Utilities Committee – (WWTP) Meeting Agenda

Tuesday, April 14, 2015 at 7:00 a.m.
Sister Bay Fire Station — Large Meeting Room
2258 Mill Road

For additional information check: www.sisterbaywi.info

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order
Roll Call

1	Chair – Pat Duffy		2	Scott Baker	
3	Shane Solomon		4	Fred Anderson	
5	Peter Sauer		6	Frank Forkert	
	Village Administrator – Zeke Jackson			*Utility Manager – Steve Jacobson*	
	Utility Supervisor – Mike Schell			*Finance Director – Juliana Neuman*	
	Utility Clerk – Martha Baker			*Town Administrator – Bud Kalms*	

Approval of the Agenda
Approval of minutes as attached
Comments and Correspondence

Discussion Items

1. *Administrative related*
   a. Discussion on mediation regarding the issue of Plant ownership
   b. 2014 Financial Report
2. *Plant related*
   a. Capacities Report
   b. Water Still boiler replacement
   c. Oven replacement
   d. Sludge concentrator polymer mixing tank repairs
   e. Aeration basin dissolved oxygen control issues and new motor purchase
   f. Effluent sampler signal control issues
   g. Sludge and arsenic sampling
   h. Main Lift Station valving issues
   i. Main Lift Station pump inspection concerns
3. *Matters to be placed on a future agenda or referred to a Committee, Official or Employee*

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov. It is possible that members of and possibly 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 governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:

□ Administration Building □ Library □ Post Office

_____ / _____
Name Date

UTILITIES COMMITTEE - WWTP
COMMITTEE MEETING MINUTES
Tuesday, January 6, 2015
Sister Bay Fire Station
2258 Mill Road
(Unapproved Version)

The January 6, 2015 meeting of the Utilities Committee was called to order by Committee Chair Patrick Duffy at 7:03 AM.

Present: Committee Chair Patrick Duffy, and Members Scott Baker, Shane Solomon (arrived at 7:06 AM), Frank Forkert, Peter Sauer and Fred Anderson.

Staff Members: Village Administrator Zeke Jackson, Utility Manager Steve Jacobson, Utility Supervisor Mike Schell, Finance Director Juliana Neuman, Utility Clerk Martha Baker and Town Administrator Bud Kalms

Also Present: Village Consultant Bob Kufrin.

Approval of the Agenda:
Motion was made by Forkert, seconded by Baker, to approve the January 6, 2015 agenda as presented. Motion carried – all Ayes.

Approval of the October 7, 2014 meeting minutes:
Motion was made by Baker, seconded by Sauer, to approve the October 7, 2014 meeting minutes as presented. Motion carried – all Ayes.

Public Comments and Correspondence
(All discussion regarding plant ownership has been transcribed)
Duffy: First we're going to acknowledge two letters, one that the Village sent to the Town and one where the Town replied. Just as a point of clarification or background information, so everyone knows the way this came about, the Village's Administrative Committee met and wanted to see some movement in this matter so asked Zeke to draft a letter. It was the intent of the Village President to sign the letter but he had left on vacation but wanted to get it out before the end of the year. In his absence they asked me to sign it, I didn't realize there was a potential procedural faux pas, if you will, but it was the intent that that was coming from the direction of the Village President and the Administrative Committee. That's the only reason why, there wasn't any, "we don't want the committee to meet on this" or anything else and if fact we've got it posted and we'd like to discuss it today.
Sauer: OK, when you send a letter from, for Dave *(Lienau)* why don't you indicate that Dave... When you signed it... so it's obvious...
Jackson: We had some discussion at the staff level about this originally on the letter that Dave Lien au's name was on it and then Dave left for vacation. And so we thought, OK who's the appropriate member to send this and I asked Pat *(Duffy)*. I felt it appropriate to have the committee chair send the letter. And Pat said, "OK."
Sauer: You know, in this case, it should have been from the Board, so...
Duffy: Like I say, we can *(unintelligible)*, but that's who generated the request for the letter to be drafted, asked Zeke to draft it and intended on sending it that way but... So that's FYI.

Discussion Items

1. <u>Administrative Related</u>:

a. Discussion on mediation regarding the issue of Plant ownership

Duffy: So, in that regard we'd like to have a discussion on mediation regarding the issue of Plant ownership. And what I'm actually going to do is turn this over to Bob *(Kufrin)* to start that.

Kufrin: Good morning. I think the best way to start is to just briefly review the Section 12.3 process that was extensively negotiated between the Village and Town so that everybody makes sure that they know where we are in this process.

Forkert: Bob, excuse me, I thought we were going to discuss these two letters first, not what you think we should talk about. And who is right, the Village or the Town? I think if the Town is correct in their response we should proceed according to that. Is that what you're doing?

Jackson: That's what he's doing.

Kufrin: That's the intention, the intention was for the Town to make its presentation regarding Plant ownership and then for the Village to make its presentation on Plant ownership. And then for the committee to make some kind of decision, whatever decision that is.

Forkert: OK, but not at this meeting.

Kufrin: But that's...

Forkert: What's the purpose of your being here?

Kufrin: Well, the purpose...

Forkert: Why are you here?

Kufrin: I'm here because the Village asked me to be here. And the purpose of this item on the agenda was to discuss the Town's and Village's ownership presentations, which had been...

Anderson: That's not what the agenda item says, Bob.

Forkert: That's correct.

Jackson: Discussion on mediation regarding the issue of Plant ownership. That's exactly...

Forkert: Talking about mediation, not talking about the issues to be taken up at mediation.

Kufrin: I guess the committee could decide then to just proceed to mediation.

Duffy: We were thinking, based upon the letter, what it seemed like the Town wanted was for this committee to discuss it.

(All talking at once)

Jackson: It would be apparent that two things will need to take place today. One, or the other, which is that we need to have a discussion about moving this towards mediation or, in the 12.3 process, which is what Bob was talking about, that we would make our presentations. All under this context of discussion of mediation and that's what we have continued down the path of. So, are you guys prepared today to have a conversation?

Anderson: No.

Sauer: No.

Jackson: OK. We've received your documents...

Sauer: Yeah, we're not prepared to make a presentation, we didn't understand...

Anderson: I took this agenda item to mean that we were going to have the conversation leading up to the conversation of the two points that you, um, that you just indicated.

M. Baker: Hasn't the committee had that conversation already?

Anderson: No.

Solomon: Respectfully, I'm probably the newest member on this committee and I've been here for two years and I think I've seen maybe seven or eight meetings where that was what was discussed, is leading up to our presentations. Um, and this is not any disrespect to anybody, I think at this point, since neither of us can seem to find a common ground to figure something out, we're handing over to a third party mediator, so feelings and relationships aren't damaged anymore is probably the best option.

Anderson: Shane *(Solomon)*, I agree with you completely, OK, I agree with what you just said, completely. This, I guess the point I'm trying to make is, this agenda item does not indicate, and I know the three of us were not prepared to show up with a stack of papers like this, this morning, to have that conversation.
Solomon: OK.
Anderson: And I'm, I guess, well I'm, I need not say anything more, other than, um, my thought process on what discussion on mediation is as an agenda item is different than what was drafted.
Jackson: What would your thought process be on this, Fred *(Anderson)*?
Anderson: As I stated, see, what I thought we were going to do this morning was have a conversation and try to find, try to find a date where we could have the presentations and do those kinds of things.
M. Baker: How many times have we done that already?
Jackson: I guess...
Solomon: Many.
Duffy: Well, I've got a question. So, Peter *(Sauer)* and Frank *(Forkert)*, do you share Fred's, and correct me if I'm wrong here, share Fred's opinion that it would be a good idea to go to mediation? Having a third party help the two parties to come together to resolve this issue?
Forkert: Peter, I think the procedural thing was that this committee was supposed to look at the issues and seek coming to an answer. This would avoid mediation and the expenses and the time for both of the parties. And I think, what I feel speaking for myself, is this committee should sit down and look at the issues. Ahh, I don't think this is a point where we have to take a meeting, whether it's business to be done to take this issue. I believe previous meetings were set up, some we couldn't come to, some we weren't ready for, but I think the procedure is if we can sit down like gentlemen and discuss this issue, maybe through better understanding of each other's positions, we can come to a solution that would resolve the ownership issue. There are a lot of things that haven't been considered up til now.
Duffy: So, there's new information that the negotiating committee didn't hear during its two years of discussions?
Forkert: Well, we have new members that may not be familiar with all those things.
Duffy: OK, is there new data, though, that the Negotiating Committee did not already hear, consider, and determine wasn't agreeable?
Kalms: The negotiating committee didn't discuss ownership. It was not discussed, it was...
Duffy: At first we started, we had several meetings where we heard your presentation and we had discussion meetings and we determined that after many meetings we couldn't come to terms on the ownership so then we put it to the side and went with the agreement. I could be wrong but I'm thinking there were a good half a dozen meetings solely on the ownership, listening to both sides opinions and once we determined that, hey, this just isn't working, we said OK lets at least get an operating agreement and then we'll come back to ownership, after we have the agreement.
Forkert: I don't think we've come back to that yet. To review it from both sides. Our side would like to make a presentation with experts, which we've not done in the past. It's been so long since those experts came and spoke for us. Uh, I don't think there should be a rush to get this right because I think we'd save an awful lot of money and an awful lot of time if honest, good thinking people on this committee got together and reviewed things once again, thoroughly, with presentations. And it's been in order for some time for the Town to do this, we're not ready yet.
Kufrin: I thought the Town submitted their documentation back in October.
Forkert: That's not presentation.
Jackson: Who's going to make the presentation on behalf of the Town?
Forkert: This is yet to be decided to a certain extent. We have both the legal counsel and the engineer.

Jackson: Hang on. We've established a number of meetings where the Town has said we want to be able to present. So at this point I would expect that the Town has already got someone appointed to make a presentation *(unintelligible)*.
Forkert: We do have those people. We have to get them together. We have to have a meeting where we can sit down and take it in order as it was set up to do.
Duffy: OK, well, what you're saying is, if we were to say, OK let's set a date, you're not ready as of today, to make a presentation. So if we said, let' make the meeting next Monday, in all likelihood you wouldn't, the Town wouldn't be ready.
Forkert: We have to get people in, we have to set a time, and I think our administrators can engineer that and get a meeting as soon as feasible.
Jackson: I would disagree, sir. I would say that Bud *(Kalms)* and I have made numerous attempts to set this up and for whatever reason it would appear as if we cannot. I'm going to call your attention to this, maybe this is the discussion that we would all have, if we could. Take a peek at Section 12.3 and review that process and, Bob, I'd ask you to speak on that, right. What would trigger mediation, what is the Village's thought on that and what is the committee's thought on that and what is the Town's thought on that? And understand that this is a section of the whole but we'll at least get up to a point where we can agree on that piece.
Kufrin: This section, 12.3, was negotiated over about a four-month period. The discussion really revolved around somewhat empowering the utility committee to make decisions. That was the original intent, empowering the utility committee to make decisions, and then it evolved into if there were disputes over the operation. And that's a very nebulous term, but if there are disputes, controversies, or claims arising out of the agreement, the utility committee shall promptly and in good faith, and the discussion, our thought was there that it should occur reasonably quick and this issue has now been going on for almost two years, in good faith to resolve the matter. If it's unable to, if the committee is unable to resolve it then it's supposed to report to the parties and the parties are the two respective boards. Then the two, the Village and Town, shall attempt in good faith to resolve the matter through negotiation. The challenge there is if the two communities' experts are unable to resolve the matter, is it likely that the boards will? That's the challenge in that respect. If it can't be resolved through negotiation then it proceeds to mediation in an attempt to resolve it. Each party will propose an impartial mediator. And that's, you know, whoever someone thinks, there's a variety of different types of people, but to have an impartial mediator. If the parties can't agree on a mediator then it goes to the Chairperson of the Alternative Dispute Resolution Committee of the State Bar, which is a group that has mediators. If that person is unable or unwilling to do so then it goes to the Circuit Court and the Circuit Court Judge makes an appointment. If the mediation is unsuccessful or if no mediator has been appointed within ninety days of the request, the thought was that this process is to move along, so, if they can't do it in ninety days then either party may commence an action in Circuit Court. Each party is responsible for their own litigation expenses. The composition of the mediation team will be determined by each party. So there's no restriction on the number or who is there. The time and date, location, and number of mediation sessions will be determined by an agreement of the parties and the mediator. And the time it takes for the mediator to schedule and get all those things arranged, that process itself, I mean, and I've done labor mediation, and that process can take six months if not more, from when you start to when you're really working through the process. If the parties and the mediator are unable to agree on the date, time, and location it will be determined by the mediator, him or herself. And if the parties can't agree, ultimately the mediator is in charge and says this is where we're going to be. The mediator will establish the format and the rules for the meetings. So the mediator is the in-charge person at that point. The costs of the mediation will be equally shared by the parties. So the mediator has expenses and whatever those bills are the parties share that. If a party fails to attend without five days, if a meeting is scheduled and somebody just doesn't show up, that party is responsible for bearing all the costs for that session,

without five days' notice. So if you just don't show and the mediator's there, it's kind of like paying for an inspector, if the works not there and he shows up, he bills you. A settlement of the agreement made during the course of meditation upon approval of the parties shall be deemed an amendment to this agreement enforceable by either party. So, the thought was, if the mediator reaches a settlement of the parties, then the two sides are expected to recommend to their respective boards to approve the agreement, or, approve the settlement. It's still up to the two boards though, to do that. Notwithstanding section 2.h of the agreement, which referred to Plant ownership, the parties agree to any claim of the Town of an ownership interest in the Wastewater Plant, they'll negotiate and mediate a claim in accordance with these sections before either party commences a claim in Circuit Court. So, this section, as it evolved, basically first started the process with the utility committee to try and resolve the issue. Some could be big issues like Plant ownership; that was certainly called out, but there could be other issues as well. And if the committee is unable to resolve it then it went to the respective boards. So, I think the thought in tackling, and I think, Bud, and I guess, Peter, Fred, Frank, when this was going on it was that it would move along relatively quickly so that the issues just don't linger and linger and linger. So, that's section 12.3 and it was for the committee to have a session to review, each review, either presentation and try and see if there's a way to agree, a way to settle it.

Duffy: And the letter, the letter that the Village, I wound up signing, but it was the intent that that was the notification part, that the Village had thought that we've given this multiple chances to come together and since we haven't been able to come together in a reasonable amount of time, this is the Village's notice that we believe the best course of action is to go to mediation.

Forkert: But that letter doesn't state that, number one, number two, to simplify what Bob has been going through, I think it's been the assumption from our committee, and I'll defer to Peter and Fred and Bud, uh, I think we're still at the first session and I think we should like to make a presentation as we thought a few weeks ago, uh, and then the Village will make a presentation and then this committee will sit down. So there are four levels here, if you simplify what Bob went through by reading, it's at the committee level, if they can't decide then it goes to the board's level. If the boards can't decide then it goes to mediation. And if it doesn't decide at mediation then either party can take it to Circuit Court. Is that a...

Duffy: Except that for the last couple of years, Frank, we have in good faith set meetings that were, you're today telling us you're still, the Town is still not ready. How can you in good faith set a meeting knowing you're not ready? If you're not ready now, you sure as hell weren't ready two months ago, three months ago, and six months ago.

Forkert: ...didn't know this was going to be a meeting.

Duffy: OK.

Forkert: We weren't properly noticed.

(All talking at once)

Duffy: OK, OK, well, let's get beyond this meeting...

(All talking at once)

Sauer: OK, Pat is your definition of what prompts action is a little bit different than ours. We're trying to set a meeting between two different municipal parties here, and that's not easy and we want to bring in our experts and things like that, it's difficult. And you've run into problems trying to set the meetings and we've, you know, we've had more problems than you maybe have, but I think we're still in the position, we'd like to try to set a meeting, get our people in here and make our presentation because the people that are on the present committee were not the people that were in the negotiating committee and so we've got a different personnel here to make a presentation to.

Kufrin: Pat, do you want to caucus for a minute?

Jackson: Yeah.

Solomon: Sure.

Duffy: Go into the hall, or what do you want to do? Who's part of this?
Kufrin: Well, it would be the Village.
Duffy: Be right back.
(Duffy, Baker, Solomon, Jackson, and Kufrin left the room) 7:27 AM.
(Duffy, Baker, Solomon, Jackson, and Kufrin returned to the room) 7:31 AM.
Duffy: OK, thank you for your patience.
Forkert: Mr. Chairman, will you let us know in your book of rules where you took your side out of here and had a separate meeting? I thought everything was supposed to be open and before the joint committee. What are the rules that permit you to do that?
Duffy: I would offer that at any time if you want, and the Town, to caucus privately, I'd be all in favor of it, Frank.
Forkert: We would have to ask and we probably would...
Duffy: OK.
Forkert: ...it's not in the rules.
Duffy: OK.
Forkert: I think what has happened is beyond the rules. Period.
Duffy: OK. I don't know what, ah, procedural, you know, thing, but what the Village would like to do is make a motion that we feel the committee has in good faith attempted multiple times to take this issue up and is unable to do so. And we would like to make the motion that we present to the board our recommendation to move this to mediation.
Solomon: I'll second the motion.
Duffy: All in favor?
Duffy, Baker, Solomon: Aye.
Duffy: All opposed?
Forkert, Sauer, Anderson: Aye.
Duffy: OK.
Jackson: Mr. Chairman, it appears we have a split committee and based on the rules outlined in the 12.3 process, the default has been referred over to the respective boards to move this on to mediation as indicated in the letter from Liberty Grove.
Forkert: I'd like to make a comment, Zeke *(Jackson)*. When a motion is made there's always an opportunity for discussion. People have to vote is all, and there's no opportunity to discuss this issue beforehand and I think, again, this is a matter of process. Just forsaking the rules; do what you want to do.
Duffy: What we want to do, Frank, is for both parties to move on from this matter. And after many years and many attempts we haven't been able to do so.
Forkert: Now we're having a discussion we should have had before the vote.
Duffy: We did have, we've had this discussion at about six meetings, Frank.
(All talking at once)
Anderson: Pat, I'm sorry but you didn't call for discussion before the vote.
Duffy: OK, I will, what can I do? Rescind the vote?
Jackson: Make a motion to reopen this item for discussion. You already have a motion, a second, and a vote on the floor that's been established. You're simply discussing that agenda item.
Duffy: OK, my apologies for not allowing discussion. I will happily reopen for discussion. Frank, the floor is yours.
Forkert: I didn't ask for the floor.
Duffy: You did. You said you wanted discussion, you specifically wanted discussion. The floor is yours.
Forkert: OK, well let's look at the history of this thing. And I think this is the type of discussion we should have had before we had the vote. Starting in 1998 the Town came to the Village and many, many times with correspondence between the Town Chairman and the Village Chairman. They

were ignored for months and months at a time. This is sixteen years ago. The Village dragged its feet all that time until about three years ago or two years ago when we set up this committee. Do you know the exact date, Bob, when this committee was set up?
Kufrin: You're saying that...
Forkert: When the rules for procedure were set up for the committee?
Kufrin: ...excuse me. You're saying that the Town sent the Village letters in 1998?
Forkert: We wanted to get together to resolve the issue because the '88 agreement issue said that we would get together before '98 to update the agreement.
Kufrin: You mean 2008.
Forkert: 2008.
Kufrin: I'm trying to make sure...
Forkert: Thank you for the correction. This went on until we finally set up this committee. And if I remember correctly, I don't have the papers with me; we set up rules that that committee was going to operate under.
Kufrin: That's correct, and there was, I was the one that was managing the Village's side of that issue for some time. It took a lot of research to find the documentation. I believe in 2010 the utility committee worked for about a year and a half to develop and agree on a spreadsheet that showed the depreciation schedule. There was discussion between the auditors and the engineers on the relative values of the different parts of the Plant, the initial investments made, the formulas. And this committee spent a lot of time looking at those numbers and agreeing that the methodology was correct. Once that was done, which was a really important part of it, I mean, you almost needed to do that before you did anything else. That's when we started the negotiation between the Village and the Town on the operating agreement. The first one that was done was the Sanitary District, or excuse me, the Utility District, and that one was done and then the agreement with the Town. Those negotiations took place over about a two-and-a-half year, almost a three year period. The net result of the negotiation with the Town was that the Village and Town both agreed that the agreement did not address the issue of Plant ownership, that it addressed how it was going to operate, what services the Village was going to provide, what responsibilities the Village had. There were lots of meetings and discussions on ownership and the committee was unable to resolve it. And subsequent to that, then there was other documentation provided to the Town on Plant ownership. It wasn't attorney opinions; it was documentation from the '86 to '90 period that showed the process of how the intergovernmental, the first intergovernmental agreement between the two parties worked out, which basically said the Village owned the Plant and the Town was buying capacity. I think the negotiating sessions, even though they were very long and lengthy, I think they were a good educational experience for both sides, for the Village to get some idea of what the Town's position was and how the Town felt on the issues, and hopefully for the Town members and the Town Board members and the Town negotiating committee members, to get a better understanding of how the utility operated. So even though it was very long and lengthy I think it was a good learning experience and it was, I think the Village's intent, was it strengthened the relationship and improved the relationship between the two communities, particularly in the language on the role of the utility committee. I think that was substantially different from the original agreement, and I think the intent was that there would be better partnership. And the ownership issue has really been kind of festering ever since. I mean, it was festering in 2010, 2008 and all this process has done, to me all the meetings have done nothing to resolve that issue. They just keep it going and have done nothing to resolve it. And I'm not sure that, in my personal opinion, that the parties, it's almost like, I hate to say it, it's almost like, it's just very hard for me to imagine that the two parties will amicably reach an agreement that all of the respective board members, Village board members and Town board members will say that's right. And I think that's where the mediator comes in and can help solve it. Keep everybody's feet to the fire.

Kalms: But the bottom line was as we approach the expiration of the original agreement, the '88 agreement, the Town level discussions and inquiries were, we need to get together to work on this agreement per the, and I forget the time-line, we were supposed to start before the expiration of the '88 agreement, we weren't getting a response from the Village and I think we started, probably a year or two years after we should have started on that agreement and we weren't getting any response until John Lowry and I went in to your office that day before Christmas and said the Town was frustrated and we want to get going on this. If there's no answer from the Village we're just going to go to arbitration. And then we had some discussion that day and then after that, I don't remember exactly when, we did get going on it. But it was substantially after the provisions in the original contract that we should have started negotiating. So, whether that was one or two years, now we're looking at one or two years on the ownership issue, I think there's still time for us to get together. Let's set a date, a drop-dead date, and if nothing happens by then we, if one of our consultants is out of town, she periodically is, and if nothing happens by that date turn it over to the boards.

Kufrin: I guess the question I have though is that, there's a series of records, historical records, that show the process that the two communities went through back in '85 to '90, roughly a five-year period, there's historical records that show a vigorous exchange of opinions between the two parties. And that exchange was codified in that agreement, which said the Village owned the Plant. Now, if you're saying that a consultant or an attorney is going to come in and say the past twenty, all that five year period of negotiation and everything that's happened it's really a legal issue, it's really a matter of attorneys talking, how are the committee members going to be able to understand or agree that this court decision of 1905 or 1975 makes a difference. I had the impression that the discussion was on the records. How did it get to the point where the Town agreed that the Village owned the Plant?

Forkert: You're pulling something out of the sky.

(All talking at once)

Forkert: You're saying that this is a lawyer discussion, it's not. What we want to do is to get the committee, and this is plain and simple common sense, we want to get the committee to sit down and hear the presentation from the Town at one meeting and then the next meeting from the Village. You have two board members here that have not been through all these years of things and they don't understand. I think a review by our consultants bringing things up to date and putting them in proportion is important for each member of this committee to have a full, current, up-to-date presentation. That's just common sense.

Kufrin: Would your consultants work on the '85 to '90 documentation or something subsequent to that?

Forkert: I think what they obviously would do, and I can't speak for them, is based upon the history of things make things more simplified, more organized, and more understandable. I think there's some things I can still learn about here. I've been here since 1970, watched this whole thing go. If you don't want to do this, and you want to go right ahead to mediation you've got the vote to do it. But I think you're passing an opportunity to review this thing at the committee level again. If you don't want to do it, you've got the vote to go ahead, but I think you're making a big mistake.

Duffy: This presentation you're referring to with the information, Frank, is that, when you say learn things and move forward, are you talking about doing something different than now, from an operating and ownership standpoint, or are you talking about trying to define or determine, once and for all, who owns it?

Sauer: You have to recognize that...

Duffy: Well, wait, wait, wait, wait, wait. I'd like an answer to my question. Is what you're referring to, the presentation, is that going to help us have the data to make a determination in who owns the Plant and its assets, or is it a recommendation for a change of ownership philosophy or operations philosophy?

Forkert: I, and correct me, my guys on my side, I don't think it's either. I think it...
Duffy: Wait, wait...
Forkert: ...I think what we're looking...
Duffy: ...wait, wait, wait. The issue at hand is...
Forkert: ...for is the process.
Duffy: ...over the ownership of the Plant.
Forkert: And it's on the ownership only...
Duffy: If you have data...
Forkert: ...you said operations...
Duffy: ...right. Because...
Forkert: ...too, that didn't pertain.
Duffy: And the reason I say that is based upon the many meetings we had and the prior presentation, you started this out by saying we have board members who haven't heard the presentation, I listened to the presentation, OK, and we spent many, many meetings discussing it. That presentation wasn't over who owned it, it's over how the Town felt it should be owned moving forward. By setting up a commission, put all the assets together and it's a shared thing. Am I right about that? Frank?
(Silence)
Duffy: That was the crux of that presentation, your consultant came in and he said, "Look, this is how we *want* it to be." It wasn't a discussion over here's why the Town believes they own it.
Forkert: We presented a solution.
Duffy: Correct, OK, there it is.
Forkert: OK.
Duffy: The difference is, that's not the issue on the table. The issue on the table is Plant ownership, who owns the Plant.
Forkert: The suggestion that was brought up by our engineer is there are other areas where this ownership problem has come up and they have resolved it in a way he suggested to this committee.
Duffy: OK.
Forkert: And all we got from the Village was, "No, no, no, no."
Duffy: Well, we did, for many meetings, we listened, we digested, we discussed at great length. After all of that the Village said, "Sorry, but we don't agree with this philosophy."
Jackson: I would point out just a couple of things. One, I think I may be the youngest administrator in this state, or the second youngest administrator in this state, all right, I was six years old when this agreement was written in 1988. And as I go through this, right, the 1988 agreement, "the parties represent that they have the following mutual understanding in a.) the Villages intends to construct and own and operate a wastewater treatment plant to serve the entire Village of Sister Bay, the Town of Liberty Grove Sanitary District", if I go back again to page three, "the purchase price of capacity is referenced for Liberty Grove", if I go again to another page, five, "Town's purchased overall design capacity in the Plant". This agreement makes no reference to ownership by the Town. Now this is all that I had to go on, this documentation, so Mr. Kufrin references documentation. It's not about a resolution to an opinion that someone holds to this document should it have been different. This is what these two municipalities articulated and agreed to back in 1988.
Forkert: 1988, and agreement expired and except for automatic renewal until it was discussed. And we challenged in '08. And we said we challenge the ownership issue.
Kufrin: And the subsequent agreement, the successor agreement to that does not give the Town any ownership...
Forkert: That's correct.

Kufrin: ...interest so when we negotiated the discussion was, this was, the successor agreements, both with the Utility District and the Town, were for operations. How is the utility going to operate from both entities, and ownership was the left unaddressed because the Village's opinion was different than the Town's, and quite honestly, the Town agreed that ownership would not be part of the two intergovernmental agreements. It said, "We're not going to talk about that, we're going to solve all these other things, get all this other stuff worked out but we're going to leave ownership aside."
Sauer: Right.
Forkert: We had to, to handle the operations side. The operations side is now taken care of and now we're talking this committee's responsibilities of getting together and finally resolving the ownership issue.
Jackson: Mr. Forkert, I respectfully submit that you all consider the opinion letter submitted by the firm Kaye & Anderson that the Town's entire assertion is based on essentially a legal opinion from the Wisconsin Supreme Court from 1884, so the claim itself of ownership seems to be based on a specious legal opinion, not on fact that is contemporaneous, based on the documentation. So, to Mr. Kufrin's point, if this is going to be based on attorneys coming together and having a conversation between attorneys, where they will review case law and case opinions, that really is beyond the scope of what any of us at staff level may be prepared to deal with. And that needs to kick on to a much higher level. It appears that the Town has already had that conversation with legal counsel, you know, what case law {would provide us "the town" with a claim of ownership} *(unintelligible)*, from a common standpoint {any attorney can provide a string of cases to yield an opinion on a certain point} *(unintelligible)* appears, what case law can we reference that would provide us some assertion of ownership that somehow stands out above all the documentation that both parties now possess. It would appear that the vote that was taken earlier, after maybe some more discussion, will need to be called again. Again, that's with documentation provided.
Sauer: I think historical documents will indicate that prior to the '88 agreement, this discussion was going on. The Town and the Village were talking about ownership, separate ownership, each one having part ownership. Suddenly that went out and the agreement said the Village was going to own it. The problem we have is there, and we have today, is that if you have split ownership the DNR will not approve the agreement. And so evidently the Town just said OK, go ahead, you put your name on the document and we'll just go ahead, proceed with that, but we still feel we have an inherent ownership, and that's a legal question that you come up with.
Kufrin: I guess that's not substantiated by the agreements that were drafted at that time.
Sauer: No, there're no minutes or anything that, where that agreement was voted on or anything, the Town just caved and approved it.
Kufrin: And I guess if that's the case then the Village's claim to ownership is accurate. That the Town agreed with the Village that the Village will own the Plant.
Sauer: Yes.
Kufrin: Now if the subsequent, to me, if their subsequent dispute of the meaning of the word or the intent of that language, where you have attorneys talking, you know, pulling out, the best way to glaze your eyes over is to have two attorneys talk about court opinions.
Sauer: Isn't that what we're going to proceed to if we go to mediation?
Kufrin: No, actually...
Anderson: One step short of that, Frank, one step short if that.
Kufrin: ...mediation is very, a mediator is somewhat like a judge. The mediator will have...
Sauer: He's going to bring up all these points that...
Kufrin: No...
Solomon: He's going to listen.
Sauer: Listen, let me talk. He's going to tell you what's going to happen if he can't come to a resolution. It's going to go to the Circuit Court, then you're going to have the legal people getting

in there and hashing it out. So he's going to try to settle the thing before it gets there and he's going to tell you what your chances are if you run up against this legal position and try to sort it out that way. He's going to say this is what's going to happen and the chances of you losing is pretty good, actually. So...

Kufrin: Actually, a mediator will come in and tell the Village that he really thinks, or she thinks, that the Town has a good case. The mediator will tell the Town that he thinks that the Village has a really good case. And that it's really incumbent on the parties to try and reach a settlement. And he will be there, I keep saying he, that person will be there to try and see if there's any way to settle the issue and for the parties to present their documentation and to talk about it, because we're really talking about a decision that was made in 1988.

Sauer: You realize that there is a solution, that if both parties would accept, to have just joint ownership in a commission owning the Plant and running it.

Kufrin: That's a different issue than Plant ownership.

Sauer: No, it settles the Plant ownership.

Jackson: No, sir. Essentially, here's what all the documentation says, the documentation says the Village of Sister Bay owns the Plant. Somewhere along the line, be it meetings that weren't recorded, or something, there's still some living opinion, I would imagine amongst committee members from the Liberty Grove side of this delegation, there's some living memory that persists beyond the documentation that we *feel*, not that we can prove, but that we feel there is some Plant ownership stake based on a recollection from 1988 and again, when I was six.

(General laughter)

Jackson: So, if what we're talking about is, we agreed in 1988 that the Village owns it, I don't know why, other than reading the letters, right, that this was agreed to. Here we are now and what I'm hearing is there's this other thing which is there's this way to resolve this somewhat based on the conversation they had in 1988 which is "let's form a commission". Meaning, we're going to resolve our feelings about ownership, not we're going to resolve the issue of ownership. This issue of ownership is a legal opinion; I'd love to dissolve a number of things that I feel like are not working apparatus of the Federal level, State level, or local level, right? That doesn't mean that I have a legal basis to do so. Back to the issue at hand, if I ask a girl to the dance so many times and she keeps telling me no, I go ask somebody else. I feel like that's kind of where we are with this. We keep saying hey, let's go to the dance and Liberty Grove says, "No, I'm not ready, I don't have a pretty dress picked out." So we're now asking the mediator to the dance, is a little casual analogy of that.

Kufrin: If the goal of the Town, to echo Peter's statement, if the goal of the Town is to convert the existing ownership to a commission, the Village negotiated in good faith with the Town at the negotiating committee on that issue and the two parties, both the Village Board and the Town Board, were unable to achieve that. And if that's really the underline goal behind this ownership issue, is to convert the ownership stake to a commission, it's really, if you really think about it, really think about all those meetings we had, is it likely that the two parties are going to voluntarily, or that the Village is going to voluntarily give a fifty-percent, effectively a forty-five percent, whatever the numbers are, ownership stake to the Town voluntarily? It's not likely.

Forkert: Let's get back to simple common sense. Did the Village pay for that entire Plant itself? And does that mean that now they own it? That's a question.

Kufrin: The Village, the agreement and funding mechanism that was put in place in 1988 was approved by the Town, it was approved by the DNR, and was approved by the Village. So, all three entities agreed to that funding mechanism as it was outlined in the intergovernmental agreement. Now, whether or not you think that's a good deal now, you're certainly, the Town's certainly entitled to a different opinion as to what was done twenty-four years ago, or however long ago it was, the Town is certainly entitled to a different opinion but the ownership stake is, if the intent of having more meetings on ownership is to convince the Village that a commission, and an

ownership commission, is the right thing because that's what the Town thinks, I think that really, it's a futile effort. After two years of negotiating committee, the board was unwilling to do that. The ownership issue has come up again, why spend more years and more money and more time on the issue? Get it resolved. I mean, if the Village loses, a court is going to say, "Village, the Town owns half of it." That's what's going to happen. If the Village wins, the Town, somebody else has decided. It's unlikely, Frank, you've got to really think about it, it's unlikely that the Village is going to willingly sit around the table and give ownership, fifty percent ownership stake to the Town based on the historical documentation from '85 to '90, as compared to what the Town thinks is a good way to do it now.

Duffy: Does anybody else have further discussion to add?

Sauer: You mentioned that if the judge says the Town owns, you know, forty-five percent and the Village owns fifty-five percent, what happens at that point?

Kufrin: You've got to have a new agreement. You've got to have a new governing mechanism.

Sauer: But then, governing where two parties own it, that the DNR will not approve.

Kufrin: I don't know that, the Plant ownership would be in the stake of a commission, that's a legal entity.

Sauer: Right, why don't we proceed to that instead of going through all the...

(General laughter)

Sauer: I mean, it looks like it's very simple. It works with the Fire Department and the Library; we've got good working relationships. The Village has never told us why they do not want to go in that direction.

Solomon: So does that renounce the claim of ownership by the Town? And just go into a commission so Sister Bay owns the...

Duffy: No.

Sauer: No.

Solomon: That doesn't...

(All talking at once)

Duffy: That was my whole point, that we're not trying to resolve the issue at hand, you're looking for a work-around to that and a move forward.

Sauer: Yeah.

Duffy: OK. So the Village is saying, "We understand what you're asking for, we hear you clearly, we don't agree with it. That's not what we want to do; we want to resolve the issue of ownership." If, contrary to your position, if whoever, the mediator, the judge, whoever it may be, determines that the Village owns it, that's what the Village believes and we think the operation will continue as it has and hopefully everybody will be happy.

Anderson: The only point of clarification; a mediator would not make that decision.

Duffy: Well, we would have to agree, the mediator might present a position. Both sides have to agree to that.

Anderson: That creates common ground, everybody would...

(All talking at once)

Jackson: Bud, has your auditor had a chance to talk to you?

Kalms: Have a what?

Jackson: Have you had any conversations recently?

Kalms: Not recently.

Jackson: OK.

Duffy: OK, well if nobody has any further discussion should we retake the vote?

Forkert: I'd like to make a comment here, thank you for being patient with me. I think we'd like to have our day in court so to speak, we'd like to make our presentation to the committee. We'd like to hear the Village's presentation to the committee. It could be that maybe one or three committee members will agree that there's an area where we can sit down and compromise at the committee

level and avoid all the costs of mediation, and all the costs of the boards going in to this, and going to Circuit Court. We've taken a position and I think it's based upon common sense. It does fly in the face of the '88 agreement. I have researched all of our Town records on this. I spent a day going through each and every meeting starting six months before and after '88. This issue was not even brought up before the Town Board for approval, in anything I could find.

Jackson: Mr. Forkert, I'd like to offer somewhat of a middle ground that will allow both parties to move forward. You just stated that you'd like an opportunity to hear the Village's case on this, based on the documentation that's been provided. As a request to the Chairman, consider this request, the Town has asserted today that it is not prepared to present, however, the Village is in this case prepared to present under this agenda item, I would request that the committee take the interpretation that, let's move ahead, that is certainly what I intended when I wrote it, is that we would move along with this process. At the same time I see no reason to preclude taking a vote on the issue; that would refer this matter to the respective boards, given the time lapse that has occurred and the untimeliness of the presentation. So, what I propose is the Village go ahead today and make their presentation, the committee take a vote after that presentation. If the committee is unable to say OK we totally believe the Village's documentation and claim here, we're willing to concede that the Village owns the Plant, and I think that unlikely, that that vote indicate that the matter be referred to the respective boards so that that process can move ahead. In the meantime, let's go ahead and schedule that other meeting that you're talking about, and while we're moving ahead on the mediation front, and establishing who the mediators are, in good faith, the Village of Sister Bay essentially is extending an olive branch to say, OK, sometime over the next thirty days we're going to have that conversation. The Village has now presented, the Town will have an opportunity to present. Meanwhile we're moving towards mediation on the other side so that if the Town doesn't have a presentation prepared in that timeline mediation will proceed. Does that sound like something that is in the middle?

Forkert: I don't think it's very far towards the middle at all, Zeke. And I respect you as a person but I think the procedures of the committee...

Jackson: I will withdraw what I said, I apologize for thinking that we could reach some common ground. Let's move...

Forkert: I think the common ground is to proceed...

Jackson: No, sir, we've had that conversation since before I was here, Frank.

Duffy: OK, so do we need another vote or do I just...

Jackson: You make a motion...

Anderson: You confirm the vote.

Sauer: I would like to make a motion, since that motion failed, I would like to make a motion that we continue and attempt to set up a meeting. And I don't know what the timeline is going to be, I would hope that we could within the next month get a meeting date set and actually started on our presentation and your presentation. So the motion is that we proceed to set meetings and continue with the discussion with the committee.

Duffy: OK.

Jackson: OK, we have a motion.

Anderson: Second.

Duffy: Discussion?

Kalms: Are you talking about a month here?

Sauer: No, I'm not talking any date; the motion is just to go ahead.

Jackson: Where you're at from a default standpoint is exactly what I just presented absent Bob's presentation today. They take a vote and it gets referred to the respective boards, we set a meeting date, Bud, and maybe we come back and have the meeting and maybe we don't, maybe it still ends up in mediation.

Anderson: That's exactly right.

Jackson: Yep.
Duffy: Any other discussion? Frank? Anything?
Forkert: No, thank you.
Duffy: All in favor?
Forkert, Sauer, Anderson: Aye.
Duffy: Opposed?
Duffy, Baker, Solomon: Aye.
Jackson: OK, it would appear that the issue will be referred to the respective Boards at this point, since the committee did not reach a decision.
Forkert: *(unintelligible)*.
Kalms: Some motion that we just made failed?
Jackson: The motion failed. So now we reached a decision, we're not having a presentation within thirty days.
Baker: It'll go to the boards.

b. Third Quarter 2014 Financial Report
.As presented.

2. <u>Plant Related</u>
a. Capacities Report
As presented.

b. Aeration drive motor replacement
Jacobson reported that the motor replacement on the aeration drive cost the same amount to repair and costs of $1,359.00 came from the replacement fund.

c. Sewage ejector pump replacement
Jacobson reported that the ejector pump replacement cost the same amount to repair and costs of $940.00 came from the replacement fund.

d. Splitter box sluice gate replacement
Jacobson reported that the splitter box sluice gate has been replaced at a cost of $455.00 from the replacement fund.

e. Non-potable pump check valve replacement
Jacobson reported that the non-potable pump check valve has been replaced at a cost of $820.00 from the replacement fund.

f. Lab water still electrical work
Jacobson reported that there is trouble with the lab water still and hopefully can repair it as the cost of a new one is around $5,000.00.

g. Lab dissolved Oxygen meter replacement
Jacobson reported that the Lab Dissolved Oxygen Meter has been replaced at a cost from the replacement fund.

h. Sludge handling update
Jacobson reported that there have been no problems this year with bringing sludge to Sturgeon Bay and that everything is working fine.

I. Winterizing, insulating, draining and cleaning
Jacobson reported that all the winterizing, insulating, draining and cleaning of all the basins and pipes is complete.

j. Capacity, Management, Operation, and Maintenance (CMOM) compliance update
Jacobson reported that the Capacity, Management, Operation, and Maintenance (CMOM) compliance update draft is completed. The Liberty Grove draft is not yet complete but is proceeding forward. Jacobson is hoping to able to present the CMOM at the next committee meeting.

3. <u>Matters to be placed on a future agenda or referred to a Committee, Official, or Employee</u>:
- M. Baker will notify all committee members via email when electronic meeting packets are available and will send paper packets only upon request.
- Draft a letter taking the matter of ownership to the respective boards.
- The next meeting of the Utility Committee – WWTP is set for April 14th, 2015.

Adjournment:
A motion was made by Duffy, seconded by Solomon, to adjourn the January 6, 2015 meeting of the Utilities Committee- WWTP at 8:19 AM. Motion carried – all Ayes.

Respectfully submitted,
Martha Baker
Utility Clerk

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Created: 01/21/2015 8:00 AM Printed: 1/22/2015 4:39 PM

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	PUBLIC CHARGES					
600-46410-20-0000	SEWER SERVICE - MULTI FAMILY	.00	33,152.60	1.00	33,151.60	3,315,260.00
600-46411-20-0000	SEWER SERVICE - RESIDENTIAL	.00	222,806.37	242,999.00	(20,192.63)	91.69
600-46412-20-0000	SEWER SERVICE - COMMERCIAL	.00	137,435.45	170,000.00	(32,564.55)	80.84
600-46418-20-0000	LATE PAYMENT FEES	.00	1,175.54	1,000.00	175.54	117.55
600-46436-20-0000	SEPTIC & HOLDING - SISTER BAY	.00	2,994.42	3,000.00	(5.58)	99.81
600-46437-20-0000	SEPTIC & HOLDING-LIBERTY GROVE	.00	69,331.88	60,500.00	8,831.88	114.60
600-46438-20-0000	SEPTIC & HOLDING - OTHER AREAS	.00	1,977.85	2,500.00	(522.15)	79.11
600-46447-20-0000	UNMETERED WASTEWATER	.00	22.75	.00	22.75	.00
	TOTAL PUBLIC CHARGES	.00	468,896.86	480,000.00	(11,103.14)	97.69
	INTERGOVERNMENTAL CHARGES					
600-47391-20-0000	FIXED SEWER METER CHARGES-LGUD	.00	44,973.60	44,000.00	973.60	102.21
600-47392-20-0000	MEASURED SEWER SERVICE - LGUD	.00	14,712.72	15,000.00	(287.28)	98.08
600-47394-20-0000	ADMIN CHARGES - LGUD (WW)	.00	4,997.43	6,500.00	(1,502.57)	76.88
600-47396-20-0000	UNMETERED WASTEWATER - LGUD	.00	183.48	150.00	33.48	122.32
600-47491-20-0000	SEWER SERVICE - VILLAGE (WW)	.00	9,453.56	8,000.00	1,453.56	118.17
	TOTAL INTERGOVERNMENTAL CHARGES	.00	74,320.79	73,650.00	670.79	100.91
	OTHER REVENUE					
600-48110-20-0000	INTEREST/DIVIDENDS - WW	.00	14,881.73	11,000.00	3,881.73	135.29
600-48200-20-0000	RENT FROM WW DEPT PROPERTY	.00	1,080.00	1,080.00	.00	100.00
600-48951-20-0000	IMPACT FEES - WWTP EXPANSION	.00	20,841.63	17,500.00	3,341.63	119.10
600-48990-20-0000	OTHER WWTP REVENUE	.00	.00	100.00	(100.00)	.00
600-48995-20-0000	MISC OTHER REVENUE	.00	29.25	100.00	(70.75)	29.25
	TOTAL OTHER REVENUE	.00	36,832.61	29,780.00	7,052.61	123.68
	TOTAL WASTEWATER REVENUE	.00	580,050.26	583,430.00	(3,379.74)	99.42

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
600-62101-00-0000	WAGES - FULL TIME	.00	79,801.23	107,362.00	27,560.77	74.33
600-62105-00-0000	WAGES, ADMIN - WW	.00	9,163.08	8,923.00	(240.08)	102.69
600-62105-62-0000	WAGES, CLERK - WW	.00	16,741.97	17,453.00	711.03	95.93
600-62110-00-0000	OVERTIME	.00	3,899.18	2,544.00	(1,355.18)	153.27
600-62112-62-0000	PAID LEAVE - JOINT WWTP	.00	12,006.71	.00	(12,006.71)	.00
600-62113-62-0000	COMP TIME USED	.00	4,311.67	.00	(4,311.67)	.00
600-62115-00-0000	RETIREMENT	.00	8,628.01	9,540.00	911.99	90.44
600-62120-00-0000	SOCIAL SECURITY	.00	9,396.97	10,426.00	1,029.03	90.13
600-62125-00-0000	INSURANCE, MEDICAL	.00	31,351.99	27,560.00	(3,791.99)	113.76
600-62130-00-0000	INSURANCE, DENTAL	.00	2,595.21	2,167.00	(428.21)	119.76
600-62135-00-0000	INSURANCE, DISABILITY	.00	1,075.67	1,084.00	8.33	99.23
600-62140-00-0000	INSURANCE, GROUP LIFE	.00	326.93	304.00	(22.93)	107.54
600-62145-00-0000	INSURANCE, WORK COMP	.00	5,763.54	6,332.00	568.46	91.02
600-62190-00-0000	BENEFIT FEES AND PENALTIES	.00	70.09	22.00	(48.09)	318.59
600-62191-00-0000	VILLAGE CLERK REIMBURSEMENT	.00	.00	(743.00)	(743.00)	.00
600-62193-00-0000	TKH CLERK REIMBURSEMENT	.00	.00	(594.00)	(594.00)	.00
	PERSONNEL	.00	185,132.25	192,380.00	7,247.75	96.23
600-62201-00-0000	TRAVEL/TRAINING - WASTEWATER	.00	1,048.05	2,500.00	1,451.95	41.92
600-62210-00-0000	EXPENSE ALLOWANCE/MEALS	.00	34.48	100.00	65.52	34.48
600-62215-00-0000	UNIFORMS & CLOTHING	.00	1,005.79	1,000.00	(5.79)	100.58
	INDIRECT EMPLOYEE	.00	2,088.32	3,600.00	1,511.68	58.01
600-62320-00-0000	ELECTRIC POWER	.00	56,697.76	59,600.00	2,902.24	95.13
600-62325-00-0000	FUEL	.00	12,315.14	8,750.00	(3,565.14)	140.74
600-62360-00-0000	TELEPHONES	.00	1,182.61	1,100.00	(82.61)	107.51
600-62365-00-0000	CELLPHONES	.00	780.63	875.00	94.37	89.21
600-62370-00-0000	INTERNET	.00	748.56	775.00	26.44	96.59
600-62375-00-0000	TELEMETRY	.00	762.24	775.00	12.76	98.35
	UTILITY COSTS	.00	72,486.94	71,875.00	(611.94)	100.85

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
600-62401-00-0000	OFFICE SUPPLIES & EXP.	.00	1,645.85	2,000.00	354.15	82.29
600-62405-00-0000	COMPUTER HARDWARE/SOFTWARE	.00	293.66	750.00	456.34	39.15
600-62410-00-0000	PRINTING & COPYING	.00	1,377.03	1,500.00	122.97	91.80
600-62415-00-0000	POSTAGE & SHIPPING	.00	1,240.67	1,650.00	409.33	75.19
600-62420-00-0000	DUES & PUBLICATIONS	.00	1,634.56	1,700.00	65.44	96.15
600-62430-00-0000	CUSTODIAL SUPPLIES	.00	245.20	250.00	4.80	98.08
600-62440-00-0000	MEDICAL/SAFETY SUPPLIES	.00	861.85	750.00	(111.85)	114.91
600-62460-00-0000	TOOLS/MINOR EQUIPMENT	.00	859.90	2,000.00	1,140.10	42.99
600-62461-00-0000	SLUDGE TREATMENT SUPPLIES	.00	5,894.80	5,500.00	(394.80)	107.18
600-62465-00-0000	CHEMICALS	.00	10,668.35	18,000.00	7,331.65	59.27
600-62470-00-0000	LAB SUPPLIES - WWTP	.00	12,400.42	10,000.00	(2,400.42)	124.00
600-62490-00-0000	MISC. PLANT OPERATING SUPPLIES	.00	.00	500.00	500.00	.00
600-62495-00-0000	MISC. OTHER SUPPLIES	.00	468.76	500.00	31.24	93.75
	SUPPLIES	.00	37,591.05	45,100.00	7,508.95	83.35
600-62501-00-0000	AUDIT	.00	4,329.00	5,200.00	871.00	83.25
600-62502-00-0000	ACCOUNTING/SOFTWARE SUPPORT	.00	1,411.60	2,500.00	1,088.40	56.46
600-62504-00-0000	INFORMATION TECHNOLOGY	.00	628.26	260.00	(368.26)	241.64
600-62505-00-0000	ENGINEERING	.00	4,753.55	.00	(4,753.55)	.00
600-62507-00-0000	TESTING	.00	1,438.90	2,000.00	561.10	71.95
600-62510-00-0000	CONSULTING	.00	1,987.30	5,000.00	3,012.70	39.75
600-62512-00-0000	LAUNDRY SERVICE	.00	1,515.41	1,800.00	284.59	84.19
600-62515-00-0000	LEGAL SERVICES	.00	488.04	2,000.00	1,511.96	24.40
600-62525-00-0000	PROPERTY/LIABILITY INS.	.00	7,722.78	13,100.00	5,377.22	58.95
600-62530-00-0000	LEGAL NOTICES & ADS	.00	.00	250.00	250.00	.00
600-62551-00-0000	RUBBISH DISPOSAL	.00	2,452.68	2,100.00	(352.68)	116.79
600-62553-00-0000	SNOW REMOVAL	.00	168.22	.00	(168.22)	.00
600-62554-00-0000	LAWN MAINTENANCE	.00	2,964.44	4,500.00	1,535.56	65.88
600-62561-00-0000	SLUDGE HAULING & PROCESSING	.00	22,936.59	20,000.00	(2,936.59)	114.68
600-62595-00-0000	MISC. OTHER SERVICES	.00	384.79	150.00	(234.79)	256.53
	SERVICES	.00	53,181.56	58,860.00	5,678.44	90.35
600-62601-00-0000	OFFICE EQUIPMENT	.00	81.46	200.00	118.54	40.73
600-62605-00-0000	COMPUTER MAINTENANCE	.00	.00	250.00	250.00	.00
600-62620-00-0000	WWTP- BLDG & STRUCTURES MAINT.	.00	2,344.34	10,000.00	7,655.66	23.44
600-62624-00-0000	WWTP- LAB EQUIPMENT MAINT.	.00	4.29	.00	(4.29)	.00
600-62625-00-0000	WWTP- FIXED EQUIPMENT MAINT.	.00	48,987.28	50,000.00	1,012.72	97.97
600-62630-00-0000	MAIN LIFT STATION/FORCE MAIN	.00	7,558.70	10,000.00	2,441.30	75.59
600-62675-00-0000	EQUIPMENT RENTAL	.00	650.00	.00	(650.00)	.00
	MAINTENANCE	.00	59,626.07	70,450.00	10,823.93	84.64

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WASTEWATER

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
600-62701-00-0000	VEHICLE MAINTENANCE	.00	1,422.61	2,000.00	577.39	71.13
600-62705-00-0000	EQUIPMENT MAINTENANCE	.00	165.66	500.00	334.34	33.13
600-62710-00-0000	VEHICLE GAS/OIL/FLUIDS	.00	2,995.34	4,000.00	1,004.66	74.88
600-62715-00-0000	EQUIPMENT GAS/OIL/FLUIDS	.00	1,216.24	1,000.00	(216.24)	121.62
	VEHICLES AND EQUIPMENT	.00	5,799.85	7,500.00	1,700.15	77.33
600-62930-00-0000	BANK FEES & FINANCE CHARGES	.00	187.77	250.00	62.23	75.11
600-62950-00-0000	MISCELLANEOUS OTHER EXP	.00	22.20	.00	(22.20)	.00
600-62971-00-0000	DEPRECIATION EXP - WWTP	(354.00)	261,846.00	263,105.00	1,259.00	99.52
600-62975-00-0000	OTHER NON-OPERATING EXP - WW	.00	326.46	2,000.00	1,673.54	16.32
600-62986-00-0000	INTEREST ON LONG-TERM DEBT-WW	.00	24,924.50	25,158.00	233.50	99.07
	MISCELLANEOUS	(354.00)	287,306.93	290,513.00	3,206.07	98.90
	TOTAL WASTEWATER EXPENDITURES	(354.00)	703,212.97	740,278.00	37,065.03	94.99
	NET REVENUES OVER EXPENDITURES	354.00	(123,162.71)	(156,848.00)	(40,444.77)	(78.52)

Village of Sister Bay Capacity Report

TOTAL Plant Loads

Month/Yr	Hydraulic Flow Tot mg/mo	Avg mgd	0.945 % Usage
January-2015	3.8040	0.1227	12.99
February-2015	3.0470	0.0969	11.52
March-2015	3.6220	0.1168	12.36
April-2014	12.0230	0.4008	42.41
May-2014	6.4150	0.2069	21.90
June-2014	6.6840	0.2228	23.58
July-2014	9.4500	0.3048	32.26
August-2014	8.9320	0.2881	30.49
September-2014	8.4430	0.2814	29.78
October-2014	8.3320	0.2688	28.44
November-2014	4.6520	0.1551	16.41
December-2014	4.2670	0.1376	14.57
Tot mg/Yr=	79.6710	Yrly Ave % Use =	23.06

Month/Yr	BOD5 Tot lbs/mo	Avg lbs/dy	2369 % Usage
January-2015	8925	288	12.15
February-2015	7902	267	11.91
March-2015	7592	245	10.34
April-2014	11116	371	15.64
May-2014	14637	472	19.93
June-2014	20961	699	29.49
July-2014	27325	881	37.21
August-2014	31342	1011	42.68
September-2014	27961	932	39.34
October-2014	20115	649	27.39
November-2014	9003	300	12.67
December-2014	8726	281	11.88
Tot lbs/Yr=	195605	Yrly Ave % Use =	22.55

Month/Yr	TSS Tot lbs/mo	Avg lbs/dy	2176 % Usage
January-2015	7030	227	10.42
February-2015	7048	214	11.57
March-2015	7095	229	10.52
April-2014	12942	431	19.83
May-2014	15702	507	23.28
June-2014	17496	583	26.80
July-2014	24026	775	35.62
August-2014	27568	889	40.87
September-2014	27413	914	41.99
October-2014	22559	728	33.44
November-2014	8048	268	12.33
December-2014	7579	244	11.24
Tot lbs/Yr=	184506	Yrly Ave % Use =	23.16

Month/Yr	TP Tot lbs/mo	Avg lbs/dy	102 % Usage
January-2015	174.7	5.6	5.52
February-2015	181.9	5.8	6.37
March-2015	197.8	6.4	6.26
April-2014	384.7	12.8	12.57
May-2014	407.6	13.1	12.89
June-2014	473.4	15.8	15.47
July-2014	663.1	21.4	20.97
August-2014	689.7	22.2	21.81
September-2014	592.0	19.7	19.35
October-2014	433.0	14.0	13.69
November-2014	211.3	7.0	6.91
December-2014	200.5	6.5	6.34
Tot lbs/Yr=	4609.7	Yrly Ave % Use =	12.35

Village of Sister Bay Capacity Report

Sister Bay Loadings

Month/Yr	Hydraulic Flow Tot mg/mo	Avg mgd	0.62 % Usage
January-2015	3.2640	0.1053	16.98
February-2015	2.6330	0.0940	15.17
March-2015	3.0950	0.0998	16.10
April-2014	10.6800	0.3560	57.42
May-2014	5.3590	0.1729	27.88
June-2014	5.4550	0.1818	29.33
July-2014	7.2140	0.2327	37.53
August-2014	6.9880	0.2254	36.36
September-2014	6.7940	0.2265	36.53
October-2014	6.8590	0.2213	35.69
November-2014	4.1130	0.1371	22.11
December-2014	3.7500	0.1210	19.51
Tot mg/Yr=	66.2040	Yrly Ave % Use =	29.22

Month/Yr	BOD5 Tot lbs/mo	Avg lbs/dy	905 % Usage
January-2015	7641	246	27.24
February-2015	6695	239	26.42
March-2015	6397	206	22.80
April-2014	8762	292	32.27
May-2014	11560	373	41.20
June-2014	16422	547	60.49
July-2014	20256	653	72.20
August-2014	23152	747	82.53
September-2014	19879	663	73.22
October-2014	14798	477	52.75
November-2014	7616	254	28.05
December-2014	7650	247	27.27
Tot lbs/Yr=	150828	Yrly Ave % Use =	45.54

Month/Yr	TSS Tot lbs/mo	Avg lbs/dy	1076 % Usage
January-2015	5874	189	17.61
February-2015	5883	210	19.53
March-2015	5954	192	17.85
April-2014	9848	328	30.51
May-2014	11329	365	33.96
June-2014	8685	289	26.90
July-2014	18028	582	54.05
August-2014	18692	603	56.04
September-2014	16191	540	50.16
October-2014	11793	380	35.35
November-2014	6389	213	19.79
December-2014	6295	203	18.87
Tot lbs/Yr=	124961	Yrly Ave % Use =	31.72

Month/Yr	TP Tot lbs/mo	Avg lbs/dy	54 % Usage
January-2015	138.4	4.5	8.27
February-2015	149.6	5.3	9.89
March-2015	151.9	4.9	9.07
April-2014	303.0	10.1	18.70
May-2014	301.5	9.7	18.01
June-2014	350.0	11.7	21.61
July-2014	452.9	14.6	27.05
August-2014	473.7	15.3	28.30
September-2014	408.5	13.6	25.21
October-2014	289.7	9.3	17.31
November-2014	166.7	5.6	10.29
December-2014	161.3	5.2	9.63
Tot lbs/Yr=	3347	Yrly Ave % Use =	16.95

Village of Sister Bay Capacity Report

Liberty Grove Utility District #1

Month/Yr	Hydraulic Flow Tot mg/mo	Avg mgd	0.059 % Usage
January-2015	0.2873	0.0093	15.71
February-2015	0.2320	0.0110	14.04
March-2015	0.2730	0.0110	14.92
April-2014	0.9990	0.0333	56.44
May-2014	0.5005	0.0161	27.36
June-2014	0.5094	0.0170	28.78
July-2014	0.8739	0.0282	47.78
August-2014	0.8468	0.0273	46.30
September-2014	0.8155	0.0272	46.07
October-2014	0.7500	0.0242	41.01
November-2014	0.2500	0.0083	14.12
December-2014	0.2282	0.0074	12.48
Tot mg/Yr=	6.5656	Yrly Ave % Use =	30.42

Month/Yr	BOD5 Tot lbs/mo	Avg lbs/dy	105 % Usage
January-2015	673	22	20.66
February-2015	589	21	20.02
March-2015	563	18	17.31
April-2014	810	27	25.72
May-2014	1076	35	33.06
June-2014	1531	51	48.62
July-2014	2450	79	75.26
August-2014	2795	90	85.87
September-2014	2328	78	73.90
October-2014	1600	52	49.14
November-2014	461	15	14.64
December-2014	466	15	14.31
Tot lbs/Yr=	15342	Yrly Ave % Use =	39.88

Month/Yr	TSS Tot lbs/mo	Avg lbs/dy	101 % Usage
January-2015	516	17	16.47
February-2015	516	22	18.26
March-2015	524	17	16.74
April-2014	907	30	29.94
May-2014	1050	34	33.52
June-2014	792	26	26.13
July-2014	2182	70	69.69
August-2014	2242	72	71.62
September-2014	1814	60	59.86
October-2014	1218	39	38.91
November-2014	385	13	12.70
December-2014	382	12	12.21
Tot lbs/Yr=	12528	Yrly Ave % Use =	33.84

Month/Yr	TP Tot lbs/mo	Avg lbs/dy	5 % Usage
January-2015	12.1	0.4	7.80
February-2015	13.1	0.6	9.37
March-2015	13.3	0.4	8.57
April-2014	28.0	0.9	18.67
May-2014	28.0	0.9	18.04
June-2014	32.6	1.1	21.71
July-2014	54.5	1.8	35.16
August-2014	56.9	1.8	36.70
September-2014	47.5	1.6	31.68
October-2014	31.0	1.0	19.99
November-2014	10.0	0.3	6.69
December-2014	9.8	0.3	6.31
Tot lbs/Yr=	336.8	Yrly Ave % Use =	18.39

Village of Sister Bay Capacity Report

Town of Liberty Grove

Month/Yr mmmm-yyyy	Hydraulic Flow Tot mg/mo	Avg mgd	0.266 % Usage
January-2015	0.2530	0.0082	3.07
February-2015	0.1828	0.0065	2.45
March-2015	0.2540	0.0082	3.08
April-2014	0.3440	0.0115	4.31
May-2014	0.5550	0.0179	6.73
June-2014	0.7205	0.0240	9.03
July-2014	1.3620	0.0439	16.52
August-2014	1.0973	0.0354	13.31
September-2014	0.8340	0.0278	10.45
October-2014	0.7230	0.0233	8.77
November-2014	0.2890	0.0096	3.62
December-2014	0.2880	0.0093	3.49
Tot mg/Yr=	6.9026	Yrly Ave % Use =	7.07

Month/Yr mmmm-yyyy	BOD5 Tot lbs/mo	Avg lbs/dy	1359 % Usage
January-2015	612	20	1.45
February-2015	618	22	1.62
March-2015	631	20	1.50
April-2014	1544	51	3.79
May-2014	2001	65	4.75
June-2014	3007	100	7.38
July-2014	4619	149	10.96
August-2014	5395	174	12.81
September-2014	5754	192	14.11
October-2014	3718	120	8.82
November-2014	927	31	2.27
December-2014	610	20	1.45
Tot lbs/Yr=	29436	Yrly Ave % Use =	5.91

Month/Yr mmmm-yyyy	TSS Tot lbs/mo	Avg lbs/dy	999 % Usage
January-2015	640	21	2.07
February-2015	649	11	2.32
March-2015	617	20	1.99
April-2014	2188	73	7.30
May-2014	3323	107	10.73
June-2014	8019	267	26.76
July-2014	3816	123	12.32
August-2014	6634	214	21.42
September-2014	9408	314	31.39
October-2014	9548	308	30.83
November-2014	1274	42	4.25
December-2014	903	29	2.91
Tot lbs/Yr=	47019	Yrly Ave % Use =	12.86

Month/Yr mmmm-yyyy	TP Tot lbs/mo	Avg lbs/dy	43 % Usage
January-2015	24.2	0.8	1.82
February-2015	19.2	0.7	1.59
March-2015	32.6	1.1	2.44
April-2014	53.7	1.8	4.16
May-2014	78.1	2.5	5.86
June-2014	90.8	3.0	7.04
July-2014	155.8	5.0	11.68
August-2014	159.1	5.1	11.94
September-2014	136.0	4.5	10.54
October-2014	112.3	3.6	8.42
November-2014	34.6	1.2	2.68
December-2014	29.5	1.0	2.21
Tot lbs/Yr=	925.9	Yrly Ave % Use =	5.87