



OFFICIAL NOTICE AND AGENDA
of a meeting of a City Board, Commission, Department
Committee, Agency, Corporation, Quasi-Municipal
Corporation, or Sub-unit thereof.

A Meeting of Wausau Water Works Commission will be held in the
Council Chambers, 1st Floor City Hall, Wausau, WI 54403 at 1:30 p.m. on
Tuesday, August 2nd, 2022.

Members: Katie Rosenberg (President), Dawn Herbst, Jim Force, Joe Gehin, John Robinson

AGENDA

1. Approve Minutes of July 12th 2022 Meeting.
2. Director's Report on Utility Operations
 - Drinking Water Facility Update
 - Lead Service Line Funding Update
 - Wastewater Treatment Plant
 - Collection System Technician (Sewer Maintainer)- Vacant
 - Wastewater Plant Operation Tech- Filled
 - Staff Challenges
 - New Wastewater Equipment awaiting full startup
 - Collection system staff will be reviewing various manufactures of camera trucks and software.
3. Discussion and Possible Action Approving a Minimum COLA of 3% for the 2023 Budget.
4. Discussion and Possible Action Continuing the Ongoing Pilot Study with Modifications for PFAS Treatment.
5. Discussion and Possible Action Establishing a Policy for Budgeting Water/Sewer Costs for Subdivision Development and Recovering Costs in the Future Through Connection Fees as Established in the Wausau Municipal Code.
6. Discussion and Possible Action Approving a 5-year Sewer Agreement with the Town of Stettin.

Adjourn.

Next meeting scheduled for **September 6th 2022 at 1:30 P.M.*

Signed by: /s/ Katie Rosenberg, Mayor
Presiding Officer or Designee

THIS NOTICE POSTED AT CITY HALL AND EMAILED TO CITY PAGES AND DAILY HERALD: July 28th, 2022 at 8:00 a.m.

This meeting is being held in person. Members of the public who do not wish to appear in person may view the meeting live over the internet, cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/wausaucitycouncil>. Any person wishing to offer public comment not appearing in person may e-mail gina.vang@ci.wausau.wi.us with "Water Commission Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



Minutes of July 12th, 2022

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, July 12th, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 11, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Force, Robinson
Others Present: Eric Lindman, Scott Boers, Ben Brooks, Valerie Swanborg, Thomas Niksich, Matt Frey/Miron, Tonia Westphal/ClarkDietz, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue

Via WebEx: Evan Thomas/Wood, Andrew Dow/Donohue, Mike Gerbitz/Donohue

1) Approve Minutes of June 7th & 20th 2022 Meeting.

Herbst motioned to approve minutes from June 7th & 20th Commission Meeting. Seconded by Robinson.

Motion carried 5-0.

2) Director's Report on Utility Operations.

Robinson questioned if we could bring back retirees or limited term-based employees to assist the Utility Staff.

Lindman replied we have not looked at bringing back retired people, limited basis, or advertising for LTE's, other divisions have hired temporary employees such as clerical but it's harder to fill these labor positions with temporary staff.

Gehin questioned the operation of the liquid portion with Wastewater and the new units.

Brooks replied the selector zone is in service, some primary clarifiers are out of service for work on the gates, but we are at 80% operation without the primary in service.

Force questioned a power outage occurrence or any gas line interruption with the Water Plant construction.

Lindman replied there was an issue with a Wastewater Plant panel during the storm that was flooded out but nothing else that he was aware of.

Opatik stated he was not aware of anything at the Water Plant and stated we have generators at all of the wells, there were power outages due to the storms but the standby generators supplied power.

Director's Report Placed on File.

3) Discussion and Possible Action Awarding the Lead Service Line (LSL) Inventory Analysis to CDM Smith as was an Option in their Initial Proposal.

Lindman stated this would be additional \$20,120 to the contract and we would use the operating budget to fund it.

Herbst motioned to approve the additional \$20,120 that is needed for the material inventory and documentation. Seconded by Gehin.

Motion carried 5-0.

4) Discussion and Possible Action on Utility Staff Wages and Discussion on Options for Wage Adjustments.

Lindman stated this is strictly just for wages. I've been speaking with Finance and we did not have fiscal impact for each of these yet. We are at a critical situation in stabilizing the work force. We just hired someone in May and they have left, and we have a serious lag time with onboarding. If we continue to bleed people, we will continue to fall behind. Even if we were fully staffed, we need 18-24 months before they become fully operational and that's if we can keep those people.

Robinson requested the comparison with the approach of the City and if we would be treating employees differently and was concerned about the consistency as an entity.

Lindman replied the Council is looking at a 2% increase and we are not treating the employees differently. This would just move them up within their payscale not changing the pay structure. Lindman would like approval but if a fiscal impact is needed, we could bring it back in August. These proposed wage increases work within the pay structure and could be implemented quickly because it works in the pay structure. He questioned if the Commission would like a fiscal impact on different scenarios? We are not deviating from the City's pay structure we are proposing to increase utility wages within that pay structure. Something needs to be done with the Utility side, we are far below other Utilities and we are not even close to being competitive, something has to be done. Whatever you need I will prepare and bring it back. This is critical for both Water and Wastewater.

Boers added, we are down to just 2 techs and could be 6 months away from having no Technicians. I've been bringing this back since 2016 and if we don't do something, this ship will sink.

Force requested context for the positions being described and wanted to see it on paper for the next meeting. He asked if we had a coherent plan to address this issue and stated it was not a money issue and wanted to know more as to why or what was causing people to not accept positions or leave.

Boers replied that we operate on a reasonable pay scale, companies that come in at a fee will charge more, rates are much higher for Communities that do have Contracted Operators.

Lindman stated we are trying to take it in steps to allow time to come up with an overall plan. The intent is not to break away from the City and it's wages. The intent is to keep the Utility running properly and keep the employees that we currently have. We are trying to figure out what our path would be. The City is continuing to improve the benefits but one thing not addressed yet were the wages.

Gehin stated the importance of a good living wage and was hoping we could retain our existing core staff, we have to find a way not to lose them. I don't like working against other Departments and we don't need to do them together but we need to do something for the Utility- it can't be 2 years from now that would be too late.

Rosenberg stated some rural utilities are doing other work, we do need some context, we could bring this back and have a robust discussion or have a special meeting.

Robinson stated we need a summary of where we are at risk, where we are not or where we need to move. It's tough to hire someone at a higher rate vs someone who is working because this would breed resentment overtime. Where are we relative to the market and we need to know fiscal impact too. If we could pull that together it merits the focus and consideration and could have a special meeting if need.

No Action Taken.

5) Discussion and Possible Action on the Water & Wastewater 2023-2027 Capital Improvement Plan (CIP).

Gehin would like to carry this over to the next meeting to discuss questions with staff.

Lindman requested the Commissioners reach out to him for more information or with any other questions they may have.

No Action taken.

6) Discussion and Possible Action on Contracting Water and Sewer Locates for Wausau Water Works.

Robinson moved to authorize staff to begin working on an RFP for contracting out Water and Sewer locates. Seconded by Gehin

Motion carried 5-0.

7) Discussion and Possible Action on Approving a Budget and Proposal with Donahue & Associates for the Engineering Design of a Granular Activated Carbon (GAC) Treatment Process for the Drinking Water Treatment Facility.

Gehin excused himself at 1410 for this discussion.

Lindman began with task order #3 from Donohue to get us started for the GAC design for PFAS. This brings us all the way through bidding.

Wojtkiewicz stated this included assistance with funding and Safe Drinking Water Loan Application and provided support for federal appropriation that the Utility applied for through Senator Baldwin's Office.

Robinson questioned the bench scale pilot study. He expressed concern for the need to continue the bench scale pilot.

Dow replied that the three objectives for continuation of the pilot study. 1) To continue to operate the regenerable anion exchange pilot column to study the performance and behavior and how it changes over time and if it does and does not continue to provide an efficient reduction of PFAS in water. 2) GAC column, adjustments to better simulate the breakthrough in that column, could get to a point where we could establish a breakthrough curve for the PFAS that would give reliable and the actual operating cost. This would include the Utility's long term operating costs with the media or treatment strategy which would effect the rate, revenue requirements, the user rates required for the GAC treatment. From the design standpoint perspective- philosophy for designing GAC treatment lead lag operation, is to give flexibility for a change out to other media that are available in the future if proven to offer beneficial cost savings and only if the GAC is not required to meet other treatment objectives but the focus would be on the GAC. 3) Was for an opportunity to collect data on the performance of flurosorb media, there was a supplier willing to provide a sample media to the City at no charge, the only cost would be the analytical fees for the monthly samples collected measured from the pilot column and there would be a discussion to see if there would be a desire to pursue that or not.

Boers stated DNR is requiring us to run that for an extended period of time before they approve the system that we add onto the Plant but he couldn't recall that time frame of that approval. He asked if Wojtkiewicz could look at that to bring it back to the Commission. DNR would want to look at how the extended GAC would be working with our water.

Wojtkiewicz stated they had a technical memorandum ready to go regarding the pilot study that Donoue drafted and Wood was given opportunity to provide input upon review that they would be bringing to the City. We could have that discussion with DNR and pull the pilot study piece out at this point and revisit it depending on the requirements of the DNR.

Robinson motioned to move ahead with approving the budget in the proposal with placing the pilot study on hold pending the discussion with DNR and others. Seconded by Herbst.

Rosenberg reiterated the motion to approve the budget and proposal with Donohue & Associates for the Engineering Design of a Granular Activated Carbon Treatment process for the

Drinking Water Treatment Facility with the understanding that we will put the Pilot Study on hold pending discussion with the DNR.

Motion carried 4-0.

Gehin returned to the Commission meeting 1425.

8) Discussion on the Drinking Water Treatment Facility Construction and Update on Testing/Start up.

Opatik presented the project started June 25th 2020, during the peak of Covid. Work has continued but the delay was that we couldn't start running water until the remediation of the ductile iron pipes were completed. As we got through June, it became apparent that we would probably fall 4-6 weeks behind the August 16th date and wanted to advise the Commission. The last scheduled start date could be September 21st.

Frey reiterated it's not working around the clock now but it's about working things through the systems and we are anticipating that something might just pop up and we would react to that but if there were any issues we will communicate that up the chain.

No Action Taken.

9) Discussion and Possible Action for Early Ordering of Piping and Appurtenance Materials for the 2023 Street Reconstruction Projects.

Niksich presented that there is currently a long lead time for piping and water main materials. We'd like approval to order the materials now so we can start on time. We've reached out to the 2 main suppliers in the area Ferguson and Core&Main.

Boers questioned Ferguson's service because there were non-domestic parts supplied. If we didn't get the parts from Core&Main, would we have been able to start any of our street reconstruction projects this year?

Niksich replied Ferguson gave us a nondomestic 18" cross that broke upon installation so Core&Main was able to get us some materials to help us through that issue.

Lindman stated we should get what we specify and that was a problem this year. Staff would like to go with Core&Main this year. Last year we went with Ferguson and we ordered pipe materials based on price given but when the pipe arrived, we had to pay a surcharge on that piping because they didn't guarantee prices so we paid more otherwise they would've sold it to other requesters.

Robinson moved to authorize staff to begin the process of obtaining material for the 2023 Street Reconstruction Seasons. Seconded by Force.

Niksich requested if that motion was to go with Core&Main?

Lindman clarified that would go to Board of Public Works for a decision on the supplier.

Rosenberg reiterated the motion to approve early ordering of piping for the 2023 Street Reconstruction Projects.

Motion carried 5-0.

10) Discussion and Update on a Proposed Solar Array for the Drinking Water Treatment Facility.

Lindman provided an update on the Solar project, noting the memo states prepared in consultation with Donohue but this is not with Donohue.

Robinson agreed that we should ask what the communities concerns were vs. what worked for them? He also urged caution while presenting this as we are still in the fact-finding phase or still in it's exploratory phase and not finalized yet, ultimately, the decision comes back here.

Lindman stated correct, we are still gathering information from costs to size and life cycle costs, we will work with those individuals that have presented and will have a public information meeting after that. He would speak with the individuals that live in the area to gather their input

before holding a full public information meeting.

No Action Taken

11) Discussion on the One-time Charge for a Connection Fee to the City's Wastewater Collection System.

Lindman began the Village of Maine asked for a connection fee if they were to bring their Wastewater to the City of Wausau. We typically establish connection fees and wanted to see if it's something we could address within the municipal code that would be specifically related to a municipality connection because we don't have that now and this could be followed for future requests as well.

Gehin brought up the example with the agreement that we had with Schofield because they contributed 50% of the cost to the replacement of the siphon that went across Memorial Park.

Force agreed that he didn't want to incur more costs but since we don't have a long history in this area of all Communities working together. This may be an opportunity to demonstrate that we could work together and would expand our ratepayer base. He'd like to see us come up with something that works so that we don't have to turn potential clients away.

No Action Taken.

12) Adjourn.

Motion to adjourn by Robinson. Seconded by Herbst.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Gina Vang, Recording Secretary

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MEMORANDUM

TO: President Rosenberg
Commissioner Herbst
Commissioner Force
Commissioner Gehin
Commissioner Robinson

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

SUBJECT: Director's Report – July 2022

WATER DIVISION

1. Drinking Water Treatment Facility Update: See attached.
2. Private LSL Funding Update: There has been 87 replacements completed totaling \$ 431,029.00. There is approximately \$18,971.00 remaining. We estimate about \$17,000.00 of work was done last week and will be invoiced soon and approximately 17 more grant applications that remain open. We will start to put these projects on a wait list until we can source additional funding. Staff has requested additional funds through WDNR, and we have been put on a wait list there ourselves. Staff is now exploring alternative funding options.

WASTEWATER DIVISION

1. The Wastewater Treatment Plant is operating well and is discharging a quality effluent.
2. Collection System Technician (Sewer Maintainer): One position remains vacant. Advertising for this position commenced on July 14, 2022 and closes August 4, 2022. Staff are hopeful to receive qualified candidates.
3. Wastewater Plant Operations Technician: This position has been filled and new hire began employment with the Wastewater Utility on July 18, 2022.

4. Hiring and training of new staff continue to be a challenge for the utility. These positions require in depth knowledge of complex treatment processes and equipment being used and it takes a great amount of time to train to a level that new staff can operate equipment confidently and take the on-call status.
5. New Wastewater equipment has been installed and awaiting full start up on the new dryer and disc filters. Veolia Dryer start up, training, and performance testing is scheduled for the week of July 25, 2022 and Kruger Disk Filter start up, training, and performance testing is scheduled for the week of August 1, 2022. Start-ups and training have been delayed because of the availability of vendors and other reasons outside the control of staff.
6. Collection System staff will be demoing various manufactures of camera trucks and supporting computer software that each has to offer. Demoing will help staff determine which televising equipment and manufacture best fits the needs of the Utility. Staff are hopeful to decide which camera truck and software package best fits the needs of the Utility within the next few months.

Wausau Drinking Water Treatment Facility - Project Status

July 29, 2022

Drinking Water Treatment Facility

Most equipment has been started up and nearly all communication circuits for controlling equipment have been tested. In the next few weeks contractors will begin starting up portions of the plant to start confirming they will operate as designed. Once this work is complete the contractors will move to systems demonstration. The new treatment facility is divided into 20 distinct systems; for example, natural draft aeration equipment, settled solids pumping, high service pumping, etc. During systems demonstrations the contractor must demonstrate the operation and performance of each system for 7 consecutive days without significant interruption. The contractors are aiming for completing the systems demonstration in early September and, if everything goes according to schedule, have the plant operational around the end of September.

Administration Building and Garage

The administration building and garage nearly complete. Contractors are finishing up installation of cabinets and built-in work areas. Furniture was delivered this week and they will complete touch-up work and punch list items throughout August. City staff is planning to occupy the building once the new treatment facility is online.

Well House Improvements

Well House improvements are approximately 75% complete. As noted previously, the city is taking advantage of the down time to have a contractor remove and rehabilitate well pumps at several locations. The generators at several of the wells operated during a recent power outage due to storms. The generators operated as designed.

Offsite Utility Modifications

Contractors continue to complete off-site water main changes in the area south of the plant and installation of a section of new water main near the existing drinking water treatment facility.

Most of site has been restored and seeded. Site lighting is installed.



Administration Building Entrance.



Administration Building Entrance – Built-in Work Areas.



Administration Building Office Furniture.



New Generators are installed at each well.

The generators operated as designed during recent power outages due to storms





TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 2, 2022

SUBJECT: Staffing/Wages – Proposed Minimum 3% COLA for 2023

Over the past year recruitment/retention and staffing issues have been on the agenda for 10 of those months for discussion by the commission. Staff has and continues to express ongoing concerns over staffing issues and wages related to recruitment and retention. Action is needed by the commission to ensure we can do everything possible to stabilize our workforce. Waiting for the city to complete their market study in 2-years will result in the continued failure of the utility to maintain staffing and skilled labor for the required work to be completed.

At the July meeting staff proposed wage increases for the utility and provided a couple different options. Since the July meeting consideration of other options were discussed with Finance, HR and the Mayor. The conversation led to proposing a minimum of 3% COLA city wide for employees to begin January 1, 2023. This COLA is proposed to go to the August 8 HR Committee meeting and then subsequent finance and council meeting for consideration.

Staff is asking for the commission to act and support a COLA of a minimum of 3% to be included in the 2023 budget and implemented on January 1, 2023. Current utility staff are being paid significantly less than other municipalities for the same job responsibilities as their peers.

It is important for the Commission to understand the proposed market study to be completed for the 2024 budget is likely to show a significant increase in the city's current pay scale. This is what happened in 2019 when the council determined the wage study was not affordable and implemented the wage study over a 3-4 year period of time and it created many pay issues; primarily compression and internal equity issues. Approving COLA's on a frequent basis will help to mitigate these types of issues moving forward.

The following is information presented at past commission meetings and also some new information as requested by the commission from the July meeting. Staff will also bring back an update to the September meeting with progress on the COLA proposed.

During past commission meetings HR and utility staff presented reasons for some employees leaving and employees either not accepting the positions or leaving the positions after hire. Here are some of the reasons that have been discussed over the past year.

1. Employees take other positions for higher wages.
2. Employees take other positions for relocating (closer to family, preferred location, etc.)

3. Employees have left due to the level of work and “culture” of the utility. The following is some clarity on what was meant by the “culture” as was presented to utility staff.
 - a. Level of work is the amount of work one individual must take on. This is extremely high compared to other utilities. Other utilities of similar size have 150-200% more staffing than Wausau.
 - b. Culture is related to the expectations of the amount of work and that routine maintenance is deferred because the utility is almost always in a state of fixing emergent issues. This becomes a high stress environment and with the staffing shortages this has been significantly increased.
 - c. Dues to shortages of staff on-call time is significantly increased and leads to burn out. This is the current culture we are living in and the culture needs to change to be successful.
4. Employees left because the job was not what they expected. High level/volume of workload, lots of on-call time, frequently not working in their field of expertise, staffing levels are too low, etc.

Over the past year the city has begun to take actions to make changes to employees benefits and wages. Approved actions by the city to date:

1. The city approved waiving wage Steps 1&2 and allowed minimum pay to start at step 3 in a 17 step pay scale. This has been in effect for 2022.
2. The city approved advancing employees (who are below mid-point) two steps a year instead of one, so they may reach midpoint sooner and help with recruitment.
3. The city approved a 2% market adjustment or COLA beginning in 2022. This is the first COLA approved in over 6-years.
4. Other non-monetary actions have also been approved; increased vacation days, ability to use vacation from day one of employment, flexible work schedule for those who have the ability to work remotely, etc.
5. During the 2022 budget approval the City approved consideration of a COLA each year during budget discussions moving forward. For 2023 it is anticipated there will be consideration for an additional COLA.

Wausau Water Works is moving forward with some actions to gather information and make some well documented and data driven decisions on the utility workforce moving forward.

These actions currently underway are as follows:

1. Baker Tilly is working on a staffing analysis for both water and wastewater. This analysis will be completed prior to the 2023 budget approval process.
2. This analysis considers staffing needs and number of employees; it does not look at or investigate wages.
3. Based on the findings of the analysis a revised organizational chart will be prepared and presented to the Commission for their review and approval for any staffing needs or impacts moving into 2023.
4. This information will also be used for consideration in the city wide market analysis expected to be completed in 2023 for 2024 implementation.

Please see wage comparisons in the table below. The table compares the City’s mid-point or market rate wage to other municipality wages with the same or very similar job descriptions. In every category Wausau is below the average of wages. Other compared wages were from the 2020 AWWA Wage Survey and from the 2021 WI Rural Water Wage Survey

Pay is not the only issue with recruitment and retention but it is one item the Commission needs to consider as an immediate action to support and help foster retention and stabilize the workforce. Not being competitive in the market puts us at great risk for losing staff to jobs outside the city.

We understand there are other items we may consider for implementation as we move forward. The critical item we need to address, first and foremost, is stabilizing our work force so we can ensure we are meeting our requirements placed on us from the WDNR. Once the workforce is stabilized, we would be able to work on items like an apprenticeship program, having seasonal help year round, reestablishing the intern program for the lab, etc.

We have looked at bringing retirees back for temporary work, and this may be an option if they are willing to come back and if there would be a contract prepared in order for this to be an option. One issue would likely be that the retirees would likely have a much higher wage per hour than our current staff which would likely create issues internally.

We also considered LTE's but the issue would be training and establishing how LTE's would be paid and terms of their employment. We currently do not have time to meet all of our daily requirements and to put time into an LTE just to see them leave and have to start over would not be time well spent when we are already short staffed and behind on routine maintenance and regulation requirements.

Comparison Chart - Wausau Current Market Rate versus Compensation Surveys & Other Utilities

City Job Title	City Current Pay (Mid-Point)	AWWA 2020 Comp Survey (Mid-Point)	AWWA 2020 Comp Survey (Average)	2021 WI Rural Water	Ave Difference of City Pay Compared to Surveys	¹ Merrill 2021 (Mid-Point)	Oshkosh 2022 (Mid-Point)	Ave Difference of City Pay Compared to Other Utilities
Water Superintendent	\$37.74	\$46.15	\$47.01	\$44.28	(\$8.07)	44.87	46.67	(\$8.03)
WW Superintendent	\$37.74	\$46.15	\$47.01	\$44.28	(\$8.07)	44.87	46.67	(\$8.03)
Water Supervisor	\$28.85	\$40.19	\$40.18	\$44.28	(\$12.70)		38.53	(\$9.68)
WW Supervisor	\$28.85	\$40.19	\$40.18	\$44.28	(\$12.70)		38.53	(\$9.68)
Water Plant Operator	\$25.77	\$31.30	\$31.77	\$29.11	(\$4.96)		28.91	(\$3.14)
WW Lab tech	\$25.77	\$39.09	\$31.77	\$29.11	(\$7.55)		28.91	(\$3.14)
Sr. Water Distr. Maintainer	\$25.77	\$29.57	\$32.93	\$29.11	(\$4.77)	28.56	28.91	(\$2.97)
Sr. WW Collection Maintainer	\$25.77	\$29.57	\$32.93	\$29.11	(\$4.77)	28.56	28.91	(\$2.97)
Sewer Maintainer	\$24.09	\$26.73	\$28.84	\$29.11	(\$4.14)	25.23	25.88	(\$1.47)
Water Maintainer	\$24.09	\$26.73	\$28.84	\$29.11	(\$4.14)	25.23	25.88	(\$1.47)
Plant Mechanic (Sewer)	\$25.77	\$28.13	\$26.96	\$29.11	(\$2.30)	25.23	28.91	(\$1.30)
Plant tech. (Water)	\$25.77	\$28.13	\$26.96	\$29.11	(\$2.30)	25.23	28.91	(\$1.30)
Admins	\$21.97	\$21.49	\$20.39	\$26.17	(\$0.71)		22.85	(\$0.88)

¹The utility also has certification pay of up to \$1.00/hour

Department of Public Works
and Utilities



Eric Lindman, P.E.

Director of Public Works and Utilities

TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 2, 2022

SUBJECT: Pilot Study Continuation

Approval for the design of the Granulated Activated Carbon (GAC) system was approved at the July meeting without the continuation of the ongoing pilot study for PFAS treatment. The pilot study is an essential piece of data collection as we move forward for the following reasons:

1. The most accurate way to determine life cycle costs for PFAS treatment.
2. Provide the most accurate information on bed life and media use rates.
3. Provide alternate treatment options and costs, comparable items for consideration which may present large cost savings.
4. Cost to continue the pilot is minor compared to the capital cost of a treatment system.
5. Being aware of treatment conditions/options with the information to provide flexibility to treatment could save millions of ratepayer dollars.
6. Irresponsible to discard what has been done already. We are 6 months into a seasoned pilot, that media, prior treatment, and any water needed to preform other testing will be gone if the pilot is discontinued.

Discontinuing the pilot study to save a few thousand dollars is NOT a sound engineering decision. As of now we do not have an alternate funding source for the pilot but we have and will continue to pursue funding assistance. We also know the pilot study is eligible for SDWL reimbursement which will include forgivable loan portions as well. We do not know yet any amount of grants or forgivable loan we will be receiving for this project and we continue to be diligent pursuing all potential funding sources.

Staff, engineers and WDNR recommend continuing the pilot study for as long as possible and continue to gather data.

Department of Public Works
and Utilities



Eric Lindman, P.E.

Director of Public Works and Utilities

TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 2, 2022

SUBJECT: Residential Subdivision – W&S Costs by Utility and Connection Fees for Recovering Costs

Wausau's Municipal Code (WMC) Chapter 21 (attached) currently requires the developer to be responsible for all infrastructure costs for the subdivision. Once the infrastructure is constructed and completed within the development it is typically transferred to the city for operation and maintenance. These items are water, sewer, lighting, storm sewer, street, curb & gutter and sidewalks.

Over the past 5-months city staff has been approached by 3 separate developers who want to develop residential subdivisions in the city, but each developer has found the upfront capital costs are too much. Each developer has asked if the city has any way to assist with the upfront capital costs. In the past, early 2000's, the developer would place a temporary road within the development and then once the subdivision was mostly built out the city would come in and construct a new road with curb, gutter and sidewalks. The city has no budget to construct new roads and our current priorities are to reconstruct existing roads with the budgets we are currently allocated.

One option is to have the utility upfront the cost of the water/sewer within the subdivision. These costs would be recovered over time by connection fees once the homes are built and they request service. This has been done in the past as the utility has extended water and sewer mains for future development or serve properties that have annexed. The WMC establishes how new properties connecting to city water & sewer are charged a connection fee to recover construction costs of the mainline extensions.

The WMC also requires a developer agreement with the developer which would outline the responsibilities of the city and the developer. The commitment of the utility may be addressed in this agreement along with the responsibility of the developer to ensure the connection fees are paid as properties are connected.

Some of the challenges for the utility will be the budgeting for subdivisions as this is a capital expenditure and likely would require borrowing. The connection fee may also be delayed a significant amount of time as the sites may take 10+ years to get developed. This means the utility would be holding these costs for an undisclosed amount of time. This is not unusual as this has been the practice in the past as the city waits for properties to annex and request connection. There is also an option to work with the developer to establish a connection fee payback timeline if the developer is willing to discuss this option.

The city has not had a new subdivision development for a significant number of years and without some assistance from the city, as we have heard from 3 developers now, subdivisions may not be developed within the city unless there is some commitment by the city to reduce the upfront infrastructure costs. Subdivisions built outside the city limits are constructed with individual well and septic and most likely will request annexation at some point in the distant future when these systems fail. It is preferable that homes be connected to municipal water and sewer for environmental and public safety reasons.

Staff is asking for the Commission to consider allowing the utility to work with residential developers and establish budgets as necessary to carry the upfront water and sewer extension costs and these costs would be paid back to the utility through connection fees over time as properties become developed. This would be only for planned and platted subdivisions that will be part of the city.

Chapter 21.12 - PROCEDURE FOR APPROVAL OF CITY PLATS

21.12.010 - Subdivisions inside the City limits.

In planning and developing a subdivision within the corporate limits of the City, the subdivider shall follow the procedure outlined in this chapter.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.020 - Letter of intent and sketch plan.

At least 30 days prior to the submission of the preliminary plat, the subdivider shall make known his intentions to the City Engineer. During this "preapplication" stage, the subdivider shall consult the City Engineer to identify any special problems or conditions affecting his property and shall supply the City Engineer with a written "letter of intent" and a sketch plan of the proposed subdivision.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.030 - Filing of preliminary plat.

The subdivider shall prepare a preliminary plat of the proposed subdivision in accordance with the requirements of chapter 21.24 and shall file with the City Engineer a completed, formal application for approval of the plat, accompanied by six blueprints or other acceptable reproductions, at least 14 days prior to the meeting of the Capital Improvements and Street Maintenance Committee and Plan Commission at which action is desired.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.040 - Preliminary plat review and recommendations.

The preliminary plat shall be reviewed by the Capital Improvements and Street Maintenance Committee and Plan Commission to determine its conformity to this title and all other City ordinances and regulations, the official map, and the master plan or comprehensive plan. Copies of the preliminary plat shall be reviewed by the City Engineer, City Planner, Director of Inspection, Park Director, Fire Chief, and the Director of the Sewer and Water Utility for their recommendations concerning matters within their jurisdiction. Their recommendations in respect thereto shall be transmitted to the Capital Improvements and Street Maintenance Committee and Plan Commission. The City Engineer shall coordinate the review of the preliminary plat among staff and City officials.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.050 - Action on preliminary plat by the Common Council.

Within 90 days of the submission of a preliminary plat and completed formal application, the Common Council shall take action to approve, approve conditionally, or reject the preliminary plat and shall state in writing any conditions of approval or reasons for rejection, unless the time is extended by agreement with the subdivider. Failure of the Common Council to act within the 90 days, or extension thereof, constitutes an approval of the submitted preliminary plat. The City Engineer shall notify the subdivider in writing of the Common Council's action.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.060 - Development agreements.

A development agreement is a written agreement entered into by and between the City and a subdivider for the construction, installation, dedication, and provision of improvements in connection with a subdivision and payment for the various costs in connection with the needed infrastructure. Development agreements are intended to clearly identify the subdivider's costs and the City's costs related to the infrastructure needed to develop a proposed subdivision and to establish a schedule for the installation and payment of this infrastructure. The subdivider shall be responsible for infrastructure improvement costs including but not limited to the following:

- (a) Eight-inch standard sanitary sewer mains, laterals to the street right-of-way line, lift station fees which are as provided in section 3.40.010(a), and any other sanitary sewer related fees. Oversize sanitary sewer mains will generally be cost-shared by Wausau Water Works.
- (b) Eight-inch standard water mains, hydrants, booster station fees which are as provided section 3.40.010(a), water main tap fees, and any other water supply related fees. Oversize water mains will generally be cost-shared by Wausau Water Works.
- (c) All storm sewer mains, inlets, and detention basins in accordance with an approved stormwater management plan. The City may cost-share in certain oversize trunk storm sewer mains.
- (d) Standard curb and gutter shall be a six-inch concrete curb with a 24-inch gutter, drive approaches, and sidewalk in accordance with City standard specifications and recommendations. Mountable curb and gutter, where approved by the City Engineer, shall be designed in accordance with the standards provided by the City Engineer. Streets without curb and gutter (a rural-section) may be constructed where approved by the Capital Improvements and Street Maintenance Committee and shall be designed in accordance with the standards provided by the City Engineer. Pavement shall be a minimum of three inches of bituminous asphalt over a minimum of eight inches of crushed aggregate base course. In some streets the pavement or base course may have to be of greater thickness or employ a

layer of free-draining aggregate and edge drains. Temporary streets, culs-de-sac, and hammer-head turnarounds may be allowed to meet lower design standards where approved by the City Engineer.

- (e) Street lighting designed and located in accordance with the recommendations and standards provided by the Director of Inspections and Electrical Systems.

Development agreements are intended to provide some degree of flexibility for the City and subdivider in meeting the infrastructure needs of the proposed subdivision. All infrastructure costs directly related to the proposed subdivision, including City staff and contracted engineering costs and inspection fees, will be the responsibility of the subdivider. Agreements can be structured that require the subdivider to install the improvements, provide for the City to install the improvements, or a combination thereof. All infrastructure design work shall be approved by the City and all inspection work shall be performed by the City or under a contract with the City. City costs for the development of a subdivision will usually be limited to only the marginal cost for over-sizing certain infrastructure and installing infrastructure to serve a larger service area than the proposed subdivision. A development agreement shall be executed by the subdivider and signed by the Mayor on behalf of the City before the final plat, as approved by the Common Council, is signed by the Mayor.

(Ord. 61-5605 §33(part), File No. 13-1109; Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.070 - Filing of final plat.

Within 36 months of the date of approval or conditional approval of the preliminary plat, a completed formal application for approval of the final plat, accompanied by the final plat and six reproductions thereof which shall conform to the requirements of section 21.28.030 of this title and subchapter IV of Wis. Stats. ch. 236, shall be submitted to the City Engineering Department. If the final plat is not submitted within 36 months of approval of the preliminary plat, the common council may refuse to approve the final plat. the final plat may, if approved by the common council, constitute only that portion of the approved preliminary plat which the subdivider proposes to record at that time.

(Ord. 61-5457 §1, 2010, File No. 02-0413, Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.080 - Final plat review and recommendations.

The final plat shall be reviewed by the Capital Improvements and Street Maintenance Committee and Plan Commission to determine its conformity to this title and to all other ordinances and regulations in force when the subdivider submits a preliminary plat, or final plat if no preliminary plat is submitted, which affect the subdivision or platting of land, the approved preliminary plat, and any conditions of approval and adopted local plans. Copies of the final plat shall be reviewed by the City Project Manager, City Planner, Zoning Administrator, Park Director, Fire Chief, and the Director of the Sewer and Water Utility for their

recommendations concerning matters within their jurisdiction. Their recommendations in respect thereto shall be transmitted to the Capital Improvements and Street Maintenance Committee and Plan Commission. The City Planner shall coordinate the review of the final plat among staff and City officials and shall notify the Clerk of any municipality within 1,000 feet of the final plat of the proposed subdivision that the City is considering.

(Ord. 61-5457 §1, 2010, File No. 02-0413, Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

21.12.090 - Action on final plat by the Common Council.

Within 60 days of the formal submission of a final plat, unless the time is extended by agreement with the subdivider, the Common Council shall take action to approve, approve conditionally, or reject the final plat and shall state in writing any conditions of approval or reasons for rejection. The City Engineer shall notify the subdivider of the Common Council's action. Failure of the Common Council to act within the 60 days, or extension thereof, constitutes an approval of the formally submitted final plat.

(Ord. 61-5217 §1(part), 2003, File No. 02-0413.)

Department of Public Works
and Utilities



Eric Lindman, P.E.

Director of Public Works and Utilities

TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 10, 2022

SUBJECT: Stettin Sanitary Sewer Agreement

Wausau has had an agreement in place with the Town of Stettin for accepting wastewater from residential properties in a small sanitary district that remains in the Town. This agreement has not been updated or formally approved/extended since 1968. Many of the properties served by the city's collection system have since annexed into the city but there is an area that remains in the Town of Stettin and is charged based on volume. The updated agreement includes references to the current Wausau Municipal Code (WMC) and ensures our rights to enforce the city's pretreatment program should an industrial facility be built and connected within this sanitary district.

Please find attached the updated agreement for your review and consideration. This agreement will be brought forward to the city council for final approval.

CONTRACT FOR TREATMENT OF RAW SEWAGE

WHEREAS, the Sanitary District #72 of the Town of Stettin (hereinafter "Stettin") is located west and adjacent to the corporate limits of the City of Wausau (hereinafter ("Wausau")) and operates a system of sewers for the collection of sanitary sewage; and

WHEREAS, Stettin has no sewage treatment plant, and Wausau has heretofore treated Stettin's raw sewage under a contract both parties voluntarily entered into; and

WHEREAS, Wausau has by appropriate legislative action authorized Wausau Water Works (hereinafter "Utility") to manage the affairs of such Utility, including authorizing the Utility to enter into a contract to treat sewage from Stettin; and

WHEREAS, this agreement is a negotiated contract between the parties, and may be superseded by determinations of the Public Service Commission of the State of Wisconsin, and/or other public agencies that claim jurisdiction to determine sewerage rates.

NOW, THEREFORE, the Utility and Stettin do hereby agree as follows:

1. This agreement supersedes that contract between the City of Wausau and Town of Stettin, dated January 15, 1968, in its entirety, shall be for an initial term ending December 31, 2026. Thereafter, this agreement shall automatically renew on like terms for renewal terms of five (5) years each, unless changes to such terms are approved by both parties. Sewage rates shall be in effect per paragraph 12 of this contract.

2. Definitions:

Extension – a sewer main or interceptor main generally laid in streets;
and

Hookup – the lateral pipe between the user's premises and an extension.

3. Stettin shall operate and maintain, at its own expense:

- A. Sanitary District #72 of the Town of Stettin agrees to be responsible for and maintain all pipes and mains from said sanitary district feeding into the City of Wausau's primary system.
- B. Sanitary District #72 of the Town of Stettin agrees to maintain a magnetic type meter which will determine the amount of sewage discharged into the city sewer system. Sanitary District #72 of the Town of Stettin shall change the charts and maintain the meter and its related equipment. The City of Wausau shall at all times have the right to examine this equipment, check its accuracy and check meter readings.
- C. Inasmuch as discharge from homes within Sanitary District #72 lead directly into the city gravity system and will not be metered, price to be charged shall be as stated on the Wausau Water Works Schedule

of Rates. Such charges shall be forwarded to the City of Wausau by Sanitary District #72 of the Town of Stettin at the same time as the quarterly billing for the metered sewage.

4. Stettin shall pay all costs and expenses associated with the delivery of its sewage to Wausau, and be liable for all damages to itself, Wausau or others arising out of such delivery, where Stettin is responsible and/or liable for those damages or a portion of those damages.

5. The capacity of the Wausau Wastewater Treatment Facility ("WWTF") is limited. It is entirely owned by the City of Wausau. So that the citizens of the City of Wausau are not required to unduly expand the capacity of the Wausau WWTF in the future, no extension and/or expansion of the Stettin sewage collection system shall occur without the prior written approval of the Wausau Water Works and such proposed extension/expansion complies with the current Facilities Plan. Stettin shall submit to Wausau plans for expansion of the Stettin sewage collections system prior to submitting for DNR approval.

6. Stettin shall prepare a complete scale map of its sewage collection system, including thereon interceptor and collector mains. A reproducible copy of this map will be made available to the Wausau Water Works. On an annual basis the map shall be updated to reflect any changes and Wausau shall receive the updated copy. If there are no changes, Stettin will note such and the latest map on file shall be maintained.

7. All domestic sewage Stettin delivers to the Utility shall be reasonably free of clear waters, defined as including but not limited to storm water, diffused surface water, air conditioning discharge water and groundwater. All sewage is to be free from materials which may tend to foul or clog mains or laterals, or might reasonably be expected to damage the building or equipment constituting the Wausau WWTF. The provisions of Sec. 13.62.030 Wausau Municipal Code and any subsequent amendments to that section, are incorporated herein and made apart hereof. Discharges prohibited thereunder shall not be delivered to the Wausau system by Stettin. Any violation of the Sec. 13.62.030 and any amendments thereto shall immediately cease and be reported to the Wausau Wastewater Superintendent. Section 13.62.040 and any amendments thereto shall apply, and Stettin agrees to be governed by its provisions.

Stettin agrees to be responsible for and accomplish such work as necessary within its sewer system to comply with said ordinance and with the Wisconsin Pollutant Discharge Elimination System Permit No. WI-0025739 (hereinafter "Permit") issued to Wausau. Wausau may monitor or test Stettin sewage, upon reasonable notice, within the Stettin system.

8. The Utility reserves the right to order pretreatment of industrial waste. If, upon monitoring the discharge of such industry, it is determined that the standards of Sec. 13.62.030, and any amendments thereto, or the permit, are not being met, Stettin will be advised in writing by the Utility of the name of any industry not in compliance. Stettin shall immediately cause such pretreatment to be made to industrial waste, as required by Sec. 13.62.040 and any amendments thereto, prior to continued discharge of such wastes into the Stettin system.

All costs of such monitoring, including but not limited to analysis of the sewage, shall be charged to the users, and in the event such billing remains unpaid for sixty days, the Utility shall bill Stettin, who shall then pay such bill in the regular course of business.

The industry shall have reasonable time, not to exceed sixty days after written notice, to cause all wastes to be pretreated to meet the waste standards and requirements prescribed in said Permit or order, except for prohibited wastes which are toxic, or which may cause public health concerns, or property damage, or may impair treatability, and in these cases, the discharge shall cease immediately. If the industry or Stettin provides proof that compliance with waste standards requires machinery, equipment, supplies, chemicals, construction or other related items which cannot be completed or installed within such sixty day period, the Utility and Stettin shall meet to consider what course of action is proper under all of the circumstances. However, the Utility shall have final decision making authority regarding these actions.

If the industry does not comply with the requirements of pretreatment within the time frame above described, and/or continued to violate Sec. 13.62.030 and any amendments thereto the industry is subject to enforcement provisions as identified under Sewer Use Ordinance and shall comply with the Agreement for Management of Stettin's Pretreatment Program which is attached as Exhibit A.

9. Stettin will immediately report, in writing, to Wausau any proposed new or changed industrial and/or commercial user that meets or may meet any of the following criteria:

- Increases by ten percent or more the volume of wastewater received from Stettin.
- High strength wastes or potential toxic wastes.
- Wastewater originating from an industrial/commercial user required to comply with Federal and State pretreatment requirements.

With regard to the reportable users as noted above, Wausau reserves the right to approve or disapprove such connections to Stettin's sewage collection system or require the disconnection of such users. Failure of Stettin to report such connections shall result in a fifty dollar (\$50) per day penalty. The penalty shall also apply to any user located outside the Wausau Wastewater Treatment Plant 208 Sewer Service Area boundary that connects to the Stettin sewage collection system. This penalty shall not apply if Stettin is ordered by the State of Wisconsin to accept sewage from outside the 208 Sewer Service Area.

Stettin shall have the right to extend sewer service to any area petitioned voluntarily for annexation by the owners and electors of the area and annexed by Stettin provided the area is within the 208 Sewer Service Area or said boundary as amended. (Stettin will still need to comply with Paragraph 5 of this agreement and other conditions regarding industrial/commercial conditions.) Also, if Wausau is required by the DNR to

perform special studies or an industrial survey to comply either with Federal Pretreatment regulations or toxic reduction assessments to meet new discharge requirements, Stettin may be assessed directly for such activity over and above the charges for sewer service. This special assessment will generally relate to the number of industrial users in each community. Stettin will be advised in writing in advance of these special studies and possible cost allocation.

In addition, Stettin will maintain a complete list of all new or changed industrial/commercial users connected to Stettin's sewer collection system. A copy of this list reflecting the current status of Stettin's industrial/commercial users will be forwarded to the Utility annually on or about December 31. This requirement is part of the Federal and State mandate regarding industrial pretreatment regulation. Stettin will further assist Wausau with management of the pretreatment regulations by observing and reporting industrial users that may be required to comply with such regulation.

10. In the event the State of Wisconsin, at any time, issues any order to Wausau or Stettin requiring Stettin to accept sewage from outside its corporate limits and/or the 208 Sewer Service Area, Stettin shall join in an appeal from said order with Wausau, at Wausau's discretion, and Stettin shall provide counsel or co-counsel for prosecution of such appeal, and shall equally share the allowable court costs.

11. In the event any agency of any governmental unit having jurisdiction over sewage treatment, sewer extensions, installations or expansion of the collection or treatment system issues orders to Wausau, limiting or staying such matters, then Stettin shall upon notice by Utility be bound by the same order to its terms and conditions.

12. Stettin shall pay the Wausau Water Works the cost of handling, treating, and disposing of its sewage pursuant to the latest rate or to any rate schedules established in the future. Wausau shall initiate a rate review/analysis as necessary to maintain the normal operation of the Wausau WWTF. Any rate changes following a review/analysis, including normal operating percentage increases, may be implemented, irrespective of any formal rate study being undertaken. Stettin shall have the right to review all documentation supporting any proposed rate changes.

A copy of Wausau's annual audit will be available after June 30 of each year upon request. Wausau will provide Stettin at least 90 days written notice of the intent to adjust rates. A copy of the new rates and the methodology used to revise the rates will be submitted to Stettin prior to rate implementation.

(By reference, the most current rate study shall be available for review by Stettin and will be on file in the office of the Wausau WWTF.)

13. Sanitary District #72 of the Town of Stettin shall pay to the City of Wausau for the handling and disposal of such sewage in the City of Wausau's primary sewage treatment plant at the unmetered rate outside of the City as noted on the Schedule of Rates published by the Utility and on file with the Utility. The payments for sewage treatment shall be due on the first day of April, July, October and January of each year for the volume of sewage treated during the preceding three months.

IN WITNESS WHEREOF, the preside of the Wausau Water Works and its secretary, and the Town of Stettin by its chairman and clerk, have made and executed this contract for the said Wausau Water Works and the Town of Stettin, pursuant to authority vested in them by the Utility and the Common Council, respectively.

Signed this _____ day of _____, 2022.

WAUSAU WATER WORKS

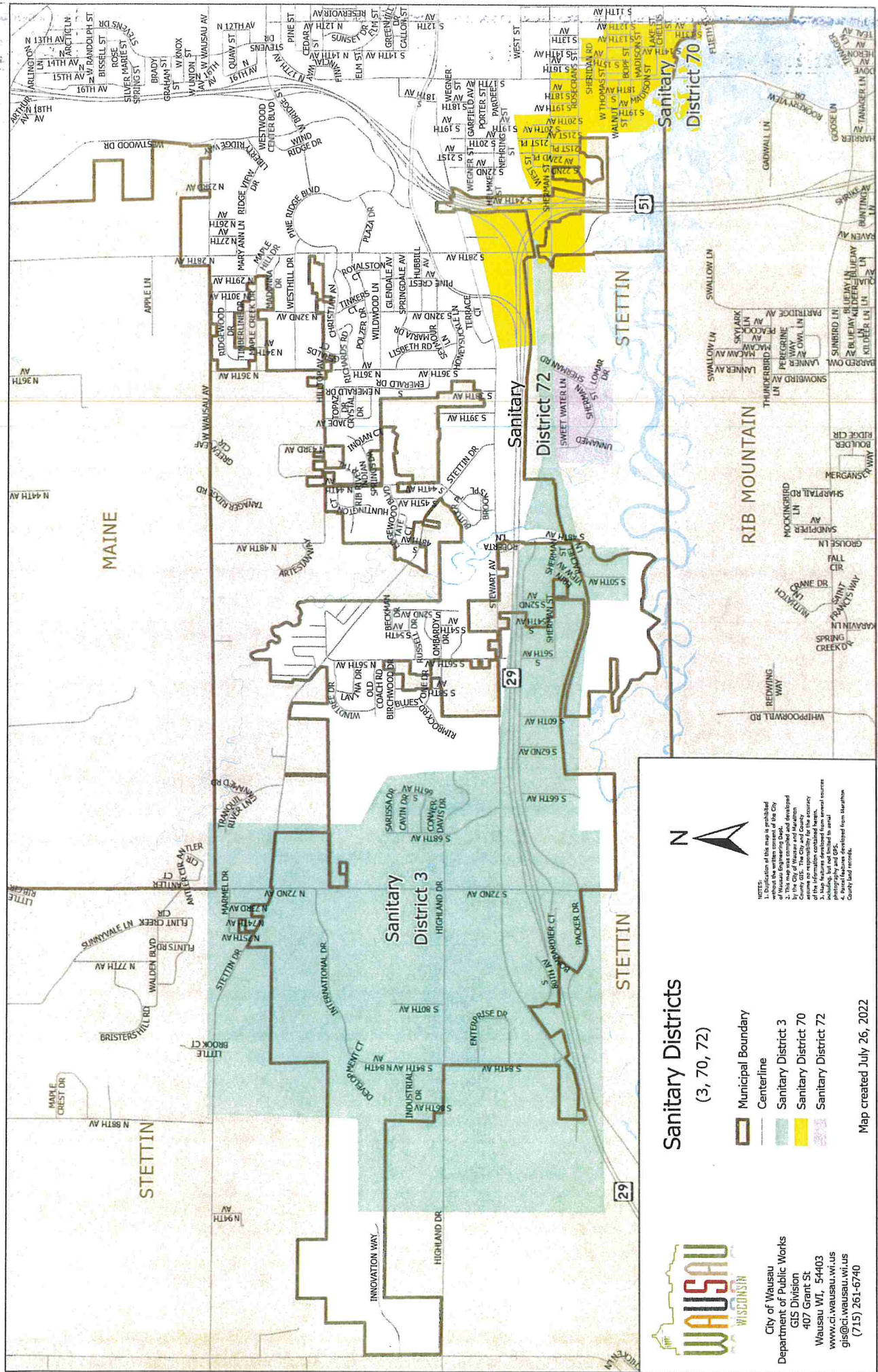
In Presence of:

_____	_____
	President
_____	_____
	Secretary

TOWN OF STETTIN

In Presence of:

_____	_____
	Chairman
_____	_____
	City Clerk



AGREEMENT FOR MANAGEMENT OF
STETTIN'S PRETREATMENT PROGRAM

This Agreement made this _____ day of _____, 2022, by and between the TOWN OF STETTIN, a municipality of the State of Wisconsin, hereinafter called "Stettin," and WAUSAU WATER WORKS, hereinafter called "Utility."

WITNESSETH:

WHEREAS, Stettin is located west and adjacent to the west corporate limits of the City of Wausau and operates a system of sewers for the collection of sanitary sewage; and

WHEREAS, Stettin has no sewage treatment and Wausau under contract has agreed to treat Stettin's wastewater; and

WHEREAS, Wausau has by appropriate legislative action authorized the Wausau Water Works to manage the affairs of such Utility; and

WHEREAS, the Federal Clean Water Act of 1977 established a national policy for the creation and enforcement of pretreatment standards and requirements for Industrial wastewater. Specific regulations to accomplish provisions of the Clean Water Act of 1977 were published in the Federal Register under 40 CFR Part 403 and parallel state regulations were adopted per Wisconsin Administrative Code NR 211. On January 2, 1980, the Wisconsin Department of Natural Resources issued a compliance schedule requiring the Utility to develop a local pretreatment program as part of WPDES Permit No. WI-0025739-2; and

WHEREAS, the Utility prepared a local pretreatment program and recreated Chapter 13.62 Sewage Users – Standards and Control of the Wausau Municipal Code in order to implement the program; and

WHEREAS, the Utility has the responsibility to insure that all industries which eventually receive treatment of their wastewater at Wausau's wastewater treatment facilities, including industries within the corporate limits of Stettin, are in compliance with national categorical pretreatment standards.

NOW, THEREFORE, the Utility and Stettin do hereby agree as follows:

1. This agreement is entered into pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes.
2. Stettin shall adopt Chapter 13.62 Sewage Users – Standards and Control of the Wausau Municipal Code.

3. Stettin authorizes the Utility to perform all administrative tasks required by the pretreatment ordinance, Wisconsin Department of Natural Resources, and/or by Federal regulations. These administrative tasks include but are not limited to permit review, permit issuance, review of baseline reports, compliance, monitoring, demand monitoring, receipt and review of all industrial compliance reports. A copy of all documents required by the Utility or filed by the affected discharger shall be sent to the Director of Public Works and Utilities. Within reason, the Utility shall keep Stettin informed of the activities concerning industries within their corporate limits.
4. All discharge permits issued to industries within Stettin's corporate limits for pretreatment purposes will be cosigned by a representative of the Utility and Stettin.
5. The Utility shall enforce the pretreatment ordinance against the affected Stettin dischargers in the same manner it enforces the pretreatment ordinance against affected Wausau dischargers and shall not discriminate in its enforcement against affected Stettin dischargers.
6. All permit fees shall be paid to the Utility and shall be for the purpose of covering expenses and costs associated with administering the pretreatment ordinance requirements.
7. Stettin shall enforce all provisions of the pretreatment ordinance, especially those areas that are pertaining to the national categorical pretreatment standards, at the request of the Utility, Wisconsin Department of Natural Resources, and/or the Environmental Protection Agency, Stettin shall pay to the Utility all money received as a penalty and/or a forfeiture which may be levied and/or ordered as a result of a violation or violations of the ordinance. Stettin shall also pay to the Utility all money received by Stettin as reimbursements for any damage to the Utility's treatment facility. All payments to the Utility shall be less actual attorney's fees and all costs associated with the levy and/or order of a penalty or forfeiture or reimbursement for any damage to the Utility's treatment facility.
8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other addressed to the Director of Public Works and Utility of the City of Wausau or the Clerk of the Town of Stettin.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

Witness:

WAUSAU WATER WORKS

President

Secretary

Witness:

TOWN OF STETTIN

Town Chairman

Town Clerk

DRAFT