provision are necessary to protect the legitimate continuing proprietary interests of the Operator in performing its obligations under this Agreement.

5. Leachate.

The acceptance of leachate generated at the Solid Waste Facility for disposal at the City of Eau Claire Wastewater Treatment Plant shall be subject to a separate agreement between the Operator and the City of Eau Claire.

**ARTICLE VIII
GENERAL PROVISIONS**

1. Notice to Parties.

Under this Agreements any notices required by the terms and conditions of this Agreement are, at minimum, to contain the address and names of the parties as noted below, are to be sent either by certified mail, return receipt requested to such parties or are to be personally served and are to be considered by each party as written notice when received, except as otherwise specifically provided herein. It is further understood that the Affected Municipalities, the Operator, and the Standing Committee shall each be responsible to provide to the other parties any appropriate change of address or any appropriate change of name by providing the other parties with a written “Notice of Address Change” or “Notice of Name Change.” Such notices shall be sent by certified mail, return receipt requested to the addresses noted below. The current names and addresses are:

- A. Town of Seymour
Attn: Town Clerk.
6500 Tower Drive
Eau Claire, WI 54703

- B. City of Eau Claire Attn: City Clerk
City Hall
203 S. Farwell
Eau Claire, WI 54701

- C. County of Eau Claire
Attn: Office of County Administrator
Eau Claire County Courthouse
721 Oxford Avenue
Eau Claire, WI 54703-5481

- D. Seven Mile Creek Landfill, LLC
Attn: General Manager
8001 Olson Drive
Eau Claire, WI 54703

- E. GFL Everglades Holdings, LLC,
Attn: General Counsel
3301 Benson Drive, Suite 601
Raleigh, NC 27609

2. Headings.

The titles to the paragraphs of this Agreement are for informational purposes only.

3. Governing Law.

This Agreement and the provisions contained therein will be construed, enforced and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin. All numerical references to Wisconsin Statutes or Administrative Codes refer to statutes and administrative codes in existence on the date of this Agreement, together with any amendments, revisions, renumberings or repeals and recreations thereof during the period of applicability under this Agreement.

4. Waiver.

A party may waive a breach of any term or condition of this Agreement only by express written waiver. Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by a party of the same term or any other term or condition of this Agreement.

5. Complete Agreement.

This Agreement is the complete agreement as to the currently proposed Solid Waste Facility, pursuant to § 289.33, Wis. Stats., between the Affected Municipalities, the Operator, and the Local Committee. This Agreement specifically supersedes the Seymour Agreement dated April 9, 1986, the Agreement dated December 2001, the Agreement dated January 2005, and the Agreement dated October 2016. This Agreement does not supersede, modify, or otherwise affect the Purchase Agreement between Eau Claire County and Superior Seven Mile Creek Landfill, Inc., dated September 30, 1996.

6. Amendment.

This Agreement may be amended only by a written agreement between the Affected Municipalities that are signatories to this Agreement and the Operator.

7. Binding Effect.

This Agreement will bind the Affected Municipalities, the Operator, the Negotiating Committee, all future owners and operators of the Solid Waste Facility, their respective legal successors and their respective legal assigns upon its execution. However, if any Affected Municipality fails to adopt an approving resolution authorizing officials of said municipality to execute this Agreement or if said authorized officials fail to execute this Agreement within sixty (60) days after the date that the Seven Mile Creek Landfill, LLC Negotiating Committee executes this Agreement, then said municipality shall receive no benefits under this Agreement.

8. Recording.

The Operator shall place a notice of this Agreement on the title records applicable to the Solid Waste Facility. The notice shall state as follows:

Use of the property is subject to the provisions of Seven Mile Creek Landfill Final Negotiated September 2022 Agreement. A copy of the Agreement can be obtained from:

- A. Town of Seymour
Attn: Town Clerk
6500 Tower Drive
Eau Claire, WI 54703

- B. City of Eau Claire
Attn: City Clerk
City Hall
203 S. Farwell
Eau Claire, WI 54701

- C. County of Eau Claire
Attn: Office of County
Administrator Eau Claire County
Courthouse
721 Oxford Avenue
Eau Claire, WI 54703-5481

9. Execution in Counterparts.

This Agreement may be executed in separate counterparts, each of which shall be deemed an original. Each party to this Agreement shall execute eight (8) duplicate original counterparts and shall circulate the same to all other parties identified in this Agreement.

SEVEN MILE CREEK LANDFILL, LLC
NEGOTIATING COMMITTEE,

DATED: _____

BY: _____
_____, Chairperson
and authorized signatory by vote of
and on behalf of the Advanced
Disposal Services Seven Mile Creek
Landfill Negotiating Committee

SEVEN MILE CREEK LANDFILL, LLC

DATED: _____

BY: _____

TOWN OF SEYMOUR

Approved this ____ day of _____, 2022.

BY: _____
Town Board Chairperson

ATTEST: _____
Town Clerk

(A certified copy of the approving resolution shall be attached and appended to this Agreement and incorporated by reference.)

CITY OF EAU CLAIRE

Approved this _____ day of _____, 2022.

BY: _____
City Manager

ATTEST: _____
City Clerk

Approved as to form. BY: _____
City Attorney

(A certified copy of the approving resolution shall be attached and appended to this Agreement and incorporated by reference.)

STATE OF WISCONSIN)

EAU CLAIRE COUNTY)

CHIPPEWA COUNTY)

I, _____, City Clerk, City of Eau Claire, Counties of Eau Claire and Chippewa, State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Eau Claire at a regular session thereof held on _____, 2022.

City Clerk

Dated:
_____, 2022

EAU CLAIRE COUNTY

Approved this ____ day of _____, 2022.

BY: _____
County Board Chairperson

ATTEST: _____
Clerk

(A certified copy of the approving resolution shall be attached and appended to this Agreement and incorporated by reference.)

GUARANTEE

GFL Everglades Holdings, LLC, for valuable consideration, including the mutual covenants and benefits stated in the Final Negotiated Agreement by and between the Affected Municipalities (as defined therein) and GFL Everglades Holdings, LLC's subsidiary corporation, Seven Mile Creek Landfill, LLC, such consideration and receipt of which is hereby acknowledged, does hereby guarantee the performance of Seven Mile Creek Landfill, LLC in the event that the latter fails to so perform. Those obligations shall extend to any obligations provided for in said Agreement, including the operation, closure, post-closure responsibilities, and indemnification responsibilities of Seven Mile Creek Landfill, LLC. The Guarantee shall be maintained and remain valid upon a transfer of ownership of Seven Mile Creek Landfill, LLC or the Solid Waste Facility as provided for in Article IV, Paragraph 20, until 31 days after each Affected Municipality received notice of the transfer, an extended deadline agreed upon under Article IV, Paragraph 20.C., or in the event of a judicial action challenging the transfer, until final resolution of the challenge, whichever is later.

GFL Everglades Holdings, LLC acknowledges receipt of said Agreement and certifies that, by signing below, said officer has the authority to act on behalf of GFL Everglades Holdings, LLC.

DATED: _____

GFL EVERGLADES HOLDINGS, LLC

BY: _____

ATTEST: _____

Exhibit A

ACTIVE FILL AREA

(See following page)

F:\PROJECTS\SEVEN MILE CREEK\A211263 - 2021 GENERAL OPERATIONS\HOW Agreement (Gas)_Pen_947\08-5M720-XS-30.dwg Layouts Exhibit_B User: shaun.cummingsg Mar 30, 2021 - 1:36pm

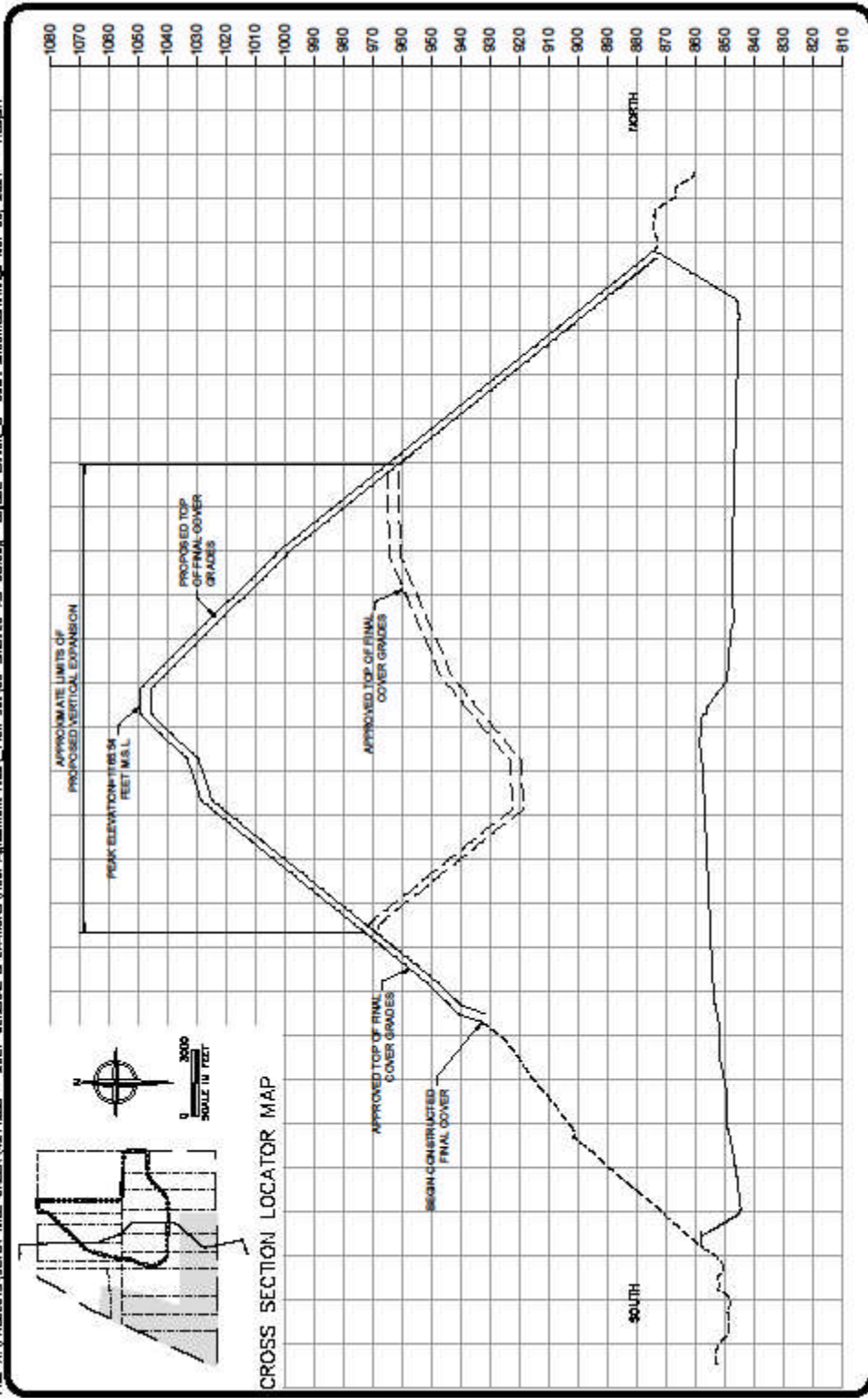


EXHIBIT NO. **A**
PROJECT NO. 211263

SEVEN MILE CREEK LANDFILL
EAU CLAIRE, WISCONSIN

EXHIBIT A
ACTIVE FILL AREA

TETRA TECH

AN INFORMAL BUSINESS RELATIONSHIP HAS BEEN ESTABLISHED BETWEEN TETRA TECH AND THE STATE OF WISCONSIN. THIS RELATIONSHIP IS NOT A CONTRACT AND DOES NOT CONSTITUTE AN OFFICIAL STATEMENT OF THE STATE OF WISCONSIN.

DATE OF ISSUE	3/30/2021	DRAWN BY	SRC	CHECKED BY	DJR
DATE OF ISSUE	3/30/2021	DESIGNED BY	SRC	APPROVED BY	DJR

Exhibit B

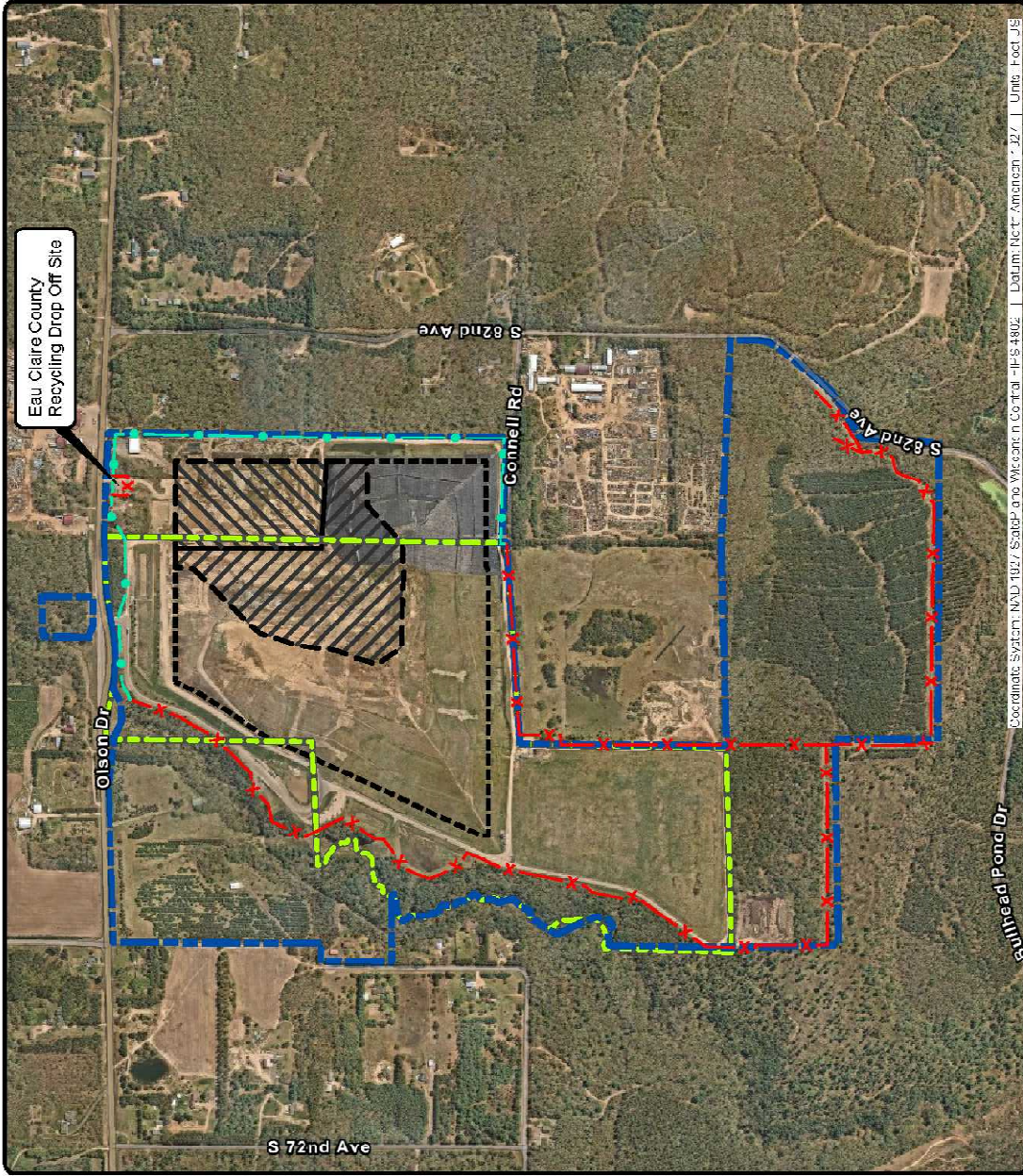
**SEVEN MILE CREEK SOLID WASTE FACILITY, EAU CLAIRE COUNTY,
WISCONSIN**

(See following page)

Exhibit C

FENCE BOUNDARY

(See following page)



Legend

- Property Boundary
- Permitted Solid Waste Boundary
- Horizontal Expansion Area
- Vertical Expansion Area
- Municipal Boundary
- Existing 4-Foot Fence Boundary
- Existing 3-Foot Fence Boundary

Data Sources:

1. Aerial Imagery source is Nearmap. Dated 05/13/2022



PREPARED BY:
SSW

APPROVED BY:
NJT

DATE CREATED:
3/9/2022



TETRA TECH

PREPARED BY: TETRA TECH
This document is the intellectual property of Tetra Tech. Any reproduction or use of this document without the prior written consent of Tetra Tech is prohibited. All rights reserved.

GFL ENVIRONMENTAL
SEVEN MILE CREEK LANDFILL
EAU CLAIRE, WISCONSIN

FENCE BOUNDARY

EXHIBIT

C

PROJECT NO:
4227257

X:\PROJECTS\SEVEN MILE CREEK LANDFILL\GIS\07_2022\GFC_EX-16_T6.mxd

Exhibit D

STANDING COMMITTEE

1. **Purpose.** The Affected Municipalities and Seven Mile Creek Landfill, LLC (hereinafter referred to as the “Operator”), agree to re-establish and continue to participate in the Standing Committee to monitor the construction and operation of the Solid Waste Facility and perform such other activities as are authorized by the Agreement (hereinafter referred to as Committee or Standing Committee).

2. **Membership.** Membership on the Committee shall consist of the following:

Town of Seymour (two members)

- Town chairman or designee
- Town Board member or Town resident appointed by Town Board, who shall be a resident within one-half mile of the Landfill boundary if such person is willing, capable, and available

City of Eau Claire (two members)

- Director of public works or designee
- City Council representative or City resident appointed by City Council

Eau Claire County (two members)

- County Highway Commissioner or designee
- County Board member or County resident appointed by County

Board Eau Claire City/County Health Department (one member)

- Director or designee.

The Committee shall elect, from amongst its members, an individual to function in the capacity of chairperson. For any action taken by the Committee, unless otherwise expressly provided, a majority vote of the Committee is required. The Operator may appoint one (1) representative to the Committee who shall be ad hoc member and shall have no vote.

3. **Term.** All members appointed shall serve at the pleasure of the respective entities that appointed them.

4. **Replacement and Removal.** A Committee member may voluntarily resign or be replaced at any time.

Any Committee Member may be removed by the Committee for good cause and upon a five-sevenths (5/7) vote of the Committee.

5. **Quorum and Vote.** A majority of the Committee Members shall constitute a quorum, provided that voting shall be governed by the following rules: each member of the Committee present shall have one vote.

6. **Documents.** The Operator shall provide copies of all technical reports supplied to the Department by the Operator pertaining to the Solid Waste Facility, including the Plan of Operation, any proposed amendments to the feasibility study or any proposed changes to any special conditions imposed by the Department. Such copies shall be provided free of charge to the Committee.

7. **Meetings.** The Committee may establish a schedule for meetings for the purposes of review, explanation and discussion of said technical data and the status of the Solid Waste Facility construction, operation and closure. Special meetings of the Committee may be called by any member of the Committee upon written notice mailed at least five (5) days prior to the proposed meeting. Said meeting may be called for the purpose of addressing any issue of concern involving the Solid Waste Facility 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 each Committee Member is personally notified. The public may attend any Committee meeting. Any written notice called for in this Agreement or Exhibit shall be deemed effectively provided when either personally delivered or sent by mail to all Committee Members at the addresses listed by them with the Committee.

8. **Committee Inspections.** Individual Committee Members with proper identification shall have the right to conduct on-site inspections of the Solid Waste Facility pursuant to the procedure provided in Articles IV.14 and VII.3 of the Agreement.

9. **Violations.** If, in the reasonable judgment of the majority of the Committee Members, the Solid Waste Facility is not being constructed or operated in compliance with this Agreement, the Operator's approved Plan of Operation, or with any applicable State statute or regulation, or any other provision of law, whether it be in law or equity, the Committee shall serve written notice of such perceived noncompliance upon, and may make recommendations to, the Operator.

Nothing herein shall be construed to limit any legal or equitable right of any neighboring property owner with respect to individual legal rights pursuant to law.

10. **Enforcement.** Only the Affected Municipalities shall have legal standing to enforce this Agreement and only after the stepped enforcement procedure of Paragraphs 9 and 10 has been followed. Upon receipt of any notice of non-compliance from the Committee, the Operator shall investigate any allegation of non-compliance made by the Committee and the Operator shall deliver a written report concerning the investigation to the Committee within thirty (30) days. In the event the Operator does not correct the condition, to the satisfaction of a

majority of the Committee, the Affected Municipalities may pursue such remedies as are available.

11. **Other Authority.** The Committee shall have authority to temporarily extend hours of operation as set forth under Paragraph 2 of Article IV.

Exhibit E

AIR QUALITY STANDARDS

The Operator shall comply with all air quality standards required under the plan of operation, closure, post-closure and long-term care plans, or any modifications thereof or any other requirements of the Department or United States Environmental Protection Agency.

In addition, the Operator shall specifically comply with all of Administrative Code regulations pertaining to emerging gases emanating from the site including, but not limited to, Wisconsin Administrative Code Chapters 400 et. seq., 500 et. seq., and 600 et. seq. Notwithstanding the foregoing, the Operator shall only be required to comply with those regulations which the Department imposes upon existing landfills and subsequent changes to such regulations.

The Operator shall take all reasonable precautions to minimize the amount of dust and particulate matter that leaves the Active Fill Area or its access roads during construction, operation, and closure. The total concentration of the suspended particulate shall not exceed 150 micrograms per cubic meter measured at the boundary of the Solid Waste Facility.

The Operator shall specifically comply with the Air Pollution Control Construction Permit as issued by the Department of Natural Resources.

Exhibit F

WELL TESTING

Operator's General Requirements. The Operator shall comply with all background testing and groundwater monitoring as required by the feasibility report, plan of operation, post-closure or long-term care plans, as approved and amended by the Department, and any order or other requirements of the Department.

Routine Private Well Monitoring Program. The Operator, during the Initial Term and extending until forty (40) years after Final Closure or until the termination of proof of financial responsibility by the DNR, whichever is later, shall-test all wells within one-half mile from the Active Fill Area or any previously filled disposal area at least once every three years, such that approximately one-third of all such wells are tested annually. Descriptions of properties within the one-half mile boundary are included in Addendum 1 to this Exhibit F. The Standing Committee shall identify those wells to be tested each year, and may consider the following criteria in selecting the wells to be tested in each year:

1. Proximity to landfill.
2. Down gradient from landfill.
3. Request by homeowner.
4. Previous testing performed and historical data obtained.

The wells shall be subject to testing by the Operator at the Operator's expense.

Notwithstanding the foregoing, the Operator shall not be required to sample any of the water supply wells serving the properties identified by the Standing Committee for the purpose of determining the water quality of well water of these properties, unless it first receives, in the form attached as Addendum 2 to this Exhibit F, written permission from the respective property owner or if the property is not owner occupied from the occupant. In the event that the owner(s) or user(s) of any well so identified refuses to give the Operator written consent, the Operator shall advise the Standing Committee and the Standing Committee shall designate additional wells to reach the above specified number of wells to be sampled during that year.

A copy of the results of each well test required by this Exhibit shall be promptly provided by the Operator, at its cost, to the property owner (or occupant) in question. The Operator shall also annually provide documentation of notice to property owners and test results to the Standing Committee.

Sampling Protocol. All routine well samples shall be analyzed for the following parameters:

Field	pH Conductivity Color Odor Turbidity Temperature
Lab	Total Alkalinity Total Iron Total Hardness Chloride COD VOCs

The samples collected from the above specified wells shall be analyzed by a NR 149, Wis. Admin. Code, certified lab.

Response to Well Contamination. (a) If the test of a sample collected by the Operator, DNR, or a third party from a private water supply well (said test to have been conducted in accordance with DNR’s protocols for sampling and analysis, including the use of a DNR certified lab) indicates an exceedance of a primary non-bacterial maximum contaminant level as defined in NR 809 or a health related Enforcement Standard as defined in NR 140.10, Wis. Admin. Code, then:

- (A) The Operator shall, upon notice from DNR or the Standing Committee, secure a sample from said well and test the same utilizing the procedure stated above to confirm the exceedance. The Operator shall deliver the test results to the Standing Committee within thirty (30) days of said notice. If the results of this test confirm the exceedance, then the exceedance will be said to have been documented.

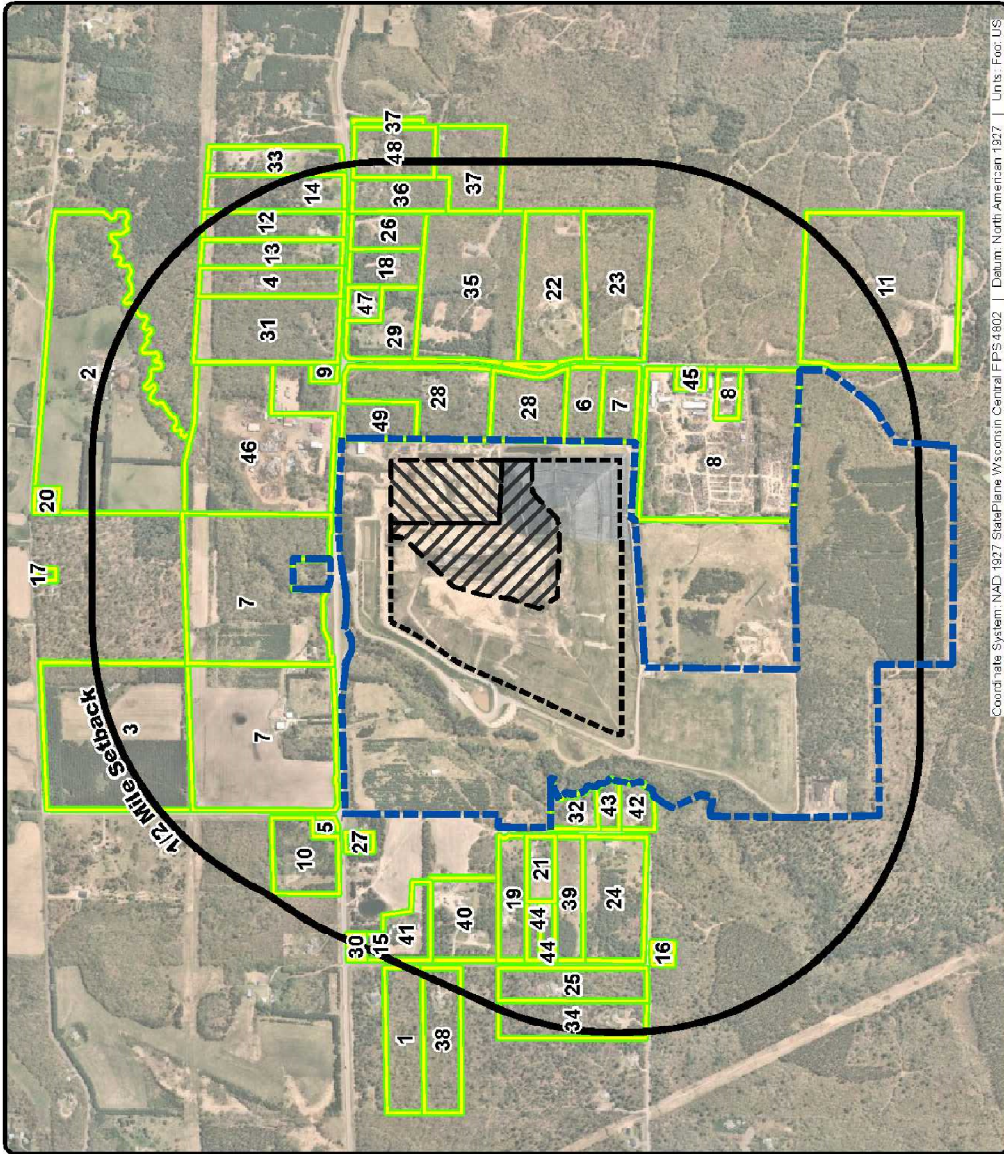
If the results of this test do not confirm the exceedance, then the Operator shall collect a third sample utilizing the same procedure. The Operator shall deliver the test results to the Standing Committee within sixty (60) days of said notice. If results of the third sample confirm the exceedance, then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

- (B) If the results of the Operator’s test under Subparagraph (A) document the exceedance, then the Operator shall forthwith deliver, at its sole cost, potable water to residents.

- (C) If upon further investigation, including additional testing by the Operator, it is determined by DNR or an independent third party consulting firm agreed upon by the Standing Committee and the Operator that the exceedance is caused by a source other than the Landfill, then the Operator's obligation to provide potable water will cease.
- (D) In the event the above investigation establishes to the satisfaction of DNR or an independent third party consulting firm agreed upon by the Standing Committee and the Operator that the Solid Waste Facility is the source of the exceedance, then the Operator shall take appropriate measures to provide a permanent potable water supply.
- (E) The foregoing procedure of providing water under Subparagraph B upon the detection of an exceedance ("First Response") shall only be binding upon the Operator if the well owner and tenant, if any, reasonably cooperates with the Operator in the investigation under Subparagraphs C and D.

Addendum 1 To Exhibit F
PRIVATE WELL LOCATIONS

(See following page)



Legend

- Property Boundary
- Permitted Solid Waste Boundary
- Horizontal Expansion Area
- Vertical Expansion Area
- 1/2 Mile Setback
- Parcel with Residence or Business within 1/2 Mile Setback

REFER TO TABLE F FOR PARCEL OWNERSHIP LIST

Data Sources:

1. Property Boundaries and Ownership data obtained from the County of Eau Claire, Wisconsin, GIS Data. Dated 08/01/2022.
3. Aerial Imagery source is Nearmap. Dated 06/13/2022



Coordinate System: NAD 1983 StatePlane Wisconsin Central FIPS 1602 | Datum: North American 1927 | Units: Foot US



PREPARED BY:
ESSW
APPROVED BY:
MLT
DATE CREATED:
9/30/22

TETRA TECH

PREPARED BY: TETRA TECH
This drawing represents individual parcel or lot data. Any modification to the original by other than Tetra Tech personnel shall be noted in the revision table. It is the responsibility of the client to ensure that the information is current and accurate. Tetra Tech is not responsible for any errors or omissions in this document without express written consent of the preparator.

GFL ENVIRONMENTAL
SEVEN MILE CREEK LANDFILL
EAU CLAIRE, WISCONSIN

PRIVATE WATER SUPPLY WELL OWNERSHIP MAP

EXHIBIT F

PROJECT NO:
4221237

Table F
Private Well Owners
Seven Mile Creek Landfill, LLC

MAP #	PROPERTY OWNER	PROPERTY ADDRESS
1	DEREK R BASSETT	9200 20TH AVE, EAU CLAIRE, WI 54703-0195
2	DANIEL J & ELISE R BAUER	8135 BURNELL DR, EAU CLAIRE, WI 54703-8704
3	DENNIS W & KATHLEEN M CAMPBELL	7655 BURNELL DR, EAU CLAIRE, WI 54703-7703
4	TODD P & MAUREEN B CLOSE	8332 OLSON DR, EAU CLAIRE, WI 54703-9733
5	CHRISTINA CONNETT	7418 OLSON DR, EAU CLAIRE, WI 54703-8708
6	KURT COOLEY	1420 S 82ND AVE, EAU CLAIRE, WI 54703-9735
7	DEAN COOLEY	8160 CONNELL RD, EAU CLAIRE, WI 54703-8738
8	KEITH COOLEY	1230 S 82ND AVE, EAU CLAIRE, WI 54703-9730
9	LINDA CRANDALL	806 MANSFIELD ST, CHIPPEWA FALLS, WI 54729-1715
10	NORBERT A DEPIES	7324 OLSON DR, EAU CLAIRE, WI 54703-8708
11	EAU CLAIRE COUNTY	721 OXFORD AVE, EAU CLAIRE, WI 54703-5481
12	LORI FAITH	8380 OLSON DR, EAU CLAIRE, WI 54703-9733
13	LORI FAITH	PO BOX 58, FALL CREEK, WI 54742-0058
14	BRENT FLASKRUD	8404 OLSON DR, EAU CLAIRE, WI 54703-9733
15	NICK J & JESSICA A HATZINGER	1745 S 72ND AVE, EAU CLAIRE, WI 54703-9798
16	JOSHUA HEPFLER	7211 TOWER DR, EAU CLAIRE, WI 54703-8720
17	ROBERT E & KATHLEEN A HEVEY	7915 BURNELL DR, EAU CLAIRE, WI 54703-8704
18	SHANE HOFFSTATTER	8341 OLSON DR, EAU CLAIRE, WI 54703-8730
19	THOMAS W & KAYLENE M KARKER	1515 S 72ND AVE, EAU CLAIRE, WI 54703-9798
20	JAMES KITTLESON	8017 BURNELL DR, EAU CLAIRE, WI 54703-8704
21	LOIS KRALL	1500 S 75TH AVE, EAU CLAIRE, WI 54703-9728
22	JERROLD R & BETH L LEE	1421 S 82ND AVE, EAU CLAIRE, WI 54703-9731
23	RANDY M & ROXANN J LEE	1305 S 82ND AVE, EAU CLAIRE, WI 54703-9731
24	KIRSTEN LEE	1310 S 75TH AVE, EAU CLAIRE, WI 54703-9728
25	LARRY MARS	1428 72ND AVE, EAU CLAIRE, WI 54703-9726
26	KURT MOLTZ	8385 OLSON DR, EAU CLAIRE, WI 54703-8730
27	JENNIFER NICOLAI	7415 OLSON DR, EAU CLAIRE, WI 54703-9727
28	JAMES A & ELIZABETH A OLINGER	1616 S 82ND AVE, EAU CLAIRE, WI 54703-9735
29	KEVIN OLSON	1723 S 82ND AVE, EAU CLAIRE, WI 54703-9731
30	MICHAEL OLSON	4307 ELK CREEK RD, EAU CLAIRE, WI 54703-9650
31	VICTOR PALOMAR	8310 OLSON DR, EAU CLAIRE, WI 54703-9733
32	TERRY LEE RAY	1353 S 75TH AVE, EAU CLAIRE, WI 54703-9728
33	DAWN ROBELIA	8418 OLSON DR, EAU CLAIRE, WI 54703-9733
34	DUSTIN ROBELIA	7134 TOWER DR, EAU CLAIRE, WI 54703-4437
35	JOSEPH ROPPE	505 W MAIN ST, CAMERON, WI 54822-4902
36	ROGER SCHILLING	8401 OLSON DR, EAU CLAIRE, WI 54703-8709
37	JAMES E & JUDITH E SEDIVY	8555 OLSON DR, EAU CLAIRE, WI 54703-8709
38	FREDERICK SLAYTON	1636 S 72ND AVE, EAU CLAIRE, WI 54703-9726
39	PAUL SMITH	E 17210 SCENIC DR, FALL CREEK, WI 54742-5009
40	DAVID STEINDL	1633 S 72ND AVE, EAU CLAIRE, WI 54703-9728
41	ROBERT STEINDL	1739 S 72ND AVE, EAU CLAIRE, WI 54703-9798
42	MICHAEL STEINDL	1313 S 75TH AVE, EAU CLAIRE, WI 54703-9728
43	ALAN STEPHENS	1315 S 75TH AVE, EAU CLAIRE, WI 54703-9728
44	STEVEN STORLIE	3626 SEYMOUR RD TRLR 67, EAU CLAIRE, WI 54703-2290
45	CLAYTON THOMPSON	1240 S 82ND AVE, EAU CLAIRE, WI 54703-9730
46	TOY EAU CLAIRE PROPERTIES LLC	8010 OLSON DR, EAU CLAIRE, WI 54703-9729
47	DAVID T & SHERRI L VAN VUREN	8315 OLSON DR, EAU CLAIRE, WI 54703-8730
48	ALDON N & DIANE M WEDLUND	8415 OLSON DR, EAU CLAIRE, WI 54703-8709
49	DANIEL H & JANE M WELCH	8109 OLSON DR, EAU CLAIRE, WI 54703-9727

- 50. JAMES & KAREN HAUCK TRUST; 7272 OLSON DR, EAU CLAIRE, WI 54703
- 51. REAS, MATTHEW E & REBECCA J; 2096 N 75TH AVE, EAU CLAIRE, WI 54703
- 52. OLINGER, DAVID; ADDRESS TBD; PIN # TBD – ~5 acres split from 10-acre PIN 1802022708093302001 (subject to recording)

**Addendum 2 to Exhibit F
ACCESS AND WELL SAMPLING AGREEMENT**

Agreement made this _____ day of _____, 20____, between _____ of as the owner of property upon which a well is located and/or the user of a well (hereinafter called well “owner/user”) and Seven Mile Creek Landfill, LLC (hereinafter called “GFL Everglades Holdings, LLC”).

The well owner/user grants Seven Mile Creek Landfill, LLC, its agents, employees and/or independent contractors the right to temporarily interrupt the well owner/User’s water supply during the time that sampling is occurring. Such temporary interruption of the well owner/user’s water supply shall only occur when the well owner/user and GFL Everglades Holdings, LLC agree to a mutually convenient time within the restrictions placed on such sampling by the regulatory agency requiring that such sampling occur.

GFL Everglades Holdings, LLC, its agents, employees, and/or contractors will take all responsible steps to prevent:

- (1) Polluting the water of well(s) on the premises.
- (2) Damaging the well(s), pump(s) and/or casing(s) located on the property.

GFL Everglades Holdings, LLC agrees to correct any of the above-noted problems arising due to the negligent acts, willful misconduct or other actionable conduct of GFL Everglades Holdings, LLC, its agents, employees, and/or independent contractors in performing the sampling of the well. Well owner/user, however, shall not hold GFL Everglades Holdings, LLC, its agents, employees and/or its independent contractor liable for any diminution in water quality or quantity from the sampled well or for failure, interruption or shortage of water, or any loss or damage resulting therefrom in whole or in part by performance of the sampling except for negligence on the part of GFL Everglades Holdings, LLC, its agents, employees, and/or independent contractors.

This Access Agreement shall remain in effect until the owner/user ceases to own/use the well on the property.

Well Owner/User

SEVEN MILE CREEK LANDFILL, LLC

By: _____
Authorized Representative

By checking the box below, the well owner/user consents and opts into the results of the sampling being disclosed to the Eau Claire City-County Health Department and Standing Committee.

Opts into Disclosure

Exhibit G

ACKNOWLEDGED TRANSPORTERS COMPLIANCE POLICY AND AGREEMENT

The Operator shall require any Acknowledged Transporters, other than the Operator or any affiliate of Seven Mile Creek Landfill, LLC (“SMCL”) to agree to the Acknowledged Transporter vehicular requirements in the form as set forth below. These requirements shall be distributed to any Acknowledged Transporter, other than the Operator or any affiliate of SMCL the first time the Acknowledged Transporter uses the Solid Waste Facility and every six (6) months thereafter, either through personal delivery of the requirements at the scale or in the billing statement. The requirements shall be posted at all times at the scale window.

Acknowledged Transporter Vehicular Requirements

I agree, as a representative of _____ (Acknowledged Transporter), that I/our company and/or our representatives will cooperate with SMCL and operate in conformance with the vehicular requirements of the SMCL: Seven Mile Creek Expansion Final Negotiated Agreement and local ordinances to ensure that as a hauler disposing of waste at the Seven Mile Creek Landfill our company will comply with the vehicle requirements imposed by the Operator, as stated below. I further acknowledge that the Operator is under obligation to cooperate with the Affected Municipalities and enforce certain terms of its Final Agreement with the Affected Municipalities in order to substantially minimize Solid Waste transported in such third party vehicles from discharging, leaking, spilling, falling or blowing out of such transport vehicles on public or private lands in the County.

I, _____ (Acknowledged Transporter), agree to conduct the transportation of waste based on the following:

1. Acknowledged Transporter will operate its solid waste transport vehicles so as to prevent and avoid the discharge of waste onto public or private property in the County and shall use transport vehicles which are designed, constructed, and, to the extent appropriate, are equipped with covers with the intent to prevent or substantially eliminate Solid Waste in such transport vehicles from discharging, leaking, spilling, falling, releasing, blowing out of or otherwise escaping from such transport vehicles onto any public or private property in the Affected Municipalities, excluding the Active Fill Area.
2. All solid waste transport vehicles will be equipped with proper side boards, gates, straps and/or tarps to allow for the safe transport of waste to or from the Solid Waste Facility. This equipment shall meet or exceed DNR or Wisconsin Department of Transportation specifications.
3. Operating hours will be from _____ a.m. to _____ p.m., Monday through Saturday. Solid Waste transport vehicles shall not arrive at the gate earlier than ten minutes before operating hours. The Solid Waste Facility will remain gated prior to _____ a.m. and trucks will not be permitted access prior to that time. Solid Waste

transport vehicles shall not be allowed through the gate at the Solid Waste Facility at any time prior to the Operating Hours allowed in the Final Agreement.

4. Acknowledged Transporter will only access the Solid Waste Facility from County Highway Q.
5. All loads/trucks will be fully contained and/or tarped as they enter the Solid Waste Facility and will be either swept out inside the Active Fill Area of the landfill or tarped when they leave the Solid Waste Facility.
6. Any failure to comply with these requirements shall be documented by the Operator and can result in a turn-back of the truck from the Solid Waste Facility. The Operator shall turn away any transport vehicle or driver from the Solid Waste Facility that has failed to remedy any violation and/or noncompliance with this Policy and Agreement and the Operator shall continue to turn away such vehicle or driver until such violation and/or noncompliance is remedied.
7. The Operator shall terminate an Acknowledged Transporter who repeatedly violates provisions of this Policy and Agreement, and this shall result in termination of the Acknowledged Transporter's ability to haul and dispose of waste at the Solid Waste Facility. Violations shall include, but are not limited to, failure to use County Highway Q as the ingress and egress point to the Solid Waste Facility; failure to meet vehicle requirements, pursuant to this Policy and Agreement; improper discharge of waste on roadways; or for any other activity which would constitute a violation of this Policy and Agreement.

ACKNOWLEDGED TRANSPORTER

SEVEN MILE CREEK LANDFILL, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT H

Sociological Payment Owner-Occupied Residential Property

(See following page for list and see Town Hall for final large map incorporated in Agreement)

**Tiered/Distanced Sociological Payment List of Owner-Occupied Properties (As of 9/30/2022),
as Addendum to Exhibit H**

Through the Initial Term, this list (including the number properties and ownership status) is subject to annual review and revision based on whether the property is owner-occupied. GFL and the Town will work in good faith to update the list to include or exclude properties as appropriate, based on the owner-occupied status of the properties. This sociological payment will apply to existing vacant parcels if they later become owner-occupied with a residence. Except for David Olinger, the sociological payment does not apply to parcels which are created by subdivision after September 30, 2022.

Adjacent – ¼ mile (RED)

1. WELCH, DANIEL H & JANE M; 8109 OLSON DR; PIN 1802022708093202004
2. OLINGER, JAMES A & ELIZABETH A; 1584 S 82ND AVE; 1802022708093202005;
1802022708093302001
3. OLINGER, DAVID; ADDRESS TBD; PIN # TBD – ~5 acres split from 10-acre PIN
1802022708093302001 (subject to recording before November 30 of year seeking payment)
(notification to GFL needed from Olinger)
4. COOLEY, KURT; 1420 S 82ND AVE; PIN 1802022708093302002
5. COOLEY, DEAN; 8160 CONNELL DR; PIN 1802022708093302004
6. OLSON, KEVIN; 1723 S 82ND AVE; PIN 1802022708093109003
7. ROPPE, JOSEPH; 1597 S 82ND AVE; 1802022708093109005
8. LEE, JERROLD R & BETH L; 1421 S 82ND AVE; PIN 1802022708093402001
9. LEE, RANDY M & ROXANN J; 1305 S 82ND AVE; PIN 1802022708093402000;
1802022708094302001; 1802022708094302000
10. PALOMAR, VICTOR; 8310 OLSON DR; PIN 1802022708092402003
11. CONNETT, CHRISTINA; 7418 OLSON DR; PIN 1802022708082400002
12. LEE, KIRSTEN; 1310 S 75TH AVE; PIN 1802022708083400002
13. KRALL, LOIS; 1500 S 75TH AVE; PIN 1802022708083409004
14. KARKER, THOMAS W & KAYLENE M; 1515 S 72ND AVE; PIN 1802022708083400004
15. NICOLAI, JENNIFER; 7415 OLSON DR; PIN 1802022708083100004; 1802022708083100002
16. STEINDL, MICHAEL; 1313 S 75TH AVE; PIN 1802022708083400007; 1802022708171200001
17. STEPHENS, ALAN; 1315 S 75TH AVE; PIN 1802022708084309000
18. RAY, TERRY LEE; 1353 S 75TH AVE; PIN 1802022708084309001
19. THOMPSON, CLAYTON, 1240 S 82ND AVE, PIN 1802022708162200002

¼ mile – ½ mile (BLUE)

1. HOFFSTATTER, SHANE; 8341 OLSON DR; PIN 1802022708093109001
2. MOLTZ, KURT; 8385 OLSON DR; PIN 1802022708093109002
3. SCHILLING, ROGER; 8401 OLSON DR; PIN 1802022708094202000
4. WEDLUND, ALDON N & DIANE M; 8415 OLSON DR; PIN 1802022708094202001
5. SEDIVY, JAMES E & JUDITH E; 8555 OLSON DR; PIN 1802022708094202002
6. ROBELIA, DAWN; 8418 OLSON DR; PIN 1802022708091302003
7. FLASKRUD, BRENT; 8404 OLSON DR; PIN 1802022708091302004

8. FAITH, LORI; 8380 OLSON DR and 8374 OLSON DR; PIN 1802022708092402000;
1802022708092402001
9. CLOSE, TODD P & MAUREEN B; 8332 OLSON DR; PIN 1802022708092402002
10. DEPIES, NORBERT; 7324 OLSON DR; PIN 1802022708082409000; 1802022708082409004
11. JAMES & KAREN HAUCK TRUST; 7272 OLSON DR; PIN 1802022708082409002
12. SLAYTON, FREDERICK; 1636 S 72ND AVE; PIN 1802022708083202002
13. BURNS, TIMOTHY; 1590 S 72ND AVE; PIN 1802022708083202003
14. ROBELIA, DUSTIN; 7134 TOWER DR; PIN 1802022708083309002
15. MARS, LARRY; 1428 S 72ND AVE; PIN 1802022708083309003
16. STORLIE, STEVEN; 1473 S 72ND AVE; PIN 1802022708083409003; 1802022708083409002
17. STEINDL, DAVID; 1633 S 72ND AVE; PIN 1802022708083109000
18. STEINDL, ROBERT; 1739 S 72ND AVE; PIN 1802022708083109001; 1802022708083109003;
1802022708083109002
19. HATZINGER, NICK J & JESSICA A; 1745 S 72ND AVE; PIN 1802022708083100001
20. HEPFLER, JOSHUA; 7211 TOWER DR; PIN 1802022708172100002
21. REAS, MATTHEW E & REBECCA J; 2096 N 75TH AVE; PIN 1802022708082109001
22. CAMPBELL, DENNIS W & KATHLEEN M; 7655 BURNELL DR; PIN 1802022708081200001
23. HEVEY, ROBERT E & KATHLEEN A; 7915 BURNELL DR; PIN 1802022708081100002;
1802022708081100001
24. BAUER, DANIEL J & ELISE R; 8135 BURNELL DR; PIN 1802022708092102000;
1802022708092102002; 1802022708092102001

½ mile – ¾ mile (GREEN)

1. JOHNSON, THOMAS; 8663 OLSON DR; PIN 1802022708094202003
2. KOLLMAN, RONALD; 8711 OLSON DR; PIN 1802022708094109000
3. REIDINGER, MICHAEL P & SHERYL K; 8750 OLSON DR; PIN 1802022708091402003;
1802022708091402002; 1802022708091302000; 1802022708091302009;
1802022708091202003
4. SCHEPPKE, CARLA; 8556 OLSON DR; PIN 1802022708091302001
5. OLINGER, JOHN; 8550 OLSON DR; PIN 1802022708091302002
6. JOHNSON, DALE; 7222 OLSON DR; PIN 1802022708082300001; 1802022708082200001
7. GARNER, KYLE; 1748 S 72ND AVE; PIN 1802022708083202000
8. PATRICIA M KOEHLER TRUST; 7066 TOWER DR; 1802022708083309001
9. SIMON, STEVEN; 7002 TOWER DR; PIN 1802022708083309000
10. OLSON, TYLER C; 7277 BURNELL DR; PIN 1802022708082109003
11. ZIMMERMAN, KATHERINE; 2186 N 75TH AVE; PIN 1802022708082109000
12. CICA, RONALD J & CARRIE L; 7440 BURNELL DR; PIN 1802022708054309000
13. NELSON, ERIK; 7816 BURNELL DR; PIN 1802022708054400002
14. PETERSON, TROY; 8000 BURNELL DR; PIN 1802022708054400001
15. KITTLESON, JAMES; 8017 BURNELL DR; PIN 1802022708092202000
16. BAUER, CHANCE; 8529 BURNELL DR; PIN 1802022708091202000
17. GENE W TELLSTROM & PAMELA J NOVAK REVOC LIVING TRUST; 8617 BURNELL DR; PIN
1802022708091202001

18. CHRISTESON, GEORGE; 8635 BURNELL DR; PIN 1802022708091202002
19. WEBER, JOHN; 8757 BURNELL DR; PIN 1802022708091102000
20. KIESOW, DALE; 8484 BURNELL DR; PIN 1802022708044300003; 1802022708043400002
21. JACKSON, GERALD; 2506 N 84TH AVE; PIN 1802022708043100001; 1802022708043400001
22. JACKSON, JOHN R & PATTY J; 8200 BURNELL DR; PIN 1802022708043400005;
1802022708043400003
23. SOMMERFELD, RICKY; 8110 BURNELL DR; PIN 1802022708043300001
24. SMALL, JEFFERY; 6939 MARTENSON DR; PIN 1802022708181102004
25. NELSON, STEVEN; 6969 MARTENSON DR; PIN 1802022708181102005
26. EDINGTON, BRYAN; 6905 TOWER DR; PIN 1802022708181102012
27. HOENIGMANN, DAVID; 6892 TOWER DR; PIN 1802022708074409002
28. MOSEL, ANTHONY; 6958 TOWER DR; PIN 1802022708074409001
29. GRASER, PHILLIP; 6988 MARTENSON DR; PIN 1802022708181102007

¾ mile (corridor)-1 mile (corridor) (GREY)

1. RAEHL, DEBORAH; 8999 OLSON DR; PIN 1802022708094102001 (beyond ¾ mile but property at intersection of CTH Q and N 90th Ave)
2. SCHALINSKE, PAUL & HELEN; 9007 OLSON DR; PIN 1802022708103202000 (beyond ¾ mile but property at intersection of CTH Q and N 90th Ave)
3. MILES, STEVEN E & SHERRIE L; 1803 N 90TH AVE; PIN 1802022708102302004 (beyond ¾ mile but property at intersection of CTH Q and N 90th Ave)
4. VAN VUREN, DAVID T & SHERRI L; 1896 N 90TH AVE; PIN 1802022708091402000 (beyond ¾ mile but property at intersection of CTH Q and N 90th Ave)
5. ECKLOR, DAVID; 2244 N 90TH AVE; PIN 1802022708091102002 (beyond ¾ mile but property borders N 90th Ave between Burnell and CTH Q)
6. PETKOVSEK, DOUGLAS; 8776 OLSON DR; PIN 1802022708091402001 (beyond ¾ mile but property borders CTH Q, west of N 90th Ave)
7. THIELEN, JEFFERY; 6605 OLSON DR.; PIN 18020227080742001
8. BROWN, KAMMY; 9023 OLSON DR; PIN 1802022708103202001
9. RODGERS, JACOB; 9020 OLSON DR; PIN 1802022708102302003
10. ANDERSON, JOHN; 9409 BURNELL DR; PIN 1802022708101202001
11. GILLES, JEROME D & KATHERINE M; 2400 N 90TH AVE; PIN 1802022708044400002
12. JENSEN, PATRICK; 2314 N 90TH AVE; PIN 1802022708044400003
13. PETERSON, MELISSA & PAUL; 9106 OLSON DR; PIN 1802022708102302002

Remainder of Properties ¾ mile radius to 1 mile from Landfill (YELLOW)

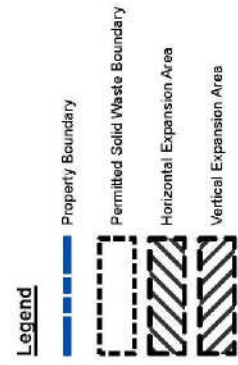
1. GINGRAS, PAUL; 2323 N 84TH AVE; PIN 1802022708044309000
2. ROCKOW, LELAND; 2424 N 84TH AVE; PIN 1802022708043400004
3. VANDERWYST, THOMAS J & ROXANN S; 9017 OLSON DR; PIN 1802022708103202002
4. CONRAD, MITCHELL; 2610 N 77TH AVE; PIN 1802022708054200001
5. WILLSON-BROYLES, DONALD F & MARNEE L; 2795 N 67TH AVE; PIN 1802022708053200001

6. JACKSON, DANN J & KRISTINE K; 2477 N 84TH AVE; PIN 1802022708044300001
7. MALONE, GRACE; 8700 BURNELL DR; PIN 1802022708044400004
8. WEISS, WILLIAM J & JANET A; 8808 BURNELL DR; PIN 1802022708044400001
9. THOMPSON JR, TIMOTHY; 8809 BURNELL DR; PIN 1802022708091102001
10. JOHNSON, PAMELA; 7087 BURNELL DR; PIN 1802022708082209000
11. STIEHL-BACKSTROM LLC; 6814 BURNELL DR; PIN 1802022708064400001
12. MAREK, SCOTT; 2015 N 65TH AVE; PIN 1802022708071100004
13. BERGESON, JOHN D & CATHY L; 6903 BURNELL DR; PIN 1802022708071100002
14. PROFFITT, JESSE; 6895 MARTENSON DR; PIN 1802022708181102003
15. ENGEN, JASON & MELANIE; 6745 MARTENSON DR; PIN 1802022708181102002
16. WETZEL, ROBIN; 6733 MARTENSON DR; PIN 1802022708181109007
17. KORNFEIND, ANTHONY; 6742 MARTENSON DR; PIN 1802022708181109006
18. SINETTE, JOSEPH; 6846 MARTENSON DR; PIN 1802022708181102001
19. SMITH, DANIEL J & MARY B; 6601 TOWER DR; PIN 1802022708181200003
20. PEDERSON, MARK A & MICHELE A; 6817 TOWER DR; PIN 1802022708181109003
21. COLLE, CHRISTOPHER; 6815 TOWER DR; PIN 1802022708181109004
22. QUINN, BENJAMIN; 6835 TOWER DR; PIN 1802022708181109000
23. MARTIN, STEVEN; 6889 TOWER DR; PIN 1802022708181109001
24. BAKER, ELLIOTT; 6824 TOWER DR; PIN 1802022708074409000
25. KOWALCZYK, JOSHUA; 1501 S 65TH AVE; PIN 1802022708074309001
26. SIMON, ANTHONY; 7004 BURNELL DR; PIN 1802022708082200002

EXHIBIT I

**VISUAL IMPACT MITIGATION AND TRACKING OF FOREIGN MATERIALS
CLEANUP LOCATION AND POLLINATOR/VEGETATION AREAS**

(See following page)



NOTES

1. SEVEN MILE CREEK LANDFILL MAINTAINS AREA AS A SLOW RELEASE TRAIL FOR BUTTERFLY AND NATIVE WINTER MONTHS AND MANAGES AREA FOR NATIVE VEGETATION WHICH SUPPORTS KARNER BLUE BUTTERFLY POPULATION IN SPRING, SUMMER AND FALL.
2. SEVEN MILE CREEK LANDFILL MAINTAINS NATIVE VEGETATION IN THIS AREA TO SUPPORT KARNER BLUE BUTTERFLY POPULATIONS.
3. THIS AREA IS RESERVED FOR PROMOTING POLLINATOR AND BUTTERFLY POPULATIONS. THE TWO EXISTING BUILDINGS WILL REMAIN.
4. SEVEN MILE CREEK LANDFILL WILL MAINTAIN TREES IN THIS CORRIDOR TO AID IN SCREENING VIEWS OF THE LANDFILL FROM HIGHWAY 210 (S 82ND DR). SEVEN MILE COMPLETED PLANTING IN THIS AREA IN 2021.
5. AERIAL IMAGE SOURCE IS NEARMAP. DATED 05/13/2022.

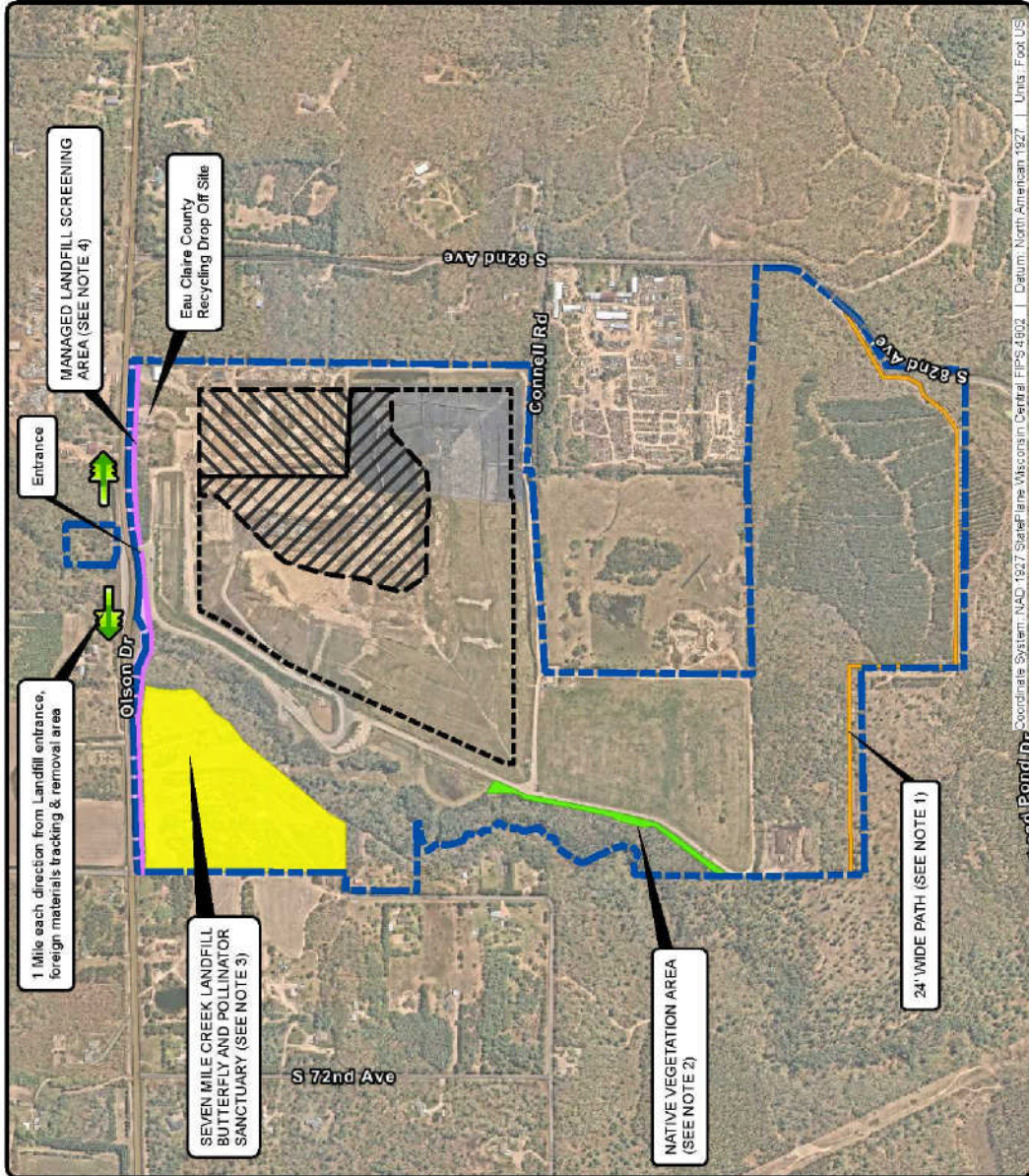


EXHIBIT
I
PROJECT NO.
4-221237

GFL ENVIRONMENTAL
SEVEN MILE CREEK LANDFILL
EAU CLAIRE, WISCONSIN
RECREATION AND NATURAL ENHANCEMENTS PLAN

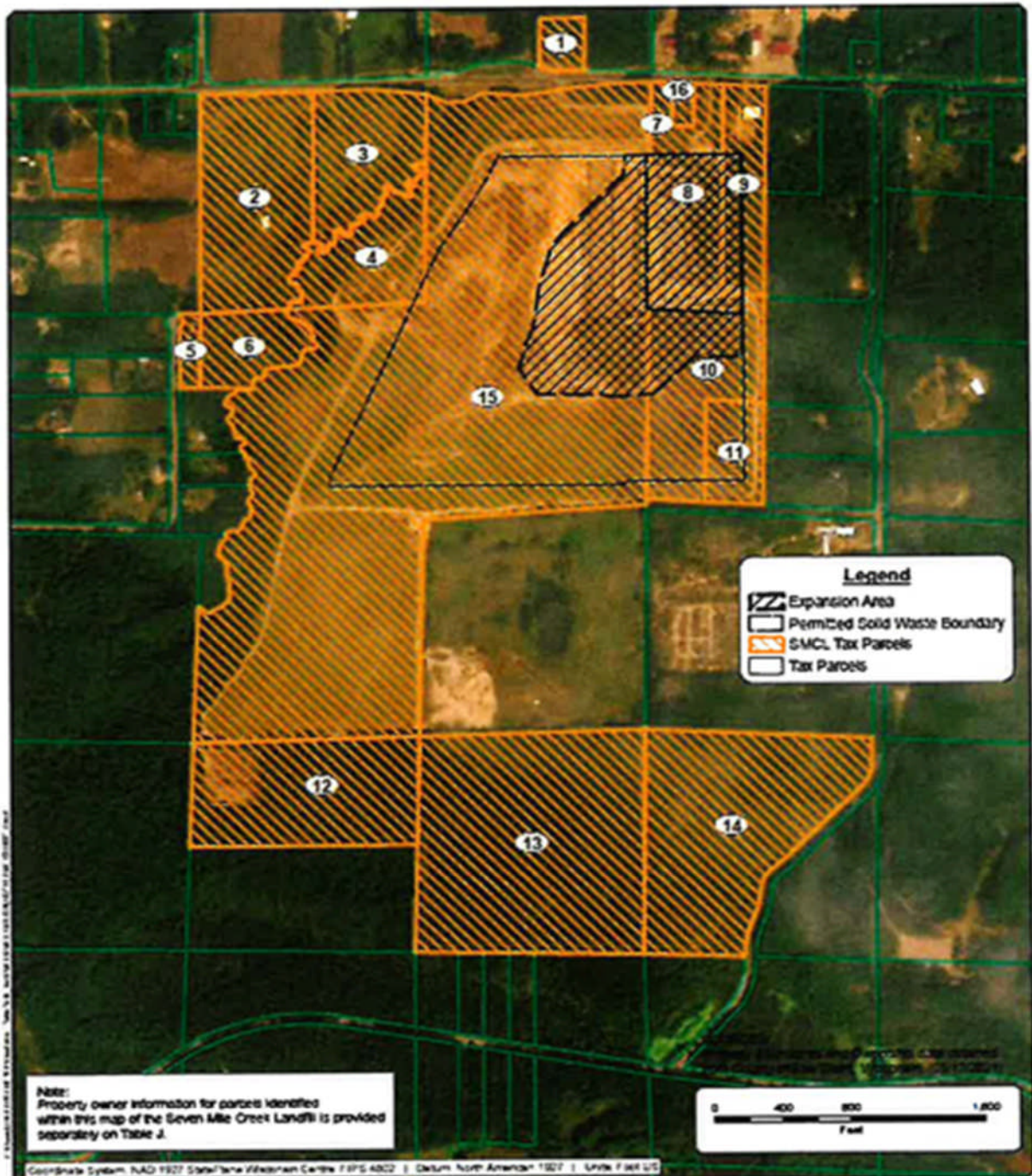
TETRA TECH
PREPARED BY: TETRA TECH
APPROVED BY: [Signature]
DATE CREATED: 9/9/2022

PREPARED BY:
SSW
APPROVED BY:
MUT
DATE CREATED:
9/9/2022

EXHIBIT J

MINIMUM PROPERTY VALUATION PROPERTIES MAP

(See following page)



PREPARED BY
SOW
APPROVED BY
GJR
DATE CREATED
3/29/2021

TETRA TECH

PREPARED BY TETRA TECH
The accuracy and reliability of this information is not warranted by Tetra Tech. Tetra Tech is not responsible for any errors or omissions in this information. Tetra Tech is not liable for any damages, including consequential damages, arising from the use of this information.

SEVEN MILE CREEK LANDFILL
EAU CLAIRE, WISCONSIN
Proposed Sector 2 Northeast Expansion
**MINIMUM PROPERTY VALUATION
PROPERTIES MAP**

LAYER I
J
PROJECT NO
421253

Table J
Seven Mile Creek Landfill, LLC
Proposed Sector 2 Northeast Expansion
Minimum Property Valuation
Properties Table

Map ID	Computer No.	Property Tax ID	Property Address
1	20104007000	1802022708081400000	7900 OLSON DR EAU CLAIRE WI 54703
2	20104208000	1802022708084200000	1625 S 75TH AVE EAU CLAIRE WI 54703
3	20104208010	1802022708084200000	7525 OLSON DR EAU CLAIRE WI 54703
4	20104208020	1802022708084200000	8001 OLSON DR EAU CLAIRE WI 54703
5	20104201000	1802022708083400000	1503 S 75TH AVE EAU CLAIRE WI 54703
6	20104209000	1802022708084300000	1503 S 75TH AVE EAU CLAIRE WI 54703
7	20123004000	1802022708093200000	8005 OLSON DR EAU CLAIRE WI 54703
8	20123003000	1802022708093200000	8011 OLSON DR EAU CLAIRE WI 54703
9	20123006000	1802022708093200000	8105 OLSON DR EAU CLAIRE WI 54703
10	20123002000	1802022708093300000	8040 CONNELL DR EAU CLAIRE WI 54703
11	20123010000	1802022708093300000	8140 CONNELL DR EAU CLAIRE WI 54703
12	20106404010	1802022708171300000	8001 OLSON DR EAU CLAIRE WI 54703
13	20106405000	1802022708171400000	8001 OLSON DR EAU CLAIRE WI 54703
14	20106209010	1802022708162300000	8001 OLSON DR EAU CLAIRE WI 54703
15	20111148900	1822122708084400000	8001 OLSON DR EAU CLAIRE WI 54703
16	20123005000	1802022708093200000	8009 OLSON DR EAU CLAIRE WI 54703

Prepared by: LS Checked by: SF

Note: 1) Table J refers to Exhibit J

Exhibit K

PROPERTY VALUE PROTECTION PLAN

(See Town Hall for final large map incorporated in Agreement)

This Property Value Protection Plan (“Plan”) is offered to certain property owners and their respective properties, as attached hereto, pursuant to a negotiated agreement between the Affected Municipalities and Seven Mile Creek Landfill for a proposed landfill expansion. Such Property Owners must satisfy the criteria listed herein and comply with the requirements of this Plan to receive any benefits provided under the Plan. A Summary of the Plan is attached.

A. Utilization of Plan and Determining Fair Market Value.

If a Property Owner desires to sell their Property and receive benefits under this Plan, the Property Owner shall notify the Company in writing by certified mail. The Property Owner and the Company shall either attempt to agree upon a fair market value for the Property within fifteen (15) days of receipt of the notification from Property Owner or the Company may instruct the Property Owner to obtain an appraisal of the Property to determine the Fair Market Value. The Property Owner shall provide the Company and appraiser with the Real Estate Condition Report required under Wisconsin law (see attached, as may be amended by Wis. Stat. § 709.03) and the Company shall be permitted to obtain a home inspection report at its expense and provide the report to the appraiser. The Company shall reimburse the Property Owner for the costs of such appraisal within thirty (30) days of the Property Owner providing the appraisal invoice to the Company provided such cost is customary and reasonable and meets HUD standards in the Eau Claire County area. In the event Property Owner withdraws the Property from this Plan before Closing the Property Owner shall repay the invoiced cost of the first appraisal in full to the Company within 90 days after notice from GFL. If the Property Owner fails to repay within 90 days after notice from GFL, the appraisal amount shall be deducted from the next sociological payment due and paid to the Property Owner.

The appraiser shall be instructed to determine the Fair Market Value of the Property with the following conditions:

1. Assume that no landfilling activities are or will be undertaken at the Active Fill Area.
2. Any comparables selected by the appraiser shall be located a sufficient distance away from the Active Fill Area so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Active Fill Area. Comparables shall exclude any property previously sold under this Plan.
3. A complete appraisal as required for use for HUD financing shall be satisfactory for residential property.

For farm property with residences and other outbuildings, or other types of real estate, a full narrative appraisal shall be prepared. The appraisal shall be prepared in full compliance with any and all State and HUD standards that pertain to the preparation of an appraisal of the Property, except those standards that are specifically pre-

empted by these instructions. The appraisal shall consider the real estate only and shall not consider the value of any business, commercial, industrial, or institutional operations that may be occurring on the Property.

4. The appraiser shall note and consider the condition of the Property, both interior and exterior, at the time of the appraisal, as well as the condition and quality of the land and water supply, and incorporating the findings of any home inspection report procured by either the Property Owner or the Company. The appraiser shall determine that the Property is suitable for occupancy.

If Company accepts the appraised value, then that value becomes the Fair Market Value. The Company shall have fifteen (15) days from the receipt of the appraisal to reject the first appraisal, otherwise the appraisal shall be deemed to be accepted and the appraised value shall become the Fair Market Value.

If the Company does not accept the appraised value it may retain, at its own expense, a qualified professional appraiser who shall be similarly instructed as above to determine the Fair Market Value of the Property, based upon the same criteria as above. This second appraisal shall be conducted within thirty (30) days of Company not accepting the first appraisal. If Company elects to obtain a second appraisal, it shall provide a copy to the Property Owner, and Property Owner may elect to accept the second appraisal as the Fair Market Value. If the difference in the value of the Property between the two appraisals is less than 5%, then the Company shall have the option to establish the Fair Market Value as the average between the two appraisals and if it chooses to determine the Fair Market Value by averaging the appraisals, Company shall elect such option within ten (10) days of the second appraisal being received by the Property Owner. In such event, the Property Owner may then elect and shall attempt to sell their Property at an asking price equal to the average of the two (2) appraised values or at such higher amount as the Property Owner and Company agree. In any event, the Fair Market Value as established pursuant to this paragraph shall not be less than 95% of the Property Owner's appraisal.

If the Fair Market Value is not established through the above process, then the parties shall instruct the two (2) previously selected appraisers to choose a third qualified professional appraiser to complete an appraisal on the Property within thirty (30) days of the second appraisal's completion, using the same criteria as previously given to the other appraisers, and that appraisal shall be binding. The appraisal fee for the third appraiser shall be split between the parties. For the purpose of this section, "qualified professional appraiser" shall mean a person who is unrelated to and unaffiliated with the Property Owners and Company, is authorized/certified to conduct HUD appraisals and licensed as may be required by the State of Wisconsin and who is a member of at least one (1) national appraisal association. If the Property Owners do not accept the final appraisal as determined under this Plan, coverage under the Plan is terminated and the Company will have no further obligations under the Plan.

From and after the date of determining the Fair Market Value, the Property Owners shall keep, maintain and operate the Property so as to not impair the value of the property or cause or permit any waste of the Property. In connection therewith Property Owners shall make all necessary repairs and replacements until the sale of the Property, such that the Property shall

be of substantially the same quality and condition at the time of Closing as on the date a Fair Market Value was determined. Property Owners shall not grant, convey, dispose of, sell, encumber, assign or transfer any interest in the Property, including but not limited to entering into any contract, option, lease, easement, or other agreement granting any interest whatsoever in the Property after electing to sell the Property under the Plan, without the prior written consent of the Company, provided however Property Owners may convey, dispose of or sell their entire interest in the Property to a Related Transferee after electing to sell the Property under the Plan due to a divorce decree or death without the Company's consent.

B. Company First Right of Refusal.

After the Fair Market Value is established by agreement of the parties or determined through the appraisal process, the Company may, within five (5) days of the Fair Market Value being established, elect to offer to buy the Property for that Fair Market Value and, then the Property Owners must either sell the Property to the Company or forego the right to be covered on this Plan. Notwithstanding the above, outside of the above five-day window, no provision in this Plan shall be construed to grant the Company any option to purchase rights or rights of first refusal as against any potential third-party purchaser during the term of the listing contract.

C. List Price and Price Reductions.

The Property Owner(s) shall initially list the Property with a licensed real estate broker at the Fair Market Value or such other price mutually agreed upon by the Property Owner and the Company. Prior to entering into a listing contract with a licensed real estate broker, Property Owners shall provide the Company written notice identifying the broker with whom they wish to list their Property and a copy of the proposed listing agreement. The broker shall be licensed in Wisconsin, not related to or affiliated with the Property Owners and shall be a member of the Board of Realtors Multiple Listing Exchange. The Property Owner shall be responsible for and shall pay any brokers fees. Both the Company and the Property Owners shall act in good faith concerning any attempt to obtain a bona-fide third party purchaser of the Property at or as close to the Fair Market Value as reasonably possible.

Said listing contract shall specifically provide that the broker shall list the Property in the MLS and shall agree to keep said Property so listed until the occurrence of either the sale of the Property or the expiration of 210 days. The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms as set out in said listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms.

The List Price may, at the direction of the Company after reasonable consultation with the Property Owner and the Property Owner's broker, be reduced from time to time to promote a sale consistent with the requirement to make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms.

D. Offers to Purchase.

The Property Owners shall promptly provide the Company with a copy of every Offer to Purchase (whether oral or written) which they receive. The Property Owner shall not accept or reject any offer until the Company has given direction to either accept or reject the offer, provided Company timely gives direction whether to accept, counter or reject the offer and provided Company has reasonably consulted with the Property Owner and the Property Owner's broker regarding the same. The Company shall respond to any offer within the timeframe in the offer required for the Property Owner to accept, counter or reject the offer which shall be no less than three business days. Failure of the Company to timely respond to any offer shall be deemed an acceptance and still avail the Property Owner to the benefits of this Plan. The Company may approve an offer to purchase at a price below the Fair Market Value. In such event of a sale in an amount less than the Fair Market Value, so long as the Property Owner complies with the terms of this Plan, Company agrees to pay to the Property Owners the difference in cash between the sale price and the Fair Market Value if the sale price is less than the Fair Market Value. Company shall remit payment to the Property Owner in the amount of the difference between the Fair Market Value and the actual sale price at Closing.

E. Guaranteed Purchase after Two Hundred Ten (210) Days.

In the event that the Property Owner listed the Property with a licensed real estate broker but, after two hundred ten (210) days (the "Listing Period"), received no offer to purchase the Property that is accepted by the Company and has otherwise complied with the terms of this Plan, the Company agrees to purchase the Property outright at the Fair Market Value (as determined in Section A above), subject to the terms and conditions of this Section E.

- (i) **Closing.** Closing of the transaction described in this Section E shall occur within 60 days following the expiration of the Listing Period (the "**Closing**" or "**Closing Date**"); provided however, nothing herein shall obligate Company to purchase the Property until all title objections with respect to the Property shall have been cured by Property Owner and all other closing conditions have been satisfied. Possession of the Property shall be delivered by Property Owner to Company at Closing.
- (ii) **Inspection of Property.** Upon the Company's agreement to purchase the Property in fee simple at the Fair Market Value, the Company may, with reasonable prior notice to Property Owner, enter upon the Property to perform such examinations, surveys, environmental inspections and other tests and investigations desired by the Company, including, without limitation, taking soil and groundwater samples, conducting hazardous materials and wetlands inspections (the "Inspections"). The purpose of the Inspections is to ensure that no material property damage resulting directly from Property Owner's actions, beyond normal wear and tear, has occurred in the Property between the date that Fair Market Value was established and the Closing Date. If material property damage has occurred, the Company will notify the Property Owner of the material property damage and shall provide the Property Owner(s) copies of

evaluations or documentation evidencing the material property damage within ten (10) days of the Listing Period's expiration date, or such claim shall be waived by Company. Company may only claim material property damage has occurred and use the remedies under this subsection if Company has a good faith belief and documented evidence of such damage. Property Owner(s) shall have the right to: (1) cure and repair such damage in a good and workmanlike manner; (2) deduct from the sale price the cost of repairing such damage in a good and workmanlike manner; or (3) escrow 100% of the amount necessary to cure the material property damage in a good and workmanlike manner from the sale proceeds with a third party, pending determination of any dispute regarding liability therefore or cost thereof.

- (iii) **Title.** Property Owner shall represent and warrant that it holds good and marketable fee simple title to the Property. Within ten (10) days following the expiration of the Listing Period, Property Owner shall provide the following to the Company: (a) a commitment for the issuance of an owner's title insurance policy, indicating an insured amount equal to the Fair Market Value as determined in Section A. Any liens removable by the payment of money shall be the sole obligation of the Property Owner to satisfy prior to or at Closing. Company shall provide Property Owner with notice of any objections to title prior to Closing. Property Owner shall use reasonable good faith and diligent efforts to cure such objections to title by Closing. If Property Owner fails to cure such title objection(s) of a monetary nature, Company may close subject to such objections, with a reduction in the Purchase Price as necessary to satisfy any monetary liens or encumbrances. Notwithstanding anything herein contained to the contrary, any existing deeds to secure debt, mortgages, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances shall be satisfied and paid by Property Owner at Closing by a deduction of the Purchase Price otherwise payable to Property Owner.
- (iv) **Closing Deliverables.** The Property shall be conveyed and transferred by Property Owner to Company at Closing by the following instruments:
- a. **Deed.** A Warranty Deed (the "**Deed**") in proper form for recording, duly executed by Property Owner and acknowledged so as to convey to Company good and marketable title in fee simple to the Property free and clear of all claims, liabilities, obligations, security interests, liens, judgments, encumbrances, adverse rights, interests or claims, licenses, covenants, options or rights of first refusal, as necessary to vest in Company at the Closing all legal and beneficial right, title and interest in and to the Property.

- b. No Lien Affidavit. A standard affidavit as to liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen who have provided services or materials for said Property within six (6) months prior to closing.
 - c. FIRPTA Affidavit. At closing Property Owner will execute and deliver to Company an affidavit regarding such matters ("**FIRPTA**"). If Property Owner fails to execute and deliver such FIRPTA, Company may deduct and withhold from the Purchase Price such amounts as Company may be required to withhold in order to satisfy any of Company's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.
 - d. Closing Statement. A duly executed Closing Statement that complies with the provisions of this Plan.
 - e. Property Protection Plan Compliance. Property Owners shall provide proof of the listing contract and a certification of their good faith attempt to sell the Property under the terms of this Plan, consistent with the attached certification.
 - f. Title Company Certifications. Such certifications, affidavits, and materials as shall be required in connection with the issuance to Company of an owner's title insurance policy.
 - g. Miscellaneous. Any other documents, instruments or agreements called for hereunder which have not previously been delivered or which are reasonably necessary to close the transaction as contemplated by this Plan and any documents required by the title insurance company insuring the policy of title insurance in favor of Company.
- (v) **Prorations, Adjustments and Closing Costs**. Taxes and assessments shall be prorated and adjusted between the Property Owner and Company as of 12:00 a.m. on the day of Closing. All ad valorem taxes and municipal or improvement assessments for the calendar year in which Closing occurs shall be prorated between the Property Owner and the Company as of the date of Closing. Each party shall be responsible for pay its own expenses incurred by such party in connection with the authorization, negotiation, preparation, execution and performance of this Agreement and other agreements referred to herein. The expenses of Closing shall be paid in the following manner:
- a. Seller's Costs. Seller shall pay:
 - i. any and all prorations or adjustments at or prior to Closing;
 - ii. the costs of Seller's attorneys fees;

- iii. the cost of title insurance;
 - iv. documentary stamps taxes, and any other transfer taxes associated with the recording of the Deed; and
 - v. any brokerage or finders fee, commission or similar payment based upon any agreement or understanding made, or alleged to have been made, by any person with Seller in connection with this Agreement.
- b. Company's Costs. Company shall pay:
- i. any and all prorations or adjustments after Closing;
 - ii. recording fees in connection with the recording of the Deed;
 - iii. the costs of Company's attorneys fees; and
 - iv. All other Company's own costs and fees; and
 - v. the Purchase Price

F. Annual Cap on Guaranteed Purchases.

It is herein agreed and understood that the Company shall not be required to purchase more than four (4) properties under this Plan in any one-year period (the "Purchase Cap") that runs from January 1 in one calendar year to December 31 of the same calendar year (the "Cap Calendar"). The order of acquisition of said properties shall be based on the order of date that said property qualifies for the guaranteed purchase after the Listing Period.

A property is not counted against the Purchase Cap if: (1) a property is simply enrolled in the Plan; or (2) if the Company compensates a Property Owner for the difference between the purchase price and the Fair Market Value; or (3) if the Company voluntarily purchases a property, whether or not the property is enrolled in the Plan, i.e., the property is not part of a guaranteed purchase after the Listing Period.

If Company is required to purchase fewer than four (4) properties under the Plan in the Cap Calendar, those excess properties not purchased do not accrue and bank into a subsequent Cap Calendar. By way of example of the foregoing, if Company is required to purchase one (1) property under the Plan in the first Cap Calendar, there will not be seven (7) properties in the Purchase Cap in the following Cap Calendar.

If Company has reached the Purchase Cap in a Cap Calendar and a Property Owner otherwise qualifies for the guaranteed purchase of the respective property under the Plan during that Cap Calendar, that Property Owner's property shall be queued and given priority for Company to purchase into the following Cap Calendar, and Company shall be required to purchase the property in the next available Cap Calendar or Cap Calendars as applicable ("Rollover Purchase"). Properties will be given higher priority based on the order of the date they meet the guaranteed purchase requirement after the Listing Period. By way of example of the foregoing:

“Property A” became eligible for the guaranteed purchase on June 1, 2023 and was the fifth property required to be purchased under the plan in the 2023 Cap Calendar. “Property B” became eligible for the guaranteed purchase on June 2, 2023 and was the sixth and last property required to be purchase under the plan in the 2023 Cap Calendar. Property A and Property B will not be purchased in the 2023 Cap Calendar. Property A will instead be given first priority to be purchased in the 2024 Cap Calendar, followed by Property B, followed by other properties that may become eligible during that 2024 Cap Calendar.

If a property or properties become eligible for the guaranteed purchase in the final year of the Landfill’s operation, before Final Closure, such Rollover Purchase shall carry forward into and beyond Final Closure until purchased by Company.

G. Assignment or Transfer.

The protections of this Plan are personal to the Property Owners and, if assigned, to certain Related Transferees described below, and specific to the Property as described on Exhibit K in its current form as of the date of this Plan, and shall terminate in accordance with the terms hereof or when the Property, or any part thereof, is sold, conveyed, or otherwise transferred or title is encumbered, unless such sale, conveyance, or other transfer or title encumbrance is to a Related Transferee. For the purposes of this Plan, Related Transferees include: spouse, parent or parents, child(ren), step-parents or step-child(ren), son-in-law or daughter-in-law, trust established by the property owner eligible for the Plan, and/or a beneficiary of a will or a person that acquires the property through decent or survivorship as long as the beneficiary or person is a spouse, parent, step-parent, child, step-child, son-in-law or daughter-in-law of the person eligible for the Plan. Related transferees are eligible for the property protection plan set forth in this Plan only if the Related Transferees are transferred ownership of the entire parcel of property.

H. Adjoining Vacant Properties.

Certain properties on the list attached hereto contain a residence and connected vacant lot(s). (Noted with asterisks). In the event the property owners sells adjoining properties combined (both with the residence and vacant lot(s)) as part of one sale, then the protections of this Plan apply. A vacant lot, sold by itself and without including the property that contains the residence, is excluded from this Plan.

I. Plan Term.

The Plan shall be in effect during the Initial Term and any Property Owner who wishes to avail themselves of the Plan must submit the initial notice required under Section A no later than the expiration of the Initial Term. Any Rollover Purchase originating during the Initial Term shall carry into and beyond Final Closure.

Property Value Protection Plan Owner and Property Attached List to Exhibit K

Adjacent – ¼ mile

1. WELCH, DANIEL H & JANE M; 8109 OLSON DR; PIN 1802022708093202004
2. *OLINGER, JAMES A & ELIZABETH A; 1584 S 82ND AVE; 1802022708093202005;
1802022708093302001
3. OLINGER, DAVID; ADDRESS TBD; PIN # TBD – ~5 acres split from 10-acre PIN
1802022708093302001 (subject to timely recording)
4. COOLEY, KURT; 1420 S 82ND AVE; PIN 1802022708093302002
5. COOLEY, DEAN; 8160 CONNELL DR; PIN 1802022708093302004
6. OLSON, KEVIN; 1723 S 82ND AVE; PIN 1802022708093109003
7. LEE, JERROLD R & BETH L; 1421 S 82ND AVE; PIN 1802022708093402001
8. *LEE, RANDY M & ROXANN J; 1305 S 82ND AVE; PIN 1802022708093402000;
1802022708094302001; 1802022708094302000
9. PALOMAR, VICTOR; 8310 OLSON DR; PIN 1802022708092402003
10. COOLEY, DEAN; 7780 OLSON DR; PIN 1802022708081400001; 1802022708081300001
11. *STEINDL, MICHAEL; 1313 S 75TH AVE; PIN 1802022708083400007; 1802022708171200001
12. STEPHENS, ALAN; 1315 S 75TH AVE; PIN 1802022708084309000
13. RAY, TERRY LEE; 1353 S 75TH AVE; PIN 1802022708084309001
14. CONNETT, CHRISTINA; 7418 OLSON DR; PIN 1802022708082400002
15. LEE, KIRSTEN; 1310 S 75TH AVE; PIN 1802022708083400002
16. SMITH, PAUL; 1407 S 72ND AVE; PIN 1802022708083400003
17. KRALL, LOIS; 1500 S 75TH AVE; PIN 1802022708083409004
18. *NICOLAI, JENNIFER; 7415 OLSON DR; PIN 1802022708083100004; 1802022708083100002
19. KARKER, THOMAS W & KAYLENE M; 1515 S 72ND AVE; PIN 1802022708083400004
20. THOMPSON, CLAYTON, 1240 S 82ND AVE, PIN 1802022708162200002

¼ mile – ½ mile

1. HOFFSTATTER, SHANE; 8341 OLSON DR; PIN 1802022708093109001
2. MOLTZ, KURT; 8385 OLSON DR; PIN 1802022708093109002
3. SCHILLING, ROGER; 8401 OLSON DR; PIN 1802022708094202000
4. WEDLUND, ALDON N & DIANE M; 8415 OLSON DR; PIN 1802022708094202001
5. SEDIVY, JAMES E & JUDITH E; 8555 OLSON DR; PIN 1802022708094202002
6. ROBELIA, DAWN; 8418 OLSON DR; PIN 1802022708091302003
7. *FAITH, LORI; 8380 OLSON DR and 8374 OLSON DR; PIN 1802022708092402000;
1802022708092402001
8. CLOSE, TODD P & MAUREEN B; 8332 OLSON DR; PIN 1802022708092402002
9. DEPIES, NORBERT; 7324 OLSON DR; PIN 1802022708082409000
10. BURNS, TIMOTHY; 1590 S 72ND AVE; PIN 1802022708083202003
11. ROBELIA, DUSTIN; 7134 TOWER DR; PIN 1802022708083309002
12. MARS, LARRY; 1428 S 72ND AVE; PIN 1802022708083309003
13. *STORLIE, STEVEN; 1473 S 72ND AVE; PIN 1802022708083409003; 1802022708083409002

14. STEINDL, DAVID; 1633 S 72ND AVE; PIN 1802022708083109000
15. *STEINDL, ROBERT; 1739 S 72ND AVE; PIN 1802022708083109001; 1802022708083109003
16. HATZINGER, NICK J & JESSICA A; 1745 S 72ND AVE; PIN 1802022708083100001
17. HEPFLER, JOSHUA; 7211 TOWER DR; PIN 1802022708172100002
18. CAMPBELL, DENNIS W & KATHLEEN M; 7655 BURNELL DR; PIN 1802022708081200001
19. *BAUER, DANIEL J & ELISE R; 8135 BURNELL DR; PIN 1802022708092102000;
1802022708092102002; 1802022708092102001
20. SLAYTON, FREDERICK; 1636 S 72ND AVE; PIN 1802022708083202002
21. *HEVEY, ROBERT E & KATHLEEN A; 7915 BURNELL DR; PIN 1802022708081100002;
1802022708081100001

½ mile – ¾ mile (corridor)

1. JOHNSON, THOMAS; 8663 OLSON DR; PIN 1802022708094202003
2. *REIDINGER, MICHAEL P & SHERYL K; 8750 OLSON DR; PIN 1802022708091402003;
1802022708091402002; 1802022708091302000; 1802022708091302009;
1802022708091202003
3. SCHEPPKE, CARLA; 8556 OLSON DR; PIN 1802022708091302001
4. OLINGER, JOHN; 8550 OLSON DR; PIN 1802022708091302002
5. JOHNSON, DALE; 7222 OLSON DR; PIN 1802022708082300001; 1802022708082200001
6. GARNER, KYLE; 1748 S 72ND AVE; PIN 1802022708083202000

*Denotes ownership of parcel with residence and vacant parcels

Summary of Property Value Protection

1. If desired by Property Owner to use the Plan, notification by certified mail to Company of desire to utilize plan.
2. Fifteen (15) days for PO and Company to negotiate Fair Market Value (“FMV”) or Company instructs PO to obtain **first** appraisal.
3. PO to provide Real Estate Condition Report (attached); obtain first appraisal at Company expense (if home withdrawn from Plan, appraisal cost owed to Company by PO); Company may obtain home inspection report.
4. Fifteen (15) days for Company to decide whether to accept PO’s first appraisal as FMV.
5. If Company does not accept appraisal, then thirty (30) days for Company to obtain a second appraisal.
6. If FMV cannot be established through two appraisals, then binding third appraisal within thirty (30) days, appraisal costs split between parties.
7. Once FMV is established, Company has five (5) days to exercise first right of refusal to buy property at FMV, and if Company opts to buy, PO required to sell to Company or else lose all coverage of the Plan.
8. If Company does not exercise first right of refusal, then property is listed with realtor which is a member of the Board of Realtors Multiple Listing Exchange.
9. PO must list property for 210 days.
10. PO must provide Company with all offers to purchase. Company must timely direct PO to accept, reject or counter. Company may approve an offer for less than FMV and agree to pay the PO the difference between the sale price and FMV. To promote a sale, list price may be adjusted by Company after consultation with PO and PO’s broker.
11. If an offer is not accepted within the 210-day listing period, then Company shall purchase the property at FMV. NOTE: Company is only required to purchase four (4) properties in a calendar year, but properties “in line” for purchase will get moved to next calendar year.
12. Closing shall occur within sixty (60) days of expiration of the listing period.

*This is a summary of the Property Value Protection Plan (“Plan”) and is being provided for informational purposes only. This Summary does not create new obligations to PO or Company and it does not supersede or replace the Plan. ***Property owners are encouraged to read the full Plan for all details regarding the Plan and their rights and responsibilities under it.***

CERTIFICATION OF GOOD FAITH SALE ATTEMPT

_____, (“Property Owner”) hereby certifies his/her/their good faith attempt to sell the Property under the terms of this Property Value Protection Plan as set forth in the 2022 Seven Mile Creek Landfill Expansion Final Negotiated Agreement.

Dated this _____ day of _____, 20__

By: _____

Dated this _____ day of _____, 20__

By: _____

REAL ESTATE CONDITION REPORT

Page 1 of 6

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____
IN THE _____
(CITY) (VILLAGE) (TOWN) OF _____, COUNTY OF _____
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

- | | YES | NO | N/A |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| B1. Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system?
Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?
NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B12. Explanation of "yes" responses _____

_____ | | | |

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?
NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?
Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?
Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?
Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D9. Are you aware of defects in an "LP" tank on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D10. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| F11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land.
Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F19. Explanation of "yes" responses _____

_____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of other defects affecting the property?
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G5. The owner has owned the property for _____ years. | | | |
| G6. The owner has lived in the property for _____ years. | | | |
| G7. Explanation of "yes" responses _____

_____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

FACT SHEET

TO FILE NO. 22-23/067

A carbon credit is a digital tradable certificate confirming that one ton of CO₂ (or equivalent greenhouse gas) has been averted in a given year by an environmental project or business. These Carbon Credits are verified by an international standards agency such as the American Carbon Registry (ACR) or other standards. Carbon Credits are typically bought by businesses or individuals seeking to offset their carbon footprints. They are created by environmental projects preserving the rainforest, or investment in technology that reduces/removes CO₂ emissions from the atmosphere.

Once a Carbon Credit project proves through a process of qualification and quantification that it has reduced, removed, or avoided greenhouse gas emissions, verified credits from that project are made available within the carbon market (on trading exchanges or blockchain networks) as carbon credits.

There are two types of Carbon Markets:

1. Mandatory or Compliance Market
2. Voluntary Market

Anew, formerly known as Bluesource, is a prominent company and has been developing and selling carbon credits in North American markets since 2001. Anew has worked with the Eau Claire County Parks and Forest Department on a Voluntary Market proposal since May of 2021. Based on County owned forest and park lands it has been determined that Eau Claire County owns 37,845 acres of available and appropriate lands. Those lands are expected to produce 714,000 voluntary carbon credits over the first ten years in said program. At current market prices those credits would sell for an estimated \$9.46 million.

Anew's proposal is to inventory, verify, and manage the carbon credits before marketing and selling the credits on the voluntary exchange. Anew would front the initial costs of said work. Upon the sale of the carbon credits Anew would retain 25% of the return from the sale of each credit and Eau Claire County would retain the remaining 75% return. The contract with Anew is set for a term of ten years.

While the contract with Anew is set for ten years, Eau Claire County would continue to have obligations to monitor and inventory the lands per the requirements of the ACR on a set schedule for a total of 40 years.

Fiscal Impact: \$0.00



Respectfully Submitted
Parks and Forest Director
Josh Pedersen

2
3 RESOLUTION REQUESTING TO DEVELOP A FOREST CARBON OFFSET PROJECT IN
4 EAU CLAIRE COUNTY
5

6 WHEREAS, since May of 2021, the Parks and Forest Department has researched the
7 merits of enrolling Eau Claire County owned lands in a carbon offset program; and
8

9 WHEREAS, the Parks and Forest Department recommends the development of a
10 carbon project, involving the majority of Eau Claire County Forest lands for participation in
11 the voluntary carbon market under the American Carbon Registry (ACR) Improved Forest
12 Management (IFM) program; and
13

14 WHEREAS, the Parks and Forest Department recommends working with a carbon
15 contractor to assist in the development of a project that would include marketing and selling
16 carbon offsets; and
17

18 WHEREAS, Anew, LLC, is a prominent leader in North American carbon markets
19 since 2001 and has developed the continent's largest portfolio of carbon credits. Anew plays a
20 dominant role in domestic forest carbon development and marketing, including a major
21 presence in the Lake States, and is responsible for over 60% of all carbon credits developed
22 and registered as part of the ACR /FM program; and
23

24 WHEREAS, Anew, LLC has developed a carbon project proposal for Eau Claire
25 County that includes a majority of the county forest, in addition to other County owned lands;
26 and
27

28 WHEREAS, as part of the proposal presented by Anew, LLC, it is estimated that a
29 forest carbon offset project involving the County Forest, has the potential to generate \$9.46
30 million dollars in new net revenue within the first ten years of the program; and
31

32 WHEREAS, for the entire length of the contract with Anew, LLC, including all aspects
33 of carbon offset project development and administration, marketing and selling of carbon
34 credits, there would be no direct out-of-pocket budgetary expenses incurred by Eau Claire
35 County; and
36

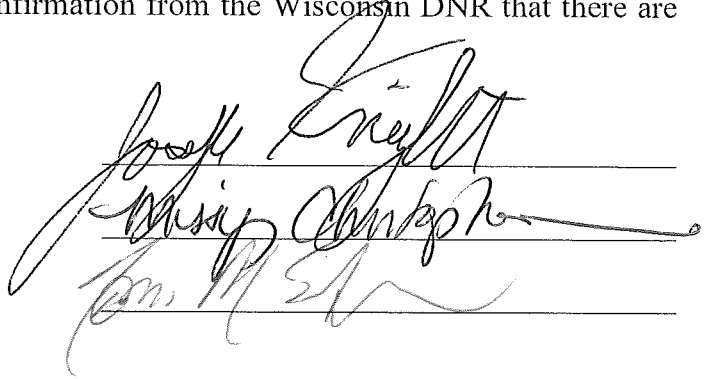
37 WHEREAS, the future revenues received from the registration and sale of carbon offsets
38 would be placed in a Non-lapsing fund. The funds would be reserved to fund projects that support
39 the County's mission to become Carbon Neutral by 2050 as approved in Resolution 19-
40 20/003. These projects could include: funding future forest land purchases, projects that promote
41 and encourage sustainable practices, habitat related projects on county lands, and any other
42 projects that encourages reduction of our carbon footprint.

1 NOW, THEREFORE BE IT RESOLVED that the Eau Claire County Board of
2 Supervisors authorizes the Eau Claire County Parks and Forest Director and County
3 Administrator on behalf of Eau Claire County, in consultation with Eau Claire County
4 Corporation Counsel, and upon confirmation from the Wisconsin DNR that there are no
5 conflicts with Wis. Stat. § 28.11 {Administration of County Forests), to develop a 40 year
6 forest carbon offset project for all appropriate County Forest and other County owned lands,
7 excluding other lands deemed not appropriate, for participation in the voluntary carbon market
8 under the American Carbon Registry {ACR) Improved Forest Management (IFM) program.
9

10 BE IT FURTHER RESOLVED, that, the Parks and Forest Director and County
11 Administrator are authorized to negotiate and execute a 10-year contract directly with Anew,
12 LLC to assist in the development of said forest carbon project, in consultation with Eau Claire
13 County Corporation Counsel and upon confirmation from the Wisconsin DNR that there are
14 no conflicts with Wis. Stat. § 28.11.

15
16 ADOPTED:

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Committee on Parks and Forest

VOTE: _____ AYE _____ NAY

Dated this _____ day of _____ 2022.

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**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

Committee on Administration

VOTE: _____ AYE _____ NAY

Dated this _____ day of _____ 2022.

CE/yk

**Reviewed by Finance Dept.
for Fiscal Impact**
