

OPPENHEIMER WOLFF & DONNELLY

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45 South Seventh Street  
Suite 3400  
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GARY P. GENDEL  
Direct Dial: (612) 344-9456  
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June 19, 1997

Mr. Frank B. Remington  
Assistant Attorney General  
Wisconsin Department of Justice  
123 West Washington Avenue  
P.O. Box 7857  
Madison, WI 53707-7857

Kevin A. Spellacy, Esq.  
Quinlivan Law Firm  
400 South First Street, Suite 600  
P.O. Box 1008  
St. Cloud, MN 56302

Brussels  
Chicago  
Detroit  
Geneva  
Irvine  
Los Angeles  
Minneapolis  
New York  
Paris  
Saint Paul  
San Jose  
Washington, D.C.

Re: **Junker Site Settlement**  
**Our File No. 25-5015**

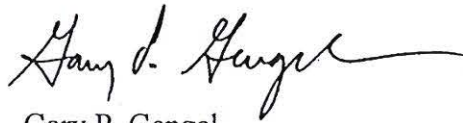
Dear Frank and Kevin:

Enclosed is a copy of Bankers Trust Company's confirmation on the June 13, 1997 \$1,325,728.00 wire transfer to Metropolitan Life, in fulfillment of our settlement obligation to pay for a Funding Agreement in the name of Junker Recycling, Inc.

Please call if you have any questions.

Sincerely,

OPPENHEIMER WOLFF & DONNELLY



Gary P. Gengel

GPG/cg

Enclosure

cc: Ms. Linda Salomon (w/enc.)  
Kathleen M. Mahoney, Esq. (w/enc.)  
Mr. Joseph J. Grabowski (w/enc.)

*c: Pat Collins - Baldwin*

RECEIVED

NOV 12 1997

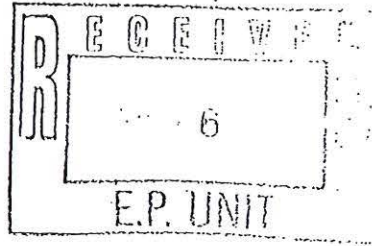
Baldwin DNR

JUN 23 1997

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Minneapolis, MN 55402-1609

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June 12, 1997

Brussels  
Chicago  
Detroit  
Geneva  
Irvine  
Los Angeles  
Minneapolis  
New York  
Paris  
Saint Paul  
San Jose  
Washington, D.C.

Mr. Mal Deener  
Assistant Vice-President  
Product Development & Management  
Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY 10166-0188

VIA FEDERAL EXPRESS

Re: Junker Landfill Structured Annuity Certificate No. 70290  
Funding Agreement No. 26044  
Our File No. 25-5015

Dear Mr. Deener:

Enclosed is a copy of your original letter of understanding, appropriately signed at the bottom by Mr. James L. Junker, President of Junker Recycling, Inc. Also enclosed is the original funding agreement cover page executed by you on June 10, and Mr. Junker on June 12, 1997.

Please let me know if you require anything further.

Sincerely,

OPPENHEIMER WOLF & DONNELLY

Gary P. Gengel

GPG:cg

cc: Mr. Joseph J. Grabowski (w/enc.)  
Kathleen M. Mahoney, Esq. (w/enc.)  
Frank D. Remington, Esq. (w/enc.)  
Kevin A. Spellacy, Esq. (w/enc.)  
Dennis M. Sullivan, Esq. (w/enc.)



**Metropolitan Life**  
AND AFFILIATED COMPANIES

**Metropolitan Life Insurance Company**

A Mutual Company Incorporated In New York State  
One Madison Avenue—New York, New York 10010-3690

Contractholder

Junker Recycling, Inc., A Minnesota Corporation

Funding Agreement No.

26044

Issue Date

June 15, 1997

In Consideration of the payments made to Metropolitan under this Agreement,

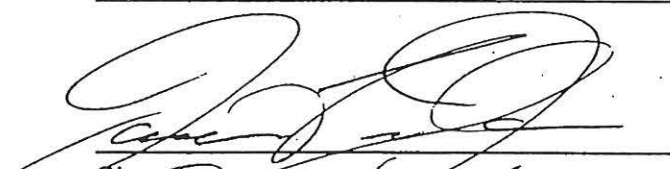
**Metropolitan Life Insurance Company**  
(Metropolitan)

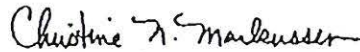
Agrees to make payments under this Agreement in accordance with and subject to its terms.

Therefore, the Contractholder and Metropolitan execute this Agreement in duplicate to take effect as of the Issue Date.

Junker Recycling, Inc., A Minnesota Corporation

Metropolitan Life Insurance Company

  
\_\_\_\_\_  
Signature

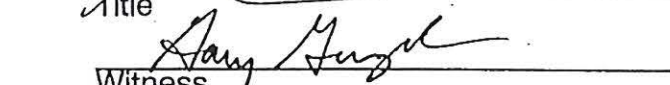
  
\_\_\_\_\_  
Christine N. Markussen, Vice President and Secretary

Christine N. Markussen, Vice President and Secretary

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Harry P. Kamen, Chairman, President and Chief Operating Officer

Harry P. Kamen, Chairman, President and Chief Operating Officer

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Registrar

6/12/97  
\_\_\_\_\_  
Date

June 10, 1997  
\_\_\_\_\_  
Date

Minneapolis, MN  
\_\_\_\_\_  
City and State

New York, New York  
\_\_\_\_\_  
City and State

Structured Settlement Funding Agreement

Section 1 Payments to Metropolitan

1.1 The Contractholder will pay to Metropolitan under this Agreement the following:

| <u>Date of Payment</u> | <u>Amount of Payment</u>         |
|------------------------|----------------------------------|
| June 15, 1997          | \$1 and other good consideration |



Section 2 Payments by Metropolitan

2.1 Metropolitan will make the following payments under this Agreement provided Metropolitan has received the Consideration on or before June 15, 1997:

\$16,222.00 payable on September 1, 2006.

\$19,558.00 monthly commencing on October 1, 2006 for 3 months with last payment on December 1, 2006.

\$19,675.00 monthly commencing on January 1, 2007 for 12 months with last payment on December 1, 2007.

\$19,975.00 monthly commencing on January 1, 2008 for 12 months with last payment on December 1, 2008.

\$19,950.00 monthly commencing on January 1, 2009 for 12 months with last payment on December 1, 2009.

\$19,975.00 monthly commencing on January 1, 2010 for 12 months with last payment on December 1, 2010.

\$19,975.00 monthly commencing on January 1, 2011 for 12 months with last payment on December 1, 2011.

\$20,267.00 monthly commencing on January 1, 2012 for 12 months with last payment on December 1, 2012.

\$20,267.00 monthly commencing on January 1, 2013 for 12 months with last payment on December 1, 2013.

\$20,300.00 monthly commencing on January 1, 2014 for 12 months with last payment on December 1, 2014.

\$20,583.00 monthly commencing on January 1, 2015 for 12 months with last payment on December 1, 2015.

\$20,300.00 monthly commencing on January 1, 2016 for 12 months with last payment on December 1, 2016.

\$20,617.00 monthly commencing on January 1, 2017 for 12 months with last payment on December 1, 2017.

\$20,617.00 monthly commencing on January 1, 2018 for 12 months with last payment on December 1, 2018.

3  
24,896 -  
3 840,000  
31 919

\$20,617.00 monthly commencing on January 1, 1919 for 12 months with last payment on December 1, 1919.

\$20,617.00 monthly commencing on January 1, 2020 for 12 months with last payment on December 1, 2020.

\$20,617.00 monthly commencing on January 1, 2021 for 12 months with last payment on December 1, 2021.

\$20,933.00 monthly commencing on January 1, 2022 for 12 months with last payment on December 1, 2022.

2.2 Metropolitan will make payments to:

The person designated by the Contractholder as the payee.

The Contractholder has designated Junker Recycling, Inc., A Minnesota Corporation as the payee as of the Issue Date. However, the Contractholder retains the right to change this designation.

2.3 If payments are to be made to a natural person and if any amounts are payable after the death of such person, they will be paid as follows:

\* To the beneficiary reported to Metropolitan by the Contractholder.

Any change in a beneficiary designation will take effect as of the date the request was signed but without prejudice to Metropolitan on account of any payment made by it before receipt of the request.

If two or more beneficiaries are designated and their respective interests are not specified, their interests will be several and equal.

The Contractholder has reported Junker Recycling, Inc., A Minnesota Corporation as the beneficiary as of the Issue Date. However, the Contractholder retains the right to change this designation.

JUN-11-97 WED 01:01 PM SSI / MDS

FAX NO. 8159618999

P. 07/07

Section 3 General Provisions

- 3.1 The Contractholder is the owner of this Agreement and will have the right at any time to change the person to whom payments are payable hereunder. No such change will be effective until written notice of the change is received by Metropolitan.
- 3.2 No amounts payable under this Agreement may be assigned or encumbered and, to the extent permitted by law, no amount payable under this Agreement will be subject to legal process or attachment for payment of any claim against any person to whom payments are payable hereunder. This Agreement may not be assigned to any person without Metropolitan's consent, which will not be unreasonably withheld.
- 3.3 Metropolitan's only liability under this Agreement is to make payment of the amounts specified in Section 2.1.
- 3.4 All communications between the Contractholder and Metropolitan provided for in this Agreement will be in writing. For this purpose Metropolitan's address is its Home Office at One Madison Avenue, New York, New York 10010. The Contractholder's address will be that which it states to Metropolitan. All payments to Metropolitan under this Agreement are payable at its Home Office. Any communication or payment may be made for the Contractholder by a party or parties named by the Contractholder to act on its behalf.
- 3.5 This Agreement is the entire contract between the parties. The Contractholder's statements will be deemed representations and not warranties. No sales representative or other person, except an authorized officer of Metropolitan, may make or change any contract or make any binding promises about any contract on behalf of Metropolitan. Any amendment, modification or waiver of any provision of this Agreement will be in writing and may be made effective on behalf of Metropolitan only by an authorized officer of Metropolitan.
- 3.6 This Agreement may be used to provide benefits under structured settlements of lawsuits, potential lawsuits or claims.
- 3.7 This Agreement will be governed by and construed in accordance with the laws of the State of New York.

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

---

THE STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 97-C-0139-S

JUNKER LANDFILL TRUST, et al.,

Defendants.

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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 Eggleston and Frank Remington, Assistant Attorneys General, at the request of the Wisconsin Department of Natural Resources ("the WDNR"), filed a complaint seeking damages in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. s.9607, and Sections 292.11(3) and 292.95 (formerly ss. 144.76(3) and 144.98), Wisconsin Statutes.
- B. The State seeks in its complaint, *inter alia*: (1) reimbursement of costs it has incurred for response actions at the site of the former Junker Sanitary Landfill in the Town of Hudson in St. Croix County, Wisconsin ("the Landfill" or "the Site"), and (2) contribution towards the costs of implementing additional response actions at the Landfill consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("the NCP").
- C. The defendants, who are listed in Appendix B ("the Settling Defendants"), do not, by entering into this Consent Decree, admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint. The Settling Federal Defendants do not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint.
- D. In response to releases of hazardous substances at and from the Site of the former Junker Sanitary Landfill, the WDNR installed a cap, an active gas extraction system and a leachate extraction system at the landfill and operated and maintained the landfill systems from September 1992 until March, 1995. In March of 1995, the Junker Landfill Trust, a group comprised of the Settling Defendants, took over operation and maintenance work at the Site under a contract with WDNR.
- E. A Remedial Investigation ("RI") Report, prepared by Wenck Associates, Inc. on behalf of the Settling Defendants, was approved by the WDNR on August 10, 1995, and a Feasibility Study ("FS") Report, prepared by Wenck Associates, Inc. on behalf of the Settling Defendants, was approved by the WDNR on March 27, 1996.
- F. Pursuant to Section 117 of CERCLA, the WDNR published notice of the completion of the FS and of the proposed plan for final remedial action at the Junker Sanitary Landfill, and provided an opportunity for the public to comment on the proposed plan.
- G. The decision of the WDNR on the final remedial action to be implemented at the Site is contained in a Record of Decision ("ROD"), which was issued by the WDNR on August 20, 1996.

- H. The Settling Parties believe, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Settling Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Landfill and will avoid prolonged and complicated litigation between the Settling Defendants, the Settling Federal Defendants and the State, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ordered, adjudged and decreed:

## II. JURISDICTION

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. s. 1331, and 42 U.S.C. ss. 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants and the Settling Federal Defendants. Solely for the purposes of this Consent Decree, the Settling Defendants and the Settling Federal Defendants waive all objections and defenses that they may have to the jurisdiction of this Court or to venue in this District. The Settling Defendants and the Settling Federal Defendants agree not to challenge the terms of this Consent Decree nor to contest this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

This Consent Decree is binding upon the State, and upon the Settling Defendants and the Settling Federal Defendants and their agents, successors and assigns (the "Settling Parties"). The undersigned representative of each Settling Party certifies that he or she is fully authorized by the party whom he or she represents to enter into and execute this Consent Decree and legally bind such party to the terms of this Consent Decree.

## IV. STATEMENT OF PURPOSE

In consideration of each of the promises, covenants and undertakings of the WDNR, the Settling Defendants and the Settling Federal Defendants under this Consent Decree, the WDNR, the Settling Defendants and the Settling Federal Defendants hereby agree that, to avoid the inherent costs and delays of protracted litigation and to minimize other transactional costs at the Site:

1. The Settling Defendants and the United States, on behalf of the Settling Federal Defendants, shall reimburse the WDNR for a portion of the response costs incurred by the WDNR for this Site, to the extent provided herein; and



2. The Settling Defendants and the United States, on behalf of the Settling Federal Defendants, shall provide additional funds for the implementation of the response actions at the Site, to the extent provided herein.

## 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 which flows 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 glacial material. There is also a documented bedrock fault west of CTH A. At this point the water table shows up in the unconsolidated deposits above the Prairie du Chien-bedrock.

### **Site History:**

Landfill operations began at the Site in November 1972 under the ownership of Walfred Pilquist. In April, 1973, Garry Thompson purchased the landfill and continued operation as the new owner. The landfill was expanded by Mr. Thompson and licensed by the WDNR in October 1975, under the name of Landfill Land Company, which was owned by Garry Thompson and



operated by him until 1977. In 1977, Garry Thompson established a corporation, Sanitary Landfill Site, Inc., which leased the landfill to James Junker of Junker Sanitary Landfill Inc. who operated it until January 5, 1987. In June and July of 1987, Garry Thompson reopened the Site illegally under the name Klondike Resource Conservation and Recovery System/Program Landfill. The Site received municipal solid waste, demolition waste and commercial/industrial waste.

#### Site Characteristics:

Currently the Site has an NR 504 cap, an active gas extraction system and a leachate extraction system. There are also a series of gas monitoring probes, groundwater monitoring wells and various monitoring points associated with the gas and leachate extraction systems.

The cap consists of two feet of clay, one and one-half feet of grading material and six inches of topsoil. The permeability of the clay barrier layer was documented during construction to be less than  $1 \times 10^{-3}$  cm/sec. The landfill Site is well vegetated and surface water runoff from the cover system is directed to one of two detention ponds adjacent to the landfill.

The active gas extraction system consists of seventeen gas extraction wells which are operated to control methane gas migration away from the landfill site while minimizing oxygen intrusion into the landfill. The gas extracted from the landfill flows through a header system and is thermally destructed by a ground flare.

The leachate extraction system consists of four submersible pumps which were installed in four gas extraction wells in December 1993. These four leachate extraction pumps have historically pumped at a rate of 3 to 5 gallons per minute (gpm) for approximately 1.25 hours a week. The leachate flows through the gas header system to an on-site 4,000 gallon holding tank. Condensate from the active gas extraction system is also stored in this tank.

#### Known Substances of Concern in Groundwater:

- 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. "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.
- B. "Feasibility Study" or "FS" shall mean the Feasibility Study submitted by the Junker Landfill Trust, a group comprised of the Settling Defendants, which was approved by the WDNR on March 27, 1996.
- C. "Junker Defendants" means James L. Junker, Junker Recycling, Inc., Junker Sanitary Landfill, Inc., Junker Sanitation Services, Inc., United Waste Systems, Inc. and United Waste Transfer, Inc.
- D. "Junker Sanitary Landfill Site," "the Landfill" or "the Site" 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., including all areas where waste was deposited or pollution came to be located.
- E. "Potentially Responsible Parties" or "PRPs" shall mean all parties who sent wastes to the Site, who operated the Site, who owned the Site, who transported or arranged for the transport of wastes to the Site, or who are otherwise liable under 42 U.S.C. s. 9607(a) or s. 292.11 (formerly s.144.76), Wisconsin Statutes.
- F. "Record of Decision" or "ROD" shall mean the WDNR's decision for the remedial action to be implemented at the Site, signed on August 20, 1996 by the Secretary of the WDNR, George Meyer, including any changes or amendments thereto.
- G. "Settling Defendants" shall mean the defendants listed in Attachment B, who are members of the Junker Landfill Trust, a Minnesota business trust operating pursuant to Chapter 318, Minnesota Statutes (1994), and may include other Potentially Responsible Parties, other than the Junker Defendants, who agree to sign this Consent Decree, under the terms and conditions established by the current members of the Junker Landfill Trust.
- H. "Settling Federal Defendants" shall mean the United States Postal Service, including the United States Post Offices for Hudson, Wisconsin; Lake Elmo, Minnesota; Stillwater, Minnesota; and Bayport, Minnesota.
- I. "Settling Parties" shall mean the Settling Defendants, the Settling Federal Defendants and the State of Wisconsin.
- J. "State" shall mean the State of Wisconsin, including all departments and agencies and all officers and employees thereof.



- K. "Wisconsin Department of Natural Resources" or "WDNR" shall mean the agency of the State of Wisconsin created pursuant to s. 15.34, Wisconsin Statutes, and charged with implementing the provisions of s. 292.11 (formerly s. 144.76), Wisconsin Statutes, and authorized in conjunction with the Wisconsin Department of Justice to enter into settlements in the name of the State of Wisconsin pursuant to 42 U.S.C. s. 9613 (f)(2) and any successor department or agency thereof.
- L. "United States" shall mean the United States of America, including the United States Postal Service, the United States Post Offices for Bayport, Minnesota; Stillwater, Minnesota; Lake Elmo, Minnesota; and Hudson, Wisconsin, and all other departments, agencies, and instrumentalities of the United States of America.

## VII. GENERAL PROVISIONS

- A. The objective of the Settling Parties in entering into this Consent Decree is to protect public health, safety and welfare and the environment at the Site by providing for contribution by the Settling Defendants and the United States to the costs previously incurred and to be incurred to implement the remedy selected for the Site in the ROD.
- B. In consideration of each of the promises, covenants and undertakings of the State set forth herein, the Settling Defendants and the United States hereby agree to take the following actions on or before April 1, 1997 or within sixty (60) days after the entry of this Consent Decree, whichever date is later, unless otherwise specifically provided:
1. The Settling Defendants shall pay to the WDNR \$1.5 million to be deposited into the state environmental fund, to contribute towards the costs incurred by the State at this Site, less the following "set-off":

The difference between (a) the low cost quote to purchase a payment funding mechanism from a financial institution or insurance company rated A+ or better which will provide sufficient income to fund in monthly payments the operation and maintenance of the landfill remediation systems, landfill monitoring and filter installation and maintenance costs that have been projected by Dames & Moore for the Site, plus a contingency of 35%, from the point in time that the \$3 million in promissory notes being held by United Waste Systems, Inc. under an escrow agreement that was entered into pursuant to a consent decree signed by the Junker Defendants (in Case No. 96-C-0432-S, U.S. District Court, Western District of Wisconsin) is projected to be spent (assuming that the actual costs incurred by the Junker Defendants will be incurred at a rate equal to Dames & Moore's projected costs plus a 25% contingency)("25/35% payment funding mechanism") until the end of the Landfill's 25-year long-term care period in December of 2022, and (b) the actual cost of the payment funding mechanism described in Paragraph B, 3 of this Section. Should the State approve the purchase of the payment funding mechanism described in Paragraph B, 3 of this Section from the A+ or better

rated financial institution or insurance company which provides the lowest quote, and if the amount of the lowest quote is \$ 1.5 million or less, there will be no set-off.

2. Payments made pursuant to this Section shall be made by cashier's check or certified check made payable to the Wisconsin Department of Natural Resources, and shall be mailed or delivered to: Wisconsin Department of Natural Resources, Bureau Director, Bureau for Remediation and Redevelopment, 101 S. Webster Street, P.O. Box 7921, Madison, Wisconsin 53707-7921. The portion of this payment to be made by the Minnesota Department of Corrections will be paid separately, as provided in Paragraph B, 4 of this Section, and the portion of this payment to be made by the United States will be paid separately, as provided in Paragraph B, 5 of this Section. A copy of the transmittal letter that accompanies each check shall be sent to the following WDNR project managers:

Wendy Didier Anderson (1 copy)  
Wisconsin Department of Natural Resources  
West Central Region Headquarters  
1300 W. Clairemont Avenue  
P.O. Box 4001  
Eau Claire, Wisconsin 54702

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

3. The Settling Defendants shall purchase a payment funding mechanism, from a financial institution or insurance company that is rated A+ or higher after the proposed purchase has been approved by the State, which will provide sufficient income to fund in monthly payments the operation and maintenance of the landfill remediation systems, landfill monitoring and filter installation and maintenance costs that have been projected by Dames & Moore for the Site plus a contingency of 35%, from the point in time that the \$ 3 million in promissory notes being held by United Waste Systems, Inc. under an escrow agreement that was entered into pursuant to a consent decree signed by the Junker Defendants (in Case No. 96-C-0432-S, U.S. District Court, Western District of Wisconsin) is projected to be spent (assuming that the actual costs incurred by the Junker Defendants will be incurred at a rate equal to Dames & Moore's projected costs plus a 30% contingency) ("30/35% payment funding mechanism") until the end of the Landfill's 25-year long-term care period (December, 2022). The monthly payments from this payment funding mechanism shall be deposited into the escrow account which has been established pursuant to the attached Escrow Agreement, Attachment C, which is incorporated herein by reference. If the low



quote for the cost of the 30/35% payment funding mechanism from an A+ or better financial institution or insurance company is less than \$1.5 million, and if the State approves of the purchase of the payment funding mechanism from the financial institution or insurance company which has given the low quote, the Settling Defendants shall fully fund the purchase of the 30/35% payment funding mechanism. However, if the State only approves the purchase of a payment funding mechanism from a financial institution or insurance company which did not provide the low quote, the State shall fund the difference between the cost of the low quote 25/35% payment funding mechanism and the cost of the 30/35% payment funding mechanism approved by the State by means of the set-off provided for in Paragraph B, 1 of this Section. The payment funding mechanism purchased pursuant to this paragraph shall be issued and delivered to Junker Recycling, Inc., a Minnesota corporation, or to its assignee for delivery to an escrow agent to be selected by the State under the attached Escrow Agreement (Attachment C). Junker Recycling, Inc. or its assignee shall own and have full right, title and interest in and to such payment funding mechanism.

4. This Consent Decree as to the Minnesota Department of Corrections is contingent upon the Minnesota Legislature appropriating the necessary funds. The Minnesota Department of Corrections shall make a payment of \$\_\_\_\_\_ on or before August 1, 1997, if an appropriation is approved by that date. In the event that the Minnesota Legislature does not appropriate funds as contemplated by this Paragraph, or the Minnesota Department of Corrections fails to make the required payment on or before August 1, 1997, from funds appropriated by the Legislature, the Settling Defendants shall be considered no longer in compliance with the terms of this Consent Decree. Should the State seek to recover this overdue payment from the Settling Defendants other than the Minnesota Department of Corrections, the Court shall retain continuing jurisdiction to enter judgment against the Settling Defendants for their pro rata share of the amount of the overdue payment. Each Settling Defendant shall be considered to be back into compliance with the terms of this Consent Order once that Settling Defendant's pro rata share of the overdue amount is paid to WDNR.
  
5. The United States, on behalf of the Settling Federal Defendants, shall pay to the Junker Landfill Trust the sum of \$4,244.89 within a reasonable time after the effective date of this Consent Decree. Interest will accrue from the 121st day after the entry of the Joint Stipulation of Dismissal, signed by the United States, the Junker Landfill Trust and the Landfill Remediation Trust in the matters of Junker Landfill Trust v. Junker Recycling, Inc., et al., Civil Action No. 96-C-0019-S and Landfill Remediation Trust v. Gary Thompson, et al., Civil Action No. 96-C-489-S, if payment is not made within 120 days. Interest shall be determined in the same manner as that provided for determining the rate for pre-judgment interest by section 107 of CERCLA, 42 U.S.C. § 9607. All obligations of the United States hereunder are subject to the availability of funds applicable for that purpose. No provision of this Consent Decree shall be interpreted as, or constitute, a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act,



31 U.S.C. § 1341, or any other applicable provision of law. In the event that the United States does not pay the funds as contemplated by this Paragraph, the Settling Federal Defendants shall be considered no longer in compliance with the terms of this Consent Decree. Should the State or the Junker Landfill Trust seek to recover this overdue payment from the Settling Federal Defendants, the Court shall retain continuing jurisdiction to enter judgment against the Settling Federal Defendants for their pro rata share of the amount of the overdue payment. Each Settling Federal Defendant shall be considered to be back into compliance with the terms of this Consent Order once its pro rata share of the overdue amount is paid to the Junker Landfill Trust.

#### VIII. RESERVATION OF RIGHTS

- A. Nothing herein shall waive the right of the State, the Settling Defendants or the Settling Federal Defendants to enforce this Consent Decree.
- B. Nothing herein is intended to release, discharge or in any way affect any claims, causes of action or demands in law or equity which the Settling Defendants, the Settling Federal Defendants, or the State may have against any other person, firm, partnership, or corporation (collectively "Other Person") for any liability such Other Person may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any materials, hazardous substances, solid or hazardous waste, contaminants or pollutants at, to or from the Site. The Settling Parties expressly reserve all rights, claims, demands and causes of action they may have against any and all Other Persons.
- C. The State recognizes that the Settling Defendants and the Settling Federal Defendants may have the right to seek contribution, indemnity and/or any other available remedy against any Other Person found to be responsible or liable for contribution, indemnity, or otherwise for any amount which has been or will be expended by the Settling Defendants or the Settling Federal Defendants in connection with the Site.
- D. The Settling Parties agree and the Court finds that the Settling Defendants, including those PRPs who have signed this Consent Decree and have contributed funds to help finance the implementation of the remedy selected in the ROD, and the United States are entitled to such protection from contribution actions or claims under 42 U.S.C. § 9613(f)(1), 42 U.S.C. § 9613(f)(2), and any other applicable law, from the effective date of this Consent Decree, for as long as the terms herein are complied with, and after the termination of this Consent Decree pursuant to the provisions of Section X (Termination and Satisfaction). The aforesaid protection from contribution actions or claims is intended to be the maximum available and to apply to any and all past, present and future claims of any entity against the Settling Defendants or the Settling Federal Defendants pursuant to CERCLA, Wisconsin statutory or common law, arising from the facts alleged in the complaint filed in this matter, whether such claims exist at the time of entry of this Consent Decree or

arise or are asserted subsequent thereto, and irrespective of the person asserting said claim or claims. The aforesaid protection from contribution actions or claims shall not apply to claims deriving from claims brought by the United States Environmental Protection Agency and any Federal natural resource damage trustee.

- E. Nothing herein shall be construed to release the Settling Defendants or the Settling Federal Defendants from any liability for failure of the Settling Defendants or the Settling Federal Defendants to make the payments required in Section VI of this Consent Decree. Upon receipt by the WDNR of the payments required under Section VII, B, 1 and 4, and the purchase of the payment mechanism required under Section VII, B, 3, the Settling Defendants shall have no further obligation under this Consent Decree. Upon the receipt by the Junker Landfill Trust of the payment from the United States required under Section VII, B, 5, the United States shall have no further obligations under the Consent Decree. The Settling Parties expressly recognize that this Consent Decree does not waive or estop the U.S. EPA, or any Federal natural resource damage trustee, from undertaking or requiring additional response actions under the NCP or seeking recovery of past and future costs related to response actions at the Site, or (in the case of a Federal natural resource damage trustee) to take other actions authorized by law relating to natural resource damages.
- F. 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.

#### IX. EFFECTIVE DATE

The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court. If for any reason the Court should decline to approve of this Consent Decree, or any portion thereof, this Consent Decree is voidable by any party.

#### X. TERMINATION AND SATISFACTION

The provisions of this Consent Decree shall be deemed satisfied as relates to the Settling Defendants upon receipt by the WDNR of: (1) the payments required under Section VII, B, 1 and 4, of this Consent Decree; and (2) documentation that provides that the payment funding mechanism required under Section VII, B, 3 of this Consent Decree has been purchased. As relates to the United States, the provisions of this Consent Decree shall be deemed satisfied upon receipt by the Junker Landfill Trust of the payment required under Section VII, B, 5.



XI. COVENANTS NOT TO SUE

- A. Except as otherwise provided in Section VII, B, 4 and 5 (General Provisions) and Section VIII (Reservation of Rights), from the effective date of this Consent Decree, for as long as the terms herein are complied with, and after termination of this Consent Decree pursuant to the provisions of Section X (Termination and Satisfaction), the State covenants not to sue or take administrative action against the Settling Defendants or the United States pursuant to Section 107 of CERCLA, or s. 292.31 or 292.11 (formerly s. 144.442 or 144.76), Wisconsin Statutes, relating to the Site, including, but not limited, present or future environmental pollution caused by the Landfill. The covenant as to the Minnesota Department of Corrections shall be effective upon WDNR's receipt of the payment required under Section VII, B, 4 of this Consent Decree, and the covenant as to the United States shall be effective upon the Junker Landfill Trust's receipt of the payment required under Section VII, B, 5.
- B. The Settling Defendants and the Settling Federal Defendants hereby waive all claims against the WDNR and the State, 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 Site, including, but not limited to, present or future environmental pollution caused by the Landfill.

XII. SIGNATORIES AND SERVICE

Each undersigned representative of the Settling Defendants, the Settling Federal Defendants or of 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. Each Settling Defendant shall identify, on an attached signature page, the name, address, of an agent who is authorized to accept service of process by mail on behalf of the Settling Defendant with respect to all matters arising under or relating to this Consent Decree. The Settling Federal Defendants shall identify, on an attached signature page, the persons who are to receive notice respecting all matters arising under or relating to this Consent Decree. The Settling Defendants and the Settling Federal 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.

SO ORDERED THIS

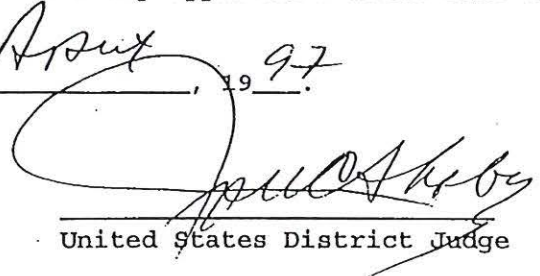
29<sup>th</sup>

DAY OF

August

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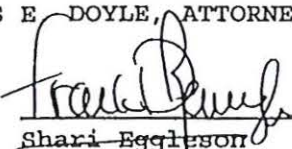
United States District Judge



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: March 21, 1997

**STIPULATION AGREEMENT**

It is hereby agreed, in the case of Junker Landfill Trust v. Junker Recycling, Inc., et al, Case No, 96-C-019- S (W.D. Wis.) (consolidated); Landfill Remediation Trust v. Gary Thompson, et al, Case No. 96-C-49-S (W.D. Wis.)(consolidated); State of Wisconsin v. Junker Landfill Trust, et. al., Case No. 97-C-0139-S, that the United States Postal Service will process a check in the amount of \$4,244.89 and the check will be made payable to and will be sent directly to the State of Wisconsin, rather than being made payable to the Junker Settlement Fund. The parties hereby agree that the payment to the State of Wisconsin fulfills the United States Postal Service's obligation under the above lawsuits as well as the consent decree(s).

Date: 8/29/97

State of Wisconsin

By: 


Date: \_\_\_\_\_

Junker Landfill Trust

By: \_\_\_\_\_

Date: 8/25/97

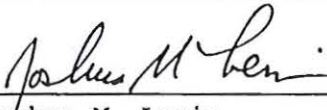
United States Postal Service

By:   
Cary L. Katznelson  
Senior Attorney

FOR THE SETTLING FEDERAL DEFENDANTS

LOIS J. SCHIFFER  
Assistant Attorney General  
United States Department of Justice  
Environment and Natural Resources Division

By:

  
\_\_\_\_\_  
Joshua M. Levin  
Environmental Defense Section  
P.O. Box 23986  
Washington, DC 20026-3986