VILLAGE OF MCFARLAND *NOTICE OF PUBLIC MEETING*

PUBLIC UTILITIES COMMITTEE
Special Meeting

Tuesday, March 8, 2016 **5:30 P.M.** **McFarland Municipal Center Training Room**

AGENDA

1. Call to Order.

2. Public Comments.

3. Review and possible approval of draft Minutes from the Public Utilities Committee Meeting of January 19, 2016.

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

5. Staff Reports.
   a. Update on activities
   b. Financial Reports
   c. Impact Fee Summary

6. 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 4th day of February, 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 Bertran, Clerk/Deputy Treasurer

Public Utilities Committee
Meeting Minutes – DRAFT
January 19, 2016

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

Members Absent: None

Staff Present: Allan Coville, Linda Dieckhoff and Eric Rindfleisch

Others Present: Brian Berquist (Town & Country)

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 December 15, 2015.**

   Motion by Lytle, second by Nielsen, to approve the draft minutes from the Public Utilities Committee Meeting of December 15, 2015 with changes. Motion carried 5-0 by acclamation.

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

   Lift station construction is in process. Plan is to have the lift station online the end of February or first part of March. The heat will be turned on tomorrow in order to get the masonry dried out. The pumps, generators and control panels are in the 608 area code. Overhead lines will be put underground and the transformer will be hugging the right-of-way on Holscher Road. Landscaping around the lift station is not part of the contract.

5. **Update on preliminary plans for Broadhead/MN and Alben construction project.**

   Finalized drawings are scheduled to be completed the first week in February and open bids on February 25. We will be having a joint Public Works and Public Utilities meeting to make a recommendation to the Village Board at their first meeting in March.

6. **Update on Siggelkow Road water main project.**

   Plans are on track. Open bids a week later than Holscher and Broadhead/MN projects. Bids would be awarded at the same Village Board meeting.

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

Coville indicated that more changes are being done to the current agreement. Committee decided to postpone until we have all the changes. The changes are minor in nature and are more clarification of wording. Committee would like red line version of changes. The Village's current plan is to update the slam model prior to September.

8. **Discussion and possible recommendation on vacant cell tower building to be turned into public restroom.**

Coville indicated that a couple of cellular phone tenants on the Holscher Water Tower have exercised their option to remove equipment from the water tower. The two recently departed are Sprint and Cricket. We now have two vacant buildings. The wiring and antennas have been removed. With the new Veridian development, it has been suggested that we may want to convert these two buildings into restrooms.

Lytle asked what the cost would be. Coville indicated that between the church and water tower there would need to be a sanitary sewer line installed. We would also need to run water lines t the two buildings. The buildings have air conditioning and would need to be winterized. This would be part of the Parks budget to operate and maintain the facilities.
The basic plan would be to install sinks and toilets. If we decide this is an option we would budget in the future.

9. **Discussion and recommendation to do upgrades to Lift Station #2.**

Lift Station #2 is located on Pheasant Run and Marsh Woods by the Grandview Conservancy. We recently had some work done and found some issues. The existing lift station pump control panel needs to be upgraded. The junction box is exposed and not in a sealed box. The estimated cost $12,304. This work definitely needs to be done.

This is not included in the 2016 budget. The general maintenance budget item may run over.

Weiss indicated that the whole SCADA system needs to be upgraded. We should check into incorporating this as well. It would be a large dollar item but we should try to pull this together to upgrade the system. Eric Rindfleish recommended we do this sooner than later. Weiss indicated we should go to the next level. Money savings from the maintenance of pumping equipment could pay for this. There is focus on energy money available to do study.

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10. **Review and possible approval of Stormwater Utility fixed and variable budget components for 2016.**

Eric Rindfleisch indicated most of the account lines were the same except for the debt service interest payments that were added in 2016 for 2015 debt.

Motion by Nielsen, second by Lytle, to adopt the 2016 Stormwater Utility fixed rate of 36.3% and variable rate of 63.7%. Motion carried 5-0 by acclamation.

11. **Staff Reports.**
    a. **Update on activities** – Received the DNR Response regarding our Compliance Maintenance Annual Report. We are required to develop a CMOM Program. Town & Country will develop the CMOM Program. This is a manual on how we operate our sanitary sewer utility and is due August 1, 2016.

    b. **Financial Reports** – No Report.
    c. **Impact Fee Summary** – Placed on file.

12. **Adjournment. Motion** by Weiss, second by Nielsen, to adjourn at 6:42 p.m. Motion carried 5-0 by acclamation.

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

**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 not exceed 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

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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 phosphorus 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;

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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~~anticipate that the Group will 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.

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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.

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3. **AUTHORITY OF MEMBERS TO PARTICIPATE.**

~~a.~~ a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. ~~The authorizing resolution for each Party~~Each municipality identified in Section 2. a. that wants to become a member of the Group shall authorize participation in this Agreement ~~shall:~~by resolution or other binding action by the governing body or person authorized to act for such municipality.

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~~(1) Agree~~ b. By authorizing participation, each Member agrees to the terms and conditions of this Agreement~~and~~, to the establishment of the ~~commission~~Executive Committee 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~~ by this Agreement and to appoint ~~the Member's representatives~~a Member representative to the Group ~~under Section 2c.;~~

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

4. **POWERS OF THE GROUP**

The Group, acting through Group Member Representatives, shall have the following powers:

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

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

c. ~~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 Member Representatives 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 Member Representatives shall be by a majority of the ~~members of the~~ Group Member Representatives 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~~ 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~~ Member representatives for the cities and villages participating in this agreement will vote to select their representative to the Executive Committee, ~~towns~~and Member representatives for the towns participating in this agreement will vote to select their representative to the Executive Committee, and the Member representatives of 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 the elected members may be reelected ~~by the Group.~~for one or more additional terms.

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~~Members 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.

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f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the ~~representatives~~representative from the District and the representative of 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 Executive Committee proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the ~~adaptive management plan.~~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.~~Member.

(h) Meeting. The Executive Committee shall meet no less frequently 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 and any other officers 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 approval for 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~~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~~Member Representatives present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no

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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~~Member Representatives 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~~Members 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~~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

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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~~Member in Exhibit B will be adjusted as follows:

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

If the revised phosphorus reduction information is received by the Executive Committee 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~~received 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).

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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.

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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.~~ 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:

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Exhibit B Cost or Revised cost (whichever is applicable) x 0.95 = Adjusted Cost

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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~~Group at a frequency of at least once every two years specifying progress made in achieving the reductions not accomplished through adaptive management.

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~~g.~~ 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~~which they will accomplish independently. The adaptive management project costs will be reviewed at least 360 days prior to the end of a ~~5~~ five-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.

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Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to ~~members~~Members will be made at the start of the next ~~5~~ five-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.

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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.~~principles.

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

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Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members. proportional to the phosphorus reduction associated with each Member as determined consistent with this Agreement.

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~~no 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 of mediation are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

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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 of the Group, upon a two thirds vote by ~~Members~~Member Representatives 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~~ five-year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the ~~member~~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.~~

a. The Adaptive Management Plan shall be prepared by the District. The purpose of the Adaptive Management Plan when implemented is to fulfill the phosphorus TMDL obligations of Members, after accounting for baseline requirements that Members are required to meet individually pursuant to Section 14, and after accounting for adjustments that may be made pursuant to Section 9. TSS reductions associated with phosphorus reduction practices will also be quantified as part of the Adaptive Management Plan. 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 or state agency liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. ch. 893.

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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~~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.~~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.~~Members.

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~~:~~.

By:

_____ _____

Date of Execution ~~(signature)~~

Municipality Name~~_____~~

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~~(typed name)~~

(Authorized Representative Signature)

(Authorized Representative Typed Name)

(Authorized Representative Title)

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Address:

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Exhibit A ~~(~~: Map of the Yahara Watershed~~)~~

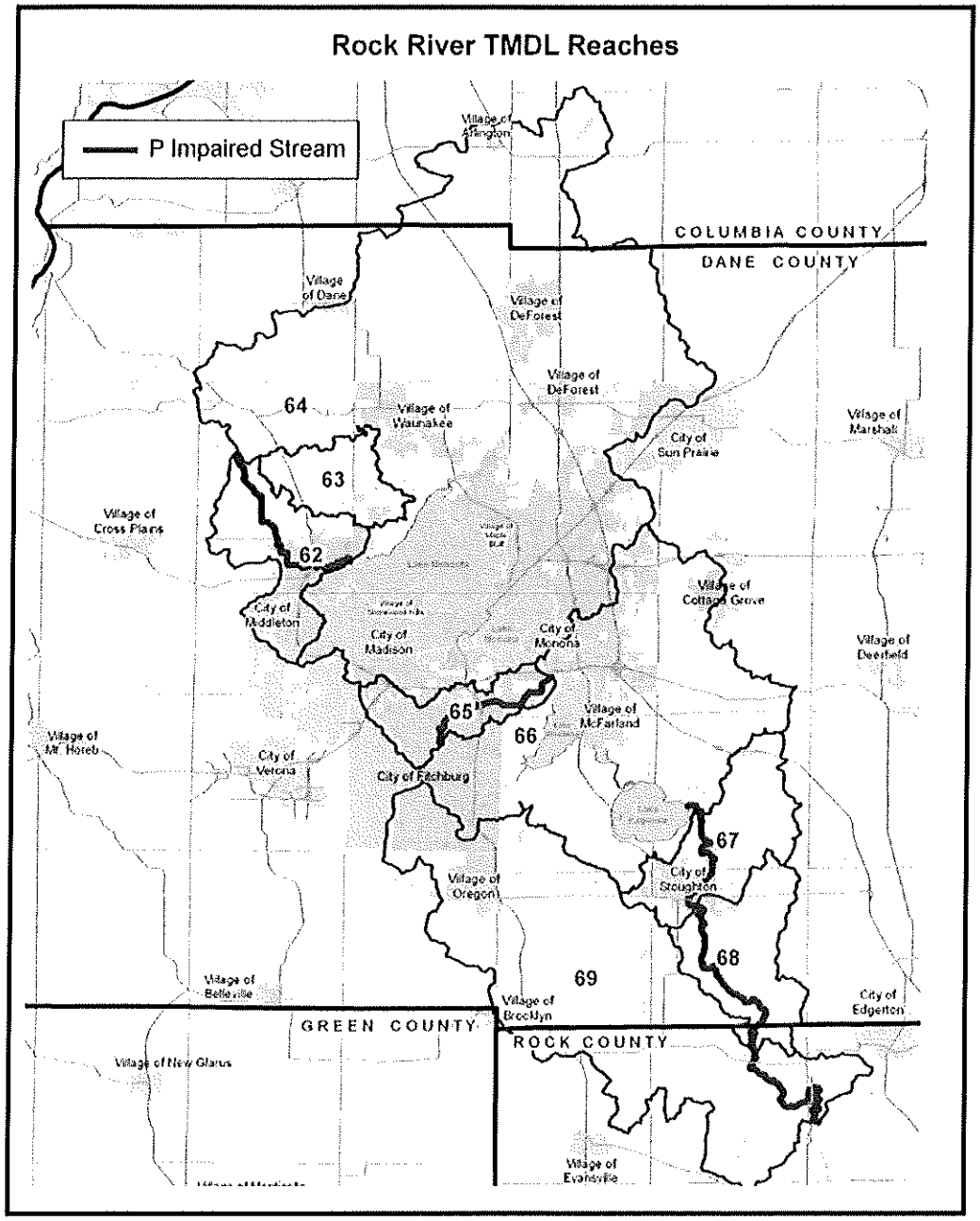
Rock River TMDL Reaches
P Impaired Stream
COLUMBIA COUNTY
DANE COUNTY
GREEN COUNTY
ROCK COUNTY
Village of Dane
Village of DeForest
Village of DeForest
Village of Waunakee
City of Sun Prairie
Village of Marshall
Village of Cross Plains
City of Middleton
City of Madison
City of Monona
Village of Cottage Grove
Village of Deerfield
Village of McFarland
Village of Mt. Horeb
City of Verona
City of Fitchburg
City of Stoughton
Village of Oregon
Village of Belleville
Village of Brooklyn
City of Edgerton
Village of New Glarus
Village of Evansville
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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

2016 WATER SYSTEM IMPACT FEES

Collected in Month	2016 Fees	2015 Fees	2016 Impact Fee Distribution		
			Tower	Main	Well
January	2,600.00	0.00	1,465.92	416.00	718.08
February	5,201.00	650.00	5,201.00	-	-
March	0.00	1,300.00	-	-	-
1st Quarter Total	**7,801.00**	**1,950.00**	**6,666.92**	**416.00**	**718.08**
April	-	-	-	-	-
May	-	-	-	-	-
June	-	1,300.00	-	-	-
2nd Quarter Total	**-**	**1,300.00**	**-**	**-**	**-**
July	-	1,950.00	-	-	-
August	-	1,300.00	-	-	-
September	-	1,300.00	-	-	-
3rd Quarter Total	**-**	**4,550.00**	**-**	**-**	**-**
October	-	650.00	-	-	-
November	-	-	-	-	-
December	-	5,201.00	-	-	-
4th Quarter Total	**-**	**5,851.00**	**-**	**-**	**-**

HISTORICAL WATER IMPACT FEE TOTALS

2016 Total	7,801.00		6,666.92	416.00	718.08
2015 Total	5,851.00		3,298.92	936.00	1,616.08
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	**$ 595,429.23**		**$ 337,978.05**	**$ 94,436.36**	**$ 163,014.82**

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

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

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