

1999 DRAFTING REQUEST

Bill

Received: **01/11/99**

Received By: **traderc**

Wanted: **Soon**

Identical to LRB:

For: **Administration-Budget 6-1040**

By/Representing: **Schmiedicke**

This file may be shown to any legislator: **NO**

Drafter: **traderc**

May Contact:

Alt. Drafters:

Subject: **Environment - solid haz. waste**

Extra Copies:

Topic:

DOA:.....Schmiedicke - Indemnification for disposal of PCB-contaminated material

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	traderc 01/14/99	chanaman 01/14/99	lpaasch 01/14/99	_____	lrb_docadmin 01/14/99		S&L
/1	traderc 02/5/99	ygeller 02/5/99	martykr 02/5/99	_____	lrb_docadmin 02/5/99		S&L
/2	traderc 02/8/99	chanaman 02/8/99	martykr 02/8/99	_____	lrb_docadmin 02/8/99		S&L

FE Sent For:

<END>

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/1	traderc 02/5/99	ygeller 02/5/99	martykr 02/5/99	_____	lrb_docadmin 02/5/99		S&L

FE Sent For:

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/P1	traderc 01/14/99	chanaman 01/14/99	lpaasch 01/14/99	_____	lrb docadmin 01/14/99		S&L

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Instructions:

See Attached

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<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
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CORRESPONDENCE MEMORANDUM

**STATE OF WISCONSIN
Department of Administration**

Date: January 8, 1999

To: Steve Miller
Legislative Reference Bureau

From: David P. Schmiedicke *DP*
State Budget Office

Subject: 1999-01 Budget Drafting Instructions

Please draft the following for inclusion in the Governor's 1999-01 biennial budget:

Indemnification for Disposal of PCB-Contaminated Materials

Authorize DNR to enter into an indemnification agreement with Winnebago County that requires the state to assume perpetual liability for pollution from PCB-contaminated sediment, as long the contaminated sediment materials are deposited in a manner approved by DNR.

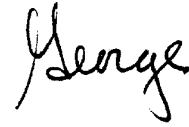
[Please see attached materials]

Please feel free to call me at 6-1040 with questions. Thanks.

CORRESPONDENCE/MEMORANDUM

State of Wisconsin

DATE: January 5, 1999
TO: Mark Bugher, Secretary, Department of Administration
FROM: George Meyer, Secretary, Department of Natural Resources
SUBJECT: PCB Disposal Legislation



FILE REF: 9030

The Department recently entered into an agreement with Winnebago County for the disposal of sediments dredged from the Fox River which contain low and moderate levels of PCBs. As part of the agreement (see attached), the Department pledged to seek legislation that would protect Winnebago County from liability associated with future problems caused by the acceptance of PCBs at its landfill. The Governor, in a letter dated 11/9/98 (attached), also committed to seeking such legislation. The attached agreement also includes language calling for similar legislation to protect other municipalities from liability associated with PCB disposal.

While the Department believes that general liability protection for municipalities would be a good idea, the attached agreement does not specify the kinds of protections that would be appropriate for the other municipalities. However, the intent is that such protection should be directly related to past PCB discharges. The portion of the agreement that focuses on liability protection to be provided to counties such as Winnebago is more specific and could be used as the basis of the legislation. It begins with the "NOW THEREFORE" language midway down page 2 of the attached agreement. Although the agreement was written to address PCB disposal at the Winnebago County landfill, the legislation should address liability at any county landfill choosing to accept river sediment contaminated with PCBs.

I request that this legislation be included in the state budget. It is my understanding that the Legislative Reference Bureau prefers that agencies provide a conceptual characterization of desired legislation rather than actual draft language. I believe the Department's agreement with Winnebago County is the best beginning point for work by LRB on legislation. Of course, DNR staff are available to assist in working through the drafting process, should issues arise.

Thank you for your consideration.

cc: Bruce Baker, AD/5
Chuck Hammer, LS/5
Joe Polasek, MB/5



**INTERGOVERNMENTAL AGREEMENT FOR SERVICES TO BE PROVIDED
TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES BY
THE WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD**

RE: Fox River Dredged Sediment Materials

THIS AGREEMENT, made and entered into this 4th day of December, 1998, by and between Winnebago County Solid Waste Management Board (hereinafter referred to as "**COUNTY**") and the State of Wisconsin Department of Natural Resources (hereinafter referred to as the "**DNR**").

WITNESSETH:

WHEREAS, the DNR has obtained U.S. Environmental Protection Agency approval to administer the disposal of contaminated sediment materials dredged from the Fox River (hereinafter referred to as the "Contaminated Sediment Materials" or "CSMs"); and

WHEREAS, the DNR is conducting demonstration projects and a study of alternative remediation strategies for the Contaminated Sediment Materials; and

WHEREAS, the Contaminated Sediment Materials need to be deposited in an NR 500 series landfill; and

WHEREAS, the COUNTY has such a landfill and is willing to accept the Contaminated Sediment Materials on the condition that the COUNTY receive complete protection from any liability resulting from, arising out of, or in any way related to, the landfilling of such Contaminated Sediment Materials in the COUNTY's Landfill; and

WHEREAS, the DNR does not, at this time, have the authority to indemnify the COUNTY, but agrees to assist the Governor in seeking enabling legislation and further agrees to indemnify the COUNTY if the DNR obtains the necessary authority; and the DNR will indemnify the COUNTY in accordance with that authority; and

WHEREAS, the DNR desires to protect the COUNTY from any liability related to the landfilling of Contaminated Sediment Materials containing polychlorinated biphenyls (hereinafter referred to as "PCBs") until such enabling legislation can be enacted and an indemnification agreement entered into; and

WHEREAS, the COUNTY desires that the Oshkosh wastewater treatment facility (including pretreatment program) be completely indemnified from any liability associated

with accepting PCB-contaminated leachate associated with the CSM removal projects at Deposit N and Deposit 56/57; and

WHEREAS, the DNR does not, at this time, have the authority to indemnify the Oshkosh wastewater treatment facility, but agrees to seek enabling legislation and further agrees to indemnify Oshkosh (and its wastewater treatment facility, including pretreatment program) if the DNR obtains the necessary authority; and the DNR will indemnify Oshkosh and (and its wastewater treatment facility, including pretreatment program) in accordance with that authority.

WHEREAS, the COUNTY desires that all Winnebago County municipalities (and their wastewater treatment facilities, including pretreatment programs) be completely indemnified from any liability resulting from any PCB-contaminated discharges by such municipalities or wastewater treatment facilities; and

WHEREAS, the DNR does not, at this time, have the authority to indemnify such municipalities and their wastewater treatment facilities, but agrees to seek enabling legislation and further agrees to indemnify all Winnebago County municipalities (and their wastewater treatment facilities, including pretreatment programs) if the DNR obtains the necessary authority; and the DNR will indemnify all Winnebago County municipalities (and their wastewater treatment facilities, including pretreatment programs) in accordance with that authority.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the DNR do agree as follows:

1. ACCEPTANCE OF SEDIMENT - Commencing December 3, 1998, and provided that Contaminated Sediment Materials delivered to the Landfill contain less than 50 parts per million (50 ppm) PCBs, the COUNTY will accept up to 100,000 tons of such CSMs at the tipping fee rates (valid through December 31, 1999) which are more specifically set forth on Exhibit A attached hereto and incorporated herein by reference. In addition, contingent upon the DNR approving the Landfill to accept CSMs which contain up to, but not in excess of 500 ppm PCBs, the COUNTY may, by future resolution, agree to accept such additional CSMs at the tipping fee rates set forth on Exhibit A. In any event, the COUNTY reserves the right to refuse any Contaminated Sediment Materials after the COUNTY has accepted the first 100,000 tons of CSMs. The COUNTY will landfill the CSMs in accordance with its Plan of Operation.

as amended, and the specific work plan for these sediments all as may, from time to time, be approved by the DNR.

2. DNR APPROVAL - The DNR acknowledges that the Landfill design and the specific work plan prepared by the COUNTY's engineering consultants for the CSM disposal (which design and work plan have been approved by the DNR) meet or exceed State of Wisconsin design and construction requirements and adequately protect the health and safety of the County's residents.

3. DNR INDEMNIFICATION OF COUNTY - The DNR will work with the Governor to have the Legislature enact legislation providing that the State of Wisconsin assume the perpetual liability for pollution from PCBs, provided that the CSMs are disposed of in a manner approved by the DNR. The indemnification may be provided in the legislation itself; however, if the indemnification is not so provided, but the legislation enables the DNR to enter into an indemnification agreement with the COUNTY, the DNR will, to the extent authorized by the enabling legislation, execute a perpetual indemnification agreement containing, at a minimum, the following provisions:
 - a. The DNR shall defend, indemnify and hold harmless the COUNTY's Landfill, the Winnebago County Solid Waste Management Board, Winnebago County, the Winnebago County Board, and the respective Board members, employees, agents, consultants and attorneys of each of the foregoing entities from any and all complaints, orders, citations, written notices, suits, causes of action, actions, injunctions, restraining orders, claims, losses, liabilities, damages, judgments, injuries to persons, property or natural resources, costs and expenses (including, but not limited to, removal, remediation, treatment, monitoring, incineration or other disposal of PCB-contaminated materials) and fees (including reasonable consultants' and attorneys' fees) resulting from, arising out of, or in any way related to, the COUNTY's acceptance and landfilling of PCBs from any source at any time, past, present or future.

b. Moreover, by way of amplification and not of limitation, the protections provided in Paragraph 3.a. above, shall also apply to the following:

- 1) any change in applicable federal, state or local laws, statutes, regulations, rules, ordinances, standards, guidelines, or codes;
- 2) any claims made by third parties that they, their property, or the environment have been, or will be, damaged by the presence of PCBs at the COUNTY's Landfill or by the release or discharge of any PCBs;
- 3) any claims by third parties (including, but not limited to, any governmental agency) that the COUNTY and/or the DNR have not observed the proper procedures or complied with all applicable federal, state or local laws, statutes, regulations, rules, ordinances, standards, guidelines, or codes in handling, landfilling and maintaining the Contaminated Sediment Materials; and
- 4) any claims by third parties (including, but not limited to, any governmental agency) that the DNR has not properly enforced all applicable federal, state or local laws, statutes, regulations, rules, ordinances, standards, guidelines, or codes in handling, landfilling and maintaining the Contaminated Sediment Materials.

c. To the extent authorized by the enabling legislation, the indemnification shall be effective as of a date no later than October 1, 1998.

regardless of when the legislation becomes law or when the DNR executes the indemnification agreement contemplated herein.

4. INSURANCE - The COUNTY shall be responsible for obtaining and paying for its own insurance. The DNR shall not be obligated to pay for such insurance.
5. LOCAL SITING AGREEMENT - The DNR shall defend the COUNTY from any action or claims in law or in equity alleging any violation or breach of the COUNTY's Siting Agreement with the Town of Oshkosh Local Negotiating Committee and the Town of Oshkosh; and the DNR shall pay all the COUNTY's costs, expenses, damages and fees associated with or resulting therefrom.
6. DNR OBLIGATION TO DELIVER CSMs - The DNR shall be responsible for delivering the waste described in Paragraph 1. above to the COUNTY Landfill at 100 West County Road Y, Oshkosh, Wisconsin. If necessary or desirable, the DNR may contract with a third party for the hauling, but the COUNTY shall not be required to contract with anyone other than the DNR for hauling or delivery of the CSMs; and the DNR shall remain liable for fulfilling all its obligations hereunder.
7. DNR PAYMENT PROCEDURES - The following are the billing and payment procedures for the CSMs:
 - a. The tipping fee rates in effect from the date of this Agreement through December 31, 1999 are set forth on Exhibit A.
 - b. The COUNTY shall submit monthly invoices directly to the DNR. The invoices shall serve as the certification of the net weight of CSMs delivered to the Landfill by any hauler at the direction of the DNR hereunder and accepted during the previous calendar month. Such invoices shall clearly reflect the applicable tipping fee charged in accordance with Exhibit A of this Agreement.
 - c. The DNR shall pay the COUNTY the amount invoiced within thirty (30) days of the date of

receipt of such invoice. If the DNR has a reasonable objection concerning the computation of any part of the monthly invoice, the DNR shall have thirty additional days to conduct a verification audit prior to paying that portion of the invoice. The COUNTY shall make available to the DNR, upon its request, such records as may be reasonably requested for the purpose of conducting such audit.

- d. Any amounts payable under this Agreement which are not paid within thirty (30) days of the invoice date (or such extended period as provided in the previous subparagraph) in accordance with this Agreement shall bear interest at an annual rate equal to the Prime Rate then quoted by the First National Bank of Oshkosh (or its successor bank) until paid.

8. LEGISLATION FOR OSHKOSH - The DNR agrees to seek legislation that will provide a long-term guarantee that the protection provided in the letter attached as Exhibit D will continue for future permitting of wastewater treatment plants receiving PCBs contained in the leachate associated with CSM removal projects. If such legislation is enacted, the DNR agrees to use the legislated authority to protect wastewater treatment plants from liability for PCBs contained in leachate associated with CSM removal projects.
9. LEGISLATION FOR MUNICIPALITIES - The DNR does not, at this time, have the authority to indemnify Winnebago County municipalities and their wastewater treatment facilities from any liability resulting from any PCB-contaminated discharges by such municipalities or their wastewater treatment facilities; but the DNR agrees to seek enabling legislation and further agrees to so indemnify all Winnebago County municipalities (and their wastewater treatment facilities, including pretreatment programs) if the DNR obtains the necessary authority; and the DNR will indemnify all Winnebago County municipalities (and their wastewater treatment facilities, including pretreatment programs) in accordance with that authority.
10. WISCONSIN LAW CONTROLLING - It is expressly understood and agreed to by the parties hereto that, in the event

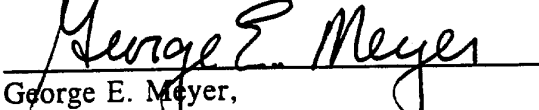
of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

11. DELIVERY BY MAIL - Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States Mailbox, first class postage attached, addressed to a party's address as set forth below. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

12. ENTIRE AGREEMENT - The entire agreement of the parties is contained herein (including all exhibits) and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The Governor's November 9, 1998 letter to Jane Van De Hey and Secretary Meyer's two letters dated November 19, 1998 and November 25, 1998 to Leonard Leverage (Exhibits B, C and D, respectively) are attached hereto and incorporated herein by reference.

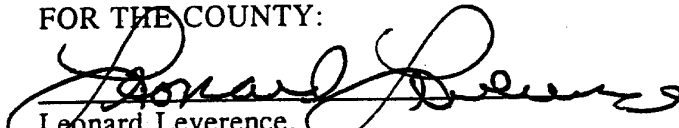
IN WITNESS WHEREOF, the COUNTY and the DNR have executed this agreement as of the day and date first set forth above.

FOR THE DNR:


George E. Meyer,
Secretary

Department of Natural Resources
Office of the Secretary
101 South Webster Street
P. O. Box 7921
Madison, WI 53707

FOR THE COUNTY:


Leonard Leverage,
Director Solid Waste

Winnebago County Solid
Waste Management Board
100 West County Road Y
Oshkosh, WI 54901

EXHIBIT A

**ATTACHED TO AND PART OF PCB AGREEMENT
BETWEEN WINNEBAGO SOLID WASTE MANAGEMENT BOARD
AND DEPARTMENT OF NATURAL RESOURCES
DATED DECEMBER 4, 1998**

**TIPPING FEE SCHEDULE IN EFFECT
FOR CSMs DELIVERED FROM DECEMBER 3, 1998
THROUGH DECEMBER 31, 1999**

RATES ARE BASED ON PCB CONCENTRATION AND VOLUME OF
WASTE RECEIVED BY COUNTY

SCENARIO NO. 1:

Winnebago Receives All Low Level
Waste From "N" \$58/ton

SCENARIO NO. 2:

Winnebago Receives All Of "N"
Low Level Contamination \$58/ton
> 50 ppm, but < 500 ppm \$95/ton

SCENARIO NO. 3:

Winnebago Receives All of "N"
Plus Low Level Waste From "56/57"
Low Level Contamination \$43/ton
> 50 ppm, but < 500 ppm \$80/ton

SCENARIO NO. 4:

Winnebago Receives All "N" And
All "56/57"
Low Level Contamination \$43/ton
> 50 ppm, but < 500 ppm \$55/ton



State of Wisconsin
1999 - 2000 LEGISLATURE

LRB-1688/P1

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DOA:.....Schmiedicke - Indemnification for disposal of PCB-contaminated material

FOR 1999-01 BUDGET - NOT READY FOR INTRODUCTION

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1 AN ACT ...; relating to: the budget.

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Analysis by the Legislative Reference Bureau

ENVIRONMENT

HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CLEANUP

In December 1998, the department of natural resources (DNR) and Winnebago County entered into an agreement under which the county agrees to accept sediments that are dredged from the Fox River and that are contaminated with polychlorinated biphenyls (PCBs) for disposal in the county's landfill.

* This bill authorizes DNR to enter into an agreement with Winnebago County under which this state indemnifies the county against any loss or damage resulting from the county's acceptance for disposal of PCB-contaminated sediments if the sediments are disposed of in a manner approved by DNR. The bill also authorizes DNR to enter into an agreement with the city of Oshkosh under which this state indemnifies the city against any loss or damage resulting from the city accepting PCB-contaminated leachate from the landfill that contains the PCB-contaminated sediments.

For further information see the state and local fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 SECTION 1. 20.370 (2) (fa) of the statutes is created to read:

2 20.370 (2) (fa) *Indemnification agreements*. A sum sufficient to provide
3 indemnification under an agreement under s. 292.70.

****NOTE: This SECTION involves a change in an appropriation that must be reflected in the revised schedule in s. 20.005, stats.

4 SECTION 2. 292.70 of the statutes is created to read:

5 292.70 (B) *Indemnification for disposal of polychlorinated biphenyls*. (1)

6 DEFINITIONS. In this section "PCBs" has the meaning given in s. 299.45 (1) (a).

7 (2) INDEMNIFICATION AGREEMENT WITH WINNEBAGO COUNTY. The department
8 may enter into an agreement with Winnebago County under which this state agrees
9 to indemnify the county and its agencies, officials, employees and agents against any
10 *loss* ^{liability} or damage resulting from the county's acceptance for disposal of sediments
11 contaminated with PCBs, if the sediments are disposed of in a manner approved by
12 the department.

13 (3) INDEMNIFICATION AGREEMENT WITH THE CITY OF OSHKOSH. The department
14 may enter into an agreement with the city of Oshkosh under which this state agrees
15 to indemnify the city and its agencies, officials, employees and agents against any ^{liability} ~~loss~~
16 or damage resulting from the city's acceptance for treatment of leachate
17 ^{that is} contaminated with PCBs ^{and that is} from a landfill that accepts sediments contaminated with
18 PCBs, if the leachate is treated in a manner approved by the department.

19 (4) REVIEW AND PAYMENT. If a claim is filed under an agreement under sub. (2)
20 or (3), the department shall review the claim to determine whether ^{it} ~~is~~ is valid. A valid
21 claim shall be paid from the appropriation under s. 20.370 (2) (fa).

22 (END)

2/5/99 Per Dave Schmiedick - may the app. from
the environmental fund.



State of Wisconsin
1999 - 2000 LEGISLATURE

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DOA:.....Schmiedicke - Indemnification for disposal of PCB-contaminated material

FOR 1999-01 BUDGET — NOT READY FOR INTRODUCTION

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1 AN ACT ...; relating to: the budget.

Analysis by the Legislative Reference Bureau
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HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CLEANUP

In December 1998, the department of natural resources (DNR) and Winnebago County entered into an agreement under which the county agrees to accept sediments that are dredged from the Fox River and that are contaminated with polychlorinated biphenyls (PCBs) for disposal in the county's landfill.

This bill authorizes DNR to enter into an agreement with Winnebago County under which this state indemnifies the county against any liability or damage resulting from the county's acceptance of PCB-contaminated sediments if the sediments are disposed of in a manner approved by DNR. The bill also authorizes DNR to enter into an agreement with the city of Oshkosh under which this state indemnifies the city against any liability or damage resulting from the city accepting PCB-contaminated leachate from the landfill that contains the PCB-contaminated sediments.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1

SECTION 1. 20.370 (2) (f) of the statutes is created to read:

20.370 (2) (f) *Indemnification agreements.* *From the environmental fund* sum sufficient to provide

indemnification under an agreement under s. 292.70.

***NOTE: This SECTION involves a change in an appropriation that must be reflected in the revised schedule in s. 20.005, stats.

SECTION 2. 292.70 of the statutes is created to read:

292.70 Indemnification for disposal of polychlorinated biphenyls. (1)

DEFINITIONS. In this section "PCBs" has the meaning given in s. 299.45 (1) (a).

(2) INDEMNIFICATION AGREEMENT WITH WINNEBAGO COUNTY. The department may enter into an agreement with Winnebago County under which this state agrees to indemnify the county and its agencies, officials, employes and agents against any liability or damage resulting from the county's acceptance for disposal of sediments contaminated with PCBs, if the sediments are disposed of in a manner approved by the department.

(3) INDEMNIFICATION AGREEMENT WITH THE CITY OF OSHKOSH. The department may enter into an agreement with the city of Oshkosh under which this state agrees to indemnify the city and its agencies, officials, employes and agents against any liability or damage resulting from the city's acceptance for treatment of leachate that is contaminated with PCBs and that is from a landfill that accepts sediments contaminated with PCBs, if the leachate is treated in a manner approved by the department.

(4) REVIEW AND PAYMENT. If a claim is filed under an agreement under sub. (2) or (3), the department shall review the claim to determine whether it is valid. A valid claim shall be paid from the appropriation under s. 20.370 (2) (f).

(END)



State of Wisconsin
1999 - 2000 LEGISLATURE
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DOA:.....Schmiedicke - Indemnification for disposal of PCB-contaminated material

FOR 1999-01 BUDGET - NOT READY FOR INTRODUCTION

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1 AN ACT ^{don't get}...; relating to: the budget.

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This bill authorizes DNR to enter into an agreement with Winnebago County under which this state indemnifies the county against any liability or damage resulting from the county's acceptance of PCB-contaminated sediments if the sediments are disposed of in a manner approved by DNR. The bill also authorizes DNR to enter into an agreement with the city of Oshkosh under which this state indemnifies the city against any liability or damage resulting from the city accepting PCB-contaminated leachate from the landfill that contains the PCB-contaminated sediments.

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2 20.370 (2) (fq) *Indemnification agreements.* From the environmental fund, a
3 sum sufficient to provide indemnification under ~~the~~ ⁵agreement under s. 292.70.

 ***NOTE: This SECTION involves a change in an appropriation that must be reflected in the revised schedule in s. 20.005, stats.

4 **SECTION 2.** 292.70 of the statutes is created to read:

5 **292.70 Indemnification for disposal of polychlorinated biphenyls. (1)**

6 DEFINITION. In this section “PCBs” has the meaning given in s. 299.45 (1) (a).

7 **(2) INDEMNIFICATION AGREEMENT WITH WINNEBAGO COUNTY.** The department
8 may enter into an agreement with Winnebago County under which this state agrees
9 to indemnify the county and its agencies, officials, employes and agents against any
10 liability or damage resulting from the county’s acceptance for disposal of sediments
11 contaminated with PCBs, if the sediments are disposed of in a manner approved by
12 the department.

13 **(3) INDEMNIFICATION AGREEMENT WITH THE CITY OF OSHKOSH.** The department
14 may enter into an agreement with the city of Oshkosh under which this state agrees
15 to indemnify the city and its agencies, officials, employes and agents against any
16 liability or damage resulting from the city’s acceptance for treatment of leachate that
17 is contaminated with PCBs and that is from a landfill that accepts sediments
18 contaminated with PCBs, if the leachate is treated in a manner approved by the
19 department.

20 **(4) REVIEW AND PAYMENT.** If a claim is filed under an agreement under sub. (2)
21 or (3), the department shall review the claim to determine whether it is valid. A valid
22 claim shall be paid from the appropriation under s. 20.370 (2) (fq).

23

(END)

cmv

DN Note

Dave:
=

A This redraft makes a minor change in the wording of the appropriation. ✓

RET

**DRAFTER'S NOTE
FROM THE
LEGISLATIVE REFERENCE BUREAU**

LRB-1688/2dn
RCT:cmh&jlg:km

February 8, 1999

Dave:

This redraft makes a minor change in the wording of the appropriation.

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State of Wisconsin
1999 - 2000 LEGISLATURE

LRB-1688/2
RCT:cmh&jlg:km

DOA:.....Schmiedicke - Indemnification for disposal of PCB-contaminated material

FOR 1999-01 BUDGET - NOT READY FOR INTRODUCTION

1 AN ACT ...; relating to: the budget.

Analysis by the Legislative Reference Bureau

ENVIRONMENT

HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CLEANUP

In December 1998, the department of natural resources (DNR) and Winnebago County entered into an agreement under which the county agrees to accept sediments that are dredged from the Fox River and that are contaminated with polychlorinated biphenyls (PCBs) for disposal in the county's landfill.

This bill authorizes DNR to enter into an agreement with Winnebago County under which this state indemnifies the county against any liability or damage resulting from the county's acceptance of PCB-contaminated sediments if the sediments are disposed of in a manner approved by DNR. The bill also authorizes DNR to enter into an agreement with the city of Oshkosh under which this state indemnifies the city against any liability or damage resulting from the city accepting PCB-contaminated leachate from the landfill that contains the PCB-contaminated sediments.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

