

**BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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Application of Madison Water Utility, Dane County,  
Wisconsin, for Authority to Increase Water Rates

Docket No. 3280-WR-112

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**STIPULATION OF MADISON WATER UTILITY AND CLEAN WISCONSIN**

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WHEREAS Madison Water Utility ("Madison") has pending before the Public Service Commission of Wisconsin ("Commission") a request to establish water rates in the above-captioned proceeding ("Proceeding");

WHEREAS Clean Wisconsin was granted full party status in this Proceeding;

WHEREAS Madison and Clean Wisconsin (each individually a "Party" and collectively the "Parties") wish to agree to the issues in this Proceeding discussed herein;

NOW THEREFORE Madison and Clean Wisconsin hereby agree that the Commission should incorporate the following provisions in its final decision in this Proceeding.

1. *Scope of Agreement.* This Stipulation represents the complete and final agreement regarding the issues in this Proceeding discussed herein between the Parties.
2. *Commercial and Industrial Conservation Program.* The Parties agree that Madison will conduct a survey of its existing commercial and industrial customers to determine which types of conservation measures are most in demand and would be most effective in reducing water consumption. Madison will coordinate with Clean Wisconsin to develop and conduct the survey. Madison will file these survey results with the Commission as part of its 2012 rate case application or as a supplement to its application if the results are not yet available at the time of filing. Based on this survey, Madison will consider including a proposal to the Commission in its 2012 rate case application to expand its conservation program to include options available to commercial and industrial customers. Madison will evaluate, at a minimum, water conservation education, a fixture-based rebate program, water use audits for the commercial and industrial classes, and other conservation measures provided in Wis. Admin. Code § NR 852, and coordinate with Clean Wisconsin on this evaluation and program development.
3. *Multitenant Residential Conservation Program.* The Parties agree that Madison will conduct a survey of its existing multitenant residential customers as part of the installation of advanced meter infrastructure ("AMI") to determine the number of each type of multitenant residence in its service territory and the number of meters serving each residence. Madison will file these survey results with the Commission as part of its 2013 rate case application or as a supplement to its application if the results are not yet available at the time of filing. Based on this survey, Madison will

evaluate whether to expand its conservation program to include options for multitenant residences, including conservation education and water use audits, and coordinate with Clean Wisconsin on this evaluation and program development.

4. *Monthly Billing.* As a condition to the approval by the Commission of that part of its revenue requirement attributable to AMI, Madison will use commercially reasonable efforts to transition from semi-annual to monthly billing as AMI installation is completed per city section and offer customers the option to use electronic billing upon transitioning from semi-annual to monthly billing.
5. *Conservation Rates.* The Parties agree that Madison will file a proposal with the Commission to implement seasonal rates for the summer months of peak consumption for the residential class as part of its 2013 rate case application. Madison will evaluate whether to include different rates for multitenant residences and coordinate with Clean Wisconsin on this evaluation and rate development.
6. *Emerging Toxins.* The Parties agree that Madison will coordinate with Clean Wisconsin to further develop the Madison water quality program to address emerging toxins, including improving its annual water quality report and website.
7. *Effective Date.* This Stipulation shall become effective and shall bind the Parties on the date of its execution by both Parties.
8. *Cooperation.* The Parties shall cooperate in obtaining Commission approval for this Stipulation and its implementation.
9. *Entire Agreement.* The Parties acknowledge and agree that this Stipulation represents a carefully negotiated package of benefits and obligations through the voluntary compromise positions and interests of the Parties. The Parties will support Commission approval of this Stipulation only as a whole. If the Commission approves this Stipulation with conditions or takes other actions that constitute material changes to the benefits or obligations hereunder, the affected Party may, in its sole discretion, terminate this Stipulation and petition the Commission to reopen this Proceeding. The Parties further acknowledge that they do not view this Stipulation or any of its individual provisions alone or in combination with others as having any value as precedent outside this Proceeding.
10. *Commission Authority.* Acceptance of this Stipulation is not intended to limit the authority of the Commission in any way.