



LANDFILL CLEANUP AGREEMENT

BETWEEN

ANOKA COUNTY AND THE WASTE DISPOSAL ENGINEERING (WDE) GROUP

AND

THE COMMISSIONER OF

THE MINNESOTA POLLUTION CONTROL AGENCY

PURSUANT TO MINN. STAT. §§ 115B.39-115B.46 and 282.019

PREAMBLE

The Commissioner of the Minnesota Pollution Control Agency (Commissioner) has the power and duty to administer and enforce the provisions of the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.46 (1994) (the Act), including the authority to enter into binding agreements necessary to achieve compliance with the requirements of the Act.

Minn. Stat. § 282.019 sets forth the duties and responsibilities of Anoka County with respect to tax-forfeited land where there is a release of hazardous substances into the environment.

Waste Disposal Engineering Landfill (hereinafter "the Landfill") is a qualified facility within the meaning of Minn. Stat. § 115B.39, subd. 2(j) of the Act, and is subject to a cleanup order as that term is defined in the Act.

For a qualified facility subject to a federal cleanup order to receive a Notice of Compliance under the Act, persons identified in the cleanup order must complete construction of the remedy as required under the cleanup order and receive a concurrent determination of the United States Environmental Protection Agency (EPA) and the MPCA or the Commissioner that

the remedy is functioning properly and performing as designed. The owner or operator of the facility must also comply with Minn. Stat. § 115B.40, subd. 4(a)(3) to (5).

NOW, THEREFORE, it is hereby agreed as follows:

A. Parties to the Agreement.

The parties to this Agreement are:

- (1) Anoka County (hereinafter "Anoka County"),
- (2) the WDE PRP Group and its members listed in Attachment A to this Agreement (hereinafter "WDE Group"),
- (3) Non-Members, as defined in Paragraph C.2. of this Agreement and listed in Attachment B, who elect to execute this Agreement and the waiver required under Minn. Stat. § 115B.40, subd. 7 for claims related to the WDE Qualified Facility, and
- (4) the Commissioner of the Minnesota Pollution Control Agency (Commissioner).

B. Purpose of the Agreement.

This Agreement sets forth the terms and schedule for issuance of a Notice of Compliance for the WDE Qualified Facility from the Commissioner under Minn. Stat. § 115B.40, subd. 7, and defines certain rights and responsibilities of the parties relative to the WDE Qualified Facility.

C. Definitions.

1. Unless otherwise explicitly stated, the definitions provided in Minn. Stat. § 115B.39, subd. 2 shall control the meaning of terms used in this Agreement.

2. "Non-Members" means persons who are not members of the WDE Group but have contributed funds to the WDE Group for environmental response costs for the WDE Qualified Facility.

D. Factual Background.

1. The Waste Disposal Engineering Landfill (hereinafter "Landfill") is a mixed municipal solid waste disposal facility that is located in Section 27, Township 32N, Range 24W, City of Andover, Anoka County, Minnesota. The MPCA issued Solid Waste Disposal Facility Permit SW-28 to Waste Disposal Engineering, Inc. on March 30, 1971, to operate the Landfill. The Landfill ceased accepting solid waste in January 1983.

Solid waste disposal has occurred outside the boundaries of the original permitted area of the Landfill in several places immediately adjacent to the Landfill. These adjacent areas are within a fence which has been constructed around the landfill cover. ("Adjacent Disposal Areas"). Together, the Landfill and the Adjacent Disposal Areas constitute the WDE Qualified Facility for purposes of the Act. A legal description of the WDE Qualified Facility is provided in Attachment C to this Agreement. The WDE Qualified Facility is depicted in Attachment D to this Agreement.

2. The Commissioner has determined that there has been a release or threatened release of hazardous substances or pollutants or contaminants from the WDE Qualified Facility into the ground water.

3. In July 1991, the EPA issued an order under Section 106 of the Comprehensive, Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9606 (EPA Order) which required performance of response actions at the Landfill. MPCA issued a Request For Response Action (RFRA) in 1991 requiring compliance with the

EPA Order. The WDE Group has constructed, operated and maintained the remedial actions required under the EPA Order and the MPCA RFRA using funds contributed by the WDE Group and Non-Members.

4. The site was originally operated as an open dump in the early 1960's.

5. Waste Disposal Engineering, Inc. was the operator of the Landfill during the time of its operation under the MPCA permit. Waste Disposal Engineering, Inc. owned the property where the Landfill is located and used the property for the disposal of waste. Title to a portion of the WDE Qualified Facility, including the original permitted area of the Landfill and certain of the Adjacent Disposal Areas, is currently held in trust by the State, and such property is under the management of Anoka County as tax forfeited land. For purposes of this Agreement, "Tax-Forfeited Property" means all tax-forfeited land within the WDE Qualified Facility, except that portion lying within the right-of-way of Crosstown Boulevard or lying north of Coon Creek ("Excluded Property"). Legal descriptions of the Tax-Forfeited Property and the Excluded Property are provided in Attachment E to this Agreement. The Tax-Forfeited Property and Excluded Property are depicted in Attachment F to this Agreement. Nothing in this Agreement imposes any obligation on Anoka County with respect to the Excluded Property.

E. Completion of Remedy Under Cleanup Order.

The WDE Group has completed construction of the remedy required under the EPA Order and the MPCA RFRA using funds contributed by the WDE Group and Non-Members. The MPCA and EPA have issued a concurrent determination that the remedy is functioning properly and is performing as designed. A copy of the concurrent determination is attached to this Agreement as Attachment G.

F. Rights Regarding Response Action Equipment and Structures.

1. Title to Response Action Equipment. WDE Group and Non-Members hereby transfer to the Commissioner, effective upon issuance of the Notice of Compliance by the Commissioner, all title and interest they possess in any response action equipment and structures at the WDE Qualified Facility and at any property at which the WDE Group has or had access and institutional control agreements.

2. Assignment of Rights Related to Remedy Construction, Installation and Equipment. The WDE Group hereby assigns to the Commissioner, effective upon issuance of the Notice of Compliance by the Commissioner, the following rights and remedies under certain contracts relating to the Group's response actions at the Landfill, which are specifically described as follows:

a. The WDE Group's rights and remedies under the Equipment Contract by and between Carbonair Environmental Systems, Inc. and the WDE Group, dated March 10, 1995; and

b. The WDE Group's rights and remedies under Sec. 06 of the Contract for Construction of Multilayer Soil Cap and Slurry Wall by and between WDE Group and Carl Bolander & Sons Co., dated March 22, 1993, as amended by change orders to date.

The WDE Group also hereby agrees to enter into, and to cause its contractor, Conestoga Rovers & Associates (CRA) to enter into, a modification of the WDE Group's existing contract with CRA, for the sole purpose of making the Commissioner a recipient, along with the WDE Group, of the warranties provided by CRA in ¶2(m) only of said

contract. The WDE Group and the Commissioner anticipate this modification of the CRA contract will occur within sixty (60) days of the effective date of this Agreement.

The Group makes no representation as to the scope or adequacy of any of the foregoing rights or remedies.

3. Cooperation In Transfer and Operation of Response Actions. For six months after the effective date of this Agreement, the WDE Group shall cooperate with reasonable requests of the Commissioner to effect an orderly and effective transfer to the Commissioner of the response action equipment, structures and components owned by the WDE Group. The WDE Group has provided to the Commissioner adequate documentation regarding the design, installation and construction of such response actions and all manuals, instructions, and other similar documents related to their operation and maintenance. The WDE Group shall not take any action to prevent Trea-Tek/CRA Company, a company affiliated with the WDE Group's contractor Conestoga Rovers and Associates, Inc. ("CRA") from contracting with the Commissioner for continuing the operation and maintenance of the ground water pump and treat response actions, provided that nothing in this Agreement requires the Commissioner to contract with Trea-Tek/CRA Company or any other specific contractor for such actions and further provided that nothing in this Agreement affects the WDE Group's right to preserve or assert the attorney-client or other privileges, or to preserve or assert other claims or defenses related to the WDE Group's response actions implemented through CRA at the WDE Qualified Facility or under the WDE Group's contract with CRA.

G. Liens.

In consideration of the agreements herein on the part of the WDE Group and Anoka County, the Commissioner agrees to waive all rights and authority under the Act to attach

liens to real property for the purpose of recovering the Commissioner's costs of environmental response incurred or to be incurred at the WDE Qualified Facility.

H. Cooperation with Environmental Response Actions, Access to Property and Records, Assignment of Claims, and Other Matters.

1. Cooperation; Compliance with Law. To the extent provided by Minn. Stat. § 115B.40, subd. 4(a)(5)(ii), Minn. Stat. § 282.019, subd. 2(1), and consistent with this Agreement, Anoka County shall cooperate with the Commissioner and with employees, agents and contractors of the MPCA and the Commissioner when the Commissioner takes any environmental response actions that the Commissioner deems necessary at the Tax-Forfeited Property. Anoka County shall not take any action that interferes with such environmental response actions including any actions that disturb or impede the cover, monitoring system, or the gas venting or monitoring system at the Tax-Forfeited Property. The Anoka County Highway Department shall notify the MPCA Project Manager before it issues a permit for installation of any underground utilities or any other activity requiring subsurface excavation or dewatering of the Tax-Forfeited Property within the Hanson Boulevard right-of-way as such right-of-way exists on the effective date of this Agreement.

In taking environmental response actions at the WDE Qualified Facility, the Commissioner shall comply with all federal, state, and local laws, rules, regulations and ordinances to the extent the laws, rules, regulations or ordinances are applicable to those actions.

The MPCA Project Manager for the WDE Qualified Facility is Jean Hanson, MPCA, 520 Lafayette Road, St. Paul, MN 55155.

2. Access to Property. Anoka County hereby grants to the Commissioner and to employees, agents and contractors of the MPCA and the Commissioner, non-exclusive

access to the Tax-Forfeited Property for the purpose of taking environmental and related actions as the Commissioner deems necessary to carry out duties and authorities under the Act, including installation of structures necessary by the Commissioner, sampling of ground water monitoring wells located installing additional ground water monitoring wells as the Commissioner deems necessary. Said non-exclusive right of access shall be subject to all easements, reservations, restrictions and covenants of record, including the NSP and the Hanson Boulevard right-of-way easements. Ingress and egress to the Tax-Forfeited Property shall be limited to two permanent highway access points as marked on Attachment F. Additional highway access points, temporary and permanent, may be obtained with the prior approval of Anoka County.

Anoka County shall enter into a license agreement with the Commissioner allowing the installation and maintenance of landfill gas monitoring equipment in the Hanson Boulevard right-of-way. Prior to doing any work in the Hanson Boulevard right-of-way, other than monitoring existing landfill gas probes, the Commissioner shall obtain a permit from the Anoka County Highway Department for such work. Anoka County shall not unreasonably withhold said license agreement or permit if the proposed work does not interfere with the convenient and safe operation of the right-of-way for highway and utility purposes.

The Commissioner shall make reasonable effort to select locations for the environmental response action structures and equipment and ground water monitoring wells that will not unduly interfere with the normal use of the Tax-Forfeited Property. The Commissioner shall obtain all necessary permits for installation and maintenance of ground water monitoring wells and shall maintain the monitoring wells. When the Commissioner determines that said environmental response action structures and equipment and ground water monitoring wells are

no longer necessary to carry out his duties and authorities under the Act or to protect public health or welfare or the environment, the Commissioner shall close or terminate the environmental response action structures and equipment, including ground water monitoring wells, in accordance with State law and remove same from the Tax-Forfeited Property. The Commissioner agrees to coordinate with Anoka County to ensure proper traffic control in the area of the WDE Qualified Facility if access is needed in a right-of-way, consistent with the Minnesota Manual of Uniform Traffic Control Devices, as such manual may be amended from time to time. Anoka County shall not impose unreasonable conditions for traffic control.

Anoka County agrees that no fees, charges or assessments will be imposed by Anoka County for access under this Agreement.

The Commissioner may install fences or other equipment or structures by which the Commissioner may control access to the WDE Qualified Facility by persons not authorized under this Agreement. In no event shall any fence installed by the Commissioner encroach on the Hanson Boulevard right-of-way, as such right-of-way exists on the effective date of this Agreement.

Prior to transferring any rights in any of the Tax Forfeited Property, Anoka County shall sign an Easement(s) granting the Commissioner, his agents, employees and contractors an Easement(s) for the Tax Forfeited Property in accordance with the rights granted to the Commissioner under this Paragraph H.2., and shall ensure that said Easement(s) are recorded with the Anoka County recorder or registrar of titles. When the Commissioner determines that the Easement(s) is no longer necessary to carry out his duties or authorities under the Act or to protect public health or welfare or the environment, the Commissioner will file a release of the Easement(s) with the Anoka County recorder or registrar of titles.

Any sale of the Tax-Forfeited Property upon which the Commissioner has constructed any improvement financed with the proceeds of State general obligation bonds shall comply with the applicable requirements of Minn. Stat. § 16A.695 and any orders or rules of the Commissioner of Revenue adopted pursuant to that law. The Commissioner shall notify Anoka County of construction of any improvement financed with the proceeds of State general obligation bonds.

3. Lawsuits. Anoka County warrants that it is not a party to any pending lawsuits related to the Tax-Forfeited Property as of the date of execution of this Agreement, and has a continuing obligation to promptly inform the Commissioner of any such lawsuits commenced during the term of this Agreement. The WDE Group, each member of the WDE Group, and each Non-Member respectively warrants that it is not a defendant in any pending lawsuit, other than insurance coverage litigation, related to the WDE Qualified Facility as of the date of execution of this Agreement, and has a continuing obligation to promptly inform the Commissioner of any such lawsuits commenced during the term of this Agreement.

4. Access to Records. The WDE Group currently possesses certain records relating to operation of and disposal at the Landfill ("Site Records") consisting of: (a) records received from the prior owner/operator of the Landfill as specifically identified in Attachment H to this Agreement; and (b) responses to EPA or MPCA Requests for Information and other records related to the disposal practices of persons who are not members of the WDE Group. The WDE Group shall retain the Site Records for ten (10) years after the effective date of this Agreement or until receiving written notice from the Commissioner releasing the WDE Group from this requirement, whichever is sooner. The Site Records described in item (a) above are currently stored at Gray, Plant, Mooty, Mooty and Bennett, 33 South Sixth Street, Suite 3400,

Minneapolis, Minnesota, 55402 in care of Nicholas Nierengarten. The Site Records described in item (b) above are currently stored at Dickinson, Wright, Moon, Van Dusen & Freeman, One Detroit Center, Suite 4000, 500 Woodward Avenue, Detroit, Michigan, 48266-3425, in care of Margaret A. Coughlin. The WDE Group shall not move the location of the Site Records without prior notice to the Commissioner. The WDE Group hereby grants to the Commissioner and to employees, agents and contractors of the MPCA and the Commissioner, access to the Site Records, regardless of the location of such records. The WDE Group shall honor all reasonable requests for such access conditioned only upon presentation of proper identification. The WDE Group may transfer the Site Records to the custody and control of the Commissioner after 60 days written notice of such transfer. The WDE Group's obligation to retain, grant access to, and any transfer of, Site Records as described in item (b) above, is limited to non-privileged and non-confidential records which the WDE Group has the unilateral right to disclose.

I. Restrictive Covenants.

1. Anoka County shall not construct or authorize to be constructed any structure on the Tax-Forfeited Property without the prior written approval of the Commissioner. Any structure approved by the Commissioner shall be constructed so as to protect the occupants from infiltration of landfill gas. Anoka County agrees not to place, or authorize others to place any materials, personal property, equipment or any other items on or in the Tax-Forfeited Property without the written consent of the MPCA Project Manager.

2. Anoka County shall not authorize general public access to or development of the Tax-Forfeited Property except for that portion of the Hanson Boulevard right-of-way which is outside the fence surrounding the Landfill. Anoka County may allow access to public

utilities within the fenced portion of the Tax-Forfeited Property consistent with the NSP Easement and any access agreements between the Commissioner and NSP.

3. Anoka County shall not plant trees or shrubs which may potentially disturb or impede the landfill cover at the WDE Qualified Facility.

4. With respect to the Tax-Forfeited Property, Anoka County shall not extract or authorize others to extract ground water for any purpose, other than by the Commissioner as he deems necessary to carry out this Agreement and his duties and authorities under the Act. This prohibition shall not apply to the repair or replacement of existing wells provided that there is no material increase in the quantity of groundwater extracted from the repaired or replaced well as compared to the existing well. Any dewatering required for the installation of a public utility or for the repair, reconstruction, or expansion of public roads or highways located within the area covered by the prohibition shall be subject to advance written approval of the Commissioner. Ground water monitoring wells on or adjacent to the WDE Qualified Facility indicate that ground water in the Upper Sand Aquifer is currently contaminated with hazardous substances above the Minnesota Department of Health's (MDH) Health Risk Limits (HRLs) for private drinking wells. Anoka County shall not install or authorize to be installed any drinking water well on the Tax-Forfeited Property without the written approval of the Commissioner and the Minnesota Department of Health and in compliance with Minn. R. 4725.4450 and any amendments thereto.

5. The restrictions imposed in this Paragraph I. shall not apply to, and no advance approval from the Commissioner shall be required for Anoka County's use, construction, maintenance, repair, reconstruction, or expansion of Hanson Boulevard, or public utilities east of Hanson Boulevard, except that with respect to the Tax-Forfeited Property within

the Hanson Boulevard right-of-way 1) no dewatering, installation of or change in any underground utilities or other action that requires subsurface excavation or extraction of groundwater shall occur without prior notice to the Commissioner and unless said activities conform with reasonable conditions established by the Commissioner; 2) there shall be no installation of utilities on the west side of Hanson Boulevard without the prior written approval of the Commissioner; and 3) the design for any reconstruction or expansion of that part of Hanson Boulevard where waste has been or will be removed from the right-of-way shall be subject to advance review and written approval of the Commissioner.

6. The restrictions set forth in this Paragraph I. shall cease to be binding upon Anoka County when the Commissioner determines that said restrictions are no longer necessary to carry out this Agreement, his duties and authorities under the Act, or to protect public health or welfare or the environment. Prior to transferring any rights in any of the Tax Forfeited Property, Anoka County shall sign a Declaration of Restrictions and Covenants restricting the Tax-Forfeited Property to be transferred in the manner described in this Paragraph I. and shall ensure that said Restrictions and Covenants have been executed by the Minnesota Commissioner of Revenue and are recorded with the Anoka County recorder or registrar of titles. When the Commissioner determines that the Declaration of Restrictions and Covenants is no longer necessary to carry out his duties or authorities under the Act or to protect public health or welfare or the environment, the Commissioner will file a release of the Declaration of Restrictions and Covenants with the Anoka County recorder or registrar of titles.

J Access and Institutional Controls Under Other Agreements.

The WDE Group has entered or has negotiated agreements to obtain access and use restrictions (institutional controls) required to take environmental response actions with respect to certain property within or adjacent to the WDE Qualified Facility, including parcels of real property owned by the City of Andover, William and Katherine Hupp, and Gerald G. and Carol A. Windschitl, and with respect to a public utility easement held by Northern States Power (NSP) on a portion of the Tax-Forfeited Property. By November 1, 1995, for the Windschitl and NSP agreements, and by November 21, 1995 for the Andover and Hupp agreements, the WDE Group and the Commissioner agree to execute, together with the other relevant parties, documents substantially in the form provided in Attachments I-1 to I-4 of this Agreement, which documents modify, assign and terminate the responsibilities of the WDE Group under these agreements in order to provide the Commissioner with access to the properties to carry out his duties and authorities under the Act, to impose use restrictions to assure protection of public health and welfare and the environment at the WDE Qualified Facility, and for other related purposes. The Commissioner acknowledges that payments made or to be made by the WDE Group pursuant to and in consideration for the agreements which are assigned to the Commissioner are eligible for reimbursement under Minn. Stat. § 115B.43, subject to submission by the WDE Group of adequate documentation of payment pursuant to that section.

K. Construction Matters and Other Activities at the WDE Qualified Facility.

1. Excavation. Subject to the restrictions set forth in this Agreement, the Commissioner may use, without any fee or other charge, native soil, gravel, or other materials from the Tax-Forfeited Property, other than from the Hanson Boulevard right-of-way, for the WDE Qualified Facility.

2. Regrading. The Commissioner shall ensure that any regrading performed in the area immediately adjacent to Hanson Boulevard conforms to the applicable specifications contained in the remedial action documents for remedy construction under the EPA Order, and that such regrading shall be limited to the following purposes: 1) to provide for temporary and permanent ingress and egress as set forth in Paragraph H. of this Agreement; and 2) to construct sewer lines that tie into lines in the Crosstown Boulevard and/or Bunker Lake Boulevard right-of-ways

3. Traffic Control. The Commissioner shall coordinate with Anoka County to ensure proper traffic control in the area of the WDE Qualified Facility during the construction and implementation of any environmental response actions undertaken by the Commissioner, consistent with the Minnesota Manual of Uniform Traffic Control Devices, as such manual may be amended from time to time. Anoka County shall not impose unreasonable conditions for traffic control.

4. Periodic Review of Remedy. The Commissioner agrees to review periodically whether the environmental response actions constructed at the WDE Qualified Facility under the EPA Order continue to provide sufficient protection of human health and the environment. If the Commissioner proposes to make significant modifications in or to terminate the environmental response actions constructed pursuant to the EPA Order, the Commissioner shall provide written notice, explanation, and opportunity to submit comments with respect to the proposed modifications or termination to Anoka County. The Commissioner shall provide the notice and explanation at least 30 days before any public meeting on the modification or termination if such meeting is required under Minn. Stat. § 115B.40, subd. 1. The Commissioner

has the sole authority to make a determination to continue as constructed, modify, or terminate the environmental response actions at the WDE Qualified Facility.

5. Additional Insureds. The Commissioner shall have Anoka County and the WDE Group named as additional insureds on any comprehensive general liability and automobile insurance policies held by the Commissioner's primary contractor in connection with the environmental response actions and related actions at the Tax-Forfeited Property. With respect to remedial design and construction work, the Commissioner shall require its primary contractor to carry throughout the life of its contract with the Commissioner, the following minimum types and amounts of insurance: for professional liability insurance, where professional services are provided under the contract, \$1,000,000; for comprehensive general liability insurance, \$1,000,000; for additional excess insurance, \$4,000,000. With respect to operation and maintenance work, the Commissioner shall require its primary contractor to carry throughout the life of its contract with the Commissioner the following minimum types and amounts of insurance: comprehensive general liability insurance, \$1,000,000 with \$2,000,000 aggregate; and for professional liability insurance where professional services are provided under the contract, \$1,000,000 with \$1,000,000 aggregate. The Commissioner shall notify Anoka County and the WDE Group if such coverage becomes unavailable or is not available at reasonable rates.

6. Custodial Duties. The Commissioner recognizes that Anoka County is mandated to execute custodial duties required by law as set forth in Minn. Stat. Chapter 282 (Management and Sale). The Commissioner shall use reasonable efforts consistent with the Act to not interfere with Anoka County's ability to perform such custodial obligations. The

Commissioner shall perform Anoka County's custodial duties for weed control and drainage control on the Tax-Forfeited Property.

Anoka County shall provide prior notice of any custodial activities to the Commissioner's Project Manager and shall not unreasonably interfere with the activities, work or obligations of the Commissioner and his representatives with respect to the WDE Qualified Facility.

7. Miscellaneous. The Commissioner agrees to maintain the landfill cover and to control drainage and erosion with respect to Hanson Boulevard in accordance with the Final Remedial Action Construction Report for the remedy required under the EPA order for the WDE Qualified Facility.

8. Information. With respect to any additional environmental response actions the Commissioner intends to take at the WDE Qualified Facility, the Commissioner shall submit the following documents to Anoka County for its review at a reasonable time prior to commencing work under the documents:

- Response Action Design Plans
- Construction Design and Bid Specifications
- Construction Schedule
- Land Use Plan under Minn. Stat. § 115B.412, subd. 9.

After completion of construction of any additional environmental response actions, the Commissioner shall provide a copy of the as-built plans to Anoka County.

The Commissioner shall provide Anoka County with a copy of the annual report prepared by the MPCA with respect to the WDE Qualified Facility. Anoka County may comment on these documents. All information exchanged between the Commissioner and the County under this Agreement shall be directed through the following persons:

Jean Hanson
MPCA
520 Lafayette Road
St. Paul, Minnesota 55155

P. Colleen Herrmann
Assistant County Attorney
County of Anoka
2100 3rd Avenue
Anoka, Minnesota 53303

L. Insurance.

Insurance Requests For Information (RFIs) have been sent by the Commissioner to members of the WDE Group, pursuant to Minn. Stat. § 115B.44, subd. 1. Members of the WDE Group, Non-Members, and Anoka County expressly preserve any and all rights they may have under any policy or policies of insurance of whatever form or kind. The Commissioner reserves the right to request information under Minn. Stat. § 115B.44 regarding insurance coverage of members of the WDE Group and Non-Members relating to environmental response costs at or related to any qualified facility as that term is defined in the Act and to take any other action authorized by the Act with respect to such insurance coverage or rights under such coverage. Nothing in this Agreement or in the waiver provided by any member of the WDE Group, Non-Member, or Anoka County for the WDE Qualified Facility under Minn.Stat. § 115B.40, subd. 7(a) is intended to prejudice any rights or interests of any insurer under any insurance policy held by a member of the WDE Group, Non-Member, or Anoka County.

M. Claims, Waivers and Covenants.

1. Covenants Not to Sue By WDE Group and County.

In consideration of the agreements contained herein, the WDE Group, Non-Members, and Anoka County covenant not to bring any claim for response costs under CERCLA or under Minn. Stat. §§ 115B.01 to 115B.18 (MERLA) against the Commissioner for any release or threatened release from the WDE Qualified Facility where such claim is based on the theory that the Commissioner is an owner or operator of the WDE Qualified Facility under

such laws by virtue of carrying out the Commissioner's obligations under this Agreement or his duties and authorities under the Act. Nothing in this paragraph shall be construed to prevent the WDE Group, Non-Members, or Anoka County from bringing any other type of claim for any act or omission of the Commissioner or employees of the Commissioner or of the MPCA in carrying out the Commissioner's obligations under this Agreement or his duties and authorities under the Act. This paragraph does not apply to any claim which the WDE Group or Non-Members may make for reimbursement of eligible environmental response costs under Minn. Stat. § 115B.43.

2. Covenant Not to Sue Between WDE Group, Non-Members, and Anoka County. The WDE Group and Non-Members covenant not to sue Anoka County for their respective costs of implementation of environmental response actions required by the EPA Order, or for past costs incurred by the Group or Non-Members related to the WDE Qualified Facility, or for future oversight costs for the WDE Site paid by the Group or Non-Members prior to the effective date of this Agreement related to the aforesaid remedy, or for the WDE Group's or Non-Members' costs of compliance with this Agreement, or for fines and penalties associated with the Group's past work at the WDE Qualified Facility, as long as Anoka County is in compliance with this Agreement. The WDE Group and Non-Members reserve the right to sue Anoka County for breach of this Agreement.

Anoka County covenants not to sue the WDE Group and Non-Members for the County's costs related to the environmental response actions required by the EPA Order, or for past costs incurred by Anoka County related to the WDE Qualified Facility, or for future oversight costs related to the aforesaid remedy, or for the County's costs of compliance with this Agreement, or for fines and penalties associated with the County's activities at the WDE Qualified Facility, as long as the WDE Group and Non-Members are in compliance with this

Agreement. Anoka County reserves the right to sue the WDE Group and Non-Members for breach of this Agreement.

3. Waiver of Claims Under Minn. Stat. §§ 115B.40.

Waivers of claims required under Minn. Stat. § 115B.40, subd. 7 shall be in substantially the form provided in Attachment J.

N. Recording of the Agreement.

The Commissioner shall record a copy of this Agreement or memorandum of this Agreement with the county recorder or registrar of titles of the county where the Landfill is located and shall provide the WDE Group and Anoka County with proof of such recording. Prior to transferring any rights in any of the Tax-Forfeited Property, Anoka County, with the Commissioner's assistance, shall record with the county recorder or registrar of titles the information required by Minn. Stat. § 115B.16, subd. 2, and shall provide the Commissioner and the WDE Group with proof of such recording.

O. Issuance of Notice of Compliance.

The Commissioner has determined that the requirements of Minn. Stat. § 115B.40, subd. 5 have been met for the WDE Qualified Facility, and that the WDE Group, Non-Members, and Anoka County are in compliance with their obligations under this Agreement as of the date of execution of this Agreement. Based on the foregoing determination, and subject to the provisions of Minn. Stat. § 115B.40, subd. 7(a), the Commissioner agrees to issue to Anoka County, the WDE Group, and Non-Members a Notice of Compliance pursuant to Minn. Stat. § 115B.40, subd. 7 for the WDE Qualified Facility not later than October 30, 1995. After issuance of the Notice of Compliance, the Commissioner shall: (a) in accordance with Minn. Stat. § 115B.40, subd. 7(b)(1), assume all obligations for environmental response actions under

CERCLA and the EPA Order at or related to the WDE Qualified Facility and shall undertake all further action under Minn. Stat. § 115B.40, subd. 1 at or related to the WDE Qualified Facility that the Commissioner deems appropriate in accordance with the priority list established under Minn. Stat. § 115B.40, subd. 2; and (b) in accordance with Minn. Stat. § 115B.40, subd. 7(b)(2), refrain from cost recovery for costs incurred by the Commissioner for environmental response actions at or related to the WDE Qualified Facility except as provided in Minn. Stat. § 115B.40, subd. 7(b)(2)(i) and (ii). The responsibilities of the Commissioner with respect to federal environmental response action requirements at the WDE Qualified Facility are set forth in the Agreement Between the United States Environmental Protection Agency and the Minnesota Pollution Control Agency Regarding Qualified Municipal Waste Landfills Under the Minnesota Landfill Cleanup Law, effective August 29, 1995 ("EPA Agreement"), a copy of which is attached as Attachment K to this Agreement. Upon issuance of the Notice of Compliance all outstanding RFRA's applicable to the WDE Qualified Facility shall be terminated by the Commissioner pursuant to the delegation of the MPCA Board to the Commissioner executed February 28, 1995. At the next annual update of the Permanent List of Priorities (PLP) under Minn. Stat. § 115B.17, subd. 13 the Commissioner agrees to propose and recommend deletion of the WDE site from the PLP. The Commissioner shall give notice of the issuance of the Notice of Compliance to EPA in accordance with the EPA Agreement. The Parties shall have a continuing obligation after the effective date of this Agreement to fully comply with the requirements of this Agreement applicable to them.

P. Enforceability.

This Agreement is enforceable by the parties. This Agreement shall be governed by and construed under the laws of the State of Minnesota. The venue of any action under this Agreement shall be in Ramsey County District Court. Each party reserves the right to seek any remedy available to that party for a breach of this Agreement.

Q. Liability and Governmental Immunities.

1. Each party agrees that it shall be responsible for its own acts and omissions and the results thereof in carrying out its obligations under this Agreement and the Act and those of its officers, employees and agents, and shall not be responsible for the acts or omissions of any other party, its officers, employees or agents. Any contractor engaged by the Commissioner to carry out environmental response actions at the WDE Qualified Facility shall not be considered an agent of the WDE Group, Non-Members, or Anoka County with respect to work under such contract.

2. Nothing contained in this Agreement shall constitute a waiver by the Commissioner of any governmental immunity or limitation of liability afforded by law which is applicable to any claim arising out of an act or omission of the Commissioner, his employees or agents, in carrying out the Commissioner's obligations under this Agreement.

3. Nothing contained in this Agreement shall constitute a waiver by Anoka County of any governmental immunity or limitation of liability afforded by law which is applicable to any claim arising out of an act or omission of Anoka County, its officials, employees or agents, in carrying out Anoka County's obligations under this Agreement.

R. Emergency Authority of Commissioner.

Nothing in this Agreement shall affect the authority of the Commissioner to take any emergency response action at or related to the WDE Qualified Facility pursuant to Minn. Stat. § 115B.40, subd. 1, provided that such actions shall be taken consistent with the terms of this Agreement to the extent feasible. The Commissioner shall notify the Anoka County Central Communications Dispatch Center of any emergency response action as soon as practicable by telephone at 323-5800 or 427-1212.

S. Amendments.

This Agreement may be amended only by written agreement among the parties to this Agreement.

T. Successors and Assigns.

This Agreement is binding upon Anoka County, the WDE Group and its members, and Non-Members, and their successors and assigns, and upon the Commissioner and his successors and assigns.

U. Severability.

If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

V. Effective Date.

This Agreement is effective upon the date that it is signed by the Attorney General.

BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, SUCCESSORS AND ASSIGNS.

IT IS SO AGREED:

THE WDE PRP GROUP

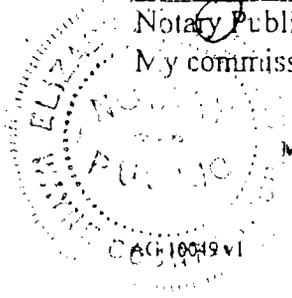
By Margaret A. Coughlin

Title WDE PRP Group, Chair

Date 10/3/95

On this 3rd day of October, 1995, before me a notary public within and for said County and State, personally appeared Margaret A. Coughlin to me personally known, who, being duly sworn by me on oath, did say that he/she is the person who signed the foregoing instrument and acknowledged that he/she signed the same as free act and deed for the uses and purposes therein set forth.

Elizabeth A. Buzas
Notary Public, Wayne County, Michigan
My commission expires: 11-5-96



ELIZABETH A. BUZAS
Notary Public, Wayne County, Michigan
My Commission Expires November 5, 1996

MINNESOTA POLLUTION CONTROL
AGENCY
CHARLES W. WILLIAMS, COMMISSIONER

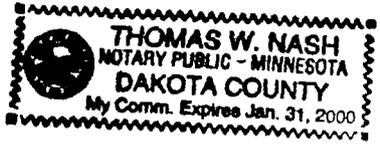
By Gary Pulford

Title Section Manager
Delegee of the Commissioner

Date October 27, 1995

On this 27 day of October, 1995, before me a notary public within and for said County and State, personally appeared Gary A. Pulford, the Delegee of the Commissioner of the Minnesota Pollution Control Agency, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed said instrument as the free act and deed of the State of Minnesota.

Thomas W. Nash
Notary Public, _____ County, MN
My commission expires: _____



As to form and execution by the
ATTORNEY GENERAL

By Alan C. Williams
Alan C. Williams
Assistant Attorney General

Date October 27, 1995

Landfill Cleanup Agreement between, Anoka County, WDE Group and the Commissioner of the
MPCA.