



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, October 15, 2018 at 5:00 p.m.
Location: Edmund T. Malinowski Board Room, Stoughton Utilities Administration Office
600 South Fourth Street, Stoughton, Wisconsin
Members: Citizen Member Kym Ackerman, Citizen Member David Erdman (Chair),
Aldersperson Regina Hirsch, Citizen Member John Kallas (Vice-Chair), Aldersperson
Pat O'Connor, Mayor Tim Swadley, Aldersperson Nicole Wiessinger

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. Draft Minutes of the September 17, 2018 Regular Utilities Committee Meeting
- b. Stoughton Utilities Payments Due List Report
- c. Stoughton Utilities July 2018 Financial Summary
- d. Stoughton Utilities August 2018 Financial Summary
- e. Stoughton Utilities August 2018 Statistical Report
- f. Stoughton Utilities September 2018 Activities Report
- g. Utilities Committee Annual Calendar
- h. Communications

OLD BUSINESS

1. Status of the Utilities Committee recommendation(s) to the Stoughton Common Council
(Discussion)
2. Update on the Utilities Director position recruitment and transition/interim management plan
(Discussion)

NEW BUSINESS

3. Pole Attachment License Agreement revisions for a new licensee **(Action)**
4. Real estate listing of the vacant land located at 3201 McComb Rd **(Action)**
5. Stoughton Utilities Lead Awareness pamphlet **(Discussion)**
6. Invitation to attend an orientation to WPPI Energy **(Discussion)**
7. Scheduling of the Utilities Committee regular meetings in November and December **(Action)**
8. 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

cc: Stoughton City Attorney Matthew Dregne
Stoughton Common Council Members
Stoughton City Clerk Holly Licht
Stoughton Leadership Team
Stoughton Utilities Electric System Supervisor Bryce Sime
Stoughton Utilities Operations Superintendent Sean Grady
Stoughton Utilities Water System Supervisor Kent Thompson
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 or 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>.

DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, September 17, 2018 – 5:00 p.m.

Stoughton, WI

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Location: Edmund T. Malinowski Board Room
Stoughton Utilities Administration Office
600 South Fourth Street
Stoughton, Wisconsin, 53589

Members Present: Citizen Member Kym Ackerman, Citizen Member David Erdman, Alderperson Regina Hirsch, Citizen Member John Kallas, Alderperson Pat O'Connor, Mayor Tim Swadley, Alderperson Nicole Wiessinger

Excused: None

Absent: None

Others Present: Stoughton Director of Finance & Comptroller Jamin Friedl, CPA, John Hallinan, Stoughton Utilities Assistant Director Brian Hoops, Stoughton Utilities Director Robert Kardasz, P.E., Stoughton Utilities Operations Specialist Marty Seffens, Al Waller

Call to Order: Utilities Committee Chairperson David Erdman called the regular Stoughton Utilities Committee Meeting to order at 5:00 p.m.

Utilities Committee Consent Agenda: Stoughton Utilities staff presented and discussed the Stoughton Utilities Committee consent agenda items. Staff explained that the Stoughton Utilities July 2018 Financial Statements would be presented at the October meeting due to staff training in the City Finance & Accounting Department. Discussion followed.

Motion by Hirsch, the motion seconded by Wiessinger, to approve the following consent agenda items as presented: Draft Minutes of the August 20, 2018 Regular Utilities Committee Meeting, Stoughton Utilities Payments Due List Report, Stoughton Utilities July 2018 Statistical Report, Stoughton Utilities August 2018 Activities Report, Utilities Committee Annual Calendar, Communications. The motion carried unanimously 7 to 0.

Status of the Utilities Committee recommendation(s) to the Stoughton Common Council: Stoughton Utilities staff presented and discussed the following items from the Stoughton Utilities Committee that were approved and/or placed on file by the Stoughton Common Council:

- Stoughton Utilities Payments Due List Report
- Stoughton Utilities Committee July 16, 2018 Meeting Minutes
- Stoughton Utilities June 2018 Financial Summary
- Stoughton Utilities June 2018 Statistical Report

Update on the Utilities Director position transition: Chairperson Erdman, Mayor Swadley, and Stoughton Utilities staff discussed transition plans. An ad hoc committee consisting of members of the Stoughton Personnel Committee, Utilities Committee Chairperson David Erdman, Stoughton resident Michael Engelberger, and Stoughton Utilities employee Sean Grady has been formed and will be meeting to review the position description and propose possible modifications, as well as discuss Interim Director

DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, September 17, 2018 – 5:00 p.m.

Stoughton, WI

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plans and the timing of posting the position opening. Utilities Director Kardasz provided a handout detailing suggested changes to the position description, and discussion followed.

Changes to the City of Stoughton ordinance relating to the supervision of the Utilities Director were recommended by the Stoughton Personnel Committee and are being reviewed by the City Attorney. Discussion followed.

Stoughton Utilities Proposed 2019 Budget and Five Year (2019 – 2023) Capital Improvement Projects

(CIP) Plan: Stoughton Utilities and City staff presented and discussed the proposed 2018 Stoughton Utilities budget. Discussion followed. Erdman discussed the “rightsizing” proposal that was presented at the September 13, 2018 meeting of the Stoughton Personnel Committee. Staff explained that the presented budget included a 3% increase to employee compensation, but would be adjusted prior to final approval if the City Council decides to move forward with a revised compensation plan for all city employees. Staff discussed their concerns with recovering any rightsizing compensation increases due to PSC regulation and their review of labor costs during regulatory rate reviews. Motion by Wiessinger, the motion seconded by Hirsch, to approve the Stoughton Utilities 2019 budget and recommend its approval to the Stoughton Common Council. The motion carried unanimously 7 to 0.

Stoughton Utilities and City staff presented and discussed the proposed 2019 five year Capital Improvement Projects (CIP) Plan. Staff noted that following the distribution of packet materials, an additional project was requested to be added to the Wastewater Division CIP in the amount of \$25,000 for 2019. Discussion followed. Motion by Ackerman, the motion seconded by Wiessinger, to approve the Stoughton Utilities 2019 five year (2019-2023) Capital Improvement Projects (CIP) Plan with the addition of a \$25,000 Wastewater Division project, and recommend its approval to the Stoughton Common Council. The motion carried unanimously 7 to 0.

Utilities Committee future agenda items: Staff informed the committee that upcoming topics include updates on the Utilities Director position transition, a review of the informational brochure being developed to inform the public of lead water services, and revisions to a pole attachment contract between Stoughton Utilities and a telecommunications provider.

Tour of the Stoughton Utilities Wastewater Treatment Facility: Stoughton Utilities staff invited the committee members to participate in a tour of the Stoughton Utilities Wastewater Treatment Facility immediately following the meeting. Discussion followed.

Adjournment: Motion by Hirsch, the motion seconded by O’Connor, to adjourn the regular Stoughton Utilities Committee Meeting at 6:31 p.m. The motion carried unanimously 7 to 0.

The tour of the Stoughton Utilities Wastewater Treatment Facility did not occur due to committee members having other commitments.

Respectfully submitted

Brian R. Hoops
Stoughton Utilities Assistant Director

Date: Wednesday, October 03, 2018
 Time: 11:09AM
 User: SGUNSOLUS

Stoughton Utilities
Check Register Summary - Standard

Page: 1 of 5
 Report: 03699W.rpt
 Company: 7430

Period: - As of: 10/3/2018

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
Company: 7430					
001671	EP	9/7/2018	29,143.61	516 WELLS FARGO BANK	VO for check batch: 308542
001672	HC	9/30/2018	1,258,260.41	009 WPPI	WPPI-Renewable energy/WPPI-Buy Back Solar Credit/WPPI-Shared Savings/WPPI-Large Power/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services
001673	HC	9/30/2018	1,233.14	001 Delta Dental - Ach	Delta Dental - Sept Ach/Delta Dental - Sept Ach/Delta Dental - Sept Ach
001674	HC	9/30/2018	418.78	547 Charter Communications-Ach	Charter Comm-Sept Ach/Charter Comm-Sept Ach/Charter Comm-Sept Ach/Charter Comm-Sept Ach
001675	HC	9/30/2018	187.13	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-Sept Ach/Gordon Flesch-Sept Ach/Gordon Flesch-Sept Ach/Gordon Flesch-Sept Ach
001676	HC	9/30/2018	461.23	007 TDS Metrocom - Ach	TDS Metrocom - Sept Ach/TDS Metrocom - Sept Ach/TDS Metrocom - Sept Ach/TDS Metrocom - Sept Ach
001677	HC	9/30/2018	30.52	421 FIRST DATA CHARGES	First Data-Sept Ach/First Data-Sept Ach/First Data-Sept Ach/First Data-Sept Ach
001678	HC	9/30/2018	1,038.52	002 Employee Benefits Corp - Ach	EBC - Sept Ach/EBC - Sept Ach/EBC - Sept Ach/EBC - Sept Ach
001679	HC	9/30/2018	180.00	318 PITNEY-BOWES INC-PURCHASE POWER	Pitney Bowes-Sept Ach/Pitney Bowes-Sept Ach/Pitney Bowes-Sept Ach/Pitney Bowes-Sept Ach
001680	HC	9/30/2018	1,361.86	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-Sept Ach
001681	HC	9/30/2018	87.13	011 Deposit Slip Reorder- Ach	Deposit Slip Reorder-Sept Ach
001682	HC	9/30/2018	136.09	952 AT&T	AT&T - Sept Ach/AT&T - Sept Ach
001683	HC	9/30/2018	785.15	004 Us Cellular - Ach	Us Cellular - Sept Ach/Us Cellular - Sept Ach/Us Cellular - Sept Ach/Us Cellular - Sept Ach

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001684	HC	9/30/2018	267.88	003 Alliant Energy - Ach	Alliant Energy - Sept Ach/Alliant Energy - Sept Ach/Alliant Energy - Sept Ach/Alliant Energy - Sept Ach/Alliant Energy - Sept Ach/Alliant Energy - Sept Ach
001685	HC	9/30/2018	10,802.54	020 Wells Fargo Bank-Ach	Client Anslsysis-Sept Ach/Client Anslsysis-Sept Ach/Client Anslsysis-Sept Ach/Client Anslsysis-Sept Ach
001686	HC	9/30/2018	7,115.44	008 Payroll State Taxes - Ach	State Taxes-Sept Ach/State Taxes-Sept Ach
001687	HC	9/30/2018	37,031.52	025 Payroll Federal Taxes- Ach	Federal Taxes-Sept Ach/Federal Taxes-Sept Ach/Federal Taxes-Sept Ach/Federal Taxes-Sept Ach
001688	HC	9/30/2018	72,010.03	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-Sept Ach/Dept of Rev-Sept Ach
025862	CK	9/6/2018	8,265.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching
025863	CK	9/6/2018	468.13	410 CUTTING EDGE SIGNS & GRAPHICS	Cutting Edge-Graphics
025864	CK	9/6/2018	1,000.00	614 SAMUEL LEE MCHONE	S Mchone-Scholarship
025865	CK	9/6/2018	261.17	701 ASHLEY GULLICKSON	A Gullickson-Customer Refund/A Gullickson-Customer Refund/A Gullickson-Customer Refund
025866	CK	9/6/2018	6,939.00	207 L.W. ALLEN, INC.	LW Allen-Elevated tower
025867	CK	9/6/2018	2,416.25	448 STRAND ASSOCIATES INC.	Strand-Screw Pump paint/Strand-Well 4 work/Strand-West Sub/Strand-Scada issues
025868	CK	9/6/2018	529.42	846 CUMMINS NPOWER LLC	Cummins-Service Call
025869	CK	9/6/2018	1,067.00	900 GENERAL HEATING & AIR CONDITION., INC.	Gen Heating-Agreement/Gen Heating-Agreement/Gen Heating-Agreement
025870	CK	9/6/2018	176.77	133 WISCONSIN SCTF	WI SCTF-Sept A Support
025871	CK	9/6/2018	272.00	133 WISCONSIN SCTF	WI SCTF-Sept A Support
025872	CK	9/6/2018	40.00	133 WISCONSIN SCTF	WI SCTF-Sept A Support
025873	CK	9/6/2018	4,242.42	276 PRO ELECTRIC, INC.	Pro Electric-Retainager

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
025874	CK	9/6/2018	1,582.85	491 PUBLIC SVC. COMM. OF WI.	PSC-Assessments/PSC-Assessments
025875	CK	9/12/2018	326.00	279 STOUGHTON HOSPITAL ASSOC.	Stoton-Drug Tests/Stoton-Drug Tests
025876	CK	9/12/2018	4,985.50	362 UTILITY SERVICE CO., INC	Utility-Qtr tower
025877	CK	9/12/2018	425.00	141 ENERGENECS, INC.	Energencecs-Dis Repair
025878	CK	9/12/2018	1,380.00	327 BORDER STATES ELECTRIC SUPPLY	Border States-Erts
025879	CK	9/12/2018	102.60	474 WOODWARD COMMUNITY MEDIA	Woodward-Advertisement
025880	CK	9/12/2018	175.47	639 BRITTANY SCHOECHERT & LUCAS MOHR	B Schoechert-Customer Ref
025881	CK	9/12/2018	5,991.95	727 GLS UTILITY LLC	GLS Utility-Aug Locates/GLS Utility-Aug Locates/GLS Utility-Aug Locates
025882	CK	9/12/2018	275.17	358 KUNZ GLOVE CO., INC.	Kunz-Gloves
025883	CK	9/12/2018	3,404.03	400 RESCO	Resco-Inventory/Resco-Supplies/Resco-Inventory
025884	CK	9/12/2018	208.00	405 ROSENBAUM CRUSHING & EXCAV.	Rosenbaum-Repair Material
025885	CK	9/19/2018	48,328.40	131 CITY OF STOUGHTON	City Stoton-Aug Health Ins/City Stoton-July Legal shield/City Stoton-July Aflac/City Stoton-Aug Health Ins/City Stoton-Aug Health Ins/City Stoton-Vehicle Maint.
025886	CK	9/19/2018	19,278.76	131 CITY OF STOUGHTON	City Stoton-Sept Retirement/City Stoton-Sept Retirement/City Stoton-Sept Retirement
025887	CK	9/19/2018	111.07	158 JAMES POST	J Post-Solar Credit Refund
025888	CK	9/19/2018	50.01	494 BRUCE ANDRE	B Andre-Solar Credit Refund
025889	CK	9/19/2018	195.92	766 JAMES STANGER	J Stanger-Solar Credit Refund
025890	CK	9/19/2018	256.95	964 STEVE FELIO	S Felio-Solar Credit Refund
025891	CK	9/19/2018	6,137.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching
025892	CK	9/19/2018	3,317.64	451 INSIGHT FS	Insight-Fuel/Insight-Fuel/Insight-Fuel

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
025893	CK	9/19/2018	232.85	736 GARY BIRCH	G Birch-Const Refund
025894	CK	9/19/2018	86.65	788 URSO BROS LLC	Urso-Customer Refund
025895	CK	9/19/2018	82.03	895 ROBIN SWANGSTU	R Swangstu-Cust Refund
025896	CK	9/19/2018	272.00	133 WISCONSIN SCTF	WI SCTF-Sept B Support
025897	CK	9/19/2018	40.00	133 WISCONSIN SCTF	WI SCTF-Sept B Support
025898	CK	9/19/2018	176.77	133 WISCONSIN SCTF	WI SCTF-Sept B Support
025899	CK	9/19/2018	309.20	858 CASEY HARKINS	C Harkins-Credit Refund
025900	CK	9/25/2018	20,501.50	290 MID-WEST TREE & EXCAVATION, INC	Mid West-Trenching/Midwest-Trenching
025901	CK	9/25/2018	593.12	491 PUBLIC SVC. COMM. OF WI.	PSC-Assessments
025902	CK	9/25/2018	57.00	584 VINING SPARKS IBG, L.P.	Vining Sparks-Safekeeping
025903	CK	9/25/2018	45,182.32	131 CITY OF STOUGHTON	City Stoton-Stormwater
025904	CK	9/25/2018	8,493.20	303 MP SYSTEMS, INC.	MP Systems-East Bay Fault/MP Systems-Ct project
025905	CK	9/25/2018	5,253.00	209 OPEN SYSTEMS INTERNATIONAL, INC.	Open Systems-Support
025906	CK	9/25/2018	74.72	285 GWENN NYHAGEN	G Nyhagen-Customer Refund
025907	CK	9/25/2018	10,905.81	400 RESCO	Resco-Supplies/Resco-Inventory/Resco-Inventory/R esco-Inventory/Resco-Transformers/Resco-Supplie s
101713	CK	9/7/2018	1,952.50	157 FORSTER ELEC. ENG.,INC.	Forster-Tech Assist/Forster-Tech Assist/Forster-Updates/Forster-Scada/Forster-Tech Assist
101714	CK	9/7/2018	4,070.00	463 GREAT-WEST	Great West-Sept A Def Comp

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
101715	CK	9/7/2018	2,200.00	519 B & H LAWN CARE	B & H - South Sub Mowing/B & H - Van Buren Mowing/B & H - Well 6 Mowing/B & H - WW Mowing/B & H - Well 5 Mowing/B & H - Taylor Ln Mowing/B & H-Admin Mowing/B & H - West Sub Mowing/B & H - Cnty B Mowing/B & H - Water Tower mowing/B & H-Admin Mowing+
101716	CK	9/7/2018	1,450.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Sept A Def Comp
101717	CK	9/7/2018	5,903.91	995 MEUW	MEUW - Safety Mgmt/MEUW - Safety Mgmt/MEUW - Safety Mgmt
101718	CK	9/20/2018	170.00	404 JESSE MOWERY	J Mowery-School exp/J Mowery-School exp
101719	CK	9/20/2018	6,070.00	463 GREAT-WEST	Great West-Sept B Def Comp
101720	CK	9/20/2018	450.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Sept B Def Comp
101721	CK	9/20/2018	59.43	732 BROOK JOHNSON	B Johnson-Solar Credit
101722	CK	9/20/2018	1,916.00	911 FAITH TECHNOLOGIES, INC.	Faith-Ir Scan/Faith-Ir Scan
101723	CK	9/26/2018	5,528.24	603 SEERA-WIPFLI LLP	Seera-CTC Funds
101724	CK	9/26/2018	4,365.21	852 INFOSEND, INC	Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing
101725	CK	9/26/2018	4,926.60	995 MEUW	MEUW - JT & S program/MEUW - JT & S program/MEUW - JT & S program
Company Total			1,674,082.52		

Date: Friday, September 07, 2018

Time: 08:41AM

User: SGUNSOLUS

Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000088'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
Import ID: 009010		Import # : 0000000088							
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	32.00	WASTEWATER LAB CHARGES	08/01/2018	8300	-
7460	833	000000	390	BADGER WATER	41.75	LAB WATER FOR SAMPLING	08/02/2018	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	32.00	WASTEWATER LAB CHARGES	08/03/2018	8300	-
7460	833	000000	937	SPEE-DEE DELIVERY	28.74	LAB DELIVERY CHARGES	08/20/2018	8300	-
7460	833	000000	830	NCL OF WISCONSIN INC	540.42	LAB SUPPLIES	08/22/2018	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	168.00	WASTEWATER LAB CHARGES	08/27/2018	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	32.00	WASTEWATER LAB CHARGES	08/30/2018	8300	-
7460	833	000000	830	NCL OF WISCONSIN INC	80.68	WASTEWATER LAB CHARGES	08/30/2018	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE, IN	248.00	WASTEWATER SAMPLING	08/31/2018	8300	-
7460	851	000000	836	MSFT E040069Q0E	13.92	SOFTWARE LICENSING - HOSTED MS LYNC	08/03/2018	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	18.78	CC Processing - Desktop and Recurring	08/03/2018	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	29.55	CC Processing - MyAccount online	08/03/2018	5250	-
7460	851	000000	854	DISCOUNTASP.NET	80.25	Web hosting - SU public website - Annual	08/20/2018	5250	-
7460	834	000000	436	STOUGHTON LUMBER CO	17.18	PAINT SUPPLIES	08/10/2018	8710	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	7.92	MISC SUPPLIES	08/15/2018	8710	-
7460	833	000000	994	TRACTOR SUPPLY #2236	59.98	OIL FOR GBT	08/24/2018	8710	-
7460	851	000000	108	ASLESON'S TRUE VALUE HDW	4.29	OFFICE SUPPLIES	08/01/2018	8200	-
7460	833	000000	236	GRAINGER	142.98	THERMOMETER	08/01/2018	8200	-
7460	379	000000	775	NOR NORTHERN TOOL	2,349.99	PRESSURE WASHER	08/10/2018	8200	-
7460	851	000000	108	ASLESON'S TRUE VALUE HDW	9.08	OFFICE SUPPLIES	08/14/2018	8200	-
7460	834	000000	775	NORTHERN TOOL + EQUIP	59.99	PRESSURE WASH NOZZLE	08/15/2018	8200	-
7460	834	000000	236	GRAINGER	49.38	OUTLETS	08/15/2018	8200	-
7460	834	000000	236	GRAINGER	118.60	FUSES	08/15/2018	8200	-
7460	851	000000	270	MADISON NEWSPAPERS	156.00	NEWSPAPER SUBSCRIPTION	08/15/2018	8200	-
7460	834	000000	236	GRAINGER	69.00	FUSES	08/15/2018	8200	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	10.99	OUTLET	08/15/2018	8200	-
7460	834	000000	775	NORTHERN TOOL + EQUIP	79.99	PRESSURE WASH HOSE	08/16/2018	8200	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	9.98	HOSE CONNECTIONS	08/17/2018	8200	-
7460	833	000000	719	MOTION INDUSTRIES WI03	38.98	EXHAUST BEARINGS FOR BLOWER ROOM	08/24/2018	8200	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	13.99	HVAC BELT	08/24/2018	8200	-
7460	833	000000	408	ALFA LAVAL	1,429.29	STEERING CYLINDER	08/27/2018	8200	-
7460	850	000000	601	SQ FOSDAL HOME BAK	5.50	MEETING EXPENSE - CITY LEADERSHIP TEAM	08/09/2018	3680	-
7460	851	000000	352	STAPLS7202390056000001	65.91	GENERAL JANITORIAL AND KITCHEN SUPPLIES	08/10/2018	3680	-
7460	851	000000	352	STAPLS7202388791000001	21.24	GENERAL OFFICE SUPPLIES	08/10/2018	3680	-
7460	850	000000	601	SQ FOSDAL HOME BAK	2.48	MEETING EXPENSE - UTILITIES COMMITTEE	08/21/2018	3680	-
7460	851	000000	352	STAPLS7203360649000001	72.90	GENERAL KITCHEN AND JANITORIAL SUPPLIES	08/27/2018	3680	-
7460	851	000000	422	AMZN MKTP US	26.84	TELEVISION MEDIA SUPPLIES	08/30/2018	3680	-
7460	831	000000	994	TRACTOR SUPPLY #2236	64.98	JET VAC TRUCK TOOLS	08/15/2018	8740	-
7460	854	000000	809	CINTAS 446	26.31	UNIFORM CLEANING	08/06/2018	4000	-
7460	854	000000	809	CINTAS 446	26.31	UNIFORM CLEANING	08/13/2018	4000	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	127.50	JANITORIAL	08/14/2018	4000	-
7460	854	000000	809	CINTAS 446	26.31	UNIFORM CLEANING	08/20/2018	4000	-

Date: Friday, September 07, 2018

Time: 08:41AM

User: SGUNSOLUS

Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000088'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7460	854	000000	809	CINTAS 446	26.31	UNIFORM CLEANING	08/27/2018	4000	-
7460	834	000000	134	CRESCENT ELECTRIC 087	430.50	HALLWAY LIGHTS	08/23/2018	4100	-
7450	921	000000	836	MSFT E040069Q0E	10.44	SOFTWARE LICENSING - HOSTED MS LYNC	08/03/2018	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	14.08	CC Processing - Desktop and Recurring	08/03/2018	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	22.16	CC Processing - MyAccount online	08/03/2018	5250	-
7450	921	000000	854	DISCOUNTASP.NET	64.20	Web hosting - SU public website - Annual	08/20/2018	5250	-
7450	920	000000	957	OPC MSC SERVICE FEE 024	3.32	TRAINING CONVENIENCE FEE	08/13/2018	8400	-
7450	920	000000	548	OPC WI RURAL WTR CONF	130.00	TRAINING	08/13/2018	8400	-
7450	642	000000	108	ASLESON'S TRUE VALUE HDW	10.99	TOOLS FOR WATER DEPARTMENT	08/14/2018	8400	-
7450	642	000000	317	CENEX D M SERV07083686	17.94	PROPANE FOR WEEDE BURNER	08/16/2018	8400	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	25.96	PARTS FOR CURB STOP	08/09/2018	8700	-
7450	631	000000	626	663 STOUGHTON BUMPER TO B	26.38	WELL 5 FAN REPAIRS	08/14/2018	8700	-
7450	107.14	000000	354	HYDRO DESIGNS	693.57	CROSS CONNECTION INSPECTIONS	08/03/2018	7400	180901XX - 1
7450	642	000000	974	NORTHERN LAKE SERVICE, IN	296.00	WATER SAMPLE TESTING	08/03/2018	7400	-
7450	642	000000	675	WI STATE HYGIENE LAB	25.00	FLOURIDE TESTING	08/07/2018	7400	-
7450	642	000000	571	USA BLUE BOOK	149.26	WATER SAMPLE SUPPLIES	08/10/2018	7400	-
7450	633	000000	994	REVERE ELECTRIC SUPPLY CO	1,019.00	BREAKER AT WELL 6	08/15/2018	7400	-
7450	677	000000	571	USA BLUE BOOK	94.65	HYDRANT OIL	08/17/2018	7400	-
7450	641	000000	309	HAWKINS INC	1,321.18	CHEMICALS	08/17/2018	7400	-
7450	920	000000	994	WISCONSIN AWWA	235.00	WIAWWA CONFERENCE	08/23/2018	7400	-
7450	663	000000	165	MIDWEST METER	1,742.45	METER CHAMBER REPLACEMENT	08/28/2018	7400	-
7450	642	000000	824	UPS 1ZG194WT0308758742	9.73	SHIPPING OF WATER SAMPLES FOR TESTING	08/09/2018	3680	-
7450	920	000000	601	SQ FOSDAL HOME BAK	4.40	Meeting expense - City Leadership Team	08/09/2018	3680	-
7450	921	000000	352	STAPLS7202390056000001	52.72	General janitorial and kitchen supplies	08/10/2018	3680	-
7450	921	000000	352	STAPLS7202388791000001	15.93	General office supplies	08/10/2018	3680	-
7450	642	000000	824	UPS 1ZG194WT0322956402	9.73	SHIPPING OF WATER SAMPLES FOR TESTING	08/16/2018	3680	-
7450	920	000000	601	SQ FOSDAL HOME BAK	1.98	Meeting expense - Utilities Committee	08/21/2018	3680	-
7450	642	000000	824	UPS 1ZG194WT0335131822	9.73	SHIPPING OF WATER SAMPLES FOR TESTING	08/23/2018	3680	-
7450	921	000000	352	STAPLS7203360649000001	58.31	General kitchen and janitorial supplies	08/27/2018	3680	-
7450	624	000000	436	STOUGHTON LUMBER CO	1.80	BOLTS FOR WELL MCC	08/09/2018	6980	-
7450	926	000000	809	CINTAS 446	35.55	UNIFORM CLEANING	08/06/2018	4000	-
7450	926	000000	809	CINTAS 446	35.55	UNIFORM CLEANING	08/13/2018	4000	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	102.00	JANITORIAL	08/14/2018	4000	-
7450	920	000000	105	AWWA.ORG	20.00	AWWA MEMBERSHIP	08/15/2018	4000	-
7450	926	000000	809	CINTAS 446	35.55	UNIFORM CLEANING	08/20/2018	4000	-
7450	926	000000	809	CINTAS 446	35.55	UNIFORM CLEANING	08/27/2018	4000	-
7450	633	000000	134	CRESCENT ELECTRIC 087	46.06	WELL 6 WORK	08/22/2018	4100	-
7450	932	000000	134	CRESCENT ELECTRIC 087	344.40	HALLWAY LIGHTS	08/23/2018	4100	-
7450	633	000000	134	CRESCENT ELECTRIC 087	20.90	SWITCH FOR WELL	08/24/2018	4100	-
7430	921	000000	836	MSFT E040069Q0E	29.00	Software licensing - Hosted MS Lync	08/03/2018	5250	-
7430	233	001099	836	MSFT E040069Q0E	4.64	Software licensing - Hosted MS Lync	08/03/2018	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	39.12	CC Processing - Desktop and Recurring	08/03/2018	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	6.27	CC Processing - Desktop and Recurring	08/03/2018	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	61.57	CC Processing - MyAccount online	08/03/2018	5250	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	233	001099	419	PAYFLOW/PAYPAL	9.87	CC Processing - MyAccount online	08/03/2018	5250	-
7430	921	000000	854	DISCOUNTASP.NET	176.55	Web hosting - SU public website - Annual	08/20/2018	5250	-
7430	593	000000	108	ASLESON'S TRUE VALUE HDW	7.41	MISC ELECTRIC SUPPLIES	08/07/2018	5200	-
7430	597	000000	164	THE UPS STORE 3617	12.76	METER SUPPLIES	08/27/2018	5200	-
7430	594	000000	108	ASLESON'S TRUE VALUE HDW	25.99	UNDERGROUND SUPPLIES	08/31/2018	5200	-
7430	932	000000	436	STOUGHTON LUMBER CO	5.99	WOOD FILLER FOR OFFICE DOOR	08/06/2018	8700	-
7430	933	000000	626	663 STOUGHTON BUMPER TO B	7.37	PARTS FOR TRUCK 4	08/14/2018	8700	-
7430	933	000000	108	ASLESON'S TRUE VALUE HDW	4.29	PARTS FOR TRUCK 4	08/14/2018	8700	-
7430	933	000000	436	STOUGHTON LUMBER CO	25.99	PARTS FOR TRUCK 4	08/15/2018	8700	-
7430	933	000000	148	FASTENAL COMPANY01	32.55	PARTS FOR TRUCK 4	08/17/2018	8700	-
7430	933	000000	148	FASTENAL COMPANY01	65.35	PARTS FOR TRUCK 4	08/21/2018	8700	-
7430	588	000000	436	STOUGHTON LUMBER CO	14.00	YARD RESTORATION	08/23/2018	8700	-
7430	933	000000	626	663 STOUGHTON BUMPER TO B	7.49	PARTS FOR TRUCK 4	08/23/2018	8700	-
7430	143	000000	994	REVERE ELECTRIC SUPPLY CO	56.05	SALES TAX REFUNDABLE	08/15/2018	7400	-
7430	143	000000	436	STOUGHTON LUMBER CO	200.45	PPW event equipment rentals - WPPI Reimbursed	08/03/2018	3680	-
7430	143	000000	272	CRESTLINE	468.31	PPW EVENT CUSTOMER ITEMS - WPPI REIMBURSED	08/08/2018	3680	-
7430	920	000000	601	SQ FOSDAL HOME BAK	12.10	Meeting expense - City Leadership Team	08/09/2018	3680	-
7430	921	000000	352	STAPLS7202390056000001	144.99	General janitorial and kitchen supplies	08/10/2018	3680	-
7430	921	000000	352	STAPLS7202388791000001	44.26	General office supplies	08/10/2018	3680	-
7430	233	001099	352	STAPLS7202388791000001	7.10	General office supplies	08/10/2018	3680	-
7430	143	000000	507	WAL-MART #1176	4.88	PPW event supplies - WPPI Reimbursed	08/14/2018	3680	-
7430	143	000000	507	WAL-MART #1176	21.32	PPW event supplies - WPPI Reimbursed	08/14/2018	3680	-
7430	143	000000	422	AMZN MKTP US AMZN.COM/BIL	78.52	PPW EVENT SUPPLIES - WPPI REIMBURSED	08/15/2018	3680	-
7430	143	000000	507	WALMART GROCERY	3.76	PPW EVENT SUPPLIES - WPPI REIMBURSED	08/20/2018	3680	-
7430	143	000000	507	WALMART GROCERY	181.94	PPW EVENT SUPPLIES - WPPI REIMBURSED	08/20/2018	3680	-
7430	920	000000	601	SQ FOSDAL HOME BAK	5.44	Meeting expense - Utilities Committee	08/21/2018	3680	-
7430	143	000000	507	WAL-MART #1176	20.60	PPW event supplies - WPPI Reimbursed	08/22/2018	3680	-
7430	921	000000	352	STAPLS7203360649000001	160.36	General kitchen and janitorial supplies	08/27/2018	3680	-
7430	933	000000	436	STOUGHTON LUMBER CO	10.62	MISC VEHICLE COSTS	08/23/2018	6960	-
7430	932	000000	507	WAL-MART #1176	7.72	MISC ELECTRIC SUPPLIES	08/06/2018	6930	-
7430	588	000000	507	WAL-MART #1176	20.82	MISC ELECTRIC SUPPLIES	08/07/2018	6930	-
7430	933	000000	317	CENEX D M SERV07083686	32.00	PROPANE FOR FORKLIFT	08/01/2018	5275	-
7430	933	000000	317	CENEX D M SERV07083686	32.00	PROPANE FOR FORKLIFT	08/22/2018	5275	-
7430	593	000000	436	STOUGHTON LUMBER CO	19.97	TREE CUTTING BLADES	08/03/2018	6980	-
7430	588	000000	436	STOUGHTON LUMBER CO	36.92	MISC SUPPLIES	08/06/2018	6980	-
7430	933	000000	436	STOUGHTON LUMBER CO	36.92	TRAILER PIN	08/09/2018	6980	-
7430	926	000000	809	CINTAS 446	186.26	UNIFORM CLEANING	08/06/2018	4000	-
7430	933	000000	994	CAPITAL EQUIPMENT	69.00	FORKLIFT MAINT	08/13/2018	4000	-
7430	926	000000	809	CINTAS 446	186.26	UNIFORM CLEANING	08/13/2018	4000	-
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	280.50	JANITORIAL	08/14/2018	4000	-
7430	926	000000	809	CINTAS 446	186.26	UNIFORM CLEANING	08/20/2018	4000	-
7430	926	000000	809	CINTAS 446	186.26	UNIFORM CLEANING	08/27/2018	4000	-
7430	592	000000	236	GRAINGER	54.03	STATION PARTS	08/01/2018	4100	-
7430	932	000000	134	CRESCENT ELECTRIC 087	5,540.50	NEW LIGHTS FOR TRUCK ROOM	08/07/2018	4100	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	232	001099	134	CRESCENT ELECTRIC 087	331.42	ELECTRIC INVENTORY	08/07/2018	4100	-
7430	932	000000	134	CRESCENT ELECTRIC 087	33.00	NEW LIGHTS FOR TRUCK ROOM	08/09/2018	4100	-
7430	232	001099	134	CRESCENT ELECTRIC 087	1,155.00	ELECTRIC INVENTORY	08/22/2018	4100	-
7430	593	000000	134	CRESCENT ELECTRIC 087	147.20	VINYL TAPE	08/22/2018	4100	-
7430	932	000000	327	BORDER STATES ELECTRIC	56.64	WASP AND HORNET SPRAY	08/22/2018	4100	-
7430	932	000000	327	BORDER STATES ELECTRIC	27.00	WASP AND HORNET SPRAY	08/22/2018	4100	-
7430	932	000000	134	CRESCENT ELECTRIC 087	947.10	HALLWAY LIGHTS	08/23/2018	4100	-
7430	232	001099	134	CRESCENT ELECTRIC 087	517.70	ELECTRIC INVENTORY	08/24/2018	4100	-
7430	232	001099	355	STUART C IRBY	2,029.75	ELECTRIC INVENTORY	08/28/2018	4100	-
7430	370	003300	521	WESCO - # 7855	600.00	NEW CTS	08/29/2018	4100	-
7430	594	000000	327	BORDER STATES ELECTRIC	585.10	MISC URD SUPPLIES	08/30/2018	4100	-
7430	594	000000	327	BORDER STATES ELECTRIC	14.51	MISC URD SUPPLIES	08/30/2018	4100	-
7430	933	000000	969	PAYPAL AUTOACCESSO	228.60	RUNNING BOARDS FOR #4	08/14/2018	4000	-
Total:					29,143.61				

Stoughton Utilities

Financial Summary

July 2018-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 July 2018 results are reasonable in comparison to the June 2018 and July 2017 results. Detailed analysis is provided below.

Electric Summary:

- July 2018 sales increased \$280,000 from June 2018, driven by a 12.6% increase in kWh sales, which was offset by a \$260,000 increase in purchase power expenses.
- July 2018 kWh sales were 1 million kWh higher than July 2017. However, power cost adjustments were lower, resulting in flat growth in operating sales from July 2018 to July 2017.
- Other operating revenue decreased by \$41,500 due to the second half pole attachment fee billings in June 2018.
- Operating expenses decreased \$8,200 in July from June due to there being 3 pay periods in June.
- Non-operating expenses are up \$28,000 from June due to the payment of the 2017 tax stabilization dividend.
- Unrestricted cash balances are at 4.47 months of sales (Goal is 6 months).
- ROR is 3.06% compared to 3.4% this time last year.

Water Summary:

- Operating sales increased 2.8% from June to July due to a increase in water consumption.
- Operating expenses decreased \$18,500 compared to June mainly due to 3 pay periods in June and lower maintenance expenses.
- Unrestricted cash balances are at 1.87 months of sales (Goal is 6 months).
- ROR is 1.26% compared to 1.72% this time last year.
- Amounts in construction in progress to date that will be expensed at year-end:

\$ 22,260

Wastewater Summary:

- Operating revenue was up \$7,100 in July from June due to additional surcharge revenue.
- Operating expenses were up \$45,000 from June due to a screw pump rehab and city administrative charges.
- Non-operating revenue decreased from June mainly due to increased Nordic Ridge revenue and contributed revenue in June.
- Unrestricted cash balances are at 10.7 months of sales (Goal is 6 months).

Submitted by:
Ryan Wiesen

STOUGHTON UTILITIES

Balance Sheets
As of July 31, 2018

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
Assets				
Cash & Investments	\$ 7,114,920	\$ 1,058,506	\$ 3,236,874	\$ 11,410,300
Customer A/R	1,963,735	216,843	205,771	2,386,349
Other A/R	80,431	152	4	80,587
Other Assets	1,026,378	274,862	157,048	1,458,288
Plant in Service	26,445,153	15,530,718	29,558,766	71,534,636
Accumulated Depreciation	(13,908,497)	(5,372,589)	(11,488,695)	(30,769,782)
Plant in Service - CIAC	3,459,015	7,589,175	-	11,048,190
Accumulated Depreciation-CIAC	(1,729,733)	(2,109,591)	-	(3,839,324)
Construction Work in Progress	3,615,449	105,023	119,732	3,840,205
GASB 68 Deferred Outflow	457,351	157,142	173,873	788,366
Total Assets	<u>\$ 28,524,202</u>	<u>\$ 17,450,240</u>	<u>\$ 21,963,375</u>	<u>\$ 67,937,817</u>
Liabilities + Net Assets				
Accounts Payable	\$ 1,296,371	\$ 64,243	\$ 45,079	\$ 1,405,693
Payable to City of Stoughton	305,531	255,500	-	561,031
Interest Accrued	37,197	12,406	28,377	77,980
Other Liabilities	737,981	99,242	128,074	965,297
Long-Term Debt	5,138,833	2,703,378	4,568,264	12,410,475
Net Assets	20,786,200	14,237,185	17,105,823	52,129,207
GASB 68 Deferred Inflow	222,090	78,286	87,758	388,134
Total Liabilities + Net Assets	<u>\$ 28,524,202</u>	<u>\$ 17,450,240</u>	<u>\$ 21,963,375</u>	<u>\$ 67,937,817</u>

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement

July 2018

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 8,772,086	\$ 1,182,152	\$ 1,164,164	\$ 11,118,402
Other	98,271	42,454	47,330	188,055
<i>Total Operating Revenue:</i>	\$ 8,870,357	\$ 1,224,606	\$ 1,211,494	\$ 11,306,457
<i>Operating Expense:</i>				
Purchased Power	6,590,165	-	-	6,590,165
Expenses (Including Taxes)	998,892	553,963	580,973	2,133,828
PILOT	261,331	255,500	-	516,831
Depreciation	649,306	287,700	494,081	1,431,087
<i>Total Operating Expense:</i>	\$ 8,499,694	\$ 1,097,163	\$ 1,075,054	\$ 10,671,911
<i>Operating Income</i>	\$ 370,663	\$ 127,444	\$ 136,440	\$ 634,547
Non-Operating Income	308,161	34,837	55,772	398,770
Non-Operating Expense	(100,309)	(36,066)	(71,575)	(207,950)
<i>Net Income</i>	\$ 578,515	\$ 126,214	\$ 120,637	\$ 825,366

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement

July 2017

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 8,670,553	\$ 1,170,679	\$ 1,145,427	\$ 10,986,659
Other	98,300	\$ 38,023	\$ 50,806	187,130
<i>Total Operating Revenue:</i>	\$ 8,768,853	\$ 1,208,702	\$ 1,196,234	\$ 11,173,789
<i>Operating Expense:</i>				
Purchased Power	6,594,103	-	-	6,594,103
Expenses (Including Taxes)	954,188	530,301	564,055	2,048,544
PILOT	231,000	245,581	-	476,581
Depreciation	580,916	268,744	475,419	1,325,079
<i>Total Operating Expense:</i>	\$ 8,360,207	\$ 1,044,626	\$ 1,039,474	\$ 10,444,307
<i>Operating Income</i>	\$ 408,646	\$ 164,076	\$ 156,760	\$ 729,482
Non-Operating Income	325,229	40,445	55,447	421,121
Non-Operating Expense	(78,526)	(54,831)	(78,750)	(212,107)
<i>Net Income</i>	\$ 655,349	\$ 149,690	\$ 133,457	\$ 938,496

STOUGHTON UTILITIES
Detailed Monthly Income Statements
July 2018

ELECTRIC

	July 2018	June 2018	Change from Prior Month	July 2017
<i>Operating Revenue:</i>				
Sales	\$ 1,666,633	\$ 1,387,968	\$ 278,664	\$ 1,652,171
Other	1,124	42,681	(41,557)	694
<i>Total Operating Revenue:</i>	\$ 1,667,756	\$ 1,430,649	\$ 237,107	\$ 1,652,865
<i>Operating Expense:</i>				
Purchased Power	1,320,755	1,061,220	259,535	1,316,530
Expenses (Including Taxes)	123,856	132,100	(8,244)	123,675
PILOT	37,333	37,333	-	33,000
Depreciation	92,758	92,758	-	82,988
<i>Total Operating Expense:</i>	\$ 1,574,702	\$ 1,323,411	\$ 251,291	\$ 1,556,193
<i>Operating Income</i>	\$ 93,054	\$ 107,239	\$ (14,185)	\$ 96,672
Non-Operating Income	9,411	17,208	(7,797)	26,182
Non-Operating Expense	(37,868)	(9,907)	(27,961)	(11,988)
<i>Net Income</i>	\$ 64,597	\$ 114,539	\$ (49,942)	\$ 110,866

WATER

	July 2018	June 2018	Change from Prior Month	July 2017
<i>Operating Revenue:</i>				
Sales	\$ 177,978	\$ 173,177	\$ 4,801	\$ 167,137
Other	7,954	7,681	273	5,148
<i>Total Operating Revenue:</i>	\$ 185,932	\$ 180,859	\$ 5,073	\$ 172,284
<i>Operating Expense:</i>				
Expenses (Including Taxes)	82,889	101,411	(18,522)	82,154
PILOT	36,500	36,500	-	35,083
Depreciation	41,100	41,100	-	38,392
<i>Total Operating Expense:</i>	\$ 160,489	\$ 179,011	\$ (18,522)	\$ 155,629
<i>Operating Income</i>	\$ 25,443	\$ 1,848	\$ 23,595	\$ 16,655
Non-Operating Income	5,926	9,829	(3,903)	8,189
Non-Operating Expense	(10,518)	(4,258)	(6,260)	(7,833)
<i>Net Income</i>	\$ 20,851	\$ 7,419	\$ 13,432	\$ 17,011

WASTEWATER

	July 2018	June 2018	Change from Prior Month	July 2017
<i>Operating Revenue:</i>				
Sales	\$ 172,260	\$ 172,659	\$ (399)	\$ 164,351
Other	11,621	4,056	7,565	12,671
<i>Total Operating Revenue:</i>	\$ 183,881	\$ 176,715	\$ 7,166	\$ 177,022
<i>Operating Expense:</i>				
Expenses (Including Taxes)	126,837	81,702	45,134	74,530
Depreciation	70,583	70,583	-	67,917
<i>Total Operating Expense:</i>	\$ 197,420	\$ 152,285	\$ 45,134	\$ 142,447
<i>Operating Income</i>	\$ (13,539)	\$ 24,430	\$ (37,969)	\$ 34,575
Non-Operating Income	6,352	13,600	(7,248)	13,621
Non-Operating Expense	(10,225)	(10,225)	-	(11,250)
<i>Net Income</i>	\$ (17,412)	\$ 27,805	\$ (45,217)	\$ 36,946

STOUGHTON UTILITIES

Rate of Return

Year-to-Date July 2018

	Electric	Water
Operating Income (Regulatory)	\$ 370,663	\$ 127,444
Average Utility Plant in Service	25,833,084	15,447,577
Average Accumulated Depreciation	(13,651,598)	(5,148,401)
Average Materials and Supplies	226,055	40,749
Average Regulatory Liability	(121,884)	(188,258)
Average Customer Advances	(156,005)	-
Average Net Rate Base	\$ 12,129,653	\$ 10,151,666
July 2018 Rate of Return	3.06%	1.26%
July 2017 Rate of Return	3.40%	1.72%
December 2017 Rate of Return	6.46%	3.22%
Authorized Rate of Return	5.00%	5.25%

STOUGHTON UTILITIES
Cash and Investments Summary
As of July 31, 2018

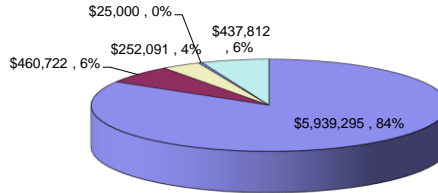
Electric

July 2018

Unrestricted (4.47 months sales)	\$	5,939,295
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	252,091
Depreciation	\$	25,000
Designated	\$	437,812
Total	\$	<u>7,114,920</u>

Electric Cash - July 2018

■ Unrestricted (4.47 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



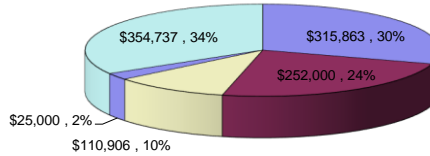
Water

July 2018

Unrestricted (1.87 months sales)	\$	315,863
Bond Reserve	\$	252,000
Redemption Fund (P&I)	\$	110,906
Depreciation	\$	25,000
Designated	\$	354,737
Total	\$	<u>1,058,506</u>

Water Cash - July 2018

■ Unrestricted (1.87 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



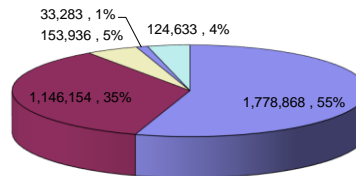
Wastewater

July 2018

Unrestricted (10.70 months sales)	1,778,868
DNR Replacement	1,146,154
Redemption Fund (P&I)	153,936
Depreciation	33,283
Designated	124,633
Total	<u>3,236,874</u>

Wastewater Cash - July 2018

■ Unrestricted (10.70 months sales) ■ DNR Replacement ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



Stoughton Utilities

Financial Summary

August 2018-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 August 2018 results are reasonable in comparison to the July 2018 and August 2017 results. Detailed analysis is provided below.

Electric Summary:

- August 2018 sales decreased \$70,000 (or 4.1%) from July 2018 due to a 6.5% decrease in kWh demand. This was offset by reduced purchased power costs.
- August 2018 kWh sold were 0.8% higher than July 2018.
- Unrestricted cash balances are at 4.68 months of sales (Goal is 6 months).
- ROR is 3.97% compared to 4.33% this time last year.

Water Summary:

- Operating sales increased 2.8% from July to August due to a 6.6% increase in water consumption.
- YTD net income is down \$30,000 from 2017 YTD due to increased operating expenses.
- Unrestricted cash balances are at 2.00 months of sales (Goal is 6 months).
- ROR is 1.62% compared to 2.19% this time last year.
- Amounts in construction in progress to date that will be expensed at year-end:
\$ 23,600

Wastewater Summary:

- Operating revenue YTD is up 0.9% compared to 2017 YTD.
- Operating expenses YTD are up 1.5% from 2017 YTD due to increase depreciation.
- Unrestricted cash balances are at 10.47 months of sales (Goal is 6 months).

Submitted by:
Ryan Wiesen

STOUGHTON UTILITIES

Balance Sheets

As of August 31, 2018

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
Assets				
Cash & Investments	\$ 7,339,686	\$ 1,145,362	\$ 3,245,557	\$ 11,730,605
Customer A/R	1,895,686	201,438	201,420	2,298,544
Other A/R	53,959	152	4	54,115
Other Assets	1,048,593	276,088	157,473	1,482,153
Plant in Service	26,453,917	15,531,573	29,558,707	71,544,196
Accumulated Depreciation	(13,989,543)	(5,408,130)	(11,556,869)	(30,954,542)
Plant in Service - CIAC	3,460,349	7,589,175	-	11,049,524
Accumulated Depreciation-CIAC	(1,729,733)	(2,109,591)	-	(3,839,324)
Construction Work in Progress	3,781,145	141,995	239,000	4,162,141
GASB 68 Deferred Outflow	457,351	157,142	173,873	788,366
Total Assets	<u>\$ 28,771,408</u>	<u>\$ 17,525,203</u>	<u>\$ 22,019,166</u>	<u>\$ 68,315,777</u>
Liabilities + Net Assets				
Accounts Payable	\$ 1,430,410	\$ 64,243	\$ 45,079	\$ 1,539,732
Payable to City of Stoughton	298,315	292,000	-	590,315
Interest Accrued	47,072	16,664	38,602	102,338
Other Liabilities	739,236	99,242	128,074	966,552
Long-Term Debt	5,138,833	2,703,378	4,568,264	12,410,475
Net Assets	20,895,453	14,271,390	17,151,389	52,318,232
GASB 68 Deferred Inflow	222,090	78,286	87,758	388,134
Total Liabilities + Net Assets	<u>\$ 28,771,408</u>	<u>\$ 17,525,203</u>	<u>\$ 22,019,166</u>	<u>\$ 68,315,777</u>

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement
August 2018

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 10,369,105	\$ 1,357,934	\$ 1,332,385	\$ 13,059,425
Other	99,126	47,838	50,545	197,510
<i>Total Operating Revenue:</i>	\$ 10,468,232	\$ 1,405,772	\$ 1,382,930	\$ 13,256,935
<i>Operating Expense:</i>				
Purchased Power	7,848,267	-	-	7,848,267
Expenses (Including Taxes)	1,098,209	620,935	628,266	2,347,409
PILOT	298,664	292,000	-	590,664
Depreciation	742,064	328,800	564,664	1,635,528
<i>Total Operating Expense:</i>	\$ 9,987,203	\$ 1,241,735	\$ 1,192,930	\$ 12,421,868
<i>Operating Income</i>	\$ 481,029	\$ 164,038	\$ 190,000	\$ 835,067
Non-Operating Income	316,928	36,705	58,003	411,637
Non-Operating Expense	(110,188)	(40,324)	(81,800)	(232,312)
<i>Net Income</i>	\$ 687,768	\$ 160,419	\$ 166,203	\$ 1,014,391

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement
August 2017

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 10,221,806	\$ 1,347,442	\$ 1,313,708	\$ 12,882,955
Other	99,443	43,304	56,741	199,487
<i>Total Operating Revenue:</i>	\$ 10,321,249	\$ 1,390,745	\$ 1,370,448	\$ 13,082,442
<i>Operating Expense:</i>				
Purchased Power	7,835,804	-	-	7,835,804
Expenses (Including Taxes)	1,036,736	594,412	631,874	2,263,022
PILOT	264,000	280,664	-	544,664
Depreciation	663,904	307,136	543,336	1,514,376
<i>Total Operating Expense:</i>	\$ 9,800,443	\$ 1,182,212	\$ 1,175,210	\$ 12,157,866
<i>Operating Income</i>	\$ 520,805	\$ 208,533	\$ 195,238	\$ 924,576
Non-Operating Income	345,307	44,108	55,107	444,522
Non-Operating Expense	(89,119)	(62,664)	(90,000)	(241,783)
<i>Net Income</i>	\$ 776,993	\$ 189,977	\$ 160,345	\$ 1,127,315

STOUGHTON UTILITIES
Detailed Monthly Income Statements
August 2018

ELECTRIC

	August 2018	July 2018	Change from Prior Month	August 2017
<i>Operating Revenue:</i>				
Sales	\$ 1,597,020	\$ 1,666,633	\$ (69,613)	\$ 1,551,252
Other	855	1,124	(269)	1,143
<i>Total Operating Revenue:</i>	\$ 1,597,875	\$ 1,667,756	\$ (69,882)	\$ 1,552,396
<i>Operating Expense:</i>				
Purchased Power	1,258,102	1,320,755	(62,653)	1,241,701
Expenses (Including Taxes)	99,316	123,856	(24,540)	82,548
PILOT	37,333	37,333	-	33,000
Depreciation	92,758	92,758	-	82,988
<i>Total Operating Expense:</i>	\$ 1,487,509	\$ 1,574,702	\$ (87,193)	\$ 1,440,237
<i>Operating Income</i>	\$ 110,366	\$ 93,054	\$ 17,311	\$ 112,159
Non-Operating Income	8,767	9,411	(644)	20,078
Non-Operating Expense	(9,879)	(37,868)	27,989	(10,594)
<i>Net Income</i>	\$ 109,253	\$ 64,597	\$ 44,656	\$ 121,643

WATER

	August 2018	July 2018	Change from Prior Month	August 2017
<i>Operating Revenue:</i>				
Sales	\$ 175,782	\$ 177,978	\$ (2,196)	\$ 176,763
Other	5,384	7,954	(2,570)	5,280
<i>Total Operating Revenue:</i>	\$ 181,166	\$ 185,932	\$ (4,766)	\$ 182,043
<i>Operating Expense:</i>				
Expenses (Including Taxes)	66,972	82,889	(15,917)	64,111
PILOT	36,500	36,500	-	35,083
Depreciation	41,100	41,100	-	38,392
<i>Total Operating Expense:</i>	\$ 144,572	\$ 160,489	\$ (15,917)	\$ 137,586
<i>Operating Income</i>	\$ 36,594	\$ 25,443	\$ 11,151	\$ 44,457
Non-Operating Income	1,869	5,926	(4,058)	3,662
Non-Operating Expense	(4,258)	(10,518)	6,260	(7,833)
<i>Net Income</i>	\$ 34,205	\$ 20,851	\$ 13,354	\$ 40,287

WASTEWATER

	August 2018	July 2018	Change from Prior Month	August 2017
<i>Operating Revenue:</i>				
Sales	\$ 168,221	\$ 172,260	\$ (4,039)	\$ 168,280
Other	3,215	11,621	(8,405)	5,934
<i>Total Operating Revenue:</i>	\$ 171,436	\$ 176,715	\$ (5,279)	\$ 174,214
<i>Operating Expense:</i>				
Expenses (Including Taxes)	47,293	126,837	(79,543)	67,819
Depreciation	70,583	70,583	-	67,917
<i>Total Operating Expense:</i>	\$ 117,876	\$ 152,285	\$ (34,409)	\$ 135,736
<i>Operating Income</i>	\$ 53,560	\$ 24,430	\$ 29,130	\$ 38,478
Non-Operating Income	2,231	6,352	(4,121)	(340)
Non-Operating Expense	(10,225)	(10,225)	-	(11,250)
<i>Net Income</i>	\$ 45,566	\$ 27,805	\$ 17,762	\$ 26,888

STOUGHTON UTILITIES

Rate of Return

Year-to-Date August 2018

	Electric	Water
Operating Income (Regulatory)	\$ 481,029	\$ 164,038
Average Utility Plant in Service	25,837,466	15,448,004
Average Accumulated Depreciation	(13,692,120)	(5,164,032)
Average Materials and Supplies	237,054	40,544
Average Regulatory Liability	(121,884)	(188,258)
Average Customer Advances	(157,762)	-
Average Net Rate Base	\$ 12,102,754	\$ 10,136,258
August 2018 Rate of Return	3.97%	1.62%
August 2017 Rate of Return	4.33%	2.19%
December 2017 Rate of Return	6.46%	3.22%
Authorized Rate of Return	5.00%	5.25%

STOUGHTON UTILITIES
Cash and Investments Summary
As of August 31, 2018

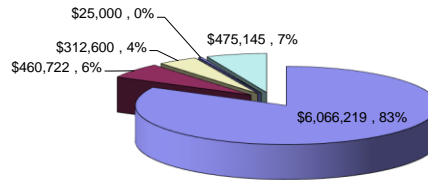
Electric

August 2018

Unrestricted (4.68 months sales)	\$	6,066,219
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	312,600
Depreciation	\$	25,000
Designated	\$	475,145
Total	\$	<u>7,339,686</u>

Electric Cash - August 2018

■ Unrestricted (4.68 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



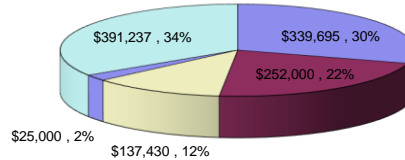
Water

August 2018

Unrestricted (2.00 months sales)	\$	339,695
Bond Reserve	\$	252,000
Redemption Fund (P&I)	\$	137,430
Depreciation	\$	25,000
Designated	\$	391,237
Total	\$	<u>1,145,362</u>

Water Cash - August 2018

■ Unrestricted (2.00 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



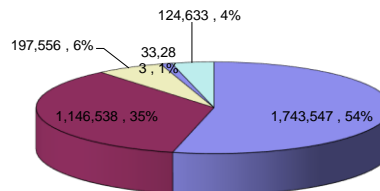
Wastewater

August 2018

Unrestricted (10.47 months sales)	1,743,547
DNR Replacement	1,146,538
Redemption Fund (P&I)	197,556
Depreciation	33,283
Designated	124,633
Total	<u>3,245,557</u>

Wastewater Cash - August 2018

■ Unrestricted (10.47 months sales) ■ DNR Replacement ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



STOUGHTON UTILITIES

2018 Statistical Worksheet

Electric	Total Sales 2017 kWh	Total kWh Purchased 2017	Total Sales 2018 kWh	Total kWh Purchased 2018	Demand Peak 2017	Demand Peak 2018
January	12,379,222	12,812,545	12,609,523	13,204,183	23,662	24,195
February	10,691,419	10,759,773	11,167,697	11,394,593	21,934	22,984
March	11,785,378	11,607,813	11,302,081	11,305,664	20,399	20,886
April	9,553,672	10,048,660	10,338,769	10,759,236	18,091	19,558
May	10,496,558	10,622,971	11,809,136	12,169,996	21,934	31,336
June	12,732,532	12,662,125	12,676,500	13,057,295	32,720	32,502
July	13,227,532	13,912,583	14,229,395	14,658,088	30,828	32,727
August	12,322,240	12,624,031	14,349,632	14,667,802	28,159	30,616
September						
October						
November						
December						
TOTAL	93,188,553	95,050,501	98,482,733	101,216,857		

Water	Total Sales 2017 Gallons	Total Gallons Pumped 2017	Total Sales 2018 Gallons	Total Gallons Pumped 2018	Max Daily High 2017	Max Daily Highs 2018
January	37,110,000	43,748,000	35,560,000	44,660,000	1,629,000	1,668,000
February	34,905,000	41,145,000	33,594,000	41,438,000	1,780,000	1,711,000
March	38,893,000	40,725,000	36,877,000	40,980,000	1,542,000	1,449,000
April	33,884,000	39,290,000	35,745,000	40,572,000	2,105,000	1,583,000
May	38,370,000	41,634,000	39,058,000	43,612,000	1,732,000	2,087,000
June	41,534,000	46,477,000	39,092,000	44,311,000	1,876,000	1,871,000
July	37,083,000	43,980,000	41,674,000	49,321,000	2,057,000	2,194,000
August	42,414,000	45,656,000	41,283,000	45,143,000	1,839,000	1,939,000
September						
October						
November						
December						
TOTAL	304,193,000	342,655,000	302,883,000	350,037,000		

Wastewater	Total Sales 2017 Gallons	Total Treated Gallons 2017	Total Sales 2018 Gallons	Total Treated Gallons 2018	Precipitation 2017	Precipitation 2018
January	25,221,000	33,337,000	25,668,000	31,460,000	2.43	2.15
February	23,196,000	27,663,000	23,717,000	30,781,000	1.34	3.54
March	26,255,000	29,882,000	25,915,000	28,544,000	2.69	0.75
April	23,309,000	32,828,000	24,842,000	28,602,000	6.80	1.87
May	26,366,000	34,190,000	27,090,000	34,919,000	3.62	8.12
June	28,445,000	34,688,000	26,393,000	37,405,000	7.55	10.50
July	25,129,000	40,536,000	27,263,000	37,702,000	6.60	2.68
August	26,215,000	36,658,000	26,069,000	38,556,000	3.99	9.45
September						
October						
November						
December						
TOTAL	204,136,000	269,782,000	206,957,000	267,969,000	35.02	39.06



Stoughton Utilities Activities Report September 2018

Administration

Robert P. Kardasz, P.E.
Utilities Director

The Utilities Director hosted a tour of the wastewater treatment facility for approximately 40 ecology students from the Stoughton Area High School. September meetings attended by the Director included the Utilities Committee, Finance Committee, Common Council, and the Leadership Team, as well as a meeting with Dane County Emergency Management. The Director also attended the WPPI Energy Annual Meeting, along with the Assistant Director and members of the Stoughton Utilities Committee.

The Utilities Director tendered his resignation notice effective October 15, 2018. In September and October the Utilities Director was recognized for his public service by the City of Stoughton, the Municipal Electric Utilities of Wisconsin (MEUW), and WPPI Energy for his 38 years as Utilities Director at Stoughton Utilities, and his 48 years of combined public service with the Cities of Milwaukee and Stoughton, and the Wisconsin Department of Natural Resources (WDNR); as well as in general construction. While serving with the WDNR and the City of Stoughton while on the WPPI Energy Executive Committee, he participated in the two largest public works projects ever undertaken in the State of Wisconsin: the Milwaukee Deep Tunnel Project and the Elm Road Energy Generation Center.

Technical Operations Division

Brian R. Hoops
Assistant Utilities Director

Customer Payments: Staff processed 8,597 payments totaling \$1.86 million, including 1,479 checks, 1,686 lockbox payments, 1,118 credit cards, 1,396 *My Account* online payments, 2,052 automated bank withdrawals, 703 direct bank payments, and over \$19,800 in cash.

Delinquent Collections: As of September 1, there were 1,869 active accounts carrying delinquent balances totaling over \$333,500, and 114 final-billed accounts carrying delinquent balances totaling \$19,900. Of the total amount delinquent, \$36,600 was 30 or more days past due. Delinquencies increased in August due to the higher utility bills caused by increased home cooling and dehumidification in July.

- On September 14, we mailed out 10-day notices of pending disconnection to 683 delinquent customers.
- On September 25, we delivered automated phone calls to 390 customers providing a warning of pending electric service disconnection. All customers without a phone number received notices delivered to their home or business.
- On September 26, we delivered automated phone calls to 197 customers providing a final warning of pending electric service disconnection.
- On September 27, we performed 18 electric service disconnections due to continued nonpayment.

We ended the month of September with \$49,000 remaining 30 or more days past-due. For comparison, 30+ day delinquencies are 1% lower than this time last year (\$49,700).

Energy Assistance: During the month of September, energy assistance (EA) payments for one customer totaling \$300 were received from the State of Wisconsin Public Benefits Program and applied to customer accounts to assist low-income customers experiencing a financial crisis with their home heating and cooling expenses.

The Public Benefits Program began accepting customer applications for seasonal assistance on October 1 for the 2018-19 heating season. Crisis funding also remains available to eligible customers. Staff has been busy providing customers with their payment histories and historical electrical usage data so they have this information when they meet with EA staff to complete their applications for assistance.

Stoughton Utilities will see initial funding disbursement for early applicants issued by the State of Wisconsin in mid-November. SU customers will see these credits reflected on their December billing statements.

Engineering Professional Services: As city staff sees the 2018 streets and utility reconstruction projects come to a close, there has been discussion about improving our relationship with our current engineering consultant to ensure that the city is receiving the best possible service. The Assistant Director, along with other city staff, met with representatives from the engineering consulting firm to discuss areas where our relationship can be strengthened.

Lead Awareness Educational Materials: Brandi Yungen, Customer Service Technician, has been working with the Assistant Director and the Water System Supervisor to create a Lead Awareness pamphlet.

This pamphlet contains educational information about the dangers of lead exposure, what Stoughton Utilities is doing to eliminate lead in the public distribution system, what individual customers can do to reduce their exposure to lead within their homes, information about how customer can get their drinking water tested for lead, and more. The pamphlet also informs customers how they can determine if the privately owned portion of their water service lateral is constructed of lead, and encourages replacement if it is.

Once complete, the pamphlet will be distributed to homes in Stoughton's older neighborhoods where lead service laterals may be present.

Lead Water Service Replacement Program: Wisconsin's 2017 Act 137 – the Leading on Lead Act – set forth a process that will allow public water utilities to utilize ratepayer funds to assist private property owners with the replacement of their privately owned lead water laterals. SU has been observing the details of the initial program applicants to determine what direction we will take to potentially offer financial assistance to the customers with lead water laterals. The Assistant Director and the Water System Supervisor met with our engineering consultant to discuss our options and the current proposals being considered by the Wisconsin DNR and PSC. We will continue to discuss this topic with the Utilities Committee in the upcoming months.

Local Photography Project: Through our membership in WPPI Energy, Stoughton Utilities was granted the use of a professional photographer for a day to capture photos of Stoughton landmarks, civic buildings, local industries, and SU staff and infrastructure. These photos will be used in future promotional materials created by utility staff.

Multi-unit Metering/Billing Review: We were informed in March about a recent change in how the Wisconsin Public Service Commission (PSC) is interpreting their administrative rules set in Chapters PSC113 and PSC185 regarding refunding the customer for billing errors. To minimize any impacts this may have on SU, and to limit our years of exposure should errors be found, Billing & Metering Specialist Erin Goldade has been working on a full system review of all multi-unit commercial and residential buildings in our service territory to ensure the electric and water meters being billed are properly assigned to the corresponding unit.

The first steps of this review consisted of using available metering and billing data to perform an analysis of customer moves and periods of occupancy. This allowed us to verify the metering setups of many properties from within the office. With that process complete, all remaining units that could not be verified

using existing data will have a field-verification performed. During a field verification, power is momentarily disconnected at the meter by field personnel, while the Billing & Metering Specialist verifies that the unit associated in our billing system with that meter is affected.

These field verifications occur after affected customers have been notified. In many apartment buildings with shared common hallways, we will be working with the building owner or property manager to gain access to individual units. In other buildings with individual entrances, we will utilize doorbells or outdoor lighting to perform the verification without need for entrance.

We anticipate that the full system will be verified by the end of the year. We have previously conducted full system reviews of our billing rate classifications, tax-exempt status, private and public fire protection, proper customer charge, and presence of connected services. This is another step in our ongoing efforts to ensure complete billing accuracy.

Outage Management Taskforce: For the past two years, the Assistant Director Brian Hoops has been participating in a WPPI Energy Outage Management Taskforce. An outage management (OM) system is a software solution that interfaces with a utility's existing GIS, SCADA, Advanced Metering Infrastructure (AMI), and Customer Information System (CIS) systems to provide a near-real time response to power outage events. This taskforce consists of technology and operations experts from other WPPI Energy member utilities, as well as members of WPPI's technology staff.

From both an operational and customer service perspective, the potential benefits are great. Notifications can be sent to customers when there is an outage, when that outage has been restored, display graphical information about outages online, and dispatch utility linemen quicker. OM systems help reduce customer contacts during an outage, provide exact statistics of customers affected and duration for mandatory reporting, provide predictive analysis of system modifications, and more.

The taskforce wrapped up its work in September. The taskforce's recommendations include:

- Having members embrace GIS and design their systems around a similar model, which includes a fully connected geometric network that is maintained and kept up to date. Stoughton Utilities has been using our staff to maintain our GIS data for over the past decade, and our GIS Analyst Lou Rada just recently completed the creation of geometric networks for each of our electric, water, and wastewater utility systems.
- A recommended third-party GIS consultant that is available to all WPPI members at a negotiated, discounted rate. Stoughton Utilities will benefit from this cost savings in the occasional instances where we require third-party GIS assistance.
- A very basic outage map for WPPI members that have full AMI. SU has partially implemented AMI, with deployments at all large commercial and industrial customers' facilities, however full residential system deployment remains in SU's long-term plans.
- Two third-party Outage Management Software providers were selected, each offering their own strengths. WPPI Energy will negotiate a discounted price for these systems, and will development the interfaces required to connect these software packages to the CIS and AMI metering.

Each software vendor offers its own strengths, with one being a simpler package at a lower cost that is focused on customer service, and the other being a much more robust package at a higher cost that focuses on customer service and operational field infrastructure management, with a significant tie to SCADA.

Based on the knowledge learned during the numerous taskforce meetings, Stoughton Utilities will be adding the cost of an Outage Management System package to its 2020-25 CIP for future implementation.

Telecommunication Companies: Two telecommunication companies have approached the utility regarding planned or potential telecommunication expansion projects within our service territory. The Assistant Director has been working on the details associated with these requests.

The first request was from a company that will be expanding their existing presence by completing a new fiber densification project, including installing a wireline backhaul for their wireless network. This company will be completing a project that will consist of both underground boring and trenching, as well as installing new pole attachments to SU's existing overhead distribution system. In cooperation with our attorney and this company, numerous revisions have been made to our Pole Attachment License Agreement, which was last reviewed and updated in 2002, to bring the contract to current standards. Although the license agreement is nearing completion, there are still numerous steps that the company will need to take before attaching any equipment to our poles.

The second request was from a company that contacted the city with an interest in a citywide project. Several internal meetings with other city staff have been held to discuss their proposal. If this company comes to the city, they will also be seeking a Pole Attachment License Agreement that will be based on the agreement currently being finalized. A full citywide buildout will require significant effort on the utility's part to accommodate their infrastructure on our poles and in existing utility easements.

WPPI Energy Annual Meeting: The Assistant Director attended the WPPI Energy Annual Meeting, along with the Mayor, Utilities Director, and two members of the Utilities Committee. Topics discussed included disaster preparedness, renewable energy generation resources, electrification of modern transportation, and economic and workforce development in Wisconsin. The Assistant Director and Utilities Director also attended the WPPI Energy Board of Directors meeting.

Electric Division

Bryce A. Sime
Electric System Supervisor

Highway 138 Reconstruction: Crews battled the wet weather and soggy ditches as work progressed on the rebuild of the overhead primary line on State Highway 138. New poles and cables are being installed as an aging section of the line is rebuilt.

Highway 51 Roundabouts: In preparation for the creation of a new roundabout at the intersection of U.S. Highway 51 and Hoel Avenue, portions of the existing overhead distribution system are being replaced with underground cable. This work is required by the Wisconsin DOT since the existing poles are in portions of the public right of way that will conflict with the new roundabout. Our underground contractor began installing new conduit near the intersection in September, with underground cable installation to follow.

Underground Primary Replacement: Division staff and our underground contractor worked throughout the month to install new underground primary cables in several neighborhoods on the northwest side of town. The new cables are being installed to replace the existing cables due to age and cable failure.

Water Division

Kent F. Thompson
Water System Supervisor

2018 Construction Upgrades: Work on this year's reconstruction projects and new developments has mostly wrapped up as they relate to the water system infrastructure. SU's water operators have checked all newly installed valves and curb stops for proper operation. A repair punch list for each construction site has been provided to our engineering consultant, who is responsible for sharing it with the respective contractors and ensuring all necessary repairs or replacements are completed.

Annual Gate Valve Exercising: Water operators have begun to exercise distribution and hydrant lead auxiliary valves throughout the water distribution system. Regulations require that all distribution valves be exercised at least once every two to five years, and all hydrant auxiliary valves at least once every five to

seven years. Stoughton Utilities maintains approximately 1,300 distribution valves and 700 hydrant lead auxiliary valves throughout the water distribution system.

Meter Testing and Calibration: Marty Seffens, Operations Specialist, has begun the process of testing and calibrating 1 ½ inch and 2 inch meters throughout the system. The Wisconsin Public Service Commission requires that these sized meters be tested at least once every four years to ensure their accuracy.

Service Lateral Leaks: Three water service leaks occurred during the month of September. One service leak occurred on the utility-owned section of the service lateral, and was repaired by water operators during normal working hours. An estimated 48,000 gallons of water was lost from this service during the duration of the leak.

The second service leak occurred on the customer-owned section of the service lateral, and continues to leak. The customer was contacted both in person as well as in writing, and was given notice to repair the service leak within 30 days. If repairs are not made within this period, the service lateral may be subject to disconnection.

The third service leak also occurred on the customer owned section of service lateral, but this lateral was serving a vacant lot. Water operators were able to identify and stop the leak after repairing the curb stop box that was broken. The curb stop valve will remain shut off until repairs to the service are completed, which will likely occur when the lot is developed.

Well No. 4 Motor Control Center Upgrade: On Monday September 3, Well No. 4 was returned to operation following the completion of the Motor Control Center upgrade. All controls and wiring inside of the building were replaced, and the well was out of service for just seven days. After a few minor adjustments to the chemical scales, the well is operating effectively and efficiently.

Wastewater Division

Brian G. Erickson
Stoughton Utilities Wastewater System Supervisor

The wastewater treatment facility processed an average daily flow of 1.524 million gallons with a monthly total of 45.710 million gallons. The total precipitation for the month of September was 9.45 inches.

Eastwood Lift Station: We continue to have issues with this lift station. Replacement of equipment for this station was originally scheduled for 2019, however due to the continued issues the replacement will be expedited and initiated in 2018. A RFP was sent out in September and the contract awarded to the company that utilizes the same pump manufacturers as all other SU lift stations, and that we have worked with for all past wastewater and water SCADA integrations and maintenance.

Fall Sludge Hauling: Our contractor hauled approximately 550,000 gallons of sludge from the wastewater treatment facility's holding tank. This sludge was injected into an area farmer's fields to fertilize their soil. We were fortunate that this farmer was planting winter crops in the fall, which allowed us to have our sludge hauled and injected in between rain events.

Plant maintenance: Staff continues to work on maintenance and repairs of miscellaneous equipment throughout the plant. September's projects included work on our dissolved air flotation tank, painting of pipes and surfaces, maintenance on the digester gas meter, taking down a primary tank for routine preventative maintenance, and replacement of motors and motor bearings.

Plant Tour: 40 high school students from the Environmental Sciences class were provided with tours of the wastewater treatment facility, with separate tours lead by the Utilities Director and myself. We have hosted this class for tours in the past several years, and have had one student from a previous class working a paid internship during the past two summers.

Primary Treatment Process: We continue to have issues with settling in our primary process. To attempt to minimize issues, we are testing the use of a different method to reduce the amount of solids in this process.

Rain: We experienced exactly 7.0 inches of rain during the month of September. The plant was able to process the flows without any issues or disruptions to treatment.

Sanitary Sewer System Maintenance: Staff continues to work in the collection system televising and flushing sewer mains, which will continue through the autumn months. Staff also rebuilt two manholes that had deteriorated, and replaced two damaged manhole castings.

Energy Services Section of the Planning Division

Cory Neeley

Stoughton Utilities and WPPI Energy Services Representative (ESR)

Energy Conservation Projects: We have been in contact with a large industrial customer to find out the status of a previous study and potential project that could have possibly helped conserve energy and reduce emissions. The Redevelopment Authority has indicated that RDA funds could be available to help with the project costs.

A downtown commercial customer has contacted us about potential upcoming renovations to their business. Information was provided about the various funding assistance programs for which they might qualify.

I have had preliminary talks with a local bank about possibly developing a partnership to offer energy efficiency loans to homeowners using LEEF funding as a loan loss reserve fund. There are still numerous details to be discussed, however they have previously had a similar partnership with another utility.

Solar Array Projects: I am working with the Department of Public Works to evaluate the proposal they received for installation of a solar array on their new building. This solar project may be completed by the end of this year.

The city was approached by a company that was interested in installing a large solar array. Their project proposal had some very significant flaws and likely would have required approval from the Wisconsin Public Service Commission, and had a required timeframe for completion that was not feasible.

Stoughton Area School District: I met with the Stoughton Area School District's new Building & Grounds Director and the Director of Curriculum. We talked about the Cool Choices program, and the utility's past involvement on their Energy Team.

Stoughton Chamber of Commerce: I attended the Stoughton Chamber of Commerce Lunch and Learn, hosted at Stoughton Hospital, and spoke with the new Events and Visitor Services Coordinator. I have requested that the chamber provide a list of potential locations for electric charging stations; the utility and the chamber would collaborate on such an installation, with the utility providing guidance and funding assistance.

Safety Services Section of the Planning Division

Andrew Paulson

Stoughton Utilities and Municipal Electric Utilities of Wisconsin Regional Safety Coordinator

ACCOMPLISHMENTS

1. Training

- a. On hold during summer construction season

2. Audits/Inspections

- a. Field inspection – Water
- b. Field inspection – Electric
- c. Utility walkthrough – General inspection
- d. WWTP walkthrough – General inspection
- e. Well inspections
- f. Water tower inspections
- g. Fire cabinet inspections
- h. Inspection of general safety supplies

3. Compliance/Risk Management

- a. Confined space – New updated written program
- b. Excavation – New updated written program
- c. Lockout / Tagout – New updated written program and SOPs
- d. SDS updates into MSDS Online
- e. Updated training records in SharePoint

GOALS AND OBJECTIVES

1. Training

- a. Lockout / Tagout
- b. Confined space entry
- c. Fire extinguishers
- d. Spill prevention, control, and countermeasures (SPCC)
- e. Hazard Communication

2. Audits/Inspections

- a. Field inspections
- b. Utility walkthrough
- c. WWTP Walkthrough
- d. Wells
- e. Water Towers
- f. First aid and safety supplies on vehicles
- g. AEDs on vehicles

3. Compliance/Risk Management

- a. Update written programs for Employee Access
- b. Update all written programs with minor updates
- c. Organize files and update training records
- d. MSDS Online

Regional Safety Coordinator was at Stoughton Utilities on September 6th, 13th, 20th, and 27th.

Please visit us on our website at 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: October 9, 2018
To: Stoughton Utilities Committee
From: Brian R. Hoops
Stoughton Utilities Assistant Director
Subject: Stoughton Utilities Committee Annual Calendar

The following calendar is provided for information and discussion. Common organization acronyms used are:

APPA	American Public Power Association
AWWA	American Waterworks Association
MEUW	Municipal Electric Utilities of Wisconsin
WIAWWA	Wisconsin chapter of the American Waterworks Association
WPPI	WPPI Energy
WRWA	Wisconsin Rural Water Association
WWOA	Wisconsin Wastewater Operators Association

October 2018, date(s) TBD	Common Council Budget Workshop(s)
October 3-5, 2018	APPA Leadership Workshop – Orlando, FL
October 7-10, 2018	APPA Legal & Regulatory Conference – Charleston, SC
October 7-13, 2018	National Public Power Week
October 9, 2018	City Finance Committee Regular Meeting – Recommend approval of the Stoughton Utilities 2019 Budget and CIP
October 15, 2018	Utilities Committee Regular Meeting
October 16-19, 2018	WWOA Annual Conference – Lake Geneva
October 25, 2018	WPPI Chief Executives Breakfast
October 30, 2018	Orientation to WPPI – Sun Prairie
November 4-7, 2018	APPA Customer Connections Conference – Orlando, FL

November 8, 2018	WPPI Building Customer Connections Workshop – Sun Prairie
November 13, 2018	Common Council action on the Stoughton Utilities 2019 Budget and CIP
November 19, 2018	Utilities Committee Regular Meeting
December 17, 2018	Utilities Committee Regular Meeting
January 14, 2019	Utilities Committee Regular Meeting: RoundUp Donation
February 18, 2019	Utilities Committee Regular Meeting: Bad debt write offs
February 26, 2019	Common Council Meeting: Approve bad debt write offs
February 25-27, 2019	APPA Legislative Rally – Washington, D.C.
March 10-16, 2019	National Groundwater Awareness Week
March 18, 2019	Utilities Committee Regular Meeting: Annual Drinking Water Consumer Confidence Report (CCR)
March 17-23, 2019	National Fix a Leak Week
March 31-April 3, 2019	APPA Engineering and Operations Conference – Colorado Springs, CO
April 15, 2019	Utilities Committee Regular Meeting: Presentation of the Utilities 2018 annual audit and management letter, and the SU tax-stabilization dividends
April 18, 2019	National Lineman Appreciation Day
April 23, 2019	Common Council Meeting: Approve Utilities 2018 annual audit and management letter; presentation of the tax-stabilization dividends
May 5-11, 2019	National Drinking Water Week
May 20, 2019	Utilities Committee Regular Meeting: Annual reorganization and selection of meeting time and date; discuss SU goals
June 2019, Date TBD	MEUW Annual Conference – Location TBD
June 7-12, 2019	APPA National Conference – Austin, TX
June 9-12, 2019	AWWA Annual Conference – Denver, CO
June 17, 2019	Utilities Committee Regular Meeting: Approve the annual Wastewater Compliance Maintenance Annual Report (CMAR); tour of well no. 5
June 25, 2019	Common Council Meeting: Approve the CMAR
July 15, 2019	Utilities Committee Regular Meeting: RoundUp Donation; tour of the Utilities Administration Building
August 19, 2019	Utilities Committee Regular Meeting: Approve Declaration(s) of Official Intent; tour the Wastewater Treatment Facility

September 13-14, 2019	WPPI Annual Meeting – Elkhart Lake
September 16, 2019	Utilities Committee Regular Meeting: Approve the Utilities 2019 Budget and five year (2019-2023) Capital Projects Program
October 14, 2019	Utilities Committee Regular Meeting
October 27-30, 2019	APPA Customer Connections Conference – New Orleans, LA
November 18, 2019	Utilities Committee Regular Meeting
December 16, 2019	Utilities Committee Regular Meeting



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Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018
To: Stoughton Utilities Committee
From: Brian R. Hoops
Stoughton Utilities Assistant Director
Subject: Stoughton Utilities Communications

September 26, 2018 Stoughton Utilities press release regarding our Public Power Customer Appreciation Day, including the winner of the giveaway.

September 29, 2018 The September-October 2018 issue of Public Power magazine, published by American Public Power Association (APPA) – “Cybersecurity.”
(A hard-copy of the magazine will be distributed to Utilities Committee members at the meeting. The [full magazine can also be viewed online at publicpower.org](http://publicpower.org))

October 1, 2018 Stoughton Utilities October billing insert regarding the Wisconsin Home Energy Assistance Program (WHEAP). The 2018-19 heating season begins October 1 and runs through May 15.

October 4, 2018 Stoughton Utilities press release regarding the start of the 2018-19 heating season and the availability of season energy assistance funding.



Stoughton Utilities

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News Release

Stoughton Utilities

FOR IMMEDIATE RELEASE

September 26, 2018

Contact: Robert P. Kardasz, P.E., Stoughton Utilities (608) 877-7423

STOUGHTON UTILITIES CELEBRATES PUBLIC POWER WEEK

Each year, Stoughton Utilities holds an annual Public Power Week event that highlights the benefits that “public power” brings to the utility, its customers, and the City of Stoughton.

This year, staff at Stoughton Utilities celebrated Public Power Week with a customer appreciation day at Nordic Ridge Park on August 21. Customers visiting the park were given a free LED light bulb, snacks and refreshments, and the chance to win a new smart thermostat. The winner of the smart thermostat giveaway was Mr. Dan Oakland of Stoughton.

Public power refers to the fact that the City of Stoughton owns and operates the not-for-profit utility to provide reliable electricity to homes and businesses. Local employees provide quick responses when issues arise and assistance with identifying energy-saving improvements. Public power utilities like Stoughton Utilities are supported by customer revenues, not taxes, and provide substantial payments in lieu of taxes to local governments to help keep local economies strong.

“Because we are owned by our customers rather than shareholders, we can focus on local priorities such as helping to sponsor economic development efforts, support high school scholarships, and participate in local events,” said Stoughton Utilities Director Robert Kardasz. “In honor of Public Power Week, we like to give back to all of our customers with a special event.”

Public Power Week is celebrated across the country every year during the first full week of October. The event honors the over 2,000 communities served by a locally owned not-for-profit public power utility. Stoughton Utilities will also be observing Public Power Week in their office from October 8 – 12 with small giveaways and snacks for all customers. For more information about the event, call the Stoughton Utilities office at (608) 873-3379, or visit <https://www.stoughtonutilities.com>.



Dan Oakland's grandson accepting the Customer Appreciation Day grand prize, an Ecobee Smart Thermostat.

###

What Makes Public Power Utilities Unique?

Most public power utilities are owned by a city or town, ranging from small villages to large metropolitan cities. They are governed by either a city council or independently elected/appointed board. Above all, they are accountable to the people they serve. Community citizens have a direct and powerful voice in utility decisions and policies. Public power utilities are not-for-profit, locally-owned and operated, and usually lower cost than private utilities.

About Stoughton Utilities

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

SEPTEMBER-OCTOBER 2018 • VOL. 76 / NO. 5

PUBLIC POWER MAGAZINE

AMERICAN PUBLIC POWER ASSOCIATION

CYBERSECURITY





A HELPING HAND FOR COLD WEATHER COSTS

No one should be left in the cold. Wisconsin's Home Energy Assistance Program (WHEAP) provides assistance with heating costs, electric costs, and energy crisis situations. The program is operated by local social and human services, and is available to income-qualified households. Energy assistance is a one-time payment each heating season (October 1 through May 15). The amount of the heating assistance benefit varies according to household size, income level, and household heating costs. For information on how to apply for energy assistance, call toll-free 1-866-432-8947 (1-866-HEATWIS).

**Contact Energy Assistance to see if you qualify
1-866-HEATWIS**



At Stoughton Utilities, we join forces with other local not-for-profit utilities through WPPI Energy to share resources and lower costs.

stoughtonutilities.com (608) 873-3379

Shared strength through  WPPI Energy



600 South Fourth Street
P.O. Box 383
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News Release

Stoughton Utilities

FOR IMMEDIATE RELEASE

October 4, 2018

Contact: Robert Kardasz, Utilities Director

Seasonal Energy Assistance Available for Stoughton Customers

Stoughton Utilities reminds customers in need that resources are available to help them and their families stay safe during the winter.

Wisconsin Home Energy Assistance Program

Stoughton Utilities participates in the Wisconsin Home Energy Assistance Program (WHEAP), which is funded through the federal Low-Income Home Energy Assistance Program (LIHEAP) and Public Benefits Energy Assistance Program. WHEAP assists individuals and families that need help paying residential heat and electric bills during the winter months.

Services are provided locally through county social services offices, tribal governments and private non-profit or other government agencies. Applications will be accepted Oct. 1 - May 15 each year. For more information, call 1-866-HEATWIS (432-8947).

Wisconsin Weatherization Assistance Program

The Wisconsin Weatherization Assistance Program (WisWAP) provides services to help low-income homeowners and renters reduce energy use and lower utility bills. Services are

administered by local Community Action Agencies and nonprofit organizations. For more information, visit <http://homeenergyplus.wi.gov> or call 1-866-432-8947 (toll free).

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Stoughton Utilities

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Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

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

The following items from prior Stoughton Utilities Committee Meeting(s) were presented to and/or acted upon by the Stoughton Common Council at their September 25, 2018 meeting:

Consent Agenda:

1. Stoughton Utilities Payments Due List Report
2. Stoughton Utilities Committee August 20, 2018 Meeting Minutes
3. Stoughton Utilities July 2018 Statistical Report

Business:

1. None

The following items from prior Stoughton Utilities Committee Meeting(s) are scheduled to be presented to and acted upon by the Stoughton Finance Committee at their October 9, 2018 meeting:

Business:

1. Proposed Stoughton Utilities 2019 budget and five year (2019-2023) Capital Improvement Plan (CIP)



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

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Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Update on the Utilities Director position recruitment and transition/interim management plan

An update on the Utilities Director transition, including position description revision approvals, status of ordinance revisions, the posting of the vacant position and recruitment efforts, and the transition/interim management plan, will be provided to the Utilities Committee at the meeting.



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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Pole Attachment License Agreement revisions for a new licensee

Stoughton Utilities staff was contacted by a representative for a telecommunications provider earlier in 2018 and was requested to provide a soft copy of our Pole Attachment License Agreement for their review and revision. Our existing Pole Attachment License Agreement was last updated in 2002 when another communications provider expanded their footprint within our service territory.

This new provider has plans to complete a fiber densification project in areas throughout the Dane County market, and will be installing a wireline backhaul for their wireless network in Stoughton Utilities' urban and rural service territory. Following this provider's request, Stoughton Utilities staff worked with our attorney, Anita Gallucci of Boardman & Clark LLP, to bring the 2002 license agreement revision to current standards. Following this initial review, several revised drafts have been exchanged between the parties.

The draft agreement enclosed in the packet is the most recent revision of the Pole Attachment License Agreement; several insignificant items remain outstanding and are being addressed by our attorney and the telecommunications provider.

It is requested that the Stoughton Utilities Committee review and approve the revised Pole Attachment License Agreement, with such changes necessary to finalize the agreement as are acceptable to and recommended by our legal counsel, and recommend approval to the Stoughton Common Council at a future meeting.

B&C Draft: 6/29/18

Verizon Markup: 8/2/18

B&C Response: 9/17/18

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

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APPENDIX A: POLE ATTACHMENT FEES AND CHARGES

APPENDIX B: SPECIFICATIONS FOR ATTACHMENTS TO UTILITY’S POLES

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APPENDIX E: DISTRIBUTION LINE MINIMUM DESIGN REVIEW INFORMATION AND WORKSHEET

APPENDIX F: FIELD DATA SUMMARY SHEET INSTRUCTIONS

**LICENSING AGREEMENT
FOR COMMUNICATIONS ATTACHMENTS TO UTILITY POLES
BETWEEN CITY OF STOUGHTON AND VERIZON [REDACTED]**

This Licensing Agreement (the "Agreement") dated this _____ day of _____, 2018 ("**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 Verizon [REDACTED] ("**Licensee**"), each a "**Party**" and collectively the "**Parties**."

RECITALS

- A. Licensee proposes to install 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.

AGREEMENT

ARTICLE 1: DEFINITIONS

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

- 1.1 **Affiliate**: when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership control with Licensee.
- 1.2 **Attaching Entity**: means any public or private entity that attaches to a Utility Pole pursuant to a license agreement with Utility to provide Communications Service.
- 1.3 **Attachment**: means Licensee's Communications Facilities that are placed directly on Utility's Poles or Overlashed onto an existing Attachment but does not include a Riser or a service drop that is attached to a single Pole on which Licensee has an existing Attachment.
- 1.4 **Attachment Fee**: means the annual per-Pole fee Licensee pays to Utility as set out in **Appendix A**.
- 1.5 **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.
- 1.6 **Communications Facilities**: means a wire, cable, or appurtenant equipment used to provide Communications Service but does not include Wireless Facilities.

- 1.7 **Communications Service**: means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.8 **Engineering 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, the Department of Safety and Professional Services, 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.
- 1.9 **Make-Ready Work**: means all work, as reasonably determined by Utility, required to accommodate Licensee's Communications Facilities and/or to comply with all Engineering Standards. Such work may include, 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.
- 1.10 **Occupancy**: means the use or specific reservation of space for Attachments on a Utility Pole.
- 1.11 **Overlash**: means to place an additional wire or cable facility onto existing attached Communications Facilities.
- 1.12 **Permit**: means written or electronic authorization by Utility for Licensee to make Attachments to specific Poles pursuant to the requirements of this Agreement.
- 1.13 **Permit Application**: means the application Licensee submits to Utility in order to obtain authorization to place Communications Facilities on Utility Facilities. See **Appendix D** for the application form.
- 1.14 **Pole**: means a pole owned by Utility and used for the distribution of electricity or provision of Communications Service that is capable of supporting Attachments for Communications Services.
- 1.15 **Post-Construction Inspection**: means all work or operations performed to measure and/or observe Licensee's Attachments shortly after installation to determine that the Attachments have been constructed in accordance with all applicable Engineering Standards and this Agreement.
- 1.16 **Pre-Construction Survey**: means all work or operations required by Engineering Standards or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work may include, but is not limited to, field inspection, loading calculations, and administrative processing by Utility.

- 1.17 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.18 **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.
- 1.19 **Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles and related facilities.
- 1.20 **Wireless Facilities:** means equipment at a fixed location that enables Wireless Service between user equipment and a wireless network. The term Wireless Facilities does not include a wireline backhaul or fronthaul facility.
- 1.21 **Wireless Service:** means any service using licensed or unlicensed wireless spectrum, including the use of a Wi-Fi network, whether at a fixed location or by means of a mobile device, that is provided using Wireless Facilities.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 **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 fiber optic cable to Utility's Poles for the purpose of offering wireline backhaul service.
- 2.2 **Permitted Use.** Throughout the term of this Agreement, Licensee shall continuously use Utility's Poles for the provision of wireline backhaul and/or fronthaul service (the "**Permitted Use**"). No other use by Licensee (including the provision of Wireless Services) shall be allowed without Utility's express written consent to such use and without the Parties entering into a separate wireless attachment agreement.
- 2.3 **Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.4 **Permit Issuance Conditions.** Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the 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 Engineering Standards.
- 2.5 **Reserve Capacity.** Access to space on Poles 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 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 Communications Facilities from the

affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand capacity so that Licensee can maintain its Communications Facilities on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10 and shall be shared with any other licensee who also has Attachments on the affected Pole(s) and who is required to share in such costs pursuant to its pole attachment agreement with Utility.

- 2.6 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 Utility Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to any Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.
- 2.7 Licensee's Right to Attach.
- 2.7.1 Nothing in this Agreement, other than a Permit issued pursuant to Article 6, 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.
- 2.7.2 Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to Utility Poles without the Affiliate entering into a license agreement with Utility and receiving a permit pursuant to such agreement.
- 2.7.3 Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.8 Necessity of Authorizations. Licensee is obligated to obtain all necessary certifications, permits, and franchises from federal, state, and local authorities prior to making any Attachments.
- 2.9 Utility's Rights over Poles. The Parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.
- 2.10 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.
- 2.11 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.

- 2.12 Overlashing. The following provisions will apply to Overlashing:
- 2.12.1 Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 6. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at Utility's discretion, imposition of an Unauthorized Attachment Fee, as specified in **Appendix A**.
 - 2.12.2 If Licensee demonstrates that the Overlashing of Licensee's Attachments is required to accommodate Licensee's Communications Facilities, and such Overlashing does not exceed a combined cross-sectional area of three-square inches (two-inch diameter), Utility shall issue the requested Permit, provided that the Overlashing can be done consistent with Section 2.3. Authorized Overlashing to accommodate Licensee's Communications Facilities shall not increase the Annual Attachment Fee Licensee pays pursuant to **Appendix A**. Licensee shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing.
 - 2.12.3 At Licensee's request, Utility may allow Overlashing to accommodate facilities of a third party. In such circumstances, the third party must enter into a License agreement with Utility, obtain the appropriate permits, and pay a separate attachment fee as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. Utility shall not grant such permits to third parties allowing Overlashing of Licensee's Communications Facilities without Licensee's consent.
 - 2.12.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

ARTICLE 3: FEES AND CHARGES

- 3.1 Fee Schedule. Licensee shall pay to Utility the fees and charges specified in **Appendix A** and shall comply with the terms and conditions regarding payments as specified in this Agreement.
- 3.2 Annual Attachment Fee.
 - 3.2.1 Licensee shall pay to Utility an 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).
 - 3.2.2 The Attachment Fee shall commence as of the beginning of the billing cycle during which the Permit for such Attachment was issued.
- 3.3 Payment. Licensee shall pay invoices for any fee or charge as specified in **Appendix A** or elsewhere in this Agreement within thirty (30) days after Licensee's receipt thereof.

- 3.4 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.
- 3.5 Change in Fees/Charges. Any change in fees or charges shall be as set forth in **Appendix A**.
- 3.6 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 (including Overlashes).
- 3.7 Advance Payment.
- 3.7.1 At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including but not limited to, administrative, 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 6 and 7.
- 3.7.2 Whenever 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. 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.
- 3.8 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, engineering, and administrative costs and applicable overheads. Utility shall bill its services based on actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities.
- 3.9 Work Performed by Utility. Whenever 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.

ARTICLE 4: SPECIFICATIONS

- 4.1 Installation and 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 Engineering Standards. Utility reserves the right to have its inspector on-site at the time Attachments are made, at no additional cost to Licensee.
- 4.2 Tagging. Licensee shall Tag all of its Communications Facilities as specified in **Appendix B** upon installation. If, after written notice and a 30-day opportunity to cure,

Licensee fails to Tag its Communications Facilities in accordance with this Section 4.2, such failure will be considered a violation of the Engineering Standards.

- 4.3 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.
- 4.4 Protective Equipment. Licensee, its employees and contractors, shall use 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 Section 14.1, Utility shall not be liable for any actual or consequential damages related to Licensee's Communications Facilities or Licensee's customers' facilities.
- 4.5 Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement and if Licensee has not corrected the violation(s) within thirty (30) calendar days after receiving a written notice of the violation(s) from Utility, Utility may at its own option correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility reasonably believes, however, that any such violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses 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
- 4.6 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any right granted pursuant to a Permit (including the right to use Utility's Pole for the Permitted Use) within ninety (90) days of the effective date of such right and any extension thereof, Licensee shall lose the right to use the affected Pole space and the Permit shall terminate. 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.
- 4.7 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 Section 4.7. 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).

ARTICLE 5: PRIVATE AND REGULATORY COMPLIANCE

- 5.1 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 5 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 attorney's fees, that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that assert that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities to Utility's Poles.
- 5.2 Lawful Purpose and Use. Licensee's Communications Facilities must comply with all applicable local, state, and federal laws.
- 5.3 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 a forfeiture. In that event, Licensee shall promptly remove its Communications 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 Communications Facilities within thirty (30) calendar days after Licensee's receipt of the written notice or such other longer time period as the Parties may agree, Utility may remove Licensee's Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. If Utility does not remove the Communications Facilities, 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.
- 5.4 Effect of Consent to Construction/Maintenance. Utility's Consent to the construction or maintenance of any of Licensee's Attachments 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 6: PERMITTING AND NOTIFICATION PROCEDURES

- 6.1 Permit Required. Licensee shall not install any Attachments on any Pole without first applying for and obtaining a Permit, pursuant to the applicable requirements of

Appendix B and **Appendix D**. Attachments to or rights to occupy other Utility Facilities not covered by this Agreement must be separately negotiated.

- 6.2 **Service Drops**. Licensee shall notify Utility within thirty (30) days of the attachment of a service drop where an existing permitted Attachment exists. In the event that a service drop constitutes the initial Attachment to a given Pole, Licensee will be required to follow the permitting process set forth in Section 6.1. In this case, Licensee will be allowed thirty (30) days after the Attachment is made to complete the permitting process.
- 6.3 **Permits for Modifications or Overlashing**. Permits are required for any modifications to permitted attachments allowed under this Agreement, including Overlashing, as set out in Section 2.12. Licensee, Licensee's Affiliate, or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such modifications or Overlashing.
- 6.4 **Pre-Construction Survey**. As part of the Permit Application process, Licensee must conduct and, where required by Utility, submit a Pre-Construction Survey. Licensee must also certify that Licensee's Communications Facilities can be installed on the identified Poles in compliance with all Engineering Standards. Such certification must be made by one of the following:
- 6.4.1 A professional engineer with experience with electric utility facilities;
 - 6.4.2 The head of Licensee's engineering department; or
 - 6.4.3 A person who has been preapproved by Utility to provide such certification on Licensee's behalf.
- Utility shall waive the requirements of this Section 6.4 with respect to those service drops that do not come within the definition of Attachment.
- 6.5 **Utility Review of Permit Application**. Utility shall use commercially reasonable efforts to act on a Permit request 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 C**, "Pole Attachment Permit Application Process"*), Utility will review the Permit Application as promptly as possible and discuss any issues with Licensee, including unusual engineering or Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- 6.6 **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.
- 6.7 **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 7.

- 6.8 Permit as Authorization to Attach. 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).
- 6.9 Risers, Service Drops, J-Hooks, Vertical Grounds. No Permit is required for Risers, J-hooks, vertical grounds, or those service drops that are not considered Attachments. All Risers shall be installed in compliance with the specifications set out in **Appendix B.**

ARTICLE 7: MAKE-READY WORK AND INSTALLATION

- 7.1 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.
- 7.2 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 the Make-Ready Work.
- 7.3 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.
- 7.4 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 in this Agreement is intended, however, to require Utility to perform work for Licensee before the Utility's other scheduled work.
- 7.5 Licensee's Installation, Removal, and Maintenance Work.
- 7.5.1 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.
- 7.5.2 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 Engineering Standards. Licensee shall assure that any person installing, maintaining, or removing Licensee's Communications Facilities be duly qualified and familiar with all Engineering Standards, the provisions of Article 15 (Duties, Responsibilities, and Exculpation) and Article 16 (Insurance Requirements), and the Minimum Design Specifications contained in **Appendix B.**

ARTICLE 8: POLE-TO-POLE TRANSFERS

- 8.1 Required Transfers of Licensee's Communications Facilities. In the event Utility desires to replace a Pole on which Licensee maintains Communications Facilities, Licensee must transfer its Communications Facilities at its own expense within thirty (30) days of receiving written notice from Utility that a replacement Pole is available to receive Licensee's Communications Facilities. If Licensee fails to transfer its Communications Facilities within that 30-day period or any extension thereof granted by Utility, Utility may transfer Licensee's Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Section 14.1. If Licensee fails to transfer its Communications Facilities within the required time period and Utility declines to transfer the Communications Facilities, Licensee shall be subject to the Failure to Transfer Facilities Charge set out in Appendix A until the transfer actually occurs.

ARTICLE 9: REMOVAL OF POLES AND OVERHEAD TO UNDERGROUND CONVERSIONS

- 9.1 Removal of Poles. If Utility desires at any time to take out of service any Poles on which Licensee has Attachments, Utility shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to remove such Poles. If, following the expiration of this time period or any extension thereof granted by Utility, Licensee has not yet removed and/or transferred all of its Communications Facilities from the Pole, Utility may remove or transfer such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. If Licensee fails to timely remove the Attachments and Utility declines to perform the work, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove 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.
- 9.2 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) within the prescribed time period, Utility may remove Licensee's Facilities, using its own personnel or a contractor at the same time Utility removes the affected Pole(s), and Utility may charge Licensee 125% of the actual costs incurred by Utility. If Licensee fails to timely remove its facilities and Utility declines to perform the work, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed.
- 9.3 Overhead to Underground Conversions. When Utility is planning to decommission and remove any Pole on which Licensee maintains Communications Facilities because Utility

intends to convert an overhead electric distribution line to underground, Utility shall give written notice to Licensee of the planned conversion. In such instances, Licensee shall remove its Communications Facilities from the affected Poles at its own expense within sixty (60) days after receiving notice from Utility. If Licensee fails to remove its Communications Facilities within this time period or any extension thereof granted by Utility, Utility may remove Licensee's Communications Facilities from such Poles using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall give Licensee prior written notice of any such removal of Licensee's Communications Facilities. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If neither Licensee nor Utility performs the removal, the affected Communications Facilities shall be subject to the Failure to Remove Facilities Charge set out in **Appendix A** until the affected Communications Facilities are actually removed. Utility shall give Licensee the option to relocate its Communications Facilities underground in the same manner as Utility Facilities are relocated (i.e., installation via open trench or directional boring) provided that Licensee provides all necessary equipment and materials for such work to Utility's contractor so that the contractor may installed each Party's respective facilities at the same time. Utility will invoice Licensee for its share of the contractor's costs in performing the work.

ARTICLE 10: POLE REPLACEMENTS, MODIFICATIONS, AND ALLOCATION OF COSTS

10.1 Licensee's Action Requiring Replacement or Modification. 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 Engineering 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 Section 7.1, 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 7. Utility may, in its discretion, require advance payment.

10.2 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:

10.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, Utility 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 Communications Facilities. 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 Section 10.2.1 shall not apply to routine maintenance or emergency situations.

10.2.2 If the modification or replacement of a Pole is necessitated by Licensee's requirements, 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 Attachments. 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 Attachments pursuant to this provision.

10.2.3 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.

10.2.4 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.

10.3 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.

- 10.4 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**.
- 10.5 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate Utility Facilities on a Pole for Licensee's benefit.

ARTICLE 11: TERMINATION OF PERMIT

- 11.1 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 Section 11.2.
- 11.2 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 16. No refund of any fees or costs will be made upon removal.

ARTICLE 12: INSPECTIONS OF LICENSEE'S FACILITIES

- 12.1 Utility's Right to Inspect Attachments. Utility has the right at any time to inspect Licensee's Attachments. The purpose of the inspection will be to determine whether Licensee's Attachments comply with all Engineering 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.
- 12.2 Inspection Costs. Licensee shall reimburse Utility for the actual costs Utility incurs in inspecting any of Licensee's Attachments when the inspection reveals a failure to comply with all Engineering Standards.
- 12.3 Duty of Full Compliance. Licensee agrees to bring its Attachments into full compliance with all applicable Engineering Standards, at its sole expense, in the event that any inspection reveals that the affected Attachment does not fully comply with all applicable Engineering 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.

- 12.4 No Liability. Any inspections undertaken pursuant to this Article 12, 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.

ARTICLE 13: UNAUTHORIZED OCCUPANCY OR ACCESS

- 13.1 Unauthorized Attachment Charge. If any of Licensee's Attachments are found occupying any Pole without a valid Permit, 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 one (1) year's presumed occupancy. In the event Licensee fails to pay such charge within thirty (30) days of receiving notification thereof, Utility may remove such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual costs incurred by Utility. Upon payment of the Unauthorized Attachment Charge, Licensee may seek a Permit for any such unauthorized Attachment.
- 13.2 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 14: LIABILITY AND DAMAGES

- 14.1 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 Section 14.5, 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 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).
- 14.1.1 Licensee further agrees, subject to Section 14.1.2: (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 special, indirect, punitive, or consequential damages). Subject to Section 14.1.2, each such non-party Attaching Entity is explicitly made a third-party beneficiary of this Section 14.1.1.

14.1.2 Section 14.1.1 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 license agreement with Utility that contains a provision identical to Section 14.1.1 that provides Licensee with the same benefits and rights as those conferred upon non-party Attaching Entities by Section 14.1.1, and that is fully and equally enforceable by or for the benefit of Licensee as Section 14.1.1.

14.2 Indemnification. Licensee, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) for third-party claims (excluding those covered by Sections 14.1.1 and 14.1.2 above) ("**Covered Claims**") arising from, Licensee's negligence or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's Communications Facilities, except to the extent of Utility's negligence or willful misconduct giving rise to such Covered Claims.

14.3 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.

14.4 Procedures for Indemnification.

14.4.1 Utility shall promptly give Licensee notice of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the

claim relates to an action, suit or proceeding filed by a third party against Utility, Utility shall endeavor to give notice to Licensee no later than ten (10) calendar days after Utility receives written notice of the action, suit or proceeding.

14.4.2 Utility's failure to give the required notice within ten (10) calendar days shall not relieve Licensee of its obligation to indemnify Utility unless Licensee is materially prejudiced by such failure.

14.4.3 Licensee shall have the right at any time, by notice to Utility, to participate in or assume control of the defense of the claim. Licensee may utilize counsel of its choice. Utility shall cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Utility shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of a third-party claim, it shall be bound by the results obtained by Utility.

14.4.4 If Licensee assumes the defense of a third-party claim as described above, Utility shall not assume liability for or settle, compromise or discharge any third-party claim without Licensee's prior written consent, and Utility will agree to any settlement, compromise or discharge of any third-party claim recommended by Licensee that releases Utility completely from such claim and does not establish a precedent that may adversely affect Utility in the future.

14.4.5 The Indemnification Procedures set forth in this Section 14.4 are intended to apply only to Licensee's indemnification obligations expressly set forth in this Agreement and are not intended to create a separate obligation on the part of Licensee to generally indemnify Utility.

14.5 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 15: DUTIES, RESPONSIBILITIES, AND EXCULPATION

15.1 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.

15.2 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.

- 15.3 **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.**
- 15.4 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.
- 15.5 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.
- 15.6 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 de-energizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 15.7 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.
- 15.8 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 16: INSURANCE

- 16.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
- 16.1.1 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/disease/policy limit. This policy shall be include a waiver of subrogation in favor of Utility.
- 16.1.2 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 and advertising injury, blanket contractual coverage, 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 \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including \$5,000,000 products/completed operations aggregate, \$5,000,000 personal and advertising injury,
- 16.1.3 Automobile Liability Insurance. Commercial automobile liability policy covering all owned, hired and non-owned vehicles. Limits of liability \$5,000,000 combined single limit each accident for bodily injury and property damage
- 16.1.5 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.
- 16.2 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. Licensee shall require all contractors and all of their subcontractors who perform work on behalf of Licensee to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee and shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.

16.3 Certificate of Insurance; Other Requirements.

16.3.1 Upon the execution of this Agreement and within (10) ten days of each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance. The certificate shall reference this Agreement and all waivers of subrogation required by this Agreement. Upon receipt of notice from its insurer(s) Licensee shall use commercially reasonable efforts to provide Utility with thirty (30) days' advance notice of cancellation of insurance during the term of this Agreement.

16.3.2 Utility, in the name of its municipality, shall be included as an "**Additional Insured**" as their interest may appear under this Agreement under all of the policies, except workers' compensation and employer's liability, which shall be so stated on the certificate of insurance. However, nothing in this Section 16.3.2 shall be interpreted to require that any insurance policy indemnify any Additional Insured against any negligent acts or omissions of any Additional Insured.

16.3.3 All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis.

16.4 Limits. The limits of liability set out in this Article 16 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.

16.5 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.

16.6 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.

16.7 Self-Insurance. Licensee may self-insure the risks required to be insured under this Agreement provided that Licensee has a minimum net worth of \$100,000,000.00. 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 16.

ARTICLE 17: AUTHORIZATION NOT EXCLUSIVE

17.1 No Exclusivity. 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 18: ASSIGNMENT

18.1 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 this Agreement as security for any Licensee financing with financial institutions.

18.2 Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article 18 shall be allowed until the assignee or transferee (including assignment or transfer to any assignee or transferee described in Section 18.1) and assumes, in writing, 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.

18.3 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 Overlashing is not subject to the provisions of this Section 18.3.

ARTICLE 19: FAILURE TO ENFORCE

19.1 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 20: DEFAULT

- 20.1 Utility's Right to Terminate. Notwithstanding Utility's rights under Article 11, Utility shall have the right, pursuant to the procedure set out in Section 20.2, 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:
- 20.1.1 Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
 - 20.1.2 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
 - 20.1.3 Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 16; or
 - 20.1.4 Non-payment by Licensee of fees or charges due to Utility.
- 20.2 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 Section 20.1. Licensee shall take immediate corrective action to eliminate any such condition(s) within thirty (30) 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. For non-payment by Licensee of any fees or charges due to Utility, Utility will notify Licensee in writing of such non-payment. Licensee shall make such payment within ten (10) days after receipt of such notice. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation within the above timeframes, 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 may remove such Communications Facilities using its own personnel or a contractor and may charge Licensee 125% of the actual cost incurred by Utility. If Utility declines to remove 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 21: TERM OF AGREEMENT

- 21.1 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.

- 21.2 Removal. On termination of this Agreement pursuant to Section 21.1, 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 Communications Facilities as required by this Section 21.2, Utility may remove such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual costs incurred by Utility. If Utility declines to remove the affected Attachments, they shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in **Appendix A** until the affected Attachments are actually removed.
- 21.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Communications Facilities.

ARTICLE 22: PERFORMANCE BOND

- 22.1 Bond Required. Within sixty (60) days of Utility's request, Licensee shall provide to Utility a performance bond in the amount of \$50,000. 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. The bond shall terminate after five (5) years, provided that Licensee has faithfully performed its duties under this Agreement during that five-year period.

ARTICLE 23: MISCELLANEOUS

- 23.1 Amending Agreement. Notwithstanding any other provision 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.
- 23.2 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, when mailed by nationally recognized overnight courier 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
Attn: Utilities Director
600 South Fourth Street
P.O. Box 383
Stoughton, Wisconsin 53589
608-873-3379

If to Licensee, to:

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

- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

The Parties hereto have executed this Agreement in duplicate on the day and year first written above.

[SIGNATURE PAGE FOLLOWS]

**CITY OF STOUGHTON, ACTING
THROUGH THE STOUGHTON
UTILITIES COMMITTEE**

VERIZON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A
POLE ATTACHMENT FEES AND CHARGES**

1. **Annual Pole Attachment Fee:** (The fee is charged on a per-Pole basis per Section 3.2)

- Commencement Date: *See* Section 3.2 of the Agreement:
- Per-Pole Rate: The table below illustrates the rate for the first 20 years of the Agreement. Thereafter, the rate will continue to escalate 3% annually.

Year	Amount	Year	Amount
2018	\$27.86	2028	\$37.45
2019	\$28.70	2029	\$38.57
2020	\$29.57	2030	\$39.73
2021	\$30.45	2031	\$40.92
2022	\$31.36	2032	\$42.15
2023	\$32.30	2033	\$43.41
2024	\$33.27	2034	\$44.71
2025	\$34.27	2035	\$46.06
2026	\$35.30	2036	\$47.44
2027	\$36.36	2037	\$48.86

- Annual Escalator: 3%

2. **Adjustment of Annual Pole Attachment Fee:** Rates to be recalculated every year in accordance with Exhibit 1 to this **Appendix A**.

3. **Non-Recurring Fees:**

- Permit Application Fee:
 - \$75.00 for 1 to 10 Poles
 - \$100.00 for 11 to 50 Poles
 - \$150.00 for 51 or more Poles
 - \$100 per cable span when Overlapping existing Attachment
- Pre-Construction Survey Fee Utility’s Actual Cost (Applicable where Utility is responsible for the survey and/or review of the survey provided by Licensee.)
- Make-Ready Work ChargesSee Article 3 of Agreement
- Miscellaneous ChargesSee Article 3 of Agreement

- Inspection Fees.....See Section 12.1.2 of Agreement

NOTE: Non-Recurring Fees may be adjusted periodically, but not more often than annually, to reflect increases in operating costs, and only after notification to Licensee of the proposed increase.

4. Unauthorized Attachment Charge:

- 3 x Annual Average Attachment Fee, per occurrence.

5. Failure to Timely Transfer or Remove Facilities Charge:

- 1/4 Annual Average Attachment Fee per day, per Pole, first 30 days;
- Annual Average Attachment Fee per day, per Pole, second 30 days and thereafter.

APPENDIX B
SPECIFICATIONS FOR ATTACHMENTS
TO UTILITY'S POLES

Licensee, when making Attachments to Utility's Poles, will adhere to the following engineering and construction practices.

A. SPECIFICATIONS

1. All Attachments shall be made in accordance with the Engineering Standards as defined in Section 1.8 of this Agreement.
2. Licensee must meet the specifications indicated in the special construction drawings (B-1 through B-9) contained in this **Appendix B**. These drawings include the following:
 - a. Overhead Minimum Clearances (Drawings B-1 and B-2)
 - b. Grounding Connections (Drawing B-3)
 - c. Guy Wire Clearances (Drawing B-4)
 - d. 120/240 Volt Power Service (Drawing B-5)
 - e. Minimum Clearance to Service & Roadway (Drawing B-6)
 - f. Pole Tag Requirements (Drawing B-7)
 - g. Attachments at Transformer Poles, including Risers (Drawing B-8)
 - h. Alternate Transformer Pole Attachments, including Risers (Drawing B-9)
3. Licensee must also meet the following specifications:
 - a. **Attachment Height:** Poles may be factory predrilled. Utility will provide Licensee with instructions as to the proper predrilled holes to be utilized.
 - b. **Orientation on Pole:** Cables are normally to be placed on the road side to allow for risers on the back side of the Pole. On installations with existing cables on the Poles, Utility will specify the side of the Pole to be utilized. Licensees must maintain their cables in their relative vertical positions; cables may not cross over the cable of another attaching entity.
 - c. **Risers** are not to be located on the front or rear face of the Pole, nor in line with the cable route, but are to be in the 45 degree quadrant of the Pole to avoid conflicts with bolts and other riser installations.
 - d. **Bonding:** Licensee's facilities are to be properly bonded. Consult with Utility for instructions for proper bonding on steel poles.

- e. **Anchoring/Guying:** All anchors and guys are to be in place before cable installation. Consult with Utility about the joint use of anchors. Overhead guys are to be bonded to the messenger if not an integral part thereof. All down guys must be insulated in accordance with Engineering Standards.
- f. **Excess Cable:** Excess cable is to be neatly spooled using appropriate devices. It is not to be coiled and suspended from a pole or cable.
- g. **Communication Arms:** Communication arms or brackets are not allowed on Utility's Poles without permission in writing from Utility. All cable Attachments are to be directly bolted to the Pole.
- h. **Tagging:** Tags are to be placed at cable deadends, risers, and on lateral attachment points at no more than 1,000-foot intervals. Tags are to be at least 5 inches in length and rolled to fit around the cable. They shall be UV resistant with UV resistant printing, identifying the cable owner.
- i. **Power Supplies:** Power supplies may be installed on Poles only with written permission from Utility.
- j. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the back side of the Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole field face quarter section.
- k. **Pedestals and Enclosures:** Every effort should be made to install pedestals, vaults and/or enclosures a minimum of four (4) feet from Poles or other Utility Facilities. In the event that the placement of pedestals, vaults and/or enclosures a minimum of four (4) feet from Poles or other Utility Facilities is not practical, Licensee shall contact Utility to obtain written approval of the proposed placement. Every effort should be made to install or relocate Utility Facilities a minimum of four (4) feet from Licensee's existing pedestals, vaults and/or enclosures.

B. CERTIFICATION OF LICENSEE'S DESIGN

1. Licensee's Permit Application must be signed and sealed by a professional engineer, registered in the State of Wisconsin, or utility approved employee or contractor certifying that Licensee's aerial cable design fully complies with the NESC, Utility's construction standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

[Pole Top Drawings Follow]

APPENDIX C
PERMIT APPLICATION PROCESS

The following procedure is to be followed by Licensee when seeking to make new Attachments on Utility's Poles.

1. Licensee shall submit a completed Permit Application (**Appendix D**), which shall include: route map, information required in **Appendix E**, installation plans, and recommendations on Make-Ready Work. Licensee shall prepare the Permit Application in adherence with Engineering Standards and Specifications (**Appendix B**).
2. Utility will review the completed Permit Application and discuss any issues with Licensee. The review may involve an onsite inspection of proposed Attachments with Licensee's professional engineer or Utility approved Licensee employee or contractor.
3. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by Licensee.
4. Upon completion of the Make-Ready Work, Utility will sign and return the Permit Application, which Permit shall serve as authorization for Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.
5. Licensee's professional engineer or Utility-approved employee or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within thirty (30) calendar days after installation is complete.

**APPENDIX D
PERMIT APPLICATION
FOR ATTACHMENT OR REMOVAL**

PERMIT APPLICATION			
Stoughton Municipal Electric Utility Attn: Utilities Director 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589 Phone: 608-873-3379 E-Mail:			Date * _____
APPLICANT INFORMATION (Licensee)			
Name of Company:	*		
Address:	*		
Contact Person:	*		
Phone:	*	E-mail:	*
Licensee requests permission to occupy Utility's Poles in accordance with the conditions set forth in the Parties' Pole Attachment License Agreement, dated _____, 2018.			
GENERAL APPLICATION INFORMATION			
Location (road name(s), general project description)	*		
Utility Project Name, Work Order Number	*		
Project Schedule (planned date of construction)	*		

Name of Construction Company	*		
Address	*		
Phone	*	E-mail	*
Contact Person	*		
Construction Drawings (Attach maps, construction specifications, staking sheets, etc.) Number of New poles contacted * _____ Number of Utility anchors * _____ Number of existing contacts to have added facilities * _____ Terminate * _____ pole contacts.			

PLEASE SEE APPENDIX E FOR ADDITIONAL INFORMATION TO ACCOMPANY THE PERMIT APPLICATION.

TO BE COMPLETED BY UTILITY PERSONNEL

Date Permit Application received _____ Field review _____ Final review _____

Permit Application review by: _____

- Permit Application accepted Date _____
 Permit Application fee received \$ _____ Billing Dept. Rcv'd by _____
 Permit Application denied. Date letter of explanation sent _____

**APPENDIX E
DISTRIBUTION LINE MINIMUM DESIGN
REVIEW INFORMATION AND WORKSHEET**

The following Design Review Information must be submitted with each Permit Application, unless Utility allows otherwise. See **Appendix F** for instructions.

Each Permit Application must include a report from a professional engineer registered to practice in the State of Wisconsin and experienced in electric utility system design or a Utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for medium loading as outlined in NESC Section 25.

All of the following information must be submitted with the Permit Application, unless Utility waives such requirement. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice.

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 1/0 AWG ACSR (code name Penguin) conductor for both phase and neutral. **(If the Utility's standard size conductor is larger, use the larger size.)** 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 336.4 AWG ACSR conductor for the three phases and the neutral. **(If Utility's standard size conductor is larger, enter the larger size.)** If existing conductors are larger than 336.4 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 1/0 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 use guy insulators.
8. Licensee shall comply with any Utility-required safety factors in its designs.

Licensee shall comply with any NESC and/or Utility-required safety factors; whichever is more conservative, in design. The engineer for the applicant shall provide for each Permit Application the following confirmations:

- **Required permits that have been obtained** (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint use permits, if required.

- **Confirm that you have:**

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained Pole/anchor easements from land owners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Wisconsin.

It is Licensee's responsibility to obtain all necessary permits and easements and provide Utility with a copy of each, if requested.

The engineer for the Permit Applicant shall provide for each Pole the following information:

General:

- Licensee's Project No. _____
- Pole class _____ [existing—*i.e.*, 4, 3, 2...]
- Pole height _____ [existing—*i.e.*, 35, 40...]
- Pole type _____ Western Red, Cedar, Douglas Fir...]
- Pole fore span _____ [feet]

- Pole back span _____ [feet]
- Calculated bending moment at ground level _____ [ft-lbs]

Proposed:

- Proposed cable: Type _____ qty _____ dia _____ @ _____ ft above ground line
- Proposed cable: Type _____ qty _____ dia _____ @ _____ ft above ground line

The minimum vertical clearance under all loading conditions measured from the proposed cable to 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 within a given span.

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]

Permit applicant's engineer shall provide for each transverse or dead end pole to which guy(s) are attached, the following information:

- Licensee's Plan Sheet Pole number(s) _____
- Corresponding calculated guy tension under NESC maximum loading conditions _____ [lbs]

APPENDIX F
FIELD DATA SUMMARY SHEET INSTRUCTIONS

<u>Column</u>	<u>Instructions</u>
Licensee's Pole Number	This must correspond to Licensee's plan sheet
Plan Sheet Pole Number	Sequential pole count to match drawing.
Pole Height and Class	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will only be allowed if approved by Utility.
Attachment Height.....	Licensee attachment height above ground level.
Inches Below Utility	The number of inches Licensee is to be attached below Utility while maintaining clearance, as required in <u>Appendix B.</u>
Span Length.....	List the span length between each point of attachment.
Inches Sag	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the span. Must not be less than the NESC (latest edition).



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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Real estate listing of the vacant land located at 3201 McComb Rd

On November 30, 2009, Stoughton Utilities closed on the purchase of a 17-acre farmette located at 3201 McComb Road, with a sale price of \$350,000. This property was acquired for the future construction of an electrical substation, at the time planned for 2015. This property was selected for a variety of reasons, including the proximity to the existing electrical transmission lines owned by American Transmission Company (ATC), proximity to the portions of our electrical distribution system that needed to be made more robust to serve current and future growth, and the proximity to the existing city limits for ease of annexation.

In 2013, the 17 acre parcel was split into two separate parcels; a 5.762 acre parcel at 3221 McComb Rd, to be used as the site of the new electrical substation, and a separate 10.683 acre parcel at 3201 McComb Rd., to be reserved for future utility use or sale. Both parcels were annexed into the City of Stoughton. The vacant parcel was zoned RH, Rural Holding District.

In July 2017, Stoughton Utilities conducted an appraisal report of the 10.68 acres of vacant land located at 3201 McComb Rd. Based on the current market value estimates as of June 30, 2017, the parcel was appraised at \$45,000 per acre, or a total of \$480,000. The appraisal report suggested that the highest and best market use of the property would be for commercial development.

In August 2018, Stoughton Utilities completed the construction of the new West Substation on the parcel at 3221 McComb Rd. Stoughton Utilities no longer has a use for the vacant parcel at 3201 McComb Rd. Accordingly, Stoughton Utilities staff is recommending that the vacant parcel be listed for sale at this time.

The Mayor was approached by a neighboring property owner with a potential temporary listing contract. When the vacant land located in Business Park North was listed, the City solicited three proposals.

It is requested that the Stoughton Utilities Committee review and approve the listing of 10.683 acres of vacant land located at 3201 McComb Road and recommend a listing strategy, and recommend approval to the Stoughton Finance Committee and Stoughton Common Council at their October 23, 2018 meeting.



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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Stoughton Utilities Lead Awareness pamphlet and distribution strategy

At the July 16, 2018 meeting of the Stoughton Utilities Committee, the Committee directed staff to prepare a packet of educational materials, including testing and filter resources, to be provided to customers who may have lead service laterals. A draft pamphlet is enclosed for the Committee's review and comments.

Once finalized, this pamphlet will be distributed to water customers who our records indicate may have privately-owned lead service laterals. This will include:

- Properties where the water mains were installed during the time where lead pipes were commonly used for either the publicly-owned and/or privately-owned portion of the water service lateral, and where Stoughton Utilities *has not* reconstructed the publicly-owned infrastructure, including the publicly-owned portion of the water service lateral,
- Properties where the water mains were installed during the time where lead pipes were commonly used for either the publicly-owned and/or privately-owned portion of the water service lateral, and where Stoughton Utilities *has* replaced any publicly-owned portions of lead water service lateral, however we have no record of the customer replacing the privately-owned portion,
- Properties outside of neighborhoods where the water mains were installed during the time where lead pipes were commonly used, but where our Cross Connection Inspection data indicates that the privately-owned portion of the water service lateral is lead.

We also plan to distribute copies of the pamphlet to local social services providers and daycare facilities along with a letter requesting that they make copies available to their clients that may rent property in an older neighborhood where the potential for lead water service laterals exist.

FOR MORE INFORMATION

To learn more about the potential health effects of lead and how you can have your child's blood tested, please contact either:

- Wisconsin Division of Public Health
(608) 266-1251
- Public Health Madison & Dane County
(608) 266-4821

To have the water tested at your home, you may contact one of the following certified laboratories in the area:

- Wisconsin State Laboratory of Hygiene
(800) 442-4618
- Northern Lake Service, Inc
(715) 478-2777

The National Lead Information Center can answer your questions and send you more general information regarding lead and lead hazards. They can be contacted by calling (800) 424-LEAD(5323).

To learn more about reducing lead exposure around your home or business, please visit the EPA's website at www.epa.gov/lead.

To view Stoughton's most recent Water Quality Report, please visit ccr.stoughtonutilities.com.

Lead Awareness

Important Information About Lead and Your Drinking Water



600 South Fourth Street
Stoughton, WI 53589
(608) 873-3379

www.stoughtonutilities.com

LEAD IN THE ENVIRONMENT

Lead is a naturally occurring metal that can be toxic to humans and animals if ingested. It can be found in the air, soil, water, and inside of our homes. Lead has been used in many products found around the home in the form of paint, ceramics, plumbing materials, gasoline, batteries, and cosmetics. When lead is released into the air, it can travel long distances before settling to the ground.

HEALTH EFFECTS OF LEAD EXPOSURE

Lead can be especially dangerous to children because their brains and nervous systems are more sensitive to the effects of lead, and their bodies absorb more lead than adults as they grow. Pregnant women should take extra precautions against lead exposure due to the potential effects to their developing baby. Lead is also stored in the bones and can be released later in life.

Even low levels of lead in children can result in behavioral and learning problems, lower IQ, hyperactivity, slowed growth, hearing problems, and anemia.

Adults exposed to lead can suffer from increased blood pressure, hypertension, decreased kidney function, and reproductive problems.

Higher levels of lead in the blood can lead to more serious health problems including seizures, coma, and death.

LEAD AND DRINKING WATER

Although the majority of lead exposure comes from sources around the home and in the environment, the Environmental Protection Agency (EPA) estimates that between 10 - 20% of lead exposure comes from drinking water.

Stoughton's water does not have lead present when it leaves our wells, but can be contaminated as it travels through lead service pipes that have started to corrode over time.

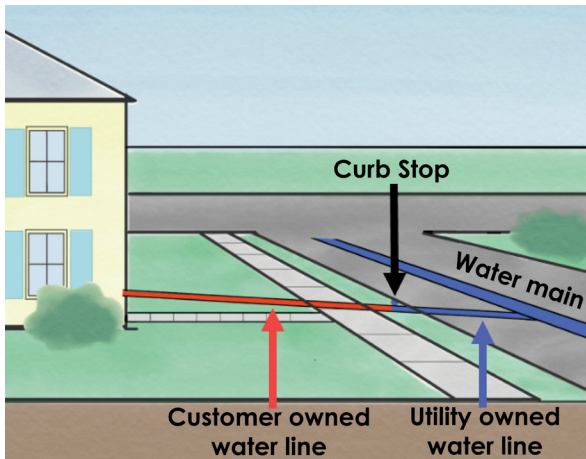
There are a number of factors that can contribute to the amount of lead that enters your drinking water, including the corrosivity of the water, the temperature of the water as it passes through the pipes, and the length of time the water stays in the pipes. Hot water and water that has been sitting in the pipes for long periods of time are more likely to pick up contaminants from the pipes and fixtures.

The Safe Drinking Water Act is a federal law that was first passed in 1974 to regulate public drinking water. The law gives the EPA the authority to set quality standards for drinking water, which are then enforced by state agencies. The Wisconsin Department of Natural Resources (DNR) requires that all public water systems test their drinking water yearly to ensure that contaminant levels remain below the thresholds set by the EPA. The results of these tests are published on our website, and Stoughton's drinking water continually meets and exceeds all state and federal water quality standards.

WHAT STOUGHTON UTILITIES IS DOING

Stoughton Utilities tests the drinking water each year for contaminants, including lead, to ensure that your drinking water continues to be safe to drink. The results from these tests are published yearly in a Consumer Confidence Report. For more information about Stoughton's water quality and to view the Consumer Confidence Report, please visit our website at www.stoughtonutilities.com.

Each year, Stoughton Utilities works to replace some of the water service lines throughout the city that have lead service laterals. When Stoughton Utilities is replacing underground infrastructure in your area, you may be notified by letter to encourage you to replace your privately owned portion of the water service line at the same time. Your costs will generally be lower if you choose to replace your water service line at the same time.



The picture above illustrates what portions of the water service lines are privately owned, and what portions are owned by Stoughton Utilities.

WATER SERVICE LINE REPLACEMENT

Lead pipes were used in Stoughton for private water service lines through the 1950's. Homes constructed after 1960 are unlikely to have lead water service lines.

If you determine that your home has a lead water service line, the best way to ensure that you continue to have safe drinking water is to replace the privately-owned portion of the line with copper, iron, or plastic pipe. Stoughton Utilities will replace the publicly-owned portion at the same time.

The privately-owned portion of the service line is everything located after the curb stop, usually in the park row. Replacement of the water service line will be done at the homeowners expense, and costs on average \$3,000 - \$5,000. You should contact a licensed plumber to obtain a quote for your property.

INSIDE YOUR HOME

In 1986, congress restricted the amount of lead allowed in plumbing materials, so homes that were built before that are more likely to have plumbing components that contain high levels of lead, such as pipes, solder, and fixtures.

An amendment to the Safe Drinking Water Act updated the definition of "lead free" and reduced the amount of lead allowed in fixtures produced after 2013. Plumbing fixtures produced before that may contain higher levels of lead.

WHAT CAN YOU DO?

You can easily determine if your water service line is lead by inspecting the water line entering your home from the street, usually located in the basement.

Using a key or coin, carefully scratch the water pipe entering your home, prior to the water meter. If the scratch turns a shiny silver color, the pipe could be made of lead or steel. Try placing a strong kitchen magnet on the water line entering your home to determine if it is magnetic. Magnets will not stick to lead.

If you're still unsure if your home has a lead service line, you should contact a plumber to have your water lines and fixtures inspected for lead.

If you determine that your home has a lead service line, you can have the water tested at your expense to determine if lead is contaminating your drinking water. The following is a list of state approved laboratories in our area that can test your drinking water for lead:

Wisconsin State Laboratory of Hygiene
(800) 442-4618

Northern Lake Service, Inc.
(715) 478-2777

If there are children in the home, you may want to have their doctor test their blood for lead. The Centers for Disease Control and Prevention recommends that action be taken when the level of lead in the child's blood exceeds 5 micrograms per deciliter.

TIPS

If a water test indicates that the drinking water in your home exceeds 15 parts per billion of lead and replacement of your privately-owned service line is not an option at this time, you can take the following precautions to protect your family:

- Let the cold water run from the tap before using it for drinking or cooking any time the water has gone unused for more than 4 hours.

- Do not drink or cook with hot tap water. Hot water can dissolve lead more quickly than cold water.

- Clean your faucet aerators on a regular basis to remove any accumulation of particles that could contaminate your drinking water.

- Purchase a home filtration system to filter your water before drinking or cooking with it. Filtration systems must be certified to ensure that they will remove lead from the water. Visit www.nsf.org for more information.

- Replace older plumbing fixtures with "lead-free" fixtures manufactured after 2013.

- Eat a healthy diet. Foods rich in iron help to protect the body from the harmful effects of lead, while foods rich in calcium and vitamin C help to reduce lead absorption.



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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Invitation to attend an orientation to WPPI Energy

WPPI Energy is offering a half-day educational program about the member-owned organization and the benefits of joint action. This orientation session will be held on Tuesday October 30, 2018 from 8:30 am to 12:00 pm at WPPI Energy Corporate Headquarters in Sun Prairie, WI. These orientation sessions are held twice each year.

Topics to be discussed include Stoughton's ownership in WPPI Energy, the value of public power, power supply resources and operations, the wholesale energy market, electric costs and rates, and more.

If you are interested in attending the orientation, you can RSVP online at <http://www.wppienergy.org/orientation>, or you can inform Brian Hoops and he will take care of your registration. Please RSVP by October 26. A continental breakfast and full lunch will be provided, and a mileage allowance will be provided upon request. If a quorum of the Utilities Committee may be present, the appropriate public notice will be posted as required by law.

ORIENTATION TO WPPI ENERGY

Join us for a half-day educational program about our joint action agency. Any member utility employees, officials and governing body leaders are encouraged to attend this information session. In the general session, attendees will learn more about:

- **Ownership in WPPI Energy**
- **Value of public power**
- **Power supply resources and operations**
- **Advocacy/leadership**
- **Programs and support services**
 - » Advanced metering and data management
- » Customer communications
- » Electric costs and rates
- » Electric distribution system services
- » Energy efficiency and renewable energy programs
- **Tour of the building and Systems Operations Center**

Tuesday, October 30

WPPI Energy • Conference Center
1425 Corporate Center Drive • Sun Prairie, WI 53590

8:30 a.m. **Continental Breakfast**
9:00 a.m. **Program**
12:00 p.m. **Lunch**

Interested in attending the orientation?

Simply fill out the RSVP below and return by fax or email to Kayla Pierce at WPPI Energy.

RSVP by Thursday, October 26

FAX:
608-837-0274

EMAIL:
kpierce@wppienergy.org

ONLINE:
www.wppienergy.org/orientation

Utility/Community

Name

Title

Name

Title

Name

Title



The way energy should be

Contact Information

Kayla Pierce
Member Relations Coordinator
608-834-4537 | Fax: 608-837-0274
kpierce@wppienergy.org

WWW.WPPIENERGY.ORG



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Scheduling of the Utilities Committee regular meetings in November and December

At this time of year, there is rarely sufficient new business to be presented to the Utilities Committee in November and December. The November 2017 Utilities Committee meeting had no agenda items, and was subsequently cancelled, and the only new business item on the November 2016 meeting agenda was the cancellation of the December meeting. The December meetings have been cancelled annually since 2011.

However, due to the ongoing transition process as the vacant Utilities Director position is advertised, interviewed, and ultimately filled, it is possible that the Committee may need to meet in these months.

This item is on the agenda for the Committee to discuss whether the regular meetings currently scheduled for November 19, 2018 and December 17, 2018 should remain as scheduled, or if one or both should be cancelled, with a special meeting(s) to be called by the Utilities Committee Chairman if deemed necessary.



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

Serving Electric, Water & Wastewater Since 1886

Date: October 9, 2018

To: Stoughton Utilities Committee

From: Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Utilities Committee Future Agenda Item(s)

This item appears on all agendas of Committees of the City of Stoughton.