



**MARATHON COUNTY  
ENVIRONMENTAL RESOURCES COMMITTEE  
AGENDA**

**Date & Time of Meeting: Tuesday, January 24, 2023 at 6:30 p.m.**

**Meeting Location:** WebEx/Courthouse Employee Resources Conference Room, 500 Forest Street, Wausau WI 54403

**Committee Members:** Jacob Langenhahn (Chair); Allen Drabek (Vice-Chair); Rick Seefeldt; David Oberbeck; Mike Ritter; Andrew Venzke; Tony Sherfinski; Kim Ungerer; Rodney Roskopf (FSA Rep); Marilyn Bhend (Towns & Villages Association Rep)

**Marathon County Mission Statement:** *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated 12-20-05).*

**Environmental Resources Committee Mission Statement:** *Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to environmental resource initiatives of Marathon County. (Revised: 04/17/12)*

*Strategic Plan Goals 2018 - 2022: Objective 5.2 - Promote sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth.*

*Objective 6.3 - Protect and enhance the quantity and quality of potable groundwater and potable surface water supplies.*

Persons wishing to attend the meeting by phone may call into the **telephone conference ten (10) minutes prior to the start time indicated above using the following number:**

**Phone Number: +1-408-418-9388**

**Access Code/Meeting Number: 2488 427 8963**

**Please Note: If you are prompted to provide an "Attendee Identification Number" enter the # sign. No other number is required to participate in the telephone conference.**

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. **Call meeting to order**
2. **Pledge of Allegiance to the Flag**
3. **Public Comment (15-minute limit)** *(Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name, address in writing, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later than five minutes before the start of the meeting. The topic must be relevant to the committee's area of jurisdiction.)*
4. **Operational Functions required by Statute, Ordinance, or Resolution:**
  - A. Public Hearings, Review, Possible Actions, and Possible Recommendations to the County Board for its Consideration (County Zoning changes) - None.
  - B. Review and Possible Recommendations to County Board for its Consideration (Town Zoning changes pursuant to §60.62(3) Wis. Stats.) – None.
  - C. Review and Possible Recommendations to County Board for its Consideration –
    1. Negotiated Agreement with the Town of Ringle for siting of Phases 6-8 of Bluebird Ridge
  - D. Review and Possible Action – None.
5. **Educational Presentations/Outcome Monitoring Reports and Committee Discussion – None**
6. **Policy Issues Discussion and Potential Committee Determination – None**
7. **Next meeting January 31, 2023, 3:00 pm Assembly Room and future agenda items:**
  - A. Committee members are asked to bring ideas for future discussion
  - B. Announcements/Requests/Correspondence
8. **Adjournment**

**Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 at least one business day before the meeting.**

SIGNED \_\_\_\_\_  
Presiding Officer or Designee

EMAILED AND/OR FAXED TO:  
 News Dept. at Daily Herald (715-848-9361), City Pages (715-848-5887),  
 Midwest Radio Group (715-848-3158), Marshfield News (877-943-0443),  
 TPP Printing (715 223-3505)  
 Date: 1/23/2023 \_\_\_\_\_  
 Time: 3:00pm \_\_\_\_\_  
 By: nd \_\_\_\_\_  
 Date/Time/By: \_\_\_\_\_

NOTICE POSTED AT COURTHOUSE:  
 Date: \_\_\_\_\_  
 Time: \_\_\_\_\_ a.m. / p.m.  
 By: County Clerk \_\_\_\_\_

**2022 AMENDMENT TO SITING AGREEMENT  
BETWEEN MARATHON COUNTY AND  
THE TOWN OF RINGLE  
BLUEBIRD RIDGE RECYCLING AND DISPOSAL FACILITY**

**THIS AMENDMENT TO THE SITING AGREEMENT** (“2022 Amendment”) made this \_\_\_\_ day of November, 2022 by and between MARATHON COUNTY, a quasi-municipal corporation of Marathon County, Wisconsin, hereinafter referred to as "COUNTY" located at 500 Forest Street, Wausau, Wisconsin and TOWN OF RINGLE, a Wisconsin municipal corporation located at 223207 Abt Road, Ringle, Wisconsin, hereinafter referred to as “TOWN”.

**WITNESSETH:**

**WHEREAS**, the COUNTY and TOWN entered into a Siting Agreement for the Bluebird Ridge Recycling And Disposal Facility executed on May 12, 2014 by the TOWN and May 20, 2014 by the COUNTY (“Siting Agreement”);

**WHEREAS**, the Siting Agreement sets out the rights, duties and obligations of the parties relative to Bluebird Ridge Recycling and Disposal Facility (“BRRDF”) and resolving other issues related to the Solid Waste Management Facility as set forth therein;

**WHEREAS**, as a result of the successful relationship between the parties, the COUNTY, desires to enlarge BRRDF, hereinafter to be known as the “Bluebird Ridge Recycling and Disposal Facility 2022 Western Expansion” (“BRRDF 2022 Western Expansion”);

**WHEREAS**, the BRRDF 2022 Western Expansion will be a phased expansion to include a modification to the current phase 5B and creation of phases 6 through 8 over an additional 34.5 horizontal acres with an additional capacity of approximately 5.2 million cubic yards;

**WHEREAS**, pursuant to Wis. Stat. § 289.3399)(c) and on September 16, 2022, the parties successfully mediated the local approval of the TOWN related to BRRDF 2022 Western Expansion;

**WHEREAS**, the Mediated Agreement is attached hereto as Exhibit 1;

**WHEREAS**, this 2022 Amendment is intended to formalize said Mediated Agreements.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, the COUNTY and TOWN agree as follows:

1. As used in this 2022 Amendment, except as modified herein, the meaning of a word shall be in accordance with the definition given those terms defined in the Siting Agreement or in the attached Exhibit and having an initial capital letter in the text of said word. Collectively, the Siting Agreement and this 2022 Amendment shall be referred to herein as “Agreements”. The Definitions of the following are hereby amended as follows:

“Bluebird Ridge Recycling and Disposal Facility” (“BRRDF”) means the landfill cells shown on the site map which is attached hereto and incorporated herein by reference on Exhibit “A”, consisting of five phases having a combined capacity of 2,900,000 cubic yards and further includes the modification to phase 5B and phases 6 through 8 over an additional 34.5 horizontal acres with an additional capacity of approximately 5.2 million cubic yards.

“BRRDF 2022 Western Expansion” means a phased expansion including modification to phase 5B and creation of phases 6 through 8 over an additional 34.5 horizontal acres with an additional capacity of approximately 5.2 million cubic yards.

“Landfill Monitoring Committee” means a committee consisting of seven (7) persons consisting of three persons from the TOWN and three persons from the COUNTY with the seventh member being a neutral ex-officio member who has expertise in landfill operations selected by mutual agreement of the parties and whose duties are as set forth on Exhibit 1 and hereinbelow.

2. Article I is hereby amended to include BRRDF 2022 Western Expansion.

3. Article II, Section 1 of the Siting Agreement is hereby amended to add the following:

The Designated Roadways as set forth in the Siting Agreement are to be the only routes of travel for surveying, planning, environmental monitoring and testing, construction, hauling, disposal operations, maintenance, Closure, Long-Term Care and emergencies at the Solid Waste Management Facility. The TOWN intends and is authorized to enact a local traffic route ordinance and create the office of Town Constable for enforcement of the same. Wisconsin traffic laws require posting of Town Roads as a prerequisite for enforcement. The COUNTY, within thirty (30) days of receipt of the cost of the same by the TOWN, shall reimburse the TOWN for signage under this Section. All signage herein shall be installed by the TOWN at its sole cost and liability. The parties estimate that approximately no more than twelve (12) signs will be needed.

4. Article VI, Section 4 of the Siting Agreement is hereby created to provide as follows:

4. **Landfill Monitoring Committee (“Committee”).**

A. The Committee shall not be established as a public body under Ch. 19 Wis. Stats., nor shall it have official or contractual authority related to the operations at the SWMF.

B. The Committee shall be comprised of seven members.

1. Six members of the Committee shall be appointed by the parties to this agreement (the party members). The 6 party members shall be selected as follows:

- each party shall provide the other a list of 6 potential Committee members
- the 6 members selected by the TOWN shall be residents of the TOWN
- each party shall strike 3 members from the submitted list and those remaining shall constitute the party members of the Committee.

2. The seventh member of the Committee (the ad hoc member) shall be a neutral ex-officio member who has expertise in landfill operations selected by mutual agreement of the parties and whose duties are as set forth on Exhibit 1 and hereinbelow.

C. The Committee shall develop organizational rules governing the Committee, replacement of members, officers and conduct of Committee business. The Committee shall meet at least monthly until otherwise determined by majority vote of the Committee.

D. The COUNTY shall provide the following funding of the Committee:

i. A per diem to Committee members of \$100 per meeting attended, not to exceed twelve (12) meetings per calendar year.

ii. Compensation shall be paid hourly to the neutral ad hoc member not to exceed \$25,000 in total compensation per year.

E. Consistent with other members of the public, the Committee members, the ad hoc member, and any Town official may visit BRRDF for non-technical inspection any time during regular business hours.

F. The Committee members, the ad hoc member, and any Town official may visit the BRRDF for technical inspection upon providing two (2) business day notice as set forth in IN Article VI, Section 3, P.i. with the terms of the 2014 Siting Agreement governing said site visits.

G. The Committee shall monitor, review, investigate and make recommendations related to operations of BRRDF, consistent with the Plan of Operation related to issues including, but not limited to:

- i. Litter/debris control
- ii. Odor control
- iii. Sufficient daily cover
- iv. Well monitoring and testing
- v. Leachate monitoring, testing and migration attenuation
- vi. Greenspace
- vii. Other operational issues involving citizen complaints made from time to time

H. The County shall provide the Committee all documents designated for exchange under the Siting Agreement (See Article VI, Section 1) monthly or more frequently as designated by the Committee.

I. The constituent members of the Committee shall routinely communicate the affairs of the Committee to their respective governing bodies. Should the Committee perceive violations of the Plan of Operation, the Committee shall work closely with the SWD to correct any actual non-conformance. Disagreements related to compliance after consultation and/or attempts at corrective action may be referred by the Committee to the Wisconsin Department of Natural Resources.

5. Article X of the Siting Agreement is hereby amended as follows:

**6. Host Fee Payment.**

A. Per Ton Fee.

The COUNTY agrees to pay the TOWN a per ton host fee for all Solid Waste that goes across the scale or is otherwise accepted at the Solid Waste Management Facility, that is deposited directly or after Storage into BRRDF, and for which the COUNTY receives payment/fees. For any Solid Waste not weighed on a per ton basis, the COUNTY shall use a reasonable conversion rate to evaluate tonnage. The per ton host fee shall be \$2.13 per ton of Solid Waste. This fee shall be in place through December, 2023. Thereafter, the fee shall be adjusted per the annual adjustment set forth in Article X, Section 6.A. of the Siting Agreement. However, the maximum annual CPI increase or decrease set forth in Article X, Section 6.A. shall be limited to a maximum increase or decrease of four (4%) percent.

**10. Sociological Payment.**

The COUNTY shall pay Sociological Payments of up to Thirty Thousand (\$30,000) for purpose of sociological payments to affected residents related to potential impacts associated with the expansion of the landfill, including odor (“Annual Sociological Payment”). The Committee shall, on an annual basis, prepare a sociological payment plan identifying Eligible Recipients and Designated Share of the \$30,000. Each Eligible Recipient shall annually be provided with notice of the available designated share together with a Receipt and Release in form acceptable to the COUNTY. Upon receipt of the Receipt and Release, the COUNTY shall promptly pay the Eligible Recipient the Designated Share. Sociological payments shall commence in 2023; the final payment shall be in 2032 or upon execution of a Second Amendment to the Siting Agreement, whichever occurs first.

The COUNTY shall pay the TOWN within thirty (30) days of full execution of this 2022 Amendment the sum of \$20,000.00 which sum represents the TOWN’s statutory negotiation-arbitration expenses related to this 2022 Amendment.

The COUNTY shall pay the fees of the mediator related to the mediation of this 2022 Amendment.

6. This 2022 Amendment shall amend and modify only the related provisions in the Siting Agreement referenced herein, for the limited purpose hereof, and all other provisions of the Siting Agreement are hereby reaffirmed.

7. In the event of a conflict between any of the terms, conditions or provisions set forth in the Siting Agreement, Exhibit 1 and those set forth in this 2022 Amendment, the terms, conditions and provisions set forth in this 2022 Amendment shall control, subject to Paragraph 6 hereinabove.

8. This 2022 Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this 2022 Amendment to amend and modify the Siting Agreement, as of the date and year set forth above, and by so signing this 2022 Amendment, the signatories below certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this 2022 Amendment on their behalf.

**[SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]**



**COUNTY OF MARATHON**

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Kurt Gibbs, Chairperson

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Lance Leonhard, Administrator

Dated: \_\_\_\_\_


Attest: \_\_\_\_\_  
Kim Trueblood, County Clerk

**TOWN OF RINGLE**

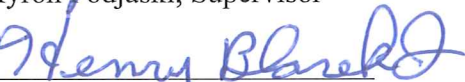
Dated: 01-09-2023

BY:   
Al Christiansen, Chairperson

Dated: 01-09-2023

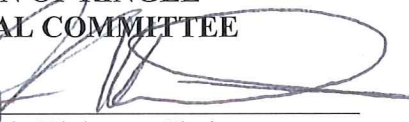
BY:   
Myron Podjaski, Supervisor

Dated: 01-09-2023

BY:   
Henry Blarek, Jr, Supervisor

**TOWN OF RINGLE  
LOCAL COMMITTEE**


Dated: 12/28/22

BY:   
Chris Kielman, Chair

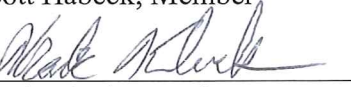
Dated: 12/28/22

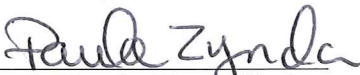
BY:   
Myron Podjaski, Member

Dated: 12/28/22

BY:   
Scott Habeck, Member

Dated: 12/28/22

BY:   
Mark Kluck, Member

Attest:   
Paula Zynda, Town Clerk

**RESOLUTION #R-**

**APPROVING THE AMENDED SITING AGREEMENT BETWEEN  
MARATHON COUNTY AND THE TOWN OF RINGLE FOR BLUEBIRD  
RIDGE RECYCLING AND DISPOSAL FACILITY PHASES 6-8**

**WHEREAS**, Marathon County is authorized to establish a solid waste management system pursuant to §59.70(2), Wis. Stats.; and

**WHEREAS**, Marathon County has, pursuant to said authorization, established a solid waste management board pursuant to §2.05(9) of the General Code of Ordinances for Marathon County (Gen Code Ord.); and

**WHEREAS**, the Solid Waste Management Board issued legally required notifications to affected municipalities, pursuant §289.22, Wis. Stats., of their intention to expand, construct and operate a municipal solid waste landfill, Bluebird Ridge Recycling and Disposal Facility, in the Town of Ringle; and

**WHEREAS**, pursuant to §289.33, Wis. Stats., the Town of Ringle adopted a siting resolution and registered their status as an affected municipality and formed a local committee to negotiate terms of amended siting agreement for the operations of Bluebird Ridge Recycling and Disposal Facility Phases 6-8; and

**WHEREAS**, Marathon County and the Town of Ringle settled upon mediated terms for the various facets of the amended siting agreement and Marathon County wishes to begin conducting operations at Bluebird Ridge Recycling and Disposal Facility Phase 6-8 and cannot do so without formal approval of the amended siting agreement by the county board of supervisors; and

**WHEREAS**, the Town of Ringle board of supervisors will independently approve the amended siting agreement and mediated terms; and

**WHEREAS**, the Solid Waste Management Board has reviewed and approved the amended siting agreement; and

**WHEREAS**, the Environmental Resource Committee has also reviewed and approved the amended siting agreement.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDAINED** that the Board of Supervisors for the County of Marathon does hereby approve the attached Amended Siting Agreement Between Marathon County and the Town of Ringle for Bluebird Ridge Recycling and Disposal Facility Phases 6-8.

**BE IT FURTHER RESOLVED** that all appropriate officers and administration of Marathon County are hereby authorized and directed to implement the terms and conditions of this resolution.

Respectfully submitted this \_\_\_\_\_ day of January 2023.

**Solid Waste Management Board**

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**Environmental Resources Committee**

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