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# Wisconsin Legislative Council



Anne Sappenfield  
Director

TO: MEMBERS OF THE JOINT COMMITTEE ON FINANCE

FROM: Anne Sappenfield, Director

RE: Department of Justice Settlement Proposals for Consideration at June 16, 2020 Joint Committee on Finance Hearing

DATE: June 11, 2020

This memorandum summarizes the proposed settlements for the four cases that the Department of Justice (DOJ) submitted to the Joint Committee on Finance (JCF) pursuant to s. 165.08 (1), Stats., in a letter dated May 12, 2020. These cases are scheduled to be heard by JCF on June 16, 2020, and are summarized below.

## ***VALLEY BEAU FARMS***

*State of Wisconsin v. Valley Beau Farms, Inc. and Douglas A. Bowe* (Chippewa County Case No. 2019-CX-1) is a prosecution related to violations regarding agricultural runoff management. According to DOJ<sup>1</sup>, the defendants disputed the allegations, and a proposed resolution has been reached.

The violations alleged include the following:

- Overflow of manure from an in-ground pit on three occasions.
- Direct runoff from stored manure into waters of the State.
- Exceeding the margin of safety level of manure in an above-ground storage structure on four occasions.

The total monetary penalty proposed is \$15,000 and includes \$8,416.67 in forfeitures.

## ***UNITED LANDFILLS***

*State of Wisconsin v. United Landfills of America Incorporated and Marko S. Ruppe* (Iron County Case Nos. 18-CX-0001A, 18-CX-0001B) is a prosecution related to violations regarding a landfill in Iron County. According to DOJ, the defendants disputed the violations but have contingently agreed to settle.

The violations alleged include the following:

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<sup>1</sup> See letter from Charlotte Gibson, Administrator, and Corey F. Finkelmeyer, Deputy Administrator, Division of Legal Services, DOJ, to JCF, dated May 12, 2020.

- Failure to close the landfill within 90 days after disposal of waste at the landfill ceased.
- Operation of the landfill without a certified site operator. Mr. Ruppe, the site operator, did not renew his Solid Waste Disposal Facility Operator Certification after 2015.
- Failure to conduct groundwater monitoring on three occasions between 2016 and 2018.
- Failure to pay the required annual operation inspection fees due to the Department of Natural Resources (DNR) since 2014.

The proposed settlement includes injunctions to properly close the landfill and to conduct required groundwater monitoring. The total monetary penalty proposed is \$13,000 in monetary penalties to Iron County, including \$8,756.80 in forfeitures, and \$7,000 to the DNR for unpaid inspection fees for previous years.

## ***FRANK GRIBBLE***

*State of Wisconsin v. Frank Gribble* (Dane County Case No. 15-CX-0055) is a prosecution of a property owner for failing to take the actions necessary to clean up a petroleum spill. According to DOJ, the defendant disputed the allegations. DOJ indicates that the settlement is time sensitive because the petroleum contamination at Mr. Gribble's property is a threat to public health and the environment.

The total monetary penalty proposed is \$100,000 and includes forfeitures of \$64,539.12.

## ***VISION PROPERTY MANAGEMENT***

*State of Wisconsin v. Vision Property Management, LLC, et al.* (Milwaukee County Circuit Court Case No. 2017-CX-0003) is a prosecution alleging a false, misleading, and deceptive business scheme to induce consumers to lease, rent, or purchase uninhabitable properties. According to DOJ, the defendants disputed the allegations.

The proposed settlement includes the following, among other, injunctions:

- The defendants must comply with all applicable state laws and regulations and municipal codes governing the sale and rental of real property in all current and prospective sale and lease agreements for properties located in Wisconsin.
- Except for repairs made necessary by the negligence of, or improper use of the premises by, the tenant, the defendants must keep the premises over which a landlord maintains control and all equipment under the landlord's control that the landlord has agreed to provide (e.g., heat, water, elevator, or air conditioning) in a reasonable state of repair.
- The defendants may not rent, lease, or enter into any rent-to-own or lease-to-own purchase agreements unless the property has been deemed habitable and fit for occupancy.
- The defendants must disclose to a prospective tenant any building code or housing code violations that meet specified conditions, such as presenting a significant threat to the prospective tenant's health or safety.
- The defendants may not make untrue, deceptive, or misleading representations during the marketing, including the price, affordability, or habitability of properties.
- Within 90 days of the effective date of the settlement, all properties owned by the defendants that are subject to a lease agreement or a lease agreement with option to purchase will be subject to an

inspection to identify any habitability issues. The defendants will repair or otherwise remedy the habitability issues identified in the inspection report.

The total monetary penalty proposed is \$500,000, including \$65,634.87 in forfeitures and \$350,000 to be placed into a consumer restitution fund.

If you have any questions, please feel free to contact me directly at the Legislative Council staff offices.

AS:ksm