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July 23, 1987

Madison West

RECEIVED

JUL 24 1987

BUREAU OF LEGAL SERVICES

Charles Leveque, Esq.
State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707

Re: State vs. George C. Hechimovich, et al
Case No. 86-CV-638

Dear Chuck:

During the settlement negotiations in the above-referenced matter, two matters arose which, due to time constraints and/or lack of information, you suggested should be addressed to the Department in a separate letter. In addition to the two matters which we addressed during the settlement negotiations, by this letter I wish to also call your attention to a third matter.

First, I am certain you will recall in our discussion of Exhibit 1 which is attached to the Stipulation, I had a concern that the paragraph requiring the 2' layer of material having a permeability rate of 10^{-7} mentioned, alternatively, the possible use of a geomembrane. I called to your attention during the negotiations that the use of a geomembrane would also require an amendment to the following paragraph in Exhibit 1, since the installation of 2' of cover material called for in that subparagraph would not be necessary to provide freeze-thaw protection to the geomembrane. It is my understanding that you acknowledged that the purpose of the additional 2' layer was to provide freeze-thaw protection and that the Department would not seek the installation of the 2' layer in the event that one or more of the Defendants in the above-referenced matter elect to install a geomembrane in lieu of the 2' of 10^{-7} material.

Second, we discussed the possibility that one or more of the Defendants might bring to the Department a proposal for an "operational unit." I provided you with a portion of a letter from the Department to counsel representing Waste Management and Uniroyal in the Hagen Farm Superfund matter. This letter discussed the concept of an operational unit and seem to recognize the possibility that a remedial action (operational unit) could be undertaken at a Superfund Site while the RI/FS was underway. The portion of the letter which I provided you did further clearly state that approval of both the Department and the U.S. EPA would be required before any operational unit could be installed. It is my understanding of your position that you did not understand the terminology "operational unit," and that more information was required. Further, you suggested that any proposed operational unit should be submitted to the Department by a letter. The purpose of this letter is to confirm this procedure.

Third, while we did not have the opportunity to discuss it during the final settlement negotiations on Monday, July 20, 1987, I wish to call to your attention the fact that the revisions made to the Stipulation as a result of the negotiations that day, need further clarification. You will recall that those negotiations turned on whether or not the Department would require the installation of 6" of topsoil during the 1987 construction season. By way of compromise, it was determined that 3" of topsoil would be required, with the understanding that 3" of the silty sand material would be enriched so as to assure good vegetative growth. The wording, as finally negotiated, seems to imply that one or more of the Defendants will apply an additional 3" of enriched silty sand.

In recognition of the fact that there is at least 1-1/2' of 10^{-6} material over and above the 2' required by the November 11, 1983 closure plan, I seek to clarify that the Department does not anticipate that an additional 3" of 10^{-6} material will be applied. Instead, it is the intent that 3" of the in-place material could be enriched in place as a means of meeting the requirements of the Stipulation as finally agreed upon.

Thank you for your consideration of the foregoing and I would appreciate it if you would advise me if my understanding of any of these three matters is incorrect. By copy of this letter, I am advising counsel for the other parties of my

understanding of these matters and would request that they similarly advise me if my understanding is incorrect.

Sincerely,

David E. Stewart

DES:rmb

cc: Steven B. Wickland, Esq.
Ervin L. Doepke, Esq.

STATE OF WISCONSIN | CIRCUIT COURT BRANCH II CIVIL DIVISION | COUNTY OF DODGE

STATE OF WISCONSIN CIRCUIT COURT DODGE COUNTY
THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.
CERTIFIED July 21, 1987.
CLERK OF CIRCUIT COURT
BY: Chief Deputy

STATE OF WISCONSIN,

Plaintiff,

v.

GEORGE C. HECHIMOVICH, individually and d/b/a both HECHIMOVICH SANITARY LANDFILL, INC., and LAND & GAS RECLAMATION, INC.,

and

HECHIMOVICH SANITARY LANDFILL, INC., a Wisconsin corporation, and LAND & GAS RECLAMATION, INC., a Wisconsin corporation,

Defendants.

Case No. 86-CV-638

FILED IN THE CIRCUIT COURT 1987 DODGE COUNTY, WIS. CLERK OF COURTS

STIPULATION AND ORDER

IT IS HEREBY STIPULATED by and between the parties hereto that settlement of this action has been reached, upon the following terms:

1. The Defendants enter into this Stipulation and agree to the making and entry of this Order without any admission of fact, liability or fault to any allegation or matter. More specifically, George C. Hechimovich, individually, makes no admission of personal liability by entering into this Stipulation and agreeing to this Order.

2. Within sixty (60) days of entry of the attached order of the Court, the three Defendants, George C. Hechimovich, Hechimovich Sanitary Landfill, Inc., and Land &

Gas Reclamation, Inc., shall pay to the Plaintiff, the State of Wisconsin, forfeitures and sec. 165.07, Stats., penalty assessments thereon totaling $164,050.00, with the particular percentage of the $164,050.00 that each Defendant pays to be decided by them. The total amount due (in whatever percentage--from zero percent to one hundred percent--that each Defendant pays) is $164,050.00. Until such total payment is made, each Defendant remains jointly and severally liable for the total amount due subject to the provisions of paragraph 14 regarding recourse against the corporate Defendant prior to recourse against Defendant George C. Hechimovich, individually.

3. The $164,050.00 referred to in paragraph two is the total of:

$14,050.00	(the July 10, 1987 stipulated forfeitures and sec. 165.87, Stats., penalty assessments thereon, resolving claims three, four and five of the Complaint, claim two having been previously dismissed),

plus

$150,000.00	(the forfeiture and sec. 165.87, Stats., penalty assessment thereon for claims one and six of the Complaint)

The total amount of the $164,050.00 is to be treated by the Plaintiff as a forfeiture of $142,653.00 and a sec. 165.87, Stats., penalty assessment thereon of $21,397.00. No costs or disbursements are to be paid by any party.

4. Defendants represent to Plaintiff that the landfill site which is the subject matter of this action is presently covered over ninety-seven percent of the landfill site's refuse, with between three and seven feet of silty soil with a permeability not greater than 1×10^{-6} cm/sec. Top soil is not in place, nor has seeding been done. The Defendants shall, during the 1987 construction season, do any necessary work that remains to ensure compliance with the final cover requirements as spelled out in the 1983 closure plan approval (dated November 11, 1983, as modified on January 19, 1984 and May 17, 1984); in paragraphs 10, 11 and 21, with the exception that the Defendants may employ an alternative to grass as a vegetative cover and modified topsoil as provided in paragraph 5, below.

5. During the 1987 construction season, Defendants shall place six inches of soil over the landfill surface, consisting of 3 inches of topsoil overlying 3 inches of enriched silty sands capable of establishing and sustaining vegetative growth, and establish vegetation by means of an alternative to grass acceptable to the Department of Natural Resources ("DNR"), such acceptable alternatives including either clover, wheat, or rye, and excluding row crops (such as corn). On an annual basis, if determined necessary by DNR, Defendants for the construction seasons of 1988 and 1989 shall reseed or take other measures to insure that an

adequate vegetative cover is maintained on the landfill surface.

6. By June 1, 1990, the Defendants shall start construction at the landfill site of a cap meeting DNR specifications (which specifications are contained in Exhibit 1, which is attached hereto and incorporated herein by reference), and complete construction of the cap by October 1, 1990; except that if the United States Environmental Protection Agency (U.S. EPA) specifies or approves prior to June 1, 1990, a landfill cap meeting different specifications, that are equivalent to or more stringent than the landfill cap meeting the specifications of Exhibit 1 hereto (as determined by DNR), then Defendants may construct that cap in lieu of construction of the cap specified in Exhibit 1. The Defendants may elect, subject to DNR approval, to utilize a geomembrane cap instead of the clay capping layer meeting the specifications of Exhibit 1. Except as otherwise provided for herein, the completion of the construction of the landfill cap shall be accomplished before October 1, 1990, regardless of the type of landfill cap installed by the Defendants.

7. Defendants may apply to DNR, listing reasons for justification, for equivalent or more stringent landfill cap specifications as provided in paragraph 6, or for an extension of time by which to begin construction on or to complete construction of the DNR-required cap specified in Exhibit 1

attached hereto, or the landfill cap meeting equivalent or more stringent specifications. The department shall consider the status of the Superfund process at the landfill site, and all other relevant factors, in making its determination of whether or not to grant any request for an extension. DNR denial of such request is regarded by DNR and Defendants as one subject in a separate action to judicial review pursuant to ch. 227, Stats.

8. If this landfill site is listed on the National Priorities List under the Federal Superfund Law (CERCLA), DNR agrees to request that the U.S. EPA authorize the Department of Natural Resources to act as state lead in any Superfund action. should be enforcement

9. By this Stipulation and Order the Defendants are not waiving any right of contribution or participation against any other individual and/or entity who may have liability pursuant to any state or federal law. The Plaintiff and DNR acknowledge the Defendants, as potentially responsible parties under CERCLA, have the right to seek participation and/or contribution from other potentially responsible parties for all costs associated with compliance with this Stipulation.

10. By this Stipulation and Order, the Plaintiff and the Department of Natural Resources are not waiving any rights either has to require further action at the landfill for groundwater standards enforcement or other applicable

laws or regulations. The department does not anticipate that any Preventive Action Limit exceedences under NR 140 detected at the landfill site will necessitate the installation of the cap specified in Exhibit 1 provided in this Stipulation, prior to the date provided in this Stipulation.

11. In the event that the landfill is listed by the U.S. EPA on the National Priorities List pursuant to CERCLA, and the U.S. EPA determines in its record of decision that no additional landfill cap installation is required at the landfill site, the Defendants will still be obligated to construct the landfill cap pursuant to the specifications set out in Exhibit 1 in accordance with the time limit specified herein in paragraph 6, unless an extension is granted pursuant to paragraph 7.

12. The Defendant, Hechimovich Sanitary Landfill, Inc., will furnish to the Plaintiff within one week of the signing of this Stipulation, an irrevocable letter of credit for the amount of $500,000; said amount to be used to fund the installation of the landfill cap in the event the Defendants fail to do so. A copy of a sample letter of credit showing the format of said Defendant's letter of credit is attached hereto as Exhibit 2 and incorporated herein by reference. Within sixty (60) days of entry of the Court's Order in this matter, Defendants shall provide to the Department of Natural Resources, for their approval, documentation of the landfill cap cost estimates made by Defendants or their consulting

engineers. The amount of the letter of credit shall be adjusted in accordance with the cost estimates as approved by DNR. In the event of a disagreement between the department and the Defendants concerning the estimates cost, the parties may apply to this Court for a determination of this issue.

13. In constructing the DNR required landfill cap described in Exhibit 1, or a cap meeting equivalent or more stringent specifications, the Defendants shall have the right to remove the soil materials which comprise the cap on the landfill at the time of execution of this Stipulation, and shall also have the right to remove and reuse any topsoil added to said existing cap.

14. Regarding the performance of the obligations of the Defendants (including payment of the forfeitures provided for herein and construction of the cap described in Exhibit 1), the Plaintiff and the department agree to look first to the corporate Defendants, then to the letter of credit, and only in the event that the corporate Defendants and the letter of credit fail to satisfy the obligations of the Defendants under this Stipulation shall the Plaintiff or the department seek to obtain performance of the Defendants' obligations as set forth in this Stipulation by George C. Hechimovich, individually.

The parties agree that judgment can be rendered according to the terms and conditions of the foregoing stipulation.

Dated this 21 day of July, 1987.

STATE OF WISCONSIN

DONALD J. HANAWAY
Attorney General

STEVEN B. WICKLAND
Assistant Attorney General

Attorneys for Plaintiff

Department of Justice
Post Office Box 7857
Madison, WI 53702-7857

Dated this 21 day of July, 1987.

DEWITT, PORTER, HUGGETT,
SCHUMACHER & MORGAN, S.C.

BY: _____
David E. Stewart
A Member of the Firm

Attorneys for Defendants,
Hechimovich Sanitary Landfill,
Inc. and Land & Gas Reclamation,
Inc.

Suite 120 Teton Wood
6515 Grand Teton Plaza
Madison, WI 53719
(608)255-8891

Dated this 21 day of July, 1987.

DOEPKE, HANAN & ELBERT,
CHARTERED

By: _____
Ervin L. Doepke

Attorney for Defendant
George C. Hechimovich

Hillcrest Center
110 Monroe Street
P.O. Box 698
Beaver Dam, WI 53916
(414)885-9211

FILED
IN THE CIRCUIT COURT
JUL 21 1987
DODGE COUNTY, WIS.
JAMES L. HAMMER
CLERK OF COURTS

ORDER

The Court upon the record, the foregoing Stipulation, and having heard evidence of counsel, finds that the parties have duly stipulated that judgment shall be rendered according to the terms and conditions of said Stipulation.

THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The Defendants entered into this Stipulation and agreed to the making and entry of this Order without any admission of fact, liability or fault to any allegation or matter. More specifically, George C. Hechimovich, individually, made no admission of personal liability by entering into said Stipulation and agreeing to this Order.

2. Within sixty (60) days of entry of the ~~attached~~ SDW PCB order of the Court, the three Defendants, George C. Hechimovich, Hechimovich Sanitary Landfill, Inc., and Land & Gas Reclamation, Inc., shall pay to the Plaintiff, the State of Wisconsin, forfeitures and sec. 165.07, Stats., penalty assessments thereon totaling $164,050.00, with the particular percentage of the $164,050.00 that each Defendant pays to be decided by them. The total amount due (in whatever percentage--from zero percent to one hundred percent--that each Defendant pays) is $164,050.00. Until such total payment is made, each Defendant remains jointly and severally liable for the total amount due subject to the provisions of paragraph 14 regarding recourse against the corporate Defendant prior to recourse against Defendant George C. Hechimovich, individually.

3. The $164,050.00 referred to in paragraph two is the total of:

$14,050.00	(the July 10, 1987 stipulated forfeitures and sec. 165.87, Stats., penalty assessments thereon, resolving claims three, four and five of the Complaint, claim two having been previously dismissed),

plus

$150,000.00	(the forfeiture and sec. 165.87, Stats., penalty assessment thereon for claims one and six of the Complaint)

The total amount of the $164,050.00 is to be treated by the Plaintiff as a forfeiture of $142,653.00 and a sec. 165.87, Stats., penalty assessment thereon of $21,397.00. No costs or disbursements are to be paid by any party.

4. Defendants represent to Plaintiff that the landfill site which is the subject matter of this action is presently covered over ninety-seven percent of the landfill site's refuse, with between three and seven feet of silty soil with a permeability not greater than 1×10^{-6} cm/sec. Top soil is not in place, nor has seeding been done. The Defendants shall, during the 1987 construction season, do any necessary work that remains to ensure compliance with the final cover requirements as spelled out in the 1983 closure plan approval (dated November 11, 1983, as modified on January 19, 1984 and May 17, 1984), in paragraphs 10, 11 and 21, with the exception that the Defendants may employ an alternative to grass as a vegetative cover and modified topsoil as provided in paragraph 5, below.

5. During the 1987 construction season, Defendants shall place six inches of soil over the landfill surface, consisting of topsoil overlying 3 inches of enriched silty sands capable of establishing and sustaining vegetative growth, and establish vegetation by means of an alternative to grass acceptable to the Department of Natural Resources ("DNR"), such acceptable alternatives including either clover, wheat, or rye, and excluding row crops (such as corn). On an annual basis, if determined necessary by DNR, Defendants for the construction seasons of 1988 and 1989 shall reseed or take other measures to insure that an adequate vegetative cover is maintained on the landfill surface.

6. By June 1, 1990, the Defendants shall start construction at the landfill site of a cap meeting DNR specifications (which specifications are contained in Exhibit 1, which is attached hereto and incorporated herein by reference), and complete construction of the cap by October 1, 1990; except that if the United States Environmental Protection Agency (U.S. EPA) specifies or approves prior to June 1, 1990, a landfill cap meeting different specifications, that are equivalent to or more stringent than the landfill cap meeting the specifications of Exhibit 1 hereto (as determined by DNR), then Defendants may construct that cap in lieu of construction of the cap specified in Exhibit 1. The Defendants may elect, subject to DNR approval, to utilize a geomembrane cap instead of the

clay capping layer meeting the specifications of Exhibit 1. Except as otherwise provided for herein, the completion of the construction of the landfill cap shall be accomplished before October 1, 1990, regardless of the type of landfill cap installed by the Defendants.

7. Defendants may apply to DNR, listing reasons for justification, for equivalent or more stringent landfill cap specifications as provided in paragraph 6, or for an extension of time by which to begin construction on or to complete construction of the DNR-required cap specified in Exhibit 1 attached hereto, or the landfill cap meeting equivalent or more stringent specifications. The department shall consider the status of the Superfund process at the landfill site, and all other relevant factors, in making its determination of whether or not to grant any request for an extension. DNR denial of such request is regarded by DNR and Defendants as one subject in a separate action to judicial review pursuant to ch. 227, Stats.

8. If this landfill site is listed on the National Priorities List under the Federal Superfund Law (CERCLA), DNR agrees to request that the U.S. EPA authorize the Department of Natural Resources to act as state lead in any Superfund action.

9. By this Stipulation and Order the Defendants are not waiving any right of contribution or participation against any other individual and/or entity who may have liability pursuant to any state or federal law. The

Plaintiff and DNR acknowledge the Defendants, as potentially responsible parties under CERCLA, have the right to seek participation and/or contribution from other potentially responsible parties for all costs associated with compliance with this Stipulation.

10. By this Stipulation and Order, the Plaintiff and the Department of Natural Resources are not waiving any rights either has to require further action at the landfill for groundwater standards enforcement or other applicable laws or regulations. The department does not anticipate that any Preventive Action Limit exceedences under NR 140 detected at the landfill site will necessitate the installation of the cap specified in Exhibit 1 provided in this Stipulation, prior to the date provided in this Stipulation.

11. In the event that the landfill is listed by the U.S. EPA on the National Priorities List pursuant to CERCLA, and the U.S. EPA determines in its record of decision that no additional landfill cap installation is required at the landfill site, the Defendants will still be obligated to construct the landfill cap pursuant to the specifications set out in Exhibit 1 in accordance with the time limit specified herein in paragraph 6, unless an extension is granted pursuant to paragraph 7.

12. The Defendant, Hechimovich Sanitary Landfill, Inc., will furnish to the Plaintiff within one week of the signing of this Stipulation, an irrevocable letter of credit for the amount of $500,000; said amount to be used to fund the

installation of the landfill cap in the event the Defendants fail to do so. A copy of a sample letter of credit showing the format of said Defendant's letter of credit is attached hereto as Exhibit 2 and incorporated herein by reference. Within sixty (60) days of entry of the Court's Order in this matter, Defendants shall provide to the Department of Natural Resources, for their approval, documentation of the landfill cap cost estimates made by Defendants or their consulting engineers. The amount of the letter of credit shall be adjusted in accordance with the cost estimates as approved by DNR. In the event of a disagreement between the department and the Defendants concerning the estimates cost, the parties may apply to this Court for a determination of this issue.

13. In constructing the DNR required landfill cap described in Exhibit 1, or a cap meeting equivalent or more stringent specifications, the Defendants shall have the right to remove the soil materials which comprise the cap on the landfill at the time of execution of this Stipulation, and shall also have the right to remove and reuse any topsoil added to said existing cap.

14. Regarding the performance of the obligations of the Defendants (including payment of the forfeitures provided for herein and construction of the cap described in Exhibit 1), the Plaintiff and the department agree to look first to the corporate Defendants, then to the letter of credit, and only in the event that the corporate Defendants and the letter of credit fail to satisfy the obligations of the Defendants

under this Stipulation shall the Plaintiff or the department seek to obtain performance of the Defendants' obligations as set forth in this Stipulation by George C. Hechimovich, individually.

Signed this 21 day of July, 1987.

Joseph E. Schultz, Circuit Judge

EXHIBIT 1

FINAL COVER

A final cover shall be placed over all portions of the landfill, including all side slopes and top slopes, which shall consist of the following elements:

a. A minimum 6-inch thick grading layer over any waste materials. Intermediate cover may be used for this purpose.

b. A minimum 1-foot thick gas venting layer beneath the low hydraulic conductivity capping layer. This layer shall have a maximum 5% by weight which passes the 200 sieve. An active gas venting system may be installed in lieu of this gas venting.

c. A minimum 2-foot thick low hydraulic conductivity soil capping layer meeting the following specifications. The Department may approve alternative materials such as geomembranes.

   1. A minimum of 50% by weight which passes the 200 sieve.

   2. A saturated hydraulic conductivity of 1×10^{-7} cm/sec or less.

   3. Constructed in maximum 6-inch lift heights after compaction to at least 90% modified or 95% standard Proctor density.

d. A minimum 2.0-foot thick soil cover layer above the clay capping layer. This soil material shall not be densely compacted.

e. A minimum of 6 inches of topsoil capable of supporting the proposed vegetation. Fertilizer or other nutritive supplements shall be added as indicated by the topsoil testing.

f. The topsoil shall be revegetated, the seed type and amount of fertilizer depending on the type and quality of topsoil and compatibility with the native vegetation. Unless otherwise approved by the Department in writing, seed mixtures and application rates shall be in accordance with section 630, Wisconsin Department of Transportation standard specifications for road and bridge construction.

g. A gas venting system shall be installed within the gas control layer to allow removal of the generated gas. Unless otherwise approved by the Department, this shall consist of 6-inch diameter, schedule 40 PVC pipes with slotted screens at the base placed within the granular gas venting layer. The annular space along the outside of the pipes shall be sealed with bentonite above the gas layer to prevent the downward movement of water along the pipes. These pipes shall be placed on 200-foot centers above elevation 970 MSL. The Department reserves the right to require collection and combustion of hazardous air contaminants emitted by the facility. The requirements of this paragraph shall not be applicable in the event an active gas venting system is installed.

TESTING

Testing of the various elements of the final cover shall be performed as follows:

1. CAPPING LAYER

The recompacted clay soil shall be tested as follows:

(a) Dry density and as-placed moisture content shall be determined on an approximate 100-foot grid pattern for each one-foot thickness of clay placed. The grid pattern shall be offset on each subsequent layer of tests. At least 5 sets of tests shall be performed for each acre for every one-foot thickness of clay placed. A minimum of 2 density and moisture content tests for each one-foot thickness of clay placed shall be performed to fully define the degree of soil compaction obtained in confined areas where equipment movement is hindered or hand compaction is necessary.

(b) One moisture-density curve shall be developed for every 5,000 cubic yards or less of clay placed and for each major soil type utilized. At least 5 points shall be established on each curve. A representative sample for every 5,000 cubic yards or less of clay placed shall be analyzed for grain size distribution through the .002 millimeter particle size and for Atterberg limits. If apparent changes in soil quality are observed during clay placement, a one-point Proctor analysis shall be utilized to verify the applicability of previously analyzed moisture-density curves.

(c) A minimum of one undisturbed sample for each acre or less for every one-foot thickness of clay placement shall be retrieved and analyzed for Atterberg limits, grain size distribution through the .002 millimeter particle size, moisture content and dry density. Laboratory hydraulic conductivity tests using the falling head method shall be performed on every third undisturbed sample.

2. GAS VENTING LAYER

During placing of the gas venting layer, the following tests shall be performed

(a) One grain size distribution to the #200 sieve for each 1,000 cubic yards of material placed.

(b) One remolded laboratory hydraulic conductivity test for each 2,500 cubic yards of material placed. The samples shall be tested at the moisture content of the material at the time of placement using the modified Proctor method. The moisture content and density of each sample shall be recorded. For lesser volumes, a minimum of two samples shall be tested.

3. TOPSOIL

At least 2 representative topsoil samples for each acre shall be analyzed for soil pH, nitrogen, phosphorus and potassium and classified under the USDA soil classification system.

4. COVER/ROOTING LAYER

At least 1 grain size distribution to the 200 sieve for each 5,000 cubic yards of material placed.

CONSTRUCTION DOCUMENTATION

The construction documentation report for the final cover shall contain the following minimum information:

(1) ENGINEERING PLANS. A set of 24-inch by 36-inch engineering plan sheets, including:

(a) A plan view documenting the final refuse grades, including daily or intermediate cover, on a maximum 100-foot grid after grading has been performed to establish uniform slopes. Approved final refuse grades shall also be shown for the same area in a clear and legible manner. For areas less than 4 acres, a 50-foot grid shall be used.

(b) A plan view drawing for each one-foot thickness of clay placed showing the locations of the various soil testing performed at each test location. Multiple plan views may be presented on a single engineering plan sheet if legibility is not compromised.

(c) A plan view documenting the constructed final cap grades prior to topsoil placement on a maximum 100-foot grid. Approved final cap grades shall be shown for the same area in a clear and legible manner. For areas less than 4 acres, a 50-foot grid shall be used.

(d) A plan view documenting the final landfill surface following topsoil placement on a maximum 100-foot grid. The approved final grades shall also be shown in a clear and legible manner. This sheet shall also show the locations of all manholes, lift stations, risers, head wells, gas venting systems, surface water drainage control structures, and other appurtenances. For areas less than 4 acres, a 50-foot grid shall be used.

(e) Cross-sections through the closed area which are constructed parallel and perpendicular to the base line of the facility at maximum 200-foot intervals. A minimum of 4 cross ections shall be submitted, 2 of which shall be in each direction. Each of these cross sections shall show all surficial and subsurface features encountered, including gas vents, leachate lines and other landfill structures, and shall be tied into the grades of adjacent previously filled areas. At a minimum, each cross section shall

show final refuse grades, final cap system configuration and grades, and final topsoil grades.

(2) REPORT PREPARATION. A comprehensive report containing a detailed narrative chronologically describing the closure of the area. Particular emphasis shall be placed on any deviations from the approved plans. This report shall also include the following information at a minimum:

(a) An analysis and discussion of all soil testing work performed. All raw data from the soil testing performed shall be included in an appendix to the closure documentation report.

(b) The results of all required topsoil testing, along with the rates and types of fertilizer and seed applied. Liming requirements shall also be included along with the actual rate of application.

(c) A series of properly labeled 35 millimeter color prints which document all major aspects of facility closure. This shall include panoramic views of the closed areas, as well as close-up photos of the construction process and completed engineering structures such as gas vents, clean-out ports, manholes, leachate storage tank access, leachate load-out areas and other pertinent structures.

(d) A cover letter under the seal of a registered professional engineer rendering an opinion as to whether the area has been closed in substantial conformance with the approved plans. Any deviations from the approved plan shall be noted and explained.

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

IRREVOCABLE LETTER OF CREDIT FOR CLOSURE (_____)
Form 4400-81 (Number)
Rev. 7-86

EXHIBIT 2

LEAVE BLANK – DNR USE ONLY
Regulatory Code
EPA Identification Number
License Number
Name of Licensee
Long-Term Care Cost Estimate

Dear Secretary, Department of Natural Resources:

We hereby establish our Irrevocable Letter of Credit No. _____ in favor of the State of Wisconsin Department of Natural Resources as beneficiary, at the request and for the account of _____

_____
(Owner's Name and Address)

as customer, up to the aggregate amount of _____

U.S. dollars $_____, available upon presentation of:

1. A sight draft, bearing reference to this letter of credit no. _____, together with

2. A signed statement declaring that the amount of the draft is payable pursuant to ~~regulations issued under the authority of Section 144.443, Wisconsin Statutes, as amended~~ the Order of the Court in Dodge County Circuit Court case no. 86 CV 638 ("the Court Order").

Whereas the customer owns a solid waste land disposal or hazardous waste facility named _____

_____ located in Section _____,

Township _____, Range _____, Town/City/Village of _____, _____ County, Wisconsin, and that facility is subject to ~~either~~ the closure requirements of the ~~plan of operation approval issued by the beneficiary~~ Court Order, dated the _____ day of _____, 19____. ~~and any amendments thereto or the closure requirements of Sections NR 181.42(8) and NR 181.44(12) and (13), Wisconsin Administrative Code, whichever is applicable to the facility.~~

This letter of credit is written to provide proof of financial responsibility pursuant to ~~Section 144.443, Wisconsin Statutes, and Section NR 180.15 or NR 181.42(10), Wisconsin Administrative Code,~~ the Court Order to ensure compliance with the closure requirements ~~of the plan of operation approval and any amendments thereto or the closure requirements in~~ Sections 181.42(8) ~~and 181.44(12) and (13), Wisconsin Administrative Code, whichever is applicable, and shall inure to the benefit of the beneficiary.~~ of the Court Order and shall inure to the benefit of the beneficiary.

This letter of credit is effective on _____, and shall expire on _____, except that this letter of credit shall automatically renew on each successive termination date until all of the closure requirements have been completed, unless we elect to cancel this letter of credit. In the event we wish to cancel this letter of credit, we shall provide notice in writing of our intent to cancel to the beneficiary by registered or certified mail not less than 90 days prior to the end of the current term of this letter of credit. Unless the customer delivers to the beneficiary a replacement letter of credit or other proof of financial responsibility under ~~s. 144.443, Wis. Stats.~~ the Court Order, we will pay to the beneficiary the unused balance of this letter of credit on the termination date.

This letter of credit shall terminate upon compliance with the Court Order in Dodge County circuit court case no. 86 CV 638.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we will duly honor such draft upon presentation to us.

I hereby certify that I am authorized to execute this letter of credit on behalf of _____

_____ a bank or financial institution which is examined
(Name of Issuing Institution)

and regulated by a federal agency, or in the case of a bank or financial institution located within the State of Wisconsin, which is examined and regulated by the state or a federal agency.

Attest:

_____ _____
(Signature and Title of Official of Issuing Institution) (Date Signed)

This credit is subject to the Wisconsin uniform commercial code.

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