

SPECIAL MEETING – MAY 20, 2008

On Tuesday, May 20, 2008, the Town Board of the Town of Paris held a Special Meeting. The meeting was called to order at 6:30 PM. Present for the meeting were: Chairman, Virgil Gentz; Supervisors, Ken Monson and Ron Kammerzelt; Clerk/Treasurer, Linda Terry; Town Attorney, John Knuteson and Special Counsel, Attorney Kim Howarth. There were also approximately 15 residents present for the meeting.

The Pledge of Allegiance was recited.

AGENDA:

1. RESIGNATION OF JEFF ASHMUS AND APPOINTMENT OF REPLACEMENT TO SITING COMMITTEE:

Town Chairman Virgil Gentz stated that Mr. Ashmus was appointed to the Siting Committee as a member of the Town Board. However, since that time, Mr. Ashmus is no longer a Town Board member and has decided to resign his position.

ACCEPT RESIGNATION FROM JEFF ASHMUS FROM SITING COMMITTEE, MADE ON A KAMMERZELT/MONSON MOTION. MOTION CARRIED 3-0.

At this time, Chairman Gentz stated that the two supervisors, Ken Monson and Ron Kammerzelt are both willing to serve on the Siting Committee; however, due to the fact that the meetings are mostly held during daytime hours, he would recommend appointing Supervisor Ron Kammerzelt.

APPOINT RON KAMMERZELT TO THE SITING COMMITTEE, MADE ON A GENTZ/MONSON MOTION. MOTION CARRIED 3-0.

2. PRESENTATION OF PROPOSED PHEASANT RUN LANDFILL WESTERN EXPANSION AGREEMENT BY SPECIAL COUNSEL KIM A HOWARTH AND POSSIBLE RECOMMENDATION OF FORMAT TO SITING COMMITTEE FOR NEGOTIATION PURSUANT TO WISCONSIN STATE STATUTES #289.33:

At this time, Attorney Kim Howarth gave a presentation regarding the proposed Pheasant Run Landfill Western Expansion Agreement. The Town Board's intention is to pass this Agreement on to the Siting Committee for negotiation pursuant to Wisconsin State Statutes #289.33.

Some of the highlights of his presentation included:

- This process was stated in 2003 when Pheasant Run informed the Town of their wish to expand their operation;
- The siting committee consists of four people from the Town and two people from the County.
- This proposed agreement is a recommendation to the local siting committee.
- The expansion started out as an 18.5 million ton expansion – it is now less than half of that figure; it is approximately 8 million ton.

- There will be a \$2.10 increase in the State surcharge.
- There is much more environmental protection than in the past.
- All of the past agreements were actually amendments to the original contract; this new agreement covers the entire landfill.
- A Plan of Operation will be required by Waste Management and the Town of Paris shall have input in this plan. Also, the Plan of Operation needs to be in place before they can open.
- There will be a forty million dollar insurance policy for 40 years after closure.
- The Town will be able to use their own environmental consultant. The Town can also do an environmental audit. Waste Management will pay \$25,000.00 every two years for this.
- This Agreement also establishes a “standing committee” that is given the right to be the “monitoring tool” for the Town. This committee is comprised of: Two representatives “at large”; One citizen living next to the landfill; and two people from the landfill. The standing committee has the authority to enforce the Plan of Operation, noise, odor, truck traffic, etc. and levy a fine of up to \$500.00 a day.
- Residents can bring a lawsuit against the landfill and if the landfill loses, the landfill will pay the residents’ attorney fees.
- There will be a post-closure audit up to 40 years after the landfill closes.
- The landfill will provide topographical surveys in the years 2014 and 2017.
- For residents living within ¼ mile of the landfill, they will receive free well testing every two years. They will also receive property protection, which means, if a resident cannot sell their home after 260 days of being on the market, Waste Management will purchase the property at the assessed value.
- Every year the landfill will provide the Town with a stockpile plan. The stockpiling will not be seen from the roadway.
- Waste Management will not seek annexation and will not seek sewer service.
- The North 80 will be closed before they move into the expansion area.
- Waste Management cannot expand without first coming to the Town.
- The Town of Paris will receive 50% of the monies collected for food waste that is brought in.
- All plans submitted to the DNR must also be submitted to the Town and the standing committee.
- All of the Town’s Attorney’s Fees and the fees for CDM will be paid by Waste Management within 15 days of signing the contract.

At this time, Chairman Gentz questioned what would happen if the landfill is ever sold?

Attorney Howarth stated that the Town would approve the new buyers.

Chairman Gentz questioned the proposed sociological payments to nearby property owners?

Attorney Howarth stated that there were talks of the sociological payments; however, when Waste Management lost the variance lawsuit, those payments were also lost in negotiations.

Dave Poisl: 17715-38th Street

Questioned the sociological payments; also, at the beginning of Attorney Howarth's presentation, he mentioned that Mr. Poisl was part of the siting committee; however, Mr. Poisl excused himself from that committee before he attended any meetings. He would like the record to reflect this.

Attorney Howarth stated that the Town Board had nothing to do with the sociological payments being taken away.

Dave Poisl asked if the siting committee had the ability to negotiate things other than what has been done thus far?

Judy Sommers: 4002-200th Avenue

Mrs. Sommers stated that the old contract had a setback from Highway 45 of 1200 feet. This new contract stated that the setback is 1200 feet from any wells. The people along Highway 45 have less protection with this new contract.

Terry Tower: 4400-176th Avenue

Mr. Tower stated that he sent a letter to the siting committee four years ago, and has not heard from them to date. He was disappointed that the sociological payments were taken out of the contract. He also stated that he would like his well tested more often than every two years.

Ken Bevry: 3900-200th Avenue

Questioned if the new contract makes the old contract null and void? Also, can the Town Board adopt an ordinance not to expand the landfill?

Attorney Howarth doesn't think the State Statutes will allow the Town to adopt such an ordinance.

Roger Beth stressed his concern that the Town Board, and not the Siting Committee have done all of this negotiating.

Steve Hrupka; 4810-172nd Avenue

Would be interested in the property protection plan; however, he sees that his name is not on the list. He lives within ½ mile of the landfill.

Connie Bevry is against the Town signing this contract to get more money for the Town; she is more concerned about the protection of the people. She also questioned what happens in an emergency situation?

Attorney Howarth stated that an emergency situation is covered under the General Environmental Policy that is in place in this new agreement.

Mr. David Poisl asked if CDM had ever talked to nearby residents?

Attorney Howarth stated that CDM was at the landfill site doing their research.

Mr. Poisl stated that if the Town of Paris is getting all of this money from the landfill, is the Town Board considering pay the sociological payments to the nearby residents?

Attorney Howarth stated that the siting committee would have to consider this if requested.

Judy Sommers stressed her concerns over the fact that 90% of the garbage brought in to the landfill is Illinois garbage.

Attorney Howarth stated that under interstate commerce rules, you cannot limit where the garbage comes from. The Town of Paris does have a limit of one million tons per year.

Mrs. Bevry asked when this site is full – what happens then?

Attorney Howarth stated that it cannot be expanded without the Town's consideration.

Terry Tower asked approximately how long this site will last?

Attorney Howarth stated that it has a capacity of 8 million tons.

Supervisor Monson stated that this contract does not prohibit the property owners from filing claims.

At 7:50 PM, the meeting was ADJOURNED ON A KAMMERZELT/MONSON MOTION. MOTION CARRIED 3-0.

Respectfully submitted,

Linda M. Terry,
Clerk/Treasurer