

LANDFILL SITING COMMITTEE MEETING SEPTEMBER 28, 2005

The September 28, 2005, Landfill Siting Committee meeting was called by to order by Chairman Virgil Gentz at 6:00 p.m.

The pledge of allegiance preceded the meeting.

Members in attendance were Harold Harper, Roger Beth, Tom Gorlinski, George Melcher, Terri Fonk, Virgil Gentz, Atty. Matt Quinn, and Jeff Ashmus, along with Ken Monson, Dr. Singh, Matt (from Dr. Singh's office) Atty. Velopetesa and John Roth. Members of W/M staff present were Atty. Dave Stewart, Todd Hartmann, Gerard Hamlin, Mike Infusino, Tom Dixon, Lynn Morgan and Casey Furlong.

PRESENTATION OF INTENTIONS AND REQUESTS OF W/M OF WIS., INC.

Todd Hartmann – I would like to summarize some of the points that will be addressed and then allow Atty. Dave Stewart to follow up. This contract is extremely comprehensive and the committee has done a very thorough job and has done their homework along with attorneys. I'm sure most of you know that property guarantees are included in the agreement and so are sociological payments for those most affected by the landfill operation. In a typical agreement, you don't see both of those. Historically, it has been property guarantees and W/M has not offered sociological payments in the past. Also included is private well testing for the homes within ½ mile of the landfill itself and the expansion. We have also offered to relocate wells, on properties along Hwy. 45, in order to assure a 1200' setback. The offer to purchase homes on Hwy. N has been favorable. The host community fees are also included.

Atty. Dave Stewart – You all have copies of the redline draft of the agreement. Matt emailed me the committee's draft and I don't think we have that many issues. I would like to discuss some of the major issues in a numerical order.

- Pg. 6 bottom & pg. 7 top – after the landfill closes, the standing committee's functions will significantly diminish and we would ask you to consider receiving one final payment of \$30,000 instead of \$10,000/year.
- Pg. 10 – we would like to put back in our current hours of operation, a ½ hour difference, from what we are using now and during construction we would like to have a 12 hour period.
- Pg. 13, item 26 – we would like you to consider the OSHA requirements of 85 dBA instead of 65

- P. 14, item 30 – water testing would be done once in a ½ mile radius to be used as a background and then future testing would be done as sought
- Pg. 16, item 32 – regarding offsite limitations within one mile and we would like to change that to 1500 feet as specified in state statutes.
- Pg. 19 – setback from Hwy. 45 – We understand that the town and the committee want a separation distance of wells and the solid waste. In the past, we have been successful in obtaining DNR approval for a variance to allow us to be closer to wells than 1200'. We appreciate the committee's goal of a 1200' setback and we are trying to stay with that goal. We are proposing a way of trying to do that. For the properties located west of Hwy. 45, we are suggesting the agreement require W/M, to go to every owner of each property, that will have a well within 1200' of the proposed expansion and ask if we can move their well as far west on their property, and as far north or south, to provide the most separation between the new well, constructed at W/M's expense, and keeping the distance of 1200' from the property line of the waste to the well. If the town or the homeowner does not want to move their well, give them a new well, new pump, etc. we would like it stated in the agreement that W/M has permission to request DNR for a variance. We cannot tell you the exact distance because we would not know exactly where the well would be on the property. We would, without a doubt, move the landfill further to the east to maintain that 1200'. Five property owners have property on Hwy. N starting from the corner at Hwy. 45 and going east. W/M has made offers to those property owners to start the process, whereby W/M could acquire, those properties.
Mike Infusino - We have had favorable responses from four property owners who indicated they would like to sell and one would like to stay.
Atty. Dave Stewart – We would like to make good faith offers to attain the properties. We again would like it in the agreement for W/M to seek a variance from DNR, at W/M's risk, if the DNR says no.
- Pg. 28, Sec. 49 – We would like the town to consider using the CPI, as opposed to the flat 6% increase every year, but not less than 3% per annum nor more than 6% per annum. Instead of \$3.00/ton which is paid currently, we raised it to \$3.18/ton as an inducement to the Town to consider giving us some relief from the flat 6%.
- Pg. 29 - This change starts on pg. 29 and goes for the next 2 ½ pages and these are the conditions we have in our current agreement. It does look burdensome, but we still wanted to include these.
- Pg. 32, Item 50 – Sociological Payments – W/M has **never** included sociological payments in any of their other agreements with other landfills in the State of Wisconsin. We have hundreds of property guarantee agreements to guarantee value of property. We are not opposing the committee's request to have both property guarantees and sociological payments in the agreement and we understand there are 39 properties on this list. W/M originally had a two-tier list for payments and the committee wanted one list in order to be unified. We are proposing \$3000/year and the committee is proposing \$4000/year. We ought to be able to come to an agreement on that.
- Pg. 35, Item 54 – Letter of Credit for \$1 million – W/M urges the committee and the town to delete that item from the contract based on our 20+ year relationship, our seven prior agreements and having always met our prior obligations.
- Pg. 37, Item 61 – The committee's draft states no further expansion and prevents future town boards from allowing any future expansions. We would like a slight variation, even though we

know how sensitive this issue is. W/M would like the right to come back to future town boards for expansion on lands owned by W/M at this time, currently.

Atty. Dave Stewart – I've run through these quickly, but I believe these are the issues that are more important.

Virgil Gentz – Would anyone else on the W/M committee like to make any other comments at this time?

Todd Hartman – We do not have anything further now.

Virgil Gentz – Anyone on the committee have any questions of W/M before we go into Citizen Comments.

Tom Gorlinski – Are we going to ask W/M for clarification of certain points or are we going to get into comments relative to some of the points?

Virgil Gentz - I think when it comes time for questions, we'll do both.

Ted Palmen, 3710 – 200th Avenue – Needs clarification regarding expanding on property that you currently own. Are you talking about current complex, Pheasant Run, or do you own other property in the town at this time?

Atty. Dave Stewart – We are talking about property that W/M currently owns and it is contiguous property. W/M currently does not own any other property in the Town of Paris.

Atty. Matt Quinn – Are the areas W/M hopes to own, like the Sabin property, outlined on the property?

Atty. Dave Stewart – No, since we don't legally own it yet, it is not outlined.

Ted Palmen – Excluding Sabin's property, is there any other areas in what you already owned that could be developed under DNR's rules?

Atty. Dave Stewart – Yes, I believe there are. In the south half of the section there is a closed landfill. DNR has been supportive where an old landfill can be dug up since it does not meet today's regulations. About a half dozen of these have been done in the state.

Jeff Ashmus – Just to confirm, you would go in and dig up the old landfill and put in a clay bottom and new liner and put garbage back in and continue building on it.

Atty. Dave Stewart- There would have to be a financial reason and you will build a bigger clay liner and you would need additional air space. We are not asking to do that now, we are just asking for that wording in the agreement to allow us to come to a future town board, whenever it became environmentally necessary or financially doable or important. This would be on land that we currently own.

John Lindenberger, 5008 - 200th Avenue - When you talk about the western expansion, are you proposing to expand from where the present landfill is?

Atty. Dave Stewart – No – It has been referred to in the Committee's draft as the Sabin expansion, but we thought it should be referred to as the western expansion. It is the same thing.

George Melcher – It think the word "western" is confusing to people, because you could be referring to land immediately west of the existing landfill. This is really north and west. We should redefine this word.

Todd Hartman – The western expansion is the title that the feasibility report went into the DNR.

George Melcher – We should put in parenthesis what western really means. The average person hasn't seen that report to the DNR and picks it up to mean what it means.

Atty. Dave Stewart – We can put wording in.

Atty. Matt Quinn – Your note in the agreement indicates that you agree not to expand anywhere with the exception of the designed footprint of the western expansion and would it be safe to say

active areas and/or closed fill areas. You would never go east of the Des Plaines River, but is there anywhere else on the property?

Atty. Dave Stewart – That is correct because that area is almost entirely floodplain land.

Todd Hartman – I think we could provide a map that clearly shows areas that would be included.

Atty. Matt Quinn – What we are talking about here is not that anything would be granted for those areas, but you would like the reservation about the future possibility to come before a town board. You would be willing to concede, in any way legally we can do it, that there would not be any further expansion within the town, which is outside or within the boundaries of your property. In addition either a mile or 1500' whatever is negotiated outside the boundaries of the Town of Paris

Atty. Dave Stewart – Yes, we just need to come up with those legal descriptions.

Connie Bevry, 3900 – 200th Avenue – I have so many concerns that I wrote them down. I feel threatened by this redline contract. I think we are talking about a dry tomb landfill, but there is a possibility that rule changes are coming out. I think this needs to be addressed. I'm also concerned that the feasibility report is not complete, the new laws will be about something that we have never seen before, our inability to write ordinances that govern landfills, minimum garbage requirement, closing of the landfill, buffer zones, enforcing the contract and how we are going to do that, special waste, leak detection system, air quality, and the zero waste initiative of the DNR. I'm giving you these concerns in writing, so that you can understand.

Joe Tiso, 4200 – 200th Avenue – Did I read somewhere that if we did not move our well, we would not get paid? We are being held hostage. How do you plan on moving it and are you going to run it 600' from my home?

Mike Infusino – We would try to move it to the farthest corner of your property. We would have to get your okay to do it. We could run a lateral over to your house or there are other options. It would not be a standard well. We would need an agreement with you.

Joe Tiso – Why not just move back 1200'? Why do I have to move my well?

Judy Sommers, 4002- 200th Avenue – I don't want my well moved and I do not want a variance. Why should I have to suffer because you want to put garbage in my front yard? I built my home four years ago, the same year you took out that option to buy Sabin's farm and no one came to me and said there is a possibility of having a landfill across the street from you. The contract is 1200' from Hwy. 45, not from a well. We have a petition that is signed by 300 people that want it 1200' from Hwy. 45. They signed the petition because they don't want anyone to have a variance on their well. The 1200' is stated in your contract.

Virgil Gentz – In the beginning there was no well, with the first agreements with W/M on the old Infusino property. That wording was put in there at that time. At that time, there was no one within that 1200' distance. I'm not saying its right or wrong.

Judy Sommers – If you can expand on property you own, why are you making turmoil in this town? You can currently expand on property you own right now. You are proposing to have people move their wells and being exposed to odor from leachate, louder noises by decibel and closer to our front door, when you have a place to expand on property you own.

Atty. Dave Stewart – We are seeking the right to ask future town board.

Atty. Matt Quinn – I believe this came from the feasibility report; they had distances from wells to the fill area and they show the Tiso and Haisma at 500' on the fill area and Sommers at 650' from the fill area.

Judy Sommers – On my survey it says 250' from the middle of the road to my well.

Atty. Matt Quinn – If this is correct, we need all the facts, because if we are talking a separation of 1200', we want to know where that starting point is going to be.

Joe Tiso – There is an easement here for future expansion of that road. How does that play a part? It's not a utilities easement, but if they would want to expand the road to four lanes, how would that affect the contract and the setbacks?

George Melcher - The issue is where your well is based on, where the beginning of the landfill starts and where the trash is being deposited. The issue is the distance.

Atty. Matt Quinn – I think Mr. Tiso makes a good point in that we would have to describe it by meets and bounds from the property, not the center of the road.

Ken Bevry, 3900 – 200th Avenue – I've prepared a letter and it reads: This town in the past has protected its citizens from the encroachment of the dump by establishing limits on how close garbage can be dumped to its neighbors. Now, the dump, W/M, wants these limits withdrawn. In the past garbage has not been placed more than 1200' of their neighbors. Whenever someone wants to change the rules, for instance build a shed closer to a property line, than what the rules indicate, the builder would have to apply for a variance and then the neighbor would be invited and have the right to object to the variance. In the instance of the dump, I won't be asked. I am here to declare that I object to the dump putting garbage closer than 1200' from my property line. I also don't want to see it any closer than this to anyone else's property. This business of landfills is not comparable to many other businesses. Great care and thought should be taken and looked at from all sides, without being blinded by money. A great many people signed the petition asking you of the same thing I am. Sure, they like their taxes being paid. Don't we all, but not on the backs of the dumps neighbors. (a copy was given to the committee) I also have a copy of the petition that I would like to read: The people of the Paris Township, petition the Paris Town Board concerning the proposed landfill expansion on the John Sabin property. To adhere without exemption to all Department of Natural Resources criteria Chapter NR 504 and our current contract including, but not limited to, 1200' setback from private wells, NR 504.043(f) 300' setback from navigable river or stream, NR 504.1043(b) 1200' setback from easterly ROW of Hwy. 45, under the current contract, 1200' setback from the southerly ROW on Hwy. N, giving the same consideration and treating equally all residents surrounding the landfill. I believe there is also 1000' setback in DNR rules from Hwy. 45, but we did not include that. We have over 300 signatures and I hope you will take their wishes under consideration.

Michael Foss, 3400 – 176th Avenue - Did I understand you correctly that you will be purchasing all the properties on the north side of Hwy. N and the landfill will go all the way up to the road?

Atty. Dave Stewart – It would not go all the way up to the road. The feasibility report calls for 300' setback. We sent letters to the residents on the north side of Hwy. N, asking if they would like to sell, because we can't force anyone to sell.

Michael Foss – What will be allowed on the north side of Hwy. N, once you own the property?

Todd Hartman – I think what you are asking is will we expand the landfill there? The current proposed agreement would prohibit that.

Michael Foss – Okay, not a landfill, but what will be allowed there. A parking lot, or will it stay residential, or put buildings on it for storage or what?

Atty. Matt Quinn – The committee is very concerned about acquisition of the property means the foot in the door for some future activity by the landfill. The terminology in the proposed agreement would require them to put deed restrictions on those properties so that they could never be used for landfill operation, period. Once we are outside of the perimeter of the landfill operations, the only control of those properties would be the county, the town and the zoning. I

assume they would want to have residences there, but on the other hand maybe they would consider having something more beneficial to the town. Under no circumstances have I heard anybody on this committee indicate a willingness to allow any acquisition of any property that could at any time in the future be used for a landfill and W/M, has indicated, they would consent to whatever restrictions we wanted to place on it.

Connie Bevry – How long would deed restrictions hold? Is there a time limit?

Atty. Matt Quinn – It would depend on how it is drafted. Presumably anything we do would be in perpetuity. For example, there is a 40 year provision for subdivision, covenants, etc. There are different variations.

Michael Foss – I don't like what I am hearing because if it's good for the town, they could sell it to a company and there could be a business there.

Virgil Gentz – It's not zoned for that.

Atty. Matt Quinn - It would have to go through the zoning process, just the same as any farmer's land.

Judy Sommers – The restrictions would be on the first 300' of those properties. If they would buy the Woods and Elfering property, they could possibly start the landfill behind that 300' and they would not be in violation of the deed restriction or they could start the landfill 300' from that road. It would be non contiguous.

Virgil Gentz – I heard you and it has been thought about.

Ken Bevry – This is very emotional for us and I want to apologize for getting upset.

Virgil Gentz – I would like to thank the citizen's for coming tonight and I would like to open it up to the committee for any questions they might have. I would like to go back to hours of operation that are on page 10. If you say 6:00, does that mean trucks will be coming in then?

Tom Dixon – Hours of operation will be when we open the gate and start accepting waste. I think I know where you are going with this and we have some drivers who don't have a life and are at the gate waiting at 4:30am.

Virgil Gentz – If the hours of operation are 6:00, what about personnel – dozer operators, compactors, etc. do they start at 5:30?

Tom Dixon – They start ½ hour before.

Virgil Gentz – We are talking about noises, etc. at 5:30 instead of 6:00, for the hours of operation.

Roger Beth – I looked in the contract and the only starting time listed is in the original agreement and it says 7:00am. I can't find any changes – can you tell me when it was changed?

Virgil Gentz – I believe at one time we amended the time.

Mike Infusino – The only way it can be changed, is for W/M to come before the Town Board. I believe we changed it back in 1996 or 1997 and we had a trial run and then later it was a permanent change.

Roger Beth – And the contract was never changed?

Virgil Gentz – I'm sure the minutes would show the change, but I don't believe it was changed in the contract.

Atty. Matt Quinn – I reduced the hours from the existing contract to 6:30 from 6:00 because of some complaints from residents and W/M changed it back to what it was in the contract. I have a question on the hours during the construction, 5:30am – 5:30pm, there shall be no operation of heavy equipment, or activities that shall cause noise, dust, debris or odor, on Sundays with out the written approval of the board. You took out Saturdays; do you intend to have construction taking place on Saturdays from 5:30am-5:30pm?

Atty. Dave Stewart – That will be construction, not land filling operations.

Virgil Gentz -Would that be construction for just one module and then it's over with? You would come back for another module at another time.

Atty. Dave Stewart – Yes.

Atty. Matt Quinn – Second question on that is that you would actually be doing construction that would not cause noise, dust, debris or odor on Sunday's? We could take that out completely, right, because you are not going to do construction on Sunday.

Atty. Dave Stewart – You can modify the committee's wording – that's fine.

George Melcher – Tom, when you get started for the days operation, how many pieces of equipment need to be started no matter what time we open up?

Tom Dixon – Seven pieces of equipment; two tippers and they do not have back up alarms and they are quiet.

George Melcher – What has been the experience of noise level at that hour of the morning?

Tom Dixon – The complaints that I have received have been all related to the back up alarm.

Roger Beth – You want to change the decibel from 65 to 85?

Tom Dixon – The OSHA limit is 85.

George Melcher - That is a catch 22 because OSHA requires it for safety.

Atty. Matt Quinn – Based on the study you did concerning the alarm, the only place I saw the ascendance of the 65 decibel you had in the contract was when you were taking readings in the landfill itself. The contract calls for 65 decibels at the perimeter of the property, why would there be any problem. I don't think it's necessary to increase the decibel level at the property line. You could possibly have the contract read for construction 85 decibels and operations 65 decibels.

Tom Dixon – Yes.

Virgil Gentz – On page 11, it discusses dust control, etc. What are the practices for dust control and smell and what improvements will be made?

Tom Dixon – Dust control this year was a real challenge because of the dry weather – we put down a lot of water. We need to do a better job under those types of conditions.

Todd Hartman – At Metro landfill right now, we are trying a new product on the roadways that is more environmentally friendly.

Jeff Ashmus – What kind?

Tom Dixon – I saw the technical data on it and it is made from soy.

Gerard Hamlin – It's a soy extract, like oil. It stays wet longer on the surface.

George Melcher – Getting back to the hours of operation; we are getting earlier and earlier – how early is too early for residents in the area. If these are contract haulers, they will be there very very early. What is a reasonable time to live with?

Tom Dixon – Part of what the town put together with the committee, covering things like dust, odor, traffic control and patterns and we'll wait to see what we get from them and have all that identified to work out.

Tom Gorlinski – Relative to pg. 11, you struck the portion, Operator shall use "state of the art methods" and added best operating practices. Who determines best operating practices?

Todd Hartman – Essentially it's a dust control plan put together for the site.

Tom Gorlinski – Then you are the ones that determine the best operating practices?

Gerard Hamlin - We propose them as part of our plan. We propose them to DNR.

Tom Gorlinski – I would suggest that within the contract it should read, "Operator shall use state of the art methods and/or best operating practices.

Gerard Hamlin – Acceptable.

Tom Gorlinski – Pg. 7, item #16 – Standing Committee Duration. The Standing Committee, I believe is the voice that the people of the community have. What is being proposed here, that has been stricken, is the elimination of the payment, it doesn't mean it doesn't have to be there. Relative to that, I think some consideration should be given to maintaining that committee, maybe at a lesser funding level. The meetings may be less prevalent as they are today. Also, pg. 13 - #26, conflicts with other portions of the contract. "Operator shall use all reasonable effort to reduce noise . . . Operation during the 40 years of long term care after closure." There is going to be something going on for that 40 years and I think there has to be a check and balance relative to that 40 year period with the committee who has the duty to sit down with W/M and confirm all these things. I don't believe it should be up to \$10,000 level, but I think some consideration should be given in some type of moderate type fee to at least continue.

Todd Hartman - What we have proposed in the end is to fully fund \$40,000 at the beginning of the long term care, that will carry you through.

Tom Gorlinski - If you look at pg. 35 of the contract, you are also asking for the one million dollar letter of credit to be removed. As I look at this, it isn't that I'm worried about you to be able to confer and talk about things, but 40 years down the road, there will be someone else here and there will be a different discussion and there has to be some type of mechanism that puts people's feet to the fire on both sides to keep the dialogue going. Please consider that this be addressed for the future.

Gerard Hamlin – I understand what you are asking and in addition to the town, our DNR permit requires that we have post closure bonds in place to cover the entire period.

Tom Gorlinski - Okay. In the corporate world, companies are bought and sold. It happened with Onyx – it is French owned company. Relative to W/M it is not unconceivable to say that Chinese might buy W/M, with that being the case, how does what you just said, fit in to longevity?

Gerard Hamlin – We pay for it with assistance of the State. State receives funds. It's irrevocable.

Jeff Ashmus – You sent your feasibility report to the DNR and they sent back the letter asking for the 24 points that they wanted more clarification on. Has W/M responded on those 24 points yet?

Casey Furlong – No, we will be meeting with DNR in a couple of weeks. We'll meet tomorrow and then we will make a submittal to respond to those 24 points. We will then have our comments in within the next 10 days to 2 weeks.

Atty. Matt Quinn - You will then provide us with a copy?

Gerard Hamlin – Yes. We will be meeting in Sturtevant, face to face. It is not unusual to receive an incompleteness letter from the DNR. These 24 points will be reviewed to give them, DNR, clarification of what they are asking for.

Atty. Matt Quinn – Can you tell me the names of the people you are meeting with?

Gerard Hamlin – Joe Lourigan, Ken Hein and Pat Brady.

Jeff Ashmus – You received that letter quite a while ago and you're just meeting with them now to find out what they want?

Todd Hartman – There is a draft submittal to address the items that will be reviewed.

Atty. Matt Quinn – Are they asking about well locations?

Gerard Hamlin – No – We proposed a monitoring network for wells. We will do what they ask us to do.

Tom Gorlinski – On page 13, item 27. When I spoke about pg. 11, I brought up the issue of best practices, state of the art, etc. If you read #27 it says, “Operator shall use all state of the art methods to minimize gulls ...” I believe to stay consistent, you should include both, “state of the art and best operating practices.” Also on pg. 12, in the bold, “COMMENTS: W/M believes that any suggestions of the Town’s experts could not be incorporated into the Plan of Operation approved by DNR but W/M agrees to comply with any reasonable requirements.” How do you determine a reasonable requirement?

Gerard Hamlin – When it comes to monitoring wells, DNR tells us where, how many, how often, etc. If the town came back and said we want you to monitor these wells every 5th year, something of that nature, we would have to go back to the DNR and ask them to modify their permit to incorporate the changes the town is requesting. If the DNR thinks their program is okay, they would suggest the town make the change under their agreement, not the DNR permit. The DNR manages the whole state the same way and they endorse their own program.

Atty. Dave Stewart – Tom, your question is slightly different.

Tom Gorlinski - The citizens are concerned about their wells and we want to be of a nature that we can reasonably say that we are doing is correct. In that reasonableness, would you be able to take advantage of a new type of testing process that would actually be better than what was approved originally.

Gerard Hamlin – If a new parameter or new method came up and it says we endorse this and it is being done in the laboratories, we would do it, if asked.

Atty. Matt Quinn – You’ve seen Dr. Singh’s report?

Gerard Hamlin – Yes

Atty. Matt Quinn – One of the things that were pointed out, your monitoring wells are 300’ from the fill area and according to the regulations, a certain percentage of those are suppose to be closer to detect substances that may leak out of the landfill, while you can still do something about it. Can you tell me if you are going to address that regardless of what the DNR says, or wait to see what they say, or are you willing to locate those wells to a closer proximity to the fill?

Gerard Hamlin – Regulations are based on which comes first. You do your exploratory work based on where you think the footprint is going to be and then the monitoring zone is established. Then 300’ or closer is where the wells are to be placed. As we go through each step with the DNR those wells are looked at to see if they need to be moved, changed or are acceptable.

Atty. Matt Quinn – So the feasibility report contains the study that determines that would serve as the basis that determined where the wells should be, but you’ve put them 300’ away, in the feasibility report, correct?

Gerard Hamlin – Correct. The wells are drilled well before we know where the footprint is going to be.

Atty. Matt Quinn - It’s a fair statement to say that you don’t want to do that until you know for sure what the boundaries will be or the location of the waste.

Gerard Hamlin - Ideally you like to know those things. They are always subject to negotiations

Atty. Matt Quinn – Subject to change.

Tom Gorlinski – Can you tell me the annual tonnage for Pheasant Run?

Casey Furlong – 1.1 million tons

Tom Gorlinski – Would you know the annual for Kestrel Hawk in Racine?

Todd Hartman – No, but we could find out.

Jeff Ashmus – Under this redline draft, if you purchased the properties on the north side of Hwy. N, if this contract was approved as is, and then you bought the Wood property; could you expand the landfill to that property?

Atty. Dave Stewart – No, because of the wording. We are asking for a change to come to a future town board and ask for the right to expand. We would like have the right to come and ask, no guarantees, on property that we already own, on contiguous property.

Atty. Matt Quinn – The contract, as drafted now, and I didn't see you change any language, says, you would not operate a landfill anywhere else in the Town of Paris; is that correct?

Atty. Dave Stewart - Right – we are trying to change. I think it appears in Paris in three different places. We are asking, in the draft, to put that exception in.

Atty. Matt Quinn – My understanding, with regard to off site property, that there would be no exception that you could come back and ask for any place in Paris aside from what you currently own; is that right?

Atty. Dave Stewart - Yes, that's right.

Atty. Matt Quinn - So as a practical matter, if the contract is as we both understand it, you would NOT, no matter what you acquired property wise in the Town of Paris, you could never build a landfill on it. I just want to make sure your understanding and mine are the same.

Atty. Dave Stewart – Yes.

Atty. Matt Quinn – And that would also apply within 1500' of the boundaries of Paris by your wording and one mile by my wording.

Harold Harper – W/M would not ask for any more expansion on any property that they do not own now? You do not own Sabin property right now?

Atty. Dave Stewart – That's correct. It's an exception, but we're working on it.

Harold Harper – Here you are asking for an expansion on property that you don't own.

Atty. Dave Stewart – There has to be an exception for Sabin, because that is why we are here to negotiate. I'm glad we brought this up because I think everyone knows we're here to negotiate the Sabin property.

Harold Harper – You want all this to take place maybe a couple years from now, after you acquire the Sabin property. Then you want this to go into effect.

Atty. Dave Stewart – No, I did not mean to imply that. I hope we don't continue to negotiate for a couple of years; I hope we can get this wrapped up.

Harold Harper – In case you wanted to acquire more property.

Atty. Dave Stewart – We would have an exhibit that would describe this property and would have to describe Sabin's property, even if we got done before we're acquired under the terms of that offer to purchase. We would have to include in the legal description, Exhibit A or B or C, whichever, we would include his property if W/M didn't own it yet, but we wouldn't include anything else other than what's in blue and the Sabin farm.

Gerard Hamlin – The property is basically bound by Hwy. N on the north, Hwy. 45 on the west and the Des Plaines River.

George Melcher – Make that explicably clear by using the roads at boundaries.

Atty. Dave Stewart – We need to come up with a legal description, a definition of the land that everybody is comfortable with. There is no funny business here and we are not trying to pull in Dr. Wood's property and we are only trying to carve out the right to ask future town boards to discuss expansion on very limited amount of property.

Atty. Matt Quinn – If you did for any reason, acquire other property in the Town of Paris, you would not have any problem, putting in this contract, a provision that you put a deed restriction on that property for no use in landfill operations.

Atty. Dave Stewart – I can't see any reason why that would be a problem.

Atty. Frank Volpintesta - Could you say to Superior or some other landfill operator that they could not petition to build a landfill some place else in the Town of Paris?

Atty. Matt Quinn – Only if they came to the Town for negotiations.

Atty. Frank Volpintesta - You can't agree to agree later on. You can't agree to make a contract some where down the road.

Atty. Matt Quinn – That's why we include deed restrictions. One public body can't tie the hands of a future legislative body to make a change.

George Melcher – That brings a question of in perpetuity. What is that?

Virgil Gentz – I have one last question on pg. 38, item #63. I see the wording and what is crossed out, what are you pertaining to?

Todd Hartman – What we are trying to achieve here was that we would be able to construct the screening berms for the operation as early as possible. In order for the vegetation and the landscaping plants are matured before the landfill actually opened.

Roger Beth – Where are you going to get the dirt for the berms?

Tom Dixon – It will come out of Phase 3, the NE expansion. Right now there is no home for that dirt.

Todd Hartmann – The existing landfill site. The issue would be, if we don't construct the screening berms, we'll actually truck the dirt off site. Then we have a truck traffic issue.

Jeff Ashmus – Mr. Palmen asked a question about contiguous property and about removing the south end, taking that stuff out. You responded if environmentally necessary – is there a problem there?

Gerard Hamlin – No, but what has happened at a couple of sites and I have been involved with them, is that there is a ground water problem with an old site. These are considered remediation clean up projects.

Atty. Dave Stewart – I didn't mean to cause alarm. I just tried to give scenarios of what could happen.

Atty. Matt Quinn – As a follow up to Jeff's question, it is my understanding if you were to mine that area, you would create an additional fill area in that spot, is that correct? If I am hearing you correct, that is a plus from the DNR to get you to do the remediation to offset that cost or is that a profitable venture for W/M.

Gerard Hamlin - DNR doesn't want us to open any closed landfills. The only reason they want activity on them is to improve them or clean up a problem. Those are projects that cost millions of dollars. They are not profitable ventures.

Atty. Matt Quinn – Other than the remediation, if we were to agree to that in a contract, the driving force of that would be remediation. If you were required to remediate, other wise you would not use that space, is that correct.

Gerard Hamlin – Unless we had to, like an environmental issue.

Atty. Matt Quinn – Then the other part of the request to be able to come back to the board, is if the DNR did not grant the expansion, let's say, that was approved by our negotiations, they made it smaller; those are the only two parts to that you are asking to come back to the town for, correct? Anything else, anywhere in the town, within that mile, across the Des Plaines River – it's done.

Gerard Hamlin – Yes.

Ken Monson – We have not talked at all about height or depth. I think it is way out of bounds; you want to raise the active to 880', the Sabin to 950'; I think that is way too much and the depth is 670' which is way too much. I would like to see the 1200' setback remain on Hwy. 45 and on Hwy. N. I don't know that we should be giving in on any of that. It seems to me that we are negotiating on something that we don't have all the facts on. We are always waiting on something and I'm not sure if we are getting ahead of ourselves here. I hope the committee takes that into consideration.

Atty. Dave Stewart – I apologize since I went through this fairly quickly. In the committee's draft the height & depth are blank. We put answers in those blanks. The reason for the difference between the 880' which is approved and the Sabin property is the topography, because the Sabin property is 50' higher.

Gerard Hamlin – The difference is the topography. The DNR slope can not exceed four to one. The 4 to 1 that comes up from the edge to the peak is dictated by the distance between the two starting points.

Atty. Dave Stewart – A lot has been said about the 1200' in the earlier agreements. I have an attachment to the 1982 agreement, which shows the 80 acres that was approved in 1982. The reason it was set back to 1200' was because W/M did not own any of this land. Agreement #3, entered into in 1991, for the vertical and horizontal expansion and it kept the borders the same on the original 80 acres. The current agreement of the NE expansion, there is no mention of it, because it is obviously set back away from the road, because we did not own the Sabin property. There has been an attempt to capitalize on the 1200', but it seems to me that initially W/M didn't own the property and in the current agreement, there's no mention of 1200', because W/M didn't own Sabin farm and still doesn't. There is a lot of attempt to use that track to apply to this landfill. The facts are different, W/M hopes to and has a binding offer to purchase of the Sabin property, who would be able to expand further to the west than 1200'. The 1200' came about by the lack of ownership, in my opinion, not from the town saying no we want you to stay back 1200'. Operation Agreement #3 does say 1200' but all it was doing was reciting what had happened in the first agreement.

Ken Monson – You really don't know, Dave, what would have happened because you did not have the opportunity to find out because you did not own the land.

Atty. Dave Stewart – Yes, I agree; but to have someone circulate a petition saying that we want this town board to maintain the 1200' that this town board has always maintained, isn't like honest.

Virgil Gentz – W/M, would you go back 700' from Hwy. 45, so that we would have the distance that most people are talking about from their wells, etc.

Tom Gorkinski – We all need to agree on the term we are using, center of the road, property line or right of way.

Atty. Matt Quinn – The standard without a variance is 1000' from the right of way (highway). What Virgil is trying to say, would you go back 1000' from the right of way. Would you think about that? The problem we are having with all of the negotiations is how close you are to the people. The real issue is the 1200' setback from the nearest well. The bottom line is 1200', moves you back 700', that's about 4 million tons or 4 million cubic yards. That is a big economic concession, but none the less, when you look at the DNR documents, they are saying this is a really large expansion you are asking for. Could your company really consider doing that? That might really alleviate a lot of the problems. We appreciate you are going to spend a

lot of money acquiring properties across the street on Hwy. N. I don't know if the committee is against that, but it is a different thing if we are talking aesthetics or if we are talking the health and safety of the people in that area. Could we realistically discuss that and could you think about that?

Atty. Dave Stewart – Everything is negotiable, of course. Are you asking the same 700' that Virgil is asking, that you maintain the 1200' separation?

Atty. Matt Quinn – Virgil's question is the setback from the road.

Gerard Hamlin – We'll look into it.

Atty. Matt Quinn - We'll discuss these things in closed session. A lot of the problem could be resolved if you could agree to the 1000' setback from the road.

Jeff Ashmus – When you (W/M) presented this possibility of expanding on this property, I seem to remember that there was mention, when you talked about the 1200' setbacks, that there was a minimum size an expansion had to be in order to be allowed. What is that?

Todd Hartman – The state code says if you have a non contiguous stand alone expansion, which this is not, the minimum size would have to be 10 years of life and the maximum is 15 years and you have that 5 year window. This is a contiguous expansion so it would be different and we are laterally hooking in to an existing landfill.

Jeff Ashmus – I thought there were so many acres for a minimum size.

Atty. Dave Stewart – From a financial do ability, is what you might be talking about.

Todd Hartman – In closing, I know you are ready to go into closed session. I would like to thank the folks for taking the time to attend this session. This is a complicated proposal, we would like you to consider it in closed session and perhaps come back with a counter proposal or your concerns.

Virgil Gentz – Thank you Todd, any other questions? I'll entertain a motion from the committee to go into closed session at 8:53 p.m.

Jeff Ashmus – I so Move

George Melcher – Second and Mr. Chairman, we would like the closed session to include Frank Volpintesta, John Roth, Dr. Singh, Matt (from Singh's office) and Ken Monson. Motion passed on a roll call vote with all yes votes.

Virgil Gentz – Motion to have Atty. Matt Quinn and Dr. Singh work together on the report of the DNR and report back to the committee.

George Melcher – Second, Motion passed with all yes votes.

Virgil Gentz – The Siting will meet again on Monday, October 10th, at 1:00pm.

Tom Gorlinski – Motion to reconvene in Open Session at 10:42 p.m. and adjourn

George Melcher – Second. Motion passed with all yes votes.

Respectfully submitted,

Terri Fonk
Clerk