



# 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, August 19, 2019 at 5:30 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),  
Alderperson Ben Heili, Alderperson Regina Hirsch, Alderperson Greg Jenson, Citizen  
Member John Kallas, Mayor Tim Swadley (Vice-Chair)

## **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 July 18, 2019 Regular Utilities Committee Meeting
- b. Draft Minutes of the July 18, 2019 Special Joint Meeting of the Utilities Committee and Stoughton Public Works Committee
- c. Stoughton Utilities July Payments Due List Report
- d. Stoughton Utilities June Financial Summary
- e. Stoughton Utilities June Statistical Report
- f. Stoughton Utilities July Activities Report
- g. Communications

### **OLD BUSINESS**

1. Status of the Utilities Committee Recommendation(s) to the Stoughton Common Council  
**(Discussion)**

### **NEW BUSINESS**

2. Declaration of Official Intent 2019-2 **(Action)**
3. Licensing Agreement for Communications Attachments to Utility Poles Between the City of Stoughton Utilities and TDS Metrocom, LLC **(Action)**
4. Change Order No. 1 to the 2019 Street and Utility Construction Project **(Action)**
5. Wisconsin Energy Independent Community Partnership Program **(Discussion)**
6. Results of the Stoughton Utilities 2019 Lead and Copper Sampling Program **(Discussion)**
7. Invitation to Attend the WPPI Energy Annual Meeting **(Discussion)**
8. Utilities Committee Future Agenda Item(s) **(Discussion)**
9. Tour of the Stoughton Utilities West Substation **(Discussion)**

### **ADJOURNMENT**

### **OPTIONAL TOUR**

Notices Sent To:

Stoughton Utilities Committee Members  
Stoughton Utilities Director Jill M. Weiss, 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 Brian Hoops via telephone at (608) 877-7412, or via email at [BHoops@stoughtonutilities.com](mailto:BHoops@stoughtonutilities.com).

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

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

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

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Thursday, July 18, 2019 – 5:30 p.m.

Stoughton, WI

Page No. 1

**Location:** City of Stoughton Council Chambers  
Stoughton Public Safety Building  
321 South Fourth Street  
Stoughton, Wisconsin, 53589

**Members Present:** Citizen Member Kym Ackerman, Citizen Member David Erdman (Chair), Alderperson Ben Heili, Alderperson Regina Hirsch, Alderperson Greg Jenson, Citizen Member John Kallas, Mayor Tim Swadley (Vice-Chair)

**Excused:** None

**Absent:** None

**Others Present:** Stoughton Utilities Assistant Director Brian Hoops, Stoughton Utilities Director Jill Weiss, Ms. Marsha Berigan

**Call to Order:** Utilities Committee Chairperson David Erdman called the regular Stoughton Utilities Committee Meeting to order at 5:36 p.m.

**Utilities Committee Consent Agenda:** Stoughton Utilities staff presented and discussed the Stoughton Utilities Committee consent agenda items.

Motion by Hirsch, the motion seconded by Kallas, to approve the following consent agenda items as presented:

- a. Draft Minutes of the June 17, 2019 Regular Utilities Committee Meeting
- b. Stoughton Utilities June Payments Due List Report
- c. Stoughton Utilities May Financial Summary
- d. Stoughton Utilities May Statistical Report
- e. Stoughton Utilities June Activities Report
- f. 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:

**Consent Agenda:**

1. Minutes of the May 20, 2019 Regular Utilities Committee Meeting
2. Stoughton Utilities May Payments Due List Report
3. Stoughton Utilities April Financial Summary
4. Stoughton Utilities April Statistical Report
5. Utilities Director's Report: The First 100 Days

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Thursday, July 18, 2019 – 5:30 p.m.

Stoughton, WI

Page No. 2

## Business:

1. Wastewater 2018 Compliance Maintenance Annual Report (CMAR)

Staff informed the committee that the Stoughton Common Council had also held the first reading of the ordinance amending Zoning Code section 78-718 (3)(i) of the Stoughton Municipal Code related to the placement of fencing in utility easements, and after a lengthy discussion the council voted to refer the matter back to a joint meeting of the Stoughton Utilities Committee and Stoughton Public Works Committee. This joint meeting will be held immediately following the end of this meeting.

**Stoughton Utilities Round-Up Program:** Stoughton Utilities staff presented and discussed the Stoughton Utilities Round-Up Program. A brief description and history of staff's efforts to recruit new organizations to apply for funding was provided to the committee. This is the first of two donations to be made using 2019 program funding, with an applicant pool of 15 local non-profit organizations. Mayor Swadley informed the committee that Stoughton Parks and Recreation has withdrawn their application for funding as the program they sought to fund has received funding from another party. Discussion followed.

Motion by Hirsch, the motion seconded by Heili, to donate \$1,000 from the Stoughton Utilities Round-Up Program fund to St. Vincent de Paul – St. Ann. The motion carried unanimously 7 to 0

**Stoughton Utilities Facility Tours Schedule:** Stoughton Utilities staff presented and discussed the revised schedule for the upcoming committee meetings when tours of Stoughton Utilities facilities will be provided to committee members. This schedule has been adjusted due to the planned special joint meeting scheduled for after this regular meeting. The tentative schedule includes tours in August, September, and October immediately following the regularly scheduled committee meeting. Discussion followed.

**Utilities Committee Future Agenda Items:** Staff informed the committee that upcoming meeting topics include an education presentation on the utility rate design process, the resumption of scheduled tours of various utility facilities as weather permits, a proposed ordinance related to the mandatory replacement of customer-owned lead service lines, information regarding possible sanitary sewer collection system repair and/or replacement on West Main Street, the Stoughton Utilities 20-year Capital Improvements Plan, and the Wisconsin department of Natural Resources response to our submitted 2018 Wastewater Compliance Maintenance Annual Report (CMAR).

Committee members requested that future agenda items also include a review of a July 22, 2008 resolution supporting Wisconsin Energy Independent Community Partnership, a goal for the generation of 25% of Wisconsin's energy by 2025, and a continuing discussion of upcoming 5G technology. Discussion followed.

**Adjournment:** Motion by Jenson, the motion seconded by Hirsch, to adjourn the regular Stoughton Utilities Committee Meeting at 5:48 p.m. The motion carried unanimously 7 to 0.

Respectfully submitted

Brian R. Hoops

Stoughton Utilities Assistant Director

**Joint Meeting of the Public Works & Stoughton Utilities Committees Meeting Minutes**  
**Thursday July 18, 2019**  
**Public Safety Bldg. – 321 S Fourth St**

**Members Present:** Public Works Committee Members Alderpersons Tom Majewski, Sid Boersma, Matt Bartlett, Lisa Reeves and Mayor Tim Swadley.

Stoughton Utilities Committee Members Alderpersons Ben Heili, Regina Hirsch, Greg Jenson, and David Erdman, Kym Ackerman, John Kallas and Mayor Tim Swadley

**Staff:** Mayor Tim Swadley, Public Works Director Brett Hebert, Planning Director Rodney Scheel and Vickie Erdahl, Stoughton Utilities Director Jill Weiss, Assistant Utility Director Brian Hoops and City Attorney Matt Dregne

**Absent/Excused:**

**Guests:** Alderperson Phil Caravello, Alderperson Brett Schumacher, Cory Frantschy, Kaitun Cheramy, Marsha Berigan, and Emily Barr

**Call to Order:** Erdman called meeting to order @ 6:00 PM

**New Business**

**1) Amending Zoning Code Section 78-718(3)(i) of the Stoughton Municipal Code related to the placement of fencing in utility easements: (Action)**

This ordinance was reviewed after a request was received from a resident to place a fence in the utility easement behind the home and two other property owners who spoke at the Common Council meeting of June 25, 2019. All three of properties were reviewed.

Fencing standards for the City of Stoughton are in the Zoning Code. Current ordinance reads “No fence shall be located within any easement designed to convey storm water drainage, sanitary sewer, electric distribution and water distribution.”

Stoughton Utilities and multiple city departments were involved in discussion and review of the Zoning Ordinance 78-718 (3)(i)

*Utilities Director Jill Weiss* presented a slide show pertaining to the history of the ordinance, the discussion regarding the citizen request and concerns for a potential revision of the zoning code, what other communities do and explained reasons why Stoughton has an ordinance.

The slides reviewed various situations where there are easements. Easements vary in width depending on their purpose and if the utilities are above or below ground. Drawings and pictures were included to show various scenarios of utility easements in place throughout the city.

Concerns raised and discussed regarding fencing being allowed were: 1) access to infrastructure to perform system maintenance or emergency repairs 2) delay outage and restoration, 3) potential of damage to fence, 4) subjective nature of case-by-case approvals and issues that could arise, 5) transfer of liability and 6) notification of future property owners if exceptions made.

Attorney Dregne was involved in the evaluation of potential changes to this section of the Zoning code and indicated the legal process to seek relief from the current ordinance would be for the citizen to request a variance from the Zoning Code provisions. Attorney Dregne was asked about the State Statute regarding easements to which he replied he needed more time to look into further to see how it would affect the city ordinance.

After the various department multiple meetings, it was recommended to repeal Zoning Code Section 78-718 (3)(i) of the Stoughton Municipal Code and recreate.

Discussion on the recreated ordinance resulted in a request that language be added to paragraph C which should read as follows *“This subsection shall not apply to any fence that, but for being located in a Utility Easement Area, was a lawfully installed fence on the date this subsection is adopted, and any such fence may be maintained, repaired or replaced without restriction under this subsection.*

Public Comment:

City resident – Marsha Berigan of 1509 W Milwaukee St spoke regarding her request to place a fence in the easement behind her home.

Committee discussed ways to get easement information to homeowners when they are purchasing a property to lessen the confusion of where property lot lines are and to make sure that new developments are evaluated (which is already happening through the Planning Department).

**Motion by Boersma, seconded by Reeves to recommend to the Common Council to amend Ordinance 78-718 (3)(i) including the revised language changes as suggested by the City Attorney are made in paragraph C. Motion carried 10-1 (w/ Jenson voting no).**

Future Agenda Items: None.

**Moved by Boersma, seconded by Jenson to adjourn meeting at 7:30 pm. Motion carried 11-0.**

Date: Tuesday, August 06, 2019  
 Time: 11:37AM  
 User: SGUNSOLUS

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

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

Period: - As of: 8/6/2019

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
<b>Company: 7430</b>					
001835	EP	7/3/2019	20,493.23	516 WELLS FARGO BANK	VO for check batch: 309100
001836	HC	7/12/2019	1,021,135.90	009 WPPI	WPPI-Renewable Energy/WPPI-Buy Back Solar Credit/WPPI-Large Power/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services
001837	HC	7/30/2019	155.14	952 AT&T	AT&T-July Ach/AT&T-July Ach
001838	HC	7/30/2019	742.20	002 Employee Benefits Corp - Ach	EBC - July Ach/EBC - July Ach/EBC - July Ach/EBC - July Ach
001839	HC	7/30/2019	1,816.30	001 Delta Dental - Ach	Delta Dental - July Ach/Delta Dental - July Ach/Delta Dental - July Ach
001840	HC	7/30/2019	762.87	004 Us Cellular - Ach	Us Cellular - July Ach/Us Cellular - July Ach/Us Cellular - July Ach/Us Cellular - July Ach
001841	HC	7/30/2019	269.16	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-July Ach/Gordon Flesch-July Ach/Gordon Flesch-July Ach/Gordon Flesch-July Ach
001842	HC	7/30/2019	464.86	007 TDS Metrocom - Ach	TDS Metrocom - July Ach/TDS Metrocom - July Ach/TDS Metrocom - July Ach/TDS Metrocom - July Ach
001843	HC	7/30/2019	451.57	003 Alliant Energy - Ach	Alliant Energy - July Ach/Alliant Energy - July Ach/Alliant Energy - July Ach/Alliant Energy - July Ach/Alliant Energy - July Ach/Alliant Energy - July Ach
001844	HC	7/30/2019	30.52	421 FIRST DATA CHARGES	First Data - July Ach/First Data - July Ach/First Data - July Ach/First Data - July Ach
001845	HC	7/30/2019	422.03	547 Charter Communications-Ach	Charter Comm-July Ach/Charter Comm-July Ach/Charter Comm-July Ach/Charter Comm-July Ach
001846	HC	7/30/2019	7,656.16	020 Wells Fargo Bank-Ach	Client Analysis-July Ach/Client Analysis-July Ach/Client Analysis-July Ach/Client Analysis-July Ach
001847	HC	7/30/2019	43,507.28	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Revenue-July Ach/Dept of Revenue-July Ach

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
001848	HC	7/30/2019	10,600.20	008 Payroll State Taxes - Ach	State Taxes - July Ach/State Taxes - July Ach/State Taxes - June Tax Ach
001849	HC	7/30/2019	37,269.66	025 Payroll Federal Taxes- Ach	Federal Taxes - July Ach/Federal Taxes - July Ach/Federal Taxes - July Ach/Federal Taxes - July Ach
026379	CK	7/11/2019	920.00	084 HARVEST FARMS, LLC	Harvest Farms-Embedded Credits
026380	CK	7/11/2019	456.77	133 WISCONSIN SCTF	WI SCTF-July A Support
026381	CK	7/11/2019	7,301.66	362 UTILITY SERVICE CO., INC	Utilitiy Svcs-Tower Qtr
026382	CK	7/11/2019	113.81	721 DAVID BUSS	D Buss-Customer Refund
026383	CK	7/11/2019	330.99	154 JULIE PURVES OR SAM HANSON	J Purves-Customer Refund
026384	CK	7/11/2019	114.17	307 MICHAEL BURIE	M Burie-Customer Refund
026385	CK	7/11/2019	141.94	340 MONTALTO GROUP, LLC	Montalto-Customer Refund
026386	CK	7/11/2019	108.21	708 AARON NOWICK	A Nowick-Customer Refund
026387	CK	7/11/2019	214.14	737 BRYCE KINSON OR SARAH LINDSAY	B Kinson-Customer Refund
026388	CK	7/11/2019	402.50	186 STAFFORD ROSENBAUM LLC	Stafford-Legal Services
026389	CK	7/11/2019	175.06	400 RESCO	Resco-Inventory
026390	CK	7/11/2019	10,485.00	593 UNITED LIQUID WASTE RECYCLING, INC	United Liquid-Sludge Haul
026391	CK	7/11/2019	5,786.38	846 CUMMINS SALES AND SERVICE	Cummins-Stone Crest LS/Cummins-Water Tower/Cummins-Well 5/Cummins-Well 7/Cummins-WWTP Gen/Cummins-Utility office/Cummins-Utility office/Cummins-Utility office
026392	CK	7/11/2019	42.98	133 WISCONSIN SCTF	WI SCTF-R & D Fees
026393	CK	7/11/2019	12,594.75	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Mid West-Trenching/Mid West-Trenching/Mid West-Trenching/Mid West-Trenching/Mid West-Trenching
026394	CK	7/11/2019	6,752.96	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory



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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
026395	CK	7/11/2019	6,808.80	489 WRIGHT TREE SERVICE	Wright Tree-Trimming/Wright Tree-Trimming
026396	CK	7/11/2019	278,552.94	131 CITY OF STOUGHTON	City Stoton-July Life Ins/City Stoton-June Rent/City Stoton-Drug Tests/City Stoton-Mechanical Work/City Stoton-Mechanical Work/City Stoton-May Legal Shield/City Stoton-July Life Ins/City Stoton-June Rent/City Stoton-July Life Ins/City Stoton-June Rent+
026397	CK	7/17/2019	1,735.00	697 N & N CONCRETE	N & N Concrete-Gutter Curb/N & N Concrete-Gutter Curb
026398	CK	7/17/2019	7,779.00	727 GLS UTILITY LLC	GLS Utility-June Locates/GLS Utility-June Locates/GLS Utility-June Locates
026399	CK	7/17/2019	10,370.00	798 1901 INC.	1901 INC.- Boiler Replacement
026400	CK	7/17/2019	608.26	134 CRESCENT ELEC. SUPPLY CO.	Crescent-Lighting/Crescent-Lighting/Crescent-Lighting/Crescent-Lighting
026401	CK	7/17/2019	381.82	400 RESCO	Resco-Inventory/Resco-Supplies
026402	CK	7/17/2019	117.50	474 WOODWARD COMMUNITY MEDIA	Woodward-Ads
026403	CK	7/17/2019	54.00	584 VINING SPARKS IBG, L.P.	Vining Sparks-Safekeeping
026404	CK	7/17/2019	732.84	846 CUMMINS SALES AND SERVICE	Cummins-Nordic Ridge
026405	CK	7/17/2019	195.11	138 NEW ERA GRAPHICS, INC.	New Era-AP Checks/New Era-AP Checks/New Era-AP Checks
026406	CK	7/17/2019	2,039.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching
026407	CK	7/24/2019	19,525.56	448 STRAND ASSOCIATES INC.	Strand-General Eng/Strand-19 Utility Const/Strand-18 Utility Const/Strand-18 Utility Const/Strand-19 Utility Const/Strand-General Eng
026408	CK	7/24/2019	1,787.33	451 INSIGHT FS	Insight-Fuel/Insight-Fuel/Insight-Fuel
026409	CK	7/24/2019	28,329.05	489 WRIGHT TREE SERVICE	Wright-Tree Trimming/Wright-Tree Trimming/Wright-Tree Trimming/Wright-Tree Trimming/Wright-Tree Trimming/Wright-Tree Trimming
026410	CK	7/24/2019	1,042.20	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
026411	CK	7/24/2019	3,115.42	400 RESCO	Resco-Supplies/Resco-Inventory/Resco-Inventory/R esco-Inventory
026412	CK	7/24/2019	387.33	064 RYAN DICKINSON	R Dickinson-Customer Ref
026413	CK	7/24/2019	48,012.01	131 CITY OF STOUGHTON	City Stoton-Stormwater
026414	CK	7/24/2019	372.10	264 ODYSSEY DESIGN	Odyssey-Shirts/Odyssey-Shirts/Odyssey-Shirts
026415	CK	7/24/2019	13.73	324 ELECTRICAL TESTING LAB., LLC.	Elec Testing-Glove Tests
026416	CK	7/24/2019	24.03	633 ROBERT KNUDTSON	R Knudtson-Customer Ref
026417	CK	7/24/2019	6,075.00	131 CITY OF STOUGHTON	City Stoton-Vining Sparks
026418	CK	7/24/2019	130.95	143 DIGGERS HOTLINE, INC.	Diggers Hotline-Locates
026419	CK	7/24/2019	324.78	166 INKWORKS, INC.	Inkworks-Office Supply/Inkworks-Office Supply/Inkworks-Office Supply/Inkworks-Office Supply
026420	CK	7/24/2019	922.80	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory
026421	CK	7/24/2019	1,603.60	455 ROYAL OAK & ASSOCIATES, INC.	Royal Oak-Roundabout
026422	CK	7/24/2019	410.24	254 MICHAEL THOMAS	M Thomas-Construction Refund
026423	CK	7/24/2019	1,723.40	369 CITY OF EVANSVILLE	City Evansville-Mutual Aid
026424	CK	7/24/2019	1,598.21	444 SDS BUILDERS, LLC	SDS Blds-Construction Refund
026425	CK	7/24/2019	503.41	572 ANDREW OR MEGAN WALKER	A Walker-Construction Refund
026426	CK	7/24/2019	2,130.63	629 STEPHEN JORDAN OR AMANDA GEVENS	S Jordan-Construction Refund
026427	CK	7/24/2019	34.16	771 JAMES BARBER	J Barber-Construction Refund
026428	CK	7/24/2019	18,661.18	131 CITY OF STOUGHTON	City Stoton-July Retirement/City Stoton-July Retirement/City Stoton-July Retirement
026429	CK	7/24/2019	456.77	133 WISCONSIN SCTF	WI SCTF-July B Support
101842	CK	7/1/2019	3,455.00	463 GREAT-WEST	Great West-June B Def Comp

Date: Tuesday, August 06, 2019  
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**Stoughton Utilities**  
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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
101843	CK	7/1/2019	5,282.45	603 SEERA-WIPFLI LLP	SEERA-CTC Funds
101844	CK	7/1/2019	450.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-June B Def Comp
101845	CK	7/1/2019	3,725.15	852 INFOSEND, INC	Infosend-Billing & Mailing/Infosend-Bill Print Changes/Infosend-Bill Print Changes/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Bill Print Changes/Infosend-Billing & Mailing/Infosend-Billing & Mailing
101846	CK	7/12/2019	14,678.10	157 FORSTER ELEC. ENG.,INC.	Forster-Scada assist/Forster-Tech Assist/Forster-El Sys Study/Forster-Rd Reloc/Forster-Tech Assist/Forster-Tech Assist
101847	CK	7/12/2019	3,455.00	463 GREAT-WEST	Great West-July A Def Comp
101848	CK	7/12/2019	1,765.00	519 B & H LAWN CARE	B & H - Tower 2 Mowing/B & H - WW Mowing/B & H - N Sub Mowing/B & H - West Sub Mowing/B & H - East Sub Mowing/B & H - Admin Mowing/B & H - South Sub Mowing/B & H - Well 5 Mowing/B & H - Well 4 Mowing/B & H - Well 6 Mowing/B & H - Admin Mowing/More...
101849	CK	7/12/2019	450.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bank-July A Def Comp
101850	CK	7/25/2019	2,343.57	259 ITRON, INC.	Itron-Maint/Itron-Maint/Itron-Maint
101851	CK	7/25/2019	44.00	310 HANSON PEST MANAGEMENT	Hanson-Pest Maint/Hanson-Pest Maint/Hanson-Pest Maint
101852	CK	7/25/2019	3,455.00	463 GREAT-WEST	Great West-July B Def Comp
101853	CK	7/25/2019	5,477.84	603 SEERA-WIPFLI LLP	Seera-CTC Funds
101854	CK	7/25/2019	450.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-July B Def Comp
101855	CK	7/25/2019	3,502.14	852 INFOSEND, INC	Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing
<b>Company Total</b>			<b>1,686,809.81</b>		

Date: Wednesday, July 03, 2019

Time: 12:59PM

User: SGUNSOLUS

# Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000100'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
<b>Import ID: 009010</b>		<b>Import # : 0000000100</b>							
7430	593	000000	422	AMZN MKTP US AMZN.COM/BIL	-65.74	ELEC DEPT TOOLS	06/20/2019	5200	-
7430	593	000000	422	AMZN MKTP US	-134.16	ELEC DEPT TOOLS	06/21/2019	5200	-
7430	593	000000	422	AMZN MKTP US AMZN.COM/BIL	-17.07	ELEC DEP TOOLS	06/24/2019	5200	-
7450	673	000000	555	WOLF PAVING CO., INC.	-7.68	SALES TAX REFUND	06/04/2019	8700	-
7450	675	000000	555	WOLF PAVING CO., INC.	-7.69	SALES TAX REFUND	06/04/2019	8700	-
7450	673	000000	555	WOLF PAVING CO., INC.	-15.79	SALES TAX REFUND	06/04/2019	8700	-
7450	675	000000	555	WOLF PAVING CO., INC.	-15.80	SALES TAX REFUND	06/04/2019	8700	-
7450	673	000000	555	WOLF PAVING CO., INC.	-18.04	SALES TAX REFUND	06/04/2019	8700	-
7450	675	000000	555	WOLF PAVING CO., INC.	-18.04	SALES TAX REFUND	06/04/2019	8700	-
7450	652	000000	571	USA BLUE BOOK	-705.61	PARTS FOR CHEMICAL PUMPS	06/19/2019	7400	-
7460	107.14	000000	974	NORTHERN LAKE SERVICE- IN	411.50	PARADISE POND TESTING	06/12/2019	8300	190303XX - 1
7460	107.14	000000	937	SPEE-DEE DELIVERY SERVICE	32.57	PARADISE POND TESTING	06/17/2019	8300	190303XX - 1
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	25.00	EDGER RENTAL	06/18/2019	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE- IN	416.00	SAMPLES	06/26/2019	8300	-
7460	833	000000	390	BADGER WATER	60.00	LAB WATER	06/28/2019	8300	-
7430	921	000000	836	MSFT E04008B1GY	31.90	SOFTWARE LICENSING - HOSTED MICROSOFT LYNC - MONTHLY	06/03/2019	5250	-
7450	921	000000	836	MSFT E04008B1GY	11.60	SOFTWARE LICENSING - HOSTED MICROSOFT LYNC - MONTHLY	06/03/2019	5250	-
7460	851	000000	836	MSFT E04008B1GY	14.50	SOFTWARE LICENSING - HOSTED MICROSOFT LYNC - MONTHLY	06/03/2019	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	47.57	Credit card processing - Desktop and Recurring	06/04/2019	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	17.12	Credit card processing - Desktop and Recurring	06/04/2019	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	22.83	Credit card processing - Desktop and Recurring	06/04/2019	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	7.63	Credit card processing - Desktop and Recurring	06/04/2019	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	66.97	Credit card processing - Online MyAccount	06/04/2019	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	24.11	Credit card processing - Online MyAccount	06/04/2019	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	32.14	Credit card processing - Online MyAccount	06/04/2019	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	10.73	Credit card processing - Online MyAccount	06/04/2019	5250	-
7430	921	000000	994	FS TECHSMITH	27.44	SOFTWARE LICENSING UPGRADE - QTY 2 USERS	06/12/2019	5250	-
7450	921	000000	994	FS TECHSMITH	9.98	SOFTWARE LICENSING UPGRADE - QTY 2 USERS	06/12/2019	5250	-
7460	851	000000	994	FS TECHSMITH	12.48	SOFTWARE LICENSING UPGRADE - QTY 2 USERS	06/12/2019	5250	-
7430	903	000000	824	USPS PO BOXES ONLINE	117.00	PO Box renewal - Annual	06/17/2019	5250	-
7450	903	000000	824	USPS PO BOXES ONLINE	42.12	PO Box renewal - Annual	06/17/2019	5250	-
7460	840	000000	824	USPS PO BOXES ONLINE	56.16	PO Box renewal - Annual	06/17/2019	5250	-
7430	233	001099	824	USPS PO BOXES ONLINE	18.72	PO Box renewal - Annual	06/17/2019	5250	-
7430	593	000000	327	BORDER STATES ELECTRIC	506.69	TOOLS FOR ELEC DEPT	06/04/2019	5200	-
7430	594	000000	327	BORDER STATES ELECTRIC	506.70	TOOLS FOR ELEC DEPT	06/04/2019	5200	-
7430	593	000000	422	AMZN MKTP US M66001NG2	147.99	TOOLS FOR ELEC DEPT	06/06/2019	5200	-
7430	370	003300	327	BORDER STATES ELECTRIC	896.00	ELEC METERS	06/07/2019	5200	-
7430	370	003300	327	BORDER STATES ELECTRIC	1,572.00	METERS	06/10/2019	5200	-
7430	594	000000	422	AMZN MKTP US M63JT8TR2	21.60	BAND SAW BLADES	06/10/2019	5200	-
7430	593	000000	422	AMZN MKTP US M61IS6JX0	151.59	TOOLS FOR ELEC DEPT	06/11/2019	5200	-
7430	594	000000	422	AMAZON.COM M66E53VJ2	29.95	TOOL BAG	06/13/2019	5200	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	2.29	PLUG FOR PROPANE TORCH	06/17/2019	5200	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	593	000000	422	AMZN MKTP US M62EU4M10 AM	229.23	TOOLS FOR ELEC DEPT	06/17/2019	5200	-
7430	593	000000	422	AMAZON PRIME	119.00	ELEC DEPT TOOLS	06/18/2019	5200	-
7430	593	000000	422	AMZN MKTP US M68DT0UO2 AM	69.98	ELEC DEPT TOOLS	06/24/2019	5200	-
7430	594	000000	355	STUART C IRBY	245.84	COMPACT BANDSAW	06/26/2019	5200	-
7450	675	000000	436	STOUGHTON LUMBER CO	21.00	STRAW FOR YARD RESTORATION	06/10/2019	8700	-
7450	631	000000	507	WAL-MART #1176	244.95	DEHUMIDIFIER PARTS AND BROOM	06/13/2019	8700	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	5.19	CURB STOP REPAIR	06/18/2019	8700	-
7450	675	000000	555	WOLF PAVING CO., INC.	485.09	BLACKTOP	06/21/2019	8700	-
7450	642	000000	675	WI STATE HYGIENE LAB	26.00	FLOURIDE ANALYSIS	06/06/2019	7400	-
7450	641	000000	309	HAWKINS INC	1,533.12	CHEMICALS	06/13/2019	7400	-
7450	652	000000	571	USA BLUE BOOK	705.61	PARTS FOR CHEMICAL PUMPS	06/18/2019	7400	-
7450	652	000000	571	USA BLUE BOOK	705.61	PARTS FOR CHEMICAL PUMPS	06/18/2019	7400	-
7450	642	000000	974	NORTHERN LAKE SERVICE- IN	500.00	LEAD AND COPPER ANALYSIS	06/21/2019	7400	-
7450	932	000000	261	DINGES FIRE COMPANY MOTO	303.88	GAS MONITOR	06/25/2019	7400	-
7450	652	000000	571	USA BLUE BOOK	1,349.35	WELL 7 CHLORINE PUMP	06/25/2019	7400	-
7450	143	000000	261	DINGES FIRE COMPANY MOTO	95.00	DID NOT PURCHASE	06/26/2019	7400	-
7450	143	000000	261	DINGES FIRE COMPANY MOTO	95.00	DID NOT PURCHASE	06/26/2019	7400	-
7450	107.14	000000	354	HYDRO DESIGNS	693.57	CROSS CONNECTIONS	06/28/2019	7400	190901XX - 1
7450	652	000000	571	USA BLUE BOOK	175.87	CHEMICAL PUMP COMPONENT	06/28/2019	7400	-
7460	833	000000	207	LW ALLEN	106.04	METER CALIBRATION	06/12/2019	8200	-
7460	833	000000	207	LW ALLEN	196.04	METER CALIBRATION	06/12/2019	8200	-
7460	834	000000	236	GRAINGER	90.49	T-STAT FOR SCC-E BLDG	06/19/2019	8200	-
7460	834	000000	087	H&H INDUSTRIES	1,020.96	RTU #901 REPAIR	06/21/2019	8200	-
7460	831	000000	994	PRYOR TOOLS INC	292.00	POLE EXTENSIONS	06/21/2019	8200	-
7460	831	000000	994	MACQUEEN EQUIPMENT GROUP	145.05	VAC FILTERS	06/21/2019	8200	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	25.98	HOT WATER HEATER RELIEF VALVE	06/21/2019	8200	-
7460	851	000000	507	WAL-MART #1176	22.08	MISC SUPPLIES	06/25/2019	8200	-
7460	833	000000	994	MAGID GLOVE SAFETY	70.80	SAFETY GLOVES	06/25/2019	8200	-
7460	831	000000	994	MAGID GLOVE SAFETY	70.80	SAFETY GLOVES	06/25/2019	8200	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	14.97	AC FILTERS	06/27/2019	8200	-
7430	903	000000	954	VOICESHOT LLC	100.00	Funds refill - Automated outbound calling	06/26/2019	3670	-
7450	903	000000	954	VOICESHOT LLC	36.00	Funds refill - Automated outbound calling	06/26/2019	3670	-
7460	840	000000	954	VOICESHOT LLC	48.00	Funds refill - Automated outbound calling	06/26/2019	3670	-
7430	233	001099	954	VOICESHOT LLC	16.00	Funds refill - Automated outbound calling	06/26/2019	3670	-
7450	642	000000	824	UPS 1Z17Y6230393660242	10.22	SHIPPING OF WATER SAMPLES TO LAB	06/07/2019	3680	-
7450	642	000000	824	UPS 1ZG194WT0326505598	10.22	SHIPPING OF WATER SAMPLES TO LAB	06/13/2019	3680	-
7430	921	000000	994	KWIK TRIP 73900007393	6.95	Conference Room Supplies	06/17/2019	3680	-
7450	921	000000	994	KWIK TRIP 73900007393	2.52	Conference Room Supplies	06/17/2019	3680	-
7460	851	000000	994	KWIK TRIP 73900007393	3.17	Conference Room Supplies	06/17/2019	3680	-
7430	920	000000	507	WAL-MART #1176	3.26	Meeting expense - Utilities Committee	06/18/2019	3680	-
7450	920	000000	507	WAL-MART #1176	1.18	Meeting expense - Utilities Committee	06/18/2019	3680	-
7460	850	000000	507	WAL-MART #1176	1.50	Meeting expense - Utilities Committee	06/18/2019	3680	-
7430	921	000000	352	STAPLS7220551391000001	19.06	GENERAL KITCHEN AND JANITORIAL SUPPLIES	06/20/2019	3680	-
7450	921	000000	352	STAPLS7220551391000001	6.93	GENERAL KITCHEN AND JANITORIAL SUPPLIES	06/20/2019	3680	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7460	851	000000	352	STAPLS7220551391000001	8.68	GENERAL KITCHEN AND JANITORIAL SUPPLIES	06/20/2019	3680	-
7430	921	000000	352	STAPLS7220596553000001	35.27	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7450	921	000000	352	STAPLS7220596553000001	12.69	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7460	851	000000	352	STAPLS7220596553000001	16.92	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7430	233	001099	352	STAPLS7220596553000001	5.66	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7450	642	000000	824	UPS 1Z17Y6230390710256	10.22	SHIPPING OF WATER SAMPLES TO LAB	06/20/2019	3680	-
7430	921	000000	352	STAPLS7220551313000001	121.52	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7450	921	000000	352	STAPLS7220551313000001	43.74	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7460	851	000000	352	STAPLS7220551313000001	58.34	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7430	233	001099	352	STAPLS7220551313000001	19.44	GENERAL OFFICE SUPPLIES	06/20/2019	3680	-
7430	933	000000	994	TRACTOR SUPPLY #2236	16.30	PROPANE FOR FORKLIFTS	06/21/2019	5275	-
7430	934	000000	194	ADVANCE AUTO PARTS 6292	1.49	TRUCK 2 PARTS	06/05/2019	6980	-
7460	831	000000	108	ASLESON'S TRUE VALUE HDW	8.37	VAC SUPPLIES	06/05/2019	8740	-
7460	831	000000	108	ASLESON'S TRUE VALUE HDW	4.79	VAC SUPPLIES	06/14/2019	8740	-
7460	831	000000	626	663 STOUGHTON BUMPER TO B	34.78	VAC SUPPLIES	06/14/2019	8740	-
7430	934	000000	994	TRACTOR SUPPLY #2236	59.99	TRAILER JACK	06/20/2019	6940	-
7430	593	000000	436	STOUGHTON LUMBER CO	69.97	STOUGHTON LUMBER CO	06/27/2019	6970	-
7430	926	000000	809	CINTAS 60A SAP	138.60	UNIFORM CLEANING	06/03/2019	4000	-
7430	934	000000	269	UTILITY SALES & SERV	367.52	TRUCK 2 MAINT	06/05/2019	4000	-
7430	934	000000	269	UTILITY SALES & SERV	300.01	TRUCK 2 MAINT	06/07/2019	4000	-
7430	926	000000	809	CINTAS 60A SAP	116.19	UNIFORM CLEANING	06/10/2019	4000	-
7450	926	000000	809	CINTAS 60A SAP	20.08	UNIFORM CLEANING	06/10/2019	4000	-
7460	854	000000	809	CINTAS 60A SAP	15.61	UNIFORM CLEANING	06/10/2019	4000	-
7430	926	000000	809	CINTAS 60A SAP	136.82	UNIFORM CLEANING	06/17/2019	4000	-
7450	926	000000	809	CINTAS 60A SAP	20.08	UNIFORM CLEANING	06/17/2019	4000	-
7460	854	000000	809	CINTAS 60A SAP	15.61	UNIFORM CLEANING	06/17/2019	4000	-
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	280.50	JANITORIAL	06/18/2019	4000	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	102.00	JANITORIAL	06/18/2019	4000	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	127.50	JANITORIAL	06/18/2019	4000	-
7430	926	000000	809	CINTAS 60A SAP	116.19	UNIFORM CLEANING	06/24/2019	4000	-
7450	926	000000	809	CINTAS 60A SAP	20.08	UNIFORM CLEANING	06/24/2019	4000	-
7460	854	000000	809	CINTAS 60A SAP	15.61	UNIFORM CLEANING	06/24/2019	4000	-
7430	932	000000	331	MONONA PLUMBING	220.55	FIRE SPRINKLER MAINT	06/03/2019	4100	-
7450	932	000000	331	MONONA PLUMBING	80.20	FIRE SPRINKLER MAINT	06/03/2019	4100	-
7460	834	000000	331	MONONA PLUMBING	100.25	FIRE SPRINKLER MAINT	06/03/2019	4100	-
7430	594	000000	422	AMAZON.COM M63U61LM2 AMZN	108.18	TOWELS	06/04/2019	4100	-
7430	232	001099	355	STUART C IRBY	207.20	ELECTRIC INVENTORY	06/07/2019	4100	-
7450	232	001099	550	FIRST SUPPLY WFPG MAD	154.50	WATER INVENTORY	06/07/2019	4100	-
7430	934	000000	994	CAPITAL EQUIPMENT	69.00	FORKLIFT MAINT	06/12/2019	4100	-
7430	593	000000	422	AMZN MKTP US M69DA0V12 AM	22.89	SAFETY GEAR	06/13/2019	4100	-
7430	594	000000	422	AMZN MKTP US M69DA0V12 AM	22.90	SAFETY GEAR	06/13/2019	4100	-
7430	593	000000	422	AMZN MKTP US M69FV2QK1 AM	27.55	SAFETY GEAR	06/14/2019	4100	-
7430	594	000000	422	AMZN MKTP US M69FV2QK1 AM	27.55	SAFETY GEAR	06/14/2019	4100	-
7430	932	000000	422	AMAZON.COM M64R468A1 AMZN	24.56	TOWELS	06/14/2019	4100	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	934	000000	994	WINDSHIELD CENTERS LLC	216.24	TRUCK 21 WINDSHIELD	06/17/2019	4100	-
7450	107.14	000000	550	FIRST SUPPLY WFPG MAD	955.00	VAC BREAKER	06/18/2019	4100	190902XX - 1
7430	932	000000	422	AMZN MKTP US M69IL76K2	21.50	PART FOR FLASHLIGHT	06/19/2019	4100	-
7430	593	000000	422	AMZN MKTP US M68SY58W0 AM	14.50	SAFETY GEAR	06/19/2019	4100	-
7430	594	000000	422	AMZN MKTP US M68SY58W0 AM	14.50	SAFETY GEAR	06/19/2019	4100	-
7430	932	000000	134	CRESCENT ELECTRIC 087	55.02	MISC PARTS	06/20/2019	4100	-
7430	593	000000	355	STUART C IRBY	213.00	WEDGE CLAMPS	06/20/2019	4100	-
7430	232	001099	355	STUART C IRBY	425.60	ELECTRIC INVENTORY	06/20/2019	4100	-
7430	594	000000	115	HOMEDEPOT.COM	361.82	LABEL MACHINE SUPPLIES	06/21/2019	4100	-
7430	593	000000	327	BORDER STATES ELECTRIC	158.68	HOT STICK WIPES	06/24/2019	4100	-
7430	232	001099	134	CRESCENT ELECTRIC 087	388.00	ELECTRIC INVENTORY	06/27/2019	4100	-
7430	932	000000	824	UPS 1ZD4W91T0325211241	14.70	SHIPPING FOR LIGHTS	06/28/2019	4100	-
<b>Total:</b>					<b>20,493.23</b>				

# Stoughton Utilities

## Financial Summary

June 2019 YTD

### Highlights/Concerns

*The following items are meant to illustrate significant changes in the financial summary from the prior-YTD period.*

#### **Overall Summary:**

YTD 2019 net income is 2.2% higher (\$16,600) this year so far. Net income for electric is down, but water and wastewater net income is up.

#### **Electric Summary:**

Operating revenues continued to be about 4.0% lower than YTD 2018, but 85% of lost revenue was offset by lower purchase power costs. YTD kWh sold has decreased by 1.4 million, or 2.1%, from the prior year. May and June 2019 kWh sold was down 2.2 million kWh from the prior year. Management will continue to monitor this throughout the year to see if total kWh usage increases or decreases as we continue into the summer months.

Non-power operating expenses were up \$18,400. This is an increase of approximately 1.1% from the prior year. Non-operating income net of non-operating expense is down \$15,00 from the prior year, mostly because of the timing of the utility dividend.

The rate of return is currently 1.36% compared to 2.29% at this point in time in 2018. Unrestricted cash balances are \$5.0 million (4.4 months of sales).

#### **Water Summary:**

Operating revenues were up \$120,400 or 11.6%, from prior YTD due to the October 2018 rate increase. Total gallons sold YTD has decreased by 3.6 million gallons or 1.6%. This indicates that the October 2018 rate increase is making up for the decrease in gallons sold.

Operating expenses were up 2.9% YTD or \$27,000. About a quarter of the added cost is from a phone/firewall upgrade and about half is from the insurance amortization issue. Water net income is up \$92,500, or about 88%.

The rate of return is currently 1.9% compared to 1.00% at this point in time in 2018. Unrestricted cash balances are \$0.27 million (1.4 months of sales). The relatively low cash balances in the water fund will be monitored closely for significant changes. A water debt issue to cover 2019 and 2020 capital projects is also pending.



**Wastewater Summary:**

Operating revenue YTD was \$1,046,300 and is up 1.8% from YTD 2018. The additional revenue was from surcharge revenue, which is up 93% from the prior year. Operating expenses were \$918,400, up \$40,796 from the prior year. \$19,000 of this expense is from the insurance amortization issue and the rest is depreciation and miscellaneous expenses.

Unrestricted cash balances are \$1.4 million (8.4 months of sales).

Submitted by:  
Ryan Wiesen

**STOUGHTON UTILITIES**

Balance Sheets  
As of June 30, 2019

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
<b>Assets</b>				
Cash & Investments	\$ 6,068,536	\$ 884,749	\$ 2,718,420	\$ 9,671,705
Customer A/R	1,575,036	245,839	200,223	2,021,098
Other A/R	130,886	342	4	131,232
Other Assets	1,146,866	317,415	218,810	1,683,091
Plant in Service	29,901,609	15,694,982	30,425,138	76,021,729
Accumulated Depreciation	(14,099,900)	(5,395,748)	(11,906,226)	(31,401,875)
Plant in Service - CIAC	3,704,164	7,962,587	-	11,666,751
Accumulated Depreciation-CIAC	(1,842,529)	(2,226,591)	-	(4,069,121)
Construction Work in Progress	437,781	180,264	275,659	893,704
GASB 68 Deferred Outflow	584,707	199,447	221,465	1,005,619
<b>Total Assets</b>	<u>\$ 27,607,156</u>	<u>\$ 17,863,285</u>	<u>\$ 22,153,493</u>	<u>\$ 67,623,934</u>
<b>Liabilities + Net Assets</b>				
Accounts Payable	\$ 291,299	\$ 65,071	\$ 45,125	\$ 401,495
Payable to City of Stoughton	278,515	219,000	-	497,515
Interest Accrued	24,120	7,073	16,345	47,538
Other Liabilities	467,721	76,251	91,339	635,310
Long-Term Debt	4,501,552	2,332,140	4,097,942	10,931,634
Net Assets	21,410,122	14,948,358	17,672,853	54,031,333
GASB 68 Deferred Inflow	633,826	215,392	229,890	1,079,108
<b>Total Liabilities + Net Assets</b>	<u>\$ 27,607,156</u>	<u>\$ 17,863,285</u>	<u>\$ 22,153,493</u>	<u>\$ 67,623,934</u>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

June 30, 2019

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 6,799,111	\$ 1,124,220	\$ 972,354	\$ 8,895,684
Other	116,765	34,840	73,935	225,540
<i>Total Operating Revenue:</i>	<b>\$ 6,915,876</b>	<b>\$ 1,159,059</b>	<b>\$ 1,046,289</b>	<b>\$ 9,121,224</b>
<i>Operating Expense:</i>				
Purchased Power	5,027,004	-	-	5,027,004
Expenses (Including Taxes)	849,525	490,265	488,428	1,828,218
PILOT	229,998	219,000	-	448,998
Depreciation	594,900	254,382	430,002	1,279,284
<i>Total Operating Expense:</i>	<b>\$ 6,701,427</b>	<b>\$ 963,647</b>	<b>\$ 918,430</b>	<b>\$ 8,583,504</b>
<i>Operating Income</i>	<b>\$ 214,449</b>	<b>\$ 195,413</b>	<b>\$ 127,859</b>	<b>\$ 537,720</b>
Non-Operating Income	262,024	25,426	111,383	398,832
Non-Operating Expense	(84,132)	(22,998)	(55,500)	(162,630)
<i>Net Income</i>	<b>\$ 392,340</b>	<b>\$ 197,840</b>	<b>\$ 183,741</b>	<b>\$ 773,921</b>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

June 30, 2018

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 7,105,453	\$ 1,004,175	\$ 991,904	\$ 9,101,532
Other	97,148	\$ 34,500	\$ 35,709	167,356
<i>Total Operating Revenue:</i>	<b>\$ 7,202,601</b>	<b>\$ 1,038,674</b>	<b>\$ 1,027,613</b>	<b>\$ 9,268,888</b>
<i>Operating Expense:</i>				
Purchased Power	5,269,410	-	-	5,269,410
Expenses (Including Taxes)	875,036	471,074	454,136	1,800,247
PILOT	223,998	219,000	-	442,998
Depreciation	556,548	246,600	423,498	1,226,646
<i>Total Operating Expense:</i>	<b>\$ 6,924,992</b>	<b>\$ 936,674</b>	<b>\$ 877,634</b>	<b>\$ 8,739,300</b>
<i>Operating Income</i>	<b>\$ 277,609</b>	<b>\$ 102,000</b>	<b>\$ 149,979</b>	<b>\$ 529,588</b>
Non-Operating Income	298,750	28,911	49,420	377,081
Non-Operating Expense	(62,441)	(25,548)	(61,350)	(149,339)
<i>Net Income</i>	<b>\$ 513,918</b>	<b>\$ 105,363</b>	<b>\$ 138,049</b>	<b>\$ 757,330</b>

**STOUGHTON UTILITIES**

Rate of Return

Year-to-Date June 30, 2019

	<b>Electric</b>	<b>Water</b>
Operating Income (Regulatory)	\$ 214,449	\$ 195,413
Average Utility Plant in Service	29,430,124	15,668,008
Average Accumulated Depreciation	(13,740,172)	(5,291,991)
Average Materials and Supplies	234,103	39,814
Average Regulatory Liability	(99,724)	(154,030)
Average Customer Advances	(68,063)	-
Average Net Rate Base	\$ 15,756,268	\$ 10,261,801
June 2019 Rate of Return	<b>1.36%</b>	<b>1.90%</b>
June 2018 Rate of Return	<b>2.29%</b>	<b>1.00%</b>
December 2018 Rate of Return	<b>4.99%</b>	<b>3.91%</b>
Authorized Rate of Return	<b>5.00%</b>	<b>5.00%</b>

**STOUGHTON UTILITIES**  
Cash and Investments Summary  
As of June 30, 2019

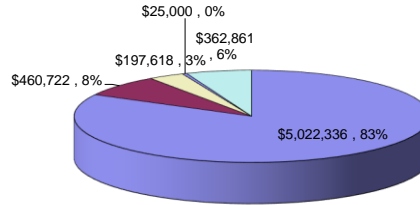
**Electric**

**June 2019**

Unrestricted (4.4 months sales)	\$	5,022,336
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	197,618
Depreciation	\$	25,000
Designated	\$	362,861
<b>Total</b>	<b>\$</b>	<b><u>6,068,537</u></b>

**Electric Cash - June 2019**

■ Unrestricted (4.4 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



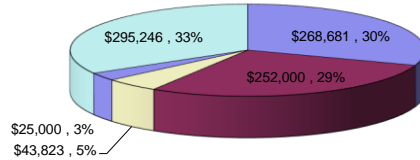
**Water**

**June 2019**

Unrestricted (1.43 months sales)	\$	268,681
Bond Reserve	\$	252,000
Redemption Fund (P&I)	\$	43,823
Depreciation	\$	25,000
Designated	\$	295,246
<b>Total</b>	<b>\$</b>	<b><u>884,750</u></b>

**Water Cash - June 2019**

■ Unrestricted (1.43 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



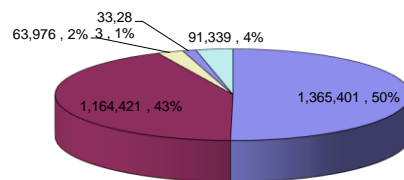
**Wastewater**

**June 2019**

Unrestricted (8.4 months sales)		1,365,401
DNR Replacement		1,164,421
Redemption Fund (P&I)		63,976
Depreciation		33,283
Designated		91,339
<b>Total</b>		<b><u>2,718,420</u></b>

**Wastewater Cash - June 2019**

■ Unrestricted (8.4 months sales) ■ DNR Replacement ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



**STOUGHTON UTILITIES**  
**2019 Statistical Worksheet**

<b>Electric</b>	<b>Total Sales 2018 kWh</b>	<b>Total kWh Purchased 2018</b>	<b>Total Sales 2019 kWh</b>	<b>Total kWh Purchased 2019</b>	<b>Demand Peak 2018</b>	<b>Demand Peak 2019</b>
January	12,609,523	13,204,183	12,752,096	13,363,141	24,195	26,165
February	11,167,697	11,394,593	11,560,908	11,896,849	22,984	23,038
March	11,302,081	11,305,664	11,641,186	11,972,418	20,886	23,235
April	10,338,769	10,759,236	10,254,850	10,595,041	19,558	19,359
May	11,809,136	12,169,996	10,504,194	10,786,337	31,336	20,621
June	12,676,500	13,057,295	11,748,958	12,089,761	32,502	29,286
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>69,903,706</b>	<b>71,890,967</b>	<b>68,462,192</b>	<b>70,703,547</b>		

<b>Water</b>	<b>Total Sales 2018 Gallons</b>	<b>Total Gallons Pumped 2018</b>	<b>Total Sales 2019 Gallons</b>	<b>Total Gallons Pumped 2019</b>	<b>Max Daily High 2018</b>	<b>Max Daily Highs 2019</b>
January	35,560,000	44,660,000	36,143,000	39,813,000	1,668,000	1,466,000
February	33,594,000	41,438,000	33,948,000	36,797,000	1,711,000	1,443,000
March	36,877,000	40,980,000	36,020,000	38,991,000	1,449,000	1,419,000
April	35,745,000	40,572,000	34,264,000	37,730,000	1,583,000	1,465,000
May	39,058,000	43,612,000	37,645,000	40,546,000	2,087,000	1,557,000
June	39,092,000	44,311,000	38,319,000	43,316,000	1,871,000	2,109,000
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>219,926,000</b>	<b>255,573,000</b>	<b>216,339,000</b>	<b>237,193,000</b>		

<b>Wastewater</b>	<b>Total Sales 2018 Gallons</b>	<b>Total Treated Gallons 2018</b>	<b>Total Sales 2019 Gallons</b>	<b>Total Treated Gallons 2019</b>	<b>Precipitation 2018</b>	<b>Precipitation 2019</b>
January	25,668,000	31,460,000	24,591,000	36,827,000	2.15	3.10
February	23,717,000	30,781,000	23,125,000	33,032,000	3.54	3.19
March	25,915,000	28,544,000	25,549,000	43,136,000	0.75	0.96
April	24,842,000	28,602,000	24,363,000	34,347,000	1.87	3.24
May	27,090,000	34,919,000	25,992,000	42,845,000	8.12	6.37
June	26,393,000	37,405,000	25,874,000	38,913,000	10.50	3.19
July						
August						
September						
October						
November						
December						
<b>TOTAL</b>	<b>153,625,000</b>	<b>191,711,000</b>	<b>149,494,000</b>	<b>229,100,000</b>	<b>26.93</b>	<b>20.05</b>



# Stoughton Utilities Activities Report

## July 2019

### Director's Report

Jill M. Weiss, P.E.  
Stoughton Utilities Director

July has been an exhilarating month at Stoughton Utilities. The summer months are always busy, as our time is filled with operation and maintenance activities, construction and reconstruction projects, budgetary and capital improvements planning, customer collections, summer storms, and more. This July has also brought about an ordinance change request, an exceedance during our annual lead and copper water quality sampling, and a variety of staff training opportunities. As a result, the Stoughton Utilities team has been extremely busy.

**Capital Improvement Planning:** Following last month's efforts to collaboratively align the utility's and city's individual capital improvement plans (CIPs) as they relate to reconstruction projects, the focus shifted to the utility's internal CIP planning. I have been meeting with each utility division to review and analyze not only their division's individual needs, but also determine opportunities to collaborate with other divisions. Assistant Utilities Director Hoops has been instrumental in coordinating the efforts and capturing the results of these meetings.

The utility's internal CIP very specifically analyzes the upcoming five years, and also includes project and maintenance planning for the next 20 years, capturing both the immediate and the long term needs and vision of the Utility. We continue to focus on a five-year CIP that maintains competitive rates and responsibly uses the ratepayer's funds to maintain robust and reliable systems; a requirement to continue to be able to attract new residents and businesses.

CIP planning and expense budgeting remains an ongoing effort as we try to best meet the needs of the utility and community, while still remaining fiscally responsible. We are balancing the benefits of aligning reconstruction projects with work being planned by the Department of Public Works with the potentially significant rate increases that could result from increasing the number of reconstruction sites annually. With the five-year plan as currently proposed, we are projecting that we will need to raise utility rates more frequently than we had originally anticipated.

**Developments and Projects:** As construction of the Jackson Street extension comes to an end, we have had the opportunity to meet with the developer of the Redevelopment Authority (RDA) riverfront property and members of his team. The enthusiasm that the developer brings to the project has been very helpful to understand his vision and the project's needs as it moves forward.

We continue to work with TDS on their plans to expand their service area into and throughout the city. We have been working with our legal consultants on drafting and negotiating a licensing agreement to attach telecommunications equipment to our utility poles, which has now been finalized and will go to committee and council in August. An analysis of the poles on our system remains to be completed, and we project that a number of poles may be impacted by the TDS project and require upgrading.

In addition, we have been reviewing potential locations for the telecommunications utility cabinets that will be installed throughout the city, and determining if there are sites that are mutually beneficial. The utility is working to ensure that the telecommunications buildout is not unnecessarily burdensome to the utility, has no impact on utility rates, and that it results in a positive outcome for our community.

There are a number of utility infrastructure projects ongoing at various locations throughout the city and across our rural service territory. The streets and utility underground reconstruction project has brought forward some challenges that we continue to work through. The originally proposed project schedule has been extended. In July, we collaboratively worked on a pole location conflict and identified soil and

groundwater contamination, developing a remediation plan. During the project a significant clearwater inflow issue to the sanitary sewer collection system was located within the project limits, which will be addressed with a change order to allow for reconstruction without any further road closure impacts.

The Electric System Division has spent much of the month working on reconstructing and relocating overhead and underground facilities to accommodate the construction of several roundabouts to be constructed by the Wisconsin Department of Transportation (DOT) in the upcoming years. A draft of the final electric system study has been received and discussed internally, and we plan to meet with our electrical engineering consultant to review the future needs of the electric division.

We continue to make small advances in fully commissioning our new electric SCADA system, and plan to have it fully operational following final testing of equipment, verification of data points and controls, and finalizing the policies and procedures regarding ongoing operation and maintenance of the system.

We were proud to send two of our linemen to assist in the massive recovery effort in Wisconsin Rapid. A severe storm system left behind catastrophic wind damage, including over 100 downed electric power poles and miles of electric wire on the ground under fallen trees. Over 10,000 Wisconsin Rapids Water & Lighting customers – 70% of their total customers – experienced power outages lasting up to eight days, and over 100 lineworkers and tree crews from municipally owned utilities across Wisconsin responded to assist in the cleanup and restoration. This was believed to be the largest in-state municipal mutual aid response.

The Wastewater System Division continues with their annual maintenance program of the sanitary sewer collection system, including sewer cleaning and televising. Operationally, we continue to review the collection system and assess opportunities to minimize the entry of clearwater into the sanitary sewer mains, as this clearwater results in unnecessary treatment operations at the plant. We also met with our engineering consultant firm's wastewater engineering team to better understand the long-term plans that have been drafted using plant data and analysis.

The Water System Division is working to complete our annual sampling requirements, valve exercising, hydrant flushing, cross-connection inspections, and water meter replacements.

**Water Quality Sampling:** We received the sampling results of our annual lead and copper sampling program, and found that the action level was exceeded for six of the 30 samples collected and submitted. We are viewing this as a significant opportunity to further educate the community on the dangers of lead, and to encourage the replacement of all private lead services.

With the news of the sample results we quickly developed an education and outreach strategy that began with notifications to members of the Utilities Committee and all alderpersons. Following these notifications, we engaged the Stoughton Area School District, Stoughton Hospital, and all area health clinics and daycares to provide the awareness and information needed to be able to assist us in educating the community, particularly those most susceptible to the risks of lead exposure.

We contacted members of the media to discuss the details of the sampling results and the utility's plans and goals for public and private side lead elimination. Outreach efforts will continue for the foreseeable future as we attempt to engage and educate the community.

We have begun to formulate a replacement program proposal, including reviewing low or no interest loan options to homeowners, potential community funding, and an ordinance mandating private lead service line replacement.

**Employee Training:** In the month of July, several members of our team and I have had the opportunity to attend several coaching, management, leadership, and social media training courses presented by CVMIC. These courses provide myself and others with the necessary skills to best support our team of employees and our external customers.

Internally in the Electric System Division, we are continuing to create specific internal training and mentorship opportunities, supported by proficiency assessments, to better provide for the professional growth of our personnel and support of the division.



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## **Technical Operations Division**

Brian R. Hoops  
Assistant Utilities Director

**Customer Payments:** Staff processed 9,264 payments totaling \$1.77 million, including 1,554 checks, 1,833 lockbox payments, 1,264 credit cards, 1,501 *My Account* online payments, 2,206 automated bank withdrawals, 750 direct bank payments, and over \$13,000 in cash.

**Delinquent Collections:** As of July 1, there were 1,418 active accounts carrying delinquent balances totaling \$153,600, and 100 final-billed accounts carrying delinquent balances totaling \$16,600. Of the total amount delinquent, \$38,500 was 30 or more days past due.

- On July 12, we mailed out 10-day notices of pending disconnection to 608 delinquent customers.
- On July 22, we delivered automated phone calls to 374 customers providing a warning of pending electric service disconnection. All customers without a phone number received notices delivered to their home or business.
- On July 23, we delivered automated phone calls to 267 customers providing a final warning of pending electric service disconnection.
- On July 25, we performed eight electric service disconnections due to continued nonpayment. One commercial account remains disconnected.

We ended the month of July with \$35,100 remaining 30 or more days past-due. For comparison, 30+ day delinquencies are 9% higher than this time last year (\$31,900).

**Energy Assistance:** During the month of July, energy assistance (EA) payments totaling \$300 were received from the State of Wisconsin Public Benefits Program and applied to one customer's account to assist with crisis funding.

The Public Benefits Program ended acceptance of customer applications for seasonal assistance for for the 2018-19 heating season beginning May 1. Crisis funding remains available to eligible customers. Applications for the 2019-20 heating season will begin to be accepted on October 1.

**Excessive Heat Warning:** Between July 17 and 20, the National Weather Service issued heat advisories and excessive heat warnings. Prior to this heat, Stoughton Utilities completed a review of all known properties currently without electrical service and determined that all were presumed to be vacant. During periods of excessive heat, SU will reconnect any service without payment when there is any suggestion that a health or safety concern or emergency exists.

**Geographic Information System (GIS):** Following the departure of our GIS analyst in late May, current SU staff has picked up where we left off and have assumed responsibility for the day to day GIS tasks.

During the month of July, maps were provided to the Stoughton Fire Department outline SU's electric service territory, our GIS data was exported and provided to our electrical engineering consultant for their use in electric system design, our water lateral and cross connection records were reviewed and parcel data was updated to create an accurate estimate of all lead service line locations, updates were made to the water and electric system mobile maps to fulfill staff requests, and new maps were created to assist staff in determining the presence of lead service lines. Ongoing system edits continue as construction projects are completed.

**Public Drinking Water Notice and Lead Exceedance Education:** Following the results of our annual lead and copper sampling program, staff began working on additional educational materials regarding the health effects of lead, lead service line detection and replacement, and tips to maintain high water quality. Numerous notifications were drafted to be provided to community leaders and stakeholders, and informational materials have been developed, printed, and distributed.

Staff created a list of community stakeholders and key contacts, including representatives of all schools, hospitals and clinics, nursing homes, and childcare providers, and completed research to obtain phone or email contact information.

Customer service staff fielded numerous inquiries from customers across the city following news media coverage of the exceedance.

**Telecommunications Attachments to Utility Poles:** We received an application for a permit for new telecommunications to utility poles from a local Stoughton entity a few months back. Following receipt and review of the submitted pole analysis, as well as electrical safety codes, the permit was approved as submitted. No make-ready work was required to accommodate the new attachments.

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## **Electric Division and Planning Division**

Sean O Grady  
Operations Superintendent

Bryce A. Sime  
Electric System Supervisor

**Electric Service Installations:** During the month of July we installed six underground services for new construction, two overhead service upgrades, three temporary construction services, and three service repairs.

**Electric System Study and Capital Improvement Plan (CIP):** Staff reviewed the existing CIP and provided recommendations for updates to the Utilities Director for review. The draft system study provided by our electrical engineering consultant was reviewed, and projects contained within the study added to the CIP.

**Electric System Trouble Calls:** Electric division staff responded to 11 trouble calls this month, including five tree contacts, one lightning strike, two incidences of contractors hitting underground electric cables, and two underground cable failures.

**Industrial Park South Water Retention Project:** Two existing pole down guys were removed to allow for reconfiguration and grading of the water retention basin. These particular down guys were originally installed in the mid-80's and were used for pulling in the overhead distribution lines, and currently served no additional purpose.

**Jackson Street Lighting Addition:** Our underground trenching and boring contractor installed two concrete street light foundations, trenched in new conduit, pulled in street light cable, and completed yard restoration in the terrace. The new light poles and fixtures should be installed and energized next month.

**LED Street Light Upgrades:** Several neighborhoods located on the south side of East Main Street have been upgraded with new energy efficient LED street light fixtures.

**Line Clearance Projects:** Crews from our tree trimming contractor trimmed out an overhead three-phase line along West Street, between North Page Street and North Van Buren Street, as well as a single-phase line on Taft Street, east of North Page Street. These overhead lines are mostly inaccessible to Stoughton Utilities' equipment and required professionals experienced in tree climbing and roping skills to remove the limbs interfering with the overhead power lines.

**Mutual Aid Emergency Response:** A massive storm struck a large area of central Wisconsin, including a direct hit on the City of Wisconsin Rapids and the surrounding rural areas. Wisconsin Rapids Waterworks & Lighting Commission had over 10,000 customers without power and requested mutual aid for the emergency response, including tree removal and the reconstruction of over 100 power poles and miles of electric line.

Nearly 50 utilities from across the state responded, including Stoughton. Electric Linemen Tyler Harding and Tony Wieczorek left Stoughton for Wisconsin Rapids at 6:00 a.m. Monday and worked over 75 hours through 3:00 p.m. Friday afternoon to help restore power to the community. We are proud that Stoughton Utilities has such hard-working employees willing to travel to help other communities in need.

**Nordic Ridge Apartments:** New three-phase underground primary cable was pulled in an existing conduit and a three-phase transformer was set onsite. The new cables will be terminated and a temporary electric construction service energized next month.

**Overhead Reconstruction Projects:** Alliant Energy replaced one of their distribution poles behind Kegonsa School on which SU is underbuilt. Once construction of the new pole was complete, we transferred our electric distribution lines to the new pole. This pole will also be the future location of the new riser for circuit SE4 which will be converted to underground when the regional transmission provider removes their existing wooden transmission poles on which SU is underbuilt.

**Overhead to Underground Reconstruction Projects:** New underground cable and equipment was installed along a section of Pleasant View Drive. This portion of aged overhead line is being relocated underground to improve system reliability. New underground cable and equipment was installed for Sunrise Court and Overlook Court, as well as along the park on Hilldale Lane. The termination of the new cable and cutting over services from the old to the new system will be ongoing over the next month.

**Transmission Line Confined Animal Survey:** A survey of site locations with confined animals for agriculture or recreation along an existing transmission line located between Stoughton and Edgerton was completed by utility staff. This transmission line is proposed to be upgraded in 2020, and the regional transmission provider must submit this survey to the Wisconsin Public Service Commission as part of their project approval.

**USH 51 & Hoel Avenue Roundabout Project:** Crews began to terminate primary cables and cutting over services to the new circuit. This work will be ongoing, and we should have substantial completion by the end of next month.

**USH 51 & Roby Road Roundabout Project:** The electric distribution relocation design has been completed and provided to the Wisconsin Department of Transportation for their review and approval. This relocation work is scheduled to begin in spring of 2020.

**USH 51 & WI Hwy 138 Roundabout Project:** The new underground electric infrastructure along the USH 51 curve at this intersection were completed and energized, feeding four commercial buildings. The existing overhead lines that previously ran along this route will be removed for construction of the new roundabout.

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

Cory Neeley

Stoughton Utilities and WPPI Energy Services Representative (ESR)

**Business Efficiency Incentives:** I met with representatives of a business that is looking into the prospects of renovating an existing business facility. In addition to new construction incentives, I also provided information on Property Assessed Clean Energy (PACE) lending and other potential incentive programs.

One of our largest customers contacted us to discuss a roofing efficiency project that they are considering, and we will be meeting to discuss the potential for a custom project incentive. Along with the roofing upgrades, the customer is looking to also include other efficiency improvements as part of the project and incentive.

**Energy Innovation Grant:** We completed a walk-through energy audit of the Stoughton Fire Station and Stoughton Senior Center facilities as part of the Office of Energy Innovation grant.

Related to the grant, I attended a meeting held by the Office of Energy and Climate Change. This group is meeting to discuss various energy and climate actions being taken by municipalities located within Dane County.

**Large Customer Luncheon:** We are tentatively planning on holding our annual Large Customer Meeting on at October 8<sup>th</sup>. This educational and informational event will be a luncheon where energy efficiency projects, incentives, lending opportunities and utility partnerships will be discussed with Stoughton Utilities' largest electric consumers.

**Stoughton Area School District:** I met with representatives from the school district to discuss their current and prospective efficiency improvement projects, as well as to introduce them to their new Focus on Energy representative.

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## **Wastewater Division**

Brian G. Erickson  
Stoughton Utilities Wastewater System Supervisor

The wastewater treatment facility processed an average daily flow of 1.214 million gallons with a monthly total of 37.632 million gallons. The total precipitation for the month was 4.35 inches.

**Collection System Maintenance:** Staff has been working throughout the month to pump out, clean, and televise the three river crossings.

**Employee Training:** Our summer helper Austin Sieling completed his apprenticeship through the state of Wisconsin by spending the past three summers working with our wastewater operators. Austin is looking at beginning an apprenticeship in the electrical industry as he chooses a career path. We wish him the best with his future.

**Lift Station - Barberry:** This pumping station experienced several issues during the month that staff were able to address. Staff has ordered new panel circuit controls which will be installed in August.

This site was installed as a temporary pumping station to accommodate a small development, with the expectation that a large development to the north would include a larger permanent station. As there is no sign that the larger development will occur anytime soon, staff is analyzing how to best address the temporary station.

**Lift Station – Vennevoll:** This pumping station is over thirty years old, and some equipment has reached the end of their useful life. We have ordered a new control panel station, which will be installed in conjunction with an electrical upgrade project. An onsite emergency standby generator is being planned to ensure continued operation even during prolonged power outages.

**Plant maintenance:** Staff continues to work on maintenance and repairs of miscellaneous equipment throughout the plant. This month's projects have included work on the final clarifiers, dissolved air flotation (DAF) pump, drain lines, and various painting projects.

Our HVAC contractor has been working onsite to replace the boiler for the treatment facility's administration building and tunnels, and a makeup air unit.

Plant flows have begun to recede as the saturated ground resulting from the wet spring has been drying out.

**Sanitary Sewer Reconstruction Project:** Replacement of aged sanitary sewer main continues as part of the ongoing streets and utility reconstruction project. A change order has been provided to the contractor to increase the project scope to also include the replacement of six manholes and 240 feet of sanitary sewer main located on West Main Street. The Main Street replacements will reduce approximately 75,000 gallons of clearwater from leaking into the collection system daily.

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## **Water Division**

Kent F. Thompson  
Water System Supervisor

**Annual System Flushing:** Water operators continued and completed the annual system flushing of over 700 fire hydrants throughout the month of July. During the flushing of fire hydrants, operators note any repairs that need to take place to keep hydrants operating effectively and efficiently. Repairs to the fire hydrants began following the completion of flushing and will continue into Augusts

**Cross-Connection and Meter Replacements:** 92 cross-connection compliance checks were conducted during the month of July. A cross-connection is a direct arrangement of a piping line which allows the potable water supply to be connected to a line which could contain a contaminant. During cross-connection compliance checks, water operators identify cross-connections, which the homeowner must have repaired. Approximately 500 cross connection compliance checks are conducted each year.

**Hydrant struck by vehicle:** A private water hydrant at a local business was struck and broken off by a vehicle. The property owner was contacted and given notice to ensure that repairs to the hydrant would be made. After repairs were made, water operators ensured the functionality of the hydrant through operation and flushing.

**Lead and Copper Sampling:** The results of July's lead and copper sampling of 30 homes were received from the lab state lab. Customer notification letters were sent to the sampled customers informing them of the results of their analysis. Certification of the notification letters was provided to the WI DNR.

Additional samples will be collected at all four wells and 10 sample locations throughout the distribution system in early August to test for source-water lead and copper and distribution water quality parameters.

**Meter Replacement:** 92 water meter bodies were replaced in conjunction with the cross-connection compliance checks. In an effort to remove all lead from the publicly owned drinking water system, we are replacing all meter bodies which could contain small amounts of lead with new lead-free bodies.

**Service Leak:** One service leak occurred during the month of July at a residential property. Water operators were able to determine that the leak was after the city owned curb stop and on the privately-owned portion of service lateral, and the customer's plumbing contractor completed the repairs. An estimated 14,400 gallons of water was lost as a result of this leak.

**Water Service Interruption:** In conjunction with the ongoing streets and utility reconstruction project, a scheduled water service interruption we required, affecting fewer than 80 residential properties in and around the project area. The purpose of the interruption was to allow the reconstruction contractor to connect the newly installed water main on South Monroe Street to the existing water main on Oak Street.

**Well No. 5 Generator Repair:** The water pump on the Well No. 5 generator engine experienced a coolant leak and had to be removed and rebuilt. The generator was out of service for one week while repairs were made by our contractor, after which the generator was ran under load to verify proper functionality.

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

Andrew Paulson  
Stoughton Utilities and Municipal Electric Utilities of Wisconsin Regional Safety Coordinator

### **ACCOMPLISHMENTS**

1. **Training**
  - a. On hold due to summer construction activities
2. **Audits/Inspections**

- a. Field Inspection – Electric – Service upgrade
- b. Field Inspection – Water – Flushing Hydrants
- c. Field Inspection – Wastewater – Flushing sewers
- d. Utility Walkthrough – General Inspection
- e. WWTP Walkthrough – General Inspection
- f. Well Inspections
- g. Water Tower Inspections
- h. Inspected water division lab
- i. Inspected excavation equipment

**3. Compliance/Risk Management**

- a. Reviewed Excavation Written Program
- b. Updated document management system with records
- c. Reviewed soils analysis form
- d. Confined space equipment updated and certified

**GOALS AND OBJECTIVES**

**1. Training**

- a. Employee training will resume following the summer construction season

**2. Audits/Inspections**

- a. Field inspections
- b. Utility walkthrough
- c. WWTP walkthrough
- d. Labs
- e. Wells
- f. Water towers
- g. Review lockout/tagout SOPs
- h. Review lockout/tagout equipment

**3. Compliance/Risk Management**

- a. Review lockout/tagout written program
- b. Update MSDSOnline with new material safety data sheets.
  - i. Verify MSDSOnline is accessible to all employees.
- c. Update MEUW safety document management system.
- d. Organize folders and files

*Regional Safety Coordinator was at Stoughton Utilities on July 2<sup>nd</sup>, 9<sup>th</sup>, 23<sup>rd</sup>, and 30<sup>th</sup>.*

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



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019  
**To:** Stoughton Utilities Committee  
**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director  
**Subject:** Stoughton Utilities Communications

July 25, 2019 Stoughton Utilities press release regarding the public drinking water notice of elevated concentrations of lead found in some Stoughton homes with lead water service laterals, and SU's planned education programs and lead removal plans.

August 5, 2019 Stoughton Utilities press release regarding the award of SU's Public Power Scholarship to Ms. Elizabeth Hammond

August 5, 2019 Stoughton Utilities press release about 811 day on August 11, reminding customers to always call Diggers' Hotline before digging

August 8, 2019 Stoughton Utilities billing insert regarding our ongoing ENERGY STAR® Appliance customer incentive.



**Stoughton Utilities**

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P.O. Box 383  
Stoughton, WI 53589-0383

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# News Release

## Stoughton Utilities

FOR IMMEDIATE RELEASE

July 25, 2019

Contact: Jill Weiss, Utilities Director

### **Stoughton Utilities Issues Public Drinking Water Notice - Elevated Concentrations of Lead Found in Some Homes**

Stoughton Utilities is proactively reaching out to residents in the City of Stoughton to share very important information regarding recent drinking water quality monitoring which found levels of lead that exceed the action level.

Annually, Stoughton Utilities collects drinking water samples from 30 homes, and tests those samples to determine the amount of lead and copper that is present in those homes' drinking water. These samples are taken from inside the homes at a faucet that provides drinking water.

Of the 30 sites sampled, six returned samples that contained elevated concentrations of lead. Although no level of lead is considered completely safe, the Environmental Protection Agency (EPA) and Wisconsin Department of Natural Resources (DNR) set a level of 0.015 mg/L, or 15 parts per billion.

Lead is not a naturally occurring groundwater contaminant in the City of Stoughton, and is not sourced by the utility's groundwater wells or water towers. Rather, lead finds its way into homes' drinking water from the lead service lines that were installed to specific properties, as well as internal plumbing solder and older plumbing fixtures. 85% of properties in Stoughton do not have lead service lines.



Stoughton Utilities is viewing this as an opportunity to continue to further educate the community about the danger of lead and what they can do to determine if their home is affected to minimize any risk, as well as develop ways for the utility and municipality to eliminate lead from the drinking water system.

The utility has reached out to important community stakeholders to inform them of the results of this sampling, including elected officials, clinics, hospitals, schools, and daycare providers.

“Our goal is to continue to be proactive in our notification process, and to provide the community with information about what the sampling means and the impact it might have on their neighborhood” stated Stoughton Utilities Director Jill Weiss. “By first informing and educating these community stakeholders, we hope to engage the community to assist us with expanding our education efforts.”

Stoughton Utilities will be initiating the following actions in the upcoming months:

- Conduct additional sampling at homes known to have lead service lines,
- Engage in additional community education and outreach on the concerns of lead,
- Continue to remove lead service lines that are publicly-owned by the water utility,
- Continue to encourage the removal of lead service lines that are privately-owned by property owners, including formalizing a lead service line replacement program and a mechanism for providing funding assistance to property owners, and
- Provide a water filtration pitcher at no cost to homes served by lead service lines where residents may be at a higher risk of the health impacts from lead, such as homes with young children or expectant mothers.

Residents interested in having their home’s water tested can contact a state approved laboratory to receive a testing kit, including the Wisconsin State Laboratory of Hygiene in Madison Wisconsin.

Residents can also reduce their exposure by considering the following:

- Identify if their service line or interior plumbing fixtures contain lead. Stoughton Utilities can assist residents in doing so.
- Replace any service lines or plumbing fixtures found to contain lead.

- Run your water faucets for a minute or two before use to flush out any accumulated lead particles.
- Periodically remove and rinse the aerators on your kitchen and bathroom faucets to remove any accumulated particles.
- Use only cold water for drinking, cooking, and preparing baby formula.
- There is no benefit to boiling water to remove lead, as this has no effect. Use a water filter certified to remove lead particles.

\*\*\*

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



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Stoughton, WI 53589-0383

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# **News Release**

## **Stoughton Utilities**

FOR IMMEDIATE RELEASE

August 5, 2019

Contact: Jill Weiss, Utilities Director

### **Stoughton Utilities Awards Public Power Scholarship**

Stoughton Utilities recently awarded a \$1,000 scholarship to Stoughton High School Class of 2019 graduate Elizabeth Hammond. Ms. Hammond was selected to receive the utility's Public Power Scholarship based on a variety of criteria, including academic achievement, community involvement, charitable work, extracurricular activities, and future goals and plans. She will attend Saint Mary's University of Minnesota - Winona in the fall to study elementary education and art.

"The scholarship program is a way for our locally owned, not-for-profit utility to invest back into the community," says Stoughton Utilities Director Jill Weiss. "We are very pleased to be able to reward the accomplishments of Stoughton's youth, and provide them with support as they pursue further educational opportunities."

Stoughton Utilities congratulates Ms. Hammond and the entire Stoughton High School graduating class of 2019.



\*\*\*

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# News Release

## Stoughton Utilities

FOR IMMEDIATE RELEASE

August 5, 2019

Contact: Jill Weiss, Utilities Director

### **Stoughton Utilities Reminds Customers to Call Before They Dig**

**Stoughton residents can call 811 three days before digging to know what's below.**

As August 11 approaches, Stoughton Utilities reminds customers to use this date on the calendar – 8/11 – to serve as a natural reminder for residents to call 811 prior to any digging project. Calling 811 at least three days prior to digging ensures all underground utility lines are marked, which can save a life.

And in Wisconsin, calling 811 before you dig is state law.

Every few minutes in the United States, an underground utility line is damaged because someone decided to dig without first calling 811. Striking a single line – whether electric, water, gas, or telecommunications – can cause injury, repair costs, fines, power outages, or an explosion.

When calling 811, homeowners and contractors are connected to the local one-call center, which notifies the appropriate utility companies of their intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both. Stoughton Utilities will arrive within

three days to mark our underground electric, water, and sanitary sewer lines, as will the natural gas provider and all telecommunications companies.

Every digging project, no matter how large or small, warrants a call to 811. Installing a mailbox, building a deck, planting a tree, and laying a patio are all examples of digging projects that require a call to 811 before getting starting.

“On August 11 and throughout the year, we remind homeowners and professional contractors alike to call 811 before digging to reduce the risk of striking an underground utility line,” said Stoughton Utilities Director Jill Weiss. “It really is the only way to know which utilities are buried in your area, and what lies beneath the ground.”



The depth of utility lines can vary for reasons such as erosion, previous digging projects, type of utility, and uneven surfaces. Every project requires a new 811 request before digging.

Here's the process for contacting your local 811 call center, courtesy of [call811.com](http://call811.com):

1. Notify your local Digger's Hotline call center by calling 8-1-1, or by making an online request at [diggershotline.com](http://diggershotline.com), at least three days before beginning your project.
2. Wait the required amount of time for all affected utility operators to respond to your request.
3. Visually verify that all affected utility operators have responded to your request and marked underground utilities. If you have a reason to believe that not all lines have been located, call 811 to follow-up.
4. Respect the marks.
5. Dig around the marks with care.

\*\*\*

*Wisconsin Diggers' Hotline*

*8-1-1 or (800) 242-8511*

*[www.diggershotline.com](http://www.diggershotline.com)*

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



# OUT WITH THE OLD, IN WITH THE NEW & EFFICIENT

**Stoughton Utilities customers can receive a \$25 bill credit incentive on the purchase of certain ENERGY STAR® rated products.**

ENERGY STAR qualified appliances incorporate new, advanced technologies that use 10-50% less energy and water than standard models. Look for the ENERGY STAR logo.



Incentives available for ENERGY STAR:

- Dehumidifiers
- Residential Clothes Dryers
- Residential Clothes Washers
- Residential Dishwashers
- Residential Freezers
- Residential Refrigerators
- Room Air Cleaners

**APPLY FOR A \$25 BILL CREDIT TODAY!**

## ENERGY STAR REBATE

To request your bill credit, please complete the form below. Return the form along with a copy of your receipt to our office, or scan and email to [CustomerService@stoughtonutilities.com](mailto:CustomerService@stoughtonutilities.com).

Customer Name (first, last)		Utility Account Number
Customer Street Address	City, State	Zip Code
Home Phone Number	Daytime Phone Number	E-mail
Energy Star Product	Brand	Model Number

To qualify for this rebate, products must be listed as an ENERGY STAR appliance at [energystar.gov](http://energystar.gov). Available for purchases made in 2019. Completed form and receipts must be received prior to December 1, 2019. **Limit two rebates per customer, per year, subject to available program funding.**



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

Shared strength through WPPI Energy





**Stoughton Utilities**

600 South Fourth Street  
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**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities 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 July 23, 2019 meeting:

Consent Agenda:

1. Minutes of the June 17, 2019 Utilities Committee Meeting
2. Stoughton Utilities June Payments Due List Report
3. Stoughton Utilities May Financial Summary
4. Stoughton Utilities May Statistical Report

Business:

1. Amending Zoning Code Section 78-718 (3) (i) of the Stoughton Municipal Code related to the placement of fencing in utility easements



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**Date:** July 23, 2019

**To:** Stoughton Utilities Committee

**From:** Jamin T. Friedl, CPA  
City of Stoughton Finance Director

Jill M. Weiss, P.E.  
Stoughton Utilities Director

**Subject:** Declaration of Official Intent 2019-2

In order to preserve the ability to borrow funds for these equipment replacements later, it is requested that the Utilities Committee approve:

Declaration No. 2019-2	2020 Water Infrastructure Projects, including but not limited to engineering, legal, construction, etc. and Lead Meter Replacement, Lead Service Replacement, Water System Study, and Water Service Truck #23 Replacement for \$900,000.
------------------------	--



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**NO. 2019 - 2  
DECLARATION OF OFFICIAL INTENT**

This is a Declaration of Official Intent of the City of Stoughton, Dane County, Wisconsin (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as the entity authorized by the Issuer to make this Declaration of Official Intent Pursuant to a Resolution adopted on April 13, 1993. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project, or program or from the fund(s) / account(s) described below:

1. Project\* description:

2020 Water Infrastructure Projects including but not limited to engineering, legal,  
Construction, etc. and Lead Meter Replacement, Lead Service Replacement, Water  
System Study, and Water Service Truck #23 replacement.

(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "building program," "highway capital improvement program," "hospital equipment acquisition," "combined utility improvement program," etc.)

or

2. Identify fund(s) / account(s):

7450 - Water

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "Construction fund program" and "parks and recreation fund" and "highway fund.")

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$900,000.00.

The Issuer intends to reimburse itself from borrowed funds within (1) one year after the expenditure is made or (2) one year after the facility is placed in service, whichever is later.

\* Each of the expenditures described must be a cost of the type that is properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles. Capital expenditures *include* costs incurred to acquire, construct or improve land, buildings, and equipment and *exclude* current operation expenses.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this 19<sup>th</sup> Day of July, 2019.

CITY OF STOUGHTON  
UTILITIES COMMITTEE

By: \_\_\_\_\_

Title: Stoughton Utilities Committee Chairperson



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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

**Subject:** Licensing Agreement for Communications Attachments to Utility Poles Between the City of Stoughton Utilities and TDS Metrocom, LLC

Stoughton Utilities staff was contacted by representatives of TDS Metrocom, LLC and was requested to provide a soft copy of our standard Pole Attachment License Agreement for their review and revision. Our existing Pole Attachment License Agreement was most recently updated in 2019 when another communications provider expanded their footprint within our service territory, and was approved by the Stoughton Utilities Committee and Common Council at that time.

Following this provider's request, Stoughton Utilities staff worked with our attorney, Anita Gallucci of Boardman & Clark LLP, to negotiate several minor language changes to the initial draft provided. The agreement enclosed in the packet is the final execution version of the Pole Attachment License Agreement.

It is requested that the Stoughton Utilities Committee review and approve the revised Pole Attachment License Agreement, and recommend approval to the Stoughton Common Council.

*Execution Version*

**LICENSING AGREEMENT**  
**FOR**  
**COMMUNICATIONS ATTACHMENTS TO UTILITY POLES**  
**BETWEEN**  
**CITY OF STOUGHTON**  
**AND**  
**TDS METROCOM, LLC**

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**APPENDIX A: POLE ATTACHMENT FEES AND CHARGES**

**APPENDIX B: SPECIFICATIONS FOR ATTACHMENTS TO UTILITY’S POLES**

**APPENDIX C: PERMIT APPLICATION PROCESS**

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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 TDS METROCOM, LLC**

This Licensing Agreement (the "Agreement") dated this 1<sup>st</sup> day of August, 2019 ("**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 TDS Metrocom, LLC, a Delaware limited liability company ("**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.
- 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 telecommunications service. This agreement is not a license to use any public right-of-way under the City of Stoughton's jurisdiction. To access such rights-of-way, Licensee must comply with applicable city ordinances and obtain the required right-of-way permits.
- 2.2 **Permitted Use**. Throughout the term of this Agreement, Licensee shall continuously use Utility's Poles for the provision of wireline telecommunications service (the "**Permitted Use**"). No other use by Licensee (including the provision of Wireless Services) shall be allowed without Utility's express written consent. In the event Licensee desires to attach wireless telecommunications facilities to Poles, Licensee must enter into a separate wireless attachment agreement with Licensor.
- 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 Overlapping. The following provisions will apply to Overlapping:

2.12.1 Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to removal or, at Utility's discretion, imposition of an Unauthorized Attachment Charge, as specified in **Appendix A**.

2.12.2 If Licensee demonstrates that the Overlapping of Licensee's Attachments is required to accommodate Licensee's Communications Facilities, and such Overlapping does not exceed a combined cross-sectional area of three-square inches (two-inch diameter), Utility shall issue the requested Permit, provided that the Overlapping can be done consistent with Section 2.4. Authorized Overlapping 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 Overlapping.

2.12.3 At Licensee's request, Utility may allow Overlapping 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 Overlapping. Utility shall not grant such permits to third parties allowing Overlapping 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 Overlapping.

### **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 the right granted pursuant to a Permit by commencing construction of its Attachments within ninety (90) days of the effective date of the Permit or 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*, "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), 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 install 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 Fees. 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
- 16.1.4 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:

TDS Metrocom, LLC  
Attention: Field Services Support  
525 Junction Road  
Madison, Wisconsin 53717  
608-664-4000

Operational Requests or Notifications, to:  
Tdspoies-WI@tdstelecom.com

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 effective as of the day and year first written above.

**CITY OF STOUGHTON, ACTING  
THROUGH THE STOUGHTON  
UTILITIES COMMITTEE AND  
CITY OF STOUGHTON COMMON  
COUNCIL**

**TDS METROCOM, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Andrew Buchert

Title: \_\_\_\_\_

Title: Vice President – Field Services

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
		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 Overlashing 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 Charges .....See Article 3 of Agreement
- Miscellaneous Charges .....See Article 3 of Agreement

- Inspection Fees.....See Section 12.2 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:**

- $\frac{1}{4}$  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.

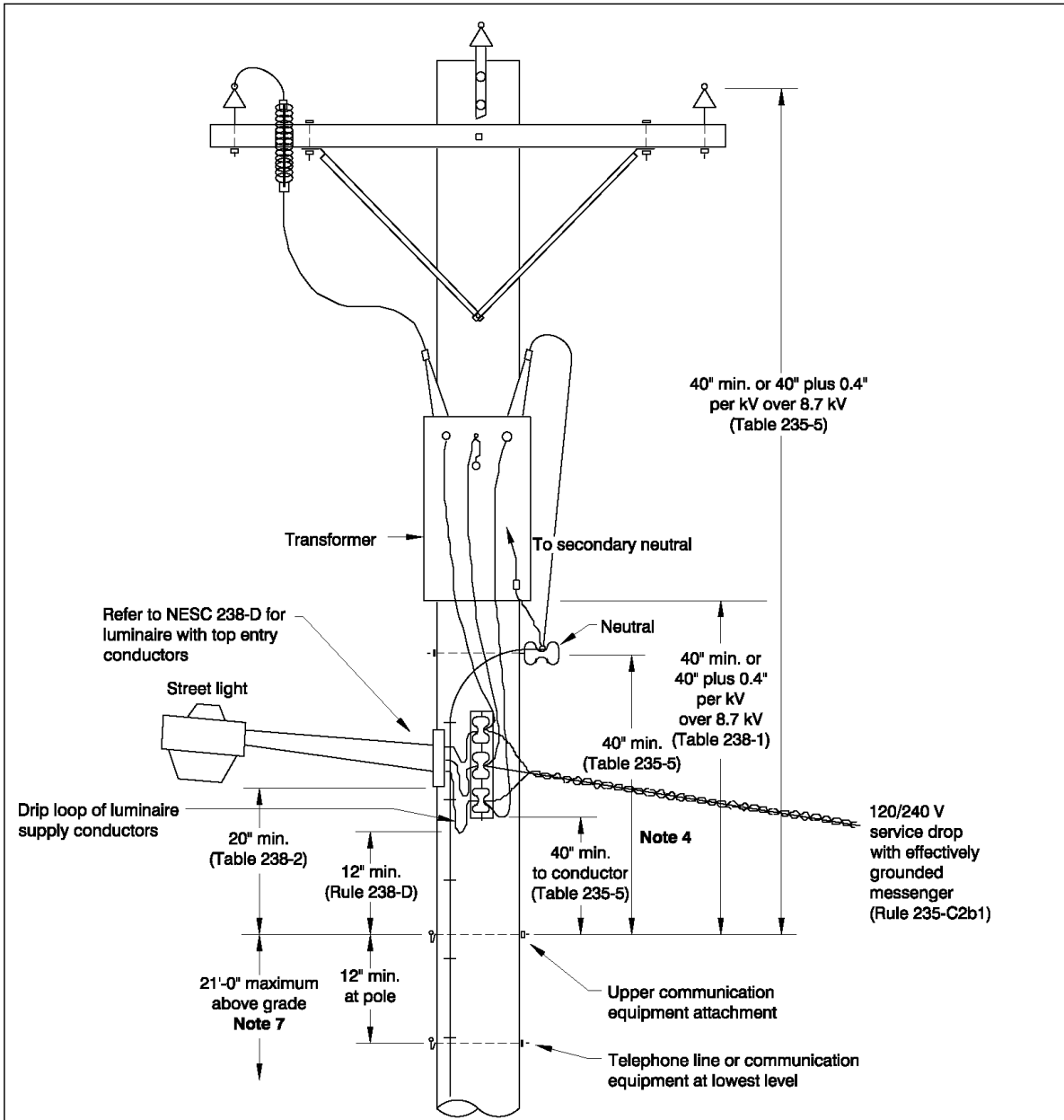
- d. **Bonding:** Licensee's facilities are to be properly bonded. Consult with Utility for instructions for proper bonding on steel poles.
- e. **Anchoring/Guying:** All anchors and guys are to be in place before cable installation. Consult with Utility about the joint use of anchors. Overhead guys 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]**

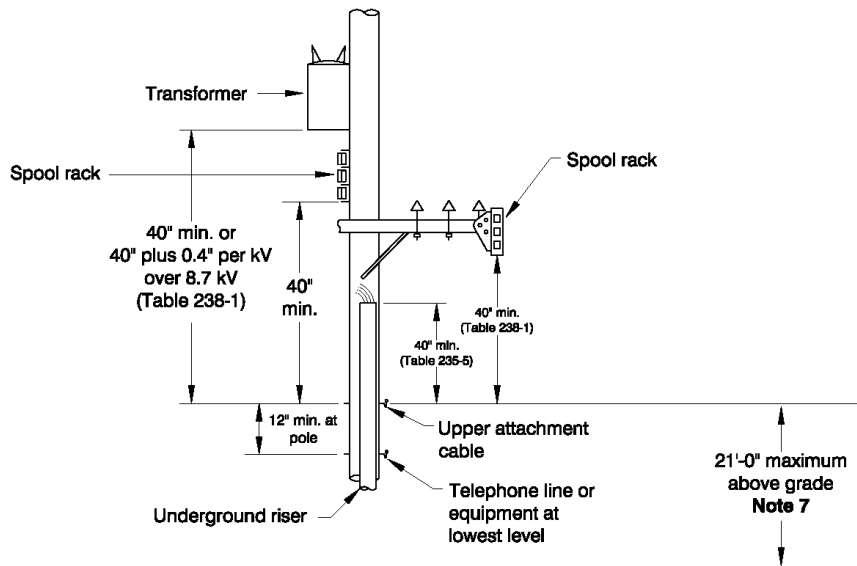


**MINIMUM JOINT USE CLEARANCES PER:  
NESC CODE (2012)  
WISC. STATE ELEC. CODE, VOLUME 1 (2008)**

**NOTE:**  
See drawing Appendix B-2 for notes

H	Issued	10/25/11
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<b>POLE ATTACHMENTS</b>		<b>Overhead Minimum Clearances</b>
DRAFTING CHECK:	S.M.P.	<b>DRAWING NUMBER: DRAWING B-1</b>
ENG. CHECK:	P.M.T.	

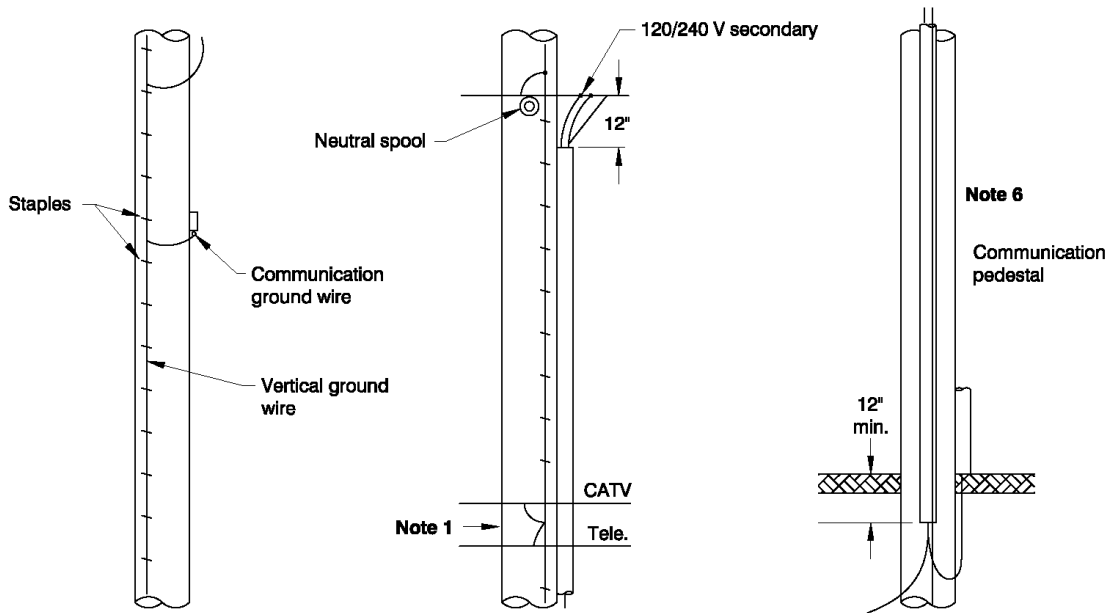


**NOTES:**

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

H	Issued	10/25/11
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	<b>POLE ATTACHMENTS</b>	<b>Overhead Minimum Clearances</b>
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	<b>DRAWING B-2</b>



**NOTES:**

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

H	Issued	10/25/11
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**POLE ATTACHMENTS**

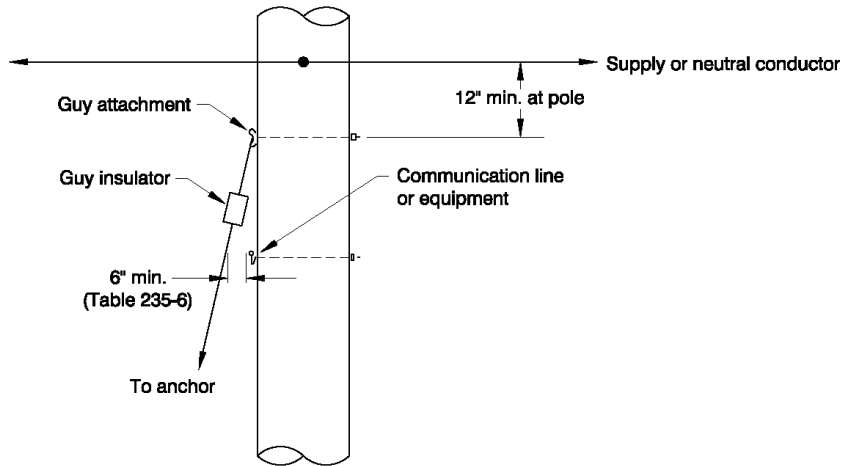
**Grounding Connections**

DRAFTING CHECK: S.M.P.

DRAWING NUMBER:

ENG. CHECK: P.M.T.

**DRAWING B-3**

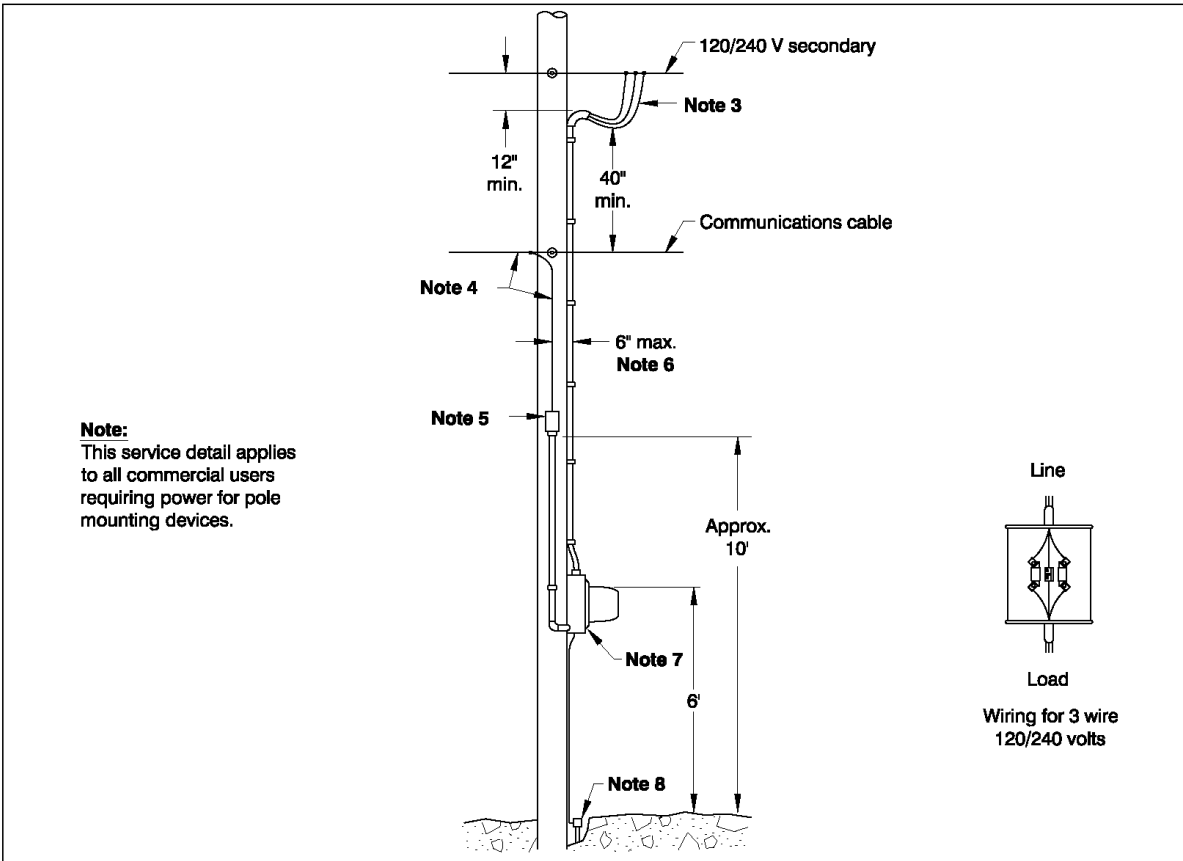


**Note:**

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

H	Issued	10/25/11
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<b>POLE ATTACHMENTS</b>		<b>Guy Wire Clearances</b>
DRAFTING CHECK:	S.M.P.	DRAWING NUMBER: <b>DRAWING B-4</b>
ENG. CHECK:	P.M.T.	



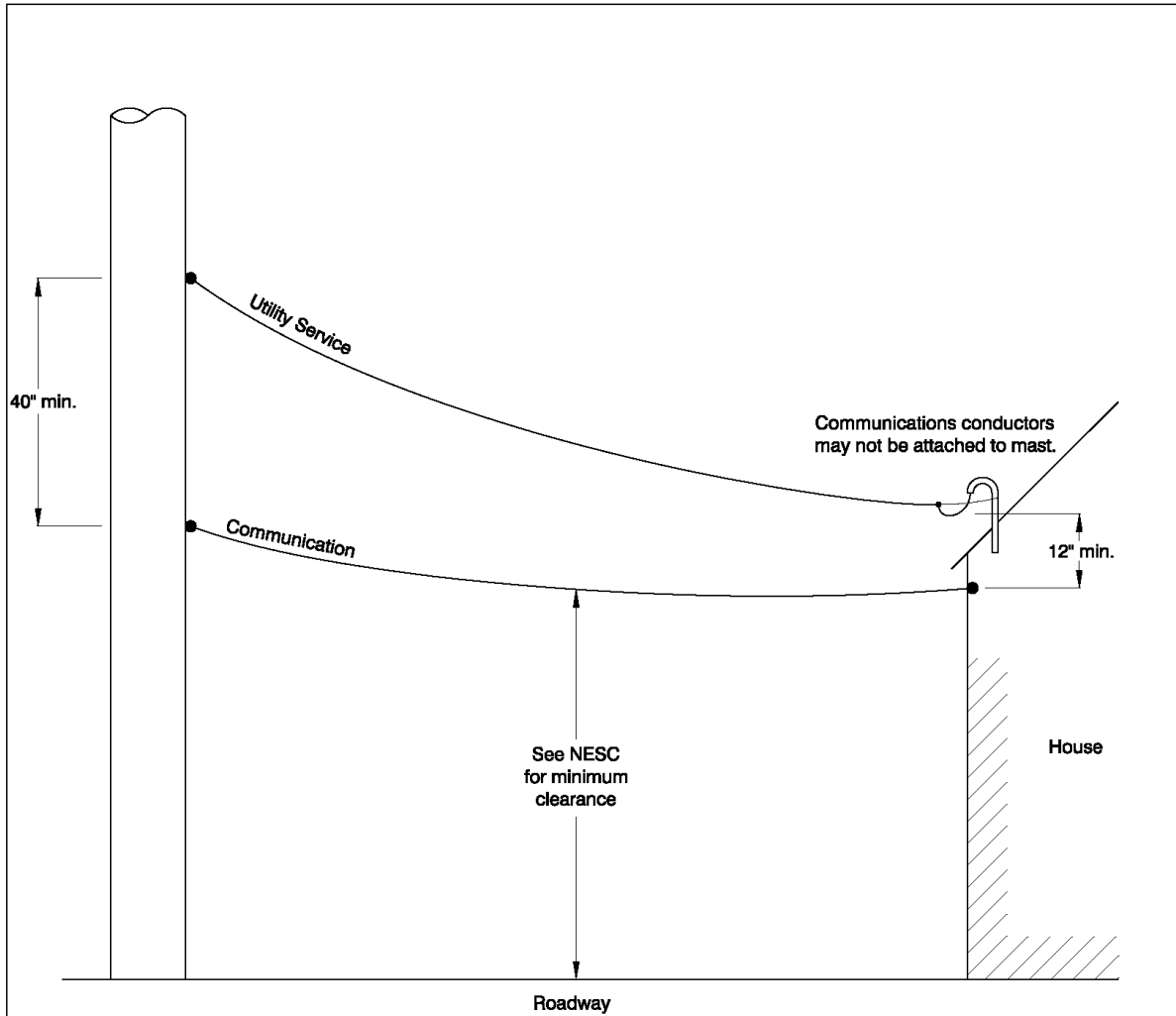
**Note:**  
 This service detail applies to all commercial users requiring power for pole mounting devices.

**NOTES:**

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

H	Issued	10/25/11
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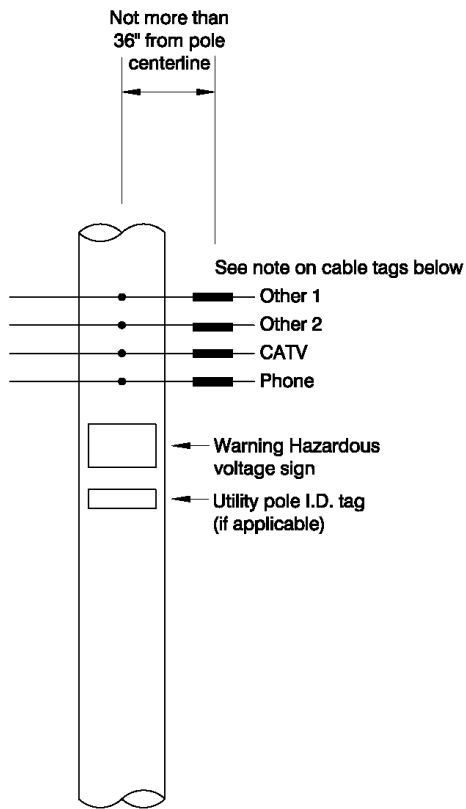
	<b>POLE ATTACHMENTS</b>	<b>120/240 Volt Power Service</b>
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	<b>DRAWING B-5</b>



**NOTE:**

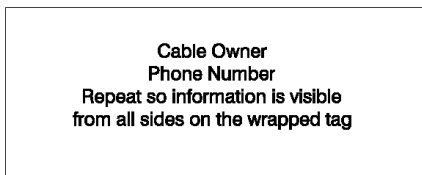
1. Maintain adequate clearances as per NESC.

		H	Issued	10/25/11
POLE ATTACHMENTS			Min. Clearance to Service & Roadway	
DRAFTING CHECK:		S.M.P.		DRAWING NUMBER: <b>DRAWING B-6</b>
ENG. CHECK:		P.M.T.		

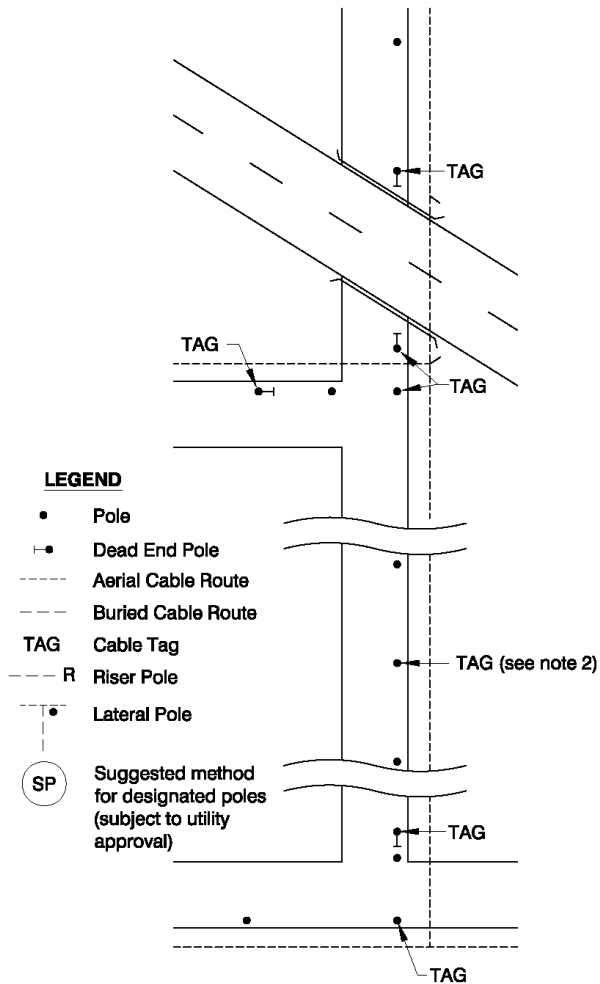


Suggested method for designated poles  
(Subject to utility approval)

**Preferred Attachment Identification Tag**



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



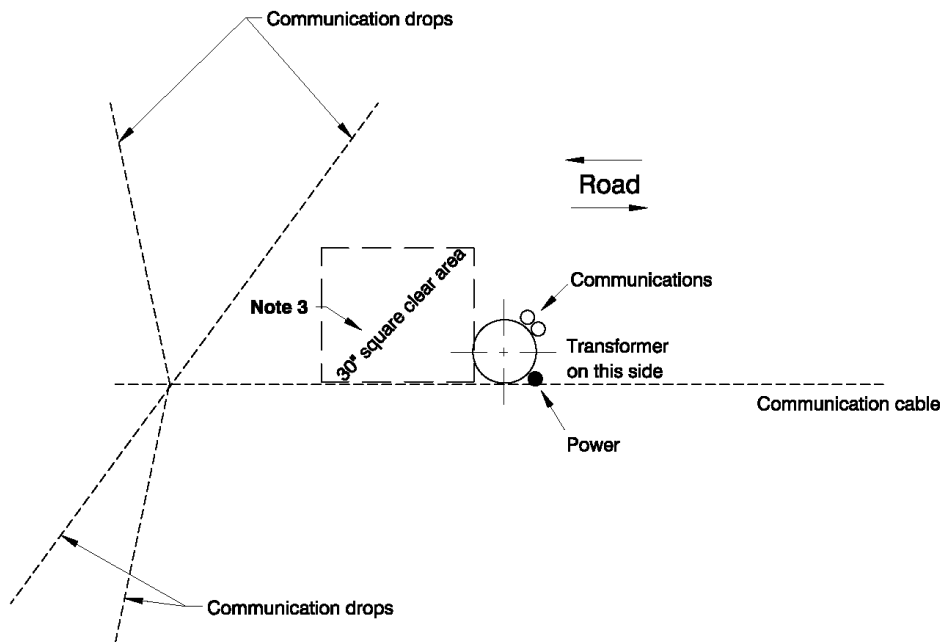
**NOTES:**

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

H Issued 10/25/11

<b>POLE ATTACHMENTS</b>		<b>Pole Tag Requirements</b>
DRAFTING CHECK:	S.M.P.	<b>DRAWING B-7</b>
ENG. CHECK:	P.M.T.	



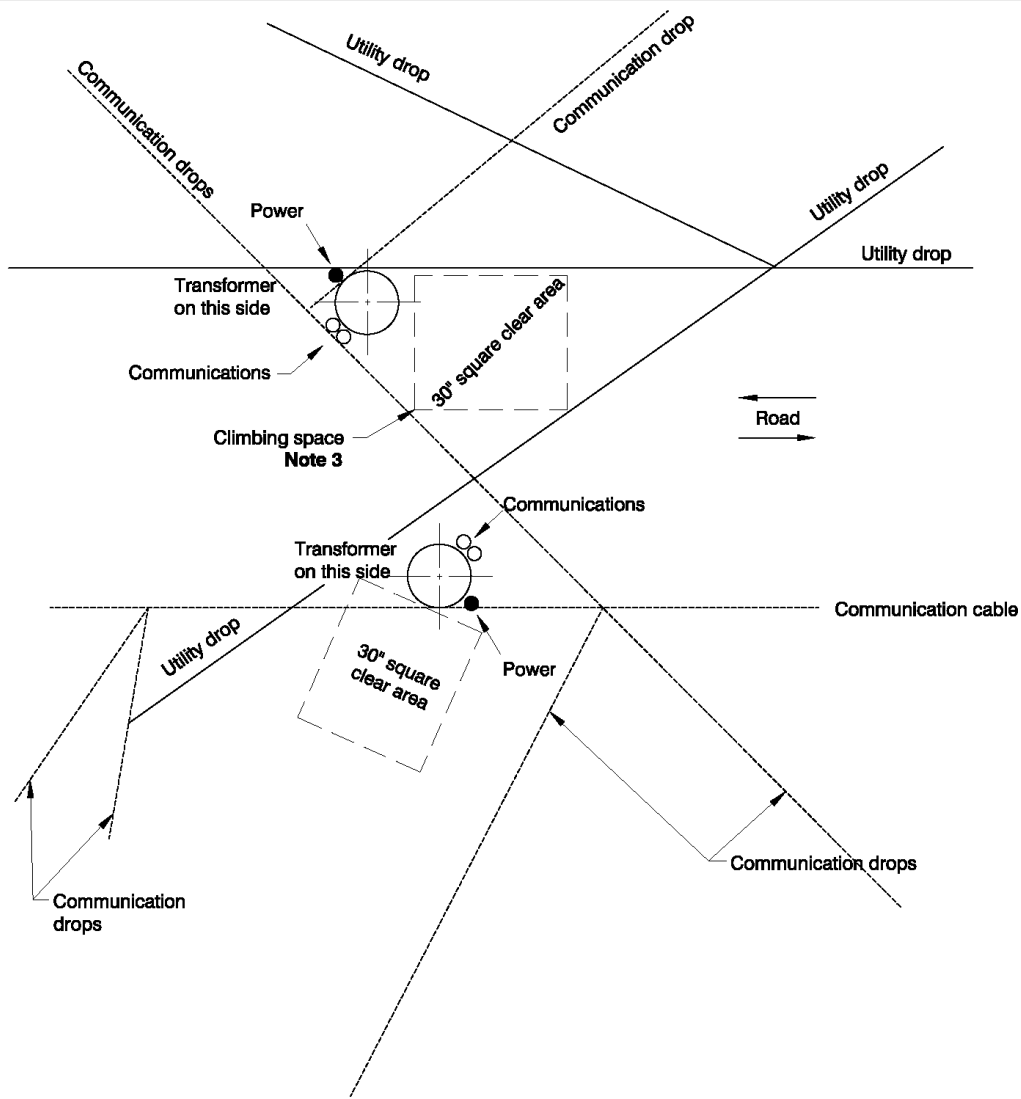


**NOTES:**

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

H	Issued	10/25/11
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	<b>POLE ATTACHMENTS</b>	<b>Attachments at Transformer Poles</b>
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	<b>DRAWING B-8</b>



**NOTES:**

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

H	Issued	10/25/11
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	<b>POLE ATTACHMENTS</b>	<b>Alternate Transformer Pole Attachments</b>
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	<b>DRAWING B-9</b>

## **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**

<b>PERMIT APPLICATION</b>			
Stoughton Municipal Electric Utility Attn: Utilities Director 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589  Phone: 608-873-3379 <b>E-Mail:</b>			Date * _____
<b>APPLICANT INFORMATION (Licensee)</b>			
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.			
<b>GENERAL APPLICATION INFORMATION</b>			
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**

<b><u>Column</u></b>	<b><u>Instructions</u></b>
<b>Licensee's Pole Number .....</b>	Pole number must correspond to Licensee's plan sheet
<b>Plan Sheet Pole Number .....</b>	Sequential pole count to match drawing.
<b>Pole Height and Class .....</b>	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.
<b>Guy Attachments.....</b>	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will only be allowed if approved by Utility.
<b>Attachment Height.....</b>	Licensee attachment height above ground level.
<b>Inches Below Utility .....</b>	The number of inches Licensee is to be attached below Utility while maintaining clearance, as required in <b><u>Appendix B.</u></b>
<b>Span Length.....</b>	List the span length between each point of attachment.
<b>Inches Sag .....</b>	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
<b>Ground Clearance.....</b>	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:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

**Subject:** Change Order No. 1 to the 2019 Street and Utility Construction Project

At the June meeting of the Stoughton Utilities Committee, the topic of clearwater entry into the sanitary sewer collection system, and the subsequent effects and expense such clearwater has on the wastewater treatment facility, was discussed. At that time, it was mentioned that staff has observed persistent and significant clearwater intrusion along sections of sanitary sewer main on West Main St, west of Prairie St.

Following this observation, staff worked with our consulting engineers to research a variety of potential methods to reduce the clearwater intrusion along this stretch of sewer main. There were several unique challenges at this location, including the amount of clearwater present, high volumes of traffic, the difficulty and expense to coordinate road closures, and the upcoming street replacement project being undertaken in 2020 by the State of Wisconsin Department of Transportation. Ultimately it was decided that the best solution is to replace 250 linear feet of aged 8-inch PVC sanitary sewer main on West Main Street as well as six aged brick sanitary sewer manholes.

This section of West Main Street has been scheduled to be closed for a period of time in August and September due to the 2019 Street and Utility Construction project already underway. It was our goal to attempt to coordinate the additional sanitary sewer work with the already scheduled road closure. In order to accomplish this goal, Stoughton Utilities approached Advance Construction Inc, the current project contractor, to receive the costs for a potential change order.

The costs received from the contractor for such a change order have been reviewed by myself, our consulting engineer, and the City of Stoughton Finance Director / Comptroller, and it has been determined that they are competitive and favorable to the utility. As they are already mobilized in the City of Stoughton, the contractor is able to complete the change order in conjunction with the current road closure.

The City of Stoughton Purchasing Policy allows staff to approve project change orders with the approval of the City Finance Director and the Mayor. Prior committee or council approval is not required when such approval would result in a costly delay to the project. When such is the case, as staff has determined that it was for this project, the policy directs that the Stoughton Common Council approve the change order prior to submittal of the final project payment.

Accordingly, Stoughton Utilities has submitted Change Order No. 1 in the amount of \$96,602.58 to the 2019 Street and Utility Construction contract to the project contractor. It is requested that the Stoughton Utilities Committee review and approve this change order, and recommend approval to the Stoughton Common Council.



August 2, 2019

CHANGE ORDER NO. 1

PROJECT: 2019 Street and Utility Construction  
 OWNER: City of Stoughton  
 CONTRACT: Contract 1-2019  
 CONTRACTOR: Advance Construction, Inc.

**Description of Change**

1a	Replace 250 linear feet of 8-inch PVC sanitary sewer on Main Street west of Prairie Street. Cost includes local traffic control, connections to existing laterals, bypass pumping, dewatering, granular backfill, and a minimum of 12 inches of base course. Manholes are to be paid separately. All work to be completed within the Milestone 1 requirements of the Contract.	ADD	\$27,562.50
1b	Asphalt pavement patch for 250 linear feet of sanitary sewer replacement on Main Street west of Prairie Street. Cost includes sawcutting and a minimum of 5 inches of asphalt pavement. All work to be completed within the Milestone 1 requirements of the Contract.	ADD	\$21,699.78
1c	Replace six sanitary sewer manholes on Main Street at a unit price of \$6,688.50 each. Cost includes local traffic control, connections to existing sewers, bypass pumping, dewatering, granular backfill and a minimum of 12 inches of base course. All work to be completed within the Milestone 1 requirements of the Contract.	ADD	\$40,131.00
1d	Asphalt pavement patch for six manhole replacements on Main Street at a unit price of \$1,202.50 each. Cost includes sawcutting and minimum of 5 inches of asphalt pavement. All work to be completed within the Milestone 1 requirements of the Contract.	ADD	\$7,209.30
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$96,602.58

**Contract Price Adjustment**

Original Contract Price	\$3,017,395.50
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$96,602.58
Current Contract Price including this Change Order	\$3,113,998.08

City of Stoughton—Advance Construction, Inc.  
Contract 1-2019—Change Order No. 1  
Page 2  
August 2, 2019

**Contract Substantial Completion Date Adjustment**


Original Contract Substantial Completion Date	September 27, 2019
Contract Substantial Completion Date Adjustments due to previous Change Orders	None
Contract Substantial Completion Date Adjustments due to this Change Order	None
Current Substantial Contract Completion Dates including all Change Orders	September 27, 2019

**Contract Final Completion Date Adjustment**


Original Contract Final Completion Date	September 27, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	None
Contract Final Completion Date Adjustments due to this Change Order	None
Current Final Contract Completion Dates including all Change Orders	September 27, 2019

This document shall become a supplement to the Contract and all provisions will apply hereto.

**RECOMMENDED**

  
 \_\_\_\_\_  
 ENGINEER—Strand Associates, Inc.® 8/2/19  
 Date

**APPROVED**

  
 \_\_\_\_\_  
 CONTRACTOR—Advance Construction, Inc. 8-5-19  
 Date

**APPROVED**

\_\_\_\_\_  
 OWNER—City of Stoughton Date



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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

Brian R. Hoops  
Stoughton Utilities Assistant Director

**Subject:** Wisconsin Energy Independent Community Partnership Program

In April of 2008, Stoughton Utilities received information from the State of Wisconsin and WPPI Energy informing us that the Wisconsin Office of Energy Independence (OEI) had created a new *Wisconsin Energy Independent Community Partnership* program. This program was launched to energize the state's "25 x 25" goal of generating 25% of electricity and transportation fuels from renewable sources by the year 2025, and was one component of Governor Jim Doyle's *Clean Energy Wisconsin* plan.

Gov. Doyle's plan detailed strategies to help the state move toward energy independence while promoting renewable energy, creating jobs in the renewable energy fields, increasing energy security and independence, and improving the environment.

The OEI program was the first of its kind in the nation, and the office was tasked with partnering with individual communities, with benefits to the communities to include:

- Additional access to state and federal funding
- Increased technical assistance from state and federal agencies
- Improved energy efficiency, creating additional savings and capital availability, and
- Recognition for community achievements

On a system-wide basis, WPPI Energy members and their communities, including Stoughton, were already demonstrating leadership on these types of environmentally focused initiatives. The state program was consistent with the efforts WPPI Energy and Stoughton were already doing, and therefore Stoughton joined the OEI's program.

On July 14, 2008, the Stoughton Utilities Committee approved participation in the Wisconsin Energy Independent Community Partnership Program, and on July 22, 2008 the City of Stoughton Common Council also approved participation, as well as adopted the following resolution.

Since adoption of the resolution, Stoughton Utilities and WPPI Energy have continued to pursue the goal of serving our customers power generated from renewable energy sources.

Upon completion of the 100-megawatt solar energy center in Two Rivers, Wisconsin, it is expected that Stoughton's standard wholesale power supply will include over 22% generated by renewable sources (17% wind, 4% solar, 1% other).

In addition, through our Choose Renewable program, 408 customers (5% of total customers) purchase an additional 324,600 kWh of 100% renewable energy each month, which is not included in the 22% percentage above. Stoughton Utilities also purchases 100% of the excess solar power generated by our 32 customers with solar generation on their homes or businesses.

WISCONSIN ENERGY INDEPENDENT COMMUNITY

WHEREAS, the City of Stoughton, through Stoughton Utilities, serves the electrical needs within Stoughton, and throughout its service territory in Dunkirk, Dunn, Pleasant Springs and Rutland Townships, and

WHEREAS, Stoughton Utilities is encouraging and promoting the use of electricity and transportation renewable resources, and

WHEREAS, the Wisconsin Office of Energy Independence encourages the use of 25% of renewable energy through the Wisconsin Energy Independent Community Partnership initiative by 2025 (25X25),

NOW, THEREFORE, BE IT RESOLVED, that the City of Stoughton hereby adopts the Wisconsin Energy Independent Community 25X25 Partnership.

This is to certify that the foregoing resolution was duly adopted by the Common Council of the City of Stoughton at a regular meeting held on the 22<sup>nd</sup> day of July 2008.

VOTE:

Ayes:

Noes:

Adopted:

APPROVED:

\_\_\_\_\_  
Helen J. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Luann J. Alme, City Clerk



### **The Office of Energy Independence**

The office was created by Governor Doyle on April 5<sup>th</sup>, 2007 with the mission to advance energy independence in The State of Wisconsin. Governor Doyle's vision includes:

1. Generating 25% of our state's electricity and transportation fuels from renewable resources by 2025.
2. Capturing 10% of the emerging bioindustry and renewable energy market by 2030.
3. Leading the nation in groundbreaking research that will make renewable energy more affordable and will create good paying Wisconsin jobs.

### **The Wisconsin Energy Independent Community Partnership**

It is an innovative partnership that is the first of its kind in the nation. It is an integral piece to advancing energy independence in our state.

### **Energy Independent Communities**

The Wisconsin Energy Independent Community Partnership begins with voluntary agreements between the Office of Energy Independence and Wisconsin communities. Communities that adopt "25x25 Goals," Governor Doyle's goal of generating 25% of Wisconsin's electricity and transportation fuels from renewable resources by 2025, will be taking the first steps toward this partnership.

This partnership already embraces the approaches and solutions that communities are currently exploring, and it will continue to foster innovation of energy resources and emerging technology. Energy Independent Communities will decide on strategies based on their unique assets and how they will capitalize on the diversity of their resources.

### **Partnership Benefits**

1. Additional access to state and federal funding.
2. Increased technical assistance from state and federal agencies.
3. Improved energy efficiency creating additional savings and capital availability for budgeting.

### **Energy Independence: One Community at a Time**

Office of Energy Independence  
17 West Main St. • Madison, WI 53702

<http://power.wisconsin.gov>



## Independence Levels



1. **25x25 Goals.** Pass resolution adopting the 25x25 goals.
2. **Communication & Education**
  - (a) Post community Efforts toward Energy Independence on website and link to OEI
  - (b) Promote three Energy Independence Community Events



Enact at the local level resolutions based on the Governor's Executive Orders:

1. **Energy Efficiency and Renewable Sources** (Act 141): Adopt energy standards for all energy-consuming equipment purchased by government agencies and departments; commit to renewable energy purchases for municipal buildings (20 percent by 2011). (<http://www.legis.state.wi.us/lrb/pubs/Lb/06Lb7.pdf>)
2. **Increase Utilization of Renewable Fuels in Vehicles** Owned and Operated by the local government (EO 141) by 20% by 2010 and by 50% by 2015. ([http://www.wisgov.state.wi.us/journal\\_media\\_detail.asp?locid=19&prid=1781](http://www.wisgov.state.wi.us/journal_media_detail.asp?locid=19&prid=1781))
3. **Creation of High Performance Green Building Standards and Energy Conservation for Municipal Facilities and Operations** (EO 145). ([http://www.wisgov.state.wi.us/journal\\_media\\_detail.asp?locid=19&prid=1907](http://www.wisgov.state.wi.us/journal_media_detail.asp?locid=19&prid=1907))



1. Agree to evaluate their current energy use and sources; determine an energy efficiency and savings strategy; and, using a checklist, determine the community potential for energy independence. The five-step process follows:
  - a. Define community boundaries
  - b. Inventory energy uses
  - c. Design an energy efficiency and savings strategy
  - d. Evaluate potential energy technologies
  - e. Match energy needs to capacity
2. Prepare energy independent plan with projected savings and costs to implement
3. Help shape state policy for the future on funding and legislation to help further the energy independence goals of the state.
4. Designate Energy Independence Coordinator (EO 192) ([http://www.wisgov.state.wi.us/journal\\_media\\_detail.asp?locid=19&prid=2611](http://www.wisgov.state.wi.us/journal_media_detail.asp?locid=19&prid=2611))

**Energy Independence: One Community at a Time**  
Office of Energy Independence  
17 West Main St. • Madison, WI 53702

<http://power.wisconsin.gov>



**Wisconsin Energy Independent Community  
Expression of Support**

Community (city, town, village, county, etc)	
Population	
Contact Person	
Contact Phone	
Contact Email	
Leadership	

**Expression of Support**

Pass resolution adopting the national 25x25 goals

**Draft Resolution**

*Prepared from Concurrent Resolution, United States Congress, March 2006; Wisconsin Executive Order 192, April 2007*

The \_\_\_\_\_ resolves to advance Wisconsin's vision for energy independence by generating 25 percent of \_\_\_\_\_ electricity and 25 percent of our transportation fuels from renewable resources by 2025.

Community:

Date:

Signature:

**Please electronically return completed**

**Expression of Support**

Office of Energy Independence

Brian Driscoll

608-261-8146

brian.driscoll@wisconsin.gov

**Energy Independence: One Community at a Time**

Office of Energy Independence

17 West Main St. • Madison, WI 53702

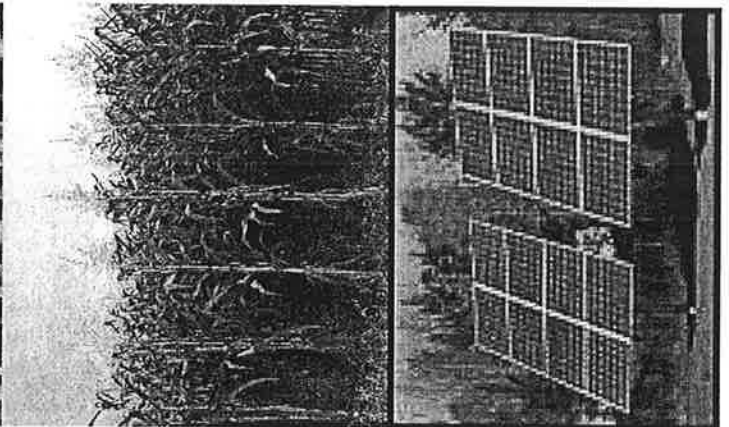
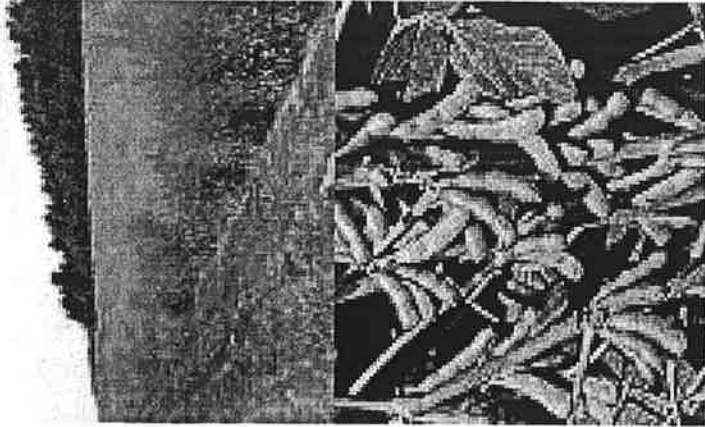
<http://power.wisconsin.gov>

# Energy Independence Communities

Partnering to Achieve 25 x 25

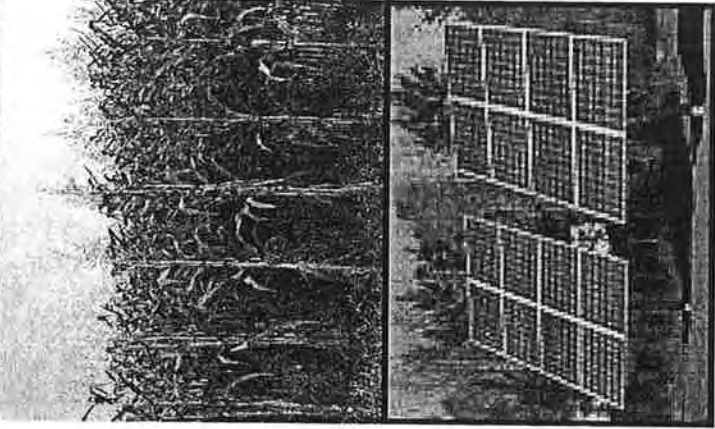
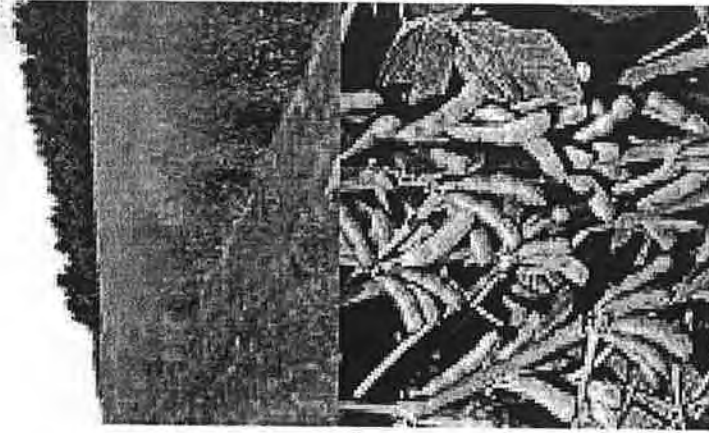
Brian Driscoll

Office of Energy Independence



# Energy Independence Mission

- Generate 25% of electricity and transportation fuels from renewable resources by 2025
- Capture 10% of the emerging bio industry and renewable energy market by 2030
- Become national leader in groundbreaking energy research

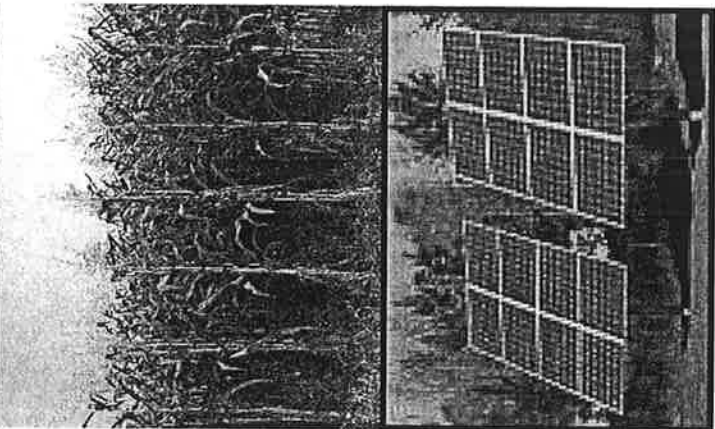
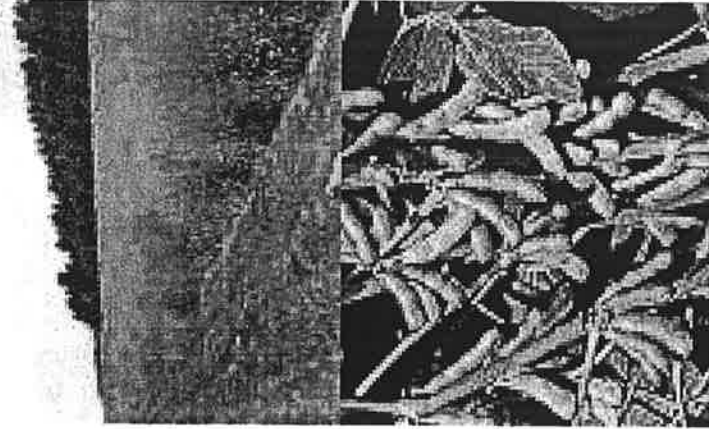




# Why EI Community?

*Think Global; Act Local*

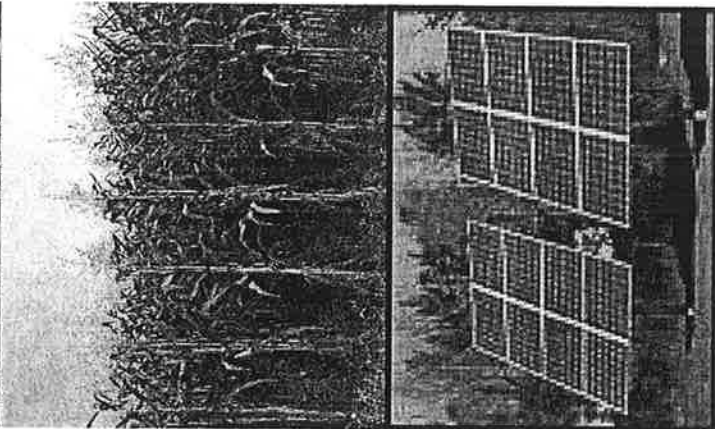
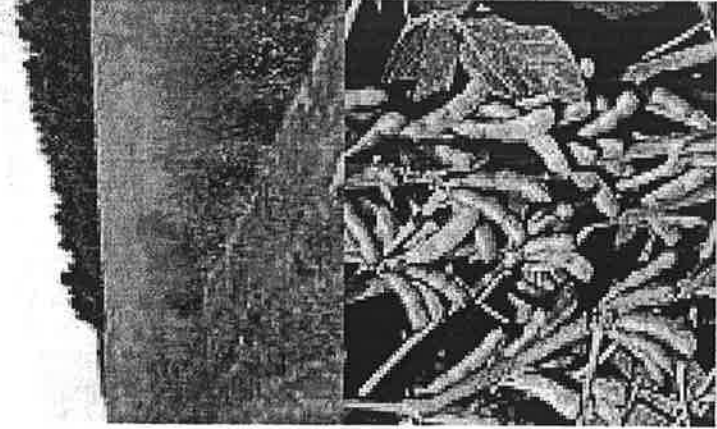
1. Energize 25 x 25 goal statewide
2. Innovation & energy savings
3. Engage citizens in vision & action



# EI Communities

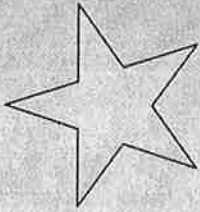
## How?

- Get buy-in with local officials
- Community decides Level
- OEI coordinates resource team
- Community creates EI plan





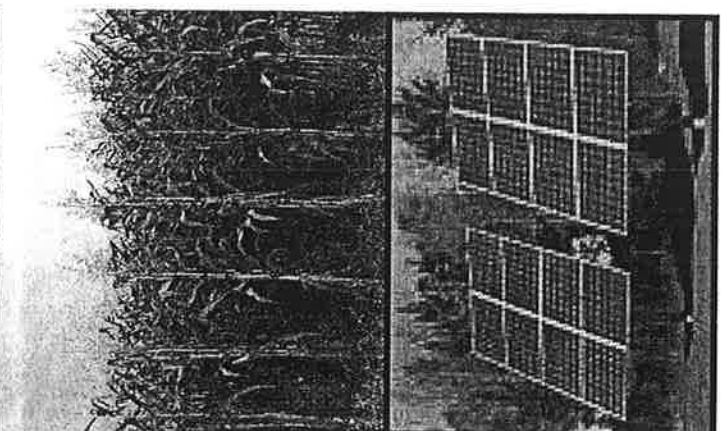
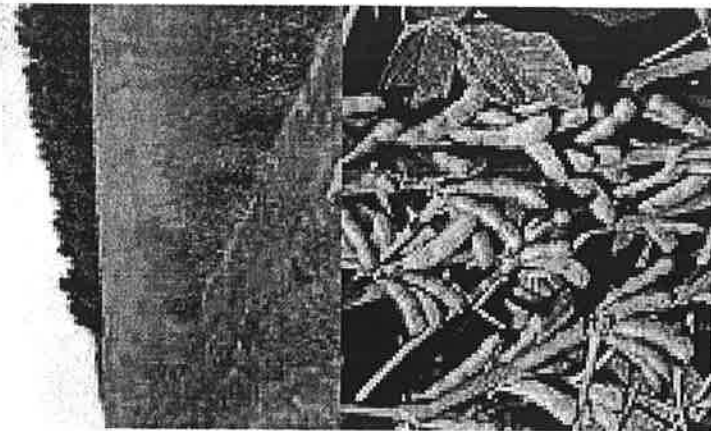
# El Community



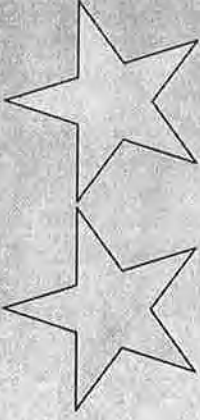
## 1. Adopt 25x25 resolution

## 2. Communication & Education

- Post community EI efforts
- Host or promote 3 EI Events

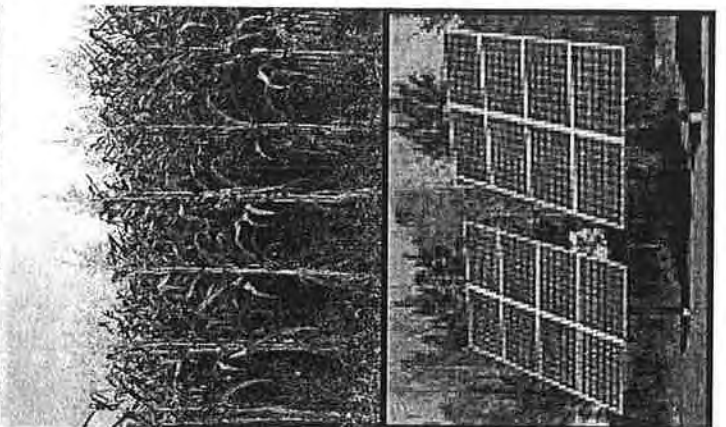
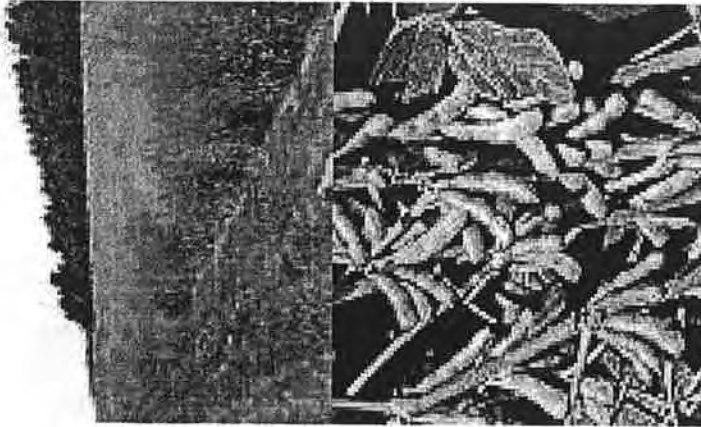


# EI Community



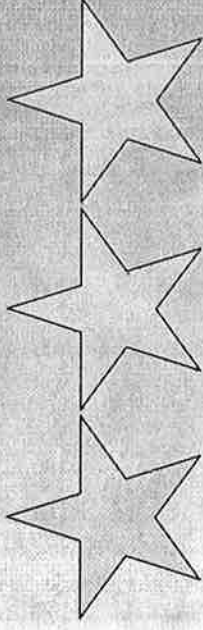
## Adopt WI Executive Orders:

- energy standards for all energy-consuming equipment purchased by government agencies and departments; commit to renewable energy purchases for municipal buildings (20% by 2011). *Energy Efficiency and Renewable Sources (Act 141)*
- Increase Use of Renewable Fuels in Vehicles Owned and Operated by the local government by 20% by 2010 and by 50% by 2015. *(EO 141)*
- High Performance Green Building Standards and Energy Conservation for Municipal Facilities and Operations *(EO 145)*

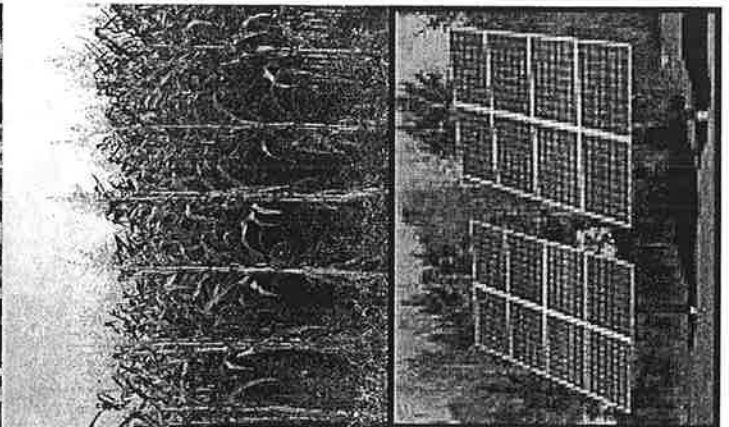
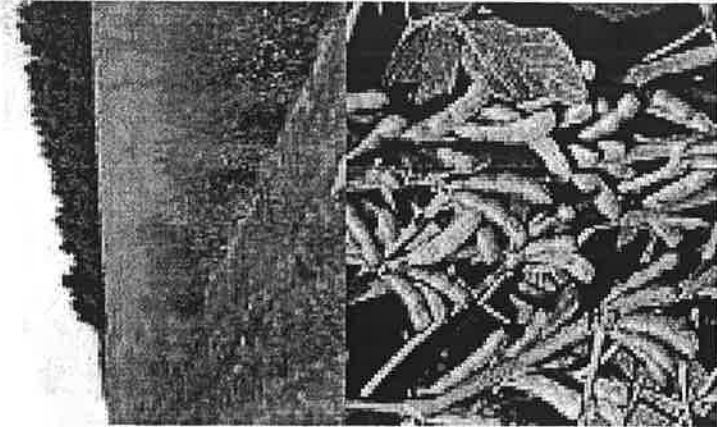




# El Community

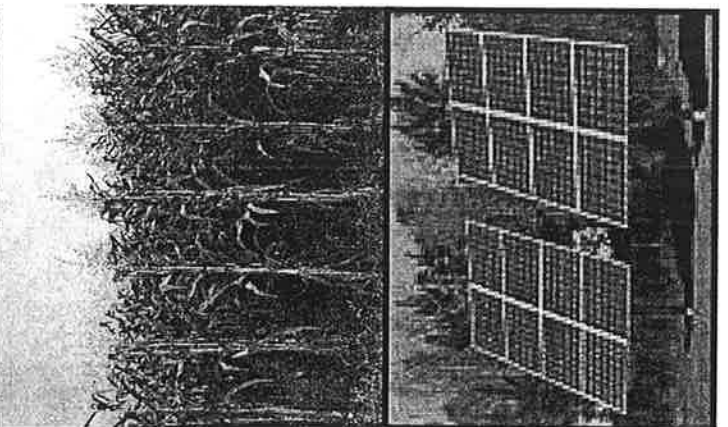
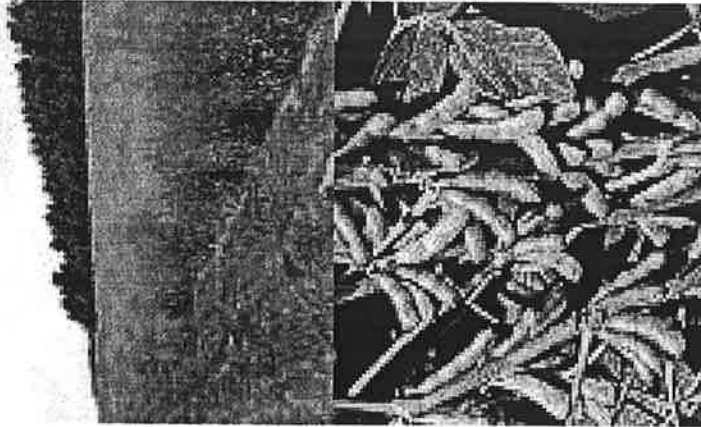


- 1. El assessment**
- 2. Prepare El plan with projected savings and costs**
- 3. Provide input for state El policy**
- 4. Designate El Coordinator (EO 192)**



# El Community Outcomes

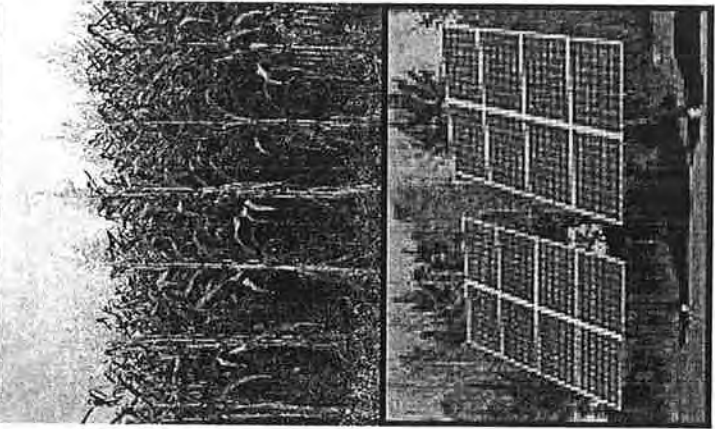
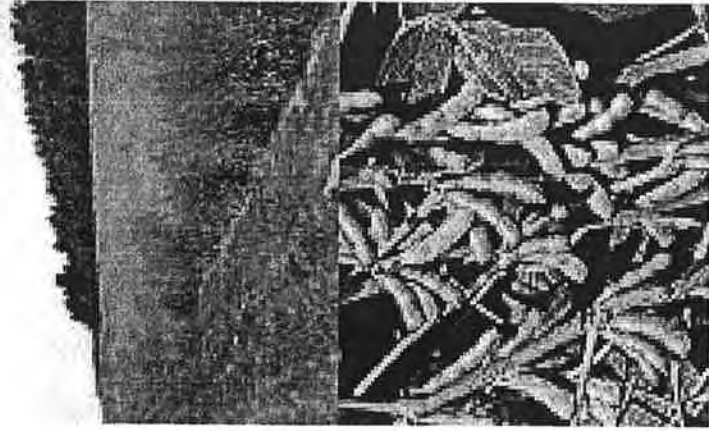
- \$\$ savings for operating budgets
- Energy savings
- Technical assistance
- Creation of a statewide community





# EI Community: Kindred Efforts

- The Natural Step (TNS) Eco-Municipality model
- “Sustainable” Communities
- Solar cities (US DOE)
- U.S. Conference of Mayors Climate Protection Agreement
- LEED™ Neighborhoods



# EI Community Difference

## Philosophy

Eco-Municipality  
TNS

## Program

Wisconsin  
EI Communities

## Tools

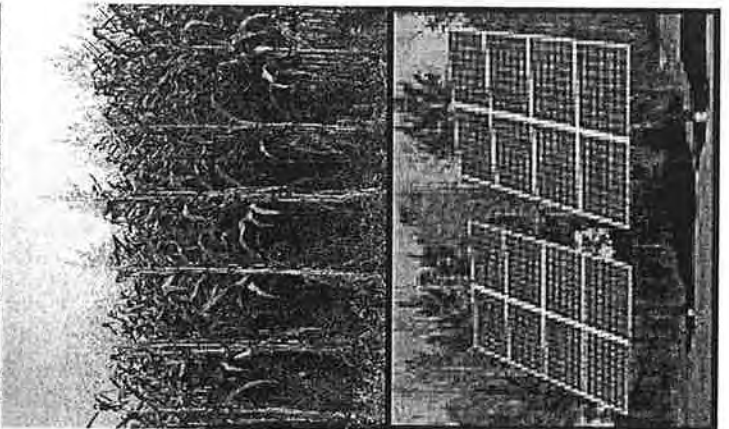
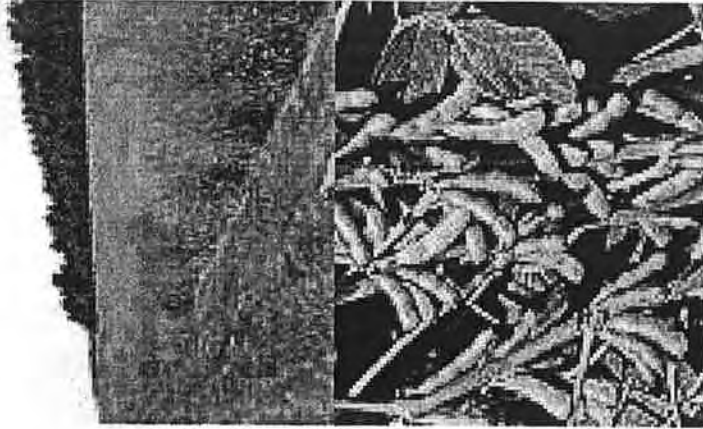
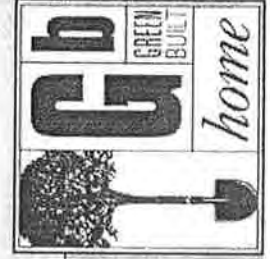
Energy Star



LEED™



GreenBuilt Home





# El Community U.S. Conference of Mayors

## Climate Protection Agreement -

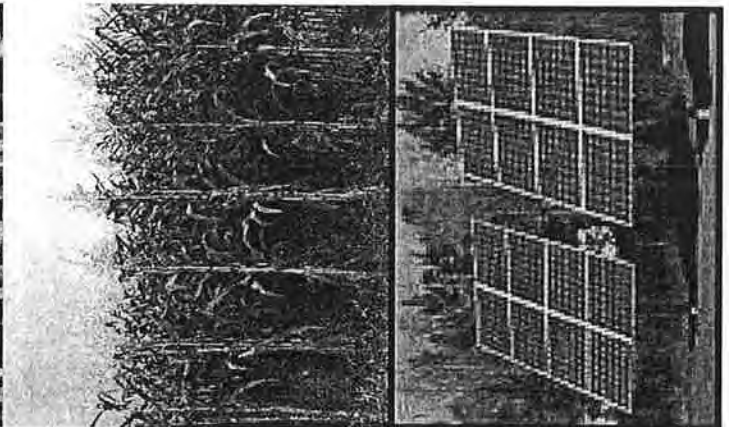
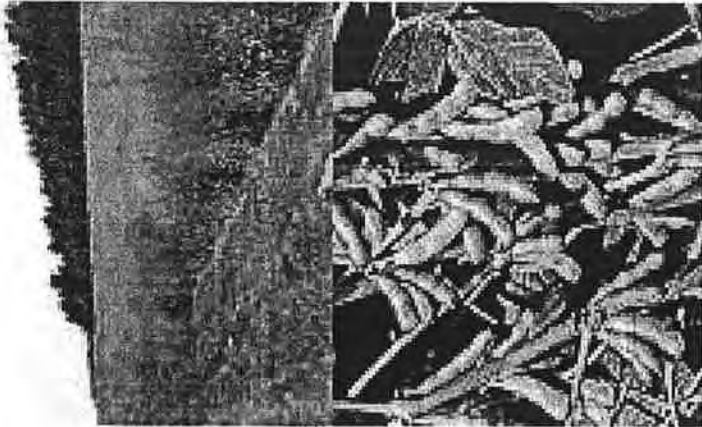
June, 2005 - 141 mayors signed the Agreement.  
March, 2008 - 800 mayors have signed

### Under the Agreement, participating cities commit to take following 3 actions:

- Strive to meet or beat the Kyoto Protocol targets in their own communities, through actions ranging from anti-sprawl land-use policies to urban forest restoration projects to public information campaigns;
- Urge their state governments, and the federal government, to enact policies and programs to meet or beat the greenhouse gas emission reduction target suggested for the United States in the Kyoto Protocol -- 7% reduction from 1990 levels by 2012; and
- Urge the U.S. Congress to pass the bipartisan greenhouse gas reduction legislation, which would establish a national emission trading system

### Cities in Wisconsin:

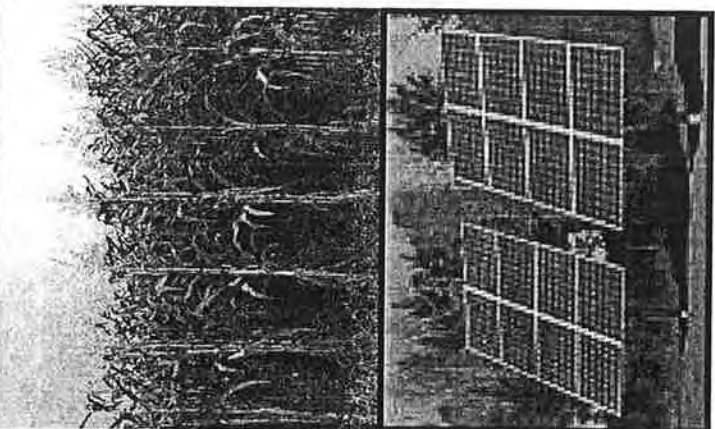
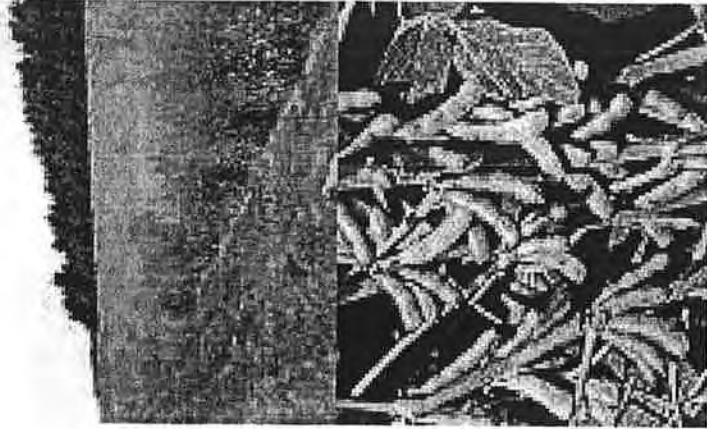
Ashland; Greenfield; Kenosha; La Crosse; Madison; Milwaukee; New Berlin; Oshkosh; Racine; River Falls; Stevens Point; Superior; Washburn; Waukesha; Wauwatosa; West Allis



# EI Community Advantage- Celebrating Community

Celebrate communities as –

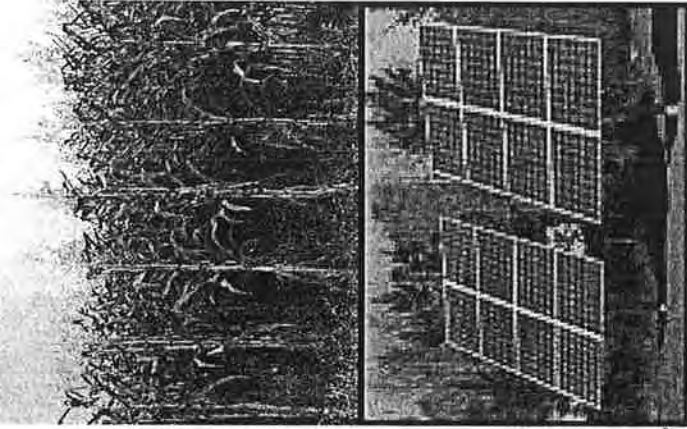
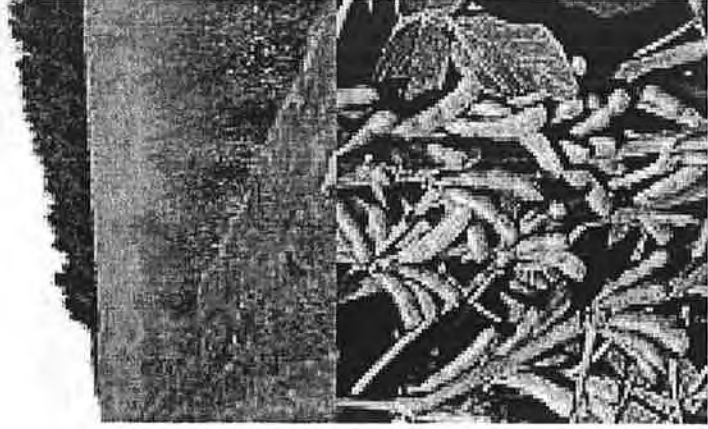
- Building blocks for EI (zoning, ordinances, neighborhoods, etc)
- Place for innovation
- Place where individual actions can be seen





# El Community Advantage - Fostering Innovation

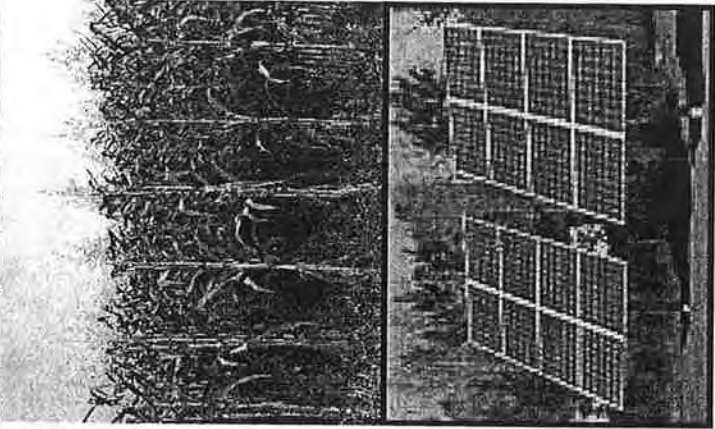
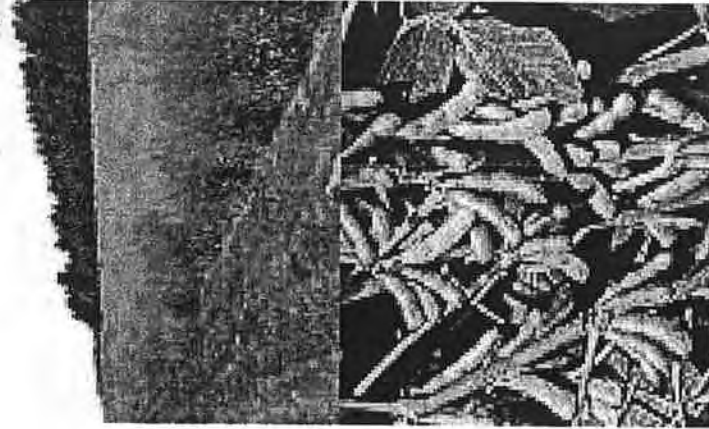
- Running Blair on canola oil?
- Community-owned wind?
- Battery-operated cars for meter maids?
- LEED-certified neighborhoods?
- Distributed energy from diverse feed stocks?
- Waste-to-energy?
- Farmers' neighbors owning digesters and getting 100% energy from them?
- Solar parks on brownfields?



# EI Community WI Examples...

## Madison Highlights –

- Completed fleet vehicle & public transit study to increase fuel efficiency and use of biofuels
- Completed Natural Step training for city staff
- Identified initial projects to produce momentum and financial savings to reinvest
- US DOE Solar City designation & funding
- Sustainable Design & Energy City Committee



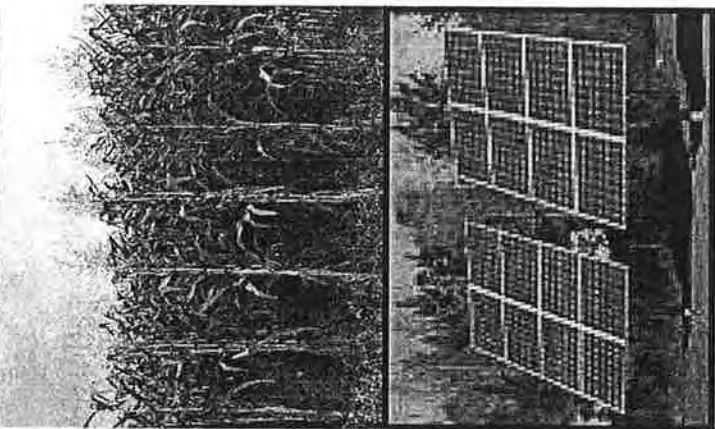
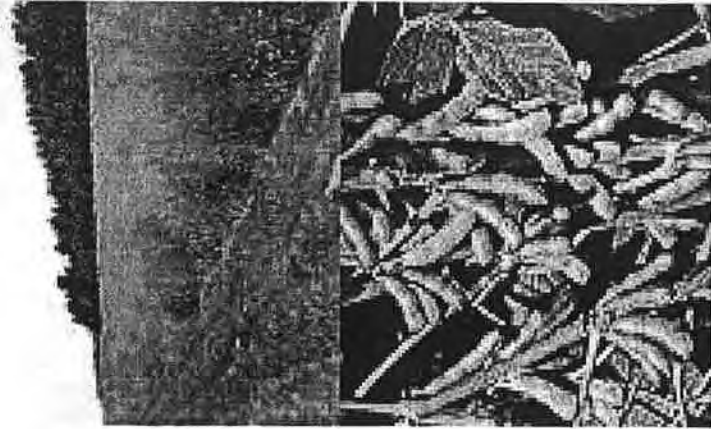


# EI Community WI Examples...

## Chequamegon Bay

- Cities of Ashland, Washburn, Bayfield & Town of Bayfield
- Developed joint strategic plan with collective goals, objectives, and cooperative methods
- Increased Bay Area Rural Transit bus service
- Staffed Sustainable Chequamegon Center
- Community education and activity programs, free Earth Care Booklet of house-hold tips

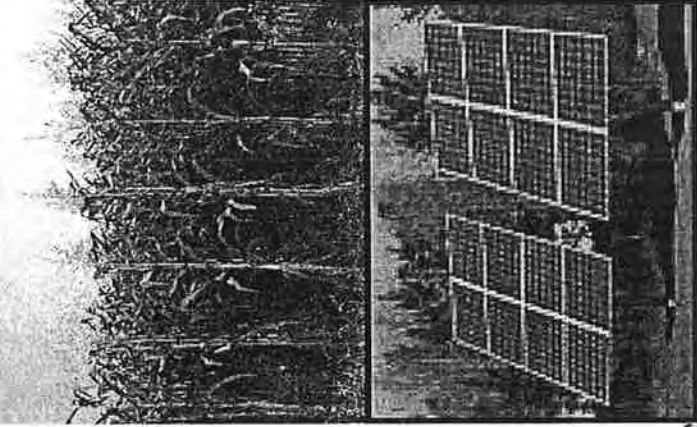
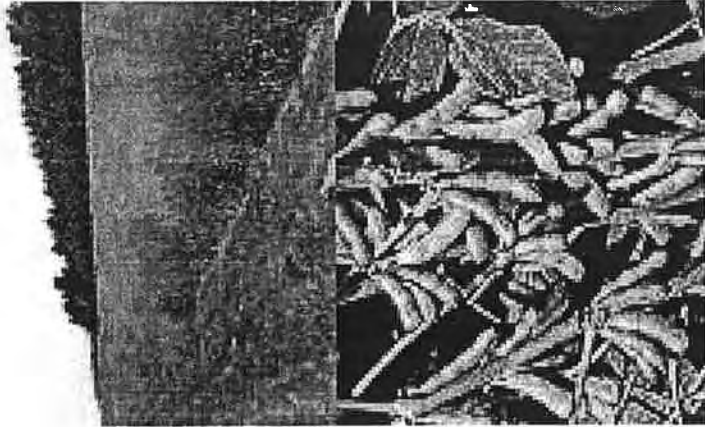
<http://www.allianceforsustainability.org/>



# EI Community WI Examples...

## River Falls

- Northwest WI - Population: 13,686
- Campus off the Grid – Governor Doyle, July 2006
- Community Wide Support
  - Campus off the Grid energized community
  - WPPI local utility leading community Plan
  - WPPI & Community funding Campus off the Grid work





# EI Community Resources

## Federal:

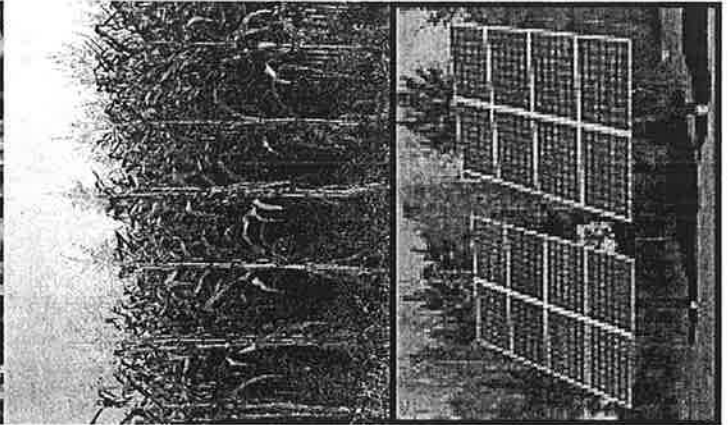
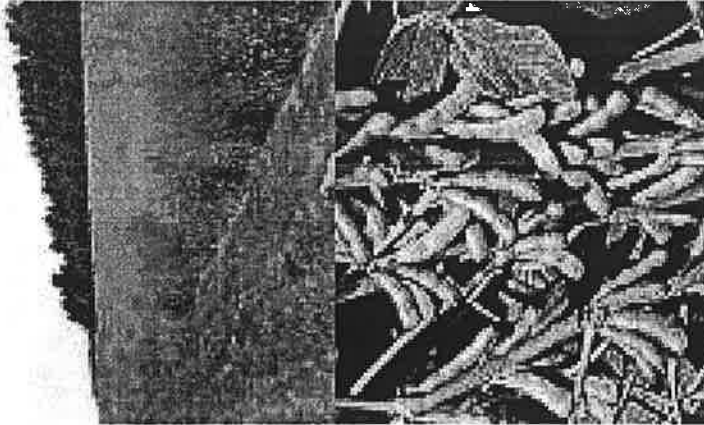
- DOE (new in Energy bill) - \$2 billion block grant
- USDA (new in Farm bill)

## Foundation:

- Community & Utility Foundations
- Leverage Challenge grants by others

## Existing:

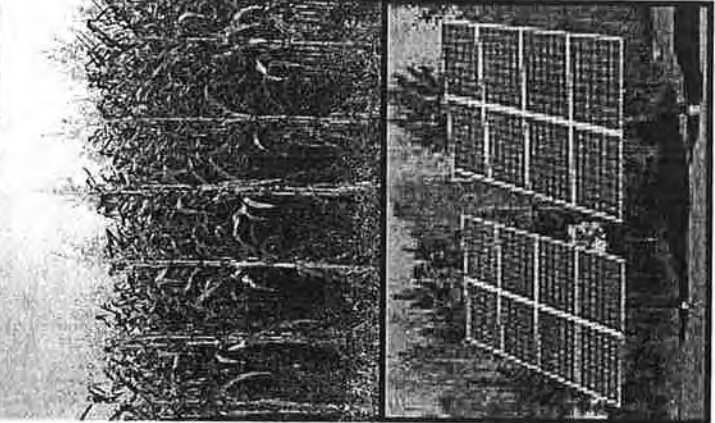
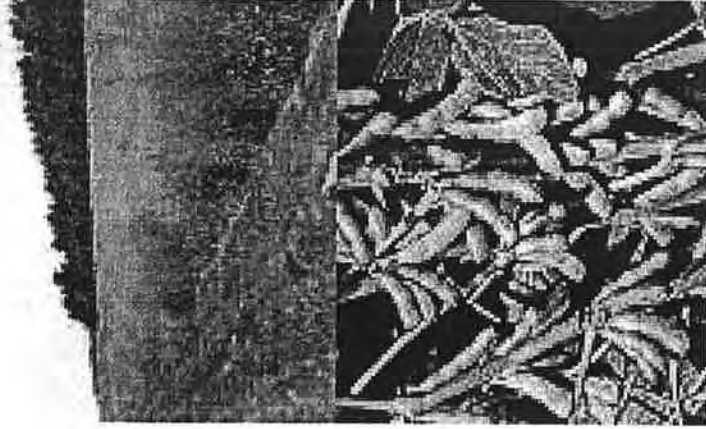
- OEI Federal funds
- FOE Energy Audits
- Municipalities
- Rural Electric Cooperatives



# EI Community Resources

State Agencies & UW System – existing programs

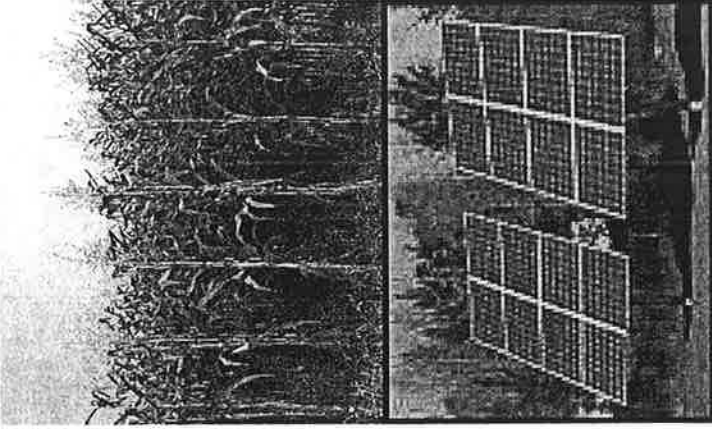
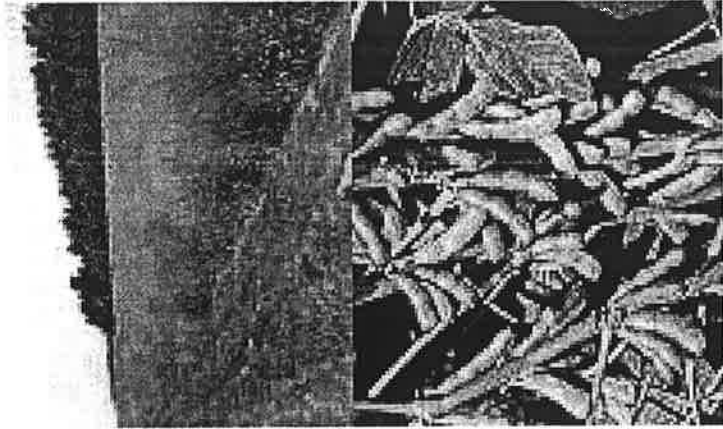
- OEI coordinates to match with community needs
- ID barriers to overcome
- Shape programs for future





# EI Community Next Steps

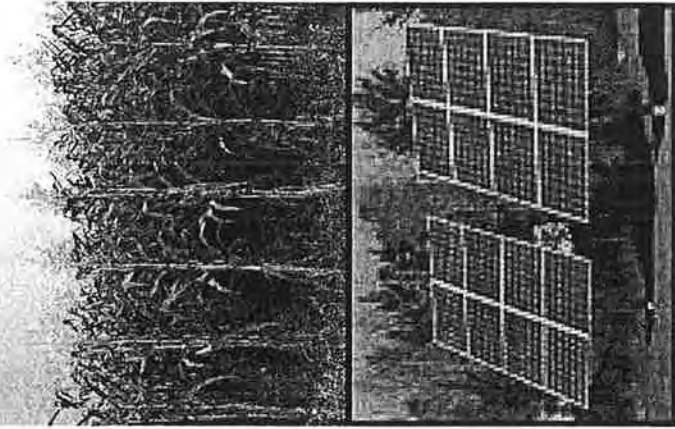
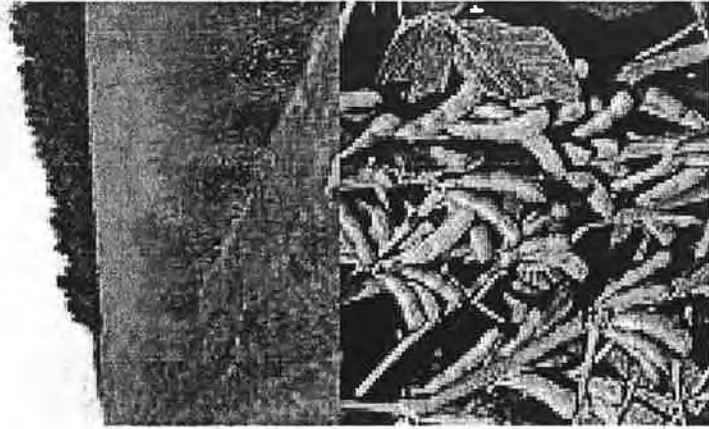
1. Governor Announces by mid-April
2. Cabinet Team “adopts” certain communities
3. OEI helps coordinate
4. All managed through website
5. Coordinated communications team



# EI Community:

## Conclusion

1. Combine leadership of Governor & Local elected officials
2. Move energy independence goals forward
3. Make Wisconsin national model for state-local EI partnership
4. Build on kindred efforts
5. Help everyone participate in EI



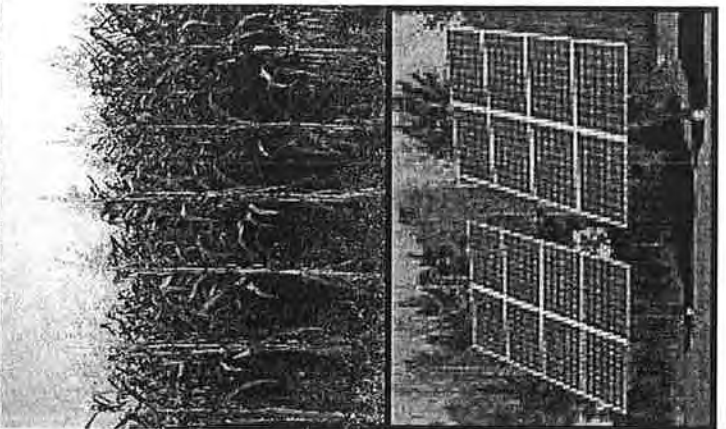
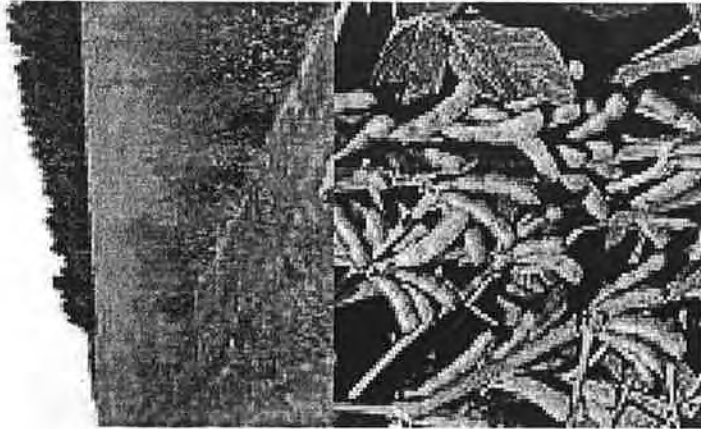


# Energy Independence Communities

Partnering to Achieve 25 x 25

Brian Driscoll  
Community Relations  
Office of Energy Independence

[Brian.driscoll@wisconsin.gov](mailto:Brian.driscoll@wisconsin.gov)  
(608) 261-8146





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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

**Subject:** Results of the Stoughton Utilities 2019 Lead and Copper Sampling Program

In accordance with regulations set by the Wisconsin Department of Natural Resources (DNR), Stoughton Utilities collects water samples from 30 homes each year, and tests those samples to determine the amount of lead and copper that is present in those homes' drinking water. These samples are taken from inside the homes at a faucet that provides drinking water. This water quality monitoring recently found elevated levels of lead that exceed the action level in six of those 30 homes.

Although no level of lead is considered completely safe, the Environmental Protection Agency (EPA) and DNR set a level of 0.015 mg/L (15 parts per billion). During the 2019 lead and copper sampling, the Stoughton Municipal Water System exceeded the 90<sup>th</sup> percentile level, meaning that more than 10% of the samples tested contained a level of lead greater than 0.015 mg/L.

We are viewing this as an opportunity to continue to further educate the community about the danger of lead and what they can do to determine if their home is affected to minimize any risk, as well as develop ways for the utility and municipality to eliminate lead from the drinking water system.

We have reached out and communicated with important community stakeholders to inform them of the results of this sampling, including elected officials, clinics, hospitals, schools, and daycare providers. Notifications were also provided to all residences that were sampled, informing them of the results of their home, as well as the overall sampling results. Stoughton Utilities wanted to be proactive in our notification process and to provide the community with information about what the sampling means, and the impact it might have on their neighborhood and facility. By first informing and educating these stakeholders, we were able to engage members of the Utilities Committee and City Council, as well as the community to help further our education efforts.

Following the contacts made to community stakeholders, we were contacted by both local and regional media. We provided the reporters with interview, the sampling results, our educational materials, and our plans for the future.



As a result of the recent sampling results, Stoughton Utilities has either already initiated, or will be initiating the following actions:

- Engage in additional community education and outreach,
- Conduct additional sampling,
- Continue to remove lead service lines that are publicly-owned by the water utility, including prioritizing these neighborhoods for street reconstruction projects,
- Continue to encourage the removal of lead service lines that are privately-owned by property owners,
- Engage the Utilities Committee and Stoughton City Council to enact an ordinance requiring property owners to replace lead service lines present on the private side of the water system,
- Engage the Utilities Committee and Stoughton City Council to formalize a lead service line replacement program and a mechanism for providing funding assistance to property owners, and
- Provide a water filtration pitcher at no cost to homes served by lead service lines where residents may be at a higher risk of the health impacts from lead, such as homes with young children or expectant mothers.
- Collaborate with the DNR to achieve the requirements required of the utility following exceedance of the action level,

Stoughton Utilities previously exceeded the action level in 2014. The 2019 sampling results indicated lower levels of lead were present at the affected homes' faucets than the 2014 results. Following the 2014 exceedance, a subsequent round of sampling occurred, which returned our system to a sampling status below the action level. As part of the proactive strategy that we are undertaking, we will again engage in subsequent rounds of testing and anticipate returning to the pre-action level status.

There are 4,709 service lines in the Stoughton community, and we estimate that 755 of these are constructed at least partially with lead pipe, with 596 having lead on the public side. As part of this year's street reconstruction project, the public side of 75 of these lead services will be replaced, and five homeowners will be replacing their private side. Stoughton Utilities has also consistently replaced public lead service lines during street reconstruction projects in past years, removing approximately 175 public lead service lines in the past ten years.

It is important to note that the DNR approves the sampling sites that they believe to have the greatest potential to have actionable lead levels. Of the 30 approved sample sites, six sites had results higher than 15 parts per billion. We have no reason to believe at this time that these levels are indicative of the water quality at the other lead service locations, or at the 85% of locations not served by lead service lines. However, we will be proactive in our response to this situation.

## 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](http://www.epa.gov/lead).

To view Stoughton's most recent Water Quality Report, please visit [ccr.stoughtonutilities.com](http://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](http://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.

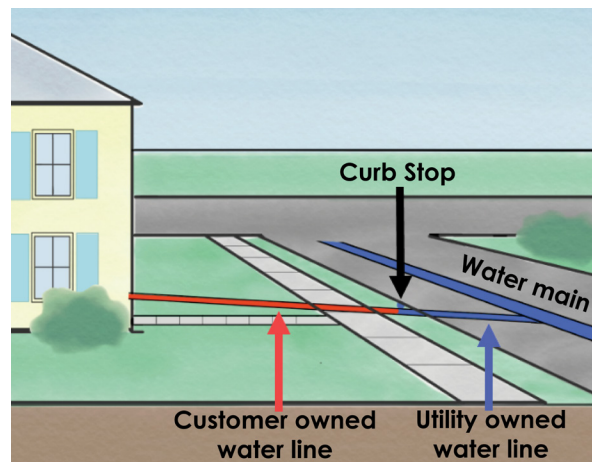
There are a number of factors that can contribute to the amount of lead that enters your drinking water, including the corrosivity of the water, the temperature of the water as it passes through the pipes, and the length of time the water stays in the pipes. Hot water and water that has been sitting 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](http://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](http://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.

# How to identify a lead water service line



1. Gather the necessary tools. You will need a flathead screw driver and a magnet.
2. Locate the water service line coming into your building. This is typically found coming into the basement through the wall or floor. Connected to that pipe there should be a valve, followed by the water meter.
3. Locate the pipe test area. Test the section of pipe between where the pipe comes into the building and the first valve. If it is covered or wrapped, expose a small area to test.
4. Use the flat edge of the screwdriver to scratch through any outside corrosion on the pipe.
5. If the scraped area is shiny and silver, your service line is lead. A magnet will not stick to lead.
6. If the scraped area is copper in color like a penny, then your service line is copper. A magnet will not stick to copper.
7. If the scraped area remains a dull gray and the magnet sticks to the pipe, then your service line is galvanized steel.



Lead Pipe



Copper Pipe



Galvanized Steel Pipe

# What to do if you have a lead water service line



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. Replacement of the privately-owned water service line will be done at the homeowners expense and costs on average \$3,000 - \$5,000. A licensed plumber can provide you with a price quote for your property.

Stoughton Utilities will provide a water filtration pitcher at no cost to homes served by lead service lines where residents may be at a higher risk of the health impacts from lead, such as homes with young children or expectant mothers. These water pitchers are NSF/ANSI 53 certified to reduce lead levels in your drinking water. If a member of your household is at a higher risk, simply bring a picture of your lead water service line into our office during business hours so that we can verify that your water service line is lead.

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



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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

Brian R. Hoops  
Stoughton Utilities Assistant Director

**Subject:** Invitation to Attend the WPPI Energy Annual Meeting

The 2019 WPPI Energy Annual Meeting will be held on Thursday, September 19, 2018 at the Osthoff Resort in Elkhart Lake, WI. A meeting of the WPPI Energy Board of Directors will follow on Friday, September 20.

The annual meeting program will begin at 8:45 a.m., with a breakfast buffet provided beforehand. Lunch will also be provided during the day's program.

If you are interested in attending the WPPI Energy Annual Meeting, you can register online at <http://annualmeeting.wppienergy.org>, or you can inform Brian Hoops and he will take care of your registration. Please register by Friday, August 30. Stoughton Utilities will reimburse mileage expenses for your travel to and from the meeting upon request.

If a quorum of the Utilities Committee may be present, the appropriate public notice will be posted as required by law.

# THE POWER OF GREAT PLACES

WPPI ENERGY ANNUAL MEETING • SEPTEMBER 18-20, 2019



THE OSTHOFF RESORT  
ELKHART LAKE, WIS.



**Helping to make our member communities great places to live and work...**

This describes the mission of our member-owned joint action agency and is the driving force for all that our membership accomplishes together. Partnering through WPPI Energy helps our 51 not-for-profit utilities gain the advantage of strength in numbers while retaining community control of this valuable local asset.

Working together, member utilities share both their longstanding experience and a singular focus on customers and the community. We hope you will be able to attend this year's annual gathering of members and staff to engage on industry issues and the ways in which we can continue to strengthen "The Power of Great Places" together.

**#WPPIEnergyAnnualMeeting**

## REGISTRATION

[ANNUALMEETING.WPPIENERGY.ORG](https://annualmeeting.wppienergy.org)

[rsvp@wppienergy.org](mailto:rsvp@wppienergy.org) • 608-834-4537

Contact Kayla Pierce,  
Member Relations Coordinator,  
with any questions.

## ACCOMMODATIONS

**THE OSTHOFF RESORT**

101 Osthoff Avenue  
Elkhart Lake, WI 53020-0151

Call (855) 876-3399

Request the WPPI Energy room block.

Visit [annualmeeting.wppienergy.org](https://annualmeeting.wppienergy.org)  
for a custom link to online reservations.

The rate of \$169 expires Monday, August 19.

PLEASE  
RESPOND BY  
**FRIDAY,  
AUGUST 30.**

## SCHOLARSHIP OPPORTUNITY

WPPI Energy will provide one hotel accommodation scholarship per member for an elected or appointed public official attending the annual meeting.

If applicable, decide locally what official will use the scholarship and indicate so in the registration process.



# PRE-MEETING ACTIVITIES

## WEDNESDAY, SEPTEMBER 18

### **3rd Annual Public Power Open**

Join friends and colleagues for a just-for-fun, scramble-style golf event. WPPI Energy will coordinate foursomes for those interested in playing at the Quit Qui Oc Golf Club. Shot-gun start will be at 10 a.m. The cost is \$45 per player and includes 18 holes, greens fees and cart. Lunch will be provided.

### **Join us for a Pontoon Boat Ride**


Enjoy a boat ride around beautiful Elkhart Lake. Pontoon boat rides will be available every 30 minutes from 3 p.m. – 6 p.m. Sign-up required with registration.

### **Hosted Reception**

Gather for refreshments on the Lake Deck starting at 5 p.m. (Elkhart Lake Ballroom if inclement weather). A casual grill-out style dinner will be provided. Make your way over to the bonfire at 8 p.m. to cap the night off.

# AGENDA

## THURSDAY, SEPTEMBER 19

6:00 a.m.	<b>Public Power Walk – NEW!</b> Get moving early and enjoy a sunrise walk to take in the sights of the beautiful lake, resort and Village of Elkhart Lake. We'll meet in the lobby at 6 a.m. for our one-mile casual trek.	
7:00 a.m. – 8:30 a.m.	<b>Breakfast Buffet</b>	Palm Garden – D E F
8:45 a.m.	<b>Program</b>	Palm Garden – A B C
11:45 a.m.	<b>Member Awards Program</b>	
Noon	<b>Lunch</b>	Palm Garden – D E F
1:15 p.m.	<b>Program</b>	Palm Garden – A B C
3:45 p.m.	<b>Adjourn</b>	
5:00 p.m.	<b>Reception &amp; Dinner</b> Thursday evening will be a casual event with cocktails, dinner and entertainment provided by a walking magician. Dinner will be an offering of specialty food stations. Weather permitting, a lakeside bonfire will take place from 8 p.m. to 11 p.m.	Elkhart Lake Ballroom  Ryan Martin

## FRIDAY, SEPTEMBER 20

7:00 a.m.	<b>Breakfast Buffet</b>	Palm Garden – D E F
8:00 a.m.	<b>Board of Directors Meeting</b>	Palm Garden – A B C

# PROGRAM PREVIEW

## STATE OF WPPI ENERGY IN 2019



**Mike Peters**  
President & CEO  
WPPI Energy



**Jeff Feldt**  
Chair, Board of Directors  
General Manager  
Kaukauna Utilities

## THE ELECTRIC INDUSTRY Perspectives on Current Issues, Challenges and Future Opportunities



**Steve Mitnick**  
Editor-in-Chief  
*Public Utilities Fortnightly*  
Washington D.C.

## FUTURE WISCONSIN PROJECT



**Wade Goodsell**  
Executive Director  
WMC Foundation  
Madison, Wis.

## JOINT ACTION AGENCY PANEL



**Kevin Gaden**  
President & CEO  
Illinois Municipal Electric Agency



**Dave Geschwind**  
Executive Director & CEO  
Southern Minnesota Municipal  
Power Agency



**Tom Heller**  
CEO  
Missouri River Energy Services

# KEYNOTE

## DECODING YOUR CUSTOMERS: PERFECTING THE CUSTOMER EXPERIENCE

The hallmark of public power is serving customers well. It's what our locally owned utilities do day in and day out. In order to continue providing exceptional customer service, it is important to understand their evolving expectations.

By combining the content of the traditional presentation with the entertainment value of a comedy show, Jeff Havens will concentrate on the human behaviors that have brought the customer experience in all industries to where it is today. He'll tell us how to meet their needs – not only today, but into the foreseeable future.



**Jeff Havens**  
Midland, Mich.

**WISCONSIN**

Algoma  
Black River Falls  
Boscobel  
Brodhead  
Cedarburg  
Columbus  
Cuba City  
Eagle River  
Evansville  
Florence  
Hartford  
Hustisford  
Jefferson

Juneau  
Kaukauna  
Lake Mills  
Lodi  
Menasha  
Mount Horeb  
Muscodia  
New Glarus  
New Holstein  
New London  
New Richmond  
Oconomowoc  
Oconto Falls  
Plymouth

Prairie du Sac  
Reedsburg  
Richland Center  
River Falls  
Slinger  
Stoughton  
Sturgeon Bay  
Sun Prairie  
Two Rivers  
Waterloo  
Waunakee  
Waupun  
Westby  
Whitehall

**MICHIGAN**

Alger Delta CEA  
Baraga  
Crystal Falls  
Gladstone  
L'Anse  
Negaunee  
Norway

**IOWA**

Independence  
Maquoketa  
Preston



1425 Corporate Center Drive  
Sun Prairie, WI 53590-9109  
Ph: (608) 834-4500

[www.wppienergy.org](http://www.wppienergy.org)



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Stoughton, WI 53589-0383

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

**Subject:** Utilities Committee Future Agenda Item(s)

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



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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** August 13, 2019

**To:** Stoughton Utilities Committee

**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director

Bryce A. Sime  
Stoughton Utilities Electric System Supervisor

**Subject:** Tour of the Stoughton Utilities West Substation

A tour of the Stoughton Utilities West Electrical Substation, located at 3221 McComb Road, is scheduled to take place immediately following the August 19, 2019 meeting of the Stoughton Utilities Committee. Members of the Stoughton Utilities Committee are invited to attend.