

Dawn Bartel

From: Brian Helminger <brian.helminger@hvmsd.org>
Sent: Thursday, July 6, 2017 9:19 AM
To: Dawn Bartel; Kevin Skogman; Kotila, Wesley T.
Subject: Re: HOV Sediment Basin Update 2

Wes:

Thanks for the update. I will inform the Commission on the latest news on Tuesday.

Brian

On Wed, Jul 5, 2017 at 3:57 PM Kotila, Wesley T. <Wesley.Kotila@outagamie.org> wrote:

Good Afternoon all,

After being put out to bid through Outagamie County financial services, the project received no acceptable bids, however the Outagamie County Highway Department submitted a cost estimate that came in around \$55,000 which is close to the estimated costs that we were expecting.

In order for the Highway Department to perform the work, the county board needs to approve the work with a 75% yes vote. The next county board meeting is on July 11th and our supervising committee has drafted a resolution for County Board approval. After the meeting on the 11th, we'll know if the board approved the Highway Department to do the work and at that point we'll be able to set up a time for when construction will begin.

Stay tuned for an update about board approval in about a week.

Thanks,

Wes

Wesley Kotila, EIT

Conservation Technician

Outagamie County Land Conservation Department

3365 W. Brewster St.

Appleton, WI 54914

Office: 920-832-6072

Mobile: 920-574-6977

Dawn Bartel

From: Freund, Jeremy A. <Jeremy.Freund@outagamie.org>
Sent: Thursday, June 29, 2017 2:52 PM
To: Brian Helminger
Cc: Kotila, Wesley T.; Dawn Bartel; jessica@fwwa.org
Subject: Re: HOV Sediment Basin Update

Brian,

Long story short, no bids received, however Outagamie County Highway submitted a cost estimate of just under \$55,000 which is similar to the costs we discussed at the last commission meeting.

In order for the Highway Department to perform the work, that takes a 75% yes vote of the county board. To facilitate that, we are asking our supervising committee to draft a resolution for County Board approval at the next county board meeting on July 11th.

So unfortunately nothing concrete, however, I am optimistic we will get the approvals we need on the evening of July 11th. We will let you know the results when we know them.

Have a good 4th!

Jeremy

Sent from my iPhone

On Jun 29, 2017, at 2:30 PM, Brian Helminger <brian.helminger@hvmsd.org> wrote:

Wes:

How many and how did the rebids come back for the sedimentation basin?

Do you have any information that you can supply for the HOV Commission meeting on 7/11/17?

Brian Helminger

District Director

Heart of the Valley
Metropolitan Sewerage District
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Kaukauna, WI 54130
Phone: 920-766-5731
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From: Kotila, Wesley T. [<mailto:Wesley.Kotila@outagamie.org>]
Sent: Tuesday, June 20, 2017 9:45 AM
To: brian.helminger@hvmsd.org

Cc: jessica@fwwa.org; Chad VandenLangenberg <Chad@fwwa.org>; Reneau, Paul <pcreneau@usgs.gov>; 'fermanik@uwgb.edu' <fermanik@uwgb.edu>; Francart, Sarah A. <Sarah.Francart@outagamie.org>; Freund, Jeremy A. <Jeremy.Freund@outagamie.org>; 'Nicole L. Van Helden' <nvanhelden@TNC.ORG>
Subject: HOV Sediment Basin Update

Good Morning,

Just wanted to send out an update on where the HOV wetland/sediment basin is at. We currently have the project out to bid through Outagamie County financial services. The link to the webpage with all the bid requirements and information is listed below. Feel free to share with contractors you think may be interested.

<http://www.outagamie.org/Home/Components/RFP/RFP/1148/>

Some key dates for the project are:

- June 27, 2017 @ 2 pm : Bid due deadline
- July 14, 2017 @ 2 pm: Bid award deadline
- October 15, 2017: Project completion deadline

I will provide another update after the bidding process is completed.

Have a good day,
Wes

Wesley Kotila, EIT

Conservation Technician
Outagamie County Land Conservation Department
3365 W. Brewster St.
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Water Quality Trade Agreement

This Water Quality Trade Agreement (this "Agreement") is made by and between Heart of the Valley Metropolitan Sewerage District ("HOV") and the Wisconsin Department of Natural Resources ("WDNR") and together "the Parties".

1. Recitals

- a. Water quality trading is an alternative compliance option for Wisconsin Permit Discharge Elimination System ("WPDES") permit holders and is authorized by Wis. Stat. § 283.84
- b. Wis. Stat § 283.84(1)(e) provides that, "the [WDNR] may authorize a person required to obtain a permit to increase the discharge of pollutants above levels that would otherwise be authorized in the permit if the person... [r]eaches a binding, written agreement with [WDNR] under which the person constructs a project or implements a plan that results in reducing the amount of water pollution from sources other than the source covered by the permit."
- c. The WDNR has issued guidance regarding water quality trading, including:
 - i. Guidance for Implementing Wisconsin's Phosphorus Water Quality Standards for Point Source Discharges, No. 3800-2011-02 (January 3, 2012);
 - ii. A Water Quality Trading How to Manual, No. 3400-2013-03 (September 9, 2013); and
 - iii. Guidance for Implementing Water Quality Trading in WPDES Permits, No. 3800-2013-04 (August 21, 2013) ("WQT in WPDES Permits Guidance").
- d. WDNR issued a WPDES Permit to HOV for wastewater discharges from its wastewater treatment facility in Kaukauna, Wisconsin on DATE
- e. The WPDES Permit contains phosphorus and total suspended solids (TSS) water quality based effluent limits ("WQBELs") for HOV's Outfall, which is located in HUC-12 Subwatershed 040302040205.
- f. HOV owns nine farm fields (the "Fields") in the HUC-12 Subwatershed 040302040204, within the same TMDL reachshed as HOV's Outfall.
- g. The legal description of the land that includes the field that has the TSS credit generating practice is: NW NE SEC28 T21N R19E LESS HY 40AC M/L 8497M27, Parcel number 030014300 in the Town of Buchanan.
- h. For the past three years the land that drains into the credit generating practice has been in a traditional corn silage-alfafa rotation.
- i. HOV submitted to WDNR a Water Quality Trading Plan (WQT Plan) under which HOV will construct and maintain a sediment basin consistent with Natural Resources Conservation Services ("NRCS") Technical Standard 350 and install and maintain Conservation Cover consistent with NRCS Technical Standard 327.

The WQT Plan includes a Construction Plan and an Operation and Maintenance Plan for the Sediment Basin as well as an Establishment Plan and an Operation and Maintenance Plan for the Conservation Cover.

2. Agreement Terms

- a. HOV will construct the sediment basin and establish the conservation cover and maintain both practices consistent with the requirements in the attached WQT Plan, Construction/Establishment Plans and the Operation and Maintenance Plans.
- b. WDNR shall propose to modify the WPDES Permit issued to HOV to allow HOV to use water quality trading as a compliance option, in accordance with the WQT Plan as approved by WDNR.
- c. Subject to the terms of this Agreement and the terms of the WPDES Permit issued to HOV, WDNR shall allow HOV to utilize total suspended solids credits in the amount set forth in the approved WQT Plan to demonstrate compliance with total suspended solids WQBELs in the WPDES Permit.
- d. Unless the Agreement is terminated in accordance with Sections 2(f), 2(g) or 2(h), this Agreement shall continue through the end date of each successive WPDES Permit term. In accordance with Wis. State § 227.51 (2), if HOV files a timely application for the reissuance or modification of the WPDES Permit, the terms of the Permit and this Agreement will continue until the later of the following: (1) the application has been finally acted upon by WDNR, (2) the last day for seeking review of the agency's decision, or (3) a later date fixed by order of reviewing court.
- e. Any duly authorized officer, employee or representative of WDNR shall have the right to access and inspect the Field pursuant to Wis. Stat. § 283.55(2) so long as this Agreement remains in effect.
- f. The Parties may terminate this Agreement by written mutual agreement at any time.
- g. HOV may terminate this Agreement by providing at least sixty (60) days written notice to WDNR of HOV's intent to terminate the Agreement.
- h. In accordance with the procedures and requirements of 283.53(2), Wis. Stats and Wis. Admin Code NR 203.135 and 203.136, WDNR may terminate this Agreement if, after providing HOV notice, an opportunity to discuss with WDNR, and a reasonable period of time to correct or address any of the conditions listed below, any one of the following occur:
 - i. HOV fails to implement the WQT Plan as approved;
 - ii. HOV fails to comply with WPDES Permit terms and conditions related to water quality trading;
 - iii. New information becomes available that causes WDNR to determine that water quality trading is no longer an acceptable option.
- i. Any action by WDNR to terminate this Agreement or otherwise to reduce or eliminate the number of total suspended solids credits in the approved WQT Plan shall be implemented and become effective only through a modification of the WPDES Permit.
- j. This Agreement may be amended only by a further written document signed by each of the Parties.
- k. This Agreement shall be effective upon signature by both Parties.
- l. This Agreement shall be interpreted pursuant to the laws of the State of Wisconsin.
- m. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

- n. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision involved and shall not affect the validity or enforceability of the remaining provisions, and the Parties shall work together in good faith to modify this Agreement if necessary to preserve its original intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year entered below.

Heart of the Valley Metropolitan Sewerage District

By: _____

Name: _____

Title: _____

Date: _____

Wisconsin Department of Natural Resources

By: _____

Name: _____

Title: _____

Date: _____