



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
Thursday, August 8, 2024 at 6:15 p.m.

At Summit Village Hall, 37100 Delafield Road, Summit, WI

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: July 11, 2024 regular meeting
5. Discussion and action on July 2024 payables and Financial Report
6. Discussion on July 2024 engineering report
7. Discussion and action on Notice of Intent Letter from Excel Underground for underpayment of invoices
8. Discussion and action on monthly user fee price increase from Delafield-Hartland Water Pollution Control Commission
9. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: September 12, 2024

Posted: August 2, 2024

**** 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 the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.



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MINUTES
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting Minutes
July 11, 2024

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting at 6:15 p.m. on Thursday, July 11, 2024 at the Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Administrator Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Jeff Lee, Jim Petronovich and Justin Phillips. Also present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael. Trustee Kraig Arenz, Sr. was absent.

PUBLIC COMMENT - None

MINUTES: June 13, 2024 regular meeting

MOTION: (Petronovich, Phillips) *to approve the June 13, 2024 minutes as presented.* Carried.

Discussion and action on June 2024 payables and Financial Report

MOTION: (Petronovich, Phillips) *to approve the June 2024 payables in the amount of \$20,922.48 and the financial report as presented.* Carried.

Discussion on June 2024 engineering report

The monthly report was provided and reviewed.

Discussion and action on 2024 Sewer Cleaning and Televising & Wet Well Cleaning Program

MOTION: (Lee, Petronovich) *to authorize the District Engineer, SEH, to award the 2024 Sewer Cleaning Program and Televising & Wet Well Cleaning contract to Green Bay Pipe & TV, LLC an amount not to exceed \$7,905.85.* Carried.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Petronovich, Lee) *to adjourn at 6:21 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: August 8, 2024

2024
Utility District
Financial Report

UD2	Amount \$\$
Town Bank Balance 07/31/2024	\$ 758,345.33
Bank 59 Balance 07/31/2024	\$ 1,120,437.19
AP July 2024	\$ (57,501.22)
Interest Paid TB	\$ 60.71
Interest Paid 59	\$ 4,672.69
Available Funds	\$ 1,821,281.30
Interest Paid YTD TB	\$ 599.52
Interest YTD 59	\$ 6,046.92
Total Interest	\$ 6,646.44
<u>LOAN INFORMATION:</u>	
GO Fund - Payoff: 5/2027	
Payments: 04/30/24 (Principal & Interest)	\$ 771,617.50
November (Interest only)	\$ 24,217.50
2024 Principal & Interest payment	\$ 795,835.00
12/31/2024 YE Principal Balance	\$ 2,305,000.00
Silver Lake Utility District	
Amount \$\$	
Town Bank Balance 07/31/2024	\$ 67,847.38
Bank 59 Balance 07/31/2024	\$ 111,785.77
AP July 2024	\$ (12,806.38)
Interest Paid TB	\$ 4.78
Interest Paid 59	\$ 504.39
Available Funds	\$ 166,826.77
Interest Paid YTD TB	\$ 43.82
Interest Pait YTD 59	\$ 753.80
Total Interest YTD	\$ 797.62

2024
Utility District
Financial Report

Month	UD2	NOTE:
July-24	\$57,501.22	
June-24	\$20,992.48	
May-24	\$71,055.84	
April Loan Pmt	\$740,000.00	Not included in totalsfor visibility only
April Interest	\$31,617.50	Not included in totalsfor visibility only
April-24	\$17,768.90	
March-24	\$24,360.94	
February-24	\$30,711.27	
Total	\$222,390.65	Does Not Include Interest or loan Payment
Average	\$37,065.11	

8/02/2024

2:04 PM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 8/09/2024

From Account:

Thru: 8/09/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	8/09/2024	AREA SEPTIC INSTALLATION INC	
		2024 June Service Lift Stations	Manual Check Nbr: BP38
620-00-53659-000-000		CONTRACTUAL SERVICES	2,064.00
		3984	
		Total	2,064.00
<hr/>			
	8/09/2024	AREA SEPTIC INSTALLATION INC	
		2024 MAY ASI Maintenance/Service Contrac	Manual Check Nbr: BP43
620-00-53659-000-000		CONTRACTUAL SERVICES	3,605.00
		3953	
		Total	3,605.00
<hr/>			
	8/09/2024	DELAFIELD-HARTLAND WATER POLLUTION CONTROL	
		2024 SERVICE 06/15/2024 - 07/15/2024	Manual Check Nbr: BP39
620-00-53632-000-000		TREATMENT EXPENSE	14,702.26
		07152024	
620-00-53633-000-000		CAPITAL CONNECT CHRG DELHART	15,601.00
		07152024	
		Total	30,303.26
<hr/>			
	8/09/2024	ELECTRIC PUMP	
		2024 NCC Monitoring	Manual Check Nbr: BP44
620-00-53659-000-000		CONTRACTUAL SERVICES	360.00
		024757	
		Total	360.00
<hr/>			
	8/09/2024	EXCEL UNDERGROUND LLC	
		2024 June Locating Fee	Manual Check Nbr: BP40
620-00-53659-000-000		CONTRACTUAL SERVICES	475.00
		11559	
		Total	475.00
<hr/>			
	8/09/2024	PRECISE CONSTRUCTION, LLC	
		LIFT STATION MAINTENANCE	Manual Check Nbr: BP45
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	11,955.00
		LIFT STATION MAINTENANCE AND REPAIR	3259
		Total	11,955.00
<hr/>			
	8/09/2024	REILLY, PENNER & BENTON LLP	
		2024 Audit process through June	Manual Check Nbr: BP42

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In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 8/09/2024

From Account:

Thru: 8/09/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
620-00-53657-000-000		ACCOUNTING/AUDITING FEES	750.00
		80113 - UD2	
		Total	750.00
<hr/>			
	8/09/2024	SHORT ELLIOTT HENDRICKSON INC	
	2024 July Engineering		
		Manual Check Nbr:	BP38
620-00-53631-000-000		PRO. SER./ENGINEERING	2,515.27
		469576	
		Total	2,515.27
<hr/>			
	8/09/2024	VILLAGE OF SUMMIT	
	2024 July Admin Services		
		Manual Check Nbr:	BP41
620-00-53659-000-000		CONTRACTUAL SERVICES	5,083.34
		07012024-UD2	
		Total	5,083.34
<hr/>			
		Grand Total	57,110.87

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In Progress Checks - Full Report - ALL

Page: 3

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 8/09/2024

From Account:

Thru: 8/09/2024

Thru Account:

Amount

Total Expenditure from Fund # 620 - SUMMIT UD #2

57,110.87

Total Expenditure from all Funds

57,110.87

8/02/2024

2:14 PM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

BANK 59 SLUD

Dated From: 8/09/2024

From Account:

Thru: 8/09/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	8/09/2024	CITY OF OCONOMOWOC	
	2024 JUNE Sanitary District Fee		Manual Check Nbr: BP33
610-00-46411-000-000		CITY SEWAGE SERVICE	10,507.27
		2646	
		Total	10,507.27
<hr/>			
	8/09/2024	REILLY, PENNER & BENTON LLP	
	06302024 Quarterly Procedures		Manual Check Nbr: BP34
610-00-53657-000-000		ACCOUNTING/AUDITING FEES	250.00
		80113	
		Total	250.00
<hr/>			
	8/09/2024	VILLAGE OF SUMMIT	
	2024 JULY ADMIN SLUD		Manual Check Nbr: BP35
610-00-53659-000-000		CONTRACTUAL SERVICES	2,012.50
		07012024	
		Total	2,012.50
<hr/>			
	8/09/2024	WE ENERGIES	
	07172024 Atkins Knoll		Manual Check Nbr: AP07172024AK
610-00-53656-000-000		UTILITIES	18.22
		0701980254-00005 06252024	
		Total	18.22
<hr/>			
	8/09/2024	WE ENERGIES	
	07142024 Forest Drive		Manual Check Nbr: AP07142024FD
610-00-53656-000-000		UTILITIES	18.39
		0701980254-00004 062424	
		Total	18.39
<hr/>			
		Grand Total	12,806.38

8/02/2024

2:14 PM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

BANK 59 SLUD

Dated From: 8/09/2024

From Account:

Thru: 8/09/2024

Thru Account:

Amount

Total Expenditure from Fund # 610 - SILVER LAKE UD

12,806.38

Total Expenditure from all Funds

12,806.38



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: August 1, 2024
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Discussion and Action Items:
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly District maintenance duties.
 - B. On 7/17/24, Starnet was on-site at Lift Station No. 3 to reduce the length for pump cycle drawdowns. Previous on/off levels would cause wastewater to be stored in the gravity sewer and pumps would run for a long time. This has been requested for Starnet to change for a while but finally was completed.
3. 2024 Sewer Cleaning and Televising & Wet Well Cleaning Program
 - A. Starting on 8/7/24, Green Bay Pipe & TV, LLC plans to perform the work.
4. MH Inspection
 - A. Following review of the Sewer Cleaning and Televising program, we will assess the condition of system manholes for hydrosulfide deterioration/damage.
5. Xylem (Flygt) Annual Wet Well Pump Preventative Maintenance
 - A. On 8/14/24 and 8/15/24, Xylem (Flygt) is scheduled to perform annual preventative maintenance to lift stations pumps.
6. Lift Station Control Panel Upgrades
 - A. We are working with ASI on getting quotes.
7. Lift Station No. 3 Check & Isolation Valve Replacement
 - A. We are working with ASI on getting quotes.
8. Lift Station Building Improvements
 - A. Precise Construction work is complete and we recommended payment for the work.
9. Remote Water Reading for Commercial Properties (No change)
 - A. No further response from Rogers Behavior Health on next steps for proceeding with remote meter readings.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

10. 2023 WDNR Compliance & Maintenance Annual Report (CMAR)
 - A. On 7/10/24, WDNR provided review response for the annual report. Only follow-up was to continue updating the CMOM annually, which we do already.

11. Service Agreements Updates
 - A. ASI – Renewed for 2024
 - B. Starnet – Waiting on Starnet (typically received in late spring).
 - C. Evoqua Bioxide Rate Change – Typically receive new information in June.

RWM



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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: August 1, 2024

Re: Discussion and Action on Notice of Intent Letter from Excel Underground for Underpayment of Invoices

PURPOSE:

To provide information to the Summit Utility District No. 2 Commission regarding a letter of intent received from Excel Underground, the District's underground utility locating services provider, regarding a request to settle underpaid invoices and to receive direction from the Commission on a future locating services contract.

BACKGROUND:

On July 30, 2024, the Village received email correspondence with a letter of intent from Excel Underground regarding a request to settle outstanding invoices and to provide a 30-day notice to terminate services in the event that the issue is not resolved and a new contract is not established.

There is a history of concerns/issues regarding invoices from Excel Underground that include full locate service fees for Digger's Hotline tickets that are located outside of the SUD2 boundaries. In the past, Planner Elling would review invoices and correspond with Excel to request a credit for these out-of-district locate charges, which frequently was provided. When the 2017 – 2020 agreement was up for renewal in late 2020, Planner Elling and SUD2 Commissioner Casterline met with the company owner, Ray, to resolve this issue for the future. Planner Elling's summary sheet from the December 10, 2020 SUD2 meeting agenda for renewal of the contract indicated that Excel had agreed to maintain a fee of \$10.50 for each completed in-district locate and a fee of \$1.00 for out-of-district locates. The \$1.00 rate is the same as the rate charge for Excel to review a locate in office and provide an "all-clear" response to Digger's Hotline when no utilities are present. Per meeting minutes, the SUD2 Commission approved the contract extension effective 2021 – 2024 at the December 10, 2020 meeting with the agreed upon rate changes. A copy of Planner Elling's summary sheet and the meeting minutes is included for reference. Unfortunately, there is no record that the revised agreement was ever fully executed and/or sent over to Excel after that point. Deputy Treasurer/Deputy Clerk LaValliere reached out to Excel's owner on May 7, 2021 to ask for a copy of the new agreement after Planner Elling's retirement, but there was no response to her email request.

Fast forward to present, Village staff have continued to identify charges on Excel invoices that are outside of the SUD2 district but are assessed the full \$10.50 rate, particularly those in neighboring communities such as the City of Delafield. Staff's understanding from past practice was that these full charges should not be paid. These fees are then removed from the monthly payments that are made to Excel, as was completed historically. Excel is now contesting these underpayments, citing that it has created a financial burden on their company and requesting settlement of the outstanding invoices. The letter does not indicate how far back or which invoices they want additional payment for, and clarification was requested by email from Director Nash on August 1, 2024.

Excel is stating that the mapping parameters that the Village provides to Digger's Hotline are resulting in locates that are flagged for areas outside of the SUD2 boundaries. The boundaries that we provide to Digger's Hotline were recently reviewed and resubmitted in 2021. Digger's Hotline has a safety feature in place that includes an approximate 100 foot "buffer" zone around locate zones, and many of these will flag a SUD2 ticket on properties and locations that are adjacent to the District. For example, we routinely see tickets for properties on the east side of Mill Rd in the City of Delafield, which is just east of our district boundary. We have also seen instances where locates are flagged that are well outside of the 100 foot buffer zone. The expectation of staff has been that these tickets should be reviewed by Excel in the office and identified as not requiring a site visit (and a full locate fee) since they are outside the service area. There is some "gray area" for some locates just outside of the District boundary, as instructions may include marking into the District's service area. However, there are some obvious situations that have repeatedly been brought to Excel's attention that should not be charged full fees. Example of this are properties along Trinity Ln, Seminary Ridge Ln, and Mission Rd in the City of Delafield east of Upper Nashotah Lake.

There have been some concerns regarding the lack of communication from Excel Underground in certain circumstances. Phone calls/voicemails are often not returned, and emails are not always responded to. This letter is the first that staff have been notified of concerns regarding our payment history. However, Excel has continued to be responsive and efficient with locates in the District, aside from the occasional call that we receive from Digger's Hotline or a ticket requester when utilities are not marked and no "all-clear" has been given after a deadline.

RECOMMENDATION:

Staff will work with Excel Underground to work towards a resolution on the settlement of the outstanding invoices. At this time, it is unclear how far back Excel is looking to go for this back payment. In the event that Excel wishes to meet in person with staff to discuss, the Commission may appoint someone from the Commission to attend (similar to what occurred in 2020).

Staff would also like direction on whether to negotiate with Excel Underground for a new contract and/or if proposals from other utility locating contractors should be solicited. In the event that resolution of Excel's request does not occur, their services will end on August 31, 2024.

ATTACHMENTS:

#1 - SUD2 Meeting Packet and Minutes from November 12, 2020
Meeting *RE: Excel Underground Contract Renewal*

#2 - SUD2 Meeting Packet and Minutes from December 10, 2020 Meeting *RE: Excel Underground Contract Renewal*

#3 - Excel Underground Letter of Intent (dated July 30, 2024)

#4 - Email correspondence *RE: Letter of Intent* (dated July 30 – August 1, 2024)

FISCAL IMPACT:

Once Excel Underground has provided additional information on which invoices and how far back they wish to receive reimbursement for underpayment, more accurate information will be determined on financial impact. The total underpayment for out-of-district locates in 2024 is \$283.50 as of the end of June. A new service agreement may also result in higher rates.

RECOMMENDED MOTION:

To be determined, based on Summit Utility District No. 2 Commission direction.

**SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting Minutes
November 12, 2020**

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 at 6:15 p.m. on Thursday, November 12, 2020 at the Summit Village Hall, 37100 Delafield Road, Summit, Wisconsin.

ROLL CALL AND CONFIRM POSTING

Clerk Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present: Sandy Casterline, Jim Petronovich, and Jeff Lee. Also present: Chairperson Jack Riley, Planner Henry Elling, DPW Crew Jared Beauchamp. Commissioner Kraig Arenz, Sr. was absent and excused.

MINUTES: October 8, 2020 regular meeting

MOTION: (Petronovich, Casterline) *to approve minutes of October 8, 2020.* Carried.

Discussion and action on Financial report and October 2020 payables and invoices

MOTION: (Petronovich, Lee) *to approve the financial report as presented and payables in the amount of \$97,933.26.* Carried.

Discussion and action on Engineer's October, 2020 report

Robert Malzahn, Engineer from S.E.H, reported that transition with ASI is going well, working with Del-Hart on adjusting the bioxide dosage. Furnace issue at lift station #2, bad gas valve was replaced but continue to have issues. Jared Beauchamp added that we have recently spent \$750 on possible repairs. Pat's Heating has been servicing it and discovered it is either mother board or electrical issue. These are the original heaters in the lift station so should consider adding this to the maintenance list going forward.

Discussion and action on Excel Underground Contract renewal

Planner Elling stated Excel could not make it tonight but have a meeting scheduled for next Thursday. Recommendation is to have transmittals from Diggers Hotline come to Summit first and weed out the ones that are for Summit. Planner Elling will report back next month after meeting.

Discussion and action on Lift Station Maintenance Agreement for 2020

SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
Thursday, November 12, 2020 6:15 p.m.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. MINUTES: October 8, 2020 regular meeting
4. Discussion and action on Financial report and October 2020 payables and invoices
5. Discussion and action on Engineer's October, 2020 report
6. Discussion and action on Excel Underground Contract renewal
7. Discussion and action on Lift Station Maintenance Agreement for 2020
8. Discussion and action on next meeting date and agenda items
9. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: December 10, 2020

Posted: November 6, 2020

***** 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 the Village Hall at 567-2757.

**** It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.

UTILITY DISTRICT #2

SUMMARY SHEET

November 5, 2020 For the November 12, 2020 Utility District #2 Meeting

TOPIC: **Excel Underground Contract renewal**

RECOMMENDED MOTION: **Motion to direct staff to meet with Excel Underground to prepare a new agreement, with provisions for Digger's Hotline address confirmation.**

Action Item
 Agenda Reference
 Discussion Only
 Information Item

PURPOSE: To give staff direction on new contract provisions

BACKGROUND: The District contract includes hotline markings for calls to Digger's Hotline. Past issues with cut lines or missed markings highlight the need for this on-going activity, especially as new development proceeds along many village roads.

The District has additional concerns about the mapping and extra charges for properties clearly outside the District. The District could insert staff into the process to confirm addresses prior to, or as part of, the Digger's Hotline notice procedure. This would reduce by nearly 50% the number of site visits.

ATTACHMENTS: **Current Agreement**

FISCAL IMPACT: The invoices currently range from \$800 – 1,000 per month with approximately 40% of the charges from non-district sites due to system mapping and notice restrictions.

PREPARED BY: Henry Elling, Village Planner

UNDERGROUND FACILITIES LOCATING AND MARKING

SERVICE AGREEMENT

THIS AGREEMENT made this 14th day of December 31, 2017, by and between Excel Underground, LLC ("EXCEL") and Summit Utility District No.2 ("SDN").

WITNESSETH:

WHEREAS, SDN owns and operates underground facilities in certain areas of the State of Wisconsin; and

WHEREAS, SDN desires EXCEL to provide the labor and equipment necessary to provide certain services relative to locating and marking SDN'S underground facilities in certain areas where SDN provides service.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do mutually covenant and agree as follows:

1. Drawings and Scope of the Work.

EXCEL agrees to perform locating and marking services of SDN'S underground facilities located the public right of way, within the state of Wisconsin, such services to be performed according to the terms and conditions contained herein. EXCEL agrees to receive transmittals directly from *Digger's Hotline* for the dispatching of requests. No additional cost for this receiving service will be incurred by SDN.

SDN agrees to provide EXCEL with the maps and/or microfiche and all updates thereto necessary to locate its underground facilities. Any such maps, microfiche, drawings, sketches, or other technical information either oral, written or otherwise furnished or disclosed to or obtained by EXCEL in the performance of this Contract shall remain the property of SDN. All copies of such information shall be returned to SDN upon written request or at the completion of this Contract. Unless such materials were previously known to EXCEL free of any obligation to keep them confidential, or subsequently been made public by SDN, the material shall be kept confidential by EXCEL, its agents, servants and employees, shall be used only in the

performance of this Contract and may not be used for other purpose except upon such terms as may be agreed upon by SDN in writing. This obligation of confidentiality shall survive the termination of this Contract. EXCEL shall be strictly liable to SDN for any breach of this covenant by any of its agents, servants or employees.

2. Indemnification by SDN

To the proportionate extent only of its negligence, acts, or omissions, SDN shall indemnify and hold harmless EXCEL from and against claims, losses, actions, damages, expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses of whatsoever kind or nature arising out of or resulting from SDN furnishing incorrect, inaccurate or misleading records to EXCEL for the purpose of locating an un-locatable underground facility* by EXCEL when said claims, losses, actions, damages, expenses and all other liabilities and attorney fees are directly caused or occasioned by said incorrect, inaccurate or misleading records of SDN. In no event shall SDN be liable for exemplary, lost profits and/or punitive damages.

3. Independent Contractor.

EXCEL hereby represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contractor; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

**An un-locatable underground facility which is not locatable by the normal business process used by Excel Underground, LLC in tracing underground plant.*

4. Subcontractor's Requirements.

EXCEL shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of SDN and SDN shall have full and complete discretion in withholding or granting said approval.

5. Term of Contract.

The terms of this Contract shall remain in effect for a period of 36 months from January 1, 2018, thru December 31, 2020, unless sooner terminated by either party upon 30 days prior written notice provided by the terminating party to the non-terminating party.

6. Labor, Materials and Equipment.

EXCEL shall furnish all labor, materials and equipment necessary to perform the obligations contained herein except for the maps and/or microfiche required to be furnished by SDN in Section 1 of this Contract.

7. Permits.

EXCEL shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

8. Indemnification by EXCEL.

To the extent permitted by law, EXCEL shall save and hold SDN harmless from, defend and indemnify it against all claims, actions, demands, liens, fees and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise out of, or result from negligent performance or the negligence, acts, or omissions by EXCEL of the services subject to this agreement. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

The above indemnification clause does not cover claims by customers of SDN for loss of service or power or claims by subcontractors or customers of SDN for loss of their equipment.

If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against SDN on account of any provision of this indemnity agreement, then SDN shall notify EXCEL of such pending or threatened litigation and such notification shall be made by SDN no later than 30 days after SDN learns of said pending litigation, lawsuit, claim or demand.

The notice to EXCEL by SDN shall be made in writing and mailed to:

Excel Underground, LLC
14 Strawberry Lane
Appleton, WI 54915

EXCEL or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by EXCEL or its insurance carrier and EXCEL and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. SDN shall have the right to hire its own counsel at its own expenses and not to participate in any settlement, at its sole discretion.

9. Compliance with All Laws.

EXCEL shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder (including, but not limited to Workers' Compensation, Unemployment Insurance and Social Security).

10. Equal Employment.

Contractor acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion, sex or national origin.

11. Service Charges.

EXCEL shall charge for services rendered hereunder in the following manner:

	Year 1	Year 2	Year 3
Regular Ticket Request	\$10.20 (Per Ticket)	\$10.30	\$10.40
Project Hourly and Stand-by	\$45.91 (Per Hour)	\$46.37	\$46.83
Emergency/After Hours	\$45.91 (Per Ticket)	\$46.37	\$46.83

These charges are to receive tickets directly from DIGGERS HOTLINE and to locate and mark the sanitary sewer facilities owned by SDN which are agreed upon. If a ticket takes longer than 59 minutes to complete, it will be billed at the project rate. Regular hours are 6:00 am to 5:00 pm, Monday through Friday, excluding the 6 major holidays. Ticket requests coming in outside of these hours will be billed at "after-hour" rates. We respond to all requests whether they be locates or not, to determine if there will be conflict. EXCEL will either locate and mark facilities with paint and flags or leave a "No Conflict" flag. Prices reflect a one percent increase per year. These prices will include paint & flags supplied by Excel Underground and 24/7 service.

12. Contract Payments.

EXCEL shall render invoices to SDN on a monthly basis. These invoices shall include a report showing tickets received from diggers Hotline as well as basic information and action taken on each ticket. Each invoice from EXCEL shall be paid by SDN within 30 days of the date of the invoice.

13. Amendments, Modifications and Supplements.

Written amendment, modifications and supplements to this Contract are allowed and will be binding upon SDN and EXCEL, provided they are in writing and signed by an authorized representative of both parties. The term "this Contract" as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments,

modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

14. Entire Contract.

This Contract and any and all amendments, modifications or supplements, shall constitute the entire contract between the parties with respect to the subject matter. Both parties hereto represent they have read this Contract, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Contract.

15. EXCEL provides the following insurance coverage:

<u>INSURANCE COVERAGE</u>	<u>LIMITS</u>
Workmen's Compensation	
Workmen's Occupational Diseases	Statutory Limit
Employers' Liability	
Comprehensive General Liability including Contractual Liability	
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
BI & PD Combined	\$2,000,000 General Aggregate
Personal Injury	\$1,000,000 General Aggregate
Products & Completed Operations	\$1,000,000 General Aggregate
Automobile Liability BI & PD	\$1,000,000 Combined Single Limit
Excess Liability Umbrella Form	\$5,000,000.00 Each Occurrence

A certificate of insurance is to be provided to SDN by EXCEL prior to commencement of services described in this agreement and similar proof of current coverage shall be provided SDN throughout the term of this Contract.


16. Arbitration and Applicable Law. Any controversy or claim arising of or relating to this Contract, or the breach thereof, not otherwise settled by agreement of the parties, shall be submitted to arbitration in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and Supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Summit Utility District No.2

Excel Underground, LLC

By: 
(Signature)

By: _____
(Signature)

Jack Riley
(Please print)

Raymond L. Rock

Title: Chairperson

Title: Owner/Member

**SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting Minutes
December 10, 2020**

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting at 6 pm on Thursday, December 10, 2020 at the Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Clerk Michael took roll call and confirmed posting of meeting to the local media as required and requested and posted on the Village posting board and website. Commissioners present: Jeff Lee, Jim Petronovich, Sandy Casterline, Kraig Arenz, Sr. Also present were Chairperson Jack Riley, Planner Elling and Administrator-Clerk/Treasurer Debbie Michael.

MINUTES: September 21, 2020 Budget Workshop & November 12, 2020 regular meeting

MOTION: (Petronovich, Lee) to approve minutes of September 21, 2020. Carried.

MOTION: (Casterline, Petronovich) to approve minutes of November 12, 2020. Carried. Arenz abstained.

Discussion and action on Financial report and November 2020 payables and invoices

MOTION: (Petronovich, Lee) to approve the financial report and payables in the amount of \$39,832.28. Carried.

Discussion and action on Engineer's November, 2020 report

Robert Malzahn, SEH reviewed the monthly report.

Discussion and action on Starnet Technologies Maintenance Work Agreement - 2021

MOTION: (Petronovich, Casterline) to approve the 2021 agreement with Starnet Technologies for pump station preventative maintenance, calibration checks and other electrical equipment maintenance from January 1, 2021 to December 31, 2021. Carried.

Discussion and action on Excel Underground Contract renewal

MOTION: (Arenz, Petronovich) to approve the new agreement with Excel Engineering for Underground Facilities Locating and Marking from January 1, 2021 to December 31, 2024. Carried,

Discussion and action on Lift Station Maintenance Agreement for 2021

MOTION: (Lee, Casterline) to accept the Lift Station Maintenance Agreement for 2021 from ASI. Carried.

SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
Thursday, December 10, 2020 6:00 p.m.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. MINUTES: September 21, 2020 Budget Workshop & November 12, 2020 regular meeting
4. Discussion and action on Financial report and November 2020 payables and invoices
5. Discussion and action on Engineer's November, 2020 report
6. Discussion and action on Starnet Technologies Maintenance Work Agreement - 2021
7. Discussion and action on Excel Underground Contract renewal
8. Discussion and action on Lift Station Maintenance Agreement for 2021
9. Discussion and action on Flygt-Xylem Preventative Maintenance Proposal
10. Discussion and action on Quote #2020-PEW-0762 Alternate 1, Version 2 from Xylem for repair/reinstall or replacement of pumps
11. Discussion and action on Total Energy Systems LLC. Planned Maintenance Agreement per Estimate 1981-A-020 for generator maintenance program
12. Discussion and action on replacement plan for furnaces in lift stations
13. Discussion and action on next meeting date and agenda items
14. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: January 14, 2021

Posted: December 4, 2020

***** 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 the Village Hall at 567-2757.

**** It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.

UNDERGROUND FACILITIES LOCATING AND MARKING

SERVICE AGREEMENT

THIS AGREEMENT made this 21st day of November, 2020, by and between Excel Underground, LLC ("EXCEL") and Summit Utility District No.2 ("SDN").

WITNESSETH:

WHEREAS, SDN owns and operates underground facilities in certain areas of the State of Wisconsin; and

WHEREAS, SDN desires EXCEL to provide the labor and equipment necessary to provide certain services relative to locating and marking SDN'S underground facilities in certain areas where SDN provides service.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do mutually covenant and agree as follows:

1. Drawings and Scope of the Work.

EXCEL agrees to perform locating and marking services of SDN'S underground facilities located the public right of way, within the state of Wisconsin, such services to be performed according to the terms and conditions contained herein. EXCEL agrees to receive transmittals directly from *Digger's Hotline* for the dispatching of requests. No additional cost for this receiving service will be incurred by SDN.

SDN agrees to provide EXCEL with the maps and/or microfiche and all updates thereto necessary to locate its underground facilities. Any such maps, microfiche, drawings, sketches, or other technical information either oral, written or otherwise furnished or disclosed to or obtained by EXCEL in the performance of this Contract shall remain the property of SDN. All copies of such information shall be returned to SDN upon written request or at the completion of this Contract. Unless such materials were previously known to EXCEL free of any obligation to keep them confidential, or subsequently been made public by SDN, the material shall be kept confidential by EXCEL, its agents, servants and employees, shall be used only in the

performance of this Contract and may not be used for other purpose except upon such terms as may be agreed upon by SDN in writing. This obligation of confidentiality shall survive the termination of this Contract. EXCEL shall be strictly liable to SDN for any breach of this covenant by any of its agents, servants or employees.

2. Indemnification by SDN

To the proportionate extent only of its negligence, acts, or omissions, SDN shall indemnify and hold harmless EXCEL from and against claims, losses, actions, damages, expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses of whatsoever kind or nature arising out of or resulting from SDN furnishing incorrect, inaccurate or misleading records to EXCEL for the purpose of locating an un-locatable underground facility* by EXCEL when said claims, losses, actions, damages, expenses and all other liabilities and attorney fees are directly caused or occasioned by said incorrect, inaccurate or misleading records of SDN. In no event shall SDN be liable for exemplary, lost profits and/or punitive damages.

3. Independent Contractor.

EXCEL hereby represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contractor; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

**An un-locatable underground facility which is not locatable by the normal business process used by Excel Underground, LLC in tracing underground plant.*

4. Subcontractor's Requirements.

EXCEL shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of SDN and SDN shall have full and complete discretion in withholding or granting said approval.

5. Term of Contract.

The terms of this Contract shall remain in effect for a period of 36 months from January 1, 2021, thru December 31, 2024, unless sooner terminated by either party upon 30 days prior written notice provided by the terminating party to the non-terminating party.

6. Labor, Materials and Equipment.

EXCEL shall furnish all labor, materials and equipment necessary to perform the obligations contained herein except for the maps and/or microfiche required to be furnished by SDN in Section 1 of this Contract.

7. Permits.

EXCEL shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

8. Indemnification by EXCEL.

To the extent permitted by law, EXCEL shall save and hold SDN harmless from, defend and indemnify it against all claims, actions, demands, liens, fees and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise out of, or result from negligent performance or the negligence, acts, or omissions by EXCEL of the services subject to this agreement. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

The above indemnification clause does not cover claims by customers of SDN for loss of service or power or claims by subcontractors or customers of SDN for loss of their equipment.

If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against SDN on account of any provision of this indemnity agreement, then SDN shall notify EXCEL of such pending or threatened litigation and such notification shall be made by SDN no later than 30 days after SDN learns of said pending litigation, lawsuit, claim or demand.

The notice to EXCEL by SDN shall be made in writing and mailed to:

Excel Underground, LLC
14 Strawberry Lane
Appleton, WI 54915

EXCEL or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by EXCEL or its insurance carrier and EXCEL and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. SDN shall have the right to hire its own counsel at its own expenses and not to participate in any settlement, at its sole discretion.

9. Compliance with All Laws.

EXCEL shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder (including, but not limited to Workers' Compensation, Unemployment Insurance and Social Security).

10. Equal Employment.

Contractor acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion, sex or national origin.

11. Service Charges.

EXCEL shall charge for services rendered hereunder in the following manner:

	Year 1	Year 2	Year 3
Regular Ticket Located	\$10.50	\$10.70	\$10.90
Regular Ticket Office Clear	\$1.00	\$1.10	\$1.20
Regular Ticket Site Clear	\$10.50	\$10.70	\$10.90
Project Hourly and Stand-by	\$47.00	\$47.00	\$47.00
After Hours Ticket	\$47.00	\$47.00	\$47.00
Monthly Admin Fee	\$15.00	\$15.00	\$15.00

These charges are to receive tickets directly from DIGGERS HOTLINE and to locate and mark the sanitary sewer facilities owned by SDN which are agreed upon. If a ticket takes longer than 59 minutes to complete, it will be billed at the project rate. Regular hours are 7:00 am to 5:00 pm, Monday through Friday, excluding the 6 major holidays. Ticket requests coming in outside of these hours will be billed at "after-hour" rates. We respond to all requests whether they be locates or not, to determine if there will be conflict. EXCEL will either locate and mark facilities with paint and flags or leave a "No Conflict" flag. Prices reflect a one percent increase per year. These prices will include paint & flags supplied by Excel Underground and 24/7 service.

12. Contract Payments.

EXCEL shall render invoices to SDN on a monthly basis. These invoices shall include a report showing tickets received from diggers Hotline as well as basic information and action taken on each ticket. Each invoice from EXCEL shall be paid by SDN within 30 days of the date of the invoice.

13. Amendments, Modifications and Supplements.

Written amendment, modifications and supplements to this Contract are allowed and will be binding upon SDN and EXCEL, provided they are in writing and signed by an authorized representative of both parties. The term "this Contract" as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments, modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

14. Entire Contract.

This Contract and any and all amendments, modifications or supplements, shall constitute the entire contract between the parties with respect to the subject matter. Both parties hereto represent they have read this Contract, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Contract.

15. EXCEL provides the following insurance coverage:

See attached Certificate of Insurance

A certificate of insurance is to be provided to SDN by EXCEL prior to commencement of services described in this agreement and similar proof of current coverage shall be provided SDN throughout the term of this Contract.

16. Arbitration and Applicable Law. Any controversy or claim arising of or relating to this Contract, or the breach thereof, not otherwise settled by agreement of the parties, shall be submitted to arbitration in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and Supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Summit Utility District No.2

Excel Underground, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Raymond L. Rock

Title: _____

Title: Owner/Member



Address:

Phone:

Email:

AP:

July 30, 2024

To Whom It May Concern:

There is an ongoing issue regarding underpayment of invoices that requires immediate attention. Our contractual obligation involves responding to Diggers Hotline tickets issued by you or surrounding utilities—either marking facilities or confirming no conflict. It is important to note that the selection of these tickets is controlled by your utility through your Diggers Hotline mapping setup, not by our company. If you would like to schedule some time to talk, please propose a few time slots that are convenient for you and your team via email to

Our agreement stipulates compensation based on each ticket received from Diggers Hotline, specifically coded for your utility. This compensation was calculated with the understanding that tickets would require marking or would be deemed clear. Despite our best efforts, each instance of underpayment has resulted in, at minimum, a financial break-even point, and more often than not, a loss—especially exacerbated by the challenges of the pandemic and the escalating costs of materials and labor.

Diggers Hotline tickets occasionally extend beyond what might be traditionally considered your service territory due to the mapping parameters provided to Diggers Hotline. However, these tickets include marking instructions that extend into your designated service area. Furthermore, tickets deemed out of the area by your team include locations that do fall within your operational jurisdiction.

Several years ago, during extensive new construction in a nearby subdivision, we mutually agreed not to charge for tickets within that specific area. This arrangement was not intended to encompass all areas surrounding your district indefinitely.

Should you wish to continue our partnership, it is imperative that outstanding invoices are promptly settled to bring all accounts up to date. Additionally, a revised contract must be established moving forward. If mutually agreeable terms can be reached by August 31, 2024, we would be pleased to continue our collaboration.

In the event that a resolution cannot be achieved, please consider this correspondence as our formal 30-day notice. Our last day of fulfilling Diggers Hotline tickets for your utility would therefore be August 31, 2024. This time frame would allow for adequate transition, during which you may seek alternative locating services or choose to manage the task internally.

Thank you for your prompt attention to this matter.

Sincerely,

Raymond Rock, Owner

Kamron Nash

From: Kamron Nash
Sent: Thursday, August 1, 2024 9:17 AM
To: Raymond Rock
Cc: Debbie Michael; Sarah LaValliere
Subject: RE: Summit Utility District #2 (SDN01) Letter of Intent:

Good afternoon, Ray.

I was able to check our files and Henry's emails, and we did find correspondence regarding the updated contract for 2021 - 2024. My understanding is that a meeting was held between yourself, Henry, and Commissioner Casterline on November 16, 2020 to discuss the issue regarding billing for locates that are clearly outside the district boundaries. At this meeting, it was agreed upon that an adjustment to costs for these situations would be implemented in the future. At the December 10, 2020 Utility District No. 2 Commission meeting, a contract modification was approved by the Commission with the understanding that your pricing would be amended to include a new rate of \$1.00 for out-of-district review and continue the \$10.50 rate for in-district locates. From billing over the past 2.5 years, it appears as if you are following the agreed upon rates with the exception of the \$1.00 for out-of-district review. I did not find an email with a signed copy of the agreement sent to you after the meeting, so it may be that Henry failed to forward on a signed copy to you. I have also not been able to find a final copy here at the office, aside from the draft that you provided by email. I do not see any email correspondence showing that you followed up on the status of this agreement in the months following.

Henry's emails indicate that he reviewed invoices monthly and frequently had contact with you about charges that were out of district, and these were often adjusted to remove out-of-district locate fees. The inclusion of full charges by your company for out-of-district locates has continued despite the negotiated rate at the November 16th meeting that was approved by the Commission in late 2020, and the practice to short pay invoices for these charges has continued as it did prior to Henry's retirement. Your letter is the first time since the previous agreement expired at the end of 2020 that we have received any notification that our payments were unsatisfactory. We apologize if this has created issues for you and your company, but we assumed that this had been resolved based on the history outlined above. If we do come to an agreement for a contract extension and continue to utilize your services in the future, it would be helpful for you or your staff to bring any billing/payment concerns to our attention promptly.

We understand that there is little control over the flagging of properties outside of the district boundaries by Digger's Hotline, aside from ensuring that the mapping boundaries we provide are accurate. These boundaries were reviewed/updated in 2021 shortly after I started with the Village and were forwarded over to Digger's Hotline. There may be some additional adjustments that we can make, but there will also be some grey areas around the district boundaries. We questioned Digger's Hotline in 2021 about properties that are clearly outside of a boundary, but were still flagged for a locate. Their response was that it is not always possible to avoid notification for work that may be taking place just outside and/or bordering a member's service area. They also have a policy of automatically applying an approximate 100 foot "buffer" for each worksite for safety purposes, which would create issues along the district borders. We've actually seen our district flagged for locations that are well outside this 100' buffer. Aside from situations where the person filing the locate request provides vague or unclear information, we do not believe that it is unreasonable for the locator to be able to determine in advance from the office if these out-of-district locations require a site visit. I believe that this is the reason that the \$1.00 fee was negotiated at the November 16, 2020 meeting for these out-of-district locations, which is the same rate as an "all-clear" made from the office.

Your letter refers to settling outstanding invoices, but it does not provide a timeframe or reference to specific invoices. Any payments for services provided in fiscal years prior to 2024 will need to be reviewed and approved by the Summit Utility District No. 2 Commission. **If you would provide clarification of which outstanding invoices you are**

referring to receiving settlement, it would assist us in our review. I am certainly willing to take a look back on past invoices for those situations where we deemed tickets out of the area when they were in fact included within the boundaries, as your letter indicates. I have looked back briefly on 2024 invoices, and there may be some that immediately border the district (e.g., several on Mill Rd on the east side of the road in the City of Delafield), and it is reasonable to make payment at the negotiated rate of \$1.00 for each of these where the ticket instructions did not specifically require marking into the district boundaries.

We are willing to set up a meeting with you to discuss, if you would prefer to meet in person. I will be notifying the Commission at the meeting next week Thursday of your letter of intent, and they may wish to have a Commission member attend as they did in the past. I look forward to hearing from you.

Thank you,

Kamron E. Nash, P.E.
Public Works Director
Village of Summit
37100 Delafield Road | Summit, WI 53066
262-567-2757 main | pwdirector@summitvillage.org
<https://summitvillage.org/>
Pronouns: she/her/hers



From: Raymond Rock
Sent: Wednesday, July 31, 2024 9:48 AM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Cc: Kamron Nash <pwdirector@summitvillage.org>
Subject: Re: Summit Utility District #2 (SDN01) Letter of Intent:

Hi Sarah,

I have attached a screenshot of the email which was sent to Henry on Nov. 21,2020 containing the new contract for review.

It appears that we never received a signed copy back from him.

I also attached a copy of the original signed contract as well as the new contract which we never received back.

Thanks,

Raymond L Rock Jr
Excel Underground, LLC

Omro, WI 54963

Office:

Cell:

On Wed, Jul 31, 2024 at 9:19 AM Sarah LaValliere <deputyclerk@summitvillage.org> wrote:

Ray,

Thanks for the e mail. Do you have a copy of the most recent signed contract? Would you please send it to us?

Cheers,

Sarah



Sarah LaValliere

Deputy Clerk/ Deputy Treasurer

Village of Summit WI

Pop. 5,202

37100 Delafield Rd * Summit WI 53066 📞 262.567.2757 ✉️ deputyclerk@summitvillage.org

[Get Connected HERE](#)

Elected Officials and Members of Village Committees: in order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.

This message originates from the Village of Summit . It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute or use the contents of this message without permission, except as allowed by the Wisconsin Public Records Laws. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent, and may not be copied or distributed without this disclaimer. If you receive this message in error, please notify me immediately.



From: Raymond Rock
Sent: Tuesday, July 30, 2024 1:00 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>; Kamron Nash <pwdirector@summitvillage.org>
Subject: Summit Utility District #2 (SDN01) Letter of Intent:

Good afternoon,

Please see the attached pdf. Please correspond at your convenience.

Thank you.

Raymond L Rock Jr
Excel Underground, LLC

Office:

Cell:



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District #2 Commissioners

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: August 1, 2024

RE: Discussion and action on price increase from Delafield-Hartland WPPC

BACKGROUND: We received a letter from Del-Hart stating they would be increasing our monthly rate per DUE from \$16.50 to \$19.50 Please see the attached letter. The Utility Commission analyzes the financial data and reports from Ehler's during the annual budget discussions. The Village currently charges SUD2 customers 17.67 per month (\$53/qtr) for the treatment portion. See the attached chart comparing the fees.

I did review the agreement between SUD2 & Del-Hart and they do have the right to increase rates as deemed necessary.

The Commission needs to discuss and determine if it will use Fund Balance to absorb the increased expenses for the remainder of 2024 or if it would like to pass on the increase cost starting with the July 1 billing cycle. Then, additionally, we will need to discuss the 2025 rates during the budget meetings.

ATTACHMENTS: Del-Hart WPPC June 14, 2024 Letter, User Fee Comparison & Projections for rate increase

FISCAL IMPACT: Unless SUD2 adjusts their fees mid-year, there would be an estimated loss of \$1.83 per DUE per month on 740 DUE's
Estimate of: \$8,125.20 loss for remainder of 2024

MOTION: Direct staff to notify SUD2 customers that there will be a \$5.50/quarter fee increase for the Treatment portion of their bill for the term of July 1 – December 31, 2024.

Direct staff to utilize General Funds to make up the deficit in revenues for year ending December 31, 2024, due to a mid-year, unexpected increase in Treatment fees from Del-Hart WPPA.