



**Department of Public Works
Engineering Division**
W240 N3065 Pewaukee Road
Pewaukee WI 53072
Phone: 262-691-0804

**PUBLIC WORKS COMMITTEE
MEETING NOTICE AND AGENDA
Thursday, July 23, 2026
4:00 PM**

Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. Discussion and Action Regarding the Minutes
 - 3.1 Discussion and possible action to adopt Jun 11 2026 meeting minutes.
4. Water and Sewer Division
 - 4.1 Discussion and possible action regarding the City of Pewaukee and Lake Pewaukee Sanitary District Sewer Service Agreement expiration and possible extension.
 - 4.2 Discussion on the status of the Well Siting Study.
 - 4.3 Discussion on the adoption of Chapter 300 Sanitary Sewer Ordinance.
5. Engineering Division
 - 5.1 Discussion and possible action regarding a draft Joint Quiet Zone Agreement with the Village of Pewaukee.
6. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
7. Adjournment

Magdelene Wagner
Director of Public Works
July 23, 2026

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically

referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the DPW Main Office at (262) 691-0804 by 12:00 p.m. the Tuesday prior to the meeting so that arrangements may be made to accommodate your request.

City of Pewaukee - New Agenda Item

Agenda Language:

Sub Item Agenda Language:

Background Provided By:

Background:

Draft minutes for the Jun 11, 2026 meeting are attached for your review and approval.

Fiscal Impact:

Recommended Motion:

Committee approve the minutes.

In Attendance:

Mayor Steve Bierce, Alderman Jerry Wamser, Michael Kreiter, Jim Blackwood

Also In Attendance:

Director of Public Works M. Wagner, Chief Engineer-Utilities R. Wirtz, City Engineer M. Gabbey, Utility Manager J. Mueller, Utility Assistant Manager R. Kincaid, Utility Billing Specialist R. Reed

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the Public Works Committee Meeting to order at 4:00 PM. All present were invited to rise for the Pledge of Allegiance.

2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.

No public comment was recorded.

3. Discussion and Action Regarding the Minutes

3.1 Discussion and possible action to adopt Apr 23, 2026 meeting minutes

Motion was made and seconded (M. Kreiter, J. Blackwood) to approve the April 23, 2026, meeting minutes. The motion passed unanimously.

4. Water and Sewer Division

4.1 Discussion and possible action regarding Well #8 PFAS Pilot Study [Mueller/Kincaid]

Ms. Mueller presented the findings of the yearlong PFAS pilot study conducted at Well #8. She provided background, noting that Well #8 is situated within a residential subdivision and that a primary design constraint throughout the study was finding a treatment solution that could fit within the existing building footprint or be constructed as an addition consistent with the character of the surrounding neighborhood.

The study concluded that an anion exchange system is the preferred treatment technology for PFAS removal and would fit within the existing two-car and single-car garage space, with excavation of the garage floor planned to accommodate the treatment tanks. Ms. Mueller noted that anion exchange is the most proven technology for PFAS removal and that the Village of Pewaukee and other communities across the state, including West Bend, employ similar systems.

A significant challenge identified during the pilot study was iron buildup within the anion exchange media. Iron competes with PFAS for surface area on the media, reducing treatment effectiveness. The proposed solution involves adding an iron-removal pre-treatment step with aeration to oxidize and remove iron before the water reaches the PFAS treatment system. Mr. Kincaid noted that the utility draws between 500 and 580 gallons per minute, making iron accumulation far more pronounced than what a typical private well homeowner would experience.

Updated cost estimates, developed in consultation with the City's engineering consultants on the day of the meeting, placed the total project cost at **\$3,540,000** for the Well #8 location alone, revised upward from an earlier preliminary estimate of approximately \$2,000,000. Equipment and most of the mechanical work account for approximately \$2,440,000, with the remainder covering contingencies, engineering, planning, and fees. Notable cost drivers include the need for helical piers due to the site's filled soil conditions, upgraded well pumps and electrical systems, steel treatment vessels and piping, and an **11,000-gallon holding tank** (estimated at \$300,000) required to manage backwash discharge at a rate that would otherwise exceed the existing sewer system's capacity.

Committee Member Blackwood inquired whether granular activated carbon (GAC) might offer a more cost-effective alternative given the updated price. Mr. Kincaid indicated that GAC is a less proven technology for PFAS removal; specifically, it carries greater mechanical complexity, and while early estimates had suggested it might be approximately \$1,000,000 less expensive for the treatment system alone, that figure did not account for the additional building construction costs that would be required. Additional staffing demands for operating a GAC system were also noted as a disadvantage.

The committee discussed the broader PFAS situation across the City's well system. Ms. Mueller noted that Well #12 also exceeds PFAS limits but produces only 125 gallons per minute, making a \$3.5 million treatment investment difficult to justify. Instead, the City is exploring abandoning Well #12 and drilling a new deep well (Well #13) at the same location to leverage the existing reservoir infrastructure and blend treated water. Ms. Mueller also acknowledged that two other shallow wells show small PFAS detections that have not yet triggered DNR action and that PFAS concentrations at Well #8 have been observed to increase with higher pumping rates, as the contaminant migrates through the aquifer. The source of PFAS contamination in the area remains unidentified. Ms. Mueller noted that while an investigation might theoretically narrow the source, given that two City wells and a Village of Pewaukee well within approximately one mile of each other are all affected, the cost and complexity of such an investigation would be substantial and are viewed as more appropriately the responsibility of the DNR or EPA.

The committee moved to forward the item to the full Council for review.

Motion to forward the Well #8 PFAS Pilot Study to the Common Council was made by Alderperson Wamser and seconded by J. Blackwood. The motion carried unanimously.

4.2 Discussion and possible action regarding the 2025 Annual Consumer Confidence Report [Mueller/Kincaid]

Ms. Mueller presented the 2025 Annual Consumer Confidence Report, which is mandated annually by the EPA and DNR for municipal water systems, with a July 1 deadline.

Ms. Mueller noted that beginning in 2027, the report will be required to be posted twice per year. The report addresses water quality and includes notice of PFAS, radium, and gross alpha contamination, which are also communicated to customers via quarterly utility bill inserts. The City transitioned in the prior year from a special mailer and hand-delivery program to posting the report on the City website, reducing costs while remaining in compliance, with paper copies available upon request.

Motion to forward the 2025 Annual Consumer Confidence Report to the Common Council was made by J. Blackwood and seconded by M. Kreiter. The motion carried unanimously.

4.3 Discussion and possible action regarding the 2025 Compliance Maintenance Annual Report [Mueller/Kincaid]

Ms. Mueller presented the 2025 Compliance Maintenance Annual Report, the annual DNR report for the City's sanitary sewer system. The report received an "A" grade. Ms. Mueller noted that the DNR flagged the need for a sewer rate review, as only the first phase of the required rate study has been completed. The committee was informed that it should expect a presentation from Ehlers by the end of the year with a recommendation for updated sewer rates. It was noted that the DNR requires a rate review every two years, and failure to complete it results in a 20-point deduction, which would drop the City's grade from an "A" to a "C," triggering additional reporting obligations.

Motion to forward the 2025 Compliance Maintenance Annual Report to the Common Council was made by J. Blackwood and seconded by M. Kreiter. The motion carried unanimously.

4.4 Discussion and Possible Action regarding Adoption of Sewer Ordinance Chapter 3XX

Ms. Mueller presented a draft of the updated Sanitary Sewer Ordinance, noting that the current version dates to approximately 1996 and was inherited from the former town sanitary district. The update modernizes the ordinance's language, format, and regulatory references and ensures alignment with the ordinances of the City of Brookfield and the City of Waukesha, both of which receive the City's wastewater for treatment. Particular attention was given to industrial and non-residential users, who must comply with the receiving municipalities' pretreatment requirements.

The draft also establishes clearer enforcement provisions for properties that have not connected to the municipal sewer system within the required 15-year window,

including a standby fee of 150 percent of the quarterly sewer bill (currently \$211.50 per quarter) and a process for the City to enter a property and make the connection if necessary.

The final section is being completed by the City Attorney prior to the ordinance being submitted for adoption. The ordinance is scheduled for its first reading before the Common Council on the following Monday, with the second reading and adoption expected in July.

Motion to forward Sewer Ordinance Chapter 3XX to the Common Council was made by M. Kreiter and seconded by J. Blackwood. The motion carried unanimously.

4.5 Discussion and possible action regarding Mandatory Sewer Connections on Various Assessment Districts [Wagner/Mueller]

Ms. Wagner presented an overview of assessment districts where the 15-year mandatory sewer connection deadline has been reached, is imminent, or will arrive within the next few years. The affected areas include Rolling Ridge/Arrowhead (approximately 20–25 properties not yet connected), Green Road (approximately five properties), Duplainville Road, Still River/Blue Mountain Road (the largest group, with the deadline expiring in August 2026), and Valley View/Sunny Ridge.

The committee was informed that the City will be sending formal notices to property owners in these districts, allowing one year from the date of the letter to complete their connection. Following that period, the standby fee of \$211.50 per quarter will be assessed to properties that remain unconnected. Staff acknowledged that some residents, particularly along Bluemound Road, where the developer was not required to install sewer laterals, will face elevated connection costs, as those properties will likely need to bore under the recently repaved roadway due to a five-year pavement disruption restriction.

The committee was advised to anticipate some constituent pushback and potential inquiries to both staff and the Council. Mrs. Wagner emphasized that the mandatory connection policy has been in place for more than 20 years and that consistent enforcement is now necessary. Alderperson Jerry Wamser abstained from the vote, citing his residence within one of the affected areas.

Motion to forward the mandatory sewer connection policy and associated notices to the Common Council was made by M. Kreiter and seconded by J. Blackwood. The motion carried, with one abstention by Alderperson Wamser.

5. Highway Division

5.1 Discussion and possible action regarding whether to continue battery recycling at the DPW Recycling Center. [Stevens]

The discussion regarding whether to continue battery recycling at the DPW Recycling Center was postponed because staff member Matt Stevens, who was set to present, was not present. The discussion will be placed on the agenda for the next meeting.

6. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.

No public comment was recorded.

7. Adjournment

A motion to adjourn was made by M. Kreiter and seconded by Alderperson Wamser. The motion carried unanimously. The meeting was adjourned at 4:47 pm.

Respectfully Submitted

Magdelene Wagner
Director of Public Works

DRAFT

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding the City of Pewaukee and Lake Pewaukee Sanitary District Sewer Service Agreement expiration and possible extension.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The City of Pewaukee and Lake Pewaukee Sanitary District (LPSD) have an agreement which allows LPSD to operate within the City of Pewaukee. The Agreement outlines the terms and conditions for the transport of the City's effluent and service to City parcels.

This agreement terminates at midnight December 31, 2027. The City needs to determine if this agreement should be renewed or if the City should pursue discussions with LPSD to merge into one sanitary district as a whole or the portion that is within the City limits.

The LPSD system serves approximately 987 properties within the City of Pewaukee which is approximately 64% of LPSD's customer base. The majority of the system was installed in the 1970's which is some of the oldest sewers in the City of Pewaukee.

There are multiple lift stations as part of their system.

The operation of the two systems within the City's boundaries create challenges for service, maintenance, and confusion for the City's residents. In addition, LPSD sewer rates are \$197 per REU per quarter compared to the City's \$141 per REU per quarter.

We would like to begin the discussion if we pursue an agreement extension or a possible merger of the systems.

Fiscal Impact:

Recommended Motion:

**SEWER SERVICE AGREEMENT
CITY OF PEWAUKEE/LAKE PEWAUKEE SANITARY DISTRICT**

INTRODUCTION

This agreement is entered by and between the LAKE PEWAUKEE SANITARY DISTRICT (LPSD) and the City of Pewaukee (City), for the administration of future sewerage services to be provided by the LPSD for an area located in the City (PS #11 service area depicted on the service area map attached as Exhibit A). The areas located within the former Town of Pewaukee serviced through LPSD were previously divided into two sections, those serviced by Pumping Station #14 and those serviced by Pumping Station #11. These service areas were detached from LPSD upon the incorporation of the City as provided for by §60.79(2)(a), Stats. Under §60.79(2)(d), Stats, the sewerage system in both areas is owned by LPSD. LPSD and the City have entered into an agreement to transfer title to all LPSD facilities within the section served by PS #14 to the City, (see Agreement dated October 19, 1999, attached hereto and incorporated herein by reference). This agreement is entered into to provide for the continued operation and maintenance of the LPSD sewer system within the City by the LPSD for the PS #11 service area. This agreement also provides for future connections to the sewer systems serving the PS #11 service area, as well as billing for future operation and maintenance services by LPSD for the PS #11 service area beginning with services provided in the first quarter of 2000.

CONTRACT TERMS AND CONDITIONS

A. Private Property Owner Connection

This provision shall apply to all new individual service lateral connections to existing facilities presently owned by the LPSD within PS #11 service area. Prior to permitting any

new individual service lateral connections, the City shall pay to LPSD a Contribution in Aid of Construction (CAC) charge. The CAC charge effective January 1, 2000 is a \$4,080.00. The CAC charge shall increase annually at the rate of five (5%) percent, or as modified by LPSD, and in any event, shall be the same as charged to Town of Delafield users within the LPSD. CAC charges are based on Residential User Equivalents (RUE's) as determined by LPSD. The City shall pay the CAC charge prior to such property hooking up to the sewer system at the rate then in effect. The City shall in a timely manner advise LPSD of new connections to the originally constructed LPSD sewer systems serving the PS #11 service area.

B. Developers/Subdivision Connections

This provision shall apply to all connections to existing facilities presently owned by LPSD other than those provided for in Paragraph A above, including, but not limited to, subdivision and other multiple lot developments. The City shall not permit construction or connection to any sewer facilities owned by LPSD unless the owner or developer of the lands proposed to be served has executed a developer's agreement in a form reasonably satisfactory to LPSD. At a minimum, the Developer's Agreement shall provide that, upon satisfactory completion, all newly constructed extensions of the public system shall be dedicated to the City, and ownership thereof immediately transferred to the LPSD.

C. Existing CAC Installment Collections

The City of Pewaukee shall assist the LPSD in the collection of LPSD's CAC charges from real estate owners for charges outstanding as of December 31, 1999. The LPSD shall provide the City with the list of all installment charges by November 1 of each year. The City shall collect such outstanding charges through available means as provided by law. The City

shall remit installments/payments collected from real estate owners to LPSD within thirty (30) days of receipt.

D. LPSD User Charge

The LPSD user charge covers costs for the sewer system operated and maintained by LPSD, costs for conveying wastewater through facilities operated and maintained by the Village of Pewaukee, and costs for treatment at the Fox River Water Pollution Control Center. The charge also covers capital expenditures, and replacement costs for any portion of the debt service related to the sewer system. LPSD shall set the rate during their fall budget process. The LPSD shall determine the RUE's within the PS #11 service area and shall invoice the City for providing the above-referenced services and costs. The parties recognize that in fulfilling the terms of this agreement, the City shall be providing administrative assistance on behalf of LPSD. Accordingly, the City shall receive a \$1.00 per unit credit on the quarterly sewer user charge established by LPSD. In the event of a dispute over the reasonableness of the user charge set by LPSD, the City of Pewaukee may appeal the issue for determination by the Wisconsin Public Service Commission (PSC). In the event the PSC declines such review, the issue shall be resolved pursuant to arbitration procedures set forth in Chapter 788 of the Wisconsin Statutes.

The LPSD shall provide the City a list of all sewer users and RUE's within the PS #11 service area, connected as of December 31, 1999, no later than February 22, 2000. Thereafter, LPSD shall provide the City with an updated list of sewer users and RUE's on April 1, July 1, October 1, and January 1 for the preceding quarter. The City shall assist the LPSD in determining new sewer users located within PS #11 service area. The LPSD shall invoice

the City based on the list of sewer users and RUE's. The City shall pay the invoices within 30 days of receipt. Late charges will be added to the City's bill at a rate of 1% per month on any unpaid balance after the due date.

D.1 Billings: The City shall be solely responsible for billing and collection of the charges for individual sewer users within the City, effective for the quarter ending March 31, 2000 and thereafter. LPSD shall notify the City of all changes in sewer users within fifteen days of being notified of such change.

D.2 Computation: The quarterly charge shall be calculated by multiplying the number of PS #11 service area RUE's by the LPSD user charge. Charges for new connections begin on the first day of the quarter immediately following the date of connection. Users that disconnect from the system shall be charged for the full quarter for the quarter in which they disconnect. LPSD shall notify the City of any proposed changes in the billing rate at least fifteen days prior to the date of the public hearing on the LPSD budget.

E. Miscellaneous LPSD Charges/Fees for 1999 and Thereafter

For special charges other than those otherwise provided for herein, respecting all properties located in the City served by LPSD, the LPSD shall provide the City with the list of unpaid balances as of November 1, 1999, November 1, 2000, and prior to November 1 of each subsequent year. The City shall collect the unpaid balances through its tax collection process, special charge process, or other means as provided by law. The City shall remit monies received through the collection process to the LPSD within thirty days of receipt.

F. Debt Service Payment

The City of Pewaukee shall assist the LPSD in the collection of the LPSD's debt service payment relating to City's proportionate share of existing debt of the LPSD sewer system as of January 1 2001. PS #11's service area RUE's shall be the actual number adjusted annually and based upon the most recent past quarter, and PS #14 shall be limited to 111 RUE's for purposes of calculation of the City's share of existing debt service payment. Any cost or debt associated with additional RUE's within PS #14 shall be the sole responsibility of the City. The City's proportionate share of the existing debt service payment shall be determined by multiplying the debt service payment for the upcoming year times a fraction where the numerator is the total of City RUE's as described above and the denominator is the total of all RUE's served by the LPSD system. The City shall collect the unpaid balances through its tax collection process, special charges or other means as provided by law and as determined by City. The LPSD shall provide the City with the listing of all debt service payments for collection by November 1 of each year. The City shall remit such payments collected to LPSD within thirty days of receipt.

G. Term

This agreement shall be effective upon execution, and that portion of this agreement related to debt service (Paragraph F) shall terminate at midnight December 31, 2017. Thereafter, the remaining terms of this agreement shall be extended for a period of ten years, unless either party notifies the other of its intent not to extend, or to seek modification of the terms of this agreement 90 days prior to the termination date. In the event of a modification notice, the terms stated herein shall remain in force until further agreement or

termination.

Dated:

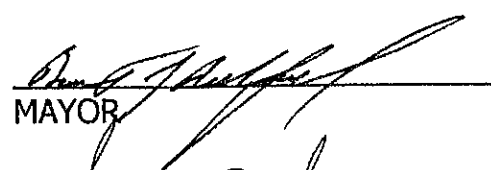
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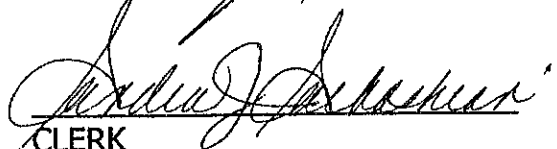
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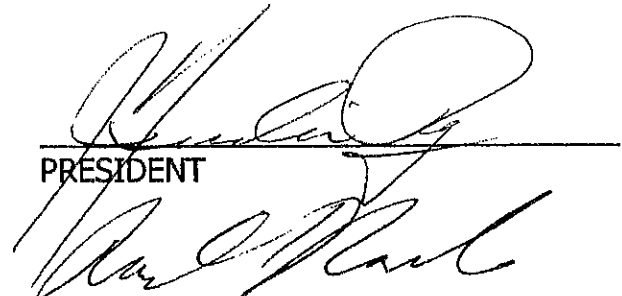
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CITY OF PEWAUKEE BY:

LAKE PEWAUKEE SANITARY DISTRICT BY:


MAYOR


CLERK


PRESIDENT


SECRETARY

T7N

R19E



City of Pewaukee - New Agenda Item

Agenda Language:

Discussion on the status of the Well Siting Study.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Well Siting Study is ongoing with our consultants. The study will provide possible well sites in the City of Pewaukee for replacement wells. Our consultant is anticipating to be completed with the desktop review (step 1) in late August. We will provide the results of the study upon completion.

The City has received some media attention regarding our recent water supply studies. If you receive a phone call to discuss this, please refer them to Director Maggie Wagner.

Fiscal Impact:

Recommended Motion:

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion on the adoption of Chapter 300 Sanitary Sewer Ordinance.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

Chapter 300 Sanitary Sewer Ordinance has been adopted by the Common Council on July 6, 2026. Attached is a copy for your reference.

Fiscal Impact:

Recommended Motion:

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SUBCHAPTER I. – GENERAL

§300-1 - Scope

The City of Pewaukee Sewer System consists of the collection system (as hereinafter defined), waste collection and disposal operations, system of sewerage and all other appurtenances and equipment used for such purposes or Wastewater Works (as hereinafter referred to as the “Sewer Utility”).

§300-2 - Title

The ordinance shall be known and cited as the Sanitary Sewer Service Ordinance.

§ 300-3 – Adoption of Administrative Codes

The following Wisconsin Administrative Codes, their referenced codes and standards, and subsequent revisions are hereby made a part of this document by reference and adopted for enforcement by the City:

Chapters SPS 381-387	Plumbing Code
Chapters NR 100-199	Environmental Protection General
Chapters NR 200-299	Wisconsin Pollutant Discharge Elimination System

§ 300-4 - Definitions

A. As used in this Ordinance the following terms shall have the meanings indicated:

- (1) “ACT” means the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et seq. as implemented or supplemented by Wis. Admin. Code NR 200.
- (2) “Administrative Expenses” means any and all expenses associated with the administration of the Sewer Utility as defined by the Public Service Commission’s Uniform System of Accounts.
- (3) “Approving Authority” means the City of Pewaukee Common Council or its duly authorized deputy, agent or representative.
- (4) “BOD” (biochemical oxygen demand) means the quantity of oxygen expressed in milligrams per liter (mg/l), utilized in the bio-chemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees centigrade. The laboratory determinations shall be made in accordance with procedures set forth in “Standard Methods”.
- (5) “Building Sewer”, “Lateral”, or “Service Pipe” means a sewer which carries only Sewage and Industrial Wastes from the building plumbing to the Public Sanitary Sewer. The private sewer is that portion the building sewer up to the connection to the mainline sewer. This portion of the sewer line is the responsibility of the property owner to maintain.
- (6) “Collection System” means the system of sewers and appurtenances for the collection, transportation and pumping of domestic wastewater and industrial waste.
- (7) “CMAR” Compliance Maintenance Annual Report” means the annual report required to be submitted by the Sewer Utility to the WDNR under Wis. Admin.

Code NR 208, documenting the condition, operation and financial states of the wastewater collection system.

- (8) "Debt Retirement" means all annual principal and interest requirements and obligations of the Sewer Utility for the Wastewater Works.
- (9) "Domestic Wastewater" means water-borne wastes normally being discharged from the sanitary conveniences of dwellings, institutions, free of industrial wastes and in which the average concentration of suspended solids is established at or below 200/mg/l and the BOD is established at or below 250 mg/l.
- (10) "Flow Proportional Composite Sample" means a sample consisting of portions of waste taken in proportion to the volume of flow of said wastes.
- (11) "Industrial Cost Recovery" means recovery by the City from the industrial users of Wastewater Works of the amount allowable to the treatment of wastes from such users pursuant to Section 204(b) of the Federal Water Pollution Control Act, 33 U.S.C. Section 1284(b).
- (12) "Industrial User" means any non-governmental, non-residential user of publicly owned Wastewater Works which discharges more than the equivalent of 2,000 gallons per day (GPD) of sanitary wastes and whose activities are identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions:
 - Division A. Agriculture, Forestry and Fishing
 - Division B. Mining
 - Division D. Manufacturing
 - Division E. Transportation, Communications, Electric Gas and Sanitary Services
 - Division I. Services

In determining the amount of a user's discharge for purposes of industrial and cost recovery, the Sewer Utility may exclude domestic wastes or discharges from sanitary conveniences. After applying the sanitary waste exclusion, dischargers in the above divisions that have a volume exceeding 2,000 GPD or the weight of biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in 2,000 GPD of sanitary waste are considered industrial users. Sanitary wastes, for purposes of this calculation of equivalency, are the wastes discharged from residential users. Any non-governmental user of a publicly-owned Wastewater Works which discharges wastewater to the Wastewater Works which contains toxic pollutants or poisonous solids, liquids or gases in sufficient quantity either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems, or to injure or to interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works, shall be an industrial user, even if it does not discharge the equivalent of 2,000 gallons per day of sanitary wastes.

- (13) "Industrial Waste" means any water-borne solids, liquids or gaseous wastes other than domestic wastewater, resulting from discharging from, flowing from or escaping from any commercial, industrial, manufacturing or food processing operation or process or from the development of any natural resource, or any mixture of these with water or domestic wastewater.

- (14) "Infiltration" means water other than wastewater that enters the sewage system (including laterals) from the ground through such sources as defective pipes, pipe joints, connections or manhole walls. Infiltration does not include and is distinguished from inflow.
- (15) "Inflow" means water other than wastewater that enters a sewerage system (including laterals) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include and is distinguished from infiltration.
- (16) "Intercepting Sewer" means a sewer constructed to receive the dry water flow of untreated or inadequately treated sewage from one or more existing sanitary Sewer System terminals other than from a dwelling or building that presently discharges or formerly discharged flow directly into any waters of the state, and convey the flow to a treatment works, or is to serve in lieu of an existing or proposed treatment works.
- (17) "May" is permissive.
- (18) "Natural Outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (19) "Normal Sewage" means sanitary sewage in which BOD, Suspended Solids, or phosphorus concentrations do not exceed normal concentrations of:
 - (a) A 5-day 20-degree Celsius BOD of not more than 250 parts per million;
 - (b) A Suspended Solids concentration of not more than 200 parts per million; or
 - (c) Phosphorus not more than 5 parts per million.
- (20) "Operation and Maintenance Cost" means the actual sums spent by the Department in the operation and maintenance of its Wastewater Works consisting of but not limited to, each and all of the following purposes:
 - (a) Wages and salaries and employee-related expenses of operating, maintenance, clerical, laboratory and supervisory personnel, together with fringe benefits and premiums paid on such wages and salaries for the State of Wisconsin Workmen's Compensation coverage.
 - Electrical power.
 - Chemicals, fuel and other operating supplies.
 - (a) Repairs to and maintenance of the Sewer System.
 - (b) Premiums for hazard insurance.
 - (c) Premiums for insurance providing coverage against liability for the injury to persons (d) and/or property.
 - (e) Rents and leasing costs.
 - (f) Operation, licensing and maintenance costs for trucks and heavy equipment.
 - (g) Consultant and legal fees.
 - (e) Wastewater treatment, processing and transportation charges.
- (21) "Parts Per Million" means a weight-to-weight ratio; the parts per million value multiplied by the factor of 8.34 shall be equivalent to pound per million gallons of water. Parts per million (ppm) is equivalent to milligrams per liter (mg/l).
- (22) "Persons" means any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, governmental agency or other entity and agents, servants or employees.

- (23) “pH” means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the procedures outlined in the "Standard Methods".
- (24) “Pretreatment” means an arrangement of devices and structures, for the preliminary treatment or processing of wastewater required to render such wastes acceptable for admission to the public sewers
- (25) “Public Sewer” means a sewer in which all owners or abutting properties have equal rights and is controlled or owned by a public authority.
- (26) “Replacement” means expenditures for obtaining and installing mechanical equipment, accessories and appurtenances or major repairs to mechanical equipment which are necessary during the useful life of the Wastewater Treatment Facilities, Wastewater Pumping Stations, Flow Metering Devices, and Standby and Auxiliary Pumping Equipment to maintain the capacity and performance for which such items were designed, constructed or purchased.
- (27) “Reserve Capacity Assessment” is the flow proportional share of the capital costs expended for the sanitary sewer collection system.
- (28) “Residential Equivalent Connection/Unit” is the wastewater flow to the system equivalent to that contributed by an average residential family. One household equals 2.9 people x 68 gallons used per person per day per capita or 200 gal/day/household = 72,000 gallons per year.
- (29) “Sanitary Sewer” means a sewer that conveys domestic wastewater or industrial waste or a combination of both, and into which storm, surface and ground waters or unpolluted industrial wastewater are not intentionally passed.
- (30) “Sewer Service Charge” means the charges levied on users for the Operation and Maintenance and Administrative costs of providing sanitary sewer service.
- (31) “Sewer System” means all facilities for collecting, pumping, treating, and disposing of domestic wastewater and industrial wastes.
- (32) “Shall” is mandatory.
- (33) “Slug” means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period longer than 15 minutes more than 5 times the average 24-hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.
- (34) “Standard Methods” means the examination and analytical procedures set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the American Public Health Association and the Water Pollution Control Federation.
- (35) “Storm Sewer” means a sewer which carries storm and surface drainage but excludes domestic wastewater and industrial wastes.
- (36) “Suspended Solids” means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in “Standard Methods”.
- (37) “Unpolluted Water” is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharging to the sanitary sewers and wastewater treatment facilities provided.

- (38) “User” means any person discharging domestic wastewater or industrial wastes into the collection system.
- (39) “Utility Manager” means the Superintendent of the wastewater treatment or conveyance facilities who shall oversee and supervise the operations and functions of the wastewater treatment or conveyance facilities.
- (40) “Sewer Utility” means the City of Pewaukee Water & Sewer Utility established by this Chapter.
- (41) “Waste” means any solids, liquid or gaseous material or combination thereof discharged from any residences, business building, institutions and industrial establishments into the collection system or storm sewer.
- (42) “Wastewater” means a combination of the water-carried waste discharged into the collection system from residences, business buildings, institutions and industrial establishments, together with such ground surface and storm water as may be present.
- (43) “Wastewater Pumping Station” means a pumping facility utilized to pump wastewater within the collections system.
- (44) “Wastewater Treatment Facilities” means any facilities, devices and structures used for receiving and treating wastewater from the Sewer Utility’s collection system.
- (45) “WPDES Permit” means a permit to discharge pollutants obtained under the Wisconsin Pollutant Discharge Elimination System (WPDES) pursuant to Wis. Stat. Chapter 283.
- (46) “Wastewater Works” means any facilities, devices and structures used for receiving wastewater from the Sewer Utility’s collection system.

§ 300-5 – Management

- A. The operation, management and control of the Sewer Utility is hereby vested in the Common Council of the City of Pewaukee and is referred to as the "Sewer Utility" or the "Approving Authority". All records of the Sewer Utility shall be kept by the City Clerk and Utility Manager in the Sewer Utility Office or other officially designated place. The Sewer Utility shall have all the powers of a utility commission under Wis. Stat. §66.076.
- B. The Utility Manager shall have, except where otherwise provided, the general management and control of all matters pertaining to the sanitary system and shall enforce all state laws, ordinances and lawful orders relating to the construction, alteration, repair, removal, discharge and safety of sewer system infrastructure, buildings and structures associated with the system.
- C. In case of the absence, workloads or the inability of the Utility Manager to act, the City may appoint one or more assistants who shall assist in the daily functions of the City as necessary for the efficient enforcement of this chapter.
- D. The rules, regulations and rates hereinafter set forth shall be considered part of the contract with every individual or entity connected to the Sewer System. Said rules, regulations and rates may be changed from time to time as determined by the Common Council and the right is reserved to make special rates and contracts in all proper cases.

- E. The Utility Manager or authorized agent(s) may at all reasonable hours, for any proper purpose, enter upon any public or private premises and make inspection, and may require the repair of the private system, removal of any illegal discharges into the system, the production of the permit for any plumbing lateral work being done, or the required license to conduct such work. No person shall interfere with or refuse to permit access to any such premises to the representatives of the City while in the performance of their duties.

§ 300-6 - Application

The application of this Chapter, its rules, regulations and rates shall apply to all individuals, firms, corporations and institutions residing within the Sewer Service limits of the City of Pewaukee, and any person, firm or corporation, by attachment to the Sewer System or otherwise by contract or agreement coming within the City of Pewaukee sewer service area subsequent to the effective date hereof.

§ 300-7 – Rules and Regulations

A. Declaration of Policy

The Common Council of the City of Pewaukee finds and declares that public health, comfort and safety is preserved and enhanced by the provisions of the Sewer System in the promotion of a clean and healthful environment and that the failure to connect to the Sewer System is contrary to minimum health standards.

- B. The City of Pewaukee has entered into agreements for wastewater treatment with the City of Waukesha, and as co-owner of the regional wastewater treatment facility, Fox River Water Pollution Control Center in the City of Brookfield. The Sewer Utility hereby adopts by reference herein the City of Waukesha and the City of Brookfield's sewer use ordinances. All City of Pewaukee Sewer Utility Customers shall comply with Sewer Use ordinance requirements of these ordinances in addition to this ordinance together with any revisions or updates to these respective ordinances that may be enacted from time to time.

C. Connection

- (1) To assure preservation of public health, comfort and safety, the owner of any houses, buildings, or properties used for human occupancy, employment, recreation, or other habitations, situated within the City of Pewaukee and adjacent to a Public Sewer or in a block through which a Public Sewer extends, or is otherwise reasonably available, is hereby required at his/her expense to install suitable toilet facilities therein, and to connect such facilities directly to the proper Public Sewer in accordance with the provisions of this Ordinance.

- (a) Sanitary sewer main that is extended in an area with existing buildings. Sanitary sewer connection is required upon septic system failure, if the property is on a holding tank or if an immediate health hazard exists within 30 days upon receipt

- of notice from the County Health Officer or City of Pewaukee Plumbing Inspector, or 15 years from the “notice of sanitary sewer availability”.
- (b) Non-residential properties are required to connect at the end of the 5-year period from the date of the “notice of availability”.
 - (c) Mandatory sewer connections for new buildings that are erected where sanitary sewer is available.
 - (d) Mandatory connections for parcels approved for development or subdivision where land division is proposed for development of residences of less than 2 acres, and all non-residential developments.
- (2) If a property owner fails to comply with the said notice to connect within the given period of time, the Sewer Utility may, at its option:
- (a) Enter into and onto the property to cause such connection to be made and bill the property owner for such costs. If such costs are not paid within 30 days, the delinquent costs shall be assessed as a special tax lien against the property. The entire amount of the delinquent costs shall be placed upon the property owner’s tax bill unless the owner, within 30 of receipt of the bill, files a written notice with the Sewer Utility selecting the option for a levy not to exceed 5 equal annual installments, with interest at the rate of 10% per annum. Full payment shall be due at time of sale of property.
 - (b) Impose a standby charge for the period in excess of 12 months that such failure continues after the date the Public Sewer first becomes operational, following 10 days written notice to any owner failing to make a connection to the Sewer System, for an amount equal to 150% of the Sewer Service Equivalency Charge, payable quarterly for the period in which the failure to connect continues. Upon failure to make such payment, all charges shall be levied as a tax against the lot or parcel to which sewerage service was furnished.
- D. Alternative Disposal Prohibited No person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended to be used for the disposal of domestic wastewater, if a Public Sewer is available.
- E. No person shall discharge to any Natural Outlet within the Sewer Utility in any area under the jurisdiction of the Sewer Utility, sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance.
- (1) Plumbers
No plumber or other person will be permitted to engage in or work at any plumbing in connection with the Wastewater Works without first receiving a license from the State of Wisconsin, Department of Safety and Professional Service.
 - (2) Maintenance of Services
All sewer services within the limits of the Sewer Utility at the point of connection to the street main and all street mains, shall be maintained and

repaired by the Sewer Utility without expenses to the property owner, except when damaged by negligence, carelessness or intentional acts on the part of the property owner or occupant, in which case they will be repaired at the expense of the property owner. All Building Sewers from the point of connection at the street main to and throughout the premises served must be maintained free of defective conditions by and at the expense of the owner or occupant of the property served.

(3) Users

- (a) Application for Service: Every person requesting connection to the Sewer System shall file an application in writing to the Sewer Utility, in such form as is prescribed for that purpose. The application must state fully and truly all the uses which will be presently made. If any change in use from that set forth is contemplated, the user must obtain further application and permission from the Sewer Utility. If the applicant is not the owner of the premises, the written consent of the owner must accompany the application.
- (b) Applications for service for a property with more than one building, or more than one building with multiple units through one service connection will require separate applications.
- (c) If it appears that the service applied for cannot be provided by the Sewer Utility, the Sewer Utility may reject the application. If the Sewer Utility approves the application, it shall issue a permit for services as shown on the application.
- (d) All expenses relating to the connection to the Wastewater Works shall be paid by the applicant or owner.
- (e) Tap Permits: No connections to the sewer main shall be made without a Tap Permit. Tap Permit applications must be completed prior to issuance of the Plumbing permit and payment of all applicable fees. Notification to the Sewer Utility must be made 48 hours prior to the tapping to allow for Utility/Engineering inspection of service tap. Obtaining a Tap Permit does not relieve a permittee of its duty to obtain all other necessary permits, or pay fees required by any city, county, state and federal laws, including those required by the State of Wisconsin Plumbing Code. After sewer connections have been installed into any building or upon any premises, no plumber shall make any alterations, extensions, or attachments, unless the party ordering such tapping or other work shall obtain and exhibit the proper permit for the same from the Sewer Utility.
- (f) User to Keep in Repair: All users shall, at their own risk and expense, keep their service pipes in good repair and protected from frost, and

shall prevent any unnecessary overburdening of the Sewer System. The user is responsible for their service pipe from the street main through their facility.

- (g) User's Use Only: No user shall allow other persons to connect to, or permit other uses to be made of, the Sewer System through his/her lateral.
- (h) User to Permit Inspection: Every user shall permit the Sewer Utility or its duly authorized agent, at all reasonable hours of the day, to enter their premises or building to examine the pipes and fixtures, and the manner in which the drains and sewer connections operate; and they must at all times, frankly and without concealment, answer all questions put to them relative to its use.
- (i) Responsibility: No claim shall be made against the Sewer Utility or its agents or employees by reason of the breaking, clogging, stoppage, or freezing of any service pipe; nor from any damage arising from repairing mains, making connections or extensions or any other work that may be deemed necessary by the Sewer Utility, absent legal liability. The Sewer Utility may cut off the service at any time for the purpose of repairs or any other necessary purpose, any permit granted or regulation to the contrary notwithstanding.
- (j) Whenever it becomes necessary to shut off the sewer service within an area of the Sewer Utility, the Sewer Utility shall, if practicable, give reasonable notice to each affected user.

F. Excavations

Excavation requirements in the public right-of-way shall be as specified and required by the Sewer Utility over said right-of-way. In all cases, a permit is required.

(1) Laterals

(a) All laterals on private property shall be installed in accordance with State of Wisconsin Administrative Code as amended from time to time.

(b) The Building Sewer shall be inspected by the City Plumbing Inspector or his/her designee upon completion of placement of the pipe and before backfilling and tested before and after backfilling. The City Plumbing Inspector or his/her designee may order any pipes exposed and removed if said pipes were covered before inspection.

(2) Tapping the Main

(a) No person(s), except those having special permission from the Utility Manager or its designee, or persons in their service and approved by them, shall be permitted under any circumstances to tap the Public Sanitary Sewers. The kind and size of the connection to the Public Sanitary Sewers shall be that specified in the Sewer Tap

Permit or order from the Sewer Utility. A minimum 48-hour notice shall be given to the Sewer Utility prior to tapping any main to coordinate inspection of the tap on the Public Sewer Main.

(b) Unless expressly approved by the Utility Manager, pipes shall always be tapped at the side, and not within 6 inches of the joint, or within 24 inches of another lateral connection.

(c) When any Building Sewer service is to be re-laid and there are two or more buildings on such service, each building shall be disconnected from such service, and a new and separate Building Sewer shall be installed for each building. Each non-residential building shall install an inspection manhole.

§ 300-8 – **Right of Entry** The Sewer Utility, its' agents and employees, shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling and testing, in accordance with provisions of this Ordinance, pursuant to Wis. Stat. § 66.121 through § 66.125.

§ 300-9 - **Permits**

A. PERMITS REQUIRED (DOMESTIC WASTEWATER) - No connection, disconnection or reconnection shall be made to any of the sewers of the City from any building, premises, excavation place or property of any kind whatsoever by any building drain, tap or building sewer intended or designed to, or capable of, discharging any matter whether fluid or solid, into the sewers of the City unless a permit has first been issued.

- (1) **APPLICATION FOR PERMITS** - Application for a permit shall be made in writing upon a form to be furnished by the City and shall state the name and address of the owner of the building and the owner of the land on which it is to be erected, the name and address of the contractor, the location of the building, the house number thereof and such other information as the Utility Manager may require. With such application there shall be submitted to the City a complete set of plans or a copy of a survey or site plan detailing the proposed location of the sanitary sewer.
- (2) **WAIVER OF REQUIREMENTS** - At the option of the Utility Manager, plans, data, specifications and survey need not be submitted with an application for permit to execute minor alterations and repairs to any sewer lateral, private sewer main or private equipment, provided the proposed construction is sufficiently described in the application for permit.
- (3) **REVOKING PERMITS**
 - (a) The Utility Manager may revoke any permit issued under the regulations of this code and may stop construction for any of the following reasons:

1. Whenever there is a violation of any regulation of this code or of any other

- ordinance, law, and orders, Wisconsin Statute or Wisconsin Administrative Code relating to the same subject matter;
2. Whenever the continuance of any construction becomes dangerous to life or property;
 3. Whenever there is any violation of any condition or provision of the application for permit or of the permit;
 4. Whenever any false statement or misrepresentation has been made in the application for permit, plans, drawings, data, specifications or plot plan on which the issuance of the permit or approval was based;
- (b) Whenever there is a violation of any of the conditions of an approval for the use of any new materials, equipment, methods of construction devices or appliances.
- (c) The notice to revoke a permit, certificate of compliance or approval shall be in writing and shall be served upon the applicant for the permit, owner of the premises and his agent, if any, and on the person in charge of construction. A “stop work order” shall be posted on the construction site.
- (d) After the notice is served upon the persons and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises and the permit which has been so revoked shall be null and void. Before any construction or operation is again resumed, a new permit, as required by this code, shall be procured and fees paid therefore and thereafter the resumption of any construction or operation shall be in compliance with the regulation of this code.
- (4) FEES – All applications for a permit must be accompanied by the proper fee. Permit fees shall be set from time to time by resolution of the Commission.
- (5) EXPIRATION OF PERMIT
- (a) The permit shall become void unless construction is commenced within six (6) months from the date the permit is issued or if the work authorized by such permit is suspended at any time after work is commenced, for a period of more than sixty (60) days. The permit shall expire twelve (12) months from the date the permit is issued. Time periods referenced herein may be extended by the Utility Manager if the delay was due to conditions beyond the control of the applicant. No additional permits for the same work shall be issued unless a timetable of completion is agreed upon by the Utility Manager.
 - (b) Before commencing or recommencing work after the expiration of a permit, a new application and appropriate fee shall be submitted and issued.

B. WASTEWATER DISCHARGE PERMIT (NONDOMESTIC WASTEWATER)

- (1) Wastewater Discharge Permit: A wastewater discharge permit is required under this section if a person’s discharge into the Sewer Utility’s Wastewater Works has any

of the following components or is otherwise required by the Brookfield or Waukesha Ordinance:

- (a) A BOD greater than 250 mg/l
- (b) A total suspended solids concentration greater than 300 mg/l.
- (c) A volume of 25,000 gallons per day or greater is discharged by any user at one or more points of discharge.
- (d) Any of the characteristics listed under Section 300-10.
- (e) Phosphorus 5mg/l.
- (f) Ammonia nitrogen NH₃N 25mg/l

Any person planning to discharge, changing the characteristics of discharge or whose discharge permit has expired shall make application to the Utility Manager or its designee within 60 days prior to the discharge. All persons currently discharging shall make application to the Utility Manager or its designee within 60 days after passage of this Ordinance and must have an executed permit within 60 days of application to discharge or shall discontinue discharging. A discharge permit shall be required for each separate point of discharge into the Sewer Utility's Wastewater Works. No person shall discharge waste or wastewater into the Sewer Utility Wastewater Works without a wastewater discharge permit, if required by the section.

- (2) Permit Application: Users seeking a wastewater discharge permit shall complete and file an application with the Sewer Utility office on the form prescribed by the Sewer Utility. In support of this application, the user shall submit the following information:

- (a) Name, address, and standard industrial classification number of applicant.
- (b) Average daily volume of wastewater to be discharged.
- (c) Wastewater constituents and characteristics as determined by a method approved by the Utility Manager or its designee.
- (d) Time and duration of discharge.
- (e) Average and peak wastewater flow rates, including daily, monthly and seasonal variations, if any.
- (f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers and appurtenances by size, location and elevation.
- (g) Description of activities, facilities and plant processes on the premises including all materials and types of materials which are, or could be, discharged.
- (h) Each product produced by type, amount and rate of production.
- (i) Number and type of employees and hours of work.
- (j) Any other information as may be deemed by the Sewer Utility to be necessary to evaluate the permit application.

- (3) Permit Conditions: Wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other regulations, user charges and fees established by the Approving Authority. The conditions of wastewater

discharge permits shall be uniformly enforced by the Sewer Utility in accordance with this Ordinance, and applicable State and Federal regulations. Permit conditions shall include the following:

- (a) The Residential Equivalency Charge, Sewer Use Charge and Schedule for Surcharge fees for the wastewater to be discharged to the Wastewater Works.
 - (b) The average and maximum wastewater constituents and characteristics.
 - (c) Limits on rate and time of discharge or requirements for flow regulations and equalization.
 - (d) Requirements for installation of control manholes.
 - (e) Pretreatment requirements.
 - (f) Requirements for maintaining plant records relating to wastewater discharges as specified by the Sewer Utility and affording the Sewer Utility access thereto.
 - (g) Average and maximum pollutant concentrations and total daily average, and maximum pollutant discharges for all pollutants subject to limitations and prohibitions which are present in the user's wastewater discharge.
 - (h) Entering into a contractual agreement with the Sewer Utility. The contractual agreement shall contain the conditions set forth in the discharge permit, requirements for industrial cost recovery charges and other items deemed necessary by the Approving Authority.
 - (i) Other conditions as deemed appropriate by the Sewer Utility to ensure compliance with this Ordinance.
- (4) Duration of Permits: A permit shall be issued for 1 year, or on a case-by-case basis, and shall be automatically renewed on a year-to-year basis thereafter, unless the person is notified by the Utility Manager or its designee within 60 days prior to the expiration of the permit or any renewal thereof. After such notification by the Utility Manager or its designee, the permit shall expire at the end of that year. The terms and conditions of the permit shall be subject to modification and change by the Utility Manager or its designee or the Fox River Water Pollution Control Center during the life of the permit, if required because of any Ordinances, statutes or rules and regulations of the Approving Authority of any applicable state or federal body. The person shall be informed of any proposed changes in his/her permit at least 60 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
- (5) Transfer of a Permit: Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

- (6) Revocation of Permit: Any user who violates any of the conditions of their permit contractual agreement, or this Ordinance; or the Brookfield Industrial Wastes Code 13.20 as updated from time to time; or of applicable State and Federal regulations, is subject to having their permit revoked.

§ 300-10 - Prohibited Discharges

- A. No person shall discharge or cause to be discharged any storm water, ground water, roof runoff, yard drainage, yard fountain, swimming pool or pond overflow into the collection system. Unpolluted water or waste shall be discharged to only storm sewers or to a natural outlet. Any person violating this provision shall disconnect the source of the Prohibited Discharge within 15 days of notification by the Utility Manager.
- B. No person shall discharge or cause to be discharged to the collection system either directly or indirectly any of the following described wastes or wastewater:
- (1) Any liquid having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius). Using test methods specified in 40 CFR Section 261.121.
 - (2) Any wax, grease, or oil, plastic or any other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 150 degrees Fahrenheit (0 degrees to 65 degrees Celsius).
 - (3) Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire, explosion, hazards, create toxic fumes or in any other way be injurious to persons or property involved in the operation or maintenance of the Sewer System.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Wastewater Works, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (5) Any premoistened non-woven disposable wipe marketed as a baby wipe or diapering wipe; any premoistened non-woven disposable wipe that is composed entirely of or in part of petrochemical-derived fibers and is marketed as cleaning wipes, disinfecting wipes, hand sanitizing wipes, antibacterial wipes, personal care wipes, or hygiene wipes. Additional care should be taken to avoid washing human and pet hair down the drain.
 - (6) Any garbage that has not been properly comminuted or shredded to such a degree that all particles will be carried freely in suspension in the municipal sewers (100% passing ½ inch screen, 90% passing ¼ inch screen).
 - (7) Any noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing odors objectionable to persons of ordinary sensitivity.
 - (8) Any wastes or wastewater having a pH lower than 5.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazards to the Sewer System.

- (9) Any wastes or wastewater of such character and quantity that unusual attention or expense is required to handle them in the Sewer System.
 - (10) Any wastewater or wastes containing a toxic or poisonous substance such as plating or heat treating wastes in sufficient quantity to injure or interfere with wastewater treatment process, to constitute a hazard to humans or animals, to create any hazard in the Sewer System, or which would cause the Sewer Utility wastewater treatment facilities to discharge any of the following pollutants in quantities in excess of the limitations established in the Wisconsin Administrative Code or WPDES Permit: cyanide, hexavalent chromium, trivalent chromium, copper, nickel, cadmium, zinc, phenols, iron and tin.
 - (11) Any radioactive wastes greater than allowable releases as specified by the current United States Bureau of Standards Handbooks dealing with the handling and release of radioactivity.
 - (12) Free or emulsified oil and grease exceeding on analysis an average of 300 mg/L of either or both of combinations of free or emulsified oil and grease, if, in the opinion of the Utility Manager it appears probable that such wastes or wastewater: See Section § 300-13 Fats, Oils, and Grease and sand trap installations.
 - (13) Any cyanides or cyanogen compounds capable of liberating hydrocyanic gas or acidification in excess of 0.5 mg/l by weight as cyanide in the wastes.
 - (14) Wastes or wastewater which:
 - (a) Cause unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride, or sodium sulfate).
 - (b) Cause excessive discoloration in the wastewater treatment facilities discharge.
 - (c) Has BOD in excess of "normal strength" defined as waste not exceeding 250 mg/l, 300mg/l of Total Suspended Solids (TSS), 5 mg/l of Phosphorous or 25mg/l of ammonia nitrogen (NH₃N) based upon a 24-hour composite sample.
 - (d) Is discharged without application for a wastewater discharge permit or contractual agreement.
 - (e) Cause damage to the collection system or impair the treatment process.
- C. No person shall allow the discharge of slugs of water or wastes to the collection system which may be harmful to the operation of the Sewer System. Where, in the opinion of the Utility Manager, slugging does occur, each person producing such a discharge into the collection system shall construct and maintain at his/her own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period.
- (1) No person shall discharge any waste or wastewater which would cause the wastewater treatment facilities to be in violation of any of the requirements of their WPDES permit.
 - (2) No person shall connect to and discharge to the collection system, unless there is capacity available in all downstream components of the Sewer System as determined by the Sewer Utility.

§ 300-11 - Accidental Discharges

Any person who accidentally discharges wastes or wastewater prohibited into the

sanitary sewers or storm sewers shall immediately report such discharge to the Sewer Utility.

§ 300-12 - Pretreatment Facilities

- A. The Approving Authority may require pretreatment facilities of any person discharging or planning to discharge industrial waste, if the waste or wastewater:
- (1) Could cause damage to the collections system.
 - (2) Impair the treatment process.
 - (3) Cause the Utility to incur treatment costs exceeding those of domestic wastewater.
 - (4) Have any of the characteristics of the “Prohibited Discharges” described in Ordinance Section 300-10.
 - (5) Cause the wastewater treatment facilities to exceed its total design loading for volume BOD, suspended solids or pollutant.
 - (6) Cause a particular industry to exceed its design allocation for volume, BOD, suspended solids or any other pollutant.
- B. Construction, operation and maintenance of pretreatment facilities shall be at the expense of the person discharging the industrial waste.
- C. Plans, specifications and any other pertinent information relating to proposed pretreatment facilities shall be submitted for review of the Utility Manager prior to the start of construction.
- D. In accordance with Wis. Admin. Code NR 114, all pretreatment facilities shall be operated by qualified personnel holding certificate of the proper class issued by the WDNR.

§ 300-13 - Grease, Oil, Sand Traps and Inspection Manholes

All Commercial Establishments and other users as described in this Section shall comply with the provisions set forth herein.

- A. Commercial Establishments are those involved in the preparation of food for commercial purposes (i.e., preparing, serving or otherwise making available for consumption foodstuffs) and that use one of the following preparations activities: cooking by frying, baking, grilling, sautéing, rotisserie cooking, broiling, blanching, roasting, poaching, infrared heating, searing, barbecuing, and other food preparation activities that produce a hot, non-drinkable food product in or on a receptacle that requires washing. These facilities include, but are not limited to restaurants, bakeries, cafeterias, hotels, motels, hospitals, nursing homes, grocery stores, schools, churches, caterers, convenience stores, movie theaters, and other users as determined by the City of Pewaukee who discharge applicable waste. Commercial Establishments also include those that discharge grease and/or oil to the sanitary drain system such as oil change garages, car washes automobile repair facilities or any facility engaged with petroleum or mineral based materials.

- B. Any new or existing Commercial Establishments or a facility that produces Fats, Oils, and Grease (FOG) shall be required to submit a FOG control plan that will effectively control the discharge of undesirable materials into the wastewater collection system. This will include but not be limited to best management practices (BMP) and grease and/or sand interceptors. Existing facilities will not be exempt nor “grandfathered” from this requirement. Grease, oil, and sand interceptors or traps shall be provided for the proper handling of liquid wastes containing fats, oils or grease in excessive amounts, sand and other harmful ingredients except that such interceptors or traps shall not be required for private living quarters or residential dwelling units.
- C. Installation Requirements
- (1) All interceptors or traps shall be of a type and capacity approved by the WDNR and Wis. Admin. Code SPS 382.34 and shall be located so as to be readily and easily accessible for cleaning and inspection, and to be effective in capturing fats, oils, and grease to cool enough for these to be trapped. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be of substantial construction, gas tight, watertight, and equipped with easily removable covers.
 - (2) All sewer flows from toilets, urinals, lavatories, etc., shall not be discharged into the grease interceptor. These flows shall be conveyed separately to the sanitary sewer service lateral.
 - (3) Only floor drains which discharge or have the potential to discharge grease shall be connected to a grease interceptor.
 - (4) Garbage disposals if used must be connected to the grease interceptor.
 - (5) Commercial dishwashers must be connected to grease interceptors. Interceptors must be sized to allow enough detention time to allow water to cool and solidify and float to the top of the interceptor.
 - (6) Grease interceptors shall be constructed and sized in accordance with the State of Wis. Admin. Code SPS 382.34.
 - (7) Approval of proposed facilities or equipment by the WDNR or the Wisconsin Department of Safety and Professional Services does not in any way guarantee that these facilities or equipment will function in the manner described by their constructor or manufacturer nor shall it relieve a Fats, Oils or Grease Producing facility of the responsibility of enlarging, relocating or otherwise modifying such facilities to accomplish the intended purposes.
 - (8) Access to grease interceptors shall be available at all times to allow for proper maintenance and inspection.
- D. Multi-tenant buildings shall have constructed and maintained means for access for sampling and measure flow of all discharges to the sanitary sewer for each tenant to the satisfaction of the City of Pewaukee. This includes but is not limited to the construction of a sampling manhole for each tenant. All monitoring facilities shall be constructed and maintained in accordance with all applicable state and local construction standards and specifications. Plans

for the installation of monitoring facilities and related equipment shall be submitted for review and approved by the Utility Manager prior to the beginning of construction.

- E. All grease, oil, and sand interceptors or traps shall be maintained by the user at his/her expense in continuously efficient operation and meet the discharge limits at all times. Grease interceptors must be pumped out completely at a minimum of every 90 days. Some interceptors may require pumping on a more frequent basis. Maintenance of grease trap shall include the complete removal of floating and settled solids and inspecting and/or repairing any portion of the interceptor that is not functioning properly. Grease hauling shall be performed by a qualified licensed hauler.
- F. Users must provide documentation with the following information at the request of city inspectors.
 - (1) Date
 - (2) Condition of interceptor after pumping, including needed repairs
 - (3) Name and license number of haulers
 - (4) Phone number of haulers
 - (5) Quantity pumped (volume)
 - (6) Waste disposal site location and contact information
 - (7) A copy of the original manifest for the waste hauler

Documentation must be retained for a period of no less than 3 years and made available upon request by the City of Pewaukee.

- G. The City of Pewaukee shall have the right to inspect grease interceptors and traps to determine compliance with the requirements of this title. The discharger shall allow the Utility Manager or his/her designee to enter upon the premises of the discharger at all reasonable hours for purposes of inspection, sampling or records examination. Upon written notification by the City of Pewaukee, the facility shall be required to perform maintenance and submit a remediation report to the City of Pewaukee within a timeframe deemed reasonable by the Sewer Utility Manager. Upon inspection by the City of Pewaukee, the facility may be required to install at their expense, additional controls to provide a complete system that prevents discharges of undesirable materials into the wastewater collection system.
- H. Chemical treatments such as drain cleaners, acid or other chemical additives to emulsify or remove grease are strictly prohibited. The introduction of grease or fat into a grease interceptor shall be prohibited per Wis. Admin. Code 382.34(5)(e).

§ 300-14 - Wastewater Measurement and Sampling

- A. Wastewater flows shall be assigned in accordance with the Residential Equivalency Connection Table provided in Section § 300-23 unless:
 - (1) Any lot, parcel of land, building or premises discharging domestic wastewater or industrial waste into the collection system, the owner or occupant of such property installs necessary metering equipment as approved by the Sewer

Utility Manager to measure the quantity of water pumped or discharged to the collection system. The user charge shall be based on the quantity of water so measured. Whenever the person fails to install such metering equipment, or where it is not practicable to measure the water consumed on any premises by a meter or meters, the Sewer Utility Manager shall determine the estimated volume of water discharged into the Wastewater Works.

- (2) The City of Pewaukee may require the installation of devices for metering the volume of waste discharged if those volumes cannot otherwise be determined or if the user discharges over 25,000 gallons on any day for significant industrial users. The metering devices shall be owned and maintained by the property owner or user and may not be removed without consent of the Sewer Utility Manager.
- (3) Control Manholes/Inspection Manholes: All persons discharging non-residential wastes into the Wastewater Works shall construct and maintain control manholes in suitable and accessible positions on public property, public right-of-way or easement to facilitate the observation, measurement and sampling of all wastes or wastewater. Control manholes shall be located and constructed in a manner approved by the Sewer Utility Manager. Plans shall be submitted to the Sewer Utility Manager prior to construction.
- (4) Multi-tenant, non-residential buildings must have constructed and maintained means for access for sampling and measuring flow of all discharges to the sanitary sewer for each tenant to the satisfaction of the Sewer Utility Manager. All monitoring facilities shall be constructed and maintained in accordance with all applicable state and local construction standards and specifications. Plans for the installation of monitoring facilities and related equipment shall be submitted for review and approval to the Sewer Utility Manager prior to the beginning of construction.

§ 300-15 - Industrial Waste Analysis

- A. The City of Pewaukee, Fox River Water Pollution Control Center or its designee shall collect samples and perform laboratory tests on industrial waste discharges as necessary to verify quantity of flow and character and concentration of an industrial waste. The test results shall be used to determine the applicable surcharge.
- B. Waste or wastewater discharge may be sampled manually or by the use of mechanical equipment as necessary to obtain a representative 24-hour composite sample. Samples shall be taken at intervals as determined by the Sewer Utility Manager or the Fox River Water Pollution Control Center.
- C. When Wis. Admin. Code NR 202 requires the submittal of the character, and concentration of wastes, waste volume and production information to the City of Pewaukee or Fox River Water Pollution Control Center or WDNR, the user shall have the waste character and concentration determined by a WDNR certified testing laboratory. A

copy of the test results and WDNR reports shall be submitted to the Sewer Utility Manager.

- D. All measurements and test analysis of the characteristics of industrial wastes shall be determined in accordance with "Standard Methods".

§ 300-16 – Sewer Service Charges and Reserve Capacity Assessment

- A. Basis for Sewer Service Charges - The sewer service charge imposed under this section shall generate sufficient revenues to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the Sewer System. Such system of sewer service charges shall maintain the proportional distribution of operation and maintenance costs among user classes.
- B. Sewer Service Charge
- (1) A Sewer Service Charge is hereby imposed upon each building or premise (user) served by the Sewer System or otherwise discharging sewage, including non-domestic and industrial wastes, into the system. The annual Sewer Service Charge shall be the sum of the following components, rounded to the nearest 10th of a dollar when computed on a quarterly basis:
 - (a) One Administrative Component;
 - (b) The product of the Operation and Maintenance Component times the number of residential equivalent connections assigned to a user; and
 - (c) The product of the Debt Service Component times the number of residential equivalent connections assigned to the user.
 - (2) The Administrative Component shall be the product of 50% of the Utility's budgeted administration costs divided by the base number of sewer users.
 - (3) The Operation and Maintenance Component shall be the product of the budgeted sewer system operating and maintenance costs divided by the base number of residential equivalent connections. Depreciation expense shall be included in the Operation and Maintenance Component of the Sewer Service Charge. The depreciation expense included in the Utility's budget for operation and maintenance shall be computed on a basis consistent with generally accepted accounting principles. At a minimum, depreciation included in the Operation and Maintenance Component of the Sewer Service Charge shall equal the yearly replacement costs as defined by Wis. Admin. Code NR 128.3, and 40 CFR 35.2005(30)(i) and (ii) of the Federal Register.
 - (4) The Debt Service Component shall be the product of the debt service requirement necessary to make the subsequent year's payments on the Wisconsin Clean Water Fund Loan, or any other financing used to upgrade and expand the Fox River Water Pollution Control Center, Interceptors with

shared flow between the Lake Pewaukee Sanitary District, Town of Brookfield Sanitary District No. 4 and the City of Brookfield, and the Village of Pewaukee's force main and lift stations, and any other costs as assigned by the Common Council of the City of Pewaukee divided by the base number of residential equivalent connections.

- (5) The Debt Service Component is intended to accumulate, by the end of each calendar year, funds sufficient to meet the subsequent year's debt service needs. The Utility has established a Reserve Capacity Assessment (RCA) to finance, among other projects, the costs of new, upgraded, and existing capacity in the Fox River Water Pollution Control Center. Any and all funds collected through the RCA may be used to offset the Debt Service Component of the Sewer Service Charge. The Common Council shall determine, in conjunction with the approval of the annual Sewer Service Charge, the amount, if any, of accumulated RCA funds to be used to offset the Debt Service Component of the Sewer Service Charge.
- (6) The Base Number of Residential Equivalent Units shall be the number of residential equivalent connections serviced by the Utility as of the last day of the preceding fiscal year.
- (7) The Base Number of Sewer Users shall be the number of sewer users serviced by the Utility as of the last day of the preceding fiscal year.

C. Quarterly Billings: Users shall be billed quarterly for one quarter of the annual Sewer Service Charge. Such bills become due and payable on the 10th of the month following the period for which service is rendered. A late payment charge of 1.0% per month shall be added to bills not paid within 20 days of issuance. The late payment charge shall be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers.

D. Prorated Billings: Quarterly billings of the Sewer Service Charge shall be prorated for new service connections based upon the number of months of service during the quarter. Service starting on or before the 15th day of the month shall be treated as occurring on the first day of that month. Service starting after the 15th day of the month shall be treated as occurring on the 1st day of the subsequent month.

- (1) Excess Revenues: Excess Revenues collected from a user class within a fiscal year shall be applied to that user class for the Operation and Maintenance Component of the Sewer Service Charge in the subsequent year. Excess revenues shall be computed by the end of the second quarter of the subsequent fiscal year and shall be applied equally to the Sewer Service Charge for the second, third and fourth quarter of the fiscal year. Excess Revenues shall be defined as that amount of revenue generated by the Sewer Service Charge in excess of the sum of:

- (a) Actual Operation and Maintenance Costs, including 100% of actual depreciation expense computed on a basis consistent with generally accepted accounting principles,
 - (b) Administrative Costs allocated to the sewer utility,
 - (c) All debt service costs allocated to the sewer utility, and
 - (d) A rate of return of 8.5% on the sewer utility's Net Investment Rate Base.
 - (2) Net Investment Rate Base: shall be the larger of zero or the average net book value of sewer system assets, including assets constructed jointly with other governmental agencies, individuals, or other organizations, less the average of contributions in aid of construction.
 - (3) Notification: Users shall be notified annually of the portion of the Sewer Service Charge attributable to wastewater treatment services.
- E. Industrial and Commercial Charges for Other Than Domestic Wastewater and Surcharge for Discharging Conventional Pollutants.

- (1) Charges for Wastewater other than Domestic Wastewater shall be based on Flow, BOD, Suspended Solids, Phosphorus and such other constituents which affect the cost of the collection and treatment. All persons discharging wastes into the Sewer System are subject to a surcharge, in addition to any other wastewater service charge, if their wastewater has a concentration greater than Domestic Wastewater concentrations. The volume of flow used for computing waste surcharges shall be the metered water consumption, or the actual volume of waste as determined by an industrial waste meter in installation. The amount of surcharge shall reflect the cost incurred by the Sewer Utility in removing BOD, Suspended Solids, Phosphorus, and other pertinent constituents. The surcharge shall be computed on the basis of Model No. 2, Federal Register, Vol. 39, No. 29, Feb. 11, 1974, p. 5270.

$$\text{Surcharge} = [B (B) + S (S) + P (P)] V$$

- (2) Surcharge for Discharge of Toxic Pollutants
Users discharging toxic pollutants prohibited by this ordinance, shall in addition to any fines or penalties levied by the Sewer Utility pay for any increased operating, maintenance, including depreciation, and administrative costs attributable to such discharge.

F. Reserve Capacity Assessments

The City has levied and assessed upon each lot or parcel of land currently within the Sewer Utility, but not having an existing connection to the Sewer System and upon land subsequently attached to the Sewer Utility, a Reserve Capacity Assessment (RCA). Each RCA charge shall be payable as herein provided and shall be on the basis

of one RCA charge for each Residential Equivalent Connection connected to the Sewer System.

- (1) Schedule of Charges: The Reserve Capacity Assessment for a single-family residence shall be as determined by resolution by the Common Council which shall also be the unit of charge for a Residential Equivalent Connection. The Director of Public Works/City Engineer shall determine the residential equivalency units for all other categories of buildings. Special charges may be determined by the Approving Authority for large commercial or industrial users. The RCA charge shall be increased as required from time to time by the Sewer Utility.
 - (2) Payments: Payments of the RCA charge for future connections shall be made in full prior to the issuance of a building or plumbing permit.
- G. Special Rates: The approving authority may at any time hereafter, set special rates for any large commercial service, industrial use of any other unique user that does not readily fit into other categories of users.
- H. Special Assessments - Nothing contained in this Ordinance shall prohibit or preclude the City from levying, from time to time, special assessments in the manner provided by law.

§ 300 –17 - Annual Budget and Method of Payment of Charges

- A. Annually, before November 1st, the Sewer Utility shall prepare a budget for the subsequent fiscal year which shall be separated into the following sections, 1) Operation, 2) General Maintenance and Administration, and 3) Debt Service.
- B. Billing: The property owner is held responsible for all sewer bills on premises that they own. All sewer bills and notices of any nature, relative to the sewer service, shall be addressed to the owner and/or occupant and delivered to the addressee by first class mail.
- C. Failure to Receive Bill No Penalty Exemption: Reasonable care shall be exercised in the proper delivery of sewer bills. Failure to receive a sewer bill, however, shall not relieve any person of the responsibility for payment of sewer rates within the prescribed period, nor exempt any person from any penalty imposed for delinquency in the payment thereof.
- D. Delinquent Bills: On the 15th day of October each year, notice shall be given to the owner or occupant of all lots or parcels of real estate to which service has been furnished prior to October 1 and payment for which is owing and in arrears at the time of giving such notice. The Utility Clerk shall furnish the City Treasurer with a list of all such lots or parcels of real estate, and the notice shall be given by the City Treasurer. The Utility Clerk shall notice all delinquent accounts. Notice shall be in writing and

shall state the amount of such arrears, including any penalty assessed pursuant to the rules of such Sewer Utility; that unless the same is paid by the 31st day of October, the same shall be assessed a 10% penalty. Any remaining arrears as of November 15th shall be levied as a special charge on the real estate tax bill against the lot or parcel of real estate to which service was furnished and for which payment is delinquent as above specified. Such notice may be served by delivery to either such owner or occupant personally, or by letter addressed to such owner or occupant at the post office address of such lot or parcel of real estate. On the 16th day of November, the City Treasurer issuing the notice shall certify and file with the Sewer Utility a list of all lots or parcels of real estate, giving the legal description thereof and the amount of unpaid arrears and penalty. Each such delinquent amount, including such penalty, shall thereupon become a lien upon the lot or parcel of real estate to which the service was furnished and payment for which is delinquent, and the Sewer Utility shall insert the same as a tax against such lot or parcel of real estate pursuant to Wis. Stat. § 66.0809. All proceedings in relation to the collection of general property taxes and special assessments and to the return and sale of property for delinquent taxes and special assessments shall apply to said tax if the same is not paid within the time required by law for payment of taxes upon real estate.

§ 300 –18 - **Equipment Replacement Account**

- A. The Sewer Utility shall establish a segregated replacement account for the purpose of accumulating cash reserves. Such reserves shall be available for the Replacement Costs of the Sewer System as necessary for the purpose of extending the useful life of mechanical equipment. The account was initially funded with cash in an amount equal to the depreciation accumulated on all mechanical equipment associated with the operation and maintenance of the Sewer System incurred through December 31, 1988.
- B. The Sewer Utility shall periodically, but at least annually, deposit cash in the Equipment Replacement Account equal to the yearly depreciation computed on mechanical equipment associated with the Sewer System.
- C. Depreciation for this purpose shall be computed using the half year convention on the straight-line method over the estimated useful life of the mechanical equipment.

§ 300-19 – **Records**

The City shall keep a record of all applications for connections, disconnection or reconnection permits, and each permit shall be regularly numbered in the order of its issue, and a record showing the number, description, and size of all laterals installed indicating the kind of materials used and the location of such lateral shall be kept. In addition, the City shall keep a record of all inspections made, the removal of buildings or their laterals, and a record of all fees collected showing the date of their receipt.

§ 300-20 **Confidentiality of Critical Information**

When requested by the user furnishing a report or permit application or questionnaire, the portions of the report, or other document, which might disclose trade secrets or secret processes shall, to the extent legally permissible, remain confidential.

§ 300-21 **Violations**

- A. Any person who fails to comply with any of the provisions of this Ordinance or with an order of the Approving Authority or the Utility Manager issued in pursuance of this Ordinance, or shall tamper with metering or sampling, shall be liable to the Utility for any expense, loss or damage occasioned by such violation including reasonable attorney fees and other expenses of litigation and upon conviction of any violation of this Ordinance, shall be fined not less than \$200 nor more than \$5,000 per violation, plus damages. Each day a condition is allowed to exist which is contrary to all, or any part of this Ordinance shall constitute a new violation. Change of ownership or occupancy of premises delinquent under the provisions of this Ordinance shall not be cause for reducing or eliminating charges due and penalties for violations
- B. If any user shall discharge waste or wastewater with a BOD concentration of 900 mg/l or greater, said user shall pay a penalty of \$1,000 per violation. Each day a violation occurs shall constitute a separate violation. Said penalty shall be added to the monthly or quarterly billing statement.
- C. In addition to the Court proceedings and penalties described in the foregoing sections of this Ordinance, whenever a person violates any provision of this Ordinance or fails to comply with any order of the Approving Authority, the Approving Authority may order that an action be commenced on behalf of the Utility/City of Pewaukee in the Circuit Court for Waukesha County for the purpose of obtaining an injunction restraining the person violating the Ordinance or failing to comply with the Order, from making any further discharges into the Sewer System of the Utility.
- D. Any existing or new FOG-producing facility not submitting a FOG and food waste control plan within the timeframe determined by the Utility Manager or its designee shall be fined no more than \$50 per day for each day the plan is late.
- E. Any FOG producing facility, after inspection by the City of Pewaukee, that has not made the necessary repairs or remediation and submitted a remediation report as ordered by the City of Pewaukee within the designated timeframe shall be fined no more than \$100 per day for each day the plan is late.
- F. Any FOG producing facility found using chemical and/or biological additives to emulsify or remove grease shall be fined no more than \$100 for the 1st offense, \$200 for the 2nd offense, \$1,000 for 3rd offense and \$2,000 for each offense thereafter.
- G. Any user exceeding the maximum daily concentration of 300 mg/l of grease shall be fined no more than \$500 per offense.
- H. Facilities whose discharge causes a deposit or obstruction or in any manner causes damage to or impairs the public sewerage collection system and wastewater treatment facility shall be liable for any expense, loss caused by such violation or discharge. The Utility shall bill the user for the cost incurred for any cleaning, repair, and replacement

of the public sewerage collection system or restoration of receiving water damaged by any discharges from the public sewerage collections system.

- I. Facilities found guilty of falsifying maintenance and manifest records shall be fined \$500 for 1st offense, \$1,000 for 2nd offense, \$2,000 for 3rd offense and \$5,000 for each subsequent offense. In addition, further criminal charges and penalties may be applicable.
- J. REMEDIES CUMULATIVE - All remedies provided for in this Ordinance and in the City of Pewaukee Sewer Use Ordinance are distinct and cumulative to any other right or remedy under this Ordinance or any other City of Pewaukee Ordinance or afforded by law or equity; and may be exercised by the Commission concurrently, independently, or successively.

§ 300.22 – Miscellaneous

- (1) SUPERSEDING PREVIOUS SEWER SERVICE CHARGE ORDINANCES - This Ordinance establishing sewer service charges and user regulations shall supersede and replace all previous sewer service ordinances of the City.

§ 300.23 – Residential Equivalency Connection Table

The following list of users will be assigned R.E.C.'s as listed:

A. RESIDENTIAL

<u>Description</u>	<u>R.E.C.</u>
Single Family	1
Duplex	2 (1 per Unit)
2 Units and Up to 7 Units	0.8 (per Unit)
Multi-Family (8 or More Units)	0.75 (per Unit)
Vacant Lot	0

B. COMMERCIAL / INDUSTRIAL

<u>SIC CODE</u>	<u>DESCRIPTION</u>	<u>GALLONS PER EMPLOYEE HOURS</u>
0742	Veterinary Services for Animal Specialties	20.0
0752	Animal Specialty Services	16.0
0782	Lawn and Garden Services	10.0
1446	Industrial Sand	5.0
1521	General Contractors – Residential	2.3
1541	General Contractors - Industrial Bldgs. & Warehouses	2.3
1611	General Contractors - Public Works	2.3
1711	Plumbing, Heating & Air Conditioning	2.3

1731	Electrical Work	2.3
1761	Roofing and Sheet Metal Work	2.3
1799	Special Trade Contractors, N.E.C.	2.3
2013	Sausage & Other Prepared Meats	110.0
2065	Candy and Other Confectionary Products	50.0
2087	Flavoring Extracts & Syrups, N.E.C.	75.0
2394	Canvas and Related Products	2.3
2431	Millwork	5.0
2434	Wood Kitchen Cabinets	5.0
2522	Metal Office Furniture	2.3
2721	Periodicals: Publishing & Printing	10.0
2731	Books: Publishing & Printing	10.0
2751	Commercial Printing, Letterpress & Screen	10.0
2752	Commercial Printing, Lithographic	10.0
2789	Bookbinding and Related Work	10.0
2795	Lithographic Platemaking & Related Services	25.0
2819	Industrial Inorganic Chemicals, N.E.C.	10.0
2834	Pharmaceutical Preparations	10.0
2841	Soap & Other Detergents	15.0
2893	Manufacturing of Printing Ink	30.0
2899	Chemicals & Chemical Preparations, N.E.C.	10.0
3079	Miscellaneous Plastics Products	85.0
3111	Leather Tanning & Finishing	345.0
3272	Concrete Products, Except Block & Brick	35.0
3273	Ready-Mixed Concrete	90.0
3293	Gaskets, Packings and Sealing Devices	2.3
3325	Steel Foundries, N.E.C.	115.0
3341	Secondary Smelting & Refining of Non-ferrous Metals	2.7
3441	Fabricated Structural Metal	25.0
3442	Metal Doors, Sash, Frames, Molding and Trim	2.3
3444	Sheet Metal Work	40.0
3451	Screw Machine Products	10.0
3462	Iron and Steel Forgings	5.0
3469	Metal Stampings, N.E.C.	5.0
3471	Electroplating, Plating, Polishing, Anodizing, etc.	50.0
3479	Coating, Engraving and Allied Services, N.E.C.	100.0
3495	Wire Springs	2.3
3498	Fabricated Pipe and Fittings	2.3
3499	Fabricated Metal Products, N.E.C.	25.0
3531	Construction Machinery and Equipment	5.0
3544	Specialty Dies & Tools, Die Sets, Jigs & Fixtures, Molds	10.0
3562	Ball and Roller Bearings	5.0
3565	Industrial Patterns	5.0
3569	General Industrial Machinery & Equipment, N.E.C.	4.0
3576	Scales and Balances, Except Laboratory	2.3
3599	Machinery, Except Electrical, N.E.C.	10.0

3613	Switchgear and Switchboard Apparatus	5.0
3632	Household Refrigerators, Home & Farm Freezers	2.3
3694	Electrical Equipment for Internal Combustible Engines	2.3
3714	Motor Vehicle Parts and Accessories	75.0
3999	Manufacturing Industries, N.E.C.	2.3
4141	Local Passenger Transportation Charter Service	2.3
4151	School Busses	2.3
4212	Local Trucking Without Storage	10.0
4213	Trucking, Except Local	2.3
4225	General Warehousing and Storage	2.3
4311	U.S. Postal Service	2.3
4722	Travel Agency	2.3
4811	Telephone Communication	2.3
4832	Radio Broadcasting	2.3
5042	Toys and Hobby Goods and Supplies	2.3
5063	Electrical Apparatus and Equipment	2.3
5064	Electrical Appliances	2.3
5072	Hardware – Wholesale Distribution	2.3
5082	Construction and Mining Machinery and Equipment	2.3
5084	Industrial Machinery and Equipment	2.3
5142	Frozen Foods	10.0
5149	Wholesale Groceries & Related Products, N.E.C.	10.0
5199	Wholesale Non-durable Goods, N.E.C.	10.0
5211	Lumber & Other Building Materials Dealers	2.3
5231	Paint, Glass, Wallpaper	2.3
5251	Hardware – Retail Sales	2.3
5261	Retail Nurseries, Lawn & Garden Supply Stores	10.0
5271	Mobile Home Dealers	2.3
5311	Department Stores	2.3
5331	Variety Stores	2.3
5411	Grocery Stores with Meat & Produce Departments	16.0
5412	Grocery Stores without Meat & Produce Departments	6.0
5441	Candy, Nut and Confectionery Stores	10.0
5462	Retail Bakeries – Baking and Selling	10.0
5499	Miscellaneous Food Stores	2.3
5511	Motor Vehicle Dealers	5.0
5531	Auto and Home Supply Stores	2.3
5541	Gasoline Service Stations	15.0
5551	Boat Dealers	5.0
5611	Clothing Stores	2.3
5661	Shoe Stores	2.3
5681	Furriers and Fur Shops	5.0
5711	Furniture, Floor Coverings, Appliances	2.3
5812	Eating Places (Restaurants)	20.0
5813	Drinking Places (Taverns)	45.0
5912	Drug Stores and Proprietary Stores	2.3
5921	Liquor Stores	2.3

5931	Used Merchandise Stores	2.3
5941	Sporting Goods Stores and Bicycle Shops	2.3
5942-9	Miscellaneous Stores	2.3
5992	Florists	10.0
5999	All Other Retail Stores	2.3
6022-59	Banks	2.3
6122-63	Savings and Loans	2.3
6311	Insurance Companies	2.3
6411	Insurance Agents	2.3
6512	Operators of Non-residential Buildings	2.3
6515	Operators of Residential Mobile Home Sites	2.3
6531	Real Estate Agents and Managers	2.3
6553	Cemetery Subdividers and Developers	2.3
6722	Management Investment Offices	2.3
7211	Power Laundries, Family and Commercial	105.0
7212	Cleaning and Laundry Pick-up Stations	2.3
7215	Factory Coin-Op Laundries and Dry Cleaning	910.0
7221	Photographic Studios	2.3
7231	Beauty Shops	16.0
7241	Barber Shops	10.0
7261	Funeral Service and Crematories	15.0
7299	Miscellaneous Services, N.E.C.	2.3
7311	Advertising Agencies, Employment Services	2.3
7332	Blueprinting and Photocopying Services	2.3
7361	Employment Agencies	2.3
7391	Research and Development Laboratories	10.0
7395	Photofinishing Labs	10.0
7512	Passenger Car Rental and Leasing, w/o Drivers	10.0
7531	Top and Body Repair Shops	5.0
7534	Tire Retreading and Repair Shops	20.0
7538	General Automotive Repair Shops	5.0
7542	Car Washes	115.0
7622	Radio and Television Repair	2.3
7699	Repair Shops and Related Services, N.E.C.	2.3
7814	Motion Picture and Tape Production	10.0
7832	Motion Picture Theaters, not Drive-Ins	20.0
7911	Dance Halls, Studios and Schools	20.0
7922	Theatrical Producers	20.0
7933	Bowling Alleys	50.0
7992	Public Golf Courses	45.0
7997	Membership Sports and Recreation Clubs	75.0
7999	Roller Rinks, Gymnasiums, Museums	20.0
8011	Offices of Physicians	10.0
8021	Offices of Dentists	10.0
8031	Offices of Osteopaths	10.0
8041	Offices of Chiropractors	10.0
8051	Skilled Nursing Care	20.0

CITY OF PEWAUKEE**CHAPTER 300 – SANITARY SEWER SERVICE ORDINANCE****July 1, 2026**

8091	Health and Allied Services, N.E.C.	10.0
8111	Attorneys	2.3
8211	Elementary and Secondary Schools	20.0
8221	Colleges, Universities and Professional Schools	25.0
8231	Libraries and Information Centers	20.0
8249	Vocational Schools, N.E.C.	20.0
8421	Arboreta, Botanical and Zoological Gardens	45.0
8621	Professional Membership Organizations	2.3
8641	Civic, Social and Fraternal Associations	15.0
8661	Religious Organizations (hours occupied only)	20.0
8699	Membership Organizations, N.E.C.	2.3
8911	Engineering, Architectural & Surveying Services	2.3
8931	Accountants	2.3
9199	General Government, N.E.C.	2.3
9221	Police Protection	2.3
9224	Fire Protection	2.3
9451	Administration of Veteran's Affairs	2.3
9999	All Offices, N.E.C.	2.3

NOTE: Minimum R.E.C. per user shall be 1 R.E.C. Any category of user not listed shall be assigned an R.E.C. by the Common Council after recommendation of the Director of Public Works/City Engineer. All R.E.C.'s shall be established to the nearest 0.25 R.E.C.

NOTE: Parsonages should be regarded as single family residences.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding a draft Joint Quiet Zone Agreement with the Village of Pewaukee.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Public Works Committee (January 22, 2026 meeting) and the Common Council (February 16, 2026 meeting) previously authorized pursuing a Joint Quiet Zone with the Village of Pewaukee. A draft of the Joint Agreement has been created. This has been sent to the Village of Pewaukee for consideration as well.

Fiscal Impact:

Recommended Motion:

Committee recommend approval to the Common Council contingent upon Village of Pewaukee approval and final review by the City Attorney and Director of Public Works.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEWAUKEE
AND THE VILLAGE OF PEWAUKEE WITH RESPECT TO ESTABLISHING
AND MAINTAINING A QUIET ZONE CORRIDOR ALONG THE CANADIAN
PACIFIC KANSAS CITY RAILROAD RIGHT-OF-WAY**

THIS AGREEMENT entered into this _____ day of _____ 2026, between the CITY OF PEWAUKEE, a Wisconsin Municipal Corporation acting by and through its Mayor and Common Council, herein referred to as CITY, and the VILLAGE OF PEWAUKEE, a Wisconsin Municipal Corporation acting by and through its President and Board of Trustees, herein referred to as VILLAGE, and are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties". The CANADIAN PACIFIC KANSAS CITY RAILROAD right-of-way is sometimes hereinafter referred to as the "Corridor".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, (Public Law No. 103-440) hereinafter referred to as the "Act", directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the "Final Rule" (70 Federal Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and

WHEREAS, said Final Rule amended Title 49 of the Code of Federal Regulations, Chapter II - Federal Railroad Administration, Department of Transportation, hereinafter referred to as Chapter II, for the creation of quiet zone corridors through the use of supplementary and/or alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and

WHEREAS, the Corridor consists of all at-grade crossings along the Canadian Pacific Kansas City Railroad right-of-way from Duplainville Road to Parkside Lane which include all the Parties to this Agreement; and

WHEREAS, the sounding of train horns has a negative impact on the quality of life of the residents within communities along the Canadian Pacific Kansas City Railroad right-of-way; and

WHEREAS, the Parties determined that it would be desirable to pursue a cooperative quiet zone corridor (the "Quiet Zone Corridor") as a cost effective and acceptable alternative to the mandatory sounding of the train horns and/or the installation of supplemental and/or alternative safety measures included in Chapter II; and

WHEREAS, RA Smith, Inc. performed the study and prepared a report for the Parties recommending that they consider taking the following action to qualify for a Quiet Zone Corridor:

- (I) Duplainville Road - No improvements required; and,
- (II) Forest Grove Drive – No improvements required; and,
- (III) Oakton Avenue – ; and,
- (IV) Wisconsin Avenue – ; and,
- (V) Kopmeier Drive – No improvements required; and,

(VI) Parkside Lane – No Improvements required.

WHEREAS, the VILLAGE is willing, at its expense, to install the recommended improvements at Oakton Avenue and Wisconsin Avenue grade crossings; and

WHEREAS, upon completion of the above described work, a Notice of Establishment of a New Quiet Zone for the Quiet Zone Corridor will be distributed to all concerned Parties, plus the FRA, the Wisconsin Department of Transportation, the Canadian Pacific Kansas City Railway in accordance with Section 222.43(d) of 49CFR Chapter II; and

WHEREAS, Section 222.47 of 49CFR Chapter II provides for periodic updates of quiet zones; and

WHEREAS, all of the Parties to this Agreement understand that they will remain mutually obligated to the other Parties, individually and collectively, to undertake the process of conducting periodic updates of the Quiet Zone Corridor in accordance with Section 222.47(b) of 49 CFR Chapter II; and

WHEREAS, provisions of Section 222.51 of 49CFR Chapter II provide for circumstances under which the authorization and approval to establish and maintain a quiet zone corridor may be withdrawn by the FRA, after sufficient notice, with such withdrawal again requiring the mandatory sounding of train horns at all grade crossings; and

WHEREAS, if such withdrawal should occur and it results in the mandatory sounding of train horns within the Quiet Zone Corridor, installation of approved safety measures/supplemental safety measures as approved within 49CFR Chapter II may be made by the affected Party/Parties to re-qualify the Quiet Zone Corridor in accordance with the FRA rule; and

WHEREAS, all of the Parties to this Agreement understand that while it is their intention to remain mutually obligated to each other, individually and collectively, to undertake those actions necessary to maintain the continued existence of the Quiet Zone Corridor, it may be cost prohibitive or in some other way not in their best interest to do so; and

WHEREAS, all of the Parties to this Agreement understand that, if the quiet zone designation is withdrawn by the FRA or if the quiet zone fails to be recertified or re-qualified by the FRA, any Party may choose to withdraw from this Agreement in the sole discretion of such Party; and

WHEREAS, all of the Parties to this Agreement understand that, if any Party decides to withdraw from this Agreement, such withdrawing Party shall be permitted to apply for an alternate quiet zone corridor, individually, or in combination with any other Party or jurisdiction; and

WHEREAS, Wisconsin Statute Section 66.0301 authorizes units of local government to contract, exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, Wisconsin Statute Section 66.0301 authorizes municipalities to exercise

jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all applicable statutes, local ordinances, and authority, the Parties hereto do hereby mutually agree as follows:

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. One of the Parties to this Agreement shall be designated as the Quiet Zone Administrator and shall, as such, be responsible for complying with the quiet zone recertification requirements in accordance with Section 222.47 of 49CFR Chapter II. It is understood that the recertification process may require the services of a consultant. The Administrator shall allocate the consultant's costs in connection with such recertification equally among the parties. If the FRA fails to recertify the Quiet Zone Corridor as a designated quiet zone, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in their best interest to do so.
3. If a railroad crossing safety improvement is modified at any intersection within the Quiet Zone Corridor by any Party to this Agreement, the roadway authority, or any other authorized agency, the Quiet Zone Corridor may be required to be re-qualified and re-established as a designated quiet zone by the FRA. In such event, the Quiet Zone Administrator shall oversee the process of re-qualifying and re-establishing the Quiet Zone and shall allocate any consultant's costs of re-qualification and re-establishment equally among the Parties. The cost of any safety improvements shall not be allocated among the Parties without their express written consent and permission. If the FRA fails to re-qualify and re-establish the Quiet Zone Corridor as a designated quiet zone, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in its best interest to do so.
4. It is the obligation of each party to this Agreement to notify the Quiet Zone Administrator upon the commencement of any railroad crossing safety improvement modification at any railroad crossing within its jurisdiction so that the Quiet Zone Administrator can notify the FRA of the modification.
5. If the FRA withdraws the quiet zone designation for the Quiet Zone Corridor for any reason, any Party may withdraw from this Agreement if, in its sole discretion, such withdrawing Party deems it to be in its best interest to do so.
6. Any Party that withdraws from this Agreement shall be permitted to take any action with respect to the certification of an alternate designated quiet zone for their community on their own or in combination with any other Party or jurisdiction.

7. Each Party warrants and represents to each of the other Parties and agrees that (a) this Agreement is executed by duly authorized officials or agents of such Party and that all such officials and agents have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (b) this Agreement is binding and valid and will be specifically enforceable against each Party; and, (c) this Agreement does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such Party.
8. This Agreement shall be deemed to take effect as of the date on which the duly authorized officials or agents of the last of the Parties hereto to execute this Agreement affix their signatures hereto.
9. This Agreement shall be enforceable in any court of competent jurisdiction by each of the Parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
10. The provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase or word in this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
11. The entire agreement of the Parties hereto is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties hereto relating to the subject matter hereof.
12. Any alterations, amendments, deletions, or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the Parties hereto.
13. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.
14. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. No Party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in this Agreement without first obtaining the express written consent and permission of the other Parties to this Agreement.
15. Nothing contained in this Agreement is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the Parties hereto for any purpose or in any manner, whatsoever. The Parties are to be and shall remain independent of each other with respect to all matters provided in this Agreement.

VILLAGE OF PEWAUKEE

ATTEST:

Village Clerk
Village of Pewaukee

By: _____
Village President
Village of Pewaukee

Date: _____

CITY OF PEWAUKEE

ATTEST:

City Clerk
City of Pewaukee

By: _____
Mayor
City of Pewaukee

Date: _____

