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MEETING OF
JOINT PUBLIC HEARING
OF THE
SUSSEX VILLAGE BOARD
AND
LISBON TOWN BOARD

Meeting: Public Comments of Cooperative Plan under Wis.
Stat. 66.0307 between Village of Sussex and Town of
Lisbon

Tuesday, November 30, 2021

6:30 p.m.

at

Sussex Civic Campus
2nd Floor Board Room
N64 W23760 Main Street
Sussex, Wisconsin

Reported by Amy Schneider, CSR, RPR

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A P P E A R A N C E S

COMMITTEE MEMBERS:

VILLAGE OF SUSSEX

President Anthony LeDonne (Chairman LeDonne)

Stacy Riedel

Gregory Zoellick

Lee Uecker

Scott Adkins

Ron Wells

Benjamin Jarvis

Jeremy Smith, Village Administrator

Attorney Stan Riffle, Village Attorney

Attorney John Macy, Village Attorney

TOWN OF LISBON

Chairman Joseph Osterman (Chairman Osterman)

Douglas Brahm

Marc Moonen

Linda Beal

Rebecca Plotecher

1 TRANSCRIPT OF PROCEEDINGS

2 CHAIRMAN LEDONNE: We're going to
3 have a quick update from Attorney Stan Riffle.

4 ATTORNEY RIFFLE: Yes. All right.
5 This is like deja vu all over again all over
6 again. A little history in terms of where we are
7 now and where we were in the past.

8 I was here in 2000, when the Town
9 and the Village were at each other's throats. And
10 there was an agreement that was reached. It was
11 an agreement that was reached under a statute that
12 allows two municipalities to enter into an
13 agreement by contract and to settle disputes over
14 annexations. That agreement at that time, at
15 least in terms of how it relates to the folks that
16 are here, I think, is fairly identical in terms --
17 at least in terms of what the -- the shifting of
18 boundaries are as what we're dealing with now.

19 That agreement was in place for 19
20 years, until 2020, when there was a lawsuit
21 between the Town and the Village relating to a
22 term in that agreement that related to whether or
23 not the the Village could object to the Town's
24 attempt to incorporate. And as a result of that
25 lawsuit, the Town and the Village got together.

1 There was some political shifts in terms of people
2 that were on the two boards and ultimately
3 resulted -- and you -- most of you probably were
4 here. Today, I'm up here instead of back there,
5 so you don't have to crane your necks because I
6 thought that would be a nice thing to do.

7 What that agreement was a 66.0301
8 agreement that is a contract between two
9 municipalities that allows them to do a couple
10 things. It allows them to set the boundaries. It
11 allows them to talk about sharing services. It
12 allows them to talk about planning and, you know,
13 regulations associated with zoning and planning.
14 That agreement was put into place in 2020.

15 Under that statute, there is a
16 provision that allows folks that feel that they
17 don't want -- or want to put to referendum whether
18 or not that agreement should be put into place by
19 the people that are affected. Now, the people
20 that are affected by that agreement are the same
21 people that are affected by the agreement of 2001,
22 and those folks under the 2001 agreement would,
23 when they sell their property, develop their
24 property, divide their property, would have to go
25 to the Village.

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In the 2020 agreement, it was revised to provide that there would be a ten-year subset, and then they would come into the Village at that time. Nothing really as it relates to the folks that are affected by that changed. There were some enhancements that were for the benefit of the Town that were added. There were more sewer concessions from the -- from the Village to the Town, whereas the Village would provide more services. There were more water concessions, where the Village would be willing, at the cost of the Town, to provide utility services as it relates to water. There were changes as it relates to what design standards in certain areas. There are four, what we call, entry areas into the Village that the Village was concerned about, where the Town would have to agree to abide by the standards that the Village has.

But as it relates to the folks that are affected, the change between the 20- -- 2001 agreement and the 2020 agreement were that there would be ten-year sunset in addition to the other provisions that if you developed your property or hooked up to sanitary sewer water, you would have to come in. That agreement had a provision in it

1 that said if for some reason this intermunicipal
2 contract were not to be able to be fulfilled, then
3 the parties would work cooperatively to put
4 together a different agreement under a different
5 statute, and that's what we're here tonight to
6 talk about.

7 There is a provision in the
8 Wisconsin Statutes under 66.0307 that provides
9 that two municipalities can put together a
10 cooperative boundary plan, and that cooperative
11 boundary plan that is sent up to the Department of
12 Administration, incorporation -- actually,
13 Department of Administration Boundary Review Board
14 for their analysis. And --

15 (Interruption.)

16 THE GALLERY: Hold on a second.

17 ATTORNEY RIFFLE: She's got it.

18 Thank you.

19 Anyway, that agreement said if we
20 have a problem with enforcing this contract, we
21 will go and redo it in a different format under a
22 different statute, which is what the Village
23 agreed to do in good faith, and the Town agreed to
24 do in good faith. So there was a lawsuit that
25 challenged the contract -- all right? -- and set

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up a referendum vote, and that referendum vote may be coming whenever.

The two parties said, "Well, that puts in jeopardy that intermunicipal contract." Under the terms of that own contract, that very contract, we are the two municipalities responsible to cooperate to put together this cooperative boundary plan, which has been done.

The cooperative boundary plan is a little bit different in terms of the timing of the transfer of lands from the Village to the Town. If the -- if the Town were to be able to incorporate, transfer would become immediate. If the cooperative boundary plan is approved by the State, transfer is immediate.

So the provisions of the boundary changes are, if this plan is approved by the State, and then by resolution of Town and resolution of the Village, that transfer will occur.

There are provisions in there relating to trying to straighten out highway jurisdiction. There are provisions in there that reaffirms the Village's willingness to provide sewer service to the Town. Provisions in there

1 relating to the Village's willingness to provide
2 water service to the Town. And those planning
3 provisions that I talked about, the -- the
4 guidelines associated with the standards for
5 development in the four entry areas that I talked
6 about.

7 Now, last time I was here, the
8 biggest concern that I heard from the folks that
9 are affected here, which is perfectly logical,
10 and, you know, obvious, was that the Village has
11 deferred special assessments associated with
12 provision of sewer and water, and those
13 assessments would come into play when the -- when
14 the transfer would occur. There has been work
15 behind the scenes to try to address the concerns
16 that you folks that are affected that are going to
17 be transferred against your will trying to address
18 that issue.

19 And I know that our Village
20 administrator is poised to tell you about that.
21 So I'll be available for questions, you know,
22 during the, you know -- the open discussion during
23 the public hearing, but thank you.

24 ADMINISTRATOR SMITH: Good evening,
25 everyone. I'm Jeremy Smith. I'm the Sussex

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Village Administrator.

As Attorney Riffle mentioned, one of the things that we heard at the last public hearing is with respect to those special assessments. So as part of this Land And Stone has agreed in principle subject to the deals as outlined in the 66.0307 agreement coming to fruition, and water provision being made available to areas around the quarry that they need, that they are going pay off \$1.4 million of those special assessments, so that there will not be the special assessments for the 63 properties that are coming into the Village as part of that.

So Land And Stone is getting water service around their quarry, which is something that they want, and then in exchange, they would be donating 1.4 million to pay off the special assessments. That is contingent on all the other pieces of this agreement getting adopted.

I'm also available as the meeting progresses to answer questions.

CHAIRMAN LEDONNE: Okay. I am going to open the public -- oh.

ADMINISTRATOR SMITH: I'm just moving the podium around so they can address you.

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Sorry.

CHAIRMAN LEDONNE: That's okay.

I am going to open the public hearing on Wisconsin Statute 66.0307 Cooperative Plan Between the Village of Sussex and Town of Lisbon. I ask that you come up in an orderly fashion one at a time. Please state your name and address, and address the Boards not the public. And we will listen. And if you go sit down and want to come back, there will be another opportunity if you do forget something.

So anybody want to speak first?

Aside to Jason. No. I'm just kidding.

THE GALLERY: Evening, everybody.

Jason Wagner; West 235 N7585 Woodside Road, in Lisbon.

I guess I'm kind of here to kind of give a -- give general -- some general comments for pretty much everybody, I believe, here tonight is one of the property owners that's being currently affected by this new -- well, the existing, past, potentially this new agreement that I guess we have not even seen from the two municipalities. You know, we were afforded the ability to see the agreements on the last one

1 before it was voted in. We didn't have much
2 ability to affect it at that time. I guess we're
3 getting a little ahead this time. We haven't seen
4 the agreement. I don't know if an agreement
5 exists in any fashion whatsoever, but I understand
6 it takes time now under the 607 version to create
7 this new agreement; so I am hopeful that as this
8 new conversation goes forward between the two
9 municipalities that these property owners that are
10 affected in the next territory zoning area are
11 afforded the option to speak to what it is that
12 they are being affected by this potential
13 agreement.

14 I know this is not a topic agenda
15 tonight; however, I must preface my -- these
16 additional comments, as Stan did, that the reason
17 we are here tonight is due to the fact that an
18 impending referendum is at hand that would force a
19 new agreement into effect. The property owners
20 stand firm that any new agreement does not hold
21 ability to bind any of the properties listed in
22 extra territory zoning area in the year 2020
23 agreements. Our property shall not be part of
24 this new agreement. The year 2000 court order is
25 not enforceable now; that the year 2000 agreement

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was -- the year 2020 agreement has superseded that.

We were not given the opportunity to to voice our opinions when the new 2020 agreement was brought into effect. It was just unilaterally rolled into the new 2020 agreement, the language from the 2020, and there was additional language that was added that is detrimental to our -- our enjoyment of our property, basically.

Time: Wisconsin Statutes and codes do not allow for detaching our properties in the current language of these agreements, except for us actually asking for detachment and for us at this point asking for sewer and water.

Some of the other language we believe is not enforceable.

Current language of these agreements is as no agreements exist with these individual property owners. No one agreed, when the 220 agreement was created. No one discussed with us what our preferences were, if we were interested in, if there was anything that could be agreed on before then.

We're hoping that as this new agreement goes into discussions that we can be

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part of that, if there is the desire for us to hump over.

We appreciate the offer, that \$1.4 million, but the conversation goes farther than that. There is conversations on zoning. There is conversations on timing. There is conversations on ability to pay some of these actual hookups. The \$1.4 million only get the pipes to the edge of the road -- to the edge of your right of way. These property owners will then be affected by then having to hook up additional costs. Many of these houses are far away from the road. There is a substantial cost that's -- that's in play here beyond the gracious offer. I give it -- I give it that -- that -- to get the sewer and water outfitted in front of the houses.

I hope that some of these items could be -- we can be part of in a future conversation. There are a lot of other things, as I stated, that are beyond just money. There are people that are not interested in the detaching. We're hoping that there is a conversation that could be had, where that is an option also, but I guess we will wait and see.

Thank you for your time tonight.

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CHAIRMAN LEDONNE: Anyone else?

THE GALLERY: John Schulte, West 240
North 7571 Maple Avenue.

I guess in some of the -- before
this extension of the Maple Avenue and paving of
Maple Avenue took place, I had a few discussions
with Jeremy Smith. And at that time, we just --
we discussed the fact that we were -- would --
really not in need of water and sewer service or
we were in need of a concrete surface as far as
paving.

Give you an example. I'm 80 years
old. The first thing that happened with this
extension of the sewer and so forth was they
assessed me. I'm a little over 30,000, and the --
the nifty part about this, they gave me ten years
to pay it. And if I didn't pay it in ten years,
guess what? I get to pay about 5300 in interest.

Now, if you're 80 years old, you
plan on your retirement, but you don't plan on
getting, you know -- I guess if you're going into
a subdivision or so forth, and you're buying the
lot, you realize that one of the expenses incurred
is going to be sewer and water.

But you guys are coming in on the

1 backside. Why didn't you take, you know -- you're
2 skipping over the whole fringing subdivision up in
3 to the north of us. That had to be super
4 expensive, if you wanted to take that into the
5 Village, you know, to provide sewer and water to
6 all those properties.

7 You know, what you did is when --
8 when you came along with this agreement, you
9 played hop-scotch. You took one property and you
10 said, "You're going into the Village, but your
11 neighbor, you don't got to go."

12 How -- how did you guys -- how --
13 how do you play Checkers? Do you skip -- "I got a
14 cane. I'm going here?"

15 Who figured this stuff out?

16 You?

17 You?

18 It's the biggest crock of crap I've
19 ever seen. You wanted a border agreement, and
20 you -- you took individual properties. It was
21 pick and save. It's a bunch of BS, Jeremy, and
22 you know damn well it was.

23 CHAIRMAN OSTERMAN: Sir, talk to the
24 Board up here, please.

25 THE GALLERY: He's a member.

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CHAIRMAN OSTERMAN: This is who you want to talk to.

THE GALLERY: When Sussex decided that they needed water from the Frannel (phonetic) farm and they ran the pipes up and down Maple Road, Jeremy was at a meeting at my house, where he said, "You'll never have to be forced to connect."

Remember that, Jeremy?

That's one of your officers. That's just, you know -- you guys say one thing one day, and the next day, it's something else.

Well, I personally can't afford the 30,000 or the 35,000 being 85. I'm not working anymore. Could you pull it out?

Could you pull it out of your family?

You?

How about you?

You got 30 -- 30,000 that you can pull out of your wallet? And that isn't even without hooking up to your house.

How about you?

So you realize the position you put people in? How would you like to be 80 years old

1 and retired? Gentlemen, that just doesn't work.

2 My neighbor over here, to hook up to
3 his house, his -- his septic is in the back of his
4 house. And can you imagine how much it would cost
5 to go from the road around to the back of his
6 house and hook up? Then he has to tear up his
7 floor because there is no service in the floor.

8 I mean, the numbers that we're
9 talking about, you know, what do I do? File
10 bankruptcy with the Town of Sussex or the Town of
11 Lisbon?

12 Thank you for hearing me out.

13 CHAIRMAN OSTERMAN: Anyone else wish
14 to speak?

15 Stan, could you layout a -- a little
16 bit of the process of the 307 plan just so
17 everybody's under the understanding of where this
18 goes and how this is all going to work?

19 ATTORNEY RIFFLE: No. This is -- I
20 mean, it's very hard for everybody, and -- but the
21 0307 process is a little different than the 0301
22 process. Under 66.0307, two municipalities can,
23 you know, put together a cooperative boundary plan
24 that is then presented after public hearing after
25 public comment. I must say that the statute

1 requires that from the time that the public notice
2 goes out, which was a Class 3 notice three weeks
3 ago, the plan has to be on file and available to
4 the public, and it was. It was. It was. It's
5 on-line right now. It's been on-line since
6 the 9th -- November 9th. So if anybody wanted to
7 see it, they could have come into the Village
8 Hall. They could have come into the Town Hall.
9 And they could have gotten it.

10 THE GALLERY: How come it wasn't
11 told to us that it was there?

12 THE GALLERY: I didn't get notice.

13 ATTORNEY RIFFLE: Well, actually in
14 the notice --

15 THE GALLERY: What notice?

16 ATTORNEY RIFFLE: The one that went
17 in the paper.

18 THE GALLERY: I don't read the
19 stinkin' paper.

20 (Multiple speakers.)

21 CHAIRMAN OSTERMAN: We have the
22 benefit of -- we have a court reporter here, so if
23 anyone wants to make a comment after he's done,
24 just come up and state your name, and we'll
25 address that. But right now, for her sake, at

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least --

THE GALLERY: Oh, shut up.

CHAIRMAN OSTERMAN: Sir, respect.
You will get it from us. We will expect it in
return.

THE GALLERY: You ain't respecting
us right now taking our fucking property.

CHAIRMAN OSTERMAN: Sir, no swearing
in here.

ATTORNEY RIFFLE: I'm just telling
you: Statute says you put a notice in the paper.
The notice was in the paper. The notice in the
notice says if you want to see it, you could ask
for it. And I believe the notice said it was
on-line. If you -- that's all I can say, you
know. I don't read the paper very often anyway
because I don't get it anymore.

Sorry, Kelly.

But it was available. Everything
was Kosher as it relates to that. So the process
starts with putting together that.

It primarily was taking the
agreement that was -- that you all had that was
part of the lawsuit, the 0301 agreement, tweaking
it -- actually, to give the Town more stuff from

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the Village than what was there before. And then you have a public hearing, which we're here tonight. And after the public hearing tonight, you have 20 days to file written comments over and above what you provided to the Boards here tonight.

The Boards are obliged, of course, to listen to you and to take into account; and the transcript of this hearing tonight will go up to a board in Madison. The Department of Administration has a board that analyzes these potential cooperative boundary plans. You can write to them. You can comment to them, and they must take into account your comments. That board will determine whether or not the cooperative boundary plan meets statutory criteria. It must address about a three-page, tiny bit of font of criteria that it must address. And they will analyze it, and they will either approve it or not approve it.

If they approve it, then it comes back to the Town and to the Village. There's a public right to seek a non-binding referendum, and it requires a certain number of signatures on petitions like we had in the 0301 agreement, but

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you could get a non-binding referendum as to whether or not that should go through.

And after it comes back to the two Boards, they would determine whether or not they will sign resolutions approving the plan.

Once they sign the resolutions, the plan is approved subject to a potential non-binding referendum. And that's the process.

Did I answer your question?

CHAIRMAN OSTERMAN: Thank you.

ATTORNEY RIFFLE: While I'm here, are there any questions from anybody on any of this?

THE GALLERY: What's the process to notice the Department of --

ATTORNEY MACY: If we're going to do this, they have to stand. They have to give their name. The court reporter has to take this down. We have to review it. I'm not sure the questions and the answers is the appropriate thing to do at this time.

ATTORNEY RIFFLE: Okay. I won't do it.

ATTORNEY MACY: This is a public hearing, an opportunity for the public to be

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heard, and we have to carefully consider every comment by every citizen.

ATTORNEY RIFFLE: My senior partner.

THE GALLERY: Jason Wagner again.

I guess I'm looking to understand the process that these homeowners could -- or property owners, I should say, can write comments to the Department of Administration, as mentioned by Mr. Riffle. I'm sure many of them would be interested in providing comments up to the State regarding this agreement that is apparently out there.

Thank you.

CHAIRMAN OSTERMAN: Does anyone wish to speak?

THE GALLERY: Hi. Robert Kalingelhlets, N72W24360 Good Hope Road.

So some good news from what I heard is that they were going to at least pay the assessment. 1.4 million is very generous. But as as was mentioned earlier, the concerns about the costs of hooking up, I guess that's something that it's going to bite anybody that has to go to the Town -- or to the -- to -- to Sussex.

What I would like to know is: In

1 the plan for the new plan, before there was a
2 moment of time to both pay and hook up, what is
3 the current thought process on that? It was ten
4 years. What is it in the new plan that you guys
5 are talking about? I'm asking.

6 ATTORNEY MACY: Sir, the procedure
7 is that you make your comments, and at the end,
8 they will answer the questions. We can't have a
9 back-and-forth with the Board. It will go on all
10 night. The process for a public hearing is to
11 allow the public to speak and ask their questions,
12 and we'll try to answer all your questions at the
13 end. Okay? If we don't answer the question,
14 you'll get another opportunity to come up and ask.

15 THE GALLERY: (Mr. Kalingelhlets) So
16 basically I think my biggest concern is the cost
17 of this whole thing. I understand that there are
18 benefits to the Town incorporating, and I'm not
19 against any of that stuff. I wish there was a way
20 where we didn't have to all get sucked into this
21 here. In other words, if it's a jagged edge on
22 the road, what's the difference? So I mean, if I
23 had a preference to it, I would say go
24 incorporate. Just leave us the heck alone.

25 Thank you.

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THE GALLERY: Mike Fitzlove [as heard]. I live at W240 North 6881 North Maple Avenue.

My question is: I just heard right from the lawyer, there can be another referendum, if we don't like this new agreement? We have a court-ordered referendum now that was slammed 100 days past the judge's -- when he slammed the gavel, and we haven't even had that yet. So what's going on with these referendums? There never has been a vote or attempt. They want us to keep extending it out. To me, we're in contempt of court. The Town is in contempt of the court now by not having that referendum that he ordered. So that's my question.

CHAIRMAN OSTERMAN: Anyone else wish to speak?

Mr. President, can we close the public comments for the moment? Answer a few questions?

CHAIRMAN LEDONNE: Yeah. Then we can reopen it.

CHAIRMAN OSTERMAN: Okay. So Jason Wagner asked the process to write comments to the State on the agreement. Stan, is there anything

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you can add to that other than what's on our web site?

ATTORNEY RIFFLE: The Department of Administration web site will give you all of the information you need -- Can you hear me?

COURT REPORTER: Yes.

ATTORNEY RIFFLE: Okay.

(Continuing.) -- related to providing public comment to the -- the department.

There is a provision that also provides that anyone can give comments after this public hearing to either the Town or the Village in writing, and that will be forwarded to the Department of Administration.

With regard -- shall I answer the other question that was presented relating to the referendums?

CHAIRMAN OSTERMAN: Yes.

ATTORNEY RIFFLE: All right. So there is the provision relating to the current lawsuit under 66.0301. That lawsuit -- there has not been an order by the Court to hold a referendum yet because the two lawyers -- and I'm not one of them -- are still discussing the logistics of all that. That has not been an order

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of the Court. Nobody's in contempt. That still is pending.

There had been discussion about the possibility of holding a referendum with regard to that contract at the April regular election that would save all taxpayers money, because special elections are very expensive. However, these are two entirely separate processes.

If this cooperative boundary plan is approved by the Department, it will basically supplant or replace the 66.0301 agreement. That will be a nullity. The 66.0301 agreement will not be necessary because you'll have a cooperative boundary plan that takes its place.

The distinction between the two referendums are under the contract that's in court, it's a binding referendum. The referendum, if it would be sought and approved -- or sought and put into place, it would be a non-binding referendum, and both these Boards could ignore the results of that referendum.

And the difference between the two is in the 66.0301 contract, it's only the people that are affected that vote. In the cooperative boundary plan referendum, you need a lot more

1 people to sign petitions because you have to have
2 a percentage. I think it's 15 percent of the
3 entire population that voted in the gubernatorial
4 election, and it would open up the referendum to
5 everyone in the municipality.

6 So it's a totally different deal,
7 and it's not binding. That's the difference.

8 Well, it's 10 percent, not 15.

9 CHAIRMAN OSTERMAN: Then Robert
10 Kalingelhlets talked about the cost of the hookups
11 in relation to how much time will they have to
12 hook up.

13 ADMINISTRATOR SMITH: Thank you very
14 much, Mr. Chairman.

15 The Village -- current Village
16 policy for water or sewer hookups is ten years.
17 So once the property came into the Village of
18 Sussex, there is a ten-year time line, which --
19 which you can wait to hook up. You can come in
20 right away to hook up, or you can wait the full
21 ten years. That's the current Village policy with
22 respect to the utility hookup. It adds for the
23 difference in property under the current -- under
24 the 66.0307 cooperative plan that is proposed and
25 being discussed this night. On adoption of the

1 cooperative plan, the properties that are to come
2 into the Village come into the Village
3 immediately.

4 CHAIRMAN OSTERMAN: I don't know if
5 I missed anything that was up to the cost of
6 hookups is going to vary between each property.

7 Do you have anything to add?

8 (Discussion between board members.)

9 CHAIRMAN OSTERMAN: Jeremy, as far
10 as the time on the -- for paying the hookups, now,
11 obviously, the mains are being paid for in the
12 road, but -- and the laterals are usually on the
13 property owner 100 percent at that point.

14 As far as the actual costs of
15 hooking up sewer and water, is any of that
16 deferred over a time period?

17 ADMINISTRATOR SMITH: No. That's
18 due upon hookup.

19 CHAIRMAN OSTERMAN: Anything else?

20 CHAIRMAN LEDONNE: I think that was
21 it. Yeah. We will reopen the public hearing for
22 further comment, if anyone has anything they would
23 like to say.

24 THE GALLERY: Jason Wagner again,
25 Woodside Road.

1 Comment was made about zoning, some
2 conversations have been had about zoning, previous
3 on-site conversations. I was wondering if there
4 is anything related to zoning that is in
5 continuing of zoning or certain properties that is
6 in this potential agreement that's being sought.

7 CHAIRMAN OSTERMAN: Anyone else?

8 ATTORNEY RIFFLE: You want an
9 answer?

10 CHAIRMAN OSTERMAN: Hang on, Stan.
11 Someone else is coming up.

12 ATTORNEY RIFFLE: Okay.

13 THE GALLERY: John Plesh [as heard],
14 West 235 North 7617 Woodside Road.

15 I don't understand the deal. How
16 come all of a sudden everybody is supposed to be
17 happy because Land And Stone is giving \$1.3
18 million? Got nothing to do if you're not paying.
19 We're not paying. What happened otherwise if they
20 didn't? They're doing it because they're getting
21 something out of it. You're getting something out
22 of it. And you're getting something out of it.
23 We're paying.

24 This isn't like any of you. So
25 where does the Land And Stone money come from if

1 they didn't do it? It's got to be something like
2 we talked about Frannel's property. I don't see
3 Al around. He's in Sussex already. How about
4 across the street from him, where the sewer ran
5 through there? Who pays for that? Who pays for
6 all of the lawn stretches on Woodside Road? Who
7 pays for that?

8 Now because Land got in here,
9 they're going to put some money out. That's going
10 to pay for everything or is it going to come back
11 and bite us again and the whole Village of Sussex?

12 There is a question for you. Some
13 decent answers, though. Because what -- what did
14 this \$1.3 million come about by Land And Stone? I
15 just heard about it a week ago or so. Did they --
16 it's got to be some reason they're doing it.
17 We're supplying all of the stone to their -- some
18 subdivisions or something, right? So they're
19 getting -- they're getting the money back somehow.
20 So it's -- not sure it's going to help us out, but
21 how about the rest?

22 We -- we need some compensation for
23 our lateral runs. We don't -- most of the people
24 don't need it, the sewer water. Period.

25 I think we better find some other

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ways to find some money to compensate the people that are here that have the properties.

Thank you.

CHAIRMAN OSTERMAN: Those are two pretty good-sized questions. Maybe close it and address.

THE CHAIRMAN: All right. We will temporarily close the -- the public hearing and answer some questions.

CHAIRMAN OSTERMAN: And the zoning.

ATTORNEY RIFFLE: The provisions of the cooperative boundary plan only relate to the entry areas into the Village.

As it relates to any of the properties that would be coming into the Village, it would be coming in under their conforming zoning that would be compatible with what the zoning would be in the Village. In other words, they would try to find the zoning classification that is closest to the Town classification.

If the property owners would like to seek a rezoning, they would approach the Village, just like they would approach the Town, for some type of zoning reclassification.

It has zero effect on the zoning of

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the properties that are coming in.

CHAIRMAN OSTERMAN: The other question was as far as the -- with the Land And Stone donating this money toward the special assessments, there is quite a few questions in there all kind of leading towards the same thing as far as what does that money go for.

Well, the money goes for the mains and the laterals in the roads -- not the laterals. Excuse me -- the mains in the road.

I think Jeremy might be the best to explain some of this as far as what all those -- all that money is going to pay for.

ADMINISTRATOR SMITH: Sure. It is standard practice in the Village of Sussex that when sewer and water is extended past the property that special assessments are issued for these properties. For these properties that are held in the Town of Lisbon, those are held in abeyance until they come into the Village.

So if you build a house in a subdivision, you pay for that as part of your lot as a special assessment. The developer paid for. If you pay for any of the properties that have already come into the Village throughout the

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years, they pay those special assessments as they came in.

So the 1.4 million is the amount of outstanding special assessments against properties in the Village of Sussex and in the Town of Lisbon that had not been paid. So it would pay off all the special assessments off in the Village. So it would be money that indeed folks in this room would owe or other people that aren't here tonight.

As for Land And Stone, they are getting water service to -- to areas around their quarry. That's what they are getting paid for by the Town of Lisbon; and they're getting water service from the Village of Sussex around the quarry areas which is of value to them.

CHAIRMAN OSTERMAN: So if there is a main run in the road in front of your house, there is a cost to that, and that's the special assessments that have been levied against the properties. That is what Land And Stone is paying for -- anything that's in the public right of way that would normally then be assessed to the homeowner. That is what we talked about last time.

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And if I am in any way mistaken here, please correct me, Jermei.

ATTORNEY MACY: This is John Macy.

Mr. Chairman, if I may, the Land And Stone agreement with the Village of Sussex is being -- the money is being given for -- so the Village of Sussex will give water to the Town of Lisbon in certain areas. That's why Land And Stone is giving the money is so Village of Sussex will give -- give water to.

Otherwise, the Town of Lisbon would have to have purchased the right to get that money. So that's why the money's being given.

The monies being used is a different factor, and the money being used is because the Village of Sussex Village Board decided and negotiated with Land And Stone Product to use that money to pay off the special assessments.

I just wanted to clarify what the money is being given for. In the Town of Lisbon, it's to reduce the well guarantee. The -- the Land And Stone Product has a well guarantee on all of the properties that are not serviced by municipal sewer and water. They have to continue that well guarantee. If they're willing to give

1 this money to reduce the well guarantee, and,
2 again, the third component is always what is the
3 money going to be used for. And the Town of
4 Lisbon has agreed as part of the negotiation to
5 use any monies they receive to put in municipal
6 water in those areas to reduce the well guarantee.

7 So there is three components to each
8 of the two agreements.

9 And one of the questions was, you
10 know, why haven't we seen the agreement. You
11 know, the agreements have -- actually were --
12 the -- the -- had been negotiated over the last
13 several weeks, and the actual wording on the
14 Lisbon agreement was agreed to by their attorney
15 at -- Kathy, what time? Two o'clock this
16 afternoon?

17 ADMINISTRATOR NICKOLAUS: Yes.

18 ATTORNEY MACY: I mean, all of the
19 details that were worked out, these are very
20 simple agreements. They're only one or two pages.
21 They're not complicated legal agreements. We
22 decided to keep them very simple. But the Land
23 And Stone Product is giving money to Sussex so
24 Sussex will give water to Lisbon, and with the
25 agreement, the water will be used to pay the

1 special assessments. That's all in writing. Land
2 And Stone is giving money to the Town of Lisbon to
3 reduce the well guarantee with the understanding
4 that -- that all the money received to -- by the
5 Town of Lisbon -- hopefully the Village of
6 Lisbon -- will be used to put in municipal water
7 and reduce the well guarantee.

8 I would just want to make that very
9 clear because it's really separate and aside from
10 the 0307 agreement. It's -- it's just -- it just
11 happens to fit into the total picture.

12 So Mr. Chairman, did I explain that?
13 Does that make sense?

14 CHAIRMAN OSTERMAN: Well, the people
15 want to know what the money is going to pay for.
16 Essentially, what it's relieving them of is the
17 mains in front of their home, which they would
18 have been responsible to pay for, or any other
19 special assessments. Maybe it wasn't mains, but
20 I'm not sure what else it would have been.
21 Anything that the Village would be assessing
22 property owners as they came in, this money is
23 pledged to go pay for that, correct?

24 ATTORNEY MACY: That's Correct.

25 CHAIRMAN OSTERMAN: So if this was

1 not happening, so let's say this doesn't happen,
2 at some point in the future these homes go in,
3 those special assessments are going to be assessed
4 against these properties unless by some miracle
5 somebody came up with another agreement. This
6 money at this point is going to pay for this as
7 being pledged. Later on, I don't know.

8 I'm -- you -- this -- this Board
9 wasn't here when the first board agreement was
10 done. We were here for the 2020 and this one. I
11 think this is a great thing that they're able to
12 negotiate. I mean, you're talking about paying
13 for all these special assessments, which was a
14 huge part of this.

15 I was trying to pull the sheet up
16 here, but I can't get on the Internet, which
17 listed them all off. It's not the lateral. It's
18 not. But it is the special assessments, which for
19 some people is a lot of money and a considerable
20 amount of money. So I mean, this was, you know --
21 this was really good that they come out.

22 CHAIRMAN LEDONNE: Yeah.

23 CHAIRMAN OSTERMAN: This is huge.
24 This is very big. So I think that answers all
25 that, if you want to go on.

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CHAIRMAN LEDONNE: Yep.

ATTORNEY MACY: I want to clarify one of the answers that was given and give more technicality, if I may.

CHAIRMAN LEDONNE: Yeah.

ATTORNEY MACY: Several people have asked how to do comments, and you can send your comments to the State, as Mr. Riffle has indicated, but -- but actually, the procedure in the state law is that you make your comments tonight or you make them in writing to the municipalities within the 20 days, and then all those comments -- because if you send it to the State, I can't guarantee you where it's going to go or how it's going to get there. But if you send it to one of these two municipalities within 20 days of tonight's date, plus the comments that are made tonight will be sent. Sam, am I correct?

MR. LIEBERT: Within 20 days.

ATTORNEY MACY: We will send all of those written comments to the community -- to the State. We are required to do so by law after reviewing and analyzing them.

So I want to make it simple for everybody. If you want to make comments, the best

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way to do it to be guaranteed that they will be reviewed by the State, which is the question you asked is: "How do I make sure my comments are reviewed by the State," is to submit them in writing within 20 days to one of the two municipalities.

Correct, Sam?

MR. LIEBERT: Yes.

CHAIRMAN OSTERMAN: It's part of the process, handwriting? Or emails, would they work, John? What is the best way?

MR. MACY: Either way.

CHAIRMAN OSTERMAN: So maybe we can put a link on our web sites. Probably make it very easy and very transparent for everyone to get this information in. And, obviously, respond to anybody that sends an email confirming that we received this.

CHAIRMAN LEDONNE: That's a good idea.

CHAIRMAN OSTERMAN: So if you send an email, make sure you receive a response from us. If not, call us or send another one.

CHAIRMAN LEDONNE: Okay. We'll reopen for more comments from the public.

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THE GALLERY: I got another one.

John Plesh.

This all sounds good for right now if you're going to pay for the lines to the road. How about for the people that don't have lines in the road yet? What happens then? Is this agreement going to pay for theirs, when they need it, when the Village plans on putting more lines down the road? Because we still live there, but we're going to be -- we won't have nothing to run to it. Right? Because there is a lot of property there that there aren't -- there is nothing in the road.

And how about the properties that, for instance, the sewer line is in, but their grade is below the sewer line? How do you get the sewage from there up to there?

THE GALLERY: A lift station.

THE GALLERY: Huh?

THE GALLERY: A lift station.

THE GALLERY: But is a lift station in your yard? Who has to pay for the lift station?

THE GALLERY: You do. It's on your property.

1 THE GALLERY: Okay. Well, I guess I
2 know then.

3 There is more costs there.

4 Thank you.

5 THE GALLERY: My name is James
6 Radtke. Address is N72 West 24474 Good Hope Road.

7 It's not just the cost of the sewer
8 lines; but, again, I want to mention it's the
9 improvement costs for my plumber to go from the
10 road to my house to hook up. What is that?
11 \$10,000, perhaps? Okay.

12 But then after that, I had sewer and
13 I had a well and a septic, which works perfectly
14 fine, which we're happy with, but now, ten years
15 from now, if this all happens, I'm in Sussex.
16 Then I have that monthly or quarterly bill for
17 water and sewer. I don't have that now, and I
18 don't want that.

19 And I moved to Lisbon because of the
20 community it was, because of the taxes, because
21 of -- it's a nice place to live. And now, it
22 just -- being forced to perhaps be put into
23 Sussex -- nothing against you guys, but I'm real
24 content and happy now, and it's cheaper.

25 So thank you.

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THE GALLERY: Sorry. Me again.

Jason Wagner, Woodside Road.

A couple more questions. When you say \$1.4 million, does that -- is that all 64 properties that are on the list? There is just a couple properties out there that aren't developed yet, so I guess I'm just trying to identify if it's all 64 properties that are on the list.

Will the properties, if this moves forward, are they only under the, I guess, burden of assessments for sewer and water? When we come into the Village, there isn't any assessments that will be imposed or posed upon them for any other parks, whatnot, that some of the other new lots, developments coming into the -- into the Village are levied with?

We talked about sewer and water mains. Sewer and water mains include laterals to the houses. There is precedent both directions in the Village of Sussex, where the laterals are extended to the property line for water already, but there is precedence for sewer where the lateral is extended to the property line and where the lateral is not extended to the sewer from -- to the property line from the main.

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I would hope that this \$1.4 million if we're talking if this is the way it's going to go, I'm hoping that it is the installation of mains and whole laterals to the property lines at a minimum.

Another comment I have, perhaps, is this is some of the conversations that have been had previous in our group. Some of the septic, some of the wells are fairly new in some of these properties. Some are old. Some are new. I would hope that there is a consideration inside this agreement as it is developing that there is a provision for the failure of the septic and the well per DNR standards, not just failure of pumps and mechanisms but an official failure of the sewer or the failure of the septic, failure of the well, where it needs to be abandoned.

I don't know if ten years -- I mean, I can understand that some of these septic and some of these wells are probably going to fail within the ten years, and I can see that that may be something to consider in a conversation that person would be at that point necessary to hook up.

But as far as somebody that has a

1 new septic, has a new well, I think that person
2 should be afforded some latitude to enjoy the --
3 the expense that they've put into that sewer -- or
4 that septic and that well sometime beyond the ten
5 years. So I don't know if there is a threshold
6 that could be put in place, if this is to move
7 forward, as it sounds like it's going to be,
8 whether or not that septic could be
9 grandfathered -- that well could be grandfathered
10 at a certain time period if it's been installed
11 over X amount of previous years.

12 So thank you.

13 THE GALLERY: Mike Fitzlove again on
14 Maple Avenue.

15 Is this 1.4 million from, you
16 know -- going to be retroactive to the people that
17 were already forced from your old agreement to
18 join Sussex? I mean, the frontage line, are they
19 considered or are they just tossed out because
20 they wanted to improve the property?

21 You know what I'm talking about,
22 Joe, so are they considered in this? Because they
23 were in the agreement that's now into the -- this
24 lawsuit thing. Are they going to be kicked to the
25 side or are they going to be joined in this money

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that's for the frontage, I guess.

CHAIRMAN OSTERMAN: I guess to clarify, you're talking about the homes that have already gone into Sussex and already paid their assessments?

THE GALLERY: I believe they had to put their addition on, so -- so -- so are they going to get the money back? Something to consider because they did the agreement because they wanted to improve their property.

So thank you.

CHAIRMAN LEDONNE: Any other comments?

THE GALLERY: My name is Ryan Weitzer. Maple Avenue.

So, again, with the septic and well, I would ask that if we're going to be forced to hook up, if there could be some sort of grandfathered clause. My property, for example, is 200 feet from the road. So realistically, you know, you're not going to normally run a sewer line that far, and that costs -- I don't know -- 30, \$50,000 or something.

So if you guys are going to force us to hook up, then I would ask that you help pay for

1 some of that, if it's -- if it's not a realistic
2 location that's close to the road, if Sussex or
3 Lisbon will help us cover some of that cost.

4 Also, I know I think Stan's name
5 mentioned. In the 2020 clause, if the property
6 was sold that it would get annexed in, and that's
7 not true because I bought my home four years ago,
8 and now I'm faced with this, and that wasn't made
9 aware to me. It didn't come up on a title search
10 or anything. I did a legitimate real estate
11 transaction. Now I'm forced with this expense,
12 basically. So imagine buying something as an
13 investment for, like, your home, and all of a
14 sudden you have \$50,000 potential fee.

15 So I don't know if -- if that could
16 be answered, but that -- that didn't seem to be
17 the case. I know some other people bought
18 property recently, too.

19 And then also, can you explain
20 specifically what you're voting on tonight? We
21 have these in favor or opposed checkmarks, so
22 obviously during this, but can you explain to
23 everybody clearly what we're voting on?

24 And then again, with that \$1.4
25 million, just make it simple yes or no: Does \$1.4

1 million cover everybody's -- all 64 property sewer
2 and water hookup fees?

3 CHAIRMAN OSTERMAN: A lot is there.

4 THE GALLERY: My I'm Christine Dine.
5 N72W224030 Good Hope Road, Sussex.

6 Anyhow, I guess I'm -- I'm sorry.
7 I'm very confused. We did not have a chance to
8 understand what this new agreement is. You
9 mentioned it was posted in the newspaper. You
10 yourself mentioned you don't get a newspaper. So,
11 you know, it's kind of ironic, you know, to post.
12 This is -- I think that's kind of underhanded.

13 You guys know that we all have
14 questions about this agreement that is out there.
15 There is -- how many of us have been to every
16 meeting? How many of us have asked what is what?
17 I guess I need to know: What is the agreement,
18 this \$1.4 million? Great. If that's paying to
19 the laterals, but -- so also, a -- a couple of
20 other things that people have asked.

21 Why do we have to have hookup? Can
22 we just -- our wells are -- are good. Our septic
23 tanks are good. Could we be grandfathered? If
24 they fail, we address that then, and, you know, it
25 still only becomes Sussex with that. So that's a

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question I have -- I think many of us have.

And, yeah. Again, I mean, I think that would help a lot of us. I mean, not to be whatever, but more than 50 percent of this group, people have retired -- I'm just guessing -- but, you know, they don't have the money. The gentleman there, who is, you know, 80 years old. I mean, he's get --

THE GALLERY: I haven't been working either.

THE GALLERY: Yeah.

THE GALLERY: Yeah. So, I mean, I understand. And had we built in the new subdivision, had, you know, built one of these homes, we would have been charged with all of this. We bought the older homes. When we bought our home as well 17 years ago, we were told that we would not have to connect to sewer and water unless we chose to or it failed. So in no way that has to change. I -- I don't understand that. I guess I would like clarification on that.

And take into consideration that we don't have to hook up unless we -- we want to or there is a failure.

And if, you know -- I guess if some

1 people want to or need to, if there be some kind
2 of compensation for the hookups from -- because --
3 so our laterals are being -- up to the road is
4 being paid for. Again, thank you. I would agree
5 with everyone else. That's generous.

6 But, you know, Lisbon, you guys are
7 giving up your taxes. I mentioned this before.
8 So why not, over the next ten years, we don't pay
9 taxes and we keep that money and that goes to our
10 hookups if you're going to make us do the hookups?
11 You don't care if you have our taxes now, so give
12 these people their taxes for the next ten years,
13 and that can go towards their hookups. Just an
14 idea.

15 Thank you.

16 CHAIRMAN LEDONNE: Okay. We're
17 going to close the public hearing again
18 temporarily and try to answer some of the
19 questions.

20 CHAIRMAN OSTERMAN: John had asked
21 about the lines in the road as far as the ones
22 that aren't there yet.

23 Is there any -- and I don't know
24 what the plan is for the Village for this on that
25 one.

1 ADMINISTRATOR SMITH: So to be
2 clear, the special assessments are the existing
3 deferred or proposed special assessments, so it's
4 what's out there today. Not what may be in the
5 future. Most of these properties already have
6 water or sewer adjacent. I can't say that they
7 all do. I think there are a few that don't. But
8 most of this work is now in at this point. And so
9 it's for the existing sewer and water special
10 assessments. That's what the 1.4 -- that's how
11 much the outstanding special assessments are
12 today. It would pay off the existing special
13 assessments. Some of them are deferred because
14 the properties are in the Town of Lisbon. Some
15 are in payment, because they're in the Village of
16 Sussex.

17 It's not retroactive. If it's
18 retroactive, that means there's less than 1.4
19 million to pay all of your special assessments
20 off. So it just pays what's outstanding, the
21 outstanding balance.

22 CHAIRMAN OSTERMAN: Okay. So that
23 kind of addresses a few of the comments that Jason
24 had had.

25 And as far as the assessments that

1 had ever been assessed, Mike Fitzlove had asked
2 then as far as retroactive, that's the answer on
3 that one. It's only the ones that are current
4 that have not -- so only Lisbon residents going
5 into the Village.

6 THE GALLERY: Well, they were forced
7 on the last agreement, Joe.

8 THE GALLERY: That's 30 grand right
9 there.

10 CHAIRMAN OSTERMAN: Hold on. You
11 can come back up, but -- so that's the answer to
12 that question.

13 Jeremy, can you talk about as far as
14 with the Village, why there can't be anything --
15 so the Village has a process and you have statutes
16 relating to PSE that you have to follow as far as
17 why you can't do things differently from one home
18 to the next as far as requesting water and sewer
19 hookups.

20 ADMINISTRATOR SMITH: Yeah. I think
21 you just summarized it. You have an existing
22 house. You have ten years to hook up to water or
23 sewer. There is always hardship cases that can be
24 looked at, if you're a thousand feet away. I
25 don't want to say a specific number, but we look

1 at there are situations where it's just
2 practically infeasible to connect the water or
3 sewer.

4 But there is a reason for
5 consistency because we do have a requirement to
6 hook up. When you have a municipal water and
7 sewer system, there are requirements for that
8 system and for the PSE to require folks to hook up
9 and for the Village Board to determine that ten
10 years is that reasonable policy is to do so.

11 CHAIRMAN OSTERMAN: As far as Ryan
12 had talked about he bought his home four years
13 ago, I don't know why it doesn't show up on a
14 title search. I mean, since 2001 -- or 2000, I
15 guess -- I don't remember which date it was, the
16 first border agreement, these homes were all
17 identified over 20 years ago that they would at
18 some point be going into the Village of Sussex.
19 Now, whether there was confusion of when or how
20 they were identified, I don't know.

21 CHAIRMAN LEDONNE: I don't know if
22 there was a set-up trigger or if they sold or not.
23 I don't know. That's before me.

24 CHAIRMAN OSTERMAN: Right. There
25 was a lot of different things discussed. I think

1 it changed over the years a little bit, but, I
2 mean, we clarified it in the last border agreement
3 for sure what the triggers were to go into the
4 Village.

5 But the original one, there was --
6 there was processes that were supposed to be
7 following. And some of it was somebody said,
8 "Well, I put a new septic system in." Well, that
9 should have been a trigger. The problem is is the
10 Town isn't alerted when you put a new septic
11 system in because that's the county. So if the
12 Town doesn't know, the Town can't alert the
13 Village, and it's -- that's what happened with
14 that. I mean, that's how that worked. You know,
15 if we don't know, we can't tell anybody, and -- or
16 somebody says to me, "They were put in when
17 they're weren't supposed to."

18 CHAIRMAN LEDONNE: Does Stan have
19 any more on that?

20 ATTORNEY MACY: No. We can't give
21 legal advice as to the contract between the buyer
22 and the seller and the code. We can't -- we can't
23 talk about that. That's between the buyer and the
24 seller --

25 CHAIRMAN LEDONNE: Right.

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ATTORNEY MACY: -- and their title company. I really don't think the municipality should comment, and that's -- I think the only comments that you made are the only comments that can be made.

CHAIRMAN LEDONNE: Okay.

CHAIRMAN OSTERMAN: Then I guess I'm done. Anything I missed?

CHAIRMAN LEDONNE: Oh.

MS. CAPPOZZO: One person questioned what the public hearing comment forms are for. These are not for anyone to vote on anything. These are simply if you just want to register that you are in favor of or opposed to but you don't want to speak, you can fill one of these out just so that that is on the record as well. That's the only thing these are being used for.

CHAIRMAN OSTERMAN: So there is no vote tonight. This is just a public hearing. And then the 20-day time frame starts for submitting comments.

MS. CAPPOZZO: Kathy Nickolaus had a question and Jason Wagner had a question about if any other assessments were going to be placed on the property, other than the sewer and water, when

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they move into the -- into the Village.

ADMINISTRATOR SMITH: The Village has Chapter 18, which has our land division and development code that applies to the division and development of property. So the mere fact that these properties will be coming into the Village does not trigger the park impact fee or the library impact fee. If properties were subdivided and built on, a new house or a new property or something like that, then it could trigger Chapter 18. But the mere fact they come over as existing structures, even if you remodel that structure, that does not trigger the impact fee code. That's purely relating to dividing and land division and land development on the property.

MS. CAPPOZZO: And then there was one more question I had, was the -- the installation of the mains to the property lines, are they all covered, everything, to the property line?

ADMINISTRATOR SMITH: What's being covered in the existing special assessments. So for most of these properties, laterals are to the right-of-way line, but I can't say in every condition. I've been here since 2003. Some of

1 these mains were put in decades ago, and I can't
2 speak to all those conditions would be.

3 ATTORNEY MACY: This is John Macy
4 again.

5 Is there a way that that can be
6 determined property by property if a property
7 owner wants to know if the lateral to the main
8 from their property line exists for either sewer
9 or water?

10 ADMINISTRATOR SMITH: in theory, we
11 should be able to figure those out. We should
12 have some records of those from when those were
13 installed. It may take a lot of work to dig
14 through some of the older files.

15 ATTORNEY MACY: Then who -- who
16 would they contact if they wanted to know their
17 specific information regarding their property?

18 ADMINISTRATOR SMITH: The Village
19 engineer. The public works engineer, Judy, and I.

20 CHAIRMAN OSTERMAN: Anyone else?
21 Anyone else hear anything that we didn't address
22 so far?

23 CHAIRMAN LEDONNE: The one gentleman
24 talked about grandfathering the -- well, the wells
25 and the septics, but that we covered with the PSE,

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correct? Okay. That's what I thought.

Okay. We're going to open the public hearing back up for more comments.

Anybody have a comment?

THE GALLERY: Robert Kalingelhlets on Good Hope, again.

These questions are just around the timing on all this. If this agreement is put together, can anybody ballpark how fast I would be in Sussex? And I assume the clock starts the second that I get into Sussex as far as my ten years.

And then this is kind of a question about for Sussex. Is there a penalty or is there fines? Or let's just say, ten years from now I'm in Sussex. I don't have the money to run laterals. I mean, are you going to come hook me up and then assess me on my taxes, or -- I just don't know how that works. And if there is fines or -- or what do you do today?

Thank you.

THE GALLERY: Hopefully, the last time.

I just want to make a comment about the titles. I can guarantee that every single one

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of these properties, there is no listing on any of the titles as far as the special assessments. I will put money on that.

Another question is, is: I would like to know how to get the transcripts of tonight's meeting.

And I guess another comment or another question came up in my -- in my head as far as comment that Jeremy Smith had made as far as some of these properties -- really, one of the other property owners mentioned, this is -- is that some of these properties don't have any service as far as lateral -- not lateral -- mains in front of them whatsoever. They're not even near the properties. So are we saying that your special assessment today is paid, but there is the potential in the future if a utility is ran past your house in an improvement, that at that time, you are then exposed to future special assessment for -- for that improvement in front of your house? Because I guess that's kind of contradictory to I guess what we're trying to or what I'm understanding is being offered here tonight is to eliminate the charges that would be incurred for any improvements, special

1 assessments, means, whatsoever what's in the right
2 of way and getting your sewer and water hooked up.

3 So thank you.

4 CHAIRMAN OSTERMAN: Anyone else?

5 THE GALLERY: John Fugerino, North
6 72 West 244 Good Hope Road.

7 For the last two and a half, three
8 years, I've been coming up here, listening to some
9 of you, I have been told more than two, three
10 times, Judy Nyes, there will be no assessments
11 whatsoever to all of this -- the roads, the -- all
12 the service being done.

13 Now I'm looking at \$40,000. I was.
14 I -- I thank you much. And now I'm looking at
15 hooking up, if I have to, to product close to
16 \$40,000. They're taking care of their side. Now
17 I think it's time for you all to kick in to hook
18 up and pay for all the laterals, because you're
19 benefiting. You're benefiting. You should have
20 to take care of that.

21 The other thing is, where my
22 laterals are, it's probably 70, 80 feet from where
23 it should have been. Do I have to cover that
24 extra cost when it comes time to hook up laterals,
25 even if I did have to come out with an extra

1 \$40,000? Do I got to pay extra because it's 70,
2 80 feet from where it should have been?

3 CHAIRMAN OSTERMAN: Okay.

4 THE GALLERY. John Schulte on Maple
5 Avenue.

6 As far as -- he's mentioning as far
7 as the laterals, when they were put in, I paid
8 attention to the maps that they had and where they
9 were putting in the laterals. My lateral would
10 have been 40 feet from where it should have been,
11 but the gentleman that you had that was the
12 contractor, he says, "Oh." He says, "No problem."
13 He says, "When we're putting in the sewer and
14 water, we can put that lateral anyplace."

15 If you guys have to put in any sewer
16 and water laterals in, in the future, you should
17 contact the property owners so you put them in the
18 right place.

19 My next door neighbor, he wound up
20 at the end of the -- the existing Sussex water
21 right where it ended, and they never -- they
22 stubbed the house to the east, but they didn't
23 stub his house.

24 The charge for a lateral -- and I'm
25 talking about on Maple Avenue. I'm talking about

1 a short stub. Let's call it 30 feet. 6700 bucks.

2 So if you guys want an idea of how
3 much it costs to run a stub, that's just for the
4 pipe. That ain't the cost -- the cost for hooking
5 it up. I hope that it sheds a little light on
6 some of your questions.

7 CHAIRMAN OSTERMAN: Anyone else wish
8 to speak?

9 CHAIRMAN LEDONNE: Okay. I'm going
10 to temporarily close the public hearing. We're
11 going to go ahead and answer some of the
12 questions.

13 CHAIRMAN OSTERMAN: I'm not sure who
14 was asking about how long it would be before the
15 findings were made that the water and sewer would
16 be found to be made available, and then they start
17 the ten-year clock -- I believe is what the
18 question was on that first one.

19 ADMINISTRATOR NICKOLAUS: Kathy
20 Nickolaus.

21 I believe the -- I'm -- I might be
22 wrong, but I believe the question was when the 307
23 would be completed, what kind of timing we'd have,
24 and that's when their clock would start.

25 So the earliest that that would

1 happen would be April.

2 ATTORNEY RIFFLE: Yeah. You have --
3 the earliest that we can submit the cooperative
4 boundary plan to the Department would be 60 days
5 from tonight, and the earliest -- the latest that
6 they can act on it would be 90 days from then.
7 So, you know, it's 150 days from tonight. I'm a
8 lawyer, not a mathematician. You guys are
9 probably better than that than me.

10 CHAIRMAN OSTERMAN: So once the
11 Board -- the boundary line is done, though, and
12 everything, how long does it take before a finding
13 is made that water and sewer are available?
14 Typically?

15 ATTORNEY RIFFLE: Well, they would
16 have ten years. They would have to -- they would
17 have ten years to hook up.

18 CHAIRMAN OSTERMAN: That starts
19 beginning -- as soon as the border agreement
20 starts, that's when the clock starts?

21 ATTORNEY RIFFLE: When they are in
22 the Village, that's when the clock would start,
23 which would presumably be -- after the cooperative
24 boundary plan is approved by the department, it
25 comes back to both municipalities. At that point

1 in time, both municipalities must adopt
2 resolution, accepting -- finally approving that
3 plan and putting it into place. And then the day
4 after that, the lands will be transferred.

5 So let's look at, you know, 150 days
6 plus ten days to get both Boards to act. I mean,
7 that's probably a reasonable time frame. And then
8 ten years from that is if somebody doesn't want to
9 hook up, ten years from that, they would come to
10 the municipality and say, "I don't think sewer is
11 available now because it's 1500 feet away," and
12 whatever, you know, policy that would be in place
13 at that point in time would be put into place.

14 There are policies -- and I'm sure
15 we have one -- that says we look at it on a
16 case-by-case basis, and if it's obviously half a
17 mile away, I mean, clearly it's not available.

18 I don't know where the guidelines
19 are, but it's ten years down the line if somebody
20 doesn't want to hook up.

21 CHAIRMAN OSTERMAN: Jason asked
22 about how to get a hold of transcripts from
23 tonight.

24 MS. NICKOLAUS: Once we receive the
25 transcripts at the Village or Town, you can

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contact the clerks at either one of the municipalities and make public records request from us.

CHAIRMAN OSTERMAN: I just have a point of clarification that this would only be covering special assessments that have already been there now, not future assessments.

I just want to clarify one thing, too. The -- covering these special assessments, this was negotiated by the Village of Sussex, so they are the ones that -- that were able to do this. So this was not something the Town of -- now, this all has been a part of the all-encompassing agreement, obviously, but they are the ones that came up with this and negotiated this with Land And Stone.

So there is not an infinite pool of money to go from, so this is actually unprecedented. I have never seen anyone do this before, especially this amount of money that's out there.

And then you talked about the laterals, which I think we've covered that one.

Anything else that was missed?

CHAIRMAN LEDONNE: I think -- oh.

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Yeah. If somebody doesn't want to come in with water at some point, what happens?

ATTORNEY MACY: John Macy again.

CHAIRMAN LEDONNE: I've never seen it happen, but --

ATTORNEY MACY: John Macy speaking.

Yes. The municipality has the right to bring an enforcement action. I've never seen them bring daily forfeitures. Maybe Stan has.

We have had a situation where we got court orders and went in and hooked up people and they paid for it. Yep, we've done that in this District.

ATTORNEY RIFFLE: But again, ten and a half years from now, or ten years and a quarter from now, that's when that would happen.

CHAIRMAN OSTERMAN: Also, John had asked about if there is not a stub out of the right of way of the property line, who would pay for that? So basically if it's across the street, I'm assuming.

ADMINISTRATOR SMITH: The property owner.

CHAIRMAN OSTERMAN: 150 days I believe is right around April 29th, if Google did

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me right.

Anything else that anyone --

THE GALLERY: The question on future assessments.

CHAIRMAN OSTERMAN: I think that --

ATTORNEY MACY: There seems to be some confusion here about what's being paid for, what -- to keep referring here, Jeremy, that there are people who have a special assessment but don't have line in front of their house. That's -- that's not true, is it?

ADMINISTRATOR SMITH: Anyone that has a special assessment has water or sewer in the road in front of their property.

ATTORNEY RIFFLE: But it may not be stubbed to their property.

ATTORNEY MACY: So there can't be someone who we're paying their special assessment, who doesn't have sewer and the lines in front of their house. That's the first thing I wanted to clarify.

The next thing is, if it's not there, yes. If it comes in, like any other resident, it comes in and the Board determines a special assess for those mains, yes, they will be

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special assessed.

Right? I mean, that's --

ADMINISTRATOR SMITH: Sure. I mean, if the Village Board does that or chooses to do that for a project, then that will be.

ATTORNEY MACY: But there seemed to be an inference there was a third category, but I couldn't figure out what it is. You either have it, and you have a special deferred assessment and it's going to need to be paid; or you don't have it, and you might at some point in the future get a special assessment, correct?

ADMINISTRATOR SMITH: That's correct.

CHAIRMAN OSTERMAN: So it is not covering any future special assessment. It is only covering ones that are already in play as of now?

ATTORNEY MACY: You can't possibly do future assessments. We have -- there is no way you can have money for something that you have no idea that's even going to occur. There would be very few properties that don't have water or sewer.

CHAIRMAN OSTERMAN: Hang on. Hang

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on.

Did we cover everything so far?

CHAIRMAN LEDONNE: I think we're good. All right. We're going to reopen for public comment.

Your name?

THE GALLERY: [John Schulte] Since the Lisbon seems to come up with \$140 million or whatever, and it benefits Lisbon, there is also a direct benefit to the Village of Sussex as far as this whole thing going down. And I think as far as the balancing thing, Sussex should pay for the lateral. This is something that's very simple. I'm not asking for the hookup fee, which is a separate thing, but what I'm saying is that since when the sewer lines and the water lines were constructed, due to a failure in engineering, the -- the stubs were put in the wrong place. And since it was Sussex, who did that engineering, I think Sussex should have a burden -- burden, as far as correcting that; in other words, paying for that stub in the hookup fee. I can see where that could be a responsibility of a homeowner. But screw-ups, I think you got to pay for it, guys.

John Schulte.

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CHAIRMAN OSTERMAN: Anyone else?

THE GALLERY: [Jason Wagner]

Hopefully, I'm done. \$1.4 million. Some of these properties, there are undivided large tracts. Does any of this money go to future to undivided properties that are potentially going to be developed? I really think that's an unfair situation that potentially there is a large tract of land that is to be subdivided into subdivisions that at some point that that developer or that property owner is going to benefit from this, when there is a profit motive for developing a property.

None of these property owners here have any profit motive for doing what they're doing and living at their property. I would hope that this \$1.4 million if there is any properties that are considered sub dividable into more than, you know, a handful of lots that that money is used in a better way instead of funding a profitable.

CHAIRMAN OSTERMAN: Jason, I'm going to answer right off the bat right away. It's only current assessments. It's not going towards anything in the future. It is only what is

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already existing.

THE GALLERY: It's just a comment I want to make. Thank you.

THE GALLERY: John Plesh again. It might not be the last time.

So what I just heard Jason say is that for the properties that there is already sewer line at that -- their properties, they have long line of property there, their sewer there, they won't have to pay anything because it's there already.

But for my house, I'm here now. I live there. But there is no sewer in front of me; and there is quite a few other ones, there is nothing there. So I'm next to Sussex. And in two years, you're going -- they're going to say, "Well" -- or ten years. I don't care if it's ten years. "Well, you got to pay for the sewer line now for one house to get down the road, but you paid for this other guys's all the way down."

Don't you think there should be money set aside in some way for the people that don't have the sewer in front of their house? I think it's a great, and -- and someone should be definitely held accountable when they put the

1 sewer lines in that you can't look at whoever the
2 engineer is. You can't look at a house and say,
3 "Where is your sewer line coming out so we can put
4 this in the right spot?" That's going to be a
5 problem with everybody's house here if they just
6 put it wherever they felt like putting it.

7 But my biggest question is: The
8 sewer that isn't there that the people are going
9 to have to pay for because we're all in the same
10 boat, but we're going to get stuck for paying for
11 the sewer, when they want that to happen. That is
12 an important one. If he's paying \$1.4 million to
13 everybody else, maybe Sussex and Lisbon should get
14 a kitty together so they can pay for the sewer
15 that wasn't put in that should be.

16 CHAIRMAN LEDONNE: Any other
17 questions?

18 THE GALLERY: So the problem is
19 there is no consideration. My next door neighbor,
20 my kid that bought the estate from my parents,
21 they went to the Town of Lisbon. Asked for a
22 permit. They said, "No. You got to go to
23 Sussex." And they went through all the hoops
24 because of this agreement that's going to be null
25 and void. Now, they're making a new one. There

1 is no consideration for the frontage on their
2 property because they were forced. There is going
3 to be no consideration for them. The assessment
4 that was incurred by them, that's what I want to
5 hear: Is there or isn't there?

6 It just seems fair. I mean, they
7 played their rules, and now that's -- the
8 agreement is a lawsuit now. So there is -- to me,
9 there should be consideration there for somebody
10 that played by the rules but now they changed
11 again. That's it.

12 CHAIRMAN OSTERMAN: Does anyone else
13 wish to speak?

14 CHAIRMAN LEDONNE: Okay. We're
15 going to temporarily close the public hearing and
16 answer some more of your questions.

17 CHAIRMAN OSTERMAN: So the question
18 again was posed about Sussex or Lisbon. It was
19 Sussex is to pay for the laterals, but that again
20 falls to the PSEC, which you guys have done.

21 Correct, Jermey?

22 ADMINISTRATOR SMITH: Land And Stone
23 is making a one-four-million-dollar payment. They
24 are paying off the special assessments. I want to
25 make that clear. The Village isn't paying off the

1 special assessments. Land And Stone is making
2 a 1.4 million to pay off the existing specials.

3 CHAIRMAN OSTERMAN: So that --

4 ADMINISTRATOR SMITH: The other part
5 of the comment is not a question.

6 CHAIRMAN OSTERMAN: Yeah. They
7 cannot pay for the laterals, neither can the Town,
8 is what is being stated. There was a donation
9 made that is paying for the mains -- the special
10 assessments. I got to stop saying mains. The
11 special assessments.

12 John talked about he doesn't have
13 mains in his road and would there be any
14 consideration to putting money aside to help pay
15 for those. That would be something that would be
16 for the Village.

17 ATTORNEY MACY: As Jeremy has just
18 indicated, that's not what Land And Stone Product
19 has agreed to pay for. So that's not on the
20 table. That's not -- that's the only answer we
21 can give.

22 And that's the same answer to
23 Mr. Fitzlove for his child. That's not part of
24 the payment from Land And Stone is willing to pay
25 for. That's not what Land And Stone is willing to

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pay for.

CHAIRMAN OSTERMAN: I just want to do a point of clarification, too. Jamie and Tony actually fell under the original border agreement and the 2020. So it would not have mattered had they done this -- had we not done anything at all, they would have fallen under the original border agreement from 2000 on this one. Now, whether it's -- more attention was brought to it and things were missed in the past, not intentionally but obviously they were when we talk about the septic systems, they would have fallen under both of them. So it doesn't matter if it's the first, second, or this last one. They would have been under no matter what.

Do we have anything else? Did I miss any there?

CHAIRMAN LEDONNE: I think we got it all.

Okay. We'll reopen the public hearing. Any other questions? Any other questions?

THE GALLERY: Hi, again. Christine Dine, N72W43210 Good Hope Road.

I heard someone mention before

1 Sussex worked the agreement with Land to help us
2 out, and I want to say thank you. But I guess I
3 want to know: What is Lisbon -- what do you guys
4 have to offer us? What do you guys -- we've been
5 paying our taxes. We've been counting on you to
6 look after our best interests; and to get what you
7 want, you're, you know -- Sussex is -- Sussex
8 figured out some way to help us out. So I want to
9 know: What is Lisbon -- have you guys even
10 considered -- do you have any thoughts? Do you
11 have any way to help any of these people?

12 Thanks. That's all I have.

13 THE GALLERY: If I could just make a
14 closing statement, Jason, and --

15 CHAIRMAN LEDONNE: Call to order
16 then.

17 THE GALLERY: [Jason Wagner] I'm
18 just going to make a -- probably wrap this up is
19 how I started that this is all fine and good. All
20 the conversations that we've had about the
21 possibilities we have had about sewer and water,
22 but I believe at the root of this that any new
23 agreement does not have the abilities to include
24 any of these properties. It is not legal. It is
25 not. It's not -- you have no right. The 2000

1 agreement is dead. You guys voted it out with the
2 2020 agreement. No one was considered of these
3 properties or no conversations were held with any
4 of these, whether or not they wanted to be part of
5 a new agreement, whether or not there was
6 conversations in the year 2000, if these
7 properties wanted to come in or not, that may have
8 happened. That's fine and good back in the year
9 2019, '99, whatever it was.

10 No conversations were had for the
11 2020 agreement. There is no conversations being
12 had for the, I guess, 2022 agreement, let's call
13 it. So I don't know which jurisdiction you are
14 standing on to include any of these properties
15 anymore, and I still affirm the fact that you do
16 not even have their right.

17 So I appreciate everything that
18 we're -- if we're going to be sucked into this,
19 fine. I appreciate all the conversations that
20 have been had about possibilities of sewer and
21 water, but I believe the root of it is that all of
22 its a moot point because it's irrelevant.

23 So thank you.

24 CHAIRMAN LEDONNE: Okay. Any other
25 comments? Comments or questions? Any other

1 comments or questions?

2 THE GALLERY: Gill Parise, West 240
3 North 7595 Maple Avenue.

4 I don't want to be any part of this.
5 I don't need this stress. You guys are terrible.
6 All of you are terrible for making us go through
7 this. All this money. Did you -- do you know
8 that your guys, whoever did this, put in the sewer
9 and stuff, I got 125 foot of property. They put
10 the hookup on the north side. My septic is on the
11 south side in the back of my house. Who in the
12 heck did that? The engineer, he -- you should
13 fire those people because they -- I'm in
14 construction, and if I had that company, I would
15 get rid of them because they're dumb as rocks.

16 And you guys, you guys don't give a
17 crap about us. You guys want to become a village.
18 Really? So our taxes can go up? Our taxes are
19 going up because you want to become a village so
20 they don't steal any more of your property.

21 You know, it's our property. Not
22 your property. We don't want it. I built my
23 house in the Town of Lisbon. That's where I want
24 to be. I don't want to be in this town. They're
25 terrible. I don't have no kids going to schools.

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Nothing.

I can't afford this hookup. You know, I don't even care about the 1.4 million. You know, it's probably going to cost me about 80 grand to hook up because idiots put the thing --

ADMINISTRATOR SMITH: Hey.

THE GALLERY: Okay. Sorry. You know, I'm very upset. Okay? If you were in my situation, what would you do? How would you feel? You know, I'm very upset with all of you guys, okay, for making us go through this. We shouldn't have to. I mean, you know, my -- my -- my hookup is going to have to go on an angle and somehow around the house. Really?

You know, that's all I got to say. You guys are nuts. That's all I have to say. I don't give a shit. We're going to fight this, too, because we ain't done.

CHAIRMAN LEDONNE: Any more questions? Comments? Going once. Any more questions or comments? Going twice. One more time. Any more questions or comments?

We will close the public hearing at this time. Well, we could still -- did we have any more questions?

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CHAIRMAN OSTERMAN: Well, we had the one question about how the Town of Lisbon is going to help. This is the plan. This is what's on the table. There has been a lot of back and forth on this. There has been a lot of property transferred between the Village and Town up to, but this is -- this is what it is.

CHAIRMAN LEDONNE: Okay. I want to thank everybody for keeping it in check. I know we had a few little things, and emotions run high. And I thank everybody for coming.

I'll make a motion for --

ADMINISTRATOR SMITH: I'm sorry.

CHAIRMAN LEDONNE: Go ahead.

ADMINISTRATOR SMITH: Just as folks leave, I just want to make a note, again, that you have 20 days to submit written comment. It's important that that is part of the record and what gets submitted to the State. So you do have 20 days for the written record.

CHAIRMAN LEDONNE: I make a motion for the -- well, the Village board to adjourn.

Second?

All those in favor?

Opposed?

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Motion carried.

CHAIRMAN OSTERMAN: Motion from the
Town Board to adjourn?

MS. BEAL: I make a motion to
adjourn.

CHAIRMAN OSTERMAN: Linda Beal. Is
there a second?

MR. MOONEN: Second to the motion.

CHAIRMAN OSTERMAN: Second is Mark
Moonen.

CHAIRMAN OSTERMAN: All In favor?
Opposed?

Motion carried at 8:26.

We are adjourned.

(End of proceedings.)

1 STATE OF WISCONSIN)
2 RACINE COUNTY) SS:

3 I, AMY L. SCHNEIDER, Registered
4 Professional Reporter and Notary Public in and for the
5 State of Wisconsin, do hereby certify that on the 30th
6 day of November, A.D., 2021, the above public hearing was
7 taken before me, reported stenographically, and was
8 thereafter reduced to typewriting under my direction.

9 The said public hearing was taken at
10 Sussex Civic Campus, N64 W23760 Main Street, 2nd Floor
11 Sussex, Wisconsin, and there were present members as
12 previously set forth.

13 I further certify that the foregoing is a
14 true, accurate, and complete record of the public hearing
15 at the time and place hereinabove referred to.

16 The undersigned is not interested within
17 the case, nor of kin or counsel to any of the parties.

18 In witness whereof, I have hereunto set
19 my hand and affixed my Seal of Office at Racine,
20 Wisconsin, this 10th day of January, 2022.

21
22 AMY L. SCHNEIDER - Notary Public
23 In and for the State of Wisconsin
24 My Commission expires: 5/18/2024

25 CSR No. 084-004404