



March 4, 2015

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 **March 4, 2015 at 7:30 a.m.** in the Administrator's office at the Civic Center.

AGENDA:

1. Call to order
2. Adoption of agenda
3. Approval of previous commission meeting minutes
4. Approval of bills and disbursements – February 2015
5. Capital Improvement Plan Update
6. South Water Tower Reconditioning Update
7. Ordinance No. 473: Cross Connection Control and Backflow Prevention Ordinance
8. Cross Connection Control Plan
9. Ordinance No. 474: Well Abandonment and Well Operation Permit Ordinance
10. Well Operation Permit Form
11. T-Mobile Lease Amendment
12. Scott Newby Land Update
13. New Hire Introduction
14. Closed Session per State Statute 19.85(1)(e)
 - a. Staffing Updates
15. Open Session – Action on Closed Session agenda
16. Communications and miscellaneous correspondence
17. Adjourn

A handwritten signature in black ink, appearing to read "Mike Darrow", is written over a white background.

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.

January 28, 2015

The regular meeting of the New Richmond Utility Commission was held on January 28, 2015 at 7:30 a.m. at the Civic Center.

Jerry Frey called the meeting to order at 7:30 a.m.

Members Present: Jerry Frey, Bob Mullen, Gerry Warner, and Pat Becker.

Members Absent: Dan Casey

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

A motion was made by Gerry Warner to approve the minutes of the January 21, 2015 meeting, and approve bills and disbursements, seconded by Bob Mullen, and carried.

Public Comment – None

Shared Savings Funding Agreement for WPPI – Weston Arndt gave a brief update on the Shared Savings Funding Agreement with Salvation Army for lighting upgrades at Grace Place. Signatures were required on the documents to finalize the agreement. A motion was made by Pat Becker to approve the Shared Savings Funding Agreement for \$8,000.00 between New Richmond Utilities, WPPI and Salvation Army, seconded by Bob Mullen, and carried.

South Water Tower Reconditioning RFP for design services – Jeremiah Wendt solicited proposals for design services of the South Water Tower Reconditioning RFP from SEH and MSA. SEH submitted a bid of \$36,840.00 and MSA \$37,781.00. These bids included design services, construction inspection, and a two year warranty inspection. A motion to approve the proposal from SEH, not to exceed \$36,840.00, was made by Bob Mullen, seconded by Gerry Warner, and carried.

T-Mobile Lease agreement – Jeremiah Wendt presented some information pertaining to the lease agreement with T-Mobile. T-Mobile proposed an upgrade to the telecommunication facility located on the north water tower. As part of the upgrade process, an amendment to the current lease agreement was drafted, providing better protection for the City of New Richmond and New Richmond Utilities. The new lease agreement also provides a rate increase from \$1,893.29 per month to \$2,188.00 per month. A motion was made by Pat Becker to approve the T-Mobile lease agreement, contingent on confirmation that the City (and not the utility) is the appropriate party to have on the lease agreement, seconded by Gerry Warner, and carried.

Closed session per State Statute 19.85 (1)(e)

- a. Staffing plan and staffing recommendations for New Richmond Utilities office staff, and New Richmond Wastewater Treatment Plant

A motion was made to go into closed session by Pat Becker, seconded by Gerry Warner, and carried.

Open Session – Action on Closed Session agenda – A motion was made by Pat Becker to approve the staffing plan and staffing recommendations for New Richmond Utilities office staff, and New Richmond Wastewater Treatment Plant, seconded by Bob Mullen, and carried.

Communications and miscellaneous correspondence – The approval of the Cross Connection Control Ordinance will be on the March agenda. There will be no Utility Commission meeting scheduled for February. New Richmond Utility Commission meetings will be moved from the first Tuesday of every month to the first Wednesday of every month, beginning in March. Next meeting will be on Wednesday, March 4, 2015 at 7:30 a.m.

There being no further business, a motion was made by Bob Mullen to adjourn, seconded by Gerry Warner, and carried. The meeting adjourned at 8:20 a.m.

Jerry Frey, President

Bob Mullen, Secretary

NEW RICHMOND UTILITIES**JANUARY 2015
CHECK REGISTER**

Check #	Date	Amount	Vendor Name	Description
000580	2/6/2015	56,060.59	CITY OF NEW RICHMOND	PAYROLL 2/6/15
000581	2/5/2015	87.00	US BANK CORPORATE PAYMENT SYSTEM	PAY CREDIT CARD-UTIL COMM MTG
000582	2/19/2015	12,473.84	WI DEPT OF REVENUE	JAN15 SALES TAX
000583	2/11/2015	4,728.71	CITY OF NEW RICHMOND	MONTHLY BILL
000584	2/11/2015	543.75	CITY OF NEW RICHMOND	AT&T SITE PLAN REVIEW
000585	2/11/2015	5,112.99	CITY OF NEW RICHMOND	INSURANCE
000586	2/11/2015	7,304.39	CITY OF NEW RICHMOND	RECYCLING
000587	2/11/2015	2,500.00	CITY OF NEW RICHMOND	RENT
000588	2/11/2015	21,277.67	CITY OF NEW RICHMOND	STORM WATER
000589	2/11/2015	13,704.24	DAKOTA SUPPLY GROUP INC	ERT 60W SENSUS REMOTE
000590	2/11/2015	17.88	HUEBSCH	SLATE MAT
000591	2/11/2015	5,228.45	NEW RICHMOND UTILITIES	JAN 2015 CTOC COLLECTIONS
000592	2/11/2015	55.56	VARIETY OFFICE PRODUCTS	PAPER TOWEL
000593	2/13/2015	11,120.00	LOCAL GOVERNMENT INVESTMENT POOL	JAN15 SAC & WATER IMPACT
000594	2/20/2015	83,550.00	LOCAL GOVERNMENT INVESTMENT POOL	FEB15 INVESTMENT
000595	2/20/2015	29,000.00	LOCAL GOVERNMENT INVESTMENT POOL	FEB15 INVESTMENT
000596	2/20/2015	0.00	VOIDED EFT CHECK	
000597	2/20/2015	55,714.13	CITY OF NEW RICHMOND	PAYROLL 2/20/15
000598	2/23/2015	25.00	CITY OF NEW RICHMOND	BENEFIT EXTRAS-MONTHLY FSA
000599	2/23/2015	85.50	CITY OF NEW RICHMOND	BEN EXTRA-HRA MONTHLY ADMIN
000600	2/23/2015	461.04	CITY OF NEW RICHMOND	DISABILITY INSURANCE
000601	2/23/2015	24,135.79	CITY OF NEW RICHMOND	HEALTH INSURANCE
000602	2/23/2015	41.82	CITY OF NEW RICHMOND	LIFE INSURANCE
000603	2/23/2015	23.10	CITY OF NEW RICHMOND	COBRA-VALERIE RIPLEY
000604	2/23/2015	42,534.42	CITY OF NEW RICHMOND	TAX EQUIVALENT
000605	2/23/2015	871.34	DAKOTA SUPPLY GROUP INC	LAMPS, CONNECTORS
000606	2/23/2015	760.00	HYDRODESIGNS	CROSS CONNECT INSPECT & REPORT
000607	2/23/2015	2,021.08	INFOSEND, INC	JAN BILLING & POSTAGE
033543	2/11/2015	6.99	AUTO VALUE NEW RICHMOND	MINIATURE LAMP

033544	2/11/2015	2,763.00	BAKER TILLY VIRCHOW KRAUSE LLP	FINANCIAL AUDIT 12/31/14
033545	2/11/2015	287.00	CLEAR CHOICE PRINTING INC	CROSS CONNECTION SURVEY FORM
033546	2/11/2015	11,342.68	CREOSPAN INC	RETURN REMAIN ESCROW AT&T
033547	2/11/2015	83.23	DAKOTA RIGGERS & TOOL SUPPLY	POLYESTER SLING
033548	2/11/2015	523.76	DOYLE'S FARM & HOME INC	PPR TWL, BATH TISSUE, GLOVES
033549	2/11/2015	37.22	FAMILY FRESH MARKET	CMOM TRAINING REFRESHMENTS
033550	2/11/2015	820.58	FLEET ONE LLC	JAN FUEL BILL
033551	2/11/2015	413.69	FREEDOM VALU CENTERS	JANUARY FUEL BILL
033552	2/11/2015	497.31	FRONTIER COMMUNICATIONS	JAN PHONE BILL
033553	2/11/2015	427.91	GRAINGER	TANK BRUSH
033554	2/11/2015	257.62	HACH COMPANY	DEIONIZED WATER, ACCUVAC
033555	2/11/2015	1,289.10	STUART C IRBY CO	ELBOW, SPLICE, LAMP
033556	2/11/2015	62.90	KRAUSE POWER ENGINEERING, LLC	SYSTEM STUDY, SUPPORT SVC
033557	2/11/2015	436.02	KWIK TRIP	JANUARY FUEL
033558	2/11/2015	532.90	MATT BROWN	SCHOOL TUITION
033559	2/11/2015	220.48	MIKE STREY	SAFETY BOOTS
033560	2/11/2015	85.00	MY RECEPTIONIST, INC	ANSWER SVC 01/14/15-02/10/15
033561	2/11/2015	241.00	OFFICE ENTERPRISES INC	LETTER OPENER MAINT AGREEMENT
033562	2/11/2015	2,437.96	QUALITY FLOW SYSTEMS, INC.	HARD DRIVE
033563	2/11/2015	156.81	QUILL	INK, PENS, DATER
033564	2/11/2015	395.24	SHORT ELLIOTT HENDRICKSON INC	SPRINT COLOC AT SOUTH TANK
033565	2/11/2015	2,500.00	STILL STANDING, LLC	JOHN KREISEL SPEAKER 2/13/15
033566	2/11/2015	8,000.00	THE SALVATION ARMY	SHARED SAVINGS LOAN-GRACE PL
033567	2/11/2015	438.87	TWO-WAY COMMUNICATIONS	INSTALL MOBILE RADIO
033568	2/11/2015	133.31	USABLUEBOOK	CAUTION SIGN
033569	2/11/2015	279.27	VERIZON WIRELESS	JAN CELL PHONE BILL
033570	2/11/2015	150.00	XCEL ENERGY	POLE RENT 1/1/15-12/31/15
033571	2/11/2015	954.00	BERNARD'S NORTHTOWN INC	INSTALL BEACON, BRAKE CONTROLL
033572	2/11/2015	100.00	WISCONSIN RURAL WATER ASSN	SCHOOLING-G HERMANSEN
033573	2/19/2015	923.07	SHERMAN CLAYTON	CR REF ACCT# 720000-26
033574	2/20/2015	44.95	NEW RICHMOND UTILITIES	PETTY CASH - HOLTZ RETIREMENT
033575	2/23/2015	13.00	BLUE RIBBON FEED INC	GLOVES
033576	2/23/2015	632.40	BERNARD'S NORTHTOWN INC	TUBULAR STEP KIT
033577	2/23/2015	300.53	CITY OF RIVER FALLS	FAULT FINDING

033578	2/23/2015	292.10	CLEAR CHOICE PRINTING INC	ELECTRIC DEPT METER BOOKS
033579	2/23/2015	1,067.00	COMMERCIAL TESTING LABORATORY	COLIFORM BACT
033580	2/23/2015	283.20	COUNTRYSIDE PLUMBING & HEATING	NORTH HEATER IGNITOR
033581	2/23/2015	290.21	DAN & JANICE MORRIS	CR REF ACCT# 1357300-25
033582	2/23/2015	154.31	DAVID GOLDEN & TRACEY BOSWELL	CR REF ACCT# 1612600-26
033583	2/23/2015	659.10	ELECTRIC PUMP, INC.	PARTS FOR FLYGT, REPAIR KIT
033584	2/23/2015	524.76	FRESCO INC	SHORTING CAPS
033585	2/23/2015	79.10	GREG HERMANSEN	REIMBURSE SCHOOL-PLOVER
033586	2/23/2015	4,999.10	HAWKINS, INC	ALUMINUM SULFATE
033587	2/23/2015	5,441.60	HD SUPPLY WATERWORKS, LTD	3/4 IPERL METERS
033588	2/23/2015	75.07	JOHN DEERE FINANCIAL	FLUID FILM
033589	2/23/2015	183.99	MAILFINANCE	STUFFER LEASE AGREEMENT
033590	2/23/2015	12.85	MC2 PARTNERS	CR REF ACCT# 1093300-20
033591	2/23/2015	640.40	MUNICIPAL ENVIRONMENTAL GROUP	2015 MEMBERSHIP
033592	2/23/2015	126.00	MIKE PETERSON	REIMBURSE MILEAGE-EAU CLAIRE
033593	2/23/2015	27.86	MRS W JAMES KRUEGER	CR REF ACCT# 602800-20
033594	2/23/2015	85.00	MY RECEPTIONIST, INC	ANSWER SVC 2/11/15-3/10/15
033595	2/23/2015	298.00	NARDINI FIRE EQUIP CO., INC.	CO2 SYSTEM INSPECTION
033596	2/23/2015	46.46	QUILL	PHONE SHOULDER RESTS
033597	2/23/2015	2,135.39	SHORT ELLIOTT HENDRICKSON INC	SPRINT COLOC AT S TANK
033598	2/23/2015	463.51	STEVE PETERSEN	CR REF ACCT# 720000-28
033599	2/23/2015	219.32	STEPHENS SANITATION LTD	GARBAGE SERVICE 11/14-1/15
033600	2/23/2015	269.71	TOSHIBA BUSINESS SOLUTIONS	MAINTENANCE AND COLOR COPIES
033601	2/23/2015	40.00	WIESER CONCRETE PRODUCTS, INC	JOURNEYMAN PLUMBER SEMINAR
033602	2/23/2015	2,832.81	WESCO RECEIVABLES CORP	DC AMP METER
033603	2/23/2015	20.00	WISCONSIN STATE LAB OF HYGIENE	FLUORIDE TESTING
033604	2/23/2015	<u>2,504.54</u>	XCEL ENERGY	JANUARY GAS BILL

Total **\$ 440,997.28**

Total Checks & Wires



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 23, 2015

RE: Ordinance No. 473: Cross Connection Control and Backflow Prevention

At the January Utility Commission meeting, staff presented a newly revised Cross Connection Control and Backflow Prevention Ordinance. The proposed ordinance will bring us into compliance with the most recent DNR requirements. As discussed at the last meeting, the attached ordinance has received final review by the City Attorney.

As such, staff are requesting that the proposed ordinance be recommended for approval by the Utility Commission. This recommendation would then be presented to the full council at the following council meeting.

ORDINANCE NO. 473
AN ORDINANCE PROVIDING FOR THE AMENDMENT
AND RESTATEMENT OF SECTION NO. 86-132 OF THE
NEW RICHMOND MUNICIPAL CODE

PROVIDING FOR CROSS CONNECTION CONTROL
AND BACKFLOW PREVENTION

PUBLIC WATER UTILITY ORDINANCE
FOR CONTROL OF CROSS CONNECTIONS AND BACKFLOW PREVENTION
For the Municipal Water System, New Richmond, Wisconsin.

Section 86-132 of the New Richmond Municipal Code is hereby amended to read as follows:

No.86-132 CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

1. Purpose The purpose of this ordinance is:

To protect the health and welfare of users of the public potable water supply of the City from the possibility of contamination or pollution of the potable water system(s) under the direct authority of the City.

To promote for the control and/or elimination of existing Cross Connections (actual or potential) between the City's potable water system(s) and other environment(s) containing substance(s) which may contaminate or pollute the water supply.

To provide for the maintenance of a continuing Comprehensive Program of Cross Connection Control which will systematically and effectively prevent the contamination or pollution of all potable water system(s) under the direct authority of the City.

2. Definitions.

- a. Backflow: The undesirable flow of water or mixtures of water and other liquids, solids gases or other substances under positive or reduced pressure into the Water System's potable water supply from any source.
- b. Backflow Prevention: the prevention of backflow caused by backpressure or Backsiphonage; most commonly categorized as air gap, reduced pressure principle backflow assembly, double check valve assembly, pressure vacuum breaker assembly, Backsiphonage backflow vacuum breaker (spill resistant pressure vacuum breaker) assembly, pipe applied atmospheric vacuum breaker, flush tank ballcock, laboratory faucet backflow preventer, backflow preventer for carbonated beverage machine, vacuum breaker wall hydrants, (freeze resistant automatic draining type), chemical dispensing machine, hose connection vacuum breaker, hose connection backflow preventer, backflow preventer with intermediate atmospheric vent and barometric loop.
- c. Backflow Preventer; a mechanism or means designed for Backflow Prevention.

- d. Backpressure: An elevation of pressure in the downstream piping system (i.e. pump, elevation of piping, or steam and/or air pressure) above the City supply pressure, which has caused or may cause a reversal of the normal direction of flow.
 - e. Backsiphonage: The flow of water or other liquids, mixtures or substances into the Water System's potable water supply from any source caused by the sudden reduction of pressure in the Water System's potable water supply.
 - f. Cross Connection: Any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City, and the other containing water from a private source of unknown or questionable safety or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
 - g. Cross Connection Control Manual: Policies and procedures for Cross Connection control and Backflow Prevention for the City.
 - h. Water System: the City of New Richmond's public water system.
3. Cross Connection Prohibited: No person shall establish or permit to be established or maintain or permit to be maintained any Cross Connection to the Water System, except as expressly permitted in this Ordinance. No Cross Connection shall be established whereby potable water from a private, auxiliary or emergency water supply, other than the public water supply of the City, is connected to the Water System, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply have been approved by the City and the Wisconsin Department of Natural Resources.
4. Responsibility: The City shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to backflow of contaminants or pollutants through enforcement of this ordinance. The City shall charge fees according to the Cross Connection Control Manual for maintaining a Comprehensive Cross Connection Control Protection Plan.
5. Owner Responsibility: Each property owner shall be responsible for the protection of its potable water system. Each property owner's responsibilities include the elimination of or protection from all Cross Connections on its premises except as expressly permitted pursuant to this ordinance. Each property owner shall, at its sole expense, install, maintain and test any and all Backflow Preventers on its premises in compliance with the Department of Safety and Professional Services Code SPS 382.21 requirements and the Cross Connection Control Manual. Each property owner shall correct any malfunction revealed by periodic testing of any Backflow Preventer on its premises. Each property owner shall inform the City of any proposed or modified Cross Connections and also any existing Cross Connections that are not protected by an approved Backflow Prevention means.

A property owner shall not install any by-pass around any Backflow Preventer unless there is a Backflow Preventer of the same type in such by-pass. A property owner who cannot shut down its operations for testing of the Backflow Prevention assembly must supply additional assemblies necessary to allow testing and maintenance to take place. In the event a property owner installs any

potable water connection using fixtures, equipment or appurtenances upstream of a Backflow Preventer, such connection must have its own approved backflow prevention means.

The property owner is required to follow the protection practices described in the American Water Works Association publication AWWA M-14 titled "*Recommended Backflow Prevention and Cross Connection Control*", United States Environmental Protection Agency publication titled "*Cross Connection Control Manual*", Wisconsin Department of Safety and Professional Services, SPS 382-384 and the Cross Connection Control Manual, unless the City requires or authorizes other means of protecting the potable water supply system. These requirements or authorizations will be at the discretion of the City.

6. Inspections: It shall be the duty of the City to cause surveys to be made of all properties serviced by the City containing possible Cross Connections with Water System. Residential properties serviced by the City shall be surveyed on a 10-year interval or a longer interval if justified by a meter replacement plan. The City may, but is not required to, perform the Cross Connection survey of any property. All non-residential properties serviced by the City shall be surveyed on an interval not exceeding two (2) years, as determined by the City. If, the City is not able to perform the survey, a property owner must, at the owner's expense, have the water system piping surveyed for Cross Connections by a person who has been properly trained in accordance with the American Society of Sanitary Engineers (ASSE) Standard number 5120 as a Cross Connection Control Surveyor. The City may charge fees as approved by the State of Wisconsin Public Service Commission for on-premises follow-up visits by City personnel for re-inspection due to customer noncompliance and for after hours inspections or re-inspections.
7. Right of Entry: Upon presentation of credentials, representatives of the City shall have the right to request entry at any reasonable time to examine property served by a connection to the public potable water system of the City for Cross Connections. If entry is refused, such representatives shall obtain a special inspection warrant under Wisconsin Statutes Section 66.122. The City shall charge the property owner a fee of \$100.00 per day for refusal to allow entry to examine the owner's property. Upon request, the owner, lessee or occupant of any property served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.
8. Violations: If an inspection reveals violations of this ordinance or the Cross Connection Control Manual the property owner shall be informed in writing. Such written notice shall include a description of the violation(s), a description of the necessary corrective measures, a deadline for implementing the corrective measures, and a listing of the consequences for non-compliance, including discontinuation of service and payment of fines, as set forth in this ordinance and the Cross Connection Control Manual.
9. Authority to Discontinue Service: The City is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any damage or contamination of the potable water system. Water service shall be discontinued if the means of Backflow Prevention required by the City is not installed, tested, maintained and/or repaired in compliance with this ordinance, the Department of Safety and Professional Services Code SPS 382-384 and the Cross Connection Control Manual, or if it is found that the means of Backflow Prevention required by this ordinance has been removed or bypassed. Water service shall be discontinued only after reasonable notice and opportunity for hearing, except as provided in subsection eleven (11) of this ordinance.

10. Reconnection of Service: Water service to any property disconnected under provisions of this ordinance shall not be restored until the Cross Connection(s) has been eliminated or a Backflow Prevention means approved by the City has been installed in compliance with the provisions of this section. The City shall charge fees as approved by the State of Wisconsin Public Service Commission for the reconnection of the water service.
11. Emergency Discontinuance of Service: If it is determined by the City that a Cross Connection or an emergency related to the Water System endangers public health safety or welfare and requires immediate action, water service may be immediately discontinued to any property. Any owner, lessee or occupant impacted thereby shall have an opportunity for hearing on such emergency discontinuance under Chapter 68, Wisconsin Statutes within 10 days of demand for such hearing. Such hearing shall be before the City's Water Utility Committee and shall conform to all existing due process requirements.
12. Additional Protection: In the case of a property having (a) Cross Connections that cannot be permanently corrected or controlled, or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for surveying purposes, making it impractical or impossible to ascertain whether or not dangerous Cross Connections exist, the Water System shall be protected by installing any necessary Backflow Prevention means in the service line for the property, at the sole cost of the property owner. In the case of any premises where there is any liquids, substances, gases or other materials dangerous to health that, in the opinion of the City, may create a hazard to the public water supply system, an approved air gap separation or an approved reduced pressure principle backflow assembly shall be installed, at the owner's expense, to protect the Water System. Examples of premises where these conditions will exist include premises with auxiliary water supplies either interconnected or not interconnected with the public water supply system, premises where inspection is restricted, hospitals, mortuaries, clinics, laboratories, piers, docks, and other water front facilities, sewage treatment plants, sewage lift stations, food and beverage, processing plants, chemical plants using a water process, metal processing plants or nuclear reactors, car washing facilities and premises with reclaimed water systems. In the case of any presence of toxic substances, the City may require an approved air gap or reduced pressure principle backflow assembly at the service connection to protect the public water supply system. This requirement will be at the discretion of the City.
13. Public Water Supplies: This section does not supercede the State of Wisconsin Department of Natural Resources Administrative Code NR 810, but is supplementary to it.
14. Plumbing Code: The New Richmond Water Utility Committee adopts by reference the Wisconsin Safety and Professional Services being Chapter SPS 382-384, Wisconsin Administrative Code. This section does not supercede the Wisconsin Uniform Plumbing Code and/or the New Richmond Plumbing Code, but is supplementary to it.
15. Conflicting ordinances: All ordinances or parts of ordinances, in conflict herewith are hereby repealed.
16. Effectiveness. This ordinance shall take effect upon its adoption and publication.

Approved and adopted this 1st day of _____, 2015.

Fred Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk

DATE OF PUBLICATION: _____



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 23, 2015

RE: Cross Connection Control Plan

At the January Utility Commission meeting, staff presented a newly revised Cross Connection Control Plan to accompany the new Cross-Connection Control and Backflow Prevention Ordinance. This plan provides the details about implementation and enforcement of the new ordinance, and would be used by staff to protect the City's water system from contamination as well as bring us into compliance with the most recent DNR requirements. As discussed at the last meeting, the Cross Connection Control Plan has received final review by the City Attorney. The Plan will be available for review at the meeting.

As such, staff are requesting that the proposed plan be recommended for approval by the Utility Commission. This recommendation would then be presented to the full council at the following council meeting.



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 23, 2015

RE: Ordinance No. 474: Well Abandonment and Well Operation Permit Ordinance

At the January Utility Commission meeting, staff presented a newly revised Well Abandonment and Well Operation Permit Ordinance. The proposed ordinance will bring us into compliance with the most recent DNR requirements for private wells on property served with City water. As discussed at the last meeting, the attached ordinance has received final review by the City Attorney.

As such, staff are requesting that the proposed ordinance be recommended for approval by the Utility Commission. This recommendation would then be presented to the full council at the following council meeting.

ORDINANCE #474

WELL ABANDONMENT and WELL OPERATION PERMIT ORDINANCE

SECTION 1: PURPOSE

To protect public health, safety and welfare and to prevent contamination of groundwater by assuring that unused, unsafe or noncomplying wells or wells which may act as conduits for contamination of groundwater or wells which may be illegally cross-connected to the municipal water system, are properly maintained or abandoned.

SECTION 2: APPLICABILITY

This Ordinance applies to all wells located on premises served by the City municipal water system. Utility customers outside the jurisdiction of the City's jurisdiction may be required under contract agreement or utility rule to adopt and enforce equivalent ordinances within their jurisdictions for purpose stated in Section 1 above.

SECTION 3: DEFINITIONS

- A. "Department of Natural Resources" means the Wisconsin Department of Natural Resources.
- B. "Municipal water system" means a community water system owned by the City.
- C. "Noncomplying" means a well or pump installation that does not comply with Section NR 812.42 of the Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to Section NR 812.43 of the Wisconsin Administrative Code.
- D. "Pump installation" means the pump and related equipment used for withdrawing water from a well, including the discharge piping, the underground connections, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.
- E. "Unsafe" well or pump installation means one which produces water which is bacteriologically contaminated or contaminated with substances which exceed the drinking water standards of Chapter NR 140 or 809 of the Wisconsin Administrative Code, or for which a Health Advisory has been issued by the Department of Natural Resources.
- F. "Unused" well or pump installation means one which is not used or does not have a functional pumping system.
- G. "Well" means a drillhole or other excavation or opening deeper than it is wide that extends more than 10 feet below the ground surface constructed for the purpose of obtaining groundwater.
- H. "Well Abandonment" means the proper filling and sealing of a well according to the provisions of Section NR 812.26 of the Wisconsin Administrative Code.

SECTION 4: ABANDONMENT REQUIRED

All wells on premises served by the municipal water system shall be properly abandoned in accordance with Section 6 of this ordinance by the later of (i) December 31, 2015 and (ii) than 90 days after the date of connection to the municipal water system, unless a valid well operation permit has been issued to the well owner by the City under terms of Section 5 of this ordinance.

SECTION 5: WELL OPERATION PERMIT

Owners of wells on premises served by the municipal water system wishing to retain their wells for any use shall make application for a well operation permit for each well no later than the earlier of (i) 90 days after connection to the municipal water system and (ii) 90 days after the effective date of this ordinance. The City may grant a permit to a well owner to operate a well for a period not to exceed 5 years if all conditions of this section are met. The City may renew an existing permit for successive terms not to exceed 5 years if an

The following conditions must be met for issuance or renewal of a well operation permit:

- (1) The well and pump installation shall be evaluated by a licensed well driller or pump installer and certified to meet the Standards for Existing Installations described in Section NR 812.42 of the Wisconsin Administrative Code. This evaluation shall occur prior to the City issuing the permit and no less frequently than every ten (10) years thereafter.
- (2) The well and pump shall have a history of producing safe water evidenced, at a minimum, by at least 1 coliform bacteria sample. In areas where the Department of Natural Resources has determined that groundwater aquifers are contaminated with substances other than bacteria, additional chemical tests may be required to document the safety of the water.
- (3) There shall be no cross-connections between the well's pump installation or distribution piping and the municipal water system.
- (4) The water from the private well shall not discharge into a drain leading directly to a public sewer utility unless properly metered and authorized by the sewer utility.
- (5) The private well shall have a functional pumping system.
- (6) The proposed use of the private well shall be reasonably necessary or useful in addition to water provided by the municipal water system.

SECTION 6: ABANDONMENT PROCEDURES

- (1) All wells required to be abandoned under this ordinance shall be abandoned according to the procedures and methods of Section NR 812.26 of the Wisconsin Administrative Code. All debris, pumps, piping, unsealed liners and any other obstructions which may interfere with sealing operations shall be removed prior to abandonment.
- (2) The owner of the well, or the owner's agent shall be required to obtain a well abandonment permit prior to any well abandonment and shall notify the City Clerk at least 48 hours in advance of any well abandonment activities. If required by the City, the abandonment of the well may be observed or verified by personnel of the municipal system.
- (3) An abandonment report, on the form supplied by the Department of Natural Resources, shall be submitted by the well owner to the City Clerk and the Department of Natural Resources within 30 days of the completion of the well abandonment.

SECTION 7: PENALTIES

Any well owner violating any provision of this ordinance shall upon conviction be punished by forfeiture as prescribed in Section 1-7 of the New Richmond Municipal Code and the cost of prosecution. Each day of violation is a separate offense. If any person fails to comply with this ordinance for more than 30 days after receiving written notice of the violation, the municipality may impose a penalty and cause the well abandonment to be performed and the expense to be assessed as a special tax against the property.

Passed and approved: March 9, 2015
Published and Effective: March 19, 2015

Fred Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 23, 2015

RE: Well Operation Permit Form

At the January Utility Commission meeting, staff presented a Well Operation Permit Form. This form will be used to gather the information required to issue a permit as detailed in the new Well Abandonment and Well Operation Permit Ordinance, and would be used by staff to protect the City's water system from contamination as well as bring us into compliance with the most recent DNR requirements.

As such, staff are requesting that the proposed form be recommended for approval by the Utility Commission. This recommendation would then be presented to the full council at the following council meeting.



**CITY OF NEW RICHMOND
APPLICATION FOR PRIVATE WELL OPERATING PERMIT
APPLICATION FEE: \$25.00**

DATE OF APPLICATION: _____

PERMIT NO: _____

Property Address: _____ Account No. _____

Property Owner: _____ Phone No. _____

WELL INFORMATION:

Type of Application: New Well: _____ Renewal: _____ Previous Permit #: _____

For Permit Renewals:

1. Ch. NR 812 requires that the well installation is inspected every 10 years by a licensed well driller or pump installer.

Date of Inspection: _____

2. Inspection Report on file with the City: Yes _____ No _____ Attached _____

Permit will not be issued without a current inspection report on file.

For New Wells:

1. Dept. of Natural Resources – Well Notification Number (new wells only) _____

2. Type of well: Point, drilled well, etc: _____

3. Well Construction Report filed with the Department of Natural Resources and City of New Richmond:

Yes _____ No _____ If yes, Date: _____

4. Well construction date: _____ Well location _____

5. Well Installer: _____

I CERTIFY THE ABOVE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND THE WELL COMPLIES WITH THE REQUIREMENTS OF CH NR812 OF THE WISCONSIN ADMINISTRATIVE CODE:

SIGNATURE: _____ DATE: _____

APPLICATION FEE: \$25.00

DATE PAID: _____ RECEIPT NO: _____

PLUMBING INFORMATION: (COMPLETED BY CITY/UTILITY STAFF)

- Does well location and installation comply with Chapter NR 812 of the Wisconsin Administrative Code?

Yes _____ No _____

If no Explain: _____

- Were any Cross Connections observed? Yes _____ No _____ If yes, Explain: _____

- Inspection Report on file: Yes _____ No _____

INSPECTOR: _____ DATE: _____

BACTERIOLOGICAL WATER SAMPLES:

Sample No. 1 Date Sampled: _____ Sampled By: _____ Results: _____

APPROVAL & ISSUANCE:

This permit grants operation of a private well for non-potable water at the above named address, subject to all DNR and City regulations, for a period of 5 years after which this permit **must be renewed or the well abandoned.**

Water Superintendent Signature: _____ Date Approved: _____



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 25, 2015

RE: T-Mobile Lease Amendment

At the January Utility Commission meeting, staff presented a lease amendment for T-Mobile's facilities on the north water tower. T-Mobile has made some changes to the proposed project, and as such the lease amendment has changed slightly. The attached lease amendment is recommended for approval.

Site: A1N0404A
Site Name: New Richmond
Market MN

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT (“Amendment”) is made and entered into effective as of the date of execution by the last party to sign (the “Effective Date”) by and between the City of New Richmond, a Wisconsin municipal corporation (“Owner”), and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to APT Minneapolis, Inc., with its principal offices located at 12920 SE 38th Street, Bellevue, WA 98006 (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant (or as applicable, their respective predecessors in interest) entered into a SITE AGREEMENT dated October 12, 1999 (the “Agreement”) with respect to Leased Premises located at 106 South Arch Avenue, New Richmond, Wisconsin.

B. The Agreement authorizes the Tenant to use the Leased Premises for installation and operation of a Communications Facility as more fully described in the Agreement.

C. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement, including the allowed Communications Facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. **Communications Facility.** Tenant may modify its Communications Facility as described and depicted on Exhibit A, attached hereto and incorporated herein. Owner consents to and approves the modifications described and depicted in Exhibit A. If further modifications to Exhibit A are proposed by Tenant during the term of the Agreement, Owner shall review such modifications pursuant to the terms contained in the Agreement (as modified by this Amendment), and Exhibit A may be modified accordingly without a separate amendment to the Agreement. Tenant and its agents will install, maintain and operate the Communications Facility as so modified in accordance with all applicable laws and regulations, and shall maintain the Communications Facility in good repair, ordinary wear and tear excepted.

2. **Rent.** On the first day of the calendar month following the Effective Date, the monthly rent shall increase to Two Thousand One Hundred Eighty-Eight and no dollars (\$2,088.00). Upon the commencement of the fourth Option Period, the monthly rent shall increase to Two Thousand Five Hundred Fifteen and no dollars (\$2,415.00).

3. **Owner Review.** Owner may hire an independent consultant to review construction drawings and plans for structural and practical considerations, and to monitor the construction and installation of any modifications to the Communications Facility to ensure quality workmanship. Tenant shall pay all reasonable costs of such review and monitoring, and such costs shall be deducted from Tenant’s existing \$10,000 escrow account with Owner. Once the costs of Owner’s good faith review of construction drawings and plans, and its monitoring of construction and installation of the modified Communications Facility are determined, and as applicable, Owner will refund any surplus funds to Tenant, or Tenant shall deposit additional funds with Owner to cover any costs in excess of \$10,000. Owner further agrees to discount its review fees described in this section in the event that Tenant replaces defective or damaged equipment so long as the replacement equipment is the same or lesser in weight and dimensions.

4. **Additional Maintenance Expense.** Upon notice from Owner, Tenant shall promptly pay to Owner all additional expenses incurred in maintaining the Water Tower, including painting or other maintenance, directly caused by location of the Communications Facility on the Water Tower; provided, however, that Owner shall provide an estimate of such costs to Tenant before commencing work, and Tenant shall have to right to take commercially reasonable steps to minimize its costs associated with such work. If Owner leases space on the Water Tower to other entities, such additional maintenance expenses shall be apportioned among all entities leasing space on the Water Tower, as determined by Owner.

5. **Access.** Tenant will notify Owner by telephone before accessing the ground-based portions of the Communications Facility. Access to the Water Tower will be coordinated by the Owner's Water Department. In the event access is required outside of normal working hours (defined as 6:30 A.M. to 5:00 P.M., Monday through Friday), Tenant shall pay the overtime wages incurred by the Owner. Overtime wages shall not exceed fifty and no dollars (\$50.00) per hour during the third Option Period, and seventy-five and no dollars (\$75.00) during the fourth Option Period. Only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted access to the Water Tower and the Owner's Property.

6. **Maintenance and Repair.** Tenant shall remove the Communications Facility at Tenant's cost, upon reasonable notice to Owner, to allow maintenance, repair, repainting, restoration or other activity on the Water Tower as required by Owner. Upon reasonable notice to and prior consultation with Tenant, the Owner may schedule maintenance or repair work on the Water Tower that may result in scheduled interruptions in use of the Communications Facility. Except in the case of an emergency, Owner shall give one hundred eighty (180) days' notice of maintenance, repair, repainting or restoration activities. In case of an emergency, Owner may remove the Communications Facility upon notifying and consulting with Tenant, if practicable, by telephone prior to the commencement of the emergency work. An "emergency" shall be deemed to exist only in those situations which, in Owner's sole but reasonable discretion, constitute an immediate threat to the health or safety of the public or immediate danger to the Water Tower. In the event the use of the Communications Facility is interrupted, Tenant shall have the right to maintain mobile cellular sites on wheels on the Owner's Property or, after approval by Owner, on any land owned or controlled by Owner, in the immediate area of the Owner's Property.

7. **Interference: Independent Study; Future Possession.** Tenant agrees that the Communications Facility will consist of equipment, facilities and appurtenances of the type and frequency that will not cause interference to, in descending order of priority: (i) the equipment of Owner; (ii) public-safety agencies, including law enforcement, fire and ambulance services, that are not part of the Owner; (iii) other governmental agencies where use is not related to public safety; or (iv) other tenants of the Water Tower as of the Effective Date. Within thirty (30) days after the Communications Facility is modified pursuant to Exhibit A, and if requested in the reasonable discretion of Owner, Tenant must deposit \$1,000.00 with Owner to pay for the reasonable cost of a radio frequency interference study carried out by an independent and qualified professional retained by Owner showing that Tenant's intended use will not interfere with the aforementioned communications facilities existing on the Water Tower. If the study concludes there is a potential for interference that cannot be reasonably remedied, Tenant will take all steps necessary to correct or eliminate the interference within thirty (30) days after Tenant's receipt of the study. If the interference cannot be eliminated within such thirty (30) days, Owner may terminate the Agreement immediately for cause and without the payment of any damages. If, after receipt of the study showing no interference, in the event the Communications Facility subsequently causes such interference, and after Owner has notified Tenant of such interference, Tenant will take all steps necessary to correct or eliminate the interference within thirty (30) days after notification. If the interference cannot be eliminated within such thirty (30) days, Owner may terminate the Agreement immediately for cause and without the payment of any damages. Owner agrees that Owner and/or any other tenants who currently have or may in the future take possession of the Water Tower or the Owner's

Property will be permitted to install only such equipment, facilities and appurtenances of the type and frequency that will not cause measurable interference to the Communications Facility as then installed and operating. Any subsequent tenant shall, as a material condition of its lease, be required to comply with all applicable FCC rules and regulations. The parties acknowledge that there will not be an adequate remedy at law for breach of this section and, therefore, each party will have the right to equitable remedies, including (but not limited to) injunctive relief and specific performance, to enforce this section.

8. **Default.** In the event there is a default by Tenant with respect to any of the provisions of the Agreement, Owner will give written notice of such default. After receipt of such notice, Tenant will have 15 days in which to cure any monetary default and 30 days in which to cure any non-monetary default, provided, Tenant will have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than 30 days and Tenant commences the cure within the 30-day period and continually and diligently pursues the cure to completion. Owner may terminate the Agreement without penalty, prior to the expiration of its term, if Tenant commits an uncured default. Within 90 days after the termination or expiration of the Agreement, Tenant will remove the Communications Facility and return the Leased Premises to its original condition, reasonable wear and tear excepted. Tenant may terminate the Agreement for the reasons mentioned in Section 10 therein.

9. **Limitation of Liability.** Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. **Site Agreement Ratification.** The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

11. **No Consent Required.** Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Site Agreement effective as of the Effective Date.

The City of New Richmond, Wisconsin

T-Mobile Central LLC, a Delaware limited liability company

By: _____
Name: Jerry Frey
Title: Utility Commission President
Date: _____

By: _____
Name: Hossein Sepehr
Title: Area Director, Network Eng. & Ops.
Date: _____

By: _____
Name: Tanya Reigel
Title: City Clerk
Date: _____

EXHIBIT A

Communication Facility (As Modified)

[See Attached]



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: February 25, 2015

RE: Scott Newby Land Update

At the January Utility Commission meeting, staff briefly mentioned a discrepancy with property lines and the placement of hydrants as part of the landfill water loop project. Staff will provide a more detailed update on this situation at the March meeting.