



# OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the City of Stoughton Utilities Committee will hold a regular meeting on the date and at the time and location given below.

Meeting of: **CITY OF STOUGHTON UTILITIES COMMITTEE**  
Date/Time: Monday, June 19, 2017 at 5:00 p.m.  
Location: Edmund T. Malinowski Board Room, Stoughton Utilities Administration Office  
600 South Fourth Street, Stoughton, Wisconsin  
Members: Mayor Donna Olson, Alderperson Matt Bartlett, Alderperson Michael Engelberger,  
Alderperson Pat O'Connor, Citizen Member David Erdman, Citizen Member John  
Kallas, Citizen Member Alan Staats

## AGENDA:

### CALL TO ORDER

### CONSENT AGENDA

*(All items are considered routine and will be enacted upon by one motion. There will be no separate discussion of these items unless a Stoughton Utilities Committee member so requests, in which event the item will be removed from the consent agenda and be considered on the regular agenda.)*

- a. Stoughton Utilities Payments Due List Report
- b. Draft Minutes of the May 15, 2017 Regular Utilities Committee Meeting
- c. Stoughton Utilities April 2017 Financial Summary
- d. Stoughton Utilities April 2017 Statistical Report
- e. Stoughton Utilities May 2017 Activities Report
- f. Utilities Committee Annual Calendar
- g. Communications

### OLD BUSINESS

1. Status of the Utilities Committee recommendation(s) to the Stoughton Common Council **(Discussion)**
2. Proposed electric and water tax-stabilization dividends **(Action)**
3. Electrical infrastructure improvements adjacent to riverfront redevelopment area **(Discussion)**

### NEW BUSINESS

4. Overhead to underground electrical service upgrades **(Discussion)**
5. Wastewater treatment facility and sanitary sewer collection system 2016 Compliance Maintenance Annual Report (CMAR) **(Action)**
6. Current City of Stoughton licensing agreement for communications attachments to utility poles **(Discussion)**
7. Wisconsin Assembly Bill 348 proposed legislation, which limits local government authority over pole attachment regulation **(Discussion)**
8. Adoption of the American Public Power Association (APPA) Safety Manual 16<sup>th</sup> Edition, 2017 **(Action)**
9. Utilities Committee future agenda item(s) **(Discussion)**

### ADJOURNMENT

Notices Sent To:

Stoughton Utilities Committee Members  
Stoughton Utilities Director Robert P. Kardasz, P.E.  
Stoughton Utilities Assistant Director Brian Hoops  
Stoughton Utilities Finance Manager Jamin Friedl, CPA

cc: Stoughton City Attorney Matthew Dregne  
Stoughton City Clerk Lana Kropf  
Stoughton Common Council Members  
Stoughton Finance & Economic Development Director Tammy LaBorde, MPA, ICMA-CM  
Stoughton Leadership Team  
Stoughton Utilities Operations Superintendent Sean Grady  
Stoughton Utilities Wastewater System Supervisor Brian Erickson  
Unified Newspaper Group - Stoughton Courier Hub

**ATTENTION COMMITTEE MEMBERS:** Two-thirds of members are needed for a quorum. The committee may only conduct business when a quorum is present. If you are unable to attend the meeting, please contact Robert Kardasz or Brian Hoops via telephone at (608) 877-7423 or (608) 877-7412 respectively, or via email at [RKardasz@stoughtonutilities.com](mailto:RKardasz@stoughtonutilities.com) or [BHoops@stoughtonutilities.com](mailto:BHoops@stoughtonutilities.com).

It is possible that members of, and possibly a quorum of members of other committees of the Common Council of the City of Stoughton may be in attendance at this meeting to gather information. No action will be taken by any such group(s) at this meeting other than the Stoughton Utilities Committee consisting of the members listed above. An expanded meeting may constitute a quorum of the Common Council.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request such assistance, please contact Stoughton Utilities at (608) 873-3379.

Current and past Stoughton Utilities Committee documents, including meeting notices, meeting packets, and meeting minutes, are available for public download at <http://stoughtonutilities.com/uc>.

Date: Friday, June 02, 2017  
 Time: 12:56PM  
 User: SGUNSOLUS

**Stoughton Utilities**  
**Check Register Summary - Standard**

Page: 1 of 6  
 Report: 03699W.rpt  
 Company: 7430

Period: - As of: 6/2/2017

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
<b>Company: 7430</b>					
001416	EP	5/9/2017	58,902.57	516 WELLS FARGO BANK	VO for check batch: 307578
001417	HC	5/23/2017	730,447.73	009 WPPI	WPPI-Renewable energy/WPPI-Buy Back Solar Credit/WPPI-Shared Savings/WPPI-Large Power/WPPI-Support/WPPI-Support/WPPI-Support
001418	HC	5/30/2017	30.52	421 FIRST DATA CHARGES	First Data-May Ach/First Data-May Ach/First Data-May Ach/First Data-May Ach
001419	HC	5/30/2017	1,109.44	002 Employee Benefits Corp - Ach	EBC-May Ach/EBC-May Ach/EBC-May Ach/EBC-May Ach
001420	HC	5/30/2017	1,310.64	001 Delta Dental - Ach	Delta Dental - May Ach/Delta Dental - May Ach/Delta Dental - May Ach
001421	HC	5/30/2017	160.91	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-May Ach/Gordon Flesch-May Ach/Gordon Flesch-May Ach/Gordon Flesch-May Ach
001422	HC	5/30/2017	460.89	007 TDS Metrocom - Ach	TDS Metrocom - May Ach/TDS Metrocom - May Ach/TDS Metrocom - May Ach/TDS Metrocom - May Ach
001423	HC	5/30/2017	1,214.96	004 Us Cellular - Ach	Us Cellular - May Ach/Us Cellular - May Ach/Us Cellular - May Ach
001424	HC	5/30/2017	415.90	547 Charter Communications-Ach	Charter-May Ach/Charter-May Ach/Charter-May Ach/Charter-May Ach
001425	HC	5/30/2017	167.45	952 AT&T	AT&T-May Ach/AT&T-May Ach/AT&T-May Ach
001426	HC	5/30/2017	351.81	003 Alliant Energy - Ach	Alliant Energy - May Ach/Alliant Energy - May Ach/Alliant Energy - May Ach/Alliant Energy - May Ach
001427	HC	5/30/2017	16,179.36	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-May Ach/Dept of Rev-May Ach
001428	HC	5/30/2017	44,372.97	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-May Ach
001429	HC	5/30/2017	8,948.52	020 Wells Fargo Bank-Ach	Client Analysis-May Ach/Client Analysis-May Ach/Client Analysis-May Ach/Client Analysis-May Ach
001430	HC	5/30/2017	7,200.31	008 Payroll State Taxes - Ach	State Taxes-May Ach/State Taxes-May Ach

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001431	HC	5/30/2017	38,612.03	025 Payroll Federal Taxes- Ach	Federal Taxes-May Ach/Federal Taxes-May Ach/Federal Taxes-May Ach/Federal Taxes-May Ach
024616	VC	5/10/2017	-72.00	102 ALERE TOXICOLOGY SERVICES, INC.	Alere-Drug Tests
024810	VC	5/10/2017	-229.83	589 DANA DERRICKS & LESLIE DIETZMAN	Pet Relief-Customer Refund
024913	CK	5/2/2017	160,254.63	131 CITY OF STOUGHTON	City Stoton-50 Vehicle upgrade/City Stoton-principal go debt/City Stoton-Principal go debt/City Stoton-Truck maint.
024914	CK	5/2/2017	15.46	051 ROSANNE PROBST TUTTLE	R Tuttle-Customer Refund
024915	CK	5/2/2017	289.01	128 BRANSON FLORENCE	B Florence-Customer Refund/B Florence-Customer Refund/B Florence-Customer Refund/B Florence-Customer Refund
024916	CK	5/2/2017	15,424.26	448 STRAND ASSOCIATES INC.	Strand-KPW lot 7/Strand-Lateral observations/Strand-w substation design/Strand-Industrial discharge/Strand-2017 Construction/Strand-2017 Construction/Strand-B & G discharge/Strand-Skaalen home/Strand-KPW/Strand-Scada issues/Strand-Uniroyal discharge+
024917	CK	5/2/2017	440.79	902 STEPHEN GRAU	S Grau-Customer Refund
024918	CK	5/2/2017	548.80	939 BRENT EDWARDS	B Edwards-Customer Refund
024919	CK	5/3/2017	889.00	346 SEILER INSTRUMENT & MFG. CO. INC.	Seiler Inst.Support Contract/Seiler Inst.Support Contract/Seiler Inst.Support Contract
024920	CK	5/3/2017	15,131.51	373 E S R I INC.	E S R I - supplies/E S R I - maint contract/E S R I - maint contract/E S R I - supplies/E S R I - supplies/E S R I - maint contract/E S R I - software/E S R I - software/E S R I - software
024921	CK	5/3/2017	414.23	400 RESCO	Resco-Supplies/Resco-Supplies
024922	CK	5/3/2017	5,591.11	781 DUNKIRK WATER POWER CO LLC	Dunkirk-April Dunkirk Dam
024923	CK	5/3/2017	423.96	889 PITNEY BOWES INC	Pitnery Bowes-Supplies/Pitnery Bowes-Supplies/Pitnery Bowes-Supplies/Pitnery Bowes-Supplies

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024924	CK	5/3/2017	457.00	084 HARVEST FARMS, LLC	Harvest Farms-Credits
024925	CK	5/3/2017	176.77	133 WISCONSIN SCTF	WI SCTF-May A Support
024926	CK	5/10/2017	120.00	114 PROGRESSIVE FAMILY EYECARE	Progressive-Safety glasses
024927	CK	5/10/2017	512.00	166 INKWORKS, INC.	Inkworks-billing inserts/Inkworks-billing inserts/Inkworks-billing inserts/Inkworks-billing inserts
024928	CK	5/10/2017	403.20	400 RESCO	Resco-Inventory
024929	CK	5/10/2017	9,112.00	691 ASPLUNDH TREE EXPERTS CO., INC.	Asplundh-Tree Trimming/Asplundh-Tree Trimming
024930	CK	5/10/2017	1,000.00	967 HYDRO CORP	Hydrocorp-Cross connection
024931	CK	5/10/2017	457.00	084 HARVEST FARMS, LLC	Harvest Farms-Hoel Ave Credits
024932	CK	5/10/2017	6.00	407 REGISTRATION FEE TRUST	Reg Fee trust-Traffic report
024933	CK	5/10/2017	78.18	579 SHAWN TRACY	S Tracy-Customer Refund
024934	CK	5/10/2017	377.03	680 SCOTT GRIFFIN	S Griffin-Customer Refund
024935	CK	5/10/2017	188.47	870 TEAYA MAHLUM	T Mahlum-Customer Refund
024936	CK	5/10/2017	300.00	290 MID-WEST TREE & EXCAVATION, INC	Mid-West-blk dirt & seed
024937	CK	5/10/2017	165.99	474 WOODWARD COMMUNITY MEDIA	Woodward-Bid Ads
024938	CK	5/10/2017	10.39	636 DANE COUNTY SHERIFF'S OFFICE	Dane Cnty-Traffic Report/Dane Cnty-Traffic Report
024939	CK	5/10/2017	1,584.20	662 PGH FIRE PROTECTION, LLC	PGH Fire-testing/PGH Fire-testing
024940	CK	5/10/2017	229.83	589 DANA DERRICKS & LESLIE DIETZMAN	Pet Relief-Customer Refund
024941	CK	5/10/2017	72.00	102 ALERE TOXICOLOGY SERVICES, INC.	Alere-Drug Tests
024942	CK	5/16/2017	3,896.03	400 RESCO	Resco-inventory/Resco-inventory/Resco-supplies/R esco-supplies/Resco-supplies
024943	CK	5/16/2017	162.00	405 ROSENBAUM CRUSHING & EXCAV.	Rosenbaum-Dump fee/Rosenbaum-Dump fee

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024944	CK	5/16/2017	29,800.00	668 PARAMOUNT ROOFING	Paramount-Roofing #7
024945	CK	5/16/2017	25.00	675 WI STATE LABORATORY OF HYGIENE	Wi State Lab-Fluoride tests
024946	CK	5/16/2017	19,124.96	131 CITY OF STOUGHTON	City Stoton-May Retirement/City Stoton-May Retirement/City Stoton-May Retirement
024947	CK	5/16/2017	176.77	133 WISCONSIN SCTF	WI Scf-Support
024948	CK	5/16/2017	3,732.44	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching
024949	CK	5/16/2017	56.00	872 STOUGHTON HOSPITAL	Stoton Hosp-Drug Tests
024950	CK	5/16/2017	207.25	241 JACOB MATTESON	J Matteson-Customer Refund
024951	CK	5/16/2017	159.65	416 EVE CHRISTOFFERSEN	E Christoffersen-Cust Refund
024952	CK	5/16/2017	104.26	936 BERDINE KELLNHOFER IRREVOCABLE TRUST	B Kellnhofer-Customer Refund
024953	CK	5/24/2017	87.18	146 STOUGHTON ELECTRIC UTIL.	Stoton Elec-Petty Cash/Stoton Elec-Petty Cash
024954	CK	5/24/2017	62.27	208 DOUGLAS & AMY VIKE	D Vike-Customer Refund
024955	CK	5/24/2017	15,880.38	539 DEPARTMENT OF ADMINISTRATION	Dept of admin-Public benefits
024956	CK	5/24/2017	72.00	584 VINING SPARKS IBG, L.P.	Vining Sparks-Safekeeping
024957	CK	5/24/2017	7,429.08	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Inventory
024958	CK	5/24/2017	295.00	356 WICPA	WICPA-cpa dues
024959	CK	5/24/2017	18,648.43	400 RESCO	Resco-Transformer/Resco-cleaning supplies/Resco-Transformer
024960	CK	5/24/2017	4,556.00	691 ASPLUNDH TREE EXPERTS CO., INC.	Asplundh-Tree Trimming
024961	CK	5/24/2017	144.00	102 ALERE TOXICOLOGY SERVICES, INC.	Alere-Drug Tests
024962	CK	5/24/2017	43,194.81	131 CITY OF STOUGHTON	City Stoton-April Stormwater

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024963	CK	5/24/2017	71.46	491 PUBLIC SVC. COMM. OF WI.	PSC-Assessments
024964	CK	5/24/2017	6,175.00	727 GLS UTILITY LLC	GLS Utility-April Locates/GLS Utility-April Locates/GLS Utility-April Locates
024965	CK	5/31/2017	3,597.90	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching
024966	CK	5/31/2017	557.89	324 ELECTRICAL TESTING LAB., LLC.	Elec Test Lab-Glove Tests
024967	CK	5/31/2017	714.88	400 RESCO	Resco-Tools/Resco-Inventory
024968	CK	5/31/2017	16,992.52	448 STRAND ASSOCIATES INC.	Strand-Discharges reviews/Strand-Lateral observations/Strand-2017 Utility Const/Strand-W Sub Site Design/Strand-Vernon St Interceptor/Strand-KPW Lot 7/Strand-2017 Utility Const
024969	CK	5/31/2017	8,659.20	691 ASPLUNDH TREE EXPERTS CO., INC.	Asplundh-Tree Trimming/Asplundh-Tree Trimming
024970	CK	5/31/2017	176.77	133 WISCONSIN SCTF	WI SCTF-support
024971	CK	5/31/2017	4,985.50	362 UTILITY SERVICE CO., INC	Utility-Twr 2 qtr
101453	CK	5/3/2017	2,800.00	463 GREAT-WEST	Great West-May A Def comp
101454	CK	5/3/2017	200.00	600 DEAN HEALTH SYSTEMS	Dean Health-Hearing tests/Dean Health-Hearing tests/Dean Health-Hearing tests
101455	CK	5/3/2017	375.00	731 NORTH SHORE BANK FSB	N Shore Bank-May A Def Comp
101456	CK	5/3/2017	3,779.98	852 INFOSEND, INC	Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing
101457	CK	5/16/2017	11,977.40	157 FORSTER ELEC. ENG.,INC.	Forster-Scada Controls/Forster-KPW Phase II/Forster-west sub
101458	CK	5/16/2017	44.00	310 HANSON PEST MANAGEMENT	Hanson Pest-Pest Maint
101459	CK	5/16/2017	2,800.00	463 GREAT-WEST	Great West-May B Def Comp
101460	CK	5/16/2017	1,045.21	648 BAKER TILLY VIRCHOW KRAUSE, LLP	Baker Tilly-Audit reports/Baker Tilly-Audit reports/Baker Tilly-Audit reports

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
101461	CK	5/16/2017	375.00	731 NORTH SHORE BANK FSB	N Shore Bank-May B Def comp
101462	CK	5/16/2017	777.88	809 CINTAS CORPORATION #446	Cintas-Clothes cleaning/Cintas-Cloths cleaning/Cintas-Cloths cleaning/Cintas-clothes cleaning/Cintas-Cloths cleaning/Cintas-Clothes cleaning/Cintas-Clothes cleaning/Cintas-Clothes cleaning/Cintas-Cloths cleaning/More...
<b>Company Total</b>			<b>1,338,176.10</b>		



Date: Tuesday, May 09, 2017

Time: 03:33PM

User: SGUNSOLUS

## Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000072'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
<b>Import ID: 009010</b>		<b>Import # : 0000000072</b>							
7430	253	000000	595	1000BULBS.COM	358.68	Lighting for small business	04/13/2017	4000	-
7430	253	000000	595	1000BULBS.COM	164.25	Lighting for small business	04/21/2017	4000	-
7430	934	000000	626	663 STOUGHTON BUMPER TO B	29.99	Pump fuel additive	04/10/2017	6910	-
7450	633	000000	626	663 STOUGHTON BUMPER TO B	15.29	Oil drip pan for well 5 generator	04/04/2017	7400	-
7430	933	000000	994	AMAZON MKTPLACE PMTS	15.82	Decal remover	04/17/2017	4100	-
7450	631	000000	108	ASLESON'S TRUE VALUE HDW	3.79	Flat blade paint scraper for overspray removal and glass cleaning	04/07/2017	7400	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	41.11	1 1/4 galvanized nipples for curb stop repairs	04/12/2017	7400	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	33.53	1 inch galvanized nipples for curb stop repairs	04/13/2017	7400	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	14.98	Concrete and 4 inch fernco coupling for curb stop repair @ 519 N Harrison	04/14/2017	7400	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	19.24	Electric trailer	04/28/2017	7400	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	15.75	Electric trailer repair	04/13/2017	8700	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	9.99	Hold down for electric trailer	04/17/2017	8700	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	21.12	Safety chairs for electric trailer	04/21/2017	8700	-
7430	933	000000	108	ASLESON'S TRUE VALUE HDW	6.11	Material for mounting strobe light on Truck #4	04/04/2017	6400	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	7.47	Receptacle for copy machine room	04/04/2017	6400	-
7430	593	000000	108	ASLESON'S TRUE VALUE HDW	4.60	Concrete anchors for covering MillFab stepdown slab	04/17/2017	5200	-
7430	593	000000	108	ASLESON'S TRUE VALUE HDW	16.00	New hammer for truck #16	04/27/2017	6950	-
7430	594	000000	108	ASLESON'S TRUE VALUE HDW	15.99	New hammer for truck #16	04/27/2017	6950	-
7460	833	000000	108	ASLESON'S TRUE VALUE HDW	8.28	Electrical for UV	04/18/2017	8720	-
7460	833	000000	108	ASLESON'S TRUE VALUE HDW	6.98	Electric for UV	04/18/2017	8720	-
7460	827	000000	108	ASLESON'S TRUE VALUE HDW	9.99	Tape measure	04/13/2017	8720	-
7460	827	000000	108	ASLESON'S TRUE VALUE HDW	28.35	Paint cans/tape measure/storage box	04/06/2017	8200	-
7460	833	000000	390	BADGER WATER	67.60	Control water for lab testing	04/03/2017	8300	-
7460	827	000000	526	BATTERIES PLUS MAD	239.50	SCADA UPS batteries	04/04/2017	8200	-
7430	932	000000	994	BATTERY MART OF WINCHESTE	7.94	BATTERY FOR EXIT LIGHT	04/17/2017	4100	-
7430	370	003300	327	BORDER STATES ELECTRIC	1,795.00	8 electric meters	04/07/2017	4100	-
7430	370	003300	327	BORDER STATES ELECTRIC	2,760.00	8 electric meters	04/26/2017	5200	-
7430	107.14	000000	604	CDW GOVT #HMR0627	1,254.00	ELECTRIC SCADA - SQL SERVER 2016 LICENSING	04/13/2017	5250	160200XX - 1
7430	107.14	000000	604	CDW GOVT #HNN9830	158.95	ELECTRIC SCADA - USB DRIVES FOR SHIPMENT OF SYSTEMS TO OSI	04/19/2017	5250	160200XX - 1
7430	921	000000	604	CDW GOVT #HPM9277	254.41	WEB SECURITY FILTER - ADVANCED THREAT DETECTION SUBSCRIPTI(I	04/24/2017	5250	-
7450	921	000000	604	CDW GOVT #HPM9277	92.51	WEB SECURITY FILTER - ADVANCED THREAT DETECTION SUBSCRIPTI(I	04/24/2017	5250	-
7460	851	000000	604	CDW GOVT #HPM9277	115.65	WEB SECURITY FILTER - ADVANCED THREAT DETECTION SUBSCRIPTI(I	04/24/2017	5250	-
7430	921	000000	604	CDW GOVT #HQN9275	810.29	SERVER UPGRADES - HDD X2, RAM X6	04/27/2017	5250	-
7450	921	000000	604	CDW GOVT #HQN9275	294.65	SERVER UPGRADES - HDD X2, RAM X6	04/27/2017	5250	-
7460	851	000000	604	CDW GOVT #HQN9275	368.31	SERVER UPGRADES - HDD X2, RAM X6	04/27/2017	5250	-
7430	143	000000	604	CDW GOVT #HQN9275	752.85	RMA - SERVER UPGRADES - RAM X6	04/27/2017	5250	-
7450	933	000000	317	CENEX D M SERV07083686	32.00	Fuel for forklift	04/14/2017	5275	-
7430	232	001099	484	CREE LIGHTING	1,050.00	LED street lights	04/12/2017	4100	-
7430	232	001099	134	CRESCENT ELECTRIC 130	4,843.52	Stock materials	04/12/2017	4100	-
7430	232	001099	134	CRESCENT ELECTRIC 130	1,558.20	Secondary peds	04/12/2017	4100	-
7460	833	000000	846	CUMMINS INC	1,370.29	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7460	832	003603	846	CUMMINS INC	524.53	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-

Date: Tuesday, May 09, 2017

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7430	932	000000	846	CUMMINS INC	535.73	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7450	932	000000	846	CUMMINS INC	194.81	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7460	834	000000	846	CUMMINS INC	243.52	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7450	633	000000	846	CUMMINS INC	611.10	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7450	633	000000	846	CUMMINS INC	974.06	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7450	633	000000	846	CUMMINS INC	974.06	YEARLY GENERATOR MAINTENANCE AND LOAD BANK TESTING	04/12/2017	8200	-
7460	143	000000	846	CUMMINS INC	1,370.29	REFUND DUE FROM CUMMINS	04/25/2017	8200	-
7460	833	000000	846	CUMMINS INC	942.88	WWTP GENERATOR TRANSFER SWITCH REPAIR	04/19/2017	8200	-
7430	932	000000	846	CUMMINS INC	3,935.33	ADMIN BLDG. GENERATOR REPAIR	04/06/2017	4000	-
7450	932	000000	846	CUMMINS INC	1,431.03	ADMIN BLDG. GENERATOR REPAIR	04/06/2017	4000	-
7460	834	000000	846	CUMMINS INC	1,788.79	ADMIN BLDG. GENERATOR REPAIR	04/06/2017	4000	-
7430	932	000000	846	CUMMINS INC	382.31	TROUBLE CALL TO REPAIR LOCKED GENERATOR TRANSFER SWITCH /	04/14/2017	4000	-
7450	932	000000	846	CUMMINS INC	139.02	TROUBLE CALL TO REPAIR LOCKED GENERATOR TRANSFER SWITCH /	04/14/2017	4000	-
7460	834	000000	846	CUMMINS INC	173.79	TROUBLE CALL TO REPAIR LOCKED GENERATOR TRANSFER SWITCH /	04/14/2017	4000	-
7460	833	000000	483	DORNER COMPANY	72.00	Post air valve	04/14/2017	8200	-
7430	920	000000	373	ESRI	310.75	Training expense - Registration - ESRI Geometric Networks	04/19/2017	4300	-
7450	920	000000	373	ESRI	113.00	Training expense - Registration - ESRI Geometric Networks	04/19/2017	4300	-
7460	850	000000	373	ESRI	141.25	Training expense - Registration - ESRI Geometric Networks	04/19/2017	4300	-
7460	827	000000	148	FASTENAL COMPANY01	4.79	Batteries for radios	04/28/2017	8710	-
7460	827	000000	148	FASTENAL COMPANY01	13.23	Nuts and bolts	04/06/2017	8720	-
7460	831	000000	148	FASTENAL COMPANY01	2.72	Latch for lift stations	04/10/2017	8720	-
7460	827	000000	148	FASTENAL COMPANY01	27.73	Grease gun holder/safety glasses	04/11/2017	8720	-
7460	827	000000	148	FASTENAL COMPANY01	33.47	Saw blades and fasteners	04/24/2017	8200	-
7460	834	000000	287	FERGUSON ENT #276	317.78	10 inch valve gaskets for RAS valves	04/18/2017	8200	-
7430	920	000000	601	FOSDAL BAKERY LLC	5.87	Meeting expense - Utilities Committee	04/19/2017	3680	-
7450	920	000000	601	FOSDAL BAKERY LLC	2.13	Meeting expense - Utilities Committee	04/19/2017	3680	-
7460	850	000000	601	FOSDAL BAKERY LLC	2.69	Meeting expense - Utilities Committee	04/19/2017	3680	-
7430	594	000000	894	HAMPTON INN EAU CLAIRE	445.00	UG line school lodging	04/10/2017	6950	-
7430	593	000000	894	HAMPTON INN EAU CLAIRE	445.00	Hotel for school	04/10/2017	6940	-
7430	932	000000	492	HD SUPPLY WATERWORKS 233	124.40	Pipe for storage on electric trailer	04/14/2017	8700	-
7450	107.14	000000	492	HD SUPPLY WATERWORKS 233	935.00	Parts for cross connection inspection	04/26/2017	4100	170901XX - 1
7450	673	000000	994	HURCO TECHNOLOGIES	97.66	REPLACEMENT PARTS FOR SPIN DOCTOR VALVE TURNER	04/12/2017	7400	-
7450	107.14	000000	354	HYDRO DESIGNS	1,000.00	Monthly cross connection inspection fee	04/06/2017	4000	170901XX - 1
7430	394	000000	994	IN BRIDGEPORT MAGNETICS	3,731.57	30 KVA TEMP PHASE RESTORATION AUTO TRANSFORMER ON WHEEL	04/06/2017	4000	-
7430	932	000000	468	IN MOYER'S LANDSCAPE SER	22.27	Mulch for office	04/27/2017	8700	-
7450	932	000000	468	IN MOYER'S LANDSCAPE SER	8.10	Mulch for office	04/27/2017	8700	-
7460	834	000000	468	IN MOYER'S LANDSCAPE SER	10.13	Mulch for office	04/27/2017	8700	-
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	137.50	Janitorial service for admin bldg.	04/18/2017	4000	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	50.00	Janitorial service for admin bldg.	04/18/2017	4000	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	62.50	Janitorial service for admin bldg.	04/18/2017	4000	-
7430	586	000000	259	ITRON INC	1,190.99	Metering hardware and software maintenance contract - Quarterly	04/03/2017	3650	-
7430	586	000000	259	ITRON INC	433.08	Metering hardware and software maintenance contract - Quarterly	04/03/2017	3650	-
7460	851	000000	259	ITRON INC	541.37	Metering hardware and software maintenance contract - Quarterly	04/03/2017	3650	-
7430	593	000000	894	KWIK TRIP 41300004135	19.84	GAS FOR PRIUS	04/10/2017	6940	-

Date: Tuesday, May 09, 2017

Time: 03:33PM

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# Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000072'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7450	642	000000	994	KWIK TRIP 73900007393	1.99	Ice for water samples	04/28/2017	8400	-
7460	827	000000	994	KWIK TRIP 73900007393	3.18	Water jug	04/19/2017	8720	-
7450	143	000000	894	LA ROCCA'S PIZZERIA	78.41	ACCIDENTAL PAYMENT WITH COMPANY CREDIT CARD	04/10/2017	7400	-
7430	932	000000	894	LIBERTY FLAGS AND SPECIAL	49.43	FLAGS	04/28/2017	4100	-
7450	932	000000	894	LIBERTY FLAGS AND SPECIAL	17.97	FLAGS	04/28/2017	4100	-
7460	834	000000	894	LIBERTY FLAGS AND SPECIAL	22.48	FLAGS	04/28/2017	4100	-
7460	852	000000	207	LW ALLEN	160.90	Yearly flow meter calibrations	04/26/2017	8200	-
7460	833	003608	207	LW ALLEN	400.76	digester cover level indicator repair	04/12/2017	8200	-
7450	663	000000	165	MIDWEST METER - JACKSON	2,452.50	Water meter parts for maintenance	04/24/2017	5275	-
7450	346	000000	165	MIDWEST METER - JACKSON	2,776.95	9 - 1 inch water meters	04/24/2017	5275	-
7430	921	000000	836	MSFT E04003L5TZ	30.80	HOSTED OFFICE 365 - MICROSOFT LYNC	04/04/2017	5250	-
7450	921	000000	836	MSFT E04003L5TZ	11.20	HOSTED OFFICE 365 - MICROSOFT LYNC	04/04/2017	5250	-
7460	851	000000	836	MSFT E04003L5TZ	14.00	HOSTED OFFICE 365 - MICROSOFT LYNC	04/04/2017	5250	-
7430	925	000000	089	MUNICIPAL ELECTRIC UTILIT	378.00	APPA safety manuals	04/13/2017	4100	-
7430	925	000000	786	NAPA PARTS - SNP 0027410	227.82	Latex gloves, smoke detectors, etc.	04/17/2017	4100	-
7430	932	000000	786	NAPA PARTS - SNP 0027410	26.28	Shop towels	04/17/2017	4100	-
7430	594	000000	786	NAPA PARTS - SNP 0027410	197.58	Wypall	04/17/2017	4100	-
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	32.00	Chloride testing	04/07/2017	8300	-
7460	107.14	000000	974	NORTHERN LAKE SERVICE, IN	121.60	Paradise Pond testing for street department	04/12/2017	8300	170303XX - 1
7460	831	000000	674	NORTHERN SEWER EQUIP	1,058.61	Televising tractor repairs	04/10/2017	8200	-
7460	831	000000	674	NORTHERN SEWER EQUIP	91.40	Televising equipment parts	04/10/2017	8200	-
7460	831	000000	674	NORTHERN SEWER EQUIP	1,182.39	Televising equipment parts	04/06/2017	8200	-
7430	593	000000	887	NWTC GB REGISTRATION	347.52	Apprentice school	04/28/2017	4000	-
7430	594	000000	887	NWTC GB REGISTRATION	347.52	Apprentice school	04/28/2017	4000	-
7430	903	000000	419	PAYFLOW/PAYPAL	52.67	Credit card processing - Online	04/04/2017	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	18.96	Credit card processing - Online	04/04/2017	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	25.28	Credit card processing - Online	04/04/2017	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	8.44	Credit card processing - Online	04/04/2017	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	32.92	Credit card processing - Desktop and recurring	04/04/2017	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	11.85	Credit card processing - Desktop and recurring	04/04/2017	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	15.80	Credit card processing - Desktop and recurring	04/04/2017	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	5.28	Credit card processing - Desktop and recurring	04/04/2017	5250	-
7460	834	000000	969	PAYPAL CCOENEN5	78.75	ELECTRICL FOR UV, PARKER MAGNETIC SENSOR KL3045 READ SWITC	04/18/2017	8200	-
7430	584	000000	969	PAYPAL HOME DEPOT	382.05	Label marker/ribbon and tape	04/10/2017	4100	-
7460	833	000000	969	PAYPAL INTL GRNHSE	172.45	Algae tarp for disinfection tank 1	04/19/2017	8200	-
7430	925	000000	969	PAYPAL LABONVILLEI	103.68	Chaps for chainsaw cutting	04/13/2017	4100	-
7430	921	000000	262	PICK N SAVE #390	4.40	SPRAY FOR BACK BATHROOM	04/27/2017	6950	-
7430	921	000000	690	RADIOSHACK DEA00019513	14.99	Battery - Customer service security system	04/05/2017	5250	-
7450	921	000000	690	RADIOSHACK DEA00019513	5.39	Battery - Customer service security system	04/05/2017	5250	-
7460	851	000000	690	RADIOSHACK DEA00019513	7.19	Battery - Customer service security system	04/05/2017	5250	-
7430	233	001099	690	RADIOSHACK DEA00019513	2.42	Battery - Customer service security system	04/05/2017	5250	-
7460	854	000000	994	RED WINGS SHOES #474	189.99	Safety boots	04/17/2017	8720	-
7450	631	000000	748	SHERWIN WILLIAMS #3833	236.65	Paint for Well #5	04/21/2017	8400	-
7460	833	000000	748	SHERWIN WILLIAMS 703833	125.34	Paint for sludge lines	04/04/2017	8200	-

Date: Tuesday, May 09, 2017

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# Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000072'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	921	000000	352	STAPLS7173131316000001	2.14	GENERAL OFFICE SUPPLIES	04/06/2017	3680	-
7450	921	000000	352	STAPLS7173131316000001	0.78	GENERAL OFFICE SUPPLIES	04/06/2017	3680	-
7460	851	000000	352	STAPLS7173131316000001	0.98	GENERAL OFFICE SUPPLIES	04/06/2017	3680	-
7430	921	000000	352	STAPLS7174229848000001	29.63	GENERAL KITCHEN SUPPLIES	04/10/2017	3680	-
7450	921	000000	352	STAPLS7174229848000001	10.77	GENERAL KITCHEN SUPPLIES	04/10/2017	3680	-
7460	851	000000	352	STAPLS7174229848000001	13.49	GENERAL KITCHEN SUPPLIES	04/10/2017	3680	-
7430	921	000000	352	STAPLS7174229848000002	16.93	GENERAL KITCHEN SUPPLIES	04/17/2017	3680	-
7450	921	000000	352	STAPLS7174229848000002	6.15	GENERAL KITCHEN SUPPLIES	04/17/2017	3680	-
7460	851	000000	352	STAPLS7174229848000002	7.71	GENERAL KITCHEN SUPPLIES	04/17/2017	3680	-
7430	143	000000	352	STAPLS7174229848000003	4.27	GENERAL KITCHEN SUPPLIES - RETURNED FOR REFUND	04/10/2017	3680	-
7430	143	000000	352	STAPLS7174229848001001	-4.27	GENERAL KITCHEN SUPPLIES - REFUND	04/13/2017	3680	-
7430	921	000000	352	STAPLS7174235044000001	10.93	GENERAL OFFICE SUPPLIES	04/10/2017	3680	-
7450	921	000000	352	STAPLS7174235044000001	3.93	GENERAL OFFICE SUPPLIES	04/10/2017	3680	-
7460	851	000000	352	STAPLS7174235044000001	5.24	GENERAL OFFICE SUPPLIES	04/10/2017	3680	-
7430	233	001099	352	STAPLS7174235044000001	1.77	GENERAL OFFICE SUPPLIES	04/10/2017	3680	-
7430	921	000000	352	STAPLS7174235044000002	127.92	GENERAL MAILING SUPPLIES	04/10/2017	3680	-
7450	921	000000	352	STAPLS7174235044000002	46.05	GENERAL MAILING SUPPLIES	04/10/2017	3680	-
7460	851	000000	352	STAPLS7174235044000002	61.40	GENERAL MAILING SUPPLIES	04/10/2017	3680	-
7430	233	001099	352	STAPLS7174235044000002	20.47	GENERAL MAILING SUPPLIES	04/10/2017	3680	-
7430	593	000000	436	STOUGHTON LUMBER CO	18.98	Supplies	04/28/2017	6950	-
7430	593	000000	436	STOUGHTON LUMBER CO	-18.98	Supplies	04/28/2017	6950	-
7430	932	000000	436	STOUGHTON LUMBER CO	10.98	Files for chainsaws	04/03/2017	8700	-
7430	932	000000	436	STOUGHTON LUMBER CO	15.00	Electric trailer materials	04/03/2017	8700	-
7430	932	000000	436	STOUGHTON LUMBER CO	7.97	Electric trailer materials	04/06/2017	8700	-
7450	672	000000	436	STOUGHTON LUMBER CO	3.12	Stainless belt replacement on tower 2	04/12/2017	8700	-
7430	932	000000	436	STOUGHTON LUMBER CO	82.20	Supplies for electric trailer	04/17/2017	8700	-
7430	932	000000	436	STOUGHTON LUMBER CO	21.17	Electric trailer repairs	04/24/2017	8700	-
7460	831	000000	436	STOUGHTON LUMBER CO	64.80	Grass seed for yard restoration at 8th street lift station	04/12/2017	7400	-
7450	675	000000	436	STOUGHTON LUMBER CO	15.96	Curb stop repairs	04/26/2017	7400	-
7430	232	001099	355	STUART C IRBY	5.20	Inventory	04/05/2017	4100	-
7430	232	001099	355	STUART C IRBY	49.00	Heat shrink tubing	04/05/2017	4100	-
7430	933	000000	355	STUART C IRBY	225.50	Spot lite for truck 16	04/10/2017	4100	-
7430	593	000000	355	STUART C IRBY	521.00	Supplies	04/07/2017	4100	-
7430	232	001099	355	STUART C IRBY	1,285.00	Inventory	04/07/2017	4100	-
7430	593	000000	355	STUART C IRBY	11.10	Climbing hooks	04/21/2017	4100	-
7430	232	001099	355	STUART C IRBY	267.50	Heat shrink tubing	04/24/2017	4100	-
7430	925	000000	578	THE SHOE BOX	149.40	Safety boots	04/14/2017	6910	-
7430	925	000000	578	THE SHOE BOX	120.00	Safety boots	04/03/2017	5400	-
7450	642	000000	824	UPS 1ZG194WT0317500921	9.40	SHIPPING OF WATER SAMPLES FOR TESTING	04/21/2017	3680	-
7450	642	000000	824	UPS 1ZG194WT0318174130	9.40	SHIPPING OF WATER SAMPLES FOR TESTING	04/28/2017	3680	-
7450	642	000000	824	UPS 1ZG194WT0324648885	9.40	SHIPPING OF WATER SAMPLES FOR TESTING	04/10/2017	3680	-
7460	827	000000	571	USA BLUE BOOK	90.88	3 stream/fog nozzles	04/19/2017	8720	-
7460	831	000000	571	USA BLUE BOOK	92.50	Two manhole picks	04/04/2017	8720	-
7450	143	000000	571	USA BLUE BOOK	155.05	Meter gaskets - Sent back for refund on card	04/27/2017	5275	-

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## Stoughton Utilities Posting Preview Report

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7450	652	000000	571	USA BLUE BOOK	43.65	Discharge tubing for chemical pumps	04/20/2017	8400	-
7430	107.14	000000	824	USPS PO 5679700726	4.16	Shipping of electric SCADA server images to OSI	04/28/2017	3680	160200XX - 1
7430	903	000000	954	VOICESHOT LLC	250.00	Outbound dialing - Collections - Funds refill	04/19/2017	3670	-
7450	903	000000	954	VOICESHOT LLC	90.00	Outbound dialing - Collections - Funds refill	04/19/2017	3670	-
7460	840	000000	954	VOICESHOT LLC	120.00	Outbound dialing - Collections - Funds refill	04/19/2017	3670	-
7430	233	001099	954	VOICESHOT LLC	40.00	Outbound dialing - Collections - Funds refill	04/19/2017	3670	-
7450	631	000000	507	WAL-MART #1176	5.22	Supplies	04/27/2017	8700	-
7430	932	000000	507	WAL-MART #1176	39.88	Lights for electric trailer	04/27/2017	8700	-
<b>Total:</b>					<b>58,902.57</b>				

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 15, 2017 – 5:30 p.m.

Stoughton, WI

Page No. 1

**Location:** Edmund T. Malinowski Board Room  
Stoughton Utilities Administration Office  
600 South Fourth Street  
Stoughton, Wisconsin

**Members Present:** Alderperson Matt Bartlett, Alderperson Michael Engelberger, Citizen Member David Erdman, Citizen Member John Kallas, Alderperson Pat O'Connor, and Citizen Member Alan Staats

**Excused:** Mayor Donna Olson

**Absent:** None

**Others Present:** Stoughton Utilities Finance Manager Jamin Friedl, CPA, Stoughton Utilities Assistant Director Brian Hoops, Stoughton Utilities Director Robert Kardasz, P.E., and Bethany Ryers, CPA of Baker Tilly Virchow Krause, LLP

**Call to Order:** Stoughton Utilities Director Robert Kardasz called the Regular Stoughton Utilities Committee Meeting to order at 5:30 p.m.

**Stoughton Utilities Committee Consent Agenda:** Stoughton Utilities Finance Manager Jamin Friedl, Stoughton Utilities Assistant Director Brian Hoops, and Stoughton Utilities Director Robert Kardasz presented and discussed the Stoughton Utilities Committee Meeting Consent Agenda items. Discussion Followed. Motion by Alderperson Michael Engelberger, the motion seconded by Citizen Member David Erdman, to approve the following consent agenda items as presented: Stoughton Utilities Payments Due List, Draft Minutes of the April 17, 2017 Regular Stoughton Utilities Committee Meeting, Stoughton Utilities March 2017 Financial Summary, Stoughton Utilities April 2017 Activities Report, Utilities Committee Annual Calendar, and Communications. The motion carried unanimously 6 to 0.

**Election of the Utilities Committee Chairperson and Vice-Chairperson:** Motion by Alderperson Michael Engelberger, the motion seconded by Citizen Member John Kallas, to nominate Mayor Donna Olson to the position of Stoughton Utilities Committee Chairperson. Discussion followed. The motion carried unanimously 6 to 0.

Motion by Citizen Member David Erdman, the motion seconded by Citizen Member John Kallas, to nominate Alderperson Michael Engelberger to the position of Stoughton Utilities Committee Vice-Chairperson. Discussion followed. The motion carried unanimously 6 to 0.

**Election of the Utilities Committee Liaison and Alternate Liaison to the Stoughton Common Council:** Motion by Alderperson Pat O'Connor, the motion seconded by Citizen Member David Erdman, to nominate Alderperson Matt Bartlett to the position of Utilities Committee Liaison to the Stoughton Common Council. Discussion followed. The motion carried unanimously 6 to 0.

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 15, 2017 – 5:30 p.m.

Stoughton, WI

Page No. 2

Motion by Alderperson Matt Bartlett, the motion seconded by Citizen Member David Erdman, to nominate Alderperson Pat O'Connor to the position of Alternate Liaison to the Stoughton Common Council. Discussion followed. The motion carried unanimously 6 to 0.

**Selection of the Utilities Committee date and time:** Motion by Alderperson Pat O'Connor, the motion seconded by Citizen Member Alan Staats, to designate the monthly meeting date to remain as the Monday after the first regularly scheduled meeting of the Stoughton Common Council at 5:00 p.m. Discussion followed. The motion carried unanimously 6 to 0.

**Status of The Stoughton Utilities Committee Recommendation(s) To The Stoughton Common Council:** Stoughton Utilities Director Robert Kardasz presented and discussed the following items from the Stoughton Utilities Committee that were approved and placed on file by the Stoughton Common Council:

- Stoughton Utilities Payments Due List Report
- Stoughton Utilities Committee March 20, 2017 Regular Meeting Minutes
- Stoughton Utilities February 2017 Financial Summary
- Stoughton Utilities March 2017 Statistical Information
- Stoughton Utilities Billing Statement Messages and Inserts Policy

**Stoughton Utilities 2016 Audit Reports and Management Letter:** Stoughton Utilities Finance Manager Jamin Friedl introduced Bethany Ryers from Baker Tilly Virchow Krause LLP who presented the Stoughton Utilities 2016 Audit Reports and Management Letter. Discussion followed. Motion by Citizen Member David Erdman, the motion seconded by Citizen Member John Kallas, to approve the Stoughton Utilities 2016 Audit Reports and Management Letter and recommend them to the Stoughton Common Council for approval and adoption of the corresponding resolution on June 13, 2017. The motion carried unanimously 6 to 0.

**Proposed Electric and Water Tax Stabilization Dividends:** Stoughton Utilities Director Robert Kardasz, Stoughton Utilities Assistant Director Brian Hoops, and Stoughton Utilities Finance Manager Jamin Friedl presented and discussed proposed electric and water tax stabilization dividends of \$12,698 and \$3,743 respectively. Discussion followed. Motion by Citizen Member David Erdman, the motion seconded by Citizen Member Alan Staats, to Table until the June 19, 2017 Stoughton Utilities Committee Meeting. The motion carried unanimously 6 to 0.

**Anticipated 2017 Fund Transfers to the City of Stoughton:** Stoughton Utilities Director Robert Kardasz, Stoughton Utilities Finance Manager Jamin Friedl, and Stoughton Utilities Assistant Director Brian Hoops presented and discussed the following anticipated transfers to the City of Stoughton in 2017:

Payment in lieu of taxes	\$764,640
Rent: Stoughton Utilities Administration Building	\$89,000
Administration Charges	\$55,000

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 15, 2017 – 5:30 p.m.

Stoughton, WI

Page No. 3

Police Department Emergency Contact Service	\$9,000
Stormwater Management Fee	\$7,508
Economic Development Contribution	\$1,000
Total:	\$926,148

Discussion followed.

**Declarations of Official Intent Nos. 2017-3 through 2017-5:** Stoughton Utilities Director Robert Kardasz and Stoughton Utilities Assistant Director Brian Hoops presented and the following Declarations:

- Declaration No. 2017-3     Electric Digger-Derrick for \$240,570
- Declaration No. 2017-4     Electric Bucket Truck for \$207,928
- Declaration No. 2017-5     Forklift Truck for \$24,900

Discussion followed. Motion by Citizen Member David Erdman, the motion seconded by Citizen Member John Kallas, to approve Declarations of Official Intent Nos. 2017-3, 2017-4, and 2017-5. The Motion Carried Unanimously 6 to 0.

**Electrical Infrastructure Improvements Adjacent to Riverfront Development Area:**

Stoughton Utilities Director Robert Kardasz and Stoughton Utilities Assistant Director Brian Hoops discussed electrical infrastructure improvements in the Riverfront Development Area and surrounding areas emphasizing funding, planning, and the establishment of appropriate grades. Discussion followed regarding potential funding sources, timelines, feasibility, and pole attachments.

**Stoughton Utilities Committee Future Agenda Items:** Electric and Water Tax Stabilization Dividends.

**Adjournment:** Motion by Alderperson Pat O'Connor, the motion seconded by Citizen Member David Erdman, to adjourn the Regular Stoughton Utilities Committee Meeting at 6:43 p.m. The motion carried unanimously 6 to 0.

Respectfully submitted

Brian R. Hoops  
Stoughton Utilities Assistant Director



# Stoughton Utilities

## Financial Summary

April 2017-YTD

### Highlights-Comparison to prior month

*I have no concerns with the utility's financial status. The following items are meant to illustrate significant changes in the financial summary from prior periods.*

#### **Overall Summary:**

- The April 2017 results are reasonable in comparison to the March 2017 and April 2016 results. Detailed analysis is provided below.

#### **Electric Summary:**

- Electric sales decreased \$142,600 compared to March due to a 19% decrease in consumption
- Other operating revenue decreased \$12,300 compared to March due to a reclassification of how forfeited discounts are being reported
- Purchased power costs decreased \$135,600 compared to March due to a 13% decrease in kWh purchased
- Operating expenses increased \$48,900 compared to March mainly due to the fact the City did not invoice the Utilities their share of March health insurance premiums timely and increased OH line maintenance
- Non-operating income increased \$16,900 compared to March mainly due to earnings allocations from ATC totaling \$8,425

#### **Water Summary:**

- Water sales decreased \$9,500 compared to March due to a 13% decrease in consumption
- Operating expenses increased \$22,400 compared to March mainly due to the fact the City did not invoice the Utilities their share of March health insurance premiums timely and annual generator maintenance costs
- Non-operating income decreased \$12,900 compared to March due to adjustments made in March to the way income from KPW Phase 1 was recorded during 2016

#### **Wastewater Summary:**

- Wastewater sales decreased \$16,300 compared to March due to a 11% decrease in gallons billed
- Operating expenses increased \$29,900 compared to March mainly due to the fact the City did not invoice the Utilities their share of March health insurance premiums timely and generator maintenance and repair costs
- Non-operating income decreased \$9,100 compared to March due to adjustments made in March to the way income from KPW Phase 1 was recorded during 2016

Submitted by:  
Jamin Friedl, CPA

**STOUGHTON UTILITIES**

Balance Sheets  
As of April 30, 2017

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
<b>Assets</b>				
Cash & Investments	\$ 9,725,647	\$ 1,457,957	\$ 2,748,590	\$ 13,932,193
Customer A/R	1,291,657	213,752	195,542	1,700,951
Other A/R	131,720	3,941	1,370	137,032
Other Assets	1,041,340	552,515	348,132	1,941,987
Plant in Service	25,665,305	14,765,894	28,893,721	69,324,919
Accumulated Depreciation	(13,313,766)	(4,999,460)	(10,511,779)	(28,825,005)
Plant in Service - CIAC	3,348,860	7,378,544	-	10,727,404
Accumulated Depreciation-CIAC	(1,621,024)	(1,992,232)	-	(3,613,256)
Construction Work in Progress	327,671	117,992	92,629	538,292
GASB 68 Deferred Outflow	575,914	206,806	227,166	1,009,886
<b>Total Assets</b>	<u>\$ 27,173,326</u>	<u>\$ 17,705,707</u>	<u>\$ 21,995,372</u>	<u>\$ 66,874,404</u>
<b>Liabilities + Net Assets</b>				
Accounts Payable	\$ 289,855	\$ 63,963	\$ 45,111	\$ 398,930
Payable to City of Stoughton	508,785	536,951	5,843	1,051,578
Interest Accrued	10,889	12,448	(2,137)	21,200
Other Liabilities	451,672	86,521	124,351	662,544
Long-Term Debt	5,771,571	3,079,385	5,026,967	13,877,924
Net Assets	19,919,308	13,848,492	16,707,842	50,475,641
GASB 68 Deferred Inflow	221,246	77,947	87,394	386,587
<b>Total Liabilities + Net Assets</b>	<u>\$ 27,173,326</u>	<u>\$ 17,705,707</u>	<u>\$ 21,995,372</u>	<u>\$ 66,874,404</u>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

April 2017

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 4,425,687	\$ 658,182	\$ 635,459	\$ 5,719,329
Other	51,796	20,060	26,655	98,510
<i>Total Operating Revenue:</i>	<b>\$ 4,477,483</b>	<b>\$ 678,242</b>	<b>\$ 662,114</b>	<b>\$ 5,817,838</b>
<i>Operating Expense:</i>				
Purchased Power	3,312,235	-	-	3,312,235
Expenses (Including Taxes)	538,989	285,162	312,579	1,136,730
PILOT	132,000	140,332	-	272,332
Depreciation	331,952	153,568	271,668	757,188
<i>Total Operating Expense:</i>	<b>\$ 4,315,176</b>	<b>\$ 579,062</b>	<b>\$ 584,247</b>	<b>\$ 5,478,486</b>
<i>Operating Income</i>	<b>\$ 162,307</b>	<b>\$ 99,180</b>	<b>\$ 77,866</b>	<b>\$ 339,353</b>
Non-Operating Income	261,618	27,280	39,896	328,794
Non-Operating Expense	(45,362)	(31,332)	(45,000)	(121,694)
<i>Net Income</i>	<b>\$ 378,564</b>	<b>\$ 95,128</b>	<b>\$ 72,762</b>	<b>\$ 546,454</b>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

April 2016

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 4,581,669	\$ 588,663	\$ 649,745	\$ 5,820,077
Other	58,965	\$ 23,281	\$ 13,100	95,346
<i>Total Operating Revenue:</i>	<b>\$ 4,640,634</b>	<b>\$ 611,944</b>	<b>\$ 662,845</b>	<b>\$ 5,915,423</b>
<i>Operating Expense:</i>				
Purchased Power	3,494,381	-	-	3,494,381
Expenses (Including Taxes)	572,719	291,251	294,686	1,158,657
PILOT	128,332	126,668	-	255,000
Depreciation	316,468	143,068	273,332	732,868
<i>Total Operating Expense:</i>	<b>\$ 4,511,901</b>	<b>\$ 560,987</b>	<b>\$ 568,018</b>	<b>\$ 5,640,906</b>
<i>Operating Income</i>	<b>\$ 128,733</b>	<b>\$ 50,957</b>	<b>\$ 94,826</b>	<b>\$ 274,516</b>
Non-Operating Income	285,688	9,470	9,220	304,378
Non-Operating Expense	(48,100)	(33,333)	(56,668)	(138,100)
<i>Net Income</i>	<b>\$ 366,321</b>	<b>\$ 27,094</b>	<b>\$ 47,378</b>	<b>\$ 440,794</b>

**STOUGHTON UTILITIES**  
Detailed Monthly Income Statements  
April 2017

**ELECTRIC**

	April 2017	March 2017	Change from Prior Month	April 2016
<i>Operating Revenue:</i>				
Sales	\$ 1,006,944	\$ 1,149,530	\$ (142,586)	\$ 1,002,735
Other	(6,263)	6,026	(12,290)	4,112
<i>Total Operating Revenue:</i>	<b>\$ 1,000,681</b>	<b>\$ 1,155,557</b>	<b>\$ (154,876)</b>	<b>\$ 1,006,847</b>
<i>Operating Expense:</i>				
Purchased Power	731,384	866,972	(135,587)	741,205
Expenses (Including Taxes)	159,344	110,454	48,890	116,332
PILOT	33,000	33,000	-	32,083
Depreciation	82,988	82,988	-	79,117
<i>Total Operating Expense:</i>	<b>\$ 1,006,716</b>	<b>\$ 1,093,414</b>	<b>\$ (86,698)</b>	<b>\$ 968,738</b>
<i>Operating Income</i>	<b>\$ (6,035)</b>	<b>\$ 62,143</b>	<b>\$ (68,178)</b>	<b>\$ 38,109</b>
Non-Operating Income	28,474	11,543	16,931	16,614
Non-Operating Expense	(10,587)	(10,586)	(0)	(11,264)
<i>Net Income</i>	<b>\$ 11,853</b>	<b>\$ 63,100</b>	<b>\$ (51,247)</b>	<b>\$ 43,459</b>

**WATER**

	April 2017	March 2017	Change from Prior Month	April 2016
<i>Operating Revenue:</i>				
Sales	\$ 160,244	\$ 169,721	\$ (9,477)	\$ 145,237
Other	5,026	5,057	(31)	5,451
<i>Total Operating Revenue:</i>	<b>\$ 165,270</b>	<b>\$ 174,779</b>	<b>\$ (9,509)</b>	<b>\$ 150,688</b>
<i>Operating Expense:</i>				
Expenses (Including Taxes)	82,434	59,997	22,437	79,517
PILOT	35,083	35,083	-	31,667
Depreciation	38,392	38,392	-	35,767
<i>Total Operating Expense:</i>	<b>\$ 155,909</b>	<b>\$ 133,472</b>	<b>\$ 22,437</b>	<b>\$ 146,951</b>
<i>Operating Income</i>	<b>\$ 9,361</b>	<b>\$ 41,307</b>	<b>\$ (31,946)</b>	<b>\$ 3,737</b>
Non-Operating Income	2,054	14,939	(12,885)	1,000
Non-Operating Expense	(7,833)	(7,833)	-	(8,334)
<i>Net Income</i>	<b>\$ 3,582</b>	<b>\$ 48,413</b>	<b>\$ (44,831)</b>	<b>\$ (3,597)</b>

**WASTEWATER**

	April 2017	March 2017	Change from Prior Month	April 2016
<i>Operating Revenue:</i>				
Sales	\$ 152,826	\$ 169,175	\$ (16,349)	\$ 161,209
Other	10,562	6,425	4,137	3,000
<i>Total Operating Revenue:</i>	<b>\$ 163,388</b>	<b>\$ 175,600</b>	<b>\$ (12,212)</b>	<b>\$ 164,209</b>
<i>Operating Expense:</i>				
Expenses (Including Taxes)	89,241	59,316	29,925	73,175
Depreciation	67,917	67,917	-	68,333
<i>Total Operating Expense:</i>	<b>\$ 157,158</b>	<b>\$ 127,233</b>	<b>\$ 29,925</b>	<b>\$ 141,508</b>
<i>Operating Income</i>	<b>\$ 6,229</b>	<b>\$ 48,367</b>	<b>\$ (42,137)</b>	<b>\$ 22,700</b>
Non-Operating Income	1,270	10,379	(9,109)	1,000
Non-Operating Expense	(11,250)	(11,250)	-	(14,167)
<i>Net Income</i>	<b>\$ (3,751)</b>	<b>\$ 47,495</b>	<b>\$ (51,246)</b>	<b>\$ 9,533</b>

**STOUGHTON UTILITIES**

Rate of Return

Year-to-Date April 2017

	<b>Electric</b>	<b>Water</b>
Operating Income (Regulatory)	\$ 162,307	\$ 99,180
Average Utility Plant in Service	25,049,820	14,629,926
Average Accumulated Depreciation	(12,982,453)	(4,854,713)
Average Materials and Supplies	175,446	34,223
Average Regulatory Liability	(144,044)	(222,486)
Average Customer Advances	(30,391)	-
Average Net Rate Base	\$ 12,068,378	\$ 9,586,951
Actual Rate of Return	<b>1.34%</b>	<b>1.03%</b>
April 2016 Rate of Return	<b>1.07%</b>	<b>0.62%</b>
December 2016 Rate of Return	<b>4.95%</b>	<b>3.46%</b>
Authorized Rate of Return	<b>5.00%</b>	<b>6.50%</b>

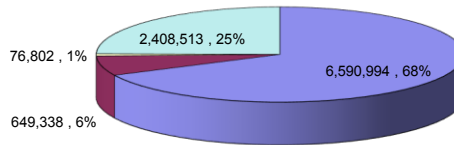
**STOUGHTON UTILITIES**  
Cash and Investments Summary  
As of April 30, 2017

**Electric**

**April 2017**

Unrestricted (6.11 months O&M)	6,590,994
Bond Reserve	649,338
Redemption Fund (P&I)	76,802
Designated	2,408,513
<b>Total</b>	<b><u>9,725,647</u></b>

**Electric Cash - April 2017**

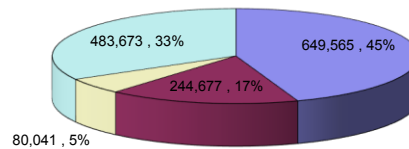
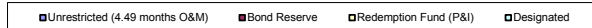


**Water**

**April 2017**

Unrestricted (4.49 months O&M)	649,565
Bond Reserve	244,677
Redemption Fund (P&I)	80,041
Designated	483,673
<b>Total</b>	<b><u>1,457,956</u></b>

**Water Cash - April 2017**

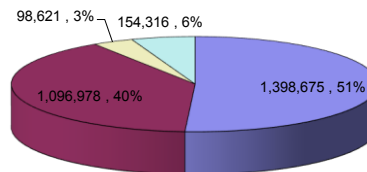
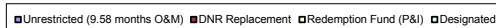


**Wastewater**

**April 2017**

Unrestricted (9.58 months O&M)	1,398,675
DNR Replacement	1,096,978
Redemption Fund (P&I)	98,621
Designated	154,316
<b>Total</b>	<b><u>2,748,590</u></b>

**Wastewater Cash - April 2017**



**STOUGHTON UTILITIES**  
**2017 Statistical Worksheet**

<b>Electric</b>	<b>Total Sales 2016 kWh</b>	<b>Total kWh Purchased 2016</b>	<b>Total Sales 2017 kWh</b>	<b>Total kWh Purchased 2017</b>	<b>Demand Peak 2016</b>	<b>Demand Peak 2017</b>
January	12,434,016	12,616,291	12,379,222	12,812,545	23,731	23,662
February	11,135,691	11,327,318	10,691,419	10,759,773	21,504	21,934
March	10,581,639	10,809,478	11,785,378	11,607,813	20,668	20,399
April	9,868,197	10,133,681	9,531,804	10,048,660	18,242	18,091
May						
June						
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>44,019,543</b>	<b>44,886,768</b>	<b>44,387,823</b>	<b>45,228,791</b>		

<b>Water</b>	<b>Total Sales 2016 Gallons</b>	<b>Total Gallons Pumped 2016</b>	<b>Total Sales 2017 Gallons</b>	<b>Total Gallons Pumped 2017</b>	<b>Max Daily High 2016</b>	<b>Max Daily Highs 2017</b>
January	38,657,000	42,976,000	37,110,000	43,748,000	1,642,000	1,629,000
February	37,426,000	40,703,000	34,905,000	41,145,000	1,877,000	1,780,000
March	38,688,000	42,714,000	38,893,000	40,725,000	1,745,000	1,542,000
April	36,824,000	40,784,000	33,806,000	39,290,000	1,618,000	2,105,000
May						
June						
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>151,595,000</b>	<b>167,177,000</b>	<b>144,714,000</b>	<b>164,908,000</b>		

<b>Wastewater</b>	<b>Total Sales 2016 Gallons</b>	<b>Total Treated Gallons 2016</b>	<b>Total Sales 2017 Gallons</b>	<b>Total Treated Gallons 2017</b>	<b>Precipitation 2016</b>	<b>Precipitation 2017</b>
January	26,559,000	29,125,000	25,221,000	34,377,000	0.55	2.43
February	23,957,000	26,577,000	23,196,000	29,386,000	0.64	1.34
March	25,438,000	30,379,000	26,255,000	31,113,000	4.07	2.69
April	25,232,000	30,654,000	23,234,000	35,672,000	1.96	6.80
May						
June						
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>101,186,000</b>	<b>116,735,000</b>	<b>97,906,000</b>	<b>130,548,000</b>	<b>7.22</b>	<b>13.26</b>



## Stoughton Utilities Activities Report May 2017

### Administration

Robert P. Kardasz, P.E.  
Utilities Director

Customer-driven projects, vegetative management, and Light Emitting Diode (LED) streetlight conversions were the focus of the Electric System during the month. The Meter Division concentrated on inspections and replacements. The Water Division concentrated on scheduled infrastructure replacement projects and assisting with the annual infrastructure replacement project. The Utilities Planning Division coordinated these projects and processed materials for various projects throughout the systems including the West Electric Substation Project, and continue with cross-connection and sump pump inspections. The Wastewater Division concentrated on projects at the wastewater treatment facility, cleaning and televising the sanitary sewer collection system, and assisting with the annual infrastructure replacement project. The Technical Operations Division worked with customers to fulfill their financial obligations as the moratorium on electric service disconnection ended and addressed a number of technical efforts occurring throughout Stoughton Utilities.

During May, the Utilities Director participated in a Utilities Committee Meeting, a Finance Committee Meeting, a Common Council Meeting, a Department Head Meeting, a risk management incident meeting, a staff meeting with our fitness center, a number of 2017 and 2018 projects meetings, a Wisconsin Department of Transportation Planning Meeting, a Clean Lakes Alliance Meeting, a Wastewater Environmental Group Meeting, a WPPI Energy Board of Directors Meeting, provided a tour of the wastewater treatment facility to two Stoughton High School environmental classes, and met with third grade students from the Stoughton Kegonsa Elementary School and sixth grade students at the Stoughton River Bluff Middle School; as well as numerous other external and internal meetings, and addressed a number of present and potential customer inquiries.

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### Technical Operations Division

**Brian R. Hoops**

Assistant Utilities Director

**Customer Payments:** Staff processed 9,140 payments totaling \$1.49 million, including 1,802 checks, 2,020 lockbox payments, 1,053 credit cards, 1,290 *My Account* online payments, 2,011 automated bank withdrawals, 758 direct bank payments, and \$17,900 in cash.

**Delinquent Collections:** As of May 1, there were 1,583 active accounts carrying delinquent balances totaling over \$193,900, and 95 final-billed accounts carrying delinquent balances totaling over \$19,050. Of the total amount delinquent, \$49,200 was 30 or more days past due.

Throughout the warm-weather months, SU will pursue electric service disconnections for delinquent customers, except during issued heat emergencies.

- Throughout the month of May, we mailed out 10-day notices of pending disconnection to 647 customers with delinquent balances.
- On May 23, we delivered automated phone calls to 287 customers providing a 48-hour notice of pending service disconnection.



- On May 24, we delivered automated phone calls to 143 customers providing a 24-hour final notice of pending service disconnection.
- On May 25, we disconnected electric service to 19 customers that remained severely delinquent. A total of two customers remained disconnected due to non-payment as of the end of the month.

We ended the month of May with \$40,950 remaining 30 or more days past-due. For comparison, 30+ day delinquencies are 17% lower than this time last year (\$49,400).

**Energy Assistance:** During the month of May, energy assistance (EA) payments for 18 customers totaling \$6,260 were received from the State of Wisconsin Public Benefits Program and applied to customer accounts to assist low-income customers with their home heating expenses.

May 15 marked the end of the 2016-17 heating season. The Public Benefits Program will continue to issue Crisis Assistance payments until the start of the 2017-18 heating season in October.

**Information Technology:** Our two primary Hyper-V virtual host servers were upgrade with a total of 320 GB of RAM. The increased RAM will allow full real-time system failover of all hosted servers during system updates, hardware upgrades, and component failures.

The security model utilized by our web-facing GIS server and online cloud portal was reviewed for best practices and user functionality. After analyzing the two options and testing several end-user scenarios, it was determined to keep the security model currently in use.

Several updates were made to our desktop credit card processing software and web daemon to add additional logging, error checking, and employee security options. Many updates were made to our Utility CIP software program to assign employee security options, simplify future updates, and clean up the program code.

Our SSL certificates were all renewed in May, and the new certificates installed on all web servers and devices, Exchange services, Federated Services, and our mobile device management system.

Work began on the creation of our GIS geometric networks. Each utility's infrastructure items and attributes will be analyzed and used to create the connectivity rules that form the network. The network creates models that match behavior of the utility infrastructure in the real world, and can be used to predict system behaviors during outages, circuit switching, valve turning, hydrant flushing, water main breaks, and more. It is estimated that creation of the geometric networks will take several months to complete. Future models created in-house, as well as software add-ons such as outage management software, will take advantage of these networks for advanced business intelligence.

**Public Service Commission (PSC) Consumer Complaints:** Three customers filed complaints with the Wisconsin PSC during the month of May. All three were closed and filed as unjustified. The first was a customer who was unable to access portions of their rental home due to mold and poor conditions, and believed those areas might have electrical usage that was increasing his bill. The second was a customer who owed over \$1,300 due to nonpayment the entire winter and a bounced an \$820 check, and who wanted to pay just \$100. The third was another customer who had not paid throughout the winter, and disputed the requirement to pay a customer deposit.

**SCADA Infrastructure and Software Upgrade Project:** Work continued on the electric SCADA upgrade project. We received the virtual server image containing the fully configured maintenance/development console back from OSI, and will install it into our production environment in June.

Forster Engineering continued to work on cabinet design specifications, and we continued discussions on the radio communications to the new West Substation location, radio system firmware and security upgrades, and firewall security devices located at each substation.

We are still on schedule for a late-September cutover to the new SCADA system.

**Training and Meetings:** All employees participated in our annual employee group photo, which we coordinated with the Drinking Water Week proclamation, as well as the receipt of our Reliable Public Power Provider (RP3) and Tree Line USA awards.

Brian participated in numerous internal staff meetings, several SU project meetings, the preconstruction meeting for Nordic Ridge, and several conference calls regarding the ongoing Electric SCADA upgrade project. He also attended a Utilities Committee meeting and a meeting of the Stoughton City Council, and hosted employees from Sun Prairie Utilities as they reviewed SU's physical security and surveillance systems.

Brandi Yungen, our Customer Service Technician attended a regional customer service roundtable discussion hosted by Municipal Electric Utilities of Wisconsin (MEUW). These peer discussions are a valuable tool to share information with electric utilities in our neighboring communities, and to learn about their customer outreach efforts while gathering ideas about what we can do here in Stoughton.

Erin Goldade, our Billing and Metering Specialist attended a two-day Northstar Customer Information System (CIS) "Bootcamp" training course, which touched on all areas of the CIS and provided both review and advanced training.

Lou Rada, our GIS Analyst attended a GPS workshop sponsored by Sieler and Trimble. This workshop provided valuable information about our current software solutions, as well as provided information about the new directions ESRI is going.

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## **Electric, Metering, Planning, and Water Divisions**

Sean O Grady  
Utilities Operations Superintendent

**Aldi's Store:** To make way for the new store, the existing underground primary cable and equipment feeding the former car dealership was removed from service.

**Asplundh Tree Expert Company:** Overhead electric lines on CTH A, Aaker Rd., Lake Kegonsa Rd., and within the Rorge Addition located south of town were directionally pruned this month. The Asplundh crew on site continues to make good progress.

**Cummins Filtration:** The former PAMIDA and Kohl's Food Store is combining two electric services with a single, larger 300 amp service to feed the complex. Crews are reconstructing the area, and once complete the new service will replace an existing overhead transformer bank and padmount transformer.

**Failed Underground Service Lateral:** One rural customer lost power over a weekend and sustained damage unrelated to the outage to the inside of the meter socket. As a result of the damage, we could not use our new PowerBack unit to provide temporary service until permanent repairs were scheduled.

**First Choice Dental:** A new three-phase primary extension was installed to feed a 600-AMP electric service.

**Kriedeman Drive Area Reconstruction Project:** Staff has been working jointly with MTE to bury underground primary cables. Crews should have this area cutover to the new cable by mid-June.

**Kwik Trip Store:** Sanitary sewer and water laterals were extended to the property to serve the future store and two bay carwash, both currently under construction.

**Lead and Copper Sampling:** Customer notifications outlining their responsibilities and schedules for drawing private water samples have been mailed. Testing will occur in June. Participating addresses were registered with the WDNR dating back to 1992.

**New Underground Electric Service Laterals/Service Upgrades:** The start to the construction season has seen more activity than in recent years. We installed ten new underground service laterals and four service upgrades during the month.

**Road Patches:** Staff completed road patches from excavations that occurred over the winter months. This should be our last round of patching excavation sites, as future work will be coordinated with the Department of Public Works and their blacktop contractor.

**Temporary Electric Services:** NAFA and Kwik Trip, along with three residential lots, received temporary electric services for construction.

**Tower 3: Race Track Road:** The inside of the bowl was inspected using a remotely operated vehicle. This inspection is completed annually and provides us with an inside view of the paint condition and sediment buildup without draining the tank. A full tower drain, followed by an inspection and disinfection, is completed once every five years, as mandated by the Wisconsin Department of Natural Resources.

**USH 138 South Overhead Pole Line Reconstruction Project:** It has been a challenge to get crews out to this project due to the persistent rainfall in May. Hopefully next month dries out and allows us to get the first phase of wire strung and tied in.

**URD Equipment Trailer:** With an increase in underground infrastructure, it takes more specialized equipment to diagnose cable failures, and numerous tools to maintain the system. The ability to have everything located in one centralized area has been a challenge. We were able to free up a trailer due to the recent decommissioning of our confined space rescue team, and have modified it to hold all our equipment, tools, and materials. This trailer will respond to all underground cable failures, overhead to underground reconstruction projects, and new construction sites. Having our underground equipment, tools, and material in one centralized location will reduce outage times for our customers and make construction sites more efficient. A big thank you to Kevin Hudson for leading this project.

**Water Main Replacement Projects:** Forest Landscape and Construction completed installation of the new water mains and services on Giles, Harrison, Henry, and Park Streets. The contractor move offsite to complete a project in Sun Prairie, and will return to complete Brickson and Manilla Streets, Division Street and the North Street intersection, and Milwaukee Street.. These projects need to be substantially completed by September 29, 2017.

**Well No. 5:** Staff has completed the landscaping surrounding the well and reservoir, and has restored the original exterior cedar siding. The property looks great and ties in well with the residential neighborhood.

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## **Wastewater Division**

Brian G. Erickson  
Stoughton Utilities Wastewater System Supervisor

The wastewater treatment facility processed an average daily flow of 1.030 million gallons with a monthly total of 34.000 million gallons.

**2017 Sanitary Sewer Projects:** We continue to work with Strand and Forest Landscape and Construction on this year projects.

**2017 Sludge Hauling:** Approximately 800,000 gallons of sludge was hauled from the treatment plant to local farmers for fertilizer. This spring has been a challenge because of all the rain, which has caused the fields to be unable to dry which resulted in our contractor being unable to access the fields. In addition, the farmers were also in a hurry to get their crops planted, however we were able to get the sludge hauled and injected on schedule.

**Chemical Discharge Analysis:** We have been working with our engineering consultants on a request from an industry to utilize a chemical in their operations that would have the potential to eliminate our entire treatment process if not used properly. We have recommended that they look for another chemical that has fewer risks and is more environmentally safe.

**DNR Request:** The Wisconsin Department of Natural Resources (DNR) contacted me for additional testing prior to the reissuance of our permit. The additional testing could potentially limit future testing for certain parameters.

**Employee Accident:** We had an unfortunate accident where an employee was struck by a vehicle while working in the road. Although the driver left the scene of the accident, the police later found the individual and issued a traffic citation. The employee was driven to the hospital as a precaution, and was subsequently cleared by medical staff.

Following the accident, we have been working with our Safety Coordinator and the Department of Human Resources and Risk Management to ensure all necessary safety precautions are taken while employees are working in the roadway.

**Miscellaneous Plant projects:** The valves have been received for replacement on our RAS operations. Painting of pumps and pipes continues throughout the plant.

**Plant Tour:** Robert Kardasz and I gave a tour of the wastewater treatment facility to about forty students in the Environmental Science class at Stoughton High School. The students were juniors and seniors, and had great questions about the treatment process.

**Sanitary Sewer Municipal Code Changes:** We continue to work with our engineering consultants on new code ordinances for our grease trap program, and other changes to conform to the CMOM requirements.

**Sewer System Maintenance:** Staff has been flushing the sanitary sewer collection system, which will continue throughout the summer and into autumn.

**Training:** John Glick attended management classes provided by our insurance provider, and Phil Zweep took his DNR exams, with one exam remaining to become a certified operator. I attended a Clean Lakes Breakfast and a MEG meeting in Plover.

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## **Energy Services Section of the Planning Division**

Cory Neeley

Stoughton Utilities and WPPI Energy Services Representative (ESR)

- As the school year comes to its end, so does the Tunable Lighting project. We have conducted video interviews with teachers at both schools, and we will be finishing up with B-roll shoots of the building interiors and drone footage of the school grounds.
- We have finished the signage for the Next Generation Home that will be featured in the 2017 Parade of Homes in the Nordic Ridge neighborhood, and have submitted a press release to the Hub about this event. The signs include a car charging station, smart thermostat, LED lighting and other energy efficient features.
- I have been receiving numerous referrals to perform high bill investigations at homes that have had malfunctioning well pumps. It is typically an easy diagnosis, and the customers have been very appreciative of my investigation and Stoughton's customer service staff follow-up.
- We have participated in the first round of the Monthly Tariff Compliance Report. This new service is offered to WPPI Energy members that have Northstar Customer Information Systems. This service offers reports that keep Stoughton's billing staff aware of customers that may need to switch rate classes, and helps to uncover possible metering issues. There were a few things noted, the majority of which Stoughton's billing staff were already aware of, and on the whole, staff is doing a great job complying with the established rate tariffs
- The city participated in the 50-lamp trial offer through Focus on Energy's Schools and Government program. This program offers 50 LED plug and play lamps for \$100. We were able to get these for

the youth center, fire department, city hall, EMS, senior center, and the wastewater treatment administrative building. These lamps have been received, and installation has begun.

- The school district also participated in the same 50-lamp trial offer, and is now looking to purchase more of the same bulbs. The school district has also begun working on their lighting and pool project. This should be complete prior to June 30.
- We continue to have discussions with Stoughton Trailers regarding a potential new building. They have not yet released any information about which city they are going to select as the location for their new main administrative building.

*ESR was at Stoughton Utilities on May 2<sup>nd</sup>, 4<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 23<sup>rd</sup>, and 25<sup>th</sup>.*

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## **Safety Services Section of the Planning Division**

Andrew Paulson

Stoughton Utilities and Municipal Electric Utilities of Wisconsin Regional Safety Coordinator

### **ACCOMPLISHMENTS**

#### **1. Training**

- a. Weekly safety manual review

#### **2. Audits / Inspections**

- a. Field inspection – Linemen – Installing poles
- b. Field inspection – Linemen – New subdivision work
- c. Field inspection – Water – Work in well house
- d. Utility walkthrough – General inspection
- e. WWTP walkthrough – General inspection
- f. BBP kit
- g. Biohazard bags
- h. First Aid/BBP kits in trucks
- i. SPCC kit

#### **3. Compliance / Risk Management**

- a. Exposure control written program – Annual review
- b. Reviewed SPCC written program – Annual review
- c. Hazardous energy control procedures
- d. Updated training programs
- e. SharePoint

### **GOALS AND OBJECTIVES**

#### **1. Training**

- a. Weekly safety manual review
- b. Fork truck - Makeup
- c. Bloodborne pathogens (office)
- d. Emergency action plan (office)

#### **2. Audits / Inspections**

- a. Field inspections
- b. Utility walkthrough
- c. WWTP walkthrough
- d. Wells
- e. Water towers
- f. Fork truck inspections

**3. Compliance / Risk Management**

- a. Fork truck written program
- b. Update DNR credits
- c. Ladder inspections
- d. Sling inspections
- e. Update SDS's
- f. Keep uploading data into SharePoint

*RSC was at Stoughton Utilities on May 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, and 23<sup>rd</sup>.*

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Please visit us on our website at [www.stoughtonutilities.com](http://www.stoughtonutilities.com) to view current events, follow project schedules, view Utilities Committee meeting notices, packets and minutes, review our energy conservation programs, or to learn more about your Stoughton Utilities electric, water, and wastewater services. You can also view your current and past billing statements, update your payment and billing preferences, enroll in optional account programs, and make an online payment using *My Account* online.



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017  
**To:** Stoughton Utilities Committee  
**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director  
**Subject:** Stoughton Utilities Committee Annual Calendar

The following calendar is provided for information and discussion.

June 19, 2017	Regular Meeting - Approve and recommend the Wastewater Compliance Maintenance Annual Report (CMAR) and Resolution to the Common Council - Tour Well No. 5
June 27, 2017	Common Council Meeting - Approve the CMAR – 2-16 Audit and Management Letter presentation
June 28-30, 2017	Municipal Electric Utilities of Wisconsin (MEUW) Annual Conference in Madison
July 17, 2017	Regular Meeting - Approve the Stoughton Utilities RoundUp Donation - Tour Stoughton Utilities Building
August 14, 2017	Regular Meeting - Approve Declaration(s) of Official Intent - Tour the Wastewater Treatment Facility
August 17, 2017	Wisconsin Rural Water Exposition in Plover
September 13-15, 2017	Wisconsin Waterworks Association (AWWA) Annual Conference in Wisconsin Dells
September 13-15, 2017	WPPI Energy (WPPI) Annual Conference in Madison
September 18, 2017	Regular Meeting - Approve the Stoughton Utilities 2018 Budget including the maintenance of market rates, and Stoughton Utilities Five Year (2018-2022) Capital Projects Program and recommend it to the Stoughton Common Council

September 28, 2017	Stoughton Utilities Public Power Celebration
October 5, 2017	Common Council Budget Workshop
October 10-13, 2017	Wisconsin Wastewater Operators Association Annual Conference in Wisconsin Dells
October 16, 2017	Regular Meeting - Tour West Electric Substation
October 26, 2017	Stoughton Utilities 2018 Budget and CIP presentation
November 9, 2017	WPPI Energy Orientation in Sun Prairie
November 14, 2017	Common Council action on the Stoughton Utilities 2018 Budget and CIP
November 20, 2017	Regular Meeting
December 18, 2017	Regular Meeting
January 16, 2018	Regular Meeting - Stoughton Utilities RoundUp Donation and Declarations of Official Intent
January 17-19, 2018	Municipal Electric Utilities of Wisconsin (MEUW) Superintendents Conference in Wisconsin Dells
February 20, 2018	Regular Meeting - Bad debt write off discussion, approval, and recommendation to the Common Council - Goals discussion
February 26 - 28, 2018	American Public Power Association (APPA) Legislative Rally in Washington, D.C.
February 27, 2018	Common Council Meeting - Approve bad debt write offs
March 19, 2018	Regular Meeting - discussion - Review Drinking Water Consumer Confidence Report (CCR)
March 28-30, 2018	Wisconsin Rural Water Association (WRWA) Annual Conference in La Crosse
April 4-7, 2018	American Public Power Association (APPA) Engineering and Operations Conference in Austin, Texas
April 16, 2018	Regular Meeting - Stoughton Utilities 2017 Annual Audit and Management Letter presentation, discussion, approval and recommendation to the Common Council - Stoughton Utilities Tax Stabilization Dividends discussion, approval, and recommendation to the Common Council
April 24, 2018	Common Council Meeting - Approve 2017 Annual Audit and Management Letter - Accept the Tax Stabilization Dividends



May 1, 2018	WPPI Energy Regional Power Dinner Meeting in Evansville
May 6-12, 2018	Drinking Water Week
May 14, 2018	Regular Meeting - First Regular Meeting after the Common Council Reorganization Meeting - Elect Committee Chair and Vice Chair - Elect Committee Liaison and Alternate Liaison - Establish Meeting Time and Monthly Meeting Date – Goals discussion
June 7, 2018	WPPI Energy orientation in Sun Prairie



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017  
**To:** Stoughton Utilities Committee  
**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director  
**Subject:** Stoughton Utilities Communications

May 11, 2017 WPPI Energy memorandum “Things You Should Know” from President and CEO Michael W. Peters.

May 12, 2017 WPPI Energy first quarter financial highlights for Fiscal Year 2017.

May 16, 2017 2017 Update to the Stoughton Utilities chapter of the City of Stoughton Department Overview handbook.

May 31, 2017 Press release regarding Stoughton Utilities’ partnership with DK Design Build to present a “Next Generation Home” in the 2017 Madison Area Builder’s Association Parade of Homes, located in the Nordic Ridge subdivision.

June 9, 2017 WPPI Energy memorandum “Things You Should Know” from President and CEO Michael W. Peters.

June 10, 2017 Stoughton Utilities promotional and informational signage located in the DK Design Build’s home in the 2017 Parade of Homes.

Encl.

**Monthly Wrap-Up for April 2017**

Issued May 11, 2017

*Things You Should Know* is my monthly wrap-up for members of all things related to WPPI Energy. As always, I welcome your feedback. Hearing directly from you is critical to our ability to serve our members. If you have any questions, comments or concerns, please contact me at 608-834-4557 or [mpeters@wppienergy.org](mailto:mpeters@wppienergy.org).

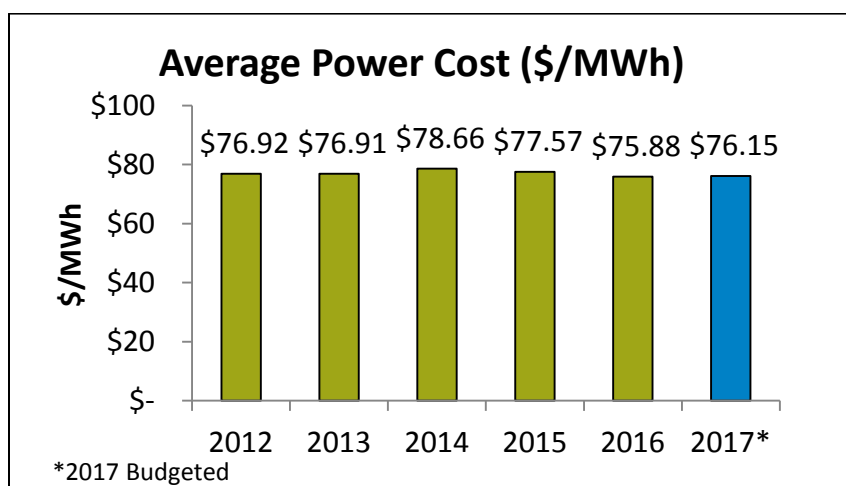
**Board of Directors Meeting May 18.** The next WPPI Energy Board of Directors meeting will take place at 1:00 p.m. on Thursday, May 18, at the WPPI Energy office. We will have lunch at noon prior to the meeting. To RSVP, please [register online](#) or contact Vicki Hewitt at 608-834-4573 or [vhewitt@wppienergy.org](mailto:vhewitt@wppienergy.org).

**Governing Body Visits.** In the coming months, WPPI Energy senior staff members will visit utility commissions, committees and other governing bodies in member communities to share a 20-minute presentation entitled, “Doing More Together: Preparing for the Future through Joint Action.” The presentation will cover assumptions about the 2017-2021 business plan, key priorities for the next couple years, options for members to consider implementing or planning for in the short-term, and ways WPPI Energy, through joint action, can support member efforts. Please note that a member of the WPPI Energy senior staff will be contacting your utility to set up a visit, which will take place between May and September.

**2016 Small Business Gap and Priority Benchmark Survey.** The WPPI Energy membership received a third place rating in the 2016 Small Business Gap & Priority Benchmark, a national survey that measures customer expectations versus what utilities deliver. The study results showed that, compared to other utility peers, WPPI Energy utilities serve business customers well. The survey also identified a few areas with potential for growth, which include improving outage communications, keeping costs low and communicating online versus by mail. As the industry and society as a whole continue to change, focusing on these things will help WPPI Energy member utilities continue the high standard of service for which they are known. WPPI Energy will participate in two additional benchmarking studies this summer - one which assesses large business/managed accounts, and one which assesses our Distributed Energy Resource Strategy.

**Rating Agency Presentations.** May 1-3, several of us participated in our annual update presentations to Fitch Ratings, Standard & Poor’s and Moody’s, the three rating agencies that rate WPPI Energy’s bonds. The presentations included a financial update, power supply update, rate comparisons and updates on recent projects and industry topics. Besides myself, the other representatives attending were Jeff Feldt, WPPI Energy Board Chair and General Manager of Kaukauna Utilities, and WPPI Energy employees Marty Dreischmeier (Chief Financial Officer), Valy Goepfrich (Vice President of Power Supply) and Melinda Doll (Financial Analyst). A few of the highlights from our presentation included the following:

- An overview of our recent agreement with NextEra Energy to buy all the output from the Point Beach Solar project, starting in 2021. The 100 MW project adds to our power supply diversity while reducing our overall cost to members. The project also means that WPPI and its members are set to meet the Wisconsin and Michigan renewable portfolio standards through 2034.
- We shared what WPPI Energy is doing to address cyber security risks. This includes employee training and testing, state-of-the-art firewall technology and the staff to maintain and monitor it, cyber insurance, and participation in industry cyber security organizations. WPPI is also looking at what we can do to help our members address cyber security issues with a pilot program with one of our members that will install the same firewall hardware and software that we use and have our network engineers providing the management necessary to maintain it for the member. We will keep you posted on the outcome of the pilot.
- We reviewed WPPI's solid financial performance over the last several years that includes maintaining at least a 125% debt service coverage (129% in 2016), improved liquidity (152 days), declining debt profile starting in 2020 (if not sooner), member contracts extended to 2055, all the while maintaining flat average power cost to members, with the 2017 budgeted cost lower than our 2012 actual cost.



The meetings proved to be a productive and worthwhile opportunity to educate the rating agencies about our financial strength and to highlight some of WPPI Energy's key strategic objectives. If you are interested in more details regarding our presentation to the three rating agencies, see the information below about an upcoming webinar on the subject.

**Educational Webinar: Rating Agency Visits.** WPPI Energy Chief Financial Officer Marty Dreischmeier will host a webinar at 1:00 p.m. CDT on May 25. He will give an overview of the process for the rating agency visits, explain why these visits are important to WPPI Energy and its members and discuss some of the information that WPPI Energy representatives presented to the rating agencies. Prior registration is not required to attend the webinar, though we encourage participants to review the technical requirements prior to connecting by visiting [myWPPI](#) and navigating to "Utility Services," "Member Relations" and "Educational Webinars."

**Staff Updates.** In April, we welcomed one new employee to the WPPI Energy team:

- Apr. 3 - Carolyn Langton started as Application Developer

I am always open to suggestions and feedback from WPPI Energy members. If you have any questions, comments or concerns about WPPI Energy or the updates I have provided here, please don't hesitate to contact me at 608-834-4557 or [mpeters@wppienergy.org](mailto:mpeters@wppienergy.org).

# FISCAL YEAR 2017

## FIRST QUARTER HIGHLIGHTS



May 12, 2017

### Financial Highlights

In the first quarter 2017, change in net position was a loss of \$4,752,635 compared to a gain of \$4,631,750 in the first quarter 2016. The change was primarily the result of WPPI implementing seasonal wholesale rates, effective January 1, 2017, that have higher demand charges during the summer months compared to the rest of the year.

The seasonal rates were designed to recover additional revenue from members during the summer period when additional capacity costs are imposed on the system. While WPPI Energy's peaking capacity needs are driven by the system's summer peak demand, the costs associated with that capacity is generally paid throughout the year. Therefore, the seasonal rates create a mismatch between booked expenses and revenues on a monthly basis. WPPI had a planned loss for the first quarter, and will see increased revenues and change in net position during the summer months under the new rate design. The adoption of the seasonal rate design is not expected to have a material impact on year-end financial results compared to the prior year.

Energy sales to members totaled 1,231,681 megawatt-hours (MWh) in the first quarter of 2017. This is 20,693 MWh or 1.7% less than the same period a year ago. Total operating revenues for the first quarter were \$111,591,657 or 2.0% higher than the same period a year ago. Total operating expenses for the first quarter were \$111,640,499 or 7.2% higher than the same period a year ago. The rise in operating revenues is primarily from increased off-system sales revenues. The increase in operating expenses is driven by higher purchased power and fuel expenses.

### Power Supply Update

WPPI Energy's 20% share of Boswell Unit 4 generated 209,951 megawatt-hours (MWh) of electricity at an average capacity factor of 83.1% during the first quarter. This compares to a generation of 223,148 MWh and an average capacity factor of 87.3% in the first quarter of 2016. Boswell Unit 4 was offline for 37 hours during the quarter for repair of a boiler tube leak. WPPI Energy's 8.33% share of the Elm Road Generating Station units generated 207,394 MWh at an average capacity factor of 90.9%. In the same quarter one year ago, the units generated 166,074 MWh at an average capacity factor of 73.3%.

### News Highlights

In January, WPPI Energy entered into a 20-year solar energy purchase agreement with NextEra Energy Resources. Under the agreement, NextEra will construct a 100-megawatt solar energy center adjacent to the Point Beach Nuclear Plant near Two Rivers, Wis. Starting in 2021, WPPI Energy will purchase all of the facility's output, which will add diversity to its power supply portfolio and be more cost-effective than other opportunities currently available. In addition, the agreement with NextEra will help WPPI Energy continue to reduce emissions.

### Company Profile

WPPI Energy is a regional power company serving 51 customer-owned electric utilities. Through WPPI Energy, these public power utilities share resources and own generation facilities to provide reliable, affordable electricity to more than 200,000 homes and businesses in Wisconsin, Upper Michigan and Iowa.

# FINANCIAL STATEMENTS

## Statements of Net Position (Unaudited)

March 31,	2017	2016 <sup>1</sup>
<b>Assets</b>		
Current assets	\$ 163,743,087	\$ 157,599,740
Non-current assets	235,665,473	247,135,873
Electric plant, equipment, and land, net	395,175,616	400,898,378
Construction work in progress	4,904,883	3,871,639
Total assets	799,489,059	809,505,630
<b>Deferred Outflows of Resources</b>		
	21,879,797	18,785,935
<b>Liabilities</b>		
Current liabilities	67,739,453	56,404,906
Non-current liabilities	7,726,575	5,386,246
Long-term debt, net	433,296,858	456,561,043
Total liabilities	508,762,886	518,352,195
<b>Deferred Inflows of Resources</b>		
	59,060,533	62,406,952
<b>Net Position</b>		
	253,545,437	247,532,418

## Statements of Revenue, Expenses, and Changes in Net Position (Unaudited)

Quarter Ended March 31,	2017	2016 <sup>1</sup>
<b>Operating Revenues</b>		
	\$ 111,591,657	\$ 109,450,206
<b>Operating Expenses</b>		
Purchased power	88,899,225	83,481,393
Fuel expense	9,094,334	7,760,382
Operation and maintenance	2,762,372	2,632,579
Customer service and administrative and general	4,976,923	4,578,727
Depreciation and amortization	4,142,585	4,008,680
Taxes	1,765,060	1,728,410
Total operating expenses	111,640,499	104,190,171
<b>Operating Income<sup>2</sup></b>		
	(48,842)	5,260,035
<b>Non-Operating Revenues (Expenses)</b>		
Investment income	3,072,911	3,234,996
Interest expense	(5,091,757)	(5,456,391)
Other	(2,684,947)	1,593,110
Total non-operating revenues (expenses), net	(4,703,793)	(628,285)
<b>Change in Net Position<sup>2</sup></b>		
	\$ (4,752,635)	\$ 4,631,750

<sup>1</sup> Some 2016 amounts were reclassified to conform to the 2017 presentation.

<sup>2</sup> Refer to the Financial Highlights section for more detail.

### WPPI Energy is the power supplier for the following locally owned utilities:

WISCONSIN	Evansville	Menasha	Plymouth	Two Rivers	MICHIGAN	IOWA
Algoma	Florence	Mount Horeb	Prairie du Sac	Waterloo	Alger Delta CEA	Independence
Black River Falls	Hartford	Muscoda	Reedsburg	Waunakee	Baraga	Maquoketa
Boscobel	Hustisford	New Glarus	Richland Center	Waupun	Crystal Falls	Preston
Brodhead	Jefferson	New Holstein	River Falls	Westby	Gladstone	
Cedarburg	Juneau	New London	Slinger	Whitehall	L'Anse	
Columbus	Kaukauna	New Richmond	Stoughton		Negaunee	
Cuba City	Lake Mills	Oconomowoc	Sturgeon Bay		Norway	
Eagle River	Lodi	Oconto Falls	Sun Prairie			



# STOUGHTON UTILITIES

## **Organization Contacts:**

Address: 600 South Fourth Street  
P.O. Box 383

Email: [CustomerService@stoughtonutilities.com](mailto:CustomerService@stoughtonutilities.com)

Fax: 873-4878

Phone: 873-3379  
873-9322 (24-Hour Emergency)

Website: [www.stoughtonutilities.com](http://www.stoughtonutilities.com)

## **Key Contacts:**

### **Utilities Director**

Robert P. Kardasz, P.E.

[RKardasz@stoughtonutilities.com](mailto:RKardasz@stoughtonutilities.com)  
877-7423

### **Assistant Director**

Brian R. Hoops

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877-7412

### **Operations Superintendent**

Sean O Grady

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877-7416

### **Finance Manager**

Jamin T. Friedl

[JFriedl@stoughtonutilities.com](mailto:JFriedl@stoughtonutilities.com)  
877-7415

### **Wastewater System Supervisor**

Brian G. Erickson

[BErickson@stoughtonutilities.com](mailto:BErickson@stoughtonutilities.com)  
877-7421

## **About Us:**

Stoughton Utilities (SU) is a locally-owned, not-for-profit municipal utility that provides electric service to approximately 6,200 customers within the City of Stoughton and 2,400 customers in parts or all of five rural townships in Dane and Rock Counties, and water and wastewater service to 4,900 customers within the City of Stoughton. SU's service territory covers approximately 24 square miles.

The Stoughton Water Utility was founded in 1886. It was followed by the establishment of the Stoughton Electric Utility in 1891, and the Stoughton Wastewater Utility followed soon thereafter. Combined, the three utilities make up Stoughton Utilities. Operations are directed from the Utilities Administration Building located at 600 S. Fourth Street. SU's total combined capital assets are valued at \$48,054,977.

Stoughton Utilities is operated under the direction of the seven-member Utilities Committee and the Stoughton Common Council. The Utilities Committee consists of the Mayor, three alderpersons, and three citizen members appointed by the Mayor.

Stoughton Utilities' operations are regulated by numerous State and Federal oversight and regulatory agencies. The Wisconsin Public Service Commission (WPSC) has regulatory oversight of most electric and water utility operations, including construction, accounting and reporting practices, rate design and implementation, billing and collections, customer service and consumer affairs, and more. The Wisconsin Department of Natural Resources (WDNR) and the US Environmental Protection Agency oversees many aspects of the operations of the water and wastewater utilities. The electric utility is further regulated by the Federal Energy Regulatory Commission, and the Federal Trade Commission regulates some billing and collections policies.



## **Equipment:**

Stoughton Utilities' field equipment include nine service trucks, two passenger vehicles, two digger-derrick trucks, three elevated bucket trucks, two dump trucks, one sanitary sewer jet-vac cleaning truck, and one sanitary sewer video televising truck. Other equipment includes one mobile tree chipper, one pole trailer, one stringing trailer with brake system, two wire reel trailers, one backhoe, one asphalt roller, one forklift, one equipment trailer with excavation shield, one power valve turner, two mobile emergency generators, and six fixed emergency generators.

## **Operations:**

Electric service is provided to customers via three substations and 342 miles of overhead and underground electric lines. Water service is provided via four production wells, two elevated storage tanks, one ground storage reservoir, one booster station, and 72 miles of water main. Wastewater collection and treatment service is provided via 54 miles of sanitary sewer mains, five lift stations, one treatment facility, and two inverted siphon stations. All operations, including remote locations, are monitored and controlled by two supervisory control and data acquisition (SCADA) systems.

Each month Stoughton Utilities staff reads approximately 8,700 electric and 5,000 water meters using our drive-by automated meter reading (AMR) system, generates approximately \$1.6 million in monthly customer billings, and processes approximately 8,800 customer payments.

Staff also provides customer service, low income financial assistance, customer collections, conservation education and programming, accounts payable and receivable, construction and other invoicing, employee payroll, and state and federal reporting services.

In addition, staff provides information technology and systems maintenance and support, custom software programming, a public website and customer *MyAccount* portal, materials and equipment acquisition, equipment and building maintenance scheduling, and more. All construction operations include project design and engineering, customer construction and development estimates, are accounted for with the completion of work order billings, material retirements, continuing property records maintenance and reporting, systems data acquisition and reporting, and offline and online GIS mapping services.

## **Revenues:**

Stoughton Utilities operates under the enterprise fund financial system, which establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Under enterprise accounting, the revenues and expenditures of services are separated into individual funds with their own financial statements, rather than commingled with the revenues and expenses of all other government activities.

Stoughton Utilities realizes annual electric revenues of \$15.1 million from the sale of 141 million kilowatt-hours of electricity, wastewater revenues of \$2.0 million from the conveyance and treatment of 362 million gallons of wastewater, and \$2.0 million from the production, treatment and sale of 530 million gallons of water annually.

Stoughton Utilities contributes an annual Payment in Lieu of Taxes to the City of Stoughton in the amount of \$765,000, making it the city's largest taxpayer. Additionally, SU makes an annual tax-stabilization dividend payment to the city in the amount of \$16,000, as well as over \$161,000 in other fees and payments. In 2017, a SU paid a total of \$942,589 to the City of Stoughton.

## **Regional Partnerships:**

Stoughton Utilities is one of 51 municipal utilities located in Wisconsin, Iowa and Upper Michigan that are members and joint owners of WPPI Energy, a regional Joint Action Agency. WPPI Energy maintains a power supply portfolio consisting of ownership in coal and natural gas power plants, and contracts for coal, hydro, landfill bio-gas, natural gas, nuclear, solar, and wind power producing facilities. This power producing mix has allowed WPPI Energy to meet all State and Federal renewable energy and other regulatory standards.

Stoughton Utilities is one of 82 locally-owned, not-for-profit members of Municipal Electric Utilities of Wisconsin (MEUW). MEUW is the state association representing the interests of Wisconsin's locally-controlled municipal electric utilities. The association has been providing service, advocacy and safety initiatives to municipal electric

utilities in Wisconsin since 1928. Collectively, these public power utilities distribute over 11 percent of the electricity in Wisconsin.

Stoughton Utilities is also a member of American Public Power Association, American Water Works Association, Stoughton Chamber of Commerce, Wastewater Municipal Environmental Group, Wisconsin Rural Water Association, Wisconsin Wastewater Operators Association, and the Yahara Watershed Improvement Network.

### **Goals:**

The Utilities Committee has established the following goals for Stoughton Utilities and addresses them semi-annually. All goals are considered both short term and long term, are achievable, and evolve on a regular basis as costs, conditions, and state and federal laws and regulations change.

- Provide safe and reliable electric, water, and wastewater service, in compliance with all applicable regulations.
- Influence state and federal rule making that benefit our customers.
- Ensure that all customers are categorized for the optimum rate available to them.
- Provide our customers with accurate, timely billing statements.
- Offer billing presentation and payment opportunities that meet and exceed our customer's expectations, and remain competitive with those offered by our larger competitors.
- Maintain a business culture of environmental stewardship.
- Develop customer programs and rate options that promote conservation.
- Seek new, and maintain existing joint action partnerships that benefit our customers.
- Provide community education, and remain a utility informational clearinghouse for our customers.
- Provide a customer service staff that is open, understanding, and accessible to our customers.
- Operate a highly professional utility with appreciation for our history and vision for our future.
- Create career pathways and educational opportunities for our staff, maintain a safe work environment at all times, and ensure that they are compensated appropriately and receive competitive benefit packages.
- Utilize evolving methods, technologies, and independent studies that create new opportunities to improve the service to our customers.
- Promote smart and sustainable development to encourage new customers and utility revenue growth.
- Give back to the community, and be an active participant in community events and affairs.
- Position Stoughton Utilities to remain financially stable in both short and long-term forecasts.

### **Personnel:**

Stoughton Utilities is led by the Utilities Director, who oversees twenty-five employees in five divisions. SU's power supplier, WPPI Energy, provides an Energy Services Representative who works part-time at SU. SU has also partnered with the Municipal Electric Utilities of Wisconsin (MEUW) to have a Regional Safety Coordinator working part-time at SU.

#### **Administration:**

Utilities Director  
Assistant Utilities Director  
Finance Manager  
Operations Superintendent

**Technical Operations Division:**

Billing and Metering Specialist  
Collections Technician  
Customer Service Technicians  
GIS Analyst  
Utilities Accountant II

**Utilities Planning Division:**

Energy Services Representative – WPPI Energy  
Engineering Technician  
Operations Specialist  
Regional Safety Coordinator – MEUW

**Electric System Division**

Lead Meter Technician / Journeyman Lineman  
Lead Journeyman Lineman  
Apprentice Journeyman Linemen – Four  
Journeyman Linemen – Two

**Wastewater System Division**

Wastewater System Supervisor  
Advanced Certified Wastewater Operator / Laboratory Technician  
Basic Certified Wastewater Operator – Two

**Water System Division**

Lead Certified Water Operator  
Certified Water Operator – Two

Last Revised: May 2017



600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

# News Release

## Stoughton Utilities

FOR IMMEDIATE RELEASE

May 31, 2017

Contact: Robert Kardasz, Utilities Director

### **Stoughton Utilities' Next Generation Home to Debut in 2017 Parade of Homes**

Stoughton Utilities is partnering with DK Design Build to present the Next Generation Home, a cutting-edge residence for the modern family. The home, which will have its public debut in the 2017 Parade of Homes, is filled with technology that provides comfort and convenience, while also efficiently using resources such as electricity and water.

“The Next Generation Home was developed to enhance the way we live our lives today and in the future. From energy efficient lighting to thermostats that can be programmed on the go from a smartphone, the tech in this home is meant to help the informed consumer take steps to help the environment and save money without sacrificing comfort or convenience,” said Stoughton Utilities Director Robert Kardasz.

Some of the home's features include:

- A built-in electric car charging station
- A high efficiency furnace that is hybrid heating system compatible
- Smart thermostats
- ENERGY STAR® appliances
- Low-flow, dual-flush toilets
- LED lighting

The Next Generation Home is located in the Nordic Ridge neighborhood on the southwest side of Stoughton, and will be featured alongside other homes during the 2017 Madison Area Builders Association Parade of Homes, June 10-25. For more information, visit [NordicRidgeHomes.com](http://NordicRidgeHomes.com).

Tickets for the 2017 Parade of Homes go on sale June 1 at [MadisonParadeOfHomes.com](http://MadisonParadeOfHomes.com). General admission is \$15 per person, with special pricing for children and seniors.

###

Founded in 1886, Stoughton Utilities serves electric customers in Stoughton and the surrounding area, and wastewater and water customers in Stoughton.

# things you should KNOW

Michael W. Peters, President/CEO

## Monthly Wrap-Up for May 2017

Issued June 8, 2017

*Things You Should Know* is my monthly wrap-up for members of all things related to WPPI Energy. As always, I welcome your feedback. Hearing directly from you is critical to our ability to serve our members. If you have any questions, comments or concerns, please contact me at 608-834-4557 or [mpeters@wppienergy.org](mailto:mpeters@wppienergy.org).

**2017 Large Business Customer Benchmark Study.** We know that your locally owned, not-for-profit utility is dedicated to providing value to those you serve, and that you see customer satisfaction as a key measure of your success. WPPI Energy regularly conducts market research to help member utilities determine which customer services to prioritize and which communication strategies will most effectively support utility-customer relationships. Business customers, because of their importance to the community and the local economy in terms of utility revenues, tax contributions and jobs, are a particular area of focus for this research.

We can most effectively gather customer feedback by collaborating with joint market research organizations, such as E Source. Last month, I shared with you some findings from our recent study of small business customers implemented by E Source. We are now preparing a similar study for WPPI Energy members' largest customers. These 200 "key accounts" include school districts and those who provide more than \$250,000 per year in local electric revenues.

For this study, E Source will deliver:

- **Benchmark rank** – How the WPPI Energy membership compares to E Source's other utility participants. The study will not rank individual member utilities.
- **Key performance indicators** for customer satisfaction with and perceived value from the utility and its energy services representative (ESR).
- **An industry benchmark report** detailing trends and best practices across the industry.
- **An individualized report** identifying gaps and making recommendations for how the WPPI Energy membership can best meet large customer expectations.
- **Local response summaries** – Your ESR will receive a summary of key account responses and suggestions for how to best align utility resources to meet these customers' expectations. Customers have the option to remain anonymous, but we will receive generic response data from all survey participants.

We plan to conduct the 15-minute, web-based survey this July and August. Customer participation will be invited via an email signed by a utility representative—likely the manager or superintendent. Expect more information before this market research effort begins, including the opportunity to review the email invitation. In the meantime, if you have questions, please contact WPPI Energy Manager of Marketing Programs Steve Lightbourn at (608) 834-4519 or [slightbourn@wppienergy.org](mailto:slightbourn@wppienergy.org).

**Governing Body Visits.** WPPI Energy senior staff members are currently arranging and making visits to member utility commissions, committees and other governing bodies in order to share a 20-minute presentation entitled, “Doing More Together: Preparing for the Future through Joint Action.” The presentation will cover assumptions about the 2017-2021 business plan, key priorities for the next couple years, options for members to consider implementing or planning for in the short-term, and ways WPPI Energy, through joint action, can support member efforts. A member of the WPPI Energy senior staff will be contacting your utility to set up a visit to take place between now and September.

**WPPI Energy Orientation On-the-Go.** Each year, WPPI hosts two orientations at our office and operations facility in Sun Prairie for new (and even tenured) member utility staff and leaders. Recognizing that it may not always be possible for people to attend on these dates or at this location, we also periodically “take our show on the road” with a program to complement these efforts: the Orientation On-the-Go.

This offering is a way for WPPI Energy to bring information about our joint-action agency directly to your community. The format allows for optimized participation and gives you the opportunity to specify the program topics and overall length. Once you have customized your program, we will match two or three speakers who will come to your location.

We are holding an Orientation On-the-Go as a regional event on Tuesday, July 11, from 10 a.m. – 1 p.m. in Florence, Wis. We did this a couple of summers ago and had a full room of folks that may have otherwise not had the opportunity to attend an orientation event. To attend this regional Orientation On-the-Go in Florence, RSVP by Wednesday, July 5. Contact Kayla Pierce at [kpierce@wppienergy.org](mailto:kpierce@wppienergy.org) or 608-834-4537. I also encourage you to consider hosting a similar event in your community.

**Executive Committee Member Meetings.** As they do each summer, members of the WPPI Energy Executive Committee (EC) are in the process of setting up members-only, small-group meetings to take place between now and August. These meetings provide an opportunity for all members to connect directly and share candid insights and feedback with their elected EC officials.

**Cybersecurity Workshop on August 16.** Together with the Municipal Electric Utilities of Wisconsin (MEUW), we are offering a Cybersecurity Workshop on Wednesday, August 16 at WPPI Energy’s office and operations facility in Sun Prairie. Part informational session, part hands-on tabletop exercise, this program will be led by a consultant under contract by the American Public Power Association using funding from the U.S. Department of Energy. I sat through the exercises this past January and believe they can provide valuable information for interested technical and non-technical member utility staff and officials. We will host both a morning and an afternoon session on this date. MEUW is taking the lead to coordinate the event and will communicate more details in the coming month.

**Municipal Utility Territory Seminar.** We are also in the early stages of developing with MEUW a Municipal Utility Territory Seminar. Protecting existing and future potential for growth by addressing electric service territory and customer “right-to-serve” issues is important to the long-term success of every utility. We know that at least one-third of our WPPI Energy members currently have some territory-related activity underway with their neighboring investor-owned utilities and/or coops. This seminar’s purpose will be to educate municipal utility leaders on all the issues related to “right-to-serve” situations. Our previous seminar on this topic, held in 2012, was highly attended. We will provide more information as our plans with MEUW progress.

**See You at the Annual Meeting on September 14.** This year’s annual meeting will take place at the Glacier Canyon Conference Center, part of the Wilderness Resort in Wisconsin Dells, Wis. We are still finalizing the daylong program for Thursday, Sept. 14, and expect to have a few activities the day before. As in years past,

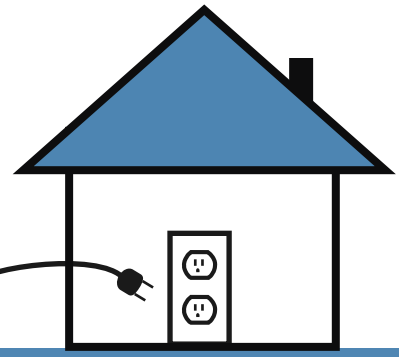
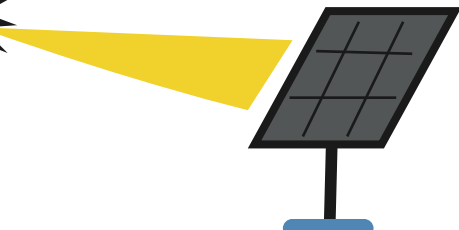
the board of directors will meet on Friday morning. Invitations will be sent in late July to member utility managers, elected/appointed officials and those involved with our advisory groups.

**Staff Updates.** In May, we welcomed two new WPPI Energy employees:

- Kevin Conner started on May 8 as a Billing Analyst
- Garrett Spoke started on May 22 as a Desktop Support Intern

I am always open to suggestions and feedback from WPPI Energy members. If you have any questions, comments or concerns about WPPI Energy or the updates I have provided here, please don't hesitate to contact me at 608-834-4557 or [mpeters@wppienergy.org](mailto:mpeters@wppienergy.org).



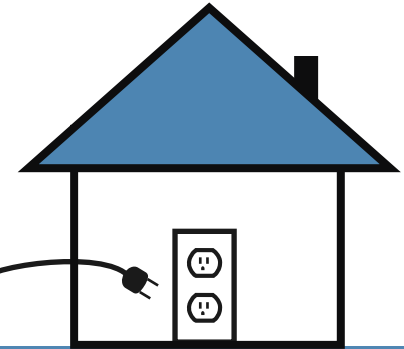
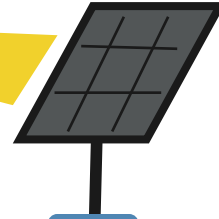


# Next Generation Home

## *Low-Flow Dual-Flush Toilets*

The toilets in this home are low-flow dual-flush toilets that help to minimize water usage. The user has the choice to use the half flush for disposal of liquid waste or the full flush for disposal of solid waste. The toilet will use 1.1 gallons per flush for liquid waste and 1.6 gallons per flush for solid waste. Conserving water benefits the environment and helps reduce your ecological footprint.

StoughtonUtilities.com 608-873-3379

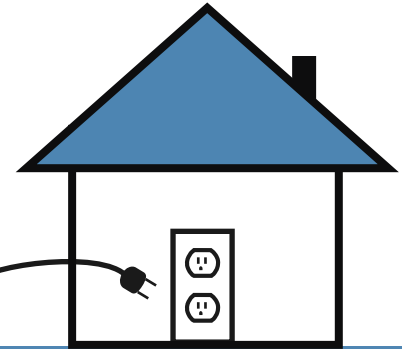
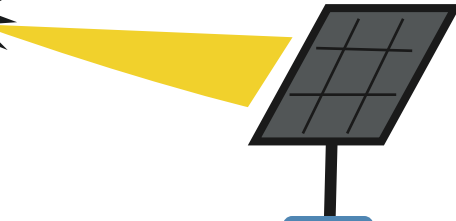


# Next Generation Home

## *High Efficiency Furnace*

The furnace in this home has a 96.7% AFUE rating. This means that only 3.3% of the fuel used to heat your home is wasted. This furnace is also hybrid heating system compatible, so you can use an electric heat pump to warm your home on milder days and your gas furnace will be used to heat the home on colder days. This HVAC system also comes with a high efficiency air filter with a MERV 13 rating to help catch most indoor air pollutants.

[StoughtonUtilities.com](http://StoughtonUtilities.com) 608-873-3379

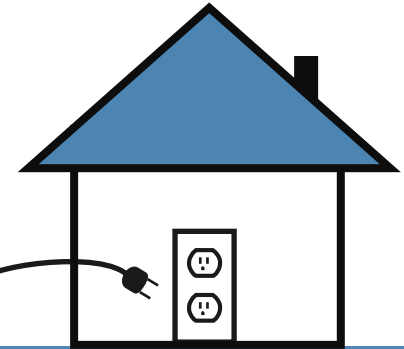
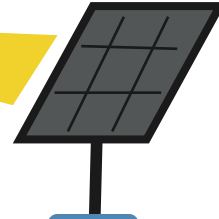


# Next Generation Home

## ENERGY STAR<sup>®</sup> Windows

ENERGY STAR<sup>®</sup> windows are designed to help protect you from the cold winter nights and shield you from the hot sun during the summer. These argon-filled Low E2 windows have a fiberglass frame, meaning they won't shrink or warp like vinyl windows, allowing them to maintain a better seal over time.

StoughtonUtilities.com 608-873-3379



# Next Generation Home

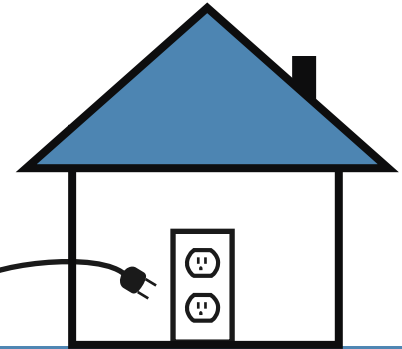
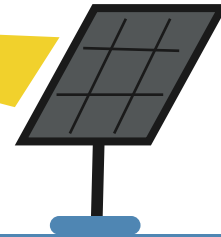
## ENERGY STAR<sup>®</sup> Appliances

Appliances can account for up to 20% of your home's energy use. This home is equipped with ENERGY STAR<sup>®</sup> appliances that use 10% to 50% less than standard appliances. Over the life of your appliances, these cost savings can really add up!

Stoughton Utilities offers a \$25 bill credit for the following appliances:

- Dehumidifiers
- Clothes dryers
- Clothes washers
- Air conditioners
- Dishwashers
- Refrigerators
- Freezers
- Air purifiers

StoughtonUtilities.com 608-873-3379

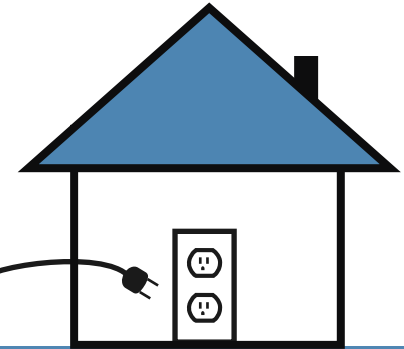
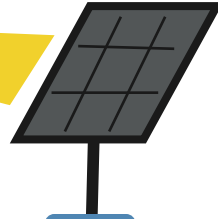


# Next Generation Home

## *Electric Car Charging*

Electric cars are coming soon to a garage near you. This home comes equipped with an electric car charger, meaning the lucky owner can skip the gas station on their way to work each day. Stoughton Utilities offers Time of Day pricing, which allows you to charge your car overnight at a lower rate than you would pay during on-peak hours. Call your utility office if you are interested in Time of Day pricing as a way to save money while charging your electric car.

[StoughtonUtilities.com](http://StoughtonUtilities.com) 608-873-3379

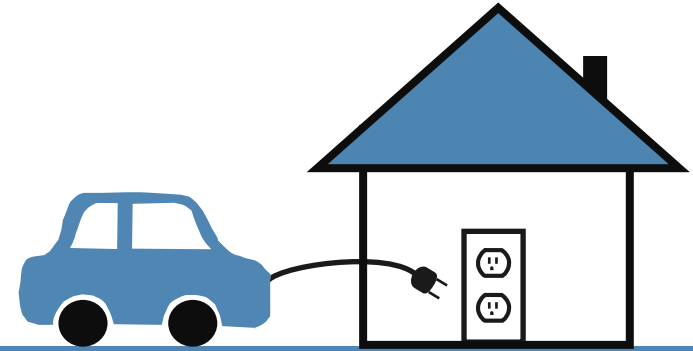
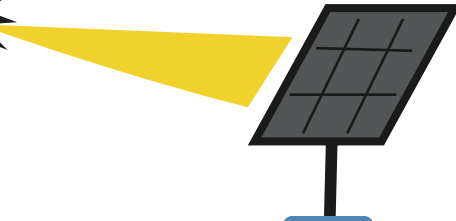


# Next Generation Home

## *Smart Thermostats*

Smart thermostats can save you up to 23% on your heating and cooling costs. Using your smartphone, you can control your home's temperature to reduce your energy usage while you are away. Some smart thermostats learn your routine and adjust the temperature automatically to save you energy. Stoughton Utilities offers a \$25 bill credit to customers who install qualifying smart thermostats and some customers may qualify for an additional \$75 incentive from Focus on Energy, Wisconsin's statewide energy efficiency and renewable resource program.

[StoughtonUtilities.com](http://StoughtonUtilities.com) 608-873-3379

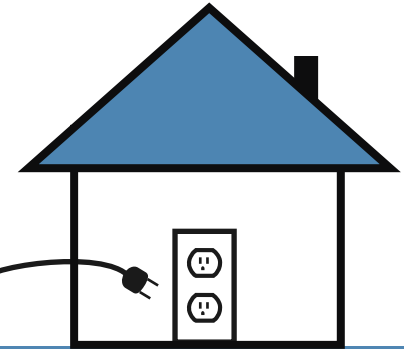
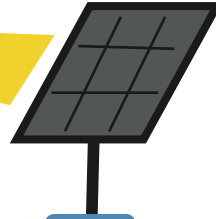


# Next Generation Home

## *LED Lighting*

LED lighting is the most efficient lighting available to consumers. LED is short for Light Emitting Diode. LED's use 70% to 90% less energy than traditional incandescent light bulbs. Be sure to look for ENERGY STAR<sup>®</sup> LED bulbs which meet strict quality and efficiency standards, and are tested by accredited labs and certified by a third party. ENERGY STAR<sup>®</sup> LED bulbs last at least 15 times longer than traditional bulbs, meaning you will spend less time changing lightbulbs, giving you more quality time and money for your family.

[StoughtonUtilities.com](http://StoughtonUtilities.com) 608-873-3379



# Next Generation Home

## *Spray Foam in the Box Sill*

The box sill has been spray foamed to R-25. One good reason to do this is to add a good layer of insulation where your foundation meets your home. Perhaps more importantly, this seals and removes locations where air, moisture and pests can enter your home. A properly sealed rim joist eliminates a major source of moisture and air leakage into the typical home.

StoughtonUtilities.com 608-873-3379





**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Status of the Utilities Committee recommendation(s) to the Stoughton Common Council

At the time of this memo, it is anticipated that the following items from prior Stoughton Utilities Committee Meeting(s) will be acted upon by the Stoughton Common Council at their June 13 meeting:

Consent Agenda:

- Stoughton Utilities Payments Due List Report
- Stoughton Utilities Committee April 17, 2017 Regular Meeting Minutes
- Stoughton Utilities March 2017 Financial Summary



600 South Fourth Street P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Jamin T. Friedl, CPA  
Stoughton Utilities Finance Manager

Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Proposed electric and water tax-stabilization dividends

This agenda item was presented at the May 15, 2017 meeting of the Utilities Committee, and was tabled at that time.

In September of 2003, the Stoughton Utilities Committee declared the first Stoughton Utilities electric and water tax-stabilization dividends to the Finance Committee and Stoughton Common Council, using the following criteria:

- The tax-stabilization dividend is intended to lessen property tax burdens and strengthen our community.
- The tax-stabilization dividend will be based upon 5% of the Stoughton Utilities prior year's net income for the electric and water utilities, adjusted for the prior-year dividend and contributed capital reported as non-operating income/expense, from the audited Stoughton Utilities financial statements.
- The dividend is estimated at the time the annual budget is approved by the Utilities Committee and recommended to the Common Council, and presented to the Utilities Committee and Common Council at the time of audit.
- The dividend can be suspended by the Utilities Committee and Common Council if the budget shows a requirement for the cash flow for debt liquidation and/or capital outlays, or an acceleration of electric and water rate increases occurs.

Our 2016 audit reports show that utility earnings and cash flow are sufficient to make the full tax-stabilization dividend as outlined above. Stoughton Utilities remains the highest taxpayer in the City, with electric and water Payments in Lieu of Taxes (PILOT) equaling \$764,640. If approved by the Stoughton Utilities Committee, tax-stabilization dividends of \$16,441 will be paid to the City of Stoughton in addition to the PILOT.

A decrease in the prior year's net income, due to increased capital contributions, has resulted in a reduction in the tax stabilization dividend when compared to prior years.

The following chart shows the projected total payment to the City of Stoughton in 2017:

	Electric	Water	<b>Total (2017)</b>	Total (2016)
Tax Stabilization Dividend (Recommended)	\$12,698	\$3,743	<b>\$16,441</b>	\$23,625
Payment in Lieu of Taxes (Required)	\$376,785	\$387,855	<b>\$764,640</b>	\$733,509
Total Payment to City	\$389,483	\$391,598	<b>\$781,081</b>	\$757,134

The tax stabilization dividend does not affect electric or water rates, as funds are considered to be paid from retained earnings and not operating income following the regulatory reporting requirements established by the Public Service Commission of Wisconsin.

We are requesting that the Utilities Committee approve the proposed electric and water tax-stabilization dividends, and present these dividends to the Stoughton Common Council on June 27, 2017.



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Electrical infrastructure improvements adjacent to the Yahara Riverfront Redevelopment Area

This item is provided as a continuation of the discussions regarding potential improvements to the electric distribution infrastructure in the areas surrounding the Yahara Riverfront Redevelopment Area (YRRA) that were discussed at the May 15, 2017 Stoughton Utilities Committee meeting. Fourth Street, Jefferson Street, Seventh Street and South Street border the area of interest.

At the meeting, staff emphasized that all new electrical infrastructure installed as part of the redevelopment efforts will be located underground, that there are currently no existing plans to relocate existing electrical infrastructure from overhead to underground in areas outside of the current proposed redevelopment area, and that a funding source does not currently exist for any such improvements. Staff further emphasized that any efforts needed comprehensive infrastructure planning encompassing all existing and future utilities, where new construction required permanence for the planned outcome as would occur in the YRRA. Such planning should include at a minimum all existing overhead, surface and underground facilities improvements, as well as predictable needs of the end-user at the time of construction.

Following this meeting, staff began a conversation with our electrical engineering consultant, and requested a concept estimate for the conversion of the overhead electric distribution system to underground. This estimate is provided here for discussion.

To summarize the attached estimate, the sample area is the 300, 400, and 500 blocks of East Jefferson Street, as shown on the attached maps. This section of line includes ten poles, three transformers, and twelve metering points to be upgraded. The estimated cost is \$615,000, and does not include project engineering and design, nor the burial of communications lines.

For reference, within the city limits Stoughton Utilities currently has 567,972 feet of overhead primary line, 121,031 feet of overhead secondary cable, 678 overhead transformers, 107 overhead switchgear assemblies, 2,121 poles, and 4,868 services. Extrapolating the estimate to a per-pole cost, a full conversion of the YRRA area could be very roughly estimated at \$3,567,000, and the full city at \$130,441,500.

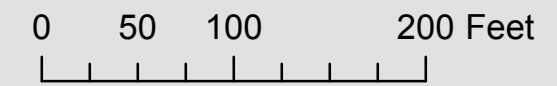
Encl.

# Electrical System

## OH and UG Estimated Boundary

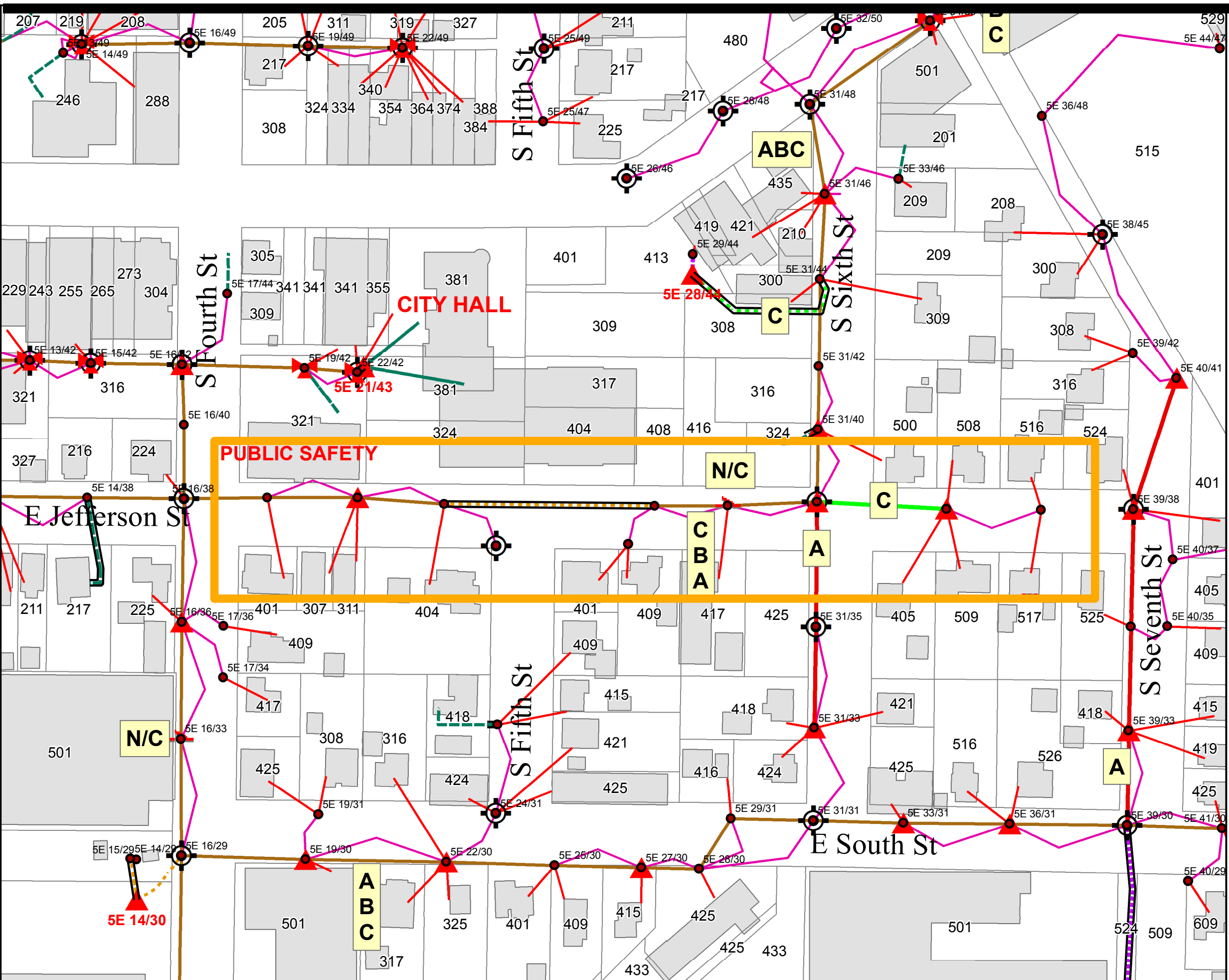
**Legend**

	<b>Services</b>
	<all other values>
	<b>Placement</b>
	OHService
	UGService
	<b>PrimaryLine</b>
	<all other values>
	<b>Placement, PhaseCode</b>
	OH, Primary
	UG, Primary
	UG, A Phase
	UG, B Phase
	UG, C Phase
	UG, No Phase
	OH, No Phase
	OH, A Phase
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	<b>Placement</b>
	OHSecondary
	UGSecondary



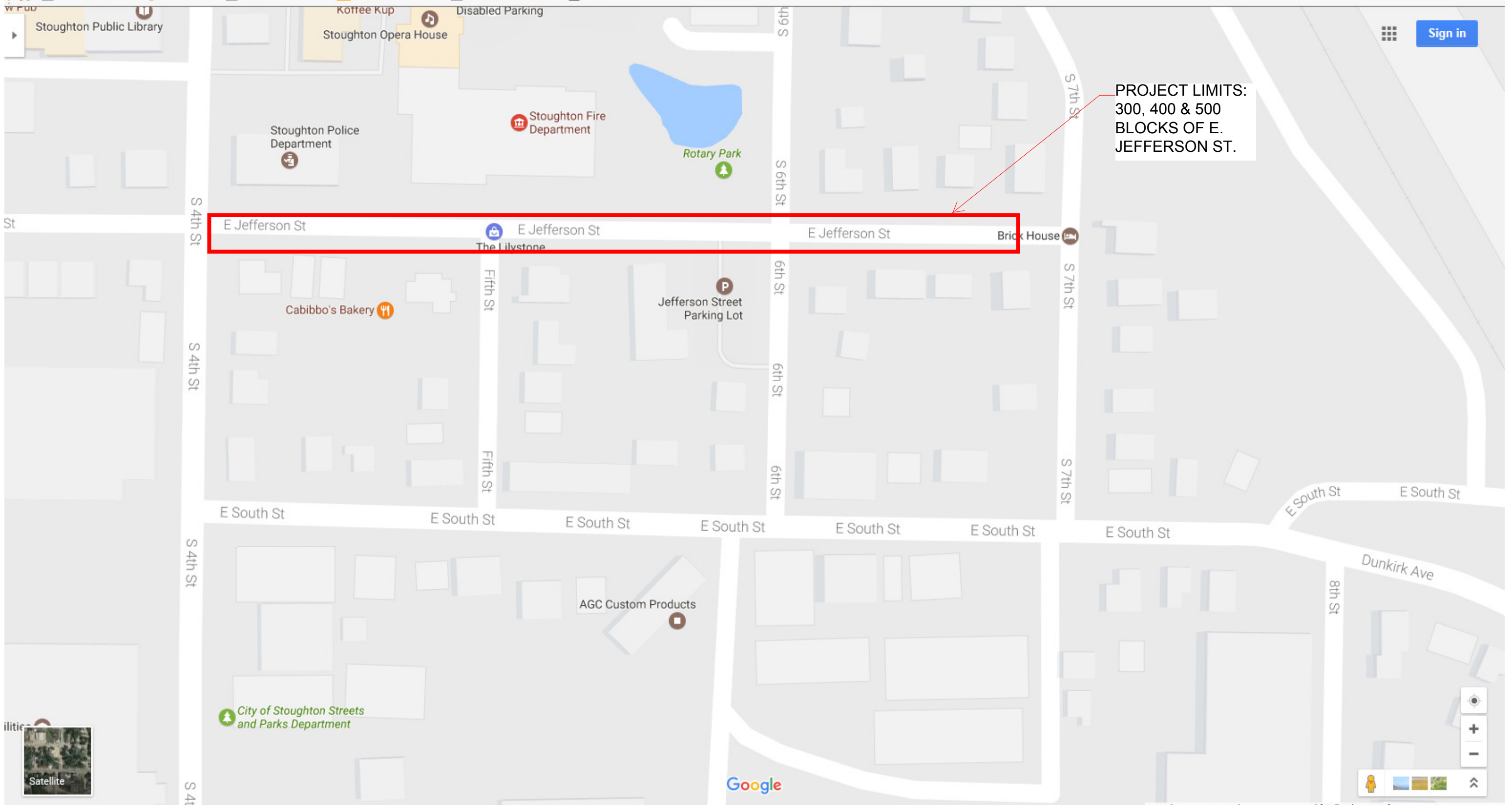
Source: Base data provided Dane Co.  
 Drafted: LSR  
 Date: 06/05/17

This map reflects grades, dimensions and facilities that were found to have existed at a time in the past. Grades, dimensions and facilities may have changed since the time this map was created. This map should not be considered sufficient information for construction and all such information needed for construction should be verified in the field. This map is the property of Stoughton Utilities and has been created for its internal use.



<b>15 KV Underground Conversion Estimate</b>					
<b>300, 400 and 500 blocks of East Jefferson Street</b>					
Job No. S11-17G					
Latest Update: 6/7/17					
Item	Total		Per Unit		Total
	Quantity	Unit	Material Cost	Labor Cost	
Conductor, 500 MCM AI URD 220 mil.	21,150	ft.	\$4.00	\$3.00	\$148,050
Conductor, 1/0 AI URD 220 mil.	3,975	ft.	\$3.00	\$3.00	\$23,850
Conductor, 350 MCM Triplex 600 V	538	ft.	\$3.00	\$3.00	\$3,225
Conductor, 500 MCM AI URD QUAD 600 V	0	ft.	\$4.00	\$3.00	\$0
Conductor, 4/0 AI URD Triplex 600 V	1,388	ft.	\$2.00	\$3.00	\$6,938
Conductor, #6 AI URD Duplex 600 V	704	ft.	\$2.00	\$3.00	\$3,520
Conduit (2")	0	ft.	\$1.80	\$3.00	\$0
Conduit (3")	20	ft.	\$2.00	\$3.00	\$100
Conduit (4")	0	ft.	\$3.50	\$3.00	\$0
25 KVA 1PH trans. assembly (1UT15LFS) (1UC15DD10)	2	ea.	\$2,565.00	\$946.00	\$7,022
50 KVA 1PH trans. assembly (1UT15LFS) (1UC15DD10)	1	ea.	\$3,365.00	\$946.00	\$4,311
200 A Junction Cabinet assembly (3JB254-2)(3UC15LD10F)	3	ea.	\$2,370.00	\$4,430.00	\$20,400
PMH-10 Switchgear assembly	1	ea.	\$20,000.00	\$7,330.00	\$27,330
Secondary Pedestal assembly	5	ea.	\$200.00	\$250.00	\$2,250
3 PH Primary Riser assembly	4	ea.	\$1,700.00	\$2,000.00	\$14,800
3 PH Primary Riser with GOAB assembly	0	ea.	\$5,500.00	\$3,800.00	\$0
1 PH Primary Riser assembly	1	ea.	\$1,200.00	\$1,600.00	\$2,800
Secondary Riser assembly	0	ea.	\$300.00	\$600.00	\$0
Protective Guard Posts (materials by contractor)	8	ea.	\$0.00	\$700.00	\$5,600
URD Splices	0	ea.	\$150.00	\$200.00	\$0
45 ft. pole with grounding and Dead-end assembly	5	ea.	\$2,000.00	\$1,700.00	\$18,500
Down guy assembly	5	ea.	\$300.00	\$500.00	\$4,000
Street Light Assembly	2	ea.	\$3,800.00	\$1,300.00	\$10,200
Directional Boring - 3-3" Conduit (incl. conduit)	2500	ft.		\$28.00	\$70,000
Directional Boring - 1-3" Conduit (incl. conduit)	2100	ft.		\$18.00	\$37,800
Directional Boring - 1-2" Conduit (incl. conduit)	1814	ft.		\$15.00	\$27,210
Black dirt and seed restoration	760	sf		\$5.00	\$3,800
Saw cut concrete/asphalt & remove	600	lf		\$10.00	\$6,000
Restoration of concrete/asphalt, 4' thick (Contractor provided materials and labor)	300	sf		\$35.00	\$10,500
Hydro excavation	20	hours		\$400.00	\$8,000
200 amp 1ph Residential Meter Pedestal assembly (mat. By contractor)	12	ea.	\$0.00	\$2,500.00	\$30,000
Overhead Removal costs	1	lot		\$20,000	\$20,000
Contractor's Miscellaneous Costs	1	Lot			78,000
Budgeted Contractor overtime labor (outages & switchovers)	1	lot		\$10,000	\$10,000
Budgeted Easement Procurement Costs	1	lot		\$15,000	\$15,000
Budgeted Stoughton Utility Labor	1	lot		\$15,000	\$15,000
			<b>Estimated Subtotal</b>		<b>\$635,000</b>
<b>Additional Costs not Included in the above Concept Estimate</b>					
			Relocation Costs of CATV, Phone and other Utilities	??	
			Certificate of Authority (CA) Preparation with PSC	\$15,000	
			Project Engineering and Design (see note #7)	??	
			Budgeted Construction Phase Engineering Services	??	
			<b>Estimated Total Budget</b>		
<b>Notes:</b>					
1	Project boundaries: 300, 400 and 500 blocks of East Jefferson Street. This is only a concept estimate to demonstrate the complexity and approximate costs associated with converting existing OH lines to UG lines within the project boundaries. The existing OH lines are part of a major backbone feeder (Circuit #5) out the East Substation with ties to East Sub. Circuits #1 and #4. The new underground facilities would need to be constructed and energized before the existing OH could be removed.				
2	Estimate is based upon 2017 prices for materials and labor. The estimate does not take into account for inflation.				
3	Assumes all new underground facilities are installed using directional boring methods.				
4	Existing overhead electric customers are to be converted to accept underground service. A 200 amp pedestal meter socket would be provided at the existing meter location and new 200 amp underground service lateral installed. Existing customer meter sockets, conduit and weather heads would be left attached to the home for removal by the owner. A field investigation of the existing customer owned equipment was not performed prior to this estimate. Additional costs could be incurred since each property conditions vary.				
5	Existing street lighting on wood poles would be replaced with new steel light poles with UG electrical feeders.				
6	In most cases, existing overhead poles are joint with phone/CATV. This estimate includes removal costs of overhead electric equipment only.				
7	An engineering and design estimate will be provided once the project scope has been defined.				





PROJECT LIMITS:  
300, 400 & 500  
BLOCKS OF E.  
JEFFERSON ST.



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

Brian R. Hoops  
Stoughton Utilities Assistant Director

**Subject:** Overhead to underground electrical service upgrades

An email from Alderperson Matt Bartlett was received regarding a customer's ability to convert from an overhead electric service to an underground electric service. A document from a nearby investor-owned utility was provided along with the email. This document discussed the upgrade of a customer's individual electric service and meter socket.

The document opens with:

*While [utility] now installs all new electric services underground, most older neighborhoods still have wires overhead on power poles. [Utility] can bury the line from the pole to the meter on your house, if you pay for that service.*

Stoughton Utilities offers the same service, also at the customer's expense. As with the neighboring utility, burying an electric service does not result in removal of the overhead pole, the primary/secondary lines coming to that pole, or the transformer on that pole. Only the service wire from the pole to the meter is converted to underground.

The document lists Step 1 as being to call the utility. Stoughton Utilities' process is the same. Any customer can contact us for more information on relocating their overhead service to underground, and we will walk them through the process step-by-step.

The document estimates the electric service conversion from overhead to underground typically costs between \$1,500 and \$2,500, which does not include costs for the meter socket or wiring installed by a private electrician. Stoughton Utilities' costs are typically lower, with an average cost of \$980 in 2015 and 2016. Individual estimates based on location and service length are provided to customers when they contact us to begin the planning process.

Prior discussions regarding overhead to underground electrical infrastructure, including earlier in this meeting and at the May 15, 2017 Utilities Committee meeting, were centered around the public electric distribution system, including high-voltage primary and secondary electrical lines, poles, distribution transformers, fused cutouts, switches, and metering equipment, as well as customer and streetlight services. The provided document was not related to those discussions, except to



highlight the upgrades Stoughton Utilities would have to provide at no cost to the customer should we require they upgrade their service to underground, and the communication provider's option to participate at additional billable costs.

In 2015 and 2016, Stoughton Utilities upgraded ten customer's electrical services from overhead to underground, at a total cost to the customers of \$9,770.

Encl.

## Brian Hoops

---

**From:** Matt Bartlett  
**Sent:** Tuesday, May 23, 2017 5:30 PM  
**To:** Robert Kardasz  
**Cc:** Michael Engelberger; Donna Olson; Brian Hoops  
**Subject:** Third party utility contracts for overhead structures  
**Attachments:** Example OverheadToUnderground MGE.pdf

Director Kardasz,

It was stated at the May 15<sup>th</sup> Utility Committee meeting that contracts for private companies to place phone or internet service on overhead structures are in perpetuity. Please provide an example contract for overhead structures. If the Utility is signing over use of City owned structures forever, I think that needs to be better known and understood.

I also attached an example informational sheet used by MG&E showing customers ability to convert from overhead lines to underground if they choose. This process appears to be available and occurring for other nearby municipal and investor owned utilities. I find it disappointing that I can obtain better information from other utilities in our area than from our own city owned utility.

Chair and Vice Chair are copied in for their information.

Sincerely,

Matt Bartlett  
City of Stoughton  
4th District Alderperson



600 South Fourth Street P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 14, 2017

**To:** Stoughton Utilities Committee

**From:** Brian G. Erickson  
Stoughton Utilities Wastewater System Supervisor

Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Wastewater treatment facility and sanitary sewer collection system 2016 Compliance Maintenance Annual Report (CMAR)

Compliance Maintenance Annual Report (CMAR) requirements have been in existence since 1987. The attached CMAR has been completed as required by Chapter NR 208 of the Wisconsin Administrative Code. Annual submittal of an electronic CMAR form (eCMAR) is required to be completed no later than June 30.

The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

The purpose of the CMAR is to evaluate the wastewater treatment system for problems or deficiencies. Management, operation, and maintenance activities are described. Owners identify proposed actions to prevent violations of WPDES permits and water quality degradation. The CMAR program also encourages actions that:

- Promote the owners' awareness and responsibility for wastewater collection and treatment needs.
- Maximize the useful life of wastewater treatment systems through improved operation & maintenance.
- Initiate formal planning, design and construction for system upgrades.

It is requested that the Stoughton Utilities Committee review and approve the report, and recommend it and the corresponding resolution to the Stoughton Common Council on June 27, 2017.

Encl.

City of Stoughton, 381 E Main Street, Stoughton WI 53589

**RESOLUTION FROM THE UTILITIES COMMITTEE TO THE  
STOUGHTON COMMON COUNCIL**

Authorizing and directing the proper City official(s) to approve the Stoughton Utilities 2016 Wastewater treatment facility and sanitary sewer collection system 2016 Compliance Maintenance Annual Report (CMAR).

Committee Action:

Fiscal Impact:           None

**File Number:**

**Date Introduced:**   June 27, 2017

**WHEREAS**, it is in the best interests of the City of Stoughton for Stoughton Utilities to operate a wastewater treatment facility and sanitary sewer collection system to serve customers within the City of Stoughton, and

**WHEREAS**, Stoughton Utilities has prepared a 2016 CMAR in conformance with Chapter NR 208 of the Wisconsin Administrative Code, and

**WHEREAS**, Annual submittal of an electronic CMAR form (eCMAR) is required to be completed annually no later than June 30, and

**WHEREAS**, your Stoughton Utilities Committee met on June 19, 2017 to consider and approve the Stoughton Utilities 2016 CMAR and recommends approval, now therefore

**BE IT RESOLVED** by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to approve the Stoughton Utilities 2016 CMAR as attached hereto as part of this resolution and transmit the resolution and report to the Wisconsin Department of Natural Resources.

**Council Action:**    **Adopted**        **Failed**       **Vote** \_\_\_\_\_

**Mayoral Action:**    **Accept**        **Veto**

\_\_\_\_\_  
Donna Olson, Mayor

\_\_\_\_\_  
Date

**Council Action:**   \_\_\_\_\_    **Override**       **Vote** \_\_\_\_\_

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Influent Flow and Loading

### 1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	0.9395	x	268	x	8.34	=	2,099
February	0.9164	x	276	x	8.34	=	2,108
March	0.9896	x	212	x	8.34	=	1,747
April	1.0218	x	286	x	8.34	=	2,437
May	0.9799	x	245	x	8.34	=	2,002
June	0.9716	x	304	x	8.34	=	2,462
July	1.0308	x	259	x	8.34	=	2,227
August	1.0384	x	282	x	8.34	=	2,445
September	1.0360	x	264	x	8.34	=	2,278
October	1.0042	x	270	x	8.34	=	2,257
November	0.9737	x	292	x	8.34	=	2,372
December	0.9589	x	235	x	8.34	=	1,877

### 2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	2.06	x	90	=	1.854
		x	100	=	2.06
Design (C)BOD, lbs/day	2655	x	90	=	2389.5
		x	100	=	2655

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	1	0
May	1	0	0	0	0
June	1	0	0	1	0
July	1	0	0	0	0
August	1	0	0	1	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	3	0
Points		0	0	9	0
Total Number of Points					9

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?  
 Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes

gallons

No

Holding Tanks

Yes

gallons

No

Grease Traps

Yes

gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

--

Total Points Generated	9
Score (100 - Total Points Generated)	91
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	5	1	0	0
March	25	22.5	4	1	0	0
April	25	22.5	6	1	0	0
May	25	22.5	5	1	0	0
June	25	22.5	5	1	0	0
July	25	22.5	4	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	3	1	0	0
October	25	22.5	4	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0

\* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)

04/21/2015

- No

If No, please explain:

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes

- No



# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

We failed our first WET test and found that a near by industry was discharging toxic waste into the stream.

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

We passed the second WET test after we worked with the local industry to eliminate the toxic discharge. We also are making this industry install flow monitoring and sampling equipment to monitor there discharge. We will also be invoicing this industry monthly for discharge strengths above the limits outlined in our sewer use ordinance.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	9	1	0	0
February	30	27	12	1	0	0
March	30	27	12	1	0	0
April	30	27	14	1	0	0
May	30	27	12	1	0	0
June	30	27	9	1	0	0
July	30	27	11	1	0	0
August	30	27	5	1	0	0
September	30	27	6	1	0	0
October	30	27	8	1	0	0
November	30	27	7	1	0	0
December	30	27	10	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1.3	0.6	1	0
February	1.3	0.8	1	0
March	1.3	0.8	1	0
April	1.3	0.7	1	0
May	1.3	0.7	1	0
June	1.3	0.5	1	0
July	1.3	0.7	1	0
August	1.3	0.4	1	0
September	1.3	0.5	1	0
October	1.3	0.5	1	0
November	1.3	0.5	1	0
December	1.3	0.6	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

### 2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

2008.60 acres

2.1.2 How many acres did you use?

67 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

0

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			3											0	0
Cadmium		39	85			1											0	0
Copper		1500	4300			390											0	0
Lead		300	840			33											0	0
Mercury		17	57			<.63											0	0
Molybdenum	60		75			8.5										0		0
Nickel	336		420			16										0		0
Selenium	80		100			8.7										0		0
Zinc		2800	7500			740											0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

<p> <input type="radio"/> 1-2 (10 Points)  <input type="radio"/> &gt; 2 (15 Points)                      3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)  <input type="radio"/> Yes  <input type="radio"/> No (10 points)  <input checked="" type="radio"/> N/A - Did not exceed limits or no HQ limit applies (0 points)  <input type="radio"/> N/A - Did not land apply biosolids until limit was met (0 points)                      3.1.3 Number of times any of the metals exceeded the ceiling limits = 0                      Exceedence Points  <input checked="" type="radio"/> 0 (0 Points)  <input type="radio"/> 1 (10 Points)  <input type="radio"/> &gt; 1 (15 Points)                      3.1.4 Were biosolids land applied which exceeded the ceiling limit?  <input type="radio"/> Yes (20 Points)  <input checked="" type="radio"/> No (0 Points)                      3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?                      Has the source of the metals been identified?  <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p>	0																				
<p>4. Pathogen Control (per outfall):</p> <p>4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td>002</td> </tr> <tr> <td>Biosolids Class:</td> <td>B</td> </tr> <tr> <td>Bacteria Type and Limit:</td> <td></td> </tr> <tr> <td>Sample Dates:</td> <td>01/01/2016 - 12/31/2016</td> </tr> <tr> <td>Density:</td> <td></td> </tr> <tr> <td>Sample Concentration Amount:</td> <td></td> </tr> <tr> <td>Requirement Met:</td> <td>Yes</td> </tr> <tr> <td>Land Applied:</td> <td>Yes</td> </tr> <tr> <td>Process:</td> <td>Anaerobic Digestion</td> </tr> <tr> <td>Process Description:</td> <td>Mixed anaerobic digestion tanks at 95 degrees F for more than 15 day.</td> </tr> </table> <p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p> <input type="radio"/> Yes (40 Points)  <input checked="" type="radio"/> No                      If yes, what action was taken?  <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p>	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit:		Sample Dates:	01/01/2016 - 12/31/2016	Density:		Sample Concentration Amount:		Requirement Met:	Yes	Land Applied:	Yes	Process:	Anaerobic Digestion	Process Description:	Mixed anaerobic digestion tanks at 95 degrees F for more than 15 day.	0
Outfall Number:	002																				
Biosolids Class:	B																				
Bacteria Type and Limit:																					
Sample Dates:	01/01/2016 - 12/31/2016																				
Density:																					
Sample Concentration Amount:																					
Requirement Met:	Yes																				
Land Applied:	Yes																				
Process:	Anaerobic Digestion																				
Process Description:	Mixed anaerobic digestion tanks at 95 degrees F for more than 15 day.																				
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>																					

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

Outfall Number:	002	0
Method Date:	12/31/2016	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 2px;">None</div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 2px;">We are looking into adding additional staff in 2018 or 2019.</div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes (Continue with question 2)</li><li><input type="radio"/> No (40 points)</li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><li><input type="radio"/> Paper file system</li><li><input type="radio"/> Computer system</li><li><input checked="" type="radio"/> Both paper and computer system</li></ul></li><li><input type="radio"/> No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Excellent</li><li><input type="radio"/> Very good</li><li><input type="radio"/> Good</li><li><input type="radio"/> Fair</li><li><input type="radio"/> Poor</li></ul> <p>Describe your rating:</p>	

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2016

We work off a 20 year CIP plan for equipment replacement. We have very few malfunctions with our existing equipment. All equipment is entered into the maintenance software database according to the manufactures recommendations. Maintenance logs and parts are entered into the database as well.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A



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## Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <p>● Yes (0 points)</p> <p>○ No (20 points)</p> <p>Name: <input style="width: 300px;" type="text" value="BRIAN G ERICKSON"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="28016"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th colspan="2">WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)</p> <p>● Yes (0 points)</p> <p>○ No (20 points)</p>	Sub Class	SubClass Description	WWTP		OIC		Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X			X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
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<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <p><input checked="" type="checkbox"/> One or more additional certified operators on staff</p> <p><input type="checkbox"/> An arrangement with another certified operator</p> <p><input type="checkbox"/> An arrangement with another community with a certified operator</p> <p><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</p> <p><input checked="" type="checkbox"/> A consultant to serve as your certified operator</p> <p><input type="checkbox"/> None of the above (20 points)</p> <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p>																																																																																									

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Jamin Friedl"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="608-877-7415"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="jfriedl@stoughtonutilities.com"/></p>														
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0													
<p><b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b></p>														
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 150px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="1,129,916.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">-</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="35,329.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,094,587.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,701.00"/></td> </tr> </table>		3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="1,129,916.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	<input style="width: 150px;" type="text" value="35,329.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="1,094,587.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="1,701.00"/>	
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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,096,288.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 1,110,991.00

Please note: If you had a CWF loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

Investments that matured during 2016 were not replaced. SU will properly fund account immediately.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Phase II Ammonia Removal Project: This project might be permit driven and will include additional aeration and anaerobic tanks along with new blowers.	2000	2022
2	West St sewer project.	253000	2022
3	Phase II Vernon St project and South St project.	720000	2020
4	Additional sludge storage tank project.	900000	2024
5	Page St sewer project	168000	2022
6	Phosphorus Reduction Project.	906000	2024
7	Main Building / Garage Addition and Remodel	1640000	2020
8	2019 Sewer project. Lowell St. From Monroe to Page	228000	2019
9	2019 Sewer Project. Monroe from Jefferson to Lowell	248000	2019
10	2020 Sewer Project. Prospect St. From Page to Grant	129000	2020
11	2020 Slip Lining project. Jefferson, Monroe alley and Mandt Park Way	100000	2020
12	2017 Sewer replacement of mains and manholes. Brickson, Manilla, Franklin, Giles and Henry.	350000	2017
13	2018 Vernon St Project: Replace sewer main and manholes from Henry to Franklin Street including dead ends on Henry, Morris and Franklin. 2 spot repairs on Franklin 1150 feet of sewer mains.	250000	2018
14	2018 Main Street sewer project Phase I: From Page to Madison Street	190000	2018
15	2019 Main Street project phase II: From Madison Street to Van Buren Street.	260000	2019

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## 5. Financial Management General Comments

### ENERGY EFFICIENCY AND USE

#### 6. Collection System

##### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	1,915	0
February	2,086	0
March	1,868	0
April	1,842	0
May	1,623	3
June	1,339	0
July	1,036	0
August	1,082	0
September	1,164	1
October	1,097	0
November	1,271	1
December	1,298	0
Total	17,621	5
Average	1,468	2

##### 6.1.2 Comments:

We had a new Lift Station come on line in January of this year. The kWh hours will be higher for next years comparisons.

#### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

##### 6.2.2 Comments:

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## 6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

### 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

None at this time.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	60,383	29.12	2,074	65.07	928	1,858
February	66,156	26.58	2,489	61.13	1,082	2,334
March	58,695	30.68	1,913	54.16	1,084	2,522
April	59,354	30.65	1,937	73.11	812	1,648
May	58,516	30.38	1,926	62.06	943	873
June	63,388	29.15	2,175	73.86	858	159
July	60,190	31.95	1,884	69.04	872	98
August	64,475	32.19	2,003	75.80	851	84
September	66,266	31.08	2,132	68.34	970	116
October	63,267	31.13	2,032	69.97	904	327
November	60,768	29.21	2,080	71.16	854	661
December	57,704	29.73	1,941	58.19	992	2,328
Total	739,162	361.85		801.89		13,008
Average	61,597	30.15	2,049	66.82	929	1,084

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal

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- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

### 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Switching our lighting over to LED.

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

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<input checked="" type="checkbox"/> Part of the facility Year: <input type="text" value="2006"/> By Whom: <input type="text" value="Focus on energy"/> Describe and Comment: <input type="text" value="Look at our blower operations."/>	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A



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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Clean 30% of the sewer system, Televis 10% of the system, Inspect 10% of manholes, Replace 10 manholes, Replace 2000 lineal feet of sewers, Replace 20 laterals, Root removal 1000 feet, flow monitoring 5%.

Did you accomplish them?

- Yes
- No

If No, explain:

Not all items above were completed. We may have over estimated some of the quantities that we are able to accomplish. We want to try to meet these goals in 2017 before we scale back on the quantities.

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Municipal Code of Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/9/2014

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

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- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Consulting engineer reviews all of our sanitary sewer plans. We are working with our engineers on the sewer use ordinance. We are making significant changes to comply with the CMOM rules.

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	22	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	8	% of system/year
Manhole inspections	10	% of system/year
Lift station O&M	24	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation		

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Private sewer inspections	<input type="text" value="1"/>	% of sewer lines rehabbed
Private sewer I/I removal	<input type="text" value="0"/>	% of system/year
River or water crossings	<input type="text" value="100"/>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

We continue to work with our consulting engineers on sanitary sewer projects throughout the city. With televising reports, City planned street projects, water main replacements and our system study that is done every 5 years we have a long range strategic plan in place to replace our aging infrastructure.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="39.32"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.48"/>	Annual average precipitation (for your location)
<input type="text" value="58"/>	Miles of sanitary sewer
<input type="text" value="6"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="5"/>	Number of basement backup occurrences
<input type="text" value="24"/>	Number of complaints
<input type="text" value=".988"/>	Average daily flow in MGD (if available)
<input type="text" value="1.480"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.09"/>	Basement backups (number/sewer mile)
<input type="text" value="0.41"/>	Complaints (number/sewer mile)
<input type="text" value="1.5"/>	Peaking factor ratio (Peak Monthly: Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly: Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
Date	Location	Cause	Estimated Volume (MG)	
None reported				

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

No  
 If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?  
 Yes  
 No  
 If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:  

 Continue to replace sewer mains and manholes. Follow our CMOM goals as outlined in our program.

5.4 What is being done to address infiltration/inflow in your collection system?  

 We continue to televise the collection system looking for I/I, Sump pump inspections, and sanitary sewer replacement projects that include lateral , manhole and sewer main replacements.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Grading Summary

WPDES No: 0020338

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

### Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Stoughton Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

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):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

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. = 4.00



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Current City of Stoughton licensing agreement for communications attachments to utility poles

Aldersperson Matt Bartlett recently requested, and the Stoughton Utilities Committee received, an example copy of the referenced pole attachment agreement. Another copy is attached.

This agenda item is to discuss the current licensing agreement, applicable State of Wisconsin laws and Public Service Commission regulations regarding communications attachments, and the history of current City of Stoughton licensing agreements, as well as to provide answers or clarifications to any questions that may have arisen regarding communications attachments to utility poles within the City of Stoughton.

There are significant difficulties associated with terminating and renegotiating a pole attachment agreement. Please reference Wisconsin Public Service Commission docket 4340-EI-100 filed August 8, 2014, Wisconsin Cable Communications Association, and Participating Members Charter Cable Partners, LLC, and Time Warner Cable Midwest LLC, v. City of Oconomowoc, regarding reasonable compensation for attachments of complainants' cable facilities to the city's utility poles. This docket was opened October 31, 2014 and closed March 12, 2016.

Documents regarding the above-referenced docket can be found online at [http://apps.psc.wi.gov/vs2010/dockets/content/detail.aspx?dockt\\_id=4340-EI-100](http://apps.psc.wi.gov/vs2010/dockets/content/detail.aspx?dockt_id=4340-EI-100), or can be provided by SU staff upon request.

It is staff's recommendation that the existing pole attachment agreements not be renegotiated at this time.

Encl.

## Brian Hoops

---

**From:** Matt Bartlett  
**Sent:** Tuesday, May 23, 2017 5:30 PM  
**To:** Robert Kardasz  
**Cc:** Michael Engelberger; Donna Olson; Brian Hoops  
**Subject:** Third party utility contracts for overhead structures  
**Attachments:** Example OverheadToUnderground MGE.pdf

Director Kardasz,

It was stated at the May 15<sup>th</sup> Utility Committee meeting that contracts for private companies to place phone or internet service on overhead structures are in perpetuity. Please provide an example contract for overhead structures. If the Utility is signing over use of City owned structures forever, I think that needs to be better known and understood.

I also attached an example informational sheet used by MG&E showing customers ability to convert from overhead lines to underground if they choose. This process appears to be available and occurring for other nearby municipal and investor owned utilities. I find it disappointing that I can obtain better information from other utilities in our area than from our own city owned utility.

Chair and Vice Chair are copied in for their information.

Sincerely,

Matt Bartlett  
City of Stoughton  
4th District Alderperson



**ORIGINAL**

**LICENSING AGREEMENT**  
**FOR**  
**COMMUNICATIONS ATTACHMENTS TO UTILITY POLES**  
**BETWEEN CITY OF STOUGHTON AND**  
**CHARTER COMMUNICATIONS**

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APPENDICES

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**LICENSING AGREEMENT  
FOR COMMUNICATIONS ATTACHMENTS TO UTILITY POLES BETWEEN  
CITY OF STOUGHTON AND CHARTER COMMUNICATIONS**

This Licensing Agreement (the "Agreement") dated this 12<sup>th</sup> day of June, 2001 ("Effective Date"), is made by and between the City of Stoughton, a municipal corporation of the State of Wisconsin, acting by and through the Utilities Committee of the Stoughton Municipal Electric Utility ("Utility"), and CCVIIIOP, d/b/a Charter Communications ("Licensee").

**RECITALS**

- A. Licensee proposes to install new, or maintain existing, cables, wires and associated equipment on Utility's Poles to provide Communications Services to the public.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on Utility's Poles, provided that Utility may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes.
- C. The parties intend that this Agreement shall supercede any and all pole attachment agreements (written or oral) between the parties.

**AGREEMENT**

**ARTICLE I  
DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings:

- A. Affiliate: when used in relation to an Attaching Entity, means another entity who owns or controls, is owned or controlled by, or is under common ownership control with such Attaching Entity.
- B. Attaching Entity: means any public or private entity (including Utility) that attaches to a Utility Pole to provide Communications Service.
- C. Attachment: means a wire or cable facility and appurtenant equipment utilized to provide Communications Service placed directly on Utility's Poles or Overlashed onto an existing Attachment. "Attachment" does not include a Riser or a service

drop where the drop is only attached to a single Pole and where Licensee has an existing Attachment on such Pole.

- D. Applicable Standards: means the engineering and safety standards contained in Appendix B and all applicable engineering and safety standards governing the installation, maintenance and operation of utility facilities and the performance of all work in or around electric utility facilities, and includes the most current versions of the National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), the Wisconsin State Electric Code (“WSEC”), the regulations of the Occupational Safety and Health Administration, the regulations of the Department of Workforce Development (including the rules regarding safety equipment), and the safety and engineering requirements of any state or federal agency with jurisdiction over utility facilities, each of which is incorporated by reference into this Agreement.
- E. Climbing Space: means that portion of a Pole that is free from encumbrances to enable Utility employees and contractors to safely climb, access and work on Utility Facilities and equipment.
- F. Communications Facilities: means a wire or cable facility and appurtenant equipment utilized to provide Communications Service.
- G. Communications Service: means the transmission [or receipt] of voice, video, data, Internet or other forms of digital or analog signals over wire or cable facilities, but does not include any such transmission [or receipt] by Utility when providing service to the municipality in which Utility operates or any of the municipality’s departments.
- H. Make-Ready Work: means all work, as reasonably determined by Utility, required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening and construction. Such work does not include any work the Utility determines to be necessary to correct pre-existing NESC, NEC or WSEC violations not attributable to Licensee.
- I. New Attachment: means an Attachment installed on Licensor's Pole on or after the execution of this Agreement.

- J. Occupancy: means the use or specific reservation of space for Attachments on the same Utility Pole.
- K. Overlash: means to place an additional wire or cable facility onto an existing Attachment.
- L. Permit: means written or electronic authorization of Utility for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of this Agreement.
- M. Pole: means a pole owned by Utility used for the distribution of electricity or provision of Communications Service that is capable of supporting Attachments for Communications Services. "Pole" may also include a pole owned by Utility used for the transmission of electricity, provided that Utility and Licensee agree that such pole can safely accommodate Attachments consistent with all Applicable Standards.
- N. Pre-Permit Survey: means all work or operations required by Applicable Standards or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection, loading calculations and administrative processing by Utility.
- O. Prior Attachment: means an Attachment installed on Licensor's Pole prior to the execution of this Agreement.
- P. Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- Q. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by Utility, that will readily identify the type of Attachment and its owner.
- R. Utility Facilities: means all personal property and real property owned or controlled by Utility, including Poles.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

- A. Grant of License. Subject to the provisions of this Agreement and to Licensee's application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- B. Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. Permit Issuance Conditions. Utility will issue a Permit(s) to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Attachments consistent with all Applicable Standards.
- D. Reserve Capacity. Access to Poles on which Licensee seeks to install a New Attachment will be made available to Licensee with the understanding that such access is to Utility's reserve capacity. On giving Licensee at least ninety (90) days' prior notice, Utility may reclaim such reserve capacity anytime during the five (5) year period following the installation of Licensee's Attachment if required for Utility's future electric service use, including the attachment of communications lines for internal Utility operational requirements. Utility will inform Licensee of any plans Utility may have to use such reserve capacity at the time Licensee submits its Permit Application, but this requirement shall not be a prerequisite to Utility's exercise of its right to reclaim capacity. On giving Licensee notice that it will reclaim reserve capacity, Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay the cost of any modifications needed to expand capacity so that Licensee can maintain its Attachment(s) on the affected Pole(s). The allocation of the cost of any such modifications (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article IX.
- E. No Interest in Property. No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to

the Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.

F. Licensee's Right to Attach.

1. Nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.
2. Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to any Utility Poles without entering into a license agreement with Utility and receiving a permit pursuant to such agreement. Except as provided in Article II, Paragraph M. 2., Licensee's Affiliate shall be responsible for all fees and charges under its agreement with Utility (including payment of a separate annual Attachment Fee).

G. Necessity of Authorizations. Licensee is obligated to obtain all necessary certification, permits, and franchises from federal, state and local authorities prior to making any Attachments.

H. Utility's Rights over Poles. The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain and remove its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.

I. Expansion of Capacity. Utility will take reasonable steps to expand Pole capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use by Licensee when such Pole is not needed for Utility's own service requirements.

J. Other Agreements. Except as provided herein, nothing in this Agreement shall restrict or prohibit Utility from fulfilling any agreement or arrangement regarding Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.

K. No Unlawful Preference. Utility agrees that it will not grant any unlawful preference to any other licensees on its Poles or to its cable television or telecommunications services operations, if any, with respect to Poles.



L. Permitted Uses. This Agreement is limited to the uses specifically stated in the Recitals and no other use by Licensee shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.

M. Overlapping. The following provisions will apply to Overlapping:

1. Permits shall be required for all Overlapping and shall be obtained pursuant to Article VI. Absent such authorization, Overlapping constitutes an unauthorized Attachment.
2. If Licensee demonstrates that the Overlapping of Licensee's Attachment(s) is required to accommodate the Communications Facilities of Licensee or Licensee's Affiliate, Permits shall not be withheld by Utility if such Overlapping can be done consistent with Article II, Paragraph C and where Licensee's Affiliate has entered into a license agreement with Utility. Overlapping performed under this Article II, Paragraph M.2. shall not increase the Attachment Fee or other charges paid by Licensee pursuant to Appendix A. Licensee's Affiliate, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping but shall not be required to pay a separate Attachment Fee, as defined in Article III, Paragraph B, for such Overlapped Attachment.
3. If Overlapping is required to accommodate facilities of a third party, such third party must obtain Permits and enter into a license agreement with Utility. No such Permits to third parties may be granted by Utility allowing Overlapping of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlapping. Overlapping performed under this Article II, Paragraph M.3. shall not increase the Attachment Fees or other charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.
4. Make-Ready procedures set forth in Article VII shall apply, as necessary, to all Overlapping.

**ARTICLE III  
FEES AND CHARGES**

- A. Appendix A. Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified herein.
- B. Annual Attachment Fee.
1. Licensee shall pay to Utility an annual "Attachment Fee" on a per-Pole basis at the rate specified in Appendix A. Utility shall invoice Licensee for such Attachment Fee semi-annually on a forward-looking basis, billing Licensee for half the annual Attachment Fee in January for the first half of the year (i.e., January through June) and in July for the second half of the year (i.e., July through December).
  2. The Attachment Fee for a New Attachment shall commence as of the beginning of the billing cycle during which the Permit for such Attachment was issued. The Attachment Fee for Prior Attachments shall commence on the date specified in Appendix A of this Agreement.
- C. Payment. Licensee shall pay invoices for any fee or charge as specified in Appendix A within forty-five (45) days after Licensee's receipt thereof.
- D. Late Charge. If Licensee fails to pay any amount owed under this Agreement within thirty (30) days after it becomes due, Licensee, upon receipt of ten (10) days' written notice, shall pay interest to Utility, at the rate of two percent (2%) per month, on the amount due, unless otherwise prohibited by state law.
- E. Change in Fees/Charges. Utility may change the Base Attachment Fee Rate it charges Licensee (as defined on Appendix A) and the fees and charges derived therefrom in accordance with Appendix A and shall give Licensee sixty (60) days' written notice of its intent to change such rate, fees and charges. Any change that Utility makes in the Base Attachment Fee Rate shall be based on a commensurate change in Utility's Pole costs. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement within sixty (60) days if the change in fees and charges is not acceptable to Licensee by giving Utility written notice of its election to terminate this Agreement at least ten (10) days prior to the end of the sixty (60) day period. All fees and charges contained in Appendix A are in effect and payable until adjusted.

- F. Payment of Make-Ready Work. Licensee will be responsible for payment to Utility of all Make-Ready Work required to accommodate Licensee's Communications Facilities.
- G. Advance Payment.
1. At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including but not limited to, administrative expenses (to the extent not included in the Attachment Fee rate) and construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles VI and VII below.
  2. Wherever Utility at its discretion requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost. Where, however, the actual cost exceeds the estimated cost by ten percent (10%) or more and where Licensee disputes that cost and has requested the dispute be resolved under Article XXIII, Licensee may withhold payment of any amount greater than 110% of the estimate until the dispute is resolved in accordance with Article XXIII. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost.
- H. Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, and engineering costs and administrative costs (to the extent not included in the Attachment Fee rate) and applicable overheads. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities.
- I. Work Performed by Utility. Wherever this Agreement requires Utility to perform any work, Licensee acknowledges and agrees that Utility may at its sole discretion utilize its own employees or contractors, or any combination of the two to perform such work.
- J. Default for Nonpayment. Nonpayment of any amount due under this Agreement beyond ninety (90) days from the due date shall constitute a default of this Agreement.

## ARTICLE IV SPECIFICATIONS

- A. Installation/Maintenance of Communications Facilities. Licensee shall be responsible for the installation, maintenance and repair of its Communications Facilities which shall be installed and maintained in accordance with all Applicable Standards. Utility reserves the right to have its inspector on-site at the time Attachments are made, at no additional cost to Licensee.
  
- B. Tagging. Licensee shall Tag all of its Communications Facilities as specified in Appendix B (Drawing B-7) upon installation of such Facilities and, with regard to Prior Attachment(s), when Licensee performs maintenance, repair or upgrade work on such Prior Attachments (such work does not include installation of customer service drop equipment or other customer service drop requirements). If, after written notice and a thirty (30) day opportunity to cure, Licensee fails to Tag its Communications Facilities in accordance with this Article IV, Paragraph B, License shall be subject to the Failure to Tag Charge set out in Appendix A.
  
- C. Interference. Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the use or operation of any Utility Facilities or the Attachments of any authorized user of Utility's Poles.
  
- D. Protective Equipment. Licensee, its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor. Except as provided in Article XIV, Paragraph A, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or Licensee's customers' facilities.
  
- E. Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility may at its own option correct said conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or pose an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first

giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Utility for all reasonable costs Utility incurs taking action under this subsection.

- F. Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to a Permit within ninety (90) days of the effective date of such right and any extension thereof, Utility may use the space scheduled for Licensee's Attachment. Utility shall grant an extension where Licensee demonstrates that events beyond its control prevented Licensee from exercising any such access right. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.
- G. Removal of Nonfunctional Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph G. Except as otherwise provided, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove such Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). Licensee must give Utility notice of any Nonfunctional Attachments as provided in Article VI, Paragraph I.2.

## ARTICLE V PRIVATE AND REGULATORY COMPLIANCE

- A. Necessary Authorizations. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of Utility's Poles. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article V include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse Utility for all loss and expense, including reasonable attorneys' fees,

that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles.

- B. Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable local, state and federal laws.
- C. Forfeiture of Utility's Rights. Utility may deny Licensee's request for a Permit to attach to a Pole if granting the request would result in a forfeiture of Utility's right to maintain its Pole in its current location. Utility may also revoke a Permit if the presence of Licensee's Communications Facilities on a Pole would cause such a forfeiture. In that event, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. Such notice shall provide an explanation as to the Utility's potential forfeiture of its right to maintain the Pole at issue. If Licensee fails to remove its Facilities within sixty (60) calendar days after Licensee's receipt of the written notice or such other longer time period as the parties may agree, Utility shall have the right to remove such Facilities at Licensee's sole expense. If removal by Utility is impracticable, the affected Attachments shall be subject to the Failure to Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed.
- D. Effect of Consent to Construction/Maintenance. Consent by Utility to the construction or maintenance of any Attachments of Licensee shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments. It is Licensee's responsibility to obtain all necessary approvals from all appropriate parties or agencies.

## **ARTICLE VI PERMIT AND NOTIFICATION PROCEDURES**

- A. Permit Required. Licensee shall not install any Attachments on any Pole without first applying for and obtaining a Permit, using the short form or long form Permit Application, as directed by Utility (forms are contained in Appendix B). If Licensee maintains any Prior Attachment(s) on Utility's Poles, it shall within six (6) months of the execution of this Agreement apply for a Blanket Permit for all such Prior Attachments; however, Utility shall waive the Pre-Permit Survey requirements of Appendix B and Article VI, Paragraph C for all such Prior Attachments. Attachments to or rights to occupy other Utility Facilities not covered by this Agreement must be separately negotiated.

- B. Permits for Overlapping. As set out in Article II, Paragraph M, Permits are required for any Overlapping allowed under this Agreement, and Licensee shall complete a short form or long form Permit Application (forms are contained in Appendix B), as directed by Utility, and pay any necessary Make-Ready Work costs.
- C. Pre-Permit Survey. As part of the Permit Application process, Licensee must conduct and, where required by Utility, submit a Pre-Permit Survey. Licensee must also certify that Licensee's Communications Facilities can be installed on the identified Poles in compliance with all Applicable Standards. Such certification must be made by one of the following:
1. A professional engineer with experience with electric utility facilities;
  2. The head of Licensee's engineering department; or
  3. A person who has been preapproved by Utility to provide such certification on behalf of Licensee.

Utility shall waive the requirements of this Article VI, Paragraph C with respect to those service drops that do not come within the definition of Attachment.

- D. Utility Review of Permit Application. Utility shall use its best efforts to act on a Permit request for a New Attachment within forty-five (45) days of the receipt of a completed Permit Application. Upon receipt of a complete and properly executed Permit Application (see Appendix B, Pole Attachment Application Procedure), Utility will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including unusual engineering or Make-Ready requirements associated with the Application. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- E. Expedited Process. Utility shall cooperate with Licensee to expedite the permitting process where the proposed Attachment is necessary to restore service or prevent an imminent service outage on Licensee's system. Utility may also establish an expedited permitting process for the installation of service drops that are Attachments.
- F. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, such work shall be performed in accordance with Article VII.

- G. Permit as Authorization to Attach / Blanket Permit Application. After receipt of payment for any necessary Make-Ready Work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s). A Blanket Permit Application signed and returned to Licensee by Utility shall be Licensee's authorization to maintain all Attachments listed on such Application.
- H. Risers, Service Drops, J-Hooks, Vertical Grounds. No Permit is required for Risers, J-hooks, vertical grounds or for service drops that are not considered Attachments. All Risers shall be installed in compliance with the specifications set out in Appendix B (Drawing B-5).
- I. Reporting Requirements. Concurrently with Licensee's Attachment Fee payments and using the reporting form contained in Appendix B, Licensee shall report the following to Utility:
1. The Poles on which Licensee has installed, during the relevant reporting period, Risers, J-hooks, vertical grounds and service drops, where no Permit was required.
  2. All Attachments which have become non-functional during the relevant reporting period. The report shall identify the Pole on which the Nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
  3. Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Article XI, Paragraph C.

## ARTICLE VII MAKE-READY WORK/INSTALLATION

- A. Estimate for Make-Ready Work. In the event Utility determines after review of the Permit Application that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, Utility will advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.



- B. Payment of Make-Ready Work. Upon completion of the Make-Ready Work, Licensee shall pay Utility's actual cost of such Make-Ready Work. Utility at its discretion may require payment in advance based upon the estimated cost of Make-Ready Work.
- C. Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by Utility or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) days of Licensee's request for attachment, Licensee may, with Utility's written consent, employ a contractor approved by Utility to perform such work.
- D. Scheduling of Make-Ready Work. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein is intended, however, to require performance of Licensee's work before other scheduled work of the Utility.
- E. Licensee's Installation/Removal/Maintenance Work.
1. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely or materially affect the structural integrity of Utility's Poles or Utility Facilities or any other facilities or equipment attached thereto.
  2. All of Licensee's installation, removal and maintenance work performed on Utility's Poles or in the vicinity of other Utility Facilities, by either Licensee's own employees or contractors, shall be in compliance with all Applicable Standards. Licensee shall assure that any person installing, maintaining, or removing Licensee's Communications Facilities be duly qualified and familiar with all Applicable Standards, the provisions of Article XV (duties, responsibilities, and exculpation) and Article XVI (insurance requirements), and the Minimum Design Specifications contained in Appendix B.

## ARTICLE VIII TRANSFERS

- A. Required Transfers of Licensee's Communications Facilities. If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Licensee agrees to allow such transfer. In such instances, Licensee may transfer its Communications Facilities at its own expense within forty (40) days after receiving notice from Utility. If Licensee fails to transfer its Communications Facilities within said period or any extension thereof granted by Utility, Utility shall have the right to transfer Licensee's Communications Facilities using its own personnel or contractors at Licensee's expense. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Article XIV, Paragraph A. If Licensee fails to transfer its Communications Facilities within the required time period and it is impracticable for Utility to transfer such Communications Facilities itself, Licensee shall be subject to the Failure to Transfer Facilities Charge set out in Appendix A.
- B. Billing for Transfers Performed by Utility. If Utility performs the transfer(s), Utility will bill Licensee for its actual costs in accordance with Article IX, Paragraph B, including any administrative costs not already included in the Attachment Fee rate. Licensee shall reimburse Utility within forty-five (45) days of the receipt of the invoice.

## ARTICLE IX POLE MODIFICATIONS AND/OR REPLACEMENTS

- A. Licensee's Action Requiring Modification/Replacement. In the event that any Pole to which Licensee desires to make an Attachment is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the changes necessary to provide an adequate Pole, including but not limited to replacement or extension of the Pole and rearrangement or transfer of Utility's Facilities. As provided in Article VII, Paragraph A, Utility shall provide Licensee with an estimate of the costs for the replacement or modification of the Pole, including the costs associated with transferring Utility's Facilities (i.e., Make-Ready Work costs). If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of making the required changes in accordance with Article VII. Utility may in its discretion require advance payment.
- B. Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Communications Facilities or the modification or replacement of a Pole

(including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility or Licensee or other Attaching Entity on the following basis:

1. If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the rearrangement or transfer of its own Communications Facilities. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. If Licensee elects to add to or modify its Communications Facilities within one (1) year after receiving such notice, Licensee shall bear a pro-rata share of the costs incurred by Utility in making the space on the Poles accessible to Licensee. The notification requirement of this Article IX, Paragraph B.1. shall not apply to routine maintenance or emergency situations.
2. If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for the cost to transfer or rearrange such Entities' Facilities at the time Licensee submits a Permit Application to Utility. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this provision.
3. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement and such Attaching Entity shall be responsible for the costs associated with transferring or rearranging Licensee's Communications Facilities except as otherwise provided in this Agreement. Upon written notice from Utility or the Attaching Entity, provided such Attaching Entity agrees in writing to pay Licensee's costs, Licensee shall promptly perform any transfer or

rearrangement of Licensee's Attachments necessary to accommodate the other Attaching Entity's Attachments to the Pole. If Licensee fails to perform such transfer or rearrangement within forty (40) days from the date of written notice from Utility, or written notice and agreement to pay from the other Attaching Entity, Utility or the other Attaching Entity shall have the right, but not the obligation, to perform the transfer or rearrangement. In the event Utility performs the transfer or rearrangement, Utility may charge Licensee, and Licensee shall be obligated to pay Utility for the cost of performing such work. Except as otherwise provided in this Agreement, Licensee shall not be required to make any transfer or rearrangement at the request of another Attaching Entity unless and until the other Attaching Entity has made arrangements in writing with Licensee to pay for the cost of the transfer or rearrangement.

4. If a Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of rearranging or transferring Licensee's Communications Facilities.

- C. Treatment of Multiple Requests for Same Pole. If Utility receives Permit Applications for the same Pole from two (2) or more prospective licensees within sixty (60) days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such licensees the applicable costs associated with such modification or replacement.
- D. Strengthening/Guying. Any strengthening of Poles through the use of guying to accommodate Licensee's Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility as specified in Appendix B.
- E. Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate its Facilities on a Pole for the benefit of Licensee.

**ARTICLE X**  
**RELOCATION AND REMOVAL OF POLES**

- A. Notice of Relocation or Removal of Poles. If Utility desires at any time to relocate or remove without replacing any Poles on which Licensee has Attachments, it shall give Licensee notice in writing to that effect at least forty (40) days prior to the date on which it intends to relocate or remove such Pole. If, following the expiration of said period or any extension thereof granted by Utility, Licensee has not yet removed and/or transferred all of its Communications Facilities therefrom and has not entered into an agreement to purchase the Pole pursuant to Paragraph B of this Article, Utility shall have the right to remove or transfer such Facilities at Licensee's sole expense. If removal or transfer by Utility is impracticable, the affected Attachments shall be subject to the Failure to Remove/Transfer Facilities Charges set out in Appendix A until the affected Attachments are actually removed or transferred. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Communications Facilities.
- B. Option to Purchase Abandoned Poles. Should Utility desire to abandon, rather than remove, any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a rate negotiated with Utility. Licensee must notify Utility in writing within twenty-one (21) days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals allowing Licensee to independently own and access the Pole within forty-five (45) days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) days, Licensee must remove its Attachments as required under Paragraph A of this Article.
- C. Required Removal of Poles. Upon receipt of not less than thirty (30) days prior written notice from Utility to Licensee that any Pole must be removed by reason of any federal, state, county, municipal or other governmental requirement, or the requirement of a property owner, the license covering the use of such Pole shall terminate and Licensee's Communications Facilities shall be removed promptly from the Pole(s). If Licensee fails to remove its Communications Facilities from such Pole(s), Utility shall have the right to remove Licensee's Facilities at Licensee's sole expense at the same time Utility removes the affected Pole(s). If removal by Utility is impracticable, the affected Attachments shall be subject to

the Failure to Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed.

## **ARTICLE XI TERMINATION OF PERMIT**

- A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole covered by the Permit or when Licensee surrenders a Permit pursuant to Paragraph C of this Article.
  
- B. Right to Cancel. Utility retains the right to cancel, with thirty (30) days' written notice, any Attachment Permit not utilized by placement of Licensee's Communications Facilities thereon within twelve (12) months of the Permit issue date.
  
- C. Surrender of Permit. Licensee may at any time surrender any Permit for any of its Attachments and may remove its Communications Facilities from the affected Pole(s), provided however that before commencing any such removal Licensee must obtain Utility's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XVI. No refund of any fees or costs will be made upon removal.

## **ARTICLE XII INSPECTIONS OF LICENSEE'S FACILITIES/INVENTORIES**

- A. Inspection of Prior Attachments.
  - 1. Periodic Inspections. No more often than once every twelve (12) months, Utility may inspect up to ten percent (10%) of the Poles on which Licensee has Prior Attachments, utilizing Utility's own employees or contractors. Except as otherwise provided in Article XII, Paragraph A.4., Licensee shall reimburse Utility for the costs of such inspection, allocated on a pro rata basis among Utility and all Attaching Entities with equipment on the inspected Pole(s); provided, however, that Licensee's reimbursement obligation shall not exceed Forty Dollars (\$40.00) per inspected Pole.

2. Purpose. The purpose of the inspection is to determine whether such Poles and the Attachments on such Poles comply with the applicable edition of the NESC (“Applicable Code”), including pole loading, pole strength, and line clearance requirements.
3. Duty of Compliance. Licensee agrees to bring any of its Prior Attachments into full compliance with the Applicable Code in the event that any inspection results in a finding by Utility that any of Licensee’s Prior Attachments do not fully comply with the Applicable Code. Licensee shall bring such Attachment(s) into compliance with this Agreement within thirty (30) days of receipt of notice from Utility or within such other time period agreed to by the parties.
4. Remediation. The cost to bring any Pole or Attachment inspected under this Article XII, Paragraph A into compliance with the Applicable Code shall be shared equally among Utility, Licensee, and any other Attaching Entities on such Pole, unless Utility determines that one entity with equipment on the Pole is responsible for the noncompliance, in which case the responsible entity shall pay for the remediation costs attributable to its noncompliance and shall reimburse Utility for any and all costs incurred by Utility to inspect the affected Pole or Attachment. Licensee agrees that it shall pay such remediation and inspection costs when Utility determines that Licensee is the entity responsible for the noncompliance.

B. Inspection of New Attachments.

1. Utility's Right to Inspect New Attachments. Utility has the right at any time to inspect Licensee's New Attachments. The purpose of the inspection will be to determine whether Licensee's Attachments comply with all Applicable Standards. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received. Licensee may have its own personnel present during any such inspections.
2. Inspection Costs. Licensee shall reimburse Utility for the actual costs Utility incurs in inspecting any of Licensee’s New Attachments when the inspection reveals a failure to comply with all Applicable Standards.
3. Duty of Full Compliance. Licensee agrees to bring any of its Attachments into full compliance with all Applicable Standards, at its sole expense, in

the event that any inspection results in a finding by Utility that such New Attachment does not fully comply with all Applicable Standards. Licensee shall bring such Attachment(s) into compliance with this Agreement within thirty (30) days of receipt of notice from Utility or within such other time period agreed to by the parties.

- C. No Liability. The making of any inspections under this Article XII, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.
- D. Inventories. Inventories of all Licensee's Attachments on Poles shall be performed as necessary to implement the terms of this Agreement. Licensee and Utility shall determine by mutual agreement who shall perform such inventories, when they shall be performed, and who shall bear the expense of the inventories. If Licensee performs the inventory, it shall be in a format agreed upon by Licensee and Utility.

### ARTICLE XIII UNAUTHORIZED OCCUPANCY OR ACCESS

- A. Unauthorized Attachment Charge. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued and remains in effect, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Charge (as specified in Appendix A), which Charge shall be paid based on (1) one year's presumed occupancy. In the event Licensee fails to pay such Charge within thirty (30) days of receiving notification thereof, Utility has the right to remove such Communications Facilities at Licensee's expense. Upon payment of the Unauthorized Attachment Charge, Licensee shall be permitted to seek a Permit for any such unauthorized Attachment.
- B. No Ratification of Unauthorized Attachment. No act or failure to act by Utility with regard to such unauthorized Attachment shall be deemed as ratification of the unauthorized Attachment and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to such unauthorized Attachment from its inception.



**ARTICLE XIV  
LIABILITY AND DAMAGES**

- A. Liability. Utility reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. Each party to this Agreement shall exercise reasonable precaution to avoid damaging the other party's facilities and shall make an immediate report to the other of the occurrence of any such damage caused by the reporting party's employees, agents or contractors. Subject to Article XIV, Paragraph C, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of Licensee's facilities damaged by the negligence of Utility, its employees, agents, or contractors. Licensee also agrees to reimburse Utility for all reasonable costs incurred by Utility for the physical repair of Utility's facilities damaged by the negligence of Licensee, its employees, agents or contractors. Neither party, however, shall be liable to the other party for any fines, penalties, claims or damages stemming from the interruption of or interference with the other party's service (including without limitation special, indirect, punitive, or consequential damages).
1. Licensee further agrees subject to Article XIV, Paragraph A.2. (i) to reimburse any Attaching Entity that is not a party hereto for all reasonable costs incurred by that non-party Attaching Entity for the physical repair of that non-party Attaching Entity's facilities damaged by the negligence of Licensee, its employees, agents or contractors, and (ii) that Licensee shall not in any manner seek to hold a non-party Attaching Entity liable for any fines, penalties, claims or damages stemming from the interruption of or interference with Licensee's service (including without limitation special, indirect, punitive or consequential damages). Subject to Article XIV, Paragraph A.2., each such non-party Attaching Entity is explicitly made a third-party beneficiary of this Article XIV, Paragraph A.1.
  2. Article XIV, Paragraph A.1., shall be null and void and unenforceable by or with respect to any non-party Attaching Entity, except to the extent that such non-party Attaching Entity has entered into a licensing agreement with Utility that contains a provision identical to Article XIV, Paragraph A.1., that provides Licensee with the same benefits and rights as those conferred upon non-party Attaching Entities by Article XIV, Paragraph A.1., and that is fully and equally enforceable by or for the benefit of Licensee as is Article XIV, Paragraph A.1.

- B. Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any Hazardous Substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any Hazardous Substances in violation of state or federal law now or hereafter in effect including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such Hazardous Substances.
- C. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of the provisions of Wis. Stat. § 893.80, or any other applicable limits on municipal liability.

**ARTICLE XV  
DUTIES, RESPONSIBILITIES, AND EXCULPATION**

- A. Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or the premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding the Poles.
- B. Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- C. **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- D. Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled, and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify Utility immediately if labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility.
- E. Duty to Supervise. The parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other equipment of Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Licensee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- F. Requests to De-energize. In the event Utility de-energizes any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. Before Utility deenergizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- G. Interruption of Service. In the event that Licensee shall cause an interruption of service by damaging or interfering with any equipment of Utility, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- H. Duty to Inform. Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM

ELECTROCUTION) inherent in the work necessary to make installations and removals and to engage in operations on Utility's Poles by Licensee's employees, servants, agents, contractors or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

## **ARTICLE XVI INSURANCE**

- A. Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
1. **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
  2. **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.
  3. **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
  4. **Umbrella Liability Insurance.** Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

5. Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as “extended coverage” insurance, or shall self-insure such exposures.
- B. Qualification; Priority; Contractors’ Coverage. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an “A” or better rating in Best’s Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers’ compensation, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.
- C. Certificate of Insurance; Other Requirements.
1. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificates shall reference this Agreement and workers’ compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) days’ advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
  2. Utility, in the name of its municipality, shall be named as an “Additional Insured” under all of the policies, except workers’ compensation, which shall be so stated on the Certificate of Insurance. However, nothing in this Paragraph C. 2. shall be interpreted to require that any insurance policy indemnify any Additional Insured against any negligent acts or omissions of any Additional Insured.
  3. All policies, other than workers’ compensation, shall be written on an occurrence and not on a claims-made basis. Utility, at its option, may

permit use of a claims-made policy, but only under the following conditions:

- a. Utility, prior to the execution of this Agreement, consents in writing to the use of a claims-made policy; and
  - b. Licensee agrees to maintain such claims-made policy at all times during and for a period of ten (10) years immediately following the term of this Agreement.
4. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed by Utility. Licensee shall defend, indemnify and hold harmless Utility from and against payment of any deductible and payment of any premium on any policy required under this Article.
- D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.
- E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Utility's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or contractor's employees, servants or agents.
- F. Deductible/Self-insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.
- G. Self-Insurance. Licensee may self-insure the risks required to be insured under this Agreement provided that Licensee has a minimum net worth of Two Hundred Fifty Million dollars (\$250,000,000.00). Upon request of Utility, Licensee shall furnish evidence of the foregoing net worth. In the event Licensee elects to self-insure, Licensee shall indemnify and hold harmless Utility for the same risks, to

the same extent, and in the same matters as would the insurer had Licensee provided the insurances required in this Article XVI.

**ARTICLE XVII  
AUTHORIZATION NOT EXCLUSIVE**

Utility shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

**ARTICLE XVIII  
ASSIGNMENT**

- A. Limitations on Assignment. Licensee shall not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Utility, which consent shall not be unreasonably withheld or delayed. It shall be unreasonable for Utility to withhold or delay consent to an assignment of all of Licensee's interests in the Agreement to its Affiliate or to an assignment made in connection with the pledge of Licensee's assets subject to the Agreement as security for any Licensee financing with financial institutions.
- B. Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article XVIII shall be allowed until the assignee or transferee (including assignment or transfer to any assignee or transferee described in Article XVIII, Paragraph A) becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer under this Agreement, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by Utility.
- C. Sub-licensing. Without Utility's prior written consent, Licensee shall not sub-license any rights under this Agreement to a third party (including Licensee's Affiliate(s)), including but not limited to allowing third parties to place Attachments on Utility's Poles, including Overlashing, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of

dark fiber) that involves no additional Attachment or Overlapping is not subject to the provisions of this Article XVIII, Paragraph C.

### **ARTICLE XIX FAILURE TO ENFORCE**

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

### **ARTICLE XX DEFAULT**

- A. Utility's Right to Terminate. Notwithstanding Utility's rights under Article XI, Utility shall have the right, pursuant to the procedure set out in Article XX, Paragraph B, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any material term or condition of this Agreement, including but not limited to the following circumstances:
1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
  2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority; or
  3. Licensee is in violation of any other agreement with the municipality owning Utility; or
  4. Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article XVI.
- B. Opportunity to Cure/Termination. Utility will notify Licensee in writing within ten (10) days, or as soon as reasonably practicable, of any condition(s) applicable to Article XX, Paragraph A. Licensee shall take immediate corrective action to eliminate any such condition(s) within fifteen (15) days, or such longer period mutually agreed to by the parties, and shall confirm in writing to Utility that the cited condition(s) has(have) ceased or been corrected. If Licensee fails to



discontinue or correct such condition(s) and/or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s). In the event of such termination, Licensee shall remove its Communications Facilities from the affected Pole(s) within sixty (60) days of such termination. If Licensee fails to remove its Facilities within that sixty (60) day period or such other longer time period as the parties may agree, Utility shall have the right to remove such Facilities at Licensee's sole expense. If removal by Utility is impracticable, the affected Attachments shall be subject to the Failure to Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed.

## **ARTICLE XXI TERM OF AGREEMENT**

- A. Term/Termination. This Agreement shall become effective as of the Effective Date, and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term of five (5) years. Either party to this Agreement may terminate this Agreement at the end of the initial term by giving to the other party written notice of an intention to terminate this Agreement at least one (1) year prior to the end of such term. Upon failure to give such notice, this Agreement shall automatically continue in force until terminated by either party after one (1) year's written notice.
- B. Removal. On termination of this Agreement pursuant to Paragraph A, Licensee shall remove its Communications Facilities from Utility's Poles within sixty (60) days of such termination, except that Utility shall extend this period where the following conditions are met: Licensee is negotiating a new agreement with Utility in good faith and Licensee is not in default under this Agreement. Until such a new agreement is executed, Licensee shall continue to make all required payments under this Agreement and Licensee shall be subject to all other obligations and requirements of this Agreement during such period. If Licensee fails to remove its Facilities as required by this Paragraph B, Utility shall have the right to remove such Facilities at Licensee's sole expense. If removal by Utility is impracticable, the affected Attachments shall be subject to the Failure to Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed.
- C. Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Communications Facilities.

**ARTICLE XXII**  
**PERFORMANCE BOND**

On execution of this Agreement, Licensee shall provide to Utility a performance bond in the amount of Fifteen Thousand Dollars (\$15,000). The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, charges or fees due to Utility which arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about Utility's Poles. Utility may, at its option, waive the performance bond when warranted based on Licensee's prior performance.

**ARTICLE XXIII**  
**DISPUTE RESOLUTION**

- A. Unresolved Disputes. A dispute between Licensee and Utility regarding any matter relating to the administration of this Agreement shall be resolved in accordance with this Article XXIII.
- B. Initial Meeting. A meeting shall be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute.
- C. Alternative Dispute Resolution.
1. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of them (the "Neutral"), seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within forty (40) days of their initial meeting. The fees of the Neutral shall be shared equally by Licensee and Utility.
  2. In consultation with the Neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") to be held in the municipality in which Utility is located, by which they will attempt to resolve the dispute. In consultation with the Neutral, the parties will also select a date and time for the ADR to be held and a date by which the ADR will be completed. The Neutral will make the decision as to the procedure, the date and time, and the date of completion if the parties have been unable to agree on any such matters within ten (10) days after initial consultation with the Neutral.

3. The parties involved in the dispute shall participate in good faith in the ADR to its conclusion as designated by the Neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may elect to resolve the dispute by arbitration under Article XXIII, Paragraph D of this Agreement, or if the parties do not agree to have the dispute resolved by binding arbitration, the dispute may be resolved by litigation, either before a state court or before the Public Service Commission of Wisconsin, whichever would have jurisdiction over the dispute.

D. Binding Arbitration. In the event the procedures of Article XXIII, Paragraphs B and C do not resolve the dispute and the parties agree to resolve the dispute by binding arbitration, the dispute shall be resolved under this Paragraph D, rather than by litigation. The following procedures and requirements shall apply to any arbitration hereunder.

1. Such arbitration shall be conducted before a panel of three arbitrators (or if the parties agree, by a single arbitrator) selected by the parties, or in the event the parties are unable to agree, by the American Arbitration Association, and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualifications that: (a) the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration; and (b) the parties may utilize discovery to the same extent as afforded by the Federal Rules of Civil Procedure in effect at the time.
2. The notice of the party electing arbitration shall conform to the procedures of the American Arbitration Association and shall include a statement of the facts or circumstances causing the controversy and the resolution, determination or relief sought by the party desiring arbitration.
3. Before the matter is presented to the arbitrators, a conference shall be held to attempt to resolve the controversy or if that is not possible, to stipulate as many facts as possible and to clarify and narrow the issues to be submitted to arbitration.
4. The arbitrators shall have no authority, power or jurisdiction to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement or to decide any issues other than the issues or controversies set forth in the notice or notices instituting the arbitration.

5. The decision or award of the arbitrators shall be final and binding upon the parties and the parties shall do such acts as the arbitrators' decision or award may require of them. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction and execution issued thereon. This provision shall survive the termination of this Agreement.
6. The costs of the arbitration shall be borne by the party against which an issue is determined, unless the arbitrators find another assignment of responsibility would be more equitable, in which case the arbitrators' decision on the assignment of costs shall be binding on the parties.

**ARTICLE XXIV  
MISCELLANEOUS**

- A. Amending Agreement. Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- B. Notices. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, to:  
Stoughton Municipal Electric Utility  
600 South Fourth Street  
P.O. Box 383  
Stoughton, Wisconsin 53589  
Attn: Utilities Director  
608-873-3379

If to Licensee, to:  
Charter Communications  
5618 Odana Road  
Madison, WI 53719  
Attn: Vice President of Operations  
608-274-3822

or to such other address as either party may, from time to time, give the other party in writing.

- C. Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's Communications Facilities on Poles within the geographical operating area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
- D. Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.
- E. Governing Law. The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Wisconsin.
- F. Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

CITY OF STOUGHTON, ACTING THROUGH  
THE STOUGHTON UTILITIES COMMITTEE

BY: Robert E. Barnett, Jr.  
Robert E. Barnett, Jr.

TITLE: Mayor, City of Stoughton

CHARTER COMMUNICATIONS

BY: M. Celeste Kessinger

TITLE: Vice President

**APPENDIX A  
FOR  
LICENSING AGREEMENT FOR  
COMMUNICATIONS ATTACHMENTS TO UTILITY POLES  
BETWEEN CITY OF STOUGHTON AND  
CHARTER COMMUNICATIONS**

**POLE ATTACHMENT FEES AND CHARGES**

**APPENDIX A  
FOR  
LICENSING AGREEMENT FOR  
COMMUNICATIONS ATTACHMENTS TO UTILITY POLES  
BETWEEN CITY OF STOUGHTON AND CHARTER COMMUNICATIONS  
POLE ATTACHMENT FEES AND CHARGES**

Permit Application Processing Fee	\$75.00 per application (may include multiple attachment requests)
Pre-Permit Survey Fee	Utility's actual costs if it performs Pre-Permit Survey
Make-Ready Charges	Utility's actual costs in performing Make-Ready Work
Inspection Fee	The allocation of inspection costs shall be in accordance with Article XII of this Agreement.
Base Attachment Fee Rate* (i.e. annual Attachment Fee rate and annual escalator)	Annual Attachment Fee rate: \$15.00 Annual Escalator: 3%
*The Base Attachment Fee Rate is to be implemented according to the following Rate Schedule.	
Rate Schedule  (Annual Attachment Fee rate to be applied on a per-Pole basis)	1/01 to 6/01 current rate 7/01 to 12/01 \$15.00 1/02 to 12/02 \$15.45 1/03 to 12/03 \$15.91 1/04 to 12/04 \$16.39 1/05 to 12/05 \$16.88 1/06 to 12/06 to be determined*  *Effective no earlier than January 1, 2006, Utility may change the Base Attachment Fee Rate in accordance with this Appendix A and Article III, Paragraph E or allow the annual Attachment Fee rate to continue to escalate under the annual escalator. The Base Attachment Fee Rate may not be changed more often than once in a 5-year period; however, once the Base Attachment Fee Rate is changed, Utility may not change such Rate again for another 5 years, and so on while this Agreement is still in effect.
Unauthorized Attachment Charge	3 times the annual Attachment Fee rate then in effect, per occurrence

Failure to Tag Charge	1/4 the annual Attachment Fee rate then in effect, per occurrence
Failure to Transfer Facilities Charge	1/4 annual Attachment Fee rate then in effect, per day, per Pole
Failure to Remove Facilities Charge	1/4 annual Attachment Fee rate then in effect, per day, per Pole

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**APPENDIX B  
FOR  
LICENSING AGREEMENT FOR  
COMMUNICATIONS ATTACHMENTS TO UTILITY POLES  
BETWEEN CITY OF STOUGHTON AND  
CHARTER COMMUNICATIONS**

**POLE ATTACHMENT APPLICATION PROCEDURE  
AND MINIMUM DESIGN SPECIFICATIONS**

**APPENDIX B  
FOR  
LICENSING AGREEMENT FOR  
COMMUNICATIONS ATTACHMENTS TO UTILITY POLES  
BETWEEN CITY OF STOUGHTON AND  
CHARTER COMMUNICATIONS**

**POLE ATTACHMENT APPLICATION PROCEDURE  
AND MINIMUM DESIGN SPECIFICATIONS**

The following procedure is to be followed by all Licensees under the Pole Attachment Licensing Agreement (“Agreement”) seeking to make New Attachments on Utility’s Poles. Note: no entity may make any New Attachments to Utility’s Poles without having first entered into the Agreement. To receive authorization under the Agreement for Attachments existing as of the date the Agreement is executed, all Licensees must follow the procedures for the blanket Permit application.

**NEW ATTACHMENTS**

1. A Licensee seeking to make new Attachment(s) shall obtain a long-form or short-form Permit application from Utility. Sample Permit applications are included in this Appendix B.
2. Licensee shall complete a Pre-Permit Survey which will review the design of the proposed Attachment(s) to determine the feasibility of the request and identify any necessary make ready-work to accommodate the Attachment(s). The Survey must be certified by a professional engineer experienced with electric utilities; the head of Licensee’s engineering department; or any other individual pre-approved by Utility to issue the certification. Minimum design review information and model worksheets incorporating required specifications necessary to complete the Pre-Permit Survey are included in Appendix B.
3. Licensee must also meet specifications indicated in the special construction detail drawings (B-1 through B-11) contained in this Appendix B. These drawings include the following:
  - Overhead Minimum Clearances (Drawings B-1 and B-2)
  - Grounding Connections (Drawing B-3)
  - Guy Wire Clearances (Drawing B-4)
  - 120/240 Volt Power Service (Drawing B-5)
  - Minimum Clearance to Service & Roadway (Drawing B-6)
  - Pole Tag Requirements (Drawing B-7)
  - Attachments at Transformer Poles, including Risers (Drawing B-8)
  - Alternate Transformer Pole Attachments, including Risers (Drawing B-9)
  - Pole Step Requirements (Drawing B-10)
  - Joint Cable Installation (Drawing B-11)

Note: The most recent set of drawings was issued on November 14, 2000. These drawings may be periodically revised by Utility and incorporated into subsequent pole agreements.

4. Licensee shall submit the completed Permit application. If submitting the long form Permit application, the Licensee will include a copy of the Pre-Permit Survey design calculations and recommendations on make-ready work. The engineering analysis must be certified by the professional engineer; the head of the Licensee's engineering department; or other individual pre-approved by Utility. If submitting the short form Permit application, the licensee need not include a copy of the Pre-Permit Survey unless specifically requested to do so by Utility.
5. Utility will review the engineering recommendations and discuss any issues with Licensee.
6. Utility will complete the Make-Ready Work.
7. Utility will request payment for Make-Ready Work. Note: payment may be required by Utility in advance, pursuant to Article VII.B of the Agreement.
8. If the application is acceptable, Utility will sign and return the application Permit authorizing Licensee to make its Attachment(s).

#### **PRIOR ATTACHMENTS**

Licensees with Prior Attachments must complete a blanket Permit application form.

To complete a blanket Permit application, Licensees must identify all existing Poles, by Pole number, or, if no pole number exists, by location. Lists of Pole Attachments must be provided in standard electronic spreadsheet or database format. Licensees do not have to perform loading calculations or otherwise complete the Pre-Permit Survey requirements for Prior Attachments listed on the blanket Permit application. However, Licensees may be required to inspect some Prior Attachments in accordance with the Inspection provisions of the Agreement, Article XII, Paragraph A.

**APPLICATION FOR PERMIT: LONG FORM**

Name of Licensee \_\_\_\_\_

Application Date: \_\_\_\_\_

To: [Insert Address of Permitting Department]

Desire to Attach to Poles

Narrative Description of proposed activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the terms and conditions of the Licensing Agreement for Communications Attachments to Utility Poles Between City of Stoughton and Charter Communications dated June 13, 2001 ("Agreement"), Licensee hereby applies for a permit to occupy/and or vacate the Poles in the locations detailed on the attached Field Data Sheets and Map Designs and pursuant to the attached "Minimum Design Review Information."

Licensee hereby verifies that it has made arrangements, in writing (attached) to reimburse all Attaching Entities for any transfers or rearrangements of their facilities that are necessitated by Licensee's attachment request in accordance with Article X, Paragraph B.2 of the Agreement.

The undersigned representative or agent of Licensee hereby certifies that the Pre-Permit Survey has been conducted accurately and that the desired Pole Attachments shall be installed in conformity with Applicable Standards [please check one of the alternatives below and complete appropriate information]:

Engineer: \_\_\_\_\_, Registration # \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Head of the Licensee's engineering department: \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Other (as approved by Utility): \_\_\_\_\_, Title \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_  
[Print or Type]

Title \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Permission is hereby granted to Licensee to attach and/or vacate Poles listed on the attached Field Data Sheets, subject to payment of the necessary Make-Ready Work charges attached.

Utility \_\_\_\_\_  
Approved By \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Email \_\_\_\_\_

**DISTRIBUTION LINE  
MINIMUM REQUIRED DESIGN REVIEW INFORMATION**

The following minimum required design review information (“Design Review Information”) is provided to assist Licensee in completing the required Pre-Permit Survey. Corresponding information must be completed by Licensee with each application for Pole Attachments on Utility’s system. Utility may direct that certain Pole Attachments do not require the submittal of Design Review Information. Such Pole Attachments are noted at the end of this section.

Licensees submitting a long form Permit application must include a report of the completed Pre-Permit Survey which has been certified by a professional engineer registered to practice in the state of Wisconsin and experienced in electric utility system design; the head of Licensee’s engineering department; or other individual pre-approved by Utility. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain the power company’s compliance with NESC Class B construction for a heavy loading district. Licensees submitting a short form Permit application must certify that the Pre-Permit Survey has been completed, but need not include the report with the application.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single phase lines shall be assumed to have been reconducted to 4/0 AWG ACSR (code name Penguin) conductor for both phase and neutral. (If Utility standard size conductor is larger, enter the larger size here.) If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three phase lines shall be assumed to have been reconducted to 4/0 AWG ACSR (code name Penguin) conductor for three (3) phases and neutral. (If Utility standard size conductor is larger, enter the larger size here.) If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole of #4/0 AWG triplex cable, with a messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles.
6. Points of attachment shall be as they actually exist on the poles.
7. Any Utility approved joint anchors shall utilize guy insulators.
8. Licensee shall comply with any Utility safety factors in their designs.

It is Licensee’s responsibility to obtain all necessary permits and provide Utility with a copy of each before work begins on the requested Attachment(s). It is not necessary that these permits be obtained at the time the Permit application is made to Utility. However, Licensee requesting an Attachment must indicate below what permits are necessary, and whether applications for such permits have been made and obtained:

Required Permits:	Permit Application Submitted	Permit Obtained
_____ (y/n) Corp of Engineers	_____ (y/n)	_____ (y/n)
_____ (y/n) DNR	_____ (y/n)	_____ (y/n)
_____ (y/n) Highway - state, county, city	_____ (y/n)	_____ (y/n)
_____ (y/n) Railroad	_____ (y/n)	_____ (y/n)
_____ (y/n) Local zoning boards town boards, etc.	_____ (y/n)	_____ (y/n)
_____ (y/n) Joint use permits, if required	_____ (y/n)	_____ (y/n)

\_\_\_\_\_ (y/n) Notified other pole users \_\_\_\_\_ (y/n) \_\_\_\_\_ (y/n)  
of contacts or crossings

In addition, Licensee must answer the following questions regarding other necessary permits, authorizations and notifications:

Has Licensee obtained pole/anchor easements from land owners?	_____ (y/n)	_____ (n/a)
Has Licensee obtained crossing and overhang permits?	_____ (y/n)	_____ (n/a)
Has Licensee obtained permit to survey on Wisconsin DOT R/W?	_____ (y/n)	_____ (n/a)
Has Licensee completed Wisconsin DOT form EM 405-493?	_____ (y/n)	_____ (n/a)
Has Licensee placed Wisconsin DOT permit number on plans?	_____ (y/n)	_____ (n/a)
Has Licensee notified Wisconsin DOT that licensee will be on R/W?	_____ (y/n)	_____ (n/a)
Has Licensee called Diggers Hotline?	_____ (y/n)	_____ (n/a)
Has Licensee included sag/tension data on proposed cable?	_____ (y/n)	_____ (n/a)
Will Licensee notify Wisconsin DOT when project is complete?	_____ (y/n)	_____ (n/a)

Calculations are based upon \_\_\_\_\_(yr) edition of the NESC and \_\_\_\_\_(yr) editions of the Wisconsin Electrical Code, Volume 1.

Licensee requesting an Attachment shall provide for each Pole to which an Attachment is requested the following information:

Project ID	_____
Pole number	_____ (if pole tag missing contact Utility)
Pole class	_____ (existing - i.e. 4, 3, 2...)
Pole size	_____ (existing - i.e. 35, 40...)
Pole type (if known)	_____ (Southern Yellow Pine, Douglas Fir,...)
Pole fore span	_____ (feet)
Pole back span	_____ (feet)

Calculated bending moment at ground level: \_\_\_\_\_ (ft-lbs)

**Existing:**

Power phase cond.	_____ qty of _____ AWG	@ _____ feet AGL
Power neutral cond.	_____ qty of _____ AWG	@ _____ feet AGL
Power sec. cond.	_____ qty of _____ AWG	@ _____ feet AGL
Telco #1 cables	_____ qty of _____	dia. @ _____ feet AGL
CATV #2 cables	_____ qty of _____	dia. @ _____ feet AGL
User #3 cables	_____ qty of _____	dia. @ _____ feet AGL
User #4 cables	_____ qty of _____	dia. @ _____ feet AGL
User #5 cables	_____ qty of _____	dia. @ _____ feet AGL
User #6 cables	_____ qty of _____	dia. @ _____ feet AGL

**Proposed:**

Proposed cables	_____ qty of _____	dia. @ _____ feet AGL
Proposed cables	_____ qty of _____	dia. @ _____ feet AGL

AGL = Above ground level

The minimum vertical clearance under all loading conditions for the proposed cable and ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance.

Calculated bending moment at ground level: \_\_\_\_\_ (ft-lbs)  
Pole breaking bending moment at ground level: \_\_\_\_\_ (ft-lbs)

Calculated transverse safety factor: \_\_\_\_\_ (ratio, should be greater than 1.00)

Proposed loading data (provide similar data for each cable proposed):

A. Weight data (cable and messenger)

1) Vertical weight, bare \_\_\_\_\_ #/ft

B. Tension data (final tensions on messenger)

1) NESC maximum load for area of construction \_\_\_\_\_ lbs

2) 60° F, NO wind \_\_\_\_\_ lbs

Licensee requesting an Attachment shall provide for each cable transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number \_\_\_\_\_

Calculated cable messenger tension  
under NESC maximum loading conditions: \_\_\_\_\_ (lbs)

If connection is:

A dead end, is it a single or double? \_\_\_\_\_ (S, D)  
A change in tension, what is change? \_\_\_\_\_ (lbs)  
A line angle, what is angle change? \_\_\_\_\_ (degrees)  
What is tension change at angle? \_\_\_\_\_ (lbs)

For each dead end:

Point of attachment for guy hook \_\_\_\_\_ (feet AGL)  
Anchor distance from pole \_\_\_\_\_ (feet)  
Calculated guy tension \_\_\_\_\_ (lbs)  
Rated guy working strength \_\_\_\_\_ (lbs)

For each change in tension:

Point of attachment for guy hook \_\_\_\_\_ (feet AGL)  
Anchor distance from pole \_\_\_\_\_ (feet)  
Calculated guy tension \_\_\_\_\_ (lbs)  
Rated guy working strength \_\_\_\_\_ (lbs)

For each line angle:

Point of attachment for guy hook \_\_\_\_\_ (feet AGL)  
Anchor distance from pole \_\_\_\_\_ (feet)  
Calculated guy tension \_\_\_\_\_ (lbs)  
Rated guy working strength \_\_\_\_\_ (lbs)

For each anchor:

Anchor distance to nearest anchor \_\_\_\_\_ (feet)  
Calculated anchor tension \_\_\_\_\_ (lbs)  
Rated anchor strength \_\_\_\_\_ (lbs)  
Soil composition (sandy, loam, clay, rock) \_\_\_\_\_



This Utility has determined that under the following conditions, Design Review Information is not required with the request for a Pole Attachment. However, meeting the requirements for proper installation, clearances, guying and anchoring remains in effect.

Utility to check exceptions that are acceptable for reduced Design Review Information:

\_\_\_\_\_ If the total number of low voltage or other cable drops from a Pole not exceed three (3), and not more than two (2) drops are in any single 90 degree quadrant. This assumes no cable is larger than 0.5 inches in diameter. The proposed addition must be included in the count.

\_\_\_\_\_ If the total number of low voltage or other tangent attachments to a Pole does not exceed two (2). This assumes no cable is larger than 0.75 inches in diameter. This does not apply to a Pole with an angle in the line direction. The proposed addition must be included in the count.

\_\_\_\_\_ If the only addition is the installation of a street light with a support arm of 4 feet or less. Adequate climbing space must be provided per NESC and these requirements.

Utility may develop additional pre-approved Attachment methods. Licensee is encouraged to work with Utility to make use of previously approved Attachment methods to reduce the paperwork required for each Attachment.

**APPLICATION FOR PERMIT: SHORT FORM**

Name of Licensee \_\_\_\_\_

Application Date: \_\_\_\_\_

To: [Insert Address of Permitting Department]

Desire to Attach to Poles

Desire to Vacate Poles

Narrative Description of proposed activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the terms and conditions of the Licensing Agreement for Communications Attachments to Utility Poles Between City of Stoughton and Charter Communications dated June 12, 2001 ("Agreement"), application is hereby made for a permit to occupy/and or vacate the Poles in the locations detailed on the attached Field Data Sheets and Map Designs.

Licensee hereby verifies that it has made arrangements, in writing (attached), to reimburse all Attaching Entities for any transfers or rearrangements of their facilities that are necessitated by Licensee's attachment request in accordance with Article X, Paragraph B.2 of the Agreement.

The undersigned representative or agent of Licensee hereby certifies that the Pre-Permit Survey has been conducted accurately and that the desired Pole Attachments shall be installed in conformity with Applicable Standards [please check one of the alternatives below and complete appropriate information]:

Engineer: \_\_\_\_\_ Registration # \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Head of the Licensee's engineering department: \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Other (as approved by Utility): \_\_\_\_\_ Title \_\_\_\_\_  
[Print or Type]

Signature: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_  
[Print or Type]

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Permission is hereby granted to Licensee to attach and/or vacate Poles listed on the attached Field Data Sheets, subject to payment of the necessary Make-Ready Work charges attached.

Utility \_\_\_\_\_

Date \_\_\_\_\_

Approved By \_\_\_\_\_

Signature \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email \_\_\_\_\_

**BLANKET PERMIT APPLICATION  
FOR AUTHORIZATION TO MAINTAIN PRIOR ATTACHMENTS**

Name of Licensee \_\_\_\_\_

Application Date: \_\_\_\_\_

To: **[Insert Address of Permitting Department]**

In accordance with the terms and conditions of the Licensing Agreement for Communications Attachments to Utility Poles Between City of Stoughton and Charter Communications dated June 12, 2001 ("Agreement"), application is hereby made for a blanket permit to maintain those Pole Attachments which existed as of the date of the Agreement ("Prior Attachments").

Attached to this Application is a list of Prior Attachments. The list must include, in electronic spreadsheet or database format, the identity by pole number of each Pole on which the Licensee has an Prior Attachment, or, if no Pole number exists, the location of the Pole.

Licensee hereby verifies that the attached information is accurate.

Name \_\_\_\_\_  
[Print or Type]

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Licensee Contact \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email address \_\_\_\_\_

Permission is hereby granted to Licensee to maintain Prior Attachments, subject to any remedial work which Utility determines to be necessary under Article XII, Paragraph A.4 of the Agreement.

Date \_\_\_\_\_

Utility \_\_\_\_\_

Approved By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email address \_\_\_\_\_

**REPORTING FORM**

*This form should be used to comply with the reporting requirements set out in Article VI, Paragraph I.*

Licensee \_\_\_\_\_  
Reporting Period \_\_\_\_\_

To \_\_\_\_\_ CITY OF STOUGHTON

**1. RISERS, SERVICE DROPS, J-HOOKS, VERTICAL GROUNDS (ARTICLE VI, PAR. I.1)**

Location/Pole number	Equipment Type	Date of Installation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional sheets, if necessary)

**2. NON-FUNCTIONAL ATTACHMENTS (ARTICLE VI, PAR. I.2)**

Location/Pole number	Equipment Description	Date Non-Functional
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional sheets, if necessary)

**3. REMOVALS (ARTICLE VI, Par. I.3)**

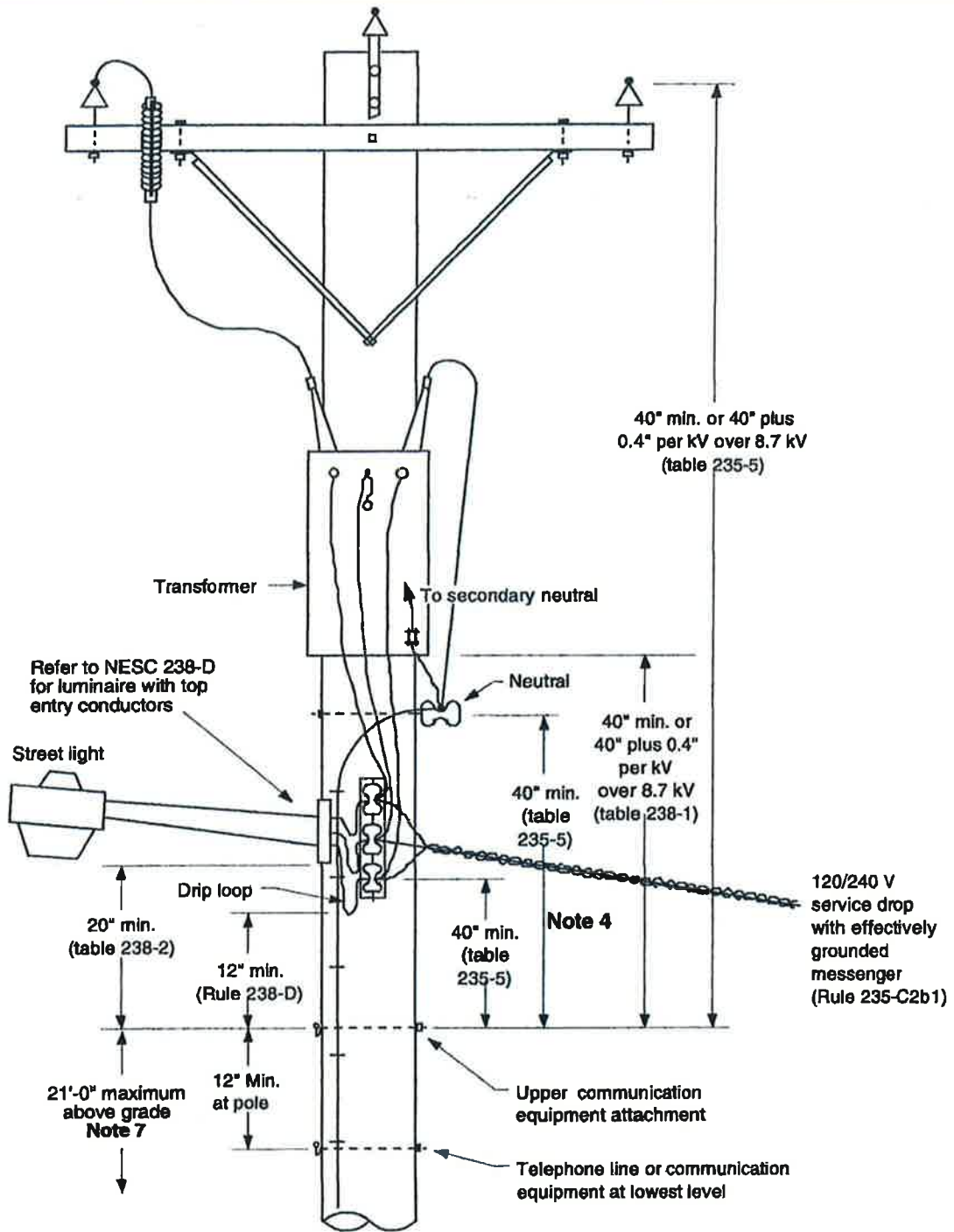
Location/Pole number	Equipment Description	Date Removed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional sheets, if necessary)

Name of Licensee Contact \_\_\_\_\_ (Print or type)

\_\_\_\_\_  
(Phone number)

\_\_\_\_\_  
(Email)



**MINIMUM JOINT USE CLEARANCES PER:  
NESC CODE (1997)  
WISC. STATE ELEC. CODE, VOLUME 1 (1997)**

**NOTE:**

See drawing Appendix B-2 for notes

G Issued 01/18/01

**POLE ATTACHMENTS**

DRAFTING CHECK: J.J.S.

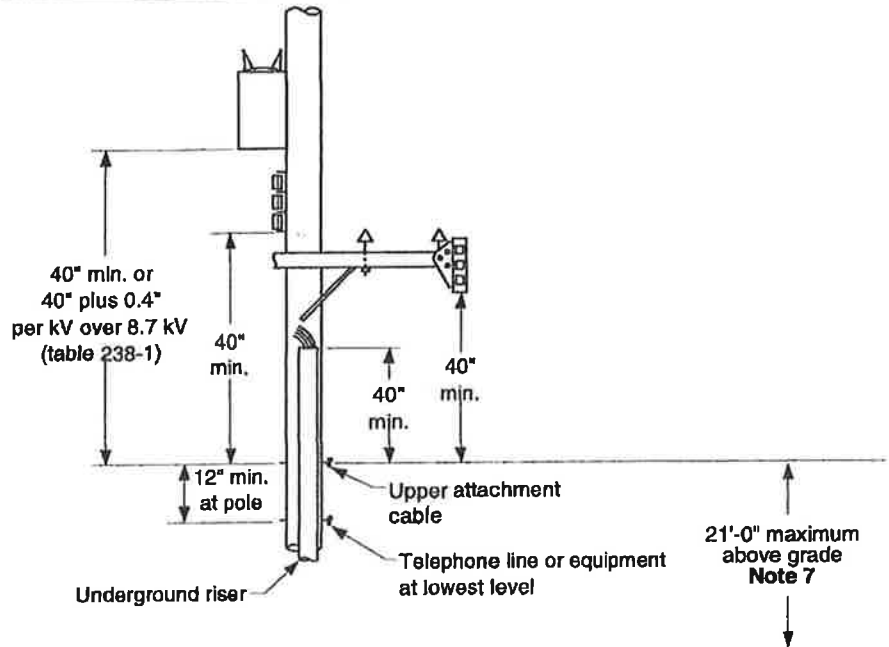
ENG. CHECK: C.G.F.

**OVERHEAD MINIMUM CLEARANCES**

DRAWING NUMBER:

**DRAWING B-1**

*Revised 10/25/11*

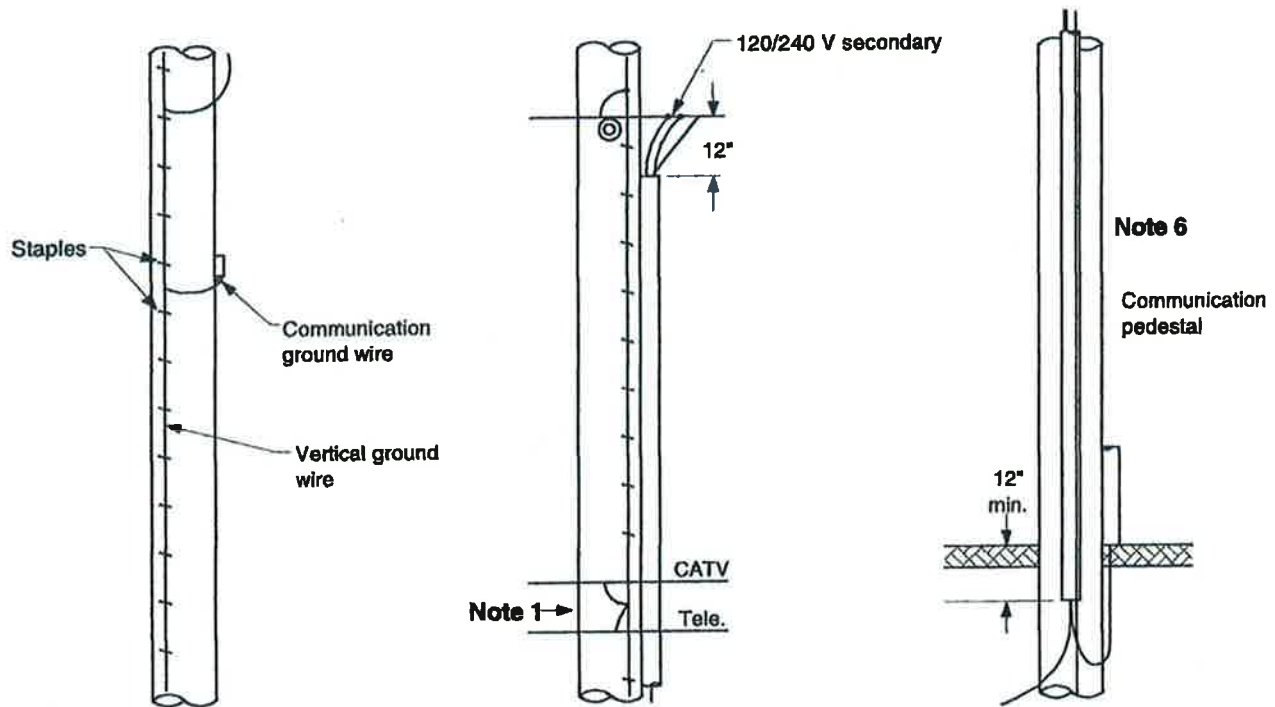


**NOTES:**

1. Separation between vertical runs and any metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.
2. No television cable power supply shall be mounted on this pole except by permission of the Utility.
3. No COMMUNICATION arms are allowed on power company poles unless poles are out of alignment and the Utility approves the installation.
4. 52" is required to allow 12" of clearance below the through bolt for the loops of the overhead service and underground risers. This dimension may be reduced to 40" if there is only a neutral conductor and no possibility of a secondary cable or underground riser in the future.
5. The above clearances are minimum and may have to be increased to allow for code clearance requirement in mid span.
6. Only 12" of clearance is required between power and communication service drops (in the span and at the building) provided that 40" is maintained at the pole, including on all crossover poles.
7. Maximum attachment height for communications above grade except at railroad crossings or water crossings. (Refer to Table 232-1 for minimum height)

G	Issued 11/14/00
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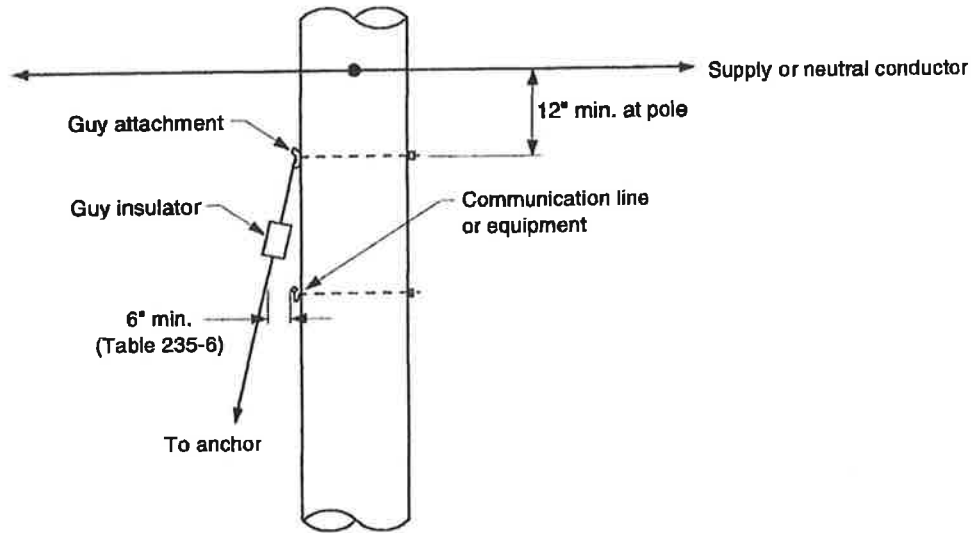
	<b>POLE ATTACHMENTS</b>	<b>OVERHEAD MINIMUM CLEARANCES</b>
	DRAFTING CHECK: J.J.S.	DRAWING NUMBER: <b>DRAWING B-2</b>
	ENG. CHECK: C.G.F.	



**NOTES:**

1. Licensee shall bond wherever the Utility has a down ground on the pole. If the ground is under the metal U-guard, contact the Utility to make the ground connection.
2. Bond wire shall be #6 bare copper or larger.
3. If bond wire is more than 12" long, staple to pole.
4. If moulding is covering the down ground, remove only 2" of moulding to install the bond connection. The moulding shall be cut with a hacksaw or sharp knife and not broken out. If down ground is damaged, Licensee shall call utility.
5. Pedestal shall be mounted tight to the pole.
6. When communications are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground, the connection shall be made below grade.
7. In no case shall Licensee ground be connected to guys/anchors.
8. In case of utility neutral isolation device leasee must contact Utility for special grounding instructions.

G	Issued 10/23/00
<b>POLE ATTACHMENTS</b>	<b>GROUNDING CONNECTIONS</b>
DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
ENG. CHECK: C.G.F.	<b>DRAWING B-3</b>

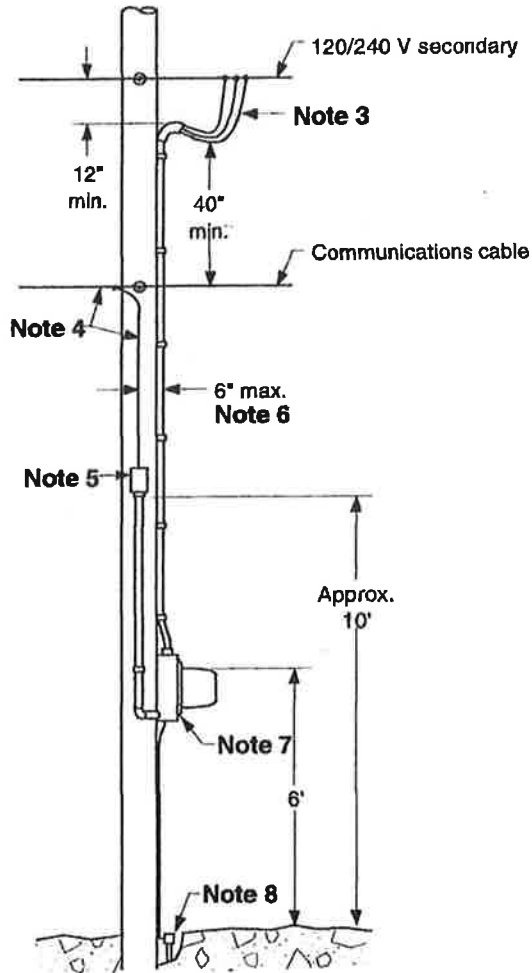


**NOTE:**

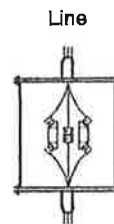
On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

G	Issued 10/23/00
<b>POLE ATTACHMENTS</b>	<b>GUY WIRE CLEARANCES</b>
DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
ENG. CHECK: C.G.F.	<b>DRAWING B-4</b>





**NOTE:**  
 This service detail applies to all commercial users requiring power for pole mounting devices.



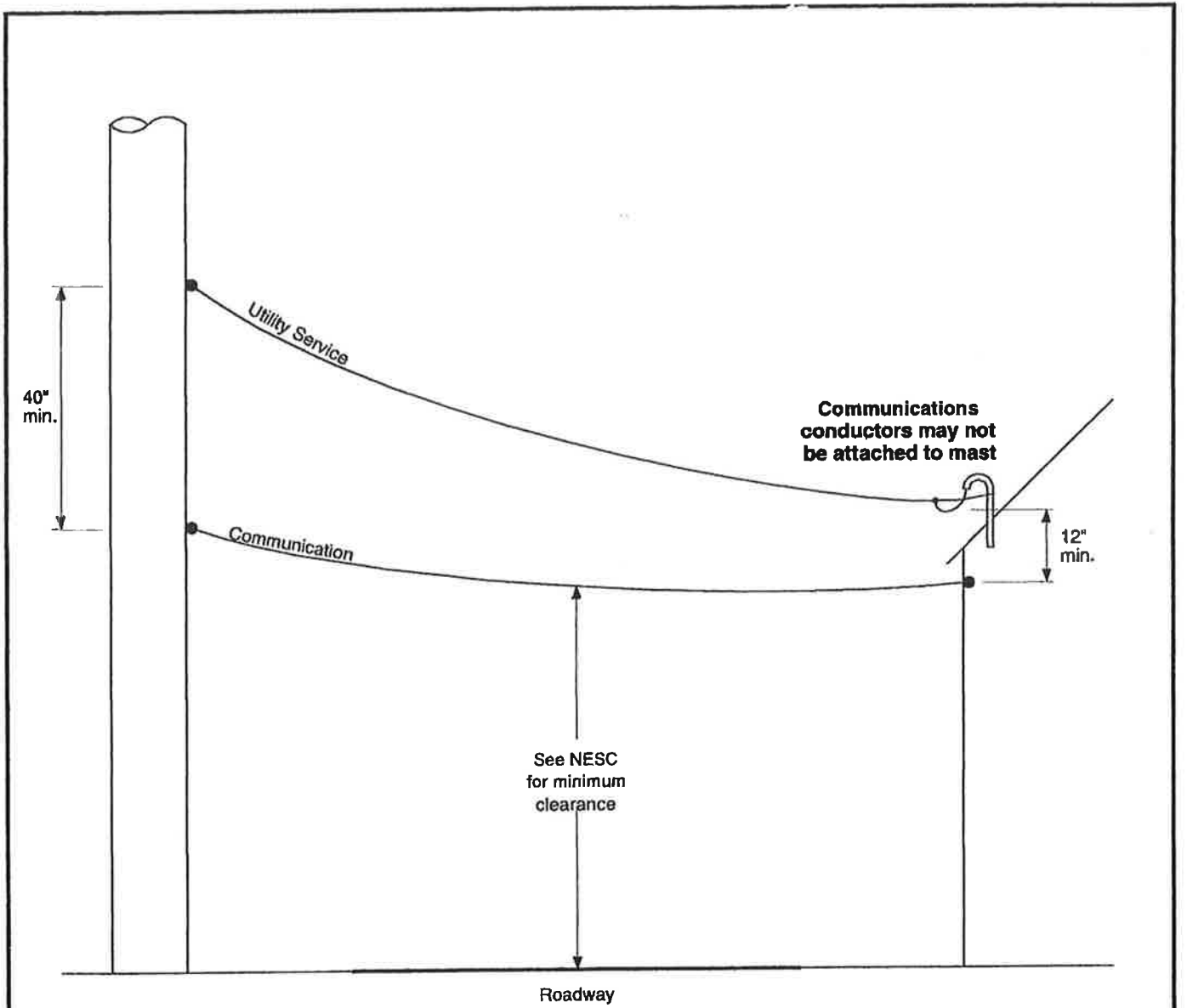
Line  
 Load  
 Wiring for 3 wire  
 120/240 volts

**NOTES:**

1. This installation shall comply with all applicable electrical code and state, city, village, town, and Utility requirements. See Utility service rules book.
2. All materials shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V source.
4. Communication power cable.
5. Communication power supply and/or disconnect.
6. 6" maximum between service entrance conduit and communications cable.
7. Use Utility approved meter socket. See service rules for details.
8. Grounding shall be in accordance with National Electric Code article 250 and Utility service rules.
9. Location to be approved by Utility.
10. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.

G	Issued 10/23/00
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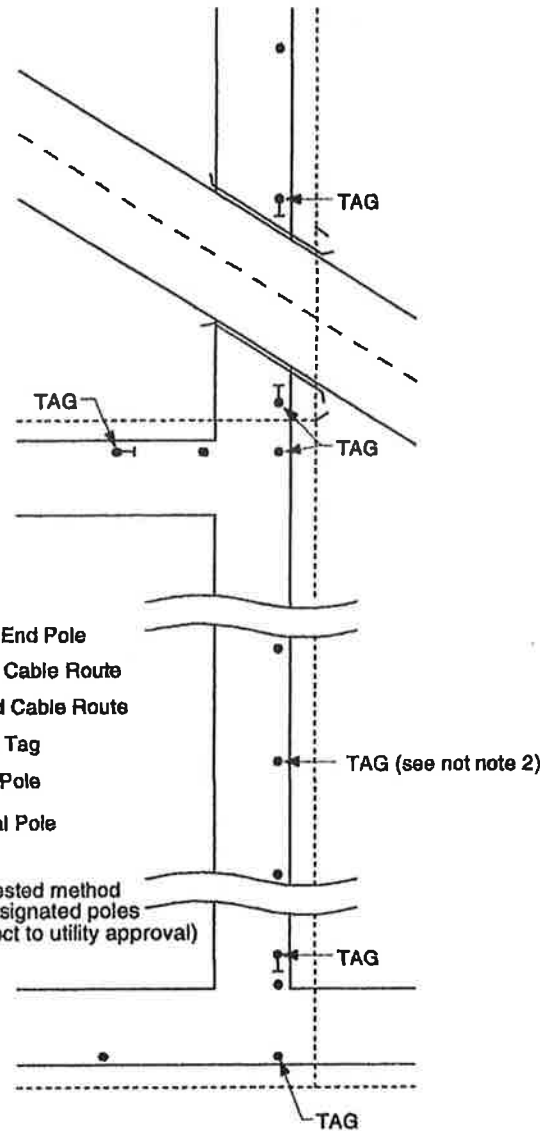
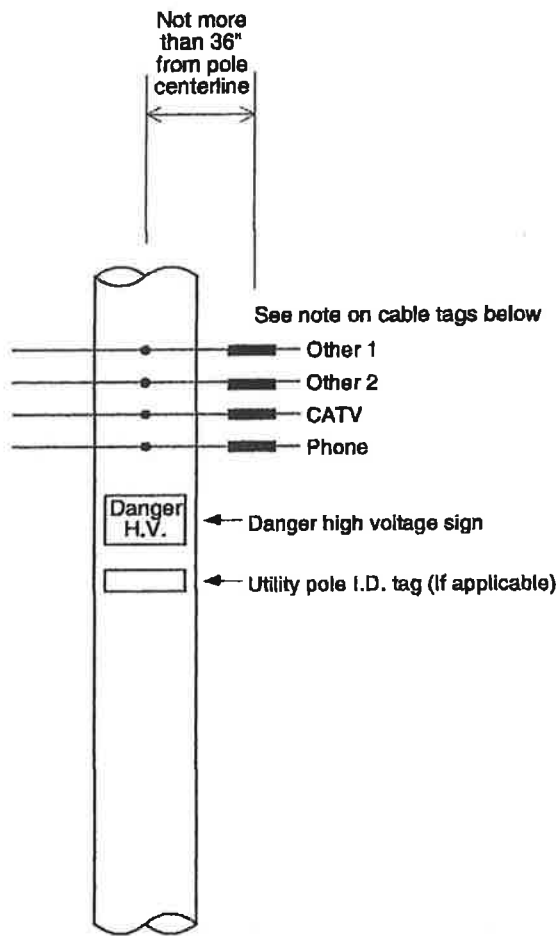
	<b>POLE ATTACHMENTS</b>	<b>120/240 VOLT POWER SERVICE</b>
	DRAFTING CHECK: J.J.S.	DRAWING NUMBER: <b>DRAWING B-5</b>
	ENG. CHECK: C.G.F.	



**NOTES:**

1. Maintain adequate clearances as per NESC.

G	Issued 10/23/00
<b>POLE ATTACHMENTS</b>	
<b>MIN. CLEARANCE TO SERVICE &amp; ROADWAY</b>	
DRAFTING CHECK: J.J.S.	DRAWING NUMBER: <b>DRAWING B-6</b>
ENG. CHECK: C.G.F.	



- LEGEND**
- Pole
  - ⊣ Dead End Pole
  - ⋯ Aerial Cable Route
  - - - Buried Cable Route
  - TAG Cable Tag
  - - - R Riser Pole
  - - - T Lateral Pole
  - SP Suggested method for designated poles (subject to utility approval)

**Suggested Method for Designated Poles (Subject to Utility approval)**

**Preferred Attachment Identification Tag**

Cable Owner  
Phone Number  
Repeat so information is visible  
from all sides on the wrapped tag

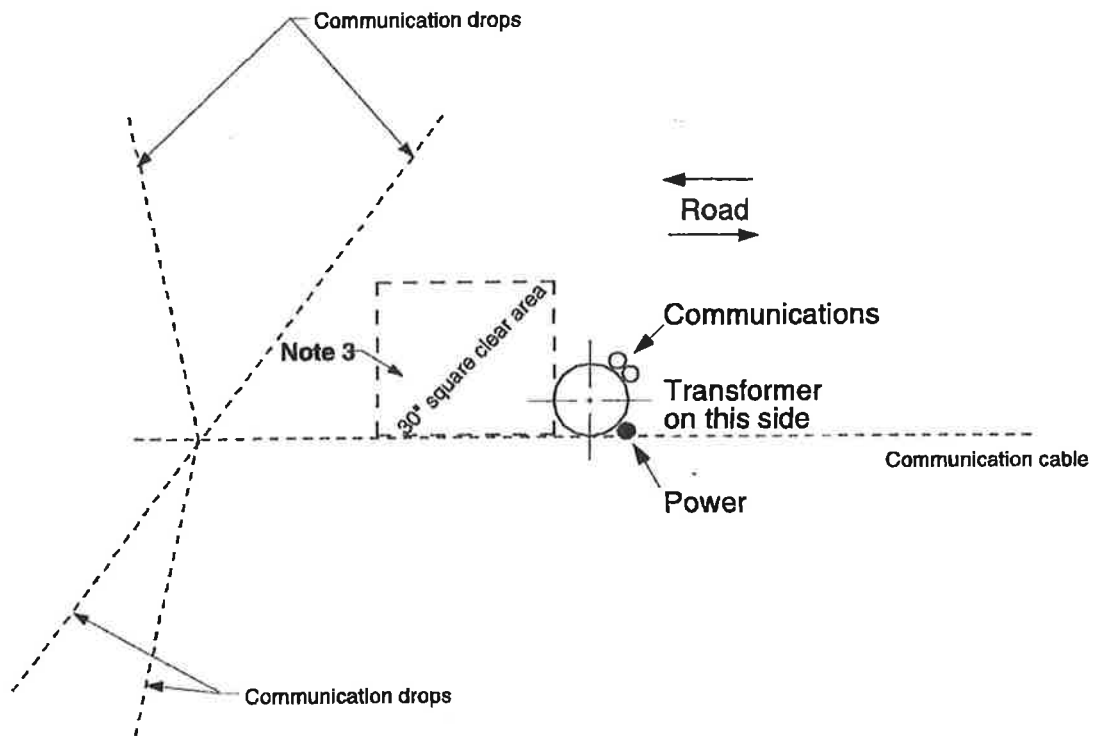
Rolled cable tag width to be 5 inches or greater, tag diameter sized to fit cable. All to be UV resistant material and printing.

**NOTES:**

1. Tags should be installed at lateral and dead-end poles and at the termination point of underground cable runs.
2. Tags should be installed every 1,000 feet between poles.
3. Buried cable signs should be installed every 1,000 feet between riser poles as well as on both riser poles.
4. Tag locations shown above are recommended locations; tags may be installed at additional locations as deemed necessary for adequate identification.
5. The Licensee shall affix a tag to the poles for each attachment belt.

G Issued 2/4/01

	<b>POLE ATTACHMENTS</b>	<b>POLE TAG REQUIREMENTS</b>
	DRAFTING CHECK: J.J.S.	DRAWING NUMBER: <b>DRAWING B-7</b>
	ENG. CHECK: C.G.F.	

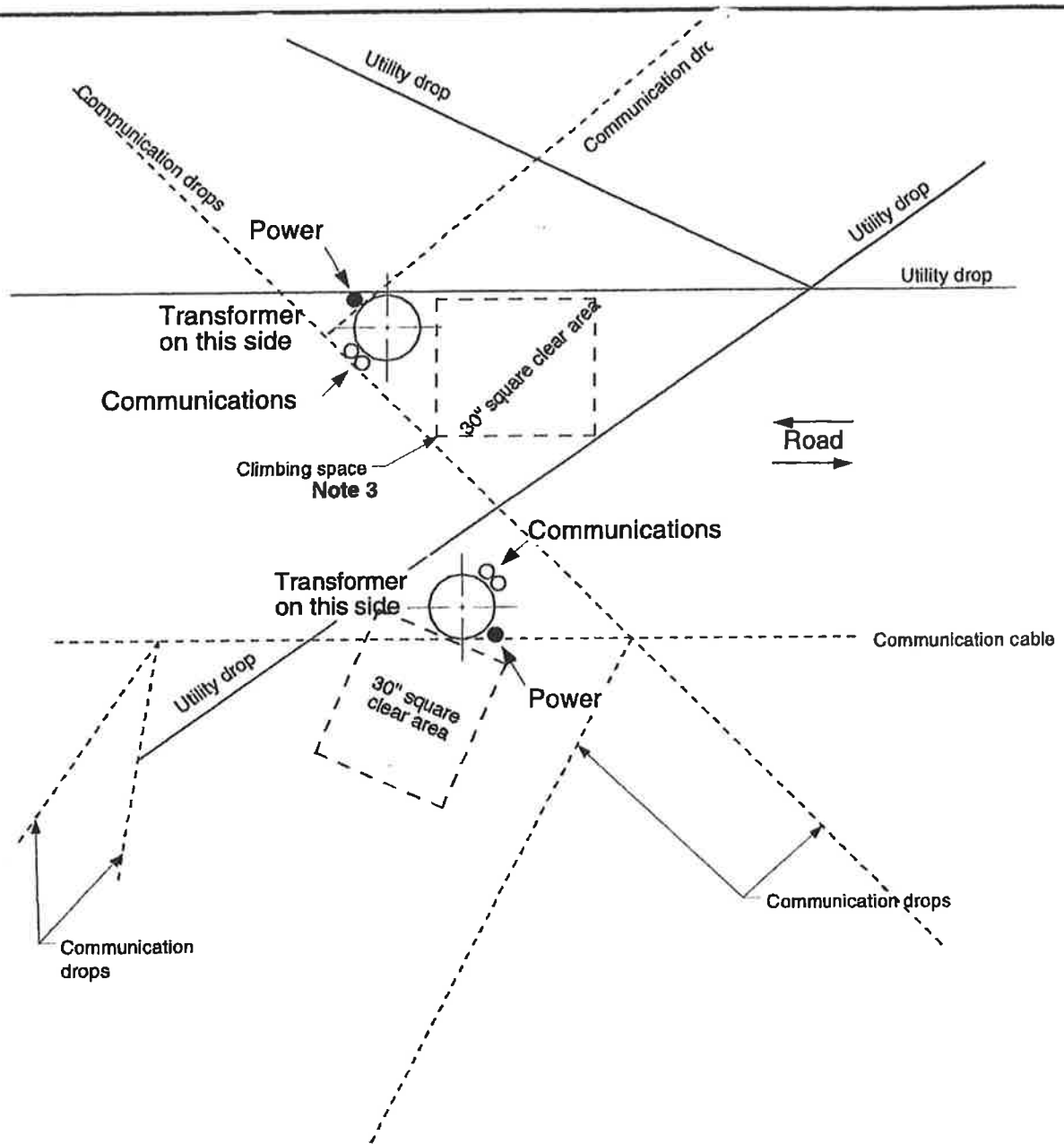


**NOTES:**

1. All cables shall be on the field side of the pole. On some older installations the original cable may have been on the road side of the pole. In that case, all cables shall be located in the road side to allow climbing space.
2. Brackets are not allowed for communication attachments without the approval of the Utility.
3. Climbing space: The 30" climbing space thru the communication space shall extend from 40" below the lowest communication cable to 40" above the highest communication cable.
4. On transformer poles the communication service drops shall be located so that they come from the messenger on the side of the pole opposite the transformer, so that the transformer can be raised into position with a boom truck.
5. Preferred location of power riser is quadrant away from road and traffic.
6. If power and communications are on the same pole, they shall be installed so maintenance can be performed without disturbing other attachments.

G	Issued 10/23/00
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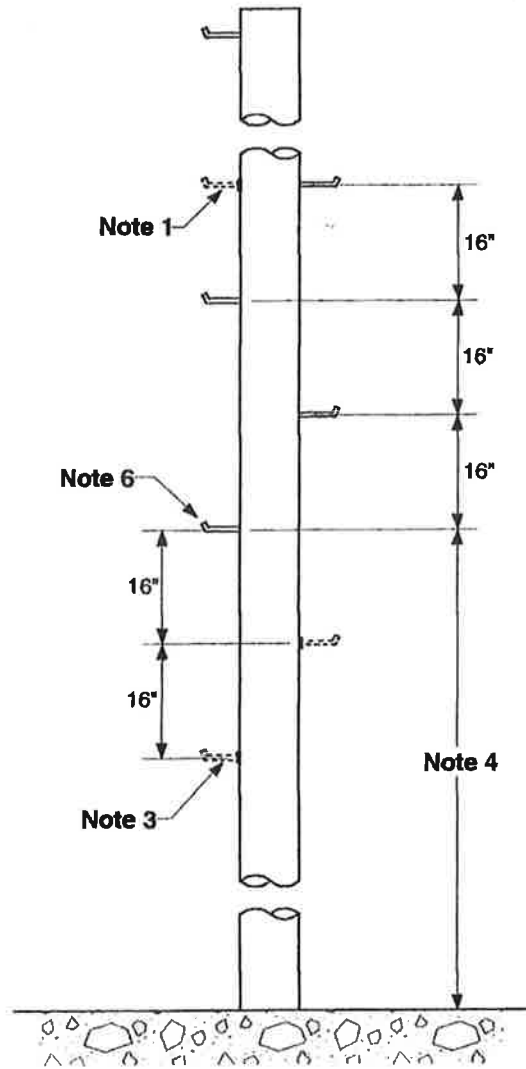
	<b>POLE ATTACHMENTS</b>	<b>ATTACHMENTS AT TRANSFORMER POLES</b>
	DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
	ENG. CHECK: C.G.F.	<b>DRAWING B-8</b>



**NOTES:**

1. All cables shall be on the field side of the pole.
2. Brackets are not allowed for communication attachments without the approval of the Utility.
3. Climbing space: The 30° climbing space thru the communications space shall extend from 40" below the lowest communications cable to 40" above the highest communication cable.
4. Risers - See Notes on Drawing B-8

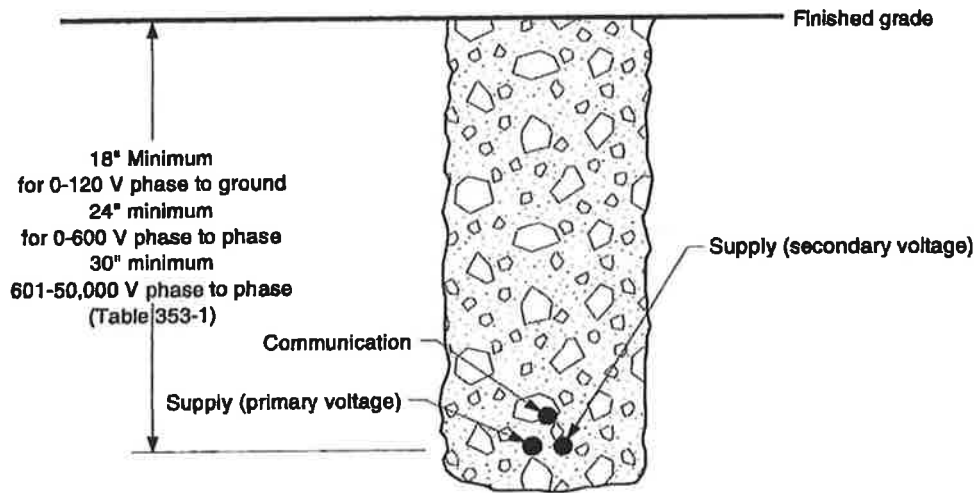
G	Issued 10/23/00
<b>POLE ATTACHMENTS</b>	<b>ALTERNATE TRANSFORMER POLE ATTACHMENTS</b>
DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
ENG. CHECK: C.G.F.	<b>DRAWING B-9</b>



**NOTES:**

1. An additional step shall be placed opposite a step located where work is frequently performed.
2. Where pole is set close to a building with an accessible roof use detachable steps from the roof level up to a level 8 ft. above the roof.
3. Use detachable pole steps where steps are required below the 8 ft. level
4. Locate lowest hook pole step 8 ft. above the ground on distribution poles and 8 ft. above the ground on joint poles.
5. Pole steps shall be placed on frequently climbed poles only when specified by local supervision.
6. No **permanent** pegs are allowed on poles.

G	Issued 10/23/00
<b>POLE ATTACHMENTS</b>	<b>POLE STEP REQUIREMENTS</b>
DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
ENG. CHECK: C.G.F.	<b>DRAWING B-10</b>



**DIRECT BURIED-RANDOM SEPARATION**

**NOTES:**

1. Communications equipment shall meet requirements of NESC 3545D1e and 354D1f.
2. Communications cables shall be random laid with primary and secondary cables as specified in NESC 354D.
3. The bonding conductor required in NESC shall be provided as part of the communications pedestal installation. A communications bonding conductor of sufficient length for routing into the supply pedestal/transformer neutral connector shall be provided.
4. Installation may be by plowing, trenching, or backhoe as conditions warrant.
5. Physical separation between electric supply and communications cables may be provided as an alternate when requested and at licensee's expense.

G	Issued 10/23/00
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	<b>POLE ATTACHMENTS</b>	<b>JOINT CABLE INSTALLATION</b>
	DRAFTING CHECK: J.J.S.	DRAWING NUMBER:
	ENG. CHECK: C.G.F.	<b>DRAWING B-11</b>



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

Brian R. Hoops  
Stoughton Utilities Assistant Director

**Subject:** Wisconsin Assembly Bill 348 proposed legislation, which limits local government authority over pole attachment regulation

On May 25, 2017, Wisconsin Rep. Mike Kuglitsch, the Chair of the Assembly Energy and Utilities Committee, introduced AB 348, a bill that limits the authority local government has over the regulation of small cell wireless facilities (commonly referred to as 5G technology). Because this affects every municipal utility in Wisconsin, the Municipal Electric Utilities of Wisconsin (MEUW) is taking the lead on reaching a compromise to which both municipal utilities and 5G providers like AT&T and Verizon can agree. For more information, please see the email below from MEUW.

Currently, municipal and cooperative utilities are exempt from the FCC pole attachment regulations that apply to investor-owned utilities. Pole attachment contracts in municipal utility service territory are negotiated locally with the PSCW serving as a backstop for dispute resolution. As currently drafted, AB 348 would create a uniform regulatory framework for the deployment of small cell wireless technology and would limit the authority municipalities have over zoning, payment, and access.

Encl.



# UNDER THE DOME

May 25, 2017 | SPECIAL REPORT

A Periodic Publication from the Municipal Electric Utilities of Wisconsin and our government affairs team at The Kammer Group.

## LINKS

[State Legislature](#)

[MEUW Home Page](#)

[The Wheeler Report](#)

[WisPolitics](#)

## SMALL CELL ATTACHMENTS

Members:

Yesterday a co-sponsorship memo was introduced regarding Small Cell attachments. MEUW and our Lobbying and Legal teams have been following the development of this fast-moving legislation. We have had several meetings with Representative Kuglitsch and other interested parties including ATT and the League of Wisconsin Municipalities.

We have expressed concern regarding a number of the elements of the legislation, and have met with the author and number of legislators who we believe will be engaged with this legislation.

Today we met with Representative Neylon, the Chair of the Committee that will hear the bill next week. We have asked for several changes to the bill, included grandfathering of existing agreements. Also, the addition of language that assures that our utilities will be indemnified for any damage or liabilities resulting from these attachments.

We also are seeking to have some restrictions regarding engineering fees reduced or eliminated. The cap in attachment fees remains an issue and we will continue to work with legislators on that topic. We anticipate a public hearing on the bill as early as next week on the 30th.

Attached is the co-sponsorship memo for the bill, and the most recent draft of the bill is attached.



## 2017 ASSEMBLY BILL 348

May 25, 2017 - Introduced by Representatives KUGLITSCH, FIELDS, QUINN, MASON, TAUCHEN, ZEPNICK and R. BROOKS, cosponsored by Senator COWLES. Referred to Committee on Jobs and the Economy.

1     **AN ACT** *to create* 66.0404 (4e) and 66.0414 of the statutes; **relating to:** limiting  
2           the authority of the state and political subdivisions to regulate wireless  
3           facilities and authorizing political subdivisions to impose setback requirements  
4           for certain mobile service support structures.

---

### ***Analysis by the Legislative Reference Bureau***

This bill creates a regulatory framework for the state and political subdivisions (cities, villages, towns, and counties) for the deployment of wireless equipment and facilities, including the placement of such items in rights-of-way (ROW), the collocation of such facilities on existing poles and structures, the regulation of access to governmental structures by wireless services and infrastructure providers, and limitations on local authority to regulate such activities. The bill also authorizes political subdivisions to impose setback requirements for certain mobile service support structures.

#### ***Rights-of-way***

With regard to ROW, the bill does the following:

1. Prohibits the state and political subdivisions from entering into an exclusive agreement with any person for the use of ROW or the construction, operation, or maintenance of wireless facilities, wireless support structures, or the collocation of small wireless facilities (collectively, wireless facilities and structures). The bill defines “wireless facility” as equipment at a fixed location that enables wireless service between user equipment and a wireless network. Under the bill, a “small wireless facility” is a facility that has specified dimensions.

**ASSEMBLY BILL 348**

2. Provides that the state and political subdivisions may impose rates or fees on wireless providers only if they charge other communications service providers or utilities for the use of ROW, subject to a number of conditions and limitations.

3. Subject to a number of exceptions, and notwithstanding a political subdivision's zoning ordinances, authorizes a wireless provider to collocate wireless facilities and construct, modify, maintain, and operate (collectively, construct and operate) utility poles, wireless support structures, cable, and related appurtenances and facilities along, across, upon, and under ROW, provided such activity does not obstruct or hinder travel or public safety or impede other uses of ROW by communications service providers, public utilities, or cooperatives.

4. Limits the height of utility poles, wireless support structures, and wireless facilities. With regard to the rights of a wireless provider to construct wireless facilities or modify utility poles, wireless support structures, and related appurtenances, the bill allows a political subdivision to propose an alternate location within 50 feet of the proposed location, which the wireless provider must use if it has the right to do so and the alternate location is reasonable and does not impose additional cost or technical issues, as determined by the wireless provider.

5. Allows the state or political subdivisions to require a wireless provider to repair all damage that is directly caused by its activities in ROW that involve wireless facilities and structures.

***Collocation of small wireless facilities***

With regard to the activities of a wireless provider within and outside a ROW, the bill does the following:

1. Subject to a number of exceptions, prohibits the state and political subdivisions from prohibiting, regulating, or charging any person for the collocation of small wireless facilities.

2. Notwithstanding a political subdivision's zoning ordinances, classifies small wireless facilities as a permitted use that is not subject to such zoning ordinances if they are collocated in or outside a ROW if the property is not zoned exclusively for single-family residential use.

3. Subject to a number of conditions, authorizes the state and political subdivisions to require an application for a permit to collocate a small wireless facility and to construct and operate a new or replacement utility pole or wireless support structure if the permit is of general applicability and does not apply exclusively to wireless facilities. The bill imposes various time limits relating to the permit application and approval process. Generally, permits for collocation involving construction, building, or encroachment must be approved or denied within 90 days of receipt, and permits for collocation that does not involve construction or installation of new wireless facilities and structures must be approved or denied within 60 days of receipt.

4. Requires the state or political subdivisions to approve permit applications unless the application does not meet applicable codes, which are defined as state codes related to electrical wiring, plumbing, and fire prevention; commercial building codes; uniform dwelling codes; and local amendments to those codes.

**ASSEMBLY BILL 348**

5. Prohibits the state and political subdivisions from requiring an applicant to perform services unrelated to the collocation to which a permit relates, and prohibits such governmental units from requiring a wireless provider permit applicant to provide more information in its permit application than the governmental unit requires of communications service providers for the same type of permit.

6. Requires an applicant whose permit application is approved to commence the activity authorized by the permit within 365 days after its receipt and requires the applicant to pursue work on the activity until completion. However, the bill prohibits the state and political subdivisions from placing any time limit on an application related to the permit.

7. Prohibits the state and political subdivisions from imposing a moratorium on filing, receiving, or processing applications, or issuing permits for the collocation of small wireless facilities.

8. Allows the state and political subdivisions to require a permit application to collocate wireless facilities and construct and operate utility poles and wireless facilities and structures with regard to property that, on the effective date of the bill, is located in historic places or in an area that is used for the underground transmission or delivery of electrical power, heat, water, gas, sewer, or telecommunications equipment.

9. Subject to a number of conditions, authorizes the state and political subdivisions to charge an application fee for permits if an application fee is required for similar types of permit applications related to other types of commercial development. Generally, neither the state nor a political subdivision may require applications, permits, or fees for routine maintenance of wireless facilities; the replacement of such facilities with substantially similar or smaller facilities; or installation, maintenance, operation, or replacement of microwireless facilities strung on cables between existing utility poles or wireless support structures.

***Access to governmental structures***

With regard to regulating access to governmental structures, the bill does the following:

1. Defines “governmental pole” as a utility pole that is owned or operated by the state or a political subdivision in a ROW, and a pole or similar structure owned or operated by the state or a political subdivision in a ROW that supports only wireless facilities.

2. Defines “utility pole for designated services” (UPDS) as a utility pole owned or operated in a ROW by the state or a political subdivision, a utility district, or a cooperative association.

3. Prohibits a person who owns or controls a governmental pole or UPDS from entering into an exclusive arrangement with any person for the right to attach to or use such poles, and prohibits the owner of such poles from imposing fees or charges for the use of the poles that discriminate based on the type of collocation provided by the person who contracts to use the poles.

4. Limits the rate an owner of a UPDS may charge to collocate on the pole to \$100 per year per pole.

**ASSEMBLY BILL 348**

5. Subject to a number of conditions, limits the rate an owner of a governmental pole charges another person to collocate on the pole to an amount that is sufficient to recover the owner's actual, direct, and reasonable costs, subject to the limit specified in item 4.

6. Provides that if collocation rates charged on the effective date of the bill by a person who owns or controls a governmental pole or UPDS are inconsistent with the rates specified in the bill, the pole owner must revise its rates to be in compliance with the rates specified in the bill, not later than the first day of the seventh month beginning after the bill takes effect.

7. Provides that a person who owns or controls a governmental pole or UPDS may not require more make-ready work than required to meet applicable codes or industry standards, and prohibits fees for make-ready work from including costs related to preexisting conditions, prior damage, or noncompliance with current standards. Such fees may not exceed actual costs or the amount charged to other communications service providers for similar work.

8. Requires the state and political subdivisions to authorize the collocation of small wireless facilities on wireless support structures and governmental poles that are not located within ROW to the same extent that the governmental unit permits access to such structures for other commercial projects or uses.

***Local authority, dispute resolution***

With regard to the authority of a political subdivision, the bill does the following:

1. Subject to the limitations contained in the bill, and federal law, authorizes a political subdivision to exercise zoning, land use, planning, and permitting authority with respect to wireless support structures and utility poles.

2. In general, prohibits a political subdivision from exercising authority over the design, engineering, construction, installation, or operation of any small wireless facility located inside or on the site of any campus, stadium, or athletic facility not owned or controlled by the political subdivision.

3. Provides a mechanism for political subdivisions to allow the placement of a wireless facility or wireless support structure at a temporary rate pending the resolution of a ROW dispute.

***Indemnification***

In general, the bill requires a wireless provider to indemnify and hold harmless a political subdivision for any liability and loss from personal injury or property damage that results from the use or occupancy of ROW by the wireless provider, and requires a wireless provider to waive any claims it may have against a political subdivision with respect to damages, however caused, based on the theory of liability.

***Contracts***

If a person is affected by a contract that is in effect on the effective date of the bill, and the contract contains provisions inconsistent with provisions in the bill related to rates and fees for the use of ROW or charges for the use of a governmental pole or a UPDS, the person may follow the terms of the contract until the contract expires.

**ASSEMBLY BILL 348*****Setback requirements for a mobile service support structure***

Generally, under current law, a political subdivision may not impose a setback requirement for a mobile service support structure. This bill grants a political subdivision limited authority to impose a setback requirement on the placement of such a structure with regard to new or substantially modified structures. Under the bill, a requirement could apply only to a structure that is constructed on land that is zoned for only single-family residential use. In addition, the setback requirement must be based on the height of the proposed structure, and the requirement may not exceed the height of the proposed structure.

Also under the bill, a political subdivision must allow a setback of a proposed mobile service support structure that is less than the height of the structure if all property owners of lots zoned for only single-family residential use, located within a radius of three times the height of the structure, consent to such placement.

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

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

1           **SECTION 1.** 66.0404 (4e) of the statutes is created to read:

2           66.0404 (4e) SETBACK REQUIREMENTS. (a) Notwithstanding sub. (4) (r), and  
3 subject to the provisions of this subsection, a political subdivision may enact an  
4 ordinance imposing setback requirements related to the placement of a mobile  
5 service support structure that applies to new construction or the substantial  
6 modification of facilities and support structures, as described in sub. (2).

7           (b) A setback requirement may apply only to a mobile service support structure  
8 that is constructed on a parcel of land that is subject to a zoning ordinance that  
9 permits only single-family residential use on that parcel.

10           (c) A setback requirement may create a setback only from the lot line of a parcel  
11 that is zoned for only single-family residential use or for which only single-family  
12 residential use is a permitted use.

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1 (d) A setback requirement must be based on the height of the proposed mobile  
2 service support structure, and the setback requirement may not be a distance that  
3 is greater than the height of the proposed structure and, subject to par. (e), may be  
4 a distance that is less than the height of the proposed structure.

5 (e) A political subdivision shall allow a setback of a proposed mobile service  
6 support structure that is less than the height of the proposed structure if all property  
7 owners of lots that are zoned for only single-family residential use, that are located  
8 within a radius of 3 times the height of the proposed structure, consent in writing to  
9 such placement of the proposed structure.

10 **SECTION 2.** 66.0414 of the statutes is created to read:

11 **66.0414 Small wireless facilities. (1) DEFINITIONS.** In this section:

12 (a) “Antenna” means communications equipment that transmits and receives  
13 electromagnetic radio signals and is used in the provision of wireless services.

14 (b) “Applicable codes” means the state electrical wiring code, as defined in s.  
15 101.80 (4), the state plumbing code specified in s. 145.13, the fire prevention code  
16 under ch. SPS 314, Wis. adm. code, the Wisconsin commercial building code under  
17 chs. SPS 361 to 366, the Wisconsin uniform dwelling code under chs. SPS 320 to 325,  
18 and local amendments to those codes enacted solely to address imminent threats of  
19 destruction of property or injury to persons.

20 (c) “Applicant” means a wireless provider that submits an application.

21 (d) “Application” means an application for a permit under this section to  
22 collocate a small wireless facility or to install or modify a utility pole or wireless  
23 support structure.

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1 (e) “Collocate” or “collocation” means the placement, mounting, replacement,  
2 modification, operation, or maintenance of a wireless facility on or adjacent to a  
3 wireless support structure or utility pole.

4 (f) “Communications service provider” means a cable operator, as defined in 47  
5 USC 522 (5); a provider of information service, as defined in 47 USC 153 (24); a  
6 telecommunications carrier, as defined in 47 USC 153 (51); or a wireless provider.

7 (g) “Fee” means a one-time charge.

8 (h) “Governmental pole” means a utility pole that is owned or operated by the  
9 state or by a political subdivision in a right-of-way, and a pole or similar structure  
10 owned or operated by the state or a political subdivision in a right-of-way that  
11 supports only wireless facilities.

12 (i) “Investor-owned electric utility” means a public utility whose purpose is the  
13 generation, transmission, delivery, or furnishing of electric power but does not  
14 include a public utility owned and operated wholly by a municipality or a cooperative  
15 association organized under ch. 185.

16 (j) “Microwireless facility” means a small wireless facility that does not exceed  
17 24 inches in length, 15 inches in width, and 12 inches in height and that has no  
18 exterior antenna longer than 11 inches.

19 (k) “Permit” means written authorization required by the state or a political  
20 subdivision to perform an action, or initiate, continue, or complete a project.

21 (L) “Political subdivision” means any city, village, town, or county.

22 (m) “Rate” means a recurring charge.

23 (n) “Right-of-way” means the area on, below, or above a highway, as defined  
24 in s. 340.01 (22), other than a federal interstate highway; sidewalk; utility easement;



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1 or other similar property, including property owned or controlled by the department  
2 of transportation.

3 (o) "Small wireless facility" means a wireless facility to which all of the  
4 following apply:

5 1. Each antenna is located inside an enclosure of no more than 6 cubic feet or,  
6 in the case of an antenna that has exposed elements, the antenna and all of its  
7 exposed elements could fit within an enclosure of no more than 6 cubic feet.

8 2. All other wireless equipment associated with the facility is cumulatively no  
9 more than 28 cubic feet, except that when calculating the allowable volume for  
10 purposes of this subdivision, an electric meter, concealment elements, a  
11 telecommunications demarcation box, a ground-based enclosure, a power transfer  
12 switch, and vertical cable runs for the connection of power and other services may  
13 not be included.

14 (p) "Utility pole" means a structure that is used in whole or in part by a  
15 communications service provider or for electric distribution, lighting, traffic control,  
16 signage, or a similar function but does not include a structure that supports only a  
17 wireless facility. "Utility pole" does not include poles owned or operated by an  
18 investor-owned electric utility.

19 (q) "Utility pole for designated services" means a utility pole owned or operated  
20 in a right-of-way by the state or a political subdivision, a utility district, a  
21 cooperative association organized under ch. 185 for purposes of producing or  
22 furnishing electricity to its members only that is designed to, or used to, carry electric  
23 distribution lines, or cables or wires for telecommunications, cable, or electric  
24 service.

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1 (r) “Wireless facility” means equipment at a fixed location that enables wireless  
2 service between user equipment and a wireless network, not including the structure  
3 or improvements on, under, or within which the equipment is collocated. “Wireless  
4 facility” includes a small wireless facility. “Wireless facility” does not include any of  
5 the following:

6 1. A wireline backhaul facility.

7 2. Coaxial or fiber-optic cable between utility poles or wireless support  
8 structures or otherwise not immediately adjacent to or directly associated with a  
9 particular antenna.

10 (s) “Wireless infrastructure provider” means any person, other than a wireless  
11 services provider, that builds or installs wireless communication transmission  
12 equipment, wireless facilities, or wireless support structures.

13 (t) “Wireless provider” means a wireless infrastructure provider or a wireless  
14 services provider.

15 (u) “Wireless services” means any service using licensed or unlicensed wireless  
16 spectrum, including the use of a Wi-Fi network, whether at a fixed location or by  
17 means of a mobile device, that is provided using wireless facilities.

18 (v) “Wireless services provider” means any person who provides wireless  
19 services.

20 (w) “Wireless support structure” means an existing pole or other freestanding  
21 structure, other than a utility pole, that is designed to support, or capable of  
22 supporting, wireless facilities.

23 (x) “Wireline backhaul facility” means a facility for providing wireline backhaul  
24 service.

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1 (y) "Wireline backhaul service" means the transport of communications  
2 services by wire from wireless facilities to a network.

3 (2) RIGHTS-OF-WAY. (a) *Applicability*. This subsection applies only to the  
4 activities of a wireless provider within a right-of-way.

5 (b) *Exclusive use prohibited*. Neither the state nor a political subdivision may  
6 enter into an exclusive arrangement with any person for the use of a right-of-way  
7 or the construction, operation, marketing, or maintenance of wireless facilities,  
8 wireless support structures, or the collocation of small wireless facilities.

9 (c) *Rates and fees*. The state or a political subdivision may charge a wireless  
10 provider a rate or fee for the use a right-of-way with respect to the construction or  
11 collocation of a wireless facility or wireless support structure in the right-of-way  
12 only if the state or political subdivision charges other communications service  
13 providers or utilities for the use of the right-of-way. If the state or a political  
14 subdivision charges a wireless provider a rate or fee as described in this paragraph,  
15 all of the following apply:

16 1. Subject to subd. 5., the fee or rate must be limited to no more than the direct  
17 and actual cost of managing the right-of-way.

18 2. The fee or rate must be competitively neutral with regard to other users of  
19 the right-of-way.

20 3. The fee or rate may not result in a double recovery by the state or political  
21 subdivision if existing fees, rates, or taxes already recover the direct and actual cost  
22 of managing the right-of-way.

23 4. The fee or rate may not be in the form of a franchise or other fee based on  
24 revenue or customer counts.

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1           5. The fee or rate may not exceed an annual amount equal to \$20 multiplied  
2 by the number of utility poles or wireless support structures in the state's or political  
3 subdivision's geographic jurisdiction on which the wireless provider has collocated  
4 a small wireless facility antenna.

5           (d) *Rate or fee adjustment.* If the state or a political subdivision charges a  
6 wireless provider a fee or rate for the use of a right-of-way on the effective date of  
7 this paragraph .... [LRB inserts date], that is inconsistent with par. (c), the state or  
8 political subdivision shall revise its fee or rate to be in compliance with par. (c) not  
9 later than the first day of the 7th month beginning after the effective date of this  
10 paragraph .... [LRB inserts date].

11           (e) *Right of access.* 1. Except as otherwise provided in this subsection and subs.  
12 (3) (c) 4. and (4), and notwithstanding any zoning ordinance enacted by a political  
13 subdivision under s. 59.69, 60.61, or 62.23, a wireless provider shall have the right  
14 to collocate wireless facilities and construct, modify, maintain, and operate utility  
15 poles, wireless support structures, conduit, cable, and related appurtenances and  
16 facilities along, across, upon, and under a right-of-way. Such facilities and  
17 structures may not obstruct or hinder travel or public safety on or around the  
18 right-of-way, or obstruct the legal use of the right-of-way by other communications  
19 providers, public utilities, or cooperative associations organized under ch. 185 for the  
20 purpose of producing or furnishing heat, light, power, or water to their members only.

21           2. Except as provided in subd. 4., the height of a utility pole or wireless support  
22 structure installed, or modified, in a right-of-way may not exceed the greater of:

23           a. Ten feet above the tallest existing utility pole that is in place on the effective  
24 date of this subd. 2. a. .... [LRB inserts date], and that is located within 500 feet of  
25 the new or modified pole or structure in the same right-of-way.

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1           b. Fifty feet above ground level.

2           3. The height of a wireless facility installed, or modified, in a right-of-way may  
3 not exceed the greater of:

4           a. Ten feet above the tallest existing utility pole or wireless support structure  
5 that is in place on the effective date of this subd. 3. a. .... [LRB inserts date].

6           b. The maximum height described in subd. 2. b.

7           4. A wireless provider may construct, modify, and maintain a utility pole,  
8 wireless support structure, or wireless facility along, across, upon, and under a  
9 right-of-way that exceeds the height limits in this paragraph if the wireless provider  
10 complies with height limits under the zoning ordinances enacted by a political  
11 subdivision under s. 59.69, 60.61, or 62.23.

12           5. With regard to the rights of a wireless provider to construct wireless facilities  
13 or modify utility poles, wireless support structures, conduit, cable, and related  
14 appurtenances and facilities as described in subd. 1., a political subdivision may  
15 propose an alternate location within 50 feet of the proposed location, which the  
16 wireless provider shall use if it has the right to use the alternate structure on  
17 reasonable terms and conditions and the alternate location does not impose technical  
18 limits or additional costs, as determined by the wireless provider.

19           (f) *Damage and repair.* The state or a political subdivision may require a  
20 wireless provider to repair all damage that is directly caused by the activities of the  
21 wireless provider in a right-of-way involving its wireless facilities, wireless support  
22 structures, or utility poles, and to return the right-of-way to its former condition  
23 before it was so damaged. If the wireless provider fails to make the required repairs  
24 within a reasonable amount of time after receiving a written request to do so from

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1 the state or a political subdivision, the state or political subdivision may make the  
2 necessary repairs and charge the liable party for the cost of the repairs.

3 (g) *Nondiscrimination*. The state and political subdivisions must administer  
4 and regulate a right-of-way in a competitively neutral manner with regard to all  
5 users of the right-of-way.

6 **(3) COLLOCATION OF SMALL WIRELESS FACILITIES.** (a) *Applicability*. This  
7 subsection applies to the activities of a wireless provider both within and outside a  
8 right-of-way. Except as provided in this subsection and in subs. (2) and (4), neither  
9 the state nor a political subdivision may prohibit, regulate, or charge any person for  
10 the collocation of small wireless facilities.

11 (b) *Zoning*. Notwithstanding an ordinance enacted under s. 59.69, 60.61, or  
12 62.23, and except as provided in par. (c) 4., small wireless facilities shall be classified  
13 as permitted uses and are not subject to a political subdivision's zoning ordinances  
14 if they are collocated in a right-of-way or outside a right-of-way if the property is  
15 not zoned exclusively for single-family residential use.

16 (c) *Permits*. 1. Subject to subd. 3., the state or a political subdivision may  
17 require an application for a permit to collocate a small wireless facility and to  
18 construct, modify, maintain, or operate a new or replacement utility pole or wireless  
19 support structure, provided such permit is of general applicability and does not apply  
20 exclusively to wireless facilities. All of the following apply to such permit  
21 applications filed by an applicant:

22 a. Neither the state nor a political subdivision may require an applicant to  
23 perform services unrelated to the collocation for which approval is sought.

24 b. Neither the state nor a political subdivision may require an applicant that  
25 is a wireless provider to provide more information in its permit application than such

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1 a governmental unit requires from a communications service provider that is not a  
2 wireless provider and that applies for the same type of permit.

3 c. The state or a political subdivision shall notify an applicant in writing, within  
4 10 days of receiving the application, whether it is complete. If it is incomplete, the  
5 state or political subdivision shall specify why the application is incomplete.

6 d. Except as provided in subd. 1. e., with regard to any type of construction,  
7 building, or encroachment permit required by a political subdivision that relates to  
8 a collocation conducted under this subsection, if the state or a political subdivision  
9 fails to approve or deny a permit application under this section not later than 90 days  
10 after its receipt, the applicant may consider its permit application approved.

11 e. If a permit described in subd. 1. d. does not relate to collocation involving the  
12 construction or installation of new wireless facilities, utility poles, wireless support  
13 structures, conduits, cables, or related appurtenances and facilities described in sub.  
14 (2) (e) 1., and the political subdivision fails to approve or deny the permit application  
15 under this section not later than 60 days after its receipt, the applicant may consider  
16 its permit application approved.

17 f. The state or a political subdivision shall approve a permit application unless  
18 it does not meet the applicable codes. If the permit application is denied for this  
19 reason, the state or political subdivision shall provide the applicant with written  
20 documentation explaining the basis for the denial no later than the date that the  
21 permit application is denied. An applicant may cure the deficiencies identified in the  
22 documentation and resubmit the permit application no later than 30 days after  
23 receipt of the documentation without being required to pay an additional application  
24 fee. The state or a political subdivision shall approve or deny the revised permit  
25 application not later than 30 days after its receipt.

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1           g. An applicant seeking to collocate more than one small wireless facility within  
2 the jurisdiction of a single political subdivision may, at the applicant's discretion, file  
3 a consolidated application and receive a single permit for the collocation of multiple  
4 small wireless facilities.

5           h. If an applicant's permit application is approved, the applicant shall  
6 commence the activity authorized by the permit no later than 365 days after its  
7 receipt and shall pursue work on the activity until completion. Neither the state nor  
8 a political subdivision may place any time limitation on an applicant that is related  
9 to the permit. An applicant may request that the state or a political subdivision  
10 terminate the applicant's permit.

11           2. Neither the state nor a political subdivision may institute a moratorium on  
12 any of the following:

13           a. The filing, receiving, or processing of applications.

14           b. The issuance of permits or other approvals for the collocation of small  
15 wireless facilities.

16           3. An approval under this section authorizes only the installation, placement,  
17 maintenance, or operation of a small wireless facility to provide wireless service and  
18 does not authorize the provision of any other service or the installation, placement,  
19 maintenance, or operation of wireline backhaul service in a right-of-way.

20           4. The state or a political subdivision may require an application for a permit  
21 to collocate wireless facilities and construct, modify, maintain, and operate utility  
22 poles, wireless support structures, conduit, cable, and related appurtenances and  
23 facilities on property to which any of the following applies:

24           a. As of the effective date of this subd. 4. a. .... [LRB inserts date], the property  
25 is located within a historic district, as designated by a political subdivision; listed on



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1 the national register of historic places in Wisconsin; or listed on the state register of  
2 historic places.

3 b. As of the effective date of this subd. 4. b. .... [LRB inserts date], the property  
4 is located in an area in which any pipe, pipeline, duct, wire, line, conduit, or other  
5 equipment, which is used for the transmission, distribution, or delivery of electrical  
6 power, heat, water, gas, sewer, or telecommunications equipment, is located  
7 underground.

8 (d) *Application fees.* 1. The state or a political subdivision may charge an  
9 application fee only if an application fee is required for similar types of permit  
10 applications related to other types of commercial development within the  
11 governmental unit's jurisdiction. Such a fee may be imposed only for the actual,  
12 direct, and reasonable costs incurred by the governmental unit that relate to the  
13 processing and granting of the permit.

14 2. An application fee may not include any of the following:

15 a. Travel expenses incurred by a 3rd party in its review of an application.

16 b. A direct payment or reimbursement of 3rd-party rates or fees charged on a  
17 contingency basis or a result-based arrangement.

18 3. If a dispute arises concerning the appropriateness of an application fee, the  
19 state or political subdivision bears the burden of proving that the fee is reasonably  
20 related to the actual, direct, and reasonable costs incurred by the governmental unit.

21 4. Notwithstanding subs. 1. to 3., an application fee may not exceed the lesser  
22 of the following:

23 a. A building permit issued by the state or a political subdivision for any similar  
24 commercial construction, activity, or land use development.

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1           b. One hundred dollars each for up to 5 small wireless facilities that are  
2 specified in the permit application, and \$50 for each additional small wireless facility  
3 that is specified in the permit application.

4           (e) *Approvals not required.* Neither the state nor a political subdivision may  
5 require applications, permits, or fees for any of the following:

6           1. Routine maintenance.

7           2. The replacement of a wireless facility with a wireless facility that is  
8 substantially similar to, or the same size or smaller than, the existing wireless  
9 facility, except that the governmental unit may require the person seeking to replace  
10 the wireless facility to obtain a permit to work within a right-of-way to complete  
11 such a replacement.

12           3. The installation, placement, maintenance, operation, or replacement of  
13 microwireless facilities that are strung on cables between existing utility poles or  
14 wireless support structures in compliance with applicable codes.

15           (f) *Traffic work permits.* Nothing in this section prohibits a political subdivision  
16 from requiring a work permit for work that will unreasonably affect traffic patterns  
17 or obstruct vehicular traffic in a right-of-way.

18           **(4) ACCESS TO GOVERNMENTAL STRUCTURES.** (a) *Collocation of small wireless*  
19 *facilities on governmental poles and utility poles for designated services.* 1. A person  
20 owning or controlling a governmental pole or a utility pole for designated services  
21 may not enter into an exclusive arrangement with any person for the right to attach  
22 to, or use, such poles.

23           2. The fees or rates charged by the owner of a pole described under subd. 1. may  
24 not be discriminatory, without regard to the type of collocation provided by the person  
25 who contracts to use such a pole.

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1           3. The rate an owner of a utility pole for designated services charges another  
2 person to collocate on the owner's pole may not exceed \$100 per year per pole.

3           4. The rate an owner of a governmental pole charges another person to collocate  
4 on the owner's pole shall be sufficient to recover the actual, direct, and reasonable  
5 costs related to the applicant's application for, and use of, space on the pole, except  
6 that the total annual rate for a collocation and any related activities may not exceed  
7 the lesser of the actual, direct, and reasonable costs related to the collocation or the  
8 amount specified in subd. 3. If a dispute arises concerning the appropriateness of a  
9 rate charged by the state or political subdivision under this subdivision, the  
10 governmental unit bears the burden of proving that the fee is reasonably related to  
11 the actual, direct, and reasonable costs incurred by the governmental unit.

12           5. If a person owning or controlling a governmental pole or a utility pole for  
13 designated services charges any person a fee or rate for a service described under  
14 subd. 2., 3., or 4. on the effective date of this subdivision .... [LRB inserts date], that  
15 is inconsistent with the fees or rates described under subds. 2., 3., and 4., the person  
16 owning such a pole shall revise its fee or rate to be in compliance with those  
17 subdivisions not later than the first day of the 7th month beginning after the effective  
18 date of this subdivision .... [LRB inserts date].

19           6. With regard to a governmental pole that supports aerial cables used for  
20 video, communications, or electric service, and with regard to utility poles for  
21 designated services, the parties shall comply with the process for make-ready work  
22 under 47 USC 224 and its implementing regulations. The good faith estimate of the  
23 person owning or controlling such poles for any make-ready work necessary to  
24 enable the pole to support the requested collocation must include pole replacement  
25 if necessary.

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1           7. With regard to a governmental pole that does not support aerial cables used  
2 for video, communications, or electric service, the governmental unit shall provide  
3 a good faith estimate for any make-ready work necessary to enable the pole to  
4 support the requested collocation, including pole replacement if necessary, not later  
5 than 60 days beginning after receipt of a complete application. Make-ready work,  
6 including any pole replacement, must be completed within 60 days of written  
7 acceptance of the good faith estimate by the applicant.

8           8. A person owning or controlling a governmental pole or a utility pole for  
9 designated services may not require more make-ready work than required to meet  
10 applicable codes or industry standards. Fees for make-ready work may not include  
11 any costs that are related to preexisting conditions, prior damage, or noncompliance  
12 with currently applicable standards. Fees for make-ready work, including any pole  
13 replacement, may not exceed actual costs or the amount charged to other  
14 communications service providers for similar work, and may not include any  
15 consultant fees or expenses.

16           (b) *Collocation on governmental wireless support structures and utility poles*  
17 *outside the right-of-way.* The state or a political subdivision shall authorize the  
18 collocation of small wireless facilities on wireless support structures and utility poles  
19 owned or operated by a governmental unit that are not located within the  
20 right-of-way to the same extent that the governmental unit permits access to such  
21 structures for other commercial projects or uses. Such collocations are subject to sub.  
22 (3) (c) 4. and to reasonable and nondiscriminatory rates, fees, and terms as are  
23 provided in an agreement between the governmental unit and a wireless provider.

24           (5) LOCAL AUTHORITY. (a) Subject to the provisions of this section and applicable  
25 federal law, and except as provided under par. (b), a political subdivision may

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1 exercise zoning, land use, planning, and permitting authority with respect to  
2 wireless support structures and utility poles.

3 (b) A political subdivision may not exercise any authority over the design,  
4 engineering, construction, installation, or operation of any small wireless facility  
5 located in an interior structure or upon the site of any campus, stadium, or athletic  
6 facility that is not owned or controlled by the political subdivision, other than to  
7 comply with applicable codes.

8 (c) Except as provided in this section or required by federal law, a political  
9 subdivision may not adopt or enforce any regulation on the placement or operation  
10 of communications facilities in a right-of-way where an entity is authorized on the  
11 effective date of this paragraph .... [LRB inserts date], to operate in the right-of-way,  
12 or its wireless provider affiliate, and may not regulate or impose or collect fees on  
13 communications services except to the extent specifically provided for in that  
14 authorization, and unless expressly required by state or federal statute.

15 (6) DISPUTE RESOLUTION. A court of competent jurisdiction shall determine all  
16 disputes arising under this section. Unless otherwise agreed to by the parties to a  
17 dispute, and pending resolution of a right-of-way access rate dispute, a political  
18 subdivision controlling access to and use of a right-of-way shall allow the placement  
19 of a wireless facility or wireless support structure at a temporary rate of one-half of  
20 the political subdivision's proposed annual rate, or \$20, whichever is less. Rates  
21 shall be reconciled and adjusted upon final resolution of the dispute. Pending the  
22 resolution of a dispute concerning rates for collocation of small wireless facilities on  
23 government poles or utility poles for designated services, the person owning or  
24 controlling the pole shall allow the collocating person to collocate on its poles, at

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1 annual rates of no more than \$20 per year per pole, with rates to be reconciled and  
2 adjusted upon final resolution of the dispute.

3 (7) INDEMNIFICATION. A wireless provider shall indemnify and hold harmless  
4 a political subdivision against any and all liability and loss from personal injury or  
5 property damage resulting from or arising out of, in whole or in part, the use or  
6 occupancy of rights-of-way by the wireless provider or its employees, agents, or  
7 contractors arising out of the rights and privileges granted under this section. A  
8 wireless provider has no obligation to indemnify or hold harmless against any  
9 liabilities and losses as may be due to or caused by the sole negligence of the political  
10 subdivision or its employees or agents. A wireless provider shall waive any claims  
11 that it may have against a political subdivision with respect to consequential,  
12 incidental, or special damages, however caused, based on the theory of liability.

13 (8) FEDERAL LAW; CONTRACTS. Nothing in this section replaces or supersedes  
14 contractual obligations or federal laws regarding utility poles that relate to wireless  
15 providers and investor-owned electric utilities.

**SECTION 3. Nonstatutory provisions.**

16 (1) If a person is affected by a contract that is in effect on the effective date of  
17 this subsection and that contains provisions that are inconsistent with section  
18 66.0414 (2) (d) or (4) (a) 5. of the statutes but that are not inconsistent with any  
19 applicable law in effect immediately before the effective date of this subsection, then,  
20 notwithstanding section 66.0414 (2) (d) or (4) (a) 5. of the statutes, the person may  
21 perform its obligations, and exercise its rights, under those provisions of the contract  
22 until the contract expires.  
23

**SECTION 4. Initial applicability.**  
24





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*Serving Electric, Water & Wastewater Since 1886*

**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Adoption of the American Public Power Association (APPA) Safety Manual 16<sup>th</sup> Edition, 2017

The Municipal Electric Utilities of Wisconsin (MEUW) has initiated training for all 82 municipal electric utilities in Wisconsin from the revised APPA Safety Manual 16<sup>th</sup> Edition, 2017. Accordingly, it is requested that the Stoughton Utilities Committee adopt the APPA Safety Manual 16<sup>th</sup> Edition, 2017 and recommend it and the corresponding resolution to the Stoughton Common Council on June 27, 2017

Encl.



**City of Stoughton, 381 E Main Street, Stoughton WI 53589**

**RESOLUTION FROM THE UTILITIES COMMITTEE TO THE  
STOUGHTON COMMON COUNCIL**

Authorizing and directing the proper City official(s) to adopt the American Public Power Association (APPA) Safety Manual 16<sup>th</sup> Edition, 2017.

Committee Action:

Fiscal Impact:           None

**File Number:**

**Date Introduced:**   June 27, 2017

**WHEREAS**, the Municipal Electric Utilities of Wisconsin (MEUW) has initiated training for all 82 Municipal Electric Utilities in Wisconsin from the revised APPA Safety Manual 16<sup>th</sup> Edition, 2017, and

**WHEREAS**, your Stoughton Utilities Committee met on June 19, 2017 to consider and adopt the APPA Safety Manual 16<sup>th</sup> Edition, 2017 and recommends adoption, now therefore

**BE IT RESOLVED** by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to adopt the APPA Safety Manual 16<sup>th</sup> Edition, 2017.

**Council Action:**    **Adopted**        **Failed**       **Vote** \_\_\_\_\_

**Mayoral Action:**    **Accept**        **Veto**

\_\_\_\_\_  
Donna Olson, Mayor

\_\_\_\_\_  
Date

**Council Action:**   \_\_\_\_\_    **Override**       **Vote** \_\_\_\_\_

**Safety Manual  
for an Electric Utility**

The 2017 revisions to this manual were prepared by:

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The American Public Power Association would like to thank those who have contributed to the content of this document. Invaluable assistance was provided by members of the American Public Power Association Safety Manual Revision Task Force.

American Public Power Association Safety Manual  
Sixteenth Edition 2017

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**Date:** June 13, 2017

**To:** Stoughton Utilities Committee

**From:** Robert P. Kardasz, P.E.  
Stoughton Utilities Director

**Subject:** Utilities Committee Future Agenda Item(s)

This item appears on all agendas of Committees of the City of Stoughton.