



# OFFICIAL NOTICE AND AGENDA

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

Meeting of: **CITY OF STOUGHTON UTILITIES COMMITTEE**  
Date/Time: Monday, February 15, 2021 at 5:30 p.m.  
Location: Online Attendance: [GoToMeeting ID 443-556-925](#).  
Members: Citizen Member David Erdman (Chair), Alderperson Ben Heili (Vice-Chair), Alderperson Regina Hirsch, Alderperson Greg Jenson, Citizen Member John Kallas, Mayor Tim Swadley, Citizen Member Dustin Thoren

## **AGENDA:**

### **CALL TO ORDER**

### **CONSENT AGENDA**

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

- a. Draft Minutes of the November 16, 2020 Regular Utilities Committee Meeting
- b. Stoughton Utilities November Payments Due List Report
- c. Stoughton Utilities December Payments Due List Report
- d. Stoughton Utilities January Payments Due List Report
- e. Stoughton Utilities October Financial Summary
- f. Stoughton Utilities November Financial Summary
- g. Stoughton Utilities October Statistical Report
- h. Stoughton Utilities November Statistical Report
- i. Stoughton Utilities December Statistical Report
- j. Stoughton Utilities November Activities Report
- k. Stoughton Utilities December Activities Report
- l. Communications

### **OLD BUSINESS**

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

### **NEW BUSINESS**

2. Ordinance to Create Sections 74-2 (h) and (i) of the City of Stoughton Code of Ordinances, Relating to the Replacement of Indirect Sanitary Sewer Service Lateral Connections **(Action)**
3. Approval of the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom **(Action)**
4. Stoughton Utilities Round-Up Program **(Action)**
5. Approval of the Common Facilities Agreement Between the City of Stoughton and American Transmission Company LLC **(Action)**
6. Notice of Potential Audit Deficiency Findings During 2020 Financial Audit **(Discussion)**
7. Completion of the Wisconsin Public Service Commission Electric Billing Audit **(Discussion)**
8. Lead Service Line Replacement Program Status Update **(Discussion)**
9. Utilities Committee Future Agenda Item(s) **(Discussion)**

### **ADJOURNMENT**

Notices Sent To:

Stoughton Utilities Committee Members  
Stoughton Utilities Director Jill M. Weiss, P.E.  
Stoughton Utilities Assistant Director Brian Hoops

cc: Stoughton Assistant Director of Finance & City Treasurer Ryan Wiesen  
Stoughton City Attorney Matthew Dregne  
Stoughton Common Council Members  
Stoughton City Clerk Holly Licht  
Stoughton Deputy Clerk Candee Christen  
Stoughton Leadership Team  
Stoughton Utilities Electric System Supervisor Bryce Sime  
Stoughton Utilities Operations Superintendent Sean Grady  
Stoughton Utilities Water System Supervisor Kent Thompson  
Stoughton Utilities Wastewater System Supervisor Brian Erickson  
Stoughton Utilities WPPI Energy Services Manager Amy Wanek  
Unified Newspaper Group – Stoughton Courier Hub

**CONNECTION INSTRUCTIONS:** Please join the meeting from your computer, tablet or smartphone using the following URL:

<https://global.gotomeeting.com/join/443556925>

You can also dial in using your phone at (224) 501-3412 using access code: 443-556-925.

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

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

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

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

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 16, 2020 – 5:30 p.m.

Stoughton, WI

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**Location:** Online Attendance: GoToMeeting ID 583-145-413.

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

**Excused:** None

**Absent:** None

**Others Present:** Stoughton Director of Finance & Comptroller Jamin Friedl, Stoughton Utilities Assistant Director Brian Hoops, Stoughton Utilities and WPPI Energy Services Manager Amy Wanek, Stoughton Utilities Director Jill Weiss

**Call to Order:** Utilities Committee Chairperson David Erdman called the regular Stoughton Utilities Committee Meeting to order at 5:30 p.m.

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

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

- a. Draft Minutes of the October 19, 2020 Regular Utilities Committee Meeting
- b. Stoughton Utilities October Payments Due List Report
- c. Stoughton Utilities September Financial Summary
- d. Stoughton Utilities September Statistical Report
- e. Stoughton Utilities October Activities Report
- f. Communications

The motion carried unanimously 7 to 0.

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

**Consent Agenda:**

1. Draft Minutes of the August 17, 2020 Regular Utilities Committee Meeting
2. Stoughton Utilities August Payments Due List Report
3. Stoughton Utilities September Payments Due List Report
4. Stoughton Utilities July Financial Summary
5. Stoughton Utilities August Financial Summary
6. Stoughton Utilities July Statistical Report
7. Stoughton Utilities August Statistical Report

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 16, 2020 – 5:30 p.m.

Stoughton, WI

Page No. 2

## Business:

1. Authorizing Stoughton Utilities to Apply for the Wisconsin Department of Natural Resources Private Lead Service Line (LSL) Replacement Program Funding Grant
2. Stoughton Utilities Proposed 2021 Budget and Five Year (2021 – 2025) Capital Improvement Projects (CIP) Plan
3. Ordinance to Amend Sections 74-15(a) and 74-15(b) and Create Sections 74-15 (c) through (e) of the City of Stoughton Code of Ordinances, Relating to the Placement of Water Metering Facilities and the Replacement of Inaccessible Metering Facilities
4. Ordinance to Amend Sections 74-2(a) and 74-2(b) and Create Sections 74-2 (g) through (h) of the City of Stoughton Code of Ordinances, Relating to the Replacement of Indirect Service Lateral Connections

Discussion followed.

## **Wastewater treatment facility and sanitary sewer collection system 2019 Compliance Maintenance**

**Annual Report (CMAR) – DNR Responses:** Stoughton Utilities staff presented an update to our annual CMAR filing, which was approved by the Utilities Committee and Common Council in August. The Wisconsin Department of Natural Resources (DNR) has received and approved our filing, providing favorable comments, and no further action is needed until the 2020 CMAR filing to occur in June 2021. Discussion followed.

**2020 Public Power Week Community Outreach Event Summary:** Stoughton Utilities staff presented and discussed our recent Public Power Week scavenger hunt customer outreach program. On Monday, Wednesday, and Friday during the week, SU published clues directing participants to a secret Stoughton location where customers could photograph themselves next to the location and submit the photos to SU. On Tuesday and Thursday, we offered a trivia question where customers can call or email with the correct answer. Staff provided the committee with the daily clues and their answers, and a sampling of participant photos and customer feedback. Discussion followed.

**Lead Service Line Replacement Program Status Update:** Stoughton Utilities staff presented and discussed efforts that have occurred in the past year since the utility was notified of the lead action exceedance. Many efforts have been completed or are currently underway as staff proceeds with the planned program to replace lead service lines throughout the City of Stoughton. Staff presented and discussed the continuation of our public education program to the community on lead service lines.

Discussion followed, including a discussion on possible replacement options if the DNR grant is not received. Several members of the committee expressed support for proceeding with the planning for a one-year replacement program to be funded through special assessments if grant funding is not received.

**Status Update: Customer Collections:** Stoughton Utilities staff presented and discussed an update on the current status of customer collections as a result of the COVID-19 public health crisis, and the status of current customer delinquencies. Staff informed the committee that SU has not completed any residential electric service disconnections since October 2019 and has not completed any water service disconnections since February 2020. Staff further informed the committee that the Wisconsin Public Service Commission has extended their restriction on residential service disconnections through April 15, 2021. Discussion followed.

# DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 16, 2020 – 5:30 p.m.

Stoughton, WI

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**Stoughton Utilities Environmental Sustainability:** Stoughton Utilities staff presented and discussed an August 4, 2020 memo from Stoughton Utilities and WPPI Energy to the City of Stoughton Community Affairs and Council Policy (CACP) Committee that provided follow-up information on renewable energy targets in response to questions raised at their July meeting. Staff also presented and discussed information regarding regulatory requirements faced by Stoughton Utilities that would prohibit the utility from offering services to the City of Stoughton as a customer that are not offered to all customers, including private solar design assistance, financial analysis, or recommendations on customer goals and philosophy. Discussion followed.

Stoughton Utilities and WPPI Energy Services Manager Amy Wanek introduced herself to the committee and discussed current Stoughton efforts that she has begun working on, including reviewing the Wisconsin Public Service Commission's Energy Innovation Grant Program. Discussion followed.

**Scheduling of the Utilities Committee Regular Meeting in December:** Stoughton Utilities staff informed the committee that there are currently no items scheduled for the December 2020 meeting of the Utilities Committee meetings, and requested the committee cancel the meeting unless urgent new business items arise that require a special meeting to be called. Discussion followed, and staff was directed to not schedule a December meeting unless necessary.

Motion by Jenson, the motion seconded by Kallas, to direct staff to not schedule a December meeting unless a need arises for a meeting to be called. The motion carried unanimously 7 to 0.

**Utilities Committee Future Agenda Items:** Staff informed the committee that upcoming meeting topics include the lead service line replacement program status update, ongoing updates to the status of SU's Wisconsin Department of Natural Resources (WDNR) grant application, a proposed ordinance related to the replacement of indirect sanitary sewer service connections, and updates on the Energy Innovation Grant Program application. Discussion followed.

**Adjournment:** Being no further business before the committee, the Chair adjourned the regular Stoughton Utilities Committee Meeting at 6:31 p.m.

Respectfully submitted

Brian R. Hoops  
Stoughton Utilities Assistant Director

Date: Wednesday, December 02, 2020  
 Time: 01:23PM  
 User: SGUNSOLUS

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

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

Period: - As of: 12/2/2020

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
<b>Company: 7430</b>					
002088	EP	11/9/2020	50,341.72	516 WELLS FARGO BANK	VO for check batch: 310044
002089	HC	11/12/2020	740,411.06	009 WPPI	Wppi-Renewable Energy/Wppi-Buy Back Solar Credit/Wppi-Large Power/Wppi-Support Services/Wppi-Support Services/Wppi-Support Services/Wppi-Support Services
002090	HC	11/30/2020	115.82	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-Nov Ach/Gordon Flesch-Nov Ach/Gordon Flesch-Nov Ach/Gordon Flesch-Nov Ach
002091	HC	11/30/2020	173.86	952 AT&T	AT&T - Nov Ach/AT&T - Nov Ach
002092	HC	11/30/2020	137.42	001 Delta Dental - Ach	Delta Dental - Nov Ach/Delta Dental - Nov Ach/Delta Dental - Nov Ach
002093	HC	11/30/2020	483.99	007 TDS Metrocom - Ach	TDS Metrocom - Nov Ach/TDS Metrocom - Nov Ach/TDS Metrocom - Nov Ach/TDS Metrocom - Nov Ach
002094	HC	11/30/2020	431.13	547 Charter Communications-Ach	Charter Comm-Nov Ach/Charter Comm-Nov Ach/Charter Comm-Nov Ach/Charter Comm-Nov Ach
002095	HC	11/30/2020	30.52	421 FIRST DATA CHARGES	First Data-Nov Ach/First Data-Nov Ach/First Data-Nov Ach/First Data-Nov Ach
002096	HC	11/30/2020	661.48	002 Employee Benefits Corp - Ach	EBC-Nov Ach/EBC-Nov Ach/EBC-Nov Ach/EBC-Nov Ach
002097	HC	11/30/2020	1,087.52	003 Alliant Energy - Ach	Alliant Energy-Nov Ach/Alliant Energy-Nov Ach/Alliant Energy-Nov Ach/Alliant Energy-Nov Ach/Alliant Energy-Nov Ach
002098	HC	11/30/2020	918.10	004 Us Cellular - Ach	Us Cellular - Nov Ach/Us Cellular - Nov Ach/Us Cellular - Nov Ach
002099	HC	11/30/2020	49,377.74	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-Nov Ach
002100	HC	11/30/2020	12,595.94	020 Wells Fargo Bank-Ach	Client Analysis-Nov Ach/Client Analysis-Nov Ach/Client Analysis-Nov Ach/Client Analysis-Nov Ach
002101	HC	11/30/2020	51,105.64	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-Nov Ach/Dept of Rev-Nov Ach

Date: Wednesday, December 02, 2020  
 Time: 01:23PM  
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**Stoughton Utilities**  
**Check Register Summary - Standard**

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Period: - As of: 12/2/2020

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
002102	HC	11/30/2020	35,319.34	025 Payroll Federal Taxes- Ach	Federal Taxes-Nov Ach/Federal Taxes-Nov Ach/Federal Taxes-Nov Ach/Federal Taxes-Nov Ach
002103	HC	11/30/2020	6,859.06	008 Payroll State Taxes - Ach	State Taxes-Nov Ach/State Taxes-Nov Ach
002798	VC	11/4/2020	-157.69	048 PAUL OTTESON	P Otteson-Customer Refund
002799	VC	11/4/2020	-4,007.50	090 SOLENIS LLC	Solenis-Praestol
002800	VC	11/4/2020	-24,611.86	131 CITY OF STOUGHTON	City Stoton-Oct Retirement/City Stoton-Oct Retirement/City Stoton-Oct Retirement
002801	VC	11/4/2020	-162.87	451 INSIGHT FS	Insight-Fuel/Insight-Fuel/Insight-Fuel
027197	VC	11/4/2020	-53.43	796 LYNNE SACCARO	A Saccaro-Customer Refund
027202	CK	11/4/2020	53.43	796 LYNNE SACCARO	A Saccaro-Customer Refund
027203	CK	11/4/2020	157.69	048 PAUL OTTESON	P Otteson-Customer Refund
027204	CK	11/4/2020	4,007.50	090 SOLENIS LLC	Solenis-Praestol
027205	CK	11/4/2020	24,611.86	131 CITY OF STOUGHTON	City Stoton-Oct Retirement/City Stoton-Oct Retirement/City Stoton-Oct Retirement
027206	CK	11/4/2020	162.87	451 INSIGHT FS	Insight-Fuel/Insight-Fuel/Insight-Fuel
027207	CK	11/4/2020	550.00	084 HARVEST FARMS, LLC	Harvest Farms-Emb Credits
027208	CK	11/4/2020	221.70	135 CTW CORPORATION	CTW Corp-Chemical Feed/CTW Corp-Chemical Feed
027209	CK	11/4/2020	772.69	166 INKWORKS, INC.	Inkworks-Lead info/Inkworks-Lead Verific
027210	CK	11/4/2020	1,142.35	487 MARTELLE WATER TREATMENT	Martelle-Water Treatment
027211	CK	11/4/2020	78.76	838 BRETT SKAAR	B Skaar-Customer Refund
027217	CK	11/12/2020	1,119.00	168 CONTECH ENGINEERED SOLUTIONS, LLC	Contech-Culverts
027218	CK	11/12/2020	32.50	327 BORDER STATES ELECTRIC SUPPLY	Border States-Supplies

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Period: - As of: 12/2/2020

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
027219	CK	11/12/2020	500.00	415 STOUGHTON CHAMBER OF COMMERCE	Stoton Chamber-Donation
027220	CK	11/12/2020	1,199.95	451 INSIGHT FS	Insight-Fuel/Insight-Fuel/Insight-Fuel/Insight-Fuel/Insight-Fuel/Insight-Fuel
027221	CK	11/12/2020	174.47	847 KING & MAIN SBA MGMT. SVCS.	King-Customer Refund
027222	CK	11/12/2020	965.70	143 DIGGERS HOTLINE, INC.	Diggers Hotline- Oct Locates
027223	CK	11/12/2020	456.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching
027224	CK	11/12/2020	4,120.37	400 RESCO	Resco-Inventory/Resco-Supplies/Resco-Supplies/Resco-Inventory/Resco-Supplies
027225	CK	11/12/2020	1,463.88	405 ROSENBAUM CRUSHING & EXCAV.	Rosenbaum-Sand dump fees
027226	CK	11/12/2020	565.06	781 DUNKIRK WATER POWER CO LLC	Dunkirk-Customer Refund
027227	CK	11/19/2020	550.00	084 HARVEST FARMS, LLC	Harvest Farms-Lot 110 Credit
027228	CK	11/19/2020	59,364.20	131 CITY OF STOUGHTON	City Stoton-Sept 2020 Const/City Stoton-Def Comp/City Stoton-Sept 2020 Const/City Stoton-Oct Rent/City Stoton-Oct Rent/City Stoton-Oct Rent/City Stoton-Oct Rent/City Stoton-Oct Rent/City Stoton-Oct Rent/More...
027229	CK	11/19/2020	3,484.70	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Supplies
027230	CK	11/19/2020	16,919.29	539 DEPT OF ADMIN-WISMART VENDOR #396028867 E	Dept of Admin-Public Benefits
027231	CK	11/19/2020	69.00	584 VINING SPARKS IBG, L.P.	Vining Sparks-Safekeeping
027232	CK	11/25/2020	20,131.33	131 CITY OF STOUGHTON	City Stoton-Nov Retirement/City Stoton-Nov B Def Comp/City Stoton-Nov Retirement/City Stoton-Nov Retirement
027233	CK	11/25/2020	5,813.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching
027234	CK	11/25/2020	5,182.50	865 BOARDMAN & CLARK LLP	Boardman-Professional services/Boardman-Professional services
027235	CK	11/25/2020	45.00	956 WI DNR - OPERATOR CERTIFICATION EA/7	WI DNR - Oper Certif

Date: Wednesday, December 02, 2020  
 Time: 01:23PM  
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**Stoughton Utilities**  
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 Report: 03699W.rpt  
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Period: - As of: 12/2/2020

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
027236	CK	11/25/2020	204.75	166 INKWORKS, INC.	Inkworks-Inserts/Inkworks-Inserts/Inkworks-Inserts/Inkworks-Inserts
027237	CK	11/25/2020	824.57	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Supplies
027238	CK	11/25/2020	515.00	400 RESCO	Resco-Tds Material
027239	CK	11/25/2020	10,098.00	620 STELLA JONES CORPORATION	Stella-Inventory/Stella-Inventory
027240	CK	11/25/2020	52,754.26	131 CITY OF STOUGHTON	City Stoton-Stormwater
027241	CK	11/25/2020	14,072.50	593 UNITED LIQUID WASTE RECYCLING, INC	United Liquid-Sludge Haul
027242	CK	11/25/2020	39,128.00	727 GLS UTILITY LLC	GLS - Oct Locates/GLS - Oct Locates/GLS - Oct Locates
027243	CK	11/25/2020	8,634.08	709 GLOBE CONTRACTORS, INC.	Globe-Retainage
027244	CK	11/25/2020	1,030.00	186 STAFFORD ROSENBAUM LLC	Stafford-Professional services/Stafford-Professional services/Stafford-Professional services/Stafford-Professional services/Stafford-Professional services
027245	CK	11/25/2020	21,469.51	709 GLOBE CONTRACTORS, INC.	Globe-Final pay
027246	CK	11/25/2020	8,796.00	927 XYLEM WATER SOLUTIONS USA INC	Xylem-Flow Pump
102003	CK	11/16/2020	2,844.95	157 FORSTER ELEC. ENG.,INC.	Forster-Scada/Forster-Atc Common Fac/Forster-East Sub/Forster-Dot Grading/Forster-Zinkpower Generator
102004	CK	11/16/2020	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Nov A Def Comp
102005	CK	11/30/2020	3,345.00	519 B & H LAWN CARE	B & H - Taylor Ln Mowing/B & H - West Sub Mowing/B & H - South Sub Mowing/B & H - Van Buren Mowing/B & H - WW Mowing/B & H - Admin mowing/B & H - Cnty B Mowing/B & H - South Sub Mowing/B & H - Academy Mowing/B & H - Water Twr Mowing/More...
102006	CK	11/30/2020	5,483.86	603 SEERA-WIPFLI LLP	Seera-CTC Funds
102007	CK	11/30/2020	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Nov B Def Comp

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**Stoughton Utilities**  
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Period: - As of: 12/2/2020

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
Company Total			1,244,772.27		

Date: Monday, November 09, 2020

Time: 01:15PM

User: SGUNSOLUS

# Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000121'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
<b>Import ID: 009010</b>		<b>Import # : 0000000121</b>							
7430	926	000000	578	SHOE BOX	170.10	SAFETY BOOTS	10/05/2020	5400	-
7430	143	000001	352	FACEBK E9KFRWS8Q2	45.30	WPPI REIMBURSED - PUBLIC POWER WEEK - OUTREACH	10/05/2020	3680	-
7460	851	000000	352	STAPLS7315203036000001	21.89	GENERAL OFFICE SUPPLIES	10/05/2020	3680	-
7430	921	000000	352	STAPLS7315203036000002	7.74	OFFICE CLEANING SUPPLIES	10/08/2020	3680	-
7430	921	000000	352	STAPLS7315203036000001	48.14	GENERAL OFFICE SUPPLIES	10/05/2020	3680	-
7450	921	000000	352	STAPLS7315203036000001	17.50	GENERAL OFFICE SUPPLIES	10/05/2020	3680	-
7450	921	000000	352	STAPLS7315203036000002	2.81	OFFICE CLEANING SUPPLIES	10/08/2020	3680	-
7450	921	000000	352	STAPLS7315484762000001	8.18	COVID - HAND SANITIZER	10/09/2020	3680	-
7460	851	000000	352	STAPLS7315203036000002	3.54	OFFICE CLEANING SUPPLIES	10/08/2020	3680	-
7460	851	000000	352	STAPLS7315484762000001	10.25	COVID - HAND SANITIZER	10/09/2020	3680	-
7430	921	000000	352	STAPLS7315484762000002	16.99	COVID - FACE MASKS - EL FIELD CREWS	10/09/2020	3680	-
7430	143	000001	422	AMAZON.COM MK49A1BA0	373.98	WPPI REIMBURSED - PUBLIC POWER WEEK - DAILY GRAND PRIZE	10/12/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230393076400	10.72	SHIPPING OF WATER SAMPLES TO LAB	10/08/2020	3680	-
7430	921	000000	352	STAPLS7315484762000001	22.51	COVID - HAND SANITIZER	10/09/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6231296552408	9.07	SHIPPING OF WATER SAMPLES TO LAB	10/15/2020	3680	-
7450	926	000000	809	CINTAS CORP	19.80	UNIFORMS	10/09/2020	1025	-
7430	143	000001	415	STOUGHTON CHAMBER OF CO	500.00	WPPI REIMBURSED - PUBLIC POWER WEEK - DAILY SECOND PRIZES	10/19/2020	3680	-
7460	854	000000	809	CINTAS CORP	18.86	UNIFORMS	10/09/2020	1025	-
7450	642	000000	824	UPS 1Z17Y6230391923828	10.72	SHIPPING OF WATER SAMPLES TO LAB	10/23/2020	3680	-
7460	854	000000	809	CINTAS CORP	17.90	UNIFORMS	10/09/2020	1025	-
7450	642	000000	824	UPS 1Z17Y6230392963211	10.72	SHIPPING OF WATER SAMPLES TO LAB	10/23/2020	3680	-
7430	926	000000	809	CINTAS CORP	2,023.44	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	16.39	UNIFORMS	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	83.53	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	17.90	UNIFORMS	10/09/2020	1025	-
7430	143	000001	422	AMAZON.COM MK2VH5BN0	299.00	WPPI REIMBURSED - PUBLIC POWER WEEK - DAILY GRAND PRIZE	10/12/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230396228615	14.24	SHIPPING OF WATER SAMPLES TO LAB	10/23/2020	3680	-
7450	921	000000	422	AMAZON.COM MK20T6200 AMZN	51.76	FIELD OFFICE SUPPLIES - WATER	10/14/2020	3680	-
7430	926	000000	809	CINTAS CORP	89.18	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	18.86	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	19.73	UNIFORMS	10/26/2020	1025	-
7430	926	000000	809	CINTAS CORP	89.18	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	19.72	UNIFORMS	10/26/2020	1025	-
7430	926	000000	809	CINTAS CORP	89.18	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	19.80	UNIFORMS	10/09/2020	1025	-
7430	921	000000	604	CDW GOVT #2195631	468.70	PC battery backups - Admin building	10/02/2020	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	20.65	Credit Card Processing - Desktop and Recurring	10/05/2020	5250	-
7450	926	000000	809	CINTAS CORP	19.80	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	18.86	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	18.86	UNIFORMS	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	88.40	UNIFORMS	10/12/2020	1025	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	926	000000	809	CINTAS CORP	89.84	UNIFORMS	10/19/2020	1025	-
7450	926	000000	809	CINTAS CORP	19.25	UNIFORMS	10/19/2020	1025	-
7460	854	000000	809	CINTAS CORP	19.25	UNIFORMS	10/19/2020	1025	-
7450	921	000000	604	CDW GOVT #2195631	158.88	PC battery backups - Admin building	10/02/2020	5250	-
7460	851	000000	604	CDW GOVT #2195631	166.84	PC BATTERY BACKUPS - ADMIN BUILDING	10/02/2020	5250	-
7430	921	000000	604	CDW GOVT #2261800	1,349.53	LICENSING - MDM - 30 DEVICES, 5 YEARS	10/05/2020	5250	-
7460	854	000000	809	CINTAS CORP	18.86	UNIFORMS	10/09/2020	1025	-
7430	143	000000	809	CINTAS CORP	611.37	TYLER HARDING LOST UNIFORM	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	58.58	UNIFORMS	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	173.53	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	19.80	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	37.18	UNIFORMS	10/09/2020	1025	-
7460	854	000000	809	CINTAS CORP	37.19	UNIFORMS	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	89.18	UNIFORMS	10/09/2020	1025	-
7450	921	000000	604	CDW GOVT #2261800	490.74	LICENSING - MDM - 30 DEVICES, 5 YEARS	10/05/2020	5250	-
7460	851	000000	604	CDW GOVT #2261800	613.43	LICENSING - MDM - 30 DEVICES, 5 YEARS	10/05/2020	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	57.37	Credit Card Processing - Desktop and Recurring	10/05/2020	5250	-
7430	926	000000	809	CINTAS CORP	89.18	UNIFORMS	10/09/2020	1025	-
7450	926	000000	809	CINTAS CORP	19.80	UNIFORMS	10/09/2020	1025	-
7430	926	000000	809	CINTAS CORP	92.05	UNIFORMS	10/26/2020	1025	-
7430	921	000000	836	MSFT E0400C7EXD	1.10	LICENSING - O365 - SKYPE TIER I	10/05/2020	5250	-
7460	851	000000	836	MSFT E0400C7VVA	2.50	LICENSING - O365 - ONEDRIVE	10/05/2020	5250	-
7450	652	000000	436	STOUGHTON LUMBER CO	10.98	CHEMICAL INJECTOR REPAIR	10/09/2020	8700	-
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	280.50	JANITORIAL	10/13/2020	4000	-
7460	850	000000	712	DNR WS2 EM1 EPAY DEM SRVF	0.79	W - WW CERTIFICATION RENEWAL	10/19/2020	8400	-
7460	834	000000	436	STOUGHTON LUMBER CO	23.98	SPRAY NOZZLES FOR HOSES	10/21/2020	8200	-
7450	921	000000	836	MSFT E0400C7EXD	0.40	LICENSING - O365 - SKYPE TIER I	10/05/2020	5250	-
7430	921	000000	836	MSFT E0400C9ES1	11.60	LICENSING - O365 - APPS FOR BUSINESS	10/07/2020	5250	-
7460	850	000000	712	DNR WS2 EM1 EPAY DEM SALE	45.00	WW CERTIFICATION RENEWAL	10/19/2020	8700	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	102.00	JANITORIAL	10/13/2020	4000	-
7450	673	000000	555	WOLF PAVING CO., INC.	203.01	ASPHALT FOR MAIN REPAIR	10/29/2020	8400	-
7460	833	000000	390	BADGER WATER	7.95	LAB WATER	10/01/2020	8300	-
7460	851	000000	836	MSFT E0400C7EXD	0.50	LICENSING - O365 - SKYPE TIER I	10/05/2020	5250	-
7450	921	000000	836	MSFT E0400C9ES1	4.22	LICENSING - O365 - APPS FOR BUSINESS	10/07/2020	5250	-
7460	850	000000	712	DNR WS2 EM1 EPAY DEM SRVF	0.79	WW CERTIFICATION RENEWAL	10/19/2020	8700	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	127.50	JANITORIAL	10/13/2020	4000	-
7460	831	000000	835	IN MC TOOLS AND REPAIR L	163.33	JET VAC SUCTION TUBE CLAMPS	10/05/2020	8200	-
7460	834	000000	994	TRACTOR SUPPLY #2236	5.98	FLY TAPE	10/12/2020	8200	-
7460	143	000000	550	FIRST SUPPLY WFPG MAD	841.20	PAID TWICE-REFUND DUE	10/12/2020	8200	-
7460	335	000000	207	LW ALLEN	3,746.63	RAS FLOW METER 1 BOARD REPLACEMENT	10/13/2020	8200	-
7460	831	000000	835	IN MC TOOLS AND REPAIR L	189.96	HYRO NOZZLE REBUILD KIT	10/13/2020	8200	-
7460	832	000000	148	FASTENAL COMPANY 01WISTG	13.18	VENNEVOL PUMP GUIDE RAILS	10/14/2020	8200	-
7460	833	000000	236	GRAINGER	139.00	HEAT COUPLER ASSEMBLIES	10/16/2020	8200	-
7460	833	000000	994	TRACTOR SUPPLY #2236	6.19	TDSL PISTON PUMP OIL	10/12/2020	8200	-

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7460	833	000000	236	GRAINGER	63.00	HEAT COUPLE ASSEMBLIES	10/16/2020	8200	-
7430	934	000000	269	UTILITY SALES & SERVICE	488.48	TRUCK 12 REPAIRS	10/26/2020	4000	-
7430	934	000000	269	UTILITY SALES & SERVICE	181.30	TRUCK 16 REPAIRS	10/26/2020	4000	-
7450	932	000000	436	STOUGHTON LUMBER CO	32.34	KEY DUPLICATES	10/23/2020	7400	-
7430	370	003300	327	BORDER STATES INDUSTRIES	3,500.00	ELECTRIC METERS	10/19/2020	5200	-
7430	926	000000	398	HOFFMAN BOOTS WEBSITE	300.00	SAFETY BOOTS	10/06/2020	6930	-
7430	143	000000	398	HOFFMAN BOOTS WEBSITE	102.70	SAFETY BOOTS OVER ALLOWED AMOUNT	10/06/2020	6930	-
7450	675	000000	555	WOLF PAVING CO., INC.	286.56	SERVICE REPAIR ASPHALT	10/07/2020	8400	-
7450	932	000000	436	STOUGHTON LUMBER CO	9.95	KEY DUPLICATES	10/21/2020	8700	-
7450	920	000000	712	DNR WS2 EM1 EPAY DEM SALE	45.00	W - WW CERTIFICATION RENEWAL	10/19/2020	8400	-
7460	850	000000	712	DNR WS2 EM1 EPAY DEM SALE	45.00	W - WW CERTIFICATION RENEWAL	10/19/2020	8400	-
7430	921	000000	604	CDW GOVT #3234790	943.94	LICENSING - ACRONIS MANAGER - DATACENTER - 3 YEARS	10/26/2020	5250	-
7450	921	000000	604	CDW GOVT #3234790	343.25	LICENSING - ACRONIS MANAGER - DATACENTER - 3 YEARS	10/26/2020	5250	-
7460	851	000000	604	CDW GOVT #3234790	429.07	LICENSING - ACRONIS MANAGER - DATACENTER - 3 YEARS	10/26/2020	5250	-
7460	851	000000	994	QUICKIDCARD.COM	21.95	ID PROX CARD - BERICKSON	10/29/2020	5250	-
7450	675	000000	571	USA BLUE BOOK	42.47	LEAK DETECTION TOOL	10/07/2020	8700	-
7450	652	000000	571	USA BLUE BOOK	81.85	CHEMICAL INJECTOR VALVE	10/08/2020	8700	-
7450	652	000000	108	ASLESON'S TRUE VALUE HDW	1.29	CHEMICAL INJECTOR REPAIR	10/08/2020	8700	-
7430	392	000000	767	MADISON TRUCK EQUIPMENT	3,986.00	TRUCK 4 CRYSTEEL CHIPPER CAP ASSEMBLY	10/14/2020	4000	-
7460	854	000000	578	SHOE BOX	300.00	SAFETY BOOTS	10/27/2020	8740	-
7430	921	000000	836	MSFT E0400C8AET	78.65	LICENSING - O365 - SKYPE TIER II	10/05/2020	5250	-
7430	933	000000	994	TRACTOR SUPPLY #2236	13.81	FORK LIFT PROPANE	10/08/2020	5275	-
7450	921	000000	836	MSFT E0400C8AET	28.60	LICENSING - O365 - SKYPE TIER II	10/05/2020	5250	-
7460	851	000000	836	MSFT E0400C8AET	35.75	LICENSING - O365 - SKYPE TIER II	10/05/2020	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	78.37	Credit Card Processing - Online My Account	10/05/2020	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	27.54	Credit Card Processing - Desktop and Recurring	10/05/2020	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	28.21	Credit Card Processing - Online My Account	10/05/2020	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	37.62	Credit Card Processing - Online My Account	10/05/2020	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	12.55	Credit Card Processing - Online My Account	10/05/2020	5250	-
7430	921	000000	836	MSFT E0400C7VVA	5.50	LICENSING - O365 - ONEDRIVE	10/05/2020	5250	-
7460	851	000000	836	MSFT E0400C9ES1	5.28	LICENSING - O365 - APPS FOR BUSINESS	10/07/2020	5250	-
7430	933	000000	994	TRACTOR SUPPLY #2236	17.93	FORK LIFT PROPANE	10/30/2020	5275	-
7430	926	000000	440	ROGANS SHOES INC MADISON	253.20	SAFETY BOOTS	10/23/2020	6990	-
7450	107.14	000000	354	HYDRO DESIGNS	791.00	CROSS CONNECTIONS	10/01/2020	7400	200901XX - 1
7430	233	001099	419	PAYFLOW/PAYPAL	9.19	Credit Card Processing - Desktop and Recurring	10/05/2020	5250	-
7450	921	000000	836	MSFT E0400C7VVA	2.00	LICENSING - O365 - ONEDRIVE	10/05/2020	5250	-
7450	932	000000	108	ASLESON'S TRUE VALUE HDW	17.99	OIL FOR CHOP SAW	10/08/2020	8700	-
7430	934	000000	269	UTILITY SALES & SERVICE	639.32	TRUCK 2 HYDRAULIC REPAIR	10/08/2020	4000	-
7450	920	000000	712	DNR WS2 EM1 EPAY DEM SRVF	0.79	W - WW CERTIFICATION RENEWAL	10/19/2020	8400	-
7460	850	000000	894	WI WASTEWA REGR14Y60N	83.12	WVOA ANNUAL CONFERENCE	10/20/2020	8200	-
7430	232	001099	327	BORDER STATES INDUSTRIES	136.80	ELECTRIC INVENTORY-BSE	10/05/2020	4100	-
7430	107.14	000000	355	STUART C IRBY	862.50	TDS MATERIALS	10/22/2020	4100	200222XX - 1
7430	594	000000	327	BORDER STATES INDUSTRIES	894.12	BMP61-SFID-KIT1 PRINTER	10/05/2020	4100	-
7430	107.14	000000	355	STUART C IRBY	22.52	TDS MATERIALS	10/27/2020	4100	200222XX - 1

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7460	833	000000	937	SPEE-DEE DELIVERY SERVICE	26.36	LAB SAMPLE SHIPPING	10/12/2020	8300	-
7430	932	000000	422	AMZN MKTP US MK2W93ZD0	39.89	KICKSTAND AND CARRYING BAG	10/05/2020	4100	-
7430	232	001099	355	STUART C IRBY	282.00	ELECTRIC INVENTORY-IRBY	10/27/2020	4100	-
7430	594	000000	355	STUART C IRBY	260.00	LAG SCREWS	10/27/2020	4100	-
7430	107.14	000000	355	STUART C IRBY	838.50	TDS MATERIALS	10/30/2020	4100	200222XX - 1
7430	232	001099	355	STUART C IRBY	2,106.00	ELECTRIC INVENTORY-IRBY	10/06/2020	4100	-
7460	833	000000	974	NORTHERN LAKE SERVICE- IN	43.00	NITROGEN TESTING	10/16/2020	8300	-
7430	107.14	000000	355	STUART C IRBY	155.00	TDS MATERIALS	10/01/2020	4100	200222XX - 1
7430	232	001099	355	STUART C IRBY	4,422.60	ELECTRIC INVENTORY-IRBY	10/01/2020	4100	-
7430	107.14	000000	327	BORDER STATES INDUSTRIES	101.39	TDS MATERIALS	10/01/2020	4100	200222XX - 1
7430	232	001099	327	BORDER STATES INDUSTRIES	1,521.50	ELECTRIC INVENTORY-BSE	10/06/2020	4100	-
7430	232	001099	327	BORDER STATES INDUSTRIES	19.42	ELECTRIC INVENTORY-BSE	10/05/2020	4100	-
7430	232	001099	327	BORDER STATES INDUSTRIES	6,086.00	ELECTRIC INVENTORY-BSE	10/08/2020	4100	-
7430	232	001099	355	STUART C IRBY	77.50	ELECTRIC INVENTORY-IRBY	10/14/2020	4100	-
7430	593	000000	355	STUART C IRBY	60.50	MACHINE BOLTS	10/14/2020	4100	-
7430	232	001099	355	STUART C IRBY	363.00	ELECTRIC INVENTORY-IRBY	10/15/2020	4100	-
7430	594	000000	355	STUART C IRBY	181.00	MACHINE BOLTS-LAG SCREWS	10/15/2020	4100	-
7460	833	000000	830	NCL OF WISCONSIN INC	739.89	LAB SUPPLIES	10/27/2020	8300	-
7460	833	000000	390	BADGER WATER	67.60	LAB WATER	10/28/2020	8300	-
7460	833	000000	974	NORTHERN LAKE SERVICE- IN	268.10	MERCURY TESTING	10/29/2020	8300	-
7430	232	001099	355	STUART C IRBY	2,235.65	ELECTRIC INVENTORY-IRBY	10/01/2020	4100	-
7450	232	001099	550	FIRST SUPPLY WFPG MAD	94.50	WATER INVENTORY-FIRST SUPPLY	10/02/2020	4100	-
7430	934	000000	994	CAPITAL EQUIPMENT	69.00	FORK LIFT MAINT	10/21/2020	4100	-
<b>Total:</b>					<b>50,341.72</b>				

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<b>Company: 7430</b>					
002104	HC	12/10/2020	750,998.13	009 WPPI	WPPI-Renewable Energy/WPPI-Buy Back Solar Credit/WPPI-Large Power/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services
002105	HC	12/11/2020	12,574.45	516 WELLS FARGO BANK	VO for check batch: 310112
002106	HC	12/30/2020	431.13	547 Charter Communications-Ach	Charter Comm-Dec Ach/Charter Comm-Dec Ach/Charter Comm-Dec Ach/Charter Comm-Dec Ach
002107	HC	12/30/2020	661.48	002 Employee Benefits Corp - Ach	EBC - Dec Ach/EBC - Dec Ach/EBC - Dec Ach/EBC - Dec Ach
002108	HC	12/30/2020	1,106.34	001 Delta Dental - Ach	Delta Dental - Ach/Delta Dental - Ach/Delta Dental - Ach
002109	HC	12/30/2020	173.11	952 AT&T	AT&T-Dec Ach/AT&T-Dec Ach
002110	HC	12/30/2020	140.31	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-Dec Ach/Gordon Flesch-Dec Ach/Gordon Flesch-Dec Ach/Gordon Flesch-Dec Ach
002111	HC	12/30/2020	498.27	007 TDS Metrocom - Ach	TDS Metrocom - Dec Ach/TDS Metrocom - Dec Ach/TDS Metrocom - Dec Ach/TDS Metrocom - Dec Ach
002112	HC	12/30/2020	30.52	421 FIRST DATA CHARGES	First Data-Dec Ach/First Data-Dec Ach/First Data-Dec Ach/First Data-Dec Ach
002113	HC	12/30/2020	1,192.40	004 Us Cellular - Ach	Us Cellular - Dec Ach/Us Cellular - Dec Ach/Us Cellular - Dec Ach
002114	HC	12/30/2020	15,043.75	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev - Dec Ach/Dept of Rev - Dec Ach
002115	HC	12/30/2020	6,901.07	008 Payroll State Taxes - Ach	State Taxes-Dec Ach/State Taxes-Dec Ach
002116	HC	12/30/2020	14,266.32	020 Wells Fargo Bank-Ach	Client Analysis-Dec Ach/Client Analysis-Dec Ach/Client Analysis-Dec Ach/Client Analysis-Dec Ach
002117	HC	12/30/2020	180.00	318 PITNEY-BOWES INC-PURCHASE POWER	Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach

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002118	HC	12/30/2020	7,575.00	318 PITNEY-BOWES INC-PURCHASE POWER	Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach/Pitney Bowes-Dec Ach
002119	HC	12/30/2020	34,749.69	025 Payroll Federal Taxes- Ach	Federal Taxes-Dec Ach/Federal Taxes-Dec Ach/Federal Taxes-Dec Ach/Federal Taxes-Dec Ach
002120	HC	12/30/2020	673.59	003 Alliant Energy - Ach	Alliant Energy - Dec Ach/Alliant Energy - Dec Ach
027169	VC	12/3/2020	-841.20	550 FIRST SUPPLY LLC MADISON	First Supply-Supplies
027227	VC	12/3/2020	-550.00	084 HARVEST FARMS, LLC	Harvest Farms-Lot 110 Credit
027247	CK	12/3/2020	102.35	046 LINDA DAVIS BROWN	L Brown-Customer Refund/L Brown-Customer Refund/L Brown-Customer Refund/L Brown-Customer Refund
027248	CK	12/3/2020	49.39	178 MERLIN OR ANITA LEBAKKEN	M Lebakken-Customer Refund
027249	CK	12/3/2020	77.94	433 DAVE ROWLEY	D Rowley-Customer Refund
027250	CK	12/3/2020	25.18	527 DIANA EIFERT	D Eifert-Customer Refund
027251	CK	12/3/2020	151.51	896 BRIAN OR JILL PEDERSEN	B Pedersen-Customer Refund
027252	CK	12/3/2020	213.49	200 CHILA SANCHEZ	C Sanchez-Customer Refund/C Sanchez-Customer Refund/C Sanchez-Customer Refund
027253	CK	12/3/2020	403.00	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching
027254	CK	12/3/2020	915.50	327 BORDER STATES ELECTRIC SUPPLY	Border States-Supplies/Border States-Inventory/Border States-Inventory
027255	CK	12/3/2020	586.77	479 JUAN MORALES	J Morales-Customer Refund/J Morales-Customer Refund/J Morales-Customer Refund/J Morales-Customer Refund
027256	CK	12/3/2020	86.57	814 EUGENE OR GAIL RING	E Ring-Customer Refund
027257	CK	12/3/2020	469.08	655 SDS BUILDERS	SDS Builders-Construction Ref
027258	CK	12/3/2020	92.99	659 JEFF KUSSMAUL	J Kussmaul-Construction Refund

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027259	CK	12/3/2020	345.55	749 EMILY BRANTMEYER	E Brantmeyer-Construction Ref
027260	CK	12/3/2020	382.42	985 KYLE RAASCH	K Raasch-Construction Refund
027261	CK	12/3/2020	2,243.75	400 RESCO	Resco-Supplies/Resco-Inventory
027262	CK	12/3/2020	620.00	471 AMERICAN LEAK DETECTION	Amer Leak-Leak Survey
027263	CK	12/3/2020	550.00	084 HARVEST FARMS, LLC	Harvest Farms-Lot 110 Credit
027264	ZC	12/3/2020	0.00	550 FIRST SUPPLY LLC MADISON	First Supply-to void ck 027169/First Supply-Supplies
027265	CK	12/3/2020	229.45	066 JUNK KING	Junk King-Deposit Refund
027266	CK	12/3/2020	2,123.56	235 GERBER COLLISION AND GLASS	Gerber-Deposit Refund
027267	CK	12/3/2020	5,533.91	362 UTILITY SERVICE CO., INC	Utility Svc-Qtr Tower
027268	CK	12/3/2020	466.82	406 SUSIE WALDNER	S Waldner-Deposit Refund
027269	CK	12/3/2020	600.00	195 CITY OF STOUGHTON FOOD PANTRY	Stoton Food Pantry-Donation
027270	CK	12/3/2020	600.00	257 PERSONAL ESSENTIALS PANTRY	Essen Pantry-Donation
027271	CK	12/3/2020	600.00	989 STOUGHTON UNITED METHODIST FOOD PANTRY	Stoton United - Donation
027272	CK	12/3/2020	538.69	166 INKWORKS, INC.	Inkworks-Inserts/Inkworks-Inserts
027273	CK	12/3/2020	1,166.05	207 L.W. ALLEN, LLC	LW Allen-Supplies
027274	CK	12/3/2020	75.36	474 WOODWARD COMMUNITY MEDIA	Woodward-Ads
027275	CK	12/3/2020	6,590.00	979 EFI INC	EFI-Holiday Drive Inc
027276	CK	12/10/2020	698.11	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Inventory
027277	CK	12/10/2020	3,196.26	400 RESCO	Resco-Supplies/Resco-Supplies/Resco-Supplies/Resco-Inventory/Resco-Supplies



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027294	CK	12/31/2020	4,662.00	131 CITY OF STOUGHTON	City Stoton-EV Charges
027295	CK	12/31/2020	722.45	891 MARCUS WEESNER	M Weesner-Const Refund
027296	CK	12/31/2020	80.66	146 STOUGHTON ELECTRIC UTIL.	Stoton Elec-WW Bulk Water
027297	CK	12/31/2020	2,057.30	290 MID-WEST TREE & EXCAVATION, INC	Midwest-Trenching/Midwest-Trenching/Midwest-Trenching/Midwest-Trenching
027298	CK	12/31/2020	9,783.60	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Supplies/Border States-Inventory/Border States-Inventory/Border States-Inventory/Border States-Supplies/Border States-Supplies
027299	CK	12/31/2020	2,843.10	165 MIDWEST METER INC	Midwest-Meters
027300	CK	12/31/2020	5,105.66	327 BORDER STATES ELECTRIC SUPPLY	Border States-Inventory/Border States-Inventory/Border States-Inventory/Border States-Supplies
027301	CK	12/31/2020	219,317.52	386 HOOPER CORPORATION	Hooper-FA_1/Hooper-DA_4/Hooper-GA_4/Hooper-FA_1/Hooper-EA_1/Hooper-EA_1
027302	CK	12/31/2020	51,525.33	400 RESCO	Resco-Transformer/Resco-Inventory/Resco-Inventor ry/Resco-Inventory/Resco-Inventory/Resco-Transfor mer/Resco-Supplies/Resco-Supplies
027303	CK	12/31/2020	1,887.95	487 MARTELLE WATER TREATMENT	Martelle-Supplies/Martelle-Sodium Hypochl
027304	CK	12/31/2020	53,454.95	131 CITY OF STOUGHTON	City Stoton-Stormwater
027305	CK	12/31/2020	69.00	584 VINING SPARKS IBG, L.P.	Vining Sparks-Safekeeping
027306	CK	12/31/2020	2,560.00	746 ELSTER SOLUTIONS, LLC	Elster-Plant
027307	CK	12/31/2020	628.06	802 JOHNSON CONTROLS SECURITY SOLUTIONS	Johnson Controls-Security Sys/Johnson Controls-Security Sys/Johnson Controls-Security Sys/Johnson Controls-Security Sys
027308	CK	12/31/2020	550.00	084 HARVEST FARMS, LLC	Harvest-Lot 42
027309	CK	12/31/2020	1,487.51	131 CITY OF STOUGHTON	City Stoton-Dec B Def Comp

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**Stoughton Utilities**  
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Period: - As of: 1/11/2021

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
027310	CK	12/31/2020	771.00	168 CONTECH ENGINEERED SOLUTIONS, LLC	Contech-Pipe
027311	CK	12/31/2020	17,504.38	131 CITY OF STOUGHTON	City Stoton-Dec Retirement/City Stoton-Dec Retirement/City Stoton-Dec Retirement
027312	CK	12/31/2020	275.00	136 BR LARSON TRUCKING	BR Larson-Refund
027313	CK	12/31/2020	447.00	768 DAN OAKLAND	D Oakland-Solar Cr refund
027314	CK	12/31/2020	1,714.38	780 JIMS TREE SERVICE INC	Jims Tree-Permit 3 GA_4/Jims Tree-Per Trans 3 EA_5/Jims Tree-Permit 1 FA_1/Jims Tree-Permit 10 GA_1
027315	CK	12/31/2020	216.79	843 MONICA PASTRANA	M Pastrana-Customer Refund
027316	CK	12/31/2020	3,075.90	260 LR METER TESTING & REPAIR INC	LR Meter-Test & repairs
027317	CK	12/31/2020	138.15	515 JOHN KUNDERT	J Kundert-Const Refund
102008	CK	12/10/2020	5,637.50	157 FORSTER ELEC. ENG.,INC.	Forester-TDS/Forester-TDS/Forester-TDS/Forester-TDS/Forester-TDS/Forester-TDS/Forester-TDS/Forester-TDS
102009	CK	12/10/2020	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Dec A Def Comp
102010	CK	12/10/2020	3,427.71	852 INFOSEND, INC	Infosend-Bill & Mail Oct/Infosend-Bill & Mail Oct/Infosend-Bill & Mail Oct/Infosend-Bill & Mail Oct/Infosend-Bill & Mail Oct
102011	CK	12/28/2020	1,035.00	157 FORSTER ELEC. ENG.,INC.	Forster-East Sub Control
102012	CK	12/28/2020	2,141.19	259 ITRON, INC.	Itron-Maint. support/Itron-Maint. support/Itron-Maint. support
102013	CK	12/28/2020	5,501.49	603 SEERA-WIPFLI LLP	Seera-CTC Funds
102014	CK	12/28/2020	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Dec B Def Comp
102015	CK	12/28/2020	3,440.88	852 INFOSEND, INC	Infosend-Nov Billing & Mailing/Infosend-Nov Billing & Mailing/Infosend-Nov Billing & Mailing/Infosend-Nov Billing & Mailing
<b>Company Total</b>			<b>1,465,907.37</b>		

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
<b>Import ID: 009010</b>		<b>Import # : 0000000122</b>							
7430	593	000000	134	CRESCENT ELECTRIC 130	-888.11	FORK LIFT PROPANE	11/12/2020	4100	-
7430	934	000000	994	TRACTOR SUPPLY #2236	19.42	Ground and pipe thawer for water division	11/27/2020	5400	-
7430	143	000003	740	FACEBK 5RT4TYN8Q2	24.70	GENERAL OFFICE AND MAILING SUPPLIES	11/04/2020	3680	-
7430	921	000000	352	STAPLS7317345594000001	116.25	GENERAL OFFICE AND MAILING SUPPLIES	11/05/2020	3680	-
7450	921	000000	352	STAPLS7317345594000001	41.85	GENERAL OFFICE AND MAILING SUPPLIES	11/05/2020	3680	-
7450	675	000000	422	AMAZON.COM 285XB23Q2 AMZN	47.11	WPPI REIMBURSED - PUBLIC OUTREACH ADVERTISING FUND	11/02/2020	3680	-
7430	233	001099	352	STAPLS7317345594000001	18.60	SHIPPING OF WATER SAMPLES TO LAB	11/05/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230392282233	10.72	FIELD SUPPLIES. DELAYED CHARGE FOR MARCH SHIPMENT. CONFIR	11/06/2020	3680	-
7430	921	000000	352	STAPLS7305423638000002	60.29	BATTERIES AND FIELD SUPPLIES	11/09/2020	3680	-
7460	851	000000	352	STAPLS7317345594000001	55.80	GENERAL OFFICE AND MAILING SUPPLIES	11/05/2020	3680	-
7430	921	000000	422	AMZN MKTP US 284Q77Y20	81.70	BATTERIES AND FIELD SUPPLIES	11/12/2020	3680	-
7450	921	000000	422	AMZN MKTP US 284Q77Y20	29.71	BATTERIES AND FIELD SUPPLIES	11/12/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230393882440	10.72	SHIPPING OF WATER SAMPLES TO LAB	11/13/2020	3680	-
7460	851	000000	422	AMZN MKTP US 284Q77Y20	37.14	SHIPPING OF WATER SAMPLES TO LAB	11/12/2020	3680	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM SERVICE	11/13/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM SERVICE	11/13/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM SERVICE	11/13/2020	1025	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM SERVICE	11/20/2020	1025	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM SERVICE	11/02/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM SERVICE	11/02/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM SERVICE	11/02/2020	1025	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM SERVICE	11/06/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM SERVICE	11/06/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM SERVICE	11/20/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM SERVICE	11/20/2020	1025	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM SERVICE	11/27/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM SERVICE	11/27/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	Licensing - Microsoft o365 - OneDrive - Monthly	11/27/2020	1025	-
7450	642	000000	824	UPS 1Z17Y6230395243627	10.72	UNIFORM SERVICE	11/20/2020	3680	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM SERVICE	11/06/2020	1025	-
7430	903	000000	419	PAYFLOW/PAYPAL	87.67	Credit card processing - Online MyAccount	11/03/2020	5250	-
7450	921	000000	836	MSFT E0400CHGH3	28.60	LICENSING - MICROSOFT O365 - SKYPE TIER II - MONTHLY	11/04/2020	5250	-
7430	143	000001	422	AMAZON.COM SD7V17UL3	5,120.34	ID CARDS - KMCLAUGHLIN, FORSTER, GENERAL EMPLOYEE AND VENC	11/18/2020	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	31.56	Credit card processing - Online MyAccount	11/03/2020	5250	-
7460	851	000000	836	MSFT E0400CHGH3	35.75	LICENSING - MICROSOFT O365 - OFFICE APPS - MONTHLY	11/04/2020	5250	-
7430	921	000000	994	QUICKIDCARD.COM	92.27	ID Cards - Martelle x2, General employee and vendor spares	11/19/2020	5250	-
7450	921	000000	994	QUICKIDCARD.COM	49.69	ID Cards - PLinnerud, General employee and vendor spares	11/19/2020	5250	-
7460	851	000000	836	MSFT E0400CJGVX	4.36	MEETING EXPENSE - WEBINAR HOSTING - ANNUAL - X2	11/06/2020	5250	-
7430	920	000000	047	LOGMEIN GOTOMEETING	189.39	MEETING EXPENSE - WEBINAR HOSTING - ANNUAL - X2	11/09/2020	5250	-
7450	920	000000	047	LOGMEIN GOTOMEETING	68.87	MEETING EXPENSE - WEBINAR HOSTING - ANNUAL - X2	11/09/2020	5250	-
7460	850	000000	047	LOGMEIN GOTOMEETING	86.09	LICENSING - COLLOBOS PRESTO AIRPRINT SERVER - ANNUAL	11/09/2020	5250	-
7430	921	000000	532	COLLOBOS SOFTWARE, INC.	220.00	Licensing - Collobos Presto Airprint Server - Annual	11/09/2020	5250	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7450	921	000000	532	COLLOBOS SOFTWARE, INC.	80.00	Licensing - Collobos Presto Airprint Server - Annual	11/09/2020	5250	-
7460	851	000000	994	QUICKIDCARD.COM	35.49	INSULATION WOOD LATHE	11/19/2020	5250	-
7450	675	000000	436	STOUGHTON LUMBER CO	103.68	NITRATE TESTING	11/16/2020	8700	-
7450	642	000000	974	NORTHERN LAKE SERVICE- IN	30.00	CROSS CONNECTIONS	11/02/2020	7400	-
7460	840	000000	419	PAYFLOW/PAYPAL	42.08	Credit card processing - Online MyAccount	11/03/2020	5250	-
7430	921	000000	836	MSFT E0400CJGVX	9.57	LICENSING - MICROSOFT O365 - OFFICE APPS - MONTHLY	11/06/2020	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	54.82	Credit card processing - Desktop and Recurring	11/03/2020	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	19.73	Credit card processing - Desktop and Recurring	11/03/2020	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	26.31	Credit card processing - Desktop and Recurring	11/03/2020	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	8.79	Licensing - Microsoft o365 - Skype tier I - Monthly	11/03/2020	5250	-
7430	921	000000	836	MSFT E0400CHNG0	1.10	LICENSING - MICROSOFT O365 - SKYPE TIER I - MONTHLY	11/03/2020	5250	-
7450	921	000000	836	MSFT E0400CHNG0	0.40	LICENSING - MICROSOFT O365 - SKYPE TIER I - MONTHLY	11/03/2020	5250	-
7460	851	000000	836	MSFT E0400CHNG0	0.50	LICENSING - MICROSOFT O365 - SKYPE TIER II - MONTHLY	11/03/2020	5250	-
7450	921	000000	836	MSFT E0400CJGVX	3.48	LICENSING - MICROSOFT O365 - OFFICE APPS - MONTHLY	11/06/2020	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	14.04	Credit card processing - Desktop and Recurring	11/03/2020	5250	-
7430	921	000000	836	MSFT E0400CHJTE	5.50	LICENSING - MICROSOFT O365 - ONEDRIVE - MONTHLY	11/03/2020	5250	-
7450	921	000000	836	MSFT E0400CHJTE	2.00	LICENSING - MICROSOFT O365 - ONEDRIVE - MONTHLY	11/03/2020	5250	-
7460	851	000000	836	MSFT E0400CHJTE	2.50	CREDIT CARD PROCESSING - ONLINE MYACCOUNT	11/03/2020	5250	-
7430	921	000000	836	MSFT E0400CHGH3	78.65	LICENSING - MICROSOFT O365 - SKYPE TIER II - MONTHLY	11/04/2020	5250	-
7460	851	000000	532	COLLOBOS SOFTWARE, INC.	100.00	WPPI Reimbursed - Customer incentive - Holiday food drive	11/09/2020	5250	-
7430	597	000000	422	AMZN MKTP US C33Q08EZ3	4.49	LINE DIVISION TOOLS	11/19/2020	5200	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	127.50	MISC	11/17/2020	4000	-
7450	663	000000	261	DINGES FIRE COMPANY MOTO	95.00	LAB SUPPLIES	11/17/2020	8200	-
7430	593	000000	422	AMZN MKTP US GA95S0JD3	4.72	LINE DIVISION TOOLS	11/19/2020	5200	-
7430	593	000000	507	WAL-MART #1176	17.99	CURB STOP REPAIR	11/02/2020	6930	-
7460	833	000000	830	NCL OF WISCONSIN INC	316.25	LAG SCREWS	11/18/2020	8300	-
7430	593	000000	355	STUART C IRBY	60.50	ELECTRIC INVENTORY-IRBY	11/03/2020	4100	-
7460	833	000000	108	ASLESON'S TRUE VALUE HDW	37.31	SUMP PUMP DIGESTER FITTING	11/12/2020	8200	-
7460	833	000000	108	ASLESON'S TRUE VALUE HDW	4.49	JET VAC NOZZLES	11/13/2020	8200	-
7460	831	000000	100	JETTER NOZZLE STORE	959.00	RECIRCULATION PUMP DRIVE BELTS	11/16/2020	8200	-
7460	833	000000	626	663 STOUGHTON BUMPER TO B	213.00	METER CALIBRATION	11/17/2020	8200	-
7430	232	001099	355	STUART C IRBY	345.00	MISC SUPPLIES	11/03/2020	4100	-
7430	932	000000	327	BORDER STATES INDUSTRIES	260.12	ELECTRIC INVENTORY - IRBY	11/04/2020	4100	-
7450	675	000000	108	ASLESON'S TRUE VALUE HDW	12.00	JET VAC FITTINGS	11/10/2020	8400	-
7430	232	001099	355	STUART C IRBY	588.00	LABEL PRINTER RIBBON	11/06/2020	4100	-
7430	594	000000	327	BORDER STATES INDUSTRIES	107.46	REFUNDED AMOUNT	11/10/2020	4100	-
7430	934	000000	994	CAPITAL EQUIPMENT	69.00	FORK LIFT MAINT	11/19/2020	4100	-
7430	232	001099	355	STUART C IRBY	277.70	ELECTRIC INVENTORY-IRBY	11/27/2020	4100	-
7430	593	000000	422	AMAZON.COM QL66X9Y63 AMZN	20.11	LINE DIVISION TOOLS	11/20/2020	5200	-
7430	594	000000	422	AMAZON.COM QL66X9Y63 AMZN	20.11	LINE DIVISION TOOLS	11/20/2020	5200	-
7430	593	000000	422	AMZN MKTP US X48IS3C83	15.62	LINE DIVISION TOOLS	11/20/2020	5200	-
7430	594	000000	422	AMZN MKTP US X48IS3C83	15.63	PCB SAMPLES	11/20/2020	5200	-
7430	595	000000	164	THE UPS STORE 3617	14.67	INK CARTRIDGES	11/11/2020	4000	-
7430	921	000000	507	WAL-MART #1176	49.44	JANITORIAL	11/13/2020	4000	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	280.50	JANITORIAL	11/17/2020	4000	-
7430	594	000000	355	STUART C IRBY	130.00	MACHINE BOLTS	11/03/2020	4100	-
7460	831	000000	108	ASLESON'S TRUE VALUE HDW	7.48	DIGESTER DRAIN PROJECT SAW BLADE	11/10/2020	8200	-
7430	594	000000	422	AMZN MKTP US GA95S0JD3	4.72	LINE DIVISION TOOLS	11/19/2020	5200	-
7460	833	000000	108	ASLESON'S TRUE VALUE HDW	21.99	DEWATERING BELT FOR GBT	11/11/2020	8200	-
7460	833	000000	994	NATIONAL FILTER -ME	595.62	DIGESTER DRAIN PLUMBING SUPPLIES	11/12/2020	8200	-
7450	107.14	000000	354	HYDRO DESIGNS	791.00	FLUORIDE SAMPLING	11/02/2020	7400	200901XX - 1
7450	642	000000	675	WI STATE HYGIENE LAB	52.00	CHAINSAW PARTS	11/12/2020	7400	-
7430	932	000000	422	AMZN MKTP US 285NL2W91	63.21	LINE DIVISION TOOLS	11/11/2020	5200	-
7430	593	000000	422	AMZN MKTP US Z33W847V3	25.01	LINE DIVISION TOOLS	11/18/2020	5200	-
7430	594	000000	422	AMZN MKTP US Z33W847V3	25.01	METERING EQUIPMENT	11/18/2020	5200	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	102.00	JANITORIAL	11/17/2020	4000	-
7460	833	000000	261	DINGES FIRE COMPANY MOTO	95.00	METER CALIBRATION	11/17/2020	8200	-
<b>Total:</b>					<b>12,574.45</b>				

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
<b>Company: 7430</b>					
002121	EP	1/7/2021	25,071.10	516 WELLS FARGO BANK	VO for check batch: 310149
002122	HC	1/7/2021	861,277.84	009 WPPI	WPPI-Renewable Energy/WPPI-Buy Back Solar Credit/WPPI-Excess Gen 8-8 Credit/WPPI-Large Power/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services/WPPI-Support Services
002123	HC	1/30/2021	84.57	856 GORDON FLESCH COMPANY, INC.	Gordon Flesch-Jan Ach/Gordon Flesch-Jan Ach/Gordon Flesch-Jan Ach/Gordon Flesch-Jan Ach
002124	HC	1/30/2021	2,314.54	003 Alliant Energy - Ach	Alliant Energy - Jan Ach/Alliant Energy - Jan Ach/Alliant Energy - Jan Ach/Alliant Energy - Jan Ach/Alliant Energy - Jan Ach
002125	HC	1/30/2021	431.08	547 Charter Communications-Ach	Charter Comm-Jan Ach/Charter Comm-Jan Ach/Charter Comm-Jan Ach/Charter Comm-Jan Ach
002126	HC	1/30/2021	473.22	007 TDS Metrocom - Ach	TDS Metrocom -Jan Ach/TDS Metrocom -Jan Ach/TDS Metrocom -Jan Ach/TDS Metrocom -Jan Ach
002127	HC	1/30/2021	32,767.05	025 Payroll Federal Taxes- Ach	Federal Taxes-Jan Ach/Federal Taxes-Jan Ach/Federal Taxes-Jan Ach/Federal Taxes-Jan Ach
002128	HC	1/30/2021	6,331.86	008 Payroll State Taxes - Ach	States Taxes-Jan Ach/States Taxes-Jan Ach
002129	HC	1/30/2021	15,216.55	020 Wells Fargo Bank-Ach	Client Analysis-Jan Ach/Client Analysis-Jan Ach/Client Analysis-Jan Ach/Client Analysis-Jan Ach
002130	HC	1/30/2021	30.52	421 FIRST DATA CHARGES	First Data-Jan Ach/First Data-Jan Ach/First Data-Jan Ach/First Data-Jan Ach
002131	HC	1/30/2021	173.11	952 AT&T	AT&T-Jan Ach/AT&T-Jan Ach
002132	HC	1/30/2021	661.48	002 Employee Benefits Corp - Ach	EBC-Jan Ach/EBC-Jan Ach/EBC-Jan Ach/EBC-Jan Ach
002133	HC	1/30/2021	1,229.13	004 Us Cellular - Ach	Us Cellular - Jan Ach/Us Cellular - Jan Ach/Us Cellular - Jan Ach

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Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
002134	HC	1/30/2021	2,624.24	001 Delta Dental - Ach	Delta Dental - Jan Ach/Delta Dental - Jan Ach/Delta Dental - Jan Ach
002135	HC	1/30/2021	14,646.54	010 WI Dept. of Revenue Taxpayment-Ach	Dept of Rev-Jan Ach/Dept of Rev-Jan Ach
027319	CK	1/12/2021	95,791.98	131 CITY OF STOUGHTON	City Stoton-Nov Legal Shield/City Stoton-Dec Legal Shield/City Stoton-Nov Health Ins/City Stoton-Nov Health Ins/City Stoton-Nov Health Ins/City Stoton-Dec Delta Vision/City Stoton-11/13 JF Wages/City Stoton-11/13 JF Wages/City Stoton-11/13 JF Wages+
027320	CK	1/12/2021	123.00	584 VINING SPARKS IBG, L.P.	Vining sparks-Safekeeping
027321	CK	1/12/2021	2,200.00	648 BAKER TILLY VIRCHOW KRAUSE, LLP	Baker Tilly-Audit Contract/Baker Tilly-Audit Contract/Baker Tilly-Audit Contract
027322	CK	1/12/2021	237.63	673 MULCAHY SHAW WATER	Mulcahy-RTD Assembly
027323	CK	1/12/2021	133.90	203 JULIE HAMER	J Hamer-Customer Refund
027324	CK	1/12/2021	176.97	285 LAURA SCHUMACHER	L Schumacher-Customer Refund
027325	CK	1/12/2021	495.00	377 GENERAL COMMUNICATIONS, INC	General Comm-Maint. Contract/General Comm-Maint. Contract/General Comm-Maint. Contract
027326	CK	1/12/2021	184.76	464 DALE OR AMY NELSON	D Nelson-Customer Refund
027328	CK	1/12/2021	51.69	522 ROGER OAKEY	R Oakey-Customer Refund
027329	CK	1/12/2021	76.29	034 ROGER PALEK	R Palek-Customer Refund
027330	CK	1/12/2021	108.00	211 CREDIT MANAGEMENT CONTROL, INC.	Credit Mgmt-Skip Tracing/Credit Mgmt-Skip Tracing/Credit Mgmt-Skip Tracing/Credit Mgmt-Skip Tracing
027331	CK	1/12/2021	2,091.76	405 ROSENBAUM CRUSHING & EXCAV.	Rosenbaum-Dump fees
027332	CK	1/12/2021	75.64	572 TOM MCGINNIS	T Mcginnis-Customer Refund
027333	CK	1/12/2021	75.00	663 DONAL OR RHONDA MIX	D Mix-Customer Refund
027334	CK	1/12/2021	550.00	084 HARVEST FARMS, LLC	Harvest Farms-Lot 124



Date: Thursday, February 04, 2021  
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**Stoughton Utilities**  
**Check Register Summary - Standard**

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 Report: 03699W.rpt  
 Company: 7430

Period: - As of: 2/4/2021

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
027353	CK	1/21/2021	12,738.01	131 CITY OF STOUGHTON	City Stoton - Wages/City Stoton - Wages
027354	CK	1/21/2021	84,352.85	386 HOOPER CORPORATION	Hooper-Materials/Hooper Corp-crew hours/Hooper-Materials/Hooper-GA_4/Hooper Corp-crew hours/Hooper Corp-crew hours/Hooper-DA_4/Hooper-BA_2/Hooper Corp-crew hours/Hooper Corp-crew hours/Hooper Corp-crew hours
027355	CK	1/21/2021	1,299.80	487 MARTELLE WATER TREATMENT	Martelle-Water Treatment Mat/Martelle-Water Treatment Mat
027356	CK	1/27/2021	972.89	327 BORDER STATES ELECTRIC SUPPLY	Border States-Supplies/Border States-Supplies
027357	CK	1/27/2021	1,490.93	400 RESCO	Resco-Supplies/Resco-Supplies/Resco-Inventory
027358	CK	1/27/2021	51,717.37	131 CITY OF STOUGHTON	City Stoton-Stormwater
027359	CK	1/27/2021	850.15	487 MARTELLE WATER TREATMENT	Martelle-Sodium-Hydro bulk
027360	CK	1/27/2021	22,274.22	131 CITY OF STOUGHTON	City Stoton-Jan B Def Comp/City Stoton-Jan Retirement/City Stoton-Jan Retirement/City Stoton-Jan Retirement
027361	CK	1/27/2021	2,400.00	361 PROGRESS SOFTWARE CORPORATION	Progress-Software Maint.
027362	CK	1/27/2021	6,325.68	448 STRAND ASSOCIATES INC.	Strand-Digester Cover Grant/Strand-Interm Phos Limit Comp
027363	CK	1/27/2021	1,000.00	662 PGH FIRE PROTECTION, LLC	PGH-Annual Backflow Tests/PGH-Annual Backflow Tests
102016	CK	1/12/2021	2,451.25	157 FORSTER ELEC. ENG.,INC.	Forster-East Sub
102017	CK	1/12/2021	2,141.18	259 ITRON, INC.	Itron-Qtr Maint.
102018	CK	1/12/2021	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Jan A Def Comp
102019	CK	1/26/2021	5,597.89	603 SEERA-WIPFLI LLP	Seera-CTC Funds Stoughton
102020	CK	1/26/2021	300.00	731 NORTH SHORE BANK FSB-DEFERRED COMP.	N Shore Bk-Jan B Def Comp

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

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Report: 03699W.rpt  
Company: 7430

Period: - As of: 2/4/2021

Check Nbr	Type	Date	Amount Paid	Vendor ID / Name	Description
102021	CK	1/26/2021	3,416.22	852 INFOSEND, INC	Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing/Infosend-Billing & Mailing
<b>Company Total</b>			1,338,970.13		

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# Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000123'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
<b>Import ID: 009010</b>		<b>Import # : 0000000123</b>							
7430	921	000000	836	MICROSOFT 365	-1.80	LICENSING - OFFICE 365 HOSTED - PARTIAL MONTH CREDIT DUE TO LI	12/02/2020	5250	-
7430	921	000000	836	MICROSOFT 365	-21.10	LICENSING - OFFICE 365 HOSTED - PARTIAL MONTH CREDIT DUE TO LI	12/02/2020	5250	-
7430	593	000000	994	TRACTOR SUPPLY #2236	-8.99	MISC LINE SUPPLIES RETURNED	12/17/2020	5200	-
7430	921	000000	352	STAPLS7319153859000001	25.87	GENERAL OFFICE SUPPLIES	12/02/2020	3680	-
7430	921	000000	836	MICROSOFT 365	-2.90	LICENSING - OFFICE 365 HOSTED - PARTIAL MONTH CREDIT DUE TO LI	12/03/2020	5250	-
7430	593	000000	422	AMAZON.COM AMZN.COM/BILL	-29.52	ITEMS RETURNED	12/15/2020	5200	-
7460	851	000000	352	STAPLS7319153859000001	12.41	GENERAL OFFICE SUPPLIES	12/02/2020	3680	-
7430	233	001099	352	STAPLS7319153859000001	4.15	GENERAL OFFICE SUPPLIES	12/02/2020	3680	-
7430	143	000003	740	FACEBK RKHEHYW8Q2	63.41	OUTREACH - CURBSIDE FOOD DRIVE - WPPI REIMBURSED	12/04/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230398461430	10.72	SHIPPING OF WATER SAMPLES TO LAB	12/04/2020	3680	-
7450	921	000000	352	STAPLS7319153859000001	9.31	GENERAL OFFICE SUPPLIES	12/02/2020	3680	-
7450	642	000000	824	UPS 1Z17Y6230393688455	10.72	SHIPPING OF WATER SAMPLES TO LAB	12/11/2020	3680	-
7430	921	000000	352	STAPLS7318955703000001	109.72	COVID PPE	12/11/2020	3680	-
7430	143	000001	465	OTC BRANDS INC	174.93	WPPI REIMBURSED - ITEMS FOR CURBSIDE FOOD DRIVE INCENTIVE	12/08/2020	3680	-
7430	926	000000	809	CINTAS CORP	76.02	UNIFORM CLEANING	12/07/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM CLEANING	12/07/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM CLEANING	12/07/2020	1025	-
7430	107.14	000000	507	WAL-MART #1176	109.73	COVID CLEANING SUPPLIES	12/14/2020	1025	200069XX - 1
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM CLEANING	12/14/2020	1025	-
7430	926	000000	809	CINTAS CORP	51.28	UNIFORM CLEANING	12/18/2020	1025	-
7450	921	000000	352	STAPLS7318955703000001	39.90	COVID PPE	12/11/2020	3680	-
7460	851	000000	352	STAPLS7318955703000001	49.88	COVID PPE	12/11/2020	3680	-
7430	143	000001	415	STOUGHTON CHAMBER OF COMM	200.00	WPPI Reimbursed - Items for curbside food drive incentive	12/16/2020	3680	-
7430	143	000001	994	EIG CONSTANTCONTACT.COM	459.00	WPPI Reimbursed - Outreach - Annual bulk email subscription	12/17/2020	3680	-
7430	143	000001	422	AMAZON.COM IR2WJ4133	139.90	WPPI REIMBURSED - ITEMS FOR CURBSIDE FOOD DRIVE INCENTIVE	12/21/2020	3680	-
7460	107.14	000000	507	WAL-MART #1176	49.89	COVID CLEANING SUPPLIES	12/14/2020	1025	200304XX - 1
7430	926	000000	809	CINTAS CORP	51.28	UNIFORM CLEANING	12/14/2020	1025	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM CLEANING	12/14/2020	1025	-
7450	107.14	000000	507	WAL-MART #1176	39.90	COVID CLEANING SUPPLIES	12/14/2020	1025	200906XX - 1
7430	143	000003	740	FACEBK HYYCXYW8Q2	86.59	OUTREACH - CURBSIDE FOOD DRIVE - WPPI REIMBURSED	12/22/2020	3680	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM CLEANING	12/28/2020	1025	-
7430	921	000000	604	CDW GOVT #5744939	355.41	LICENSING - ACRONIS FILES ACCESS - MAINTENANCE - ANNUAL	12/22/2020	5250	-
7450	926	000000	578	SHOE BOX	295.00	SAFETY BOOTS	12/21/2020	7400	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM CLEANING	12/28/2020	1025	-
7450	921	000000	604	CDW GOVT #5744939	129.24	LICENSING - ACRONIS FILES ACCESS - MAINTENANCE - ANNUAL	12/22/2020	5250	-
7430	107.14	000000	994	KWIK TRIP 73900007393	10.94	GAS FOR TRAILER	12/14/2020	5200	201011UA - 1
7430	903	000000	419	PAYFLOW/PAYPAL	74.92	Credit card processing - Online MyAccount	12/03/2020	5250	-
7460	851	000000	604	CDW GOVT #5744939	161.55	LICENSING - ACRONIS FILES ACCESS - MAINTENANCE - ANNUAL	12/22/2020	5250	-
7430	593	000000	994	TRACTOR SUPPLY #2236	10.98	MISC LINE SUPPLIES	12/16/2020	5200	-
7450	903	000000	419	PAYFLOW/PAYPAL	26.97	Credit card processing - Online MyAccount	12/03/2020	5250	-
7450	663	000000	148	FASTENAL COMPANY 01WISTG	197.22	LARGE METER REPLACEMENT BOLTS	12/08/2020	8700	-
7450	932	000000	164	THE UPS STORE 3617	12.76	METER READER REPAIR	12/09/2020	8700	-

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## Stoughton Utilities Posting Preview Report

Select By: {PSSPurchCard.RefNbr} = '0000000123'

Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7450	932	000000	164	THE UPS STORE 3617	14.56	METER READER REPAIR	12/10/2020	8700	-
7430	932	000000	108	ASLESON'S TRUE VALUE HDW	503.78	ADMIN BLDG SNOW BLOWER	12/16/2020	8700	-
7450	932	000000	108	ASLESON'S TRUE VALUE HDW	183.19	ADMIN BLDG SNOW BLOWER	12/16/2020	8700	-
7460	834	000000	108	ASLESON'S TRUE VALUE HDW	229.00	ADMIN BLDG SNOW BLOWER	12/16/2020	8700	-
7450	932	000000	108	ASLESON'S TRUE VALUE HDW	10.99	SNOW BLOWER REPAIR	12/22/2020	8700	-
7450	678	000000	436	STOUGHTON LUMBER CO	42.60	MISC SUPPLIES	12/23/2020	8700	-
7450	642	000000	675	WI STATE HYGIENE LAB	26.00	FUORIDE SAMPLES	12/02/2020	7400	-
7450	926	000000	809	CINTAS CORP	22.77	UNIFORM CLEANING	12/18/2020	1025	-
7460	854	000000	809	CINTAS CORP	15.18	UNIFORM CLEANING	12/18/2020	1025	-
7460	840	000000	419	PAYFLOW/PAYPAL	35.96	Credit card processing - Online MyAccount	12/03/2020	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	12.00	Credit card processing - Online MyAccount	12/03/2020	5250	-
7430	903	000000	419	PAYFLOW/PAYPAL	51.32	Credit card processing - Desktop and recurring	12/03/2020	5250	-
7450	903	000000	419	PAYFLOW/PAYPAL	18.47	Credit card processing - Desktop and recurring	12/03/2020	5250	-
7460	840	000000	419	PAYFLOW/PAYPAL	24.65	Credit card processing - Desktop and recurring	12/03/2020	5250	-
7430	233	001099	419	PAYFLOW/PAYPAL	8.21	Credit card processing - Desktop and recurring	12/03/2020	5250	-
7430	921	000000	836	MSFT E0400CSJYB	78.65	LICENSING - OFFICE 365 HOSTED - SKYPE FOR BUSINESS	12/07/2020	5250	-
7450	921	000000	836	MSFT E0400CSJYB	28.60	LICENSING - OFFICE 365 HOSTED - SKYPE FOR BUSINESS	12/07/2020	5250	-
7430	926	000000	809	CINTAS CORP	49.24	UNIFORM CLEANING	12/28/2020	1025	-
7460	851	000000	836	MSFT E0400CSJYB	35.75	LICENSING - OFFICE 365 HOSTED - SKYPE FOR BUSINESS	12/07/2020	5250	-
7450	107.14	000000	354	HYDRO DESIGNS	791.00	CROSS CONNECTIONS	12/08/2020	7400	200901XX - 1
7460	834	000000	800	CLASS 1 AIR INC	115.00	LAB FUME HOOD INSPECTION	12/10/2020	8200	-
7430	593	000000	374	FREEMAN MANUFACTURING & S	279.58	TAPE FOR POLE GRID NUMBERS	12/10/2020	4100	-
7450	932	000000	422	AMZN MKTP US P76RC4O53	7.79	FLAG FOR ADMIN BLDG	12/24/2020	4100	-
7460	833	000000	571	USA BLUE BOOK	198.45	INFLUENT SAMPLER CABLE	12/17/2020	8200	-
7450	673	000000	816	CORE & MAIN LP 233	137.50	MISC MATERIALS	12/15/2020	4100	-
7460	834	000000	422	AMZN MKTP US P76RC4O53	9.76	FLAG FOR ADMIN BLDG	12/24/2020	4100	-
7460	827	000000	458	LOUS GLOVES	168.00	DISPOSABLE GLOVES	12/18/2020	8200	-
7450	232	001099	816	CORE & MAIN LP 233	1,207.00	WATER INVENTORY-CORE AND MAIN	12/15/2020	4100	-
7430	593	000000	994	TRACTOR SUPPLY #2236	70.85	MISC LINE SUPPLIES	12/16/2020	5200	-
7460	339	000000	571	USA BLUE BOOK	3,126.60	INFLUENT SAMPLER CONTROLLER	12/21/2020	8200	-
7430	932	000000	331	MONONA PLUMBING AND FIRE	96.25	FIRE SPRINKLER INSPECTION	12/17/2020	4100	-
7430	934	000000	994	CAPITAL EQUIPMENT	69.00	FORKLIFT MAINT	12/24/2020	4100	-
7430	232	001099	355	STUART C IRBY	588.00	ELECTRIC INVENTORY-IRBY	12/01/2020	4100	-
7430	232	001099	355	STUART C IRBY	358.50	ELECTRIC INVENTORY-IRBY	12/02/2020	4100	-
7430	232	001099	355	STUART C IRBY	588.00	ELECTRIC INVENTORY-IRBY	12/02/2020	4100	-
7460	833	000000	414	NBS CALIBRATIONS	152.00	LAB BALANCE CALIBRATION	12/31/2020	8200	-
7430	232	001099	355	STUART C IRBY	3,510.00	ELECTRIC INVENTORY-IRBY	12/02/2020	4100	-
7460	834	000000	331	MONONA PLUMBING AND FIRE	43.75	FIRE SPRINKLER INSPECTION	12/17/2020	4100	-
7430	232	001099	355	STUART C IRBY	5,265.00	ELECTRIC INVENTORY-IRBY	12/17/2020	4100	-
7430	232	001099	355	STUART C IRBY	1,410.00	ELECTRIC INVENTORY-IRBY	12/17/2020	4100	-
7460	854	000000	578	SHOE BOX	228.00	SAFETY BOOTS	12/17/2020	8710	-
7430	932	000000	322	IN SUNDANCE BIOCLEAN, IN	280.50	JANITORIAL	12/15/2020	4000	-
7450	932	000000	322	IN SUNDANCE BIOCLEAN, IN	102.00	JANITORIAL	12/15/2020	4000	-
7460	834	000000	322	IN SUNDANCE BIOCLEAN, IN	127.50	JANITORIAL	12/15/2020	4000	-

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Company	Account	Sub	Vendor ID	Merchant	Amount	Description	Post Date	Emp ID	Projec
7450	642	000000	164	THE UPS STORE 3617	10.94	WATER SAMPLES	12/15/2020	8400	-
7460	831	000000	835	IN MC TOOLS AND REPAIR L	136.50	HOSE TOOL FOR JET VAC	12/01/2020	8200	-
7460	833	000000	148	FASTENAL COMPANY 01WISTG	52.04	PLANT OPERATIONS LUBRICANT	12/04/2020	8200	-
7450	932	000000	331	MONONA PLUMBING AND FIRE	35.00	FIRE SPRINKLER INSPECTION	12/17/2020	4100	-
7430	232	001099	355	STUART C IRBY	178.50	ELECTRIC INVENTORY-IRBY	12/18/2020	4100	-
7430	934	000000	994	TRACTOR SUPPLY #2236	18.43	PROPANE FOR FORKLIFT	12/24/2020	5200	-
7430	232	001099	355	STUART C IRBY	443.75	ELECTRIC INVENTORY-IRBY	12/18/2020	4100	-
7430	232	001099	355	STUART C IRBY	211.00	ELECTRIC INVENTORY-IRBY	12/21/2020	4100	-
7460	833	000000	830	NCL OF WISCONSIN INC	126.47	LAB SUPPLIES	12/04/2020	8300	-
7460	833	000000	937	SPEE-DEE DELIVERY SERVICE	26.42	SAMPLE DELIVERY	12/21/2020	8300	-
7460	833	000000	390	BADGER WATER	33.80	SAMPLING WATER	12/30/2020	8300	-
7460	854	000000	578	SHOE BOX	269.00	SAFETY BOOTS	12/08/2020	8200	-
7430	232	001099	355	STUART C IRBY	87.72	ELECTRIC INVENTORY-IRBY	12/08/2020	4100	-
7430	932	000000	422	AMZN MKTP US P76RC4O53	21.44	FLAG FOR ADMIN BLDG	12/24/2020	4100	-
<b>Total:</b>					<b>25,071.10</b>				

# Stoughton Utilities

## Financial Summary

October 2020 YTD

### **Overall Summary:**

YTD 2020 operating income is \$1,109,000 down \$34,400 from 2019. Electric is up \$56,800. Water is down \$80,900. Wastewater is down \$10,300.

### **Electric Summary:**

2020 operating income was \$520,280, up \$56,800 from the prior year YTD. Sales revenues were down \$110,500 but were offset nearly 3 times as much by reduced power costs. YTD kWh sales are down 4.0 million, or 3.4%. The decline in sales revenue is due to lower industrial power sales offset in part by higher residential sales.

Non-power operating expenses are up \$149,000 YTD, or 5.5%. Underground line expenses are up \$149,700 over 2019 YTD due to the TDS project. Overhead line expenses are also up over \$22,000 for an overhead inspection project. These additional expenses have been made up in part by lower labor, technology, and other costs.

The rate of return is currently 3.17% compared to 2.95% at this point in time in 2019. Unrestricted cash balances are \$5.1 million (4.2 months of sales).

### **Water Summary:**

Operating revenues were up \$9,900 or 0.5%. Total gallons sold YTD is running 1.3% lower than 2019. Residential sales are up 5.3% from the prior year and accounts for the increase in revenues. Industrial sales are down 11.1% from the prior year.

Operating expenses were up \$90,800, or 5.8%, compared to the prior year. \$32,100 of the extra expenses is from labor and benefit expenses. \$11,000 of this expense is from the 24<sup>th</sup> payroll of the year landing in October in 2020 vs November in 2019. The remaining expense is mostly from increased locate expenses from the TDS project, lateral repair work and labor benefit costs.

The rate of return is currently 2.92% compared to 3.96% at this point in time in 2019. Unrestricted cash balances are \$0.9 million (4.4 months of sales).

### **Wastewater Summary:**

2020 operating revenues were up \$69,500 YTD, or 3.9%, from 2019. Regular sales were up \$132,000 but surcharge revenues were down \$62,500. The additional sales revenue is from residential customers.

Operating expenses were \$1,566,800, which was up \$79,900, or 5.4%, from the prior year. \$29,600 of the increase is from operating and maintenance labor in 2020, but about \$11,000 is from the extra payroll so far this year. Unrestricted cash balances were \$0.7 million (3.7 months of sales).

Submitted by: Ryan Wiesen

**STOUGHTON UTILITIES**

Balance Sheets

As of October 31, 2020

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
<b>Assets</b>				
Cash & Investments	\$ 7,774,129	\$ 2,174,580	\$ 2,105,486	\$ 12,054,195
Customer A/R	1,395,899	236,848	255,594	1,888,341
Other A/R	112,258	509	(430)	112,338
Other Assets	881,312	133,526	15,593	1,030,431
Plant in Service	30,833,599	16,820,555	31,603,260	79,257,414
Accumulated Depreciation	(15,401,660)	(5,894,082)	(12,961,726)	(34,257,469)
Plant in Service - CIAC	3,814,747	7,962,587	-	11,777,334
Accumulated Depreciation-CIAC	(1,945,735)	(2,359,487)	-	(4,305,223)
Construction Work in Progress	479,125	546,356	683,661	1,709,143
GASB 68 Deferred Outflow	1,042,969	354,076	431,889	1,828,934
<b>Total Assets</b>	<u>\$ 28,986,643</u>	<u>\$ 19,975,467</u>	<u>\$ 22,133,328</u>	<u>\$ 71,095,438</u>
<b>Liabilities + Net Assets</b>				
Accounts Payable	\$ 141,661	\$ 65,622	\$ 45,062	\$ 252,345
Payable to City of Stoughton	392,098	370,000	-	762,098
Interest Accrued	6,946	(34)	(321)	6,590
Other Liabilities	1,734,531	86,741	97,342	1,918,615
Long-Term Debt	3,826,286	3,716,302	3,658,266	11,200,854
Net Assets	22,150,148	15,487,368	18,068,127	55,705,642
GASB 68 Deferred Inflow	734,974	249,468	264,852	1,249,294
<b>Total Liabilities + Net Assets</b>	<u>\$ 28,986,643</u>	<u>\$ 19,975,467</u>	<u>\$ 22,133,328</u>	<u>\$ 71,095,438</u>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

October 31, 2020

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 12,230,698	\$ 1,918,210	\$ 1,784,578	\$ 15,933,486
Other	138,257	55,503	48,457	242,217
<i>Total Operating Revenue:</i>	<b>\$ 12,368,955</b>	<b>\$ 1,973,712</b>	<b>\$ 1,833,035</b>	<b>\$ 16,175,703</b>
<i>Operating Expense:</i>				
Purchased Power	8,995,915	-	-	8,995,915
Expenses (Including Taxes)	1,439,091	854,805	841,781	3,135,676
PILOT	392,500	370,000	-	762,500
Depreciation	1,021,170	426,450	725,000	2,172,620
<i>Total Operating Expense:</i>	<b>\$ 11,848,675</b>	<b>\$ 1,651,255</b>	<b>\$ 1,566,781</b>	<b>\$ 15,066,711</b>
<i>Operating Income</i>	<b>\$ 520,280</b>	<b>\$ 322,458</b>	<b>\$ 266,254</b>	<b>\$ 1,108,992</b>
Non-Operating Income	253,116	14,234	22,041	289,391
Non-Operating Expense	(81,648)	(72,458)	(81,920)	(236,026)
<i>Net Income</i>	<b>\$ 691,748</b>	<b>\$ 264,233</b>	<b>\$ 206,375</b>	<b>\$ 1,162,357</b>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

October 31, 2019

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 12,341,209	\$ 1,906,533	\$ 1,652,538	\$ 15,900,280
Other	120,960	\$ 57,327	\$ 110,959	289,246
<i>Total Operating Revenue:</i>	<b>\$ 12,462,170</b>	<b>\$ 1,963,860</b>	<b>\$ 1,763,496</b>	<b>\$ 16,189,526</b>
<i>Operating Expense:</i>				
Purchased Power	9,295,058	-	-	9,295,058
Expenses (Including Taxes)	1,328,848	771,523	770,226	2,870,598
PILOT	383,330	365,000	-	748,330
Depreciation	991,500	423,970	716,670	2,132,140
<i>Total Operating Expense:</i>	<b>\$ 11,998,736</b>	<b>\$ 1,560,493</b>	<b>\$ 1,486,896</b>	<b>\$ 15,046,125</b>
<i>Operating Income</i>	<b>\$ 463,434</b>	<b>\$ 403,367</b>	<b>\$ 276,600</b>	<b>\$ 1,143,400</b>
Non-Operating Income	343,947	31,402	119,469	494,818
Non-Operating Expense	(121,083)	(38,333)	(92,500)	(251,916)
<i>Net Income</i>	<b>\$ 686,298</b>	<b>\$ 396,435</b>	<b>\$ 303,569</b>	<b>\$ 1,386,302</b>

**STOUGHTON UTILITIES**

Rate of Return

Year-to-Date October 31, 2020

	<u>Electric</u>	<u>Water</u>
Operating Income (Regulatory)	\$ 520,280	\$ 322,458
Average Utility Plant in Service	30,185,488	16,692,628
Average Accumulated Depreciation	(14,690,169)	(5,588,275)
Average Materials and Supplies	339,198	41,410
Average Regulatory Liability	(77,564)	(119,802)
Average Customer Advances	668,056	-
Average Net Rate Base	\$ 16,425,009	\$ 11,025,960
October 2020 Rate of Return	<b>3.17%</b>	<b>2.92%</b>
October 2019 Rate of Return	<b>2.95%</b>	<b>3.96%</b>
December 2019 Rate of Return	<b>2.87%</b>	<b>4.65%</b>
Authorized Rate of Return	<b>4.90%</b>	<b>5.00%</b>

**STOUGHTON UTILITIES**  
Cash and Investments Summary  
As of October 31, 2020

**Electric**

**October 2020**

Unrestricted (4.2 months sales)	\$	5,119,572
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	399,346
Depreciation	\$	25,000
Designated	\$	1,769,490
<b>Total</b>	<b>\$</b>	<b><u>7,774,130</u></b>

**Electric Cash - October 2020**

■ Unrestricted (4.2 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



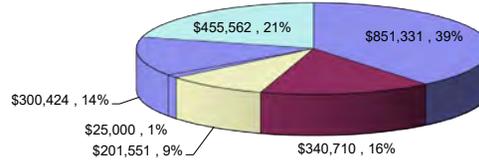
**Water**

**October 2020**

Unrestricted (4.4 months sales)	\$	851,331
Bond Reserve	\$	340,710
Redemption Fund (P&I)	\$	201,551
Depreciation	\$	25,000
Construction	\$	300,424
Designated	\$	455,562
<b>Total</b>	<b>\$</b>	<b><u>2,174,578</u></b>

**Water Cash - October 2020**

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



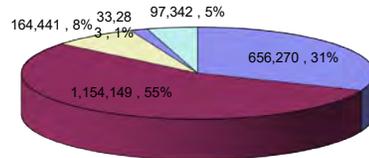
**Wastewater**

**October 2020**

Unrestricted (3.7 months sales)		656,270
DNR Replacement		1,154,149
Redemption Fund (P&I)		164,441
Depreciation		33,283
Designated		97,342
<b>Total</b>		<b><u>2,105,485</u></b>

**Wastewater Cash - October 2020**

■ Unrestricted (3.7 months sales) ■ DNR Replacement ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



# Stoughton Utilities

## Financial Summary

November 2020 YTD

### **Overall Summary:**

YTD 2020 operating income is \$1,290,700, up \$183,100 from October 2020. The improvement is across all three utilities.

### **Electric Summary:**

2020 operating income was \$591,900, up \$174,900 from the prior year YTD. The additional income is from reduced power costs in 2020 compared to 2019. YTD kWh sales are down 4.8 million, or 3.8%. This indicates that even though kWh sales are down the margin on kWh sales has expanded in 2020.

Non-power operating expenses are up \$59,256 YTD, or 1.9%. Underground line expenses are up \$156,600 over 2019 YTD due to the TDS project. Overhead line expenses are also up over \$22,400 for an overhead inspection project. These additional expenses have been made up in part by \$85,000 lower labor/benefit costs and \$35,000 lower overhead maintenance costs (tree maintenance) in 2020. The lower labor costs were driven by employee vacancies.

The rate of return is currently 3.62% compared to 2.66% at this point in time in 2019. Unrestricted cash balances are \$4.9 million (4.0 months of sales). The negative accounts payable on the balance sheet is related to recording of inventory and will clear itself out in December 2020.

### **Water Summary:**

Operating revenues were up \$16,700 or 0.8%. Total gallons sold YTD is running 1.8% lower than 2019. Residential sales are up 4.7% from the prior year and accounts for the increase in revenues. Industrial sales are down 11.3% from the prior year.

Operating expenses were up \$45,800, or 2.6%, compared to the prior year. \$36,600 of the additional expenses are from labor and benefit costs.

The rate of return is currently 3.39% compared to 3.97% at this point in time in 2019. Unrestricted cash balances are \$1.0 million (5.1 months of sales).

### **Wastewater Summary:**

2020 operating revenues were up \$82,800 YTD, or 4.3%, from 2019. Regular sales were up \$140,800 but surcharge revenues were down \$58,000. The additional sales revenue is from residential and industrial customers.

Operating expenses were \$1,692,000, which was up \$45,400, or 2.8%, from the prior year. \$19,600 of the increase is from operating and maintenance labor in 2020. The remainder of the additional expenses relate to sludge hauling. Unrestricted cash balances were \$0.7 million (4.0 months of sales).

Submitted by: Ryan Wiesen

**STOUGHTON UTILITIES**

## Balance Sheets

As of November 30, 2020

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
<b>Assets</b>				
Cash & Investments	\$ 7,583,880	\$ 2,272,993	\$ 2,198,770	\$ 12,055,643
Customer A/R	1,526,594	265,831	264,947	2,057,371
Other A/R	187,293	509	(430)	187,372
Other Assets	805,212	139,740	21,280	966,232
Plant in Service	30,875,092	16,820,555	31,603,260	79,298,907
Accumulated Depreciation	(15,509,816)	(5,937,407)	(13,034,226)	(34,481,450)
Plant in Service - CIAC	3,829,442	7,962,587	-	11,792,029
Accumulated Depreciation-CIAC	(1,945,735)	(2,359,487)	-	(4,305,223)
Construction Work in Progress	603,148	549,812	707,048	1,860,008
GASB 68 Deferred Outflow	1,042,969	354,076	431,889	1,828,934
<b>Total Assets</b>	<u>\$ 28,998,078</u>	<u>\$ 20,069,207</u>	<u>\$ 22,192,539</u>	<u>\$ 71,259,824</u>
<b>Liabilities + Net Assets</b>				
Accounts Payable	\$ (50,040)	\$ 65,899	\$ 45,201	\$ 61,061
Payable to City of Stoughton	485,862	407,405	-	893,267
Interest Accrued	14,714	7,210	7,871	29,794
Other Liabilities	1,683,061	91,741	97,342	1,872,145
Long-Term Debt	3,826,286	3,716,302	3,658,266	11,200,854
Net Assets	22,303,221	15,531,181	18,119,007	55,953,410
GASB 68 Deferred Inflow	734,974	249,468	264,852	1,249,294
<b>Total Liabilities + Net Assets</b>	<u>\$ 28,998,077</u>	<u>\$ 20,069,207</u>	<u>\$ 22,192,539</u>	<u>\$ 71,259,824</u>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

November 30, 2020

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 13,300,422	\$ 2,100,462	\$ 1,956,905	\$ 17,357,790
Other	140,973	70,985	60,332	272,290
<i>Total Operating Revenue:</i>	<b>\$ 13,441,395</b>	<b>\$ 2,171,447</b>	<b>\$ 2,017,237</b>	<b>\$ 17,630,080</b>
<i>Operating Expense:</i>				
Purchased Power	9,741,187	-	-	9,741,187
Expenses (Including Taxes)	1,553,327	921,759	894,511	3,369,597
PILOT	431,750	407,000	-	838,750
Depreciation	1,123,287	469,095	797,500	2,389,882
<i>Total Operating Expense:</i>	<b>\$ 12,849,551</b>	<b>\$ 1,797,854</b>	<b>\$ 1,692,011</b>	<b>\$ 16,339,416</b>
<i>Operating Income</i>	<b>\$ 591,845</b>	<b>\$ 373,593</b>	<b>\$ 325,226</b>	<b>\$ 1,290,664</b>
Non-Operating Income	342,420	14,156	22,141	378,717
Non-Operating Expense	(89,443)	(79,702)	(90,112)	(259,257)
<i>Net Income</i>	<b>\$ 844,822</b>	<b>\$ 308,047</b>	<b>\$ 257,255</b>	<b>\$ 1,410,124</b>

**STOUGHTON UTILITIES**

Year-to-Date Combined Income Statement

November 30, 2019

	<b>Electric</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<i>Operating Revenue:</i>				
Sales	\$ 13,397,311	\$ 2,091,962	\$ 1,816,098	\$ 17,305,371
Other	121,880	\$ 62,798	\$ 118,357	303,036
<i>Total Operating Revenue:</i>	<b>\$ 13,519,191</b>	<b>\$ 2,154,760</b>	<b>\$ 1,934,456</b>	<b>\$ 17,608,407</b>
<i>Operating Expense:</i>				
Purchased Power	10,053,110	-	-	10,053,110
Expenses (Including Taxes)	1,484,646	884,172	858,276	3,227,094
PILOT	473,812	401,500	-	875,312
Depreciation	1,090,650	466,367	788,337	2,345,354
<i>Total Operating Expense:</i>	<b>\$ 13,102,218</b>	<b>\$ 1,752,039</b>	<b>\$ 1,646,613</b>	<b>\$ 16,500,871</b>
<i>Operating Income</i>	<b>\$ 416,972</b>	<b>\$ 402,721</b>	<b>\$ 287,843</b>	<b>\$ 1,107,536</b>
Non-Operating Income	389,996	34,109	121,209	545,313
Non-Operating Expense	(128,655)	(104,546)	(101,750)	(334,951)
<i>Net Income</i>	<b>\$ 678,313</b>	<b>\$ 332,284</b>	<b>\$ 307,301</b>	<b>\$ 1,317,898</b>

**STOUGHTON UTILITIES**

Rate of Return

Year-to-Date November 30, 2020

	<u>Electric</u>	<u>Water</u>
Operating Income (Regulatory)	\$ 591,845	\$ 373,593
Average Utility Plant in Service	30,206,234	16,692,628
Average Accumulated Depreciation	(14,744,247)	(5,609,938)
Average Materials and Supplies	291,074	40,765
Average Regulatory Liability	(77,564)	(119,802)
Average Customer Advances	665,863	2,500
Average Net Rate Base	\$ 16,341,360	\$ 11,006,152
November 2020 Rate of Return	<b>3.62%</b>	<b>3.39%</b>
November 2019 Rate of Return	<b>2.66%</b>	<b>3.97%</b>
December 2019 Rate of Return	<b>2.87%</b>	<b>4.65%</b>
Authorized Rate of Return	<b>4.90%</b>	<b>5.00%</b>

**STOUGHTON UTILITIES**  
Cash and Investments Summary  
As of November 30, 2020

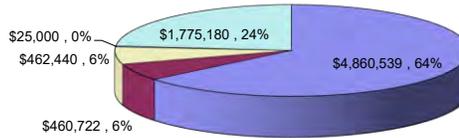
**Electric**

**November 2020**

Unrestricted (4.0 months sales)	\$	4,860,539
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	462,440
Depreciation	\$	25,000
Designated	\$	1,775,180
<b>Total</b>	<b>\$</b>	<b><u>7,583,881</u></b>

**Electric Cash - November 2020**

■ Unrestricted (4.0 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



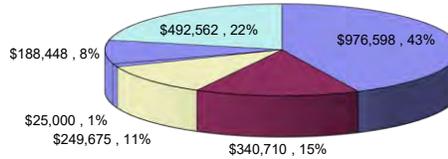
**Water**

**November 2020**

Unrestricted (5.1 months sales)	\$	976,598
Bond Reserve	\$	340,710
Redemption Fund (P&I)	\$	249,675
Depreciation	\$	25,000
Construction	\$	188,448
Designated	\$	492,562
<b>Total</b>	<b>\$</b>	<b><u>2,272,993</u></b>

**Water Cash - November 2020**

■ Unrestricted (5.1 months sales) ■ Bond Reserve ■ Redemption Fund (P&I) ■ Depreciation ■ Construction ■ Designated



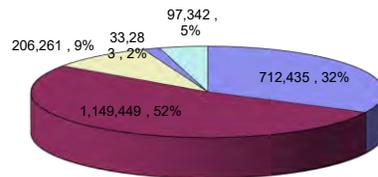
**Wastewater**

**November 2020**

Unrestricted (4.0 months sales)	712,435
DNR Replacement	1,149,449
Redemption Fund (P&I)	206,261
Depreciation	33,283
Designated	97,342
<b>Total</b>	<b><u>2,198,770</u></b>

**Wastewater Cash - November 2020**

■ Unrestricted (4.0 months sales) ■ DNR Replacement ■ Redemption Fund (P&I) ■ Depreciation ■ Designated



## STOUGHTON UTILITIES 2020 Statistical Worksheet

Electric	Total Sales 2019 Kwh	Total Kwh Purchased 2019	Total Sales 2020 Kwh	Total Kwh Purchased 2020	Demand Peak 2019	Demand Peak 2020
January	12,752,096	13,363,141	11,728,250	12,391,530	26,165	21,586
February	11,560,908	11,896,849	11,129,324	11,416,153	23,038	21,887
March	11,641,186	11,972,418	10,906,593	11,186,342	23,235	19,372
April	10,254,850	10,595,041	9,652,850	9,951,790	19,359	18,601
May	10,504,194	10,786,337	10,102,735	10,421,886	20,621	26,854
June	11,795,758	12,089,761	12,748,338	13,073,380	29,286	31,260
July	15,562,750	16,073,028	15,365,712	15,828,753	34,354	33,912
August	13,270,957	13,655,459	13,804,851	14,219,367	29,991	33,826
September	11,750,230	12,106,055	10,274,962	10,576,447	26,452	22,659
October	11,035,559	11,332,387	10,377,329	10,689,295	22,885	19,015
November						
December						
<b>TOTAL</b>	<b>120,128,488</b>	<b>123,870,476</b>	<b>116,090,944</b>	<b>119,754,943</b>		

Water	Total Sales 2019 Gallons	Total Gallons Pumped 2019	Total Sales 2020 Gallons	Total Gallons Pumped 2020	Max Daily High 2019	Max Daily Highs 2020
January	36,143,000	39,813,000	34,224,000	40,776,000	1,466,000	1,719,000
February	33,948,000	36,797,000	34,338,000	36,978,000	1,443,000	1,424,000
March	36,020,000	38,991,000	37,037,000	41,146,000	1,419,000	1,468,000
April	34,264,000	37,730,000	34,367,000	39,015,000	1,465,000	1,513,000
May	37,645,000	40,546,000	34,896,000	39,801,000	1,557,000	1,533,000
June	38,429,000	43,316,000	36,384,000	44,175,000	2,109,000	1,818,000
July	41,307,000	46,203,000	40,745,000	47,721,000	2,049,000	2,226,000
August	39,742,000	43,446,000	44,598,000	51,115,000	1,681,000	2,246,000
September	37,863,000	42,389,000	35,795,000	41,605,000	1,633,000	1,721,000
October	39,009,000	43,754,000	36,996,000	45,181,000	1,600,000	1,802,000
November						
December						
<b>TOTAL</b>	<b>374,370,000</b>	<b>412,985,000</b>	<b>369,380,000</b>	<b>427,513,000</b>		

Wastewater	Total Sales 2019 Gallons	Total Treated Gallons 2019	Total Sales 2020 Gallons	Total Treated Gallons 2020	Precipitation 2019	Precipitation 2020
January	24,591,000	36,827,000	25,995,000	33,824,000	3.10	1.92
February	23,125,000	33,032,000	25,176,000	30,702,000	3.19	1.18
March	25,549,000	43,136,000	26,467,000	39,457,000	0.96	3.00
April	24,363,000	34,347,000	26,172,000	35,649,000	3.24	3.25
May	25,992,000	42,845,000	26,697,000	38,376,000	6.37	4.50
June	25,984,000	38,913,000	26,867,000	33,801,000	3.19	4.34
July	27,634,000	34,384,000	29,145,000	33,822,000	4.35	3.23
August	26,627,000	36,137,000	31,489,000	29,654,000	5.72	0.85
September	25,721,000	34,272,000	26,732,000	29,324,000	5.19	4.72
October	25,849,000	39,969,000	28,532,000	30,942,000	5.98	2.67
November						
December						
<b>TOTAL</b>	<b>255,435,000</b>	<b>373,862,000</b>	<b>273,272,000</b>	<b>335,551,000</b>	<b>41.29</b>	<b>29.66</b>

## STOUGHTON UTILITIES 2020 Statistical Worksheet

Electric	Total Sales 2019 Kwh	Total Kwh Purchased 2019	Total Sales 2020 Kwh	Total Kwh Purchased 2020	Demand Peak 2019	Demand Peak 2020
January	12,752,096	13,363,141	11,728,250	12,391,530	26,165	21,586
February	11,560,908	11,896,849	11,129,324	11,416,153	23,038	21,887
March	11,641,186	11,972,418	10,906,593	11,186,342	23,235	19,372
April	10,254,850	10,595,041	9,652,850	9,951,790	19,359	18,601
May	10,504,194	10,786,337	10,102,735	10,421,886	20,621	26,854
June	11,795,758	12,089,761	12,748,338	13,073,380	29,286	31,260
July	15,562,750	16,073,028	15,365,712	15,828,753	34,354	33,912
August	13,270,957	13,655,459	13,804,851	14,219,367	29,991	33,826
September	11,750,230	12,106,055	10,274,962	10,576,447	26,452	22,659
October	11,035,559	11,332,387	10,451,354	10,689,295	22,885	19,015
November	11,116,586	11,520,984	10,225,537	10,493,328	21,884	21,119
December						
<b>TOTAL</b>	<b>131,245,074</b>	<b>135,391,460</b>	<b>126,390,506</b>	<b>130,248,271</b>		

Water	Total Sales 2019 Gallons	Total Gallons Pumped 2019	Total Sales 2020 Gallons	Total Gallons Pumped 2020	Max Daily High 2019	Max Daily Highs 2020
January	36,143,000	39,813,000	34,224,000	40,776,000	1,466,000	1,719,000
February	33,948,000	36,797,000	34,338,000	36,978,000	1,443,000	1,424,000
March	36,020,000	38,991,000	37,037,000	41,146,000	1,419,000	1,468,000
April	34,264,000	37,730,000	34,367,000	39,015,000	1,465,000	1,513,000
May	37,645,000	40,546,000	34,896,000	39,801,000	1,557,000	1,533,000
June	38,429,000	43,316,000	36,384,000	44,175,000	2,109,000	1,818,000
July	41,307,000	46,203,000	40,745,000	47,721,000	2,049,000	2,226,000
August	39,742,000	43,446,000	44,598,000	51,115,000	1,681,000	2,246,000
September	37,863,000	42,389,000	35,795,000	41,605,000	1,633,000	1,721,000
October	39,009,000	43,754,000	37,051,000	45,181,000	1,600,000	1,802,000
November	34,782,000	38,685,000	32,526,000	37,515,000	1,482,000	1,431,000
December						
<b>TOTAL</b>	<b>409,152,000</b>	<b>451,670,000</b>	<b>401,961,000</b>	<b>465,028,000</b>		

Wastewater	Total Sales 2019 Gallons	Total Treated Gallons 2019	Total Sales 2020 Gallons	Total Treated Gallons 2020	Precipitation 2019	Precipitation 2020
January	24,591,000	36,827,000	25,995,000	33,824,000	3.10	1.92
February	23,125,000	33,032,000	25,176,000	30,702,000	3.19	1.18
March	25,549,000	43,136,000	26,467,000	39,457,000	0.96	3.00
April	24,363,000	34,347,000	26,172,000	35,649,000	3.24	3.25
May	25,992,000	42,845,000	26,697,000	38,376,000	6.37	4.50
June	25,984,000	38,913,000	26,867,000	33,801,000	3.19	4.34
July	27,634,000	34,384,000	29,145,000	33,822,000	4.35	3.23
August	26,627,000	36,137,000	31,489,000	29,654,000	5.72	0.85
September	25,721,000	34,272,000	26,732,000	29,324,000	5.19	4.72
October	25,849,000	39,969,000	28,587,000	30,942,000	5.98	2.67
November	25,273,000	36,949,000	25,121,000	29,266,000	3.16	1.87
December						
<b>TOTAL</b>	<b>280,708,000</b>	<b>410,811,000</b>	<b>298,448,000</b>	<b>364,817,000</b>	<b>44.45</b>	<b>31.53</b>

## STOUGHTON UTILITIES 2020 Statistical Worksheet

Electric	Total Sales 2019 Kwh	Total Kwh Purchased 2019	Total Sales 2020 Kwh	Total Kwh Purchased 2020	Demand Peak 2019	Demand Peak 2020
January	12,752,096	13,363,141	11,728,250	12,391,530	26,165	21,586
February	11,560,908	11,896,849	11,129,324	11,416,153	23,038	21,887
March	11,641,186	11,972,418	10,906,593	11,186,342	23,235	19,372
April	10,254,850	10,595,041	9,652,850	9,951,790	19,359	18,601
May	10,504,194	10,786,337	10,102,735	10,421,886	20,621	26,854
June	11,795,758	12,089,761	12,748,338	13,073,380	29,286	31,260
July	15,562,750	16,073,028	15,365,712	15,828,753	34,354	33,912
August	13,270,957	13,655,459	13,804,851	14,219,367	29,991	33,826
September	11,750,230	12,106,055	10,274,962	10,576,447	26,452	22,659
October	11,035,559	11,332,387	10,451,354	10,689,295	22,885	19,015
November	11,116,586	11,520,984	10,244,952	10,493,328	21,884	21,119
December	11,953,529	11,970,819	12,350,565	12,297,702	22,432	22,224
<b>TOTAL</b>	<b>143,198,603</b>	<b>147,362,279</b>	<b>138,760,486</b>	<b>142,545,973</b>		

Water	Total Sales 2019 Gallons	Total Gallons Pumped 2019	Total Sales 2020 Gallons	Total Gallons Pumped 2020	Max Daily High 2019	Max Daily Highs 2020
January	36,143,000	39,813,000	34,224,000	40,776,000	1,466,000	1,719,000
February	33,948,000	36,797,000	34,338,000	36,978,000	1,443,000	1,424,000
March	36,020,000	38,991,000	37,037,000	41,146,000	1,419,000	1,468,000
April	34,264,000	37,730,000	34,367,000	39,015,000	1,465,000	1,513,000
May	37,645,000	40,546,000	34,896,000	39,801,000	1,557,000	1,533,000
June	38,429,000	43,316,000	36,384,000	44,175,000	2,109,000	1,818,000
July	41,307,000	46,203,000	40,745,000	47,721,000	2,049,000	2,226,000
August	39,742,000	43,446,000	44,598,000	51,115,000	1,681,000	2,246,000
September	37,863,000	42,389,000	35,795,000	41,605,000	1,633,000	1,721,000
October	39,009,000	43,754,000	37,051,000	45,181,000	1,600,000	1,802,000
November	34,782,000	38,685,000	32,575,000	37,515,000	1,482,000	1,431,000
December	34,543,000	38,864,000	33,495,000	38,643,000	1,432,000	1,505,000
<b>TOTAL</b>	<b>443,695,000</b>	<b>490,534,000</b>	<b>435,505,000</b>	<b>503,671,000</b>		

Wastewater	Total Sales 2019 Gallons	Total Treated Gallons 2019	Total Sales 2020 Gallons	Total Treated Gallons 2020	Precipitation 2019	Precipitation 2020
January	24,591,000	36,827,000	25,995,000	33,824,000	3.10	1.92
February	23,125,000	33,032,000	25,176,000	30,702,000	3.19	1.18
March	25,549,000	43,136,000	26,467,000	39,457,000	0.96	3.00
April	24,363,000	34,347,000	26,172,000	35,649,000	3.24	3.25
May	25,992,000	42,845,000	26,697,000	38,376,000	6.37	4.50
June	25,984,000	38,913,000	26,867,000	33,801,000	3.19	4.34
July	27,634,000	34,384,000	29,145,000	33,822,000	4.35	3.23
August	26,627,000	36,137,000	31,489,000	29,654,000	5.72	0.85
September	25,721,000	34,272,000	26,732,000	29,324,000	5.19	4.72
October	25,849,000	39,969,000	28,587,000	30,942,000	5.98	2.67
November	25,273,000	36,949,000	25,170,000	29,266,000	3.16	1.87
December	28,200,000	36,013,000	25,446,000	28,690,000	1.16	1.63
<b>TOTAL</b>	<b>308,908,000</b>	<b>446,824,000</b>	<b>323,943,000</b>	<b>393,507,000</b>	<b>45.61</b>	<b>33.16</b>



# Stoughton Utilities Activities Report

## November 2020

### Technical Operations Division

Brian R. Hoops  
Assistant Utilities Director

**Customer Billings:** Staff processed 9,614 customer billing statements totaling \$1.505M during our monthly billing process on November 6, as well as supplemental billings daily throughout the month as customers closed existing or opened new accounts.

Electric utility billings totaled \$1.070M, water utility billings totaled \$0.190M, wastewater utility billings totaled \$0.188M, and stormwater utility billings totaled \$0.057M.

Total billings year to date are 0.4% higher than at this point in 2019.

Our wholesale purchased power was 10.49 megawatt hours (MWh) with a peak demand of 21.1 megawatts (MW) occurring on November 30 at 6:00 p.m.

**Customer Payments:** Staff processed 8,151 payments totaling \$1.28M, including 865 checks, 1,580 lockbox payments, 211 credit cards by phone, 1,502 *My Account* online payments, 3,307 AutoPay payments by credit card and bank withdrawal, 679 direct bank payments, and \$670 in cash.

Payments were less than typical monthly amounts due to the post-due date payment processing occurring on December 1.

When compared to 2019, the total number of payments year to date is up 2.5%, and the total amount of payments year to date is up 2.3%. However, this comparison comes with the caveat that the due date for the November 2019 billing fell in December, and the AutoPay payments for that month are not included in this comparison.

**Delinquent Collections – Monthly Statistics:** As of November 1, there were 1,483 active accounts carrying delinquent balances totaling \$295,900, and 129 closed accounts carrying delinquent balances totaling \$30,800. Of the total amount delinquent, \$180,238 was 30 or more days past due.

All residential service disconnections – electric and water – remain suspended by the PSC until April 15, 2021. Residential customers have now been provided with a 19-month disconnection moratorium during which collection activity has been, and will continue to be, suspended.

We ended the month of November with \$161,484 remaining 30 or more days past-due. For comparison, 30+ day delinquencies are 155% higher than this time last year (\$63,300). Month-over-month delinquencies decreased by 10% from October due to tax roll processing.

Continuing analysis of the data available to us indicates that the accounts that have accrued and are continuing to carry and increase their delinquent balances through the COVID-19 disconnection moratorium are largely the same accounts that also accrued and carried delinquencies over the winter disconnection moratorium prior to the pandemic. We have not seen any significant increase in the number of new delinquent accounts, however the balances carried by this small percentage of customers continues to increase.

**Delinquent Collections – Ongoing Efforts:** On October 22, the Wisconsin Public Service Commission voted to extend their prohibition of all residential electric and water service disconnections through April 15, 2021. Non-residential accounts remain subject to disconnection for nonpayment of service.

During the month of November, the following collection activity occurred:

- On November 12, we mailed out 10-day notices of pending disconnection to 38 delinquent non-residential accounts.

An additional 492 past-due notices were mailed to delinquent customers not subject to service disconnection.

Throughout the winter months, Collections Technician Carol Cushing will be reviewing all delinquent accounts for additional collections opportunities, including placement with the Wisconsin Department of Revenue's (DOR) State Debt Collection (SDC) program and the DOR Tax Refund Intercept Program (TRIP). Notices of potential SDC and TRIP filings will be mailed to currently delinquent customers, with periodic reviews and new notifications continuing throughout the winter months.

**Delinquent Collections – Tax Roll:** November 15 marked the end of the annual tax roll process. As of this date, all delinquent account liens that existed as of October 1 and remained unpaid were submitted to the City Treasurer for placement on the property owner's property taxes.

Through the tax roll process, a total of 51 delinquent accounts from 36 unique property owners with combined delinquent balances of \$11,800 were paid directly to SU.

A total of \$55,835 was submitted to the Treasurer, up 228% from 2019. 47% of this amount was due to one industrial customer and 16% was due to one rental property owner.

**Education & Customer Outreach:** Customer Service Technician Brandi Yungen continued to utilize our social media presence to provide important and timely information to our customers.

Topics during November included:

- Energy conservation tips, including promotion of our refrigerator pick up and recycling incentive,
- Information about our Smart Thermostat and Energy Star Appliance bill credit incentives, ending December 1, 2020,
- Veterans Day thank you to Stoughton's veterans,
- Energy conservation tips related to holiday cooking and family get-togethers,
- Thanksgiving note of thanks to SU's customers for their continued support, and information about upcoming holiday office hours,
- Black Friday holiday shopping themed post about home comfort and energy efficiency, including promotion of available Focus on Energy incentives, and
- Promotion of our upcoming Curbside Holiday Donation Drive that will occur in December, offering LED holiday lights and giveaways in exchange for nonperishable food donations.

Our social media posts in November were viewed over 9,900 times with an average engagement rate of 13%.

**Energy Assistance:** During the month of November, energy assistance (EA) payments totaling \$5,774 were received from the State of Wisconsin Public Benefits Program and applied to 66 customer accounts to assist these customers with their seasonal home heating expenses.

Customers can continue to apply for seasonal energy assistance through May 1, 2021.

**Geographic Information Systems (GIS) Projects:** Updates were made to our GIS system to remove retired assets and add the infrastructure installed as part of our 2019 and 2020 utility reconstruction projects, as well as all customer and developer-driven projects throughout 2020. GIS updates included the visual mapping changes as well as the financial information associated with the projects for future asset reporting to our financial auditors and the Wisconsin Public Service Commission. Water Operator Scott Gunsolus assisted with this effort by collecting GPS coordinates for all installed assets.

GIS updates were made to water service lines to reflect service materials found during our ongoing service line excavations for later use during our planned 2021 lead replacement project. In addition, all lateral cards dating back to 2000 were viewed and analyzed to determine existing service line materials found at the time of construction, and records were updated to reconcile these records.

**Winter Cold Weather Disconnection Moratorium:** The annual cold weather moratorium on electric disconnections began on November 1. During this moratorium, lasting through April 15, Stoughton Utilities is prohibited from disconnecting any electric service that powers any part of a customer's heating system.

Non-residential customers remain subject to disconnection throughout the winter regardless of heat source.

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## **Electric Division and Planning Division**

Sean O Grady  
Operations Superintendent

Bryce A. Sime  
Electric System Supervisor

**Business Park North Flex Use Condos:** Electric service was installed and energized to the first garage condo. The second garage condo is under construction.

**County Road A Industrial Construction:** Underground primary cable and a conduit was installed with close coordination with the construction subcontractors following behind our excavation crew to remove spoil material and then backfill and compact our trench route. The transformer for this installation is scheduled to be delivered in late December/early January.

**County Highway N Lumberyard:** A new underground electric service was provided to the site and energized.

**Electric Service Installations:** During the month of November we installed four new underground services, three overhead service upgrades, one temporary service for new construction, and one solar system installation.

**Electric System Trouble Calls:** Staff responded to a total of eight trouble calls and outages, including two wildlife contacts, two tree branches impacting overhead wires, two URD cable strikes by construction crews, one equipment failure, one underground service lateral failure, and one outage of unknown cause.

**Hogie Road Pole Line Reconstruction Project:** With the unseasonably mild weather this month, staff was able to start framing and setting the new poles in the first of two phases of reconstruction.

**LED Street Lighting:** We have completed our conversion from high pressure sodium to LED lighting fixtures throughout our service territory. Our weekly repair service orders are minimal with the new technology.

**Nygaard Street Mixed Use Construction:** An estimate of customer contribution to provide electric service to the site was provided to the developer. A new three-phase junction was spliced in to existing underground cable and the primary cable trenched to the new transformer location. Cables will be energized next month with temporary service provided.

**Nygaard Street / Roby Road Commercial Construction:** The permanent three-phase electrical service to the new store building was energized, and the temporary service was disconnected and removed.

**Regional Transmission Line Replacement Project:** We continue to work closely with the transmission tower/line installation contractor as they work through our service territory setting new transmission poles and stringing wires across our overhead distribution lines.

**Secondary Pedestal Replacements:** Two deteriorating steel secondary pedestals were replaced with new fiberglass pedestals.

**Silverado Drive Roundabout Project:** SU closed our active construction permit with the Wisconsin Department of Transportation for prerequisite utility relocations to facilitate the installation of the new

roundabout. SU replaced the majority of our existing infrastructure in the project area with underground cables installed in the right of way outside of the planned roundabout.

**Three-Phase Junction Cabinet Repair:** One cabinet in the Kettle Park West commercial development was found damaged. A fiberglass repair patch was installed over the opening.

**Veterans Road Dane County Sheriff Precinct Building:** We have been working with consultants for the county to provide information about consolidating electric service metering, and have shared code requirements for the installation of a standby generator and potential future solar photovoltaic system.

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## **Wastewater Division**

Brian G. Erickson  
Stoughton Utilities Wastewater System Supervisor

The wastewater treatment facility processed an average daily flow of 0.984 million gallons with a monthly total of 29.512 million gallons. The total precipitation for the month was 1.87 inches.

**Digester Recirculation Pump Issues:** We have been experiencing a large amount of debris accumulation in the digesters that has been causing recirculation pump failures. Wastewater and water operators were mobilized several times to address the pipe and valve blockages caused by the failures. We are working with our contractor to have both digesters cleaned in 2021. Digesters typically need to be cleaned every 5 to 7 years.

**Laboratory Audit:** Advanced Wastewater Operator & Lab Technician Phil Linnerud working with the Wisconsin Department of Natural Resources to complete their audit of the wastewater treatment facility's laboratory. This audit confirmed that SU's testing methodologies and data recording/reporting meets all DNR guidelines and requirements.

**Lead Service Lines - Identification:** Wastewater and water operators have been busy conducting water service line excavations to identify service line materials throughout the historic and other older neighborhoods in the city.

Operators completed 71 service line verifications during the month. These verifications will continue until the ground freezes as we continue to prepare for an anticipated systemwide lead removal project in 2021.

**Lift Station Maintenance:** Staff completed the seasonal cleaning and inspections of all lift stations.

**Plant Maintenance Projects:** Wastewater operators winterized outside equipment, worked on maintenance and repair workorders, cleaned and maintained the facility's sump pumps in the basements and tunnels, and replaced the floor drain piping in the digester.

**Post Aeration:** Wastewater operators shut down our post aeration process for the winter months. This process adds air to our discharge as it enters the river, and will resume in May.

**Sanitary Sewer Televising Equipment:** Staff continues to review vendor proposals for the replacement of our aged sewer televising equipment and televising truck retrofit, and checking vendor references with other regional sanitary sewer utilities.

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## **Water Division**

Kent F. Thompson  
Water System Supervisor

**GPS Locations:** Water operators completed GPS locating of all 2019 and 2020 street and utility reconstruction projects, and new construction projects. GPS coordinates are collected at all curb stop valves, main line valves, hydrant lead valves, and fire hydrants. GPS information was also collected for

sanitary sewer manholes and service connections. This precise location data is used when created our GIS maps, and is invaluable during times of water main breaks and service leaks in order to isolate and make repairs in a timely manner.

**Lead Service Lines - Identification:** Water and wastewater operators continued our ongoing program of hydro-excavations of curb stops throughout the historic and other older neighborhoods of the city to identify public and private water service line materials. This exploration is being conducted as a preparatory step ahead of our planned 2021 project to remove all lead services from the distribution system. During the month, 71 service lines were excavated and identified, bringing our program total to 369 service lines.

**Live Water Main Tapping:** Two live water main service taps occurred during the month. Live water main taps are required for new service installations when the water main must remain in service to eliminate service disruptions to existing customers. Both live taps were conducted by private construction contractors and overseen by water utility personnel.

**Meter Testing:** Water operators scheduled and coordinated the testing of all 3-inch and 4-inch meters throughout the water distribution system. State statute requires the testing of these meters to be conducted biennially. We do not have the facilities to test these meters ourselves, therefore outside services are contracted to facilitate the compliance testing with assistance from SU water operators. SU currently has 22 meters of these sizes in use across our system.

**Routine Water Sampling:** Water samples were collected from ten sites throughout the water distribution system over a period of three weeks to be analyzed by the WI State Lab of Hygiene (WSLH) for the presence of coliform bacteria. Laboratory analysis showed that no samples had the presence of coliform.

One fluoride sample was analyzed by SU water operators in our lab and then subsequently forwarded to WSLH for additional analysis to ensure the accuracy of our fluoride testing equipment. We are required to keep the fluoride concentration throughout the distribution system between 0.60 ppm and 0.80 ppm. Additional daily samples are collected throughout the city and analyzed for both chlorine and fluoride in our lab to aid us in adjusting the day-to-day dosage of disinfection and fluoride at the wells.

**Service / Main Leaks:** One service / main leak occurred when a contractor damaged an existing service during a new service installation. Water operators isolated the main so that repairs to the existing service could be made. After repairs, water operators filled and flushed the main to ensure no debris had entered the main when damaged. Flushing of the main also serves to ensure that clean, bacteria free water is provided to customers following the repairs.

**Well Upgrades:** Brackets were installed to hold individual clipboards for maintenance records, chemical feed rates, and drawdown data were installed at each of our four production wells. This information is used to complete our monthly DNR reporting and sanitary surveys, and the organizational improvements will help facilitate operational efficiency.

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## **Energy Services Section**

Amy B. Wanek

Stoughton Utilities and WPPI Energy Services Manager (ESM)

**Customer Outreach:** Contact has been made with Stoughton's largest key industrial and commercial accounts. I plan to contact the top 30 electric accounts to make introductions, collect facility contact information, discuss any plans for new energy efficiency projects, and provide information on incentive opportunities through Stoughton Utilities and Focus on Energy.

**Focus on Energy:** During the month of November, Stoughton Utilities customers received the following incentive amounts for energy efficiency and renewable projects from Wisconsin Focus on Energy:

Residential:	17 incentives totaling \$4,500 with projected annual savings of 47,139 kWh.
Non-Residential:	8 incentives totaling \$4,429 with projected annual savings of 114,158 kWh.

Focus on Energy has not yet released information on incentive changes or updates for 2021.

**PSC Office of Energy Innovation Grant:** I have been researching the grant offering and potential City of Stoughton projects that may be a good fit for a grant application.

**Solar PV Projects:** During November, one residential solar PV application was received and approved.

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



# Stoughton Utilities Activities Report

## December 2020

### Director's Report

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

The end of 2020 leading into 2021 was a uniquely challenging time. Besides my own personal battle with COVID, our major projects of the TDS system-wide make ready reconstruction work and our planned lead service line replacement project continued to take up much of our time. Additionally, we had the year-end activities to complete.

Fortunately, I am surrounded by an amazing team that all work endlessly to ensure SU is always able to provide the highest level of service, no matter what challenges we encounter. 2020 was a uniquely challenging year and the SU team worked more diligently than ever to overcome many opportunities and showed incredible resiliency. I cannot say enough about the hard work and dedication put forth to ensure that we could maintain our same level of service to all of our customers.

As I have reflected on the past year, there are endless examples of individual and team efforts that made 2020 a success. In the midst of the unique challenges, we were able to add projects such as the lead service line replacement project that was completed along West Main Street with the help and support of the Utilities Committee, City Council, and the Wisconsin Department of Transportation. Additionally, our customer service team was able to create the 'COVID-19 Community Recharge Program' in partnership with the Stoughton Chamber of Commerce to support our community through the challenges of the global pandemic.

As we enter 2021, we continue to plan for our upcoming citywide lead service line replacement project. Much of the recent work has focused on how to engage the property owners and complete home verification efforts. Working on the private side of the water system adds unique challenges, including the education of the property owners on the public nuisance created by their privately-owned lead water service, and the process for replacement. Further we have worked to set up our internal systems to be ready to unroll a citywide lead service line replacement project.

The TDS make ready continues and is getting closer to being complete. Along with the construction efforts across the distribution system, administrative efforts have included inventory and permit management, and the efforts to finalize the dark fiber agreement. The private and secure communications network that Stoughton Utilities will obtain through this agreement is vital to system health and awareness, and the overall physical and cyber security of the utility. Given that Stoughton Utilities has made every effort to expedite all of the TDS make ready work in exchange for the dark fiber, completing this agreement before the make ready work is complete is important to ensure all parties meet their negotiated responsibilities.

The start of the new year has also brought forward a number of private project plans for the upcoming construction season. The current outlook looking forward indicates that 2021 will be an extremely busy year for Stoughton Utilities. 2020 has created many lessons learned, setting us to have an even more successful 2021 despite any new challenges that might arise.

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### Technical Operations Division

Brian R. Hoops  
Assistant Utilities Director

**Customer Billings:** Staff processed 9,644 customer billing statements totaling \$1.484M during our monthly billing process on December 8, as well as supplemental billings daily throughout the month as customers closed existing or opened new accounts.

Electric utility billings totaled \$1.076M, water utility billings totaled \$0.181M, wastewater utility billings totaled \$0.171M, and stormwater utility billings totaled \$0.057M.

Total billings for the year 2020 were 0.38% higher/lower than in 2019.

Our wholesale purchased power was 12.30 megawatt hours (MWh) with a peak demand of 22.2 megawatts (MW) occurring on December 14 at 6:00 p.m.

**Customer Payments:** Staff processed 9,547 payments totaling \$1.70M, including 1,844 checks, 1,663 lockbox payments, 284 credit cards by phone, 1,675 *My Account* online payments, 3,344 AutoPay payments by credit card and bank withdrawal, 727 direct bank payments, and \$630 in cash.

When compared to 2019, the total number of payments year to date is down 0.8%, and the total amount of payments year to date is down 0.4%.

**Delinquent Collections – Monthly Statistics:** As of December 1, there were 1,459 active accounts carrying delinquent balances totaling \$271,200, and 55 closed accounts carrying delinquent balances totaling \$11,000. Of the total amount delinquent, \$161,484 was 30 or more days past due.

All residential service disconnections – electric and water – remain suspended by the PSC until April 15, 2021. Residential customers have now been provided with a 20-month disconnection moratorium during which collection activity has been, and will continue to be, suspended.

We ended the month of December with \$182,259 remaining 30 or more days past-due. For comparison, 30+ day delinquencies are 139% higher than this time last year (\$76,400). Month-over-month delinquencies increased by 13% from November.

Continuing analysis of the data available to us indicates that the accounts that have accrued and are continuing to carry and increase their delinquent balances through the COVID-19 disconnection moratorium are largely the same accounts that also accrued and carried delinquencies over the winter disconnection moratorium prior to the pandemic. We have not seen any significant increase in the number of new delinquent accounts, however the balances carried by this small percentage of customers continues to increase.

**Delinquent Collections – Ongoing Efforts:** On October 22, the Wisconsin Public Service Commission voted to extend their prohibition of all residential electric and water service disconnections through April 15, 2021. Non-residential accounts remain subject to disconnection for nonpayment of service.

During the month of December, the following collection activity occurred:

- On December 10, we mailed out 10-day notices of pending disconnection to 59 delinquent non-residential accounts.
- On December 16, we mailed out past-due notices to 603 delinquent customers not subject to service disconnection.

Throughout the winter months, Collections Technician Carol Cushing will be reviewing all delinquent accounts for additional collections opportunities, including placement with the Wisconsin Department of Revenue's (DOR) State Debt Collection (SDC) program and the DOR Tax Refund Intercept Program (TRIP). Notices of potential SDC and TRIP filings will be mailed to currently delinquent customers, with periodic reviews and new notifications continuing throughout the winter months.

**Education & Customer Outreach:** Customer Service Technician Brandi Yungen continued to utilize our social media presence to provide important and timely information to our customers.

Topics during December included:

- Recognition of Giving Tuesday, using promotion of our RoundUP Program as a way for customers to help local nonprofit organizations on a monthly basis,
- Energy conservation tips, with a focus on energy-efficient LED holiday lighting,
- Promotion of our upcoming Curbside Holiday Donation Drive that will occur in December, offering LED holiday lights and giveaways in exchange for nonperishable food donations,

- Ongoing promotion of the Curbside Holiday Donation Drive while the event was underway, highlighting the snowy weather,
- Energy conservation tips related to holiday cooking and baking,
- Energy conservation tips related to winter heating and holiday decorating,
- Summary of the Curbside Holiday Donation Drive that collected over 2,300 pounds of food items for area food pantries,
- Utility-themed downloadable holiday activity sheet for children and adults who are still kids at heart,
- Promotion of energy assistance availability,
- Happy Holidays post to SU customers providing information about our holiday office hours and how to report emergencies 24 hours a day.

Our posts in December were viewed over 2,700 times with an average engagement rate of 5%.

Staff met to review the remaining balances in our WPPI Energy community contributions, economic development, value of public power, school education and scholarship, and local energy efficiency funds for 2020, as well as to discuss possible changes/additions to our energy-efficiency and marketing efforts in 2021 including the creation of a tentative schedule for billing statement inserts and newspaper advertising.

SU will be partnering with the City of Stoughton in their economic development marketing efforts through a sponsored Madison Region Economic Partnership (MadREP) magazine insert. Staff updated the advertisement previously used in 2019 for this effort and submitted it to the City of Stoughton Finance Department for inclusion.

**Energy Assistance:** During the month of December, energy assistance (EA) payments totaling \$18,088 were received from the State of Wisconsin Public Benefits Program and applied to 171 customer accounts to assist these customers with their seasonal home heating expenses.

Customers can continue to apply for seasonal energy assistance through May 1, 2021.

**Financial Audit Preparation:** The IT Risk Assessment and Financial Applications Questionnaire was completed and submitted to the financial auditors prior to their pre-audit fieldwork. Responses and supporting documentation in the form of a 116-page response packet was submitted.

**LED Holiday Light Exchange:** On December 11 and 12, we held a COVID-friendly Curbside Holiday Donation Drive to collect donations of non-perishable food items for local food pantries. All customers that donated food items were given a free string of LED holiday lights and an energy efficient gift, and were entered into a drawing to win prizes including utility bill credits, Stoughton Chamber Bucks, and an Ecobee smart Thermostat.

This customer incentive and food drive was a huge success, despite occurring during a winter storm. We distributed 180 strands of LED holiday lights, and collected 2,370 pounds of food items – 650 pounds more than in 2019.

**Wastewater Surcharge Billings:** Billing & Metering Specialist Erin Goldade worked to transition the monthly wastewater laboratory fees and sewage surcharge billings from manual invoices to our Customer Information System (CIS) billing system. These industrial customers will now receive a monthly billing statement for these fees and surcharges as part of their monthly statement packet, and the billings and subsequent payments will now be processed through the CIS similar to all other customer billings and payments.

**Year-End Billing & Collections Summary:** During the 2020 calendar year, Stoughton Utilities billed \$20.03M in monthly utility consumption and service charges. Our total purchased power was 142.55 megawatt hours (MWh) with a peak demand of 33.9 megawatts (MW) occurring on July 6 at 6:00 p.m.

Staff collected and processed 106,400 customer payments totaling \$19.73M over the course of the year.

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## **Electric Division and Planning Division**

Sean O Grady  
Operations Superintendent

Bryce A. Sime  
Electric System Supervisor

**County Road A Industrial Construction:** The new underground primary cables were terminated and a padmount transformer was set for the permanent electrical service to this site. We are currently working with the construction contractor to provide a temporary three-phase service at the site for use during construction.

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

**Electric System Trouble Calls:** Staff responded to a total of nine trouble calls and outages, including three tree branches impacting overhead wires, two URD cable strikes by construction crews, one vehicle vs. pole collision, one underground primary cable failure, one underground service lateral failure, and one bad neutral connection on an overhead transformer.

**Hogie Road Pole Line Reconstruction Project:** Staff continues to work on the first phase of this project, stringing the new overhead three-phase line and clipping in the new cables. The first phase is expected to be completed in the upcoming months.

**New Residential Housing Developments:** We have been working with two developers to review new residential development proposals. A design plan is being developed for two additional construction phases of an ongoing housing development on the city's southwest side, while comments were provided following the review of a proposed condominium development on the city's northern edge.

**Nygaard Street Mixed Use Construction:** A new three-phase service was installed and energized at this site for the permanent service, and a temporary single-phase service was installed for use while the project is constructed.

**Overhead Line Clearance:** A tree located in the terrace on Madison Street was identified as being in conflict with the proposed installation of an overhead communications line. This tree was subsequently removed by SU and Department of Public Works staff.

**Pole Work:** Two overhead down guys were relocated to accommodate the installation of a new sidewalk along Veterans Road.

On Harding Street, a new secondary pole was installed and a service drop wire relocated. This work removed a potential hazard of the service drop wire coming into contact with a residential roof.

**Regional Transmission Line Replacement Project:** We continue to work closely with the transmission tower/line installation contractor as they work through our service territory setting new transmission poles and stringing wires across our overhead distribution lines.

**Substation Maintenance – East:** Two of the support poles for the main substation gate had settled, forming a gap that created a potential safety and securing concern. The original installer of the fence completed repairs.

**Used Equipment Recycling:** Over the past two years, we accumulated 72 capacitors, oil switches, reclosers, and transformers that had been retired from service from our distribution system. All units tested less than 50 PPM of contaminated oil, and we sold the items to a contractor for salvage.

Our accumulated lamps and bulbs were picked up for recycling. 490 250-HPS lamps, 41 UV tubes, 122 4' fluorescent tubes, and 7-spiral bulbs were recycled.

**Vehicle Maintenance:** After being taken out of service over two months ago, Bucket Truck No. 2 has been returned to service after coordinating the boom replacement with the original sales vendor and boom manufacturer. This replacement work was covered under warranty.

Bucket Truck No. 16 was taken out of service for approximately two weeks for completion of the annual inspection and dielectric testing of the aerial lift, as well as basic repairs of issues found during the inspection. Bucket Truck No. 12 is currently offsite for its annual inspection and dielectric testing of the aerial lift, and should be back to us by mid-January.

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## **Wastewater Division**

Brian G. Erickson  
Stoughton Utilities Wastewater System Supervisor

The wastewater treatment facility processed an average daily flow of 0.940 million gallons with a monthly total of 29.138 million gallons. The total precipitation for the month was 1.63 inches.

**Collection System Maintenance:** Wastewater operators rebuilt a manhole bench and flow line, and continues to clean and televise sewers throughout the system as part of our preventative maintenance program

**Digester Recirculation Pump Issues:** We have been experiencing a large amount of debris accumulation in the digesters that has been causing numerous mechanical failures. Wastewater and water operators were mobilized several times to address the pipe and valve blockages caused by the failures. During the month, operators rebuild the digester mixing pump seals and bearings, replaced the digester plug valve, replaced the digester recirculation pump temperature switch, and unplugged the digester lines.

We are working with our contractor to have both digesters cleaned in 2021. Digesters typically need to be cleaned every 5 to 7 years.

**Lead Service Lines - Identification:** Wastewater and water operators continued to conduct water service line excavations to identify service line materials throughout the historic and other older neighborhoods in the city. Operators completed 29 service line verifications during the month before ending the effort for the season due to frost conditions.

Hydro excavations were also completed at several sites to assist the Electric System Division with the installation of new electrical poles to replaced aged poles.

**Lift Station Maintenance:** We continue to experience plugging issues with the 8<sup>th</sup> Street Lift Station due to improper household materials being discharged into the sanitary sewer collection system. This station is the oldest pumping station we have, constructed in the 1940s, and scheduled to be replaced as the riverfront redevelopment project is developed and constructed.

**Plant Maintenance Projects:** In addition to the numerous maintenance projects that were completed on the digesters, wastewater operators calibrated the plant's gas monitors and tested the backflow preventers.

**Sanitary Sewer Televising Equipment:** Staff continues to review vendor proposals for the replacement of our aged sewer televising equipment and televising truck retrofit, and checking vendor references with other regional sanitary sewer utilities.

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## **Water Division**

Kent F. Thompson  
Water System Supervisor

**Backflow Prevention Testing:** Testing of the two regulated backflow preventers owned by the Stoughton Utilities Water Utility was scheduled and completed. One of the two backflow preventers did not pass

testing and has been removed from service pending replacement. Backflow preventers keep potentially contaminated water from re-entering the distribution system in the event of back siphonage or increased downstream pressure.

**Bulk Water Meter and Hydrant:** Water operators were called out twice during the month to thaw the bulk water meter and hydrant being utilized by underground boring contractors. After the second time the hydrant was allowed to freeze, we determined that the risk was greater than the benefit to continue allowing contractors to use the hydrant for construction purposes. The hydrant was drained and removed from service for the winter season.

**Frozen / Broken Hydrant:** One water hydrant froze and broke the internal shaft that operates the hydrant valve. The freezing of the hydrant allowed the valve to partially open over the weekend, causing water to leak into and freeze on the roadway. The on-call water operator was able to isolate the hydrant and take it out of service for the remainder of the weekend, with repairs to the hydrant being completed the following Monday allowing it to be placed back into service.

**Lead Service Lines - Identification:** Water and wastewater operators continued our ongoing program of hydro-excavations of curb stops throughout the historic and other older neighborhoods of the city to identify public and private water service line materials. This exploration is being conducted as a preparatory step ahead of our planned 2021 project to remove all lead services from the distribution system. During the month, 29 service lines were excavated and identified, bringing our program total to 398 service lines.

**Meter Testing:** Water operators scheduled and coordinated the testing of the 1 ½-inch and 2-inch meters throughout the water distribution system. State statute requires the testing of these meters to be conducted every four years. This testing is completed at the Stoughton Utilities administration office, by temporarily removing the meters from the customers facilities. 29 meters were tested during the month.

**Main Breaks:** Three water main breaks occurred during the month of December. All were repaired by water operators with the assistance of wastewater operators. Approximately 500,000 gallons of water was lost between the three water main breaks before the mains were isolated from the system for repairs. Once repairs were complete, water operators filled and flushed the mains to ensure no debris had entered the mains, ensuring that clean, bacteria-free water is provided to customers following the repairs.

**Service Installation:** Flushing and pressure testing of a new 6-inch service installation was conducted by water operators. Flushing of the service ensures the water being provided to the new customer is free from bacteria and debris. Pressure testing ensures that the service was installed properly and is not leaking before allowing the service to be made active.

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## **Energy Services Section**

Amy B. Wanek

Stoughton Utilities and WPPI Energy Services Manager (ESM)

**City of Stoughton Facility Energy Efficiency:** Discussions were held with the Stoughton Opera House regarding feasibility of an LED retrofit at the Opera House. Opera house staff felt any new lighting and associated controls are not up to par with existing lighting, mentioning a past trial of new LED control technology that left them disappointed.

I participated in a few meetings with utility and City of Stoughton staff to discuss the PSC grant opportunity for projects outlined in the 2018 Slipstream study report. City staff has obtained proposals for the work at the Fire Department and Senior Center, but the proposed project costs are much greater than what had been predicted in the study's final report. We suspect there are differences the proposal's project scope than what was covered in the study report, but the higher costs create a budgetary hurdle for the required internal funding.

I contacted the electrical contractor that created the cost proposals to collect more information to be able to calculate the cost savings for the projects, and am awaiting their reply. Once we get a cost savings

estimate we will have a clearer picture of the project viability and probability of grant eligibility. I also reached out to Focus on Energy to get an estimate of potential incentives, which should be arriving in January. Even if no action is taken on these projects in the budget year, the project costs and incentive potential will be documented for future decision making and possible future budget inclusion.

**Focus on Energy Incentives:** During the month of December, Stoughton Utilities customers received the following incentive amounts for energy efficiency and renewable projects from Wisconsin Focus on Energy:

Residential:	Incentives totaling \$5,960 with projected annual savings of 74,487 kWh.
Non-Residential:	Incentives totaling \$15,750 with projected annual savings of 152,985 kWh.

Throughout the 2020 calendar year, the incentives received by SU customers from Focus on Energy for energy efficiency projects total:

Residential:	Incentives totaling \$58,460 with projected annual savings of 704,087 kWh.
Non-Residential:	Incentives totaling \$27,300 with projected annual savings of 458,596 kWh.

Throughout the 2020 calendar year, the incentives received by SU customers from Focus on Energy for renewable energy projects total:

Residential:	Incentives totaling \$41,000 with projected annual savings of 328,477 kWh.
Non-Residential:	Incentives totaling \$13,700 with projected annual savings of 114,730 kWh.

Projects completed in 2020 that were partially funded with Focus on Energy incentives will result in projected electrical consumption reductions of 28,066,909 kWh over the projects' lifespans.

**Smart Energy Provider Application:** I attended a webinar hosted by the American Public Power Association to learn more about this award program and application process. Internal utility discussions will be held to discuss the application and data requests.

**Solar PV Projects:** No new residential solar PV applications were received during the month of December. We expect any new project applications will be light through the remainder of winter, picking up again in the spring.

**Stoughton Area School District:** I met with facilities staff from the school district to discuss their planned energy efficiency projects and goals. Ongoing discussions will continue.

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



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021  
**To:** Stoughton Utilities Committee  
**From:** Jill M. Weiss, P.E.  
Stoughton Utilities Director  
**Subject:** Stoughton Utilities Communications

December 8, 2020 Stoughton Utilities billing statement insert advertising the upcoming Curbside Holiday Donation Drive where SU staff collected donations for Stoughton's food pantries.

December 14, 2020 Annual Stoughton Chamber of Commerce member renewal letter, which included a thank you from the Chamber for our summer COVID Community Recharge program where SU matched the purchase of all Stoughton Chamber Bucks.

January 6, 2021 Stoughton Utilities news release announcing the success of our Curbside Holiday Donation Drive, where 2,370 pounds of non-perishable food items were collected over a two day period, and donated to the Stoughton Food Pantry, along with monetary donations made to the Stoughton Food Pantry, United Methodist Food Pantry, and the Stoughton Personal Essentials Pantry.

January 6, 2021 Stoughton Utilities news release regarding the availability of seasonal energy assistance funding.

January 6, 2021 Thank you letter received from the City of Stoughton Food Pantry thanking Stoughton Utilities for our monetary donation made through our Community Contributions program.

January 6, 2021 Thank you letter received from the City of Stoughton Food Pantry thanking Stoughton Utilities for our donation of 2,400 pounds of non-perishable food items.

January 7, 2021 Thank you letter received from the Stoughton Personal Essentials Pantry thanking Stoughton Utilities for our monetary donation made through our Community Contributions program.

January 8, 2021 Stoughton Utilities billing statement insert providing the required annual notice to customers of their electric and water utility customer bill of rights, and current Stoughton Utilities rates for all service classes.

January 10, 2021 Thank you letter received from the United Methodist Food Pantry thanking Stoughton Utilities for our monetary donation made through our Community Contributions Program.

February 3, 2021 Letter to member community elected and appointed officials from WPPI Energy President and CEO Mike Peters.

February 8, 2021 Stoughton Utilities billing statement insert announcing our annual residential energy conservation incentives. 2021 incentives include a continuation of our popular Energy Star appliance and Smart Thermostat customer bill credits.

February 10, 2021 Stoughton Utilities news release announcing the availability of our 2021 Public Power Scholarship and this year's eligibility criteria and application process.

February 10, 2021 Cybersecurity notice received from the Wisconsin Department of Natural Resources regarding a cybersecurity incident that occurred at a municipal water system in Oldsmar, Florida.

February 11, 2021 Stoughton Chamber of Commerce Annual Awards voting ballot, listing Stoughton Utilities as a nominee for their Large Business of the Year award. Voting will run through February 15, with the award recipient announced on February 22, 2021.



# CURBSIDE HOLIDAY DONATION DRIVE

**Stoughton Utilities is hosting a Curbside Holiday Donation Drive, collecting non-perishable food donations for local food pantries!**

**December 11, 2020 – 1 pm – 5 pm**

**December 12, 2020 – 10 am – 2 pm**

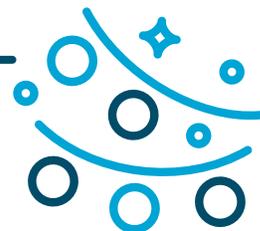
**Stoughton Utilities administration office • 600 S. Fourth Street**

Just drive up to our office and we will collect your donations. You don't even need to leave your car! For your safety and the safety of SU employees, please wear a mask while making your donation.

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**All customers making donations will receive a string of LED holiday lights and a free gift!**

PLUS, with each item donated, customers will be entered into a drawing to win prizes including an Ecobee smart thermostat, utility bill credits and more!



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**The food pantry is in special need of the following items:** sugar, canned soup, canned fruits and vegetables, individual fruit cups for snacks, oatmeal, laundry soap, ketchup, tuna, spaghetti noodles.  
No expired, opened, or personal items please.

While supplies last, limit 10 entries into the prize drawing per customer. Limit one prize, string of lights and free gift per customer. Expired donations will not be accepted.



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

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

Shared strength through  WPPI Energy



WISCONSIN

532 East Main Street • Stoughton, WI 53589 Ph: (608) 873-7912 • Tf: (888) 873-7912 • Fx: (608) 873-7743

STOUGHTON UTILITIES

Email: stoughton@stoughtonwi.com • Web: www.stoughtonwi.com

December 14, 2020

Jill Weiss  
Stoughton Utilities  
P.O. Box 383  
Stoughton, WI 53589

DEC 28 2020

RECEIVED  
STOUGHTON, WI

Dear Jill,

2020 really threw us all a loop, but we are happy to see that we all have persevered, if not thrived. Here at the Chamber we continue to be amazed as we watch our resilient community support one another not only during the unknowns of a pandemic, but major road construction.

We appreciate Stoughton Utilities's continued support. The Chamber has remained available and present for our community and business. Despite the loss of holding in-person events, your membership renewals, sponsorships, and committee involvement was vital and very much appreciated.

Our membership investment structure has been revised providing each business with more flexibility. Please look at your upcoming invoice carefully as some of the rates have changed in your favor! Over the course of 2021 all dues will be prorated to be an October renewal to assist with your budget preparation.

All events have been strategically adjusting to comply with the recommended guidelines. Given the past 9 months and the slow re-opening, 2021 events will look different. We continue to think outside of the box by creating new ways to maintain our traditions while giving our members the same value as they have grown to expect.

**Programming we have done in 2020:**

- Google Doc with real-time business updates
- Virtual Syttende Mai, sales, and memories
- Alternative Coffee Break Festival
- Chamber Bucks Matching Program = \$41,000 and growing!
- COVID updates and grant resources
- Virtual Lunch and Learns
- Virtual Ribbon Cuttings
- Shop Small Saturday
- Affinity Group
- And So Much More!

Enclosed is our new **Membership and Marketing Guide**. Please keep this handy for your reference and reach out to the Chamber if you have any questions. There are many ways for you to get involved. To help assist you in your sponsorship budget, this year we are introducing sponsorship packages as a snapshot of events for the upcoming year. Original sponsor levels for each event remain and you can commit at any time of the year. Reminders will be sent out via email for the individual event sponsorship.

We look forward to 2021 where we will be offering new networking events, opportunities to serve the community and fun ways to engage in fellowship. We thank you for your part in promoting a dynamic and creative business community that serves as the pulse of a vibrant Stoughton Community!

Wishing you a healthy and successful 2021,

Sarah Ebert -  
President

Callie LaPoint --  
Events & Visitor Services Manager

Thank you again for  
Sponsoring the matching  
Chamber Bucks promo



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

# News Release

## Stoughton Utilities

FOR IMMEDIATE RELEASE

January 6, 2021

Contact: Brian Hoops, Assistant Utilities Director

### **Stoughton Utilities Holiday Donation Drive a Success**

Stoughton Utilities took their energy efficiency efforts one step further this past holiday season, offering utility customers a “bright” reward for charitable donations to local food pantries.

On December 11 and 12, Stoughton Utilities collected donations of non-perishable food items for local food pantries. All customers making donations were given a free string of LED holiday lights and an energy efficient gift. Customers were also entered into a drawing to win utility bill credits, chamber bucks, and an Ecobee smart thermostat.

This year, the program distributed 178 strands of new energy efficient LED holiday lights, and collected 2,370 pounds of non-perishable food that was donated to the Stoughton Food Pantry. Stoughton Utilities also donated an additional \$600 from its Community Contributions fund to the City of Stoughton Food Pantry, \$600 to the United Methodist Food Pantry, and \$600 to the Stoughton Personal Essentials Pantry.

“During the holiday season there is an increased need for donations to help feed local residents, and our customers have the opportunity to be leaders in Stoughton by assisting those in need,” Stoughton Utilities Assistant Director Brian Hoops said. “There was no limit to what non-perishable foods could be donated, and Stoughton Utilities encouraged customers to give what they could.”

Compared to standard incandescent holiday lights, LED lights offer several advantages. LED lights are more efficient, using 99 percent less energy, and are safer and last longer than standard holiday lights.

LED lights produce almost no heat and do not have the same components that cause traditional lights to burn out or combust.

“Through this promotion, our utility customers saved energy and helped their neighbors have a happier and healthier holiday season,” said Hoops. “It’s the type of win-win situation that we love to see, and the outpouring of support says a lot about the generosity of this community.”



Volunteers from the City of Stoughton Food Pantry accept a \$600 donation from the utility’s Community Contribution fund.





###

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



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

# News Release

## Stoughton Utilities

FOR IMMEDIATE RELEASE

January 6, 2021

Contact: Jill Weiss, Stoughton Utilities Director

### **Seasonal Energy Assistance Available for Stoughton Customers**

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

#### **Wisconsin Home Energy Assistance Program**

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

Services are provided locally through county social services offices, tribal governments and private non-profit or other government agencies. Applications will be accepted Oct. 1 - May 15 each year. For more information, call 1-866-HEATWIS (432-8947). Customers can now apply for energy assistance online by visiting <https://energybenefit.wi.gov/>.

#### **Wisconsin Weatherization Assistance Program**

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

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

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



## CITY OF STOUGHTON

381 East Main Street  
Stoughton, Wisconsin 53589  
(608) 873-6677

STOUGHTON UTILITIES

JAN 14 2021

RECEIVED  
STOUGHTON, WI

Stoughton Utilities  
600 S Fourth St  
Stoughton, WI 53589

January 6, 2021

Dear Stoughton Utilities,

On behalf of the Stoughton Food Pantry we thank you for your donation of \$600.

The Stoughton food pantry is a valuable resource for needy families of our area, and many will benefit from your generosity. Your gift enables us to meet the needs of those who might otherwise go hungry.

During December 2020, the pantry served 311 individuals in need and year to date has distributed 104,673 pounds of food.

We know there are many organizations that deserve your support. Thank you for making Stoughton Food Pantry a priority and helping us advance our mission.

Sincerely,

Volunteer  
City of Stoughton Food Pantry

**CITY OF STOUGHTON**

Receipt: 100050504

12/15/20

207 S FORREST ST  
STOUGHTON, WI 53589

Cashier: CANDEE  
Received Of: STOUGHTON UTILITIES

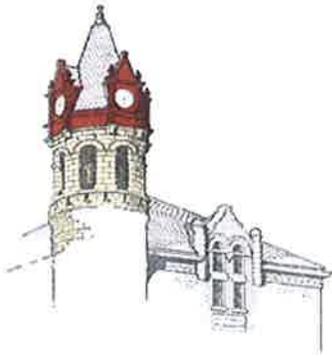
FOOD PANTRY DONATION

600 S FOURTH ST  
STOUGHTON WI 53589

The sum of: 600.00

501	FOOD PANTRY			600.00
	234-00000-48550	600.00		
			<b>Total</b>	<b>600.00</b>

TENDERED: CHECK/MONEY ORDER 027269 600.00



## CITY OF STOUGHTON

381 East Main Street  
Stoughton, Wisconsin 53589  
(608) 873-6677

STOUGHTON UTILITIES

JAN 14 2021

RECEIVED  
STOUGHTON, WI

January 6, 2021

Stoughton Utilities  
600 S 4th St  
Stoughton, WI 53589

Dear Stoughton Utilities,

On behalf of the Stoughton Food Pantry, we thank you for your donation of 2400 pounds of food.

The Stoughton Food Pantry is a valuable resource for needy families of our area, and many will benefit from your generosity. Your gift enables us to continue to meet the needs of those who might go otherwise go hungry.

During December of 2020, the pantry served 311 individuals in need and year to date has distributed 104,673 pounds of food.

We know there are many organizations that deserve your support. Thank you for making our community Food Pantry a priority and helping us advance our mission.

Sincerely,

A handwritten signature in black ink that reads "Mike Hoyer". The signature is written in a cursive style.

Volunteer  
The City of Stoughton Food Pantry

THANK YOU

Thank you for your  
generous contribution to the  
Personal Essentials Pantry!  
Your ~~gr~~ kindness will help  
many families in need in  
our community.

Sincerely,  
PEP Stoughton

## What if you have a complaint?

If you have a dispute regarding electric, gas or water service, the PSCW can help:

### Did you contact your utility to resolve the dispute?

- Both you and the utility must make reasonable attempts to resolve a dispute



### No?

- Contact the utility using its contact information included with the bill or notice



### Yes?

- You may contact PSCW Consumer Affairs to try to resolve the issue

## Conservation & Moving

If you would like information on conservation or are expecting to move to another location, contact your utility. The utility can provide estimated energy costs at the new location, in the form of average energy used or the largest and smallest bills in the last twelve months. As another note on conservation, it is recommended that water heater thermostats be set no higher than 125° Fahrenheit.

For more information on conservation, go to [FOCUSONENERGY.COM](http://FOCUSONENERGY.COM) or call: 1-800-762-7077



## About Us

The Public Service Commission of Wisconsin (PSCW) is an independent regulatory agency dedicated to serving the public interest. The agency is responsible for the regulation of Wisconsin public electric, gas and water utilities, including those that are municipally-owned, since 1907. The PSCW works to ensure that, in the absence of competition, adequate and reasonably priced service is provided to utility customers.

## Contact Us

### Phone (Local/Toll Free)

General: 608-266-5481 / 888-266-3831  
Consumer Affairs: 608-266-2001 / 800-225-7729

### Web

<http://psc.wi.gov>

You can also Log a Complaint Online at:

<http://apps.psc.wi.gov/pages/complaint.htm>

*En la Comisión de Servicios Públicos del estado de Wisconsin (PSCW) podemos ayudarle en español. Cuando llame a la PSCW, simplemente indique que quisiera servicio en español, y conectaremos a un intérprete a la línea.*



PUBLIC SERVICE  
COMMISSION OF  
WISCONSIN  
P.O. BOX 7854  
MADISON, WI  
53707-7854

Updated: (04/2018)



## Utility Customer Bill of Rights

## Your Rights as a Residential Electric, Gas, or Water Utility Customer

## Disconnections

A utility can disconnect your service for:

- Nonpayment
- Default on a deferred payment agreement
- Nonpayment of a deposit
- “Name switching” on an account where a customer did not pay their bill and continues to reside at that address
- Tampering with utility equipment
- Safety hazards or other emergencies
- Failure to provide access to a meter or utility-owned equipment

A utility must:

- Send you notice before disconnection (except where there is a safety hazard or self-reconnection)
- Include the reason(s) for disconnection, ways to contact the utility, and the dispute procedure on the notice

### Winter Disconnection Rules

If a utility service provides the primary heat source to your home or impacts the primary heat source to your home (for example, water or steam radiators), a utility cannot disconnect that service from November 1st through April 15th. Before winter, the utility must attempt to contact customers whose service was disconnected for nonpayment. Utilities are also required to check the customer’s well-being, attempt to negotiate payment plans, and inform the customer about any special assistance available to avoid disconnection.

## Medical or Protective Services Emergencies

If a disconnection will aggravate a medical or protective services emergency, the utility may delay service shut-off for up to 21 days. The utility may require documentation from a professional involved with the medical emergency or crisis. Contact your utility about any such special circumstances.

## Deposits

Utility companies may require a deposit for service to ensure payment. A standard deposit cannot exceed the sum of the two largest consecutive bills during the last twelve months. A deposit requested due to nonpayment during the winter months cannot exceed the four highest consecutive bills during the last twelve months. The following rules apply to payment and refund of deposits:

### Existing Residential Customer

- Deposits can be requested if:
- your service was disconnected during the last 12 months for nonpayment of an undisputed account or your initial application was falsified or incomplete.

### Winter Moratorium

- Deposits can be requested if:
- you had debt incurred during the winter (November 1st through April 15th) that was 80 days or more past due and you had the ability to pay.

### New Residential Customer

- Deposits can be requested if:
- you have an unpaid bill for utility service anywhere in Wisconsin during the last six years which remains outstanding.

### Low Income Customer

- You do not have to post a deposit if you can document that your income is at or below 200 percent of the federal poverty guidelines. Please contact your utility, Energy Assistance, or the PSCW for additional information on low income resources.

*For residential service, the deposit will be refunded, with interest, after 12 consecutive months of prompt payment.*

## Budget Billing & Deferred Payment Agreements (DPAs)

To manage high winter gas bills or high summer electric bills, ask your utility about budget payment plans. This allows you to average estimated annual use into even monthly payments. Every six months, your payment amount is readjusted to reflect your actual use. At the end of a budget year, your bill is adjusted to correct over-billing or under-billing.

You may also request a deferred payment agreement (DPA) to pay a current or past due balance. A DPA consists of a down payment on the balance and installment payments toward the remaining balance negotiated between you and your utility depending on your situation. If the installment payments are not paid, the utility may disconnect your service. Municipal utilities may not be required to offer a DPA to some customers.

## Delinquent Bills Levied as a Tax or Lien

Under state law, some delinquent municipal utility bills may be transferred as a tax to the property tax bill of the property owner or as a lien on tenant’s personal assets.

## Meter Readings

Generally, meter readings are based on actual meter readings by the utility or the customer. If a utility cannot read your meter, a customer does not provide a reading, or there is an emergency, you may receive an estimated bill. The PSCW requires electric and gas utilities to read your meter at least once every six months and when there is a change of customer. You must allow utilities to perform meter readings or your service can be disconnected.



## NOTICE TO ELECTRIC CUSTOMERS OF STOUGHTON UTILITIES

Stoughton Utilities has been authorized by the Public Service Commission of Wisconsin to charge the following rates for service effective July 1, 2020.

### Rg-1 – Residential Service

Customer Charge:	Single Phase .....	\$ 13.00
	Three Phase .....	\$ 20.00
Energy Charge:	.....	\$ 0.0981 / kWh

### Rg-2 – Residential Service – Optional Time of Day Service

Customer Charge:	Single Phase .....	\$ 13.00
	Three Phase .....	\$ 20.00
Energy Charge:*	On Peak .....	\$ 0.1780 / kWh
	Off Peak .....	\$ 0.0500 / kWh

### Gs-1 General Service

Customer Charge:	Single Phase .....	\$ 17.00
	Three Phase .....	\$ 23.00
Energy Charge:	.....	\$ 0.1021 / kWh

### Gs-2 General Service – Optional Time of Day Service

Customer Charge:	Single Phase .....	\$ 17.00
	Three Phase .....	\$ 23.00
Energy Charge:*	On Peak .....	\$ 0.1800 / kWh
	Off Peak .....	\$ 0.0550 / kWh

### Commitment to Community – All Rate Classifications

Under provisions of 1999 Wisconsin Act 9 and 2005 Wisconsin Act 141, a municipal electric utility shall charge each customer a low-income assistance and energy efficiency fee. Pursuant to Wis. Stats. §§ 16.957(5) and 196.374(7), each municipal electric utility must collect an average of \$16 per meter per year.

Commitment to Community Charge ..... 3.0% of the total electric bill, not to exceed \$ 1.33.

The **minimum monthly bill** is the customer charge plus the Commitment to Community charge.

The full rate schedules for the above rate classifications, as well as the additional customer rate classifications listed below, are available at the Stoughton Utilities Administration Office, or online at [stoughtonutilities.com/rates](http://stoughtonutilities.com/rates).

- CP-1 Small Power
- CP-1 Small Power Optional Time of Day
- CP-2 Large Power Time of Day
- CP-3 Industrial Power Time of Day
- Ms-1 Street Lighting Service
- Pgs-1 Parallel Generation (20 kW or less) – Net Energy Billing
- Pgs-2 Customer-Owned Generation Systems (Greater than 20 kW)

All metered rates are subject to a **Power Cost Adjustment Charge** (positive or negative) equivalent to the amount by which the current cost of power (per kWh of sales) is greater or less than the base cost of power purchased.

The **Late Payment Charge** is 1% per month of any unpaid balance.

\* The on-peak pricing period for Rg-2 and Gs-2 Optional Time of Day rates is 8:00 a.m. to 8:00 p.m., Monday through Friday, excluding the holidays named in the rate file. Other pricing periods offered prior to July 1, 2020 have been closed to new customers. For a list of holidays included in the off-peak pricing period, please see the Rg-2 and Gs-2 rate files available at the Stoughton Utilities Administration office, or online at [stoughtonutilities.com/rates](http://stoughtonutilities.com/rates).



## NOTICE TO WATER CUSTOMERS OF STOUGHTON UTILITIES

Stoughton Utilities has been authorized by the Public Service Commission of Wisconsin to charge the following rates for service effective October 1, 2018.

### GENERAL SERVICE – METERED:

#### Monthly Service Charges:

5/8 - inch meter:	\$ 9.00	3 - inch meter:	\$ 50.00
3/4 - inch meter:	\$ 9.00	4 - inch meter:	\$ 75.00
1 - inch meter:	\$ 13.00	6 - inch meter:	\$ 121.00
1 1/4 - inch meter:	\$ 17.00	8 - inch meter:	\$ 182.00
1 1/2 - inch meter:	\$ 21.00	10 - inch meter:	\$ 262.00
2 - inch meter:	\$ 30.00	12 - inch meter:	\$ 340.00

#### Plus Volume Charges:

Residential Class:.....	\$ 2.82 per 1,000 gallons
Multifamily Residential Class: .....	\$ 2.54 per 1,000 gallons
Nonresidential Class: .....	First 10,000 gallons each month: \$ 2.54 per 1,000 gallons
	Next 90,000 gallons each month: \$ 2.36 per 1,000 gallons
	Next 3,900,000 gallons each month: \$ 2.00 per 1,000 gallons
	Over 4,000,000 gallons each month: \$ 1.55 per 1,000 gallons

### PUBLIC FIRE PROTECTION SERVICE:

This monthly charge shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area, and water used for testing protection equipment and training personnel.

5/8 - inch meter:	\$ 7.60	3 - inch meter:	\$ 114.00
3/4 - inch meter:	\$ 7.60	4 - inch meter:	\$ 190.00
1 - inch meter:	\$ 19.00	6 - inch meter:	\$ 380.00
1 1/4 - inch meter:	\$ 28.00	8 - inch meter:	\$ 608.00
1 1/2 - inch meter:	\$ 38.00	10 - inch meter:	\$ 912.00
2 - inch meter:	\$ 61.00	12 - inch meter:	\$ 1,216.00

The **Late Payment Charge** is 1% per month of any unpaid balance.

## NOTICE TO WASTEWATER CUSTOMERS OF STOUGHTON UTILITIES

Stoughton Utilities has been authorized by the City of Stoughton Common Council to charge the following rates for service effective June 1, 2020. Service charges are based on water meter size.

### GENERAL SERVICE:

#### Monthly Service Charges:

5/8 - inch meter:	\$ 8.87	1 1/2 - inch meter:	\$ 21.67
3/4 - inch meter:	\$ 8.87	2 - inch meter:	\$ 31.27
1 - inch meter:	\$ 13.67	3 - inch meter:	\$ 53.68
1 1/4 - inch meter:	\$ 16.97	4 - inch meter:	\$ 85.69

#### Plus Volume Charges:

All Classes:..... \$ 4.93 per 1,000 gallons

Charges for non-residential **High Strength Wastes** are in the rate file available at the Stoughton Utilities Administration Office and in the Municipal Code of the City of Stoughton, Wisconsin.

The **Late Payment Charge** is 1% per month of any unpaid balance.

*Effective: June 1, 2020*



**SUMC Food Pantry**

Dear Stoughton Utilities,

Jan. 10, 21

Thank you for your generous contribution of \$600.00 to our Stoughton United Methodist Food Pantry. Your gift will be used to purchase healthy food items to supplement what we have on our shelves.

We are pleased to provide fresh produce year round. It is also our goal to have food with high nutrient density for our clients. We also have a nutrition specialist from Dane County assisting clients with health information and options. (Now COVID).

We say it takes a village to feed the hungry. Thanks for being part of our village - Stoughton.

Sincerely,

Stoughton United Methodist  
Food Pantry  
Janni Schwass-Long,  
Coordinator



Dear Member Community  
Elected and Appointed  
Officials,

As we begin the new year, I would like to take the opportunity to provide information about WPPI Energy, your community's not-for-profit power supplier and services provider.



Many of you are already very familiar with WPPI. We also welcome many new member community governing body officials each year. Regardless of your tenure, it is my hope that you will find useful and relevant information in this letter.

Many of you know public power utilities deliver significant benefits to their customers and communities they serve. By working together through WPPI, our 51 like-minded member utilities in Wisconsin, Iowa and Upper Michigan preserve and enhance this value for the long term.

As a result, members achieve:

- A diverse, competitive and environmentally responsible power supply
- Forward-looking, cost-effective services and advanced technologies and
- A highly effective voice for energy policy advocacy

And, as a member-owner of WPPI, your community has an important stake in a valuable asset. Engagement by our local leaders is critical to the success of our organization. We know that time is at a premium for all elected and appointed officials, but welcome your involvement this coming year through opportunities listed within this letter.

## 2021 Events

*At this time it is unknown if we will be able to safely host groups for in-person events. As the dates approach we will determine if they will be held virtually or on location based on guidance from health officials.*

### Orientation to WPPI

*June 10 & October 14 - Sun Prairie, Wis.*

These half-day opportunities will introduce you to WPPI's three areas of focus: power supply, advocacy and support services. Join us for this educational session, a tour and lunch.

### Annual Meeting

*September 16 - Pewaukee, Wis.*

The annual meeting provides you the opportunity to network with other member community representatives, hear from WPPI leadership and learn about energy industry topics from leading experts.

We look forward to working with you to keep a keen eye on the future and ensure our organization evolves with the changing industry and the needs of your community.

Please contact me at (608) 834-4557 any time if you have any questions about how your community can make the most of its public power utility and ownership in WPPI. I'd also encourage you to explore the resources in this email. In particular, we've just released a new "visual history " to cap off our 40th anniversary of working together.

Sincerely,

Mike Peters  
President/CEO

### Chief Executives Breakfast

October 21 - Green Bay, Wis.

This event is traditionally held in conjunction with the League of Wisconsin Municipalities annual conference. Join us for networking and an update from WPPI. We are seeking similar opportunities in Iowa and Michigan.



Quick Facts



Visual History



Member Utilities

### Policy Engagement

Contact: Joseph Owen

#### IDEAS: In-District Energy Advocacy Series

WPPI is happy to coordinate virtual meetings with policymakers in interested member communities. Please let us know if you would like a meeting scheduled.

#### American Public Power Association (APPA) Legislative Rally

March 1-2 (virtual)

### Opportunities

Contact: Kayla Pierce

#### \*Scholarships Available\* for Utility Commission or Committee members: APPA Best Practices in Public Power Governance Webinar - March 11

Explore best practices in public power governance, including understanding and communicating the value of public power, strategies for successful board operations, the duties and legal obligations of

WPPI is coordinating member participation in this important advocacy event.

### State Associations

Stay in touch with state associations and check websites for upcoming opportunities.

#### Municipal Electric Utilities of Wisconsin

#### Iowa Association of Municipal Utilities

#### Michigan Municipal Electric Association

governing officials, and techniques for board development and communications. Ten scholarships are available on a first come first serve basis. [Apply here!](#)

### Speakers Bureau

Staff is available to speak in your community at any service organization or other local group meetings in-person or virtually. Subject matter experts can speak on issues relevant to your local utility, WPPI, the energy industry or other related topics that would be of interest.



## APPA Membership

Membership dues are paid through WPPI for your utility/community to participate in and access tools and resources from our national industry association. Check out APPA's latest issue of Public Power Magazine, which focuses on governance and advocacy, [here](#).

Connect with us!  
wppienergy.org



## Brian Hoops

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**Subject:** FW: Cybersecurity Incident Concerning the Entire Water Sector

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**From:** Wisconsin Department of Natural Resources <[widnr@service.govdelivery.com](mailto:widnr@service.govdelivery.com)>

**Sent:** Wednesday, February 10, 2021 3:28 PM

**To:** Brian Hoops <[BHoops@stoughtonutilities.com](mailto:BHoops@stoughtonutilities.com)>

**Subject:** Cybersecurity Incident Concerning the Entire Water Sector

*This message is being sent to all community water systems.*

The Wisconsin Department of Natural Resources has received important information about a cybersecurity incident at a municipal water system in the City of Oldsmar, Florida, that occurred earlier this week. You can find more information about this incident [here](#).

The FBI, DHS, U.S. Secret Service and the Pinellas County Sheriff's Office have issued a joint situational report that concerns the **entire water sector**. The EPA has provided critical information from this report for awareness and **recommends that all water systems implement the mitigation measures listed below where applicable.**

- Restrict all remote connections to SCADA systems, specifically those that allow physical control and manipulation of devices within the SCADA network. One-way unidirectional monitoring devices are recommended to monitor SCADA systems remotely.
- Install a firewall software/hardware appliance with logging and ensure it is turned on. The firewall should be secluded and not permitted to communicate with unauthorized sources.
- Keep computers, devices and applications, including SCADA/industrial control systems (ICS) software, patched and up to date.
- Use two-factor authentication with strong passwords.
- Only use secure networks and consider installing a virtual private network (VPN).
- Implement an update and patch management cycle. Patch all systems for critical vulnerabilities, prioritizing timely patching of internet-connected systems for known vulnerabilities and software processing Internet data, such as web browsers, browser plugins and document readers.

### Background

On Feb. 5, 2021, unidentified cyber actor(s) obtained unauthorized access to the supervisory control and data acquisition (SCADA) system at a local municipality's water treatment plant on two separate occasions in the same day, approximately five hours apart. The unidentified actor(s) accessed the SCADA system's software and altered the amount of sodium hydroxide, a caustic chemical, used as part of the water treatment process. Water treatment plant personnel immediately noticed the change in dosing amounts and corrected the issue before the SCADA system's software detected the manipulation and alarmed due to the unauthorized change. As a result, the water treatment process remained unaffected and continued to operate as normal.

The unidentified actor(s) accessed the water treatment plant's SCADA controls via remote access software, TeamViewer, which was installed on one of several computers the water treatment plant personnel used to conduct system status checks and respond to alarms or other issues that arose during the water treatment process. All

computers used by water plant personnel were connected to the SCADA system and used the 32-bit version of the Windows 7 operating system. Further, all computers shared the same password for remote access and appeared to be connected directly to the internet without firewall protection.

This serves as a reminder that control systems are vulnerable and cybersecurity is increasingly critical.

The Association of State Drinking Water Administrators (ASDWA) and American Water Works Association (AWWA) have been developing virtual cybersecurity trainings that will focus on what states need to know about cybersecurity for the water and wastewater sector. They anticipate delivering this training by mid-2021.

We will keep you informed of any updates about the cybersecurity incident and the cybersecurity trainings as they are made available.



## 2021 Annual Awards Nominees

### Small Business of the Year (1-5 employees) \*

- Cheesers Lokal Market
- Holt Real Estate Team powered by Keller Williams Realty
- Kicks Unlimited Stoughton
- The UPS Store

### Mid Business of the Year (6-24 employees) \*

- Cress Funeral & Cremation Service
- Culver's Restaurant
- Kettle Park Senior Living
- Stoughton Lumber Company

### Large Business of the Year (25+ employees) \*

- Kwik Trip
- Stoughton Area School District
- Stoughton Health
- Stoughton Utilities



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

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

The following items from prior Stoughton Utilities Committee Meeting(s) were presented to and/or acted upon by the Stoughton Common Council at their November 24, 2020 meeting:

Consent Agenda:

1. Draft Minutes of the October 19, 2020 Regular Utilities Committee Meeting
2. Stoughton Utilities October Payments Due List Report
3. Stoughton Utilities September Financial Summary
4. Stoughton Utilities September Statistical Report

Business:

None



**Stoughton Utilities**

600 South Fourth Street  
P.O. Box 383  
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*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

**Subject:** Ordinance to Create Sections 74-2 (h) and (i) of the City of Stoughton Code of Ordinances, Relating to the Replacement of Indirect Sanitary Sewer Service Lateral Connections

Stoughton Utilities is aware of numerous privately-owned sanitary sewer service lines that would not comply with current installation requirements due to the fact that they are not directly connected to the public utility system. These indirectly service connections instead connect to the service line owned by a neighboring property owner.

These indirect connections are typically found in older neighborhoods, and are not always legally recorded through an easement or agreement with the neighboring property owner. In some cases, one or both property owners may be unaware of the improper connection. This can result in unexpected service interruptions or disconnections to customers when work is being done on one property. In the past it has also created basement sewer backups and neighbor disputes.

Currently, we have no enforcement mechanism to require property owners to correct these indirect connections. We anticipate future needs to work with customers to correct indirect sanitary sewer service lines to provide a direct connections to the public system.

The City Attorney has reviewed this draft ordinance and the suggested additions reflect the attorney recommendations.

An updated ordinance relating to the replacement of indirect service lateral connections has been drafted and is being presented to the committee for your review and approval. We are requesting that the Stoughton Utilities Committee approve the ordinance to create Sections 74-2 (h) and (i) of the City of Stoughton Code of Ordinances, relating to the replacement of indirect sanitary sewer service lateral connections, and recommend approval of the adopting ordinance to the Stoughton Common Council.

**ORDINANCE OF THE COMMON COUNCIL**

To create Sections 74-2 (h) and (i) of the City of Stoughton Code of Ordinances, relating to the replacement of indirect service lateral connections.

Committee Action: The Utilities Committee recommends approval by a vote of [redacted] - 0.

Fiscal Impact: N/A

**File Number:** O-[redacted]-2021

**First Reading:** February 23, 2021

**Second Reading:** March 9, 2021

***RECITALS***

**WHEREAS**, numerous privately-owned sanitary sewer service lines exist that would not comply with current installation requirements due to the fact that they are not directly connected to the public utility system, instead connecting to the service line owned by a neighboring property owner; and

**WHEREAS**, currently there is no enforcement mechanism to require property owners to correct these indirect connections; and

**WHEREAS**, there is a need to correct these issues and require the direct connection of any sanitary sewer service lines; and

**WHEREAS**, on February 15, 2021 the Utilities Committee recommended the creation of Sections 74-2 (h) and (i) of the City of Stoughton Code of Ordinances, relating to the replacement of indirect sanitary sewer service lateral connections, as provided in Exhibit A;

***ORDINANCE***

**NOW THEREFORE**, The City Council of the City of Stoughton, Dane County, Wisconsin, ordains as follows:

1. Chapter 74 of the City of Stoughton Code of Ordinances is amended as provided in Exhibit A.
2. This ordinance will take effect upon adoption and publication or posting pursuant to law.

The foregoing ordinance was adopted by the Common Council of the City of Stoughton at a meeting held on March 9, 2021.

APPROVED:

\_\_\_\_\_  
Timothy Swadley, Mayor

ATTEST:

\_\_\_\_\_  
Holly Licht, City Clerk

Posted: \_\_\_\_\_

Published: \_\_\_\_\_

Attest: \_\_\_\_\_

## EXHIBIT A

Section 1. Sec. 74-2. (h) is created to read:

(h) *Residential indirect sewer connections prohibited.* No building used for residential purposes shall connect to the public sewer system through the private sewer lateral servicing another parcel (an “indirect connection”). If an indirect connection serving a building used for residential purposes is discovered, the utilities director shall determine whether and when to require that the sewer lateral be relocated to directly connect to the public sewer system. In deciding if an indirectly connected sewer lateral must be relocated to directly connect to the public sewer system, the utilities director shall consider whether continued use of the existing indirect connection poses a risk of harm to public health or the environment, the cost to property owners of relocating their indirect connection, and such other factors as the utilities director finds relevant to such a determination. When the utilities director determines that an indirectly connected sewer lateral must be relocated to directly connect to the public sewer system, the utilities director shall give written notice to the owner, agent, or occupant of any building indirectly connected to the public sewer system of the requirement to connect the building sewer lateral directly to the public sewer main and to abandon the indirectly connected building sewer lateral. The notice shall specify the date by which the work must be completed, which shall be not less than 90 days after the date of the notice, unless public health, environmental, or other circumstances require an earlier discontinuance of the indirect connection, as determined by the utilities director. If the person to whom the notice has been given fails to comply in a timely manner, the building inspector shall cause the necessary connection and abandonment to be made and the expense thereof shall be assessed as a special tax against the property pursuant to Wis. Stat. §281.45.

Section 2. Sec. 74-2. (i) is created to read:

(i) *Nonresidential indirect sewer connections.*

- (1) Notwithstanding Sec. 74-2. (h), a building used for nonresidential purposes may connect to the public sewer system through the private sewer lateral servicing another parcel (an “indirect connection”) if the utilities director determines that the indirect connection complies with the following:
  - (i) The specifications contained in the most recently published edition of Standard Specification for Sewer & Water Construction in Wisconsin.
  - (ii) Any other reasonable conditions necessary to protect public health, the environment, or the public sewer system, including wastewater treatment facilities, as determined by the utilities director.
- (2) If an indirect connection serving a building used for nonresidential purposes does not comply with the conditions imposed under subds. (i) and (ii), the utilities director shall require that the sewer lateral be either brought into compliance with the conditions imposed under subds. (i) and (ii) or be relocated to directly connect to the public sewer

system. In deciding if an indirectly connected sewer lateral must be brought into compliance with the conditions imposed under subds. (i) and (ii) or relocated to directly connect to the public sewer system, the utilities director shall consider whether continued use of the existing indirect connection poses a risk of harm to public health or the environment, the cost to property owners of modifying or relocating their indirect connection, and such other factors as the utilities director finds relevant to such a determination. The utilities director shall give written notice to the owner, agent, or occupant of any building indirectly connected to the public sewer system of the requirement to either modify the indirect connection or connect the building sewer lateral directly to the public sewer main and to abandon the indirectly connected building sewer lateral. The notice shall specify the date by which the work must be completed, which shall be not less than 90 days after the date of the notice, unless public health, environmental, or other circumstances require an earlier modification or discontinuance of the indirect connection, as determined by the utilities director. If the person to whom the notice has been given fails to comply in a timely manner, the building inspector shall cause the necessary modifications or connection and abandonment to be made and the expense thereof shall be assessed as a special tax against the property pursuant to Wis. Stat. §281.45.



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

**Subject:** Approval of the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom

Stoughton Utilities maintains 17 remote facilities, including electric substation, water production wells and storage towers, and sanitary sewer treatment facilities and pumping stations. Each of these facilities contain numerous pieces of networked equipment that communicate with our operational control and security systems.

Our electric, water, and wastewater Supervisory Control and Data Acquisition (SCADA) systems allow the utility to operate efficiently 24 hours a day and seven days a week, using system automation to make system modifications to provide safe and reliable service to customers without the need for human interaction for route adjustments. In addition, systems are in place for access, intrusion detection, fire, and other security requirements.

The need for secure dedicated fiber optic communications has been known by the utility team for a while, but there have not been affordable options available to us to install such systems. Following the request by TDS Metrocom to obtain an easement from the utility for the placement of one of their master control nodes, we recognized an opportunity to work with them as they built out their citywide fiber optic system to obtain dedicated fiber optic communications (“dark fiber”).

After many months of discussing the possibility of such a system to connect all Stoughton Utilities remote facilities, we came to an agreement that meets the needs of both parties. Stoughton Utilities staff has been working diligently to facilitate and expedite the buildout of the new fiber optic communications network, including the pole replacement work to make our distribution system ready for the new communications attachments. In recognition of our efforts, TDS Metrocom has agreed to provide Stoughton Utilities with dedicated, unlit strands of fiber optic cable to all Stoughton Utilities facilities for a negotiated, reduced up-front cost that would not be obtainable if Stoughton Utilities were to complete a similar installation on our own, or if we were lease the facilities as a commercial customer.

The attached Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom is the result of many months of negotiation, fiber optic network review, site visits, and contract creation and review.

The attached draft is a near-final draft, however there are some minor details left to be negotiated between the attorneys for each party. However, once the agreement is in a final form, an expedited execution time will be necessary to allow the installation of the system to begin in early spring, such that it can be live in mid to late summer. Stoughton Utilities finds it in our best interests to seek committee

approval now for the draft form to allow for expedited submission to and approval by the Stoughton Common Council once the agreement has been finalized.

We are requesting that the Stoughton Utilities Committee approve the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom, with such changes necessary to finalize the agreement as are acceptable to and recommended by our legal counsel, and recommend approval of the agreement to the Stoughton Common Council.

## FIBER OPTIC AGREEMENT AND GRANT OF IRU

THIS AGREEMENT (“**Agreement**”) is made and entered into as of the date of the last signature below (“**Effective Date**”), by and between, TDS Metrocom, LLC a Delaware Limited Liability corporation, having an office located at 525 Junction Road, Suite 6000, Madison, Wisconsin 53717 (“**TDS**”) and the City of Stoughton, Wisconsin, operating in its capacity as a municipal electric utility, having a place of business at 600 South 4th Street, Stoughton, WI 53589 (“**City**”), each referred to as a “**Party**” or jointly referred to as the “**Parties**.”

### BACKGROUND

- A. TDS owns, operates and maintains an optical fiber communication transmission system in the City of Stoughton (collectively, “**TDS’s Fiber System**”).
- B. The Parties have agreed that City shall retain a perpetual right to use four (4) fibers in the TDS Fiber System to connect City buildings and other City facilities, and not for resale in any manner. A map of the interconnection points contemplated by this Agreement is included as Attachment A.
- C. TDS and City desire to enter into an agreement governing City’s right to use these fibers, upon all the terms and conditions set forth below.

In consideration of their mutual promises, the Parties agree as follows:

### ARTICLE 1: DEFINITIONS

The following terms are used in this Agreement:

- 1.1 “**Acceptance Notice**” means the notice of acceptance or deemed acceptance of a Segment and/or entire route given by City pursuant to Article 5 after the City IRU Fibers have been tested and found acceptable.
- 1.2 “**City IRU Fibers**” are the Fibers obtained by City in the TDS Cable pursuant to this Agreement.
- 1.3 “**Dark Fiber**” means Fiber between two specified locations that has no optronics or electronics attached to it.
- 1.4 “**Effective Date**” means \_\_\_\_\_, 2021.
- 1.5 “**Fiber**” means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

- 1.6 “**Fiber Optic Cable**” or “**Cable**” means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.
- 1.7 “**Indefeasible Right of Use**” or “**IRU**” is an exclusive and irrevocable right, subject to the term in Article 3, to use the TDS Cable, provided, however, that granting of such IRU does not convey legal title to the Fibers.
- 1.8 “**Proportionate Share**” means the percentage determined by dividing the number of City IRU Fibers in the TDS Cable by the total number of Fibers in the same TDS Cable.
- 1.9 “**Rights-of-Way**” or “**Rights**” see Article 13 for definition.
- 1.10 “**Segments**” are portions of Cable routes specified in **Exhibit A-1** of this Agreement (as amended from time to time), which are capable of being tested and accepted.
- 1.11 “**TDS Cable**” means a Cable containing one or more Dark Fibers owned by TDS and in which City has an IRU pursuant to the terms of this Agreement.

## **ARTICLE 2: FIBER OPTIC AGREEMENT**

- 2.1 Subject to the terms and conditions of this Agreement, TDS grants City an IRU in four (4) Dark Fibers in the TDS Cable as specifically described in **Exhibit A-1**. The IRU includes a non-exclusive right to use tangible and intangible property in order to use the City IRU Fibers, including but not limited to cable sheathing, troughing, pedestals, slack containers, and related equipment necessary for the operation and use of the City IRU Fibers as contemplated herein, but excluding any electronic or optronic equipment, which shall be provided by City at its sole cost. The purpose of the City IRU Fibers is to enable the City to connect the City sites shown on **Attachment A**. City shall be entitled to use its IRU Fibers solely to connect City buildings and other City facilities and not to serve any other third party.
- 2.2 From time to time after execution of this Agreement, additional Segments may be incorporated into this Agreement by both parties executing a supplemental exhibit in the form of **Exhibit A-x** of this Agreement. For each additional Segment in which an IRU is granted to City, the separate **Exhibit A-x**, executed by both parties, will be attached hereto and titled so as to identify this Agreement, the Segment affected, the resulting IRU Fee, if any, and any other material terms and conditions relating to the additional Segment. Any provision relating to the affected Segment contained in a supplemental **Exhibit A-x** that is more specific than a comparable or contrary provision contained in this Agreement shall control with respect to that Segment. Upon for the Segment set forth in a supplemental **Exhibit A-x**, City shall acquire an IRU for the City IRU Fibers specified in the supplemental **Exhibit A-x**.
- 2.3 This Agreement does not obligate TDS to supply to City any optical or electrical equipment, or other facilities, including without limitation, local distribution facilities, collocation space, regeneration facilities, generators, batteries, air conditioners, fire

protection equipment, monitoring equipment and testing equipment, all of which are the sole responsibility of City.

### **ARTICLE 3: EFFECTIVE DATE AND TERM**

- 3.1 City will be entitled to use the IRU Fibers upon the Acceptance of a route Segment. The initial IRU term shall start on the Effective Date and shall terminate upon the expiration of the useful life of such Segment of the routes shown on **Attachment A** and further described in **Exhibit A-1** (as amended from time to time), estimated to be twenty (20) years. Should the City IRU Fiber reach its useful life and TDS does not desire to replace it or should TDS choose to exit the business at that point, City will have the right to take possession of and maintain the City IRU Fiber assets without any cost to City.
- 3.2 Expiration or termination of this Agreement shall not affect the rights or obligations of any Party with respect to any payments of expenses incurred prior to the date of termination or pursuant to Article 10 (Taxes); Article 11 (Liability); and Article 13 (Permits and Required Rights).

### **ARTICLE 4: CONSIDERATION AND PAYMENT**

- 4.1 As consideration for the provision of the City IRU Fibers described in **Exhibit A-1**, City shall make a one-time, non-recurring IRU Fee payment to TDS as specified in Exhibit A-1. Such payment shall be made within thirty (30) days of City's receipt of TDS's invoice, showing in detail TDS's actual cost of constructing the City IRU Fibers described in **Exhibit A-1**.
- 4.2 For accounting, tax, and state regulatory purposes, City shall be treated as the beneficial owner of the City IRU Fibers.
- 4.3 TDS shall be responsible for splicing and testing to provide the City IRU Fibers. After Acceptance, any cost for additional splicing and testing for City to access the City IRU Fibers will be billed to and paid by City within thirty (30) days after invoice.
- 4.4 After Acceptance, City shall pay TDS an annual maintenance fee as set forth in **Exhibit A-1**. The routine maintenance fee shall increase by 1% annually and each anniversary of the Effective Date.
- 4.5 It is understood and acknowledged that TDS shall be deemed the owner of the City IRU Fibers.

### **ARTICLE 5: ACCEPTANCE AND DOCUMENTATION**

- 5.1 The acceptance procedures set out in this Article 5 apply to the City IRU Fibers once constructed. At the completion of a Segment's construction, TDS shall provide City the opportunity to perform, subject to the protocols of the Rights-of-Way agreements, a physical inspection of IRU routes and Fibers. In addition, TDS shall provide the acceptance test plan ("ATP") and test results for the City IRU Fibers in accordance with the requirements of **Exhibit C**.

- 5.2 Within fourteen (14) days after receiving the ATP and test results, City shall inspect its IRU Fibers in accordance with the **Exhibit B** acceptance tests. City shall then provide TDS with either an Acceptance Notice or a Rejection Notice, explaining that the City IRU Fibers do not meet the specifications set out in **Exhibit B**. TDS will cooperate with City to provide additional documentation that would reasonably allow City to evaluate the acceptability of its IRU Fibers. In addition, City shall be allowed, subject to the protocols of the Rights-of-Way agreements, to conduct its own tests, at City's expense, to determine acceptability of its IRU Fibers. Issuance of an Acceptance Notice or failure to issue Rejection Notice during the time period indicated above shall constitute "Acceptance" of the City IRU Fibers by City, but such Acceptance shall not invalidate the warranties described in this Agreement.
- 5.3 Should City reject the additional IRU Fibers by providing a Rejection Notice within the applicable 14-day period, TDS shall use commercially reasonable efforts, including retesting the City IRU Fibers, to substantially cure the material defective conditions identified in the Rejection Notice within sixty (60) days and to ensure the City IRU fibers conform to the specifications in **Exhibit B**. The 60-day cure period shall be extended if the material defective conditions cannot be reasonably remedied within such time period and if TDS proceeds diligently to cure the material defective conditions after receipt of the Rejection. Upon substantial cure, the additional City IRU Fibers shall be deemed accepted by City.
- 5.3 Upon Acceptance of a Segment, City shall receive a grant of the City IRU Fibers.
- 5.4 Any disputes as to Acceptance or Rejection of any City IRU Fibers shall be resolved in accordance with Article 22.
- 5.5 Within ninety (90) days after Acceptance of any City IRU Fibers, TDS shall provide general, non-proprietary documentation ("**Documentation**") regarding the Cable. Documentation may be provided or obtained from a third party through which TDS has obtained an IRU. Documentation shall consist of the following: (i) a route diagram that illustrates the location of the end, mid span splice, and mid span repeater locations; (ii) a summary of distances between such locations; (iii) the type of Cable construction between locations; and (iv) any geographical information deemed necessary to further clarify the route.

## **ARTICLE 6: FRANCHISE/LICENSE/PERMIT FEES**

- 6.1 Each Party will be responsible for the appropriate government filings, licenses, or other requirements to place its Fibers into operation, including, but not limited to, applicable municipal licenses and/or franchise agreements.
- 6.2 Pole attachment, permit, easement fees or any other fees related to the construction of a Segment will be the responsibility of and paid for by TDS.

## **ARTICLE 7: MAINTENANCE AND REPAIR**

- 7.1 TDS warrants that it will use commercially reasonable efforts to maintain its Cable containing the City IRU Fibers in accordance with prevailing telecommunications industry standards and with the Maintenance Standards contained in **Exhibit D**.
- 7.2 All routine maintenance and repair functions and emergency maintenance and repair functions, including “one-call” responses, conduit locate services, and necessary relocation of the TDS Cable containing the City IRU Fibers in a common sheath with TDS Fiber, shall be performed by TDS or its designee for a period coterminous with the term of this Agreement at TDS’s expense, subject to reimbursement for emergency maintenance as provided below.
- 7.2.1 *Emergency Maintenance.* TDS shall respond to any failure, interruption or impairment in the operation of the City IRU Fibers within two (2) hours after receiving a report of any such failure, interruption or impairment. TDS shall use its commercially reasonable efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the City IRU Fibers within eight (8) hours in accordance with the procedures set forth in **Exhibit D**. Except as contemplated in Section 7.3 below, City shall not pay for any emergency maintenance. City may assist with emergency maintenance if approved by TDS.
- 7.2.2 *Routine Maintenance.* TDS shall schedule and perform specific periodic maintenance and repair checks and services, as set forth in Routine Maintenance Standards, attached as **Exhibit D**. Additional maintenance can be performed from time to time on the City IRU Fibers at TDS’s reasonable discretion or upon City’s reasonable request with reasonable advance notice to TDS. The annual maintenance fee described in this Article 7 covers all routine maintenance.
- 7.3 City will reimburse one hundred percent of all costs associated with damage to the City IRU Fibers, or any new Segment thereof, caused by the negligence or willful misconduct of City, its employees, agents, or contractors.
- 7.4 TDS shall repair, at its sole expense and without reimbursement from City, any damage to the City IRU Fibers, or any new Segment thereof, caused by neglect or willful misconduct of TDS, its affiliates, employees, contractors or agents.
- 7.5 TDS will, upon City’s request, perform maintenance, restoration or relocation of fiber laterals outside of the right-of-way and shall charge City on a time and materials basis.
- 7.6 In the event TDS, or others acting on TDS’s behalf, at any time after the initial 20-year term of this Agreement, or any extension thereof, discontinues maintenance and/or repair of Cable, City, or others acting on City’s behalf, shall have the right, but not the obligation, to thereafter provide for the maintenance, repair and splicing of the City IRU Fibers in the TDS Cable at TDS’s sole cost and expense. City shall use contractors pre-approved by TDS, which approval shall not be unreasonably withheld or delayed, and shall be deemed approved after the expiration of a thirty (30) day notice period. Any maintenance and/or repair and/or splicing discontinuance shall be upon no less than six (6) months’ prior written notice by TDS to City. In the event of such discontinuance,

TDS shall obtain for City, or others acting on City's behalf, adequate access to the property on or within which the City IRU Fibers are located for the purpose of permitting City, or others acting on City's behalf, to undertake maintenance, repair and splicing of the City IRU Fibers.

- 7.7 TDS shall provide reasonable advance notice to City of maintenance or repairs that may affect the City IRU Fibers. City shall have the right, subject to the protocols of the Right-of-Way agreements, to have a representative present any time maintenance or repairs are performed that may affect the City IRU Fibers.

## **ARTICLE 8: SPLICING**

- 8.1 It may be necessary to splice City IRU Fibers into the TDS Cable. In order to maintain the integrity of the TDS Cable after Acceptance, TDS, or a contractor operating under TDS's direction, must perform all splicing performed on the TDS Cable.
- 8.2 For future expansion at existing splice points, TDS will perform the necessary splicing upon written or email request by City. Normal requests for splicing shall be submitted at least thirty (30) business days prior to the requested splicing date, and expedited requests shall be submitted at least fifteen (15) business days prior to the requested splicing date. TDS shall obtain any and all permits necessary for such splicing. City agrees that it will not perform any splicing or interfere in any manner with the TDS Cable.
- 8.3 After Acceptance, the cost of splicing Fibers into the TDS Cable will be borne by City. The optical splice points for each route shall be mutually agreed upon in writing by the Parties. TDS shall provide City with a splicing and splice testing schedule(s) so City's representative may be present, subject to protocols of Rights-of-Way agreements. Splicing documentation (ATP and test results) will be provided by TDS within ninety (90) days after splicing is completed.
- 8.4 City shall provide thirty (30) business days' written notification to TDS if a new splice point is needed after initial Acceptance of a Segment. Approval of new splice points will be at the sole discretion of TDS, and such approval shall not be unreasonably withheld.
- 8.5 All splicing will be performed by the fusion splicing method or by any other method that is mutually agreeable to the Parties.

## **ARTICLE 9: WARRANTIES**

- 9.1 TDS represents and warrants, at the time of Acceptance, its constructed Cable(s) to be of good workmanship and materials, except any materials that are separately warranted by the manufacturer, and further warrants the City IRU Fibers to perform and operate in accordance with the manufacturer's specifications and industry standards.
- 9.2 TDS represents and warrants that all equipment and materials to be used in the construction of the City IRU Fibers covered by this Agreement (other than those in TDS's Fiber System) will be new, of good quality, properly constructed and/or installed, free of defects, and in conformity with the requirements of this Agreement. Such

warranty shall be effective, with respect to each specific Segment for the same period of warranty provided to TDS by its contractors (normally a one (1) year period from date of acceptance by TDS). All work not conforming to the standards may be considered defective by City, and TDS shall immediately replace any damaged or defective work, at its own expense. TDS shall use reasonable efforts to promptly repair or replace all such defective work, provided that TDS shall repair or replace such defective work within thirty (30) days following its confirmation of the defect, unless reasonable circumstances dictate a shorter or longer period, in which event the Parties shall in good faith mutually agree upon such period. All replaced defective equipment or items shall become the sole property of TDS.

- 9.3 City's sole and exclusive remedy and TDS's sole and exclusive maximum liability under the warranties contained in this Article 9 shall be, at the sole option of TDS, to repair (with new or functionally operative parts) or replace any defective portion of its Cable of which TDS receives notice during the warranty period, provided that TDS is promptly notified in writing upon discovery by City that any portion of the City IRU Fibers has failed to conform with the terms of this Agreement, such writing to include an explanation of alleged defects.
- 9.4 In addition to the foregoing warranties, TDS hereby assigns to City, and City shall have the benefit of, any and all contractors' and suppliers' warranties with respect to the material in the Cable.
- 9.5 TDS's warranty does not extend to defects caused by acts of nature, accident, fire or other hazard, nor resulting from City's, its designees' or third Parties' misuse, neglect, alterations, storage, attempts to repair, or use of other supplies not meeting specifications.
- 9.6 THE FOREGOING WARRANTIES AND REMEDIES CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE CABLE AND ARE EXCLUSIVE REMEDIES IN THE EVENT OF BREACH OF SUCH WARRANTIES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON.

**ARTICLE 10: TAXES**

- 10.1 As used in this Article 10, "Tax" or "Taxes" shall mean any and all taxes, assessments, charges, levies, (collectively referred to as "Taxes") imposed by any authority having the power to tax, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.
- 10.2. Upon City's Acceptance of the City IRU Fibers, it shall be responsible for any and all sales, use, income, gross receipts of other Tax assessed on the basis of City's use of the City IRU Fibers. Upon City's Acceptance of the City IRU Fibers, it shall be solely responsible for any real or personal property Taxes relating in any way to the City IRU

Fibers, and City shall reimburse TDS for City's Proportionate Share if TDS is assessed and pays any such Tax. The Parties shall cooperate to minimize adverse tax consequences and may mutually amend this Agreement to improve their respective company's tax positions.

#### **ARTICLE 11: LIABILITY**

- 11.1 Each Party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each Party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions.
- 11.2 Neither Party shall be liable to the other for any indirect, special, punitive or consequential damages (including, but not limited to, any claim for loss of services) arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.
- 11.3 No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of any provision of Wis. Stat. § 893.80 or § 345.05 or any other notice requirements, governmental immunities, or damages limitations that may apply to City or any of its utilities, departments, employees, officers, elected officials, board members, commissioners, or agents.
- 11.4 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the, operation or use of the TDS Cable, or any City IRU Fibers; provided, however, that each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the injured Party to pursue any such action against such third party.

#### **ARTICLE 12: FORCE MAJEURE**

- 12.1 The obligations of the Parties (except for the payment of money hereunder) are subject to force majeure, and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions (collectively "**Regulations**") (but not to the extent the delay caused by such could be avoided by rerouting the Cable if such a reroute was commercially reasonable);

condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused Party of the cause and of the estimated duration, when possible.

#### **ARTICLE 13: PERMITS AND REQUIRED RIGHTS-OF-WAY**

- 13.1 TDS shall obtain, on or before Acceptance with respect to each Segment to be added hereunder, any and all right-of-way agreements, easements, licenses, rights, or other agreement necessary for the use of poles, conduit, cable, wire, physical plant facilities, and/or access to real property underlying the TDS Cable (“**Rights-of-Way**” or “**Rights**”). Further, as of Acceptance, TDS shall obtain any and all rights, licenses, franchises, authorizations, agreements, permits, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) and collectively referred to as “**Permits**,” that are necessary for the operation of the TDS Cable. TDS shall obtain all Rights and Permits in the name of TDS.
- 13.2 It is expressly understood that TDS’s and City’s obligations under this Agreement are conditioned upon and shall in all respects be subject to the continuation or acquisition of such Rights and Permits. The Parties shall use their best efforts to obtain or to cause such Rights and Permits to remain effective through the Term of this Agreement, and any extension thereof. Copies of any and all agreements with respect to Rights and Permits shall be made available to the other Party upon request. If confidentiality obligations under such agreements preclude provision of the entire document, summaries of the substantive provisions thereof will be provided. In the event TDS is unable to resolve any issue with respect to its Rights in a manner reasonably acceptable to City, City may, after providing TDS thirty (30) days prior written notice, attempt to resolve the issue directly with the grantor of such Rights.

#### **ARTICLE 14: RELOCATION OF CABLE**

- 14.1 If TDS is required to relocate or replace its Cable or any of the appurtenant facilities used or required in providing the City IRU Fibers, and the gross cost (excluding reimbursements) of TDS’s relocation or replacement exceeds \$10,000 per occurrence, then, so long as such work is not necessitated by a breach of TDS’s obligations, City shall reimburse TDS for City’s Proportionate Share of such costs, including, without limitation, placement or relocation labor, fiber acquisition, splicing, and testing. In the event that a third party reimbursed TDS for all or a portion of the cost to perform such work, then this reimbursement amount shall reduce on a dollar-for-dollar basis the aggregate amount of costs deemed to have been spent by TDS. TDS shall deliver to City updated as-built drawings and Documentation with respect to any relocated portion of the Cable not later than ninety (90) days following such relocation.
- 14.2 TDS shall give City sixty (60) days prior notice of any such relocation, if possible, and shall have the obligation to proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation;

provided that any such relocated Cable and Fibers shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement. Acceptance of the relocated IRU Fibers shall be in accordance with Article 5 of this Agreement. In addition, TDS shall use reasonable efforts to ensure relocation shall not result in an adverse change to the operations, performance, or connection points with the City's facilities, or end points of the applicable Cable.

- 16.3 City has the right to review TDS's relocation plans (14) days prior to any relocation and has the right to have, subject to the protocols of the Rights-of-Way agreements, a representative present at the time TDS relocates the Cable that contains the City IRU Fibers.

#### **ARTICLE 15: CONDEMNATION**

- 15.1 In the event any portion of the TDS Cable or the Rights-of-Way in or upon which it has been installed, become the subject of a condemnation proceeding by any governmental agency or other party cloaked with the power of eminent domain for public purpose or use, then and in such event, it is agreed that TDS shall be entitled to pursue an award in such proceedings and shall be solely entitled to any award arising therefrom.
- 15.2 Upon its receipt of a formal notice of condemnation or taking, TDS shall notify City immediately of any condemnation proceeding filed against the TDS Cable, including the City IRU Fibers, or the Rights-of-Way in or upon which the City IRU Fibers have been installed. TDS shall also notify City of any similar threatened condemnation proceeding and agrees not to sell the Cable or release Rights-of-Way to such acquiring agency, authority or other party in lieu of condemnation without the prior written consent of City, which consent shall not be unreasonably conditioned, delayed or denied.
- 15.3 It is expressly recognized and understood by City that relocation costs resulting from any such condemnation proceeding may not be reimbursed by the condemning authority and, if City requests TDS to relocate the City IRU Fibers, City shall pay its Proportionate Share of all costs associated with the relocation of the City IRU Fibers in excess of such costs which were reimbursed by the condemning authority.

#### **ARTICLE 16: ABANDONMENT**

- 16.1 Should City decide to abandon all or part of the City IRU Fibers, it may do so by informing TDS in writing, such abandonment being made at no cost to either Party. City shall remove its equipment and electronics within thirty (30) days of such notification of abandonment by City, failing which TDS may remove same at City's cost payable within thirty (30) days of the City's receipt of an invoice therefor. At the time of abandonment, City shall have no further rights or obligations with respect to the City IRU Fibers, except as specifically set forth in this Agreement.

#### **ARTICLE 17: DEFAULT**

- 17.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting

Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, however, that where a default cannot be reasonably cured within the 30-day period and where the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice.

- 17.2 Upon the failure of the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its reasonable discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.
- 17.3 The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to injunctive or similar preliminary relief to prevent or cure breaches of the provisions of this Agreement by the other and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled by law or equity.

**ARTICLE 18: NOTICES**

- 18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to TDS:

TDS Metrocom, LLC  
Attention: Vice President Field Services  
525 Junction Road  
Madison, WI 53717

With a copy to:

If to City:

Utility Director  
Stoughton Utilities  
600 South Fourth Street  
Stoughton, WI 53589

With a copy to:

Anita T. Gallucci

Boardman & Clark LLP  
1 South Pinckney Street  
P.O. Box 0927  
Madison, WI 53701-0927

18.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

**ARTICLE 19: ASSIGNMENT, SUCCESSION**

19.1 Except as provided in this Article 19, City shall not assign this Agreement to any other party without the prior written consent of TDS.

19.2 Except as provided in this Article 19, TDS shall not assign this Agreement to any other party without the prior written consent of City, provided, however, that without such consent, TDS shall have the right to assign or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of TDS or to any person, firm or corporation which shall control, be under the control of or be under common control with TDS, or any corporation or entity into which TDS, or a subsidiary of TDS, may be merged or consolidated or which purchases all or substantially all of the assets of TDS, or a subsidiary of TDS.

19.3 Subject to the provisions of this Article 19, each of the Parties' respective rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

**ARTICLE 20: GOVERNING LAW**

20.1 This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin, without regard to its conflict of laws principles.

**ARTICLE 21: INDEPENDENT CONTRACTOR**

21.1 The performance by TDS and/or City of all duties and obligations under this Agreement shall be as independent contractors and not as agents of the other Party, and no persons employed or utilized by a performing Party shall be considered the employees or agents of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree that this Agreement does not create a partnership between, or a joint venture of, TDS and City.

**ARTICLE 22: DISPUTE RESOLUTION**

22.1 It is the intent of City and TDS that any disputes which may arise between them, or between the employees of each of them, be resolved as quickly as possible. Quick resolution may, in certain circumstances, involve immediate decisions made by the

Parties' representatives. For that purpose, TDS and City shall each designate, by separate letter, representatives as points of contact and decision making with respect to the obligations and rights of the Parties, such letters to be furnished by each Party to the other within thirty (30) days from the date of this Agreement. Any disputes issues arising during the term of this Agreement shall in all instances be initially referred to the Parties' designated representatives. The Parties' designated representatives shall render a mutually agreeable resolution of the disputes issue, in writing, within two (2) weeks of such referral, or whatever longer or shorter period to which the Parties may agree. Either Party may modify the designated representative upon written notice to the other Party.

- 22.2 In the event the Parties' representatives are unable to resolve any claims or disputes arising under this Agreement within the applicable time period, either Party is free to pursue any remedies available to it in law or equity.

#### **ARTICLE 23: LIENS**

- 23.1 In the event the City IRU Fibers become subject to any mechanics', artisans' or materialmen's lien, or other encumbrance chargeable to or through TDS that interferes with the City IRU Fibers or jeopardizes City's use of the City IRU Fibers, TDS shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost to City and shall indemnify City against all costs and expenses (including attorney's fees) incurred in discharging and releasing such lien or encumbrance; provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after written notice by City to TDS, then City may pay or secure the release or discharge thereof at the expense of TDS. TDS shall reimburse City for such payments within thirty (30) days of its receipt of an invoice therefor.
- 23.2 TDS agrees and acknowledges that it has no right to use any of the City IRU Fibers included in the TDS Cable. TDS shall obtain from any entity in favor of which TDS in its discretion may grant after the date of this Agreement a security interest or lien on all or part of the TDS Cable, a written nondisturbance and subordination agreement in form and substance reasonably satisfactory to City. The nondisturbance and subordination agreement shall be written to the effect that such lienholder acknowledges City's interest and rights in the City IRU Fibers and the IRU granted by this Agreement and agrees that the same shall not be diminished, disturbed, impaired or interfered with in any adverse respect by such lienholder.
- 23.3 City agrees and acknowledges that it has no right to use any of the Fibers, other than the City IRU Fibers, included in the TDS Cable or otherwise incorporated in TDS's Fiber System and that City shall keep any and all of TDS's Fiber System, free from any liens, rights or claims of any third party attributable to City.

#### **ARTICLE 24: MISCELLANEOUS**

- 24.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.

- 24.2 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and “or” is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 24.3 No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.
- 24.4 This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the modification is sought.
- 24.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.
- 24.6 In the event of a conflict between the provisions of this Agreement and those of **Exhibit A-1**, the provisions of **Exhibit A-1** shall prevail and the Agreement will be corrected accordingly. If there is a conflict or difference between this Agreement and other Exhibits, this Agreement shall prevail.
- 24.7 This Agreement has been fully negotiated between and jointly drafted by the Parties.
- 24.8 All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner.
- 24.9 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

## **ARTICLE 25: COUNTERPARTS**

- 25.1 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

## **ARTICLE 26: ENTIRE AGREEMENT**

- 26.1 This Agreement, and any Exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the Parties with respect to the subject

matter hereof and supersede any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written.

[SIGNATURE PAGE FOLLOWS]

**City of Stoughton, Wisconsin, acting  
through Stoughton Utilities**

**TDS Metrocom, LLC**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Jill Weiss

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

Its: Utility Director

Its: \_\_\_\_\_

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

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

**EXHIBITS:**

A-1: Initial IRU

B: Acceptance Test Plan

C: Form of Acceptance/Rejection Notice

D: Maintenance and Repair



**City of Stoughton**

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_  
Its: Utility Director

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

**TDS Metrocom, LLC**

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_  
Its: Vice President of Field Services

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

## EXHIBIT B

### ACCEPTANCE TEST PLAN

1.0 TDS will prepare and provide City with an Acceptance Test Plan (“ATP”), prior to conducting actual field tests of the City IRU Fibers.

Testing will include, but not be limited to, the following:

- (a) Bi-directional OTDR tests for 1550nm wavelength  
Acceptance criteria: bi-directional splice test average not-to-exceed 0.15 dB with no single direction test greater than 0.25 dB
- (b) Span tests with a power meter at 1550 nm wavelength  
Acceptance criteria: The span test shall not exceed the following calculated loss for any given span:

$$(0.3 \text{ dB/km})(d) + (0.15 \text{ dB})(n) = \text{Total Allowable Span Attenuation Loss}$$

d = Fiber distance in kilometers

n = total number of splices in the span, including pigtails

2.0 TDS will submit a tentative schedule for the ATP to City at least thirty (30) days prior to completion of construction and installation of its Cable which contains IRU Fibers. The ATP will be performed on the entire Cable Segment upon completion of construction and installation.

3.0 City shall have the option to have a person or persons present to observe the testing undertaken by TDS as part of the ATP.

**EXHIBIT C**

**FORM OF ACCEPTANCE/REJECTION NOTICE**

**Check one box:**

**Fiber Accepted (fill in acceptance statement below):**

Pursuant to Article 5 of the Fiber Optic Agreement and Grant of IRU between City of Stoughton, Wisconsin (“City”) and TDS Metrocom LLC, (“TDS”) dated \_\_\_\_\_, 2021, delivery of \_\_\_\_\_ (\_\_\_\_) Fibers was made by TDS to City for the Segment(s) described as **Exhibit A-** .

**Fiber Rejected (fill in reason statement below):**

Reason for Rejection:

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

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

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

City of Stoughton, Wisconsin

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

## EXHIBIT D

### MAINTENANCE AND REPAIR PROCEDURES

#### MAINTENANCE AND ESCALATION LIST

Upon TDS's Network Management Center receiving a trouble report from City, TDS will dispatch qualified personnel to the location of the outage within 2 hours. At the same time the call will be escalated to TDS's Field Operations Manager. TDS's Field Operations Manager will respond with on call qualified personnel to isolate the problem. The problem may then be escalated as necessary for notification.

#### City Escalation List:

<u>Name</u>	<u>Title</u>	<u>Phone</u>
Jill Weiss	Utility Director	608-877-7423
Brian Hoops	Asst. Utility Director	608-877-7412

#### TDS Escalation List:

<u>Name</u>	<u>Title</u>	<u>Phone</u>
TDS Network Management Center		888-790-1216

## ROUTINE MAINTENANCE STANDARDS

Maintenance of the fiber plant should be completed on a regular recurring basis and documented. Properly installed fiber plant normally needs minimal routine maintenance. Most hazards to fiber plant are external in nature, such as dig ups, pole hits, gun shots, etc. Most destructive events are detected immediately and corrected with plant restoration. A well implemented maintenance plan will permit correction of marginal plant conditions that might otherwise become restoration events. TDS's Network Management Center should be notified in advance of any scheduled Outside Plant facilities (OSP) maintenance activity reported or planned:

<u>Name</u>	<u>Title</u>	<u>Phone</u>
TDS Network Management Center		888-790-1216

### 1.0 CABLE ROUTE SURVEILLANCE

OSP are periodically inspected by field personnel. During this periodic inspection the Cable route is driven/walked to inspect for discrepancies that may affect cable integrity. Any discrepancies found are documented and forwarded into the Outside Plant Maintenance desk for correction and repair as necessary. The following are some of the OSP items that will be inspected:

- Cable route integrity (e.g.: erosion)
- Condition of poles, pedestals, risers, lashing wire, route markers and signs
- Clearance of aerial facilities
- Construction activity in the area near the cable

### 2.0 PLANT LOCATION REQUESTS

All facilities associated with this agreement are located in Wisconsin which has a statewide "one call" agency for excavators to request and notify utilities of digging in the vicinity of TDS's facilities. TDS will subscribe to these services and follow the guidelines and laws applicable to that state including the marking of their facilities within the required time of receipt of request. TDS will also take action to insure excavator is aware and protect the facility during the excavation as required.

### 3.0 PLANT RELOCATION REQUESTS

Plant relocation requests will be submitted to the manager of field operations to be reviewed for applicable resolution. Requests should be responded to and scheduled as required taking into consideration the scope of work and the urgency of the activity.

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

Approval of the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom

Committee Action: Utilities Committee recommended Common Council approval -0

Fiscal Impact: None

File Number: R--2021

Date Introduced: February 23, 2021

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

**WHEREAS**, Stoughton Utilities maintains 17 remote facilities, including electric substation, water production wells and storage towers, and sanitary sewer treatment facilities and pumping stations, and each of these facilities contain numerous pieces of networked equipment that communicate with our operational control and security systems; and

**WHEREAS**, There exists a need for secure dedicated fiber optic communications between these remote facilities and the Stoughton Utilities Administration Office; and

**WHEREAS**, Stoughton Utilities staff has negotiated an agreement with TDS Metrocom, whereby four secure dedicated and unlit (dark) fiber optic strands will be installed to connect all Stoughton Utilities remote facilities, and provided to Stoughton Utilities for their use under an Indefeasible Right of Use (IRU) agreement; and

**WHEREAS**, on February 15, 2021, the Stoughton Utilities Committee approved and recommended to the Stoughton Common Council the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom; now therefore

**BE IT RESOLVED** by the City of Stoughton Common Council that that the proper city official(s) be hereby directed to enter into an agreement for the Fiber Optic Agreement and Grant of Indefeasible Right of Use (IRU) Between the City of Stoughton and TDS Metrocom.

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

Mayoral Action:  Accept  Veto

\_\_\_\_\_  
Mayor Tim Swadley

\_\_\_\_\_  
Date

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



**Stoughton Utilities**

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

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**Date:** February 11, 2021  
**To:** Stoughton Utilities Committee  
**From:** Brian R. Hoops  
Stoughton Utilities Assistant Director  
Jill M. Weiss, P.E.  
Stoughton Utilities Director  
**Subject:** Stoughton Utilities Round-Up Program

On February 20, 2006, the Stoughton Utilities Committee approved the Round-Up Program to allow our customers to easily support local charities and organizations that benefit the Stoughton community. Under this voluntary opt-in program, enrolled customers agree to “Round-Up” their utilities bill to the next highest dollar amount. Each of the current 330 program participants will contribute an average of \$6.00 per year to the Round-Up program fund, which is awarded by the Stoughton Utilities Committee bi-annually.

On July 14, 2008, the Stoughton Utilities Committee established the following qualifying criteria: Qualifying applicants include individuals providing community service, community service organizations, organizations providing disaster relief, educational organizations, organizations providing service to youth, and advocates for the environment. Such applicants must apply or reapply annually in writing, and applicants may only be eligible as a recipient once each calendar year.

Qualifying applicants for funds collected during the 2020 calendar year are as follows:

Dane County Humane Society	Dementia Friendly Stoughton	Eyes of Hope, Stoughton Inc. *
FolksWagons, Inc. *	Friends of Great Scouts Stoughton - FRoGSS	Friends of the Stoughton Area Youth Center *
Neighborhood Free Clinic *	PEPartnership - Personal Essentials Pantry *	Pumpkin Patch Preschool
Society of St. Vincent de Paul – St. Ann Conference *	St. Vincent de Paul	Stoughton Community Foundation
Stoughton Parks & Recreation	Stoughton Senior Center	Stoughton United Methodist Food Pantry *
Stoughton Village Players	Stoughton Yoga	Stoughton Youth Hockey Association

\* indicates recipient of Round-Up funds in a prior funding year

At the start of each Round-Up program year, Stoughton Utilities staff distributes organization application forms to qualifying applicants from the prior program year, past funding recipients, and other potentially qualifying non-profit organizations that have not previously applied for program funding. Staff sent program application forms to a total of 37 organizations for the 2020 program year and received 19 completed applications back.

Enclosed is a list of all recipients that have received funding from the Stoughton Utilities Round-Up Program since the creation of the program in 2006. Also enclosed are the application forms received from all qualifying applicants for the 2020 funding year.

It is requested that the Stoughton Utilities Committee donate \$1,000 from the 2020 SU Round-Up Program fund to the applicant of your choice at the February 15, 2021 meeting.

## Past recipients of Round-Up Program Funds:

June 18, 2007	Friends of the Stoughton Area Youth Center	\$1,000
December 14, 2007	Friends of the Stoughton Area Youth Center	\$550
January 14, 2008	Shalom Holistic Health Services	\$550
June 16, 2008	American Legion Post 59	\$1,100
December 15, 2008	Stoughton Wellness Coalition	\$1,100
July 20, 2009	Martin Luther Christian School	\$1,100
February 15, 2010	Friends of the Stoughton Area Youth Center	\$1,100
June 15, 2010	Stoughton Lions and Lionesses Clubs	\$1,100
December 20, 2010	Stoughton Wellness Coalition	\$550
	Stoughton Holiday Fund	\$550
June 20, 2011	American Cancer Society Relay for Life	\$600
	Friends of the Stoughton Public Library	\$600
	American Legion Post 59	\$600
January 16, 2012	Stoughton Holiday Fund	\$1,500
July 16, 2012	Stoughton Area Resource Team, Inc. (START)	\$1,100
January 14, 2013	American Legion Post 59	\$1,100
July 15, 2013	Friends of the Stoughton Public Library	\$1,100
January 21, 2014	Stoughton United Ministries	\$1,100
June 16, 2014	Stoughton Area Resource Team, Inc. (START)	\$900
January 20, 2015	Folks Wagons, Inc.	\$1,200
July 7, 2015	PEPartnership – Personal Essential Pantry	\$1,000
January 19, 2016	River Bluff Middle School – Trees for Tomorrow	\$1,000
July 18, 2016	Stoughton Area Resource Team, Inc. (START)	\$1,000
January 17, 2017	PEPartnership – Personal Essential Pantry	\$1,000
July 17, 2017	Friends of Lake Kegonsa Society (FOLKS)	\$1,000
January 16, 2018	Eyes of Hope Stoughton, Inc.	\$1,000
July 16, 2018	Free Health Clinic	\$1,000
January 14, 2019	Stoughton Police Department Safety Camp	\$500
	Stoughton United Methodist Food Pantry	\$500
July 18, 2019	Society of St. Vincent de Paul – St. Ann	\$1,000
January 30, 2020	Housing Advocacy Team of Stoughton	\$1,000
July 20, 2020	Stoughton Area Resource Team, Inc. (START)	\$1,000
	<b>Total:</b>	<b>\$29,500</b>



**Dane County Humane Society**

**Ash Collins**

Donor Relations Specialist

acollins@giveshelter.org  
(608) 838-0413 x 167

5132 Voges Road  
Madison, WI 53718  
giveshelter.org



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**Application for Funds from RoundUP Program Donation**

Organization Name: Dane County Humane Society Phone #: 608-838-0413

Organization Address: 5132 Voges Rd, Madison WI 53718

Name of Individual Submitting Application: Ash Collins

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? Funds donated to Dane County Humane Society (DCHS)  
will provide compassion and care to over 9,000 companion animals,  
livestock & wildlife in need each year.

What are the benefits to the Stoughton Community? DCHS is the animal welfare  
organization that serves the Stoughton community.

What other information would you like to share? Learn more about DCHS at  
[giveshelter.org](http://giveshelter.org)

Applicant Signature:  Date: 1/28/2020

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### Application for Funds from RoundUP Program Donation

Organization Name: Dementia Friendly Stoughton Phone #: (608) 873-2316

Organization Address: c/o Stoughton Hospital Coalition

Name of Individual Submitting Application: Heather Kleinbrook

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? Funds will be directly utilized for memory café programming. This group meets monthly & holds social & engaging programs for those in the community with dementia & their care partners. Funds include: refreshments, craft items, speakers, musicians, etc.

What are the benefits to the Stoughton Community? Individuals with dementia and their carepartners are able to participate in free programming on a monthly basis. This experience allows for socialization & networking among people struggling with dementia. This allows for direct support to those in the community struggling with dementia & their care partners.

What other information would you like to share? Thank you so much for considering us for this generous funding.

Applicant Signature: H Kleinbrook Date: 01/20/2020

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Application for Funds from RoundUP Program Donation**

Organization Name: Eyes of Hope, Stoughton, Inc. Phone #: 815-298-1567

Organization Address: PO Box 91

Name of Individual Submitting Application: Laura Roeven

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? The monies will be used to help cover insurance for our volunteers who serve Girl2Girl. We go on college visits, doctor's visits & general ways of helping connect teen youth with opportunity.

What are the benefits to the Stoughton Community? We support teens connect with community and opportunities to widen student & community connections. Girl2Girl meets every Monday to support teens & discuss how to show up in healthy ways in relationships and the world. 5 mentors to

What other information would you like to share? 10 kids. Girl2Girl has assisted in helping over 50 kids reach their next steps beyond high school over the last 11 years.

Applicant Signature: Laura Roeven Date: 3-6-20

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### Application for Funds from RoundUP Program Donation

Organization Name: FOLKS WAGONS, INC Phone #: 608-576-7003

Organization Address: 1567 WILLIAMS DR STOUGHTON, WI 53589

Name of Individual Submitting Application: BRENDA + JEFFREY ZARTH

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? FOLKS WAGONS DONATES CARS AND CAR MAINTENANCE AND REPAIRS TO THOSE IN NEED IN THE STOUGHTON SCHOOL DISTRICT. WE RECEIVE REFERRALS FROM STOUGHTON AREA RESOURCE TEAM, SENIORS IN NEED, ST VINCENT DE PAUL, CHURCHES, STOUGHTON POLICE.

What are the benefits to the Stoughton Community? WE PROVIDE SERVICES TO HELP THOSE IN NEED IN THE STOUGHTON COMMUNITY HAVE SAFE TRANSPORTATION TO WORK, SCHOOL, AND DOCTOR APPOINTMENTS. WE PROVIDE A SERVICE THAT NO ONE ELSE IS DOING IN STOUGHTON.

What other information would you like to share? WE HAVE GIVEN AWAY A TOTAL OF 73 CARS SINCE STARTING FOLKS WAGONS, INC SOME(2)S IN 2000

Applicant Signature: Brenda Dott Zarth Date: 2/4/2020

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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### Application for Funds from RoundUP Program Donation

Friends of Great Scouts - Stoughton

Organization Name: FROGSS Phone #: 1008 212 6707

Organization Address: P.O. Box 35, Stoughton, WI 53589

Name of Individual Submitting Application: Susan Sylvester

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? FROGSS raises funds to provide "camperships" and "scholarships" to all Stoughton Community Girl Scouts. We provide every girl scout who applies to Girl Scout Summer Camp a "campership". We provide one graduating senior from high school a college scholarship. We have done this for 5 years!

What are the benefits to the Stoughton Community? We believe Girl Scouts provide a safe place for girls to develop leadership skills and develop emotionally, socially and educationally. We believe going to Girl Scout summer camp keeps girls in scouts longer and the college scholarship keeps older girls in scouting all through high school. We are the only Community doing this for their girls. We had to form FROGSS so we could fund raise beyond what Girl Scout Council authorizes.

What other information would you like to share? We have provided \$250 in college scholarship each year and at least \$2,500 in camperships to Stoughton Girl Scout

Applicant Signature: Susan Sylvester

Date: 2/23/2020

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

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



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### Application for Funds from RoundUP Program Donation

Friends of Great Scouts Stoughton

Organization Name: FROGSS Phone #: 608 212-6707

Organization Address: P.O. Box 35, Stoughton, WI 53589

Name of Individual Submitting Application: Susan Sylvester

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

**How will the funds be used?**

To send Stoughton community Girl Scouts to summer camp, to purchase lifetime Girl Scout memberships for all girl scout graduating high school seniors and to provide a college scholarship to one high school senior.

**What are the benefits to the Stoughton Community?**

To keep girls in Girl Scouts until they graduate from high school. To give girls self confidence and leadership skills to be successful adults.

**What other information would you like to share?**

We have been doing this for 4 years. Our fund raising activities due to COVID-19 were all cancelled in 2020 so we need other sources to be able to support this valuable cause.

Applicant Signature: Susan L Sylvester Date: December 8, 2020

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## Application for Funds from RoundUP Program Donation

**Organization Name:** Friends of the Stoughton Area Youth Center  
**Phone #:** (608) 438-3620 – Donna Olson  
**Organization Address:** % Bob Mc Geever, Treasurer  
309 W Randolph St., Stoughton WI 53589

**Name of Individual Submitting Application:** Donna Olson,  
Secretary, FSAYC

**Are you a non-profit** Yes

**Type of Request:** Group

### How will the funds be used?

Each year the Stoughton Area Youth Center hosts a holiday party for participants of the youth center. Youth Center Director Hoyte distributes a \$10 gift certificate to each student that allows them to obtain a snack or quick meal at their favorite location before or after school. In the past Fosdal's Bakery has matched the amount of gift certificates purchased from them dollar for dollar enabling the purchase of even more gift certificates for the youth center. The students greatly appreciate these gift certificates to use over the holiday break or when school commences in January.

---

### What are the benefits to the Stoughton Community?

With the unprecedented closure of schools nationwide this spring, it will be even more important than ever to provide some normalcy or consistency to students. We feel that this holiday celebration will take on even more importance this fall. These gift certificates are only a small, but important part of what will need to be done to bring normalcy to our students and community.

**What other information would you like to share?**

The youth center continues to provide that "safe place" for kids after school just like it did when it first opened in Stoughton in 1993. Through very generous community support, the youth center moved from a small space in the Utilities building to a large three-story building on East Main Street in 2006. Over \$500,000 was raised and an old tobacco warehouse was converted into a wonderful youth center. As time has gone by, we started looking at necessary updates. Again, with the help of community partners, some of those updates are underway.

Over 50 students utilize the youth center each day. Some students come on a regular basis while some come more sporadically or for special events. We are asking for \$1,000 so that we can be sure to gift each participant with a gift certificate and host a holiday gathering for all.

Thank you so much for thinking of our students. This is truly an area where a small gesture goes a very long way. Many things have changed and will be different as we move forward from COVID 19, please help us ensure that the youth center can continue to provide one of the "good things" that students can count on.

Applicant Signature: R. J. McSeaver Date: March 23 2020  
Applicant Signature: Janice Olson Date: March 23, 2020



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### Application for Funds from RoundUP Program Donation

Organization Name: Shalom Holistic Health Services, Inc. Phone #: 608-205-0505  
DBA: Neighborhood Free Clinic  
Organization Address: \_\_\_\_\_

Name of Individual Submitting Application: Amy Hermes, VP

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? The Neighborhood Free Health Clinic is a non profit organization. We provide Clinic services to adults with incomes that are less than 225% of poverty level. The funds would help our doors remain open, provide a gap coverage for those uninsured, and assist us with our new dental services

What are the benefits to the Stoughton Community? The Neighborhood Free Health Clinic is able to provide quality health care by offering primary health, wellness, prevention, and treatment services to adults living in Stoughton (and surrounding communities) that have no health insurance. In addition to clinic providers, we also have a core group of dedicated outreach volunteers.

What other information would you like to share? As mentioned above, we will soon be offering a pediatric dental program. This with focus on education and prevention.

Applicant Signature: Amy Hermes  
Applicant Signature: [Signature]

Date: 2/27/2020  
Date: 2/27/2020

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### Application for Funds from RoundUP Program Donation

Organization Name: Peopartnership Phone #: 608-576-5657

Organization Address: 343 E. Main St. Stoughton WI 53589

Name of Individual Submitting Application: Pam Schuch

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? Stoughton Personal Essentials Pantry offers the essentials of personal + household products to all people in need. Pep compliments local food pantries + foodshare programs by providing essential items not covered with food stamps. PEP recently added a voucher system to our program.

What are the benefits to the Stoughton Community? PEP Stoughton directly impacts the community by providing for basic human needs. It is the only place to receive items like toilet paper, deodorant, soap, laundry detergent etc. free of charge. The number of people below the poverty level continues to increase in Stoughton as does the number of households PEP serves.

What other information would you like to share? PEP is run completely by volunteers and operates solely on grants + community donations.

Applicant Signature: Pamela Schuch Date: 3/4/20

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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STOUGHTON

## Application for Funds from RoundUP Program Donation

Organization Name: Pumpkin Patch Preschool Phone #: 608-873-3380

Organization Address: 1940 Jackson St Stoughton, WI 53589

Name of Individual Submitting Application: Amanda Potrtatz

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

### How will the funds be used?

The funds awarded to Pumpkin Patch Preschool will go toward the purchase of smart televisions for each 4K classroom. To better serve our community, the Stoughton Area School District (SASD) will be instituting a new early literacy curriculum, the Sondag System Let's Play Learn program, to connect the science of reading to educational practice by providing an interactive reading and school readiness program to teach and strengthen foundational reading skills through responsive intervention models. Smart TVs will be used by educators to provide a multi-sensory companion to the current district curriculum. This will involve whole-class and small-group learning opportunities to advance foundational reading skills and school readiness.

### What are the benefits to the Stoughton Community?

The purpose of Pumpkin Patch Preschool is to provide an engaging environment for discovery through learning by offering a holistic approach to the development of each of our students. Since the 2013 expansion of Wisconsin's literacy screening program to 4-year-old Kindergarten (4K), the Stoughton Area School District has found that students who attended 4K scored significantly higher in the following year's fall assessment. Nearly 8% of Stoughton's population are under the age of 5 and it is essential for all families in Stoughton to have access to high-quality early education so every child can begin a lifetime of learning on equal footing. The incorporation of smart televisions to Pumpkin Patch classrooms will provide experiential learning for each individual.

### What other information would you like to share?

The Phonological Awareness Literacy Screening (PALS) tool set forth by the Wisconsin Department of Education will be used by SASD to measure the success of the program. The Sondag System Lets Play Learn will target pre-reading skills that are included in the PALS assessments such as name writing, alphabet knowledge, sound awareness, rhyme awareness and print and word awareness.

Applicant Signature: 

Date: 5/6/2020

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

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



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**Application for Funds from RoundUP Program Donation**

Organization Name: Society of St. Vincent de Paul Phone #: 608 873-7633

Organization Address: St. Ann Conference 323 N. Van Buren, Stoughton, WI

Name of Individual Submitting Application: Mary Severson (cell 608 695-2902) 53589

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? All of our funds are used to  
directly assist our clients with bills such as  
rent and utilities.

What are the benefits to the Stoughton Community? We serve those in need  
in the Stoughton Area School district, and by  
helping people in need we help them to continue  
to be active in our community. Often they need  
just a little help to get through a rough time. By  
helping our neighbors in need we strengthen our community.

What other information would you like to share? We never discriminate  
and help anyone. We do limit our aid to once  
a year per household and the amount we give  
depends on funds available

Applicant Signature: Mary Severson

Date: 3/22/2020

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

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

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### Application for Funds from RoundUP Program Donation

Organization Name: St. Vincent de Paul Phone #: 608-442-7200

Organization Address: PO Box 259686, Madison WI 53725

Name of Individual Submitting Application: Nancy Hennis

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? St. Vincent de Paul provides assistance to people coping with poverty through programs to feed, heal, house + clothe individuals throughout Dane County.

What are the benefits to the Stoughton Community? People coping with poverty can get food at our food pantry, Dane County's largest; free medications through our free pharmacy, housing for women and children and housing for men.

What other information would you like to share? \_\_\_\_\_

Applicant Signature: Nancy Hennis  
Applicant Signature: \_\_\_\_\_

Date: 1/24/2020  
Date: \_\_\_\_\_



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**Application for Funds from RoundUP Program Donation**

Organization Name: Stoughton Community Foundation Phone #: \_\_\_\_\_

Organization Address: P.O. Box 84

Name of Individual Submitting Application: Cindy Mc-Lynn

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used?  
It will assist the Foundation support local groups/organizations who are operating services/programs for at need members from the Stoughton Community.

What are the benefits to the Stoughton Community?  
they help many different groups serve the most at need.

What other information would you like to share?  
We help all different ages.

Applicant Signature: Cindy Mc-Lynn Date: 1/29/20  
Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Application for Funds from RoundUP Program Donation**

Organization Name: CITY OF STOUGHTON PARKS & REC Phone #: 608-873-8746

Organization Address: 207 S FOREST ST, STOUGHTON, WI 53589

Name of Individual Submitting Application: DAW GLYNN

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? WILL BE USED FOR PARK IMPROVEMENT PROJECTS AT NORDIC RIDGE PARK.

What are the benefits to the Stoughton Community? NORDIC RIDGE PARK IS A PUBLIC PARK IN STOUGHTON. THE PARK INCLUDES A SPORT FIELD, SPLASH PAD, AND SHELTER.

What other information would you like to share? \_\_\_\_\_

Applicant Signature: *Daw Lynn*

Date: 1/27/2020

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

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



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### Application for Funds from RoundUP Program Donation

Organization Name: Stoughton Senior Center Phone #: 873-8585

Organization Address: 248 W. Main St.

Name of Individual Submitting Application: Cindy McGlynn

Are you a non-profit organization? Yes \_\_\_\_\_ No X

Type of Request: Personal \_\_\_\_\_ Group X Community \_\_\_\_\_

How will the funds be used? Supporting activities and programming here at the senior center

What are the benefits to the Stoughton Community? Our Mission:  
We are dedicated to the enrichment of the lives of older adults and their families by providing diverse programs social services and volunteer opportunities.

What other information would you like to share? \_\_\_\_\_

Applicant Signature: Cindy McGlynn

Date: 1/28/20

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

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

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## Application for Funds from RoundUP Program Donation

Organization Name: Stoughton United Methodist Food Pantry Phone #: 608-873-3273Organization Address: 525 Lincoln Ave. Stoughton, WI 53589Name of Individual Submitting Application: Jeanne A. Schwass-LongAre you a non-profit organization? Yes  No Type of Request: Personal  Group  Community 

How will the funds be used?

Our focus is to distribute healthy foods for our clients. The funds will be used to purchase food items through Second Harvest Food Bank-Madison. Many items including meat are 18¢/lb. others are at wholesale cost, with many, i.e. bread, bakery, produce and fruit are free. Items we can't get through Second Harvest are purchased locally.

What are the benefits to the Stoughton Community?

Those experiencing "food insecurity" in the Stoughton area are welcome at our food pantry. There is no financial requirement to participate, just ID's and proof of address for each participant. Free rides are provided to those in need on Tuesdays. We started evening hours - 5:00-7:00 pm Tuesdays last September. Participation has grown over time for those working during daytime hours.

What other information would you like to share?

We provided food for 1,074 households in 2019, serving 2,638 individuals. 11 Holiday Food Baskets were distributed to those in need.

Applicant Signature:

Jeanne A. Schwass-Long

Date:

Jan. 27, 2020

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

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

JAN 31 2020

RECEIVED  
STOUGHTON, WI



**Stoughton Utilities**

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### Application for Funds from RoundUP Program Donation

Organization Name: Stoughton Village Players Phone #: 608-873-7455

Organization Address: \_\_\_\_\_

Name of Individual Submitting Application: Kathy Horton

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

How will the funds be used? We are widening the men's bathroom doorway + putting in new fixtures to accommodate wheelchair bound patrons.

What are the benefits to the Stoughton Community? More physically challenged male community members will be able to enjoy live theater

What other information would you like to share? We are an all volunteer group.

Applicant Signature: Kathy Horton Date: 1-28-2020

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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### Application for Funds from RoundUP Program Donation

Organization Name: Stoughton Yoga Phone #: 572-3555 (leave message)

Organization Address: 123 E. Main St. Stoughton, WI

Name of Individual Submitting Application: Marlene Widra, COO and Founder

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

**How will the funds be used?**

We are planning an expansion of our services in a new building on Silverado Drive and we are in need of funding to help defray the cost of some of the build out that the landlord is not covering, specifically the special underlayment ("Dricore") for the floor that is needed for a yoga studio (on concrete slab). The total anticipated cost of the underlayment for our new space is \$1500.

**What are the benefits to the Stoughton Community?** \_\_\_\_\_

Yoga is a wellness tool for both body and mental health. We believe that everyone in our community can have access to this tool. Our yoga classes at our studio are about half the cost of most studios. We also offer Pay What You Can yoga classes at our studio and free classes at community locations such as the hospital and the library. We offer yoga scholarships for those with financial need. We also offer adaptive yoga for those with physical limitations such as MS and arthritis. [www.stoughtonyoga.org](http://www.stoughtonyoga.org)

**What other information would you like to share?**

Our organization was on pretty solid footing and prepared for anticipated costs of moving and expanding, but the closure due to the coronavirus pandemic has set us back a bit. We are fortunate that 60% of our income comes from donations, but the loss of the 40% earned income is still a challenge.

Applicant Signature: Marlene Widra Date: 3/24/20

Applicant Signature: Marlene Widra Date: 3/24/20



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## Application for Funds from RoundUP Program Donation

Organization Name: Stoughton Youth Hockey Association Phone #: 608-516-4383

Organization Address: PO Box 351, Stoughton, WI 53589 400 Mandt Pkwy, Stoughton

Name of Individual Submitting Application: Jon Gould (Board Member - Fundraising)

Are you a non-profit organization? Yes  No

Type of Request: Personal  Group  Community

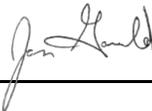
How will the funds be used? With Covid we're unable to run typical events and activities that raise funds for the club. This includes tournaments, concessions and other in person events.

As a result we're hoping to make efforts in the community to help cover expenses for practices, games and other administrative costs through donations, corporate sponsors, etc. We also plan to hold a virtual raffle/auction with local gift cards and products purchased with some of the donations to raise additional funds.

What are the benefits to the Stoughton Community? \_\_\_\_\_

Hockey is a great winter activity for our youth and we've been doing our best to manage and keep the kids active during this difficult environment.

What other information would you like to share? Thank you for your consideration!

Applicant Signature: 

Date: 11/30/2020

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

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



**Stoughton Utilities**

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

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**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

**Subject:** Approval of the Common Facilities Agreement Between the City of Stoughton and American Transmission Company LLC

The Stoughton Electric Utility shares common facilities with American Transmission Company LLC (ATCLLC) at our East Substation and West Substation. ATCLLC owns and maintains electrical transmission equipment installed inside our fence to provide transmission line switching of its circuits, providing resiliency and redundancy.

The Common Facilities Agreement specifies a method of requesting, performing, and compensating for improvements and replacements of common facilities at joint use substations. The currently active version of the agreement was entered into between the City of Stoughton Utilities and ATCLLC on December 12, 2007. ATCLLC has requested the agreement be reviewed and revised; Stoughton Utilities staff has reviewed the requested revisions and found them to be minor and posing no concerns.

We are requesting that the Stoughton Utilities Committee review and approve the Common Facilities Agreement between the City of Stoughton and American Transmission Company LLC, and authorize the execution of the revised agreement.

## COMMON FACILITIES AGREEMENT

THIS COMMON FACILITIES AGREEMENT ("Agreement") is entered into as of December 12, 2007 by and between, the City of Stoughton, Wisconsin, acting by and through its Utility Committee ("Distribution Utility") and American Transmission Company LLC ("ATCLLC"), a Wisconsin limited liability company (collectively, the "Parties"). Distribution Utility and ATCLLC are referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Distribution Utility and ATCLLC each own "joint use" substations that contain facilities owned by both Parties, including facilities that are used and useful to both Parties (as defined below); and

WHEREAS, the Parties desire to establish in this Agreement the allocation of cost responsibility for the operation and maintenance of Common Facilities at joint use substations; and

WHEREAS, the Parties desire to provide in this Agreement for a method of requesting, performing and compensating for improvements and replacements of Common Facilities at joint use substations.

NOW, THEREFORE, in consideration of promises and mutual obligations set forth in this Agreement the Parties hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions, Generally

Unless defined in this Agreement, the definition of each capitalized term used in this Agreement shall be the same as the definition for that term set forth in the Operating Agreement of ATCLLC, or the Asset Contribution Agreements between ATCLLC and Distribution Utility.

## 1.2 **Special Definitions**

The following defined terms used in this Agreement shall be defined as set forth below:

### 1.2.1 **Assignable Facilities**

"Assignable Facilities" are those facilities at a Joint Use Substation that belong to and serve a single owner and are not Common Facilities and are used and useful to such single owner.

### 1.2.2 **Common Facilities**

"Common Facilities" are those facilities at a Joint Use Substation that are used and useful to both Parties. Common Facilities include, but are not limited to batteries, structures that house equipment, ground grids, fences, gravel areas, parking areas, landscaping, access roads, yard lighting, shielding, and screening. Common Facilities do not include land, land rights or Assignable Facilities, excluding those Common Facilities deemed to be of De minimis Use.

### 1.2.3 **Common Facilities Owner**

"Common Facilities Owner" means, unless otherwise agreed to in writing by the Parties, the Party that owns the greater value (based on original installed cost) of Assignable Facilities at the Joint Use Substation as of the date Distribution Utility transferred its Transmission. Facilities to ATCLLC, or the date the substation became a

Joint Use Substation (whether by designation or completion of construction), whichever date is later.

#### 1.2.4 **Costs**

"Costs" means all direct and indirect costs incurred by a Party. Direct and indirect costs include but are not limited to labor costs with overheads which shall include labor costs for tasks such as recording costs and invoicing; the actual cost of materials and supplies; return of and on the cost of property employed; and payments to contractors (without additional charges or markups), plus all overheads directly associated with any and all of these costs. Distribution Utility's Costs shall be calculated using the rates and charges set forth on Schedule 1. The rates and charges set forth on Schedule 1, Section A shall apply to those instances when Distribution Utility is performing work on Distribution Facilities or other assets owned by Distribution Utility, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. The rates and charges set forth on Schedule 1, Section B shall apply in those instances in which Distribution Utility is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. ATCLLC's Costs shall be determined using the rates and charges set forth on Schedule 2, Section A or Section B. The rates and charges set forth on Schedule 2, Section A shall apply to those instances when ATCLLC is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which Distribution Utility is responsible to make payment to ATCLLC. The rates and charges set forth on Schedule 2, Section B shall apply in those instances in which ATCLLC is performing work on Distribution Facilities or other assets owned by Distribution Utility, for which Distribution Utility is responsible to make

payment to ATCLLC. The rates and charges set forth on Schedule 1 may be changed from time to time by the Distribution Utility and the rates and charges set forth on Schedule 2 may be changed from time to time by ATCLLC; however, any such changes must be communicated to the other Party in writing within fourteen (14) days of such change or within the next billing cycle of such change. If the rates and charges are changed, then the Party making such change shall provide a revised Schedule to the other Party reflecting such change prior to such rates and charges becoming effective for any work under this Agreement.

#### **1.2.5 De minimis Use**

"De minimis Use" shall describe the situation where the used and useful benefit of a Common Facilities Owner's asset is of minimal or insignificant value or benefit to a Joint Use Substation Tenant and therefore does not warrant proportionate cost allocation by the Common Facilities Owner. Examples may include, but are not limited to, spare fuse storage in a control house, a control wire in a trench, conduit, and/or cable tray or the presence of metering for balancing authority or revenue collection purposes.

#### **1.2.6 Distribution Facilities**

"Distribution Facilities" shall mean those Assignable Facilities owned by Distribution Utility that are used for the distribution of electricity at nominal voltages that are lower than 50 kV, except that Distribution Facilities shall include transformation equipment that receives energy at voltages above 50 kV and transforms the voltage at which the energy is received to a voltage below 50 kV.

#### **1.2.7 Good Utility Practice**

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant

time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition and which reflect and are consistent with the mandatory reliability standards of the North American Reliability Corporation (NERC) or and Regional Entities authorized by NERC to establish and enforce reliability standards applicable to each Party. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region and which are acceptable under the mandatory reliability standards of NERC or any Regional Entity having delegated responsibility for the facilities subject to this Agreement.

#### 1.2.8 Joint Use Substation

"Joint Use Substation" means a substation at which Assignable Facilities are owned and operated by each Party. The Joint Use Substations covered by this Agreement will be documented in a list that will be maintained and shared by and between the Parties, and may be amended by mutual agreement of the Parties. A list of Joint Use Substations shall not be considered exhibits or amendments to this Agreement and shall not be filed with regulatory agencies, specifically including but not limited to, FERC, the Public Service Commission of Wisconsin or the Michigan Public Service Commission.

~~are listed in Schedule 3, which schedule may be amended from time to time by mutual agreement to reflect new Joint Use Substations and changes in designations of existing Joint Use Substations.~~

#### 1.2.9 Joint Use Substation Tenant

"Joint Use Substation Tenant" means an entity who is not the Common Facilities Owner. There may be more than one Joint Use Substation Tenant associated with a Joint

Use Substation.

#### **1.2.10 Joint Use Substation Tenant's Allocable Share**

The Initial "Joint Use Substation Tenant's Allocable Share" shall be the percentage derived by dividing the Joint Use Substation Tenant's total Assignable Facilities value (at original cost) by the total value (at original cost) of all Assignable Facilities at each substation determined using the original costs as of June 30, 2006. Thereafter, any changes to the Joint Use Tenant's Allocable Share shall be determined in accordance with Article 4.

#### **1.2.11 Net Book Investment Value**

"Net Book Investment Value" means original cost less accumulated book depreciation.

#### **1.2.12 Return On and Of Billing**

"Return On and Of Billing" means an annual billing of a Joint Use Substation Tenant by the Common Facilities Owner pursuant to Article 4 of this Agreement of the following amounts:

(a) "Return on investment" shall be calculated as follows: by multiplying the total Net Book Investment Value of the Common Facilities times the overall pre-tax rate of return allowed the Common Facilities Owner by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent rate order times the Joint Use Substation Tenant's Allocable Share; and

(b) "Return of investment" shall be calculated as follows: by using the depreciation rate most recently established for the Common Facilities by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent depreciation order, determine the annual depreciation of the Common Facilities,

then multiply by the Joint Use Substation Tenant's Allocable Share.

#### **1.2.13 Service**

"Service" means operation and maintenance of Common Facilities performed by the Common Facilities Owner under Article 4 of this Agreement and Common Facilities improvements and expansions performed by the Common Facilities Owner under Article 5 of this Agreement.

#### **1.2.14 Transmission Facilities**

"Transmission Facilities" shall mean those Assignable Facilities owned by ATCLLC and used by it for (i) the transmission of electric energy at voltages that are 50 kV and higher (but does not include transformation equipment otherwise defined as Distribution Facilities if the function is to transform the voltage to a voltage less than 50 kV) or (ii) the transmission of electricity regardless of the nominal voltage at which such facility is designed to operate or does operate, if the facilities are designated by the Public Service Commission of Wisconsin as transmission facilities.

#### **1.2.15 Transmission System**

"Transmission System" shall mean the system of facilities for the transmission of electric energy that is owned by ATCLLC.

### **ARTICLE 2**

#### **TERM**

This Agreement shall be effective from the date hereof ("Effective Date") and shall continue in effect until terminated upon not less than one (1) year's written notice by one Party to the other; provided, however, that the provisions of this Agreement shall survive termination as to any Services being performed through and including the effective date of termination, and that the respective parties shall agree to work

collaboratively and cooperatively to address any forward looking operational and/or ownership issues.

### ARTICLE 3

#### **REQUIRED REGULATORY APPROVALS AND REPORTING**

The effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties of all permits, regulatory authorizations and regulatory approvals that are required in order for the Parties to enter into and perform their obligations under this Agreement in a form acceptable in the reasonable judgment of the Party affected thereby.

### ARTICLE 4

#### **OPERATION AND MAINTENANCE**

##### **4.1 Assignable Facilities**

Each Party is responsible for the operation and maintenance of its Assignable Facilities at its sole cost.

##### **4.2 Common Facilities**

The Common Facilities Owner shall perform or have performed all operation and maintenance of Common Facilities as required by and in accordance with Good Utility Practice and any applicable mandatory reliability standards. At the end of each year, the Common Facilities Owner shall calculate and bill each Joint Use Substation Tenant, and each Joint Use Substation Tenant shall pay the Common Facilities Owner, the Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of operating and maintaining Common Facilities. The amount to be billed by the Common Facilities Owner shall be determined by multiplying the Joint Use Tenant's Allocable Share times the Costs associated with operating and maintaining the Common Facilities at each Joint Use Substation.

##### **4.3 Annual Redetermination of Joint Use Tenant's Allocable Share and**

### **Return Of and On Billing Amounts.**

Beginning the year after the initial year of this Agreement, the Parties shall exchange accounting information necessary to determine the Joint Use Tenant's Allocable Share in the manner provided for in Section 1.2.10 based on the values as of June 30 of such year. Thereafter, by August 15 the Parties shall agree upon the Joint Use Substation Tenant's Allocable Share. The Joint Use Substation Tenant's Allocable Share shall be applicable to all billings made beginning on or after January 1 of the succeeding year. The Return Of and Return On Billing calculations set forth in Section 1.2.12 shall be adjusted accordingly using values determined as of June 30 of each year and such adjusted Return Of and Return On Billing calculations shall be applicable to all billings made beginning on or after January 1st of the succeeding year.

## ARTICLE 5

### **COMMON FACILITIES IMPROVEMENTS, REPLACEMENTS AND SERVICES**

#### **5.1 Common Facilities Improvements**

When existing Common Facilities must be improved or replaced by reason of degradation or failure due to use over time, or the Parties mutually agree upon an improvement or replacement of Common Facilities, the Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The functionality of the improved or replaced Common Facilities shall be equal to or greater than their original functionality unless the Common Facilities Owner and Joint Use Substation Tenants agree otherwise. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any applicable mandatory reliability standards and will own the

improved or replaced Common Facilities when they are completed. Each Joint Use Substation Tenant shall pay its Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through the Return On and Of Billing.

### **5.2 Common Facilities Improvements or Replacements Initiated by the Common Facilities Owner**

If the Common Facilities Owner determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, it shall provide reasonable notice to the Joint Use Substation Tenants of that Joint Use Substation. The Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any mandatory reliability standards and will own the improved or replaced Common Facilities when they are completed. Each Joint Use Substation Tenant shall pay its Joint Use Substation Tenant Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through Return On and Of Billing.

### **5.3 Common Facilities Improvements or Replacements Initiated by a Joint Use Substation Tenant**

If a Joint Use Substation Tenant determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, the Joint Use Substation Tenant may request the Common Facilities Owner to perform the improvement or replacement by entering into a Facilities Construction Agreement

between the Common Facilities Owner and ATCLLC. The Facilities Construction Agreement shall govern the request except as follows:

5.3.1 When a Joint Use Substation Tenant reimburses the Common Facilities Owner for the installation, improvement or replacement of Common Facilities, the value of such Common Facility installation, improvement, or replacement shall be entered on the books of the Common Facilities Owner at zero net book value. The installation, improvement or replacement shall not be reflected in the Common Facilities Owners' Return On and Of Billings.

5.3.2 Any reimbursement shall be made at a time that is mutually agreeable to the Common Facilities Owner and the Joint Use Substation Tenant. Upon receipt of such reimbursement, the Common Facilities Owner shall assume responsibility for any and all of its own tax liabilities resulting from such reimbursement.

## ARTICLE 6

### **RIGHT TO AUDIT AND DISPUTE RESOLUTION**

#### **6.1 Audits**

The Party performing the work (Performing Party) shall maintain and retain for such time as Party requesting the work be performed (Requesting Party) may reasonably direct, but not for longer than seven (7) years, the books and other records needed to document the costs Performing Party incurs as a result of fulfilling its obligations under this Agreement. Performing Party shall respond to any reasonable request from Requesting Party for information related to a Cost charged by Performing Party to Requesting Party by providing Requesting Party the information reasonably needed by Requesting Party to verify the Cost in question. From time to time, Requesting Party may conduct, and Performing Party shall permit Requesting Party to conduct or cause to

be conducted by its authorized agents, at Requesting Party's expense, audits of the books and records of Performing Party that relate to the Services provided under this Agreement. Such audits will be conducted at reasonable mutually agreed upon times, provided that Requesting Party must contest invoices within one (1) year of receipt and must complete any audit relating to a contested invoice within a reasonable period of time thereafter. Any adjustment identified to be made as a result of an audit and that is payable under Schedule 1 or Schedule 2 shall be made to the billing statement next issued following the conclusion of the audit.

## **6.2 Disputes**

Disputes arising out of or relating to this Agreement shall first be discussed by the respective Managers for the Common Facilities Owner and the Joint Use Substation Tenant immediately responsible for the supervision of the departments in which the dispute has arisen. Any dispute that cannot be resolved at that level shall be referred to next level. Any dispute that cannot be resolved within a reasonable period of time after the date of submission of the dispute at the second level shall then be referred to the most senior level of the Common Facilities Owner and the Joint Use Substation Tenant. If a satisfactory resolution is not achieved at that level, the Parties shall submit to non-binding mediation, prior to resorting to other remedies available at law or equity.

## **ARTICLE 7**

### **FORCE MAJEURE**

To the extent performance by either Party to this Agreement is prevented or delayed due to circumstances beyond the reasonable control of the Party (such circumstances shall be hereinafter referred to as events of "Force Majeure"), such Party shall promptly give written notice to the other Party, and shall exercise all commercially

reasonable efforts to overcome the effects of the event of Force Majeure. The written notification shall include a full and complete explanation of the event of Force Majeure, and the actions such Party is taking or proposes to take to overcome the event of Force Majeure. Either Party upon receipt of the written notice called for under this paragraph shall have the right, upon written notice to the affected Party, to obtain alternate contractors to perform any work required under this Agreement during any event of Force Majeure that prevents or delays the other Party's performance for a period of ten (10) consecutive days or more.

## ARTICLE 8

### **LIMITATION OF LIABILITY**

With respect to claims by and between the Parties under this Agreement, the measure of damages at law or in equity in any action or proceeding shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived and neither Party shall be liable in statute, contract, in tort (including negligence), strict liability, warranty or under any other legal theory or otherwise to the other Party, its agents, representatives, and/or assigns, for any special, incidental, punitive, exemplary or consequential loss or damage whatsoever, including but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, loss of use of revenues, or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement, without regard to the cause or causes related thereto, including the negligence of any party. The Parties expressly acknowledge and agree that this limitation shall apply to any claims for indemnification under Article 9 of this Agreement. The

provisions of this Article shall survive the termination or expiration of this Agreement.

## ARTICLE 9

### INDEMNITY

#### 9.1 Indemnification Obligation

Subject to the provisions of Article 8, a Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party"), and its officers, directors, employees, affiliates; managers, members, trustees, shareholders, agents, contractors, subcontractors, affiliates' employees, invitees and successors, from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, losses, judgments, damages and expenses (including the reasonable costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable attorneys' and expert fees and reasonable disbursements in connection therewith) for damage to property, injury to any person or entity, or death of any individual, including the Indemnified Party's employees and affiliates' employees, or any other third parties, to the extent caused wholly or in part by any willful act or omission, or grossly negligent act or omission by the Indemnifying Party or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with the Indemnifying Party's performance or breach of this Agreement, or the exercise by the Indemnifying Party of its rights under this Agreement; provided, however, that the provisions of this Article shall not apply if any such injury, death or damage is held to have been caused by the negligence or intentional wrongdoing of the Indemnified Party, its agents or employees. In furtherance of the foregoing indemnification and not by way of limitation, the Indemnifying Party hereby waives any defense it otherwise might have under

applicable workers' compensation laws. Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement is intended or shall be construed to be a waiver by the City of Stoughton of Wisconsin Statutes §893.80 or any other applicable limits on municipal liability in connection with claims made by third parties.

## **9.2 Indemnification Procedures**

A Party seeking indemnification from the other Party under this Agreement shall give the other Party notice of such claim as soon as practicable but in any event on or before the thirtieth (30th) day after the Party's actual knowledge of such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be, sustained by said Party. To the extent that the other Party will have been actually and materially prejudiced as a result of the failure to provide such notice, such notice will be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Agreement. Neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed. Each Party's indemnification obligation will survive expiration, cancellation or early termination of this Agreement.

## **ARTICLE 10**

### **INSURANCE**

#### **10.1 Insurance Requirements**

The Parties agree to maintain, at their own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to their operations for the life of this Agreement in the manner, and amounts, at a minimum, as set forth below,

- (a) Workers' Compensation Insurance in accordance with all applicable state, federal

and maritime law, including Employer's Liability Insurance in the amount of \$100,000, per accident;

- (b) Commercial General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement, and Personal Injury Coverage in the amount of \$8,000,000, per occurrence for bodily injury and property damage. The Local Distribution Company's policy shall include Transmission Owner and ATC Management Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (c) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with bodily injury limits of no less than \$1,000,000 per person, \$1,000,000 per accident; and property damage limits of no less than \$1,000,000 per accident. The Local Distribution Company's policy shall include Transmission Owner and ATC Management, Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (d) Where a Party has more than \$50 million in assets it may, at its option, self-insure all or part of the insurances required in this Article; provided, however, the self-insuring Party agrees that all other provisions of this Article, including, but not limited to, waiver of subrogation and additional insured status, which will provide or is intended to provide protection for the other Party and its affiliated and associated companies under this Agreement, shall remain enforceable. A Party's election to self-insure shall not impair, limit, or in any manner result in a reduction of rights and/or benefits otherwise available to the other Party and its affiliated and associated companies through formal insurance policies and endorsements as specified in the above parts of this Article. The self-insuring Party agrees that all amounts of self-insurance, retentions and/or deductibles are the responsibility of and shall be borne by the self-insuring Party.

## 10.2 Certification

Within fifteen (15) days of the Effective Date, and thereafter upon request, during the term of this Agreement, (including any extensions), each insuring Party shall provide to the insured Party, properly executed and current certificates of insurance with respect to all

insurance policies required to be maintained by such Party under this Agreement. Certificates of insurance shall provide the following information:

- (a) Name of insurance company, policy number and expiration date;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Party maintaining such policy;
- (c) A statement indicating that the insured Party shall receive at least thirty (30) days prior written notice of cancellation or expiration of a policy, or reduction of liability limits with respect to a policy; and
- (d) A statement identifying and indicating that additional insureds have been named as required by this Agreement.

### **10.3 Copies**

At an insured Party's request, in addition to the foregoing certifications, the insuring Party shall deliver to the insured Party a copy of applicable sections of each insurance policy.

### **10.4 Policy Inspection**

Each insured Party shall have the right to inspect the original policies of insurance applicable to this Agreement at the insuring Party's place of business during regular business hours.

### **10.5 Coverage Period**

If any insurance is written on a "claims made" basis, the insuring Party shall maintain the coverage for a minimum of seven (7) years after the termination of this Agreement.

### **10.6 Waiver of Subrogation**

To the extent permitted by the insurer and commercially reasonable, each insuring Party shall obtain waivers of subrogation in favor of the insured Party from any insurer providing coverage that is required to be maintained under this Article 10, except for the coverage required under Section 10.1(a). A Party shall not be required to obtain a waiver of subrogation if the other Party is not able to obtain a waiver of subrogation from its insurance earner.

## ARTICLE 11

### **SUCCESSORS AND ASSIGNS**

This Agreement and each and every of its covenants, terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Distribution Utility shall not assign its rights or obligations under this Agreement without express written approval of ATCLLC, except it may assign its rights or obligations to a purchaser (or other successor) who will own all or substantially all of its Distribution Facilities and who shall then be bound by all of the provisions of this Agreement. ATCLLC shall not assign its rights or obligations under this Agreement without express written approval of Distribution Utility, except it may assign its rights and obligations to a purchaser (or an affiliate) who will own all or substantially all of its Transmission Facilities or equity interests and who shall then be bound by all of the provisions of this Agreement. No assignment of this Agreement shall be valid unless the Assignee agrees, in writing, to be bound by all the terms, conditions, and limitations of this Agreement.

## ARTICLE 12

### NOTICE

#### **12.1 Written Notice**

All certificates or notices required under this Agreement shall be given in

writing and addressed or delivered to the representative(s) specified in this Agreement.

Notices shall be deemed received (i) upon delivery, when personally delivered; (ii) upon receipt, when sent via registered or certified mail; (iii) the next business day, when sent via overnight courier; and (iv) when sent via facsimile upon confirmation by recipient. Copies of all general correspondence regarding this Agreement shall also be sent to these representative(s).

## 12.2 Representatives to Receive Notice

Notices submitted hereunder shall be directed to the following individuals:

Notices to Distribution Utility:

Attn: ~~Mr. Robert~~  
~~Kardasz~~ Ms. Jill M. Weiss  
City of Stoughton - Utilities  
600 S. Fourth Street  
P.O. Box 383  
Stoughton, WI 53589  
Phone: (608) 873-3379

Notices to ATCLLC:

Attn:  
Vice President, Legal and Secretary  
American Transmission Company, LLC  
~~N19 W23993~~ W234N2000 -Ridgeview  
Parkway West  
P.O. Box 47  
Waukesha, WI 53188-1000

All other communications relating to this Agreement should be submitted to:

Chief Operating Officer  
American Transmission Company, LLC  
~~N19 W23993~~ W234N2000 Ridgeview  
Parkway West  
P.O. Box 47  
Waukesha, WI 53188-1000

## 12.3 Notification Changes

ATCLLC or Distribution Utility may change their respective representative(s)

designated to receive notice hereunder by written notice to the other Party.

## ARTICLE 13

### MISCELLANEOUS

#### 13.1 **Compliance with Laws**

Throughout the term of this Agreement, each Party shall perform its obligations under this Agreement in compliance with all present and future federal, state and local statutes, ordinances, rules and regulations, including, but not limited to those pertaining to human safety, protection of property, non-discrimination, and protection of the environment, including any and all applicable mandatory reliability standards of NERC or the delegated Regional Entity.

#### 13.2 **Entire Agreement**

This Agreement, together with any Exhibits and Schedules attached to this Agreement is the entire understanding of the Parties regarding the subject matter, and supersedes all prior oral or written discussions, negotiations and agreements the Parties may have had with respect to the subject matter.

#### 13.3 **Counterparts**

This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

#### 13.4 **Amendment**

No amendment, modification or waiver of any term hereof shall be effective unless set forth in a writing signed by the Parties.

#### 13.5 **Survival**

All indemnities and confidentiality rights and obligations provided for in this

Agreement shall survive the cancellation, expiration or termination hereof.

### 13.6 **Independent Contractor**

Each Party at all times shall be deemed to be an independent contractor and none of its employees or the employees of its contractors shall be considered to be employees of the other Party during the term of this Agreement. Neither Party shall have authority to act on behalf of the other Party or bind the other Party in any manner except as expressly set forth in this Agreement. The Parties acknowledge that neither this Agreement nor any of its provisions are intended to create any partnership or joint venture between or among the Parties.

### 13.7 **Confidentiality**

(a) "Confidential Information," as used in this Section 13.7, shall mean all information or documentation disclosed or made available by either Party to the other, including but not limited to correspondence between the Parties, business plans, financial information, policies and procedures, computer programs, reports and analyses, or other information which a Party in good faith designates as a "trade secret" as that term is defined in Wis. Stat. § 134.90(1)(c) or which is designated as critical energy infrastructure information as defined in 18 C.F.R. §388.12 or which may be subject to the limitation on disclosure set forth in 18 C.F.R §358.1, *et seq.*

(b) In consideration of the disclosure by one Party of Confidential Information to the other Party, the Parties agree that each of them shall undertake in good faith to accomplish the following additional actions with respect thereto:

- (i) to use the Confidential Information for the sole purpose of fulfilling the obligations of the Parties pursuant to this Agreement;
- (ii) to safeguard and hold in strict confidence all Confidential

Information, limiting disclosure of Confidential Information to employees, contractors or agents of the receiving Party who have a need to know;

(iii) to protect Confidential Information from disclosure to anyone not a party to this Agreement or to whom such disclosure is limited or prohibited without the prior approval of the disclosing Party;

And

(iv) upon the request of the disclosing Party and in any event upon cancellation or expiration of this Agreement, to return all Confidential Information, or to certify that such Confidential Information has been destroyed.

(c) Each Party retains all right, title and interest in and to any Confidential Information disclosed by the Party hereunder.

(e) In the event that either Party is required by applicable law to disclose any Confidential Information of the other Party, such Party shall promptly notify the other Party of such requirement and cooperate with the other Party to protect the Confidential Information from any disclosure not required by law.

(f) The obligations of this Section shall survive for a period of three (3) years following any expiration or termination of this Agreement.

### 13.8 **Standards of Conduct**

If the performance of this Agreement requires ATCLLC to disclose information about the Transmission System to Distribution Utility, the dissemination of which is subject to FERC's Standards of Conduct requirements under 18 C.F.R. Part 358, such information, subject to Section 13.7(e) above, shall not be disclosed by Distribution Utility or ATCLLC to any persons that have not a) completed ATCLLC's Standards of

Conduct training and b) have not signed an affidavit agreeing to be bound by ATCLLC's Compliance Plan and the terms of ATCLLC's Confidential Data Access Agreement. Distribution Utility employees receiving Confidential Information of ATCLLC under this Agreement understand that they are prohibited from being conduits of information to Marketers. Further, should any FERC audit of ATCLLC's compliance with the Standards of Conduct turn up any violations of the Confidential Data Access Agreement on the part of the Distribution Utility (i.e. confidential transmission system information being passed to marketers), the Distribution Utility shall be solely liable for any and all penalties imposed by the FERC monetary and otherwise, for those violations attributed to the Distribution Utility by the FERC.

#### **13.9 No Implied Waivers**

The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assist or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

#### **13.10 No Third-Party Beneficiaries**

This Agreement is intended to be solely for the benefit of the Parties to this Agreement and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a signatory hereto.

#### **13.11 Severability**

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severable from this Agreement unless the removal of the unenforceable

provision materially alters the obligations of any Party hereunder. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in this Agreement, but the Parties shall negotiate in good faith new provisions in relation to the deleted provision that will to the extent practicable restore the benefit of the bargain contained in such provision, and that are consistent with Good Utility Practice.

**13.12 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, with the exception of any choice of laws provisions.

**13.13 Headings**

The headings as set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures are set forth below, effective as of the date first written above.

**AMERICAN TRANSMISSION  
COMPANY LLC**, a Wisconsin limited liability company, by and through its Corporate Manager, **ATC MANAGEMENT, INC.**, a Wisconsin corporation

Name:

Title:

Date:

CITY OF STOUGHTON, ACTING BY AND THROUGH ITS UTILITY COMMITTEE

Name:

Title:

Date:

# Schedule 1

## Distribution Company's Cost Methodology

### Section A

#### Method of Calculating Costs Charged to Projects for Assets Owned by Distribution Company

Direct Costs: Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the Distribution Utility of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments if applicable: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Total Charges The total charges are represented as follows:

$TC=DC+(DL*LL)+(DL*SL)+(DL*A\&G)$  where DC is Direct Costs, TC is the Total Cost, .DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading

# Schedule 1

## Distribution Company's Cost Methodology

### Section B

#### Method of Calculating Costs Charged to Projects for Assets Owned by External Parties

Direct Costs Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the Distribution Utility of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments if applicable: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Total Charges The total charges are represented as follows:  
 $TC = DC + (DL * LL) + (DL * SL) + (DL * A\&G)$  where DC is Direct Costs, TC is the Total Cost, DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading

## Schedule 2

### ATCLLC's Cost Methodology

#### Section A

##### Method of Calculating Costs Charged to Projects for Assets Owned by ATCLLC

Direct Costs: Costs incurred by ATCLLC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

##### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the entire company of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Tax Indemnification If the receipt of monies by ATC are deemed to be taxable, an additional amount shall be charged to reimburse ATC for costs associated with timing differences between the payment of tax on such amounts and the related tax deductions.

# Schedule

## ATCLLC's Cost Methodology

### Section B

#### Method of Calculating Costs Charged to Projects for Assets Owned by External Parties

Direct Costs Costs incurred by ATCLLC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the entire company of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

# Schedule

## Joint Use Substations City of Stoughton

### ATC as Owner (JUCC)

Substation	Common Facilities Owner	Joint Use Substation-Tenant	Battery Ownership
None	None	None	None

### City of Stoughton as Owner (JUCC)

Substation	Common Facilities Owner	Joint Use Substation-Tenant	Battery Ownership
Stoughton-East	Stoughton	ATC	Stoughton-East

## Schedule

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## COMMON FACILITIES AGREEMENT

THIS COMMON FACILITIES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ by and between, the City of Stoughton, Wisconsin, acting by and through its Utility Committee ("Distribution Utility") and American Transmission Company LLC ("ATCLLC"), a Wisconsin limited liability company (collectively, the "Parties"). Distribution Utility and ATCLLC are referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Distribution Utility and ATCLLC each own "joint use" substations that contain facilities owned by both Parties, including facilities that are used and useful to both Parties (as defined below); and

WHEREAS, the Parties desire to establish in this Agreement the allocation of cost responsibility for the operation and maintenance of Common Facilities at joint use substations; and

WHEREAS, the Parties desire to provide in this Agreement for a method of requesting, performing and compensating for improvements and replacements of Common Facilities at joint use substations.

NOW, THEREFORE, in consideration of promises and mutual obligations set forth in this Agreement the Parties hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions, Generally

Unless defined in this Agreement, the definition of each capitalized term used in this Agreement shall be the same as the definition for that term set forth in the Operating Agreement of ATCLLC, or the Asset Contribution Agreements between ATCLLC and Distribution Utility.

## 1.2 **Special Definitions**

The following defined terms used in this Agreement shall be defined as set forth below:

### 1.2.1 **Assignable Facilities**

"Assignable Facilities" are those facilities at a Joint Use Substation that belong to and serve a single owner and are not Common Facilities and are used and useful to such single owner.

### 1.2.2 **Common Facilities**

"Common Facilities" are those facilities at a Joint Use Substation that are used and useful to both Parties. Common Facilities include, but are not limited to batteries, structures that house equipment, ground grids, fences, gravel areas, parking areas, landscaping, access roads, yard lighting, shielding, and screening. Common Facilities do not include land, land rights or Assignable Facilities, excluding those Common Facilities deemed to be of De minimis Use.

### 1.2.3 **Common Facilities Owner**

"Common Facilities Owner" means, unless otherwise agreed to in writing by the Parties, the Party that owns the greater value (based on original installed cost) of Assignable Facilities at the Joint Use Substation as of the date Distribution Utility transferred its Transmission. Facilities to ATCLLC, or the date the substation became a

Joint Use Substation (whether by designation or completion of construction), whichever date is later.

#### 1.2.4 **Costs**

"Costs" means all direct and indirect costs incurred by a Party. Direct and indirect costs include but are not limited to labor costs with overheads which shall include labor costs for tasks such as recording costs and invoicing; the actual cost of materials and supplies; return of and on the cost of property employed; and payments to contractors (without additional charges or markups), plus all overheads directly associated with any and all of these costs. Distribution Utility's Costs shall be calculated using the rates and charges set forth on Schedule 1. The rates and charges set forth on Schedule 1, Section A shall apply to those instances when Distribution Utility is performing work on Distribution Facilities or other assets owned by Distribution Utility, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. The rates and charges set forth on Schedule 1, Section B shall apply in those instances in which Distribution Utility is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. ATCLLC's Costs shall be determined using the rates and charges set forth on Schedule 2, Section A or Section B. The rates and charges set forth on Schedule 2, Section A shall apply to those instances when ATCLLC is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which Distribution Utility is responsible to make payment to ATCLLC. The rates and charges set forth on Schedule 2, Section B shall apply in those instances in which ATCLLC is performing work on Distribution Facilities or other assets owned by Distribution Utility, for which Distribution Utility is responsible to make

payment to ATCLLC. The rates and charges set forth on Schedule 1 may be changed from time to time by the Distribution Utility and the rates and charges set forth on Schedule 2 may be changed from time to time by ATCLLC; however, any such changes must be communicated to the other Party in writing within fourteen (14) days of such change or within the next billing cycle of such change. If the rates and charges are changed, then the Party making such change shall provide a revised Schedule to the other Party reflecting such change prior to such rates and charges becoming effective for any work under this Agreement.

#### **1.2.5 De minimis Use**

"De minimis Use" shall describe the situation where the used and useful benefit of a Common Facilities Owner's asset is of minimal or insignificant value or benefit to a Joint Use Substation Tenant and therefore does not warrant proportionate cost allocation by the Common Facilities Owner. Examples may include, but are not limited to, spare fuse storage in a control house, a control wire in a trench, conduit, and/or cable tray or the presence of metering for balancing authority or revenue collection purposes.

#### **1.2.6 Distribution Facilities**

"Distribution Facilities" shall mean those Assignable Facilities owned by Distribution Utility that are used for the distribution of electricity at nominal voltages that are lower than 50 kV, except that Distribution Facilities shall include transformation equipment that receives energy at voltages above 50 kV and transforms the voltage at which the energy is received to a voltage below 50 kV.

#### **1.2.7 Good Utility Practice**

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant

time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition and which reflect and are consistent with the mandatory reliability standards of the North American Reliability Corporation (NERC) or and Regional Entities authorized by NERC to establish and enforce reliability standards applicable to each Party. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region and which are acceptable under the mandatory reliability standards of NERC or any Regional Entity having delegated responsibility for the facilities subject to this Agreement.

#### **1.2.8 Joint Use Substation**

"Joint Use Substation" means a substation at which Assignable Facilities are owned and operated by each Party. The Joint Use Substations covered by this Agreement will be documented in a list that will be maintained and shared by and between the Parties, and may be amended by mutual agreement of the Parties. A list of Joint Use Substations shall not be considered exhibits or amendments to this Agreement and shall not be filed with regulatory agencies, specifically including but not limited to, FERC, the Public Service Commission of Wisconsin or the Michigan Public Service Commission.

#### **1.2.9 Joint Use Substation Tenant**

"Joint Use Substation Tenant" means an entity who is not the Common Facilities Owner. There may be more than one Joint Use Substation Tenant associated with a Joint Use Substation.

#### **1.2.10 Joint Use Substation Tenant's Allocable Share**

The Initial "Joint Use Substation Tenant's Allocable Share" shall be the percentage derived by dividing the Joint Use Substation Tenant's total Assignable Facilities value (at original cost) by the total value (at original cost) of all Assignable Facilities at each substation determined using the original costs as of June 30, 2006. Thereafter, any changes to the Joint Use Tenant's Allocable Share shall be determined in accordance with Article 4.

#### **1.2.11 Net Book Investment Value**

"Net Book Investment Value" means original cost less accumulated book depreciation.

#### **1.2.12 Return On and Of Billing**

"Return On and Of Billing" means an annual billing of a Joint Use Substation Tenant by the Common Facilities Owner pursuant to Article 4 of this Agreement of the following amounts:

(a) "Return on investment" shall be calculated as follows: by multiplying the total Net Book Investment Value of the Common Facilities times the overall pre-tax rate of return allowed the Common Facilities Owner by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent rate order times the Joint Use Substation Tenant's Allocable Share; and

(b) "Return of investment" shall be calculated as follows: by using the depreciation rate most recently established for the Common Facilities by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent depreciation order, determine the annual depreciation of the Common Facilities, then multiply by the Joint Use Substation Tenant's Allocable Share.

### 1.2.13 Service

"Service" means operation and maintenance of Common Facilities performed by the Common Facilities Owner under Article 4 of this Agreement and Common Facilities improvements and expansions performed by the Common Facilities Owner under Article 5 of this Agreement.

### 1.2.14 Transmission Facilities

"Transmission Facilities" shall mean those Assignable Facilities owned by ATCLLC and used by it for (i) the transmission of electric energy at voltages that are 50 kV and higher (but does not include transformation equipment otherwise defined as Distribution Facilities if the function is to transform the voltage to a voltage less than 50 kV) or (ii) the transmission of electricity regardless of the nominal voltage at which such facility is designed to operate or does operate, if the facilities are designated by the Public Service Commission of Wisconsin as transmission facilities.

### 1.2.15 Transmission System

"Transmission System" shall mean the system of facilities for the transmission of electric energy that is owned by ATCLLC.

## ARTICLE 2

### TERM

This Agreement shall be effective from the date hereof ("Effective Date") and shall continue in effect until terminated upon not less than one (1) year's written notice by one Party to the other; provided, however, that the provisions of this Agreement shall survive termination as to any Services being performed through and including the effective date of termination, and that the respective parties shall agree to work collaboratively and cooperatively to address any forward looking operational and/or

ownership issues.

### ARTICLE 3

#### **REQUIRED REGULATORY APPROVALS AND REPORTING**

The effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties of all permits, regulatory authorizations and regulatory approvals that are required in order for the Parties to enter into and perform their obligations under this Agreement in a form acceptable in the reasonable judgment of the Party affected thereby.

### ARTICLE 4

#### **OPERATION AND MAINTENANCE**

##### **4.1 Assignable Facilities**

Each Party is responsible for the operation and maintenance of its Assignable Facilities at its sole cost.

##### **4.2 Common Facilities**

The Common Facilities Owner shall perform or have performed all operation and maintenance of Common Facilities as required by and in accordance with Good Utility Practice and any applicable mandatory reliability standards. At the end of each year, the Common Facilities Owner shall calculate and bill each Joint Use Substation Tenant, and each Joint Use Substation Tenant shall pay the Common Facilities Owner, the Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of operating and maintaining Common Facilities. The amount to be billed by the Common Facilities Owner shall be determined by multiplying the Joint Use Tenant's Allocable Share times the Costs associated with operating and maintaining the Common Facilities at each Joint Use Substation.

##### **4.3 Annual Redetermination of Joint Use Tenant's Allocable Share and Return Of and On Billing Amounts.**

Beginning the year after the initial year of this Agreement, the Parties shall exchange accounting information necessary to determine the Joint Use Tenant's Allocable Share in the manner provided for in Section 1.2.10 based on the values as of June 30 of such year. Thereafter, by August 15 the Parties shall agree upon the Joint Use Substation Tenant's Allocable Share. The Joint Use Substation Tenant's Allocable Share shall be applicable to all billings made beginning on or after January 1 of the succeeding year. The Return Of and Return On Billing calculations set forth in Section 1.2.12 shall be adjusted accordingly using values determined as of June 30 of each year and such adjusted Return Of and Return On Billing calculations shall be applicable to all billings made beginning on or after January 1st of the succeeding year.

## ARTICLE 5

### **COMMON FACILITIES IMPROVEMENTS, REPLACEMENTS AND SERVICES**

#### **5.1 Common Facilities Improvements**

When existing Common Facilities must be improved or replaced by reason of degradation or failure due to use over time, or the Parties mutually agree upon an improvement or replacement of Common Facilities, the Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The functionality of the improved or replaced Common Facilities shall be equal to or greater than their original functionality unless the Common Facilities Owner and Joint Use Substation Tenants agree otherwise. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any applicable mandatory reliability standards and will own the improved or replaced Common Facilities when they are completed. Each Joint Use

Substation Tenant shall pay its Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through the Return On and Of Billing.

**5.2 Common Facilities Improvements or Replacements Initiated by the Common Facilities Owner**

If the Common Facilities Owner determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, it shall provide reasonable notice to the Joint Use Substation Tenants of that Joint Use Substation. The Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any mandatory reliability standards and will own the improved or replaced Common Facilities when they are completed. Each Joint Use Substation Tenant shall pay its Joint Use Substation Tenant Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through Return On and Of Billing.

**5.3 Common Facilities Improvements or Replacements Initiated by a Joint Use Substation Tenant**

If a Joint Use Substation Tenant determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, the Joint Use Substation Tenant may request the Common Facilities Owner to perform the improvement or replacement by entering into a Facilities Construction Agreement between the Common Facilities Owner and ATCLLC. The Facilities Construction

Agreement shall govern the request except as follows:

5.3.1 When a Joint Use Substation Tenant reimburses the Common Facilities Owner for the installation, improvement or replacement of Common Facilities, the value of such Common Facility installation, improvement, or replacement shall be entered on the books of the Common Facilities Owner at zero net book value. The installation, improvement or replacement shall not be reflected in the Common Facilities Owners' Return On and Of Billings.

5.3.2 Any reimbursement shall be made at a time that is mutually agreeable to the Common Facilities Owner and the Joint Use Substation Tenant. Upon receipt of such reimbursement, the Common Facilities Owner shall assume responsibility for any and all of its own tax liabilities resulting from such reimbursement.

## ARTICLE 6

### **RIGHT TO AUDIT AND DISPUTE RESOLUTION**

#### **6.1 Audits**

The Party performing the work (Performing Party) shall maintain and retain for such time as Party requesting the work be performed (Requesting Party) may reasonably direct, but not for longer than seven (7) years, the books and other records needed to document the costs Performing Party incurs as a result of fulfilling its obligations under this Agreement. Performing Party shall respond to any reasonable request from Requesting Party for information related to a Cost charged by Performing Party to Requesting Party by providing Requesting Party the information reasonably needed by Requesting Party to verify the Cost in question. From time to time, Requesting Party may conduct, and Performing Party shall permit Requesting Party to conduct or cause to be conducted by its authorized agents, at Requesting Party's expense, audits of the books

and records of Performing Party that relate to the Services provided under this Agreement. Such audits will be conducted at reasonable mutually agreed upon times, provided that Requesting Party must contest invoices within one (1) year of receipt and must complete any audit relating to a contested invoice within a reasonable period of time thereafter. Any adjustment identified to be made as a result of an audit and that is payable under Schedule 1 or Schedule 2 shall be made to the billing statement next issued following the conclusion of the audit.

## **6.2 Disputes**

Disputes arising out of or relating to this Agreement shall first be discussed by the respective Managers for the Common Facilities Owner and the Joint Use Substation Tenant immediately responsible for the supervision of the departments in which the dispute has arisen. Any dispute that cannot be resolved at that level shall be referred to next level. Any dispute that cannot be resolved within a reasonable period of time after the date of submission of the dispute at the second level shall then be referred to the most senior level of the Common Facilities Owner and the Joint Use Substation Tenant. If a satisfactory resolution is not achieved at that level, the Parties shall submit to non-binding mediation, prior to resorting to other remedies available at law or equity.

## **ARTICLE 7**

### **FORCE MAJEURE**

To the extent performance by either Party to this Agreement is prevented or delayed due to circumstances beyond the reasonable control of the Party (such circumstances shall be hereinafter referred to as events of "Force Majeure"), such Party shall promptly give written notice to the other Party, and shall exercise all commercially reasonable efforts to overcome the effects of the event of Force Majeure. The written

notification shall include a full and complete explanation of the event of Force Majeure, and the actions such Party is taking or proposes to take to overcome the event of Force Majeure. Either Party upon receipt of the written notice called for under this paragraph shall have the right, upon written notice to the affected Party, to obtain alternate contractors to perform any work required under this Agreement during any event of Force Majeure that prevents or delays the other Party's performance for a period of ten (10) consecutive days or more.

## ARTICLE 8

### **LIMITATION OF LIABILITY**

With respect to claims by and between the Parties under this Agreement, the measure of damages at law or in equity in any action or proceeding shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived and neither Party shall be liable in statute, contract, in tort (including negligence), strict liability, warranty or under any other legal theory or otherwise to the other Party, its agents, representatives, and/or assigns, for any special, incidental, punitive, exemplary or consequential loss or damage whatsoever, including but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, loss of use of revenues, or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement, without regard to the cause or causes related thereto, including the negligence of any party. The Parties expressly acknowledge and agree that this limitation shall apply to any claims for indemnification under Article 9 of this Agreement. The provisions of this Article shall survive the termination or expiration of this Agreement.

## ARTICLE 9

### INDEMNITY

#### 9.1 Indemnification Obligation

Subject to the provisions of Article 8, a Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party"), and its officers, directors, employees, affiliates; managers, members, trustees, shareholders, agents, contractors, subcontractors, affiliates' employees, invitees and successors, from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, losses, judgments, damages and expenses (including the reasonable costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable attorneys' and expert fees and reasonable disbursements in connection therewith) for damage to property, injury to any person or entity, or death of any individual, including the Indemnified Party's employees and affiliates' employees, or any other third parties, to the extent caused wholly or in part by any willful act or omission, or grossly negligent act or omission by the Indemnifying Party or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with the Indemnifying Party's performance or breach of this Agreement, or the exercise by the Indemnifying Party of its rights under this Agreement; provided, however, that the provisions of this Article shall not apply if any such injury, death or damage is held to have been caused by the negligence or intentional wrongdoing of the Indemnified Party, its agents or employees. In furtherance of the foregoing indemnification and not by way of limitation, the Indemnifying Party hereby waives any defense it otherwise might have under applicable workers' compensation laws. Notwithstanding anything in this Agreement to

the contrary, no provision of this Agreement is intended or shall be construed to be a waiver by the City of Stoughton of Wisconsin Statutes §893.80 or any other applicable limits on municipal liability in connection with claims made by third parties.

## **9.2 Indemnification Procedures**

A Party seeking indemnification from the other Party under this Agreement shall give the other Party notice of such claim as soon as practicable but in any event on or before the thirtieth (30th) day after the Party's actual knowledge of such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be, sustained by said Party. To the extent that the other Party will have been actually and materially prejudiced as a result of the failure to provide such notice, such notice will be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Agreement. Neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed. Each Party's indemnification obligation will survive expiration, cancellation or early termination of this Agreement.

## **ARTICLE 10**

### **INSURANCE**

#### **10.1 Insurance Requirements**

The Parties agree to maintain, at their own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to their operations for the life of this Agreement in the manner, and amounts, at a minimum, as set forth below,

- (a) Workers' Compensation Insurance in accordance with all applicable state, federal and maritime law, including Employer's Liability Insurance in the amount of

\$100,000, per accident;

- (b) Commercial General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement, and Personal Injury Coverage in the amount of \$8,000,000, per occurrence for bodily injury and property damage. The Local Distribution Company's policy shall include Transmission Owner and ATC Management Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (c) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with bodily injury limits of no less than \$1,000,000 per person, \$1,000,000 per accident; and property damage limits of no less than \$1,000,000 per accident. The Local Distribution Company's policy shall include Transmission Owner and ATC Management, Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (d) Where a Party has more than \$50 million in assets it may, at its option, self-insure all or part of the insurances required in this Article; provided, however, the self-insuring Party agrees that all other provisions of this Article, including, but not limited to, waiver of subrogation and additional insured status, which will provide or is intended to provide protection for the other Party and its affiliated and associated companies under this Agreement, shall remain enforceable. A Party's election to self-insure shall not impair, limit, or in any manner result in a reduction of rights and/or benefits otherwise available to the other Party and its affiliated and associated companies through formal insurance policies and endorsements as specified in the above parts of this Article. The self-insuring Party agrees that all amounts of self-insurance, retentions and/or deductibles are the responsibility of and shall be borne by the self-insuring Party.

## 10.2 Certification

Within fifteen (15) days of the Effective Date, and thereafter upon request, during the term of this Agreement, (including any extensions), each insuring Party shall provide to the insured Party, properly executed and current certificates of insurance with respect to all

insurance policies required to be maintained by such Party under this Agreement. Certificates of insurance shall provide the following information:

- (a) Name of insurance company, policy number and expiration date;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Party maintaining such policy;
- (c) A statement indicating that the insured Party shall receive at least thirty (30) days prior written notice of cancellation or expiration of a policy, or reduction of liability limits with respect to a policy; and
- (d) A statement identifying and indicating that additional insureds have been named as required by this Agreement.

### **10.3 Copies**

At an insured Party's request, in addition to the foregoing certifications, the insuring Party shall deliver to the insured Party a copy of applicable sections of each insurance policy.

### **10.4 Policy Inspection**

Each insured Party shall have the right to inspect the original policies of insurance applicable to this Agreement at the insuring Party's place of business during regular business hours.

### **10.5 Coverage Period**

If any insurance is written on a "claims made" basis, the insuring Party shall maintain the coverage for a minimum of seven (7) years after the termination of this Agreement.

### **10.6 Waiver of Subrogation**

To the extent permitted by the insurer and commercially reasonable, each insuring Party shall obtain waivers of subrogation in favor of the insured Party from any insurer providing coverage that is required to be maintained under this Article 10, except for the coverage required under Section 10.1(a). A Party shall not be required to obtain a waiver of subrogation if the other Party is not able to obtain a waiver of subrogation from its insurance earner.

## ARTICLE 11

### **SUCCESSORS AND ASSIGNS**

This Agreement and each and every of its covenants, terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Distribution Utility shall not assign its rights or obligations under this Agreement without express written approval of ATCLLC, except it may assign its rights or obligations to a purchaser (or other successor) who will own all or substantially all of its Distribution Facilities and who shall then be bound by all of the provisions of this Agreement. ATCLLC shall not assign its rights or obligations under this Agreement without express written approval of Distribution Utility, except it may assign its rights and obligations to a purchaser (or an affiliate) who will own all or substantially all of its Transmission Facilities or equity interests and who shall then be bound by all of the provisions of this Agreement. No assignment of this Agreement shall be valid unless the Assignee agrees, in writing, to be bound by all the terms, conditions, and limitations of this Agreement.

## ARTICLE 12

### NOTICE

#### **12.1 Written Notice**

All certificates or notices required under this Agreement shall be given in

writing and addressed or delivered to the representative(s) specified in this Agreement.

Notices shall be deemed received (i) upon delivery, when personally delivered; (ii) upon receipt, when sent via registered or certified mail; (iii) the next business day, when sent via overnight courier; and (iv) when sent via facsimile upon confirmation by recipient. Copies of all general correspondence regarding this Agreement shall also be sent to these representative(s).

## 12.2 **Representatives to Receive Notice**

Notices submitted hereunder shall be directed to the following individuals:

Notices to Distribution Utility:

Attn: Ms. Jill M. Weiss  
City of Stoughton - Utilities  
600 S. Fourth Street  
P.O. Box 383  
Stoughton, WI 53589  
Phone: (608) 873-3379

Notices to ATCLLC:

Attn:  
Vice President, Legal and Secretary  
American Transmission Company, LLC  
W234N2000 Ridgeview Parkway West  
P.O. Box 47  
Waukesha, WI 53188-1000

All other communications relating to this Agreement should be submitted to:

Chief Operating Officer  
American Transmission Company, LLC  
W234N2000 Ridgeview Parkway West  
P.O. Box 47  
Waukesha, WI 53188-1000

## 12.3 **Notification Changes**

ATCLLC or Distribution Utility may change their respective representative(s) designated to receive notice hereunder by written notice to the other Party.

## ARTICLE 13

### MISCELLANEOUS

#### 13.1 **Compliance with Laws**

Throughout the term of this Agreement, each Party shall perform its obligations under this Agreement in compliance with all present and future federal, state and local statutes, ordinances, rules and regulations, including, but not limited to those pertaining to human safety, protection of property, non-discrimination, and protection of the environment, including any and all applicable mandatory reliability standards of NERC or the delegated Regional Entity.

#### 13.2 **Entire Agreement**

This Agreement, together with any Exhibits and Schedules attached to this Agreement is the entire understanding of the Parties regarding the subject matter, and supersedes all prior oral or written discussions, negotiations and agreements the Parties may have had with respect to the subject matter.

#### 13.3 **Counterparts**

This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

#### 13.4 **Amendment**

No amendment, modification or waiver of any term hereof shall be effective unless set forth in a writing signed by the Parties.

#### 13.5 **Survival**

All indemnities and confidentiality rights and obligations provided for in this Agreement shall survive the cancellation, expiration or termination hereof.

#### 13.6 **Independent Contractor**

Each Party at all times shall be deemed to be an independent contractor and none of its employees or the employees of its contractors shall be considered to be employees of the other Party during the term of this Agreement. Neither Party shall have authority to act on behalf of the other Party or bind the other Party in any manner except as expressly set forth in this Agreement. The Parties acknowledge that neither this Agreement nor any of its provisions are intended to create any partnership or joint venture between or among the Parties.

### 13.7 Confidentiality

(a) "Confidential Information," as used in this Section 13.7, shall mean all information or documentation disclosed or made available by either Party to the other, including but not limited to correspondence between the Parties, business plans, financial information, policies and procedures, computer programs, reports and analyses, or other information which a Party in good faith designates as a "trade secret" as that term is defined in Wis. Stat. § 134.90(1)(c) or which is designated as critical energy infrastructure information as defined in 18 C.F.R. §388.12 or which may be subject to the limitation on disclosure set forth in 18 C.F.R §358.1, *et seq.*

(b) In consideration of the disclosure by one Party of Confidential Information to the other Party, the Parties agree that each of them shall undertake in good faith to accomplish the following additional actions with respect thereto:

(i) to use the Confidential Information for the sole purpose of fulfilling the obligations of the Parties pursuant to this Agreement;

(ii) to safeguard and hold in strict confidence all Confidential Information, limiting disclosure of Confidential Information to employees, contractors or agents of the receiving Party who have a need to know;

(iii) to protect Confidential Information from disclosure to anyone not a party to this Agreement or to whom such disclosure is limited or prohibited without the prior approval of the disclosing Party;

And

(iv) upon the request of the disclosing Party and in any event upon cancellation or expiration of this Agreement, to return all Confidential Information, or to certify that such Confidential Information has been destroyed.

(c) Each Party retains all right, title and interest in and to any Confidential Information disclosed by the Party hereunder.

(e) In the event that either Party is required by applicable law to disclose any Confidential Information of the other Party, such Party shall promptly notify the other Party of such requirement and cooperate with the other Party to protect the Confidential Information from any disclosure not required by law.

(f) The obligations of this Section shall survive for a period of three (3) years following any expiration or termination of this Agreement.

### 13.8 Standards of Conduct

If the performance of this Agreement requires ATCLLC to disclose information about the Transmission System to Distribution Utility, the dissemination of which is subject to FERC's Standards of Conduct requirements under 18 C.F.R. Part 358, such information, subject to Section 13.7(e) above, shall not be disclosed by Distribution Utility or ATCLLC to any persons that have not a) completed ATCLLC's Standards of Conduct training and b) have not signed an affidavit agreeing to be bound by ATCLLC's Compliance Plan and the terms of ATCLLC's Confidential Data Access Agreement.

Distribution Utility employees receiving Confidential Information of ATCLLC under this Agreement understand that they are prohibited from being conduits of information to Marketers. Further, should any FERC audit of ATCLLC's compliance with the Standards of Conduct turn up any violations of the Confidential Data Access Agreement on the part of the Distribution Utility (i.e. confidential transmission system information being passed to marketers), the Distribution Utility shall be solely liable for any and all penalties imposed by the FERC monetary and otherwise, for those violations attributed to the Distribution Utility by the FERC.

### **13.9 No Implied Waivers**

The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assist or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

### **13.10 No Third-Party Beneficiaries**

This Agreement is intended to be solely for the benefit of the Parties to this Agreement and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a signatory hereto.

### **13.11 Severability**

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severable from this Agreement unless the removal of the unenforceable provision materially alters the obligations of any Party hereunder. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in

full force and effect as if such provision was not contained in this Agreement, but the Parties shall negotiate in good faith new provisions in relation to the deleted provision that will to the extent practicable restore the benefit of the bargain contained in such provision, and that are consistent with Good Utility Practice.

**13.12 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, with the exception of any choice of laws provisions.

**13.13 Headings**

The headings as set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures are set forth below, effective as of the date first written above.

**AMERICAN TRANSMISSION  
COMPANY LLC**, a Wisconsin limited liability company, by and through its Corporate Manager, **ATC MANAGEMENT, INC.**, a Wisconsin corporation

Name:

Title:

Date:

**CITY OF STOUGHTON, ACTING BY AND THROUGH ITS UTILITY  
COMMITTEE**

Name:

Title:

Date:

# Schedule 1

## Distribution Company's Cost Methodology

### Section A

#### Method of Calculating Costs Charged to Projects for Assets Owned by Distribution Company

Direct Costs: Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the Distribution Utility of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments if applicable: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Total Charges The total charges are represented as follows:

$TC=DC+(DL*LL)+(DL*SL)+(DL*A\&G)$  where DC is Direct Costs, TC is the Total Cost, .DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading

# Schedule 1

## Distribution Company's Cost Methodology

### Section B

#### Method of Calculating Costs Charged to Projects for Assets Owned by External Parties

Direct Costs Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

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Total Charges The total charges are represented as follows:  
 $TC=DC+(DL*LL)+(DL*SL)+(DL*A\&G)$  where DC is Direct Costs, TC is the Total Cost, DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading

## Schedule 2

### ATCLLC's Cost Methodology

#### Section A

##### Method of Calculating Costs Charged to Projects for Assets Owned by ATCLLC

Direct Costs: Costs incurred by ATCLLC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

##### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

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Tax Indemnification If the receipt of monies by ATC are deemed to be taxable, an additional amount shall be charged to reimburse ATC for costs associated with timing differences between the payment of tax on such amounts and the related tax deductions.

# Schedule

## ATCLLC's Cost Methodology

### Section B

#### Method of Calculating Costs Charged to Projects for Assets Owned by External Parties

Direct Costs Costs incurred by ATCLLC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

#### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

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**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

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

**Subject:** Notice of Potential Audit Deficiency Findings During 2020 Financial Audit

While preparing for the annual 2020 Stoughton Utilities Financial Audit, City of Stoughton and Stoughton Utilities staff recognized there were several ongoing issues that would like result in deficiency findings from the auditors.

**Inventory Management and Reconciliation:**

The ongoing major project to make over 1,000 poles ready for new communications attachments throughout the City of Stoughton and our surrounding rural service territory created significant challenges for our year-end inventory management reconciliation. Much of the construction work associated with this project was subcontracted out, with inventory purchased and received in inventory by Stoughton Utilities before being provided to the pole replacement contractor for installation.

Stoughton Utilities staff maintains an accurate inventory of incoming and issued materials, however the scope of this project caused these inventory management challenges as inventory was issued to the contractor where they were then stocked and staged for installation in a current or future project permit area. The pole replacement contractor has maintained their own accurate inventory records as assets are installed and retired on the distribution system, which is then provided to our engineering contractor for review and cost calculation for invoicing. Following the engineering review of material units and quantities, the information is then sent back to Stoughton Utilities to update our inventory and plant records.

As the above described process carried on in late 2020 and into 2021, the cycle created inventory reconciliation challenges that could not be overcome in the time required prior to the financial audit that occurred in late-January. We anticipate that all inventory management reconciliation tasks will occur following the completion of the major project, as well as at the end of 2021. These inventory updates and reconciliation will be completed prior to, and reviewed in the 2021 Stoughton Utilities Financial Audit.

**Accounts Payable Approvals and Invoice Routing at Year End:**

Due to current internal review processes and unexpected circumstances that caused delays, as well as the magnitude of ongoing major projects, some invoices received from vendors in late 2020 were not authorized and routed for payment until early 2021, after the year-end closeout and reporting processes

were completed and financial materials were prepared for the auditors' review, and after the audit fieldwork was completed. As a result, the financial auditors had to review and modify their fieldwork to accommodate the late transactions and workorder updates. Although these delays were unexpected, they could potentially have been avoided. Staff is working to review internal review processes to find areas where we may be able to make improvements to gain efficiencies and reduce delays. Staff will also remain more cognizant of year-end processing deadlines to ensure such delays don't occur in future years in ways that will impact workorder closeout and the financial audit.



**Stoughton Utilities**

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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

**From:** Brian R. Hoops  
Stoughton Utilities Assistant Director

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

**Subject:** Completion of the Wisconsin Public Service Commission Electric Billing Audit

Stoughton Utilities was notified by the Wisconsin Public Service Commission (WPSC) in February 2019 that we had been selected to receive a billing audit for the electric utility. The intent of this audit is to assist utilities in ensuring that proper billing and collections procedures are in place so that customers' bills are accurate and processes are consistent with Wisconsin statutes and the Wisconsin Administrative Code requirements.

The first data request from the WPSC included requests for information about 28 billing policies, including written descriptions and documentation, and a full customer listing of accounts and their billing rate classifications. Subsequent data requests included clarifications and supporting documentation, as well as copies of customer billing statements for a list of customers randomly selected by the WPSC.

In May 21, 2020, we were notified by the WPSC that the billing audit has concluded. WPSC staff determined that SU's billing and collections policies and procedures only had one deficiency, which was that our billing statements for municipal street lighting does not provide a listing of the quantity and type of each street and security light and pole being billed. This requirement was previously not within the abilities of our Customer Information System (CIS) software, and SU staff worked with the software provider to make updates, which will be reflected on future billing statements.

A corrective action plan was submitted by Stoughton Utilities to the WPSC on June 18, 2020. All shortcomings were addressed in July 2020 as stated in our corrective action plan. Follow up documentation providing information about the corrective actions taken and sample billing statements demonstrating the corrective actions were submitted to the WPSC.

On February 9, 2021, Stoughton Utilities was notified by the WPSC that our corrective action plan and supporting documentation had been reviewed by the commission, and that they had determined that all audit findings were resolved. SU staff is proud to report that all regulatory billing and collections are being met, as confirmed by this thorough audit conducted by the WPSC.



# Public Service Commission of Wisconsin

Rebecca Cameron Valcq, Chairperson  
Ellen Nowak, Commissioner  
Tyler Huebner, Commissioner

4822 Madison Yards Way  
P.O. Box 7854  
Madison, WI 53707-7854

Public Service Commission of Wisconsin  
RECEIVED: 02/09/2021 8:25:01 AM

February 9, 2021

Mr. Brian Hoops, Assistant Utilities Director  
Stoughton Electric Utility  
600 South Fourth Street  
P.O. Box 383  
Stoughton, WI 53589

Re: Stoughton Electric Utility – Electric Billing Audit

5740-BA-100

Dear Mr. Hoops:

Commission staff conducted a billing audit of Stoughton Electric Utility (Stoughton) in 2020. Commission staff summarized the findings in its May 21, 2020 letter. ([PSC REF#: 389798.](#)) These findings required action to ensure compliance with Wisconsin Statutes and Wisconsin Administrative Code. Stoughton responded to the letter on June 18, 2020 ([PSC REF#: 392237](#)) and provided Commission staff with a corrective action plan addressing the audit findings. The corrective action plan included Stoughton's plan to resolve the issues by August 1, 2020.

Commission staff reviewed additional information on Stoughton's corrective action plan ([PSC REF#: 403218](#)) and determined that all audit findings are resolved.

This letter documents that docket 5740-BA-100 audit work is complete.

If you have questions regarding these matters, please contact Commission Auditor Sheena Basra at (608) 266-5423 or [Sheena.Basra@wisconsin.gov](mailto:Sheena.Basra@wisconsin.gov).

Sincerely,

Martin R. Day  
Administrator  
Division of Energy Regulation and Analysis

MRD:SKB:cmb:jlt:DL: 01782510



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

*Serving Electric, Water & Wastewater Since 1886*

**Date:** February 11, 2021

**To:** Stoughton Utilities Committee

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

**Subject:** Status Update: Lead Service Line Replacement Programs

Stoughton Utilities staff continues to work on numerous efforts in response to our 2019 lead action level exceedance. Many of these efforts have either been completed and reported on in last status updates, or are currently underway and associated with the development of a lead service line replacement program for both public and privately-owned lead service lines.

Staff completed and submitted the application paperwork for funding assistance from the State of Wisconsin Environmental Improvement Fund, and the required Priority Evaluation and Ranking Formula documents. A resolution to authorize such application was approved by the Stoughton Common Council at their October 27, 2020 meeting. Although no official response has been received from the Wisconsin Department of Natural Resources (WDNR), our conversations with WDNR staff have been positive and leave us very optimistic.

Staff continued to identify lead service lines through the excavation of service lines, allowing staff to visually verify the public and private side pipe material, and these excavations continued through mid-December while weather allowed.

Staff has begun a new program of identifying lead service lines inside the home by going door to door in Stoughton's historic and older neighborhoods dating to pre-1960. Residents are notified a few days in advance of when we will be in their neighborhood via door hangers or mailed notices. This effort is to ensure all lead is located, including where service connection repairs may have been made using coper pipe at the curb stop valve. It also provides us with a good opportunity to answer customer's questions, as well as locate metering installation that may need to be corrected during the 2021 project. Approximately 1,300 homes are anticipated to be inspected, though we expect only approximately half to have a lead water service line.

Staff has begun the process of personally serving notifications of required service line replacement to all property owners that have been confirmed to have a private lead service line. This process of serving notification is a legal requirement as part per Stoughton's ordinance that declares lead a public nuisance that must be removed. Staff is also using this process to inform property owners of the upcoming project, potential grant funding, and obtaining signed authorizations to replace service lines on private property.

Following service excavation and visual verification efforts, staff continues to update our GIS data to reflect the verified data. A map of known and presumed lead service lines is available to be viewed by the general public online at [stoughtonutilities.com/lead](http://stoughtonutilities.com/lead).

Our lead public education program continues. Staff continues to post informational and educational materials about lead service lines, service line flushing, and service line material verifications on our website and social media pages. Our lead information page on the website continues to be reviewed and updated regularly, with recent updates focusing on providing customers with information about the planned 2021 service line construction project, notification and documentation of lead service lines, appointment scheduling, and more.



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

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

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