



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, OCTOBER 28, 2025 AT 5:30 PM

MUNICIPAL BUILDING - 106 JONES STREET, WATERTOWN, WI 53094 - SECOND FLOOR
COUNCIL CHAMBERS

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 225 151 7335 Passcode: 589577 One tap mobile +16469313860

<https://us06web.zoom.us/j/2251517335?pwd=CGWSR4CfRC7UbsSGaZGakmJc6b3BUo.1>

All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

3. REVIEW AND APPROVE MINUTES

A. Public Works minutes from September 23, 2025

4. BUSINESS

A. Review and take possible action: 2025 Stormwater Utility Rate Study Update

B. Update, no action required: Clark Street STP-Urban Grant Submittal

C. Update, no action required: Fannie P. Lewis Park Shoreline Stabilization Project

D. Review and discuss: agreement with the City of Waukesha Fire Department and the City of Watertown Fire Department for specialized emergency response services

E. Review and take possible action: Wastewater Department; approve biosolids land application agreement

F. Review and take possible action: Purchase new primary sludge pumps

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at cityclerk@watertownwi.gov phone 920-262-4000

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

PUBLIC WORKS COMMISSION

Tuesday, September 23, 2025

5:30 p.m.

The Public Works Commission met on the above date and time. The following members were present: Alderpersons Brad Blanke, Dan Bartz, Myron Moldenhauer, and Tony Arnett (remote); Citizen member Pete Thompson. Also present: City Staff Andrew Beyer, Pete Hartz, Maureen McBloom, Richie Piltz.

1. **Call to order.** Chairperson Arnett called the meeting to order at 5:30 p.m.
2. **Comments and Suggestions from Citizens Present.** None.
3. **Review and take possible action. Minutes of PWC meeting of August 25.** Mr. Bartz moved to approve the minutes as presented, seconded by Mr. Thompson. Motion carried by unanimous voice vote.
4. **Motion to alter the order of the agenda.** Mr. Bartz moved and Mr. Moldenhauer seconded to move Item C (2025 Stormwater Program) ahead of Item B (2025 Stormwater Utility Rate Study Update). Motion carried by unanimous voice vote.
5. **Review and take possible action: Sidewalk repair order for 1119 N. Fourth Street.** Mr. Moldenhauer moved and Mr. Blanke seconded to approve the sidewalk repair order. Mr. Bartz asked if this was due at all to tree roots. Staff confirmed it was, and that the roots would be cut as part of the fix. The repair will be delayed until a seasonal time when it is safer (for the tree) to cut the root. Motion carried by unanimous voice vote.
6. **Update, no action required: 2025 Stormwater Program.** Ms. McBroom presented the update on the 2025 Stormwater Program. (See complete presentation in meeting materials.) A large focus is the MS4 permit, including TMDL. Water quality trading is being used to help reduce what would otherwise be a \$13 million cost to the city. The next MS4 permit is expected this fall. Another focus is the Westside creek system study. Mr. Blanke asked if “cure in place” technique was used for stormwater sewer as it is for sanitary sewer. Mr. Beyer confirmed it is.
7. **Review and take possible action: 2025 Stormwater Utility Rate Study Update.** Steve Wurster and Bridgot Gysbers from Ruekert Mielke presented the Stormwater utility rate study. (Note: Mr. Arnett stepped away from the meeting at this time.) Stormwater utility rates were last increased in 2020 and are currently deficient to produce the revenue required. Three options were presented, ranging from \$1.47 to \$3.25 extra per month for the typical single-family home. Commission members had questions about long-term costs, possibly staggering the costs (to delay some), and the MS4 permit-related costs. Mr. Blanke also noted this is the second utility where rate increases should have been made years ago but were not, resulting in larger increases being needed now. (He also noted this was not the fault of city staff.) He emphasized the importance of getting on a schedule of annual inflation-based increases. Staff will bring additional information about financial options to “smooth” out the increase to the next Commission meeting. Mr. Moldenhauer moved and Mr. Thompson seconded to postpone this topic until the meeting on October 13th. Motion carried by unanimous voice vote.

8. **Review and discuss: Capital Improvement Program (CIP) Overview.** Mr. Beyer presented a brief overview of the 5-year capital improvement plan (CIP) for background information to Commission members. (See complete presentation in meeting materials.) Mr. Blanke asked how much “cure in place” is done each year. Mr. Hartz indicated it varies based on what money is left in capital for the year after the major reconstruction is accounted for. Mr. Bartz asked how it works to determine the annual streets amount versus the borrowing fund. The borrowing tends to be for reconstruction and resurfacing. (Note: Mr. Arnett returned at this time.) Mr. Arnett noted that he plans to push for additional borrowing for streets for 2026 of at least another \$500,000 and he asked for the other Alderpersons on the Commission to support that request in the annual budget process.
9. **Review and take possible action: Street resurfacing and reconstruction approach.** Mr. Arnett asked Mr. Blanke to introduce this topic as he had originally requested it. Mr. Blanke asked generally if it was practical and possible to find sufficient streets in poor enough condition that were not likely to be reconstructed or resurfaced in the near future that some other form of maintenance could be performed on them in the near term (thereby both renewing the road surface as well deferring the eventual resurfacing or reconstruction.) Staff confirmed there were sufficient streets that would meet this criteria. There was discussion of what this other form of maintenance might look like (such as milling less than a typical “full depth” resurfacing.) Staff will investigate if there are other newer methods to consider between crack sealing and mill and overlay, such as “microsurfacing”.
10. **Adjournment.** Mr. Moldenhauer moved to adjourn at 7:25 p.m., seconded by Mr. Blanke. Motion carried by unanimous voice vote.

Respectfully submitted,

Tony Arnett, Chairperson

MEMO

Public Works Department

To: Chairman Arnett and Commission Members

From: Andrew Beyer, P.E.

Date: October 9, 2025

Subject: Public Works Commission Meeting of October 28, 2025

Review and take possible action: 2025 Stormwater Utility Rate Study Update

Background

Ruekert & Mielke has completed the requested revisions to the proposed 2025 Stormwater Utility Best Practices Review and Rate Update. Per the Public Works Commission direction at the September 23, 2025 meeting, the three alternative scenarios have been revised to show a more even distribution of utility rate increases over the next ten years.

The City last adjusted stormwater rates in 2020. Since that time, operating expenses have grown about 3.6% annually, and capital needs have increased following the 2024 flood-control study, infrastructure projects, and MS4 Permit compliance projects.

The update modeled three alternatives; each paired with a draft 10-year Capital Improvement Plan:

- Alternative 1 funds the current approach, about \$16.2 million over 10 years. A single-family bill would increase from \$12.52 per month today to \$15.77 per month in 2026, a 26% increase, with another 12% adjustment in 2027 and 3% inflationary increases thereafter.

Revisions to Alternative 1 would increase a single-family bill to \$14.63 per month during the first year (2026), which is a 20% increase over the current charges (currently \$12.52 per month). Future projected increases include an 18% increase in 2027, a 7% increase in 2028 & 2029, and 2% increase in 2030-2035.

This approach includes implementation of the 2024 Flood Control Plan over the next 30-40 years.

- Alternative 2 provides a balanced approach at about \$14.5 million over 10 years, with some project deferrals and a modest reduction in operating costs. A single-family bill would rise to

MEMO

\$14.48 per month in 2026, a 16% increase, with an additional 9% adjustment in 2028 and 3–4% annual increases thereafter.

Revisions to Alternative 2 would increase a single-family bill to \$13.48 per month during the first year (2026), which is a 9% increase over the current charges (currently \$12.52 per month). Future projected increases include 9% increases in 2027, 2028 & 2029, 5% increases in 2030 & 2031, a 3% increase in 2032, and 2% increases in 2033-2035.

Some equipment replacement would be deferred, and implementation of the 2024 Flood Control Plan would likely take more than 40 years.

- Alternative 3 reduces capital work to \$12.6 million over 10 years and further delays projects. A single-family bill would increase to \$13.99 per month in 2026, a 12% increase, with another 8% adjustment in 2030 and 3–4% increases thereafter.

Revisions to Alternative 3 would increase a single-family bill to \$13.35 per month during the first year (2026), which is an 8% increase over the current charges (currently \$12.52 per month). Future projected increases include an 8% increase in 2027, 6% increases in 2028 & 2029, 4% increases in 2030, 2031 and 2032, and 3% increases in 2033-2035.

Additional equipment replacement would be deferred, and implementation of the 2024 Flood Control Plan would be spread further into the future.

All three alternatives maintain required reserves and debt coverage. Ruekert & Mielke’s recommendation is Alternative 2, which balances affordability with continued progress on stormwater goals.

Budget Goal

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Promotes and fosters innovative approaches for community development and growth
3. Maintains a safe and healthy community, and expands community education on safety and health

Financial Impact

Financial Impact to Rate Payers

For the average single-family property, the monthly bills between the three proposed alternatives in 2026 ranges from \$13.99 to \$15.77, compared to the current \$12.52. This equates to an annual increase of \$18 to \$39 per household, depending on the selected alternative.

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The revised proposed alternatives increase the monthly bills for the average single-family property between \$0.83 to \$2.11 per month in the first year (2026), or a monthly charge of 13.35-14.63. This equates to an annual increase of \$9.96 to \$25.32, depending on the selected alternative.

Other property owners, including larger commercial and industrial users would see proportional increases based on their ERU assignments. The recommended Alternative 2 keeps increases moderate while ensuring that stormwater infrastructure and flood mitigation projects continue moving forward.

Financial Impact to the Utility

The stormwater utility directly funds three core program areas: flood control, pollutant reduction and Municipal Separate Storm Sewer System (MS4) Permit compliance, and system maintenance. Flood control investments strengthen the City's ability to manage storm events and mitigate property damage. Pollutant reduction programs address water quality through compliance with DNR-issued MS4 permit requirements, including sediment and phosphorus load reductions. Maintenance funding ensures that outfalls, pipes, ditches, stormwater ponds and other BMPs function properly and remain in compliance with inspection and reporting requirements. Sustained investment in these areas keeps the City in good standing with the Wisconsin DNR and prepares the City to withstand and recover from large rain events, while reducing long-term liabilities tied to deferred maintenance or noncompliance.

Recommendation

Staff concurs with Ruekert & Mielke's recommendation of Alternative 2. This option keeps rate impacts moderate while still moving forward on flood control, pollutant reduction, and system maintenance. It maintains compliance with DNR permit requirements and keeps the utility financially sound. A single-family bill would move from \$12.52 to \$14.48 per month in 2026, with future adjustments as outlined.

2025 WATERTOWN STORMWATER UTILITY BEST PRACTICES REVIEW AND RATE UPDATE



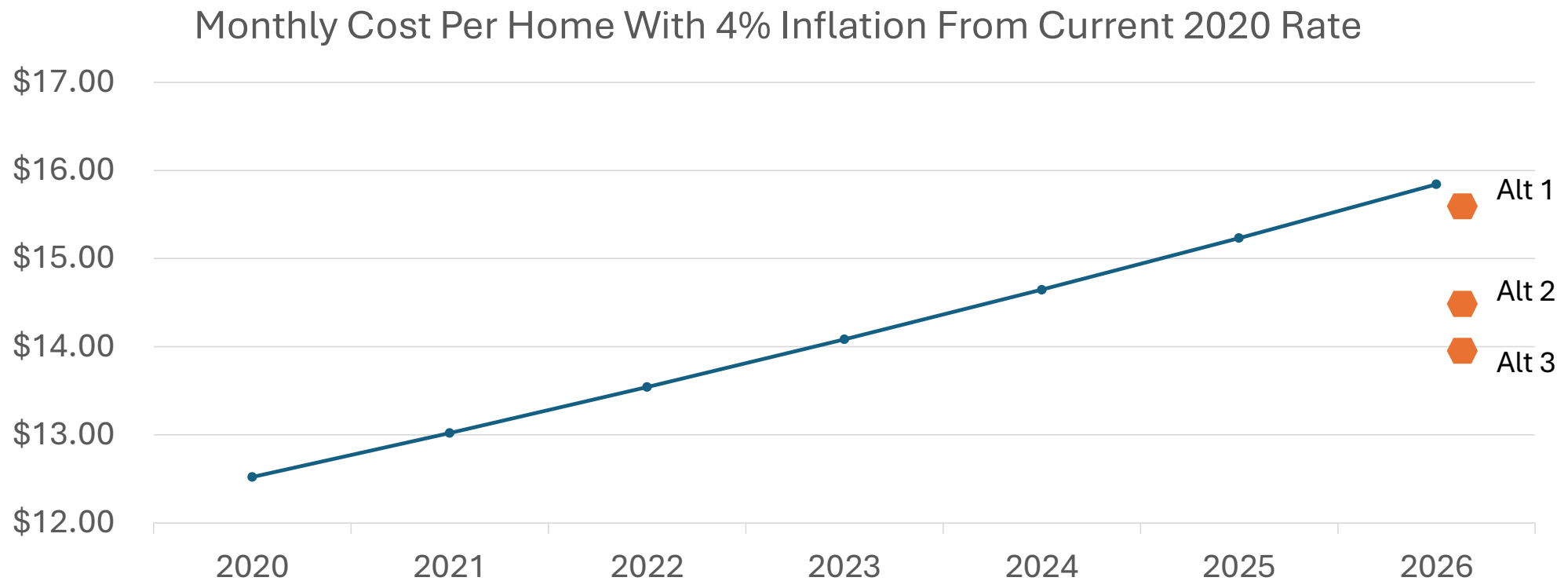
Bridgot Gysbers
Economic Consultant



Steve Wurster
Stormwater Engineer
President



Theoretical Rates With Annual Inflation Adjustments



Projected Rate Increases (from study)

Single Family Home

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Alt 1	26%	12%	3%	3%	3%	3%	3%	3%	3%	3%
Alt 2	16%	4%	9%	4%	4%	4%	3%	3%	3%	3%
Alt 3	12%	4%	4%	4%	8%	3%	3%	3%	3%	3%

Industrial

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Alt 1	30%	12%	3%	3%	3%	3%	3%	3%	3%	3%
Alt 2	19%	4%	9%	4%	4%	4%	3%	3%	3%	3%
Alt 3	14%	4%	4%	4%	8%	3%	3%	3%	3%	3%

Projected Rate Increases (Lower Initial Increase)

Single Family Home

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Alt 1	20%	18%	7%	7%	2%	2%	2%	2%	2%	2%
Alt 2	9%	9%	9%	9%	5%	5%	3%	2%	2%	2%
Alt 3	8%	8%	6%	6%	4%	4%	4%	3%	3%	3%

Industrial

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Alt 1	20%	18%	7%	7%	3%	3%	3%	3%	3%	3%
Alt 2	10%	9%	9%	9%	5%	5%	3%	2%	2%	2%
Alt 3	9%	8%	6%	6%	4%	4%	4%	3%	3%	3%

Single Family Home - Monthly Costs

Original From Study

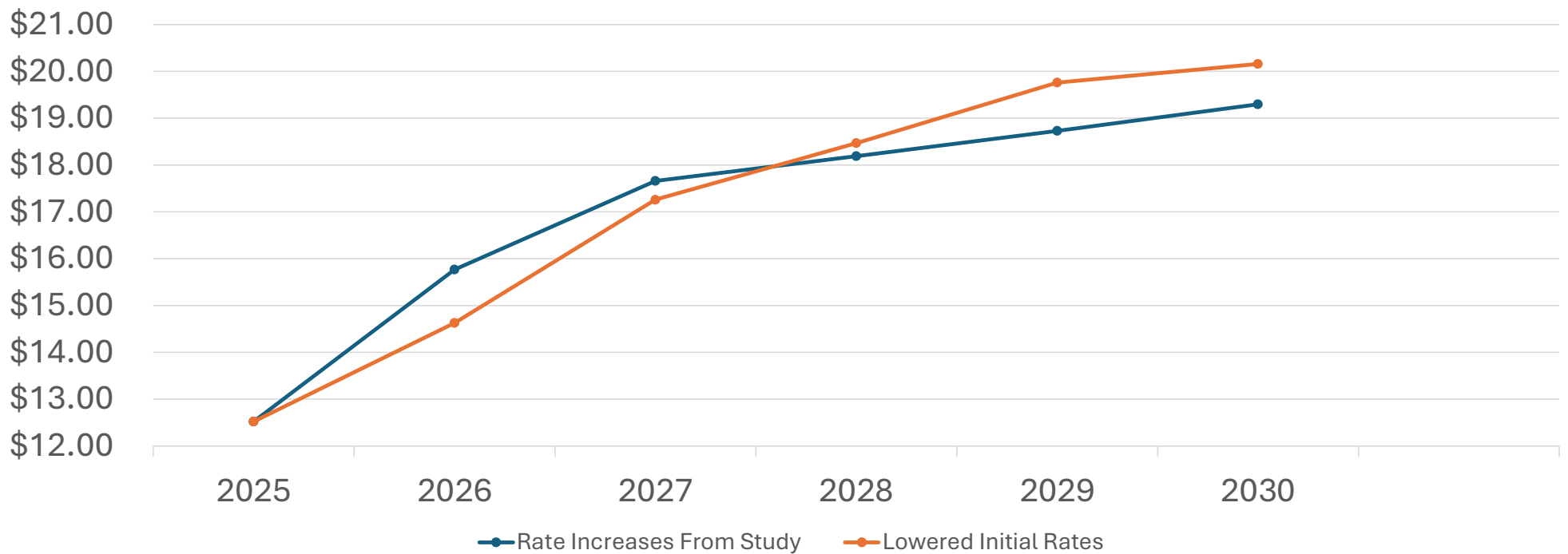
	Current	2026	2027	2028	2029	2030
Alt 1	\$12.52	\$15.77	\$17.66	\$18.19	\$18.73	\$19.30
Alt 2	\$12.52	\$14.48	\$15.06	\$16.41	\$17.07	\$17.75
Alt 3	\$12.52	\$13.99	\$14.55	\$15.13	\$15.74	\$16.99

Revised – Lower Initial Rates

	Current	2026	2027	2028	2029	2030
Alt 1	\$12.52	\$14.63	\$17.26	\$18.47	\$19.76	\$20.16
Alt 2	\$12.52	\$13.48	\$14.69	\$16.02	\$17.46	\$18.33
Alt 3	\$12.52	\$13.35	\$14.42	\$15.28	\$16.20	\$16.85

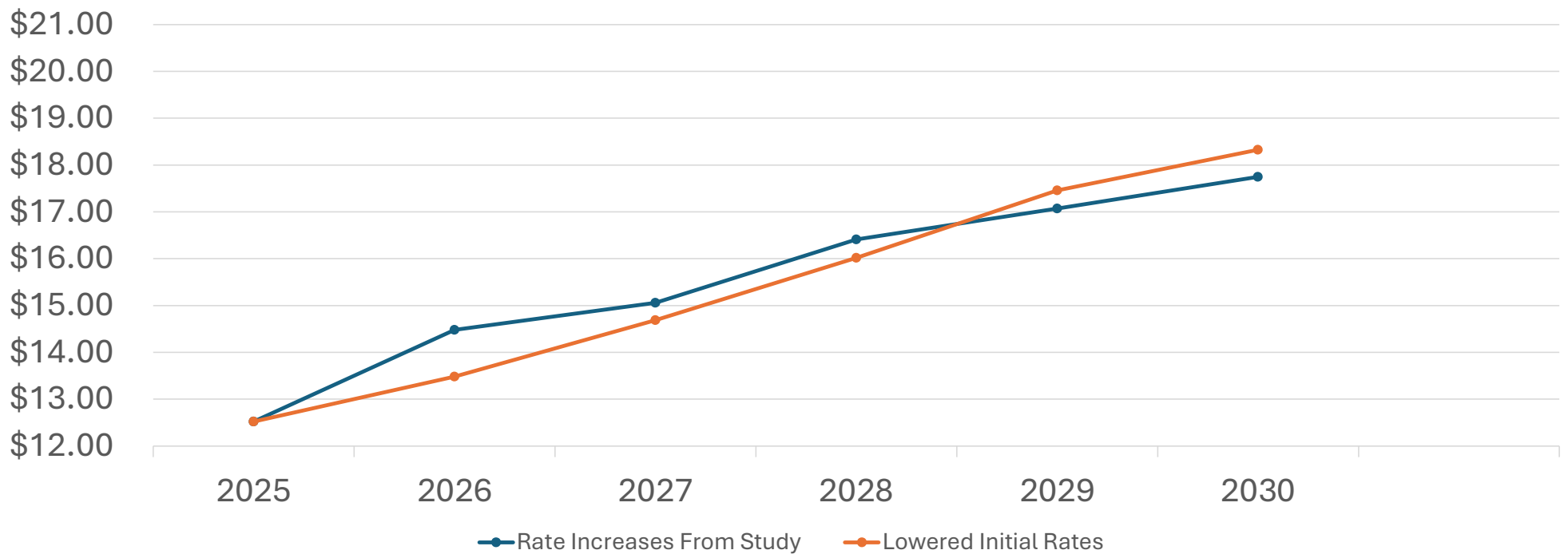
Rate Adjustment Glide Path – Alternative 1

Monthly Cost Per Home



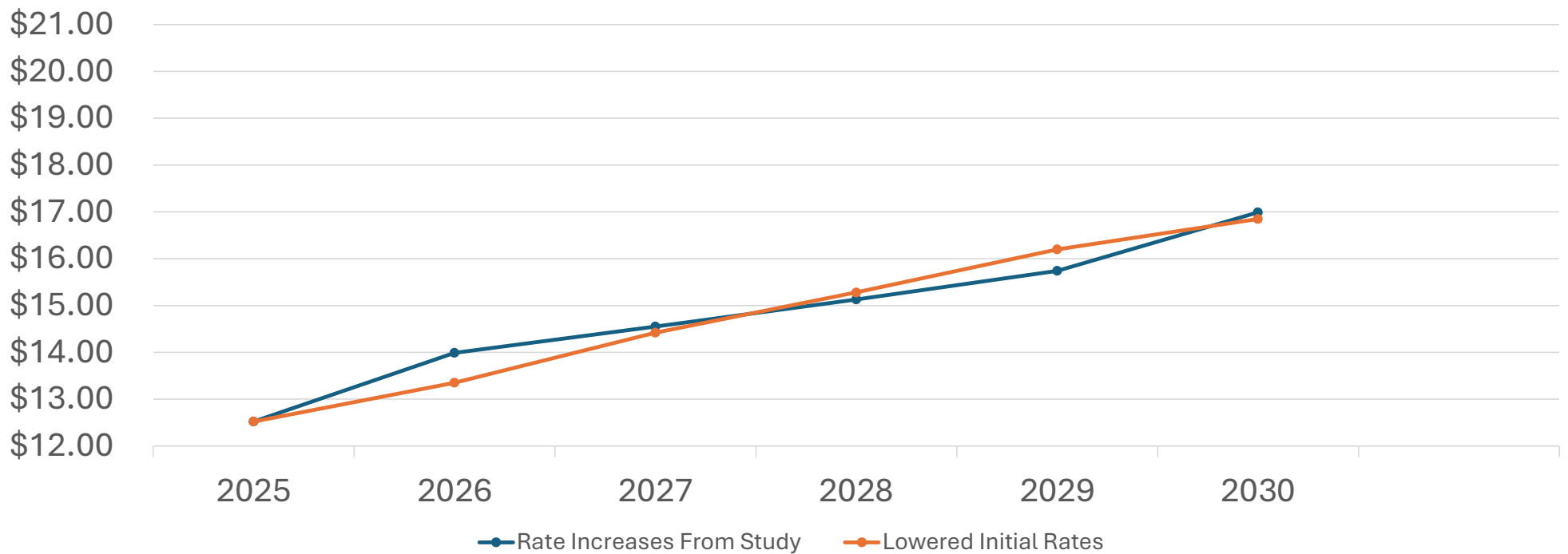
Rate Adjustment Glide Path – Alternative 2

Monthly Cost Per Home



Rate Adjustment Glide Path – Alternative 3

Monthly Cost Per Home



Impact on Cash Balance

- AWWA Recommendation:
 - Cash balance = 1 year of O&M
- Alt 1:
 - 81-99% from 2026-2029; 100%+ from 2030-2035
- Alt 2:
 - 81-94% from 2026-2031, 100%+ from 2032-2035
- Alt 3:
 - 92-99% from 2026-2032, 100%+ from 2033-2035
- Notes:
 - All revised rate structures fall below City's historic cash balance levels and best practice recommendations for first several years
 - AWWA recommendation is conservative
 - Use of debt could flatten out cash flow demands



Questions



Steve Wurster, PE
President / Stormwater Engineer
Ruekert & Mielke

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MEMO

Engineering Division of the Public Works Department

To: Chairperson Arnett and Commission Members
From: Andrew Beyer P.E., Director of Public Works/City Engineer
Date: October 9, 2025
Subject: Public Works Commission Meeting of October 28, 2025

Agenda Items:

Update, no action required: Clark Street STP-Urban Grant Submittal

BACKGROUND

Update, no action required: Clark Street STP-Urban Grant Submittal

The Engineering Division sought permission from the Finance Committee to submit one application for Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Urban funding. The upcoming cycle would provide funding between 2026 and 2031.

Program objective:

The objective of the STP-Urban Program is to improve transportation on Wisconsin's federal-aid eligible roads and streets in urban areas.

Program definition:

Federal funding is provided for a wide range of transportation-related activities, including projects on higher function local roads not on the State Trunk Highway system, and local safety improvements. The program is funded through the federal Infrastructure Investment and Jobs Act (IIJA).

Program eligibility:

Projects must meet federal and state requirements. Counties, towns, cities, villages and certain public authorities located within urban and urbanized areas are eligible for funding on roads functionally classified as urban "collector" or higher. Local improvement projects on connecting highways are not eligible for STP-Urban funds.

Project application deadline is no later than 5:00 p.m. Friday, October 31, 2025. Submitting applications prior to the deadline will allow WisDOT time for quick review and communication with locals on any outstanding questions. Late applications will NOT be considered.

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The STP-Urban Program funds up to 80% of eligible road improvements. The City is responsible for funding the remaining 20% of eligible road improvements. The Engineering Division recommends that Clark Street between S. Twelfth Street and Humboldt Street be submitted for STP Urban funding for a 2031 construction project. The breakdown for estimated project funding is as follows:

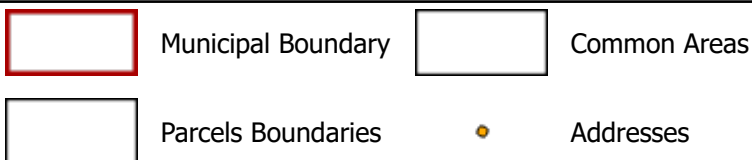
ITEM	STP WisDOT – 80%	STP LOCAL – 20%	NON- PARTICIPATION – 100% LOCAL
Clark Street Design (2028-2030)	302,640	75,660	-
Clark Street Real Estate (2030)	-	-	\$64,600
Clark Street Roadway Construction (2031)	\$1,444,027	\$361,007	-
Clark Street Water Main Construction (2031)	-	-	\$296,625

City Total Estimated Cost	\$797,892
WisDOT Total Estimated Cost	\$1,746,667

WisDOT will participate in storm sewer construction costs and roadway reconstruction costs. WisDOT will not participate in water main or sanitary sewer construction costs, or real estate costs.

Attachments:

- Site Map



MEMO

Engineering Division of the Public Works Department

To: Chairperson Arnett and Commission Members

From: Andrew Beyer P.E., Director of Public Works/City Engineer

Date: October 23, 2025

Subject: Public Works Commission Meeting of October 28, 2025

Agenda Items:

Update, no action required: Fannie Lewis Park Shoreline Stabilization TRM Grant: Design Update

Background

Update, no action required: Fannie Lewis Park Shoreline Stabilization TRM Grant: Design Update

The Engineering Division received permission from the Finance Committee to apply for a Wisconsin Department of Natural Resources (WDNR) Targeted Runoff Management (TRM) Grant in April 2024 for the stabilization of approximately 750 feet of shoreline along the Rock River in Fannie Lewis Park. The application was successful, and the City received a grant award of 70% of the design and construction cost up to \$113,943 (state share of \$18,990 for design and \$94,953 for construction.) The grant period ends December 31, 2026.

Seven (7) consultants submitted proposals in response to a Request for Proposals (RFP) for design and permitting services related to this project. Kapur was the selected consultant, with a proposed design cost of \$25,025, which also includes construction oversight. The Engineering Division is working cooperatively with the Parks, Recreation and Forestry Department on this design project with Kapur. Construction is scheduled to occur in 2026.

Budget Goal

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MEMO

Financial Impact

The shoreline at Fannie Lewis Park is in need of repair, as citizens have noted through multiple complaints over the past couple of years. Last year’s river drawdown made the poor shoreline condition very visible. The overall project was estimated at \$162,776. By using a TRM Grant to complete this work, the City’s cost is reduced to an estimated \$48,833 for design and construction. This is a reimbursable grant, which will be administered through the Engineering Division.

Recommendation

No action is requested at this time. Further updates will be provided to the Public Works Commission and Parks, Recreation and Forestry Commission regarding design and construction in 2026.

Map of Project Area



MEMO

Photos of Project Area

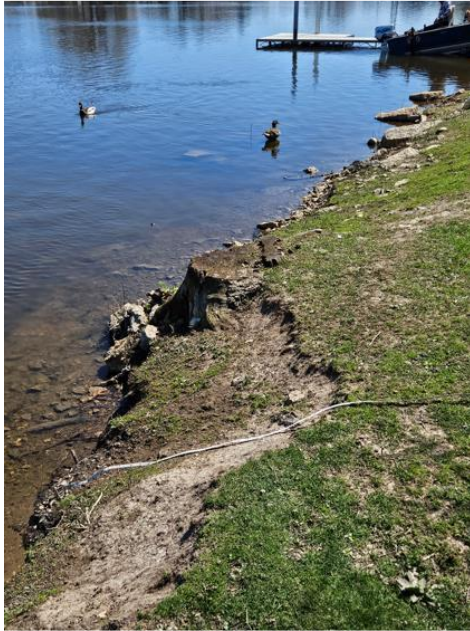


Photo 1 (facing east): shoreline north/upstream of boat launch.



Photo 2 (facing south along shoreline) near parking lot.



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Arnett and members of the Public Works Commission
22, 2025
From: Peter Hartz – Water Systems Manager

October

Re: October 28, 2025, Public Works Commission agenda items

Water Systems:

Review and take possible action Enter into agreement with City of Waukesha Fire Department and City of Watertown Fire Department for specialized emergency response services.

Background:

Watertown Water Systems disinfects its drinking water using pure chlorine gas. Currently, self-contained breathing apparatus (SCBA) units are not stored outside the chlorine rooms at any of the three treatment plants. A recent review with Fire Chief Reynen revealed that there is no formal agreement with the City of Watertown Fire Department to respond to a chlorine gas release.

To maintain a safe workplace and ensure compliance with state safety requirements, it is necessary to establish specialized emergency response support in the event of a chlorine gas leak or a confined space rescue.

Wisconsin Administrative Code Reference – NR 811.48(7):

When chlorine gas is used, the code requires respiratory protection equipment (NIOSH-approved gas masks with compressed air and at least 30-minute capacity) to be readily available outside chlorine storage rooms. The equipment must be compatible with that used by the local fire department. Alternatively, for installations using 150-pound cylinders, an agreement with the local fire department that has appropriate gas masks and capabilities may be approved by the Department of Natural Resources (DNR).

Current Conditions:

- Water Department staff are prohibited from entering a building during a chlorine gas leak.
- Maintaining SCBA equipment on site would not align with our safety policies.
- The Watertown Fire Department is not trained or equipped to enter a chlorine-contaminated environment, or a confined space.
- In the event of a leak, a mutual aid request would be required for the Waukesha Fire Department HAZMAT Team.

Watertown Water Systems maintains comprehensive Emergency Management Plans for all three water treatment plants. These plans are on file with Wisconsin Emergency Management (WEM) and the State Emergency Response Commission (SERC) and meet off-site planning requirements. However, the current plans list incorrect response agencies, including the Watertown Fire Department and county-level responders. The new agreement will update these emergency response plans to accurately reflect the appropriate specialized response team.

Personal Protective Equipment (PPE):

As listed by Dodge and Jefferson County Emergency Management, available PPE includes safety glasses, boots, gloves, helmets, face shields, and goggles. SDS recommendations also include protective clothing and quick-drench or eyewash facilities for potential contact with cold or evaporating chlorine.

Chlorine Stored On-Site:

- West Treatment Plant: 750 lbs (5 × 150-lb cylinders)
- Central Treatment Plant: 750 lbs
- Northeast Treatment Plant: 750 lbs

Financial Impact: The proposed mutual aid agreement will cost \$9,144 annually.

Recommendation: Approve the mutual aid agreement between the City of Watertown, City of Waukesha Fire Department, and Watertown Water Systems for specialized emergency response to chlorine gas and confined space incidents.

Sincerely,

Peter Hartz

Water Systems Manager

Technical Rescue Service Contract

City of Waukesha Fire Department

This Agreement is by and between the City of Waukesha, referred to herein as Waukesha, and the Municipality identified below, pursuant to Wis. Stats. §66.0301. Together, Waukesha and Municipality are referred to herein as the Parties.

Municipality: *City of Watertown*

Recitals

Waukesha's Fire Department has equipment suitable for, and personnel trained for, the performance of certain technical-rescue operations. Waukesha's Fire Department is also capable of providing training in certain technical-rescue situations to other municipalities' emergency-services personnel.

Municipality wishes to contract with Waukesha to provide technical-rescue services within Municipality, and Waukesha is willing to provide such services, subject to the terms of this Contract.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **Definition.** For purposes of this Contract, Technical Rescue Services means the provision of personnel, materials and equipment for rescue in incidents meeting the technician level as specified in NFPA 1670 Operations and Training for Technical Search and Rescue Incidents (2014 edition) chapters 5 (Rope Rescue), 6 (Structural Collapse Search and Rescue), 7 (Confined Space Search and Rescue) and 11 (Trench and Excavation Search and Rescue).
2. **Waukesha Obligations.** Waukesha shall provide Technical Rescue Services for Municipality, 24 hours per day, seven days per week, subject to all of the terms and conditions of this Contract. Personnel provided by Waukesha shall be trained to the Technician Level, and equipment provided by Waukesha shall be appropriate for the Technical Rescue Services requested by Municipality, in Waukesha's sole discretion. Waukesha shall also provide to Municipality a 24-hour-per day Technical Rescue Help Line and on-site evaluations.
3. **Municipality Obligations.** Municipality shall provide personnel trained to the Technical Rescue Awareness Level to assist with incident operations, when its own needs allow.
4. **Request for Services Procedure.** Requests for Technical Rescue Services shall be made by the Municipality's Incident Commander. Requests shall be made to the City of Waukesha Dispatch Center. Incident Commanders can request a technical rescue response through their normal mutual aid or MABAS procedures.

Waukesha is not obliged to accept calls for Technical Rescue Services from any persons other than Municipality command staff as described above. Waukesha shall have discretion to refuse calls from other persons.

5. **Availability of Services.** All of Waukesha's obligations stated in section 2 shall be subject to availability of personnel and equipment, determined in the sole discretion of Waukesha. Incidents within the City of Waukesha shall receive priority over obligations to Municipality under this Contract. Availability shall not be withheld by Waukesha unreasonably, and Waukesha shall honor its obligations to Municipality in good faith. Once on-site at an incident in response to a request from Municipality, Waukesha shall not leave the site until the Incident Commander has consented.
6. **Incident Command.** Municipality's fire department will be the incident commander at all incidents to which City of Waukesha Fire Department provides Technical Rescue Services pursuant to this Contract; however, Waukesha shall have complete discretion and authority as to the provision of Technical Rescue Services.

7. **Term, Renewal, Early Termination.** This Contract shall be effective upon its complete execution, and its initial term shall be one year from its effective date. This Contract shall automatically renew for additional successive one-year renewal terms, unless notice of non-renewal is given by either party at least 30 days in advance of the expiration of the current term.
8. **Compensation.** Municipality shall compensate Waukesha for the expenses of providing personnel, materials and equipment for Technical Rescue Services, as follows:
 - a. **Annual Fee.** \$9,144, paid in advance upon the execution of this Contract and upon the commencement of each renewal term. If this Contract is terminated early by Waukesha as provided in section 7, a pro-rata refund of the Annual Fee shall be paid to Municipality.
 - b. **Per-Incident Fee.** A fee for each incident to which Waukesha provides Technical Rescue Services, determined by the type of services, personnel, materials, and equipment provided to Municipality for each incident, according to the Fee Schedule maintained by Waukesha. The Fee Schedule is attached as Exhibit A. The Fee Schedule may be amended by Waukesha from time to time, in Waukesha's sole discretion. The Incident Fee shall be invoiced to Municipality, and payments shall be due 30 days after invoice date. A late fee of 1% per month shall be paid by Municipality for all amounts remaining unpaid 60 days after invoice date. Documentation to support Incident Fee invoices shall be provided to Municipality on request.
9. **Responsibility for Personnel.** The Parties shall each retain responsibility for compensation of their own employees, contractors and agents. The Parties shall each retain responsibility for injuries to their respective employees, contractors and agents; and shall each maintain worker compensation insurance at a minimum of statutory requirements.
10. **Indemnification.** The Parties shall each indemnify and hold the other harmless from any and all third-party (including the Parties' respective employees) claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, the acts or omissions of the Parties' respective employees, contractors and agents occurring in the performance of this Contract, including court costs and actual attorney fees.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors, contracting pursuant to Wis. Stats. §66.0301. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
13. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

15. Notices. All written notices required by this Contract shall be addressed as follows:

To Waukesha: Attention Fire Chief
 City of Waukesha Fire Department
 130 W St Paul Ave
 Waukesha WI 53188

To Municipality: *City of Watertown*
 Attention Fire Chief
 Watertown Fire Department
 621 Bernard Street
 Watertown, WI 53094

16. Governing Law and Jurisdiction. This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

17. Integration. This Contract constitutes the entire agreement of the Parties concerning the subject matter expressed herein. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

Executed as of the date of last signature below.

City of Waukesha

 Shawn N. Reilly, Mayor
 Date: _____

 Clerk
 Date: _____

 Robert N. Goplin, Fire Chief, City of Waukesha
 Date: _____

Municipality

 (sign above)
 Print name: _____
 Title: _____
 Date: _____

 (sign above)
 Print name: _____
 Title: _____
 Date: _____

Exhibit A

**Waukesha Fire Department
Technical Rescue Services
Per-Incident Fee Schedule
January 1, 2025**

Personnel

Hourly rate of on duty (straight time rate) and call back (overtime rate) personnel (includes fringe benefits)
Emergency Response – Actual time
Stand By – Minimum 2 hour charge

Materials

Supplies Used - Invoice price, including shipping and handling
Additional Equipment Used - Costs associated with repair or replacements
Specialized Equipment - Municipality responsible for purchase

Equipment

According to the current “Schedule of Equipment Rates” published by Federal Emergency Management Agency (FEMA)
Emergency Response – Actual time
Stand By – Minimum 2 hour charge

Administrative Fee

Flat rate - \$200.00



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Arnett and members of the Public Works Commission
22, 2025
From: Peter Hartz – Water Systems Manager

October

Re: October 28, 2025, Public Works Commission agenda items

Water Systems:

Review and take possible action – Wastewater Department; approve biosolids land application agreement.

Background:

Since 2021, the Wastewater Department has operated under an annual contractual agreement with Dahm Enterprises for the removal and land application of biosolids. Following the unfortunate passing of the owner, Mr. Dahm, the company was acquired by Synagro, leaving the City without a biosolids hauler for 2025. Efforts were made to identify alternative local contractors for this specialized service; however, no local companies were available. Many former haulers have exited the market due to low profit margins associated with biosolids management.

The nearest available contractor could provide temporary storage in their DNR-approved covered facility, but this option would require double handling—hauling to their site and again to land application fields—making it logistically inefficient and significantly more expensive. Additionally, the City does not have the necessary hauling equipment to perform this work internally.

After outreach and negotiation, the department reached a tentative one-year agreement with Synagro, Inc. for the hauling and land application of approximately 3,000 cubic yards of dewatered biosolids (“cake sludge”) annually. The material will be applied on City of Watertown DNR-approved agricultural fields. The City Attorney has reviewed the proposed contract, and Synagro has agreed to all recommended modifications. This agreement ensures continued regulatory compliance, maintains cost efficiency, and avoids interruption of wastewater operations.

Financial Impact: Funding for biosolids hauling and land application is included in the Sludge Hauling Budget under Account #02-85-00-21.

Recommendation: Approve entering into an agreement with Synagro, Inc. for the annual hauling and land application of biosolids on an as-needed basis, with the option to extend the agreement annually pending satisfactory performance and mutual agreement.

Sincerely,
Peter Hartz

Water Systems Manager



Materials Management Agreement

This Agreement made and entered into as of this 1st day of September 2025 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name City of Watertown Wastewater Utility / WWTP			
	Street Address 800 Hoffmann Drive			
	City / Town Watertown	County Jefferson / Dodge	State WI	Zip Code 53094
C O N T R A C T O R	Synagro Legal Name			
	Synagro Central, LLC			
	Street Address			
	435 Williams Court, Suite 100			
	City / Town Baltimore	State MD	Zip Code 21220	
T E R M	Commencement Date September 1, 2025		Expiration Date December 31, 2026	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 6 (six) months prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name Pete Hartz		Telephone # 920-262-4085	
	Street Number / P.O. Box 800 Hoffmann Drive		Fax #	
	Address		Contact Person Peter Hartz	
			E-mail Address phartz@watertownwi.gov	
	City / State Watertown, WI		Zip Code 53094	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature,			
	Name and Title:			
	FOR CONTRACTOR:		Date	
	Signature		9/30/25	
	Name and Title Nick Caggiano, Regional Vice President			



Materials Management Agreement

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Services

Synagro Responsibilities

- Loading, transportation, and land application of biosolids.
- Weighing or measuring each load using an in-loader scale. These measurements will be used for billing and reporting purposes.
- Removal of biosolids from the WWTP cold storage barn during the fall of each year.

Customer (City of Watertown) Responsibilities

- Ensure compliance with NR 204 requirements. Including:
 - Supplying maps of land application sites, clearly indicating application areas and exclusion zones. Confirm isolation zones are indicated properly in the field prior to land application occurs.
 - Maintain current DNR permits and share with Synagro.
 - Submitting semi-annual and annual land application reports.
 - Provide Synagro with NANI, Notice and Necessary Information form
- Provide 100% of the annual volume of biosolids generated at the plant that meet all applicable local, state, and federal regulations for off-site beneficial reuse.
 - Current estimated volume: 3,000 cubic yards per year (approximately 2,500 wet tons).
- Ensuring reasonable access to the biosolids storage building, with flexible hauling hours between 6:00 AM and 8:00 PM.
- Notifying Synagro of any changes or conditions that may reasonably impact the scope of work.
- Maintaining all necessary landowner agreements and authorizations required for land application activities.

Exclusions

This agreement does not include landfill disposal of biosolids resulting from non-compliant material or force majeure events.

Customer Materials.

Class B biosolids meeting land application regulations

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

- Biosolids are currently stored in on-site cold storage barn
- Synagro to load biosolids from storage area.



Materials Management Agreement

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

WWTP – 800 Hoffmann Drive, Watertown, WI

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

Haul	Distance	Price	Measurement
Zone 1	0 to 15.99 Miles	\$34.04	Wet Ton
Zone 2	16 to 30.99 Miles	\$36.18	Wet Ton
Zone 3	31 to 45 Miles	\$42.46	Wet Ton

Mobilization.....\$6,667.00 per Event

- Includes mobilization and demobilization of all equipment and staff.
- Synagro anticipates one event, unless otherwise instructed by Owner.



Materials Management Agreement

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on 9/1/26 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, Midwest (or a reasonable equivalent if said Index becomes unavailable), with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

$$\text{CPI} = \text{_____} \quad \text{Base CPI} = \text{_____}$$

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – PADD 2) (or a reasonable equivalent if said Index becomes unavailable) is at, or exceeds, \$5.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – PADD 2 as published by the U.S. Department of Energy's Energy Information Administration for PADD 2 and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month following the Commencement of this agreement and shall be adjusted as of the first day of each month.

The Fuel Surcharge Adjustment will be applied if the cost of retail on-highway diesel fuel (Department of Energy, Energy information Administration - Midwest PADD 2) is at, or exceeds, \$5.00 per gallon, as follows:

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$.0149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE: Base Price = \$5.00 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$5.00 (Base Price)	None
\$5.01 - \$5.049	0.5 %
\$5.05 - \$5.099	1.0 %
\$5.10 - \$5.149	1.5 %



Materials Management Agreement

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions
4. Appendix A (Bid Submittal)

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

2. Additional Documents – In addition to the items specified above in section E. 1-4, Any amendment, exhibit, change order or addendum to the Contract, written and signed by both parties shall become part of the Contract Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

C. Contractor shall be entitled to a price adjustment commensurate with changes to the Consumer Price Index (CPI) and local conditions impacting the contracted work being performed if Notice to Proceed (NTP) is not given within ninety (90) Days from receipt of the Notice of Award (NOA). Contractor shall be granted the right to adjust the price, every ninety (90) days thereafter, until NTP is given by the customer. All pricing adjustments resulting from the conditions of this section will be commensurate with the CPI as provided by the Bureau of Labor Statistics for the region of the work being performed, and do not alter, adjust or cancel any section of this agreement, other than the base pricing resulting from the adjusted CPI rates.

5. Ownership of Materials. Customer (City) shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 15% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials. Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months



Materials Management Agreement

after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced. Contractor acknowledges the Customer is a municipal entity subject to the Wisconsin Public Records Law. Each party herein shall reasonably cooperate with the other party herein to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by any other party, provide to the requesting party all documents in their possession or control which are subject to release under such law.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be reasonably compensated for early termination costs actually and proximately incurred thereby, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

C. Claims by Employees. As to any claim made against a party to this Agreement, the other party waives any insulation from liability or immunity from suit with respect to injuries to said party's employees that may be extended to the waiving party as a result of any payments made by the waiving party to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Each party to this Agreement hereby indemnifies and holds harmless the other party from and against any claims made by any of said party's employees, contractors or representatives working in the course and scope of their employment by the indemnifying party unless such claim was the sole and proximate result of the gross negligence or willful misconduct of the indemnified party. Each party to this Agreement will be held harmless from any worker's compensation liens incurred from the other party's insurance carrier, third party administrator or self-administered, self-insured claims programs.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually



Materials Management Agreement

extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

20. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

21. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto.

22. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Wisconsin, except as to section 31 below.

23. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

24. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

25. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach. No course of conduct or series of dealings shall constitute a waiver hereunder.

26. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid,

return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro Central LLC
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

With Copies to:
Synagro Central LLC
2830 Plover Rd
Wisconsin Rapids WI 54495
Attn: Area Director

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

27. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement.

28. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor. Should changes in law occur which alter the regulatory requirements governing Hazardous Materials, PFAS/ PFOA's, or other 40 CFR 503 regulated substances, Customer agrees in advance to conform with the new requirements, regulatory standards, disposal limits and requirements, or provide compensation to the Contractor necessary to maintain compliance with the terms and conditions of this Agreement and all state, federal, local and, administrative law requirements.

2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. **Land Application of Biosolids.** If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent"



Materials Management Agreement

shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. ~~Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.~~

2. ~~Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.~~

3. ~~Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.~~

4. ~~Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.~~

5. ~~Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.~~

6. ~~Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.~~

C. Additional Customer Materials (if any):

30. **Ethics Reporting.** In the event that you become aware of unethical or illegal behavior by any Synagro employee, please

report such behavior to Synagro through its third-party hotline at 888-577-9486. Reports may be anonymous. You may also report it on-line at EthicsPoint - Synagro Technologies.

31. Nonwaiver of Governmental Immunity. Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law..



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission October 22, 2025
From: Peter Hartz – Water Systems Manager

Re: October 28, 2025, Public Works Commission agenda item

Water Systems:

Review and take possible action Enter into agreement with City of Waukesha Fire Department and City of Watertown Fire Department for specialized emergency response services.

Background:

Watertown Water Systems disinfects its drinking water using pure chlorine gas. Currently, self-contained breathing apparatus (SCBA) units are not stored outside the chlorine rooms at any of the three treatment plants. A recent review with Fire Chief Reynen revealed that there is no formal agreement with the City of Watertown Fire Department to respond to a chlorine gas release.

To maintain a safe workplace and ensure compliance with state safety requirements, it is necessary to establish specialized emergency response support in the event of a chlorine gas leak or a confined space rescue.

Wisconsin Administrative Code Reference – NR 811.48(7):

When chlorine gas is used, the code requires respiratory protection equipment (NIOSH-approved gas masks with compressed air and at least 30-minute capacity) to be readily available outside chlorine storage rooms. The equipment must be compatible with that used by the local fire department. Alternatively, for installations using 150-pound cylinders, an agreement with the local fire department that has appropriate gas masks and capabilities may be approved by the Department of Natural Resources (DNR).

Current Conditions:

- Water Department staff are prohibited from entering a building during a chlorine gas leak.
- Maintaining SCBA equipment on site would not align with our safety policies.
- The Watertown Fire Department is not trained or equipped to enter a chlorine-contaminated environment, or a confined space.
- In the event of a leak, a mutual aid request would be required for the Waukesha Fire Department HAZMAT Team.

Watertown Water Systems maintains comprehensive Emergency Management Plans for all three water treatment plants. These plans are on file with Wisconsin Emergency Management (WEM) and the State Emergency Response Commission (SERC) and meet off-site planning requirements. However, the current plans list incorrect response agencies, including the Watertown Fire Department and county-level responders. The new agreement will update these emergency response plans to accurately reflect the appropriate specialized response team.

Personal Protective Equipment (PPE):

As listed by Dodge and Jefferson County Emergency Management, available PPE includes safety glasses, boots, gloves, helmets, face shields, and goggles. SDS recommendations also include protective clothing and quick-drench or eyewash facilities for potential contact with cold or evaporating chlorine.

Chlorine Stored On-Site:

- West Treatment Plant: 750 lbs (5 × 150-lb cylinders)
- Central Treatment Plant: 750 lbs
- Northeast Treatment Plant: 750 lbs

Financial Impact: The proposed mutual aid agreement will cost \$9,144 annually.

Recommendation: Approve the mutual aid agreement between the City of Watertown, City of Waukesha Fire Department, and Watertown Water Systems for specialized emergency response to chlorine gas and confined space incidents.

Sincerely,
Peter Hartz

Water Systems Manager



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Arnett and members of the Public Works Commission
22, 2025
From: Peter Hartz – Water Systems Manager

October

Re: October 28, 2025, Public Works Commission agenda items

Review and take possible action - Purchase new primary sludge pumps.

Background:

The replacement of the primary sludge pumps has been identified as an immediate priority in the Wastewater Treatment Plant Facilities Plan. These pumps are the last major components in the sludge processing system awaiting modernization. Upgrading them will complete the series of improvements already made to the anaerobic digester recirculation and digester transfer pumps, which were successfully replaced with rotary lobe Börger pumps. The new primary sludge pumps will match the same model, creating consistency across equipment and simplifying maintenance, training, and spare parts management for staff. This project will also allow the elimination of the outdated air-operated piston pump system. That system currently depends on costly and maintenance-intensive air handling equipment—including compressors, obsolete valves, and air dryers. By moving to rotary lobe pumps, we will significantly reduce maintenance needs, improve reliability, and lower long-term operating costs. Wastewater staff will assist with removal of the existing pumps. Because the sludge system cannot be shut down completely, replacements will occur in a carefully planned sequence to maintain operations. Additional work—such as electrical upgrades, base removal, and piping adjustments—will be performed by contractors to ensure the new pumps integrate properly with the existing system layout.

Overall, this project represents a key step in completing the modernization of the wastewater treatment plant's sludge handling system, improving operational efficiency, and reducing ongoing maintenance expenses.

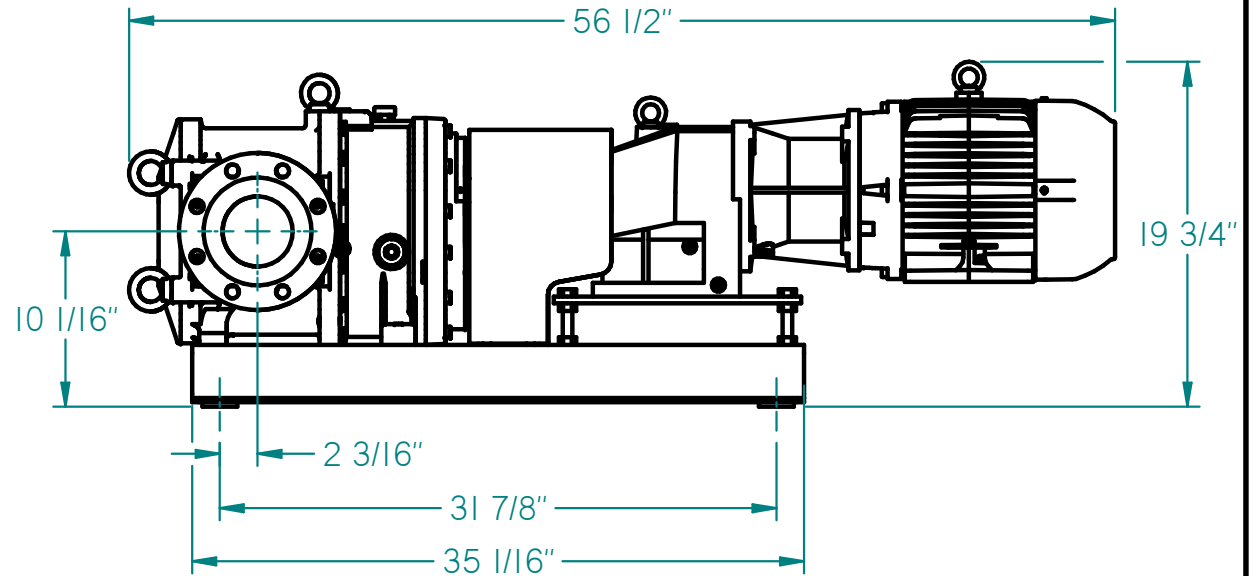
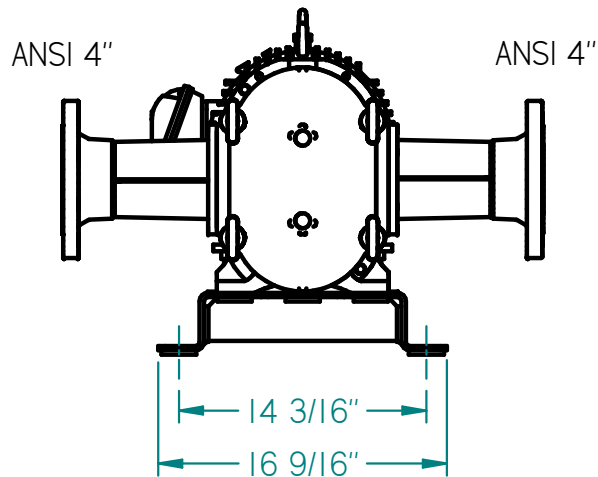
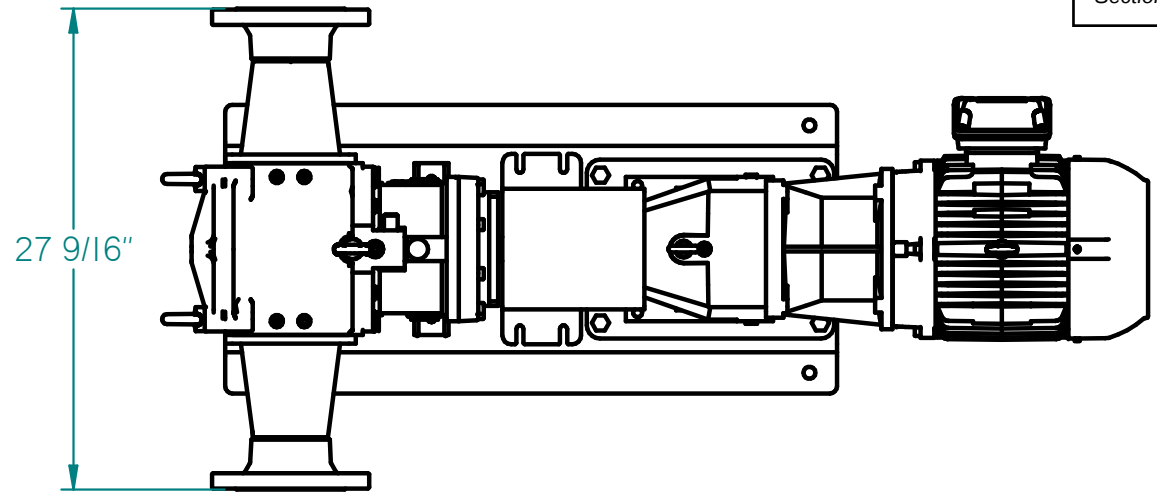
Budget Goal: Aligns with investments and infrastructure planning.

Financial Impact: This project was planned for and part of the wastewater facilities improvements to be funded by available cash from the EPA equipment replacement account. The engineer's opinion of probable cost we estimated at \$188,000.

Recommendation: Approve the purchase the four (4) new Borger rotary lobe pumps, accessory instrumentation and controls from Mulcahy Shaw for \$105,206.

Sincerely,
Peter Hartz

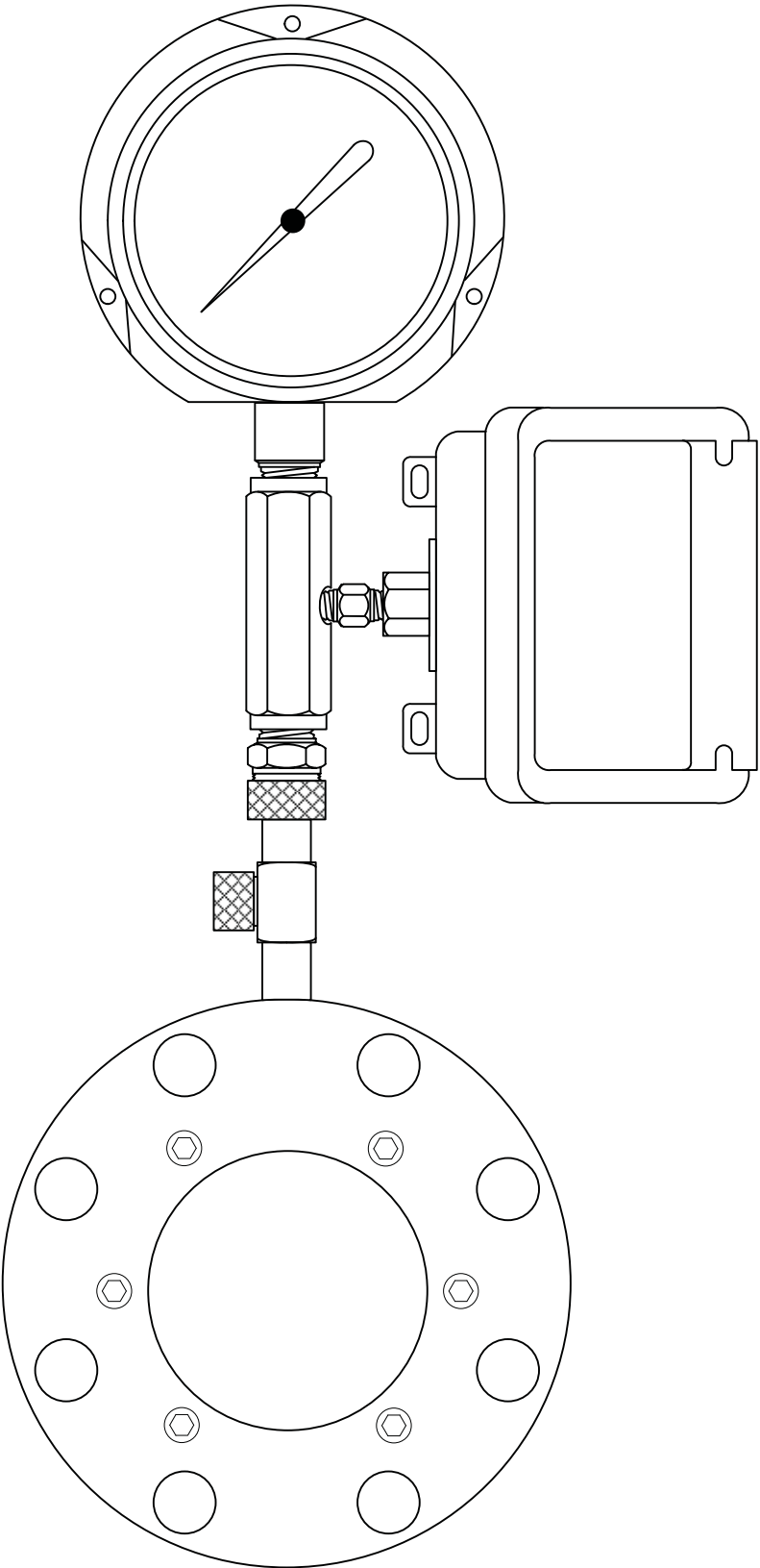
Water Systems Manager



PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Boerger, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Boerger, LLC IS PROHIBITED.	BOERGER, LLC			 THIRD-ANGLE PROJECTION	
	2860 Water Tower Place Chanhassen, MN 55317 TEL: 612-435-7300 FAX: 612-435-7301				
ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED		NAME	DATE	Model: PL 300 Gear: Nord - In-Line SK32-210TC Power: 7.5 HP	
	DRAWN	MLindquist	06/19/18		
TOLERANCES ± 1/2"	CHECKED			SIZE	DWG. NO.
DO NOT SCALE DRAWING	SHEET 1 OF 1			A	SD-001-390
					REV 41

DISCHARGE PRESSURE GAUGE AND SWITCH ASSEMBLY

Section 4, Item F.



COLONIAL INSTRUMENTS, Inc.
ONE CHESTNUT STREET, NASHUA, NH 03060
P: (800) 442-8437 • F: (603) 882-7878 • SALES@COLONIALGAUGES.COM

DATE: 05-08-2018

DRAWN BY:

QUOTATION #:

SKETCH #:

PROJECT / JOB:

Boerger LLC - 2860 Water Tower Place - Chanhassen, MN 55317 - USA

Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012-0000

Quote

No.: 31016433

Date: 05/02/2025

RFQ no.:	Watertown, WI Primary and Centrifuge Feed	Inside Sales Person:	Jay Wilson
RFQ date:	05/01/2025	E-mail:	jwi@boergerllc.com
Customer No.:	100074	Phone:	612-435-7335
Contact:	Rich Knoelke	Code:	JWIBJJ
Phone:			
Cell phone:	(414) 640-3411		

Pos.	Description	Quantity	Unit Price:	Total Price:
100	71011192 PL300 Assembly Primary Sludge Pumps Lead Time: 8 weeks	4	\$22,613.24	\$90,452.96
200	K0002999 Accessories - Instrumentation Discharge Gauge & Swtich Assy Lead Time: 8 weeks	4	\$1,957.86	\$7,831.44
300	71011193 Pump Controls - VFD Lead Time: 8 weeks	4	\$1,730.40	\$6,921.60
<u>Value of Goods:</u>				<u>\$105,206.00</u>

Quote

No.: 31016433

Pos.	Description	Quantity	Unit price:	Total price:
------	-------------	----------	-------------	--------------

100.0 71011192

BlueLine PL Assembly

PL300 Assembly

Primary Sludge Pumps

Medium specification:

Spec. pumped medium:	Primary Sludge .
Viscosity:	1 . cP
Solids content:	1-3 . %
Solids size:	- . in
Density:	1.0 . S.G.
Medium temp:	Ambient . °F
pH value:	Neutral .

Operational characteristics:

Location:	dry, indoor .
Mode of operation:	Continuous .

Performance data:

	gpm	Psi	rpm
Min. Flow rate:	54	35	100
Nom. Delivery rate:	54	50	106

101.0 PP3SARCFAAAAICCC17

4 pc

Börger Rotary Lobe Pump PL300

PL300 Primay Sludge Pump Assy

Product series: BLUEline

Version: Classic

Casing:

One-piece Blockcasing
from Grey Cast Iron EN-GJL-250 (GG25)
with easily replaceable axial and radial casing liners
Axial casing protection liners from Hard Metal
Radial casing protection liners from Hard Metal (MIP®)

Rotor geometry:

Optimum, dual-lobe, entirely elastomer coated, screw form
Rotor coating: NBR
Free ball entry D = 40 mm
Displacement: 2,7 l/rev

Shaft seal:

single-acting mechanical seals, type LW
Material code according EN 12756 [DIN 24960]: R1 R1 P D
Seal faces: Duronit V/Duronit V
Dynamic O-rings: NBR
Seal holding bushes: 1.0503
Stationary O-Rings: NBR

102.0 1300000085

8 pc

PL300 to 4in ANSI Flange

B1 Configuration

000-424

Galvanized CS

Quote

No.: 31016433

Page 3 / 4
05/02/2025

Pos.	Description	Quantity	Unit price:	Total price:
103.0	5301000652 Nord SK32-210TC-14.55 Inline Reducer 1750rpm/120rpm	4 pc		
104.0	5120000847 WEG 00718ET3E213TC-W22 7.5hp,1800rpm,Prem Eff 208-230/460V 213/5TC,1.25SF	4 pc		
105.0	2510000034 PL-SK32 Inline Frame Painted Guard Rotex 55 with Purple Spider Max Torque 685 Nm	4 pc		
Qty.4-PL300 Pump Assemblies			\$22,613.24	\$90,452.96 USD
200.0	K0002999 Accessories Accessories - Instrumentation Discharge Gauge & Swtich Assy			
201.0	5710000006 Discharge Assembly Iso Ring, Gauge & Switch Boerger Standard - 4in Pressure Gauge: Wika 45-233.34-4L-EXA-100PSI/FTH2O Iso-Ring: Onyx PSW-4"-CS-DA-BN Switch: Ashcroft B4-24-B-XFS-100#	4 pc		
Discharge Gauge & Swtich Assy			\$1,957.86	\$7,831.44 USD
300.0	71011193 Control Units Pump Controls - VFD			
301.0	5640020103 BRDC.E3-340140-304B 7.5HP E3 NEMA 4X Outdoor 460V AC, Power Isolator Switch Speed Pot, F/O/R Switch	4 pc		
Pump Controls - VFD			\$1,730.40	\$6,921.60 USD

Quote

No.: 31016433

Value of goods:	\$	105,206.00	USD
Net value:	\$	105,206.00	USD
Tax: (0.00 %):	\$	0.00	USD
Total amount:	\$	105,206.00	USD

Invoice address:

Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012

Delivery address:

Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012

Terms Of Payment:

30 days net

Dispatch Type:

To Be Determined

Price Valid To:

05/31/2025

Terms of Delivery:

free on board

Best regards

Boerger LLC

Jay Wilson

Phone: 612-435-7335

E-mail: jwi@boergerllc.com

Website: www.boerger.com

Regional Manager:

Bryan Vitala

612-435-7329

bvi@boergerllc.com

Notes:

1. BOERGER, LLC's standard Terms and Conditions apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
2. Delivery, installation, wiring, field painting, start-up and instructional services are not included unless specifically noted otherwise in this proposal.
3. Anchor bolts, pressure gauges, valves, drainage piping, starters, variable frequency drives and control equipment or any other items are not included unless specifically noted otherwise in this proposal.
4. BOERGER, LLC will review plans and specifications and will offer technical assistance and certified pump drawings for construction. The responsibility for pump station layout, access, seismic calculations including local PE stamp, etc., shall be by others.
5. This proposal is offered as an acceptable pumping system based upon descriptive items listed above. Deviations from the equipment described could result in price adjustment.
6. A BOERGER, LLC field engineer may be provided, as noted above, in a supervisory capacity only. Any and all costs associated with labor, set-up, etc., for the tests are to be by contractor.
7. Credit Card purchases will incur a 3% Processing Fee.