



## DISPOSAL AGREEMENT

This Disposal Agreement ("Agreement") is entered into this 1st day of January, 2026 Through December 31st 2028 (the "Effective Date") by and between The City of Watertown, located at 811 S First Street Watertown, WI 53094 ("Customer") and Glacier Ridge Landfill, LLC, located at N7296 County Road V, Horicon, WI 53032 ("Operator"). For valuable consideration the receipt and sufficiency of which is hereby acknowledged Operator and Customer agree as follows:

**TERM. THE TERM OF THIS AGREEMENT COMMENCES ON THE EFFECTIVE DATE AND SHALL CONTINUE ☐ UNTIL FINAL COMPLETION OF THE PROJECT DESCRIBED ON EXHIBIT A; OR ☒ FOR A PERIOD OF 3 YEARS**

**RATES, FEES AND OTHER CHARGES ARE SUBJECT TO INCREASE DURING THE TERM PURSUANT TO THE TERMS OF THIS AGREEMENT.** Operator may terminate this Agreement: (i) immediately upon Customer's breach; (ii) if Customer becomes insolvent, bankrupt, in receivership, reorganization, dissolution, or makes an assignment for the benefit of creditors; or (iii) upon 30 days notice. **DISPOSAL.** Customer grants Operator the exclusive right to dispose of all Approved Waste (as defined below) generated, collected, or hauled by Customer. Customer shall deliver Approved Waste to the Disposal Site(s) identified on Exhibit A during Operator's hours and days of operation. Operator may suspend acceptance of Approved Waste or restrict access at Operator's sole discretion. With prior written notice to customer.

**APPROVED WASTE.** Customer represents and warrants that all materials tendered by or on behalf of Customer are nonhazardous solid waste or Special Waste (together "Approved Waste"). Special Waste is non-hazardous waste material consistent with an Operator approved Waste Profile (defined below), which may include treated or de-characterized wastes; petroleum or petroleum products; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical waste; off-spec chemicals; sludge; spill cleanup waste; or underground storage tank soil. Approved Waste does not include, and Customer shall not tender: (i) any hazardous, biohazardous, infectious, radioactive (including naturally occurring radioactive materials (NORM) or technologically enhanced naturally occurring radioactive material (TENORM) if not acceptable for disposal at the Disposal Site), flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§6901 *et seq.*, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§2601 *et seq.*, and associated regulations, 40 C.F.R. Part 761; (ii) other materials that are inappropriate for disposal at the Disposal Site; or (iii) material that requires special handling, storage, management, transfer or disposal or because of its size, durability or composition cannot be disposed of at the Disposal Site or may adversely affect the Disposal Site (collectively "Excluded Waste"). Customer is responsible for any labeling, placarding, marking, manifest or other documentation required by applicable laws. Customer shall provide a representative sample and detailed written physical and chemical description of any Special Waste, including unique characteristics and safety precautions associated therewith ("Waste Profile"). Customer shall update the Waste Profile to reflect any changes and warrants that all Special Waste shall conform to the Waste Profile and no Excluded Waste shall be delivered by or on behalf of Customer. Customer represents and warrants that it has inspected all waste to ensure it constitutes Approved Waste. Operator may, but is not required to, inspect any load, provided the failure of Operator to inspect shall in no way relieve Customer of its obligations to deliver only Approved Waste. Operator may refuse any load it suspects contains Excluded Waste and may at any time require Customer to remove Excluded Waste and any materials contaminated therewith at Customer's sole expense. If such materials are not removed immediately Operator may arrange for lawful disposal at Customer's sole expense. Customer shall be responsible for all costs of any type in connection with its (a) failure to properly characterize waste; (b) tender of Excluded Waste, including, but not limited to costs of loading, preparing, transporting, storing, caring for, removing, decontaminating, remediating, testing, disposing or returning Excluded Waste and other material contaminated therewith; or (c) breach of this Agreement.

**TITLE.** Title to Approved Waste, including any value received in connection therewith, shall transfer to Operator at the time it is fully unloaded at the Disposal Site and Customer or its agent's vehicle has departed. Until title has transferred to Operator all risks and responsibilities shall remain with Customer. **At all times, title to and liability for Excluded Waste shall remain with Customer, including occasions in which waste is tendered as Approved Waste but is later found to be Excluded Waste.**

**COMPLIANCE WITH LAW & OPERATING RULES.** In its performance of this Agreement, Customer shall comply with all applicable laws and Operator rules and procedures. Customer shall adhere to all safety precautions to prevent accident or injury. Operator may provide assistance with any immobile vehicle or unloading of waste, without liability to Customer for damage or injury, except to the extent caused by Operator's gross negligence. Operator may charge a fee for such service. Customer's drivers shall sign load tickets for all loads delivered. The volume or weight of Approved Waste as determined at the Disposal Site shall be conclusive.

**CHARGES & PAYMENT.** Initial rates charged to Customer are set forth on Exhibit A. Customer agrees to pay all invoice charges within 10 days of the invoice date. If payment is not made when due Operator may charge a late fee in any amount up to the maximum allowed by law. Operator may suspend service if payment is late or for any other breach by Customer without prejudice to Operator's other rights and such suspension shall not constitute termination of this Agreement unless Operator elects. Customer shall pay fees related to suspension, reinstatement, non-sufficient funds, environmental, fuel, energy, administrative and other fees included on Customer's invoice whether implemented on or after the Effective Date. Operator may, in its sole discretion, increase rates and fees for any: (i) change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Operator's business or whether affecting the construction, operation or maintenance of the Disposal Site; (ii) increase in disposal or transportation costs; (iii) increase in Consumer Price Index or successor index; (iv) change in composition or handling of Approved Waste; or (v) change in Operator's fee or rate programs. Operator may increase or impose

additional rates and fees for reasons other than those set forth above upon prior written notice (which may be given in an invoice) and consent by Customer which may be evidenced in writing. Customer acknowledges and agrees that any rate or fee assessed or increased is not represented to be an offset or pass through of Operator's costs and may actually reflect an amount for gross profit or margin. Operator may assess a surcharge for non-hazardous contaminated soil that cannot be used for alternative daily cover. Operator may require Customer to pay a deposit or post payment security in an amount and type satisfactory to Operator to guarantee Customer's performance.

**INSURANCE.** Customer and any agent delivering Acceptable Waste on behalf of Customer shall procure and maintain during the Term of this Agreement, the following minimum insurance coverage: (i) Comprehensive general liability, including broad form liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) Vehicle liability, including coverage for owned, now-owned and hired vehicles, with a combined single limit of no less than \$1,000,000 and containing broad form pollution endorsement; (iii) Workers Compensation in the amount of state and federal statutory requirements; (iv) Employers liability of \$1,000,000; and (v) Pollution liability of \$2,000,000 including non-owned disposal site (NODS) coverage. Prior to the Effective Date, Customer shall provide Operator with certificates of insurance evidencing the same. Nothing herein shall waive, restrict or limit the liability of Customer whether or not the same are covered by insurance.

**DISPUTES, JURY TRIAL & CLASS ACTION WAIVER.** Proceedings shall be conducted in and governed by the laws of the state in which the Disposal Site is located. Customer shall notify Operator in writing of any alleged breach by Operator and allow Operator at least ten days to cure the same. Operator shall be entitled to recover legal fees and costs leading up to and incurred in any proceeding brought by Operator in addition to any other relief which it may be entitled. This paragraph and Customer's representations, warranties and indemnification shall survive termination.

**CHANGE OF TERMS.** Except as otherwise agreed herein or as may be prohibited by applicable law, Customer agrees that Operator may change the preprinted terms and conditions of this Agreement in the future.

**LIMITATION OF MUNICIPAL LIABILITY.** Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

**MISCELLANEOUS.** Customer shall not disclose any information regarding this Agreement or Operator's business, including, but not limited to pricing or customers. Subject to compliance with Wisconsin's public records laws, which customer is obligated to comply with. Customer will provide notice to Operator if it receives public records requests to Operator's information. Failure of Operator to exercise its rights shall not be construed as a waiver nor shall any prior waiver be construed as a future waiver. Operator shall be excused from performing if precluded or adversely affected by conditions beyond its reasonable control and may increase rates to the extent necessary to offset any increased costs associated with any force majeure event. If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. As to conflicts between this Agreement and any other agreement between the parties, the terms of this Agreement shall control. This Agreement is binding on the parties and their successors and assigns provided that Customer may not assign or subcontract any rights or obligations without the prior written consent of Operator. An assignment by operation of law, merger or purchase of any portion of Customer's business shall be considered an assignment requiring consent of Operator. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

Operator:  
Glacier Ridge Landfill, LLC

Customer:  
\_\_\_\_\_, LLC/INC.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

**EXHIBIT A**

**Customer shall deliver to the Disposal Site, the following types and quantities of materials:**

<b>Waste Type</b>	<b>Disposal Site</b>	<b>Disposal Rate</b>	<b>Volume Price Reduction</b>	<b>Volume Price Increase</b>	<b>Volume</b>	<b>Put or Pay</b>
Municipal Solid Waste (MSW)	Glacier Ridge Landfill, LLC	\$34.00/Ton				
Construction & Demolition Waste (C&D)	Glacier Ridge Landfill, LLC	\$34.00/Ton				
Additional Comments:						
Above price includes current taxes and fees. Price locked for 1 year, 3% increase years 2-3.						

<b>Waste Type</b>	<b>Disposal Site</b>	<b>Generator</b>	<b>Generating Site</b>	<b>Volume</b>	<b>Disposal Rate</b>
Street Sweeping – Approved for Daily Cover	Glacier Ridge Landfill, LLC				\$9.00/Ton
Petroleum Contaminated Soils Approved for Bioremediation	Glacier Ridge Landfill, LLC				\$20.00
Contaminated Soils – Approved for Daily Cover	Glacier Ridge Landfill, LLC				\$15.00/Ton
Contaminated Soils or Street Sweepings – Approved for Direct Landfill	Glacier Ridge Landfill, LLC				\$34.00/Ton
Additional Comments:					
Above price includes current taxes and fees. An approval fee of \$150.00 will apply. Acceptance of waste is subject to review of a completed profile and analytical data and approval by GFL Environmental. Price locked for 1 year, 3% increase years 2-3.					

