



**Village of Hartland**

210 Cottonwood Avenue

Hartland WI 53029

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**VILLAGE BOARD AGENDA  
MONDAY, MARCH 24, 2025 ▪ 6:30 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Wallschlager

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

Lake Country Municipal Court presentation by Judge Kay

1. Approval of Minutes
  - a. March 10, 2025
  - b. March 16, 2025
2. Items related to vouchers
  - a. Consideration of vouchers for payment in the amount of \$183,880.43
3. Items related to Licenses and Permits
  - a. Consideration of bartender/operator license – Kay-Lynn Marie Jean Young
4. Discussion and consideration of Medline Discharge Agreement.
5. Discussion and consideration to award Visu Sewer the 2025 Sewer Cleaning and Televising Contract for an amount not to exceed \$30,000.
6. Discussion and consideration to award the 2025 Hydrant Painting Contract to Ferguson Waterworks for an amount not to exceed \$7,000.
7. Discussion and consideration to award the 2025 Leak Detection Contract to Ferguson Waterworks for the sum of \$4,650.
8. Presentation of the 2024 MS4 Report

9. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Manager or other Village Staff members.
10. Consideration of a motion to recess into closed session pursuant to State Statute §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a close session, specifically to negotiate a contract for the operation of the beer garden.
11. Motion to reconvene in open session, to take any action if necessary, with respect to the preceding closed session.
12. Adjournment

Ryan Bailey, Village Manager

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Sandee Policello, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible. To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is: 835 0989 0694 Passcode: 779019  
Or participate online: <https://us02web.zoom.us/j/83509890694?pwd=OtwAMwXCeZrSNIRKbmRbyiPg3XJCJ0.1>

**VILLAGE OF HARTLAND  
VILLAGE BOARD MINUTES  
MONDAY, MARCH 10, 2024 · 6:30 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

President Pfannerstill called the meeting to order at 6:30 pm.

Present: President Pfannerstill, Trustees de Boer, Wallschlager, Conner, Hallquist, Truttschel (arrived at 6:38 pm)

Excused: Trustee Pfeiffer

Others Present: Village Manager Bailey, Clerk Policello, Police Chief Misko, Fire Chief Jambretz, Kajil Sharp – FD, DPW Director Jenson, DPW Operations Supervisor Jungbluth, Peter Gesch – Ruckert & Mielke

President Pfannerstill administered oaths to: Police Officer Daniel Pfeil, Firefighter Paramedic Michael Miller, Firefighter EMT Joseph Gryszkiewicz (Paramedic Student), Firefighter AEMT Eduardo Bayona Tavera (Paramedic Student)

Public Comment: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

There was no public comment.

1. Approval of Minutes for February 24, 2025  
Motion (Truttschel/Hallquist) to approve the Minutes of February 24, 2025. All were in favor, **motion carried.** de Boer abstained.
2. Items related to vouchers
  - a. Consideration of vouchers for payment in the amount of \$4,329,168.07  
Motion (Wallschlager/Conner) to pay vouchers in the amount of \$4,329,168.07.  
Trustee Wallschlager said \$3M+ are taxes collected that we are paying to the taxing jurisdictions. Village Manager Bailey said the tax levy for all taxing jurisdictions is approximately \$20M annually; we distribute after a January and February settlement. Wallschlager asked if the TIF expenses to Ruckert & Mielke are for the new TIF. Bailey confirmed they are and that they were budgeted for; this is for the sewer upgrade that we have to put in downstream and we will be reimbursed through the TIF funds. Wallschlager asked about our Amazon Prime Membership charges; Bailey will look into that.  
All were in favor, **motion carried.**
3. Discussion and consideration of a Budget Amendment for 2024  
Village Manager Bailey said we always budget conservatively; some of the items that we always do conservatively, interest income went way over, our building inspection fees are way over, so

that in turn also creates an overage in our expenditure budget, so we do this to true everything up. This contingency is excess money that we made for the year. This will be a contingency adjustment from \$41,576 to \$428,576.

Motion (Hallquist/Conner) to approve the Budget Amendment for 2024 as presented. All were in favor, **motion carried.**

4. Police Department Annual Report

Chief Misko presented the Police Department's 2024 Annual Report.

5. Discussion and consideration to award the 2025 Paving Contract to Wolf Paving Co., Inc. for the sum of \$1,467,878.55

DPW Director Jenson said the contract is for Hill Street, the cemetery, Four Winds courts, the cul-de-sac, Kesteral, River Reserve, West Capitol Drive and East Park and West Park. We went out for public bid and we received 4 bids. Staff recommends awarding the 2025 Paving Contract to Wolf Paving for the sum of \$1,467,878.55.

Motion (Truttschel/Conner) to award the 2025 Paving Contract to Wolf Paving Co., Inc. for the sum of \$1,467,878.55.

Trustee Wallschlager said sometimes the lowest bid isn't the best and she thinks this is one of those times; last year work was done in Nixon Park by Wolf Paving; they returned several times to attempt to rectify the problem. She said this is a large amount of work; the difference between the next lowest bidder is \$20,000. Trustee Hallquist said he has heard that some of the prior management is no longer with Wolf Paving. Village Manager Bailey said we consulted our attorney and we cannot disqualify Wolf and go with another bidder because they rectified the issues we had in the park. Jenson said Wolf did the Kwik Trip paving under their new management and they did not have the same issues. Jenson said the work in Nixon is not similar to roadwork; we did have them back several times until we found the work to be suitable. Jenson said they did consult with legal counsel on this. Hallquist asked Peter Gesch if he has had improved experience with Wolf. Gesch said the project managers working in this area now are better and easier to work with and the issues that we had in the park were scheduling, timing and the workers doing what those project managers were telling them to do. He said every project is different and it is hard to say what is going to happen.

All were in favor, **motion carried.**

6. Discussion and consideration to award the Shadow Ridge Drive, Rustic Lane and Arlene Drive Lift Station Upgrades to Mid City Corporation for the sum of \$501,825.00

DPW Director Jenson presented the work that will be performed. Mid City was the lowest qualified bidder. CIP funding will be used for this project.

Motion (Conner/Hallquist) to award the Shadow Ridge Drive, Rustic Lane and Arlene Drive

Lift Station Upgrades to Mid City Corporation for the sum of \$501,825.00.

Trustee Hallquist asked if combining the bids creates a cost savings. Jenson said more companies are interested in larger projects, so it makes it more attractive to companies to bid. This is the first combining of projects that he has been a part of; it makes sense to him. Village Manager Bailey said this was budgeted for years ago. He said this is a need; it's not ideal when we have to run on generators.

All were in favor, **motion carried.**

7. Discussion and consideration to award the Progress Drive Sewer Relay Contract to Globe Contractors Inc. for the sum of \$833,556.25, contingent on WI DNR sewer permit approval

DPW Director Jenson attached a map to show where the sewer main is to be laid. Funding will come from the Quarry project. It will carry the capacity from the Westrock development. There is the option to pave just the trench or pave the entire road for an additional \$155,000. Jenson prefers to disturb the area businesses just once rather than twice for paving. Globe's subcontractor, Stark, will do the paving.

Motion (Truttschel/Wallschlager) to award the Progress Drive Sewer Relay Contract to Globe Contractors Inc. for the sum of \$833,556.25, contingent on WI DNR sewer permit approval. All were in favor, **motion carried.**

8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Manager or other Village Staff members.

DPW Director Jenson thanked the Chamber for recognizing DPW at the Kudos Awards. DPW is still looking for summer help, must be 18 years or older. April 8<sup>th</sup> the recycling center opens. April 14<sup>th</sup> is brush pick up.

Trustee Conner congratulated DPW for the Kudos recognition. Trustee Truttschel also congratulated DPW and thanked the Chamber for the event; he said DPW deserves the award and we are proud to have them as our DPW.

Village Manager Bailey said the new recreation director starts March 26; we have had positive feedback on our selection.

President Pfannerstill congratulated DPW for the Ovations Award they received from the Chamber for their extensive work on the Wall That Heals, it was a nice event. The election is

coming up April 1; in office absentee voting starts on March 18<sup>th</sup>. He encouraged residents to buy local and support local businesses.

9. Consideration of a motion to recess into closed session pursuant to State Statute §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a close session, specifically to review proposal(s) for the operation of the beer garden.

Motion (Conner/Truttschel) to convene into closed session. Roll call vote taken. All were in favor, **motion carried**. The closed session began at 7:48 pm.

10. Reconvene in open session, to take any action if necessary, with respect to the preceding closed session.

Motion to return to open session (Truttschel/Conner). All were in favor, motion carried. The Board returned to open session at 9:16 pm.

Motion (Conner/Truttschel) to have special closed session meeting on Sunday, March 16<sup>th</sup> at 1 pm at Village Hall. All were in favor, motion carried.

11. Adjournment.

Motion (Hallquist/Wallschlager) to adjourn. All were in favor, **motion carried**. Meeting adjourned at 9:18 pm.

Respectfully submitted,

Sandee Policello  
Village Clerk

**VILLAGE OF HARTLAND  
VILLAGE BOARD MINUTES  
SUNDAY, MARCH 16, 2024 · 1:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

President Pfannerstill called the meeting to order at 1:23 pm.

Present: President Pfannerstill, Trustees de Boer, Truttschel, Pfeiffer, Wallschlager, Conner, Hallquist

1. Consideration of a motion to recess into closed session pursuant to State Statute §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a close session, specifically to review proposal(s) for the operation of the beer garden.

Roll call vote was taken to convene into closed session pursuant to State Statute §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a close session, specifically to review proposal(s) for the operation of the beer garden. All were in favor, **motion carried.**

2. Motion to reconvene in open session, to take any action if necessary, with respect to the preceding closed session.

Motion (Pfeiffer/Wallschlager) to return to open session at 2:29 pm. All were in favor, **motion carried.**

Motion (Pfeiffer/Truttschel) that we move to negotiations with Beer Snobs for two years to operate the Beer Garden based on the proposal they submitted, with a usage fee of \$750/week and discuss it in closed session on March 24<sup>th</sup> with Beer Snobs. Vote: Aye – 6, Nay – 1 (Hallquist), **motion carried.**

3. Adjournment

Motion (Pfeiffer/de Boer) to adjourn. All were in favor, **motion carried.** Meeting adjourned at 2:34 pm.

Respectfully submitted,

Sandee Policello

Village Clerk

To: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: March 19, 2025

RE: Voucher List

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Attached is the voucher list for the  
March 24, 2025 Village Board Meeting

March 24, 2025 Checks: \$ 183,880.43

Total Amount of all Checks: \$ 183,880.43

**VILLAGE OF HARTLAND  
VOUCHER LIST - MARCH 24, 2025**

Account Descr	Search Name	Comments	Amount
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	DUES	\$408.00
G 403-31897 THREE LEAF QUARRY	RUEKERT & MIELKE	CONSTRUCTION ADMIN	\$1,038.32
			<u>\$1,446.32</u>
<b>AMBULANCE</b>			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	\$201.84
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	\$193.96
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	\$182.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$16.81
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$16.48
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$30.52
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$49.88
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$10.50
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$37.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$611.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	VARIOUS PHARMACEUTICALS	\$605.09
			<u>\$1,955.58</u>
<b>AMBULANCE</b>			
<b>CEMETERY</b>			
E 101-54910-365 BLDGS/GROUNDS MAINT EXPENSE	REARDON METAL FABRICATING	GRAVE MARKERS	\$1,176.00
			<u>\$1,176.00</u>
<b>CEMETERY PAVING - ANNEX UPPER</b>			
E 401-79175-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.13
			<u>\$1,919.13</u>
<b>CORPORATE RESERVE EXPENSES</b>			
E 402-59900-850 PARKS EXPENSE	POMPS TIRE SERVICE INC	TIRE AND RIM FOR GOLF CART	\$88.95
			<u>\$88.95</u>
<b>COTTONWOOD ALTERNATIVE</b>			
E 401-70630-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
			<u>\$1,919.12</u>
<b>DEBT SERVICE</b>			
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	CORPORATE PURPOSE BONDS	\$400.00
			<u>\$400.00</u>
<b>ECONOMIC DEVELOPMENT</b>			
E 804-56700-711 FAÇADE PROGRAM	WYLIE GROUP	FAÇADE GRANT	\$10,000.00

Account Descr	Search Name	Comments	Amount	
ECONOMIC DEVELOPMENT			\$10,000.00	
FINANCIAL ADMINISTRATION				
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$123.17
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$546.86
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$56.67
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	HPE POINTNEXT TECH CARE	\$999.67
FINANCIAL ADMINISTRATION			\$1,726.37	
FIRE PROTECTION				
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	MINITOR 5 BATTERY	\$129.75
E 101-52200-255	BLDGS/GROUNDS	BIEBELS TRUE VALUE	GLUE/ BULB	\$42.58
E 101-52200-255	BLDGS/GROUNDS	BIEBELS TRUE VALUE	CONNECTOR	\$35.95
E 101-52200-255	BLDGS/GROUNDS	BIEBELS TRUE VALUE	MARKERS	\$54.85
E 101-52200-255	BLDGS/GROUNDS	BIEBELS TRUE VALUE	CLAMP/ HOSE END	\$12.34
E 101-52200-255	BLDGS/GROUNDS	BIEBELS TRUE VALUE	SCRUB PAD/ DISHWAND REFILL	\$6.25
E 101-52200-360	VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	SS TEKS/ SS MS	\$133.90
E 101-52200-360	VEHICLE MAINT/EXPENSE	NORTH WOODS CHEMICAL CORP.	FOAM WASH	\$140.73
E 101-52200-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$37.50
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$531.00
E 101-52200-255	BLDGS/GROUNDS	TERMINIX	PEST CONTROL	\$78.72
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	THINLINE PSYCHOLOGICAL SERVICES	NEW HIRE EVALUATION	\$550.00
FIRE PROTECTION			\$1,753.57	
GENERAL ADMINISTRATION				
E 101-51400-395	COMMUNITY RELATIONS	FIVE STAR FIREWORKS INC	6/27/25 HOMETOWN FIREWORKS DEPOSIT	\$4,500.00
E 101-51400-210	LEGAL SERVICES	LAW OFFICE OF KIMBERLY KERSHEK	LEGAL SERVICES	\$1,200.00
E 101-51400-290	OUTSIDE SERVICES/CONTRACTS	METRO MUNICIPAL CLERKS ASSOC	SP 3/17/25 MEETING	\$15.00
E 101-51400-290	OUTSIDE SERVICES/CONTRACTS	METRO MUNICIPAL CLERKS ASSOC	DB 3/17/25 MEETING	\$15.00
E 101-51400-300	OPERATING SUPPLIES/EXPENSES	RESERVE ACCOUNT	POSTAGE REFILL	\$2,500.00
E 101-51400-210	LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$7,608.90
GENERAL ADMINISTRATION			\$15,838.90	
KESTREL WAY				
E 401-70625-290	OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
KESTREL WAY			\$1,919.12	
LAW ENFORCEMENT				
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	BATTERIES	\$26.84
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	DASH MEDICAL GLOVES	EXAM GLOVES	\$109.00
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	EXECU PRINT	BUSINESS CARDS AND NAME PLATE	\$48.50
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	FBI MILWAUKEE	SPRING SHOOT - T MISKO	\$20.00
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	GALLS	ONE STRYKE PANT	\$84.00

Account Descr	Search Name	Comments	Amount
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	TWO STRYKE PANTS	\$168.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	BLAUER SHIRT	\$85.36
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	GAS MASK	\$893.99
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	10 REAL TIME PHONE SEARCHES	\$159.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$225.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LAB DRAWS	\$236.34
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$178.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	UNIFORM ALLOWANCE	\$283.91
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	BOOTS	\$429.99
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	T-MOBILE	4 NEW PHONES	\$2,919.96
LAW ENFORCEMENT			\$5,868.39
LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	VARIOUS BOOKS	\$32.79
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	VARIOUS BOOKS	\$243.93
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	VARIOUS BOOKS	\$29.59
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$33.78
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$128.51
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$126.23
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$48.24
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$30.71
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$20.05
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$38.10
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$9.89
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$524.12
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$326.16
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$18.59
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$14.32
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$13.90
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$91.69
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$54.88
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$11.05
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$73.97
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$44.19
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$53.41
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$22.01
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$31.52
E 101-55110-310 BOOKS & MATERIALS	INGRAM LIBRARY SERVICES	VARIOUS BOOKS	\$22.40
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$187.50
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$50.00
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	VARIOUS PLAYAWAY AUDIOBOOKS	\$254.97
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	LIBRARY STAFF COPIER	\$186.96

Account Descr	Search Name	Comments	Amount
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	LIBRARY FLOOR COPIER	\$119.66
E 101-55110-255 BLDGS/GROUNDS	TERMINIX	PEST CONTROL	\$251.25
E 101-55110-255 BLDGS/GROUNDS	TERMINIX	PEST CONTROL	\$165.01
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	BOOKPAGE	\$316.80
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	LIBRARY CARDS/ MATERIALS	\$1,511.70
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	CAFÉ ANNUAL SUPPORT	\$23,546.00
LIBRARY			<u>\$28,633.88</u>
MISC SIDEWALK/CURB REPAIRS			
E 401-75010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
MISC SIDEWALK/CURB REPAIRS			<u>\$1,919.12</u>
MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIRS	\$187.50
MISC STORM SEWER REPAIR			<u>\$187.50</u>
MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	MAT SERVICES	\$254.24
E 101-51600-255 BLDGS/GROUNDS	NATIONAL BUSINESS FURNITURE	4' BENCH	\$2,026.50
E 101-51600-255 BLDGS/GROUNDS	TERMINIX	PEST CONTROL	\$79.90
MUNICIPAL BUILDING			<u>\$2,360.64</u>
PARK AVENUE			
E 401-70655-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
PARK AVENUE			<u>\$1,919.12</u>
PARK BUBBLERS			
E 401-76190-285 CONSTRUCTION COSTS	GLOBAL INDUSTRIAL	DRINKING FOUNTAIN	\$4,516.99
PARK BUBBLERS			<u>\$4,516.99</u>
PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BEACON ATHLETICS	BATTERIES FOR BR PANEL	\$1,678.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	LOCK SET PARTS	\$31.97
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	DOOR LOCK RETURN	-\$50.47
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	DOOR LOCK SET	\$50.47
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	PAINT FOR PICNIC TABLES	\$221.91
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	STEEL CLAW INDUSTRIAL COATINGS	POWDER COATING	\$600.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	TIMS AUTO PARTS	PAINT FOR NIXON EQUIPMENT	\$138.98
PARKS			<u>\$2,670.86</u>
PRAIRIE GRASS COURT			
E 401-70640-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
PRAIRIE GRASS COURT			<u>\$1,919.12</u>

Account Descr	Search Name	Comments	Amount	
PUBLIC WORKS				
E 101-53000-360	VEHICLE MAINT/EXPENSE	BADGER TRUCK CENTER INC	INSTALL BATTERY BRACKET/ LIGHT REPLACEMENT	\$159.54
E 101-53000-300	OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	INDUSTRIAL C BATTERY	\$23.52
E 101-53000-180	OTHER BENEFITS	BUCHHOLZ, AUSTIN	CLOTHING REIMBURSEMENT	\$143.22
E 101-53000-360	VEHICLE MAINT/EXPENSE	EH WOLF	DEPOSIT RETURN	-\$66.00
E 101-53000-360	VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD FUEL	\$1,667.94
E 101-53000-420	STORM SEWER	EXECU PRINT	ALUMINUM SIGNS/ EMERGENCY STICKERS/ LABELS	\$775.12
E 101-53000-365	BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	CORD ENDS	\$59.88
E 101-53000-365	BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	TOILET HANDLE	\$16.45
E 101-53000-300	OPERATING SUPPLIES/EXPENSES	HOME DEPOT	BREAKERS	\$62.39
E 101-53000-410	STREETS GEN MAINT	HOME DEPOT	TOOL BOX SIGNS	\$44.23
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$162.70
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	-\$607.50
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$162.70
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$196.71
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$221.11
E 101-53000-430	SNOW & ICE REMOVAL	KALUSCHE, LINDA	MAILBOX REPLACEMENT	\$75.00
E 101-53000-290	OUTSIDE SERVICES/CONTRACTS	LISBON CREEK SYSTEMS	FIRE MONITORING CELL	\$195.00
E 101-53000-360	VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	FILTERS/ ANTIFREEZE	\$482.07
E 101-53000-360	VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	VARIOUS FILTERS	\$93.48
E 101-53000-360	VEHICLE MAINT/EXPENSE	NORTH WOODS CHEMICAL CORP.	VARIOUS CLEANERS	\$691.92
E 101-53000-360	VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	VARIOUS TIRES	\$3,521.78
E 101-53000-360	VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	VARIOUS TIRES	\$1,128.60
E 101-53000-430	SNOW & ICE REMOVAL	SUPPLYZONE	WHITEOUT/ NITRO	\$159.98
E 101-53000-360	VEHICLE MAINT/EXPENSE	TIMS AUTO PARTS	DETAIL KIT/ CLAY	\$87.76
E 101-53000-420	STORM SEWER	WAUKESHA CTY TREASURER	STORM WATER EDUCATION	\$3,048.00
E 101-53000-300	OPERATING SUPPLIES/EXPENSES	WI SCRUB & SWEEP	FLOOR SCUBBER RENTAL	\$1,003.00
PUBLIC WORKS				\$13,508.60
RECREATION PROGRAMS/EVENTS				
E 101-55300-290	OUTSIDE SERVICES/CONTRACTS	EDGEWORTH, LINDSAY	SMART SITTER CLASSES	\$280.00
E 101-55300-300	OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	BINGO PRIZES	\$57.33
E 101-55300-290	OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	DRIBBLING CLASSES	\$2,032.00
E 101-55300-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$300.00
RECREATION PROGRAMS/EVENTS				\$2,669.33
RIVER GROVE LANE				
E 401-70645-290	OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
RIVER GROVE LANE				\$1,919.12
RIVER RESERVE DRIVE				
E 401-70600-290	OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12

Account Descr	Search Name	Comments	Amount
RIVER RESERVE DRIVE			\$1,919.12
SEWER SERVICE			
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	BIEBELS TRUE VALUE	PLUG/ NUTS AND BOLTS	\$22.15
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	BIEBELS TRUE VALUE	CATCH/ NUTS AND BOLTS	\$8.51
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$18.95
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	HPE POINTNEXT TECH CARE	\$999.66
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$150.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$56.67
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	PRICE ENGINEERING	CONNECTORS	\$20.01
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	DESIGN AND BIDDING	\$17,158.79
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS MAINTENANCE	\$1,851.50
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	MISC SANITARY SEWER REPAIRS	\$1,437.72
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	VISU-SEWER, INC.	CCTV INSPECTION OF 16" PIPE	\$1,732.50
SEWER SERVICE			\$23,456.46
STORM SWR CATCH BASIN REPAIR			
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC CATCH BASIN REPAIRS	\$221.50
STORM SWR CATCH BASIN REPAIR			\$221.50
STORM WATER MGMT PLAN			
E 401-74097-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	ANNUAL REPORT	\$1,725.42
STORM WATER MGMT PLAN			\$1,725.42
SWITCH GRASS COURT			
E 401-70635-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
SWITCH GRASS COURT			\$1,919.12
TIF FUND EXPENSES			
E 217-58300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGNS	\$17,114.93
TIF FUND EXPENSES			\$17,114.93
UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GRANT RESEARCH	\$839.75
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	RIGHT OF WAY VERIFICATION	\$3,354.25
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$2,895.25
UNBUDGETED			\$7,089.25
WATER UTILITY			
E 620-53700-651 MAINTENANCE OF MAINS	ACE REDI-MIX INC	SLURRY FOR WATER LEAK AT SAXONY CT	\$544.80
E 620-53700-651 MAINTENANCE OF MAINS	ACE REDI-MIX INC	SLURRY FOR WATER LEAK AT SAXONY CT	\$875.00
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	ORION/ BEACON SERVICES	\$1,490.13
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	CTW CORPORATION	GAS CHLORINATOR FOR WELL #3	\$2,389.00
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$47.38

Account Descr	Search Name	Comments	Amount
E 620-53700-652 MAINTENANCE OF SERVICES	FERGUSON WATERWORKS	CURB STOPS	\$402.51
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	HOME DEPOT	PARTS FOR CHLORINATOR	\$151.62
E 620-53700-651 MAINTENANCE OF MAINS	KIMBALL MIDWEST	TERMINALS/ VARIOUS HARDWARE	\$1,071.79
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING	\$87.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING	\$140.68
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING	\$116.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	QUARTERLY WATER SAMPLING	\$2,616.90
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	\$112.50
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	HPE POINTNEXT TECH CARE	\$999.67
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$56.66
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	IT/GIS ANALYST	\$375.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	STUDY WORK	\$5,581.75
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	GIS MAINTENANCE	\$1,851.50
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	MISC VALVE REPAIRS	\$849.93
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	MISC HYDRANT REPAIRS	\$112.50
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA SERVICE	\$250.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	TRI-COUNTY WATERWORKS ASSOC	C BHR REGISTRATON 8/14/25	\$30.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	TRI-COUNTY WATERWORKS ASSOC	L JUNBLUTH REGISTRATON 8/14/25	\$30.00
E 620-53700-631 WATER TREATMENT - CHEMICALS	USA BLUE BOOK	TESTING POWDER PILLOWS	\$97.46
WATER UTILITY			<u>\$20,279.78</u>
WESTLYNN COURT			
E 401-70650-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2025 PAVING PROGRAM	\$1,919.12
WESTLYNN COURT			<u>\$1,919.12</u>
			<u>\$183,880.43</u>



marked  
pick up

July 1, June 30,  
**2024-2026**

**APPLICATION FOR:**

**REGULAR OPERATOR LICENSE**  
To serve fermented malt beverages and intoxicating liquors  
License expires June 30, 2026

NEW APPLICANT (\$50)     RENEWAL APPLICANT (\$40)  
*(Not applicable after 8/31/24)*

Regular Operator License Only \$50.00

Renewal: \$40.00

Total Amount: 50.00

Date Paid: 3-14-25

Receipt No.: 202825

**PRINT the answers to the following questions fully and completely:**

Name Kay-Lynn Marie Jean Young  
(First, Middle, Last)

Date of Birth: 06-07-01 Driver's License No. and State

Address: 441 W. Park Ave Apt. 2

City, State, Zip: Waukesha, WI, 53186

Home Phone Number: 262-693-6335 Citizen of United States? Yes  No

How long have you lived at this address? 3 years

List all previous residences for the past 10 years: (City and State Only) Muskego, WI  
and Franklin, WI

Name of establishment where you will be serving/selling Malt Beverages and/or Intoxicating Liquors?  
Walgreens

CHECK ONE:

- I have held an operators, premises or managers license within the past two years (if in another Municipality other than the Village of Hartland, proof required) - No proof
- I have completed the "Responsible Beverage Server's Training Course" at WCTC or an On-Line Responsible Beverage Server's Training Course that is approved by the Wisconsin Department of Revenue. Certificate is required.
- I have enrolled in the "Responsible Beverage Server's Training Course" (Classes are held at Waukesha County Technical College). Copy of enrollment receipt is required.

H25002537

HAVE YOU EVER BEEN CONVICTED OF ANY ALCOHOL BEVERAGE RELATED OFFENSES, INCLUDING ANY OF THE FOLLOWING, AS A JUVENILE OR AN ADULT?

- 1. Illegal purchase, sale or providing of intoxicating liquor or beer? YES  NO
- 2. Violation of closing hours at a licensed premise? YES  NO
- 3. Any other violation of laws pertaining to alcoholic beverages? YES  NO
- 4. Disorderly conduct or criminal damage to property that occurred at a licensed establishment? YES  NO
- 5. Obstruction of a police officer while on a licensed premise for the sale of alcoholic beverages? YES  NO
- 6. Operating a motor vehicle while under the influence of alcohol or controlled substance or with a prohibited alcohol concentration (Wis. Stat. 346.63)? YES  NO
- 7. Operating a motor vehicle while under age 21 with a blood alcohol of more than .0% but not more than .1% (Wis. Stat. 346.63(2)(m))? YES  NO
- 8. Having alcohol beverages in your possession in a motor vehicle as a driver or a passenger (Wis. Stat. 346.935)? YES  NO

HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES  NO

DO YOU HAVE ANY CRIMINAL OR ORDINANCE CHARGES PRESENTLY PENDING AGAINST YOU? YES  NO

DO YOU PRESENTLY HAVE ANY OVERDUE OR OUTSTANDING FORFEITURES RESULTING FROM A VIOLATION OF AN ORDINANCE OF ANY COUNTY, CITY, VILLAGE, OR TOWN? YES  NO

If you have answered yes to any of the above questions, list the date, nature of offense and the location of the offense (City, County and State)

<u>Date</u>	<u>Nature of Offense</u>	<u>Location: City, County and State</u>
2022	Alcohol in possession in car	West Allis
(10/01/23)	(Intoxicant in Vehicle)	(Hales Corners)

↳ All questionations; Memory is foggy

Please list additional convictions or other pertinent information below:

**Approval by Municipal Authority**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory, and I have no objection.

Approved on 03/14/25 by [Signature] Title Police Chief  
 (Date) (Signature of Proper Local Official)

I hereby apply for a license to serve Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2), and 125.68(2) of the Wisconsin Statutes and all acts amendatory and supplementary of those sections, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license is granted to me.

The license shall, if issued, be from the date of its issuance to June 30, 2026, unless the license is revoked for cause by the Village Board prior to that date.

STATE OF WISCONSIN

WAUKESHA COUNTY

Kay-Lynn Young

(Please Print)

being first duly sworn on oath says that he/she is at least eighteen years of age, is of good moral character, and is the person who made and signed the foregoing application for an Operator's License; and that all the statements made by the applicant are true.

(Signature of Applicant)

Kay Lynn Young

IN THE EVENT THAT THE VILLAGE OF HARTLAND POLICE DEPARTMENT DECLARES ANY OBJECTION TO THE ISSUANCE OF THE LICENSE, THE APPLICANT SHALL DISCUSS THE ISSUE DIRECTLY WITH THE POLICE CHIEF.

**NOTICE:**

**TO ALL APPLICANTS FOR AN OPERATOR'S LICENSE:**

**If you have had a conviction for any alcohol related offense within the past 12 months, you should know that the Village Board policy has been to deny the application for an Operator's License until at least a 12-month period of time has elapsed since the conviction date of the offense.**

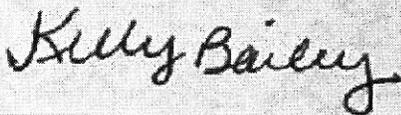
# Wisconsin Responsible Beverage Seller/Server Training

## KAY-LYNN YOUNG

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL191964

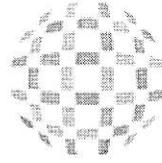
Date of Completion: 02/26/2025



Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613



*This certifies that*

**KAY-LYNN YOUNG**

*has completed*

**FY25 Sale of Alcoholic Beverages Policy**

*by Walgreens - Online*

**Date:** 3/5/2025

## **INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT**

AGREEMENT made this \_\_\_th day of February, 2025, (the “Effective Date”) by and between the DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION (the “Commission”), having offices at the address hereinafter stated; and MEDLINE INDUSTRIES, INC. (“Medline”), having offices as hereinafter stated.

### **WITNESSETH:**

WHEREAS, the Commission has been created pursuant to the provisions of Section 66.0301, Stats., for purposes of owning and operating a regional wastewater treatment facility and intercepting collection system serving a number of communities located in Waukesha County; and

WHEREAS, Medline owns and operates a manufacturing facility located at 700 North Shore Drive, Hartland, Wisconsin (the “Facility”); and

WHEREAS, the manufacturing operations conducted at the Facility entail the manufacture of shampoos, lotions, lube jelly, ultra sound gel, tablets, iodine solution, iodine gel, CHG solutions (herein the “Products”); and

WHEREAS, in connection with the manufacturing of such Products at the Facility, Medline generates “industrial wastewaters” as defined in the Commission’s Sewer Use and User Charge Ordinance (the “Ordinance”), but the Facility is not considered a "significant industrial user" as defined in the Ordinance based on its current industrial wastewater discharges; and

WHEREAS, the industrial wastewaters are discharged by Medline into the public sewerage system of the Village of Hartland (the “Village”), and transported to the wastewater treatment facility owned and operated by the Commission; and

WHEREAS, the Ordinance provides that any person seeking to make industrial wastewater discharges into the public sewer system obtain approval and authorization from the Commission as a condition precedent thereto; and

WHEREAS, the Commission and Medline have previously entered into an “Industrial Service Agreement Re: Wastewater Discharges,” dated November 16, 2021, (collectively the “Prior Agreement”); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2024, and

WHEREAS, Medline has requested that a new agreement replace the Prior Agreement and the Commission is willing to do so with the terms and conditions set forth herein.

WHEREAS, the Commission requires such person to enter into the terms and provisions of an Industrial Service Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals and Definitions. The recitals hereto are hereby incorporated by reference. Any capitalized terms set forth herein shall have the meanings assigned as set forth herein or in the Commission's Ordinance.

2. Term. The term of this Agreement shall commence upon the Effective Date; and shall expire December 31, 2029, (the "Expiration Date"), unless modified, extended or terminated in the manner hereinafter provided.

3. Authority and Restatement.

(a) This Agreement is being entered into pursuant to the provisions of Section 9.3 of the Ordinance; and nothing contained in this Agreement shall in any way be construed as a limitation upon any of the authority or powers of the Commission contained in the Ordinance or as provided for by applicable Wisconsin Statutes. In the event of any conflict between any term and provision of this Agreement and the terms of the Ordinance or Wisconsin law, the most restrictive provisions of all shall apply.

(b) This instrument supersedes and replacements in its entirety the Prior Agreement, effective as of the Effective Date of This Agreement; and shall apply to all wastewater discharges from the Facility made on and after said Effective Date and during the term of this Agreement.

4. Effluent Limitations and Monitoring Requirements.

(a) Definitions. All capitalized terms shall have the meanings set forth in the Commission's Ordinance in effect from time to time. In addition, the following terms shall have the following meanings:

- (i) POTW – shall mean the Commission's wastewater treatment facility located in Delafield, Wisconsin.
- (ii) Ordinance – shall mean the Commission's Sewer Use and User Charge Ordinance adopted November 20, 2012 and as amended from time to time.
- (iii) GM – shall mean the General Manager of the POTW as appointed by the Commission.
- (iv) Village Ordinance – shall mean the Village's Amended Local Sewer Use and User Charge Ordinance No. 786-10 adopted December 13, 2010 and as amended from time to time.
- (v) BOD (Biochemical Oxygen Demand) – shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees C. expressed in milligrams

per liter. BOD shall be determined in accordance with test method(s) as provided for in Chapter NR 219 of the Wis. Admin. Code.

- (b) Effluent Limitations. The following effluent limitations are hereby imposed relative to wastewater discharges from the Facility, to-wit:
  - (i) Duration and Compliance Date. During the period from the date of execution through the Expiration Date, Medline is authorized to discharge industrial wastewaters from the Facility into the Commission's Wastewater Facilities, pursuant to the provisions of this Agreement. Medline shall comply with the effluent limitations specified below, effective as of the date Effective Date.
  - (ii) No Exceedance of Limitations. Attached hereto, incorporated herein and marked as Schedule 1 are maximum daily limits of specified pollutants. The wastewater discharges from the Facility shall not exceed the said daily limits during the term of this Agreement, except as otherwise expressly provided for herein.
  - (iii) Compliance with Pretreatment Standards. During the term of this Agreement, Medline shall comply in all respects with the Pretreatment Standards established pursuant to Section 4(c) below. The effluent discharge from the Facility into Sampling Point 001 (described below) shall not exceed the pretreatment standards set forth herein.

(c) Pretreatment Standards. (i) The wastewater to be discharged from the factory portion of the Facility shall satisfy the following standards:

	<u>Industrial Wastewaters</u> ( <i>Sampling Point 001</i> )	<u>Domestic Wastewaters</u> ( <i>Sampling Point 002</i> )
<u>Volume:</u>	Not to exceed 10,000 gallons/calendar day (monthly average)	<u>Volume:</u> N/A
<u>Strength:</u>		<u>Strength:</u> N/A
	(i) BOD: Not to exceed 50 lbs. per calendar day (i.e. 600 mg/ℓ) (monthly average).	
	(ii) For additional Strength Parameters, see limits set forth in Schedule 1 attached hereto and incorporated herein.	

Monthly Average Concentrations shall be determined as the average of all applicable test results obtained during the calendar month by Medline or the Commission, as the case may be. All sampling shall be done on a day when there are representative wastewaters being discharged into the public sewers. In the event that both the Commission and Medline conduct applicable tests based on sampling, the test results of the Commission shall control, except where there is clear and convincing evidence that there is third party chain-of-custody and the sampling or testing by Medline was performed in accordance with appropriate standards and procedures. Where such third-party chain-of-custody and sampling exists, Medline sample result shall be averaged with the Commission's results. (ii) All Industrial Wastewaters shall be collected within the Facility and discharged into a single Building Sewer that discharges into Sampling Point 001 described in Section 10. All Domestic Wastewaters shall be collected within the Facility and discharged into a single and separate Building Sewer that discharges into Sampling Point 002.

(d) Plan of Operation. The current pretreatment process at the Facility is more particularly described in the "Systems Description and Plan of Operation" marked as Exhibit 4(e) and attached hereto (the "Plan"). Such Plan shall be implemented during the term of this Agreement. Medline shall make no material change in the Plan without first notifying the Commission and obtaining its prior written consent thereto. Medline shall repair and maintain all equipment described in the Plan, in good order and repair; and shall operate such equipment in accordance with the Plan. The Plan of Operation shall be reviewed and updated as necessary at the time of a permit renewal or modification.

(f) Fines. In the event the reports required under Section 10(a) hereof indicate that Medline has exceeded the limitations described on Schedule 1 or the standards established under Section 4(c), then in any such event(s), the GM may in his sole discretion, impose a fine of \$2,000 for each separate violation of the foregoing standards. All such fines shall be payable in full within 30 days after invoice; and if not so paid, shall bear interest commencing on the 31<sup>st</sup> day at 18.0% per annum until paid. This provision shall be effective as of the Effective Date.

(g) Product Change. In the event Medline shall decide to change its line of Products produced at the Facility by adding or removing specific pharmaceutical items, it shall first advise the Commission in writing, specifying the nature of the addition/removal to the Products. The notice shall advise the Commission (i) of the wastewater constituents associated with the additional/removed Product (ii) any change in the Plan necessary to accommodate the additional/removed Product; (iii) any change to the pretreatment process located at the Facility; and (iv) any change in the volume and strength of the wastewater discharges from the Facility.

5. Sample Analysis. Samples shall be taken and analyzed in accordance with the methods and procedures set forth in NR 218 and 219, Wis. Admin. Code. Samples shall be tested to determine whether or not the Industrial Wastewater Discharges are in current compliance with the limitation requirements of Section 4(c) above.

6. Monitoring Requirements. Medline shall provide and operate at its own expense, monitoring facilities to allow inspection, sampling and flow measurement of the Facility's sewer or internal drainage system. Specific requirements are outlined in Section 10 below. All monitoring shall be in current compliance with NR 218 and 219, Wis. Admin. Code.

7. Batch Discharges. Medline shall discharge the industrial wastewaters, following the pretreatment thereof in accordance with the Plan, in “batch” discharges only. No continuous discharge is permitted. Each “batch” shall be separately tested for purposes of determining compliance with the provisions of Section 4; provided however, that such batch discharges are averaged over the calendar month or day, as the case may be, for purposes of determining the pretreatment limits described in Section 4(c) above. Any batch discharge, once commenced, shall not be discontinued until the discharge is completed, unless an emergency requires otherwise. Medline shall keep records of each batch produced at the Facility containing the following information: (i) batch number; (ii) date of production; (iii) number of gallons in batch; (iv) start time and stop time of each batch discharge; and (v) the product(s) produced at the Facility to which the discharge relates. Such reports shall be submitted to the GM monthly.

8. pH Monitoring Requirements. Medline shall install and maintain a continuous monitoring pH probe that is connected to an automatic shut off; and such pH monitor shall be calibrated monthly. The monitor shall be connected to the recorder described in Section 10(c)(i) below and shall monitor the discharge of each batch of effluent from the process tank before the effluent is sent to the filter press. From the filter press the effluent moves to a filtrate tank where it is discharged into the sewer pipe leading to Sampling Point 001 (described below). Medline’s selection of any particular probe for purposes of the foregoing shall be subject to the GM’s prior approval.

9. Other Monitoring Requirements. Medline shall monitor and record the Facility’s effluent flow from the filtrate holding tank to the sanitary sewer on a permanent paper flow/chart recorder (described in Section 10(c)(i) below). All analyses shall be performed by a laboratory certified by the State of Wisconsin DNR through NR 149, Wis. Admin. Code.

10. Sampling, Testing and pH Monitoring.

(a) Monthly Compliance Reports. Effective October 1, 2014 and throughout this permit term, Medline shall submit to the GM periodic reports indicating the test results derived from the nature and concentration of pollutants in the effluent which are limited by this Agreement and by the pretreatment standards based on the monitoring requirements described above. The first report shall be made monthly; and contain the results of the testing (the “Short Test”) for the pollutants described on Schedule 1 attached hereto and incorporated herein, with the exception of (i) FO&G, (ii) HO & G and (iii) all of the metals identified on said Schedule 1. The Short Test shall be conducted and completed twice during each calendar month, once during the first week and the second during the third week of such calendar month. The second report shall be made bi-annually and contain the results of the testing (the “Long Test”) for the substances described on Schedule 1, plus (i) FO & G, (ii) HO & G and (iii) all of the metals set forth on Schedule 1. The Long Test shall be conducted once in January and once in July of each calendar year. All reports are to be filed with the GM no later than the tenth day of the calendar month following the calendar month wherein the Short and/or Long Tests were conducted. Notwithstanding anything to the contrary contained herein, the GM may require more frequent testing whenever he or she has reason to believe that increased frequency of testing is reasonably necessary in order to obtain greater information concerning wastewater discharge from the Facility.

(b) Locations. Sampling shall occur at the following locations:

(i) All sampling by Medline shall be done from the filtrate holding tank described in the Plan.

(ii) All sampling by the Commission and/or the Village may be done at Sampling Point 001 and/or 002 and/or the filtrate holding tank described in the Plan.

(c) Manholes. Two sampling manholes have been installed on the premises of the Facility. The manholes shall conform to the Commission's specifications for sampling manholes and shall be labeled Sample Points 001 and 002. The sampling manholes shall be readily accessible at all times by representatives of the Commission and the Village.

(i) The sampling and testing by Medline shall be recorded and all recorded information shall be printed on a paper chart recorder for a permanent record and shall be kept on hand for Commission and/or Village personnel to inspect at all times. All information shall be kept for a three-year period. All sampling and testing procedures shall follow NR 218 and NR 219 methods.

(ii) Sample Point 001 shall receive Industrial Wastewater discharges from the factory portion of the Facility; and Sample Point 002 shall receive Normal Domestic Strength Wastewater discharges from the office portion of the Facility.

(iii) Medline shall certify calibration of the flow recording and sampling device located in the filtration holding tank a minimum of once per year, or more frequently if more frequent calibration is undertaken in accordance with manufacturer's recommendations or the GM requests certification of such calibrations prior to the annual reporting or if required under other provisions of this Agreement. Absent a specific request by the GM, Medline shall submit these certifications to the Commission no later than September 30th of each year. Medline shall provide the results of all calibrations to the GM within 30 days after each calibration.

(iv) Sampling shall be conducted over a consecutive 24-hour period, and shall include a day of full facility production when regulated substances are likely to be present in maximum amounts and shall include all batch discharges for that period. Samples shall be flow-proportional composites taken over a complete operation day; and shall occur for every 100 gallons discharged during such 24-hour period. If the sample is not flow-proportional based, then it shall be based upon a minimum of four (4) grab samples taken at random times. There shall be sampling conducted on at least two (2) days within each calendar month. In addition, Medline shall, upon the direction of the GM, perform a full priority pollutant scan, including metals; and shall

report the results thereof to the GM whenever the GM has reason to believe that the discharges are not in compliance with the terms of this Agreement. Notwithstanding the foregoing, the GM may require more frequent sampling whenever the GM in the exercise of his/her reasonable discretion determines more frequent sampling is required to verify compliance with the effluent limits set forth in Section 4 or to determine appropriate user charges based on wastewater discharges from the Facility.

- (v) Medline shall provide a statement, reviewed and signed by an authorized representative of Medline and signed and certified by a qualified professional (defined for purposes of this Agreement as any licensed engineer or other individual possessing the requisite knowledge and skill to perform the task required) indicating whether or not the pretreatment discharge standards are being met on a consistent basis; and if not, what additional operation and maintenance (O&M) and/or additional pretreatment will be performed for Medline to meet applicable pretreatment standards.

(d) Commission Sampling. Notwithstanding anything to the contrary contained herein, the Commission may at any time and for any reason sample the wastewater discharges from the Facility. In the event the Commission does so, the Commission shall contact Medline prior to the sampling, allow Medline to observe the sampling and allow Medline to obtain split samples if it so desires.

(e) Monitoring and Reporting Requirements. Notwithstanding anything to the contrary contained in this Agreement, Medline shall satisfy the monitoring and reporting requirements of NR 211.15, Wis. Admin. Code, to the extent applicable to its Industrial Wastewater Discharges from the Facility. All monitoring shall report the limitations set forth in Section 4(c) above.

(f) DNR Monitoring/Sampling. In the event Medline is required by the Wisconsin Department of Natural Resources, or any other state or federal authority (herein collectively the "DNR") to test and report the volume and/or characteristics of the Industrial Wastewater Discharges from the Facility, then in such event(s) Medline shall contemporaneously provide to the GM copies of all reports as provided to the DNR, as and when done.

11. Reporting. Medline shall remit all third-party chain-of-custody reports and all sampling reports required under Section 10(a) to the GM within the time periods set forth therein.

12. Accidental Discharge Report. Medline shall notify the GM and the Village immediately upon any accidental or slug discharge to the sanitary sewer as outlined in the Commission's Ordinance or as required by applicable state or federal law. Formal written notification discussing circumstances and remedies shall be submitted to the GM and the Village within five (5) days of the notification. In addition, the following shall apply:

(a) Accidental discharges that contain pollutants that exceed the permitted limits described in Section 4 or exceed the limits or prohibitions set forth in the Ordinance shall be reported immediately to the GM and the Village.

(b) Accidental discharges that may cause permanent damage to the sewage collection or treatment system shall be reported immediately to the GM and to the Village. These discharges include, but are not limited to, pollutants that may cause a fire or explosion hazard in the collection system; pH of 6.0 or less or 9.0 or greater; any pollutant in a concentration that would increase the atmosphere in the collection system above the LC50 for human exposure; and any pollutant that will increase the concentration in the influent to the wastewater treatment plant enough to have a decrease in treatment efficiency.

(c) Medline shall notify the GM immediately at phone number (262) 646-4364; and shall notify the Village at on-call phone number (262) 844-8866. The notification shall include the name of the person making the call, the telephone number where said person can be reached, location of discharge, date and time thereof, type of waste, including concentration and volume and corrective action taken. The party making the call shall be available by phone for a minimum of thirty (30) minutes after the notification is made. This is so a representative of the Commission and/or the Village may contact Medline's representative for more information, if necessary.

(d) Within five days following an accidental discharge, Medline shall submit to the GM and the Village a detailed written report. The report shall specify:

- (i) Description of the upset, slug or accidental discharge, the cause thereof, and the impact on Medline's compliance status. The description should also include location of discharge, type of concentration and volume of waste.
- (ii) Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
- (iii) All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other conditions of noncompliance.

13. Report of Violations. If sampling as performed by Medline indicates a violation of any local, State or Federal pretreatment standard or any discharge standard set forth in Section 4(c) above, Medline shall notify the GM and the Village within 24 hours of becoming aware of the violation. Medline shall also repeat the sampling and analysis and submit the results of the repeated analysis to the GM within thirty (30) days after becoming aware of the violation.

14. Report of Intent to Change Discharge. Medline shall notify the Commission in advance of (i) any planned substantial change to the Facility's operations or system which might materially alter the nature, quality, or volume of its wastewater discharges from the Facility such that the standards set forth in Section 4(c) and (d) are no longer met or (ii) the discharge of any pollutant not identified in Section 4(c) or (iii) any material change to the Plan. The aforesaid

notification shall be given not less than thirty (30) days prior to the date of the anticipated discharge. In the event Medline increases either the volume or strength of its Industrial Wastewater discharges beyond the limits specified in Section 4(c) above, and such increase occurs for more than three (3) months in any consecutive six (6) month period, Medline shall be required to pay an additional Volume Connection Charge and/or Industrial BOD Discharge Fee as provided for in Section 42 below, unless the Commission, in its sole discretion determines otherwise. Further, a failure to so notify the Commission as required hereunder, may result in the Commission imposing a fine as provided for in the Ordinance.

15. Hazardous Waste Reports. Medline shall immediately report to the GM the discharges of hazardous wastes.

16. Accidental Spill Plan. Medline shall maintain, update, and implement its accidental spill prevention plan by submitting the priority pollutant compounds, if any, used; the method of disposal used instead of dumping, such as reclamation, contract hauling, or incineration; and procedures for assuring that priority pollutants, if any, do not routinely spill or leak into the wastewater.

17. Slug Prevention Plan. Medline shall maintain, update, and implement its slug prevention plan to eliminate slug discharge of pollutants into the sewer system, which could have an effect on the Commission's treatment plant, sludge, receiving stream or cause the Commission to violate its WPDES Permit.

18. General Certification Statement. Except as otherwise provided for in Section 10(c)(iv), all reports required by this Agreement shall be signed by a principal executive officer of Medline or his designee, and by the certified pretreatment operator, if such operator is required.

Any person signing the reports required by this Agreement shall make the following certification verbatim on all reports submitted:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

19. Reporting Address. All reports shall be submitted to the following address:

Delafield-Hartland WPCC  
416 Butler Drive  
Delafield, WI 53018  
Attn: General Manager

With a copy to: Village of Hartland  
210 Cottonwood Avenue  
Hartland, WI 53029  
Attn: Director of Public Works

Any communication to Medline shall be submitted to the following address:

Medline Industries, Inc.  
700 North Shore Drive  
Hartland, WI 53029  
Attn: David Shelver, Director of Manufacturing Operations

20. Standard Conditions.

(a) General Prohibitions.

(i) Compliance with rules. Medline shall not discharge waters to the public sewerage system except in compliance with Federal and State laws, the Ordinance, any Village Ordinance, and this Agreement. Without limiting the generality of the foregoing, Medline shall comply with the provisions of NR 211.10 et. seq. Wis. Admin. Code, to the extent applicable to its Industrial Wastewater Discharges.

(ii) Interference. Notwithstanding anything to the contrary contained in this Agreement, Medline shall not discharge any pollutant to the public sewerage system in a quantity or concentration that, alone or in conjunction with other discharges:

a. Inhibits or disrupts the wastewater collection and/or treatment system or its sludge processes; and

b. Is a cause of violation of the Commission's WPDES Permit or increases the magnitude and duration of a violation; or prevents the use or disposal of sewage sludge in compliance with any applicable local, State or Federal statutes, ordinances, regulations, permits, or the requirements of the sludge disposal plan of the Commission.

(iii) Pass through. Medline shall not discharge to a public sewerage system any pollutant in a quantity or concentration that, alone or in conjunction with other discharges, is a cause of a discharge from the public sewerage system to waters of the State that violates the Commission's WPDES Permit or increases the magnitude or duration of a violation or causes toxicity of the POTW effluent being discharged by the Commission at its POTW.

- (iv) Unpolluted water. Medline shall not discharge or cause to be discharged any storm water, foundation drain water, groundwater, roof runoff, surface drainage, cooling waters, or any other unpolluted water to any public sanitary sewer.

21. Prohibited Discharge Standards. Medline shall not discharge to the public sanitary sewerage system:

(a) Any liquids, solids, or gases that result in toxic gases, vapors or fumes within the public sanitary sewerage system or the POTW in quantities that may cause acute worker or public health and safety problems, or be hazardous in any other way to the operation of the POTW or its employees or the environment.

(b) Any liquids solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be hazardous in any other way to the POTW or to the operation of the POTW. At no time shall the waste stream have a closed cup flash point of less than 150° Fahrenheit (65° Centigrade) using the Pensky-Martens Close Cup Test method. (Examples include, but are not limited to: cyanide, gasoline, kerosene, benzene, toluene, alcohols, polychlorinated biphenyls, and stoddard solvents.)

(c) Solid or viscous pollutants in amounts which will cause or contribute to obstruction to the flow in the public sewerage system or the POTW resulting in interference with the operation of the collection system or the wastewater treatment facilities, including, but not limited to: grease, garbage with particles greater than one-half inch (1/2”) in any dimension, any animal waste, animal guts or tissue, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, glass grindings, polishing wastes, or tumbling and deburring stones, any pretreatment sludge or residues or other inert solids or other materials not amenable to treatment by the POTW.

(d) Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that cause pass-through or interference but no greater than 25 mg/l.

(e) Any wastewater which will cause corrosive structural damage to the public sewerage system or POTW, but in no case wastewater having a pH less than six (6.0) or greater than nine (9.0).

(f) Any wastewater containing incompatible pollutants in sufficient quantity, either singly or by interaction with other pollutants, that would constitute a hazard to humans or animals, or cause a violation of the water quality standards of the receiving water of the POTW, or create a public nuisance or cause damage to the environment.

(g) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastewaters are sufficient to create a public nuisance or are sufficient to prevent entry into the public sewerage system for their maintenance and repair.

(h) In no case shall a substance be discharged to the POTW that causes the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Clean Water Act. Substances discharged to the POTW shall not affect sludge use or disposal criteria developed pursuant to the RCRA, SWDA, the Clean Water Act, the Toxic Substances Control Act, or any other applicable federal law, or pursuant to the Wisconsin Administrative Code or other requirements applicable to the sludge management plan being used.

(i) Any substance which will cause the POTW to violate its WPDES Permit or the receiving water quality standards or cause toxicity of the POTW effluent.

(j) Any wastewater having a temperature at the point of discharge which will inhibit or contribute to the inhibition of biological activity in the POTW, resulting in interference. In no instance shall wastewater be introduced to the sewer system which exceeds 40°C (104°F) at the POTW or 65°C (150°F) at the point of discharge.

(k) Any wastewater containing any pollutants released at a flow or concentration which will cause or contribute to interference to the POTW or will pass through the POTW or constitutes a slug.

(l) Any wastewater containing any radioactive waste or isotopes of such half-life or concentration as may exceed limits established by State or Federal regulations, or interfere with the chosen sludge disposal option. No water or wastewater containing more than 2 pCi of radium 226 shall be discharged into the Commission's sewer system except as modified per the special conditions of this permit.

(m) Any wastewater which may contain more than 100 mg/1 of fat, oil, grease (FOG).

(n) Any wastewater containing BOD, total solids, or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the POTW, except as authorized in Section 4(c) and (d) above.

(o) Ammonia nitrogen in amounts that would cause a violation of the water quality standards of the receiving waters of the POTW.

(p) Any discharge exceeding the standards established in Federal Regulation, Wisconsin Administrative Code, the Ordinance, any Village Ordinance or this Agreement.

(q) Any trucked or hauled pollutants, unless at points designated and approved by the POTW in this Agreement.

(r) Any slug discharges.

(s) Any pesticides, herbicides or carcinogens.

(t) Any listed or characteristic hazardous waste.

(u) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

(v) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW or its effluent.

(w) Medical wastes, except as specifically authorized by the GM.

(x) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes, printers' ink and vegetable tanning solutions, which consequently imparts color to the treatment plant's influent or effluent.

(y) Used motor vehicle anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, oil-based paint, latex paint which contains any mercury, paint thinner, paint or varnish remover or any other solvents.

(z) To the extent applicable, the affirmative defense set forth in 40 CFR 403.5(a)(2) may be available to any industrial user in the context of any enforcement proceeding commenced by the Commission.

(aa) Any pollutants that exceed the limitations set forth on Schedule 1 and Section 4(c) hereof, except as otherwise expressly provided for herein.

22. Duty to Mitigate. Medline shall take all reasonable actions necessary to minimize and correct any adverse impacts to the sewerage system or the environment resulting from noncompliance with this Agreement.

23. Inspection and Right of Entry. Persons or occupants of the Facility shall allow the Commission, the Village, the DNR, the EPA or their representatives ready access upon presentation of credentials, at all reasonable times, to all parts of the Facility for the purposes of inspection, sampling, examination of and photocopying of records required to be kept by this Agreement.

24. Records Retention.

(a) Medline shall retain and preserve for not less than three (3) years, any record, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or on behalf of Medline in connection with its discharge.

(b) All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the Commission shall be retained and preserved by Medline until all enforcement activities and all periods of limitation with respect to any and all appeals have expired.

25. Confidential Information. Except for data determined to be confidential under the Ordinance, all reports required by this Agreement shall be available for public inspection at the Commission Office.

26. Recording of Results. For each measurement or sample taken pursuant to the requirements of this Agreement, Medline shall use appropriate report formats and traceable delivery methods (i.e. email, etc.) when submitting required reports to the GM and shall retain copies of the reports submitted, date delivered and the delivery method used. The GM shall have the right to require Medline to use specified reporting forms, if he so elects.

27. Dilution. Medline shall not increase the use of water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with limitations contained in this Agreement.

28. Pretreatment Facilities Requirements. Except as otherwise provided for in this Agreement, Medline shall provide necessary wastewater treatment as required to comply with the most stringent requirements of the Ordinance, the Village Ordinance or Federal pretreatment standards, as established by 40 CFR Chapter N, Subpart I, Wisconsin Administrative Code standards and any permit conditions. Medline shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations specified by Federal pretreatment regulations, and with any other pretreatment standard by applicable deadlines.

29. Material Removed from Pretreatment Facilities. Storage, handling, disposal and transportation of materials, if any, removed from pretreatment facilities shall be done according to all applicable Federal, State and local regulations that pertain to the type and/or class of waste generated. This material shall not be discharged to the sewerage system.

30. Statement of Penalties. Medline agrees that any violation of the terms or provisions of this Agreement may result in the Commission imposing the fines, forfeitures and penalties provided for in the Ordinance, as well as the Commission enforcing the terms hereof as provided for therein.

31. Termination of Agreement. This Agreement may be terminated (i) when, after inspection, monitoring or analysis, the Commission determines that the discharge of wastewater to the sanitary sewer is in violation of Federal, State or local laws, or the Ordinance, or (ii) Medline has otherwise defaulted under the terms and provisions of this Agreement or the Ordinance; provided however, that if a notice of default is required to be given by the terms of this Agreement or the Ordinance, such notice has been given and all applicable cure periods have expired with no cure being obtained. Additionally, falsification or intentional misrepresentation of data or statements or any required reporting forms shall be cause for termination. In the event of any such discharge or default for which applicable cure periods have expired, this Agreement may be summarily terminated by the Commission. Any administrative decision made by the GM which is the basis for a termination of this Agreement shall be subject to the right of Medline to appeal under Section 13.12 of the Ordinance.

32. Limitation of Transfer of Agreement. This Agreement is entered into with Medline for the process activity specified herein with respect to Products. Medline shall not assign or transfer its rights and obligations under this Agreement in whole or in part at any time, without the prior written consent of the GM. If such assignment is consented to, the said assignee shall assume the obligations of Medline pursuant to this Agreement, including those then existing and that may arise thereafter. The GM may require such assignee to execute such agreements of assumption as

may be reasonably required to effectuate the foregoing. Medline shall promptly inform the GM, in writing, prior to any such assignment.

33. Falsifying Information or Tampering with Monitoring Equipment. Knowingly making any false statement on any report or other document required by this Agreement or knowingly rendering any monitoring device or method inaccurate may result in fines levied pursuant to the Ordinance.

34. Modification or Revision of the Agreement.

(a) The terms and conditions of this Agreement may be subject to modification by the Commission at any time hereafter in the event the Industrial Wastewater discharges from the Facility (i) contain pollutants not identified in Section 4(c) or (ii) no longer meet the pretreatment standards and limitations set forth in Section 4(c), as may be modified from time to time pursuant to Section 4(d).

(b) The terms and conditions may be modified by the Commission as a result of EPA or DNR promulgating a new Federal or State pretreatment standard; or as necessary to ensure that the Commission is in current compliance with its discharge limitations/requirements under state and federal laws.

35. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby.

36. No Property Rights. This Agreement is revocable by the Commission summarily for violation of any term or provision hereof. By entering into the Agreement, Medline does not acquire any vested right or privilege, be it proprietary or otherwise, simply because of being a party to this Agreement.

37. Bypass. A "Bypass" is prohibited.

38. Ordinance. During the term of this Agreement, Medline shall comply in all respects with the Ordinance, the provisions of which are incorporated by reference.

39. Renewal/Annual Fees.

(a) In order for the term of this Agreement to be renewed, following its stated Expiration Date, Medline shall submit an application for renewal not less than ninety (90) days prior to the Expiration Date of the initial term of this Agreement or expiration of any renewal term hereof; unless this requirement for a renewal application is waived by the Commission in writing, or unless Medline provides a notification that its Industrial Wastewater discharge is ceasing. As a condition precedent to any renewal, Medline shall perform a full priority pollutant scan, including metals, of the Industrial Wastewaters Discharges from the Facility, based upon sampling taken in accordance with the provisions of Section 10 above, during the period not more than one hundred eighty (180) days nor less than ninety (90) days prior to expiration of the initial term or any renewal

term, as the case may be. The results of such scan shall be submitted with the application to the Commission.

(b) Upon receipt of the renewal application, the annual administrative fee and the results of the full priority pollutant scan, the Commission may in its sole discretion, elect to renew the term of this Agreement for an additional one (1) year term or longer, upon the same terms and conditions contained herein or any additional terms and conditions the Commission may require.

(c) Medline shall pay an initial fee of \$1000 upon execution hereof and an annual administrative fee of \$1000 for each year of the renewal term, to cover administrative expenses incurred by the Commission. The annual administrative fee may be changed from time to time as provided for in the Ordinance.

(d) In submitting the application described in (a) above, Medline may request an increase in its wastewater discharges beyond the limits established in Sections 4(c) and (d) above, and may seek to have other terms of this Agreement modified as part of the renewal process, which requests shall be considered in the discretion of the Commission.

(e) In the event Medline has added or removed any Products pursuant to Section 4(g), then notwithstanding anything to the contrary contained herein, the term of this Agreement shall not be extended beyond the expiration of twelve (12) consecutive calendar months following the effective date of such addition/removal of Products.

40. Additional Fees.

(a) In addition to all fees (initial and annual) Medline shall pay or otherwise reimburse the Commission for such additional charges and fees, which may include fees for but not limited to, monitoring, inspection, sampling and surveillance, as well as any other industry specific fees the Commission may deem necessary to carry out the requirements of the Ordinance.

(b) Medline shall reimburse the Commission for the total amount of attorneys' fees and costs incurred by it in negotiating and drafting this Agreement or subsequent renewals of this Agreement.

41. Conflict. Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede or replace the Ordinance in any manner; and any conflict between the terms and provisions of this Agreement and such Ordinance shall be resolved in favor of the most restrictive provision. In the event the Ordinance is subsequently amended or modified, then all terms and conditions of this Agreement relative thereto shall be correspondingly amended and modified.

42. Charges and Fees.

(a) DUE Determination. The DUE determination consists of two parts:

- (i) Volume Connection Charges. For purposes of determining Volume Connection Charges pursuant to the Commission’s Ordinance, the parties agree that the wastewater discharges from the factory portion of the Facility as allocated pursuant to Section 4(c) equate to 49.00 DUEs, which equates to wastewater discharges of 10,000 gallons of volume per day. In the event the wastewater discharges should increase as provided for in Section 14 above, additional Volume Connection Charges shall be assigned and invoiced by the Commission in recognition of such additional volume discharge. Such additional Connection Charges shall be determined in accordance with the Ordinance; and all procedures set forth therein shall be followed. Medline acknowledges that for purposes of its User Charges, the number of volume DUEs is determined by flow and is variable each month.
  
- (ii) Industrial BOD Discharge Fees. For the purposes of determining Industrial BOD Discharge Fees pursuant to the Ordinance, the parties agree that the wastewater discharges from the Facility as allocated to Section 4(c) are 50 pounds of Industrial BOD Discharges. In the event the wastewater discharges should increase as provided for in Section 14 above, then additional Industrial BOD Discharge Fees shall be assigned and invoiced by the Commission in Recognition of such additional Industrial BOD Discharge. Medline acknowledges that for purposes of its Industrial BOD Discharge Fee, the number of BOD pounds is determined by flow and its strength concentrations and is variable each month.

(b) Village User Charge. Medline shall pay to the Village the appropriate sewer user charge provided for in the Village Ordinances. Such user charges may be changed from time to time by the Village.

(c) Commission User Surcharge. Medline shall pay directly to the Commission the following rates of user surcharge for the following constituents in the wastewaters discharged from the Facility.

<u>Constituent</u>	<u>User Surcharge</u>
For BOD (>200 mg/l)	\$0.388/lb. per day
For Suspended Solids (in excess of 250 mg/l)	\$0.400/lb. per day
For Phosphorous (in excess of 6 mg/l)	\$3.577/lb. per day

Payments shall be made to the Commission within thirty (30) days of the date of invoice. Invoices for user surcharges will be sent out quarterly by the Commission. Payments shall cover a quarter or three (3) month period of time. Any payment not made when due, shall bear interest at the rate of 18.0% per annum from the due date until paid. User surcharges shall be based on the testing and monitoring results obtained pursuant to Section 10 above. The monthly average of the foregoing constituents as reported pursuant to Section 4(c) and 10(a) shall be used for purposes of

determining the daily surcharge of constituents. The foregoing user surcharges and interest rate may be changed annually by the Commission in accordance with the terms of the Ordinance.

(d) Volume Connection Charges. As of November 19, 2024, Medline has been assigned Volume Connection Charges for a total of 54.50 DUEs. See Addendum A, attached hereto and incorporated herein. Of this sum, 49.00 DUEs have been allocated exclusively for factory wastewater discharges of 10,000 gallons of volume per day. The foregoing reflects an increase in the total number of DUEs allocated to Medline pursuant to the Prior Agreement, which increase is due to increased wastewater flows and strengths from the Facility. In the event the wastewater discharges increase as provided for in Sections 4(d) and 14 above, additional Volume Connection Charges shall be paid based upon any additional volume DUEs assigned by the Commission and in an amount determined by application of the Ordinance and the Village ordinances in effect from time to time. In the event of any reduction in wastewater discharges at the Facility, howsoever caused, the Commission and Village have no obligation to refund any Volume Connection Charge previously paid.

(e) Industrial BOD Discharge Fees. Medline has been assigned Industrial BOD Discharge Fees for a total of 50 pounds of Industrial BOD Discharge per day. The Industrial BOD Discharge Fee is in recognition that the Industrial BOD Wastewater discharges from the Facility are of such strength that it uses an increased amount of the design capacity of the POTW over residential use. In the event Medline increases its discharge of wastewaters and/or constituents as provided for in Sections 4(d) and 14 above, Medline shall pay additional Industrial BOD Industrial Discharge Fees in such amounts as may be determined by the Commission. In the event of any reduction in wastewater constituents at the Facility, howsoever caused, the Commission and the Village have no obligation to refund any Industrial BOD Discharge Fees previously paid.

(f) Automatic Assessment of Additional Connection Charges. For purposes of Sections 4(d) and 14 above, and notwithstanding anything to the contrary contained therein, in the event the reports required to be prepared and filed pursuant to Section 10(a) above indicate that the monthly average for the three-month period of any calendar quarter of industrial wastewater discharges from the Facility exceed the volume limitations set forth in Section 4(c) and/or the BOD limitations set forth in Section 4(c), then in any such events the following shall occur:

- (i) Medline shall pay a fine equal to \$2,000 for failure to provide the notice required under Sections 4(d) and 14 above; and
- (ii) Medline shall pay additional Volume Connection Charges and/or Industrial BOD Discharge Fees as provided for in Sections 42(d) and (e) above.

The Commission shall invoice Medline for any sums due under this Section 42(f) and all such sums shall be due and payable in full within 30 days after date of invoice.

(g) Collection Matters. If any payment is not received by the Commission on or prior to its due date, then it shall bear a late payment charge equal to 5% of the amount of the invoice therefore. If such User Charge, Connection Charge or User Surcharge or Industrial Discharge Fee remains unpaid and outstanding for a period of thirty (30) days after the date of invoice, then such unpaid sums shall bear interest at the rate of 18% per annum from date of invoice

until paid. Further, the Commission is authorized and directed to cause any unpaid fees, charges, or interest outstanding beyond thirty (30) days to be placed upon the tax rolls of the Village and imposed as a delinquent tax in the same manner as all other delinquent sewer and water charges are; and Medline waives any right to contest the same. In the event the Commission determines to collect any sums due it hereunder, then in such event, Medline shall reimburse the Commission for all such collection costs so incurred, including but not limited to reasonable attorneys' fees. The foregoing late payment charges and interest rate may be changed annually by the Commission in accordance with user charge adjustments, all as provided for in the Ordinance.

43. Nondiscrimination. The Commission agrees that it will not, during the term of this Agreement, offer or provide sewerage services to any other similarly situated user on terms and conditions or at rates which are more favorable than those contained in this Agreement without first offering such terms to Medline. The Commission operates the POTW as a utility for the benefit of all users. The Commission intends to, and its presently adopted Sewer Use and User Charge Ordinances do, treat similarly situated users on the same basis.

44. Default and Dispute Resolution. A dispute or controversy between Medline and the Commission shall be resolved in accordance with this Section as follows:

(a) Ordinance Violation. Any violation of the Ordinance by Medline shall be subject to the terms and provisions thereof; and nothing contained herein shall be construed as limiting the authority of the Commission to enforce the terms thereof. Any default by Medline under the Ordinance or its application shall be resolved as provided for in the Ordinance or as provided for in Section 66.0821(5), Wis. Stats.

(b) Monetary Defaults. In the event of any default involving the payment of monies for sewer service user charges, user surcharges, annual administrative fees, Volume Connection Charges, Industrial BOD Discharge Fees, fines, penalties, interest, or other sums, Medline shall, as a condition precedent to any dispute resolution procedure, pay all such amounts as and when due. The failure to do so shall preclude Medline from any remedy seeking the resolution of any dispute associated therewith. Monetary disputes by Medline shall be resolved as provided for in the Ordinance or in Section 66.0821(5), Wis. Stats. All sums due under this Agreement shall be paid as and when due; and the failure to so pay is not subject to any further notice or opportunity to cure requirements.

(c) Default Under this Agreement. In the event Medline should default under any term or provision of this Agreement, which is not covered under (a) or (b) above, then in such event, the Commission shall give written notice of default to Medline in the manner provided for in the Ordinance. Medline shall then have a period of twenty (20) days thereafter within which to cure the default. If not so cured, then the Commission may elect to terminate this Agreement at the expiration of the 20-day period. Further, the Commission may impose a \$2,000 fine upon Medline for each violation specified in the notice of default. Each day the violation continues shall be considered a separate violation for purposes of determining the total fine. Fines shall be collected in the manner provided for in the Ordinance

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Passed and Adopted: March 18, 2025

Votes: \_\_\_\_\_ Ayes \_\_\_\_\_ Nays

DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION

By: \_\_\_\_\_  
Name: Rob Minnema  
Title: General Manager

Attest: \_\_\_\_\_  
Name: Ericka Buchberger  
Title: Finance Director/Treasurer

MEDLINE INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: David Shelver  
Title: Director of Manufacturing

CONSENT OF VILLAGE

The Village of Hartland does hereby consent to the foregoing Industrial Discharge Agreement.

Date: \_\_\_\_\_, 2025

VILLAGE OF HARTLAND

By: \_\_\_\_\_  
Name: Jeffrey Pfannerstill  
Title: Village President

Attest: \_\_\_\_\_  
Name: Sandee Policello  
Title: Village Clerk

**TABLE OF EXHIBITS AND ATTACHMENTS**

<b>Exhibit 4(e)</b>	<b>Medline Industries, Inc. Plan of Operation</b>
<b>Schedule 1</b>	<b>Pollutant Parameters Daily Maximum Limits</b>
<b>Addendum A</b>	<b>Connection Charges and Industrial Discharge Fees Assigned/Paid as of 12/31/2024</b>



Medline Industries, LP  
700 W. North Shore Dr.  
Hartland, WI 53029

To: Rob Minema  
General Manager  
Delafield-Hartland Water Pollution Control Commission

Date: 14 January 2025

Re: Plan Of Operation

The Medline Industries, LP Hartland, WI facility compounds an array of solutions and packages various medical devices, drugs, and over-the-counter goods for the healthcare industry. Water supplied from the local Village of Hartland is further purified for use in the manufacturing process to create compounded solutions in finished products. The purified water is also used to clean and sanitize manufacturing mixing/hold tanks, piping, mixing equipment, and production packaging equipment. The process of purifying incoming water and cleaning and sanitizing manufacturing equipment produces “wastewater” discharge as a byproduct. The Medline Hartland facility continuously monitors and manages the wastewater discharge to meet all state and local requirements.

The wastewater treatment equipment is manufactured by Beckart Environmental, Inc. and originally installed in June 2007 at the Hartland facility by prior building operator and owner. The system can separate water-based waste into two disposable waste products. The first product is a clear water stream and the second is a dry cake consisting of approximately 50% (by weight) waste solids. The core components of the Beckart system consist of the following: an equalization (collection) tank, a chemical treatment tank, a coagulant storage/metering assembly, a polymer storage/metering assembly, pH adjustment (lime) storage/metering assembly, sodium meta bisulfite storage/metering assembly, equalization transfer pump, recirculation/sludge transfer pump assembly, filter press, filtrate (clear water) holding tank, a filtrate pump, and diatomaceous earth slurry tank with recirculation pump and a programmable logic controller.

The Beckart Environmental Batch Filter Press Wastewater Treatment System operates in the following manner to produce water waste products that can be disposed to the sanitary sewer and a solid waste product that can be disposed of in a landfill. Wastewater from the manufacturing process is controlled by the process wastewater drain system and transferred to the equalization tank. An operator initiates the transfer of a volume of wastewater from the equalization tank to the chemical treatment tank whenever there is sufficient wastewater in



the equalization tank and the operator has cleared the previous treatment cycle. If needed, by operator determination, the equalization tank can be agitated by an air diffusion bed from the bottom of the tank. The treatment tank mixer and recirculation/transfer pump is activated during the water transfer from the equalization to the treatment tank. The Programmable Logic Controller (PLC) controlled chemical treatment process begins with the addition of clay, which is used to aid in settling solids quickly and efficiently. After the clay addition begins, the coagulant addition will start which assists in creating particulates and treating dissolved constituents in the wastewater. The pH controller then adjusts the pH to specification by adding lime or citric acid solution as necessary. If needed, sodium meta bisulfite is added to reduce the iodine in the wastewater. The last step in the chemical treatment process is the addition of polymer which creates larger particles to help the settling of solids that have been created for filtration. After the chemical treatment process is complete and a time delay for settling of the solids has occurred, the operator can transfer the contents of the chemical treatment tank to the filter press. This transfer occurs in two phases:

Phase One is a dewatering phase where parts of the treatment tank are cycled to remove the clear water (water that is above the sludge level) by pumping it through the sludge pump to the filter press. In Phase Two, as the decant valve closes (simultaneously as the bottom valve opens), the operator will engage the air pressure to the sludge transfer pump to obtain the optimal fluid flow rate through the filter press to capture the flock particles onto the filter clothes during the initial formation of the filter cake.

After the initial filter cake layer has been formed on the filter cloths, the operator will increase the pump pressure to minimize the time required to process a batch of treated wastewater. The treated water will flow through, forming the filter cake, pass through the filter cloth, and will be collected in the filtrate holding tank. The filtrate holding tank has level control assemblies, and when the level of water reaches a specified level, the operator will start a centrifugal transfer pump to transfer the water from the filtrate holding tank, through an electromagnetic flow meter and a pH probe assembly then discharges into a sanitary sewer connection. A wheel chart records each discharge cycle, noting the time, pH, and total gallons of each cycle. The pH meter is connected to the chart recorder and functions with the PLC. In the event the pH of the filtrate discharge water falls or rises beyond the set points programmed into the PLC, the PLC halts the discharge by stopping the transfer sludge pump and prevents the centrifugal pump from operating until the out of parameter pH condition is corrected.



After the flock is settled at the bottom of treatment tank, and all pH levels are verified, the decant valve is opened to allow filtered and treated water to discharge to the municipal waste drain. Filter press blowdowns occur twice per week. Treated flock is pumped to waste holding tanks until tank capacity reaches 3,500 gallons, at that time a non-hazardous waste pick up is scheduled. A waste pump-truck then receives waste following established procedures.

The future proposed plan is to install conductivity monitors that are responsible for controlling divert valves on water system reverse osmosis (RO) unit concentrate discharge piping and water softener regeneration wastewater piping. Since there is a known, direct relationship between conductivity and chloride concentration, conductivity monitor readings can be used to read the chloride concentration in real-time of each wastewater stream and automatically control the location which it will be diverted to. The adjustable setpoint on the conductivity monitors will allow Medline personnel the ability to control the limits of chloride concentration that will be sent to each final location. The final location for all RO concentrate is currently the infiltration basin on the East side of the Medline Hartland facility. The final location for all softener regeneration wastewater is currently Medline Hartland's wastewater treatment. Through use of the monitors and divert valves, these waste streams will be split between three (3) locations: infiltration basin, Medline Hartland's wastewater treatment, which is discharged to Delafield Hartland Water Pollution Control Commission (DHWPC), and Medline Hartland's waste tanks, which are discharged to trucks that haul the wastewater from the facility.

RO concentrate and water softener regeneration wastewater containing the lowest concentration of chlorides, (State of Wisconsin Department of Natural Resources (DNR) limit of <250 mg/L), will be sent to the infiltration basin. RO concentrate with a higher concentration of chlorides above the DNR limit, yet low enough concentration to stay within the DHWPC's limit of 500 mg/L, will be sent to Medline's wastewater treatment. The highest concentrated chlorides from ROs and softener regeneration that cannot be sent to either the infiltration basin or the DHWPC will be diverted to Medline's waste tanks.

Following the installation of a new RO Unit for Water System 1 (WS1), one monitor/divert valve will be installed on the concentrate discharge piping in Room 1300 that will divert this waste stream between the infiltration basin and either wastewater treatment or the waste tanks. A second monitor/divert valve will be installed downstream in Room 1600 on the piping heading towards wastewater treatment or waste tanks that will split the concentrate between these two locations, depending on the chloride concentration. No monitor/divert valve will be installed



on the concentrate discharge piping of the older, existing RO unit as there is not enough fluctuation in conductivity/chloride concentration to warrant the use of this equipment for this application. A manually operated ball valve will instead be installed on the concentrate line of the existing RO in Room 2400 that will allow this waste stream to either be diverted entirely to the infiltration basin or wastewater treatment. One monitor/divert valve will be installed in Room 2100 on the WS1 water softener regeneration discharge piping that will divert the regeneration wastewater to either the infiltration basin or waste tanks. No wastewater from the softener regeneration piping will be diverted to wastewater treatment due to minimal water meeting its threshold.

For Water System 2 (WS2), one monitor/divert valve will be installed on the concentrate discharge piping for each of the two (2) RO units in Room 700, which will divert these waste streams between the infiltration basin and either waste water treatment or the waste tanks. After this first diversion point, the RO1 and RO2 concentrate piping that is not sent to the infiltration basin will be combined into one (1) larger 3" pipe that will direct the remaining wastewater towards either wastewater treatment or waste tanks. A second monitor/divert valve will be installed outside of Room 2000 on the downstream piping heading towards wastewater treatment or waste tanks that will split the concentrate between these two locations, depending on the conductivity/chloride concentration. One monitor/divert valve will be installed in Room 700 on the WS2 water softener regeneration discharge piping that will divert the regeneration wastewater to either the infiltration basin or waste tanks. No waste water from the WS2 softener regeneration piping will be diverted to waste water treatment due to minimal water meeting it's threshold.



Medline Industries, Inc. Industrial Service Agreement  
 Re: Wastewater Discharges  
 Pollutant Parameters Daily Maximum Limits  
 Schedule 1 (Revised 12/31/2024)

<u>Pollutant Parameters</u>	<u>Required Tests</u> <u>Short(2)/Long(3)</u>	<u>Parameter</u> <u>Units</u>	<u>Daily Maximum</u> <u>Limits</u>
Acetone (ug/l)(1)	Short/Long	mg/l	20.70
Ammonia-Nitrogen	Short/Long	mg/l	20
BOD-Biochemical Oxygen Demand	Short/Long	mg/l	200
Chloride	Short/Long	mg/l	500
Ethanol(ug/l)(1)	Short/Long	mg/l	150
Flashpoint	Short/Long	F	>140F
Isopropyl Acetate	Short/Long	mg/l	20.70
Isopropyl Alcohol (ug/l)(1)	Short/Long	mg/l	150
n-Amyl Acetate	Short/Long	mg/l	20.70
pH (Lab)	Short/Long	su	6.0-9.0
Phenol	Short/Long	mg/l	2.00
Phosphorus	Short/Long	mg/l	6
Temperature	Short/Long	C/F	65C/150F
TSS-Total Suspended Solids	Short/Long	mg/l	250
TTO-Total Toxic Organics	Short/Long	mg/l	2.13
Arsenic	Long	mg/l	0.23
BTEX–Benzene, Toluene, Ethylbenzene & Xylenes	Long	mg/l	150
Cadmium	Long	mg/l	0.18
Chromium	Long	mg/l	1.00
Copper	Long	mg/l	2.40
Cyanide	Long	mg/l	0.43
Ethyl Acetate (ug/l)(1)	Long	mg/l	20.70
FO&G (Oil & Grease-HEM)	Long	mg/l	100
H-O&G (Petroleum Hydrocarbons)	Long	mg/l	25
Lead	Long	mg/l	0.69
Mercury (ug/l)(1)	Long	mg/l	0.003
Methylene Chloride	Long	mg/l	3.0/0.7
Molybdenum	Long	mg/l	0.40
Nickel	Long	mg/l	4.00
Selenium	Long	mg/l	0.50
Silver	Long	mg/l	0.20
Zinc	Long	mg/l	2.60

(1) Units reported on lab test results as ug/l not mg/l (1 ug/l = 0.001 mg/l).

(2) Short tests are performed twice per month in the first and third weeks of the month.

(3) Long tests are performed once per month in January and July.

Addendum A  
 Medline Industrial Discharge Agreement  
 Connection Charges & Industrial Discharge Fees  
 Assigned/Paid as of 11/19/2024

	Past DUEs	Additional DUEs	Current DUEs	Assigned DUEs
	Assigned/Paid	Assigned/Paid	Assigned/Paid	Future Permit
	Oct, 2014	Oct, 2017	Nov, 2021	Dec, 2024
<u>DHWPC Connection Charges, Factory</u>				
Volume - Gallons/Day	4,000	6,000	10,000	10,000
Gallons/Day per 1 DUE*	205	205	205	205
Calculated Result	19.51	29.27	48.78	48.78
DUEs Rounded up to the nearest 0.25*	19.75	29.50	49.00	49.00

(\*Per DHWPCC Sewer Use Ordinance)

	Oct, 2014	Oct, 2017	Nov, 2021	Dec, 2024
<u>DHWPC Industrial Surcharge Fees</u>				
BOD in Pounds/Day (daily allowance)	50	50	50	50
BOD surcharge (excess of 200 mg/l)*	0.323/lb/day	0.323/lb/day	0.323/lb/day	0.388/lb/day
TSS surcharge (excess of 250 mg/l)*	0.333/lb/day	0.333/lb/day	0.333/lb/day	0.400/lb/day
Phosphorus surcharge (excess of 6 mg/l)*	2.98/lb/day	2.98/lb/day	2.98/lb/day	3.577/lb/day

(\*Pounds calculated based on flow)

	Dec, 2024
<u>DHWPC Fees &amp; Fines</u>	
Section 4.(f) - Fines (per violation)	\$ 2,000.00
Section 39.(c) - Initial Permit Renewal Fee	\$ 1,000.00
Section 39.(c) - Annual Administrative Fee	\$ 1,000.00
Section 42.(f)(i) - Additional Charges	\$ 2,000.00
Section 44.(c) - Agreement Default	\$ 2,000.00

	8/30/2016	11/15/2017 (1)	11/19/2024 (2)
	Assigned/Paid	Assigned/Paid	Assigned/Paid
<u>Summary of Medline Total DUEs</u>			
Medline Office DUEs	3.00	5.50	13.25
Medline Factory DUEs	19.75	49.00	49.00
Total Medline DUEs	22.75	54.50	62.25

(1) 2.50 DUEs transferred to Office (5.50 total), 31.75 DUEs added to Factory (49.00 total)

(2) 7.75 DUEs added to Office (13.25 total), Factory DUEs remain at 49.00

**INDUSTRIAL SERVICE AGREEMENT  
RE: WASTEWATER DISCHARGES**

AGREEMENT made this 16th day of November, 2021, (the "Effective Date") by and between the DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION (the "Commission"), having offices at the address hereinafter stated; and MEDLINE INDUSTRIES, INC. ("Medline"), having offices as hereinafter stated.

WITNESSETH:

WHEREAS, the Commission has been created pursuant to the provisions of Section 66.0301, Stats., for purposes of owning and operating a regional wastewater treatment facility and intercepting collection system serving a number of communities located in Waukesha County; and

WHEREAS, Medline owns and operates a manufacturing facility located at 700 North Shore Drive, Hartland, Wisconsin (the "Facility"); and

WHEREAS, the manufacturing operations conducted at the Facility entail the manufacture of shampoos, lotions, lube jelly, ultra sound gel, tablets, iodine solution, iodine gel, CHG solutions (herein the "Products"); and

WHEREAS, in connection with the manufacturing of such Products at the Facility, Medline generates "industrial wastewaters" as defined in the Commission's Sewer Use and User Charge Ordinance (the "Ordinance"), but the Facility is not considered a "significant industrial user" as defined in the Ordinance based on its current industrial wastewater discharges; and

WHEREAS, the industrial wastewaters are discharged by Medline into the public sewerage system of the Village of Hartland (the "Village"), and transported to the wastewater treatment facility owned and operated by the Commission; and

WHEREAS, the Ordinance provides that any person seeking to make industrial wastewater discharges into the public sewer system obtain approval and authorization from the Commission as a condition precedent thereto; and

WHEREAS, the Commission and Medline have previously entered into an "Industrial Service Agreement Re: Wastewater Discharges," dated November 19, 2019, (collectively the "Prior Agreement"); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2021, and

WHEREAS, Medline has requested that a new agreement replace the Prior Agreement and the Commission is willing to do so with the terms and conditions set forth herein.

WHEREAS, the Commission requires such person to enter into the terms and provisions of an Industrial Service Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals and Definitions. The recitals hereto are hereby incorporated by reference. Any capitalized terms set forth herein shall have the meanings assigned as set forth herein or in the Commission's Ordinance.

2. Term. The term of this Agreement shall commence upon the Effective Date; and shall expire December 31, 2024, (the "Expiration Date"), unless extended or terminated in the manner hereinafter provided.

3. Authority and Restatement.

(a) This Agreement is being entered into pursuant to the provisions of Section 9.3 of the Ordinance; and nothing contained in this Agreement shall in any way be construed as a limitation upon any of the authority or powers of the Commission contained in the Ordinance or as provided for by applicable Wisconsin Statutes. In the event of any conflict between any term and provision of this Agreement and the terms of the Ordinance or Wisconsin law, the most restrictive provisions of all shall apply.

(b) This instrument supersedes and replacements in its entirety the Prior Agreement, effective as of the Effective Date of This Agreement; and shall apply to all wastewater discharges from the Facility made on and after said Effective Date and during the term of this Agreement.

4. Effluent Limitations and Monitoring Requirements.

(a) Definitions. All capitalized terms shall have the meanings set forth in the Commission's Ordinance in effect from time to time. In addition, the following terms shall have the following meanings:

(i) POTW – shall mean the Commission's wastewater treatment facility located in Delafield, Wisconsin.

(ii) Ordinance – shall mean the Commission's Sewer Use and User Charge Ordinance adopted November 20, 2012 and as amended from time to time.

(iii) GM – shall mean the General Manager of the POTW as appointed by the Commission.

(iv) Village Ordinance – shall mean the Village's Amended Local Sewer Use and User Charge Ordinance No. 786-10 adopted December 13, 2010 and as amended from time to time.

(v) BOD (Biochemical Oxygen Demand) – shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees C. expressed in milligrams per liter. BOD shall be determined in accordance with test method(s) as provided for in Chapter NR 219 of the Wis. Admin. Code.

(b) Effluent Limitations. The following effluent limitations are hereby imposed relative to wastewater discharges from the Facility, to-wit:

(i) Duration and Compliance Date. During the period from the date of execution through the Expiration Date, Medline is authorized to discharge industrial wastewaters from the Facility into the Commission's Wastewater Facilities, pursuant to the provisions of this Agreement. Medline shall comply with the effluent limitations specified below, effective as of the date Effective Date.

(ii) No Exceedance of Limitations. Attached hereto, incorporated herein and marked as Schedule 1 are maximum daily limits of specified pollutants. The wastewater discharges from the Facility shall not exceed the said daily limits during the term of this Agreement, except as otherwise expressly provided for herein.

(iii) Compliance with Pretreatment Standards. During the term of this Agreement, Medline shall comply in all respects with the Pretreatment Standards established pursuant to Section 4(c) below. The effluent discharge from the Facility into Sampling Point 001 (described below) shall not exceed the pretreatment standards set forth herein.

(c) Pretreatment Standards. (i) The wastewater to be discharged from the factory portion of the Facility shall satisfy the following standards:

	<u>Industrial Wastewaters (Sampling Point 001)</u>	<u>Domestic Wastewaters (Sampling Point 002)</u>
<u>Volume:</u>	Not to exceed 10,000 gallons/calendar day (monthly average)	<u>Volume:</u> N/A

Strength:

Strength: N/A

- (i) BOD: Not to exceed 50 lbs. per calendar day (i.e. 600 mg/ℓ) (monthly average).
- (ii) For additional Strength Parameters, see limits set forth in Schedule 1 attached hereto and incorporated herein.

Monthly Average Concentrations shall be determined as the average of all applicable test results obtained during the calendar month by Medline or the Commission, as the case may be. All sampling shall be done on a day when there are representative wastewaters being discharged into the public sewers. In the event that both the Commission and Medline conduct applicable tests based on sampling, the test results of the Commission shall control, except where there is clear and convincing evidence that there is third party chain-of-custody and the sampling or testing by Medline was performed in accordance with appropriate standards and procedures. Where such third-party chain-of-custody and sampling exists, Medline sample result shall be averaged with the Commission's results. (ii) All Industrial Wastewaters shall be collected within the Facility and discharged into a single Building Sewer that discharges into Sampling Point 001 described in Section 10. All Domestic Wastewaters shall be collected within the Facility and discharged into a single and separate Building Sewer that discharges into Sampling Point 002.

(d) Increases in Permitted Pretreatment Standards. Notwithstanding the foregoing, Medline shall have the right to increase the volume and BOD loadings described in Section 4(c) above, subject to the following conditions and limitations:

(i) The volume shall not exceed 10,000 gallons per calendar day (monthly average) and the BOD does not exceed 150 pounds per calendar day (i.e. 1,799 mg/ℓ) (monthly average).

(ii) Prior to increasing any volume or BOD Discharges beyond the limits set forth in (c) above, Medline has given notice of any proposed increase in accordance with Section 14 of this Agreement.

(iii) Medline has paid any connection charges, discharge fees or other fees for additional DUEs in accordance with Section 43 of this Agreement.

(iv) Medline has been and is currently in compliance with the terms of this Agreement.

(e) Plan of Operation. The current pretreatment process at the Facility is more particularly described in the "Systems Description and Plan of Operation" marked as Exhibit 4(e) and attached hereto (the "Plan"). Such Plan shall be implemented during the term of this Agreement. Medline shall make no material change in the Plan without first notifying the Commission and obtaining its prior written consent thereto. Medline shall repair and maintain all equipment described in the Plan, in good order and repair; and shall operate such equipment in accordance with the Plan.

(f) Fines. In the event the reports required under Section 10(a) hereof indicate that Medline has exceeded the limitations described on Schedule 1 or the standards established under Section 4(c), then in any such event(s), the GM may in his sole discretion, impose a fine of \$1,000 for each separate violation of the foregoing standards. All such fines shall be payable in full within 30 days after invoice; and if not so paid, shall bear interest commencing on the 31<sup>st</sup> day at 18.0% per annum until paid. This provision shall be effective as of the Effective Date.

(g) Product Change. In the event Medline shall decide to change its line of Products produced at the Facility by adding or removing specific pharmaceutical items, it shall first advise the Commission in writing, specifying the nature of the addition/removal to the Products. The notice shall advise the Commission (i) of the wastewater constituents associated with the additional/removed Product (ii) any change in the Plan necessary to accommodate the additional/removed Product; (iii) any change to the pretreatment process located at the Facility; and (iv) any change in the volume and strength of the wastewater discharges from the Facility.

5. Sample Analysis. Samples shall be taken and analyzed in accordance with the methods and procedures set forth in NR 218 and 219, Wis. Admin. Code. Samples shall be tested to determine whether or not the Industrial Wastewater Discharges are in current compliance with the limitation requirements of Section 4(c) above.

6. Monitoring Requirements. Medline shall provide and operate at its own expense, monitoring facilities to allow inspection, sampling and flow measurement of the Facility's sewer or internal drainage system. Specific requirements are outlined in Section 10 below. All monitoring shall be in current compliance with NR 218 and 219, Wis. Admin. Code.

7. Batch Discharges. Medline shall discharge the industrial wastewaters, following the pretreatment thereof in accordance with the Plan, in "batch" discharges only. No continuous discharge is permitted. Each "batch" shall be separately tested for purposes of determining compliance with the provisions of Section 4; provided however, that such batch discharges are averaged over the calendar month or day, as the case may be, for purposes of determining the pretreatment limits described in Section 4(c) above. Any batch discharge, once commenced, shall not be discontinued until the discharge is completed, unless an emergency requires otherwise. Medline shall keep records of each batch produced at the Facility containing the following information: (i) batch number; (ii) date of production; (iii) number of gallons in batch; (iv) start time and stop time of each batch discharge; and (v) the product(s) produced at the Facility to which the discharge relates. Such reports shall be submitted to the GM monthly.

8. pH Monitoring Requirements. Medline shall install and maintain a continuous monitoring pH probe that is connected to an automatic shut off; and such pH monitor shall be calibrated monthly. The monitor shall be connected to the recorder described in Section 10(c)(i) below and shall monitor the discharge of each batch of effluent from the process tank before the effluent is sent to the filter press. From the filter press the effluent moves to a filtrate tank where it is discharged into the sewer pipe

leading to Sampling Point 001 (described below). Medline's selection of any particular probe for purposes of the foregoing shall be subject to the GM's prior approval.

9. Other Monitoring Requirements. Medline shall monitor and record the Facility's effluent flow from the filtrate holding tank to the sanitary sewer on a permanent paper flow/chart recorder (described in Section 10(c)(i) below). All analyses shall be performed by a laboratory certified by the State of Wisconsin DNR through NR 149, Wis. Admin. Code.

10. Sampling, Testing and pH Monitoring.

(a) Monthly Compliance Reports. Effective October 1, 2014, Medline shall submit to the GM periodic reports indicating the test results derived from the nature and concentration of pollutants in the effluent which are limited by this Agreement and by the pretreatment standards based on the monitoring requirements described above. The first report shall be made monthly; and contain the results of the testing (the "Short Test") for the pollutants described on Schedule 1 attached hereto and incorporated herein, with the exception of (i) FO&G, (ii) HO & G and (iii) all of the metals identified on said Schedule 1. The Short Test shall be conducted and completed twice during each calendar month, once during the first week and the second during the third week of such calendar month. The second report shall be made bi-annually and contain the results of the testing (the "Long Test") for the substances described on Schedule 1, plus (i) FO & G, (ii) HO & G and (iii) all of the metals set forth on Schedule 1. The Long Test shall be conducted once in January and once in July of each calendar year. All reports are to be filed with the GM no later than the tenth day of the calendar month following the calendar month wherein the Short and/or Long Tests were conducted. Notwithstanding anything to the contrary contained herein, the GM may require more frequent testing whenever he or she has reason to believe that increased frequency of testing is reasonably necessary in order to obtain greater information concerning wastewater discharge from the Facility.

(b) Locations. Sampling shall occur at the following locations:

(i) All sampling by Medline shall be done from the filtrate holding tank described in the Plan.

(ii) All sampling by the Commission and/or the Village may be done at Sampling Point 001 and/or 002 and/or the filtrate holding tank described in the Plan.

(c) Manholes. Two sampling manholes have been installed on the premises of the Facility. The manholes shall conform to the Commission's specifications for sampling manholes and shall be labeled Sample Points 001 and 002. The sampling manholes shall be readily accessible at all times by representatives of the Commission and the Village.

- (i) The sampling and testing by Medline shall be recorded and all recorded information shall be printed on a paper chart recorder for a permanent record and shall be kept on hand for Commission and/or Village personnel to inspect at all times. All information shall be kept for a three-year period. All sampling and testing procedures shall follow NR 218 and NR 219 methods.
- (ii) Sample Point 001 shall receive Industrial Wastewater discharges from the factory portion of the Facility; and Sample Point 002 shall receive Normal Domestic Strength Wastewater discharges from the office portion of the Facility.
- (iii) Medline shall certify calibration of the flow recording and sampling device located in the filtration holding tank a minimum of once per year, or more frequently if more frequent calibration is undertaken in accordance with manufacturer's recommendations or the GM requests certification of such calibrations prior to the annual reporting or if required under other provisions of this Agreement. Absent a specific request by the GM, Medline shall submit these certifications to the Commission no later than September 30th of each year. Medline shall provide the results of all calibrations to the GM within 30 days after each calibration.
- (iv) Sampling shall be conducted over a consecutive 24-hour period, and shall include a day of full facility production when regulated substances are likely to be present in maximum amounts and shall include all batch discharges for that period. Samples shall be flow-proportional composites taken over a complete operation day; and shall occur for every 100 gallons discharged during such 24-hour period. If the sample is not flow-proportional based, then it shall be based upon a minimum of four (4) grab samples taken at random times. There shall be sampling conducted on at least two (2) days within each calendar month. In addition, Medline shall, upon the direction of the GM, perform a full priority pollutant scan, including metals; and shall report the results thereof to the GM whenever the GM has reason to believe that the discharges are not in compliance with the terms of this Agreement. Notwithstanding the foregoing, the GM may require more frequent sampling whenever the GM in the exercise of his/her reasonable discretion determines more frequent sampling is required to verify compliance with the effluent limits set forth in Section 4 or to determine appropriate user charges based on wastewater discharges from the Facility.
- (v) Medline shall provide a statement, reviewed and signed by an authorized representative of Medline and signed and certified by a qualified professional (defined for purposes of this Agreement as any licensed engineer or other individual possessing the requisite

knowledge and skill to perform the task required) indicating whether or not the pretreatment discharge standards are being met on a consistent basis; and if not, what additional operation and maintenance (O&M) and/or additional pretreatment will be performed for Medline to meet applicable pretreatment standards.

(d) Commission Sampling. Notwithstanding anything to the contrary contained herein, the Commission may at any time and for any reason sample the wastewater discharges from the Facility. In the event the Commission does so, the Commission shall contact Medline prior to the sampling, allow Medline to observe the sampling and allow Medline to obtain split samples if it so desires.

(e) Monitoring and Reporting Requirements. Notwithstanding anything to the contrary contained in this Agreement, Medline shall satisfy the monitoring and reporting requirements of NR 211.15, Wis. Admin. Code, to the extent applicable to its Industrial Wastewater Discharges from the Facility. All monitoring shall report the limitations set forth in Section 4(c) above.

(f) DNR Monitoring/Sampling. In the event Medline is required by the Wisconsin Department of Natural Resources, or any other state or federal authority (herein collectively the "DNR") to test and report the volume and/or characteristics of the Industrial Wastewater Discharges from the Facility, then in such event(s) Medline shall contemporaneously provide to the GM copies of all reports as provided to the DNR, as and when done.

11. Reporting. Medline shall remit all third-party chain-of-custody reports and all sampling reports required under Section 10(a) to the GM within the time periods set forth therein.

12. Accidental Discharge Report. Medline shall notify the GM and the Village immediately upon any accidental or slug discharge to the sanitary sewer as outlined in the Commission's Ordinance or as required by applicable state or federal law. Formal written notification discussing circumstances and remedies shall be submitted to the GM and the Village within five (5) days of the notification. In addition, the following shall apply:

(a) Accidental discharges that contain pollutants that exceed the permitted limits described in Section 4 or exceed the limits or prohibitions set forth in the Ordinance shall be reported immediately to the GM and the Village.

(b) Accidental discharges that may cause permanent damage to the sewage collection or treatment system shall be reported immediately to the GM and to the Village. These discharges include, but are not limited to, pollutants that may cause a fire or explosion hazard in the collection system; pH of 6.0 or less or 9.0 or greater; any pollutant in a concentration that would increase the atmosphere in the collection system above the LC50 for human exposure; and any pollutant that will increase the concentration in the influent to the wastewater treatment plant enough to have a decrease in treatment efficiency.

(c) Medline shall notify the GM immediately at phone number (262) 719-5132; and shall notify the Village at on-call phone number (262) 844-8866. The notification shall include the name of the person making the call, the telephone number where said person can be reached, location of discharge, date and time thereof, type of waste, including concentration and volume and corrective action taken. The party making the call shall be available by phone for a minimum of thirty (30) minutes after the notification is made. This is so a representative of the Commission and/or the Village may contact Medline's representative for more information, if necessary.

(d) Within five days following an accidental discharge, Medline shall submit to the GM and the Village a detailed written report. The report shall specify:

- (i) Description of the upset, slug or accidental discharge, the cause thereof, and the impact on Medline's compliance status. The description should also include location of discharge, type of concentration and volume of waste.
- (ii) Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
- (iii) All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other conditions of noncompliance.

13. Report of Violations. If sampling as performed by Medline indicates a violation of any local, State or Federal pretreatment standard or any discharge standard set forth in Section 4(c) above, Medline shall notify the GM and the Village within 24 hours of becoming aware of the violation. Medline shall also repeat the sampling and analysis and submit the results of the repeated analysis to the GM within thirty (30) days after becoming aware of the violation.

14. Report of Intent to Change Discharge. Medline shall notify the Commission in advance of (i) any planned substantial change to the Facility's operations or system which might materially alter the nature, quality, or volume of its wastewater discharges from the Facility such that the standards set forth in Section 4(c) and (d) are no longer met or (ii) the discharge of any pollutant not identified in Section 4(c) or (iii) any material change to the Plan. The aforesaid notification shall be given not less than thirty (30) days prior to the date of the anticipated discharge. In the event Medline increases either the volume or strength of its Industrial Wastewater discharges beyond the limits specified in Section 4(c) above, and such increase occurs for more than three (3) months in any consecutive six (6) month period, Medline shall be required to pay an additional Volume Connection Charge and/or Industrial BOD Discharge Fee as provided for in Section 43 below, unless the Commission, in its sole discretion determines otherwise. Further, a failure to so notify the Commission as required hereunder, may result in the Commission imposing a fine as provided for in the Ordinance.

15. Hazardous Waste Reports. Medline shall immediately report to the GM the discharges of hazardous wastes.

16. Accidental Spill Plan. Medline shall maintain, update, and implement its accidental spill prevention plan by submitting the priority pollutant compounds, if any, used; the method of disposal used instead of dumping, such as reclamation, contract hauling, or incineration; and procedures for assuring that priority pollutants, if any, do not routinely spill or leak into the wastewater.

17. Slug Prevention Plan. Medline shall maintain, update, and implement its slug prevention plan to eliminate slug discharge of pollutants into the sewer system, which could have an effect on the Commission's treatment plant, sludge, receiving stream or cause the Commission to violate its WPDES Permit.

18. General Certification Statement. Except as otherwise provided for in Section 10(c)(iv), all reports required by this Agreement shall be signed by a principal executive officer of Medline or his designee, and by the certified pretreatment operator, if such operator is required.

Any person signing the reports required by this Agreement shall make the following certification verbatim on all reports submitted:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

19. Reporting Address. All reports shall be submitted to the following address:

Delafield-Hartland WPCC  
Attn: General Manager  
416 Butler Drive  
Delafield, WI 53018-1871

With a copy to: Village of Hartland  
Attn: Director of Public Works  
210 Cottonwood Avenue  
Hartland, WI 53029

and

City of Delafield  
Attn: Director of Public Works  
111 Main Street  
Delafield, WI 53018

address: Any communication to Medline shall be submitted to the following

Medline Industries, Inc.  
Attn: Greg Hamberg, Director of Manufacturing  
700 North Shore Drive  
Hartland, WI 53029

20. Standard Conditions.

(a) General Prohibitions.

- (i) Compliance with rules. Medline shall not discharge waters to the public sewerage system except in compliance with Federal and State laws, the Ordinance, any Village Ordinance, and this Agreement. Without limiting the generality of the foregoing, Medline shall comply with the provisions of NR 211.10 et. seq. Wis. Admin. Code, to the extent applicable to its Industrial Wastewater Discharges.
- (ii) Interference. Notwithstanding anything to the contrary contained in this Agreement, Medline shall not discharge any pollutant to the public sewerage system in a quantity or concentration that, alone or in conjunction with other discharges:
- a. Inhibits or disrupts the wastewater collection and/or treatment system or its sludge processes; and
  - b. Is a cause of violation of the Commission's WPDES Permit or increases the magnitude and duration of a violation; or prevents the use or disposal of sewage sludge in compliance with any applicable local, State or Federal statutes, ordinances, regulations, permits, or the requirements of the sludge disposal plan of the Commission.
- (iii) Pass through. Medline shall not discharge to a public sewerage system any pollutant in a quantity or concentration that, alone or in conjunction with other discharges, is a cause of a discharge from the public sewerage system to waters of the State that violates the Commission's WPDES Permit or increases the magnitude or duration of a violation or causes toxicity of the POTW effluent being discharged by the Commission at its POTW.

- (iv) Unpolluted water. Medline shall not discharge or cause to be discharged any storm water, foundation drain water, groundwater, roof runoff, surface drainage, cooling waters, or any other unpolluted water to any public sanitary sewer.

21. Prohibited Discharge Standards. Medline shall not discharge to the public sanitary sewerage system:

(a) Any liquids, solids, or gases that result in toxic gases, vapors or fumes within the public sanitary sewerage system or the POTW in quantities that may cause acute worker or public health and safety problems, or be hazardous in any other way to the operation of the POTW or its employees or the environment.

(b) Any liquids solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be hazardous in any other way to the POTW or to the operation of the POTW. At no time shall the waste stream have a closed cup flash point of less than 150° Fahrenheit (65° Centigrade) using the Pensky-Martens Close Cup Test method. (Examples include, but are not limited to: cyanide, gasoline, kerosene, benzene, toluene, alcohols, polychlorinated biphenyls, and stoddard solvents.)

(c) Solid or viscous pollutants in amounts which will cause or contribute to obstruction to the flow in the public sewerage system or the POTW resulting in interference with the operation of the collection system or the wastewater treatment facilities, including, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, any animal waste, animal guts or tissue, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, glass grindings, polishing wastes, or tumbling and deburring stones, any pretreatment sludge or residues or other inert solids or other materials not amenable to treatment by the POTW.

(d) Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that cause pass-through or interference but no greater than 25 mg/l.

(e) Any wastewater which will cause corrosive structural damage to the public sewerage system or POTW, but in no case wastewater having a pH less than six (6.0) or greater than nine (9.0).

(f) Any wastewater containing incompatible pollutants in sufficient quantity, either singly or by interaction with other pollutants, that would constitute a hazard to humans or animals, or cause a violation of the water quality standards of the receiving water of the POTW, or create a public nuisance or cause damage to the environment.

(g) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastewaters are sufficient to create a public nuisance

or are sufficient to prevent entry into the public sewerage system for their maintenance and repair.

(h) In no case shall a substance be discharged to the POTW that causes the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Clean Water Act. Substances discharged to the POTW shall not affect sludge use or disposal criteria developed pursuant to the RCRA, SWDA, the Clean Water Act, the Toxic Substances Control Act, or any other applicable federal law, or pursuant to the Wisconsin Administrative Code or other requirements applicable to the sludge management plan being used.

(i) Any substance which will cause the POTW to violate its WPDES Permit or the receiving water quality standards or cause toxicity of the POTW effluent.

(j) Any wastewater having a temperature at the point of discharge which will inhibit or contribute to the inhibition of biological activity in the POTW, resulting in interference. In no instance shall wastewater be introduced to the sewer system which exceeds 40°C (104°F) at the POTW or 65°C (150°F) at the point of discharge.

(k) Any wastewater containing any pollutants released at a flow or concentration which will cause or contribute to interference to the POTW or will pass through the POTW or constitutes a slug.

(l) Any wastewater containing any radioactive waste or isotopes of such half-life or concentration as may exceed limits established by State or Federal regulations, or interfere with the chosen sludge disposal option. No water or wastewater containing more than 2 pCi of radium 226 shall be discharged into the Commission's sewer system except as modified per the special conditions of this permit.

(m) Any wastewater which may contain more than 100 mg/1 of fat, oil, grease (FOG).

(n) Any wastewater containing BOD, total solids, or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the POTW, except as authorized in Section 4(c) and (d) above.

(o) Ammonia nitrogen in amounts that would cause a violation of the water quality standards of the receiving waters of the POTW.

(p) Any discharge exceeding the standards established in Federal Regulation, Wisconsin Administrative Code, the Ordinance, any Village Ordinance or this Agreement.

(q) Any trucked or hauled pollutants, unless at points designated and approved by the POTW in this Agreement.

(r) Any slug discharges.

- (s) Any pesticides, herbicides or carcinogens.
- (t) Any listed or characteristic hazardous waste.
- (u) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
- (v) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW or its effluent.
- (w) Medical wastes, except as specifically authorized by the GM.
- (x) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes, printers' ink and vegetable tanning solutions, which consequently imparts color to the treatment plant's influent or effluent.
- (y) Used motor vehicle anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, oil-based paint, latex paint which contains any mercury, paint thinner, paint or varnish remover or any other solvents.
- (z) To the extent applicable, the affirmative defense set forth in 40 CFR 403.5(a)(2) may be available to any industrial user in the context of any enforcement proceeding commenced by the Commission.
- (aa) Any pollutants that exceed the limitations set forth on Schedule 1 and Section 4(c) hereof, except as otherwise expressly provided for herein.

22. Duty to Mitigate. Medline shall take all reasonable actions necessary to minimize and correct any adverse impacts to the sewerage system or the environment resulting from noncompliance with this Agreement.

23. Inspection and Right of Entry. Persons or occupants of the Facility shall allow the Commission, the Village, the DNR, the EPA or their representatives ready access upon presentation of credentials, at all reasonable times, to all parts of the Facility for the purposes of inspection, sampling, examination of and photocopying of records required to be kept by this Agreement.

24. Records Retention.

(a) Medline shall retain and preserve for not less than three (3) years, any record, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or on behalf of Medline in connection with its discharge.

(b) All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the Commission shall

be retained and preserved by Medline until all enforcement activities and all periods of limitation with respect to any and all appeals have expired.

25. Confidential Information. Except for data determined to be confidential under the Ordinance, all reports required by this Agreement shall be available for public inspection at the Commission Office.

26. Recording of Results. For each measurement or sample taken pursuant to the requirements of this Agreement, Medline shall use appropriate report formats and traceable delivery methods (i.e. email, etc.) when submitting required reports to the GM and shall retain copies of the reports submitted, date delivered and the delivery method used. The GM shall have the right to require Medline to use specified reporting forms, if he so elects.

27. Dilution. Medline shall not increase the use of water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with limitations contained in this Agreement.

28. Pretreatment Facilities Requirements. Except as otherwise provided for in this Agreement, Medline shall provide necessary wastewater treatment as required to comply with the most stringent requirements of the Ordinance, the Village Ordinance or Federal pretreatment standards, as established by 40 CFR Chapter N, Subpart I, Wisconsin Administrative Code standards and any permit conditions. Medline shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations specified by Federal pretreatment regulations, and with any other pretreatment standard by applicable deadlines.

29. Material Removed from Pretreatment Facilities. Storage, handling, disposal and transportation of materials, if any, removed from pretreatment facilities shall be done according to all applicable Federal, State and local regulations that pertain to the type and/or class of waste generated. This material shall not be discharged to the sewerage system.

30. Statement of Penalties. Medline agrees that any violation of the terms or provisions of this Agreement may result in the Commission imposing the fines, forfeitures and penalties provided for in the Ordinance, as well as the Commission enforcing the terms hereof as provided for therein.

31. Termination of Agreement. This Agreement may be terminated (i) when, after inspection, monitoring or analysis, the Commission determines that the discharge of wastewater to the sanitary sewer is in violation of Federal, State or local laws, or the Ordinance, or (ii) Medline has otherwise defaulted under the terms and provisions of this Agreement or the Ordinance; provided however, that if a notice of default is required to be given by the terms of this Agreement or the Ordinance, such notice has been given and all applicable cure periods have expired with no cure being obtained. Additionally, falsification or intentional misrepresentation of data or statements or any required reporting forms shall be cause for termination. In the event of any such discharge or

default for which applicable cure periods have expired, this Agreement may be summarily terminated by the Commission. Any administrative decision made by the GM which is the basis for a termination of this Agreement shall be subject to the right of Medline to appeal under Section 13.12 of the Ordinance.

32. Limitation of Transfer of Agreement. This Agreement is entered into with Medline for the process activity specified herein with respect to Products. Medline shall not assign or transfer its rights and obligations under this Agreement in whole or in part at any time, without the prior written consent of the GM. If such assignment is consented to, the said assignee shall assume the obligations of Medline pursuant to this Agreement, including those then existing and that may arise thereafter. The GM may require such assignee to execute such agreements of assumption as may be reasonably required to effectuate the foregoing. Medline shall promptly inform the GM, in writing, prior to any such assignment.

33. Falsifying Information or Tampering with Monitoring Equipment. Knowingly making any false statement on any report or other document required by this Agreement or knowingly rendering any monitoring device or method inaccurate may result in fines levied pursuant to the Ordinance.

34. Modification or Revision of the Agreement.

(a) The terms and conditions of this Agreement may be subject to modification by the Commission at any time hereafter in the event the Industrial Wastewater discharges from the Facility (i) contain pollutants not identified in Section 4(c) or (ii) no longer meet the pretreatment standards and limitations set forth in Section 4(c), as may be modified from time to time pursuant to Section 4(d).

(b) The terms and conditions may be modified by the Commission as a result of EPA or DNR promulgating a new Federal or State pretreatment standard; or as necessary to ensure that the Commission is in current compliance with its discharge limitations/requirements under state and federal laws.

35. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby.

36. No Property Rights. This Agreement is revocable by the Commission summarily for violation of any term or provision hereof. By entering into the Agreement, Medline does not acquire any vested right or privilege, be it proprietary or otherwise, simply because of being a party to this Agreement.

37. Bypass. A "Bypass" is prohibited.

38. Ordinance. During the term of this Agreement, Medline shall comply in all respects with the Ordinance, the provisions of which are incorporated by reference.

39. Annual Fee. During the term of this Agreement so issued hereunder, Medline shall pay an annual administrative fee of \$500 to the Commission payable upon execution hereof. The aforesaid annual administrative fee may be changed from time to time in accordance with changes to sewer service charges, all as provided for in the Ordinance.

40. Renewal.

(a) In order for the term of this Agreement to be renewed, following its stated Expiration Date, Medline shall submit an application for renewal not less than ninety (90) days prior to the Expiration Date of the initial term of this Agreement or expiration of any renewal term hereof; unless this requirement for a renewal application is waived by the Commission in writing, or unless Medline provides a notification that its Industrial Wastewater discharge is ceasing. As a condition precedent to any renewal, Medline shall perform a full priority pollutant scan, including metals, of the Industrial Wastewaters Discharges from the Facility, based upon sampling taken in accordance with the provisions of Section 10 above, during the period not more than one hundred eighty (180) days nor less than ninety (90) days prior to expiration of the initial term or any renewal term, as the case may be. The results of such scan shall be submitted with the application to the Commission.

(b) Upon receipt of the renewal application, the annual administrative fee and the results of the full priority pollutant scan, the Commission may in its sole discretion, elect to renew the term of this Agreement for an additional one (1) year term or longer, upon the same terms and conditions contained herein or any additional terms and conditions the Commission may require.

(c) Medline shall pay an initial fee of \$500 upon execution hereof and an annual administrative fee of \$500 for each year of the renewal term, to cover administrative expenses incurred by the Commission. The annual administrative fee may be changed from time to time as provided for in the Ordinance.

(d) In submitting the application described in (a) above, Medline may request an increase in its wastewater discharges beyond the limits established in Sections 4(c) and (d) above, and may seek to have other terms of this Agreement modified as part of the renewal process, which requests shall be considered in the discretion of the Commission.

(e) In the event Medline has added or removed any Products pursuant to Section 4(g), then notwithstanding anything to the contrary contained herein, the term of this Agreement shall not be extended beyond the expiration of twelve (12) consecutive calendar months following the effective date of such addition/removal of Products.

41. Additional Fees.

(a) In addition to all fees (initial and annual) Medline shall pay or otherwise reimburse the Commission for such additional charges and fees, which may include fees for but not limited to, monitoring, inspection, sampling and surveillance, as well as any other industry specific fees the Commission may deem necessary to carry out the requirements of the Ordinance.

(b) Medline shall reimburse the Commission for the total amount of attorneys' fees and costs incurred by it in negotiating and drafting this Agreement or subsequent renewals of this Agreement.

42. Conflict. Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede or replace the Ordinance in any manner; and any conflict between the terms and provisions of this Agreement and such Ordinance shall be resolved in favor of the most restrictive provision. In the event the Ordinance is subsequently amended or modified, then all terms and conditions of this Agreement relative thereto shall be correspondingly amended and modified.

43. Charges and Fees.

(a) DUE Determination. The DUE determination consists of two parts:

(i) Volume Connection Charges. For purposes of determining Volume Connection Charges pursuant to the Commission's Ordinance, the parties agree that the wastewater discharges from the factory portion of the Facility as allocated pursuant to Section 4(c) equate to 49.00 DUEs, which equates to wastewater discharges of 10,000 gallons of volume per day. In the event the wastewater discharges should increase as provided for in Section 14 above, additional Volume Connection Charges shall be assigned and invoiced by the Commission in recognition of such additional volume discharge. Such additional Connection Charges shall be determined in accordance with the Ordinance; and all procedures set forth therein shall be followed. Medline acknowledges that for purposes of its User Charges, the number of volume DUEs is determined by flow and is variable each month.

(ii) Industrial BOD Discharge Fees. For the purposes of determining Industrial BOD Discharge Fees pursuant to the Ordinance, the parties agree that the wastewater discharges from the Facility as allocated to Section 4(c) are 50 pounds of Industrial BOD Discharges. In the event the wastewater discharges should increase as provided for in Section 14 above, then additional Industrial BOD Discharge Fees shall be assigned and invoiced by the Commission in Recognition of such additional Industrial BOD Discharge. Medline acknowledges that for purposes of its Industrial BOD Discharge Fee,

the number of BOD pounds is determined by flow and its strength concentrations and is variable each month.

(b) Village User Charge. Medline shall pay to the Village the appropriate sewer user charge provided for in the Village Ordinances. Such user charges may be changed from time to time by the Village.

(c) Commission User Surcharge. Medline shall pay directly to the Commission the following rates of user surcharge for the following constituents in the wastewaters discharged from the Facility.

<u>Constituent</u>	<u>User Surcharge</u>
For BOD (in excess of 200 mg/l)	\$0.323/lb. per day
For Suspended Solids (in excess of 250 mg/l)	\$0.333/lb. per day
For Phosphorous (in excess of 6 mg/l)	\$2.981/lb. per day

Payments shall be made to the Commission within thirty (30) days of the date of invoice. Invoices for user surcharges will be sent out quarterly by the Commission. Payments shall cover a quarter or three (3) month period of time. Any payment not made when due, shall bear interest at the rate of 18.0% per annum from the due date until paid. User surcharges shall be based on the testing and monitoring results obtained pursuant to Section 10 above. The monthly average of the foregoing constituents as reported pursuant to Section 4(c) and 10(a) shall be used for purposes of determining the daily surcharge of constituents. The foregoing user surcharges and interest rate may be changed annually by the Commission in accordance with the terms of the Ordinance.

(d) Volume Connection Charges. As of October 18, 2017, Medline has been assigned Volume Connection Charges for a total of 54.50 DUEs. See Addendum A, attached hereto and incorporated herein. Of this sum, 49.00 DUEs have been allocated exclusively for factory wastewater discharges of 10,000 gallons of volume per day. The foregoing reflects an increase in the total number of DUEs allocated to Medline pursuant to the Prior Agreement, which increase is due to increased wastewater flows and strengths from the Facility. In the event the wastewater discharges increase as provided for in Sections 4(d) and 14 above, additional Volume Connection Charges shall be paid based upon any additional volume DUEs assigned by the Commission and in an amount determined by application of the Ordinance and the Village ordinances in effect from time to time. In the event of any reduction in wastewater discharges at the Facility, howsoever caused, the Commission and Village have no obligation to refund any Volume Connection Charge previously paid.

(e) Industrial BOD Discharge Fees. As of October 1, 2014, Medline has been assigned Industrial BOD Discharge Fees for a total of 50 pounds of Industrial BOD Discharge per day. The Industrial BOD Discharge Fee is in recognition that the Industrial BOD Wastewater discharges from the Facility are of such strength that it uses an increased amount of the design capacity of the POTW over residential use. In the event Medline increases its discharge of wastewaters and/or constituents as provided for in Sections 4(d) and 14 above, Medline shall pay additional Industrial BOD Industrial Discharge Fees in such amounts as may be determined by the Commission. In the event of any reduction in wastewater constituents at the Facility, howsoever caused, the Commission and the Village have no obligation to refund any Industrial BOD Discharge Fees previously paid.

(f) Automatic Assessment of Additional Connection Charges. For purposes of Sections 4(d) and 14 above, and notwithstanding anything to the contrary contained therein, in the event the reports required to be prepared and filed pursuant to Section 10(a) above indicate that the monthly average for the three-month period of any calendar quarter (commencing with the fourth calendar quarter of 2014) of industrial wastewater discharges from the Facility exceed the volume limitations set forth in Section 4(c) and/or the BOD limitations set forth in Section 4(c), then in any such events the following shall occur:

- (i) Medline shall pay a fine equal to \$1,000 for failure to provide the notice required under Sections 4(d) and 14 above; and
- (ii) Medline shall pay additional Volume Connection Charges and/or Industrial BOD Discharge Fees as provided for in Sections 43(d) and (e) above.

The Commission shall invoice Medline for any sums due under this Section 43(f) and all such sums shall be due and payable in full within 30 days after date of invoice.

(g) Collection Matters. If any payment is not received by the Commission on or prior to its due date, then it shall bear a late payment charge equal to 5% of the amount of the invoice therefore. If such User Charge, Connection Charge or User Surcharge or Industrial Discharge Fee remains unpaid and outstanding for a period of thirty (30) days after the date of invoice, then such unpaid sums shall bear interest at the rate of 18% per annum from date of invoice until paid. Further, the Commission is authorized and directed to cause any unpaid fees, charges, or interest outstanding beyond thirty (30) days to be placed upon the tax rolls of the Village and imposed as a delinquent tax in the same manner as all other delinquent sewer and water charges are; and Medline waives any right to contest the same. In the event the Commission determines to collect any sums due it hereunder, then in such event, Medline shall reimburse the Commission for all such collection costs so incurred, including but not limited to reasonable attorneys' fees. The foregoing late payment charges and interest rate may be changed annually by the Commission in accordance with user charge adjustments, all as provided for in the Ordinance.

44. Nondiscrimination. The Commission agrees that it will not, during the term of this Agreement, offer or provide sewerage services to any other similarly situated user on terms and conditions or at rates which are more favorable than those contained in this Agreement without first offering such terms to Medline. The Commission operates the POTW as a utility for the benefit of all users. The Commission intends to, and its presently adopted Sewer Use and User Charge Ordinances do, treat similarly situated users on the same basis.

45. Default and Dispute Resolution. A dispute or controversy between Medline and the Commission shall be resolved in accordance with this Section as follows:

(a) Ordinance Violation. Any violation of the Ordinance by Medline shall be subject to the terms and provisions thereof; and nothing contained herein shall be construed as limiting the authority of the Commission to enforce the terms thereof. Any default by Medline under the Ordinance or its application shall be resolved as provided for in the Ordinance or as provided for in Section 66.0821(5), Wis. Stats.

(b) Monetary Defaults. In the event of any default involving the payment of monies for sewer service user charges, user surcharges, annual administrative fees, Volume Connection Charges, Industrial BOD Discharge Fees, fines, penalties, interest, or other sums, Medline shall, as a condition precedent to any dispute resolution procedure, pay all such amounts as and when due. The failure to do so shall preclude Medline from any remedy seeking the resolution of any dispute associated therewith. Monetary disputes by Medline shall be resolved as provided for in the Ordinance or in Section 66.0821(5), Wis. Stats. All sums due under this Agreement shall be paid as and when due; and the failure to so pay is not subject to any further notice or opportunity to cure requirements.

(c) Default Under this Agreement. In the event Medline should default under any term or provision of this Agreement, which is not covered under (a) or (b) above, then in such event, the Commission shall give written notice of default to Medline in the manner provided for in the Ordinance. Medline shall then have a period of twenty (20) days thereafter within which to cure the default. If not so cured, then the Commission may elect to terminate this Agreement at the expiration of the 20-day period. Further, the Commission may impose a \$1,000 fine upon Medline for each violation specified in the notice of default. Each day the violation continues shall be considered a separate violation for purposes of determining the total fine. Fines shall be collected in the manner provided for in the Ordinance

[SIGNATURES ON FOLLOWING PAGE.]

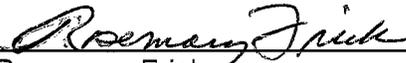
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Passed and Adopted: November 16, 2021

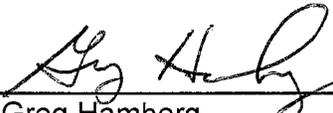
Votes: 5 Ayes 0 Nays

DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION

By:   
Name: Timothy Aicher  
Title: Chairperson

Attest:   
Name: Rosemary Frick  
Title: Finance Director/Treasurer

MEDLINE INDUSTRIES, INC.

By:   
Name: Greg Hamberg  
Title: Director of Manufacturing

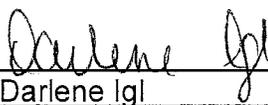
CONSENT OF VILLAGE

The Village of Hartland does hereby consent to the foregoing Industrial Service Agreement.

Date: Dec. 13, 2021

VILLAGE OF HARTLAND

By:   
Name: Jeffrey Pfannersill  
Title: Village President

Attest:   
Name: Darlene Igl  
Title: Village Clerk

**TABLE OF EXHIBITS AND ATTACHMENTS**

<b>Exhibit 4(e)</b>	<b>Medline Industries, Inc. Plan of Operation</b>
<b>Schedule 1</b>	<b>Pollutant Parameters Daily Maximum Limits</b>
<b>Addendum A</b>	<b>Connection Charges and Industrial Discharge Fees Assigned/Paid as of 10/18/2017</b>

## **Medline Industries, Inc.**

### **Plan of Operation**

Exhibit 4(e) Revised September 3, 2014

#### **General Information**

Medline Industries, Inc. wastewater treatment equipment was manufactured by Beckart Environmental, Inc. and originally installed on June 19, 2007 at the present facility location. The Beckart Environmental Batch Filter Press Wastewater Treatment System separates water-based waste into two disposable waste products. The first product is a clear water stream, the second is a dry cake consisting of approximately 50% (by weight) waste solids.

The core components of the Beckart system consists of the following: an equalization (collection) tank, a chemical treatment tank, a coagulant storage and metering assembly, a polymer storage and metering assembly, a pH adjustment (lime) storage and metering assembly, a sodium thiosulfate storage and metering assembly, an equalization transfer pump, a recirculation/sludge transfer pump assembly, a filter press, a filtrate (clear water) holding tank, a filtrate pump, a diatomaceous earth slurry tank with recirculation pump and a programmable logic controller.

#### **System Operation**

The Beckart Environmental Batch Filter Press Wastewater Treatment System operates in the following manner to produce water waste products that can be disposed to the sanitary sewer and a solid waste product that can be disposed of in a landfill.

Wastewater from the manufacturing process are controlled by the process waste water drain system and transferred to the equalization tank. An operator initiates the transfer of a volume of wastewater from the equalization tank to the chemical treatment tank whenever there is sufficient wastewater in the equalization tank to fill the treatment tank and the operator has cleared the previous treatment cycle. In the meantime the equalization tank is agitated by an air diffusion bed from the bottom of the tank.

The treatment tank mixer and recirculation/transfer pump is activated during the water transfer from the equalization to the treatment tank. The Programmable Logic Controller (PLC) controlled chemical treatment process begins with the addition of coagulant to break the emulsion in the water and create a floc which is separable from the water. After the addition of the coagulant which will reduce pH, the pH controller will adjust the pH to specification by adding lime solution as necessary. Sodium thiosulfate is added to reduce the iodine in the waste water to an iodide. The last step in the chemical treatment process is the addition of polymer which enlarges the floc formation for filtration.

## Medline Industries, Inc.

### Plan of Operation

Exhibit 4(e) Revised September 3, 2014

After the chemical treatment process is complete and a time delay for settling of the solids has occurred, the PLC will transfer the contents of the chemical treatment tank to the filter press. The filter press will pre-coat with a thin layer of diatomaceous earth in preparation of the filter press cycle. This transfer occurs in a two phases. Phase one is a dewatering phase where parts of the treatment tank are cycled to remove the clear water (water that is above the sludge level) pumped through the sludge pump to the filter press. In Phase two, as the decant valve closes simultaneously as the bottom valve opens, the PLC will sequence the operating air pressure to the sludge transfer pump to obtain the optimal fluid flow rate through the filter press to capture the floc particles onto the filter cloths during the initial formation of the filter cake. After the initial filter cake layer has been formed on the filter cloths, the PLC will progressively increase the pump pressure to minimize the time required to process a batch of treated wastewater.

The treated water will flow through forming the filter cake, pass through the filter cloth, and will be collected in the filtrate holding tank. The filtrate holding tank has level control assemblies, and when the level of water reaches a specified level, the PLC will start a centrifugal transfer pump to transfer the water from the filtrate holding tank, through an electromagnetic flow meter and a pH probe assembly then discharges into a sanitary sewer connection.

A wheel chart records each discharge cycle, noting the time, pH, and total gallons of each cycle. The pH meter is connected to the chart recorder and functions with the PLC. In the event the pH of the filtrate discharge water falls or rises beyond the set points programmed into the PLC, the PLC halts the discharge by stopping the transfer sludge pump and prevents the centrifugal pump from operating until the out of parameter pH condition is corrected.

The PLC reads a pressure transducer when the filter press is full, indicates the batch cycle discharge is complete, and shuts down the transfer sludge pump. The operator will read the PLC and observe the current status and begin the filter press blow down. After the blow down is complete the press is opened and the cake is removed from the cloth into cake hoppers. Hoppers can then be dumped into a disposal service container and trucked to a landfill for disposal.

Medline Industries, Inc. Industrial Service Agreement  
 Re: Wastewater Discharges  
 Pollutant Parameters Daily Maximum Limits  
 Schedule 1 (Revised 11/15/2016)

<u>Pollutant Parameters</u>	<u>Required Tests</u> <u>Short(2)/Long(3)</u>	<u>Parameter</u> <u>Units</u>	<u>Daily Maximum</u> <u>Limits</u>
Acetone (ug/l)(1)	Short/Long	mg/l	20.70
Ammonia-Nitrogen	Short/Long	mg/l	20
BOD-Biochemical Oxygen Demand	Short/Long	mg/l	200
Chloride	Short/Long	mg/l	400
Ethanol(ug/l)(1)	Short/Long	mg/l	150
Flashpoint	Short/Long	F	>140F
Isopropyl Acetate	Short/Long	mg/l	20.70
Isopropyl Alcohol (ug/l)(1)	Short/Long	mg/l	150
n-Amyl Acetate	Short/Long	mg/l	20.70
pH (Lab)	Short/Long	su	6.0-9.0
Phenol	Short/Long	mg/l	2.00
Phosphorus	Short/Long	mg/l	6
Temperature	Short/Long	C/F	65C/150F
TSS-Total Suspended Solids	Short/Long	mg/l	250
TTO-Total Toxic Organics	Short/Long	mg/l	2.13
Arsenic	Long	mg/l	0.23
BTEX–Benzene, Toluene, Ethylbenzene & Xylenes	Long	mg/l	150
Cadmium	Long	mg/l	0.18
Chromium	Long	mg/l	1.00
Copper	Long	mg/l	2.40
Cyanide	Long	mg/l	0.43
Ethyl Acetate (ug/l)(1)	Long	mg/l	20.70
FO&G (Oil & Grease-HEM)	Long	mg/l	100
H-O&G (Petroleum Hydrocarbons)	Long	mg/l	25
Lead	Long	mg/l	0.69
Mercury (ug/l)(1)	Long	mg/l	0.003
Methylene Chloride	Long	mg/l	3.0/0.7
Molybdenum	Long	mg/l	0.40
Nickel	Long	mg/l	4.00
Selenium	Long	mg/l	0.50
Silver	Long	mg/l	0.20
Zinc	Long	mg/l	2.60

- (1) Units reported on Eurofins SFA Lab Tests as ug/l not mg/l (1 ug/l = 0.001 mg/l).  
 (2) Short tests are performed twice per month in the first and third weeks of the month.  
 (3) Long tests are performed once per month in January and July.

Addendum A  
 Medline Industrial Service Agreement  
 Re: Wastewater Discharges  
 Connection Charges & Industrial Discharge Fees  
 Assigned/Paid as of 10/18/2017

	3rd Quarter 2017 Requested	Current Assigned/Paid	Additional DUEs Assigned/Paid
<b>DHWPCC Connection Charges</b>			
Volume - gallons/day	10,000	4,000	6,000
/ SUO - gallons per day of 1 DUE	205	205	205
= DUEs Rounded up to next 0.25	49.00	19.75	29.25 Rounded
+ Transferred DUEs to Office			2.50 (1)
= Additional DUEs Charged for Volume Increase			31.75 (2)
x Connection Charge per 1 DUE			\$4,339.00
Total Volume Connection Charges			\$137,763.25

	3rd Quarter 2016 Requested	Current Assigned/Paid	Additional DUEs Assigned/Paid
<b>DHWPCC Industrial Discharge Fees</b>			
BOD - pounds/day	50	50	0
/ SUO - pounds per day of 1 DUE	0.343	0.343	0.343
= DUEs Rounded up to next 0.25	146.00	146.00	0.00 Rounded
- Credit for Add'l DUEs paid in Volume			(31.75)
Additional DUEs for Industrial BOD			0.00
x Price of BOD DUE Parameter			\$460.00 (3)
Net BOD Industrial Discharge Fees			\$0.00

Total DHWPCC Charges Assigned/Paid 10/18/2017 \$137,763.25

Price of DUE - Breakdown by Parameter for Domestic Strength:

Volume	\$3,013
BOD (3)	\$460
SS	\$707
Phos	\$159
Total DUE	\$4,339

Summary of Total Medline DUEs:

	8/31/2016 DUEs (4) Assigned/Paid	11/15/2017 Dept. DUEs Transferred (1)	11/15/2017 Add'l DUEs Assigned/Paid (2)	Total DUEs Assigned/Paid
<b>DHWPCC Volume Connection Charges</b>				
Medline Office DUEs	3.00	2.50	0.00	5.50
Medline Factory DUEs	19.75	(2.50)	31.75	49.00
Total Medline DUEs	22.75	0.00	31.75	54.50

(1) Office is now using 5.50 DUEs, will transfer 2.50 DUEs from Factory back to Office for its use.

(4) These DUEs have been restructured and are based on 75,000 gallons/year (or 205 gallons/day) per Domestic User Equivalent (DUE) starting January 1, 2011. Prior to 2011, a DUE was defined as 100,000 gallons/year (or 275 gallons/day). Any previously purchased DUEs have been grandfathered in at 1.33 (100,000/75,000) times the assigned/paid DUEs total and rounded up to the nearest 0.25 DUE.



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

<b>Committee:</b> Village Board	<b>Date:</b> 2/19/25
<b>Village Board Item Number:</b> 5	<b>Date:</b> 3/24/25
<b>Submitted By:</b> Tom Jenson, DPW Director	
<b>Subject:</b> Discussion and Consideration to award Visu Sewer with the 2025 Sewer Cleaning and Televising Contract	

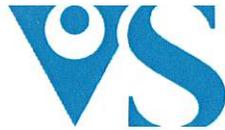
**Details:** The Village cleans all its gravity mains every three years and televises one year prior to the utility contract. The Village of Hartland has sought proposals for the 2025 sanitary sewer cleaning and televising contract. Once again Visu Sewer came in as the low bidder for this contract followed by Great Lakes TV Seal Inc and The Expeditors. Visu Sewers prices are \$0.42 per linear foot for cleaning and \$1.35 per foot for televising. Visu Sewer has been contracted in the past for this line of work.

Like last year's contract I will be having Visu Sewer televise in the marsh's and hard to reach areas. Due to the level of complexity in these areas the cost for these areas will differ from one area to the next. This cost will be calculated at a different rate. If the interceptor is street accessible, they will have a two man crew charging at a rate of \$295 per hour and if the interceptor is not street accessible they will have a three man crew at a rate of \$415 per hour. I have put a cap on this work not to exceed \$30,000

**Financial Remarks:** This will come out of the annual budgeted account 204 – 53610 - 380

**Options & Alternatives:**

**Executive Recommendation:** Staff recommends awarding the 2025 sewer cleaning and televising contracts to Visu Sewer.



**Visu-Sewer**  
Inspect. Maintain. Rehabilitate.

# Proposal

To: Tom Jenson  
Village of Hartland  
701 Progress Drive  
Hartland, WI 53029  
262-367-4750

From: Mike Olsen  
Visu Sewer, LLC.  
W230 N4855 Betker Dr.  
Pewaukee, WI 53072  
262-695-2340

**Date:** 1/13/2025

**Project:** Vactor Sewer Cleaning & CCTV Inspection

Visu-Sewer is pleased to offer the following services:

1.) CCTV inspection of approximately 2,000 linear feet of 8"-15" sanitary sewer, in The Village of Hartland. Project includes one (1) pass with a jet for light cleaning prior to televising, video data, inspection reports with PACP codes, and defect still photos. If requested, for no additional charge, Visu-Sewer will also review captured video and provide rehabilitation recommendation report. If needed, removal of obstructions (e.g., root, deposits, protruding taps) will be completed at a T&M rate of \$285.00 per hour. Easement lines and heavy cleaning will be quoted separately.

**Rate: \$1.35 per linear foot**

(Per foot price is based on a minimum of 2,000 ft.)

2.) Visu sewer will complete jet cleaning and vacuum extraction of debris of approximately 80,000 linear feet of 8"-15" sanitary sewer in The Village of Hartland. Project shall consist of high-pressure jetting of each pipe section and extracting captured debris using a high-volume vacuum system. Easement lines will be quoted separately.

**Rate: \$0.42 per linear foot**

(Per foot price is based on a minimum of 80,000 ft.)

The Village of Hartland will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[www.visu-sewer.com](http://www.visu-sewer.com)



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920) 863-3663  
 Fax: (920) 863-3662

# Quotation

Quote Number:  
24390

Quote Date:  
Jan 17, 2025

**Quoted to:**

VILLAGE OF HARTLAND  
 210 Cottonwood Ave  
 Hartland, WI 53029

Page:  
1

Quote Good Thru	Payment Terms	Sales Rep
2/16/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
2025 ANNUAL SANITARY SEWER CLEANING AND TELEVISIONING	.			
#1) SANITARY SEWER CLEANING (+/_ ) 80,000' SANITARY SEWER CLEANING - COMPLETED WITH A JET/VAC	FOOT	80,000.00	0.600	48,000.00
#2) CCTV INSPECTION (INCLUDES ONE PASS WITH JET) PIPE INSPECTION W/ ONE PASS CLEANING	FOOT	2,000.00	1.500	3,000.00
QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	51,000.00
Sales Tax	
<b>Total</b>	<b>51,000.00</b>

## Jake Schlafer

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**From:** theexpediters <theexpediters@aol.com>  
**Sent:** Wednesday, February 19, 2025 7:25 AM  
**To:** Jake Schlafer  
**Subject:** RE: sanitary sewer proposal 2025

Hi Jake

I am afraid we won't be competitive. You could try the company's in green bay.

[Sent from AOL on Android](#)

On Tue, Feb 18, 2025 at 11:57 AM, Jake Schlafer <jakes@villageofhartland.wi.gov> wrote:

Peter, Did you get a chance to get a proposal together?



Jake Schlafer  
Village of Hartland

Utilities Supervisor

701 Progress ave  
Ph: 262-367-4750 | C: 262-844-8867  
[jakes@villageofhartland.wi.gov](mailto:jakes@villageofhartland.wi.gov) |

<https://link.edgepilot.com/s/43d53e2f/TOQSEwVQZEGuSn0l5S6ucQ?u=http://www.villageofhartland.wi.gov>

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**From:** theexpediters <theexpediters@aol.com>  
**Sent:** Monday, January 13, 2025 1:50 PM  
**To:** Jake Schlafer <jakes@villageofhartland.wi.gov>  
**Subject:** Re: sanitary sewer proposal 2025

# Proposal

To: Tom Jenson  
Village of Hartland  
701 Progress Drive  
Hartland, WI 53029  
262-367-4750

From: Mike Olsen  
Visu Sewer, LLC.  
W230 N4855 Betker Dr.  
Pewaukee, WI 53072  
262-695-2340

**Date:** 3/8/2025

**Project:** Sanitary Sewer CCTV Inspection

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Visu-Sewer is pleased to offer the following service:

CCTV inspection of approximately 10,800 linear feet of 8"-24" sanitary sewer, in The Village of Hartland. Project includes one (1) pass with a jet for light cleaning prior to televising, video data, inspection reports with PACP codes, and defect still photos. If needed, removal of obstructions (e.g., root, deposits, protruding taps) will be completed at the T&M rates below. Heavy cleaning will be quoted separately.

**Time and Material Rates:**

**Street Accessible Lines – Two Man Crew: \$295.00 per hour (Port to Port)**  
**Easement Accessible Lines – Three Man Crew: \$415.00 per hour (Port to Port)**  
**Total Project Cost not to Exceed \$30,000.00**

**Notes:** By executing this agreement, you agree to pay for the actual time spent for mobilization and time on site to complete the project at the hourly rate above. If needed, bypass pumping to reduce flow levels will be quoted separately.

The Village of Hartland will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

---

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

---

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

[www.visu-sewer.com](http://www.visu-sewer.com)



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

<b>Committee:</b> Village Board	<b>Date:</b> 3/10/2025
<b>Village Board Item Number:</b> 6	<b>Date:</b> 3/24/2025
<b>Submitted By:</b> Tom Jenson, DPW Director	
<b>Subject:</b> Discussion and Consideration to award Ferguson Waterworks the 2025 Hydrant Painting Contract not to exceed \$7,000	

**Details:** Hydrant painting is a vital part of hydrant maintenance and upkeep; this practice also improves the aesthetics of the Village and enhances the visibility for emergency personnel. Annually the Village of Hartland budgets to have a portion of the Village's fire hydrants repainted. Three proposals were sought for the 2025 contract in which Ferguson and Faith Leak Detection tied as the lowest qualified bidder with a price of \$135 per hydrant. Staff recommend awarding the contract to Ferguson over Faith Leak Detection and Services due to scheduling issues with Faith in the past years. Ferguson has not been used for this specific service in the past but has been used by the Village for many other services.

**Financial Remarks:** This expense will come out of the budgeted account 620 - 53700 - 654

**Options & Alternatives:**

**Executive Recommendation:** Staff Recommends awarding the 2025 Hydrant Painting Contract to Ferguson Waterworks not to exceed \$7,000



## 2025 Hydrant Painting Proposal

The following proposal is submitted to the Village of Hartland to furnish all labor, materials, tools, equipment, and incidentals necessary to sandblast, prime and paint fire hydrants. Hydrants will be painted per city color specification.

**DATE:** 1/16/2025

**PRICE PER HYDRANT:**     \$135.00    

**BRAND OF PAINT:**     Devoe Coatings or equal    

**PRODUCT NAME:**     Devthane    

**PRODUCT SERIES:**     379    

**BRAND OF PRIMER:**     Devoe Coatings or equal    

**PRODUCT NAME:**     Devran    

**PRODUCT SERIES:**     224 V    

**Zinc Adder Option:** \$35.00 per hydrant as necessary for high salt spray areas.

Douglas Gries  
Services Director  
(920) 213-1730  
Douglas.Gries@Ferguson.com

---

### Appleton

5350 N Richmond St  
Appleton, WI 54913  
(920) 731-3252

### Green Bay

1281 Cornell Rd  
Green Bay, WI 54313  
(920) 434-7830

### Pewaukee

N49 W22990 Commerce Centre Dr  
Pewaukee, WI 53072  
(262) 691-8890



20678 W. Highway 176  
 Mundelein, IL 60060  
 847-566-9188

# Proposal

Date	Proposal #
2/24/2025	9028

Village of Hartland  
 210 Cottonwood  
 Hartland, WI 53029

Customer Contact #
Jake 262-367-4750

Description	Qty	Cost per Unit	Total
Giant proposes to remove existing coating of paint on hydrants by abrasive blasting to a minimum SSPC-SP6. Followed with Devoe 224 High Epoxy Primer at the recommended coverage rate per coating. After prime coat application, Giant will apply Devoe 379 UVA Urethane; again at the recommended coverage rate per coating.	45	138.00	6,210.00
Secondary cap coating Devoe 379 UVA Urethane - White caps	45	22.00	990.00
Mobilization	1	300.00	300.00
<b>Total</b>			\$7,500.00

We hereby propose to furnish all the materials and perform all the labor necessary for this job description in a substantial workman like manner for the sum of above.  
 Any alterations or deviations from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Pricing does not reflect prevailing wages which may or may not increase price.  
 All agreements contingent upon strikes, accidents or delays beyond our control.  
 Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above mentioned work to be taken out by Giant.

This proposal may be withdrawn by us if not accepted within 60 days.

Respectfully Submitted: Mark Giarrante

With this signature GIANT is authorized to do the work as specified.

Visit our website: [www.giant2u.com](http://www.giant2u.com)

Signature \_\_\_\_\_



## Hartland hydrant blasting and painting.

02/16/25

Attn: James Schlafer

RE: Hydrant painting

Jake,

Below is the information you requested. Please let me know if you need any further information.

**Sandblast, prime and paint hydrants one color and color code caps.      \$ 135.00 each. For 2025**

**Best Regards,**

**John Paalman**

**920-200-2959**



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

<b>Committee:</b> Village Board	<b>Date:</b> 3/10/2025
<b>Village Board Item Number:</b> 7	<b>Date:</b> 3/24/2025
<b>Submitted By:</b> Tom Jenson, DPW Director	
<b>Subject:</b> Discussion and Consideration to award Ferguson Waterworks the 2025 Leak Detection Contract for the sum of \$4,650	

**Details:** Leak Detection in the Village of Hartland is done annually through out the Village after the DPW flushes fire hydrants in the fall. This helps to eliminate hydrants that are leaking and exposes issues within the water distribution system prior to the winter season. Three proposals for the 2025 contract were collected in which Ferguson Waterworks was the lowest qualified bidder with the sum of \$4,650.00 Ferguson has not performed this specific service for the Village in the past but has worked with the Village in other aspect of our water distribution system.

**Financial Remarks:** This will come out of the budgeted account 620 – 53700 - 923

**Options & Alternatives:**

**Executive Recommendation:** Staff recommends awarding the 2025 Leak Detection Contract to Ferguson Waterworks for the sum of \$4650.00



Village of Hartland  
**2025 Leak Detection Survey Proposal**

The following proposal is submitted to: Village of Hartland, to furnish all labor, materials, tools, equipment and incidentals to perform leak detection service. This will consist of listening to 679 Fire Hydrants and any main line valves and services as deemed necessary. In the event a leak is detected on or around any hydrant or service, a complete correlation of the surrounding area will be conducted to pinpoint the leak.

Lump Sum Price for Leak Detection Services:

\$4650.00

Ferguson Waterworks Services Division  
Name of Firm

5350 N Richmond St. / Appleton, WI 54913  
Address

(920) 213-1730  
Telephone Number

Douglas.Gries@ferguson.com  
Email Address

---

**Appleton**

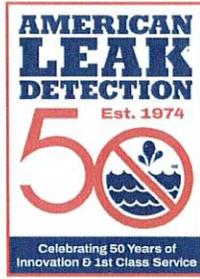
5350 N Richmond St  
Appleton, WI 54913  
(920) 731-3252

**Green Bay**

1281 Cornell Rd  
Green Bay, WI 54313  
(920) 434-7830

**Pewaukee**

N49 W22990 Commerce Centre Dr  
Pewaukee, WI 53072  
(262) 691-8890



P.O. Box 169 Sussex, WI 53089  
www.americanleakdetection.com

February 13, 2025

Village of Hartland  
Department of Public Works  
Jake Schlafer  
319 Highland Drive  
Hartland, WI 53029

Dear Jake,

Thank you for the opportunity to provide a quote for the city-wide hydrant leak survey of approximately 57 miles of Ductile Iron and 2.5 Miles of PVC water distribution mains. The system consists of approximately 679 flushing hydrants and 1420 gate valves.

The following price is based on information provided and includes all travel and labor to complete the surveying and pinpointing of any discovered leaks. Should actual length or type of pipe significantly differ it may be necessary to adjust our rate accordingly.

Survey Area	Total Installed Pipe length	Approximate Days	Cost
Village of Hartland	57 miles	7-8	\$6850.00 - \$7800.00
<b>Total Cost</b>			<b>\$6850.00 - \$7800.00</b>

This project includes approximately 7-8 days of work dependent upon the number of leaks requiring pinpointing. This project may run on weekends and will not be completed on consecutive days.

In order to remain within the quoted costs, it is necessary that the Village perform some preparation for our service in order to prevent stand-by time. This would include having maps available detailing all hydrants, valves, and service lines. Valve boxes may need to be made accessible and cleaned out in order to facilitate correlator testing used for pinpointing any discovered leaks. This quote is effective for 90 days from date of this proposal and will require re-evaluation after that date.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Tews".

Michael Tews  
American Leak Detection of Wisconsin  
262-538-5000  
aldwi@americanleak.com



## Village of Hartland Leak Detection Survey

02/16/25

**A. Scope**            **Revised Bid for listening to all fire hydrants and valves only if needed.**

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey in two phases. A **sonic detection Phase and computer correlation and pinpoint phase**. This will include the entire water distribution system. The survey will be conducted utilizing the following two methods.  
**Note.** We will have regular meetings with the city to keep you informed of our findings.

### **Sonic Phase**

2. Guttermann Aqua scope sonic leak Detection equipment will be used to conduct this portion of the survey listening on all fire hydrants. Valves and services will be listened to on an as needed basis. any indications of leaks will be verified a second time.

### **Correlation & Pinpoint Phase**

3. A Guttermann leak detection noise correlator will be used in this phase to pinpoint the leaks.
4. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.
5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main.
6. After repairs are made, we will re-check repaired areas for underlying leak noise that was covered up by the initial leak.

**Note** Hydrant leaks need to be fixed in a timely manner so areas may be rechecked for underlying leaks.

### **B. Client's Responsibilities Apply for all Scopes of Work**

Client, at its expense, shall provide Faith Leak Detection Services the following information and assistance in a timely manner so as not to delay the project.

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.
2. the contact information of someone who is familiar with the system.
3. Clearly make and provide access to all valves, curb stops by marking in line with curb box on the curb and uncovering if possible and cleaning valves boxes where required prior to initiation of field activities.

4. Total cost \$6950.00

Feel free to call me if you need any further information.

Best regards,

John Paalman

Cell: 920-200-2959



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

<b>Committee:</b> Village Board	<b>Date:</b> 3/13/2025
<b>Village Board Item Number:</b> 8	<b>Date:</b> 3/24/2025
<b>Submitted By:</b> Tom Jenson, DPW Director	
<b>Subject:</b> Presentation of the Municipal Separate Storm Sewer System (MS4) Report	

**Details:** The MS4 permit is a requirement of the Village by the WI DNR Wisconsin Administration Code NR216.07. This storm water permit allows the Village of Hartland to discharge storm water into waters of the state in accordance with the conditions set forth in this permit. This permit is reviewed and presented annually

The purpose of this permit is to hold a high-quality standard for public health, fish and aquatic life, water quality, recreation, and navigable waterways.

This is done by reducing the amount of TSS Total Suspended Solids in the watershed and maintaining a limited TMDL Total Maximum Daily Load.

Village Efforts: Street Sweeping, Catch Basin Vacuuming, Leaf Pickup, Brush Pickup, Pond Inspections and Reporting, Illicit Discharge Inspections, SWPP Inspection, Erosion Control Permitting and Inspections, Calibration of Winter Salting Equipment, Spills Plan, Pet Waste Stations, Nixon Pond Dredging, Education and Outreach.

**Financial Remarks:**

**Options & Alternatives:**

**Executive Recommendation:** No recommendations required just a presentation.

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2024 Annual Report

**County:** Waukesha

**Municipality:** Hartland, Village

**Permit Number:** S050075

**Facility Number:** 31273

**Reporting Year:** 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
  - Storm Water Consortium/Group Report
  - Municipal Cooperation Attachment
  - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(\*If applicable, see permit for due dates.)*
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Hartland, Village

**Facility ID # or (FIN):** 31273

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland, Village

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Tom

**Last Name:** Jenson

Select to **update** current contact information

**Title:** DPW Director

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Phone Number:** 262-367-2714      Ext:      xxx-xxx-xxxx

**Email:** tomj@villageofhartland.wi.gov

**Additional Contacts Information (Optional)**

I&E Program

Individual with responsibility for:  
(Check all that apply)

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:  xxxxx or xxxxx-xxxx

Phone Number:  Ext:  xxx-xxx-xxxx

Email:

### Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name:

Last Name:

Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:  xxxxx or xxxxx-xxxx

Phone Number:  Ext:  xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes  No

Public Education and Outreach Waukesha County SW Group

Public Involvement and Participation Waukesha County SW Group

Illicit Discharge Detection and Elimination

- Construction Site Pollutant Control \_\_\_\_\_
- Post-Construction Storm Water Management \_\_\_\_\_
- Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes  No

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps)	<input type="checkbox"/> Passive print media (brochures at front desk, posters, etc.)
<input checked="" type="checkbox"/> Information booth at event	<input type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email.
<input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.)	<input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.)
<input type="checkbox"/> Government event (public hearing, council meeting)	<input type="checkbox"/> Social media posts
<input checked="" type="checkbox"/> Workshops	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Tours	<input checked="" type="checkbox"/> Website
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

In addition to the group education provided by Waukesha County, Hartland was implementing an outreach plan specific for our community.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

### Minimum Control Measures - Section 2 : Complete

#### 2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Adopt-A-Drain has grown to 253 volunteers who have reported nearly 3,500 pounds of material removed from local storm drains. In addition, there were over 50 people who participated in Citizen Stream Monitoring at 29 sites around the County.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 3 : Complete

### 3. Illicit Discharge Detection and Elimination

- |   |                                  |
|---|----------------------------------|
| a. How many total outfalls does the municipality have?  | <input type="text" value="170"/> |
| b. How many major outfalls does the municipality have?  | <input type="text" value="24"/>  |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?  | <input type="text" value="17"/>  |
| d. From the municipality's routine screening, how many were confirmed illicit discharges?   | <input type="text" value="0"/>   |
| e. How many illicit discharge complaints did the municipality receive?  | <input type="text" value="0"/>   |
| f. From the complaints received, how many were confirmed illicit discharges?  | <input type="text" value="0"/>   |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/>   |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- 
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="3"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order                   | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Forfeiture of Deposit             | <input type="text" value="0"/> |
| <input type="checkbox"/> Other - Describe below                       | <input type="text"/>           |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
- Site received written warning regarding tracking issues.

### Missing Information

Do not close your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 5 : Complete

### 5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
- \*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm  Yes  No

water facilities?

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?  
 Yes  No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

An action plan was made for getting funds to perform maintenance.

### Missing Information

**Do not close** your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 6 : Complete

### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

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Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2024 Annual Report

**County:** Waukesha

**Municipality:** Hartland, Village

**Permit Number:** S050075

**Facility Number:** 31273

**Reporting Year:** 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

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  - Pollution Prevention Annual Report Summary
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    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment

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Form 3400-224(R8/2021)

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**County:** Waukesha

**Municipality:** Hartland, Village

**Permit Number:** S050075

**Facility Number:** 31273

**Reporting Year:** 2024

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- TMDL Attachment
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      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(\*If applicable, see permit for due dates.)*
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    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
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- Sign and Submit form

**Municipal Contact Information- Complete**

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**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Hartland, Village

**Facility ID # or (FIN):** 31273

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland, Village

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Tom

**Last Name:** Jenson

Select to **update** current contact information

**Title:** DPW Director

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Phone Number:** 262-367-2714      Ext:      xxx-xxx-xxxx

**Email:** tomj@villageofhartland.wi.gov

**Additional Contacts Information (Optional)**

I&E Program

**Individual with responsibility for:  
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:**

**Last Name:**

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to **create new** Billing contact

**First Name:**

**Last Name:**

Select to **update** current contact information

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes  No

Public Education and Outreach Waukesha County SW Group

Public Involvement and Participation Waukesha County SW Group

Illicit Discharge Detection and Elimination

- Construction Site Pollutant Control \_\_\_\_\_
- Post-Construction Storm Water Management \_\_\_\_\_
- Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes  No

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps)	<input type="checkbox"/> Passive print media (brochures at front desk, posters, etc.)
<input checked="" type="checkbox"/> Information booth at event	<input type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email.
<input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.)	<input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.)
<input type="checkbox"/> Government event (public hearing, council meeting)	<input type="checkbox"/> Social media posts
<input checked="" type="checkbox"/> Workshops	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Tours	<input checked="" type="checkbox"/> Website
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

In addition to the group education provided by Waukesha County, Hartland was implementing an outreach plan specific for our community.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 2 : Complete

### 2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>11-50</u>	<input type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	<u>101 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Adopt-A-Drain has grown to 253 volunteers who have reported nearly 3,500 pounds of material removed from local storm drains. In addition, there were over 50 people who participated in Citizen Stream Monitoring at 29 sites around the County.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 3 : Complete

### 3. Illicit Discharge Detection and Elimination

- |   |                                  |
|---|----------------------------------|
| a. How many total outfalls does the municipality have?  | <input type="text" value="170"/> |
| b. How many major outfalls does the municipality have?  | <input type="text" value="24"/>  |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?  | <input type="text" value="17"/>  |
| d. From the municipality's routine screening, how many were confirmed illicit discharges?   | <input type="text" value="0"/>   |
| e. How many illicit discharge complaints did the municipality receive?  | <input type="text" value="0"/>   |
| f. From the complaints received, how many were confirmed illicit discharges?  | <input type="text" value="0"/>   |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/>   |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="3"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order                   | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Forfeiture of Deposit             | <input type="text" value="0"/> |
| <input type="checkbox"/> Other - Describe below                       | <input type="text"/>           |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
- Site received written warning regarding tracking issues.

### Missing Information

Do not close your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 5 : Complete

### 5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?   
\*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm  Yes  No

water facilities?

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?  
 Yes  No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

An action plan was made for getting funds to perform maintenance.

### Missing Information

**Do not close** your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 6 : Complete

### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2024 Annual Report

**County:** Waukesha

**Municipality:** Hartland, Village

**Permit Number:** S050075

**Facility Number:** 31273

**Reporting Year:** 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
  - Storm Water Consortium/Group Report
  - Municipal Cooperation Attachment
  - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(\*If applicable, see permit for due dates.)*
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Hartland, Village

**Facility ID # or (FIN):** 31273

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland, Village

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Tom

**Last Name:** Jensen

Select to **update** current contact information

**Title:** DPW Director

**Mailing Address:** 210 Cottonwood Avenue

**Mailing Address 2:**

**City:** Hartland

**State:** WI

**Zip Code:** 53029      xxxxx or xxxxx-xxxx

**Phone Number:** 262-367-2714      Ext:      xxx-xxx-xxxx

**Email:** tomj@villageofhartland.wi.gov

**Additional Contacts Information (Optional)**

I&E Program

**Individual with responsibility for:  
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:**

**Last Name:**

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to **create new** Billing contact

**First Name:**

**Last Name:**

Select to **update** current contact information

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes  No

Public Education and Outreach Waukesha County SW Group

Public Involvement and Participation Waukesha County SW Group

Illicit Discharge Detection and Elimination

- Construction Site Pollutant Control \_\_\_\_\_
- Post-Construction Storm Water Management \_\_\_\_\_
- Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes  No

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps)	<input type="checkbox"/> Passive print media (brochures at front desk, posters, etc.)
<input checked="" type="checkbox"/> Information booth at event	<input type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email.
<input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.)	<input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.)
<input type="checkbox"/> Government event (public hearing, council meeting)	<input type="checkbox"/> Social media posts
<input checked="" type="checkbox"/> Workshops	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Tours	<input checked="" type="checkbox"/> Website
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

In addition to the group education provided by Waukesha County, Hartland was implementing an outreach plan specific for our community.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

### Minimum Control Measures - Section 2 : Complete

#### 2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Adopt-A-Drain has grown to 253 volunteers who have reported nearly 3,500 pounds of material removed from local storm drains. In addition, there were over 50 people who participated in Citizen Stream Monitoring at 29 sites around the County.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 3 : Complete

### 3. Illicit Discharge Detection and Elimination

- |   |                                  |
|---|----------------------------------|
| a. How many total outfalls does the municipality have?  | <input type="text" value="170"/> |
| b. How many major outfalls does the municipality have?  | <input type="text" value="24"/>  |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?  | <input type="text" value="17"/>  |
| d. From the municipality's routine screening, how many were confirmed illicit discharges?   | <input type="text" value="0"/>   |
| e. How many illicit discharge complaints did the municipality receive?  | <input type="text" value="0"/>   |
| f. From the complaints received, how many were confirmed illicit discharges?  | <input type="text" value="0"/>   |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/>   |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- |   |                                |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning                    | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="3"/> |
| <input checked="" type="checkbox"/> Notice of Violation               | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation           | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order                   | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Forfeiture of Deposit             | <input type="text" value="0"/> |
| <input type="checkbox"/> Other - Describe below                       | <input type="text"/>           |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
- Site received written warning regarding tracking issues.

### Missing Information

Do not close your work until you **SAVE**.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 5 : Complete

### 5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
- \*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm  Yes  No

water facilities?

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?  
 Yes  No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

An action plan was made for getting funds to perform maintenance.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 6 : Complete

### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.

b. How many new municipally owned storm water management best management practices were installed in the reporting year?

c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?

d. What elements are looked at during inspections (250 character limit)?

e. How many of these facilities required maintenance?

f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)\*  Not Applicable

g. How many municipal properties require a SWPPP?

h. How many inspections of municipal properties have been conducted in the reporting year?

i. Have amendments to the SWPPPs been made?  
 Yes  No

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

\* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program*  Not Applicable

l. Did the municipality conduct street sweeping during the reporting year?  
 Yes  No

m. If known, how many tons of material was removed?

n. Does the municipality have a [low hazard exemption](#) for this material?  Yes  No

o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

Yes - Explain frequency Once per week in fall

No - Explain \_\_\_\_\_

Not Applicable



b. How many new municipally owned storm water management best management practices were installed in the reporting year?

c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?

d. What elements are looked at during inspections (250 character limit)?

e. How many of these facilities required maintenance?

f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)\*  Not Applicable

g. How many municipal properties require a SWPPP?

h. How many inspections of municipal properties have been conducted in the reporting year?

i. Have amendments to the SWPPPs been made?  
 Yes  No

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

\* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program*  Not Applicable

l. Did the municipality conduct street sweeping during the reporting year?  
 Yes  No

m. If known, how many tons of material was removed?

n. Does the municipality have a [low hazard exemption](#) for this material?  Yes  No

o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes - Explain frequency Once per week in fall  
 No - Explain \_\_\_\_\_  
 Not Applicable



- ac. Was salt applying machinery calibrated in the reporting year?  Yes  No
- ad. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No

Training Date	Training Name	# Attendance
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- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

### Internal (Staff) Education & Communication

- af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element?  Yes  No

If yes, describe what training was provided (250 character limit):

R/M DPW Best Practices Breakfast (4/24/24 and 12/5/24), R/M MS4 Workshop (2/14/24) and Recycling and Stormwater Community Meeting 1/30/24.

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Village board meetings.

Municipal Officials

Village board meetings, staff meetings, website and newsletter postings.

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Routine staff meetings, board meetings, website and newsletter postings.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The Village emphasizes the importance of storm water management during preconstruction meetings and new and redevelopment permit reviews. Staff are encouraged to attend opportunities for training.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

**Minimum Control Measures - Section 7 : Complete**

**7. Storm Sewer System Map**

a. Did the municipality update their storm sewer map this year?

Yes  No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

## Final Evaluation - Complete

### Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
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**Element:** Public Education and Outreach

2931	3010	3160	<u>General revenue fund</u>
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**Element:** Public Involvement and Participation

550	600	630	<u>General revenue fund</u>
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**Element:** Illicit Discharge Detection and Elimination

3200	3380	3549	<u>General revenue fund</u>
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**Element:** Construction Site Pollutant Control

4120	4250	4462	<u>General revenue fund</u>
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**Element:** Post-Construction Storm Water Management

3200	3200	3360	<u>General revenue fund</u>
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**Element:** Pollution Prevention

9500	9910	10405	<u>General revenue fund</u>
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**Other (describe)**

Storm Sewer System Map			
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500	590	620	<u>General revenue fund</u>
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Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

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### Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Storm Water Quality Management

**a.** Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)?  Yes  No

**b.** If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

**Requests for Assistance on Understanding Permit Programs**

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Storm Sewer System Map

 File Attachment

### Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Missing Information

**Draft and Share PDF Report with the permittee's governing body or delegated representatives.**

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

## Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Complete

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Has Missing Items

Final Evaluation: Complete