December 29, 2016

TO ALL UTILITY COMMISSION MEMBERS:
GERRY WARNER
BOB MULLEN
JERRY FREY
DAN CASEY
PAT BECKER

This is to inform you that there will be a Utility Commission Meeting on **January 10, 2017 at 7:30 a.m.** in the Administrator's office at the Civic Center.

1. Call to order
2. Adoption of agenda
3. Approval of previous commission meeting minutes (November 17, 2016)
4. Approval of bills and disbursements – November 2016 and December 2016
5. Public Comment
6. Request for Sewer Credit – Marlene Haugen
7. DNR
8. Hydro Corp Contract
9. Staff Reports
10. Communications and miscellaneous correspondence
11. Adjourn

Mike Darrow
Utility Manager

A majority of the members of the New Richmond City Council may be present at the above meeting.

Pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W. 2nd 408 (1993) such attendance may be considered a meeting of the City Council and must be noticed as such, although the Council will not take action at this meeting.

NEW RICHMOND UTILITY COMMISSION MINUTES

November 17, 2016

The regular meeting of the New Richmond Utility Commission was held on November 17, 2016 at 3:30 p.m. at the Civic Center.

Pat Becker called the meeting to order at 3:30 p.m.

Members Present: Jerry Frey, Bob Mullen, Gerry Warner, and Pat Becker. Dan Casey via phone.

A motion was made by Gerry Warner to approve the agenda, seconded by Bob Mullen, and carried.

A motion was made by Gerry Warner to approve the minutes of the October 18, 2016 meeting, approve bills and disbursements, seconded by Jerry Frey, and carried.

Public Comment: None

Employee Handbook Update:
Kari Kraft gave a brief update on the employee handbook. The initial updates started with a consulting group. They had the following suggestions:

- Labor Attorney approval – made some suggestions
- Executive showing of changes to handbook-subject to Council approval
- Significant changes:
    - Changes probation period - orientation
    - Most significant change was the PTO & leave policies

The process to update and revise the handbook took approximately two years. Bob Mullen moved to support the updated Employee Handbook, seconded by Gerry Warner, and carried. The Employee Handbook will now be sent to the City Council.

Strategic Plan:
Mike Darrow updated the group on Strategic Planning. Mike thanked the members for meeting with him one on one. Items include the following items:

- Planning Capital
- Strategic Plan – replacing Utility Commission
- Look at Territorial agreements

The Strategic Plan will be brought back to the Utility Commission the beginning of 2017. This will be New Richmond Utilities first Strategic Plan.

Proposed 2017 Utility Budget:
Rae Ann Ailts thanked the Commission members for meeting with Mike and herself. An overview of the highlights of the 2017 Budget were given. Some of the highlights included:

- Staffing perspective- feel we are staffed effectively
- Debt perspective
- 2017 Capital improvements
- New Wellness Program through Health Insurance
- North 4th Street design process
- Additional funds for the 2017 Comprehensive Plan

Motion was made by Gerry Warner to accept the budget as presented, seconded by Jerry Frey, and carried.

Uncollectible Special Assessments & Delinquent Utilities:
At the last meeting Rae Ann updated the Commission on the special assessments that were sent to tax roll for collection. The County has informed the City the proceeds from the sale of Whispering Prairie Development were not sufficient to cover the assessments. Therefore, in 2016 the Utility will

need to write the $18K bad debt off as uncollectable with Whispering Prairie. Motion was made by Bob Mullen to approve writing off the amount of $18K, seconded by Gerry Warner, and carried.

Department Reports

Bob Meyer, Water Superintendent:
Fall flushing is being completed. Lakeside Foods will be finished with production by the end of the week. Street projects are winding down. There was a waterline replaced on West 1st Street. Meters & cross connection inspections are scheduled with Hydrocorp. Jetting still needs to be completed. There was a water leak on East 1st street that has been repaired. Water disconnections have begun.

Steve Skinner, Lead Wastewater Treatment Plant Operator:
The influent sampler has been repaired. The Huber Fine Screen brushes have been installed. The final invoice came in below the original quote. The gravel bed nursery trees have been planted. Greg Hermansen completed his first test for Wastewater Certification. Steve and Greg are collecting and testing additional wastewater samples for MSA to see if biological treatment for phosphorus removal will work.

Tom Rickard, Electric Superintendent:
The new service to Taco Bell, R3 Sons, and Aldi's is finished. All the ground work is completed for Dorset Lane lighting. The permanent transformer is in place for the ESR Building. The ground work is approximately half done for the new DQ building. The ambulance transformer has been relocated and the old transformer removed. The Electric Department assisted DOT with replacing street light cabinets. The street lights on North Shore Drive are 60% complete. The street lights on East & West River Drive are installed. Lots of new services and locates continue to take place. Tom commended his staff on getting all this work completed before the weather turns.

Jeremiah Wendt, Director of Public Works:
We are starting to work with MSA for the Facility Plan and Phosphorous Optimization Process. This is requiring more sample collections and testing. The gravel bed project has been taken on by the Wastewater staff, saving the City thousands of dollars. This project produced approximately 80 trees which have been planted throughout the City of New Richmond. Jeremiah commended Dave Pufall on the time he has spent working on the Street and Utility projects. Pat Howell has taken the lead on the private well permit process. There were 80 properties that needed to be contacted to either procure a permit or to abandon the private well. The Itron water meter conversion has been completed.

Rae Ann Ailts, Finance Director:
Rae Ann gave an overview of the Metrics and Financial Reports for 3rd quarter 2016. Through lien processing, a little over $6,000.00 was sent to Tax Roll this year. This dollar amount is down from last year. Rae Ann commended staff on their collection efforts. The utility office averages 300 electric and water disconnections throughout the year.

Weston Arndt, WPPI Energy Services Rep:
Customer Work
Temporary power monitoring results from Table 65 provided the customer with correlation to the weather and how signicant their cooling costs are for the business. This is evident across most residential and commercial customers, impacting some more than others. Customer work also included St Luke's Church, Westfields Hospital, Wisconsin Lighting, Federal Foam Technologies, and Phillips Medisize.

Clean Power Plan
With the November 8 election results causing a shift to republican control in Washington, it is expected that the EPA's Clean Power Plan will be revoked. This will cause only a slight modification of WPPI Energy's business plan. Overall, the change is minimal and immediate impacts are negligible.

APPA Legislative Rally

Save the Date – 2017 APPA Legislative Rally – February 27 – March 1. The annual rally is crucial to ensuring that US Senators and Congressional members hear the voices and concerns of WPPI Energy members. As local elected officials, commissioners and utility managers, our members are well positioned to influence policy and to represent the public power community as a whole. The next legislative session will bring a change of administration and single party control to Washington, D.C. and we believe there will be a strong appetite for tax reform. Protecting tax-exempt municipal bond financing will be critical in the upcoming legislative session.

WPPI Energy will be mailing out information about the APPA Legislative Rally within the next week or so. Please note that all attendees are eligible for a travel grant to help mitigate the costs of attending this important event. WPPI Energy offers an all-expenses paid grant for the chief elected official from each WPPI Energy member community and an airfare grant for all other attendees.

Focus on Energy New Homes Program

The Wisconsin Public Service Commission is requesting energy usage data for new homes built in 2015 and 2016. I've been compiling data in support of their request.

Municipal Street Lighting – Focus on Energy

There were no financial incentives through Focus on Energy for municipal streetlighting in 2016. We have advocated to program administrators to bring them back. We are hopeful they will be back in 2017, which can help us complete LED upgrades that haven't been completed yet.

Noah Wiedenfeld, Management Analyst:

Noah Wiedenfeld updated the commission on the more than $300,000 in grants received in 2016. Some of the notable grants received include a $145,000 grant for the Fire and Rescue Department, numerous smaller grants for the Parks Department, a $10,000 Wisconsin DNR Urban Forestry Grant for an Emerald Ash Borer Management Plan, and a $42,500 Urban Nonpoint Source Pollution Grant for retrofitting an existing stormwater pond to reduce pollutants in the Paperjack Creek. City staff are continuing to apply for additional grant opportunities as they're made available for other projects, such as the Police K-9 unit.

Mike Darrow, Utility Manager:

There have been interviews and a series of webinars on the Emergency Software Plan. The intent is to utilize emergency and nonemergency phone contacts. This will enable quick notification to residents in both critical situations such as a tornado to updating customers on street projects. Comprehensive Plan interviews were done today. Mike will be contacting River Falls to pursue cost sharing in regards to extraterritorial mapping, strategies, and policies. Jeremiah Wendt and Mike toured the Monarch Paving Plant. Currently there will not be a Utility Commission meeting during the month of December. The next meeting will take place in January 2017.

A motion was made by Gerry Warner to go into closed session per State Statute 19.85 (1)(c) – Non-union wages - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, seconded by Jerry Frey, and carried.

A motion to approve salaries and wages as presented during closed session was made by Gerry Warner, seconded by Bob Mullen, and carried.

There being no further business, a motion was made by Gerry Warner to adjourn, seconded by Bob Mullen, and carried. The meeting adjourned at 4:40 p.m.

Pat Becker, President

Gerry Warner, Secretary

New Richmond Utilities

NOVEMBER 2016
Check Register

Check #	Date	Amount	Vendor Name	Description
001326	11/4/2016	8,874.36	US BANK CORPORATE PAYMENT SYSTEM	ELECTRIC DEPT OCT PCARD INV
001327	11/1/2016	6,567.50	WI ENVIRONMENTAL IMPROVEMENT	INTEREST PAYMENT
001328	11/11/2016	54,078.43	CITY OF NEW RICHMOND	PAYROLL 11/11/16
001329	11/11/2016	3,528.50	CHAPMAN METERING	FIELD TESTS
001330	11/11/2016	3,601.40	CITY OF NEW RICHMOND	MONTHLY BILL
001331	11/11/2016	682.50	CITY OF NEW RICHMOND	EMPLOYEE CHRISTMAS FUND
001332	11/11/2016	8,741.59	CITY OF NEW RICHMOND	INSURANCE
001333	11/11/2016	7,573.23	CITY OF NEW RICHMOND	RECYCLING
001334	11/11/2016	5,000.00	CITY OF NEW RICHMOND	RENT
001335	11/11/2016	22,733.34	CITY OF NEW RICHMOND	STORM WATER
001336	11/11/2016	228.00	COMMERCIAL TESTING LABORATORY	COLIFORM BACT
001337	11/11/2016	45.00	DAKOTA SUPPLY GROUP INC	ELECTRICAL TAPE
001338	11/11/2016	313.60	DIGGERS HOTLINE, INC.	SEPTEMBER ADD'L TICKETS
001339	11/11/2016	215.60	GOLDCOM VOICE & DATA SUPPLY	RED MARKING PAINT, SPLICE KIT
001340	11/11/2016	285.00	HYDRODESIGNS	CROSS CONNECT INPECT SVC
001341	11/11/2016	5,553.87	NEW RICHMOND UTILITIES	OCT CTOC COLLECTIONS
001342	11/11/2016	2,535.00	QUALITY FLOW SYSTEMS, INC.	REPAIR PUMP
001343	11/11/2016	22,034.00	TJADER & HIGHSTROM	N SHORE DR ROAD MOVE
001344	11/11/2016	567.00	WISCONSIN PUBLIC POWER INC	1 SOLAR PANEL SOLD
001345	11/11/2016	25.00	WISCONSIN STATE LAB OF HYGIENE	FLUORIDE TEST
001346	11/15/2016	33,000.00	LOCAL GOVERNMENT INVESTMENT POOL	NOV16 INVESTMENTS LGIP#5,8,10
001347	11/15/2016	81,850.00	LOCAL GOVERNMENT INVESTMENT POOL	NOV16 INVESTMENT LGIP#7,9,11
001348	11/28/2016	609,780.95	WISCONSIN PUBLIC POWER INC	OCT PURCHASED POWER & SUPPORT
001349	11/21/2016	14,224.00	LOCAL GOVERNMENT INVESTMENT POOL	OCT WTR IMPACT FEE & SAC CHG
001350	11/18/2016	1,143.64	CITY OF NEW RICHMOND	STREET & UTILITY IMPROVEMENTS
001351	11/18/2016	101.50	CITY OF NEW RICHMOND	BENEFIT EXTRAS MO FSA, HRA, AD
001352	11/18/2016	454.61	CITY OF NEW RICHMOND	DISABILITY INSURANCE
001353	11/18/2016	22,253.93	CITY OF NEW RICHMOND	HEALTH INSURANCE
001354	11/18/2016	37.21	CITY OF NEW RICHMOND	LIFE INSURANCE
001355	11/18/2016	42,401.00	CITY OF NEW RICHMOND	TAX EQUIVALENT
001356	11/18/2016	2,138.05	INFOSEND, INC	OCT BILLING & POSTAGE
001357	11/25/2016	54,660.83	CITY OF NEW RICHMOND	PAYROLL 11-25-16
001358	11/22/2016	17,279.44	CITY OF NEW RICHMOND	SPECIAL ASSESSMENTS ON TAX ROLL
001359	11/19/2016	26,292.99	WI DEPT OF REVENUE	OCTOBER SALES TAX
034686	11/8/2016	282.75	BALDWIN TELCOMM	OCTOBER PHONE BILL & REPAIR
034687	11/8/2016	848.69	FLEET ONE LLC	OCTOBER GAS BILL
034688	11/11/2016	713.64	AMERIPRIDE LINEN & UNIFORM SERVICES	UNIFORM SERVICE
034689	11/11/2016	333.00	BAKER TILLY VIRCHOW KRAUSE LLP	FINANCIAL STATEMENT AUDIT
034690	11/11/2016	9,086.14	CHAMPION COATINGS INC	PAYMENT #4 - FINAL PYMT
034691	11/11/2016	233.50	CLEAR CHOICE PRINTING INC	WINDOW ENVELOPES
034692	11/11/2016	711.00	DELL MARKETING L.P.	COMPUTER - J ALBERT
034693	11/11/2016	216.00	ENERGY FEDERATION INC	LIGHT BULBS
034694	11/11/2016	771.23	EXPRESS EMPLOYMENT PROFESSIONALS	TEMP HELP - R JORSTAD
034695	11/11/2016	292.08	FRONTIER COMMUNICATIONS	OCTOBER PHONE BILL
034696	11/11/2016	1,150.00	FUSION METAL PRODUCTS INC	FABRICATE BRACKETS
034697	11/11/2016	94.24	GILLEN'S LIMEQUARRY & LANDSCAP	LIME ROCK BASE
034698	11/11/2016	150.06	GREAT NORTHERN ENVIRONMENTAL	SYNTHETIC BLOWER OIL
034699	11/11/2016	367.63	HD SUPPLY WATERWORKS, LTD	PVC SWR PIPE, ADAPTOR

034700	11/11/2016	1,997.32	HEARTLAND CONTRACTORS OF WI INC	STREET & UTILITY IMPROVEMENTS
034701	11/11/2016	11,308.06	STUART C IRBY CO	MARKING TAPE
034702	11/11/2016	516.34	KWIK TRIP	OCTOBER FUEL
034703	11/11/2016	250.00	LOEHR MANAGEMENT, LLC	ENERGY EFFICIENCY -SOLAR SUBSC
034704	11/11/2016	4,950.00	MSA PROFESSONAL SERVICES INC	WWTP FACILITY PLAN UPDATE
034705	11/11/2016	84.00	MY RECEPTIONIST, INC	OCT ANSWERING SERVICE
034706	11/11/2016	172.45	PRAXAIR DISTRIBUTION INC	IND HIGH PRES>100CF SIZE 230
034707	11/11/2016	1,183.45	PROFESSIONAL SERVICE INDUSTRIES, INC	STREET & UTILITY PROJECTS
034708	11/11/2016	89.76	RIVERTOWN NEWSPAPER GROUP	FALL HYDRANT FLUSHING AD
034709	11/11/2016	67.25	SCHWAAB INC	EXCELMARK DATE STAMP
034710	11/11/2016	1,582.50	SCHMITT & SONS EXCAVATING, INC	PAR AVE & 615 E 2NS ST REPAIR
034711	11/11/2016	6,420.89	SHORT ELLIOTT HENDRICKSON INC	STREET & UTILITY IMPROVEMENTS
034712	11/11/2016	3,000.00	THE SALVATION ARMY	ROOF & LAUNDRY PROJECTS
034713	11/11/2016	509.92	TOSHIBA BUSINESS SOLUTIONS	MAINTENACE AGREE & COLOR COPY
034714	11/11/2016	16,732.00	TRENCHERS PLUS, INC.	REEL TRAILER
034715	11/11/2016	305.12	VERIZON WIRELESS	OCTOER CELL PHONE BILL
034716	11/11/2016	245.70	ZEP SALES & SERVICE	ZEP FORMULA
034717	11/18/2016	21.83	BRANDON & MICHELLE KURTZBACH	CR REF ACCT# 207600-23
034718	11/18/2016	63.99	CORINA LORVIG & ELIJAH MAREK	CR REF ACCT# 109500-40
034719	11/18/2016	15.71	DERRICK HOMES	CR REF ACCT# 1092900-20
034720	11/18/2016	186.14	FIVE LOAVES FOOD SHELF	DONATION-WPPI COMMUNITY CONTRI
034721	11/18/2016	47.61	GEOFFREY G BRADT	CR REF ACCT# 931300-26
034722	11/18/2016	435.47	GERALD & BETSY GERMAIN	CR REF ACCT# 1603700-21
034723	11/18/2016	328.01	GREG BEEBE	CR REF ACCT# 716300-21
034724	11/18/2016	211.37	HD SUPPLY WATERWORKS, LTD	COUPLING, BALL CORP
034725	11/18/2016	107.00	JEAN MAJOR	CR REF ACCT# 1027100-22
034726	11/18/2016	517.00	JUDITH ROETTGER	CR REF ACCT# 606000-21
034727	11/18/2016	44.04	KENNY & JENNIFER FOX	DEPOSIT REFUND 1406300-30
034728	11/18/2016	31.57	KEVIN & KELLY COLE	CR REF ACCT# 201800-23
034729	11/18/2016	299.72	LUCAS J TRICKLE	CR REF ACCT# 1636300-22
034730	11/18/2016	286.12	MICHAEL & KATHY RECK	CR REF ACCT# 408700-21
034731	11/18/2016	288.32	MICHELLE WILSON	CR REF ACCT# 1083300-23
034732	11/18/2016	247.98	NEW RICHMOND UTILITIES	DEPOSIT REF 1406300-30 KEN FOX
034733	11/18/2016	787.66	ROBERTO & JULIE RODRIGUEZ	CR REF ACCT# 1803000-24
034734	11/18/2016	134.01	RYAN G NEVILLE	CR REF ACCT# 1618200-32
034735	11/18/2016	288.93	STEVEN BEST	CR REF ACCT# 730900-26
034736	11/18/2016	5.98	TRAVIS WALDSCHMIDT	CR REF ACCT# 219500-30
034737	11/18/2016	260.85	TRENCHERS PLUS, INC.	TUBE ASSEMBLY, LINE
034738	11/21/2016	87.56	KEVIN & KELLY COLE	CR REF ACCT# 201800-23
034739	11/21/2016	32.42	NICK & TRACY MATTSON	CR REF ACCT# 836300-39

Total **$ 1,128,195.08**

Total Checks & Wires

To: Utility Commission

From: Rae Ann Ailts, Finance Director

Date: December 29, 2016

RE: Hair Unlimited – Marlene Haugen- Request for Sewer Credit – Acct #627000-20

Background

On September 14, 2016 Marlene Haugen of Hair Unlimited called the Utility office regarding a possible water leak which had been identified by a tenant. Utility staff was dispatched to her property. While there staff (Pat & Jim) verified the leak was not inside the building. The water was shut off at that time and the leak was fixed on September 16, 2016. During the repairs and it was observed the water was going into the ground and not down a drain.

On November 11, 2016 Marlene Haugen presented an application for sewer adjustment to Susan Affeldt. Staff requested a receipt from the repair service, in accordance with the application, the receipt was received on December 22, 2016.

The Water Leak Sewer Adjustment Policy states, "only water pipe breaks (leaks) that develop inside of the building which do not add to the volume of the water at the WWTP may be considered for a sewer adjustment. There will be no adjustment to the water portion of the bill."

Recommendation

Staff has reviewed the policy and while the policy states "water pipe breaks …inside of a building" we belief the intent of the policy is to 1) ensure the additional water did not add to the volume processed at the WWTP facility and 2) identify customer responsibility after the meter. Based upon this interpretation, staff recommends a sewer adjustment should be given as it was verified the water was absorbed within the ground and the application was completed pursuant to the policy.

Additional Recommendation

Staff further recommends the language under "Eligibility" within Water Leak Sewer Adjustment Policy be revised to read "….Only water pipe breaks (leaks) that develop after metering…" instead of existing "…..Only water pipe breaks (leaks) that develop inside of the building…..".

WATER LEAK SEWER ADJUSTMENT POLICY

Policy

The City of New Richmond Utilities (hereinafter referred to as "The Utility") owns and operates a waste water treatment plant (WWTP) and water distribution system.

The Utility will repair meters, and the cost of such repairs caused by ordinary wear and tear will be borne by the Utility. Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be injured from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises. (City of New Richmond Ordinance No. 86-116).

The service pipe from the main to the curb stop will be maintained and kept in repair and when worn out, replaced at the expense of the Utility. The property owner shall maintain the service pipe from the curb stop to the point of use. If a consumer fails to repair a leaking or broken service pipe from curb to point of metering or use within such time as may appear reasonable to the utility after notification has been served on the consumer by the Utility, the water will be shut off and will not be turned on again until the repairs have been completed. (City of New Richmond Ordinance No. 86-117)

The customer is responsible from the curb stop to the house including plumbing inside of the house as well as outside water faucets and irrigation systems. It is the customer's responsibility to keep the meter box accessible for meter reading and repair.

Eligibility

This policy is intended to address leaks which may be considered for a sewer adjustment. Only water pipe breaks (leaks) that develop inside of the building which do not add to the volume of water at the WWTP may be considered for a sewer adjustment. There will be no adjustment to the water portion of the bill.

Approved and Adopted at the May 5, 2009 Utility Commission Meeting

Application Process

Upon receipt of a letter of request to the City of New Richmond's Utility Commission, the Utility will review the sewer bill. To be eligible for the review, the following information must be provided within 60 days of the billing date when the excessive use was posted:

1. Name of customer (and property owner if different)
2. Phone number of customer (and property owner if different)
3. Address of property where leak occurred
4. Owner occupied or rental?
5. Was property occupied at the time the leak occurred?
6. Date customer became aware of leak
7. Date leak was repaired
8. Copies of repair invoices or receipts
9. Letter of explanation of how the leak occurred
10. Sketch of the exact location of the leak
11. Photographs of the leaking pipe (if available)
12. Authorization for a Utility representative to inspect the property where the leak occurred

In order to avoid a late penalty while the sewer bill review is pending, the customer must pay the bill by the due date. If the Utility Commission deems a sewer adjustment is appropriate, the billing department may then be directed to make the adjustment during the next billing cycle.

A field check will be made to verify that the leak was repaired and to obtain the current meter reading.

High water use resulting from any other incident is not eligible for any sewer adjustment. Examples of water use not eligible for a sewer adjustment are as follows:

- Leaking toilets and faucets
- Leaking water softener
- Leaking outside yard faucet
- Leaking irrigation systems
- Leaking hot water heater
- Faulty humidifier on furnace
- Accidental water use
- Any other plumbing inside or outside the house

Rcd 11/11/16 SA

Review Sewer and Water Bill for
Marlene Haugen - Hair Unlimited
515 So. Knowles
New Richmond, WI
Shop phone 715 246-4966
Home phone 715 247-3659

shop and apartment rental was occupied

I was aware of leak on Wednesday, September 14
was fixed on Friday afternoon, September 16

Kim O'Connell or "Puttski" from Oseola, WI
fixed. Paid in cash $950.00.

Renter Kim Sanders, had noticed the ground wet outside her apartment for a couple of weeks. Told me on Wednesday, Sept. 14. Called the city immediatly that day. Pat and Jim from the city came a hour or so later. They said that no leaks were inside the building.

They gave me Kim O'Connells name and number. He came on Friday, September 16 as he was working a couple blocks from me. I was there when he dug it up along with Pat from the city, we witnessed water going into the ground. Have a picture on the phone. Replaced a faulty value.

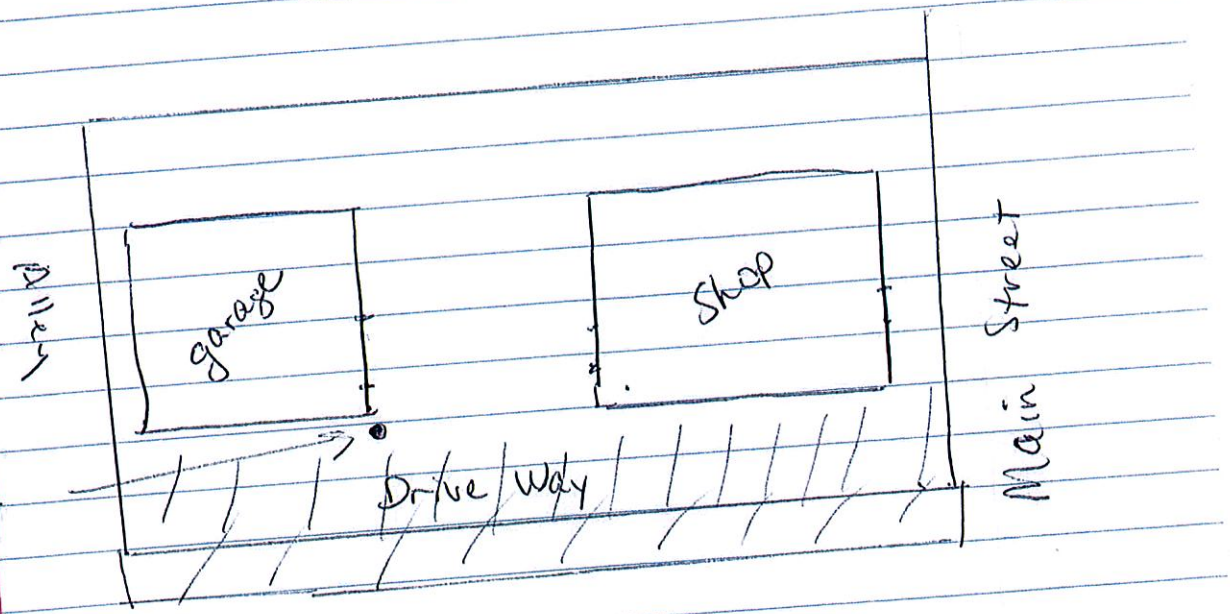
I work 3 to 4 half days in shop as I am semi-retired, so I use very little water as most of my clientale are men. I pay for water and sewer for my 2 apartments, which is a commercial rate and for electricity so it makes my utility high. So with all the water going

into the ground and not the sewer, I would like an adjustment on my bill

As you can tell from the statements my water went from 7-8000 to as much as 17000.

Thank you for looking at this.

Marlene Hagen



KO CONSTRUCTION
SEWERS - MOUNDS / PERC TESTING

Kim A. O'Connell
504 3rd Ave. E.
Osceola, WI 54020

Cell 715-381-7917
MPRS-CST 224263

DATE 9-16-16

CUSTOMER MARLENE HAUGEN
515 JAMES AVE
NEW RICHMOND WI 54017

QTY	DESCRIPTION	PRICE	AMOUNT
	REPAIRED 3/4" WATER LINE -		
	FIXED SEWER CLEANOUT -		
	3/4" PVC to gal - Fitting Broken -		
	Dig Backfill - Labor Materials		
	Haul out old sidewalk -		

WISCONSIN LIEN NOTICE

THE WISCONSIN CONSTRUCTION LIEN LAW REQUIRES US TO NOTIFY PROPERTY OWNERS THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER, OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER MAY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IN ANY. CONTRACTOR AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

After 30 days a charge of 1½% interest will be charged, plus the normal costs incurred in collecting the balance due.

X K. A. O'Connell

CITY OF NEW RICHMOND
THE CITY BEAUTIFUL

156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

MEMORANDUM

TO: Utility Commission

FROM: Jeremiah J. Wendt, PE, Director of Public Works

DATE: January 4, 2017

SUBJECT: DNR

Background

The DNR recently issued a letter to all community public water systems, clarifying the lead and copper rule requirements and recommendations. That letter, and accompanying documentation, is attached to this memo. At the January 10, 2017 meeting, staff will discuss general background on the state of lead and copper in the City of New Richmond, how we are complying with the requirements, and how we plan to implement some of the additional recommendations.

This item will be informational only at this point – no formal action will be required.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

December 02, 2016

SUBJECT: Lead and Copper Rule Implementation at Community Public Water Systems

Dear Community Public Water System Official:

This letter is being sent to all Community Public Water System (System) officials clarifying the requirements of the Lead and Copper Rule (LCR) and providing updated U.S. EPA implementation recommendations. Recent events indicate that federal regulations do not adequately reduce the risk of lead exposure from drinking water and may result in health consequences due to elevated blood lead levels. The Centers for Disease Control and Prevention (CDC) is clear that all exposures to lead should be minimized[1].

The Department of Natural Resources (department) is responsible for ensuring compliance with the LCR. The department recommends that System officials go beyond LCR requirements to educate consumers about the danger of lead in drinking water and take additional actions to further reduce lead exposure through drinking water. Specifically:

1. *Assure your system is meeting and implementing all LCR requirements and associated U.S.EPA guidance[2] and protocols.*
    a. Required actions:
        i. Review the System's lead and copper monitoring site plan to ensure that sampling sites are appropriate and meet the required Tier criteria prior to future compliance sampling events (NR 809.547(1), Wis. Adm. Code).
        ii. If optimizing corrosion control utilizing chemical addition, review and ensure the treatment strategy efficacy[3] (NR 809.543(8), Wis. Adm. Code).
        iii. Contact the department prior to any implementation of source water or water treatment changes; potential effects on water chemistry must be thoroughly examined[3] (NR 809.542(1), Wis. Adm. Code).
    b. Additional recommended actions:
        i. Incorporate updated sampling instructions into future sampling events[4].
        ii. Review and update the System's distribution system materials inventory. Include all public and privately owned water piping materials, specifically any lead components[2].
        iii. Avoid partial lead service line replacement (PLSLR) and proactively engage in a lead

[1] Center for Disease Control (CDC) information on lead and drinking water. https://www.cdc.gov/nceh/lead/leadinwater/

[2] Joel Beauvais, Office of Water, U.S. EPA, Letter sent to Commissioners, February 29, 2016. https://www.epa.gov/sites/production/files/2016-03/documents/samplelettercommissionersfeb2016.pdf

[3] Peter C. Grevatt, Office of Ground Water & Drinking Water, U.S. EPA; Lead and Copper Rule Requirements for Optimal Corrosion Control Treatment for Large Drinking Water Systems Memorandum, November 03, 2015. https://www.epa.gov/dwreginfo/memo-addressing-lead-and-copper-rule-requirements-optimal-corrosion-control-treatment

[4] Peter C. Grevatt, Office of Ground Water & Drinking Water, U.S. EPA, Clarification of Recommended Tap Sampling Procedures for Purposes of the Lead and Copper Rule Memorandum, February 29, 2016. https://www.epa.gov/dwreginfo/memo-clarifying-recommended-tap-sampling-procedures-lead-and-copper-rule

service line replacement program. PLSLRs have not been shown to reliably reduce drinking water lead levels in the short-term and are frequently associated with elevated lead levels for some period of time after replacement[5].

2. *Proactively provide monitoring results and public educational information directly to all residents as soon as possible. Increase transparency and assistance to the public.*
    c. Required actions:
        i. Systems must provide notice of test results to consumers at residences in which samples were taken as soon as practical, but no later than 30 days after receiving the test results (NR 809.546(4), Wis. Adm. Code).
        ii. Systems must distribute public education materials to all bill paying customers when lead monitoring results exceed an Action Level (NR 809.546(2), Wis. Adm. Code).
    d. Recommended actions:
        i. Provide notice of test results and public educational materials directly to consumers at residences in which sample results exceeded 15 parts per billion (ppb); results must be provided within 24 hours of receiving test results (DNR recommendation).
        ii. Work with your local health department when an individual's home monitoring result is above 15 ppb or you have a community action level exceedance (DNR recommendation).
        iii. Demonstrate transparency in lead monitoring by making materials available within your community including sampling results, educational materials, and locations of lead service lines. If possible post this information on a website[2].
        iv. Distribute additional information regarding ways to protect consumers from exposure to lead in drinking water (including information on testing options) to vulnerable populations[5].

For more information please visit our webpage on lead and drinking water at http://dnr.wi.gov/topic/drinkingwater/lead.html.

The department will continue to work in partnership with you to address the risks of lead in drinking water. Thank you for your cooperation in implementing these actions. Progress on protecting consumers from exposure to lead in drinking water will be discussed at your next sanitary survey inspection. For additional details regarding the above items, please see the attached frequently asked questions (FAQ) document. Please contact your local DNR Representative if you have any questions.

Sincerely,

Steven B. Elmore
Director, Bureau of Drinking Water and Groundwater

cc: Water System Operators on File (by email)

enclosure: FAQ – Lead and Copper Rule letter

[5] Report of the Lead and Copper Rule Working Group to the National Drinking Water Advisory Council, August 24, 2015. https://www.epa.gov/sites/production/files/2016-01/documents/ndwaclcrwgfinalreportaug2015.pdf

Frequently Asked Questions (FAQ)
Lead and Copper Rule Letter

1. *Why are Community Water Systems being asked by the Department to go beyond the Lead and Copper Rule (LCR) requirements?*

   Recent events and research suggests that the LCR does not adequately protect consumers from exposure to lead in public drinking water. According to The Center for Disease Control (CDC), exposure to lead can cause behavior problems and learning disabilities in young children, and can also affect the health of adults. US EPA issued three communications to states regarding measures that Community Water Systems should take in order to reduce the risk of lead exposure. We expect many of the recommendations in this letter will become part of the US EPA proposed rule revisions to the LCR in 2017. These recommendations will likely become requirements sometime after year 2020. .

2. *Why are community water systems being asked to inventory all lead components of their distribution system?*

   The LCR requires systems to identify residences with lead service lines and copper plumbing with leaded solder in order to aid in establishing appropriate monitoring sites. Historically, once a System identified an adequate number of monitoring sites, Systems would stop looking for lead distribution system components, and a comprehensive inventory of the entire distribution system remained incomplete. As a result, many Systems are not aware of lead service lines and other lead components in their community that may contribute to lead exposure.

3. *Do Community Water Systems have to sample for lead at the same monitoring sites in each monitoring period?*

   Yes. The Department has been working with municipal water systems to verify that sites chosen for LCR monitoring fit within the tiered criteria required for lead sampling . The Department will continue this work with all Community Water Systems during sanitary surveys to verify that sites representative of the tiered site selection criteria are being used. These must be used for LCR sampling during each monitoring period. The Department is working towards developing a program within its data system that will reject samples that are not part of an approved LCR Monitoring Site Plan.

   a. *If a residence has a lead service line replaced, should I have it removed from my Monitoring Site Plan?*

      Yes. If a residence does not have a lead service line or copper plumbing with leaded solder, it should be removed from the Monitoring Site Plan and a new monitoring site meeting the Tier 1 criteria should be selected.

   b. *If a home used as a LCR monitoring site is sold, does the home have to stay on the Monitoring Site Plan?*

Yes. Systems may want to review the LCR sampling instructions and requirements with the new homeowner to make sure they are willing and able to complete sampling procedures.. If sampling cannot be continued at a site within a System's designated Monitoring Site Plan , a new monitoring site meeting the Tier 1 criteria must be selected and changes communicated to your local DNR representative.

4. *What specific instructions should Community Water Systems give their customers that are being asked to monitor for lead and copper at their homes as a part of LCR compliance monitoring?*

US EPA issued a memo clarifying proper sampling procedures on February 29, 2016. Language from this memo should be included with monitoring instructions given to customers who perform sampling on the Sytem's behalf. DNR also includes a copy of monitoring instructions in each System's final Monitoring Schedule mailed every January; these instructions can be copied and distributed to customers performing sampling.

https://www.epa.gov/dwreginfo/memo-clarifying-recommended-tap-sampling-procedures-lead-and-copper-rule

5. *Why should Partial Lead Service Line replacement be avoided? How can Systems work with customers to encourage the replacement of the private portion of lead service lines?*

Studies have shown that lead levels increase in drinking water in homes where Partial Lead Service Line replacement has been done. Some communities have implemented ordinances that require homeowners to replace their portion of the line when the system replaces the utility portion. Other communities have worked to identify other funding sources within their communities to assist with the replacement of the private portion of the line. Currently, there are funds available from the DNR to replace the private portion of the lead service line.

http://dnr.wi.gov/Aid/documents/EIF/leadServiceLineFunding.html

The American Waterworks Association has a guide available to help communicate with homeowners regarding lead service line replacement: http://www.awwa.org/portals/0/files/resources/publicaffairs/pdfs/finaleadservicelinecommguide.pdf.

6. *Our system is adding orthophosphate for corrosion control; therefore, I do not need to worry about lead in our drinking water, correct?*

Orthophosphate is one way to limit the corrosion of lead distribution system materials. The specific chemical used and the feed rate should be reviewed periodically to ensure corrosion control is being optimized. The Department must be notified of any treatment changes that will effect water quality, per s. NR 810.20. New research shows that orthophosphate addition reduces the risk of exposure to lead in drinking water, but in order to compleltly eliminate the risk, lead service lines and other lead components must be removed.

7. *Delivering monitoring results within 24 hours to customers who are a sampling site for LCR monitoring will be difficult if results come in on a Friday. Can we get this done in one business day instead?*

   The Department encourages Systems to deliver the results to the effected customers within 24 hours. In the rare case that results are received from the lab on a Friday, the utility can decide whether it is possible or practical to get the results out by Saturday or wait until Monday.

CITY OF NEW RICHMOND
THE CITY BEAUTIFUL

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New Richmond, WI 54017
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www.newrichmondwi.gov

MEMORANDUM

TO: Utility Commission

FROM: Jeremiah J. Wendt, PE, Director of Public Works

DATE: January 4, 2017

SUBJECT: Hydro Corp Contract

Background

New Richmond Utilities is tasked by the Wisconsin DNR with implementing a Cross-Connection Control Program. The majority of the program is run by Utility staff, but some of the more complex inspections require the assistance of an outside party. The Utility has contracted with Hydro Corp for the last several years with providing inspection services for the facilities that are beyond the expertise of Utility staff.

Staff has once again requested a proposal from Hydro Corp for the necessary inspections for 2017. Their proposal, which equates to approximately $125 per inspection, is a slightly lower cost than what has been proposed in the past.

Recommendation

Staff are recommending approval of the contract with Hydro Designs in the amount of $8,532.00 for 69 inspections in 2017.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 1, 2017 by and between the City of New Richmond organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- ☐ Review state & local regulations
- ☐ Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- ☐ Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- ☐ Special Program Notices
- ☐ Electronic use of notices/program information
- ☐ Obtain updated facility listing, address information and existing program data from Utility
- ☐ Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- ☐ Review/establish procedure for vacant facilities

- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

2.7 VACUUM BREAKERS. Hydro Corp Inc will provide ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified. This inventory of vacuum breakers will be provided by City of New Richmond.

2.8 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 FACILITY TYPES. The facility types included in the program are as follows:

- ☐ Industrial
- ☐ Institutional
- ☐ Commercial
- ☐ Miscellaneous Water users
- ☐ Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these facilities and the results submitted to the Utility to help verify program compliance.

2.11 INSPECTION TERMS. HydroCorp will perform a minimum of 69 total inspections over a 1-year contract period. The total inspections include only initial inspections. HydroCorp will handle compliance inspections if authorized by City of New Richmond at a charge of $85 per inspection. Facilities where HydroCorp attempts an onsite inspection and any or all of the following occurs: facility was vacant, facility was scheduled and was not accessible, or refusal of entry to facility will count as an inspection/site visit for the purposes of this contract.

2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE. HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.

2.13 POLICY MANUAL. HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.

2.14 INVENTORY. HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 DATA MANAGEMENT. HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 ANNUAL YEAR END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 CROSS CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately 69 cross-connection control educational brochures for the duration of the Agreement.

2.18 INSURANCE. HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'SREPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.

3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on January 1, 2017 and end one (1) year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods.

4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 BASE COMPENSATION. From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of $711.00 per month, for a one (1) year contract period totaling $8,532.00.

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES. – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 INDEMNIFICATION. HydroCorp agrees to and shall hold the City, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole relative negligence of HydroCorp in the performance of its services under this Agreement. Solely to the extent allowable by the Constitution of the State of Michigan and relevant law, the City agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the City. In the event that both HydroCorp and the City are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence or in the event the Constitution of the State of Michigan and relevant law prohibits the City from providing indemnity or limited by sovereign immunity, HydroCorp shall not be responsible for the City's comparative share of the liability. HydroCorp' s liability to the City for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action

5.3 **HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	$1 Million	$2 Million
Excess Umbrella Liability	$5 Million	$5 Million
Automobile Liability (Combined Single Limit)	$1 Million	
Worker's Compensation/ Employer's Liability	$1 Million	
Errors and Omissions	$2 Million	$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement. The Utility and HydroCorp agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HydroCorp as the case may be.

5.5 **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin

5.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of New Richmond
1012 N Dakota
New Richmond, WI 54017

5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of New Richmond

_____

By:
Title:

HydroCorp

_____

By: John Hudak
Its: President