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To: Linda Meyer
Wendy Anderson ✓
Pat Collins

DNR - WD

From: Shari Eggleston

Subject: State v. Junker, Case No. 96-C-432-S

Enclosed is a copy of the signed consent decree in the above-referenced case for your files.

drm
Enclosure

C: Jane Lemcke, RR/3
Dick Kalnicky, RR/3
Darrell Solberg, WD
Jamey Bell, USEPA
Larry Schaeffer, WD
Joe Grabowski, Wenck Assoc.
Junker Corr. File

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

STATE OF WISCONSIN,

Plaintiff,

v.

JUNKER, JAMES L.,
JUNKER RECYCLING, INC.,
a Minnesota corporation, f/k/a
JUNKER SANITARY LANDFILL, INC.,
JUNKER SANITATION SERVICES, INC.,
a Minnesota corporation,
UNITED WASTE SYSTEMS, INC.,
a Delaware corporation,
UNITED WASTE TRANSFER, INC.,
a Minnesota corporation,

Case No. 96-C-432-S

Defendants.

CONSENT DECREE

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I. BACKGROUND

- A. The State of Wisconsin ("the State"), by its attorneys, James E. Doyle, Attorney General, and Shari Eggleson and Frank Remington, Assistant Attorneys General, at the request of the Wisconsin Department of Natural Resources ("the WDNR"), filed a complaint in this action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. §9607, and sec. 144.76(3), Wis. Stats.
- B. The State seeks in its complaint, inter alia.: (1) reimbursement of costs it has incurred for response actions at the Junker Landfill in the Town of Hudson in St. Croix County, Wisconsin ("the Landfill"), and (2) the performance of additional response actions by the plaintiff and or the defendants at the Landfill consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended), ("the NCP").
- C. Prior to the filing of this action, the WDNR had, in response to releases of hazardous substances at and from the Landfill, installed a cap, an active gas extraction system and a leachate collection system at the Landfill and operated and maintained those systems from September of 1992 until March of 1995, at which time the Junker Landfill Trust took over operation and maintenance work at the Landfill under a contract with the WDNR.
- D. The Junker Landfill Trust (a/k/a The Andersen Group) prepared and submitted to the WDNR a Remedial Investigation Report ("RI"), which was approved by WDNR on August 10, 1995, and a Feasibility Study Report ("FS") for the Landfill which was approved by WDNR on March 27, 1996.
- E. Pursuant to Section 117 of CERCLA, the WDNR will publish notice of the completion of the FS and of the proposed plan for final remedial action at the Landfill, and will provide an opportunity for comments from the public on the proposed plan.
- F. The decision of the WDNR on the final remedial action to be implemented at the Landfill will be included in a Record of Decision ("ROD") to be issued by WDNR, which is incorporated herein by reference.
- G. Based on the information currently available to it, the State believes that the remedial work at the Landfill will be properly and promptly conducted by the Settling Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

- A. Prepare plans and specifications for construction of the remedy that is selected and approved by the WDNR (remedial design or RD);
- B. Implement the remedy (remedial action or RA) approved by the WDNR, including any additional remedial actions deemed necessary following the completion of implementation of the RA, as provided in the ROD; and
- C. Reimburse the WDNR for oversight costs and other response costs incurred by the WDNR after the Record of Decision (ROD) for this Site is issued.

V. SITE DESCRIPTION

Site Names:

Junker Sanitary Landfill, Inc., a/k/a:
Pilquist Bros. Sanitary Landfill
Landfill Land Company Landfill
Sanitary Landfill Site, Inc.
Klondike Resource Conservation and Recovery System/Program Landfill

Site Location and Size:

SE1/4, SE1/4, and SW1/4, SE1/4, Section 13, T29N, R19W
Town of Hudson, St. Croix County, Wisconsin
Fill area of 15 acres which contains approximately 1.25 million cubic yards of waste
Total property area is 41.1 acres.

Site Geology/Hydrogeology:

The Site lies in a former gravel pit. The geology at the Site consists of 40 to 100 feet of unconsolidated material of glacial origin - medium to coarse-grained sand with gravel. The underlying bedrock is the Prairie du Chien formation which is up to 300 feet thick. This formation is a fractured dolomite with eroded channels and there are several bedrock faults in the region with vertical offsets of up to 400 feet. Underlying the Prairie du Chien is the Jordan sandstone formation.

The Prairie du Chien and the underlying Jordan sandstone together comprise the regional aquifer with flow generally westward toward the St. Croix River, a major discharge boundary. The depth of the water table ranges from 100 feet near the Junker Sanitary Landfill Site to 60 feet at CTH A (two and one half miles downgradient/west). The water table is generally within the Prairie du Chien. However near CTH A and in the vicinity of LaBarge Road, the water table is located within the overlying unconsolidated sand and gravel as indicated on well logs for private drinking water wells located in these areas. This is probably a result of bedrock faulting and erosional features in the surface of the Prairie du Chien which were later filled in with

Known Substances of Concern:

Trichloroethylene (TCE)
Tetrachloroethylene (PCE)
1,1,1 Trichloroethane (111TCA)
1,1 Dichloroethane (11DCA)
1,1 Dichloroethlyene (11DCE)

VI. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA, including but not limited to the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("the NCP"), shall have the meaning assigned to them in CERCLA or the NCP. Whenever the terms listed below are used in this Consent Decree, including its attachments, the following definitions, including for purposes of 42 U.S.C. § 9613 (f)(1) and (2), shall apply:

- A. "Andersen Group" shall mean the Junker Landfill Trust, a Minnesota business trust operating pursuant to Chapter 318, Minnesota Statutes (1994), and its settlors, including the Andersen Corporation and the other PRPs identified in Attachment D hereto.
- B. "Consent Decree" shall mean this Consent Decree and all of its attachments and exhibits. In the event of conflict between the text of this Consent Decree and any of its attachments, the text of this Consent Decree shall govern.
- C. "Feasibility Study or FS" shall mean the Feasibility Study submitted to WDNR by Wenck Associates on behalf of the Andersen Group, and approved by WDNR on March 27, 1996.
- D. "Junker Sanitary Landfill Site," "the Site" or "the Landfill" shall mean the contiguous property as shown on Attachment A, located in the southeast quarter of the southeast quarter, and the southwest quarter of the southeast quarter, of Section 13, T29N, R19W in the Town of Hudson, St. Croix County, Wisconsin, estimated to be 41.1 acres, including an area of approximately 15 acres where waste was landfilled, known as the former Junker Sanitary Landfill, Inc.
- E. "Landfill Remediation Trust" shall mean those Settling Defendants, exclusive of the members of the "Andersen Group", who have joined together for the purposes set forth in the Landfill Remediation Trust Agreement.
- F. "Parties" shall mean the parties to this litigation.

- B. In consideration of each of the promises, covenants and undertakings of the State set forth herein, the Settling Defendants hereby agree to finance and perform the Work (or have it performed) that is required by this Consent Decree, in accordance with the requirements in the Scope of Work ("SOW") which is attached to this Consent Decree as Attachment C and all plans, performance standards, specifications and schedules set forth in, or developed and approved by WDNR pursuant to, the SOW. Said SOW is for the completion of remedial design/remedial actions for the Site and is deemed incorporated into and made an enforceable part of this Decree.

VIII. PERFORMANCE OF THE WORK

- A. All of the Work to be performed by the Settling Defendants pursuant to this Consent Decree shall be under the direction and supervision of a qualified and registered professional engineer and a qualified hydrogeologist, as defined in s. NR 500.03(64), Wis. Adm. Code. Within 14 calendar days after the effective date of this Consent Decree, the Settling Defendants shall notify the WDNR, in writing, of the name, title, and qualifications of the proposed consultant(s); engineer(s) and hydrogeologist(s) (hereinafter the Consultant(s)), including the names, titles and responsibilities of the supervisory personnel for the Work.
- B. The Work conducted pursuant to this Consent Decree is subject to approval by the WDNR. The Work shall be conducted in accordance with sound scientific, engineering and construction practices and shall be consistent with, and performed in accordance with NCP; CERCLA, as amended by the Superfund Amendment and Reauthorization Act of 1986 (SARA); EPA Superfund Remedial Design (RD) and Remedial Action (RA) Guidance, dated June, 1986; Wisconsin statutes and administrative rules in effect at the time that the Work is conducted; the requirements of this Consent Decree; the SOW; and the standards, specifications and schedules contained in the Project Plan or Work Plan approved by the WDNR under this Consent Decree. All RA Work performed under this Consent Decree shall meet the performance and cleanup standards set forth in the Record of Decision (ROD).
- C. Guidance documents which are published after the effective date of this Consent Decree shall be applied prospectively to work tasks which have not yet begun. If an applicable guidance document is changed or new guidance is issued which recommends modification of the RD/RA Work Plan required under this Consent Decree, the WDNR shall provide notice, in writing, of the new or revised guidance documents. Within thirty (30) calendar days after receipt of such notice, the Settling Defendants shall submit revisions that comply with

Defendants shall, after appropriate investigation and consultation with the WDNR, design and implement additional remedial action to bring groundwater into compliance with NR 140 groundwater standards within a reasonable period of time. However, the WDNR may grant an extension for continued monitoring (for more than one year after commencement of operation of the barrier gas extraction system) if it determines that continued monitoring is necessary to determine whether or not the groundwater remediation performance standards are being met.

b) If methane or other combustible gas is detected at or above 25 percent of the lower explosive limit (LEL) by volume (for that gas) beyond the property boundary or at any concentration beyond the barrier gas extraction system at any time following sixty (60) days after operation of the barrier gas extraction system begins, the Settling Defendants shall take additional remedial action to prevent the migration of gas from the landfill and shall pump leachate from all areas within the landfill where leachate depths exceed two (2) feet, if WDNR determines that this measure is necessary and likely to reduce gas migration.

c) If contaminants that are detected in leachate in the landfill are detected for the first time in downgradient monitoring wells or private water supply wells, or if previously-detected contaminants have increased by an order of magnitude or more in downgradient monitoring wells or private water supply wells, at any time after operation of the barrier gas extraction system begins, the Settling Defendants shall pump leachate from all areas within the landfill where leachate depths exceed two (2) feet.

F. The Settling Defendants shall provide bottled water to each home and business within the Special Well Construction Zone that is located in Section 13, 14, 15, 22, 23 or 24, and to the Norflex Inc. facility at 720 Norflex Drive in the Town of Hudson, until such time as point-of-entry granulated activated carbon filters approved by WDNR and WDILHR or another alternative uncontaminated water supply has been made available to the homeowner or business.

M. The WDNR agrees to:

1. Use its best efforts to timely review and approve all report submittals, permit applications, and other documentation, approval of which is necessary to carry out the Work.
2. Request that EPA not list the Site on the National Priorities List, as long as the Settling Defendants are in compliance with the terms of this Consent Decree.

N. The Settling Parties acknowledge and agree, and this Court finds, that the completion of the remedy selected in the ROD in accordance with the SOW and the other requirements of this Consent Order, shall be deemed to be consistent with the NCP and in compliance with all applicable or relevant and appropriate requirements (ARARs) as those terms are used in CERCLA.

O. Notwithstanding any other provision of the Consent Decree, Defendants Junker Sanitation Service, Inc., United Waste Systems, Inc., United Waste Transfer, Inc. and their parents, subsidiaries and affiliates shall not be jointly or severally liable with James L. Junker, Junker Recycling, Inc. f/k/a Junker Sanitary Landfill, Inc. and the Landfill Remediation Trust or any other Settling Defendant, to finance and perform the Work, or to fulfill any other obligations created by this Consent Decree. The first Five Hundred Thousand and no/100 (\$500,000) Dollars disbursed from the escrow account established pursuant to Paragraph XXVIII A below in order to fund the work, shall be deemed to have been paid on behalf of Junker Sanitation Services, Inc., its successors, assigns, parents, subsidiaries and affiliates, including but not limited to United Waste Systems, Inc., United Waste Systems of Minnesota, Inc. and United Waste Transfer, Inc., in consideration for the covenants not to sue and contribution protection provided pursuant to Paragraph XXIV D and XXXII A and B of this Consent Decree.

The preceding paragraph does not apply to the extent that such subsidiary or affiliate (other than Junker Sanitation Service, Inc.) is itself a PRP for the Junker Landfill. In the event that a subsidiary or affiliate of United Waste Systems, Inc. or United Waste Transfer, Inc. (other than Junker Sanitation Service, Inc.) is a PRP at the site for activities undertaken by that affiliate or subsidiary at the Junker Landfill, the Trust shall have the option to pursue contribution against said affiliates and/or subsidiaries. In the alternative, said subsidiary or affiliate can join the Trust and sign on to this Consent Decree in its own right.

work product privilege shall not apply to documents, deliverables or data required to be submitted or made available to WDNR under Sections VIII or IX of this Consent Decree.

- C. Documents and correspondence to be submitted pursuant to this Consent Decree shall be sent to the following addresses, or to such other address as the Settling Defendants or the WDNR may hereafter designate in writing.

Documents to be submitted to WDNR shall be sent to:

Bureau Director (1 copy)
Bureau of Remediation and Redevelopment
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707

District Waste Management Engineer (3 copies)
Wisconsin Department of Natural Resources
Western District Headquarters
P.O. Box 4001
Eau Claire, Wisconsin 54702

Baldwin Area Hydrogeologist (1 copy)
Wisconsin Department of Natural Resources
990 Hillcrest Street, Suite 104
Baldwin, WI 54002

Documents to be submitted to the Settling Defendants shall be sent to:

Dennis M. Sullivan
Herrick & Hart
116 West Grand Avenue
P. O. Box 167
Eau Claire, WI 54702

Kevin Spellacy
Quinliven Law Firm
600 Norwest Center
P. O. Box 1008
St. Cloud, MN 56302

James Lockhart
Lommen Nelson
1800 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The Settling Defendants shall store, treat, or dispose of investigation-derived waste that is to be handled on-site, in compliance with all applicable federal and State requirements to the extent practicable, considering the exigencies of the situation. The Settling Defendants shall ensure that waste generated during conduct of the Work that is taken off-site is transported to a facility that is authorized to receive it under applicable statutes or rules.
- C. The Settling Defendants shall be responsible for obtaining all federal, State, and/or local permits, licenses and approvals which are necessary for the performance of the Work. Nothing in this Consent Decree relieves the Settling Defendants of the obligation to obtain such permits, licenses or approvals. The WDNR project manager shall exercise his/her best efforts to facilitate the processing of any required federal or state permit, license or approval.

XIII. COMPLIANCE WITH RECORD OF DECISION

The Settling Defendants shall carry out RD/RA activities for the Site in conformance with the remedy selected in the ROD. Where there is a significant change to the ROD which requires the issuance of an Explanation of Significant Differences or a ROD Amendment (as provided in "Interim Final Guidance on Preparing Superfund Decision Documents: The Proposed Plan; the Record of Decision; Explanation of Significant Differences; The Record of Decision Amendment" OSWER Directive 9355.3-02, dated June 1989), the Settling Defendants shall comply with all elements of the changed or amended ROD, including any laws that are applicable or relevant and appropriate to that significant change.

XIV. ACCESS

- A. The Settling Defendants shall use their best efforts to obtain access agreements from the present owners of the Site and any other property that may need to be accessed in order to implement Work required under this Consent Decree, within thirty (30) calendar days after the effective date of this Consent Decree, or the date that it becomes apparent that access to off-Site property is necessary, whichever is later. At a minimum, "best efforts" shall include a certified or return-receipt-requested letter to the owner requesting access which includes a proposed access agreement, and, when necessary, a) for property owners other than the owners of the site, the offer of reasonable compensation, and b) for the owners of the site, such Court motions as may be necessary to obtain orders requiring the owners to authorize and allow all necessary access. Such agreements and/or orders shall provide access for the WDNR and all authorized representatives of the WDNR, and shall be submitted to WDNR within thirty (30) days

stop whenever the WDNR project manager determines that activities at the Site may create danger to public health or welfare or the environment; (3) observe, take photographs and make such other reports of the progress on the Work as deemed appropriate; (4) review records, files and documents relevant to this Consent Decree; and (5) make or authorize minor field modifications to the techniques, procedures, or design utilized in carrying out the Work. Any field modifications shall be approved orally by both project managers. Within 72 hours following the modification, the project manager who requested the modification shall prepare a memorandum detailing the modification and the reasons therefore and shall provide and mail a copy of the memorandum to the other project manager.

- C. The project manager for the Settling Defendants or a designee shall be on Site during performance of all Work undertaken on the Site.
- D. The absence of the WDNR project manager from the Site shall not be cause for stoppage of Work.

XVI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

- A. The WDNR and the Settling Defendants shall upon request, during normal business hours, make available to each other the results of all sampling, tests and other data generated by them, or on their behalf, with respect to the Work.
- B. In the event that quality assurance, quality control or chain of custody procedures are not followed properly (by the Settling Defendants' consultant or laboratory), the Settling Defendants shall notify the WDNR project manager in writing of the error, what will be done to correct the affected situation and the date on which any sampling event will be rescheduled. This notification shall be provided within ten (10) calendar days after the Settling Defendants become aware of the problem.
- C. At the request of the WDNR project manager, the Settling Defendants shall allow split or duplicate samples to be taken by the WDNR during sample collection conducted during the implementation of the Work. The Settling Defendants shall have the right to take split or duplicate samples of any samples taken by the WDNR during implementation of the Work. The Settling Defendants' project manager shall endeavor to notify the WDNR project manager not less than ten (10) calendar days in advance of any sample collection. The DNR project manager shall endeavor to notify the Settling Defendants not less than ten (10) calendar days in advance of any sample collection.

efforts to anticipate potential force majeure events. "Force majeure" includes foreseeable occurrences for which a response is not feasible. Increases in cost or changes in economic circumstances shall not by themselves constitute a "force majeure." However, an event that would otherwise constitute a force majeure shall be deemed force majeure even though such event also results in increased costs or changed economic circumstances. "Force majeure" does not include financial inability to complete the Work or a failure to attain performance standards in the ROD.

- B. The Settling Defendants shall notify the WDNR in writing no later than seven (7) calendar days after becoming aware of any event which the Settling Defendants contend is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Settling Defendants to minimize the delay, and the timetable by which these measures will be implemented. The Settling Defendants shall have the burden of demonstrating that the event is a "force majeure." Failure to comply with the above requirements shall preclude the Settling Defendants from asserting any claim of "force majeure" for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The Settling Defendants shall be deemed to know of any circumstance of which the Settling Defendants' representatives, any entity controlled by the Settling Defendants, or the Settling Defendants' contractors knew or should have known.
- C. The WDNR shall, within fourteen (14) calendar days after receiving notice from the Settling Defendants, provide the Settling Defendants with a written decision as to whether the event described in the Settling Defendants' notice constitutes a "force majeure."
- D. If the WDNR agrees that a delay is attributable to a "force majeure," the time period for a performance under this Consent Decree, including for submission of affected subsequent deliverables, shall be extended for a time period attributable to the event constituting a "force majeure" unless the WDNR determines that it will terminate this Consent Decree because the Settling Defendants are unable to proceed to fulfill their material obligations under this Consent Decree within a time period reasonably acceptable to the WDNR. Any disputes between the Settling Defendants and the WDNR concerning a WDNR decision that: (i) an event is not a force majeure, or (ii) this Consent Decree is terminated for reasons described in the preceding sentence of this Paragraph, are subject to the Dispute Resolution Procedures set out in Section XX of this Consent Decree. Deadlines that are the subject of a dispute

work determined by the WDNR to be necessary pursuant to Section XI, which dispute the parties are unable to resolve informally within twenty-one (21) calendar days thereof, the Settling Defendants shall present a written notice of such dispute to the WDNR, which shall set forth specific points of dispute, the position of the Settling Defendants and the technical basis therefor, and any actions which the Settling Defendants consider necessary.

- B. Within twenty-one (21) calendar days after receipt of such a written notice, the WDNR shall provide a written response to the Settling Defendants setting forth its position and the basis therefor. The Settling Defendants may respond to the WDNR's response within fourteen (14) calendar days of its receipt. During the fourteen (14) calendar days following receipt of the Settling Defendants' response to WDNR's stated position, the WDNR shall attempt to negotiate in good faith a resolution of the differences. If requested by the Settling Defendants, the WDNR shall (i) schedule a meeting with representatives of the Settling Defendants, WDNR staff and the Director of the Bureau of Remediation and Redevelopment to attempt to resolve the issue, and/or (ii) extend the period of negotiation up to an additional twenty-one (21) calendar days if good faith negotiations are proceeding. The WDNR and the Settling Defendants agree that they will consider the use of alternative dispute resolution, including mediation, in appropriate circumstances.
- C. Following the expiration of the time periods described in paragraph B of this Section, if the WDNR concurs with the position of the Settling Defendants, the Settling Defendants shall be so notified in writing and this Consent Decree shall be modified to include any necessary extensions of time or variances of Work. If the WDNR does not concur with the position of the Settling Defendants, the WDNR shall resolve the dispute in good faith, taking due account of the position of the Settling Defendants, based upon and consistent with the terms of this Consent Decree, and shall provide written notification of such resolution to the Settling Defendants.
- D. The pendency of dispute resolution under this Section shall not affect the time period for completion of Work and affected subsequent deliverables or obligations to be performed under this Consent Decree which are not subject to dispute. Notwithstanding the foregoing, upon mutual agreement of the WDNR and the Settling Defendants, any time period may be extended not to exceed the actual time taken to resolve the dispute.
- E. Upon resolution of any dispute, whether informally or using the procedures in this Section, any additions or modifications

attorney-client privilege or attorney-work-product privilege.

XXIII. RECORD PRESERVATION

The Settling Defendants agree to preserve, during the pendency of this Consent Decree, and for a minimum of six (6) years after termination of this Consent Decree, one original or one legible copy of all records and documents of the Settling Defendants which are in the possession of the Settling Defendants, or in the possession of any employee, agent, accountant, or contractor, or any attorney of any of the Settling Defendants, which are generated pursuant to this Consent Decree, the SOW or the RD/RA Work Plan. After this six (6) year period, the Settling Defendants shall notify the WDNR, in writing, at least sixty (60) calendar days prior to the destruction or disposal of any such documents. Upon request of the WDNR, the Settling Defendants shall make available to the WDNR such records, or copies of any such records. This Section is intended to preserve records, related to implementation of this Consent Decree, or copies of any such records, and is not intended nor shall be construed to be a waiver of, or in any other way to diminish the full availability to the Settling Defendants, of any attorney-client, attorney-work-product, or other privilege which may apply to such information.

XXIV. RESERVATION OF RIGHTS

- A. Except as otherwise provided in Section XXXII of this Consent Decree, nothing herein shall waive the right of the WDNR to enforce this Consent Decree, or to take any action pursuant to CERCLA, ch. 144, Wis. Stats., or any other available legal authority. In addition, the WDNR reserves the right, following thirty (30) calendar days after written notice to the Settling Defendants, to undertake any portion of the Work that it alleges is the responsibility of the Settling Defendants under this Consent Decree that is not undertaken or completed within the time specified in this Consent Decree, the SOW, or a plan or schedule that has been approved by the WDNR pursuant to this Consent Order, and to enforce the terms of the Consent Decree where the WDNR has not undertaken the Work, if the Settling Defendants fail to satisfactorily perform the tasks required of it under this Consent Decree by the end of the thirty (30) calendar day notice period. If the WDNR conducts any Work pursuant to this paragraph that is allegedly the responsibility of the Settling Defendants under this Consent Decree, it cannot also commence or maintain an action to compel the Settling Defendants to conduct Work already completed by the WDNR in a manner consistent with this Consent Decree. However, the WDNR shall have the right to seek recovery from the Settling Defendants for any costs reasonably incurred in undertaking such Work upon the failure of the Settling Defendants, their

in accordance with this Consent Decree. Upon receipt of written notice of satisfaction as provided in Section XXXI of this Consent Decree, the Settling Defendants shall have no further obligations under this Consent Decree. The Settling Parties expressly recognize that this Consent Decree does not represent a waiver of any claim of the United States or the U.S. EPA against the Settling Defendants relating to the Site (including claims to require the Settling Defendants to undertake further response actions and claims to seek reimbursement of response costs pursuant to Section 107 of CERCLA).

- F. Nothing herein shall be construed to release the Settling Defendants from any liability for conditions at the Site or in the groundwater at the Site or within the groundwater aquifer that are not known to the WDNR at the time that this Consent Decree is signed, which when analyzed (together with any other relevant information) indicate that the remedial actions taken under this Consent Decree are not protective of human health or the environment. As used in this paragraph, conditions known to the WDNR at the time that this Consent Decree is signed are only those conditions set forth in the Record of Decision for the Site and the administrative record supporting that Record of Decision.
- G. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage to any person not a party to this Consent Decree.

XXV. REIMBURSEMENT OF COSTS

- A. Shortly after the end of each state fiscal year following the effective date of this Consent Decree, the WDNR shall submit a cost summary to the Settling Defendants of all oversight costs and other response costs incurred by the WDNR with respect to this Consent Decree during the previous fiscal year, including, but not limited to, the costs incurred by the WDNR, if any, in having a qualified person oversee the conduct of the RD/RA. The WDNR agrees to provide quarterly reports to the Settling Defendants which summarize the activities that have been performed by WDNR personnel on the project. Within sixty (60) calendar days after the receipt of each such cost summary, the Settling Defendants shall pay to the WDNR the full amount of the costs incurred during the preceding fiscal year, subject to the dispute resolution provisions of Section XX.
- B. Payments to the WDNR for costs incurred by the WDNR shall be made payable to the Wisconsin Department of Natural Resources and shall be mailed or delivered to: Wisconsin Department of Natural Resources, Bureau Director, Bureau of Remediation and

XXVI. INDEMNIFICATION

- A. The Settling Defendants agree to indemnify and save and hold the State of Wisconsin, including the WDNR, and their officers, employees and authorized representatives, harmless from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of the Settling Defendants, their officers, employees, receivers, trustees, agents, assigns or authorized representatives, in carrying out the Work. Further, the Settling Defendants agree to pay the State all of the costs that it incurs (including, but not limited to, attorneys fees and other expenses of litigation and settlement) arising from, or on account of, claims made against the State based on negligent or other wrongful acts or omissions of the Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under its control, in carrying out the activities required by this Consent Decree. However, the Settling Defendants shall not be responsible for indemnification and are not required to save or hold harmless any State of Wisconsin or WDNR officer, employee, authorized representative or unauthorized representative for claims or causes of action arising out of their acts or omissions at the Site.
- B. The WDNR and the State do not assume any liability by entering into this Consent Decree or by virtue of any designation of the Settling Defendants as WDNR's authorized representative(s) under s. 144.442(6)(e) or 144.76(8), Wis. Stats. Neither WDNR nor the State shall be considered a party to any contract entered into by the Settling Defendants to carry out the Work that is required under this Consent Decree. Neither the Settling Defendants nor any contractor or subcontractor of the Settling Defendants shall be considered an agent of the State. Likewise, the Settling Defendants are not considered to be a party to any contract entered into by the WDNR or the State of Wisconsin to carry out the provisions of this Consent Decree.
- C. If an entity indemnified under this Section receives notice of a claim or action covered by this indemnity, it shall notify the indemnifying party immediately of any such claim or action. Further, the indemnified entity shall keep the indemnifying party apprised of how the claim or action is proceeding through its resolution, and shall vigorously defend said claim or action. The indemnified entity shall notify the indemnifying party, in advance, of any intention to settle a claim covered by this Section.

case of a bank or financial institution located within the State of Wisconsin, which is examined and regulated by a state or federal agency. This account shall also be established for the purpose of funding the Work that the Settling Defendants are committing to conduct under this Consent Decree, including long-term operation, maintenance and monitoring of the remedy. Seventy five percent (75%) of any and all monies received by any of the Settling Defendants from any source related to the Landfill or the remediation thereof after April 15, 1996, including, but not limited to proceeds from any insurance policy or policies, or any payment from any other PRP, shall be deposited in this account until such time as one million seven hundred thousand dollars, (1,700,000.00) have been deposited. All interest earned on this account shall be maintained in this account. No withdrawal shall be made from this account for any purpose until such time as the balance of the (first) escrow account held by UWS pursuant to paragraph A., above, is depleted to zero. It is the intention of the Settling Parties that this fund be considered a designated settlement fund within the meaning of 26 U.S.C.S. 468.

- C. The balance maintained in either account created to satisfy the requirements of this Section may, with the prior written approval of the WDNR, be reduced as the Work is completed. However, financial assurance that is sufficient to fund all of the Work that remains to be completed shall be maintained by the Settling Defendants at all times prior to the termination of this Consent Decree. The WDNR may require periodic reports from the Settling Defendants to assure that sufficient financial assurance exists at that time.
- D. No later than 15 days before commencing any on-site Work, the Settling Defendants shall secure and shall maintain, until the Settling Defendants receive written notice from WDNR pursuant to Section XXXI that all of the requirements of the Consent Decree have been complied with, comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, automobile liability insurance covering all owned, non-owned and hired vehicles engaged in or about the work site, with a combined single limits of \$1,000,000 and worker's compensation insurance which fully meets the requirements of any worker's compensation law that is applicable at the location where the work is performed. If the Settling Defendants demonstrate by evidence satisfactory to WDNR that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in lesser amount, then, with respect to that contractor or subcontractor, the Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

of Section XXXI (Termination and Satisfaction) and payment to WDNR of amounts due as stipulated penalties, oversight costs or other response costs under this Consent Decree, the State covenants not to sue the Settling Defendants regarding: (a) Work satisfactorily performed by the Settling Defendants in accordance with the requirements of this Consent Decree; and (b) Amounts actually paid to the WDNR by the Settling Defendants in accordance with the requirements of this Consent Decree. Work shall be deemed to have been satisfactorily performed if it was performed in accordance with all applicable requirements referenced in Section VIII (Performance of the Work).

- B. The WDNR and the State hereby waive any claim that they may have against the Settling Defendants for response costs and oversight costs related to the Site that were incurred by the WDNR prior to the signing of the ROD for the Site .
- C. The Settling Defendants hereby waive all claims against the WDNR and the State, and covenant not to sue the WDNR or the State, for damages, reimbursement of costs or any other claim that the Settling Defendants may have against WDNR or the State relating to the Junker Sanitary Landfill Site.

XXXIII. SIGNATORIES AND SERVICE

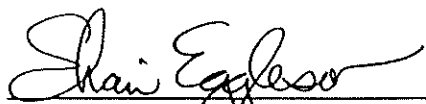
Each undersigned representative of the Settling Defendants, the Wisconsin Department of Natural Resources, or the Wisconsin Department of Justice hereby certifies that he or she is fully authorized to execute and legally bind the party which he or she represents to this Consent Decree. The Settling Defendants shall identify, on the attached signature page, the name, address, of an agent who is authorized to accept service of process by mail on behalf of the Settling Defendants with respect to all matters arising under or relating to this Consent Decree. The Settling Defendants hereby agree to accept service by mail, including, but not limited to service or waiver of service of a summons, in accordance with Rule 4 of the Federal Rules of Civil Procedure and any applicable local rule of this Court.

XXXIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

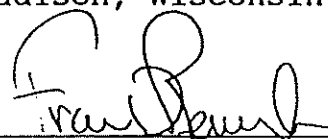
- A. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Sections 122(d)(2) of CERCLA, 42 U.S.C. §§ 9622(d)(2) & 9622(i), and 28 C.F.R. § 50.7. The State of Wisconsin reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants

The parties whose signatures appear on separate signature pages, hereby agree to the terms of this Consent Decree.

FOR THE STATE OF WISCONSIN
WISCONSIN DEPARTMENT OF JUSTICE
JAMES E. DOYLE, ATTORNEY GENERAL

By: 
Shari Eggleston
Assistant Attorney General
Wisconsin Department of Justice
123 W. Washington Street
P.O. Box 7857
Madison, Wisconsin 53707-7857

Date: May 21, 1996

By: 
Frank Remington
Assistant Attorney General
Wisconsin Department of Justice
123 W. Washington Street
P.O. Box 7857
Madison, Wisconsin 53707-7857

Date: May 21, 1996

The undersigned hereby agrees to the terms of this Consent Decree,
relating to the Junker Sanitary Landfill Inc. Site.

FOR James L. Junker
(Name of Settling Defendant)

By: 
(Your Signature)

Date: 5-16-1996

Name: James L. Junker
(Please print)

Title: Individual
(Relationship to Settling Defendant)

Mailing Address:


P.O. Box 1340
Long Key, Florida 33001-1340

Agent Authorized to Accept Service on Behalf of the Above-Named Party:

Name: Dennis M. Sullivan
Title: Attorney
Address: PO Box 167, Eau Claire WI 54702
Phone Number: (715)832-3491

The undersigned hereby agrees to the terms of this Consent Decree,
relating to the Junker Sanitary Landfill Inc. Site.

FOR Landfill Remediation Trust
(Name of Settling Defendant)

By:  Date: 5-16-1996
(Your Signature) *it's Trustee*

Name: James L. Junker
(Please print)

Title: Trustee
(Relationship to Settling Defendant)

Mailing Address:

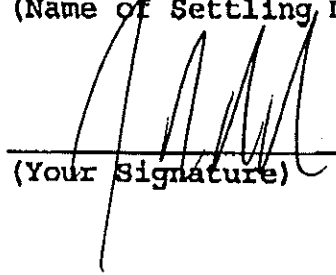
c/o Herrick, Hart, et al.
P.O. Box 167
Eau Claire, Wisconsin 54702

Agent Authorized to Accept Service on Behalf of the Above-Named Party:

Name: Dennis M. Sullivan
Title: Attorney
Address: PO Box 167, Eau Claire WI 54702
Phone Number: (715)832-3491

The undersigned hereby agrees to the terms of this Consent Decree, relating to the Junker Sanitary Landfill Inc. Site.

FOR United Waste Transfer, Inc.
(Name of Settling Defendant)

By: 
(Your Signature)

Date: 5-15-96

Name: John N. Milne
(Please print)

Title: President
(Relationship to Settling Defendant)

Mailing Address:

Four Greenwich Office Park
Greenwich, CT 06830

Agent Authorized to Accept Service on Behalf of the Above-Named Party:

Name: James M. Lockhart
Title: Attorney
Address: 1800 IDS Center, 80 S Eighth St, Minneapolis
Phone Number: MN 55402

Attachment A
Junker Sanitary Landfill Inc. Site Map

Attachment B
Special Well Construction Zone in the
Town of Hudson, St. Croix County, Wisconsin

Attachment C
Scope of Work

Attachment D
Junker Landfill Trust Settlers

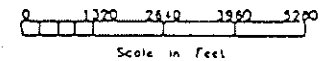
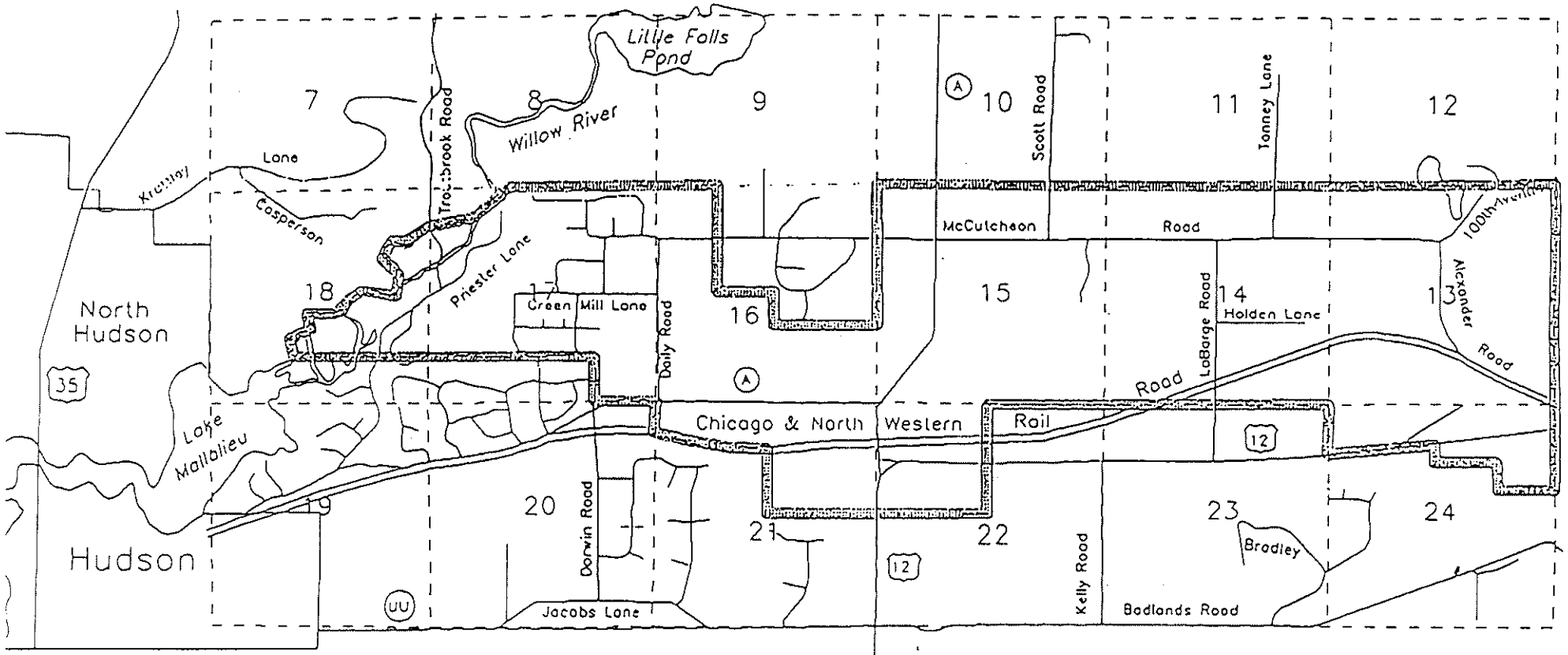
Attachment E
Escrow Agreement

Attachment B

Hudson Township

Well Construction Zone Revision

Effective July 24, 1992



The Well Construction Zone includes the following sections or parts of sections:

- Sections 13, 14, and 15
- that(those) part(s) of section:
 - 16 lying in the S1/2, SE1/4 and S1/2, N1/2, SE1/4 and W1/2 NW1/4 and SW1/4
 - 17 lying in the N1/2 east of the Willow River and N1/2, S1/2 and SE1/4, SE1/4
 - 18 east of the Willow River lying in the S1/2, N1/2 and N1/2, S1/2
 - 21 lying in the NE1/4 and the NW1/4 north of the Chicago & Northwestern Rail Road
 - 22 lying in the NW1/4
 - 24 lying in the NW1/4 north of State Highway 12 and N1/2, NE1/4 and N1/2, SE1/4, NE1/4

- Task 4: Progress Reports
- Task 5: Construction Completion Reporting
- Task 6: Remedy Documentation

TASK 1 - RD/RA PROJECT PLANS

The Settling Defendants shall prepare and submit, according to the schedules set forth in the Consent Decree and in the RD/RA Schedule Summary in this SOW, RD/RA Project Plans which shall describe and document the overall management strategy for performing the design, construction, operation, maintenance and monitoring of the remedy, as described in Tasks 2, 3, 4, 5, and 6. The RD/RA Project Plans shall include:

TASK 1/A - Description and Qualifications of Personnel

Settling Defendants shall describe and document the responsibility and authority of all organizations and personnel involved with the remedial design, including a description of qualifications of personnel, contractors and contractor personnel.

Settling Defendants shall submit to the WDNR a completed description and qualifications of Personnel within 30 calendar days after the signing of the Consent Decree by the parties.

TASK 1/B - Project Schedule for Completion of Tasks

A Project Schedule for construction and implementation of the remedy which identifies timing for initiation and completion of all tasks shall be developed. This Project Schedule shall be consistent with the schedule as set forth in the RD/RA Schedule Summary in this SOW. The dates for completion of the remedy and major interim milestones shall be specified, including a schedule for obtaining necessary access agreements.

Settling Defendants shall submit to the WDNR a completed Schedule for Completion of Tasks within 30 calendar days after the signing of the Consent Decree by the parties.

TASK 1/C - Pre-Design Investigation Work Plan

A work plan shall be developed which outlines the method and schedule for completion of the pre-design investigation. The work plan shall include, at a minimum, the following subtasks for the investigation:

1. Installation of a line of gas probes south of the landfill beyond the area in which the barrier extraction system will be installed.
2. Collection of seasonal background VOC gas data from the newly installed and existing gas probes.

submitting the design plans and specifications, at the 30%, 95% prefinal design submittal and 100% final design, the Settling Defendants shall:

1. Coordinate and cross-check the specifications and drawings; and
2. Perform complete proofing of the edited specifications and required cross-checking of all drawings and specifications.

Additionally, technical specifications, and contractor requirements for providing appropriate service visits by experienced, qualified personnel to supervise the installation, adjustment, start-up and operation of the treatment systems, and training covering appropriate operational procedures once the start-up has been successfully accomplished shall be included in the design submittals to the WDNR.

TASK 2/A - Health and Safety Plan (HSP)

A HSP to address the activities to be performed at the Site to implement the remedy shall be submitted to the WDNR. The WDNR will review and comment on the HSP, however it will not issue an approval for the HSP. At a minimum, the HSP shall incorporate and be consistent with the requirements of:

1. Section 111(c)(6) of CERCLA;
2. EPA Order 1440.3 -- Respiratory Protection
3. EPA Order 1440.2 -- Health and Safety Requirements for Employees Engaged in Field Activities;
4. EPA Occupational Health and Safety Manual;
5. OSHA Requirements (29 CFR 1910 and 1926); and
6. Interim Standards Operating Safety Guide (Revised September 1982) by the Office of Emergency and Remedial Response.

The Settling Defendants shall submit to the WDNR a completed Health and Safety Plan with the 30% design plan report within 60 days after the submittal of the Task 1 RD/RA Project Plans.

TASK 2/B - Quality Assurance Project Plan (QAPP)

A QAPP for remedy sampling analysis and data handling shall be prepared and submitted to the WDNR. At a minimum, the QAPP shall include the following:

1. Statement of Purpose

2. Design Plans and Specifications

Clear and comprehensive design plans and specifications shall be developed which include but are not limited to the following:

- a. Discussion of the design strategy and the design basis, including:
 - (1) Compliance with all applicable or relevant and appropriate environmental and public health requirements; and
 - (2) Minimization of environmental and public impacts associated with the design and construction of the remedy.
 - (3) Beneficial reuse of the landfill surface, including detailed discussion of associated impacts and additional engineering design parameters.
- b. Discussion of relevant technical factors including:
 - (1) Use of currently accepted environmental control measures and technology;
 - (2) The constructability of the design; and
 - (3) Use of currently acceptable construction practices and techniques.
- c. Description of assumptions made and detailed justification of time assumptions;
- d. Discussion of the possible sources of error and listing and discussion of possible operation and maintenance problems;
- e. Detailed drawings of the proposed design including;
 - (1) Qualitative flow sheets; and
 - (2) Quantitative flow sheets.
- f. Tables listing equipment and specifications;
- g. Tables giving material and energy balances; and
- h. Appendices including:
 - (1) Sample calculations (one example presented and explained clearly for significant or unique design calculations);
 - (2) Derivation of equations essential to understanding the report; and

- e. Corrective Action;
 - (1) Description of corrective actions to be implemented in the event that the remedy fails in part or whole, and/or if groundwater action levels are exceeded; and
 - (2) Schedule for implementing these corrective actions;
- f. Safety plan;
 - (1) Description of precautions, of necessary equipment, etc., for site personnel; and
 - (2) Safety tasks required in event of systems failure.
- g. Description of equipment; and
 - (1) Equipment identification;
 - (2) Installation of monitoring components;
 - (3) Maintenance of site equipment; and
 - (4) Replacement schedule for equipment and installed components.
- h. Records and reporting mechanisms required.
 - (1) Daily operating logs;
 - (2) Laboratory records;
 - (3) Records for operating costs;
 - (4) Mechanisms for reporting emergencies;
 - (5) Personnel and maintenance records; and
 - (6) Monthly/annual reports to State agencies.

A Draft Operation and Maintenance Plan shall be submitted simultaneously with the Prefinal Design submittal (95% completion of Design). The Draft Plan shall be revised as directed by the WDNR and a Final Operation and Maintenance Plan with the Final Design (at 100% completion of design shall be submitted for WDNR approval).

4. Cost Estimate

A cost estimate shall be developed refining the numbers in the approved final Feasibility Study and the Record of Decision to reflect the cost estimate developed in the more detailed/accurate design plans and specifications being developed. The cost estimate shall include both capital and operation and maintenance costs.

A revised cost estimate shall be submitted with the Preliminary Design Plan submittal (30% completion), the Prefinal Design submittal (95% completion of design) and a final cost estimate shall be submitted with the Final Design submittal (100% completion).

groundwater, soil samples, soil gas, air or other monitoring requirement for each component of the remedy.

As part of the RD report, Settling Defendants shall submit a monitoring plan which will specify all short- and long-term monitoring requirements, necessary to assess the status and effectiveness of the remedy. The monitoring plan shall, at a minimum, contain the following:

1. Monitoring device design;
2. Analytical parameter list;
3. Analytical methodologies;
4. Monitoring schedule;
5. Reporting requirements; and
6. Specified Performance Standards, Levels, and Locations.

As part of the Remedial Design Plan, Settling Defendants shall submit a plan which defines the procedures which will be implemented if the remedial performance monitoring data indicates that the remedy or a specific remedial component is not attaining the design objective. This plan shall define notification requirements and implementation schedules.

Settling Defendants shall submit to the WDNR a draft Monitoring Program Plan with the Prefinal Design Plan (95% design completion) and a final Monitoring Program Plan with the Final Design Plan (100% completion).

Task 2/E - Design Phases

The Settling Defendants shall prepare and submit to the WDNR the plans outlined in Task 2 as follows:

1. Preliminary Design Plan Submittal

The Preliminary Design Plan shall be submitted when the design effort is 30% complete. At this stage, the existing conditions of the Site shall have been verified. The Preliminary Design submittal shall reflect a level of effort such that the technical requirements of the project have been addressed and outlined so that they may be reviewed to determine if the final Design will provide an operable and usable remedy. Supporting data and documentation shall be provided with the design documents defining the functional aspects of the program. The preliminary construction drawings shall be organized and clear. The scope of the technical specifications shall be outlined in a manner reflecting the final specifications. The Preliminary Design Plan shall include design calculations reflecting the same

operations and systems. There shall be an initial meeting of all principal personnel involved in the development of the program. The purpose will be to discuss objectives, resources, communication channel, role of personnel involved and orientation of the Site, etc. An interim report shall be submitted by the Settling Defendants which shall present the results of the testing with the recommended configuration of the remedy (including alternative options). A review shall be scheduled after the interim report has been reviewed by the WDNR and all interested parties. A final report of the testing which shall include all data taken during the testing, a summary of the results of the studies, and a discussion of the results shall be submitted by the Settling Defendants.

TASK 2/G - Progress Meetings

Three progress meetings will be held between the Settling Defendants and the WDNR between the 30% and 95% Design Plans & Specifications submittals. The progress meetings shall be held to discuss progress made on the Design Plans to assure consistency in the remedial design between the consultant and the WDNR. The WDNR shall provide comments to the project consultant which shall be incorporated by the Settling Defendants into the design specifications by the next progress meeting or report submittal. Issues to be highlighted at the meeting include but are not limited to:

1. Changes in design from last meeting or report submittal;
2. Proposed changes to previously agreed concepts or designs;
3. Schedule and percent design update.

TASK 3 - REMEDY CONSTRUCTION

Within 60 calendar days after WDNR approval of the Final Design Plan (100%), the construction of the Site remedy shall begin in accordance with the approved ROD, designs, schedule, and the CQA Plan. The construction phase shall commence with the selection of a contractor. Within 21 calendar days after awarding a contract to the contractor, construction at the Site shall begin. In addition to implementation of the Remedy the following activities shall be conducted:

1. Preconstruction Inspection and Meeting

Prior to initiation of construction activities and as requested by the WDNR, a Preconstruction Inspection and Meeting shall be held to:

- a. Review methods for documenting and reporting inspection data;
- b. Review methods for distributing and storing documents and reports;
- c. Review work area security and safety protocol;

2. A description and estimate of the percentage of the remedy completed. A description of activities completed during the past reporting period, as well as such actions, data and plans which are scheduled for the next reporting period;
3. Target date and actual completion date for each element of activity, including the project completion, and an explanation of any deviation from the schedules found in the SOW or in any RD/RA project plan;
4. A description of difficulties encountered during the reporting period and the actions taken to rectify the problems;
5. Summaries of contacts with representatives of the local community, public interest groups or government officials during the reporting period;
6. Changes in key personnel; and
7. Copies of daily reports and inspection reports.

TASK 5 - CONSTRUCTION COMPLETION REPORTING

The Draft Construction Completion Report shall be submitted to the WDNR. The Construction Completion Report shall document that the remedy construction is consistent with the ROD and design specifications. The Report shall include, but not be limited to the following elements:

1. Synopsis of the remedy and certification of the design and construction;
2. Explanation of any proposed and/or WDNR approved minor changes to the plans and why these are/were necessary for the project;
3. Results of all pilot and field tests/studies, Site monitoring, and certification that the remedy will meet or exceed the Performance Standards.
4. Listing of the Performance and Clean-up Standards.
5. Explanation of the operation and maintenance and monitoring to be undertaken at the Site.

The Draft Construction Completion Report shall be submitted 30 calendar days after WDNR comment on the Prefinal Inspection Report. The Final Construction Completion Report shall be submitted 30 calendar days after WDNR comment on Draft Construction Completion.

Attachment D--Junker Landfill Trust Settlers

Andersen Windows/Andersen Corporation
Minnesota Mining & Manufacturing Company (3M)
Toro
UFE-Stillwater
Minnesota Dept. of Corrections
Town of Troy
City of Glenwood
Northern States Power
Mills Fleet Farm
Maple Island Co.
Washington County
Erickson's Diversified
Stillwater Housing Partners
City of Lake Elmo
Dahltec
Siegfried Construction
Minnesota Dept. of Transportation
Wisconsin Telephone
Northerwestern Bell
Johnson's Body Shop
Chicago Northwestern Railroad/Union Pacific
Glass Service

WDNR and/or one or more contractors or vendors, which charge may be paid to Escrow Agent from the principal amount of the Notes without prior notice.

C. In any case, the entire escrow fee shall be chargeable to the Junkers.

D. (1) The Escrow Agent shall not be held liable for any actions taken or omitted by it under this Escrow Agreement so long as the Escrow Agent has acted in good faith and without gross negligence.

(2) Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity or sufficiency of any securities, checks or other documents or instruments submitted to it in connection with its duties hereunder.

(3) Nothing herein to the contrary withstanding, the Junkers agree to indemnify the Escrow Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including without limitation at any time following the exchanges and payments contemplated by the Consent Decree or the termination of this Escrow Agreement) be imposed on, incurred by or asserted against the Escrow Agent in any way relating to or arising out of this Escrow Agreement, or Exhibits 1, 2 and 3 hereto, or the transactions contemplated hereby or any action taken or omitted by the Escrow Agent under or in connection with any of the foregoing; provided that the Junkers shall not be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Escrow Agent's gross negligence or willful misconduct. The agreement in this subsection shall survive the exchanges and payments contemplated by the Consent Decree or the termination of this Escrow Agreement.

5. Dispute. If there is a dispute under this Escrow Agreement among Escrow Agent, the Junkers and the WDNR only, such dispute shall be resolved pursuant to Article X of the Consent Decree.

6. Termination. This Escrow Agreement shall terminate and the Escrow Agent discharged from any obligation herein upon the Escrow Agent distributing the entire principal amount of the Notes pursuant to this Escrow Agreement or upon written agreement signed by the WDNR that the Notes may be released from escrow. In the event the Notes are released from escrow before the entire principal balance has been paid, the remaining balance shall be payable pursuant to the terms of the Notes.

7. Cancellation of the Agreement.

A. Nothing herein to the contrary withstanding, in no event shall the Junkers and/or the Escrow Agent have the authority to terminate this Escrow Agreement without the express prior written consent of the WDNR.

B. Nothing herein to the contrary withstanding, in no event shall the Junkers or the WDNR have the power to cancel this Escrow Agreement and demand immediate payment of the Notes.

8. Novation. Nothing herein to the contrary withstanding, no contractor or other third party shall have any right to sue the Escrow Agent for collection of any portion of the amounts owing under the Notes or for any other reason.

9. Miscellaneous.

A. Notices. All notices, elections, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time received by certified or registered mail, postage prepaid and addressed to the parties hereto

D. Governing Laws. This Agreement has been made, delivered and is intended to be performed in the State of Wisconsin and shall be construed and enforced in accordance with the laws thereof.

E. Headings. The headings in this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

F. Waivers. Any forbearance, failure or delay by any party in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and any right, power and remedy shall continue in force and effect until such right, power or remedy is specifically waived by an instrument in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

G. Amendment. No amendment or modification of this Agreement or waiver of its terms shall affect the rights and duties of the Escrow Agent unless its written consent hereto has been obtained.

H. Counterparts. This Agreement will be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and agreement.

I. Severability. Each separately numbered paragraph of this Agreement shall be treated as severable, to the end that if any one or more such paragraphs shall be adjudged or declared illegal, invalid or unenforceable, this Agreement shall be interpreted, and shall remain

SUBORDINATED PROMISSORY NOTE

FOR VALUE RECEIVED, United Waste Systems, Inc., a Delaware corporation (the "Maker") promises to pay to the order of James L. Junker, his heirs and assigns (collectively, the "Payee"), at Post Office Box 1340, Long Key, Florida 33001-1340, or at any other place subsequently designated by the Payee hereof, in lawful money of the United States of America, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), together with interest at the rate of eight and one-half percent (8 1/2%) per annum.

Maturity Date. If not sooner paid in accordance with the terms hereof, the principal balance hereunder, together with all unpaid interest accrued thereon, shall be due and payable in full, on April 30, 2000 (the "Maturity Date"). At any time after January 1, 1996, the Payee may give written notice to the Maker requesting payment of the principal balance hereunder, together with all unpaid interest accrued thereon, as of a date 180 days following the date such written notice is sent by certified mail, return receipt requested, to the Maker; and the Maker shall make such payment as requested in such written notice unless a claim is or claims are pending for which indemnification is assertable pursuant to the terms of the Stock Purchase Agreement, dated April 19, 1995 (the "Agreement"), or unless in the opinion of legal counsel to the Maker there exists reasonable probability that a claim or claims may be asserted for which indemnification is provided pursuant to the terms of the Agreement; provided, however, that if the principal balance hereunder exceeds five times the assertable amount of all such pending claims and all such claims that may be asserted, then payment of such excess amount shall be made as provided in this sentence.

Acceleration of Maturity. If the Maker shall fail to make any payment when due hereunder and said failure shall continue for sixty (60) days after the Payee gives written notice thereof to the Maker, the Payee may, at Payee's option, demand payment in full of the indebtedness evidenced by this Note, in accordance with the terms of this Note.

Payments. Interest shall commence as of April 1, 1995, and shall be payable in monthly interest payments, commencing on May 15, 1995, and continuing thereafter on the 15th day of each month until the Maturity Date, on which date the entire unpaid principal balance and unpaid accrued interest shall be due and payable in full.

All payments hereunder will be applied first to any costs assessed hereunder, next to accrued interest and the balance to reduction of the principal.

Prepayment. This Note may be prepaid at any time without premium or penalty.

Setoff. This Note is delivered pursuant to the terms of the Agreement, and is subject to setoff as provided therein.

holder or holders of Senior Indebtedness initiating such Payment Blockage Period, after which, in the case of clauses (ii), (iii), (iv) and (v), the Maker shall resume making payments in respect of this Note, unless clause ii(a) above is then applicable; and

iii. If this Note is declared or becomes due and payable because of the occurrence of any default hereunder or under the agreement or instrument under which it is issued or otherwise than at the option of the Maker, under circumstances when clause (i) shall not be applicable, the Payee of this Note shall not be entitled to payments until 120 days after such event and then only if such payment is permitted under clauses (i) and (ii).

B. The Payee or holder undertakes and agrees for the benefit of each holder of Senior Indebtedness to execute, verify, deliver and file any proof of claim, consent, assignment or other instrument which any holder of Senior Indebtedness may at any time require in order to prove and realize upon any right or claim pertaining to this Note and to effectuate the full benefit of the subordination contained herein; and upon failure of any holder of the Note so to do, any such holder of Senior Indebtedness shall be deemed to be irrevocably appointed the agent and attorney-in-fact of the holder of the Note to execute, verify, deliver and file any such proof of claim, consent, assignment or other instrument.

C. No right of any holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time or in any way be affected or impaired by any failure to act on the part of the Maker or any holder of Senior Indebtedness, or by any non-compliance by the Maker with any term, provision or covenant of this Note or the agreement under which it is issued, regardless of any knowledge thereof that any such holder of Senior Indebtedness may have or be otherwise charged with.

D. The Maker agrees, for the benefit of the holders of Senior Indebtedness, that in the event this Note is declared due and payable before its expressed maturity because of the occurrence of a default hereunder or under the agreement under which it is issued, (i) the Maker will give prompt notice in writing of such happening to the holders of Senior Indebtedness and (ii) all Senior Indebtedness shall forthwith become immediately due and payable upon demand, regardless of the expressed maturity thereof.

E. "Senior Indebtedness" means (i) all obligations of the Maker under or in connection with any loan agreement, revolving credit agreement, reimbursement agreement relating to any letter of credit or similar agreement (in each case as amended, restated or otherwise modified from time to time) with any bank or other financial institution (individually or as a group), whether for principal, interest (including any interest that would accrue but for the filing of a petition initiating any bankruptcy, insolvency or like proceeding, whether or not such interest is an allowed claim enforceable against the debtor), fees, expenses or otherwise, (ii) all obligations of the Maker under or

SUBORDINATED PROMISSORY NOTE

FOR VALUE RECEIVED, United Waste Systems, Inc., a Delaware corporation (the "Maker") promises to pay to the order of Deborah G. Junker, her heirs and assigns (collectively, the "Payee"), at Post Office Box 1340, Long Key, Florida 33001-1340, or at any other place subsequently designated by the Payee hereof, in lawful money of the United States of America, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), together with interest at the rate of eight and one-half percent (8 1/2%) per annum.

Maturity Date. If not sooner paid in accordance with the terms hereof, the principal balance hereunder, together with all unpaid interest accrued thereon, shall be due and payable in full, on April 30, 2000 (the "Maturity Date"). At any time after January 1, 1996, the Payee may give written notice to the Maker requesting payment of the principal balance hereunder, together with all unpaid interest accrued thereon, as of a date 180 days following the date such written notice is sent by certified mail, return receipt requested, to the Maker; and the Maker shall make such payment as requested in such written notice unless a claim is or claims are pending for which indemnification is ascertainable pursuant to the terms of the Stock Purchase Agreement, dated April 19, 1995 (the "Agreement"), or unless in the opinion of legal counsel to the Maker there exists reasonable probability that a claim or claims may be asserted for which indemnification is provided pursuant to the terms of the Agreement; provided, however, that if the principal balance hereunder exceeds five times the ascertainable amount of all such pending claims and all such claims that may be asserted, then payment of such excess amount shall be made as provided in this sentence.

Acceleration of Maturity. If the Maker shall fail to make any payment when due hereunder and said failure shall continue for sixty (60) days after the Payee gives written notice thereof to the Maker, the Payee may, at Payee's option, demand payment in full of the indebtedness evidenced by this Note, in accordance with the terms of this Note.

Payments. Interest shall commence as of April 1, 1995, and shall be payable in monthly interest payments, commencing on May 15, 1995, and continuing thereafter on the 15th day of each month until the Maturity Date, on which date the entire unpaid principal balance and unpaid accrued interest shall be due and payable in full.

All payments hereunder will be applied first to any costs assessed hereunder, next to accrued interest and the balance to reduction of the principal.

Prepayment. This Note may be prepaid at any time without premium or penalty.

Setoff. This Note is delivered pursuant to the terms of the Agreement, and is subject to setoff as provided therein.

holder or holders of Senior Indebtedness initiating such Payment Blockage Period, after which, in the case of clauses (ii), (iii), (iv) and (v), the Maker shall resume making payments in respect of this Note, unless clause ii(a) above is then applicable; and

iii. If this Note is declared or becomes due and payable because of the occurrence of any default hereunder or under the agreement or instrument under which it is issued or otherwise than at the option of the Maker, under circumstances when clause (i) shall not be applicable, the Payee of this Note shall not be entitled to payments until 120 days after such event and then only if such payment is permitted under clauses (i) and (ii).

B. The Payee or holder undertakes and agrees for the benefit of each holder of Senior Indebtedness to execute, verify, deliver and file any proof of claim, consent, assignment or other instrument which any holder of Senior Indebtedness may at any time require in order to prove and realize upon any right or claim pertaining to this Note and to effectuate the full benefit of the subordination contained herein; and upon failure of any holder of the Note so to do, any such holder of Senior Indebtedness shall be deemed to be irrevocably appointed the agent and attorney-in-fact of the holder of the Note to execute, verify, deliver and file any such proof of claim, consent, assignment or other instrument.

C. No right of any holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time or in any way be affected or impaired by any failure to act on the part of the Maker or any holder of Senior Indebtedness, or by any non-compliance by the Maker with any term, provision or covenant of this Note or the agreement under which it is issued, regardless of any knowledge thereof that any such holder of Senior Indebtedness may have or be otherwise charged with.

D. The Maker agrees, for the benefit of the holders of Senior Indebtedness, that in the event this Note is declared due and payable before its expressed maturity because of the occurrence of a default hereunder or under the agreement under which it is issued, (i) the Maker will give prompt notice in writing of such happening to the holders of Senior Indebtedness and (ii) all Senior Indebtedness shall forthwith become immediately due and payable upon demand, regardless of the expressed maturity thereof.

E. "Senior Indebtedness" means (i) all obligations of the Maker under or in connection with any loan agreement, revolving credit agreement, reimbursement agreement relating to any letter of credit or similar agreement (in each case as amended, restated or otherwise modified from time to time) with any bank or other financial institution (individually or as a group), whether for principal, interest (including any interest that would accrue but for the filing of a petition initiating any bankruptcy, insolvency or like proceeding, whether or not such interest is an allowed claim enforceable against the debtor), fees, expenses or otherwise, (ii) all obligations of the Maker under or