

**12/19/23 Town of Peshtigo Public Hearing and Monthly Board Meeting
Table of Contents**

Page(s)	Item
1-4	Agenda Item #7: Town of Grover recommendation re: 41 Kamm Rd/Kasal Ln intersection, Assistance to the Town of Peshtigo from Senator Wimberger's Office
5-7	Agenda Item #8: 11/21/23 Regular Board Meeting Minutes
8	Agenda Item #9a: Fire Department Report
9	Agenda Item #9b: Constable Report
10	Agenda Item #10: Amendment to October Treasurer Report
11	Agenda Item #11: Treasurer Report
12	Agenda Item #13: Depository Resolution
13-18	Agenda Item #14: Proposed Treasurer Maney Contract
19-24	Agenda Item #15: Town Hall Rental Agreement Proposed Changes, Proposed Town Hall Rental Agreement
25	Agenda Item #17c: WDNR Email Update
26-29	Agenda Item #17e: Qualification as an Innocent Landowner and Enforcement Authority under 2023 Senate Bill 312



Town of Grover

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W5161 Town Hall Road, Peshtigo, Wisconsin 54157

Reference the 41 Kamm Rd/Kasal Ln Intersection located in the Town of Grover, Marinette County, WI:

The Town Board for the Town of Grover, Marinette County, Wisconsin recently approved the following recommendations for the improvement of the intersection of the Highway 41-Kamm/Kasal. The board took into consideration the safety concerns the intersection presents, response by the Grover-Porterfield Fire Department, as well as the economic impact of the intersection.

Therefore the Grover Town Board recommends the following:

The closure of the Kamm Rd connection to Hwy 41, along with the removal of the northbound left turn lane and southbound right turn lane onto Kamm Rd. This would remove multiple points from the intersection and remove the stopping/standing of vehicles in the median, while keeping the median open. This recommendation would not significantly affect emergency response times and would have the least amount economic impact.

Chairman Brad Wyss

Supervisor Katie VanDeWalle

Supervisor Alan Carlson

This recommendation is also supported by the Grover Porterfield Fire Department.

Fire Chief Dan Klimek

12/11/2023

Assistance to the Town of Peshtigo

Town's Request:

- Cost-sharing assistance for \$416,750 in total local costs to match \$1,667,000 in federal funds for a total project amount of \$2,083,750 for the purposes of permanent safe drinking water.

Current Law Options:

- DNR's Safe Drinking Water Loan Program: In a typical loan (including principal forgiveness loan, i.e. grant) cycle, notices of intent to apply are due on October 31st to apply in July of the next year. So while Peshtigo missed the normal financial assistance cycle for the upcoming fiscal year, the DNR has made exceptions for emergency applications to address PFAS in the past cycle, so it's possible they would do it again. The DNR for the next cycle has a little over \$13 million available in the SDWLP just for PFAS, and can use other resources in their hundred million-plus available annually for PFAS as well. Principal Forgiveness is available for smaller community applicants and for certain projects (including certain PFAS-related projects), and if it's a loan, it's offered at below market interest rates. I've been able to verify here that planning is an eligible cost (see page 30 of SDWLP IUP SFY 2024), so this appears to be a viable option with very possible principal forgiveness funding and at the least a very loan interest loan.
 - Additionally, if they are looking to explore sewer service with their drinking water service, they can explore funding from the DNR's Clean Water Fund Program.
- DOA's Community Development Block Grant – Public Facilities Program: I know communities, including those in our area, have received up to \$1 million grant awards under this program for roads, pedestrian access and public utility projects, so it may be a good option to explore. However, their link to the eligibility and match document is broken online, so I'm not 100% sure if non-capital costs (engineering studies, etc.) are eligible costs or if its only capital projects. I also don't know when the next annual grant cycle comes up, but DOA might be able to help.
- Governor's American Rescue Plan Act State and Local Recovery Funds: The Governor absolutely still has money left over in the ARPA pot, but I would recommend checking with LFB or DOA to see if the Town could use federal funds to match their federal grant.
- Supplemental Shared Revenue Payments: While they wouldn't be able to get the full amount of their needed match from the supplemental payments under Acts 12 and 19, they did receive a 113.3% boost for an increase of \$97,100 in 2024 for a total aid payment of \$182,839. If they had concerns about the SDWLP potentially being a low interest loan instead of a grant, or if the CDBG-PF funding requires a local match for a grant, they should be able to cover those costs.

** Both the DNR and DOA options are only available if the Town seeks to establish a community water system/district/utility (sanitary system from the Town or connection to a municipal system). If they are seeking to provide assistance for new individual wells or filtration, these would likely not be options.*

SSA 2 to SB 312 Options:

- Municipal PFAS Grant Program (*all written as Section 8, sub. (2) ...*)
 - (d), Municipal Testing: Assistance to local governments for testing at lands owned, leased, managed, or contracted for by municipalities with a $\leq 20\%$ match requirement.
 - (e), Biosolids or Leachate Disposal: Assistance to wastewater treatment plants and landfills to dispose of biosolids or leachate in facilities that take the contaminated medium, as long as it's not land spread. Would not directly help the Town of Peshtigo government, but would certainly help to prevent future contamination streams.
 - (f), Assistance for Capital Improvements: If the Town would build a treatment plant or distribution infrastructure for potable water, these grants could cover up to $\leq 50\%$ of the costs of capital or debt service costs under the Safe Drinking Water Loan Program. Use of this program would assume that the project cost wasn't covered under principal forgiveness already, but if the full cost wasn't, this could help to further defray costs.
 - (g), Other Municipal Costs: Assistance for other capital or non-capital costs related to PFAS for municipalities not covered by other subprograms, with a $\leq 20\%$ match.
 - In addition to the programs for assistance above, sub. (3) ensures that the DNR may not bring enforcement actions against the Town unless exceedances of a standard (drinking water or wastewater utility exceedances) are found during the testing processes. Until a water system was established, this ensures the Town could seek assistance without worry.
- Innocent Landowner Grant Program
 - Local governments would be eligible in two ways under the Innocent Landowner Grant Program. First, local governments would be eligible as parties themselves for properties they own, lease, manage, or contract for. Second, local governments would be eligible as a party acting on behalf of multiple eligible persons (such as their residents). Each eligible party, when it's the municipality or others, has their awards capped at \$250,000, but if the municipality is acting on behalf of multiple eligible persons, it's \$250,000 each.
 - The most likely eligibility criteria for the eligible parties relevant to the Town government would be under sub. (3) (e), a person with defined property interests in a property which has contamination that did not originate on the property.
 - Grants may be used for numerous purposes, including deep water wells and/or filtration systems if individual well replacement is the desired path, or interconnection to a municipal water supply if that is the chosen path (defrays costs to homeowners for their connection from the curbstop to the home, which are not typically municipal costs). The DNR may not require grant awards to have greater than a 5% match requirement.
- Additional Assistance Available
 - Sections 2 and 13, PSC Certificate of Authorization (CA) Reviews: While a whole new treatment and distribution system will be pricy, this section exempts municipalities from reviews under \$2 million to address PFAS contamination, with conditions. For example, if the Town of Peshtigo built their sanitary district system, but later an intake or well began showing additional PFAS detections which were not anticipated, treatment systems could be added to an intake or well head without PSC approval – saving time and costs.

- Sections 3 to 5, Environmental Improvement Fund Priorities: Communities considered 'small and disadvantaged' are given special treatment within the SDWLP and CWFP, including better access to principal forgiveness funding. If their pre-development work found the best option to be connection to the Peshtigo municipal water system, the applicant, likely the City of Peshtigo, may not be considered small and disadvantaged, increasing the financing costs (interest rates) and reducing the likelihood of grant funds. The changes in these three sections are meant to ensure that, to the extent allowed by federal law, places like the Town of Peshtigo seeking municipal utility service extension are judged in a small and disadvantaged analysis by the area of the extension of service, not by the area currently being served by the municipal utility. While a sanitary district system may end up being their best option, if municipal interconnection is chosen, this will help the Town of Peshtigo increase the likelihood of lower local costs for the system.
- Sections 6, 7 and 10, Private Well Projects: If pre-development work finds that assistance with private deep water wells is a more feasible or acceptable path versus a community water system, the changes in the Well Compensation Grant Program and the creation of the Innocent Landowner Grant Program will provide immense assistance to homeowners.
- Section 9, sub. (3), Public Works Projects Protections: As has been experienced to the north in Marinette, public works projects where municipal utility piping is exposed may lead to exposed groundwater as well. While the municipality didn't cause the contamination, the DNR has been forcing the removal, transportation and treatment of that water during these crucial utility projects. This clause would give the Town of Peshtigo some protections to try and prevent the need for hundreds of truckloads of groundwater to be hauled and treated as the water system piping is being laid in the ground for connection, potentially reducing the cost of the project by millions of dollars.
- Section 14, sub. (2), Response and Remedial Actions: Contaminated soils on farm fields will continue to cause treatment challenges for a new water treatment system for decades to come. If JCI/Tyco isn't held responsible for cleaning up any or all of the contaminated fields, the PFAS will continue to leach into groundwater and runoff into surface waters, impacting the intake or withdrawal options for a new system without massive infrastructure and operational costs. This clause requires the DNR to begin working on cleaning up these fields or other sites with contamination but without a responsible party, helping to ensure that ongoing costs of years and decades to come are being controlled.
- Section 14, sub. (3), Testing Laboratories: The lack of certified testing labs in the state for PFAS means that costs for testing are up and the timeline to receive tests may be slower than desired. This clause helps to get more labs certified to test for PFAS and helps with the cost of purchasing new equipment, both of which can drive down the costs of testing during the pre-development, construction, and operations phases of the project.

** Many of these potential assistance measures would depend on their phase in the project (pre-development, development, or operations), and would depend on the type of project (town sanitary district system (bulk purchase or owned treatment), connection to municipal system, or individual wells).*



Tuesday, November 21, 2023 MINUTES

PUBLIC HEARING

6:30 p.m.

SPECIAL TOWN MEETING OF ELECTORS

Immediately Following Public Hearing

REGULAR BOARD MEETING

Immediately Following Special Town Meeting

- 1) Call to order: **Chairperson Friday** called the meeting to order at 6:30pm.
- 2) Pledge of allegiance
- 3) Roll call: **all present**
Chairperson Friday, Supervisor Coble, Supervisor Wortner, Supervisor Furton, and Supervisor Joy.

PUBLIC HEARING: Chairperson Friday called the hearing to order at 6:32pm.

- 4) Proposed 2024 Budget
(in-person attendees will be given an opportunity to address the board, for those unable to attend in person questions/comments received via email to topclerk@townofpeshtigo.org or delivered to Town of Peshtigo Town Hall at W2435 Old Peshtigo Road, Marinette WI 54143 IF received by 4 p.m. on November 21, 2023 will be addressed)

SPECIAL TOWN MEETING OF ELECTORS: Called to order by Chairperson Friday at 6:56pm.

- 5) Approval of the 2023 Town Tax Levy to be collected in 2024: **Residents Marsha Rettke** motion to approve the 2023 Levy/Second by **Scott Beatty**. Majority vote yes. **Daryl Joy** motion to end the Special Town Meeting of Electors at 7:05pm/Second by **Janice Wortner**. Majority vote yes.
(limited to in-person Town of Peshtigo eligible voters)

REGULAR BOARD MEETING:

- 6) Verification of proper notice: **Chairperson Friday** verified.
- 7) Approve agenda: **Wortner** motion to approve agenda/Second by **Coble**. **Furton** opposed. Motion carried with 4 yes votes.
- 8) Public comment, limited to 15 minutes overall *(in-person attendees only, limited to 3 minutes per person with no time donations from others, agenda items only)*, please be prepared to state name & address before speaking
 - a. **Trygve Rhude** spoke on his beliefs of public comment and importance and need for it.
 - b. **Amber Lynwood** spoke on the benefit of having effective, better public comment.
 - c. **Cindy Baur** spoke on agreeing with Rhude and the use of board member cell phones.
 - d. **Kayla Steeber** spoke on public comment, state funding, and home water treatment systems.
- 9) Announcements
 - a. Chief Election Inspector Archambault and Clerk Okins attended Badger Books training
 - b. Town Annual Christmas Party: **Following our December 19, 2023 Regular Monthly Board Meeting. All residents are welcome and encouraged to bring a dish to pass.**
 - c. Other: **Per Robert's Rule, "Unanimous Consent"** can be used as a method of board members voting.
- 10) Minute approval – 10/17/23 Special + Regular Board Meeting: **Approved via unanimous consent.**



11) Reports

- a. Marinette County Board: **Trygve Rhude** updated that the Marinette County Library system has surpassed **14,000 library cards**. He also mentioned there will be active shooter training at the County Courthouse, so the building will be closed on February 9th from 2-4:30pm. The County is in early discussions about post **2024 roadwork** and talking of a potential increase to taxes.
- b. Fire Department: **Assistant Chief Seils** gave report.
- c. Constable: **Chairperson Friday** gave report.

12) Treasurer Report/Investment Report/Budget YTD vs Actual/Budget Amendments: **Approved via unanimous consent.**

13) Approve vouchers & payment of bills: **Approved via unanimous consent.**

14) Amend and/or approve proposed 2024 budget: **Wortner motion to approve the proposed 2024 budget/Second by Coble. Motion carried with 5 yes votes.**

15) Proposed amendment to Ordinance Sec 2-134: **Furton motion to reject changes to section b(2)/no second. Motion failed. Coble motion to table until January board meeting/Second by Joy. Motion carried with 5 yes.**

16) Closure of Roosevelt Road from University Drive to Rader Road for the 3rd Annual Bellin 5K Heart Run 4/27/24: **Coble motion to approve/Second by Furton. Motion carried with 5 yes votes.**

17) Appointment of Wendel Johnson to Plan Commission as Alternate, oath to be taken within 5 days of notification: **Approved via unanimous consent.**

18) Appointment of Becca Archambault as Chief Election Inspector, term 2024-2025: **Coble motion to approve/Second by Furton. Motion carried with 5 yes.**

19) Appointment of Election Inspectors, term 2024-2025: **Coble motion to approve the presented list/Second by Furton. Motion carried with 5 yes.**

20) Comprehensive Plan Update Scope of Services & Cost Proposal from Bay Lake: **Coble motion to approve the quote of \$14,999/Second by Joy. Motion carried with 5 yes votes.**

21) Town Advocacy Council Membership: **Coble motion to approve the annual membership at \$993.50/Second by Joy. Motion carried with 5 yes.**

22) Building Inspector/Zoning Administrator Contract: **Joy motion to approve ProCheck Inspections (Bryan Lauritzen) to start as Building Inspector beginning 01/01/2024 (or sooner if needed) as well as give Tom Smith a 30-day notice/Second by Wortner. Motion carried with 5 yes votes.**

23) Annual Newsletter: **Coble motion for Clerk to prep the newsletter for approval at the December board meeting, to allow for mailing in January/Second by Wortner. Motion carried with 5 yes.**

24) PFAS Contamination

- a. Thriving Earth Exchange Update: **Free resident test are in progress. No results at this time.**
- b. Tyco/JCI Update: **Increased requested wells from 98 last month to 106 this month. Queued number of installs has increased from 78 last month to 83 this month.**
- c. WDNR Update: **Tyco's details/updates are congruent with DNR's. They have provided a map of deep monitoring wells, and announced that the next listening session will be in Spring 2024.**



- d. \$1.667 million Federal Grant Funds, UW Grant Writing Team Update, Supervisor Furton: **Furton confirmed the EPA funds are earmarked for the Town. Furton motion to send letters to our State Representative Elijah Behnke, State Senator Eric Wimberger, and Governor Evers in efforts to secure cost-share funds/Second by Coble. Motion carried with 5 yes votes.**

25) Ad hoc Committee Updates:

- a. CDBG-CV – Chairperson Friday, Treasurer Maney
 - i. Town Hall Improvement Update, Chairperson Friday, Supervisor Coble: **Coble updated that there's a standstill on bids due to the prior board and engineers having the incorrect power phase, therefore there's a delay for redesign.**

26) Standing Committee Updates:

- a. Buildings & Grounds – Chairperson Coble, Vice Chairperson Joy
 - i. Shore Drive/Leaf Road Bay Access Update, Chairperson Friday: **Chairperson Friday stated we received 234 signatures on a petition at the last board meeting. Town Attorney highly advised against using "use at your own risk" signage. Chairperson Friday asked Furton to work on grants for improving the launch/park. Furton declined, as she wants to avoid potential of a quorum, but can offer a list of grants for a board member to pursue. Chairperson Friday will look into grants.**
- b. Recycling Center – Chairperson Coble, Vice Chairperson Wortner: **Coble stated that bulbs, batteries, etc are scheduled for pickup next week. He is researching more cost-effective ways to dispose of electronics. Joy stated that he will donate a truck tarp to cover electronics.**
- c. Roads & Ditches – Chairperson Wortner, Vice Chairperson Joy
 - i. LRIP Old Peshtigo Road: **As of 11/13/2023, we received LRIP with matching funds.**
 - ii. Delmore 2024 Proposal: **Wortner motion to approve, with invoice received in January/Second by Joy. Motion carried with 5 yes.**

27) Upcoming Meetings:

- a. Special Board Meeting – Thursday, December 7, 2023 at 10 a.m.
- b. Regular Monthly Board Meeting – Tuesday, December 19, 2023 at 7 p.m. with Christmas Party to Follow

28) Adjournment: **Wortner motion to adjourn at 8:28pm/Second by Joy. Motion carried with 5 yes.**

Kayla Okins, Clerk 12/07/2023

**Town of Peshtigo Fire Department Report to the Town Board
December 19, 2023**

4 Calls since the November 21st, 2023 Monthly Town Board meeting:

11/23/23	W1882 Rader Road, Tree Down on Electrical Lines
11/30/23	U.S. Hwy 41 at the Wayside, Vehicle Crash with Extrication
12/05/23	1833 Wisconsin St., Marinette, House Fire (MABAS Assist)
12/06/23	129 Railroad St., Stephenson, MI, Building Fire (MABAS Assist)

Apparatus and Equipment Status:

- Brush 1 – Oil and filter changed.
- Brush trucks and small pumps have been winterized.

Training:

- Joint Ice Rescue training was conducted with the City of Peshtigo Fire Department. 14 town firefighters attended.
- Six firefighters attended Electric Vehicle training sponsored by the Marinette County Fire Association and put on by the EV Safe Foundation at Middle Inlet.

Fire Prevention and Education:

- Bi-annual fire inspections are being wrapped up this week for approximately 70 town businesses and places of public assembly.
- Free smoke alarms are still available for installation at households within the Town of Peshtigo.
- One newspaper interview conducted with the Eagle-Herald focused on home fire safety during the holidays.

Other/Personnel:

- We received an official “turn-down” notification from FEMA that our Assistance to Firefighters Grant application for replacing 10 air packs will NOT be funded.
- Lindsay Blok, a Town of Peshtigo resident, has been hired as a probationary firefighter.
- Our current roster stands at 21 volunteer firefighters. We are accepting applications.

Mike Folgert
Fire Chief



November 2023 Constable Report

- 11/02/2023 Camper complaint on Pond Road.
- 11/15/2023 Deer hunting complaint on County BB. Referred to the DNR.
- 11/22/2023 Junk cars complaint on Rader Road.
Easement complaint on County B, still ongoing.
- 11/27/2023 Light pollution complaint.
- 11/30/2023 Tent/dwelling complaint on Heath Lane.

The TOWN OF PESHTIGO *Welcomes You*

TREASURER'S REPORT

9/30/2023

AMMENDED

MONTHLY ACTIVITY	8/31/2023	9/30/2023
BMO Checking	\$ 35,104.44	\$ 77,447.51
BMO Platinum Business MM	\$ 50,646.14	\$ 28,046.57
BMO Payroll Checking	\$ 4,323.37	\$ 5,187.54
PNB Checking - CDBG	\$ 8.71	\$ 8.71
Change Fund	\$ 215.00	\$ 215.00
Receipts	\$ 182,860.97	
Disbursements	\$ 203,468.64	
Transfers		
Undeposited Funds		
TOTALS	\$ 90,297.66	\$ (20,607.67) \$ 110,905.33

LOCAL INVESTMENTS

	Due	8/31/2023	9/30/2023
Stephenson National (FD)	11/22/2023		
Stephenson National (RD)	11/22/2023	\$ 158,644.36	\$ 158,644.36
Stephenson National (CO)	11/22/2023	\$ 105,762.89	\$ 105,762.89
BMO CD Fire Dept.		\$ 150,000.00	\$ 150,000.00
TOTAL		\$414,407.25	\$414,407.25

LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

	8/31/2023	9/30/2023
Fire Dept. Equip.	\$ 255.60	\$ 254.44
Roads	\$ 93,575.35	\$ 23,750.81
Capital Outlay-Mach. & Equip.	\$ 70,271.44	\$ 70,580.39
Recycling	\$ 11,649.31	\$ 11,700.53
ARPA	\$ 145,848.58	\$ 146,848.58
TOTAL	\$ 321,600.28	\$ 253,134.75

TOTAL INVESTMENTS **\$667,542.00**

TOTAL CASH & INVESTMENTS **\$ 778,447.33**

Jodi Maney

Treasurer

toptreasurer@townofpeshtigo.org



TREASURER'S REPORT
11/30/2023

MONTHLY ACTIVITY	10/31/2023	11/30/2023
BMO Checking	\$ 46,481.88	\$ 52,393.16
BMO Platinum Business MM	\$ 35,115.35	\$ 205,104.80
BMO Payroll Checking	\$ 11,052.90	\$ 10,945.67
PNB Checking - CDBG	\$ 8.71	\$ 8.71
Change Fund	\$ 215.00	\$ 215.00
Receipts	\$ 246,817.39	
Disbursements	\$ 422,610.89	
Transfers		
Undeposited Funds		

TOTALS	\$ 92,873.84	\$ (175,793.50)	\$ 268,667.34
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LOCAL INVESTMENTS

	Due	10/31/2023	11/30/2023
Stephenson National (FD)	11/22/2023		
Stephenson National (RD)	11/22/2023	\$ 106,635.42	\$ -
Stephenson National (CO)	11/22/2023	\$ 159,953.16	\$ -
BMO CD Fire Dept.		\$ 151,892.67	\$ 151,892.67
BMO CD			\$ 266,588.58
TOTAL		\$418,481.25	\$418,481.25

LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

	10/31/2023	11/30/2023
Fire Dept. Equip.	\$ 255.60	\$ 256.73
Roads	\$ 23,859.05	\$ 23,964.78
Capital Outlay-Mach. & Equip.	\$ 70,902.05	\$ 71,216.24
Recycling	\$ 11,753.85	\$ 11,805.94
ARPA	\$ 138,601.39	\$ 139,215.58
TOTAL	\$ 245,371.94	\$ 246,459.27

TOTAL INVESTMENTS	\$664,940.52
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TOTAL CASH & INVESTMENTS	\$ 933,607.86
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Jodi Maney
Treasurer
toptreasurer@townofpeshtigo.org

**TOWN OF PESHTIGO
MARINETTE COUNTY, WISCONSIN
RESOLUTION NO: 2023-12-01**

**RESOLUTION DESIGNATING ADDITIONAL DEPOSITORIES FOR
THE TOWN OF PESHTIGO**

The Town of Peshtigo, Marinette County, Wisconsin, RESOLVED, that BMO Bank of Peshtigo, Peshtigo National Bank of Peshtigo, Farmers & Merchants Bank of Marinette, Nicolet National Bank of Marinette, and Associated Bank of Marinette are qualified as public depositories under Ch 34, WI Stats., and are hereby designated as depositories in which funds of the Town of Peshtigo may from time to time be deposited.

ADOPTED ON THIS 19th DAY OF DECEMBER 2023

Jennifer Friday, Chairperson

ATTEST: Kayla Okins, Clerk



TOWN OF PESHTIGO TOWN TREASURER CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the TOWN OF PESHTIGO, a body corporate and politic existing pursuant to the laws of the State of Wisconsin hereinafter called the "Town" as party of the first part, and Jodi Maney hereinafter called "Employee" as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to enter into contract with the current Town Treasurer of the Town of Peshtigo under the authority granted to Towns pursuant to Wisconsin State Statutes; and,

WHEREAS, Employee desires continued employment as the Treasurer of the Town.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1. EMPLOYMENT

Town hereby agrees to continued employment of said Employee as Town Treasurer of the Town to perform the functions and duties specified herein and to perform such other legally permissible and proper duties and functions as the Board of Supervisors shall from time to time assign.

SECTION 2. TERM

A. The term of Employee's employment shall be for a period of approximately two years from January 1, 2024 through December 31, 2025. The Town Treasurer must be sworn in at the start of any new contract.

B. The Employee serves at the pleasure of the Town's Board of Supervisors and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town's Board of Supervisors to terminate the services of Employee at any time subject only to the provisions of this Agreement and/or as prescribed by law.

C. Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement, except as otherwise may be permitted in writing by the Town. The term "employed", however, shall not be construed to include any occasional part time job performed on the Employee's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the Town. In any event, Employee shall not perform any non-Town related business or employment during regularly scheduled Town work hours without the prior written approval of the Town Chairperson or Vice-Chair if Chairperson is not available.



SECTION 3. JOB DUTIES

The duties of the Town Treasurer shall continue as follows:

- A. All duties of the Town Treasurer as described in Wis. Stat. § 60.34, as may be amended from time to time, Section 2-230 of the Town's Ordinances, as may be amended from time to time, such duties at the lawful direction of the Town Board, and those additional duties described herein and attached hereto, if any.
- B. The Town Treasurer is expected to continue to assist and support Town officials in their duties and to encourage citizen's participation in town government by providing timely information on the town web site and information during board meetings and budget hearings to help citizens understand the governmental process and the business being conducted, and by serving the department in a professional, courteous, and friendly manner to all citizens, business associates and governmental agencies alike.

SECTION 4. COMPENSATION

Compensation for the position of Town Treasurer will be as follows:

1. \$23,000 annual salary for 2024;
2. \$24,000 annual salary for 2025;
3. The employee may be eligible for a \$3000 one-time retention bonus, at the sole discretion of the town board, upon the execution of a new 3-year contract at the end of current contract period to be prorated and added to Employee's salary over the term of the new contract.

The Town will provide Worker's Compensation and Unemployment Compensation, and the employee may further be eligible for Social Security benefits due to his or her employment with the Town. All Town insurance policies shall be in effect for the Town Treasurer position. No other benefits, including without limitation, vacation are provided beyond those listed herein.

SECTION 5. HOURS OF WORK

Although salaried, the expectation is that the Employee's office hours at the Town Hall shall be during normal business hours as may be set from time to time by the Town. Current office hours are from 10:00 a.m. to 2:00 p.m. on Tuesdays and Thursdays of each week. The Town office will be closed on the following holidays if those holidays fall on a day that the Town office would normally be open: New Year's Day, 4th of July, Thanksgiving, Christmas Eve and Christmas Day. It is recognized that Employee will likely need to devote time outside the normal office hours to business of the Town and that said hours are part of the base compensation of the Employee.



SECTION 6. PERFORMANCE EVALUATION

The Town Chairperson and/or the Town Vice Chairperson will make arrangements to review and evaluate the performance of the Employee annually in September in advance of the adoption of the annual operating budget. The Town Board and Employee may define such goals and objectives which they determine necessary for the proper operation of the Town and in the attainment of the Town Boards' policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

SECTION 7. TERMINATION

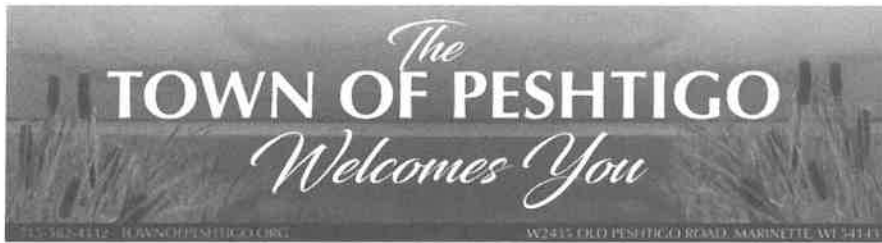
- A. During the term of this Agreement or any renewals thereof, the Employee may be terminated for cause as defined in Wis. Stat. § 17.001. However, this Agreement shall automatically be terminated upon failure of both parties to mutually agree to renew this Agreement at the expiration of any term.
- B. In the event Employee is terminated for "just cause" then the Town's only obligation to Employee is to pay all compensation and benefits accrued but unpaid at the date of termination.
- C. Notwithstanding anything to the contrary herein, either party may terminate this Agreement before the expressed termination date by giving written notice of intention to do so to the Town at least ninety (90) days prior to the effective date of the termination, unless the parties agree otherwise in writing.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town Charter or any other law.

SECTION 9. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the parties herein.
- C. This agreement shall become effective January 1, 2024 upon approval of the Town Board.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement shall supersede and replace any prior verbal or written agreement between the parties.



- F. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS HEREOF, the Town Board of Supervisors has approved this Agreement and has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its Town Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Signatures to follow:

Signed this _____ day of _____, 20_____.

Jennifer Friday, Chairperson

Jodi Maney, Treasurer

Clarence Coble, Supervisor 1

Jimmer Wortner, Supervisor 2

Kayla Furton, Supervisor 3

Daryl Joy, Supervisor 4

Kayla Okins, Clerk Attest



ANNUAL DUTIES OF TOWN TREASURER
(Attachment to Town of Peshtigo Town Treasurer Contract)

Those duties as described in Wis. Stat. § 60.34, Section 2-230 of the Town's Ordinances, such duties at the lawful direction of the Town Board including but not limited to the following:

- Direct, coordinate, carry out and supervise the financial activities for the Town of Peshtigo.
- Provide receipts as required by State law or ordinance.
- Deposit, as soon as practicable, the funds of the Town in the name of the Town in the public depository designated by the Town.
- Manage funds from licensing and provide receipts.
- Manage the loans and bonds as authorized by the Town.
- Provide information to the Board as requested.
- Conduct banking transactions.
- Cosign checks for all funds disbursed.
- Maintain a system of control to notify the Board so that expenditures do not exceed appropriations.
- File accounts payable.
- Review all purchase invoices and ensure their proper encoding in the computer system by chart of accounts.
- Disburse after approval of the expenditure by the Town Board.
- Process payroll checks for distribution.
- Review and process timesheets.
- Provide the Town Board, Chairperson and Department Supervisors timely and informative financial reports on a regular basis and as needed for review of current budget.
- Review and monitor the Town's short and long term investments.
- Retain all public records that are required by Wisconsin statutes and/or Federal regulations.
- Attend all regular Town Board meetings, Annual Town Meeting, Annual Budget Workshop and various training sessions, meetings and seminars as directed by the Town Board.



- Perform all tax collection duties required of the Treasurer.
- Collect tax payments, refund overpayments of taxes, balance tax collections and prepare tax collection reports (if not contracted through the County).
- Make partial and final settlement of State, County, school and vocational school taxes (if not contracted through the County).
- Initiate action to collect delinquent personal property taxes and prepare charge back reports for delinquent personal property taxes not received.
- Comply with mandates and processes as directed by the Wisconsin Department of Revenue.
- Assist Town Clerk and Town Board in preparing the annual operational and capital budget.
- Work closely with the Town Clerk and staff to obtain all information needed for any Town auditors.
- Assist and advise the auditors as needed during any audit review as requested by the auditors.
- Handle financial and tax related correspondence.
- Prepare payment vouchers.
- Prepare deferred compensation reports and payments (if applicable).
- File all employment tax reports and payments to the Federal and State taxing authorities as required.
- Prepare annual W2's and 1099's.
- Prepare annual CT report.

**TOWN OF PESHTIGO
TOWN HALL RENTAL AGREEMENT
W2435 Old Peshtigo Road**

DATE: _____

In consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned renter and Town agree to the rental of space at the Town Hall on the terms set forth below:

RENTER

NAME OF RENTER: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Street	City	State	Zip Code
--------	------	-------	----------

CONTACT PERSON: _____

PURPOSE/EVENT: _____

DATE(S) OF USE: _____ Anticipated Attendance: _____

Start time (including set-up): _____ End Time (including clean-up): _____

USE OF TOWN HALL COMMUNITY ROOM

~~The Town Hall Community Room may only be rented by the following: (1) Town residents/Town businesses, (2) tax exempt not for profit organizations, and (3) governmental entities.~~ The rental fees are set forth below. A completed Rental Agreement shall be required, except no fee or Rental Agreement is required for use by a governmental entity. ~~Supplies are not furnished by the Town.~~ Tables, chairs, refrigerator, microwave, stove and bathrooms are available. Other supplies are not furnished by the Town.

FEES AND CHARGES

~~Rates: Non-Profit Per use (maximum one week) – \$25.00 plus \$25.00 deposit.
For Profit per use (Maximum two days) – \$50.00 plus \$50.00 deposit.~~

Rates: *Town residents must show proof of residency

- Non-Profit (Town residents*) – \$25 for 1 day plus \$5 each additional day, maximum 7 days
- Non-Profit (non-residents) – \$50 for 1 day plus \$5 each additional day, maximum 7 days
- For-Profit (Town residents*) – \$50 for 1 day plus \$10 for additional day, maximum 2 days
- For-Profit (non-residents) – \$100 for 1 day plus \$10 for additional day, maximum 2 days

****Refundable Security Deposit – equal to total charge as listed above

Payment. Renter agrees to pay to the Town Clerk the applicable rental fee and security deposit at the time this Agreement is submitted. Renter may cancel this Rental Agreement by giving written notice to the Town Clerk. ~~The Rental Fee and security deposit will be returned if this Rental Agreement is cancelled by the renter at least one week before the event.~~ The rental fee and security deposit will be returned if canceled prior to the event.

Deductions from security deposit. After the conclusion of the event, the Town will return the security deposit provided the terms of the rental agreement are met, including clean up. If the rental space is not cleaned satisfactorily, the Town may keep all or part of the Security Deposit for any extra cleaning that is necessary. When additional cleanup costs exceed the amount of the Security Deposit renter shall be billed the rate charged to the Town for the extra cleaning. The Town may also deduct from the security deposit for any damages to the rented premises and if the damages exceed the amount of the remaining security deposit, then the Town may bill the renter for the additional cost. Renter shall also be responsible for actual costs, including actual attorney fees incurred, in collecting amounts owed to the Town. Any portion of the security deposit, not used for reimbursement of cleanup costs and/or damages, shall be mailed to the renter within thirty (30) days after the date of the event. An explanation of any deductions will also be provided to renter within that thirty (30) day period.

LIABILITY

Release by Renter. Renter hereby agrees to release the Town from any liability whatsoever concerning the use of Town Hall facilities by the Renter. Renter shall indemnify and hold harmless the Town and its officers, employees, representatives and agents that may come about as a result of the use of the Town Hall facilities by the Renter and from any liability for negligence relating to any injuries, damages or losses arising out of the use of the rented premises under this Agreement. This indemnification shall include legal representation costs and out-of-pocket expenses incurred by the Town in connection with any court action or defense necessary to protect the Town under the terms of this Agreement.

Renter's Liability. Renter shall be responsible for all damages, injuries or losses arising in whole or in part out of any acts and/or omissions of Renter and Renter's guests and invitees regarding the use of the rented premises under this Agreement and shall indemnify the Town against, and hold it harmless from, any liability for such damages, injuries and losses.

RULES

Access. Arrangements must be made with the Town Clerk's office personnel for access to the premises for the event.

Setup and Storage. Set up and/or storage prior to the rental date may be allowed only with approval of the Town Clerk's office personnel.

Wall Decorations. Renter is not allowed to use nails, tacks, staples or any other items that will puncture the walls or paste or tape that will leave marks on the walls.

Snow and Ice Removal. If it has not already been done, Renter shall be responsible for the removal of snow and ice from the walkways at the beginning and during the event.

Parking. Parking shall only be in the designated parking stalls in the Town Hall parking lot.

Compliance. The Renter shall comply with all County and State laws and Town ordinances regarding the use of the premises.

Alcohol. The consumption of alcohol is prohibited on the Town Hall premises.

Smoking. No smoking is allowed at any location on the Town Hall premises.

Responsible Party to remain on Premises. The Renter/responsible party must be present throughout the event.

Pets. No pets are allowed at the Town Hall, except service/support animals that are required to be admitted to public buildings under State and/or Federal law.

Cleanup. Following the event, the rented premises, including the Community Room, bathrooms and hallway, must be promptly restored by renter to the substantially the same condition that the premises were in prior to this rental. Renter should, at a minimum ensure the following:

The floors should be swept and debris removed from the rented premises; Garbage to be bagged and removed from the Premises; All lights to be turned off and doors locked; The key to be returned to the Town offices on Tuesday following the event during normal office hours or shall be put into the mail slot in the Clerk's office door.

Renter is responsible for the cleaning immediately after the event. The event and cleanup by the renter must be completed by the event end time set forth on page 1.

Left or Missing Property. The Town is under no obligation to secure personal property and is not responsible for stolen or missing property. Any item left on the premises after the rental period will be forfeited to the Town if not retrieved by the Renter within seven (7) days.

EACH PARTY HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT.

Rental Fee: _____
Deposit: _____
Total Due: _____

RENTER:

TOWN OF PESHTIGO:

Representative of Renter (town resident)

Representative of the Town

Name: _____
Print

Name: _____
Print

Date: _____

Date: _____



TOWN OF PESHTIGO
TOWN HALL RENTAL AGREEMENT
W2435 Old Peshtigo Road Marinette, WI 54143

DATE: _____

In consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned renter and Town agree to the rental of space at the Town Hall on the terms set forth below:

RENTER

NAME: _____

ADDRESS: _____
Street City State Zip Code

PHONE NUMBER: _____ **E-Mail:** _____

CONTACT PERSON: _____
(If different than listed above)

PHONE NUMBER: _____ **E-Mail:** _____

PURPOSE/EVENT: _____

DATE(S) OF USE: _____ **Anticipated # of Attendance:** _____

Start time (including set-up): _____ **End Time (including clean-up):** _____

USE OF TOWN HALL COMMUNITY ROOM

The rental fees are set forth below. A completed Rental Agreement shall be required, except no fee or Rental Agreement is required for use by a governmental entity. Tables, chairs, refrigerator, microwave, stove and bathrooms are available. Other supplies are not furnished by the Town.

FEES AND CHARGES

Rates: *Town residents must show proof of residency

- Non-Profit (Town residents*) – \$25 for 1 day plus \$5 each additional day, maximum 7 days
- Non-Profit (non-residents) – \$50 for 1 day plus \$5 each additional day, maximum 7 days
- For-Profit (Town residents*) – \$50 for 1 day plus \$10 for additional day, maximum 2 days
- For-Profit (non-residents) – \$100 for 1 day plus \$10 for additional day, maximum 2 days

****Refundable Security Deposit – equal to total charge as listed above



Payment. Renter agrees to pay to the Town office personnel the applicable Rental Fee and Security Deposit at the time this Agreement is submitted. Renter may cancel this Rental Agreement by giving written notice to the Town office. The rental fee and Security Deposit will be returned if canceled prior to the event.

Deductions from Security Deposit. After the conclusion of the event, the Town office personnel will return the Security Deposit provided the terms of the rental agreement are met, including clean up. If the rental space is not cleaned satisfactorily, the Town may keep all or part of the Security Deposit for any extra cleaning that is necessary. When additional cleanup costs exceed the amount of the Security Deposit, Renter shall be billed the rate charged to the Town for the extra cleaning. The Town may also deduct from the Security Deposit any damages to the rented premises and if the damages exceed the amount of the remaining Security Deposit, the Town may bill the Renter for the additional cost. Renter shall also be responsible for actual costs, including actual attorney fees incurred, in collecting amounts owed to the Town. Any portion of the Security Deposit not used for reimbursement of cleanup costs and/or damages shall be mailed to the Renter within thirty (30) days after the date of the event. An explanation of any deductions will be provided.

LIABILITY

Release by Renter. Renter hereby agrees to release the Town from any liability whatsoever concerning the use of Town Hall facilities. Renter shall indemnify and hold harmless the Town and its officers, employees, representatives and agents that may come about as a result of the use of the Town Hall facilities and from any liability for negligence relating to any injuries, damages or losses arising out of the use of the rented premises under this Agreement. This indemnification shall include legal representation costs and out-of-pocket expenses incurred by the Town in connection with any court action or defense necessary to protect the Town under the terms of this Agreement.

Renter's Liability. Renter shall be responsible for all damages, injuries or losses arising in whole or in part as a result of any acts and/or omissions of Renter and Renter's guests and invitees regarding the use of the rented premises under this Agreement and shall indemnify the Town against, and hold it harmless from, any liability for such damages, injuries and losses.

RULES

Access. Arrangements must be made with Town office personnel for access to the premises.

Setup/Storage. Set up and/or storage prior to the rental date may be allowed with prior approval of the Town office personnel.

Wall Decorations. Renter is not allowed to use nails, tacks, staples or any other items that will puncture the walls or paste or tape that will leave marks on the walls.

Snow/Ice Removal. If not already done, Renter shall be responsible for the removal of snow and ice from the walkways at the beginning and during the event.

Parking. Parking shall be limited to designated parking in the Town Hall parking lot.

Compliance. The Renter shall comply with all County and State laws and Town ordinances regarding the use of the premises.

Alcohol. The consumption of alcohol is prohibited on Town Hall premises.

Smoking. No smoking is allowed at any location on Town Hall premises.



Responsible Party to remain on Premises. The Renter/responsible party must be present throughout the event.

Pets. No pets are allowed at Town Hall with the exception of service/support animals that are required to be admitted to public buildings under State and/or Federal law.

Cleanup. Following the event the rented premises, including the Community Room, bathrooms and hallway, must be promptly restored by renter to substantially the same condition that the premises were in prior to this rental. Renter should at minimum ensure the following: floors swept and debris removed from the rented premises, garbage bagged and removed from the premises, all lights turned off, doors locked, key returned to Town office the next Tuesday/Thursday following the event during normal office hours or may be put into the mail slot in the office door. Renter is responsible for the cleaning immediately following the event to be completed by the end time set forth on page 1.

Loss of Property. The Town is under no obligation to secure personal property and is not responsible for stolen or missing property. Any item left on the premises after the rental period will be forfeited to the Town if not retrieved by the Renter within seven (7) days.

EACH PARTY HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT.

Rental Fee: _____
Deposit: _____
Total Due: _____

RENTER

TOWN OF PESHTIGO

Renter or Representative Signature

Town Representative Signature

Printed Name

Printed Name

Date

Date

RE: Town of Peshtigo Update

Sellwood, Alyssa A - DNR <alyssa.sellwood@wisconsin.gov>

Mon 12/11/2023 9:23 AM

To: Town of Peshtigo Chair <topchair@townofpeshtigo.org>

Cc: Thistle, Jodie M - DNR <jodie.thistle@wisconsin.gov>

Good Morning Jennifer,

The DNR does not have any updates for this month, but can relay that JCI/Tyco has shared that its installation of the two additional deep monitoring wells in the town of Peshtigo is complete. JCI/Tyco still needs to complete the geophysical logging to document the geology of the two new wells, and they expect that to be done by a subcontractor in January 2024.

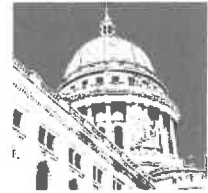
Alyssa Sellwood

Phone: 608-622-8606

Alyssa.Sellwood@wisconsin.gov

Wisconsin Legislative Council

Anne Sappenfield
Director



TO: SENATORS ERIC WIMBERGER AND ROBERT COWLES

FROM: Anna Henning, Principal Attorney, and Benjamin Kranner, Staff Analyst

RE: Qualification as an Innocent Landowner and Enforcement Authority Under 2023 Senate Bill 312, as Amended and Passed by the Senate

DATE: December 4, 2023

This memorandum, prepared at your request, discusses two topics relating to 2023 Senate Bill 312, relating to programs and requirements to address per- and polyfluoroalkyl substances (PFAS), as amended and passed by the Senate (“the bill”).¹ Following a description of relevant current law, the memorandum specifically discusses: (1) the criteria under which an entity may qualify as an “innocent landowner” under the bill; and (2) the Department of Natural Resources’ (DNR) enforcement authority under the bill with respect to a person who recklessly or intentionally causes environmental contamination.

LIABILITY FOR ENVIRONMENTAL REMEDIATION UNDER CURRENT LAW

Wisconsin’s remediation law (part of which is generally referred to as the “spill law” or “spills law”), clarifies liability and regulatory procedures for addressing environmental contamination in the state. Under the remediation law, a person who causes the discharge of a hazardous substance is responsible for remediating the resulting contamination. With some exceptions, a person who “possesses or controls” a discharged hazardous substance, including the owner of land on which a hazardous substance is found, may also be held responsible for remediation.

In practice, DNR may initiate formal remediation requirements by issuing what is known as a “responsible party letter” to a person subject to the environmental remediation requirements. [s. 292.11 (3), Stats.] DNR also may: (1) order certain preventive measures to be taken by any person possessing or controlling a hazardous substance; (2) take actions to directly contain, remove, or dispose of a hazardous substance (and obtain reimbursement from the responsible party for those efforts); (3) issue emergency orders to require responsible parties to act; and (4) enter into agreements containing schedules for conducting nonemergency actions. [s. 292.11 (4) and (7), Stats.]

The remediation law also directly imposes certain requirements on persons who cause, possess, or control a hazardous substance. Specifically, such persons must notify DNR of contamination “immediately.” [s. 292.11 (2) (a), Stats.] Such notifications trigger various remediation requirements and procedures. For example, DNR may conduct monitoring and investigations, and may also require a landowner to take preventive measures. [ss. 292.01 (15), 292.11 (4), and 292.31 (1) (b) 2., Stats.]

¹ On November 14, 2023, the Senate adopted Senate Amendment 1 to Senate Substitute Amendment 2, and the substitute amendment, as amended, on voice votes. The body then voted to pass Senate Bill 312, as amended, on a vote of Ayes, 22; Noes, 11. Further discussion of the bill and the adopted amendments is available in [Legislative Council, 2023 Senate Bill 312, Amendment Memo](#).

For purposes of the remediation law, “hazardous substance” is defined to mean “any substance or combination of substances including any waste of a solid, semisolid, liquid or gaseous form which may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics.” [s. 292.01 (5), Stats.] What constitutes a “hazardous substance” sufficient to trigger remediation requirements is situationally dependent. DNR determines whether a substance is a “hazardous substance” for purposes of the remediation law on a case-specific basis, based on the risk of harm to health and the environment at a particular site.

The remediation law itself does not establish specific, numeric thresholds that apply uniformly to every site. However, once liability is established, the remediation law incorporates existing environmental standards from the state’s groundwater and surface water laws in actions to remediate contamination at a particular site. [See s. NR 722.09 (2) (b) and (c), Wis. Adm. Code.]

INNOCENT LANDOWNER GRANT PROGRAM UNDER THE BILL

The bill establishes an “innocent landowner” grant program, under which DNR may provide grants to certain categories of entities to address various costs² associated with preventing or remediating PFAS contamination. As described in more detail below, the bill prohibits DNR from commencing an enforcement action against an entity that meets the grant program’s eligibility criteria, if the entity gives permission to DNR to remediate the entity’s land at the department’s expense.

Eligibility Criteria

To qualify for an “innocent landowner” grant under the bill, an applicant must fall within one of the following six categories:

- A person that spread biosolids or wastewater residuals contaminated by PFAS in compliance with any applicable license or permit.
- A person that owns land upon which biosolids or wastewater residuals contaminated by PFAS were spread in compliance with any applicable license or permit.
- A fire department or municipality that responded to emergencies that required the use of PFAS or conducted training for such emergencies in compliance with applicable federal regulations.
- A solid waste disposal facility that accepted PFAS.
- A person that owns, leases, manages, or contracts for property on which the PFAS contamination did not originate.
- Any other person or category of persons submitted as a proposed eligible category of persons by DNR to the Joint Committee on Finance (JCF) and approved by JCF under a 14-day passive review process.

An applicant generally must: (1) own, lease, manage, or contract for property that is contaminated by PFAS; or (2) hold a DNR-issued solid waste facility license for PFAS-contaminated property. A person may also apply for a grant on behalf of multiple eligible entities that are located in the same geographic

² Grants may be used to cover costs associated with additional testing; environmental studies; engineering reports; clean drinking water supplies, including temporary potable water, filtration, well replacement, or interconnection to a municipal water supply; remediation costs; and any other cost resulting from landspreading of contaminated biosolids, detection of groundwater contamination events, or other contamination events affecting a particular property.

region and that will be conducting similar activities to address PFAS contamination, provided that the applicant itself will be conducting the activities to address the contamination.

You asked whether a company or other entity that manufactures PFAS would be likely to fall within any of the enumerated categories above. The short answer is no.³ In general, the entities most likely to fall within the eligibility categories listed above include agricultural landowners, wastewater treatment facilities, solid waste facilities, municipal governments, and owners of property near to property on which a discharge occurred. Manufacturers of PFAS are unlikely to fall within any of those categories.

You also asked whether a company or other entity that conducts testing of products that contain PFAS would be likely to fall within any of the enumerated categories. The short answer is that a municipality or fire department that utilized PFAS during an emergency response or while conducting training is eligible for the grant program under the bill. The categories listed above would not otherwise be likely to apply to an entity that conducted testing. In addition, the bill does not affect a state law, created by 2019 Wisconsin Act 101, which generally prohibits the use or discharge of Class B firefighting foam,⁴ if the foam contains intentionally added PFAS. [s. 299.48 (2), Stats.] An exemption to that general prohibition allows the use of such foam for testing purposes. However, for the exemption to apply, the testing facility must implement containment, treatment, and disposal or storage measures established in DNR's administrative rules to prevent discharges of the foam to the environment.

Enforcement Exemption

Under the bill, DNR may not commence an enforcement action (e.g., issuance of an order directing a person to remediate contamination) against a person who meets the eligibility criteria for the innocent landowner grant program, described above, if the person grants permission to DNR to remediate the person's land at DNR's expense. The bill does not require a person to apply for or receive an innocent landowner grant to benefit from the enforcement exemption.

DNR AUTHORITY UNDER THE BILL WITH RESPECT TO RECKLESS OR INTENTIONAL CONTAMINATION

Except with respect to certain limited situations, the bill does not prohibit DNR from taking enforcement action against a person who recklessly or intentionally caused environmental contamination.

Under current law, DNR has various sources of authority to address PFAS contamination, including Wisconsin's remediation law, described above, and various permitting requirements.⁵ Generally, the bill affects DNR's authority under the remediation law in the following four ways:⁶

1. The bill provides the enforcement exemptions described above for persons eligible for the innocent landowner grant program.

³ The last category listed above – additional persons proposed for eligibility by DNR – is a possible exception. However, it seems relatively unlikely that DNR would propose PFAS manufacturers as an additional category of persons eligible for the grant program.

⁴ Class B firefighting foam, also referred to as aqueous film-forming foam, is used to extinguish burning oil, gasoline, and other flammable liquids.

⁵ For more detailed background information regarding sources of authority for state regulation of PFAS in Wisconsin, see Legislative Council, Regulation of Per- and Polyfluoroalkyl Substances (PFAS), Information Memorandum (June 2023).

⁶ The amendments adopted by the Senate significantly narrowed the introduced bill's limitations on DNR authority.

2. For recipients of grants through the “municipal PFAS grant program,”⁷ a separate grant program created by the bill, the bill limits disclosure of certain test results, and it prohibits DNR from requiring a grant recipient to take action under the state’s remediation law unless testing demonstrates that PFAS levels exceed an applicable, promulgated state or federal standard.
3. The bill generally prohibits DNR from preventing, impeding, or delaying a construction or public works project. However, that prohibition does not apply if: (a) the entity proposing the project is responsible for the contamination as a result of conduct that was reckless or was done with the intent to discharge PFAS into the environment; (b) the project poses a substantial risk to public health or welfare; or (c) the federal Clean Water Act specifically requires DNR to act.
4. The bill requires DNR to follow certain procedures when conducting testing on nonstate land pursuant to voluntary consent from the landowner. This requirement could be characterized as a procedural requirement and does not directly affect DNR’s authority to take enforcement action under the remediation law.

Only the third limitation described above explicitly addresses situations involving recklessness or intentionally caused contamination. For the enforcement exemptions relating to the bill’s grant programs, the applicability of the exemptions is instead limited by the eligibility criteria for the grant programs. For example, for the innocent landowner grant program, a person must fall within one of six enumerated categories to be eligible for the program, and thus, for the enforcement exemption.

In limited situations, it could be argued that a person who qualifies for one of the six “innocent landowner” eligibility categories may have acted recklessly or may have intentionally caused PFAS contamination. For example, a municipal fire department that has trained using firefighting foam may have acted recklessly or intentionally with respect to its use of PFAS in a given instance. However, the situations where the bill would arguably shield reckless or intentional conduct would generally relate to actions taken by government entities or actions taken by persons operating pursuant to a government permit (e.g., a permit to spread biosolids). The bill does not otherwise provide any general exemption from DNR enforcement that would apply to a business that recklessly or intentionally caused PFAS contamination.

Please let us know if we can provide any further assistance.

AH:BK:kp;ksm

⁷ Under the bill, the municipal PFAS grant program provides grants to municipalities, certain water utilities, sewer utilities, and other entities that provide drinking water, and certain private landfills, for certain testing, remediation, and facility upgrades relating to PFAS contamination.