

**Memorandum of Agreement
Between the City of Madison Engineering Division and Madison Water Utility**

This Memorandum of Agreement between the City of Madison Engineering Division and Madison Water Utility is intended to define each party's rights and responsibilities related to the use of a future clean fill site. The tentative schedule for this site is land acquisition in 2025; design in 2025-2026; construction in 2026-2027; and going online in late 2027.

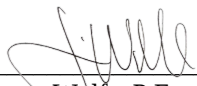
The Engineering Division is committed to operating and maintaining this site in a manner that protects the health and safety of City employees, the general public and the environment. Policies and procedures have been designed to maximize the useful life of the site for disposal of clean fill, protect the City and its taxpayers from the unnecessary costs of remediation and, upon closure, provide a buildable site for future facilities required for Public Works operations.

Madison Water Utility (MWU) agrees to the following as conditions of continued use of the future clean fill site:

1. MWU agrees to use this site solely for the disposal of clean fill materials. Clean fill for purposes of this agreement is defined as uncontaminated soil, rock, stone, gravel, asphalt and concrete from MWU repairs performed by its own employees.
2. MWU shall contact the Engineering Division's Environmental Specialist prior to transporting any other materials to the site to determine if they are suitable for disposal at this site.
3. MWU agrees to separate concrete and asphalt out from excavated materials brought to the site and stockpile in designated location(s) for recycling.
4. MWU agrees to place uncontaminated soil, rock, stone and gravel in an orderly fashion and at designated location(s) to facilitate achieving final design grades. MWU will be responsible for 100% of any cleanup costs associated with their improper placement of materials or inclusion of unauthorized materials.
5. MWU agrees to immediately report any damage to site facilities (i.e. gate, fencing, pavement, structures, etc.) and be financially responsible for damage caused by its employees.
6. MWU agrees to communicate the requirements of this MOA to its employees prior to authorizing access to the site.
7. MWU agrees that the Engineering Division has the right to update and amend site operating procedures and policies and that upon written notice of such shall communicate any changes to its employees.
8. The Sewer Utility shall finance the purchase of land and improvements for this site. In lieu of directly sharing in the upfront costs for land acquisition and all improvements necessary to get the land ready for use, the MWU agrees to pay an annual rental fee. The MWU's annual rent shall be based on 25% of the total site acquisition and improvement costs amortized over a 30-year period. The annual interest rate shall be tied to the MWU's rate of return as authorized by the PSC effective in the year the charges are incurred. Assuming the total site acquisition and improvement costs are \$3.35 million and an interest rate of 5.4% MWU's share of annual rent is estimated to be \$57,787.50.
9. The Engineering Division shall be responsible for operating and maintaining the site, including but not limited to:
 - a. Routinely leveling and compacting fill materials as part of maintaining the site in a safe and useable condition. The costs to do so will be included with the operating costs for the site as described below.
 - b. Maintaining site security. In the event that unauthorized dumping occurs, MWU shall not be liable for or responsible for any associated costs, damage, or cleanup, unless such unauthorized dumping was by MWU staff regardless of intention.
10. MWU shall also share in the annual operating costs of operating and maintaining the site including but not limited to routine remediation. These costs will be in addition to the annual rent provided for in section 8 above, and shall be based on the percentage of the weight of fill deposited by the MWU during a calendar year relative to the entire weight of fill deposited during the same time period as follows:
 - a. A computerized scale shall weigh each truck at entry to and exit from the site to determine the weight of fill disposed of for that trip.

- b. The calculated difference between these two weights shall be the net weight of each vehicle's trip to the site. These amounts shall be added together to determine the total annual weight of material disposed of by all authorized users.
 - c. The total weight of material disposed of by MWU vehicles divided by the total weight of material disposed of by all site users shall determine the % of MWU use. MWU shall pay this % of each year's operating costs. The Engineering Division agrees to provide all data, invoices, and financial records associated with the operation of the site to MWU as supporting documentation for all fees and charges related to the use of the site.
11. MWU agrees that its access to the site may be discontinued at any time if it is determined to not be in compliance with the requirements of this MOA. This determination shall be made by the City Engineer.
12. Upon closure, the site shall be transferred to the Madison Parks Division.

FOR THE CITY OF MADISON ENGINEERING DIVISION:



James Wolfe, P.E.
City Engineer

2-26-2025
Date

THE MADISON WATER UTILITY:



Krishna Kumar
General Manager

02/26/25
Date