



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

Date: April 18, 2023

To: Municipal Weights and Measures Program Administrator

From: Joe Smith, Director, Bureau of Weights and Measures

The Department of Agriculture, Trade and Consumer Protection's (DATCP) Bureau of Weights and Measures will be implementing a weights and measures inspection fee adjustment for contract municipalities effective July 1, 2023.

As part of a comprehensive 2022 review of the inspection program, the Department's Bureau of Weights and Measures identified appropriate adjustments to inspection frequencies and fees. Starting on July 1, 2022, weights and measures device inspection frequencies - within contract municipalities - changed from annual to biennial. This change was based on inspection data demonstrating no significant compliance difference between a one-year or two-year device inspection frequency. In addition, the Department reviewed the contract municipality inspection fee structure, which had not been adjusted since 2003. This review identified the need for a fee adjustment from \$400 per day to \$750 per day, to reflect the increased costs of doing the contracted inspections. This adjustment supports DATCP's work with each municipality per Wisconsin Statute s. 98.04(2).

As you are likely aware, State law requires that a municipality with a population over 5,000 either establish their own weights and measures inspection program with enough staff and equipment to ensure compliance with Wisconsin Statute Chapter 98, or contract with the State to provide those services. Wisconsin Statute s. 98.04(2) also allows a municipality to assess fees to businesses that receive weights and measures services. Those fees may not exceed the actual cost of fees paid to the Department for the same services. Ordinances and fees should be reviewed and adjusted as needed if your municipality recovers weights and measures inspection costs from regulated businesses.

If your municipality intends to continue to contract with the State for its weights and measures inspection program, please sign and return the enclosed contract by June 15, 2023 to: DATCP; Holly Wing; P.O. Box 8911; Madison, WI 53708-8911. A completed copy of the contract will be returned to you for your records, and you will be billed for this service in April 2024. If you have questions, please contact Stephen Peter at 608-224-4954 or email Stephen.peter@wisconsin.gov

Joe Smith
Director – Bureau of Weights and Measures
Division of Trade and Consumer Protection

Enclosure

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MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT is entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF MANITOWOC, hereinafter referred to as the Municipality.

Pursuant to Wis. Stat. § 98.04(2), the Department agrees to furnish the services and perform the duties required to enforce the provisions of Wis. Stat. ch. 98 in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures while this agreement is in effect.

Pursuant to Wis. Stat. §§ 66.0301 and 98.04(2), the Municipality agrees to pay to the Department fees sufficient to cover the Department's annual costs of providing such services on a fiscal year basis that starts on July 1 and continues through the following June 30, with payment to be made not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods, except that the sum to be paid to the Department for services rendered shall be subject to renegotiation for each succeeding contract period based on the cost of providing services. This agreement may be terminated at the end of any fiscal year by either party giving the other party written notice at least 60 days prior to July 1 of the following fiscal year. Annual fees payable to the Department shall be in the amount of **\$12,000.00**, except as otherwise agreed upon for succeeding contract periods. Under Wis. Stat. § 98.04(2), a municipality may recover an amount not to exceed the cost of fees paid to the Department by assessing fees on the persons who receive services under the weights and measures program.

The parties have entered into this agreement effective the **1st day of July 2023**.

WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND CONSUMER
PROTECTION

By _____
Signature Date

Acting Administrator
Division of Trade & Consumer Protection
(608) 224-4929

MUNICIPALITY OF _____

By _____
Signature Date

Title Telephone Number