

SYNOPSIS OF AGREEMENT BETWEEN THE MADISON UTILITY AND THE EDGEWATER OWNERS ASSOCIATION

Provided to Madison Utilities 8/19/16 with the following statement:

Please provide to the Board members for their use the below synopsis of what we believe was stated the night of 11 August with the exception of item #5. While we had discussed abatement of light and noise we did not discuss limits. Due to the incessant noise from jack hammering and concrete cutting saws and the detrimental effect it is having on our residents of Mainsail Way, we are asking for the boards attention to the abatement and control of the noise.

1. Madison Utilities (MU) will place a chain link fence 20-25 feet west of the common property line with the Edgewater Community not later than (NLT) ____insert date____. The fence will have vinyl slats of a monotone color agreed to, in writing, by the Edgewater Owners Association (EOA) Architect Review Committee. The fence installation to be complete by ____insert date____.
2. MU will plant a double row of evergreen trees as a natural screen between the common property line and the MU chain link fence. Trees when planted will be a minimum of 10-12 feet in height and planted in offsetting rows 10 feet on center. MU will maintain the trees and grounds in perpetuity, replacing the trees if they die or become diseased. The ground between will be sodded with a fescue shade tolerant grass. The sod and tree installation to be complete by ____insert date____ (recognizing tree planting is best in certain seasons).
3. Immediately upon signature of this agreement, EOA individual home owners along the common property line with the MU water plant may at their choice contract with a landscape firm of their choice for purchase of additional trees to be planted n the home owners property as an additional green screen with the bill to be paid by MU. The cost of the trees and installation to be subject to reasonable limitation of ____insert price____ per homeowners' linear frontage on the common property line at a price as established by Water Board and EOA based on analysis of market research (price quotes from 3 sources).
4. MU will put in a minimum berm where feasible, even three feet would be better than none, for planting the tree screen upon to increase tree height.
5. MU will immediately abate and mitigate the sound and light nuisance from their property. MU Lights shining into the homeowners property and homes along Mainsail Way will be mitigated or abated by shielding or powering down the exterior lights. Sounds emanating beyond MU property line, from the construction or otherwise, will be mitigated or abated to OSHA standards for unprotected hearing, so as to present the least possible intrusion on the daily lives of the residents of Mainsail Way in Edgewater. Specifically the sounds of jack hammering and saws cutting the concrete slab will be scheduled at hours no earlier than 9 am and no later than 3 pm and not on weekends or holidays. 1 day advance notice to be provided to the residents on Mainsail Way of activities that would generate noise levels akin to jack hammering and slab cutting.

6. MU, immediately upon signature on the agreement, will offer to affected property owners along the common property line treatment for lawn pests caused by the construction disturbance (example fleas and rats).
7. MU will pay for the cost of cleaning the clay and dirt from the swimming pool at 221 Mainsail. The pool cleaning to be complete by ___insert date___
8. MU will replant trees along the southern side of their property to provide a tree screen for the EOA property owners along the south east corner of their property (i.e. 199-201 Mainsail). The tree screen installation to be complete by ___insert date___ (recognizing tree planting is best in certain seasons).
9. The concrete structures above ground will be painted a pleasing earth tone color and maintained by MU. The color to be agreed to, in writing, by the EOA Architect Review Committee. The painting of above ground concrete structures on the water plant property shall be accomplished NLT 60 days after completion of construction.
10. MU, upon signature on the agreement, will begin an immediate clean up of the construction zone along the common property line and will maintain the same. Clean up will include removal or grinding down to ground level stumps of trees, grading and contouring the ground and repair of EOA property owners fences damaged as a result of the construction and tree removal..
11. The Water Board confirms they will not be using video cameras at the rear of the property. The cameras will be in the front for access entry control.
12. This agreement to be documented in writing and signed by the Madison Utility Board and the EOA Board.

The agreement is to be drafted by the Water Boards attorney and sent to EOA Board for review in advance of signing at the 6 September 2016 Water Board meeting.

EOA upon receipt of an advance copy will send the agreement to our attorney and the affected homeowners for review prior to signing to ensure all areas have been properly addressed in line with what was written above.

Respectfully submitted,

Jay Carlson
Chair, Long Range Planning Committee and member
EOA Board of Directors