

MEMORANDUM OF AGREEMENT

Agreement executed as of this ____ day of June, 2014 by and between Geneva Lake Environmental Agency, Walworth County, Wisconsin (hereinafter referred to as "GLEA") and Linn Sanitary District No. 1, Towns of Linn and Walworth, Walworth County, Wisconsin (hereinafter referred to as "LSD");

WHEREAS, GLEA is a shared unit of the local government of the Towns of Linn and Walworth, the Villages of Fontana and Williams Bay, and the City of Lake Geneva, created to study and make recommendations with regard to the characteristics, use, protection and improvement of Geneva Lake and its watershed; and

WHEREAS, LSD is a Town Sanitary District organized and existing under and by virtue of the laws of the State of Wisconsin, located within the Towns of Linn and Walworth, Walworth County, Wisconsin; and

WHEREAS, GLEA and LSD intend to undertake a joint effort in conjunction with the Walworth County Department of Health and Human Services to create and implement a program of groundwater information and education and private well testing in order to assist residents of the Geneva Lakes Basin to better understand and manage their critical groundwater resources; and

WHEREAS, GLEA and LSD have prepared an outline of the joint program entitled A Proposal for Private Drinking Water well testing program, Linn Sanitary District and the Geneva Lake Environmental Agency, Walworth County, WI, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, GLEA and LSD intend to set forth in this agreement their respective obligations with regard to the design, implementation and administration of the program outlined in Exhibit A; and

WHEREAS, the joint program contemplated by GLEA and LSD has both an educational component and a sampling component which requires technical expertise, administrative efforts and financial assistance which GLEA and LSD intend to share;

NOW THEREFORE, it is hereby agreed, pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes, as follows:

1. Consistent with the outline attached as Exhibit A, GLEA will:
 - a. Develop a project plan and implement a public relations campaign to promote the program.
 - b. Coordinate the well testing component of the project, including:
 - i. Prepare and maintain a list of participating property owners
 - ii. Contact participating property owners to schedule testing,

report results and field questions regarding the program

- c. Interpret and send results (mail or email) to property owners in a timely manner
 - i. Information will be mailed immediately for any sample that exceeds the drinking water standards
 - ii. Information for samples which are within drinking water standards will be mailed at least weekly.
 - d. Attend associations' annual meetings to promote program
 - e. Coordinate with LSD to develop mailings and newsletters providing information about the program
 - f. Provide one crew of two (intern and other) to perform sampling
 - i. Coordinate training for sampling crews
 - ii. Run arsenic test (kits) on wells over 175 ft.
 - g. Maintain financial records related to the project, including:
 - i. Establish income and billing files/reports
 - ii. Bill for any out of District samples
 - iii. Track and pay mileage
 - h. Coordinate well log information into results for property owners
 - i. Develop end of project meeting/project summary report
2. LSD will:
- a. Coordinate with GLEA in conducting the public relations campaign to promote the program, including:
 - i. Promote project in LSD newsletter
 - ii. Develop and send informational mailings
 - b. Develop a data file to manage and record well testing information
 - c. Provide financial assistance in implementing the program
 - i. Pay up to \$20,000 for lab costs relating to testing of wells located within LSD
 - ii. Pay for arsenic field test kits
 - d. Assist GLEA in the compilation of bulk mailing lists.
 - e. Assist GLEA in the organization and implementation of the meetings for distribution of information and provide such other assistance as GLEA may require in implementing the program.

3. GLEA and LSD acknowledge that in implementing this program, neither entity will disseminate any information or literature with regard to the program without the prior approval of the other.

4. GLEA and LSD shall approve in advance any expenditure related to implementation of the program whenever practicable.

Executed as of the date first set forth above.

LINN SANITARY DISTRICT

By: _____
Theodore W. Peters

By: _____
James Livingston

By: _____
Tess Adams

GENEVA LAKE ENVIRONMENTAL AGENCY

By: _____
Richard Bowman, Chairman

By: _____
Theodore W. Peters, Executive Director