

PUBLIC UTILITIES COMMITTEE

Tuesday, January 19, 2016

6:00 P.M.

**McFarland Municipal Center
Conference Room "A"**

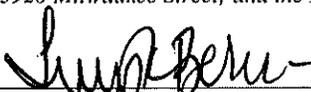
AGENDA

1. Call to Order.
2. Public Comments.
3. Review and possible approval of draft Minutes from the Public Utilities Committee Meeting of December 15, 2015.
4. Holscher Road and Lift Station #5 update.
5. Update on preliminary plans for Broadhead/MN and Alben construction project.
6. Update on Siggelkow Road water main project.
7. Discussion and recommendation to Village Board regarding Adaptive Management full-scale agreement.
8. Discussion and possible recommendation on vacant cell tower building to be turned into public restroom.
9. Discussion and recommendation to do upgrades to Lift Station #2.
10. Review and possible approval of Stormwater Utility fixed and variable budget components for 2016.
11. Staff Reports.
 - a. Update on activities
 - b. Compliance Maintenance Annual Report Results
 - c. Financial Reports
 - d. Impact Fee Summary
12. Adjournment.

NOTES:

- 1) Persons needing special accommodations should call 838-7287 at least 24 hours prior to the meeting.
- 2) A quorum of The Village Board may attend this meeting for the purpose of gathering information relevant to their responsibilities as Village trustees. No matter shall be considered nor shall any action be taken by said Village Board members at this meeting.
- 3) More specific information about agenda items may be obtained by calling 838-7287.

This agenda was posted, or caused to be posted, by my hand on the 15th day of January, 2016 at the following three (3) posting places in the Village of McFarland, to wit: McFarland Municipal Center, 5915 Milwaukee Street; E.D. Locke Public Library, 5920 Milwaukee Street; and the McFarland State Bank, 5990 Hwy. 51.



Tracey Berman, Clerk/Deputy Treasurer

**Public Utilities Committee
Meeting Minutes – DRAFT
December 15, 2015**

Members Present: Mary Pat Lytle, Marc Nielsen, Ernie Peterson and Craig Weiss

Members Absent: Stephanie Brassington

Staff Present: Kelsy Boyd, Allan Coville, Linda Dieckhoff and Eric Rindfleisch

Others Present: None

1. **Call to Order.** The meeting was called to order at 6:00 p.m. by Chair Lytle in Conference Room “A” at the Municipal Center.
2. **Public Comments.** None
3. **Review and possible approval of draft Minutes from the Public Utilities Committee Meeting of November 17, 2015.**

Motion by Nielsen, second by Weiss, to approve the draft minutes from the Public Utilities Committee Meeting of November 17, 2015 with changes. Motion carried 4-0 by acclamation.

4. **Discussion and recommendation to Village Board regarding the utilities budget.**

Rindfleisch indicated that he broke down the 2016 capital projects between the three utilities.

Nielsen asked about the cost of the one ton pickup truck. Coville indicated that the pickup truck is a 1 ½ ton which is more expensive and the truck is used for plowing which includes plow and salter.

New budget sheets were handed out. Each utility is divided out separately.

Sewer rates have increased 8.64% due to the MMSD rate increase. Do we want to increase rates to make up for the projected \$53,921 deficit projected?

Stormwater rates should be increased 5% or use application of fund balance. In 2017 the Adaptive Management cost will increase dramatically.

Nielsen asked about administrative charges. He believes they are high in the allocation of administration.

Motion by Lytle, second by Peterson, to recommend to Village Board that we adopt a rate increase of approximately 5% to \$88.98 for stormwater ERU rate effective January 1, 2016. Motion carried 4-0 by acclamation.

Motion by Lytle, second by Peterson, to recommend to Village Board that we adopt an 8.64% rate increase for meter charges and usage fees for sanitary sewer effective January 1, 2016. Motion carried 4-0 by acclamation.

Motion by Lytle, second by Peterson, that we recommend to Village Board to adopt the water utility budget for 2016 as shown in the 2016 board column effective January 1, 2016. Motion carried 4-0 by acclamation.

Motion by Lytle, second by Peterson, that we recommend to Village Board to adopt the sewer utility budget for 2016 as shown in the 2016 board column effective January 1, 2016. Motion carried 4-0 by acclamation.

Motion by Lytle, second by Peterson, that we recommend to Village Board to adopt the stormwater utility budget for 2016 as shown in the 2016 board column effective January 1, 2016. Motion carried 4-0 by acclamation.

5. **Discussion and recommendation to Village Board regarding Adaptive Management full-scale agreement.**

Coville indicated that Eric Rindfleisch and he met with MMSD to discuss Adaptive Management. The costs for 2016 will be the same but in 2017 they will be increased.

When our storm water model is rerun the cost allocation for Adaptive Management should change.

Eric Rindfleisch indicated the most effective way to go is with the Adaptive Management Plan rather than the Village working alone.

Weiss would like to know what our base line is and where we are with the improvements we have made.

Motion by Lytle to recommend to Village Board to adopt the draft Adaptive Management Agreement. Motion withdrawn beings the agreement was in draft status.

Put this on next month's agenda.

6. **Holscher Road and Lift Station #5 update.**

Coville indicated that the building is almost complete. The inside framing is in but the mechanicals are not. It should be operational in February. A couple of residential building permits have been pulled. If the lift station is not completed when the first house is done, Veridian will have to use a pump as defined in the Developer's Agreement.

7. **Discussion on preliminary plans for Broadhead/MN and Alben construction project.**

At the Public Works Committee Meeting there was an update on the preliminary plans regarding the Broadhead/MN project. This is a joint venture with Dane County. The plan is to go out for bids in February. The Village will also be replacing the water main on Alben, Holscher Road and Siggeklow Road.

8. **Staff Reports.**

- a. **Update on activities** – This has been a great winter so far. The lakes, rivers and streams water quality should improve with the low salt usage this winter. The street sweeper is still out cleaning up leaves.
- b. **Financial Reports** – Placed on file.
- c. **Impact Fee Summary** – Placed on file.

9. **Adjournment. Motion** by Lytle, second by Nielsen, to adjourn at 7:30 p.m. Motion carried 4-0 by acclamation.

Respectfully Submitted,
Linda L. Dieckhoff
Public Works/Utilities Clerk

Madison Metropolitan Sewerage District



1610 Moorland Road • Madison, WI 53713-3398 • P: (608) 222-1201 • F: (608) 222-2703

Memorandum

To: Yahara WINS Pilot Project Municipal Participants
From: Dave Taylor, Director of Ecosystem Services
Date: December 17, 2015
Subject: Intergovernmental Agreement

Attached is a final version of the Intergovernmental Agreement (IGA) for the full scale adaptive management project. We are asking communities that will participate in the full scale project to take the necessary steps to execute the IGA by March 31, 2016. The signature page is being provided in Word format to allow you to insert the appropriate name and title of the individual(s) being authorized to execute the IGA on behalf of your municipality.

As always, we are available to attend a board or council meeting if doing so would be helpful in answering questions you might have as you take action on executing the IGA. I can be reached by email (davet@madsewer.org) or by phone (608-222-1201, ext. 276).

The final version of the attached IGA reflects revisions made in response to comments or suggestions received during the most recent review process. Significant changes include the following:

- **Section 6 (Executive Committee):** Two additional “advisory” positions (Yahara Pride Farms and Dane County) that are non-voting have been added to the Executive Committee. These two groups have played key collaborative roles in the Adaptive Management Pilot Project and it is anticipated they will continue to play key roles going forward. The Executive Committee may at its discretion appoint additional advisors.
- **Section 8 (Budget):** This section has been revised to allow for annual payments to be made in two equal installments. The first installment shall be made on or before February 28th of each year and the second installment shall be made on or before June 30th of each year. Language was also added to address the 2016 transition year payment, which is a continuation of the annual payment made by participants in 2015.

- **Section 9 (Charges to Members):** Members will specify at the time they execute the IGA the portion of their required phosphorus reduction (if any), expressed in pounds per year, that they will accomplish independently. If a member overpays in 2017 based on subsequent updated stormwater modeling, the amount overpaid will be credited back to the member in equal installments over the next four years. Conversely, if a member underpays in 2017 based on subsequent updated stormwater modeling, the amount underpaid will be recovered from the member in equal installments over the next four years.
- **Section 14 (Adaptive Management Permittee Provisions):** Upon completion or termination of the adaptive management project, any funds remaining in the segregated account for the Group following payment of all project expenses, shall be returned to members of the Group in direct proportion to the contribution made by each member of the Group.

Although it has been mentioned on multiple occasions during individual and group meetings, it is important to emphasize that the charges in Exhibit B are placeholders and that there is a clear process in Section 9 for making adjustments as MS4s update their stormwater modeling work and as new information on flow and effluent phosphorus concentrations become available for wastewater treatment plants. For example, if an MS4 conducts updated stormwater modeling and shows that the required phosphorus reduction is 50% less than the reduction shown in Exhibit B of the IGA, the cost for that MS4 would be reduced by 50%. In addition, as noted above, language has been added in the IGA under Section 9 to credit back potential overpayments in the event that the timing of receipt of updated stormwater modeling does not allow for the adjustment to be made in advance of the initial invoice being sent out.

This is an exciting time as we collectively move forward to advance this holistic and cost effective approach to addressing phosphorus and sediment (TSS) reductions throughout the watershed. Thanks for all that you have done to date to support the adaptive management effort. We look forward to continuing to work together to advance the full scale adaptive management project.

**INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive

management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

WHEREAS, Wis. Stat. § 283.13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement also intend to contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF THE GROUP.

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan; and
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. Achieving compliance with WPDES permit requirements related to the Rock River TMDL.

2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually) on or before April 15, 2016.

b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee. Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. The authorizing resolution for each Party to this Agreement shall:

(1) Agree to the terms and conditions of this Agreement and the establishment of the commission created hereunder;

(2) Authorize and direct the appropriate municipal officers of the Member to execute this Agreement on behalf of the Member; and

(3) Indicate how each Member shall appoint the Member's representatives to the Group under Section 2c.

b. A certified copy of the authorizing resolution and a duly executed copy of this Agreement for each Party to this Agreement shall be maintained on file with the Executive Committee.

4. POWERS OF THE GROUP

The Group shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

b. To approve the 5 year and annual budgets under Section 8.

c. To approve the bylaws proposed by the Executive Committee.

d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

5. MEETINGS OF THE GROUP

a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the members of the Group and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

c. Unless otherwise expressly provided by this Agreement, all votes of the Group shall be by a majority of the members of the Group present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. The Members also agree that there is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301(2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee." This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

b. Members of the Executive Committee. The Executive Committee shall be comprised of five Member representatives and two non-Member advisors.

(1) The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost

under Exhibit B. Of the remaining members, one must be from a city or village, one from a town, and one will be an at large position. Cities and villages will vote to select their representative to the Executive Committee, towns will vote to select their representative to the Executive Committee, and the group as a whole will vote to select the at large representative.

(2) Recognizing the key collaborative roles played by Dane County and members of the agricultural community in the Adaptive Management Pilot Project and their anticipated roles as this Agreement moves forward, Dane County and the Yahara Pride Farm Group may each appoint an advisor to the Executive Committee. The Executive Committee may in its discretion appoint additional advisors. The advisors shall be given notice of all Executive Committee meetings and may participate in such meetings as non-voting members.

c. Term. The term of the three elected members of the Executive Committee shall be for staggered five year terms and may be reelected by the Group.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Member communities or third parties.

(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representatives from the District and any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit Compliance. The Executive Committee shall provide written notice to all Members of any proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the adaptive management plan. Such

actions include the following: (i) the development or implementation of terms and conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting member.

(h) Meeting. The Executive Committee shall meet no less than quarterly. Additional meetings may be held at the request of any member of the Executive Committee.

7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary and Treasurer shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee and shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the Executive Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Group and shall have charge of the financial records of the Group. The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with or without cause upon a majority vote of the members of the Executive Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. The 20 year adaptive management cost to Members and the associated annual cost are listed in Exhibit B to this Agreement.

b. Five Year Budget. The Executive Committee shall break down the 20 year Adaptive Management costs into five year intervals corresponding with the estimated permit terms. The Five Year Budget shall be approved by a majority of the Members present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no less than every five years and approved by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Members of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to members of the Group consistent with the annual cost shown in Exhibit B, subject to any revision consistent with Section 9 of this Agreement on or before December 15 of each year., The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter on or before December 15th of each year. Payments based on each annual invoice shall be made in two equal installments. The first installment shall be made on or before February 28th of each year and the second installment shall be made on or before June 30th of each year.

d. Funds for 2016 are based on a continuation of annual payments made by the participants to the Adaptive Management Pilot Project at the same funding level as 2015. The Executive Committee shall receive any such payments to further the purposes of this Agreement and subject to the audit and reporting requirements set forth in Section 10.

9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required

phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a required annual phosphorus reduction that is different than what was used to develop the cost allocation in Exhibit B, the cost for that MS4 member in Exhibit B will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

If the revised phosphorus reduction information is received on or before September 1st of any year, the revised cost will be applied to all years going forward. For example, if data is submitted on or before September 1, 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a

true up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is less than shown in Exhibit B, the amount of overpayment shall be credited to the MS4 over the next four year period in equal annual installments. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is greater than shown in Exhibit B, the underpayment shall be recovered from the MS4 over the next four year period in equal annual installments.

e. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward. Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term using the most recent five year average and will be used to calculate a revised cost, which

will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

f. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

g. MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. The plan should identify significant anticipated milestones. In addition, they agree to provide a summary to the group at a frequency of at least once every two years specifying progress made in achieving the reductions not accomplished through adaptive management. MS4 Members and Point Source Members shall specify at the time they execute this agreement the portion of their required phosphorus reduction, expressed in pounds per year, that they will accomplish independently. The adaptive management project costs will be reviewed at least 360 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review

and upon approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to members will be made at the start of the next 5 year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting practices.

b. The Executive Committee shall prepare an annual report and provide it to all Members, and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or

Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members.

b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if not such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through binding mediation. The costs are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin on April 15, 2016 and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed Executive Committee meeting upon a two thirds vote by Members of the Group to terminate the Agreement at least 270 days prior to the end of a WPDES permit

term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the member has paid its contribution for the five year WPDES permit period.

13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. If this Agreement is in effect prior to the submittal of the Adaptive Management Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR..

b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management. The District will also serve as the primary contract laboratory for analysis of routine parameters (e.g. phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

c. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or

“credits” achieved through the adaptive management project will be distributed to Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

e. Upon completion or termination of the adaptive management project, any funds remaining in the segregated account for the Group following payment of all project expenses, shall be returned to members of the Group in direct proportion to the contribution made by each member of the Group.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. ch. 893.

b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of the members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all members.

e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective member communities.

i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U.S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the dates set forth below.

Date of Execution

By: _____
(signature)

Name _____
(typed name)

Title _____

Address:

Exhibit A (Map of the Yahara Watershed)

Rock River TMDL Reaches

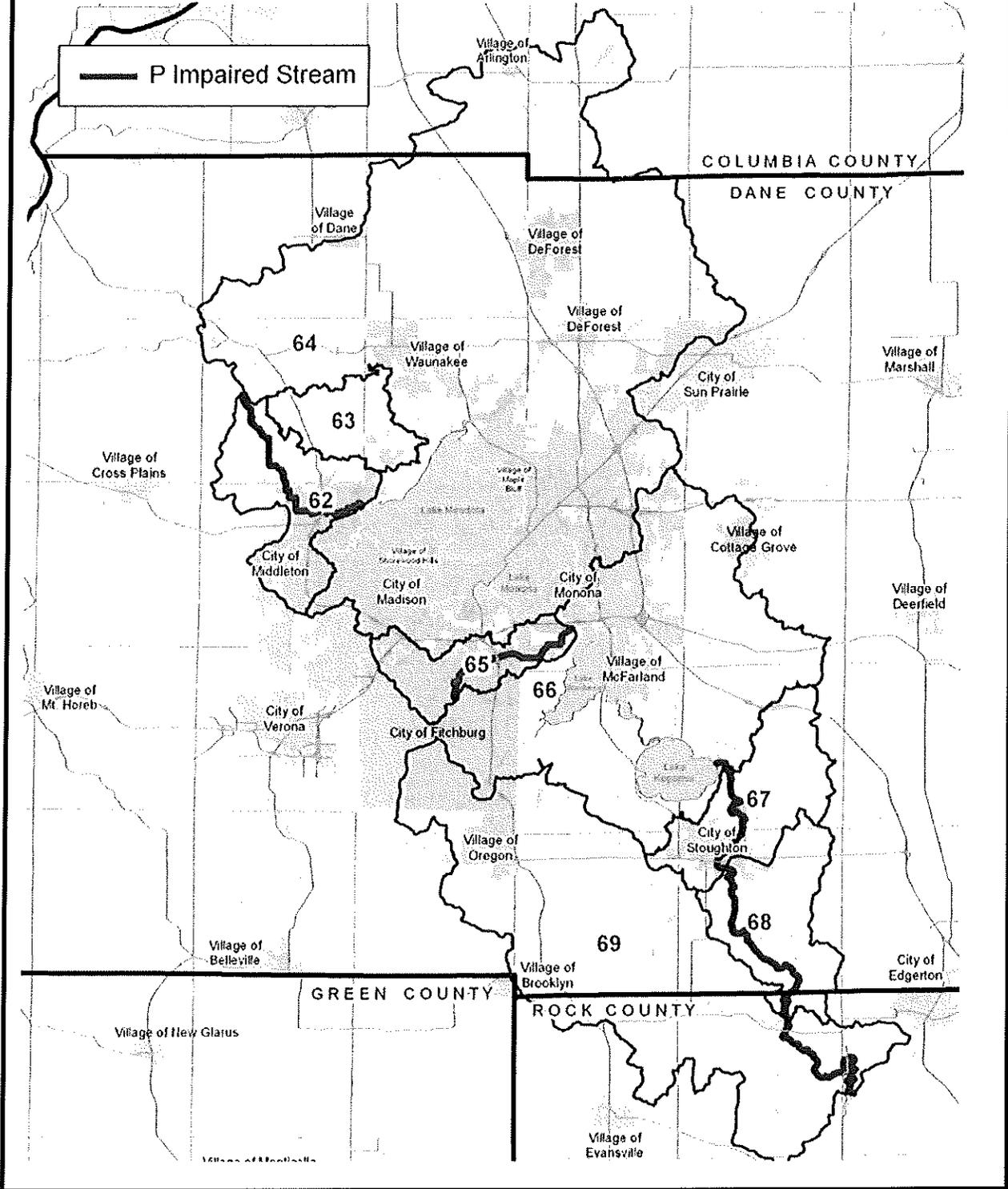


Exhibit B: Preliminary Cost Allocations
(Note: Section 9 outlines how preliminary costs can be adjusted)

Member	Required Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	\$23,000
Bristol, Town	412	\$20,000
Burke, Town	1,139	\$56,000
Cottage Grove, Town	635	\$31,000
Cottage Grove, Village	240	\$12,000
DeForest, Village	837	\$41,000
DNR-Fish Hatch	209	\$10,000
Dunkirk, Town	553	\$27,000
Dunn, Town	703	\$35,000
Fitchburg, City	2,141	\$105,000
Madison, City	15,836	\$779,000
Madison, Town	580	\$29,000
Maple Bluff, Village	181	\$9,000
McFarland, Village	736	\$36,000
Middleton, City	2,370	\$117,000
Middleton, Town	475	\$23,000
MMSD (BFC) WWTP	10,444	\$514,000
Monona, City	862	\$42,000
Oregon WWTP	1,619	\$80,000
Pleasant Springs, Town	432	\$21,000
Shorewood Hills, Village	221	\$11,000
Stoughton WWTP	109	\$5,000
Stoughton, City	229	\$11,000
Sun Prairie, City	634	\$31,000
University of Wisconsin-Madison	431	\$21,000
Waunakee, Village	1,091	\$54,000
Westport, Town	940	\$46,000
Windsor, Village	1,351	\$66,000

Intergovernmental Supporting Information Form

I. IGA Representative Designation

Per the IGA, please identify and provide contact information for your representative and alternate representative

A) Representative

Name:

Position:

Email address:

Phone number:

B) Alternate Representative

Name:

Position:

Email address:

Phone number:

II. Phosphorus

Per the IGA MS4 Members and Point Source Members shall specify at the time they execute the IGA what portion of their phosphorus reduction (if any) they will accomplish independently, expressed in pounds per year. Please check one of the boxes below and provide any additional information requested.

We will purchase all of our required phosphorus reduction through the adaptive management project.

We will purchase a portion of our required phosphorus reduction through adaptive management and will accomplish a portion independently. We will accomplish (*insert number*) pounds of our required phosphorus reduction independently.

III. Submittal Information

Name of Municipal Entity:

Date:

Name of person completing this form:

Yahara WINs Watershed Adaptive Management Project

Frequently Asked Questions

1. Can adaptive management be used by a Municipal Separate Storm Sewer System (MS4) as a Total Maximum Daily Load (TMDL) compliance strategy?

Yes, adaptive management can be used as a TMDL compliance strategy by MS4s. This is acknowledged in a December 2014 Memorandum of Understanding between the Madison Metropolitan Sewerage District (MMSD) and the Department of Natural Resources (DNR) regarding the adaptive management project. In addition, the general stormwater permit issued by DNR in April 2014 acknowledges that MS4s may meet their TMDL required reductions by entering into an agreement to participate in an adaptive management project. The Madison Area Municipal Storm Water Partnership (MAMSWaP) permit is expected to contain similar language when it is reissued. Finally, the October 2014 DNR guidance document titled "TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance" acknowledges that MS4s can participate in an adaptive management project to meet their TMDL required reductions.

2. How was the overall phosphorus reduction for the adaptive management project determined?

The overall phosphorus reduction is based on meeting the TMDL phosphorus allocations for the Yahara Watershed from all sources. These sources include wastewater treatment plants and other point sources, communities identified as owning MS4s, and nonpoint sources (e.g. agriculture).

As a placeholder for MS4s, the estimated phosphorus reductions were determined by subtracting the baseline pounds from the allocated pounds using information from the Rock River TMDL. This information is contained in Appendix V of the Rock River TMDL document.

The 2014 DNR TMDL guidance identifies an alternate approach that can be used to calculate phosphorus load reductions, called the percent reduction approach. To use this approach, accurate information needs to be provided by each municipal entity on the acres of urbanized land within their MS4 permitted area, the phosphorus load associated with that area assuming no stormwater controls, and the current level of phosphorus control associated with that area. To obtain the data needed for the percent reduction approach, many participants are updating their stormwater models.

In some cases, there may be a significant difference between the two methods for calculating the required load reduction with the percent reduction approach likely resulting in a lower load reduction requirement. MMSD has encouraged all pilot project participants to take steps to ensure that the best information is being used to calculate load reductions. The updated information will be used to adjust the phosphorus loads for MS4s and for the project as a whole when the information needed for the alternate approach is provided to MMSD and the information is confirmed by DNR.

3. How will DNR determine whether MS4s have met their TMDL required reductions for phosphorus and sediment?

The method that DNR will use for determining MS4 compliance with the TMDL is defined in the October 2014 DNR guidance document titled "TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance." This guidance specifies that TMDL compliance for MS4s will be determined using the percent reduction approach. The adaptive management project is being designed to achieve the percent reductions required by all participating MS4s.

4. What happens if a point source or an MS4 community decides not to participate in the adaptive management project?

If a point source or an MS4 community decides not to participate in the adaptive management project, they will be required to meet their TMDL phosphorus allocation independently. The phosphorus reduction associated with the adaptive management project will therefore be adjusted accordingly.

5. How was the overall cost estimate for adaptive management developed?

The approach used to develop the overall cost estimate is briefly described in Attachment 1.

6. How was the cost for each participating entity determined?

The cost for each participating entity is directly related to the phosphorus reduction needed by that entity to meet its TMDL phosphorus allocation. For example, if the phosphorus reduction associated with an individual MS4 is 300 lbs/year and the total pounds targeted in the adaptive management project is 100,000 lbs/yr, the reduction attributable to that MS4 is 0.3% of the total pounds. The MS4 in this example would be assigned 0.3% of the adaptive management cost.

7. The cost associated with potential adaptive management participants as shown in Exhibit B of the Intergovernmental Agreement (IGA) seems high relative to similarly sized or located municipal entities. How were these costs determined?

The IGA includes a placeholder or estimated cost for potential participants. The cost is directly proportional to the phosphorus load reduction required for each participant to meet its TMDL required phosphorus allocation for discharges to the Yahara Watershed.

As noted earlier, in some cases, there may be a significant difference between the TMDL allocation and the alternate percent reduction approach. The percent reduction approach will likely result in a lower phosphorus reduction requirement. The IGA contains a straightforward process to adjust the load reduction and the related cost when the information needed for the alternate percent reduction approach for determining phosphorus load reduction is provided and the information is confirmed by DNR.

8. If an entity decides not to participate in the full-scale adaptive management project, will the cost to those remaining entities in the adaptive management project be adjusted upward?

No, the cost to remaining entities will not change.

9. Are point sources and MS4s picking up the cost of the phosphorus reductions required from the nonpoint sector?

No. Point sources and MS4s are not picking up the nonpoint portion of adaptive management costs. The cost to any point source or MS4 participating in the adaptive management project is based solely on the phosphorus load reduction that is required of that entity to meet its phosphorus allocation for the TMDL. Costs associated with achieving the required nonpoint load reductions come from a variety of sources. Examples include cost share funding made available through the Clean Lakes Alliance, Dane County, and various state and federal farm programs. In addition, many producers are making investments in conservation practices in the absence of cost share funding.

10. Could DNR revise the TMDL at some future date to require additional phosphorus reductions?

The TMDL is designed to identify the load reductions needed to meet water quality standards. If the required load reductions are met then water quality criteria should be attained. It is always possible that the TMDL could be revised if the allocations are met but the impairments related to phosphorus and/or sediment remain or if further reductions were made to the water quality criteria for phosphorus. This is true regardless of whether or not adaptive management is used as a TMDL compliance strategy.

11. How are MS4s that are also District customers financially impacted by the TMDL from a wastewater perspective?

MS4s that are also District customers are financially impacted by the TMDL in two ways. First, they have the direct cost of addressing their stormwater discharge. Second, they have the indirect costs associated with the compliance strategy selected by the District to address wastewater, since costs incurred by the District are passed on to customer communities. The District has evaluated its cost of complying with its TMDL allocation through treatment at its Nine Springs Plant vs. addressing phosphorus through adaptive management.

12. Can you provide a comparison of the wastewater compliance costs that would be passed along to District customers with each compliance strategy?

A comparison is shown in Attachment 2. The total annual savings to customer communities is estimated to be \$6,688,000.

13. Has the timeline for moving forward with the adaptive management changed?

The timeline has not changed. The goal is to transition from the pilot project, which ends on December 31, 2015, to a full-scale adaptive management project as soon as possible to capitalize on the momentum gained from the pilot project. The current schedule calls for 2016 to be a transition year to address administrative and planning tasks. These include development and DNR approval of the adaptive management plan, and execution of an Intergovernmental Agreement to support the full-scale project. Phosphorus reduction and water quality monitoring efforts will continue during the transition year. The full scale project will start in 2017.

Attachment 1

Adaptive Management Cost/Implementation Model Fact Sheet

An adaptive management cost/implementation model was developed to estimate the cost associated with implementing an adaptive management project in the Yahara Watershed. The cost/implementation model is briefly described below.

Model Inputs

The model contains multiple inputs. To the maximum extent possible, modeled inputs are based on actual experience gained through work in the Yahara Watershed. Some of the significant model inputs include the following:

- Phosphorus management practices and associated phosphorus reduction (lbs./year).
- Practice shelf life (e.g. how long the practice will remain in place and functioning following installation).
- Practice cost by unit (e.g. per acre of cover crop).
- Staff cost by practice for implementation.
- Phosphorus reduction requirements by TMDL stream reach.
- Ramp up period to achieve phosphorus reductions and interim targets.
- Anticipated staffing efficiencies in delivering phosphorus reduction practices during the life of the adaptive management project.
- Water quality monitoring cost.
- Inflation factor (2.4% annual inflation factor was used in the model).

Dane County Land and Water Resources Department (DCLWRD) staff inventoried all conservation practices that were installed in the Yahara Watershed for the period of 2008-2012. The list was broken down by TMDL stream reach. DCLWRD staff categorized practices by type (Engineering vs. Management), and calculated the estimated phosphorus reduction for each practice. DCLWRD staff also estimated the amount of staff time that it typically takes for practice implementation, including landowner contacts, planning, design, and practice implementation.

The designed life expectancy or “shelf life” of each practice was identified, along with the practice cost and the cost per pound of phosphorus reduced. Where practice cost for a given practice varied, the practice cost used in the model was conservatively set at the highest practice cost. DCLWRD staff then used this information to develop a suite of phosphorus-reducing practices by stream reach for the full-scale adaptive management project. The suite of practices used in the cost model is not identical to the historic suite of practices, as some preference was given to practices with longer designed life expectancies. In addition, in some cases it was assumed that the designed life expectancy could be extended through contractual agreements.

Model Outputs

The model outputs include:

- Total project cost and annual costs, both with and without inflation.
- The cost per pound of phosphorus reduced.
- Annual phosphorus reduction (pounds) by stream reach based on total project phosphorus reductions and ramp-up periods.

The model designates phosphorus reductions as either “new” or “carry-over” pounds of phosphorus over the 20-year adaptive management period. This distinction is needed for accounting and tracking purposes. For example, if a practice has an effective shelf life of 10 years and results in an annual phosphorus reduction of 100 lbs/year, the pounds in the first year are considered “new,” while the pounds in the remaining year are considered as “carry-over.”

The model contains phosphorus reduction goals by TMDL stream reach and year, and uses a 17-year ramp-up period to accomplish 100% of the phosphorus reductions needed to meet the TMDL allocations for all sources/source categories in the Yahara Watershed. The model also includes funding to support water quality monitoring activities associated with the adaptive management project.

Attachment 2

Cost Estimates For Additional Wastewater Treatment Costs Associated With Phosphorus Compliance That Would Potentially Be Passed On To MMSD Customer Communities ⁽¹⁾

Municipal Entity	Annual Cost (Treatment)	Annual Cost (Adaptive Management)	Annual Savings
City of Fitchburg	\$399,000	\$43,000	\$356,000
City of Madison	\$4,557,000	\$489,000	\$4,068,000
City of Middleton	\$359,000	\$39,000	\$320,000
City of Monona	\$143,000	\$16,000	\$127,000
City of Verona	\$215,000	\$24,000	\$191,000
Village of Cottage Grove	\$97,000	\$11,000	\$86,000
Village of Dane	\$13,000	\$2,000	\$11,000
Village of DeForest	\$277,000	\$30,000	\$247,000
Village of Maple Bluff	\$19,000	\$3,000	\$16,000
Village of McFarland	\$107,000	\$12,000	\$95,000
Village of Shorewood Hills	\$29,000	\$4,000	\$25,000
Village of Windsor	\$29,000	\$4,000	\$25,000
Village of Waunakee	\$288,000	\$31,000	\$257,000
Town of Blooming Grove	\$24,000	\$3,000	\$21,000
Town of Burke	\$2,000	\$1,000	\$1,000
Town of Dunn	\$47,000	\$5,000	\$42,000
Town of Madison	\$174,000	\$19,000	\$155,000
Town of Middleton	\$4,000	\$1,000	\$3,000
Town of Pleasant Springs	\$11,000	\$2,000	\$9,000
Town of Verona	\$5,000	\$1,000	\$4,000
Town of Vienna	\$13,000	\$2,000	\$11,000
Town of Westport	\$63,000	\$7,000	\$56,000
Town of Windsor	\$65,000	\$7,000	\$58,000
University of Wisconsin-Madison	\$429,000	\$46,000	\$383,000
Hauled Waste	\$136,000	\$15,000	\$121,000
Total	\$7,505,000	\$817,000	\$6,688,000

⁽¹⁾ Based on P load to NSWTP (2012-2014)

PROPOSAL



Altronex Control Systems

A Division of L. W. Allen, LLC.

Excellence, By Design

Phone 608.222.8622
 Fax 608.222.9414

4633 Tompkins Drive
 Madison, WI 53716

Jim Hessling
 McFarland Water Utility
 5915 Milwaukee Street
 PO Box 110
 McFarland, WI 53558-0110
Jim.Hessling@mcfarland.wi.us

PROPOSAL ID: 16010508MMB
 REFERENCE: Controls/Upgrades
 LOCATION: McFarland, WI - Lift Station No.2
 BID DATE: January 5, 2016

TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS
 ADDENDUM __ ACKNOWLEDGED

FREIGHT IS F.O.B. ORIGIN – ALLOWED
 PRICES DO NOT INCLUDE SALES OR USE TAXES

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
A	1	<p>L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services.</p> <p>The existing Lift Station Pump Control Panel is 25+ years old and its float control logic requires upgrading to meet today's electrical codes. In addition, the Village also wishes to monitor wetwell levels.</p> <p>Major Items Include:</p> <ol style="list-style-type: none"> 1. Submersible level transducer with intrinsic barrier. 2. Five (5) stainless steel floats for backup operation. Includes cable weight suspension kit and intrinsic barriers. 3. Micrologix 1400 PLC 4. Maple System 7" Operator Interface Display (OIT) to display level parameters and setpoints 5. Interface to existing radio telemetry system 6. Perform software configuration at Master panel to incorporate new Lift Station wetwell level and setpoints 7. Misc. control logic 8. Complete electrical installation 9. Revised control drawings 10. Start-up 11. Operator Training. <p style="text-align: right;">Total Price Item A Only...</p> <p style="text-align: center;"><u>Optional Pricing</u></p>	\$12,304.00
B	1	<p>Replace the corroded junction box (see attached pictures) in the wetwell with a weatherproof junction box located on the side of the steel entrance can of the drywell. Seal-offs will be provided between the junction box and the drywell conduit. Complete electrical installation is included including core drilling. Please note, Electrical code does not allow junction boxes in the wetwell.</p>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		Total Option Price, Item B Only...	\$2340.00

ACCEPTED THIS _____ DAY OF _____, 20____

PRICE FIRM FOR 30 DAYS

NAME OF PURCHASER

SUBMITTED THIS: January 05, 2016

BY: _____
NAME & TITLE

L.W. ALLEN, LLC.-BY: *Mike Bewick*
Mike Bewick

2016 Revenue & Capital Outlay Budget

Stormwater Utility Fund

	Account #	2016		Fixed	Variable
		Board	Board		
Revenue	650-4040	\$	510,281		
	650-4070		3,000		
InterGov't Aid	650-4279		11,036		
Permits	650-4344		4,000		
	650-4350		250		
Public Chgs	650-4590		8,800		
	650-4599		2,500		
Other	650-4615		400		
	650-4620		1,200		
	650-4699		-		
			541,467		
Outlay	650-53-3040-110		130,524	43,073	87,451
	650-53-3040-112		7,269		7,269
	650-53-3040-151		10,442	3,446	6,996
	650-53-3040-152		40,516	13,370	27,146
	650-53-3040-155		10,000	3,300	6,700
	650-53-3040-210		4,443	4,443	
	650-53-3040-211		1,500		1,500
	650-53-3040-212		5,700	5,700	
	650-53-3040-215		7,500		7,500
	650-53-3040-220		7,500		7,500
	650-53-3040-230		10,000		10,000
	650-53-3040-231		20,000	20,000	
	650-53-3040-232		18,000		18,000
	650-53-3040-235		2,500		2,500
	650-53-3040-236		250		250

Permits	650-53-3040-240	1,000	1,000	
Adapt Mgmt	650-53-3040-242	6,200	6,200	
Facility Rent	650-53-3040-245	11,360	11,360	6,200
Equipment Rent	650-53-3040-246	9,570	9,570	9,570
Insurance	650-53-3040-250	6,189	6,189	
Newsletter	650-53-3040-255	2,000	2,000	
Rental Property Expenses	650-53-3040-260	1,500	1,500	
Uninsured Losses	650-53-3040-265	-	-	
Office Supplies	650-53-3040-310	1,500	1,500	
Equip. Maintenance	650-53-3040-325	2,100	2,100	
Education & Travel	650-53-3040-330	750	750	
Operating Supplies	650-53-3040-340	2,000	2,000	2,000
Depr Expense	650-53-3040-403	74,400	74,400	
Amort-Debt Issuance Costs	650-53-3040-428	-	-	
Interest (2011 \$875k Debt)	650-53-3040-510	11,975	11,975	11,975
Interest (2015 \$500k Debt)	650-53-3040-511	14,249	14,249	14,249
Principal (2011 \$875k Debt)	650-53-3040-520	85,000	85,000	
Small Capital	650-53-3040-810	21,000	21,000	
STW Capital Projects	650-53-3040-820			
Sinking Funds	650-53-3040-815	20,000	20,000	20,000
Total Outlay		546,938		
Less: Depreciation Expense		(74,400)		
Less: Principal		(85,000)		
		<u>387,538</u>		
			140,731	246,806
			36.3%	63.7%

Per 2016 ERU of \$88.98

Fixed (36.3%) = \$32.30

Variable (63.7%) = \$56.68

Compliance Maintenance Annual Report

Mcfarland Village

Last Updated: Reporting For:
7/23/2015 2014

DNR Response to Resolution or Owner's Statement

Name of Governing Body or Owner:
Date of Resolution or Action Taken:
Resolution Number:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Financial Management: Grade = A

Permittee Response:

N/A

DNR Response:

Collection Systems: Grade = A

Permittee Response:

N/A

DNR Response:

Note that the development of a Capacity, Management, Operation, and Maintenance (CMOM) program is to be completed by August 1, 2016.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4

Permittee Response:

N/A

DNR G.P.A. Response:

DNR CMAR Overall Response:

DNR Reviewer: Garbe, Amy

Phone: (262) 574-2135

Address: 3911 Fish Hatchery Road, Fitchburg, WI 53711

Date: 1/14/2016

2015 WATER SYSTEM IMPACT FEES

Collected in Month	2015 Fees	2014 Fees	2015 Impact Fee Distribution		
			Tower	Main	Well
January	0.00	0.00	0.00	0.00	0.00
February	650.00	0.00	366.48	104.00	179.52
March	1,300.00	0.00	732.96	208.00	359.04
1st Quarter Total	1,950.00	0.00	1,099.44	312.00	538.56
April	-	2,600.00	-	-	-
May	-	1,300.00	-	-	-
June	1,300.00	0.00	732.96	208.00	359.04
2nd Quarter Total	1,300.00	3,900.00	732.96	208.00	359.04
July	1,950.00	1,950.00	1,099.44	312.00	538.56
August	1,300.00	0.00	732.96	208.00	359.04
September	1,300.00	0.00	732.96	208.00	359.04
3rd Quarter Total	4,550.00	1,950.00	2,565.36	728.00	1,256.64
October	650.00	650.00	366.48	104.00	179.52
November	-	650.00	-	-	-
December	5,851.00	0.00	3,298.92	936.00	1,616.08
4th Quarter Total	6,501.00	1,300.00	3,665.40	1,040.00	1,795.60

HISTORICAL WATER IMPACT FEE TOTALS

2015 Total	14,301.00	8,063.16	2,288.00	3,949.84
2014 Total	7,150.00	4,031.28	1,144.00	1,974.72
2013 Total	21,125.00	11,910.59	3,380.00	5,834.41
2012 Total	13,650.00	7,696.08	2,184.00	3,769.92
2011 Total	12,350.00	6,963.12	1,976.00	3,410.88
2010 Total	5,200.00	2,931.84	832.00	1,436.16
2009 Total	7,150.00	4,031.26	1,144.00	1,974.74
2008 Total	10,400.00	5,863.62	1,664.00	2,872.38
2007 Total	34,451.00	19,423.88	5,512.16	9,514.96
2006 Total	28,927.00	16,309.33	4,628.32	7,989.35
2005 Total	52,326.00	29,501.92	8,372.16	14,451.92
2004 Total	77,679.00	43,796.20	12,428.64	21,454.16
2003 Total	59,802.00	33,716.97	9,568.32	16,516.71
2002 Total	69,625.00	39,255.27	11,140.00	19,229.73
2001 Total	55,271.50	31,162.62	8,843.44	15,265.44
2000 Total	56,701.00	31,968.59	9,072.16	15,660.25
1999 Total	55,388.00	31,228.31	8,862.08	15,297.61
1998 Total	14,581.73	8,221.33	2,333.08	4,027.32
Grand Total	\$ 596,078.23	\$ 336,075.37	\$ 95,372.36	\$ 164,630.50

\$650=	\$366.48	\$104.00	\$179.52
\$1300=	\$732.96	\$208.00	\$359.04

Tower= .56381, Main=.16, Well=.27619