

June 9, 2021

VIA E-MAIL

Attorney Timm P. Speerschneider
DeWitt LLP
2 E Mifflin St Ste 600
Madison WI 53703-2865

RE: Seven Mile Creek/GFL – Committee Response/Counterproposal

Dear Timm:

The Siting Committee held a meeting May 26, 2021. Rather than redline and change the text in the draft agreement you provided, the points below summarize and outline the main content of the Committee's counterproposals coming from that meeting.

Green for Life's website proudly declares, "We strive to operate our landfills with minimal and, where possible, beneficial impact on surrounding environments. . . ." GFL proceeds to state, "The health and safety of our employees, customers, and the communities we serve *is our number one priority*, and incorporated into every stage of what we do." (emphasis added). GFL also states they "encourage greater environmental responsibility and allow our customers and the communities we serve to be Green For Life."

The Committee and the community have not seen, are waiting for, and are expecting GFL's public commitments to local communities to not be window dressing, but to be memorialized in the Siting Agreement.

The Committee was greatly displeased with GFL's "note" added to the pollinator and solar panel section that the "Operator is not in the power generation business." Setting aside for the moment that this landfill generates methane, previously generated power from that methane for a local co-op, and that GFL's website boasts about its gas to energy landfills, the Committee viewed that comment as very tone deaf as to the business that GFL is in and the responsibilities they have to the community. Not only is GFL in the landfill business, but as a long-term property owner who has decades-long closure obligations, GFL is also in the environmental and land stewardship business. It is time for GFL to be a responsible corporate citizen, "practice what they preach," and make firm, substantive commitments that protect the community for the life of the landfill and beyond.

With that said, below are the outlined proposals as part of a package deal:

- Tonnage Fee. As part of a conditional package proposal, the Committee is significantly reducing their previously requested tonnage fee increase, from \$3.35 to \$2.35 per ton. This reduced figure is below comparables, but is a concession the Committee is making to obtain all of the protections in the other parts of their proposals.
- Sociological Payment. Keep the annual payment at \$1,500, expand the radius to 1 mile from the outer landfill boundary (to be clarified with an exhibit), and include an annual CPI increase to the \$1,500 payment.

- Property Value Protection Plan and Purchase Agreement. The proposal is modified to include a radius of 1 mile from the outer landfill boundary (to be clarified with an exhibit) and is narrowed regarding the types of property covered. Instead of applying to residential, agricultural, or vacant land, the Plan will only apply to owner-occupied residential and owner-occupied residential-agricultural properties (e.g., a farm with a connected residence).
- Stewardship Proposals.
 - Height. The Committee proposes a height limitation on the landfill at the maximum permitted height as authorized by the WDNR in their approval for the current vertical expansion. The language would be modeled after the Rodefill landfill agreement (language attached).
 - Composting Tonnage for Public Institutions/Composting Encouragement. To reduce the amount of waste entering the landfill itself, include a composting allowance for public institutions. The guarantee would be similar to the street sweeping tonnage provision for the City and County, but broad enough to include all public institutions (e.g., schools, universities) to provide compostable waste at GFL's composting facilities. As part of Green For Life's commitments to the environment, are they also including or encouraging a composting option for residential customers?
 - Limit from Minnesota. The Committee is seeking a voluntarily-reached, reasonable cap on the waste brought in from Minnesota. Minnesota trash is filling up this Wisconsin landfill and accelerates GFL's need for additional expansions.
- Other Miscellaneous Items.
 - Provide an annual summary of the water monitoring data to the Standing Committee, e.g., a graph showing constituent levels compared to applicable regulatory limits.
 - Standing Committee membership will be required to have one member who lives within one-half (1/2) mile of the landfill.

Thank you again for your time and attention to this matter and we look forward to reaching a final agreement regarding the same. I understand you will be out of the office from June 10-20, but the Committee requests a substantive response by July 1 to the above items that embraces GFL's commitment to environmental and community stewardship.

Very truly yours,

WELD RILEY, S.C.



Anders B. Helquist

cc: Jessica Janssen, Town of Seymour (via e-mail)
Stephen Nick, City of Eau Claire (via e-mail)

D. HEIGHT LIMITATIONS

The maximum final design elevation of the Solid Waste Facility shall be 999.6 feet above mean sea level (MSL). There shall be no vertical expansion above the maximum design elevation without renegotiation of this Agreement. This shall not prevent Dane County from obtaining approval from WDNR for intermediate waste grades to be up to 5% higher than final waste grades when compared to the total depth of waste at a given location.

E. FINAL USE

The final use of the original and expansion fill areas and other related areas as described below upon Final Closure shall be as a nature conservancy area subject to the following terms and conditions:

1. The nature conservancy area shall include the original and expansion fill areas, on-site storm water detention facilities and areas required for monitoring, leachate storage and removal or maintenance of the closed landfill.

2. No buildings, structures or storage of any kind shall be allowed on the nature conservancy area, except those required for monitoring, leachate storage and removal, landfill gas extraction, screening and maintenance of the closed landfill.

3. The County shall, after Final Closure, develop and maintain the original and expansion fill areas to establish the areas as nature conservancy area, subject to reasonable safety and security precautions. The County shall also maintain, repair and provide Long Term Care of the Active Fill Area at the Solid Waste Facility to preserve the Active Fill Area, insofar as possible consistent with the requirements of the Wisconsin Department of Natural Resources, in a natural state as a nature conservancy area, with the maintenance and preservation and replacement of existing vegetation whenever possible. The County reserves the right to limit public access wherever and whenever appropriate.

4. After Final Closure, areas of the conservancy may be used for composting or other waste processing operations.

5. If Dane County is required by Wisconsin Department of Transportation to relocate the landfill entrance and the relocated entrance requires a new location for the scale building, the scale building may be constructed within the conservancy area.

6. The areas of the Rodefild Facility not included within the nature conservancy area, including all existing buildings and structures may be used consistent with the City of Madison zoning.

7. The nature conservancy area as described in this Section is shown as Parcel "A" on Attachment B.