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May 8, 2015

VIA EMAIL

Timothy D. Fenner
Axley Brynelson, LLP
2 E. Mifflin Street, Suite 200
P.O. Box 1767
Madison, WI 53701-1767

RE: Proposed Agreement
HOV and Little Chute

Dear Attorney Fenner:

Our firm represents Village of Little Chute and they have referred your draft Agreement with Heart of the Valley ("HOV") to me for review.

At this point I want to set forth my understanding of the reason for this Agreement with hope you can clarify a few things for me.

1. HOV wants access to its Island Park metering station.
2. For decades access was provided by the Mill Street Lift Bridge which gradually became non-functional.
3. Access is necessary for monitoring of the waste water flow volume and strength which can be undertaken with equipment transportable by a pickup truck.
4. The metering station consists of a small building of 8 feet by 20 feet located above the sewer main which houses waste water monitoring equipment.
5. The former lift bridge provided adequate access to this metering station for the past 35 years.
6. The Village is now constructing a pedestrian bridge designed to accommodate ambulance service and pickup trucks with weights up to 20,000 pounds.
7. Permissive access to the metering station will be granted by the Village to HOV.

8. HOV wants the Village to assure access for larger vehicles and equipment without limit but no such need for larger vehicles has occurred in the past.
 9. The agreements states that the Village must pay for moving the metering station which in the past was estimated at a cost of \$750,000 to \$1,000,000.
 10. There has been no demonstrated need or purpose for moving the metering station in the foreseeable future.
 11. At least three other metering stations have been abandoned and sanitary sewer mains constructed to reroute waste water at the general expense of HOV including meter stations #4, #7, and #8.
 12. The Agreement states that the Village is responsible to provide access to this station but I do not know the source of HOV claiming this is the Village's responsibility.
 13. An alternative method of access for heavy equipment would be the installation of a concrete pad on the bottom of the canal that could accommodate any size vehicle. This is currently in discussion and is supported by FRNSA and the Army Corps because they also want access to the Island.
 14. Special assessment powers under Chapter 200 cannot be exercised on an arbitrary or capricious basis.
 15. Assessment powers can also be exercised only in situations involving special benefit but there is no benefit to the Village to move this metering station at the present time or foreseeable future.
 16. The current metering station is operating fully, efficiently, and as required for all metering station purposes at its current location.
 17. A new relocated metering station will perform the same function as the existing metering station.
 18. The reason for HOV requesting an agreement be signed is unclear to me. Can you clarify both the reason and the necessity for this Agreement?
 19. Even the previous lift bridge had weight and structural limitations limiting the size and height of equipment that could access the metering station.
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20. If the Village is required to provide access the Village is doing so by construction of the new bridge which is estimated for completion on or before May of 2016.
21. What is HOV's policy on when HOV pays for metering station relocation and when HOV requires member municipalities to pay individually for meter relocation? If there is a policy, can you forward it to me?
22. To my knowledge there is no reason why the metering station has to be moved at this time and, therefore, no reason a contract has to be signed at this time.
23. If and when it ever actually becomes necessary to move the metering station, a whole set of new variables might be in play that might render signing a contract now obsolete from the standpoint of both the Village and HOV.

Tim, at your convenience please let me know your point of view on this situation in reaction to the points raised above.

Thank you.

Very truly yours,



Charles D. Koehler
Direct Dial: 920-882-3227

CDK: kap

cc: Village of Little Chute
