



## LAND INFORMATION DEPARTMENT

**Greg Cleereman**  
*Director/Conservationist*

**Timothy Oestreich**  
*Assistant Director*

**Tina Barnes**  
*Property Lister*

**Paul Klose**  
*Mar-Oco Landfill*

### AGENDA

#### MAR-OCO LANDFILL COMMITTEE

**DATE:** Friday – December 8<sup>th</sup>, 2017  
**TIME:** 9:00 a.m.  
**PLACE:** Oconto County Courthouse –Building A - Room 1003

1. Call meeting to order
2. Approve agenda
3. Approve minutes of October 20<sup>th</sup>, 2017 meeting. Action, if any.
4. Public Comment - Any person desirous of addressing the Committee on any subject under the Committee's jurisdiction shall first obtain permission from the Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Committee Chairperson.
5. Correspondence. Action, if any. (Any correspondence unless specifically listed below will be for information only)
  -
6. Discuss/consider WDNR October Inspection. Action, if any.
7. Discuss/consider renewing a lease agreement for the N1/2 of the SE1/4 NE1/4 Sec. 34 T32N R19E located in the Town of Stephenson, Marinette County as a potential clay borrow site for the Mar-Oco landfill. Action, if any.
8. Update landfill operations.
9. Review schedule of invoices and/or budget account transfers for October/November 2017.
10. Schedule next meeting
11. Adjourn

Alfred Sauld  
Robert Holley  
Clancy Whiting

Robert Reinhart  
Jim Lacourciere  
Bob Pott

K. Pytleski, Oconto County Clerk  
L. Rymer, Oconto County Board Chair  
Kathy Brandt, Marinette County Clerk

NOTE: Agenda items may not be considered and acted upon in the order listed. Supervisors present at this meeting may constitute an unintended quorum of other County Board Committees. Only Supervisors appointed to the Committee shall participate in action. Others may be present to listen and observe.

If you are an individual with a disability and need a special accommodation while attending this meeting, as required by the Americans with Disabilities Act, please notify the County Clerk, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD #715-732-7760)



## Mar-Oco Landfill Committee

October 20<sup>th</sup> 2017

### Minutes

1. The meeting was called to order by Chairperson Pott at 9:06 a.m. in the scale house of the Mar-Oco Landfill.

Members present:                   Clancy Whiting           Jim Lacourciere           Alfred Sauld  
  Robert Reinhart         Robert Holley            Robert Pott

Others present:                   Teri Taylor, Scale Attendant  
  Paul Klose, Waste Facilities Manager

2. AGENDA

Motion (Lacourciere, Holley) to approve the agenda. Motion carried. No negative votes.

3. MINUTES

Motion (Whiting, Sauld) to approve the minutes of the September 8<sup>th</sup>, 2017 meeting. Motion carried. No negative votes.

4. PUBLIC COMMENT

No public comment

5. CORRESPONDENCE

No Correspondence

6. 3<sup>rd</sup> QUARTER LANDFILL REPORTS

Klose presented the Committee with various landfill reports for the 3<sup>rd</sup> quarter of 2017

7. LANDFILL OPERATIONS

Klose reported that the front steps of the scale house had been reconstructed with the addition of a ramp. The ramp however, is not and was not intended to be ADA compliant. The newly seeded east slope of the active cell (Phase III, increment A) is growing well and survived a 1.5" rain event. The leachate lines were cleaned in both Mar-Oco and the North County Landfills and the report indicated that there were no problems encountered. The cast iron sewage lines leading into and out of the scale house septic tank will soon be replaced with PVC to prevent further clogging problems. The daily cover pile will be replenished by excavating 5' of material from where the pile is currently located. Questions were raised about budget transfers and landfill compaction testing. Klose will research and report at next meeting.

8. INVOICES

The August (\$19,490.38) schedule of paid invoices was distributed for Committee review.

9. NEXT MEETING

Next meeting is scheduled for December 8<sup>th</sup> 2017 at 9:00 a.m. at the Oconto County Courthouse. Building A, Room 1003.

10. TOUR OF LANDFILL

Self-guided.

11. ADJOURN

Motion (Holley, Sauld) to adjourn. Motion carried. No negative votes. (Meeting adjourned at 9:45 a.m.)

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2018 by and between Elizabeth Chapman (formerly known as Elizabeth Osmanski), hereinafter referred to as "Lessor" and the Mar-Oco Landfill Committee, hereinafter referred to as "Lessee."

In consideration of the obligations of Lessee to pay royalty as herein provided and in consideration of the other terms, covenants and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the demised premises, to have and hold the same for the lease term specified herein, all upon the terms and conditions set forth in this Lease.

1. Except as hereinafter stated, the Lessor hereby leases exclusively unto the Lessee the leased property described as the N1/2 of SE1/4 NE1/4 Sec. 34 T32N R19E, located in the Town of Stephenson, Marinette County, Wisconsin, for the sole purpose of excavating and removing clay. The Lessee shall have access to the premises to conduct a site investigation in accordance with the Wisconsin Administrative Code NR504.075.
2. The Lessor retains unto itself the use of the premises for logging, farming and recreation. If the Lessor decides to farm the proposed borrow area, the Lessee shall not be responsible for loss of crops destroyed as a result of the site investigation or excavation and removal of clay from the premises.
3. The Lessor is responsible for payment of property taxes.
4. The Lessor shall provide the Lessee with access to the east side of the leased area over the existing driveway off of Osmanski Lane to a farm road which runs north of the existing corn crib.
5. The Lessee during hauling activities shall maintain the driveway, included but not limited to dust control and grading, and shall restore such driveway back to original condition within 30 days after the hauling activities are completed.
6. The term of this lease shall be for 3 years, commencing March 23, 2018 and terminating March 22, 2021. The Lessee may terminate this lease by giving the Lessor a 60-day written notice. However termination of the lease will not release the Lessee from completing all restoration activities.
7. Lessee shall not be required to excavate and remove any clay from the property.
8. Lessor shall allow the lessee to create a sediment pond for the discharging the water from the borrow pit dewatering activities. Said borrow pit shall be reclaimed as part of the site reclamation activities.
9. In the event Lessee elects to remove clay from the property, the Lessee shall at its own expense strip and remove the topsoil and other overburden from the clay and stockpile the same on the leased property and shall be used for restoration of the site.

10. In the event Lessee elects to remove clay from the premises, Lessee shall notify Lessor not less than fourteen (14) days prior to the removal so as to give the Lessor an adequate opportunity to ensure the removal complies with the terms of this agreement. Lessee's notice to Lessor shall provide reasonable specifications as to the manner and location on the premises within which the removal is to take place. After clay is removed from the leased premises, the same shall be graded by the Lessee at Lessee's sole expense so as to maintain a side slope not to exceed 3 to 1 and otherwise allow for proper drainage of the premises.
11. The Lessee shall be responsible for compliance with all Local, County, State or Federal regulations for construction, operation, or closure of the borrow site.
12. An annual payment of \$1500.00 (One Thousand Five Hundred Dollars) per year shall be paid to the Lessor for each year of the lease. Such payment shall be made within 30 days of the anniversary date of this lease. The first payment shall be within 30 days after the execution of this lease.
13. The Lessee will pay the lessor \$2.00 (Two Dollars) per cubic yard for all clay removed. The Lessee shall pay the Lessor within sixty (60) days after the actual amount of excavated clay is determined by the Lessee based on cross-sections of the borrow site prior to and after removal. The Lessor may conduct at its expense its own cross-sections of the proposed borrow area to confirm the quantity of clay removed.
14. This Agreement shall be binding upon the heirs, successors, legal representatives and assigns of the parties.
15. No provision of the Agreement shall be interpreted for or against any party because that party or that party's attorney drafted this Agreement.
16. The Lessee shall save, keep, hold harmless and indemnify the Lessor from any claims, demands, or judgements resulting from the activities of the Lessee, its agent(s) and/or contractor(s).
17. This lease represents the entire agreement between the parties and shall not be modified in any way except in writing signed by each of the parties.
18. Any notices required or permitted under the terms of this lease shall be deemed sufficient if served personally or sent by first class mail to the parties at the following addresses:

**Lessor:**

Elizabeth Chapman  
N6701 Osmanski Lane  
Crivitz, WI 54114

**Lessee:**

Mar-Oco Landfill  
1926 Hall Ave  
Marinette, WI 54143

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth below.

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Elizabeth Chapman

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named and, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, County, WI  
My Commission Expires:

In Presence of:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Paul Klose, Waste Facilities Manager  
Mar-Oco Landfill

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named and, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, WI  
My Commission Expires:

Mar-Oco Landfill Invoices October and November 2017

VENDOR NAME	ACCOUNT DESC	AMOUNT	FULL DESC	INVOICE DATE
CRIVITZ FEED MILL	GROUNDS MAINTENANCE	\$ 91.00	RYE FOR SEEDING	09/14/2017
WI PUBLIC SERVICE	UTILITIES	\$ 281.14	ACT 2219411172-00000 08/24/17-09/24/17	09/25/2017
OCONTO UTILITY	PURCHASE OF SERVICE	\$ 1,792.39	ACT# 010-2262-00 Leachate Treatment	09/25/2017
CELLCOM	TELEPHONE	\$ 44.27	CELLCOM ~ Cell Phone	09/29/2017
MILLERS ACTION OFFIC	OFFICE SUPPLIES	\$ 120.99	MILLERS ACTION OFFICE ~ Toner Cartridge for Landfi	09/29/2017
PIGGLY WIGGLY #282	OFFICE SUPPLIES	\$ 17.17	PIGGLY WIGGLY #282 ~ Office Supplies	09/29/2017
FABICK RENTS	EQUIPMENT MAINTENANCE	\$ 57.70	CUSTOMER #16350-4 BRANCH #6 - FILTER FOR LOADER	10/01/2017
AYRES ASSOCIATES	IMPROVEMENTS OTHER THAN BLDGS.	\$ 1,057.08	INV#170993 PROJ 19-0660 LANDFILL ENGINEERING	10/02/2017
CENTURYLINK	TELEPHONE	\$ 154.12	ACT #301549117 BILL PERIOD 10/03/17-11/02/17	10/03/2017
UNITED MAILING SERVI	POSTAGE	\$ 33.32	CUSTOMER ID: MARINET001 POSTAGE SEPT '17	10/06/2017
SUPERIOR JETTING	PURCHASE OF SERVICE	\$ 5,850.69	JOB: JET LEACHATE COLLECTION PIPES	10/09/2017
FULL SERVICE ORGANIC	PURCHASE OF SERVICE	\$ 7,400.74	LECHATE HAULING SEPT 2017	10/10/2017
WI DNR ENVIRONMENTAL	PURCHASE OF SERVICE	\$ 29,500.90	RECYCLING & LICENSE FEE SURCHARGE REPORT & INVOICE	10/11/2017
GAN*WI NEWSPAPERS-CC	ADV/BIDS/NOTICES	\$ 39.66	GAN*WI NEWSPAPERS-CCC ~ Mar-Oco Budget Public Hear	10/13/2017
BAY INDUSTRIES	PURCHASE OF SERVICE	\$ 7,305.15	BAY INDUSTRIES ENVIRO TIRE - Tire Removal Fee	10/13/2017
MENARDS MARINETTE WI	BUILDING MAINTENANCE	\$ (70.89)	MENARDS MARINETTE WI ~ Return of Ramp supplies not	10/13/2017
MENARDS MARINETTE WI	BUILDING MAINTENANCE	\$ 293.08	MENARDS MARINETTE WI ~ Mar-Oco Ramp Supplies	10/13/2017
J & R AUTO PARTS	EQUIPMENT MAINTENANCE	\$ 50.80	J&R AUTO PARTS ~ Grease gun, Hydraulic part & Hose	10/13/2017
OCONTO UTILITY	PURCHASE OF SERVICE	\$ 1,020.36	ACT# 010-2262-00 Leachate Treatment	10/20/2017
WI PUBLIC SERVICE	UTILITIES	\$ 238.79	ACT 0403115552-00001, 00002	10/25/2017
HOMEPOT.COM	BUILDING MAINTENANCE	\$ 33.36	THE HOME DEPOT #2775 ~ Furnace Filter for Scale House	10/27/2017
CRIVITZ FEED MILL	EQUIPMENT MAINTENANCE	\$ 67.94	CRIVITZ FEED MILL ~ Grease & DEF Fluid for 926 Loa	10/27/2017
MARINETTE CO CLERK	POSTAGE	\$ 6.86	POSTAGE DUE OCTOBER 2017	10/31/2017
CELLCOM	TELEPHONE	\$ 49.31	CELLCOM ~ Acct #002-01530076 October Cell Phone Bi	11/03/2017
CENTURYLINK	TELEPHONE	\$ 154.12	ACCT # 301549117, 11/03/2017-12/02/2017	11/03/2017
BP#3333069NORTHLANDQ	GAS/OIL/FLUIDS ETC	\$ 29.48	BP#3610508WAUSAUKEEQPS ~ Fuel for 926 Loader	11/03/2017
HOMEPOT.COM	BUILDING MAINTENANCE	\$ (33.36)	THE HOME DEPOT #2775 Return of Furnace Filter	11/03/2017
DAMA PLUMBING & HEAT	BUILDING MAINTENANCE	\$ 27.38	DAMA PLUMBING & HEATING ~ Furnace Filter	11/03/2017
CRIVITZ FEED MILL	EQUIPMENT MAINTENANCE	\$ 112.78	CRIVITZ FEED MILL ~ 926 Loader	11/03/2017
CRIVITZ FEED MILL	EQUIPMENT MAINTENANCE	\$ 74.75	CRIVITZ FEED MILL ~ valve etc	11/03/2017
UNITED MAILING SERVI	POSTAGE	\$ 32.37	CUSTOMER ID: MARINET001 - POSTAGE	11/06/2017
FULL SERVICE ORGANIC	PURCHASE OF SERVICE	\$ 9,002.87	OCTOBER 2017 LEACHATE HAULING	11/07/2017
BAY INDUSTRIES	PURCHASE OF SERVICE	\$ 1,787.15	BAY INDUSTRIES ~ Tire Recycle	11/10/2017
PIGGLY WIGGLY #282	OFFICE SUPPLIES	\$ 32.66	PIGGLY WIGGLY #282 ~ Cleaning Supplies	11/10/2017
PIGGLY WIGGLY #282	GROUNDS MAINTENANCE	\$ 15.99	PIGGLY WIGGLY #282 ~ Ice Melt for Sidewalk	11/10/2017
		\$ 66,672.12		