

1. 6:30 P.M. RCC 11/16/2015 Agenda

Documents: [RCC_20151116_AG.PDF](#)

2. 6:30 P.M. RCC 11/16/2015 Packet

Documents: [RCC_20151116_PK.PDF](#)



City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4260
Fax: (608) 270-4275
www.fitchburgwi.gov

AGENDA
Resource Conservation Commission
Monday, November 16, 2015
6:30 P.M.
Meeting Room

NOTICE IS HEREBY GIVEN that the Fitchburg Resource Conservation Commission will meet at **6:30 P.M. in the Meeting Room** at City Hall, 5520 Lacy Road to consider and act on the following:

(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at <http://www.fitchburgwi.gov/677/Government-Channel>)

1. Call to Order
2. Appointment of Timekeeper
3. Public Appearances on Non-Agenda Items
4. Approval of Minutes from September 21, 2015 RCC Meeting (6:32pm*)
5. New Business
 - a. Draft 2015 Annual Report and 2016 Calendar of Events (6:35pm*)
 - b. Begin Planning for the 2016 Annual RCC Event (7:05pm*)
 - c. Update and add Holiday Recycling Guide to website (7:25pm*)
 - d. Energy-related Grant Opportunities – Erika (7:35pm*)
6. Unfinished Business
 - a. Sustainability Management System Update – Chris/Erika (7:55pm*)
 - b. Fitchburg Star Articles – Diane (8:10pm*)
 - c. Community Outreach Subcommittee – Chris/Erika (8:25pm*)
7. Council Update (8:35pm*)
8. Staff Update (8:45pm*)
 - a. Solid Waste Update
 - b. Stormwater Update – Yahara WINS, etc.
 - c. Sustainability Update
9. Announcements (8:55pm*)
 - a. Next Meeting – tentatively scheduled for January 25, 2016 at 6:30pm in the Meeting Room
10. Adjournment (9:00pm*)

*Times Tentative

Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711,(608) 270-4200



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Staff Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Resource Conservation Commission
From:	Rick Eilertson, Environmental Engineer
Date:	November 13, 2015
Subject:	Staff Memo for the November 16, 2015 RCC Meeting

This memo is being written to provide background on the following agenda items for the November 16, 2015 RCC Meeting.

2. Appointment of Timekeeper –

Below is the upcoming tentative schedule for Timekeeper:

Meeting Date	Timekeeper
November 16, 2015	Sam Cooke
January 25, 2016	Kia Stearn
February 15, 2016	Kim Warkentin
March 21, 2016	Jan Kucher
May 16, 2016	Diane Streck
June 20, 2016	Tony Hartmann

4. Approval of Minutes from September 21, 2015 RCC Meeting – Draft minutes are included in the packet.

5. New Business

5.a. Draft 2015 Annual Report and 2016 Calendar of Events – A copy of the Draft 2015 RCC Annual Report and Draft 2016 RCC Calendar of Events are included. Please feel free to bring any suggested revisions to the meeting for discussion.

5.b. Begin Planning for the 2016 Annual RCC Event – Please bring any ideas you may have for this event to the meeting for discussion.

5.c. Update and add Holiday Recycling Guide to website – A copy of the current Holiday Recycling Guide available on the web is included in the packet. The English version is available at: <http://www.fitchburgwi.gov/documentcenter/view/9127> and the Spanish version is available at: <http://www.fitchburgwi.gov/documentcenter/view/9128>. Please bring any suggested revisions with you to the meeting or forward them to Rick or Erika for incorporating. The guide needs to be updated to reflect that alkaline batteries are now allowed at the City Hall E-Cycling Bin.

5.d. Energy-related Grant Opportunities – Erika is preparing to give a brief overview of grant opportunities through Wisconsin Distributed Resources Collaborative (WIDRC) and the State Energy Office noted below:

- WIDRC is offering funding to donate toward distributed energy resource related activities. The Request for Applications is posted at <http://wisconsindr.org>. Relevant activities include commercial distributed energy projects or studies, distributed energy events, and distributed energy related conference sponsorships. Applications will be considered on a case-by-case basis by the Collaborative under the terms of this Request for Applications. WIDRC intends to award a maximum of \$10,000 for projects starting in 2016. Applications must be received no later than Tuesday, **December 1, 2015**.
- The State Energy Office (now housed at the Wisconsin Public Service Commission) issued a Request for Proposals (RFP) October 28th available at: <http://www.stateenergyoffice.wi.gov/docview.asp?docid=27020&locid=160>. This RFP encourages clean energy planning and implementation amongst local and tribal governments. DNR Green Tier Legacy Communities are encouraged to apply. Area of Interest Two (Implementation Grants) - Communities can apply to use funds (up to \$75,000) to implement a cost-effective project that will result in energy savings and serve to fulfill the detailed plan set forth in the communities' energy independence (or other detailed) plan. Communities will be encouraged but not required to use EPA Portfolio Manager to record and report data. Applications are due **November 18, 2015** by 5 pm CDT. The funds must be expended by May 2016.

6. Unfinished Business

6.a. Sustainability Management System Update – Chris and Erika will provide an update on this topic.

6.b. Fitchburg Star Articles – Please bring any ideas of articles you'd like to write to the meeting.

6.c. Community Outreach Subcommittee – Chris and Erika will provide an update during the meeting and seek feedback from RCC members.

7. Council Update – Tony Hartmann will provide an update on this topic.

8. Staff Update

8.a. Solid Waste Update

- **Madison Food Waste Summit** - Jan Kucher and Rick Eilertson attended this event at American Family on Fri., Nov. 13 and will be able to provide a brief report at the meeting if time and interest allows. Presentations were given by George Dreckmann (City of Madison Recycling Coordinator) on Madison's Organics Collection Pilot – now Program; Maggie Becker (American Family) on American Family's Organics Collection and food waste grinding operation; Paul Nehm (Madison Metropolitan Sewerage District – MMSD) on MMSD's work related to Organics Collection; and Michael Keleman (Insinkerator/Emerson Corporation) on national and local Grind2Energy projects and research he's been working on.
- **Continuation of Recycling Efforts at Boys & Girls Club of Dane County (BGCDC)** - Erika and Felipe have continued working with Jennifer Grulke

(BGCDC) and scheduled an event with them for November 9th. Erika can provide further details during the meeting if time and interest allows.

- **Wildwood South Refuse and Recycling Cart Letters** – A resident in the Wildwood South neighborhood contacted Mayor Arnold and Alder Tony Hartmann requesting city assistance in notifying residents of Section 70-92 of Fitchburg's Municipal Code related to placement of refuse and recycling carts within public view during non-collection days. A pdf of the letter that was sent out to 119 Wildwood South Neighborhood households is included in the packet. Jack Pearson (Code Enforcement Officer), Tony Hartmann, and I have fielded numerous phone calls from concerned residents who have provided ample feedback that this shouldn't be something that the City should be spending time enforcing, unless the City can provide cost effective and practical solutions to this issue. Staff is interested in feedback from RCC as to any solutions you may have as well as whether this should be a priority for staff to work on in the future.

8.b. Stormwater/Groundwater Update

- **Yahara WINs Adaptive Management Pilot Transitioning to Full-Scale during 2016** – I've been providing Semi-Annual Reports to RCC and staff that detail the transition of the current Yahara WINs Adaptive Management Pilot into a full-scale program that is anticipated to be effective starting in 2017. Madison Metropolitan Sewerage District (MMSD) is in the process of finalizing an intergovernmental agreement (IGA) for all of the interested partners to have their respective governing bodies approve. A copy of the most recent memo from MMSD (dated October 8, 2015) is included in the packet along with the 2nd draft of the IGA. MMSD is anticipating having the 3rd and hopefully final draft to partners within the next month and will be requesting action from each partner to be taken during the 1st quarter of 2016 so that budgets for the full-scale program can be finalized. Staff is interested in any feedback on this current version that RCC may have. Once MMSD forwards the final draft IGA, staff will prepare a referral sheet and resolution. Anticipated committees for the IGA to be referred to are RCC, Board of Public Works, Agricultural and Rural Affairs Committee, and the Finance Committee.
- **Dane County Groundwater Model Public Presentation** – Mike Parsen (Wisconsin Geological and Natural History Survey) has scheduled a public presentation on the recently finalized Dane County Groundwater Model for Mon., Dec. 14, 2015, from 2-4pm at the Fitchburg Public Library Meeting Room. I've reached out to FACTv to see if they would be willing to record this presentation. Please feel free to contact me if you'd like further details and/or if you'd like to RSVP for attendance.

8.c. Sustainability Update – Erika can provide a report during the meeting if time and interest allows.

9. Announcements

9.a. Next Meeting – tentatively scheduled for **January 25, 2016 at 6:30 pm in the Meeting Room**

10. Adjournment

DRAFT MINUTES

Resource Conservation Commission
Monday, September 21, 2015

RCC and Staff Members Present: Diane Streck, Chris Jimieson, Tony Hartmann (arrived at 6:38 p.m.), Kia Stearn (departed at 8:30 p.m.), Kim Warkentin, Rick Eilertson, Erika Kluetmeier

Absent: Jan Kucher, excused; Samuel Cooke, excused

Others Present: Cory Horton, Director of Public Works/City Engineer and Ryan Fralish (through Agenda Item 6b)

1. Call to Order

- Chris called the meeting to order at 6:33 p.m.

2. Appointment of Timekeeper

- Kim Warkentin was appointed Timekeeper.

3. Public Appearances on Non-Agenda Items

- None

4. Approval of Minutes from July 20, 2015 RCC Meeting

- *Diane made a motion to approve the Minutes, Kim seconded the motion. The motion was approved.*

5. New Business

5.a. Resolution R-96-15 – A Resolution to Set the 2016 Solid Waste Collection Rates

- Rick provided background on the staff recommendation for the solid waste collection fee to be \$150/unit for single to four unit residential properties and the brush and holiday tree collection to be \$6/unit for apartments/condominiums.
- Discussion occurred on Contractor Costs, recycling cart fees, Construction and Demolition Reuse/Recycling (CDRR) forfeited deposits (where are those funds going?), and the \$6/unit/year brush and holiday tree collection fee staying constant since ~2011.
- Cory confirmed that the Board of Public Works recommended \$150/unit for single to four unit residential properties and the brush and holiday tree collection to be \$6/unit for apartments/condominiums.
- Cory explained that the targeted reserve fund balance is 25-30% of the total annual Solid Waste budget.
- Diane suggested charging a fee to apartment owners to cover recycling education and outreach activities. Discussion occurred. Rick mentioned that if a mandatory fee was anticipated, this is something that would be important to inform apartment owners of.

DRAFT MINUTES

- *Diane moved to recommend approval of staff recommendation (for the solid waste collection fee to be \$150/unit for single to four unit residential properties and the brush and holiday tree collection to be \$6/unit for apartments/condominiums), but she would also like staff to consider increasing the brush and holiday tree collection fee and think further about charging apartment complexes for recycling education/activities. Kia seconded the motion. Discussion occurred. The Motion was approved.*
- **Action item: Erika will follow up with Kari Peterson in Finance to confirm what happens to unclaimed CDRR deposits.**

5b. Discussion/Approval of Yard Waste Collection Pilot to Encourage Reusable Bags/Containers

- Rick provided an overview of the options explained in the Staff Update for encouraging use of reusable bags and containers for yard waste collection.
- The Yardwaste Polybags cost roughly \$2/bag. Each resident can receive one free polybag per year and purchase additional bags for \$2 each.
- Oct. 26th is first yard waste collection date.
- Diane encouraged staff to do more education on mulching and composting leaves.
- The City has ~60 polybags on hand.
- *Tony moved to pursue a pilot in a targeted area wherein staff would leave one polybag at households with multiple plastic yardwaste bags at their curb and later see if the residents changed their habits. Diane seconded and offered a friendly amendment to include educational information with the polybag. The Motion with the friendly amendment was approved.*
- **Action items:**
 - **Rick will prepare an article for the October Fitchburg Star with input from Ryan Fralish to encourage residents to mulch leaves.**
 - **Rick will coordinate implementation of the pilot with Pellitteri Waste Systems.**

5c. Introduction to Wisconsin Distributed Resources Collaborative

- Tony provided an overview of WIDRC, a group of utilities formed to educate consumers about efficiency and renewable energy options.
- Grants from membership dues are awarded each December. Grants are \$10,000 maximum, and applications are due in early December with work starting on January 1, 2016.
- Tony proposed applying for a 2016 grant to research funding options for solar PV panels and study community solar farms. Grant could be used to fund additional time for Sustainability Specialist position.
- Rick mentioned that a resolution may need to be presented to Council for referral to apply for a grant.
- *Tony moved to apply for a WIDRC grant; Diane seconded. The Motion was approved.*

DRAFT MINUTES

- **Action item: Staff will work with Tony on drafting a resolution to apply for the grant.**

6. Unfinished Business

6a. MG&E's Charge to Fitchburg for Street Lamps Electricity – LED Lights

- Focus on Energy provides incentives for any fixtures on their approved list whether for testing or permanent installation. There are no special incentives for testing LED street lights. Erika and Holly will continue to evaluate bulk purchasing options through the State Energy Office when final LED fixtures have been selected.

6b. Focus on Energy – Solar Grants

- Please see the Sustainability Update in the packet for information on the Library solar project.

6c. Sustainability Management System Update

- Chris recapped the meeting he had with Mayor Arnold, Rick and Erika to discuss next steps and the makeup of a Sustainability Task Force/Ad-Hoc Committee. Mayor Arnold and Chris will be reaching out to key community members and staff to build support for this initiative.
- Members will be recruited in October with the first meeting anticipated to be in November.

Action items:

- **Tony will request this topic with a presentation by Sherrie Gruder be added to the January 2016 agenda of Committee of the Whole.**
- **Erika will check with Sherrie Gruder to see if she is available for a brief presentation at the Council Meeting on Oct. 13 and at a Green Thursday event.**

6.d Update on 2016 RCC Operating Budget Requests

- Diane explained that she asked Jim Ferolie, Fitchburg Star Group Editor, for the cost to buy space for a 500-word article 6 times/year. Jim said a rough estimate for the article in black and white with logo and headline would be about \$250/per article. For 6 articles/year the cost would be ~\$1500..
- Tony asked about readership data. Erika has prepared an online survey and will include a link to that survey in October's *Fitchburg Star* pending internal approval.
- *Diane motioned for Erika to pursue the survey; Tony seconded. The Motion was approved.*

6.e Retrocommissioning Update

- Erika explained that funding for the remaining retrocommissioning recommendations was submitted as a new proposal in the 2016 Operating Budget requests.

DRAFT MINUTES

6.f Community Outreach Subcommittee

- Members agreed the RCC 2015 Summer Event at Boys & Girls Club (BGC) was very well received. Kids were very respectful and engaged. More time and examples would be helpful for future craft activities as well as more paint if decorating reusable bags.
- Erika mentioned that shortly after RCC's summer event, all BGC locations added recycling bins. The Allied Neighborhood BGC would like to partner with Erika and Rick on recycling education and training for staff.
- Diane mentioned that these 4 sessions used at BGC could be used together or individually at other venues (schools, etc.) .
- COS recommends holding Green Thursday events quarterly and suggested Nov, Feb, April, July. Diane pointed out that April is a busy month for RCC with waterway cleanups. etc. and suggested considering May instead.
- COS suggested MaGicEnergy kids program from MGE for November, and the date is tentatively set for Saturday, Nov. 14th at 1:30 p.m.

Action items:

- **Erika will bring posters from BGC to next RCC meeting.**
- **Erika will confirm speaker availability for Saturday, November 14th at 1:30 p.m.**

7. Council Update

- Council recently discussed criteria for TIF awards. Tony highlighted public good as the top criteria as well as both public and private benefits.
- On Tuesday, Council will be voting on Solid Waste rates, referring third-party financing of solar PV panels on the library roof, and submitting the annual DNR Urban Forestry Grant application.

8. Staff Update -Sustainability Update

- Diane applauded the formation of Solar Teams and the prospect of having geothermal in the next fire station.
- Erika commented that the geothermal system in the library has worked out very well and been a good investment.
- Diane encouraged staff to publicize the success of the geothermal system.

9. Next Meeting

- RCC will meet on Monday, November 16, 2015 from 6:30-9:00 p.m. in the Meeting Room.

10. Adjournment – 9:13 p.m.



DRAFT 2015 ANNUAL REPORT
RESOURCE CONSERVATION COMMISSION

Diane Streck, Chair (ending 4/2015)
Chris Jimieson, Chair (beg 5/2015)
Samuel Cooke
Jan Kucher
Tony Hartmann
Kia Stearn
Kim Warkentin (beg 6/2015)
Steve Arnold, Alder (ending 4/2015)
Tony Hartmann, Alder (beg 5/2015)
Rick Eilertson, Staff Contact
Erika Kluetmeier, Sustainability Specialist

“The Resource Conservation Commission shall recommend policy, enforcement, and information programs that will implement and carry out the findings and provisions of chapter 41, solid waste and recycling, chapter 30, article II, erosion control, stormwater management and chapter 40, article V, stormwater utility. The resource conservation commission shall also recommend policy, enforcement, and information programs that serve to promote the general preservation and improvement of the environment, including but not limited to groundwater, stormwater, waste material, energy efficiency, and climate protection.”

-Sec. 6-352 (Powers, duties and responsibilities) of Fitchburg’s Municipal Code

✓ **Events:**

- **Fitchburg 2015 Green Event** (Green Complete Streets) forum hosted by RCC, was held on April 9. The forum included:
- **Annual Waterway Clean-up** - Sponsored by RCC, held on April __th at the Apache Pond and Dunn’s Marsh. ___ separate groups of approximately __ people collected __ bags of refuse and __ bags of recyclables.
- **Green Thursdays** - On the first Thursday of the month (September thru May), the Fitchburg Library hosts “Green Thursday,” a film or lecture on a Green topic. RCC provided speakers for _ of these events. 2015 included a total of _ Green Thursday films/speakers including speakers on _____.
- **Summer Green Thursday** - RCC hosted a summer Green Thursday family educational event on _____.
- **One Electronics Recycling and Two Shred Day events** – A total of _____ pounds of electronic items were collected during the May E-Cycle event, as well as ___ tons of shredded paper on the May and October Shred Days, which, when recycled into paper products, saved roughly ___ trees (average of 7-inch diameter).
- **Bike-to-Work Commuter Challenge** - __ staff and elected officials from Fitchburg participated in this friendly competition with Sun Prairie, Middleton, and Monona from May - September. Fitchburg **won?** for the sixth year in a row. (Staff-conducted)

✓ **Stormwater and Groundwater Initiatives:**

- Supported grant applications for the Schumann Greenway and McKee Farms NW Pond Enlargement as well as the Lacy Heights Bioretention Facility.
- Partners in the Yahara WINs Adaptive Management Pilot to reduce phosphorus and sediment loading within the Rock River watershed.
- Stream Sampling – conducted by Rick Eilertson at the Nine Springs Creek site near Anderberg Drive. Erika Kluetmeier conducted sampling at Swan Creek near County MM.

DRAFT RCC 2015 Annual Report (cont.)

- ✓ **Solid Waste (Refuse & Recycling) Initiatives:**
 - Continued to research the feasibility of an organic waste composting facility.
 - Updated Fitchburg's Recycling Guide.
 - Continued to promote and provide reusable yardwaste bags to residents.
 - Set-up bin to collect holiday light strings for recycling - fourth year.

- ✓ **Energy Conservation Initiatives:**
 - Continued Idling Reduction Campaign - Currently have 8 Idling Reduction signs on municipal property; and 1 portable sign was used for the Electronics Recycling & Shred Day Events.
 - Followed-up on Retro-Commissioning/Energy Assessment recommendations by SCS Engineers for the City Campus. SCS' report included 32 energy saving recommendations with a projected energy savings of \$22,660/year and a payback of just over 2 years which were endorsed by the Council. To date, 22 recommendations have been completed, 4 are in the process of being completed.

- ✓ **News Outreach (includes RCC and staff-written articles) include:**
 - Issued ___ "Fitchburg Green E-News Blasts"
 - Fix-a-Leak Week Campaign
 - National Mayors' Water Conservation Challenge
 - *Fitchburg Star Articles:*
 - "Nine Springs Creek Watershed Master Plan Nearly Completed"
 - "Organic Waste and Anaerobic Digestion"
 - "Water Conservation Campaign Kicks Off"
 - "Safety Tips and Fun Offered at Bike Rodeo"
 - "Help Keep Pet Waste Out of Waterways During Storms"
 - "Tips to Maintain a Natural Healthy Lawn All Summer"
 - "Springtime Storm Showers Bring More than Just Flowers"
 - "Volunteers Help Clean Up Waterways"
 - "Shred Day, Electronic Recycling Events Help Get Rid of Household Waste"
 - "Fitchburg Retailers Accept Sharps, Sell Refuse Tags"
 - "Build a Bat House"
 - "Algae in Stormwater Ponds Not Always Harmful"
 - "City Looks to Water Conservation Initiatives"
 - "Recycling: Help By Doing Your Part"
 - "City Has Options for What to Do With Falling Leaves"

- ✓ **RCC Subcommittees:**
 - **Community Outreach Subcommittee** – organizes RCC's annual event: Green Complete Streets; coordinated and promoted Green Thursdays; coordinated Community Idling Reduction Campaign.
 - **Organics Waste Subcommittee** – communicates with staff on Organics Collection opportunities and updates.
 - **Municipal Construction Guidelines Subcommittee**- discussing proposed guidelines for construction of municipal buildings with city staff.

- ✓ **Other Committee Involvement:**
 - **Green Tier Legacy Communities Steering Committee and Executive Committee** – Rick Eilertson participates in these network discussions.
 - **Yahara WINs Adaptive Management Steering Committee** – Rick Eilertson participates in these network discussions.
 - **Dane County's Solid Waste and Recycling Advisory Commission** - Jan Kucher is a member of this commission and provides occasional reports to RCC.

Fitchburg Resource Conservation Commission
Draft 2016 RCC Calendar of Events and Workplan^(a)
Last Revised Nov. 12, 2015

RCC's Focus for 2016

- ◇ Continue Idling Reduction Campaign
- ◇ Continue promoting Green Thursday events
- ◇ Finish Municipal Construction Guidelines
- ◇ Promote salt reduction efforts/methods.
- ◇ Continue developing Business Sustainability Program
- ◇ Continue campaign to reduce the use of plastic bags

January

- Green Thursday?
- Select date(s) for the **Spring Waterway Cleanup event(s)** via email
- Discuss Clean & Green event
- Continue planning for 2016 RCC Event (Theme?)

February

- Green Thursday?
- Present **2015 RCC Annual Report** and **2016 RCC Calendar of Events** to Common Council
- Continue strategic planning
- Begin advertising for the **2016 RCC Event**
- Begin advertising for **Spring Waterway Cleanup event(s)**

March

- Green Thursday?
- *Fitchburg Star* announcements – “Waterway Cleanup,” “Spring E-Cycling & Shred Day” events
- Advertise **Spring Waterway Cleanup**. Send notices to adjacent Neighborhood Associations.
- Promote Clean & Green event
- Discuss 2017 – 2021 Capital Improvements Projects (CIP) Budget requests
- Discuss 2016 Commuter Challenge (Green Team)
- Finish planning for Clean & Green/Electronics – Shred Day events
- Review annual report on refuse and recycling activities
- Finish planning for **2016 RCC Annual Event**
- Begin planning summer Green Thursday event
- Plan idling reduction next steps

April - no meeting planned

- Green Thursday – **2016 RCC Annual Event**
- Promote Clean & Green event
- Resume promoting the Idling Reduction Campaign
- **Spring Electronics Recycling and Shred Day**
- **Spring Waterway Cleanup events**
- Submit 2017–2021 CIP Budget requests to Director of Public Works

May

(a) This calendar is intended to serve as a reminder/organizer for known events and is not intended to be all inclusive of RCC's activities.

Fitchburg Resource Conservation Commission
Draft 2016 RCC Calendar of Events and Workplan^(a)
Last Revised Nov. 12, 2015

- Green Thursday?
- **Dane County Compost Bin & Rain Barrel sale** – promote locally?
- Finalize plans for summer Green Thursday event
- Begin planning 2017 RCC Operating Budget for Public Works and/or other Depts.

June - no meeting planned

July

- Green Thursday summer event – date and topic to be determined
- Finish planning and submit 2017 RCC Operating Budget requests to the Director of Public Works and other Depts.

August

- Begin discussing 2017 projects
- Plan Fall 2016 *Fitchburg Star* article(s)

September

- Green Thursday – topic tba
- **Fall Electronics Recycling/Shred events**
- Provide recommendations for 2017 Solid Waste Collection Rates

October - no meeting planned

- Green Thursday?

November

- Green Thursday?
- Draft 2016 Annual Report and 2017 Calendar of Events
- Begin planning for the 2017 annual RCC event
- Update and add Holiday Recycling Guide to website

December - no meeting planned

- Green Thursday?
- Finalize **2016 RCC Annual Report** and **2017 RCC Calendar of Events**

Other Activities:

1. Promote energy conservation in municipal buildings
2. Promote Green businesses
3. Provide content for and promote **Fitchburg Green Thursdays**

(a) This calendar is intended to serve as a reminder/organizer for known events and is not intended to be all inclusive of RCC's activities.



Item	Recyclable?	Comments to Reduce Waste
Batteries	Recycle Rechargeable batteries in box located in the main entrance of City Hall. Alkaline batteries are <u>not</u> recyclable (put in Green cart)	Purchase rechargeable batteries
Cardboard	Recycle in Blue cart	
Christmas cards & envelopes	Paper: recycle in Blue cart Foil cards/envelopes and photos are <u>not</u> recyclable (put in Green cart)	
Garland	Not recyclable (put in Green cart)	Consider reusing
Gift Boxes	Recycle in Blue cart	Reuse
Gift Wrap	Paper: recycle in Blue cart- Foil gift wrap is <u>not</u> recyclable (put in Green cart)	Consider making your own gift wrap out of newspaper or decorated paper bags; reusing gift wrap; and using gift wrap made with recycled paper
Gift wrap tubes	Recycle in Blue cart	
Lights (strings of decorative lights)	Recycle –for a limited time drop off at: City Hall - Container will be located in main entrance	
Ornaments	Not recyclable (put in Green cart)	If unbroken, consider donating to Saint Vincent De Paul or Goodwill.
Tissue paper	Not recyclable (put in Green cart)	Reuse
Ribbons	Not recyclable (put in Green cart)	Reuse and/or use fabric ribbon that can be reused
Styrofoam (PS) blocks	Recycle - Drop off at Recycling Drop Off Site - 2373 S. Fish Hatchery Rd	
Styrofoam (PS) packing peanuts	Drop-off for re-use at Surplus IT at 901 Watson Ave, Madison	
Tinsel (string or small strands)	Not recyclable (put in Green cart)	Consider reusing
Trees (artificial or flocked)	Not recyclable - buy a Refuse Tag and set out with refuse	If tree in good condition consider donating to Saint Vincent De Paul or Goodwill
Trees (real)	Recycled curbside during 2 scheduled pick-ups in January. All decorating material must be removed	Use for bird shelter during the winter, in the Spring remove the branches and set the branches and trunk curbside for brush pick-up.
Wreaths (real)	Remove the branches from framing-take drop off site at S. Fish Hatchery Rd and put boughs in “yardwaste” and metal or steel framing in “scrap metal”	Compost branches



Item	Reciclable?	Como Reducir los Residuos
Baterias	Recicle las baterías recargables en la caja en la entrada principal del Ayuntamiento. Las baterías alcalinas no son reciclables (poner en el carro verde)	Compre baterías recargables
Carton	Reciclar en el carro azul	
Tarjetas de Navidad y sobres	Papel: Reciclar en el carro azul Tarjetas de papel de aluminio / sobres y fotos no pueden ser reciclados (poner en el carro verde)	
Guirnalda	No reciclable (poner en el carro verde)	Considere la posibilidad de reutilizar
Cajas de Regalo	Reciclar en el carro azul	Reutilizar
Papel de Regalo	Papel: Reciclar en el carro azul Papel de regalo (aluminio) no es reciclable (poner en el carro verde)	Considere la posibilidad de hacer su propio papel de regalo de papel de periódico o bolsas de papel decorados, reutilizar papel de regalo, y el uso de papel de regalo hecho con papel reciclado
Tubos de papel de regalo	Papel: Reciclar en el carro azul	
Luces (cadenas de luces decorativas)	Reciclar-por un tiempo limitado dejara en: Ayuntamiento - Contenedor será ubicado en la entrada principal	
Adornos	No reciclable (poner en el carro verde)	Si son intactos, considere hacer una donación a San Vicente de Paúl o Goodwill.
Papel de Seda	No reciclable (poner en el carro verde)	Reutilizar
Cintas	No reciclable (poner en el carro verde)	Reutilización y/o utilizar cinta de tela que se puede reutilizar
Bloques de espuma de poliestireno (PS)	Recicle - Dejar en el Centro de Reciclaje - 2373 S. Fish Hatchery Rd	
Espuma de poliestireno (PS), los cacahuets de embalaje	Entregar para ser reutilizado en 'Surplus IT' en 901 Watson Ave, Madison	
Oropel (cadena o pequenas hebras)	No reciclable (poner en el carro verde)	Considere la posibilidad de reutilizar
Arboles (artificiales y los flocados)	No reciclable - comprar una etiqueta de basura y se establece con el carro verde	Si son intactos, considere hacer una donación a San Vicente de Paúl o Goodwill.
Arboles (real)	Poner en la acera para ser reciclado durante los 2 días para recoger en Enero. Todo material de decoración se debe quitar	Utilice como refugio de aves durante el invierno, en la primavera eliminar las ramas y tronco, y poner en la acera para el cepillo de recogida.
Coronas (real)	Quite las ramas del corona - deja en el centro de reciclaje en S. Fish Hatchery Rd y poner ramas en "residuos de jardinería" y el metal o acero parte en "basura"	Ramas de compost

November 2, 2015

Subject: Storage of Refuse & Recycling Carts on Private Property

Dear Resident,

Some Wildwood South residents have expressed concerns with neighbors who leave their refuse and recycling carts in plain sight in front of or along the side of their house. Please note that Section 70-92 of Fitchburg's Municipal Code requires that refuse and recycling carts shall not be placed within the front yard or side yard setback of the property, except within 24 hours of a regularly scheduled collection time for refuse or recyclables removal. The carts must also be removed from the curblane and properly stored within 12 hours thereafter.



Examples of improper cart storage

If you have any questions or suggestions related to this topic, please feel free to contact Jack Pearson, our Code Enforcement Officer at jack.pearson@fitchburgwi.gov, 270-4242 or Rick Eilertson, our Environmental Engineer at rick.eilertson@fitchburgwi.gov or 270-4264. Thank you for your assistance in addressing this issue!

Sincerely,

City of Fitchburg



Cory Horton, PE
Director of Public Works / City Engineer

ec: Jack Pearson, Code Enforcement Officer
Rick Eilertson, Environmental Engineer
Tony Hartmann, District 4 Alderman
Wildwood South Neighborhood Association Contacts



Memorandum

To: Yahara WINS Pilot Project Municipal Participants

From: Dave Taylor

Date: October 8, 2015

Subject: Second Draft of the Intergovernmental Agreement for Review and Comment

Thanks for submitting comments on the first draft of the Intergovernmental Agreement (IGA) for the full scale adaptive management project. Your comments were very helpful in developing a second draft of the IGA. I have attached two versions of the 2nd draft of the IGA—a redline/strikeout version showing changes to the first draft, and a clean version. **Please review the 2nd draft and return any comments to me via email by October 23rd.**

A significant number of revisions are reflected in the 2nd draft to ensure consistent use of terminology and to provide greater clarity. Those changes will be evident as you review the attached documents. I do want to call your attention to some of the following, more substantive revisions:

- **Section 1 (Goals of the Group):** A new goal of achieving compliance with WPDES permit requirements related to the Rock River TMDL was added under (e).
- **Section 2 (Members of the Group):** Under (b), additional municipalities could become parties to the Agreement after the date of the Agreement only with the consent of a majority of the Members. Under (c) language has been added stating that each Member’s representative shall have the authority to act of the Member’s behalf.
- **Section 6 (Executive Committee):** Language was added under (b) to make it clear that the Cities and Villages representative to the Executive Committee would be selected by City and Village Members, and that the Town representative to the Executive Committee would be selected by Town Members. The at-large representative will be selected by the group as a whole.

- **Section 8 (Budget):** Under (b) language was added the five year budget will be approved by a majority of Members present in the meeting of the Group in which action on the budget is taken. Under (c) language was added to clarify that the first invoice to Members under the IGA would be for the calendar year 2017.
- **Section 9 (Charges to Members):** This section was substantially revised to:
 - Provide greater clarity on how charges to Members are developed and how those charges can be adjusted. The adjustment process is important as MS4s are at various stages of updating their stormwater modeling and associated plans, and need assurance that charges in Exhibit B will be adjusted based on updated modeling. Wastewater treatment plants and other point sources also need assurance that costs will be adjusted as new information on flow and effluent phosphorus concentrations becomes available.

Note: It is important to emphasize that the charges in Exhibit B are placeholders and that there is a clear process in Section 9 for making adjustments as MS4s update their stormwater modeling work and as new information on flow and effluent phosphorus concentrations become available for wastewater treatment plants. For example, if an MS4 conducts updated stormwater modeling and shows that the required phosphorus reduction is 50% less than the reduction shown in Exhibit B of the IGA, the cost for that MS4 would be reduced by 50%.
 - Explicit language was added that the adaptive management project costs will be reviewed every five years and adjustments (if any) would be made at the start of the next 5 year WPDES permit term. The timing would be done in advance of the timeframe that Members would have to withdraw from the IGA under Section 12, allowing Members to make a fully informed decision regarding continued participation in the IGA.
 - Language has been eliminated that allowed the District to recover costs incurred in advance of the IGA needed to facilitate transition to a full scale adaptive management project. This language is not needed since pilot project participants have expressed a willingness to continue to fund adaptive management activities during the transition year of 2016.
- **Section 11 (Liability of the Executive Committee and/or Group):** Language was added under (b) related to how costs associated with any judicial or administrative proceeding or settlement thereof would be allocated among Members, including the role of the Executive Committee.

- **Section 13 (Adaptive Management Administration):** Language has been added under (a) to ensure that Members will have an opportunity to review and provide comment on the Adaptive Management Plan if the IGA is in effect prior to submittal of the plan to DNR for approval (***Note: if the plan is submitted to DNR prior to execution of the IGA, the District is committed to giving potential IGA members the same opportunity for review and comment***). Language has also been added under (b) stating that Members will also have an opportunity to provide review and comment on any amendments to the plan that may be needed during the WPDES permit renewal process to achieve the project goals and continued approval by DNR.
- **Section 14 (Adaptive Management Permittee Provisions):** Language has been added under (b) that addresses termination, potential transition from adaptive management to water quality trading, and the distribution of verifiable reduction credits to Members.
- **Section 15 (Nondiscrimination):** This is a new section containing nondiscrimination language that is consistent with nondiscrimination language in the current MAMSWAP I&E Intergovernmental Agreement.

**DRAFT INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

10/8/2015 Draft

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

WHEREAS, Wis. Stat. § 283.13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement also intend to contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF THE GROUP.

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan; and
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. Achieving compliance with WPDES permit requirements related to the Rock River TMDL.

2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually).

b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee. Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. The authorizing resolution for each Party to this Agreement shall:

(1) Agree to the terms and conditions of this Agreement and the establishment of the commission created hereunder;

(2) Authorize and direct the appropriate municipal officers of the Member to execute this Agreement on behalf of the Member; and

(3) Indicate how each Member shall appoint the Member's representatives to the Group under Section 2c.

b. A certified copy of the authorizing resolution and a duly executed copy of this Agreement for each Party to this Agreement shall be maintained on file with the Executive Committee.

4. POWERS OF THE GROUP

The Group shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

b. To approve the 5 year and annual budgets under Section 8.

c. To approve the bylaws proposed by the Executive Committee.

d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

5. MEETINGS OF THE GROUP

a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the members of the Group and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

c. Unless otherwise expressly provided by this Agreement, all votes of the Group shall be by a majority of the members of the Group present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. The Members also agree that there is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301(2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee." This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

b. Members of the Executive Committee. The Executive Committee shall be comprised of five members. The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost under Exhibit B. Of the remaining members, one must be from a city or village, one from a

town, and one will be an at large position. Cities and villages will vote to select their representative to the Executive Committee, towns will vote to select their representative to the Executive Committee, and the group as a whole will vote to select the at large representative.

c. Term. The term of the three elected members of the Executive Committee shall be for staggered five year terms and may be reelected by the Group.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Member communities or third parties.

(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have

discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representatives from the District and any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit Compliance. The Executive Committee shall provide written notice to all Members of any proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the adaptive management plan. Such actions include the following: (i) the development or implementation of terms and conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting member.

(h) Meeting. The Executive Committee shall meet no less than quarterly. Additional meetings may be held at the request of any member of the Executive Committee.

7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary and Treasurer shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee and shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all

notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the Executive Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Group and shall have charge of the financial records of the Group. The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with or without cause upon a majority vote of the members of the Executive Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. The 20 year adaptive management cost to Members and the associated annual cost are listed in Exhibit B to this Agreement.

b. Five Year Budget. The Executive Committee shall break down the 20 year Adaptive Management costs into five year intervals corresponding with the estimated permit terms. The Five Year Budget shall be approved by a majority of the Members present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no less than every five years and approved

by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Members of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to members of the Group consistent with the annual cost shown in Exhibit B, subject to any revision consistent with Section 9 of this Agreement on or before December 15 of each year, and payment shall be made on or before February 15 of the upcoming calendar year. The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter.

9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive

management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a

required annual phosphorus reduction that is different than what was used to develop the cost allocation in Exhibit B, the cost for that MS4 member in Exhibit B will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to all years going forward. For example, if data is submitted in 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a true up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward, Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term using the most recent five year average and will be used to calculate a revised cost, which will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

e. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. In addition, they agree to provide an annual summary to the group specifying progress made in achieving the reductions not accomplished through adaptive management.

f. The adaptive management project costs will be reviewed at least 360 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review and upon

approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to members will be made at the start of the next 5 year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting practices.

b. The Executive Committee shall prepare an annual report and provide it to all Members, and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or

Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members.

b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if not such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through binding mediation. The costs are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin with the full execution of this Agreement and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed Executive Committee meeting upon a two thirds vote by Members of the Group to terminate the Agreement at least 270 days prior to the end of a WPDES permit

term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the member has paid its contribution for the five year WPDES permit period.

13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. If this Agreement is in effect prior to the submittal of the Adaptive Management Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR..

b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management. The District will also serve as the primary contract laboratory for analysis of routine parameters (e.g phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

b. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or “credits” achieved through the adaptive management project will be distributed to

Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. § 893.

b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of

the members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all members.

e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective member communities.

i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U.S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives,
have executed this Agreement on the dates set forth below to be effective as of the last date
of execution of the members.

By:

Date of Execution

(signature)

Name _____
(typed name)

Title _____

Address:

DRAFT

Exhibit B: Preliminary Cost Allocations
(Note: Section 9 outlines how preliminary costs can be adjusted)

Member	Required Phosphorus Reduction (lbs/yr)	"Purchased" Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	460	\$22,600
Bristol, Town	412	412	\$20,300
Burke, Town	1,139	1,139	\$56,000
Cottage Grove, Town	635	635	\$31,200
Cottage Grove, Village	240	240	\$11,800
DeForest, Village	837	837	\$41,200
DNR-Fish Hatchery	209	209	\$10,300
Dunkirk, Town	553	553	\$27,200
Dunn, Town	703	703	\$34,600
Fitchburg, City	2,141	2,141	\$105,300
Madison, City	15,836	15,836	\$778,700
Madison, Town	580	580	\$28,500
Maple Bluff, Village	181	181	\$8,900
McFarland, Village	736	736	\$36,200
MG&E ⁽¹⁾	-	-	\$0
Middleton, City ⁽²⁾	2,370	2,370	\$116,500
Middleton, Town	475	475	\$23,300
MMSD (BFC) WWTP	10,444	10,444	\$513,600
Monona, City	862	862	\$42,400
Oregon WWTP	1,619	1,619	\$79,600
Pleasant Springs, Town	432	432	\$21,200
Shorewood Hills, Village	221	221	\$10,900
Stoughton WWTF	109	109	\$5,400
Stoughton, City	229	229	\$11,200
Sun Prairie, City	634	634	\$31,200
University of Wisconsin	431	431	\$21,200
Waunakee, Village	1,091	1,091	\$53,600
Westport, Town	940	940	\$46,200
Windsor, Town	1,351	1,351	\$66,400
⁽¹⁾ MG&E current phosphorus load is less than its TMDL allocated load			
⁽²⁾ Tiedeman pond is included in the City of Middleton phosphorus load			

**DRAFT INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

10/8/2015 Draft

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

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WHEREAS, Wis. Stat. § 283.13_(7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

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WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

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WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

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WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement also intend to contract and work collaboratively with agricultural producers, non-governmental organizations, [county agencies](#) and other entities to advance the Adaptive Management Plan.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF [THE GROUP](#).

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan; and
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. [Achieving compliance with WPDES permit requirements related to the Rock River TMDL.](#)

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2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually).

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b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

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c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee, Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

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3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. The authorizing resolution for each Party to this Agreement shall:

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(1) Agree to the terms and conditions of this Agreement and the establishment of the commission created hereunder;

(2) Authorize and direct the appropriate municipal officers of the Member to execute this Agreement on behalf of the Member; and

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(3) Indicate how each Member shall appoint the Member's representatives to the Group under Section 2c.

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b. A certified copy of the authorizing resolution and a duly executed copy of this Agreement for each Party to this Agreement shall be maintained on file with the Executive Committee.

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4. POWERS OF THE GROUP

The Group shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

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b. To approve the 5 year and annual budgets under Section 8.

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c. To approve the bylaws proposed by the Executive Committee.

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d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

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5. MEETINGS OF THE GROUP

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a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the members of the Group and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

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c. Unless otherwise expressly provided by this Agreement, all votes of the Group shall be by a majority of the members of the Group present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

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6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. The Members also agree that there is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301 (2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee." This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

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b. Members of the Executive Committee. The Executive Committee shall be comprised of five members. The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost under Exhibit B. Of the remaining members, one must be from a city or village, one from a

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town, and one will be an at large position. Cities and villages will vote to select their representative to the Executive Committee, towns will vote to select their representative to the Executive Committee, and the group as a whole will vote to select the at large representative.

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c. Term. The term of the three elected members of the Executive Committee shall be for staggered five year terms and may be reelected by the Group.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Member communities or third parties.

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(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have

discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representatives from the District and any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

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g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit Compliance. The Executive Committee shall provide written notice to all Members of any proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the adaptive management plan. Such actions include the following: (i) the development or implementation of terms and

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conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any

Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting member.

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(h) Meeting. The Executive Committee shall meet no less than quarterly.

Additional meetings may be held at the request of any member of the Executive Committee.

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7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary and Treasurer shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee and shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all

notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the [Executive](#) Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the [Group and shall](#) have charge of the financial records of the [Group](#). The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with or without cause upon a majority vote of the members of the [Executive](#) Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. [The 20 year adaptive management costs to Members and the associated annual cost are listed in Exhibit B to this Agreement.](#)

b. Five Year Budget. The Executive Committee shall break down the [20 year Adaptive Management](#) costs into five year intervals corresponding with the estimated permit terms. [The Five Year Budget shall be approved by a majority of the Members present in the meeting of the Group in which action on the Project Budget is taken.](#) [The Five Year](#) Budget shall be updated no less than every five years and approved

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by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Members of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to members of the Group on or before December 15 of each year, and payment shall be made on or before February 15 of the upcoming calendar year. The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter.

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9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

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(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a required annual phosphorus reduction that is different than what was used to develop the

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cost allocation in Exhibit B, the cost for that MS4 member in Exhibit B will be adjusted as follows:

$$\frac{\text{Exhibit B Cost}}{\text{Initial phosphorus reduction (lbs/yr)}} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to all years going forward. For example, if data is submitted in 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a true up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\frac{\text{Exhibit B Cost}}{\text{Initial phosphorus reduction (lbs/yr)}} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward. Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term

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using the most recent five year average and will be used to calculate a revised cost, which will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

e. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. In addition, they agree to provide an annual summary to the group specifying progress made in achieving the reductions not accomplished through adaptive management.

f. The adaptive management project costs will be reviewed at least 360 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review and upon approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to

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members will be made at the start of the next 5 year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting practices.

b. The Executive Committee shall prepare an annual report and provide it to all Members, and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members.

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b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if not such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through binding mediation. The costs are to be borne equally by each Member to the mediation.

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12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin with the full execution of this Agreement and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed Executive Committee meeting upon a two thirds vote by Members of the Group to terminate the Agreement at least 270 days prior to the end of a WPDES permit term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

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c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a 5 year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the member has paid its contribution for the five year WPDES permit period.

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13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. If this Agreement is in effect prior to the submittal of the Adaptive Management Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR.

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b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management.

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The District will also serve as the primary contract laboratory for analysis of routine parameters (e.g phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

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14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus

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control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

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b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

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b. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or “credits” achieved through the adaptive management project will be distributed to Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

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d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. § 893.

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b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of the members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

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d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all members.

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e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

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g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

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h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective member communities.

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i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U.S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the dates set forth below to be effective as of the last date of execution of the members.

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By:

Date of Execution

(signature)

Name _____
(typed name)

Title _____

Address:

Exhibit A (Map of the Yahara Watershed)

Rock River TMDL Reaches

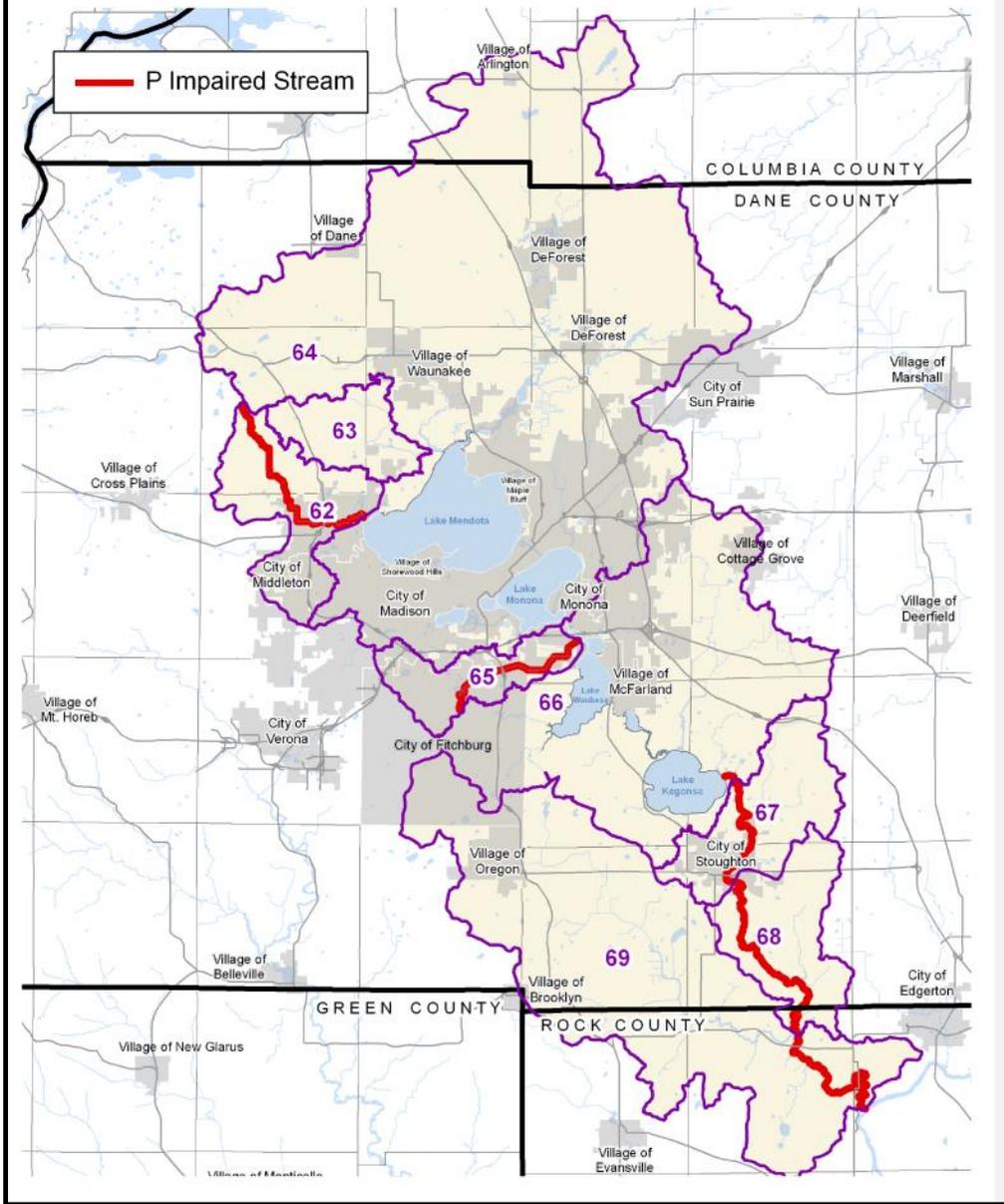


Exhibit B: Preliminary Cost Allocations

(Note: Section 9 outlines how preliminary costs can be adjusted)

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Entity	Annual Cost Allocation
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Blooming Grove, Town	
Bristol, Town	
Burke, Town	
Burke, Town	
Cottage Grove, Town	
Cottage Grove, Village	
DeForest, Village	
DNR-Fish Hatch	
Dunkirk, Town	
Dunn, Town	
Fitchburg, City	
Madison, City	
Madison, Town	
Maple Bluff, Village	
McFarland, Village	
MG&E	
Middleton, City	
Middleton, Town	
Middleton-Tiedeman Pond	
MMSD (BFC) WWTP	
Monona, City	
Oregon WWTP	
Pleasant Springs, Town	
Shorewood Hills, Village	
Stoughton WWTP	
Stoughton, City	
Sun Prairie, City	
Waunakee, Village	
Westport, Town	
Windsor, Town	

Member	Required Phosphorus Reduction (lbs/yr)	"Purchased" Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	460	\$22,600
Bristol, Town	412	412	\$20,300
Burke, Town	1,139	1,139	\$56,000
Cottage Grove, Town	635	635	\$31,200
Cottage Grove, Village	240	240	\$11,800
DeForest, Village	837	837	\$41,200
DNR-Fish Hatchery	209	209	\$10,300
Dunkirk, Town	553	553	\$27,200
Dunn, Town	703	703	\$34,600
Fitchburg, City	2,141	2,141	\$105,300
Madison, City	15,836	15,836	\$778,700
Madison, Town	580	580	\$28,500
Maple Bluff, Village	181	181	\$8,900
McFarland, Village	736	736	\$36,200
MG&E ⁽¹⁾	-	-	\$0
Middleton, City ⁽²⁾	2,370	2,370	\$116,500
Middleton, Town	475	475	\$23,300
MMSD (BFC) WWTP	10,444	10,444	\$513,600
Monona, City	862	862	\$42,400
Oregon WWTP	1,619	1,619	\$79,600
Pleasant Springs, Town	432	432	\$21,200
Shorewood Hills, Village	221	221	\$10,900
Stoughton WWTP	109	109	\$5,400
Stoughton, City	229	229	\$11,200
Sun Prairie, City	634	634	\$31,200
University of Wisconsin	431	431	\$21,200
Waunakee, Village	1,091	1,091	\$53,600
Westport, Town	940	940	\$46,200
Windsor, Town	1,351	1,351	\$66,400
⁽¹⁾ MG&E current phosphorus load is less than its TMDL allocated load			
⁽²⁾ Tiedeman pond is included in the City of Middleton phosphorus load			

