

## NOTICE

**Municipal Services Committee**  
Regular Meeting  
Tuesday, December 29th, 2020 at 5:00 pm

Due to social distancing guidelines this meeting will be conducted via web conference at: [meet.google.com/azn-xmxx-fyf](https://meet.google.com/azn-xmxx-fyf). The public may also use the teleconference option at +1 (650)-449-9224 then enter conference pin: 781 905 326#

## AGENDA

1. Call meeting to order.
2. Roll call.
3. Civility Reminder.
4. Motion to approve the agenda as presented.
5. Motion to waive the reading and approve the minutes as printed from the November 24th, 2020 regular Municipal Services meeting.
6. Citizen Appearances other than agenda items.
  - a. 411 E. Main St. - Snow Removal
7. Director's Report
  - a. Parks and Recreation Report
  - b. Emergency Action Plan Section Addition - Load Shedding
  - c. AMI Project (Placeholder)
    - (1) Current AMI Count Remaining- Elec: **0** Water: 281
  - d. Lake Leota Dam Update (Placeholder)
  - e. Bridge Inspection (Placeholder)
  - f. 5G Installation – Update
  - g. Equipment Purchase Change
  - h. Public Works Mutual Aid Agreement
  - i. Utility Processing Fees and Late Charges
  - j. Municipal Service's Position Changes
  - k. Arbor Day Tree Program – Developers Use
8. City Engineer Report
  - a. Sub-division / Development Update
  - b. Inflow and Infiltration Study (Placeholder)
  - c. Roadway Construction & Other Project Updates (Placeholder)
    - i. First & Second St Projects
    - ii. 6<sup>th</sup> & Badger Roundabout
    - iii. Sidewalks
9. Administrative Staff's Report
  - a. Non-Collectable Utility Accounts Review (Placeholder)

10. WPPI

- a. Amy Wanek – ESR Report
- b. 2021 Action Plan
- c. WPPI Board Report

11. Old Business

12. New Business

13. Upcoming Meeting Date, January 26th, 2021 at 5:00 pm

14. Adjourn

James Brooks, Committee Chair

*Please turn off all cell phones and electronic devices before meeting commences. If you have any special accessibility issues please contact Evansville City Hall at 608-882-2266 prior to the scheduled meeting. Thank you.*

**NOTICE****Municipal Services Committee**  
Regular Meeting  
Tuesday, November 24th, 2020 5:00 pm

Due to social distancing guidelines this meeting will be conducted via web conference at: [meet.google.com/azn-xmxx-fyf](https://meet.google.com/azn-xmxx-fyf). The public may also use the teleconference option at +1 (650)-449-9224 then enter conference pin: 781 905 326#

**Minutes****1. Call meeting to order.**

Brooks called the meeting to order at 5pm

**2. Roll call.**

Jim Brooks, Ben Ladick and Gene Lewis were in a attendance. Also present were: Mayor Bill Hurtley, Ian Rigg, Chad Renly, Leah Hurtley, Brian Berquist, Kerry Lindroth, Dale Roberts, Jason Sergeant & Amy Wanek.

**3. Civility Reminder.****4. Motion to approve the agenda as presented.**

Ladick/Lewis Motion Passed 3-0

**5. Motion to waive the reading and approve the minutes as printed from the October 27th, 2020 regular Municipal Services meeting.**

Ladick/Lewis Motion Passed 3-0

**6. Citizen Appearances other than agenda items.**

None

**7. Director's Report****a. Parks and Recreation Report**

Renly has been looking into various options for brining internet into Lake Leota Park. Renly stated that he has priced out options with US Cellular, Charter & AT&T. Cellular data was the most feasible option, however, the recommended Cradle Point with either cellular company required a cloud management Fee of \$1,200 per year plus equipment costs and data. Renly is leaning toward going with an individual hotspot and LTE based Cameras for security. While overall yearly cost of the options are similar, using dedicated devices requires a lower initial setup cost and less equipment to maintain overtime.

**b. Emergency Action Plan Section Addition - Load Shedding**

Renly stated that he has been working with the utilities largest power users to create individual action plans. Renly said that so far the only completed information to come back is Baker Manufacturing. He sent out an additional reminder to the other customers and will hopefully receive responses before the end of the year.

**c. AMI Project (Placeholder)**

**(1) Current AMI Count Remaining- Elec: 0 Water: 281**

Renly stated that the utility converted the last electric meter to AMI and is now complete. Water meters are still on hold for the time being due to COVID.

**d. Lake Leota Dam Update (Placeholder)**

Renly talked about Jewel and Associates working on the plans for the dam to submit to the DNR. He currently has a meeting set to meet with the structural engineer to go over the dams repairs.

**e. Bridge Inspection (Placeholder)**

No update, these are still expected to take place early Spring 2021

**f. 5G Installation – Update**

Renly went over a descriptive overview of the highlights in the Master Lease Agreement and explained why some areas of the agreement were removed. Removal of these sections give the City more flexibility and control over any future changes without requiring an entirely new MLA to be drafted. Renly mentioned that Mark Kopp has reviewed the agreement and stated that overall the agreement is fair and favors the City. Sergeant asked about previous discussions of adding verbiage into the MLA that was found to be lacking in the current City ordinance. Renly stated that certain aspects of the current ordinance do not apply to facilities installed on existing utility owned infrastructure and applies to applications of new Cellular owned structures being placed in ROW. Sergeant and Renly will discuss these details more as it relates to permitting and Planning Committee approval before the next Planning meeting.

**g. Motion to recommend to Common Council the approval of the MLA (Master Lease Agreement) with US Cellular for the installation of 5G small cell node pole attachments in Evansville.**

Ladick/Lewis Motion Passed 3-0

**h. New Utility Permit**

Renly stated that this new permit will give the City much more information than the existing permit gives currently. Renly mentioned that Mark Kopp had already looked over the document and had no issues with any of the new language. Brooks stated that as long as the City is gathering needed information he sees no issue with proceeding with its use.

**i. Council Chambers Virtual Meeting Space – Update**

Sergeant stated that the HVAC technician from RA Heating & Cooling came out to look at ways to reduce the amount of noise coming from the HVAC Unit located in the Judge's Chambers. Renly said he had received a quote from RA, their recommendation was to remove a section of duct from in-between the grille and furnace and replace with an insulated gooseneck. The total quote for this work was \$743.00

**j. Multimodal Pathway Signage & Roadway Markings**

Renly discussed the issue that was brought up at the November MSC meeting regarding a vehicle traveling down the new multimodal pathway. Renly said that there was existing signage located at every entrance of the pathway. However, the existing signs (no motor vehicles) may not be highly visible from the roadway to drivers until they are on the path. Renly showed several ideas that he would like to implement in the Spring including trail crossing signage as well as trail crossing specific painted hatching to help indicate to motorists of the trail location. This should help clear up any confusion to motorists that it's a trail and not a driveway or a roadway.

**k. Motion to recommend to Common Council the Sketchworks Architecture contract for the design and construction oversight of the municipal services garage extension.**

Renly began by discussing the that he had received quotes from both Sketchworks as well as Angus Young for the project. Angus Young had not made a comparable bid to Sketchworks given the parameters that were given to both companies. Sketchworks was much more detailed and stayed within the parameters that were given. After sifting through and comparing the two side by side, Sketchworks' quote came in much cheaper for the design and construction oversight of the Municipal Services building expansion project.

Ladick/Lewis 3-0 Motion Passed

**8. City Engineer Report**

**a. Sub-division / Development Update**

Berquist reported that Westfield is almost finished with the last phase of the development. The last section of the 7<sup>th</sup> St. extension as well as the Porter Rd. project is anticipated to be started in 2021 as part of the Windmill Ridge Development.

**b. Inflow and Infiltration Study (Placeholder)**

Nothing new to report

**c. Roadway Construction & Other Project Updates**

**i. First & Second St Projects**

Berquist stated that they are currently working on the concept drawings and getting them put together. Berquist & Renly are discussing the projects and will be talking with the Town of Union to discuss the areas that are beyond the City limits.

**ii. 6<sup>th</sup> & Badger Roundabout**

This is still being worked on as part of the above 1<sup>st</sup> & 2<sup>nd</sup> St projects.

**iii. Sidewalks**

Berquist said that the contractor was not able to get all of the repairs done in time. Moving forward the City will add any sidewalk work as a separate bid item from the contractors as part of the larger street reconstruction projects. The grinding along Maple & Madison St was completed, however, none of the ADA ramps were fixed.

## 9. Administrative Staff's Report

### a. Non-Collectable Utility Accounts Review

Renly stated that the total number of tenant accounts was \$21,398.89 and the total number of owner accounts was \$37,352.34 bringing the total amount sent to tax roll to \$58,751.23. Brooks said that he would like to continue to see this list continue as an ongoing agenda item.

## 10. WPPI Report

### a. Amy Wanek

Wanek mentioned that Stoughton Trailers is discussing large scale PV for their plant locations. She will be collecting energy data and have it ready for a future meeting with them to discuss. Wanek also stated that she has been in contact with the Highschool to discuss grant money to potentially improve or repair the existing geothermal system that is no longer working. The committee discussed the 2021 Action Plan, the committee reviewed the existing 2020 Action plan and discussed what could be added. Wanek will be working on drafting the new 2021 Action plan and have it completed before the new year.

Wanek supplied a spreadsheet with the available funds left for 2020. The committee discussed where the remaining funds should go. The breakdown of those funds is as follows:

Community Funds: \$1,500 remaining

\$500 – ECP

\$500 – Creekside

\$500 – Chamber of Commerce

Economic Development Funds: \$1,000 remaining

\$1000 to be paid to AWARE to provide lunches for school kids

Customer Service & Branding: \$11,922.69 remaining

It was decided that the parking lot lights at Creekside as well as the Montgomery Parking Lot lights would be replaced with more efficient LED lights. After the cost of the new light heads the remaining balance would go to Recharge.

### b. 2021 WPPI Legislative Rally March 1<sup>st</sup> & 2<sup>nd</sup>

Brooks state that the APPA legislative Rally will be held virtually in 2021 due to COVID. If anyone would like to register for the two day event emails must be sent to Rebecca Kraemer at WPPI no later than Friday, January 8<sup>th</sup>. Brooks stated that during the virtual meetings 1-2 people will be nominated to speak at each meeting to discuss our agenda topics. The agenda and other information for the event can be found at the following link: <https://www.publicpower.org/event/legislative-rally>

**11. Old Business**

None

**12. New Business**

None

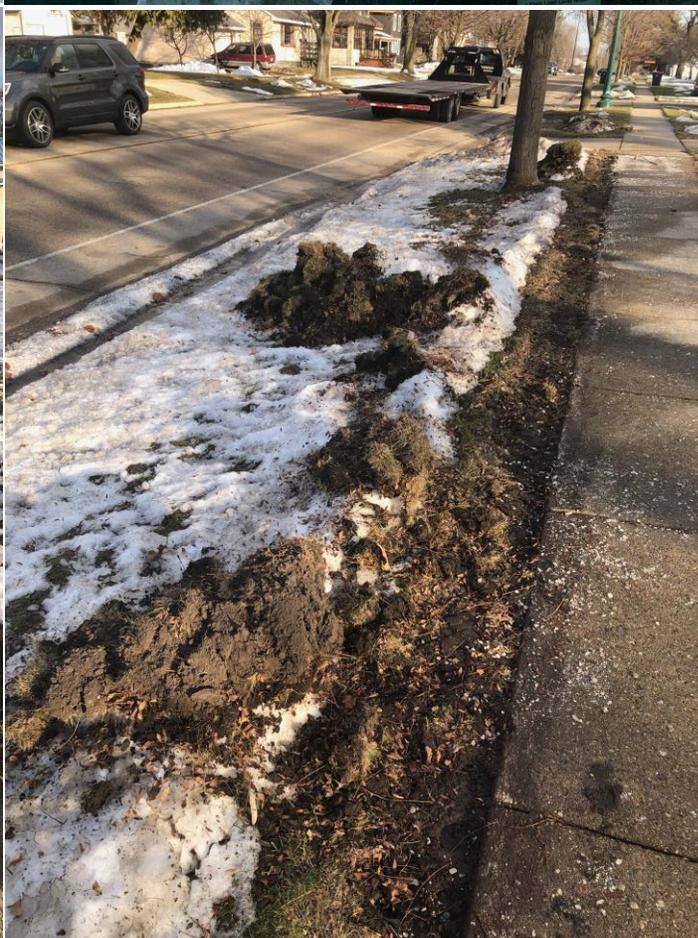
**13. Upcoming Meeting Date, December 29th, 2020 5:00 pm**

**14. Adjourn**

Laddick – Lewis at 6:35pm

James Brooks, Committee Chair

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## City of Evansville

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[www.ci.evansville.wi.gov](http://www.ci.evansville.wi.gov)

31 S Madison St  
PO Box 529  
Evansville, WI 53536  
(608) 882-2266

Uriah Monday  
Dept. of Natural Resources, Wisconsin  
3911 Fish Hatchery Rd  
Fitchburg, WI 53711

RE: Municipal Dam Grant Submittal Extension Request  
Lake Leota Dam, City of Evansville

Dear Uriah Monday,

The City of Evansville is requesting an extension to the original December 11, 2020 deadline for submitting plans and specifications for the Lake Leota Dam repair project. Work on the project has been slowed by several factors including COVID related work inefficiencies. We request the deadline be extended to January 29, 2021. Thank you for your consideration of this request.

Sincerely,

*Chad A. Renly*

Chad A. Renly  
Municipal Services Director  
City of Evansville



Quote Date : 12/7/2020

\* Pricing is valid through the end of the month

**Dealer Information**

**Name :** Bobcat of Janesville  
**Address :** 4000 Newville Rd  
**City :** Janesville  
**State :** WI  
**Zip Code :** 53545  
  
**Salesperson :**  
**Email :**

**Machine Information**

**Model Number :** 5600T T4  
**Serial Number :** AHG818055  
**Delivery Date :** 10-Dec-20

**24/2000 Full**

Extended Warranty Plan Price : \$1500

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**Extended Warranty Price : \$1500**  
**Cost Per Hour : \$0.75**  
**Cost Per Month : \$62.50**

**24/3000 Full**

Extended Warranty Plan Price : \$2100

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**Extended Warranty Price : \$2100**  
**Cost Per Hour : \$0.70**  
**Cost Per Month : \$87.50**

**24/4000 Full**

Extended Warranty Plan Price : \$3000

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**Extended Warranty Price : \$3000**  
**Cost Per Hour : \$0.75**  
**Cost Per Month : \$125.00**

**24/5000 Full**

Extended Warranty Plan Price : \$4200

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**Extended Warranty Price : \$4200**  
**Cost Per Hour : \$0.84**  
**Cost Per Month : \$175.00**

**36/2000 Full**

Extended Warranty Plan Price : \$2500

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**Extended Warranty Price : \$2500**  
**Cost Per Hour : \$1.25**  
**Cost Per Month : \$69.44**

**36/3000 Full**

Extended Warranty Plan Price : \$3600

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**Extended Warranty Price : \$3600**  
**Cost Per Hour : \$1.20**  
**Cost Per Month : \$100.00**





Quote Date : 12/7/2020

\* Pricing is valid through the end of the month

**36/4000 Full**

Extended Warranty Plan Price : \$5000

**Extended Warranty Price : \$5000**

**Cost Per Hour : \$1.25**

**Cost Per Month : \$138.89**

**36/5000 Full**

Extended Warranty Plan Price : \$7000

**Extended Warranty Price : \$7000**

**Cost Per Hour : \$1.40**

**Cost Per Month : \$194.44**

**48/2000 Full**

Extended Warranty Plan Price : \$3200

**Extended Warranty Price : \$3200**

**Cost Per Hour : \$1.60**

**Cost Per Month : \$66.67**

**48/3000 Full**

Extended Warranty Plan Price : \$4500

**Extended Warranty Price : \$4500**

**Cost Per Hour : \$1.50**

**Cost Per Month : \$93.75**

**48/4000 Full**

Extended Warranty Plan Price : \$6200

**Extended Warranty Price : \$6200**

**Cost Per Hour : \$1.55**

**Cost Per Month : \$129.17**

**48/5000 Full**

Extended Warranty Plan Price : \$8700

**Extended Warranty Price : \$8700**

**Cost Per Hour : \$1.74**

**Cost Per Month : \$181.25**

**60/2000 Full**

Extended Warranty Plan Price : \$4000

**Extended Warranty Price : \$4000**

**Cost Per Hour : \$2.00**

**Cost Per Month : \$66.67**

**60/3000 Full**

Extended Warranty Plan Price : \$5600

**Extended Warranty Price : \$5600**

**Cost Per Hour : \$1.87**

**Cost Per Month : \$93.33**





Quote Date : 12/7/2020

\* Pricing is valid through the end of the month

**60/4000 Full**

Extended Warranty Plan Price : \$7800

**Extended Warranty Price : \$7800**

**Cost Per Hour : \$1.95**

**Cost Per Month : \$130.00**

**60/5000 Full**

Extended Warranty Plan Price : \$10900

**Extended Warranty Price : \$10900**

**Cost Per Hour : \$2.18**

**Cost Per Month : \$181.67**



ToolCAT Option	2020	2021	2022	Residual Depreciation	Cost Total
Every Year Purchase	\$1,800.00	\$2,400.00	\$3,000.00		\$7,200.00
3 Yr Extended Warranty	\$1,800.00	\$2,500.00		\$750.00	\$5,050.00
If a newer model comes out at a higher purchase point making the existing model have a higher depreciation rate, the City would need to eat that difference in cost.				Difference:	\$2,150.00
				Avg. Upfit Cost Savings:	\$3,000.00
				Total Savings:	\$5,150.00

## Public Works Emergency Response Mutual Aid Agreement

This Public Works Emergency Response Mutual Aid Agreement (hereinafter "Agreement") is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their powers on a basis of mutual cooperation; and

WHEREAS, municipalities are geographically vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, the parties to this Agreement and the State of Wisconsin have recognized the importance of coordination and cooperation between local governments; and

WHEREAS, pursuant to Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies.

THEREFORE, pursuant to Section 66.0301 of the Wisconsin Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies, and any other resources needed to respond to a disaster.

B. "AUTHORIZED REPRESENTATIVE" means a party's employee or his/her designated representative who has been authorized, in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement. The list of Authorized

Representatives and, where required, designated representatives, for each party shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each party and attached to this Agreement listing the equipment, personnel/positions and other resources a party has available for aid and assistance.

E. "PARTY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative or the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

G. "RECIPIENT" means the party setting forth a request for aid and assistance to another party (the "Provider"). The Recipient shall be represented by the Authorized Representative of the party for which aid and assistance is requested.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal Agreement, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for a party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. In addition, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under

this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of *any* third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

### **SECTION III: SEMI-ANNUAL REVIEW**

The authorized representatives of each party shall meet semi-annually to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement.

### **SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless Recipient deems the resources available within the stricken area inadequate. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) **Services:** Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;
- (3) **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which aid and assistance are needed (water/sewer, storm water systems, streets) and the type of aid and assistance needed;
- (4) **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services;

(6) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

## **SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient by a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement);
- (3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's contact person/coordinator personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any party to this Agreement to provide aid and assistance to any Recipient. Each party has the right to reject any request for aid and assistance .

## **SECTION VI: SUPERVISION AND CONTROL**

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

- (1) Have the authority to assign work and establish work schedules for Provider's personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Recipient is ultimately in control of supervising personnel of both Recipient and Provider as necessary to comply with the workers compensation laws of Wisconsin and Section X of this Agreement.

**SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of twenty-four (24) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The twenty-four hour period and any other agreed upon time periods shall start when the aid and assistance depart from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance return to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section 11 of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT**

A. **PERSONNEL** - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. **PROVIDER'S TRAVELING EMPLOYEE NEEDS** - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. **EQUIPMENT** - Provider shall document the use of its equipment during the period of aid and assistance including, without limitation, all repairs to its equipment as determined necessary by its on-site contact person/coordinator to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

D. **MATERIALS AND SUPPLIES** - Provider shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. **REIMBURSEMENT OF COSTS** - Provider's costs as documented in this Section will only be reimbursed by Recipient if Recipient receives a monetary benefit, grant or disaster funding from a third party including, but not limited to, federal or state disasterrelief.

## **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

## **SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own employees.

## **SECTION XI: IMMUNITY**

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Wisconsin law and all grants of immunity pursuant to Section 893.80 of the Wisconsin Statutes shall apply.

## **SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Recipient (as indemnitor) agrees to protect, defend, indemnify, and hold harmless all providers (as indemnitees), and their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs or litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Recipient (indemnitor) further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at recipient's (indemnitor's) sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

## **SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

A. MANNER - This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

B. ADDITION OF OTHER ENTITIES - Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending the executed Agreement to all parties; and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

## **SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may

withdraw from the Agreement at any time by written notification served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

**SECTION XV: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

**SECTION XVI: SEVERABILITY - EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid.

Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVII: EFFECTIVE DATE**

This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**SECTION XVIII: SIGNATURES OF ALL PARTIES TO THE AGREEMENT**

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Date

**SERVICE DATE**  
**Dec 23, 2020**

PSC REF#: 402137

Sec. 7I

Public Service Commission of Wisconsin  
RECEIVED: 12/23/2020 1:55:01 PM

**PUBLIC SERVICE COMMISSION OF WISCONSIN**

Investigation on the Commission's Own Motion to Ensure Safe, Reliable and Affordable Access to Utility Services During Declared Public Health Emergency for COVID-19

5-UI-120

**SUPPLEMENTAL ORDER — THIRD**

This is the Supplement Order – Third in the investigation on the Commission's own motion to ensure safe, reliable, and affordable access to utility services during the declared public health emergency for COVID-19. This Supplemental Order – Third extends deadlines relating to waivers of credit card convenience fees, requests for waivers of certain tariff provisions, and deadline tolling extension requests that were previously addressed in Supplemental Order – Second Order Points 7, 8 and 11. ([PSC REF#: 392763](#).)

**Background**

In its June 26, 2020, Supplemental Order – Second, Order Point 7 ([PSC REF#: 392763](#)), the Commission lifted the temporary provision related to credit card fee waivers effective December 31, 2020. The Commission clarified that utilities were allowed to choose to cease waiving credit card convenience fees at an earlier date than December 31, 2020 upon submission of a request to the Commission. In addition, Order Point 8 of Supplemental Order – Second delegated authority to Division Administrators of the Division of Digital Access, Consumer and Environmental Affairs (DACEA), the Division of Energy Regulation and Analysis (DERA), and the Division of Water Utility Regulation and Analysis (DWURA) to approve, deny, or elevate as appropriate requests for temporary waivers of tariff provisions until December 31, 2020. ([PSC REF#: 392763](#)). Finally, Order Point 11 of Supplemental Order – Second delegated authority to

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Division Administrators of DACEA, DERA, and DWURA to grant deadline tolling and extension requests until December 31, 2020. ([PSC REF#: 392763](#)).

Commission staff have reviewed all requests made to date regarding temporary waivers of credit card convenience fees and tariff provisions, and requests to grant deadline tolling and extensions, as summarized in the Commission staff's memorandum of December 14, 2020. ([PSC REF#: 402068](#)). The Commission discussed this matter at its open meeting of December 22, 2020.

### **Opinion**

The Commission has jurisdiction under Wis. Stat. § 196.02(1) to regulate every public utility in this state and to do all things necessary and convenient to its jurisdiction. Wisconsin Stat. § 196.70 authorizes the Commission to temporarily alter or amend any existing rates, schedules, or orders. The Commission has discretion to determine when circumstances no longer warrant the temporary tariff alterations, and to prescribe for how long the order will be in effect. Wis. Stat. §§ 196.40 and 196.70(2). In making such alterations, the Commission also exercises its discretion under Wis. Adm. Code §§ PSC 113.01(2), PSC 134.01(2), and PSC 185.11(4) to adopt requirements that are greater, lesser, or different from the requirements otherwise applicable under the administrative code, based upon considerations relating to “exceptional or unusual situations.”

### **Credit Card Convenience Fee Waivers**

To continue to encourage the use of online payment, the Commission finds it reasonable to allow utilities to waive credit card convenience fees until further order of the Commission or until the utility notifies the Commission it intends to discontinue waiving the fees. Utilities

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wishing to begin waiving credit card convenience fees shall contact the Commission to request to opt-in to waiving fees. The Commission will provide a temporary tariff provision that indicates the waiver is in effect.

Utilities that already have a temporary credit card fee waiver tariff on file with the Commission, and have not submitted a request to eliminate their temporary tariff provision, will continue to waive the credit card waiver fees until further order of the Commission or until the utility notifies the Commission it intends to discontinue waiving the fees. Any utility currently waiving credit card convenience fees that intends to discontinue the waiver on December 31, 2020 shall submit a request to the Commission to eliminate the temporary tariff provision.

The Commission makes its determination based on the fact that waiving credit card convenience fees may continue to provide some relief and convenience to customers in the upcoming months and flexibility to utilities in their ongoing efforts to protect customers and staff during the COVID-19 pandemic.

### **Delegation to Grant Temporary Waivers of Tariff Provisions**

In its March 24, 2020 Order, the Commission granted delegated authority to the Division Administrators of DACEA, DERA, and DWURA for temporary waivers of tariff provisions. Since that time, the Commission has not received any requests for temporary waivers of tariff provisions.

To allow flexibility in utilities' ongoing efforts to protect the health of customers and staff, the Commission finds it reasonable to extend the delegation to grant temporary tariff waiver requests until further order of the Commission.

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### **Delegation to Grant Deadline Tolling and Extension Requests**

The Commission finds it reasonable to delegate authority to the Division Administrators of DACEA, DERA, and DWURA to grant deadline tolling and extension requests, except for under circumstances that would compromise public safety or provision of essential service, in which case the Administrator would be required to elevate a request to the full Commission until further order of the Commission.

The Commission bases its determination on the fact that continuing the delegation of decisions on COVID-19 related utility deadline tolling and extension requests beyond December 31, 2020 may help provide flexibility to utilities in their ongoing efforts to protect customers and staff during the COVID-19 pandemic.

### **Order**

1. Order Point 7 of Supplemental Order – Second in this docket authorizing utilities to waive credit card convenience fees, is extended until further order of the Commission. Utilities with a temporary credit card convenience fee waiver tariff on file with the Commission and utilities that intend to request a waiver going forward, may waive credit card convenience fees until further order of the Commission or until the utility notifies the Commission it intends to discontinue waiving the fees.

2. Order Point 8 of Supplemental Order – Second in this docket, delegation of authority to the Division Administrators to approve, deny, or elevate as appropriate requests for temporary waivers of certain tariff provisions, is extended until further order of the Commission.

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3. Order Point 11 of Supplemental Order – Second in this docket, delegating authority to the Division Administrators to grant deadline tolling and extension requests, is extended until further order of the Commission.

4. This order takes effect immediately upon service.

5. Jurisdiction is retained.

Dated at Madison, Wisconsin, the 23<sup>rd</sup> day of December, 2020.

By the Commission:

A handwritten signature in cursive script that reads "Steffany Powell Coker". The signature is written in black ink and is positioned below the text "By the Commission:".

Steffany Powell Coker  
Secretary to the Commission

SP: DL:01777660

## Q: How long may a utility continue to waive credit card fees for its customers using the temporary tariff established under 5-UI-120?

A: If a utility has in effect a Commission approved, temporary tariff, the utility may continue to waive credit card processing fees until December 31, 2020. If a municipal utility would like to continue to offer this option to its customers after that date, it has two options:

1. No rate recovery. The utility may continue to waive credit card processing fees without a tariff, but no recovery of these costs would be allowed in its O&M budget until the utility's next rate proceeding. In this scenario, the utility would use its surplus to cover credit card processing costs.
2. Rate case. If a utility would like to recover the costs of credit card processing fees in its O&M budget, the utility could make that request in its next rate proceeding.

## Q: How should a utility inform the Commission that it wants to lift the temporary provisions related to the waiver of credit card convenience fees?

A: If a utility takes no action, the waiver of credit card convenience fees will be automatically lifted on December 31, 2020. If a utility prefers an earlier date, the utility should file its request letter on the PSC's Electronic Records Filing (ERF) system under the docket that approved the utility's request to waive the fees.

- **If your utility has more than one service type and filed separate dockets for the credit card fee waiver, you must file a separate request letter under each docket. The name of the ERF submission should be:**
  - *"Request to Opt Out of the Temporary Service Rules Waiving Credit Card Fees in Response to COVID-19 – Water"*
  - *"Request to Opt Out of the Temporary Service Rules Waiving Credit Card Fees in Response to COVID-19 – Electric"*
  - *"Request to Opt Out of the Temporary Service Rules Waiving Credit Card Fees in Response to COVID-19 – Gas"*
- The request letter must include the preferred effective date and an estimation of the credit card transaction fees that were waived during the authorized time period. If the utility has more than one service type (ie. water and electric), the letter must indicate which service type and fees the request pertains to.
- By default, the waiver will be lifted for all utilities effective December 31, 2020 unless otherwise requested by the utility. For utilities whose waiver is lifted effective December 31, 2020, Commission staff will request an estimation of the credit card transaction fees that were waived during the authorized period.

## **Q: When can a utility resume assessing late fees?**

A: Beginning July 15th, a utility may resume assessing late fees, but only on amounts incurred beginning on July 15 or later. The utility would not apply late fees to amounts incurred during the period from March 24, 2020 to July 14, 2020.

## **Q: What if our billing system does not allow us to select certain months or a specific time period for removing or assessing late fees?**

A: A utility could elect to continue to waive late fees in a non-discriminatory manner and could select an end date that works best with its system or bill cycle, up until April 15, 2021.

The billing system should not be a concern for utilities that assess a one-time late payment charge, as they would just begin assessing late fees again on use that occurred July 15 or later.

Utilities that bill the one percent monthly late fee might choose to "turn on" late payment charges, calculate the amount of those charges that pertain to use incurred between March 24 and July 14, and place a line item credit (COVID Late Payment Fee Credit) on the bill in that amount.

Utilities may also wish to isolate remaining amounts outstanding that were incurred between March 24 and July 14 for billing purposes, so the monthly charge is not applied to those amounts once turned on.

Utilities using tax roll that are unable to waive late fees for this period may wish to request to waive late fees until after tax roll collections. The utility may consider whether it has the ability to prorate late fees as of a certain date, similar to when a new rate becomes effective. Please contact a PSC Consumer Analyst at with any [pscconsumeraffairsmail@wisconsin.gov](mailto:pscconsumeraffairsmail@wisconsin.gov) with any implementation questions.

## **Q: Are utilities allowed to continue to waive late fees beyond July 15, 2020?**

A: Utilities may elect to continue to waive late fees in a non-discriminatory manner until April 15, 2021. Previously, utilities were permitted to optionally waive late fees in a non-discriminatory manner until December 31, 2020. In the Commission's October 29, 2020 Order, this deadline was extended to April 15, 2021. (PSC REF#: 399114). This does not mean the utility must waive late fees until April 15; it means April 15 is the last date a utility may waive fees. The utility should file its notification letter on the PSC's Electronic Records Filing (ERF) system. Please upload the notification letter to ERF under docket 5-UI-120, and include the date you will resume assessing late fees.

ADDITIONAL SCHEDULE "A" TO THE PSN SERVICE AGREEMENT BETWEEN City of Evansville, WI AND PSN

Date of Agreement: 06/23/2020

Fill out sections I, II and III

**I. CORPORATE OFFICE INFORMATION**

Contact Name:	Ian Rigg	Business Legal Name:	City of Evansville, WI
Address:	31 S. Madison St.	City, State, ZIP:	Evansville, WI 53536
Telephone:	608-882-2266	Fax:	608-282-2282
Email:	<a href="mailto:Ian.Rigg@ci.evansville.wi.gov">Ian.Rigg@ci.evansville.wi.gov</a>	Website:	www.ci.evansville.wi.gov

**II. LIST OF ADDITIONAL PROPERTIES, ACCOUNTS OR SERVICES:** (Please use a separate sheet if needed or an Excel spreadsheet if possible.)

Total Number Potential Payers	Service Description or Property Name	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID REQUIRED	Last 4 Digits of Checking Account	Contact Person (for this account, if different from above)	Email (for this account, if different from above)	Phone Number (for this account, if different from above)
2500	Water & Light		39-6005445	9196	Donna Hammet	Donna.hammet@ci.evansville.wi.gov	

**III. DEPOSITING AND INVOICING INSTRUCTIONS AND REQUEST FOR VOIDED CHECK(S):**

- Check the box as to how you want PSN to debit its fees from your bank account(s).
  - PSN should invoice and take its fees from the same bank account(s) to which it is depositing funds
  - PSN should invoice and take its fees from a different bank account than the one to which it is depositing funds.

Last 4 digits of bank account from which PSN takes fees: \_\_\_\_\_ (please provide voided check, no deposit slips allowed)
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, a voided check of the account from which PSN will debit its fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s) on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which account it represents.
- In order to debit fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue. 1

December 2020 Invoice		November 2020 Invoice		October 2020 Invoice		September 2020 Invoice		August 2020 Invoice		July 2020 Invoice		June 2020 Invoice		May 2020 Invoice		April 2020 Invoice		Grand Total
Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	Card Type	Amount	
Visa	550.82		804.61		1031.25		861.32		1052.11		586.55		593.02		610.74		320.07	
Master Card	292.81		550.99		531.5		461.23		577.55		361.65		315.91		355.56		151.19	
Discover	23.32		28.32		24.26		14.69		8.94		5.12		30.88		3.32		1.25	
<b>Total:</b>	<b>866.95</b>		<b>1383.92</b>		<b>1587.01</b>		<b>1337.24</b>		<b>1638.6</b>		<b>953.32</b>		<b>939.81</b>		<b>969.62</b>		<b>472.51</b>	<b>10148.98</b>

**ADDITIONAL SCHEDULE “B” TO THE PSN SERVICE AGREEMENT BETWEEN City of Evansville, Wi  
Account AND PSN (FEE SCHEDULE FOR Water & light)**

The items marked with an “X” are applicable to this Agreement.

SETUP/EQUIPMENT FEES						
<input checked="" type="checkbox"/>	One-time Setup			Already Paid	NA	
<input checked="" type="checkbox"/>	Web Customization	Custom		Included	NA	
<input checked="" type="checkbox"/>	Mobile App	Standard		Included	NA	
<input checked="" type="checkbox"/>	Training			Included	NA	
<input checked="" type="checkbox"/>	Software Integration	Caselle		Included	NA	
<input type="checkbox"/>	Custom Programming			\$	NA	
<input checked="" type="checkbox"/>	Swipe Credit Card Setup	Verifone VX520(QTY-1)		Included	NA	
<input type="checkbox"/>	Check Scanning Equipment			\$	NA	
<input checked="" type="checkbox"/>	Credit Card Swipe Machine	Verifone VX520(QTY-1)		Already Paid	NA	
MONTHLY FEES						
<input checked="" type="checkbox"/>	Gateway including eBill Solution			\$49.95	NA	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution			\$	NA	
<input checked="" type="checkbox"/>	Mobile App			Included	NA	
<input type="checkbox"/>	Custom IVR			\$	NA	
<input checked="" type="checkbox"/>	Swiped Credit Card Terminal	Verifone VX520 (Qty-1)		Waived	NA	
TRANSACTION FEES (all fees are per item; unless otherwise noted, only one fee will be charged per transaction)						
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/>	Online/Mobile/Field	Gross Deposit	\$0.50	Paid by Account Holder
		<input checked="" type="checkbox"/>	Automated Phone	Gross Deposit	\$0.75	Paid by Account Holder
		<input checked="" type="checkbox"/>	Text	Gross Deposit	\$0.75	Paid by Account Holder
		<input checked="" type="checkbox"/>	Live PSN Rep	Gross Deposit	\$1.50	Paid by Account Holder
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AMEX	<input checked="" type="checkbox"/>	Online/Mobile/Field	Gross Deposit	2.75%*	Paid by Account Holder
		<input checked="" type="checkbox"/>	Automated Phone	Gross Deposit	2.75%*	Paid by Account Holder
		<input checked="" type="checkbox"/>	Text	Gross Deposit	2.75%*	Paid by Account Holder
		<input checked="" type="checkbox"/>	Live PSN Rep	Gross Deposit	2.75%*	Paid by Account Holder
		Rates for AMEX (above rates are for all other credit cards)				
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)		NA	\$	NA	
<input type="checkbox"/>	BackOffice Auto-Pay		NA	\$	NA	
<input type="checkbox"/>	eCash Solution		NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$	NA	
<input checked="" type="checkbox"/>	Advanced Integrated Credit Card Swipe		Gross Deposit	2.75%*	Paid by Account Holder	
OTHER FEES						
<input checked="" type="checkbox"/>	Annual Security Compliance (billed annually)		Due each December	\$89.00	Paid by Account Holder	
<input type="checkbox"/>	Outbound Auto-Call Messaging		Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2-minute minimum	NA	
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)			\$35.00	Paid by Customer	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)				NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder	

\*If payment is less than \$100, the Biller will be charged 2.75% plus 50¢.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

**SCHEDULE "B" continued**  
**FEE SCHEDULE**

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen(15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

ACCOUNT HOLDER:

Signature:

[Redacted Signature]

Date:

[Redacted Date]

Print Name:

[Redacted Print Name]

Title:

[Redacted Title]

**Tax Roll Totals**

Total \$ 58,751.33

<b>Break Down</b>	<b>Tenants</b>	<b>Home Owner</b>
	\$ 21,398.89	37352.34

**Totals of Non-Tax Rolled Accounts**

Total \$ 81,372.21

<b>Break Down</b>	<b>Brooklyn</b>	<b>Center</b>	<b>Magnolia</b>	<b>Porter</b>	<b>Union</b>
	\$ 3,664.39	\$ 468.81	\$ 14,640.43	\$ 11,649.28	\$ 50,949.30

Total Active Delinquent Accounts \$45,203.55

Total SDC Acct \$3,037.76

Total Non Active \$8,286.31

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*WPPI ESR Report*

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- Checked in with Evansville HS green team to see if they are still pursuing the PSC's OEI grant but have not heard back. I again offered my services as a proof reader for the grant.
- Community Funds:
  - The \$1,500 for the Community Contributions spent.
  - The \$1,000 Economic Development spent.
  - Donna and I have confirmed all the rebates and received the invoice for the lighting. There is still \$9,122.69 in the Customer Services and Branding to be spent for the Recharge groups. I was under the impression that Kim was going to handle getting the checks cut on Friday (12/19) but I didn't realize she meant the \$2,500. We talked on 12/22 and she said that she would send me copies of the \$2,500 checks and talk to you regarding how to cut the checks for the (10) \$912.27 to the recharge groups when she is back in the office. I checked with WPPI accounting and they are ok if we send in the checks early next week. It would be nice to have everything together and finished prior to MSC so that we can say it was all spent.
- Had some discussion with Stoughton Trailers regarding solar but I think they are backing away from the idea, I haven't heard anything further. If anything develops, I will let you know.

## Energy Services Action Plan – 2021

Utility: **EVA (WPPI) EVL (City and Utility)**

The following plan summarizes the energy services, community relations and local utility program activities planned for calendar year 2020. The purpose of this summary is to provide direction for the member utility staff and the WPPI Energy Services Representative, and clarify the expectations of the member utility manager with respect to program management responsibilities, promotional plans, and implementation time frame.

### 1. Key Account Management

<b>List Key Accounts for which the ESR will be the lead relationship contact</b>	STO Trailers
	Baker Manufacturing
	Landmark Cooperative
	VP Bluescope
	Larson Acres
	Evansville School District

#### a. List key accounts that will be targeted for additional activity/action this year:

<b>Account Name</b>	Stoughton Trailers		
<b>Action Items : Green Power sales , submetering loads within facilities, energy efficiency projects, onsite solar development</b>			
1	<b>Description</b>	Continue talking about green tariff	
	<b>Target date</b>	ongoing	<b>Person Responsible</b> Amy
2	<b>Description</b>	Help them with Submetering process to identify costs for processes in plant	
	<b>Target date</b>	ongoing	<b>Person Responsible</b> Amy
3	<b>Description</b>	Help and aid with efficiency projects that have been dormant for the last year	
	<b>Target date</b>	ongoing	<b>Person Responsible</b> Amy
<b>Account Name</b>	Baker Manufacturing		
<b>Action Items: Development relationship with Gene and have quarterly meetings</b>			
1	<b>Description</b>	Help promote energy efficiency opportunities	
	<b>Target date</b>	Starting-ongoing	<b>Person Responsible</b> Amy
2	<b>Description</b>	Compressed air audit has been on the docket for a while, understand what the barriers are to help remove them.	
	<b>Target date</b>	Starting - ongoing	<b>Person Responsible</b> Amy
3	<b>Description</b>	Get a better understand of what their power/energy needs are. Discuss power curtailment in conjunction with Chad's efforts.	
	<b>Target date</b>	Starting-ongoing	<b>Person Responsible</b> Amy
<b>Account Name</b>	Evansville School District		
<b>Action Items Development relationship with B&amp;G (Greg Bartelt) and see what the school districts future plans are</b>			
1	<b>Description</b>	Meet quarterly with Greg	
	<b>Target date</b>	Starting-ongoing	<b>Person Responsible</b> Amy
2	<b>Description</b>	Continue discussions with Scott re High School Green Team	
	<b>Target date</b>	Starting-ongoing	<b>Person Responsible</b> Amy

#### b. Other priorities around key account management:

- Promote renewable energy programs with residential and business customers.
- Re-market Green Block program following rate reduction approval by PSC.
- Foster a relationship with corporate business leaders &/or owners of key accounts.
- Build and foster relationships across all business sectors, beyond key accounts.
- Promote training opportunities.

## 2. Local Economic Development Management

<b>List Economic Development agencies for which the ESR will be the lead relationship</b>	<b>EVA Chamber of Commerce</b>
	<b>Evansville Economic Development Committee</b>
	<b>City Hall (Jason Sargeant)</b>
	<b>MadRep</b>
	<b>Rock County Economic Development</b>

## 3. Efficiency Program Implementation

Local energy efficiency goal (kWh) 749,000

Describe plans for local efficiency program implementation and promotion, including statewide efficiency program (Focus on Energy or Efficiency United).

### a. Business Customers

<b>Program Name</b>	Promotion of WPPI offerings			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Capacity Contracts, Market Based Pricing, New Construction, Power Quality, RFP for Energy Efficiency, Shared Savings, Technical training and Educational Outreach		
	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy
<b>Program Name</b>	Promotion of non-WPPI offerings			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Promote energy efficiency and renewable energy programs such as Focus on Energy		
	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy
<b>Program Name</b>	Choose Renewable			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Promote renewable options for businesses follow expected price decrease		
	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy

### b. Residential Customers

<b>Program Name</b>	Smart Thermostat Program			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Continue to promote smart T-Stats via facebook and mail inserts?		
	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy
<b>Program Name</b>	Energy Star Rebates			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Continue to promote smart T-Stats via facebook and mail inserts?		
	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy
<b>Program Name</b>	Choose Renewables			
<b>Action Items</b>				
<b>1</b>	<b>Description</b>	Choose Renewable promotion after price decrease via facebook and mail inserts?		

	<b>Target date</b>	Ongoing	<b>Person Responsible</b>	Amy
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**c. Other priorities around local efficiency program implementation:**

- Promote utility resources for energy efficiency with Local Economic Development Organizations (LEDO), Commercial, Industrial and Residential customers and publicize through social media and local advertising. Use of Facebook and Constant Contact to reach more residential customers.
- Demand Response
- Shared Savings
- Power Quality
- RFP for Energy Efficiency
- Green Power for Business and Residential
- PACE
- Renewable Energy Grants for Non-Profits
- Customer home efficiency kits

**4. Other Local Program Implementation**

**Describe plans for other local program implementation (Low Income Assistance, Choose Renewable, services through WPPI Energy’s Joint Purchase program, etc.):**

I will look to promote Choose Renewable once the price drops this year. I also plan on doing a line worker appreciation coloring contest in April.

**5. Value of Local Utility Programs**

**Describe the plan for implementing Value of Local Utility Programs and strategy to gain publicity from implementation:**

<b>Program</b>	<b>Implementation Plan/Publicity Plan</b>	<b>Person(s) Responsible</b>	<b>Target Date(s)</b>
<b>Community Contributions (\$1,500)</b>	We will continue to support local civic and educational opportunities.	Amy Wanek	All year
<b>Economic Development (\$1,000)</b>	We plan to help the city promote residential development of the community.	Amy Wanek	All year

<b>School Education and Outreach (\$2,000)</b>	NTC and Local Scholarship will be promoted via our website and FB accounts	Amy Wanek	All year
<b>Customer Services and Branding (\$ 15,474 *</b>	We plan on promoting the utility with sponsorship opportunities and public events.	Amy Wanek	All year

**\*Plan for these funds to be described in other sections throughout the Action Plan**

**6. Technology Initiative Support**

**Describe any plans to assist implementation of new technology, such as AMI, CIS conversion, MyAccount customer engagement portal, etc.:**

Looking to convert to Northstar in fall 2021. AMI conversion for electric was completed in 2020. May want to look at MyAccount for the future.

**7. Customer Communications**

**Describe plan for customer communications and marketing. Examples may include participation in the Cooperative Newspaper Advertising Program, issuing the Home Energy Report, Business customer newsletter, bill inserts, Choose Renewable campaign, special utility promotions or customer outreach plans:**

We plan to continue to use the Cooperative Advertising program for most of the months but will also utilize FB, using funds to boost information out to customers. Will do a 50%/50% of FB and print advertising.

**8. Special Events/Community Outreach**

**Describe plan for any special events during the year, such as customer appreciation events, anniversary celebrations, recycling events, educational outreach, etc.**

PPW Celebration Sponsorship of Fourth of July Sponsorship of Local
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\_\_\_\_\_  
Signature of Utility Manager\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Energy Services Representative

\_\_\_\_\_  
Date

\* Signature does not represent a formal commitment to the programs, initiatives or events above, but rather an indication that the plan has been discussed and reviewed.