

**ELECTRONIC PACKET**

**June 28, 2021 Commission Meeting**

**RELEASED: Monday, June 21, 2021**



# Milwaukee Metropolitan Sewerage District

260 West Seeboth  
Street  
Milwaukee, WI  
53204

## Meeting Agenda Commission

*Dan Devine, Chair*  
*Eugene Manzanet, Vice Chair*  
*Dan Buklewicz, Tim Carpenter, LaTonya Johnson,*  
*Bryan L. Kennedy, Ph.D., Chantia Lewis, Kris Martinsek,*  
*Jeff Stone, John Swan, III, Corey Zetts*

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Monday, June 28, 2021

9:00 AM

Dennis M. Grzezinski Conference Room

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NOTICE IS HEREBY GIVEN, pursuant to Section 19.84, Wisconsin Statutes, that the Milwaukee Metropolitan Sewerage District's Commission will hold its regularly scheduled public meeting on Monday, June 28, 2021, at 9:00 a.m. at the District's Headquarters, 260 W. Seeboth Street, Milwaukee, Wisconsin, in the Dennis M. Grzezinski Conference Room.

PURSUANT TO SECTION 19.85(1)(g), Wisconsin Statutes, the Commission reserves the right to go into Closed Session on any item on the public portion of the agenda to confer with Legal Counsel when it appears the matter may involve the District in litigation. If the Commission does convene in such a Closed Session, it is contemplated that the Commission will again, before adjourning the meeting, reconvene at the same place in Open Session at which time the Commission may act upon any item(s) considered in the Closed Session and upon any unfinished items from the regular agenda.

### CALL TO ORDER

### RECORD ROLL

### Approval of Proceedings of Regular Commission Meeting held May 24, 2021

### NEW BUSINESS

- |    |                 |   |
|----|-----------------|---|
|    | <u>21-004-1</u> | Operations and Maintenance Report for May 2021 - Pat Obenauf & Scott Royer  |
| 18 | <u>21-095-6</u> | Authorizing and Approving a Levy Increase Requirement for a Six-year Period |

### OPERATIONS COMMITTEE MEETING REPORT

- |   |                 |   |
|---|-----------------|---|
| 1 | <u>21-077-6</u> | Change Order Request, Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility |
|---|-----------------|---|

- 2      21-078-6      Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost
- 3      21-079-6      Change Order Request, Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility Chaff System Improvements
- 4      21-080-6      Award of Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility
- 5      21-081-6      Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility
- 6      21-082-6      Review of the 2020 Wisconsin Department of Natural Resources Compliance Maintenance Annual Reports for the Jones Island and South Shore Water Reclamation Facilities
- 7      21-083-6      Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81
- 8      21-084-6      Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters
- 9      21-085-6      Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis
- 10     21-086-6      Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project, and Approve Changes in Total Project Cost
- 11     21-087-6      Approval of Funding Agreement M10005MI02 Under Project M10005, 2021 City of Milwaukee Private Property Infiltration and Inflow Reduction Project

## **POLICY, FINANCE & PERSONNEL COMMITTEE MEETING REPORT**

- 12     21-088-6      Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request
- 13     21-089-6      Authorizing the Executive Director to Provide One Additional Personal Day to Employees Required to Report to MMSD through the 2020 Pandemic for Regulatory and Permit Compliance and Continuation of Capital Improvement Program
- 14     21-090-6      Authorizing the Executive Director to Enter into a Memorandum of Understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for Acquisition of Six Educational Signs

- 15      21-091-6      Authorizing the Executive Director to Enter into a Memorandum of Understanding with Miller Compressing Company for the Burnham Canal Wetland Project
- 16      21-092-6      A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details
- Requires a 2/3 Affirmative Vote of the Commission for Adoption*


## ORGANIZATION & ADMINISTRATION

### 21-003-1      EXECUTIVE DIRECTOR'S REPORT

- A. Monthly Reports
- B. Staff Recognition (Kevin Shafer)
- C. Post-restoration Aquatic Biodiversity Improvement in Fish Communities of Underwood Creek (Matt Magruder)
- D. Fresh Coast Protection Partnership Program Year 2 Update (Bre Plier & Keisha Brown)
- E. 2022 Budget Update (Mickie Pearsall)
- F. One Water, Our Water Update (Christina Taddy)

## ADJOURNMENT

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Office of the Commission at 414.225.2264, (FAX) 414.277.6360 or write to Office of the Commission, 260 W. Seeboth Street, Milwaukee, Wisconsin, 53204-1446.



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**Anna Kettlewell, Commission Secretary**  
**Milwaukee Metropolitan Sewerage District**



# Milwaukee Metropolitan Sewerage District

260 West  
Seeboth Street  
Milwaukee, WI  
53204

## Meeting Minutes Commission

*Dan Devine, Chair*  
*Eugene Manzanet, Vice Chair*  
*Dan Buklewicz, Tim Carpenter, LaTonya Johnson,*  
*Bryan L. Kennedy, Ph.D., Chantia Lewis, Kris Martinsek,*  
*Jeff Stone, John Swan, III, Corey Zetts*

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Monday, May 24, 2021

9:00 AM

Dennis M. Grzezinski Conference Room

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### CALL TO ORDER

*Commission Chair Commissioner Devine called the meeting to order at 9:00 a.m.*

### RECORD ROLL

**Present** 9 - Tim Carpenter, Dan Devine, LaTonya Johnson, Bryan L. Kennedy Ph.D., Eugene Manzanet, Kris Martinsek, Jeff Stone, John Swan III, and Corey Zetts

**Excused** 2 - Dan Bukiewicz, and Chantia Lewis

*Commissioner Zetts arrived at 9:03 a.m. during the Operations and Maintenance Report.*

*Commissioner Johnson arrived at 9:16 a.m. during the Operations and Maintenance Report.*

*Commissioner Kennedy arrived at 9:33 a.m. during Item #12.*

### Approval of Proceedings of Regular Commission Meeting held April 26, 2021

A motion was made by Commissioner Carpenter, seconded by Commissioner Martinsek. The motion carried.

### NEW BUSINESS

#### 21-004-1

Operations and Maintenance Report for April 2021 - Pat Obenauf & Scott Royer

*The Commission received a PowerPoint presentation from Patrick Obenauf, Manager of Contract Compliance, and Scott Royer, General Manager, Veolia Water Milwaukee, LLC, with comments by Kevin L. Shafer, P.E., Executive Director.*

*Commissioner Zetts arrived at 9:03 a.m. during this presentation.*

*Commissioner Johnson arrived at 9:16 a.m. during this presentation.*

### OPERATIONS COMMITTEE MEETING REPORT

*Items 1-3 and 5-7 were taken as a block.*

- 1     21-062-5     Contract TS-2684, On-call Engineering Services for Water Reclamation Facilities

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 2     21-063-5     Restore Executive Director's Original Delegated Authority, Contract J04067C01, Dewatering and Drying South Cake Loadout Addition at Jones Island Water Reclamation Facility

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 3     21-064-5     Contract C06023D01, Engineering Services - Veterans Affairs Grounds Metropolitan Interceptor Sewer Relocation

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 4     21-065-5     Contract I05002D01, Engineering Services, Combined Sewer Outfall 195 Relocation

A motion was made by Commissioner Zetts, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried.
- 5     21-066-5     Restore Executive Director's Original Delegated Authority, Contract P01005C04, Pipeline Cleaning Phase 1 - Interplant Sludge System Improvements

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 6     21-067-5     Change Order Request, Contract W45002D01, Engineering Services - Wilson Park Creek Reach 3 - Phase 1, and Restore the Executive Director's Original Delegated Authority

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

- 7     21-068-5     Approve Change in Total Project Cost for Project C98044, Metropolitan Interceptor Sewer Abandonment in Various Locations, and Amend Total Project Cost for Project M99001, Allowance for Cost and Schedule Changes

A motion was made by Commissioner Martinsek, seconded by Commissioner Johnson, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

## **POLICY, FINANCE & PERSONNEL COMMITTEE MEETING REPORT**

*Items 8-11 were taken as a block.*

- 8     21-069-5     Assignment and Step-in Rights Agreement Among the Milwaukee Metropolitan Sewerage District, Corvias, and Goldman Sachs for Fresh Coast Protection Partnership, Contract G98011P01
- A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 9     21-070-5     Approve Change Order and Restore the Executive Director's Original Delegated Authority, Contract P-2760, Heating, Ventilation, and Air Condition Maintenance Services for a Period of Four Years and Heating, Ventilation, and Air Condition Network Control Upgrade
- A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 10    21-071-5     Approval of the 2021 Milwaukee Metropolitan Sewerage District Affirmative Action Plan
- A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
- 11    21-072-5     Approval to Replace a Lease with One Outdoor, LLC, with a Lease with Lamar Company, LLC, for Billboard Sign Lease at 4331 South 6th Street
- A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

- 12     21-073-5     Change Order Requests, Contract M06016C01, Enterprise Resource Planning System Implementation, with Ciber Global, LLC, Contract M06016C04, Implementation Consulting Services, with Plante & Moran, PLLC, and Approve Changes in Total Project Cost

*The Commission received a presentation from Emily Van Deraa, Staff Attorney, with comments by Scott Johanning, Director of Information Systems, and Mickie Pearsall, Director of Finance and Human Resources.*

*Commissioner Kennedy arrived at 9:33 a.m. during this presentation.*

**A motion was made by Commissioner Stone, seconded by Commissioner Zetts, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.**

## **ORGANIZATION & ADMINISTRATION**

### 21-003-1     EXECUTIVE DIRECTOR'S REPORT

- A. Monthly Reports
- B. Staff Recognition (Kevin Shafer)
- C. NACWA Operations and Environment Performance Award (Kevin Shafer)
- D. NACWA Public Information and Education Award (Kevin Shafer)
- E. NACWA Environmental Achievement Award (Kevin Shafer)

*A. No report.*

*B. The Commission received a report from Kevin L. Shafer, P.E., Executive Director.*

*C. Kevin L. Shafer, P.E., Executive Director, presented the awards to the Commission.*

*D. Kevin L. Shafer, P.E., Executive Director, presented the awards to the Commission.*

*E. No report.*

## **CLOSED SESSION**

*It was moved by Commissioner Manzanet, seconded by Commissioner Kennedy, to convene into closed session at 9:58 a.m. The motion carried.*

- CS1     21-074-5     Preliminary Deliberations and Negotiations with Central Garden and Pet Relating to Licensing Milorganite® Brand for Biosolids from Other Jurisdictions

**Heard in closed session**



**CS2 21-075-5** Authorization to Retain Counsel and File Suit, if Necessary, Against Menard, Inc., d/b/a Menard's, for Trademark Infringement and Any Other Related Claims, as a Result of Menard's Promotion of its Biofertilizer Product E-Corganite™

Heard in closed session

**CS3 21-076-5** Confer with Legal Counsel Regarding Agreement with Miller Compressing Company regarding Burnham Canal Access and Remediation

Heard in closed session

## **ADJOURNMENT**

*The Commission adjourned from closed session at 11:16 a.m.*



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**Anna Kettlewell, Commission Secretary  
Milwaukee Metropolitan Sewerage District**

**COMMISSION MEETING**

**June 28, 2021**

**OPERATIONS AND MAINTENANCE REPORT FOR MAY 2021 – PAT OBENAUF &  
SCOTT ROYER**

**21-004-01**

**PowerPoint presentation from Patrick Obenauf, Manager of Contract Compliance,  
and Scott Royer, General Manager, Veolia Water Milwaukee, LLC**

**COMMISSION FILE NO:** 21-095-6 **DATE INTRODUCED:** June 28, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Commission

**RELATING TO:** Authorizing and Approving a Levy Increase Requirement for a Six-year Period

**SUMMARY:**

The Commission is requested to authorize and approve a capital budget restriction regarding levy increases over a six-year period. This approval is contingent on the State of Wisconsin modifying State Statutes to allow the District to finance and construct the Milwaukee Estuary Area of Concern's Dredged Material Management Facility (DMMF).

In October 2020, the Commission authorized staff to work with the legislature to modify State Statutes to allow the District to finance and construct a DMMF that is required to store contaminated sediments dredged from the bottom of the Milwaukee Estuary.

Wisconsin State Statute Chapter 200, Metropolitan Sewerage Districts, provides the powers and duties of metropolitan sewerage districts throughout the State. Subchapter II of this statute specifically outlines the powers and duties of the Milwaukee Metropolitan Sewerage District, which includes a city of the first class (City of Milwaukee). Section 200.35(14) of this chapter relates to shore protection projects, allowing the Commission to construct such projects only prior to 1992.

Staff has been working with the legislature to modify Section 200.35(14) to allow MMSD to participate in the financing and construction of the DMMF for the Milwaukee Estuary Area of Concern.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☐ **S/W/MBE** ☐ **OTHER** ☒ Resolution 20-158-10; Draft Statutory Language

*CO\_Average\_Levy\_Increase\_Requirement\_legislative\_file.docx*  
06-18-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

### Authorizing and Approving a Levy Increase Requirement for a Six-year Period

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Negotiations with leadership at the State legislature have resulted in a recommendation that the District provide assurance that the capital budget levy increases over a six-year period do not increase significantly. The recommended draft statutory language is attached.

## RESOLUTION

Authorizing and Approving a Levy Increase Requirement for a Six-year Period

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that contingent on the State of Wisconsin modifying State Statutes to allow the District to finance and construct the Area of Concern's Dredged Material Management Facility, the District's annual capital budget levy increases during a six-year period will be at or below three percent.

**COMMISSION FILE NO:** 20-158-10 **DATE INTRODUCED:** October 12, 2020

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** Approval of District Participation in Financing and Construction of the Area of Concern's Dredge Material Management Facility

**SUMMARY:**

The Commission is requested to direct the Executive Director to pursue State of Wisconsin legislative changes to clarify the District's statutory authority to participate in the financing and construction of the Milwaukee River Estuary Area of Concern's (AOC) Dredge Material Management Disposal Facility (DMMF).

Wisconsin State Statute Chapter 200, Metropolitan Sewerage Districts, provides the powers and duties of metropolitan sewerage districts throughout the State. Subchapter II of this statute specifically outlines the powers and duties of the Milwaukee Metropolitan Sewerage District, which includes a city of the first class (City of Milwaukee). Staff proposes that Section 200.35(14) of this chapter be amended to allow MMSD to participate in the financing and construction of the DMMF for the Milwaukee River AOC. Presently, the section of statute relates to shore protection projects, allowing the Commission to construct projects only prior to 1992. Staff recommends that this section be amended to allow specific construction of the DMMF prior to January 1, 2032, to address the Milwaukee River Estuary AOC cleanup. Proposed statute language would limit the District's financial contribution to this project to \$85,000,000 through the Capital Budget. Draft proposed statutory changes are attached to this document.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☐ **S/W/MBE** ☐ **OTHER** ☒ Draft Proposed State of Wisconsin Statute Change; DMMF Fact Sheet

*PFP\_AOC\_DMMF\_Funding\_legislative\_file.docx*  
09-22-20

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

### **Approval of District Participation in Financing and Construction of the Area of Concern's Dredge Material Management Facility**

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An AOC is a location that has experienced significant environmental degradation and a resource that the public is unable to fully use in a safe or beneficial way. The Milwaukee River Estuary was designated as an AOC in the 1980's, because historical contamination impaired public benefits, such as water quality, fish consumption, healthy fisheries, and wildlife habitat. The Milwaukee River Estuary represents the confluence of the three major rivers in Milwaukee (the Milwaukee, the Menomonee, and the Kinnickinnic Rivers) and Lake Michigan.

The impaired public benefits are identified by the Environmental Protection Agency (EPA) as beneficial use impairments (BUI). The presence of these BUI's in waterways means that the public is unable to fully use or enjoy the water resources in a safe way for eating, drinking, swimming, or fishing. The EPA has a list of 14 BUI's and has identified 11 of those 14 BUI's in the Milwaukee River Estuary AOC, including restrictions on dredging activities; fish tumors or other deformities; bird or animal deformities or reproduction problems; restrictions on fish and wildlife consumption; degradation of benthos; degradation of phytoplankton and zooplankton populations; loss of fish and wildlife habitat; degradation of fish and wildlife populations; beach closings; eutrophication or undesirable algae; and degradation of aesthetics. To reach the region's goal and delist the Milwaukee River Estuary as an AOC, the rivers and Lake Michigan must be cleaned and have some of their natural function restored by creating habitat, removing invasive species, planting vegetation, reducing pollutants, etc.

The Milwaukee River Estuary AOC has been identified as a possible priority AOC by the EPA. If successful, the region will receive hundreds of millions of dollars from the EPA to accelerate the restoration work needed to protect Lake Michigan, rebuild the fishing community, and improve economic opportunities and public access. A key component to become a priority AOC is for local partners to fund the construction of a DMMF as the federal commitment requires a local match.

The Milwaukee Estuary's AOC Project will excavate contaminated sediments from the estuary and upstream areas. These sediments will be disposed in a new DMMF as opposed to hauling them long distances to disposal sites, resulting an estimated \$130 million savings. Once the DMMF is filled, the Port of Milwaukee will operate and maintain the DMMF site.

## **BACKGROUND (Cont'd)**

### **Approval of District Participation in Financing and Construction of the Area of Concern's Dredge Material Management Facility**

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Over the DMMF's useful life, 1.9 million cubic yards of contaminated sediment will be removed from the Milwaukee Estuary; approximately 1.2 million gallons of diesel fuel will be saved by reduced hauling; and carbon emissions will be reduced by 200,000 tons. The economic benefits of removing the contaminated sediments in the Milwaukee Estuary will affect the entire region. It is estimated that every \$1 spent on remediation and restoration results in \$2 to \$3 dollars of benefits. This translates into close to \$1 billion of benefits from tourism and increased property values by removing these contaminated sediments and restoring water resources.



## **RESOLUTION**

Approval of District Participation in Financing and Construction of the Area of Concern's  
Dredge Material Management Facility

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is directed to pursue State of Wisconsin legislative changes to clarify the District's statutory authority undertake the financing and construction of the Milwaukee River Estuary Area of Concern's Dredge Material Management Disposal Facility.



State of Wisconsin  
2021 - 2022 LEGISLATURE

LRB-3938/2  
SWB:cdc&cjs

## 2021 BILL

1     **AN ACT** *to amend* 200.35 (14) (title), 200.35 (14) (a) 2. and 200.35 (14) (b); and  
2             **to create** 200.35 (14) (a) 2. b., 200.35 (14) (d) 3m. and 200.35 (14) (h) of the  
3             statutes; **relating to:** authorization for metropolitan sewerage districts  
4             containing a first class city to finance and construct a dredged material  
5             management facility located in the city of Milwaukee.

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***Analysis by the Legislative Reference Bureau***

This bill allows a metropolitan sewerage commission for a sewerage district including a first class city (currently only the city of Milwaukee) to finance and construct a dredged material management facility for the Milwaukee Estuary Area of Concern at a location in the city of Milwaukee.

The Milwaukee Estuary is one of the “Areas of Concern” across the Great Lakes identified under the 1987 Great Lakes Water Quality Agreement. The Great Lakes Water Quality Agreement is an agreement between the United States and Canada to restore and protect the waters of the Great Lakes. The U.S. Environmental Protection Agency coordinates U.S. activities under this agreement. The Water Quality Agreement defines an “area of concern” as “a geographic area designated by the Parties where significant impairment of beneficial uses has occurred as a result of human activities at the local level.”

Current law allows a metropolitan sewerage commission for a sewerage district including a first class city to participate in certain shore protection projects, but the provision does not apply to any project after January 1, 1992. The bill would modify

**BILL**

certain current law requirements, including the date restriction, to specifically allow the metropolitan sewerage commission to construct projects, including a dredged material management facility project, before January 1, 2032. Under the bill, the commission must pay for all the costs of the dredged material management facility project through its capital budget and may finance the project by issuance of bonds or notes that must be made payable within 35 years. The bill also provides that the commission may reserve space in the dredged material management facility for the disposal of sediment from flood management projects. The bill is contingent upon the commission adopting a resolution by the end of calendar year 2021 that establishes a requirement that through 2028, the Milwaukee Metropolitan Sewerage District's capital budget levy increases will be at or below 3 percent.

For further information see the state and local fiscal estimate, which will be printed as an appendix to this bill.

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***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

1           **SECTION 1.** 200.35 (14) (title) of the statutes is amended to read:

2           200.35 (14) (title)   SHORE PROTECTION PROJECTS AND DREDGED MATERIAL  
3           MANAGEMENT FACILITY.

4           **SECTION 2.** 200.35 (14) (a) 2. of the statutes is amended to read:

5           200.35 (14) (a) 2. "Project" means ~~a-~~ any of the following:

6           a. A shore protection or erosion control project which consists, in whole or in  
7           part, of waste rock produced by construction projects undertaken by the commission  
8           and which has been requested, by resolution, by a political subdivision with territory  
9           in the district's service area.

10          **SECTION 3.** 200.35 (14) (a) 2. b. of the statutes is created to read:

11          200.35 (14) (a) 2. b. A dredged material management facility.

12          **SECTION 4.** 200.35 (14) (b) of the statutes is amended to read:

13          200.35 (14) (b) The commission may construct a project under this subsection  
14          and may finance and construct a project that is a dredged material management

**BILL**

1 facility. This paragraph does not apply to the construction of any project on or after  
2 January 1, 1992 2032.

3 **SECTION 5.** 200.35 (14) (d) 3m. of the statutes is created to read:

4 200.35 (14) (d) 3m. Notwithstanding any requirements to the contrary in  
5 subds. 1. to 3., for a dredged material management facility constructed by the  
6 commission, the commission shall pay for all the costs of the project through its  
7 capital budget and may finance the project pursuant to s. 200.55. Notwithstanding  
8 s. 67.07, district bonds or notes issued to finance the project shall be made payable  
9 within a period of 35 years from the date of the bonds or notes.

10 **SECTION 6.** 200.35 (14) (h) of the statutes is created to read:

11 200.35 (14) (h) For a dredged material management facility constructed by the  
12 commission, the commission may reserve space in the dredged material  
13 management facility for the disposal of sediment from flood management projects.

14 **SECTION 9401. Effective dates; Administration.**

15 (1) METROPOLITAN SEWERAGE COMMISSION LEVY INCREASE. If the metropolitan  
16 sewerage commission created under s. 200.23 adopts a resolution by December 31,  
17 2021, that establishes a requirement that through 2028, the Milwaukee  
18 Metropolitan Sewerage District's capital budget levy increases will be at or below 3  
19 percent, then the treatment of s. 200.35 (14) (title), (a) 2. and 2. b., (b), (d) 3m., and  
20 (h) takes effect on the effective date of that resolution. If the metropolitan sewerage  
21 commission created under s. 200.23 does not adopt such a resolution by December  
22 31, 2021, then the treatment of s. 200.35 (14) (title), (a) 2. and 2. b., (b), (d) 3m., and  
23 (h) is void.

24 (END)

**COMMISSION FILE NO:** 21-077-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Change Order Request, Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility

**SUMMARY:**

The Commission is requested to authorize the Executive Director to execute a change order to Contract J04037C01, Thickened Activated Sludge (TAS) Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility (JIWRF), with Next Electric, LLC, (Next) in an amount not to exceed \$53,581.

At JIWRF, different types of partially processed biosolids from both JIWRF and the South Shore Water Reclamation Facility are combined, further processed and heat dried to produce Milorganite®. To meet Milorganite® product quality specifications, the total mass and flow rates of the various biosolids must be controlled. The actual mass and flow rates are measured using density and flow meters. This data is then used to control the mass and flow rates.

In June 2020, the Executive Director executed Contract J04037C01 with Next in the amount of \$137,978. The contract includes removing existing density and flow meters on TAS pipelines in the Equalization and Blend Facility and installing new, larger diameter density and flow meters. Larger diameter meters reduce discharge pressures at the thickened sludge pumps, thereby reducing pump discharge pressure, energy consumption and extending time between pump overhauls. In July 2020, the Commission delegated \$50,000 in authority to the Executive Director for future change orders to Contract J04037C01.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☐ **OTHER** ☐ \_\_\_\_\_

*OP\_J04037C01\_Change\_Order\_legislative\_file.docx*  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SUMMARY (Cont'd)

### Change Order Request, Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility

Currently, TAS is conveyed into a large tank in the Equalization and Blend Facility where it combines with other sludges to become blended sludge (BSD). Two pipelines can convey BSD to the Dewatering and Drying Facility. Only one BSD pipeline has a density meter and has been designated as the primary pipeline. A secondary pipeline is used when the primary pipeline is out of service, but the secondary pipeline does not have a density meter. Controlling drying process variables when using the secondary pipeline without a density meter is difficult, causing fluctuations in dryer loadings that adversely affect product quality. A new density meter on the secondary pipeline would make the BSD pipelines redundant and would improve the consistency and quality of Milorganite® production when either pipeline is used. The requested change order will provide a new density meter on a BSD pipeline in the Equalization and Blend Facility.

Staff recommends implementing this change order under Contract J04037C01, based on the following reasons:

- The scope of the proposed change order is similar in character and closely related to the original scope of Contract J04037C01. The new density meter will be provided on a BSD pipeline, just downstream of density flow meters replaced on the TAS pipelines in the Equalization and Blend Facility.
- The change order cost is comparable to the cost of the density meter work in the original contract, which was competitively bid.

## CONTRACT COST CHANGES

	AMOUNT	PERCENTAGE INCREASE OVER ORIGINAL CONTRACT	AUTHORIZED BY	SWMBE
Original Contract	\$137,978		Executive Director	18.8%
Previous Change Orders	\$7,343	5.3%	Executive Director	0%
Requested Change Order	\$53,581	38.8%	Request of Commission	17.9%
Total Change Orders	\$60,924	44.1%		15.7%
TOTAL	\$198,902			17.9%

## **RESOLUTION**

Change Order Request, Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute a change order to Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility, with Next Electric, LLC, in an amount not to exceed \$53,581.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Change Order Request, Contract J04037C01, Thickened Activated Sludge Flow and Density Meters Upgrade at Jones Island Water Reclamation Facility

#### Capital Project Number(s)

J04037

#### Impact of Requested Action on Total Project Cost:

☐ Increase ☐ Decrease ☐ New Project ☒ No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost  
Previously Approved Changes  
Approved Total Project Cost  
Requested Total Project Cost  
Requested (Increase)/Decrease

#### Project Costs

\$2,918,000  
\$0  
\$2,918,000  
n/a  
\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes  
\_\_\_\_\_ Transfer from another project (specify in comments)  
\_\_\_\_\_ Delay Project(s) (specify in comments)  
\_\_\_\_\_ Delete Project(s) (specify in comments)  
\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/12/2021



**COMMISSION FILE NO:** 21-078-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract J04061C03, Programmable Logic Control (PLC) 5 Upgrade in the Dewatering and Drying (D&D) Facility (Rebid), to Allan Integrated Control Systems, Inc., (AICS) in the amount of \$2,744,900. AICS was the lowest responsible, responsive bidder between two bids received.

Further, the Commission is requested to decrease the total project cost (TPC) for Project J04061, D&D PLC 5 Upgrades, by \$1,158,039 for an amended TPC of \$6,740,000 and to make a corresponding change to the TPC for Project M99001, Allowance for Cost and Schedule Changes.

The District's D&D Facility houses equipment utilized to produce Milorganite®. Twenty-four belt filter presses dewater plant sludges, and 12 rotary dryers dry the dewatered sludge. Dried solids are classified using screens and mills to create a consistent Milorganite® product size. Product is cooled and placed into storage bins to await transport to the Milorganite® Storage Building. The D&D Facility also contains conveyors, bucket elevators, holding tanks, air emissions equipment, and other supporting systems. The D&D Facility has been in use since 1994.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

*OP\_Award\_J04061C03\_Dewatering\_and\_Drying\_PLC5\_Upgrade\_legislative\_file.docx*  
05-26-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost

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Approximately 66 PLC's distributed throughout the D&D Facility provide localized control of equipment. A PLC is an industrial computer designed specifically for the control of manufacturing processes in challenging environments. The existing set of PLC's (Allen Bradley PLC5) were installed in 1994. Rockwell Automation, the parent company of Allen Bradley, announced that the PLC5 product line has reached its end of life; they have discontinued manufacturing new parts, and equipment repair depends solely upon existing parts inventory. This creates a situation where, without replacement, the District's D&D control system will ultimately be unable to control the D&D Facility.

It is critical that PLC control equipment be functional and maintainable for the continued operation of the D&D Facility. The purpose of this project is to replace the existing PLC5 control platform and accompanying control equipment with a modern, serviceable control platform and equipment. The improved functionality of the new control equipment will provide enhanced performance, fault tolerance, and safety.

Under Contract J04061C03, the contractor will:

- Upgrade 60 PLC5s to Allen Bradley ControlLogix PLC's.
- Upgrade network switches and cabling to improve the capability of the existing PLC communication network.
- Replace existing alarm annunciators with human/machine interface panels.
- Provide hardware and programming enhancements to improve operator control, visibility, fault tolerance, and safety.
- Provide control system integration, testing, commissioning, startup, training, and documentation.

Upgrades to the remaining six PLC's in the D&D Facility are included with other contracts that are replacing their PLC controlled equipment.

The duration of this contract is 3.75 years.

The low bid received by the District is less than budgeted, and staff requests to decrease the TPC accordingly.

In March 2021, District staff requested the Operations Committee to award Contract J04061C01 to AICS. This contract consisted of generally the same scope of services as proposed contract J04061C03. After Committee approval, AICS notified District staff that they were unable to obtain a performance bond for J04061C01. Subsequently, the Commission did not award this contract, and, in April 2021, the Commission rejected all bids for this contract.

## **SUMMARY (Cont'd)**

Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost

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Staff revised the J04061C01 bid documents to create the J04061C03 bid documents. After the J04061C03 bid opening, staff questioned AICS about their ability to obtain a performance bond for this proposed contract. AICS's bond surety has provided a written statement indicating that they will issue the required performance bond.

## **RESOLUTION**

Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), is awarded to Allan Integrated Control Systems, Inc., in the amount of \$2,744,900, and that the Executive Director is directed to execute a contract on behalf of the District.

**FURTHER RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the total project cost for Project J04061, Dewatering and Drying Programmable Logic Control 5 Upgrades, is decreased by \$1,158,039 for an amended total project cost of \$6,740,000, and that a corresponding change is made to the total project cost for Project M99001, Allowance for Cost and Schedule Changes.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost

#### Capital Project Number(s)

J04061

#### Impact of Requested Action on Total Project Cost:

☐

Increase

☒

Decrease

☐

New Project

☐

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\$7,898,039

\$0

\$7,898,039

\$6,740,000

\$1,158,039

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ X Transfer to Allowance for Cost and Schedule Changes

#### Comments

The low bid received is less than budgeted and staff are requesting a decrease in the total project cost.

Budget Review by:

Christine Durkin

Date:

5/12/2021

**Award of Contract J04061C03, Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost**



**Procurement & S/W/MBE Summary Information**

**Contract #** J04061C03 **Cost Center:** ENG

**Programmable Logic Control 5 Upgrade in the Dewatering and Drying Facility (Rebid), and Approve Changes in Total Project Cost**

**BID SUMMARY**

**Bid Opening Date:** 4/28/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Bids	2	1	0
# of Responsive Bids	2	1	0

<b>Bidders</b>	<b>Price</b>	<b>Responsive?</b>	<b>Responsible?</b>	<b>% Sub</b>	<b>% SWMBE</b>
Allan Integrated Control Systems, Inc. East Troy, WI 53120 (WBE)	\$2,744,900.00	Responsive	Responsible	34.3%	80.3%
Next Electric Waukesha, WI 53186	\$4,525,700.00	Responsive	Responsible	Not provided	20.0%

**SUBCONTRACTOR INFORMATION**

<b>Type</b>	<b>Subcontractor Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
MBE	Globetrotters Engineering Chicago, IL 60606	Engineering services - creating CAD files	14.6%	\$400,000.00
Non-SWMBE	Staff Electric Menomonee Falls, WI 53051	Electrical work	19.7%	\$540,150.00

**ECONOMIC DEVELOPMENT ELEMENTS**

Workforce Requirements

Sanitary Sewer Service Area (SSSA)

Employment: 20%

Target Area (TA) Employment: 10%

# Apprentices Required: \*(2) Apprentices; (2) Interns

## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter, sent an e-mail notification to all registered firms in the mechanical and electrical categories, sent targeted e-mails to potential prime bidders and notified the various local chambers of commerce. The bid opportunity is also publicly accessible from the MMSD website and Quest CDN. Quest CDN also performs outreach to its users when a bid is posted.

### S/W/MBE Planholders:

Allan Integrated Control Systems, Inc., HPI Energy Services, SOAP Engineering, Enhanced Automation, MG Automation, Inc.

If no or low S/W/MBE participation, explain why:

NA

### Additional Comments:

Apprentices: (2) apprentices shall be employed when journeymen are employed; Interns: (2) interns working 400 hours each shall be employed from within the Target Area

## AWARDEE INFORMATION

Company:	Allan Integrated Control Systems Inc.
Contact Person:	Ted Zess
Phone Number:	(262) 642-7800
E-mail Address:	tzess@allan-ics.com

## EEO DATA

2021 Beulah Avenue, East Troy, Location: WI 53120		Total # of Employees		13	
	<b>Total</b>	<b>%</b>	<b>Total</b>	<b>%</b>	
<b>Minorities</b>	0	0.0%	<b>Females</b>	2	15.4%
African American	0	0.0%	African American	0	0.0%
Asian	0	0.0%	Asian	0	0.0%
Hispanic	0	0.0%	Hispanic	0	0.0%
Native American	0	0.0%	Native American	0	0.0%
<i>Labor Market Availability - Minorities</i>			<i>Labor Market Availability - Females</i>		
22.0%			49.0%		

**COMMISSION FILE NO:** 21-079-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Change Order Request, Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility Chaff System Improvements

**SUMMARY:**

The Commission is requested to authorize the Executive Director to execute a change order to Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility (JIWRF) Chaff System Improvements, with Applied Technologies, Inc., (ATI) in an amount not to exceed \$127,000.

At JIWRF, the Dewatering and Drying (D&D) Facility processes biosolids from both JIWRF and the South Shore Water Reclamation Facility and produces Milorganite®. The Milorganite® production process utilizes up to 12 rotary dryers to heat-dry dewatered biosolids. The dryers use hot gases from either turbines fueled by natural or landfill gas or natural gas or landfill gas fired directly in the dryers. As the hot gases dry the sludge via direct contact, they accumulate particulate matter in the gas stream, which can result in air pollution if the particulate matter is not removed. To capture this particulate matter, each dryer discharges exhaust gases through an air pollution control system consisting of a dedicated cyclone separator, quench chamber, wet electrastic precipitator (WESP), and induced draft fan.

In addition, Milorganite® production and transport creates significant dust, chaff, and particulate matter that must be captured and disposed. This material must be managed, as otherwise it can create explosion and health risks and is a source of air pollution. There are several collection, containment, and transfer systems within the D&D facility that both interact with the air pollution control system to remove particulate matter and also transport the collected dust and chaff to luggers for disposal at a landfill.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒

**FISCAL NOTE** ☒ **S/W/MBE** ☐ **OTHER** ☐ \_\_\_\_\_

OP\_J04064E01\_CO\_Chaff\_System\_Improvements\_legislative\_file.docx  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## **SUMMARY (Cont'd)**

### **Change Order Request, Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility Chaff System Improvements**

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These systems originally went into operation in 1994. Some of the equipment has never been replaced and is nearing the end of its useful service life. Some of the equipment has had performance issues, resulting in downstream operation and maintenance issues. Unplanned operation and maintenance issues can result in reduced capacity to process biosolids. The performance of the air pollution control systems are regulated by the Wisconsin Department of Natural Resources via air permits. Reliable and proper operation is critical to ensure continued air permit compliance.

District staff created Project J04064, Chaff System Improvements, with the purpose of ensuring reliable biosolids processing and Milorganite® production capabilities and reliable air permit compliance. In April 2020, the Executive Director executed a preliminary engineering contract (J04064E01) with ATI in an amount of \$249,268. This contract was to perform preliminary engineering services related to the following systems within the D&D Facility:

- Dryer and Screener (Classification) Area Dust Containment System
- WESP System
- Cyclone Waste Processing System
- Dryer Exhaust System

The scope of this contract included assessing current conditions and functions and identifying means to improve performance, reduce unplanned maintenance, increase reliability, and reduce the risk of air permit noncompliance, all related to the above systems.

ATI has completed the original preliminary engineering scope of services. The preliminary engineering phase identified about 20 separate recommendations to improve the performance, reliability, and safety of these systems. Staff recommends that the District begin design of three of those improvements, as they address higher priority safety related issues. Following are descriptions of these three improvements:

1. Replace the horizontal inlet ductwork to all 12 cyclone waste processing and exhaust systems with smaller diameter ducts. The current ductwork is oversized, reducing air velocity in the ductwork and resulting in dust settlement in the ductwork. Buildup of dust within this ductwork was identified as a possible cause to a recent fire within the Dryer #10 WESP system.
2. Modify the quench chamber drains on all 12 WESP systems to prevent plugging. This improvement will reduce the likelihood of dust combustion in the WESP system.

## SUMMARY (Cont'd)

Change Order Request, Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility Chaff System Improvements

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3. Replace the existing grated flooring with solid flooring on the mezzanine level over the chaff storage room. Grated flooring allows air movement from the chaff storage room throughout the entire D&D Facility, leading to elevated safety risks because of fugitive dust. Solid flooring will contain the dust within the chaff storage room.

The requested change order under Contract J04064E01 includes additional project management services and the following new tasks, all related to engineering design services for the above three improvements:

- Design services
- Bid and award services
- Engineering services during construction
- Operations and maintenance manual updates, training, and startup services
- Applications engineering

After the design work is complete, the District will publicly bid this construction contract.

District staff will develop a request for proposal for the engineering design services for the remainder of the improvements identified as part of the preliminary engineering phase.

This change order request will increase the duration for this contract by approximately 66 weeks.

## CHANGE ORDER SUMMARY

<b>PURCHASE ORDER</b>	<b>AMOUNT</b>	<b>PERCENT INCREASE OVER ORIGINAL PURCHASE ORDER</b>	<b>AUTHORIZED BY</b>	<b>SWMBE</b>
Original	\$249,268		Executive Director	78%
Requested Change Order	\$127,000	49%	Request of Commission	79%
<b>TOTAL</b>	<b>\$376,268</b>			79%

## **RESOLUTION**

Change Order Request, Contract J04064E01, Preliminary Engineering, Jones Island  
Water Reclamation Facility Chaff System Improvements

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute a change order to Contract J04064E01, Preliminary Engineering, Jones Island Water Reclamation Facility Chaff System Improvements, with Applied Technologies, Inc., in an amount not to exceed \$127,000.



## Capital Budget Fiscal Note

### Total Project Cost

**RELATING TO:**

Change Order Request, Contract J04064E01, Preliminary Engineering Jones Island Water Reclamation Facility Chaff System Improvements

**Capital Project Number(s)**

J04064

**Impact of Requested Action on Total Project Cost:**☐

Increase

☐

Decrease

☐

New Project

☒

No Change

**Total Project Cost Analysis**

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

**Project Costs**

\$14,269,244

\$0

\$14,269,244

n/a

\$0

**Action to be taken to Long-Range Financing Plan to address Total Project Cost change**

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

**Comments**

Budget Review by:

Christine Durkin

Date:

5/12/2021

**COMMISSION FILE NO:** 21-080-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility (JIWRF), with J.F. Ahern Company (Ahern) in an amount of \$231,000. Ahern was the lowest responsible, responsive bidder among three bids received.

At JIWRF, eight bar screens are used to screen rags, large solids, and other debris from plant influent. Depending upon flows and influent solids loads, six (and at times seven) screens are in service to maintain full plant capacity of 330 million gallons per day (MGD). Each bar screen is a series of vertical bars spaced one quarter inch apart, mounted to a stationary frame. The bars are mounted to the frame in groups or racks. To remove screenings, each bar screen uses a series of chain driven rakes that travel vertically upward along the front face of the bar screen. The rakes carry the screenings out of the wastewater and discharge them into a wash press. The wash press cleans the screenings, then squeezes them dry before discharging to screw conveyors. These conveyors carry the compressed screenings to roll off containers, which are then hauled to a landfill.

The existing bar screen equipment, which was supplied by Huber Technology, Inc., (Huber) as part of a District construction contract, has been in service since 2013. The equipment has experienced significant wear, and large debris has damaged some of these screens. Due to this wear and damage, over the past several months, three bar screens (#3, #5, and #6) have been taken out of service. In addition, bar screen #8 is in very poor condition and is only available on a limited, emergency basis. During this time, Veolia Water Milwaukee (VWM) has had to reduce JIWRF wet weather capacity.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒

**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

*OP\_Award\_J06075C17\_installation\_Bar\_Screens\_legislative\_file.docx*  
05-12-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SUMMARY (Cont'd)

Award of Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility

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Two of these three units (#3 and #5) have recently been repaired and restored to service. While this provides nominal screening capacity of 330 MGD, there is now no redundancy. Bar screen #6 needs to be replaced and remains out of service.

Rehabilitation and repair of screens #1, #2, #4, #7, and #8 consist of replacing multiple parts on each screen.

As the bar screen parts are long lead items, in April 2021, the Commission authorized purchase of the bar screen parts directly from Huber. Staff has since advertised a separate construction contract (J06075C17) that will replace the existing worn bar screen parts on screens #1, #2, #4, #7, and #8 and replace screen #6 in its entirety, using the parts supplied separately by Huber. This proposed Commission request is the award of that publicly bid contract.

Each bar screen repair or replacement is considered a Material Capital Repair or Replacement (MCRR) project under the terms of the Operations and Maintenance agreement with VWM. Following are the MCRR numbers associated with each screen.

Bar Screen #	MCRR #	Repair or Replace	Estimated Return to Service Date
1	1441	Repair	September 2021
2	1442	Repair	September 2021
4	1443	Repair	October 2021
6	1425	Replace	January 2022
7	1444	Repair	October 2021
8	1438	Repair	November 2021

## **RESOLUTION**

Award of Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract J06075C17, Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility, is awarded to J.F. Ahern Company in the amount of \$231,000, and that the Executive Director is directed to execute a contract on behalf of the District.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract J06075C17 for Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility

#### Capital Project Number(s)

J06075

#### Impact of Requested Action on Total Project Cost:

☐ Increase ☐ Decrease ☐ New Project ☒ No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost  
Previously Approved Changes  
Approved Total Project Cost  
Requested Total Project Cost  
Requested (Increase)/Decrease

#### Project Costs

\$15,628,145  
\$0  
\$15,628,145  
n/a  
\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes  
\_\_\_\_\_ Transfer from another project (specify in comments)  
\_\_\_\_\_ Delay Project(s) (specify in comments)  
\_\_\_\_\_ Delete Project(s) (specify in comments)  
\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/11/2021



**Award of Contract J06075C17 for Bar Screen Nos. 1, 2, 4, 7, and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility**



**Procurement & S/W/MBE Summary Information**

**Contract #** J06075C17 **Cost Center:** OCC

**Bar Screen Nos. 1, 2, 4, 7 and 8 Rehabilitation and Bar Screen No. 6 Replacement at the Jones Island Water Reclamation Facility**

**BID SUMMARY**

**Bid Opening Date:** 5/6/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Bids	3	1	2
# of Responsive Bids	3	1	2

<b>Bidders</b>	<b>Price</b>	<b>Responsive?</b>	<b>Responsible?</b>	<b>% Sub</b>	<b>% SWMBE</b>
J.F. Ahern Co. Fond du Lac, WI 54935	\$231,000.00	Responsive	Responsible	39.3%	38.8%
Doral Corporation Milwaukee, WI 53207	\$276,995.00	Responsive	Responsible	Not provided	32.0%
Price Erecting Co., Inc. Milwaukee, WI 53214 (WBE)	\$285,524.00	Responsive	Responsible	32.3%	99.1%

**SUBCONTRACTOR INFORMATION**

<b>Type</b>	<b>Subcontractor Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
SBE	Energenecs Saukville, WI 53080	Huber inspection, start-up, and training	38.8%	\$89,632.00
Non-SWMBE	Next Electric Waukesha, WI 53186	Electrical	0.5%	\$1,100.00

**ECONOMIC DEVELOPMENT ELEMENTS**

Workforce Requirements

Sanitary Sewer Service Area (SSSA)  
Employment:

45%

Target Area (TA) Employment:

20%

# Apprentices Required:

0

## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter and sent an e-mail notification to all registered firms in the Construction category. The bid opportunity is also publicly accessible from the MMSD website and Quest CDN. Quest CDN also performs outreach to its users when a bid is posted.

### S/W/MBE Planholders:

Energenecs; Integrated Process Solutions; Price Erecting Co., Inc.

### If no or low S/W/MBE participation, explain why:

n/a

### Additional Comments:

n/a

## AWARDEE INFORMATION

Company:	J.F. Ahern Co.
Contact Person:	John Paap
Phone Number:	(920) 907-5536
E-mail Address:	jpaap@jfahern.com

## EEO DATA

855 Morris Street		Total # of Employees	
Location: Fond du Lac, WI 54935		1,318	
<b>Minorities</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	54	194	14.7%
	Asian	6	0.1%
	Black or African American	9	0.0%
	Hispanic or Latino	25	0.2%
	Native American	5	0.0%
	Other Minority	9	0.0%
<i>Labor Market Availability - Minorities</i>		<i>Labor Market Availability - Females</i>	
22.0%		49.0%	

**COMMISSION FILE NO:** 21-081-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract S06038C16, Waste Activated Sludge (WAS) Pump Replacements at South Shore Water Reclamation Facility (SSWRF), to Lee Plumbing Mechanical Contractors, Inc., (Lee Mechanical) in the amount of \$224,765. Lee Mechanical was the lowest responsible, responsive bidder among three bids received.

The activated sludge process is one of the fundamental steps in the water reclamation process. The process involves growing microorganisms in large aeration basins, where the microorganisms consume the organic material in wastewater. The source of the microorganisms is return activated sludge (RAS) from secondary clarifiers, which combine with primary clarifier effluent at the beginning of the aeration basins to form mixed liquor. The mixed liquor is continuously supplied with oxygen for several hours, which allows and promotes the microorganisms to consume the organic material in the wastewater.

The mixed liquor travels through the aeration basins to the secondary clarifiers. In the secondary clarifiers, the mixed liquor settles by gravity, creating activated sludge. The activated sludge is collected at the bottom of each secondary clarifier. Most of this activated sludge is returned as RAS and combined again with the primary clarifier effluent at the beginning of the aeration basins. With the continuous supply of new organic material, excess activated sludge is produced in the secondary clarifiers, which then must be “wasted”, creating WAS. WAS pumps remove the WAS from the SSWRF secondary clarifiers by either sending the WAS to the digesters for storage or pumping the WAS to the Jones Island Water Reclamation Facility for Milorganite® production.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

*OP\_Award\_S06038C16\_WasteActivatedSludgePumps\_legislative\_file.docx*  
05-17-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

### **Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility**

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At SSWRF, there are four WAS pumps (WAS Pumps 1, 2, 3, and 4). The four WAS pumps were installed in 1984 and have exceeded their useful service lives. Rotating parts show signs of severe wear, metallic parts are corroded beyond repair, and the pump seals leak activated sludge on the floor. This results in pumps frequently requiring repairs, and, if multiple pumps are out at the same time, could result in reduced plant capacity. The purpose of this project is to help ensure a reliable means to withdraw WAS from the system and keep the plant at full capacity.

Under this contract, the contractor will:

- Remove the existing pump motors, motor stands, pumps, suction elbows, and pump pedestals.
- Blast clean and epoxy coat the existing motor stands, suction elbows, and pump pedestals.
- Install new pumps and pump motors.
- Connect, align, and balance the four new pumps and motors.
- Perform pump startup and testing.

The contract duration is 240 days.

## **RESOLUTION**

Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility, is awarded to Lee Plumbing Mechanical Contractors, Inc., in the amount of \$224,765, and that the Executive Director is directed to execute a contract on behalf of the District.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility

#### Capital Project Number(s)

S06038

#### Impact of Requested Action on Total Project Cost:

☐

Increase

☐

Decrease

☐

New Project

☒

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\$18,199,556

\$0

\$18,199,556

n/a

\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/12/2021

**Award of Contract S06038C16, Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility**



**Procurement & S/W/MBE Summary Information**

**Contract #** S06038C16 **Cost Center:** OCC

**Waste Activated Sludge Pump Replacements at South Shore Water Reclamation Facility**

**BID SUMMARY**

**Bid Opening Date:** 4/9/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Bids	3	0	1
# of Responsive Bids	3	0	1

<b>Bidders</b>	<b>Price</b>	<b>Responsive?</b>	<b>Responsible?</b>	<b>% Sub</b>	<b>% SWMBE</b>
Lee Plumbing Mechanical Contractors, Inc. Kenosha, WI 53140	\$224,765.00	Responsive	Responsible	75.4%	73.0%
J.F. Ahern Co. Fond du Lac, WI 54935	\$229,475.00	Responsive	Responsible	73.4%	71.5%
Butters-Fetting Co. Milwaukee, WI 53204	\$237,750.00	Responsive	Responsible	77.2%	77.2%

**SUBCONTRACTOR INFORMATION**

<b>Type</b>	<b>Subcontractor Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
MBE	Thomas A. Mason Co., Inc. Milwaukee, WI 53203	Painting	5.3%	\$11,998.00
SBE	Crane Engineering Sales Kimberly, WI 54136	Pump supplier	67.6%	\$152,000.00
Non-SWMBE	Pieper Electric, Inc. New Berlin, WI 53151	Electrical	2.4%	\$5,500.00

**ECONOMIC DEVELOPMENT ELEMENTS**

Workforce Requirements

Sanitary Sewer Service Area (SSSA)

Employment: 45%

Target Area (TA) Employment: 20%

# Apprentices Required: 0

## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter and sent an e-mail notification to all registered firms in the Construction category. The bid opportunity is also publicly accessible from the MMSD website and Quest CDN. Quest CDN also performs outreach to its users when a bid is posted.

S/W/MBE Planholders:

Crane Engineering Sales

If no or low S/W/MBE participation, explain why:

n/a

Additional Comments:

n/a

## AWARDEE INFORMATION

Company:	Lee Plumbing Mechanical Contractors, Inc.
Contact Person:	Dave Ruffalo
Phone Number:	(262) 771-5214
E-mail Address:	druffalo@selectlee.com

## EEO DATA

2915 60th Street			Total # of Employees		
Location: Kenosha, WI 53140			208		
	<b><u>Total</u></b>	<b><u>%</u></b>		<b><u>Total</u></b>	<b><u>%</u></b>
<b>Minorities</b>	10	4.8%	<b>Females</b>	16	7.7%
African American	4	1.9%	African American	1	0.5%
Asian	1	0.5%	Asian	0	0.0%
Hispanic	5	2.4%	Hispanic	1	0.5%
Native American	0	0.0%	Native American	0	0.0%
<i>Labor Market Availability - Minorities</i>			<i>Labor Market Availability - Females</i>		
22.0%			49.0%		



**COMMISSION FILE NO:** 21-082-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Review of the 2020 Wisconsin Department of Natural Resources Compliance Maintenance Annual Reports for the Jones Island and South Shore Water Reclamation Facilities

**SUMMARY:**

The Commission is requested to review the Jones Island Water Reclamation Facility (JIWRF) 2020 Compliance Maintenance Annual Report (CMAR) and to authorize the Executive Director to transmit the JIWRF CMAR to the Wisconsin Department of Natural Resources (WDNR) by June 30, 2021.

Further, the Commission is requested to review the South Shore Water Reclamation Facility (SSWRF) 2020 CMAR and to authorize the Executive Director to transmit the SSWRF CMAR to WDNR by June 30, 2021.

Chapters NR-208 and NR-210 of the Wisconsin Administrative Code require that a CMAR be submitted annually for each wastewater treatment plant. The Wisconsin Administrative Code also requires that the governing body of each publicly owned treatment works review the CMAR for the facilities under its jurisdiction and authorize staff to transmit the report to WDNR. Under the rules, submission to WDNR is required by June 30 of each year for the prior year's report.

**ATTACHMENTS:** BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒  
FISCAL NOTE ☐ S/W/MBE ☐ OTHER ☒ 2020 JI and SS CMAR's

*OP\_Review\_2020\_WDNR\_CMARs\_legislative\_file.docx*  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SUMMARY (Cont'd)

### Review of the 2020 Wisconsin Department of Natural Resources Compliance Maintenance Annual Reports for the Jones Island and South Shore Water Reclamation Facilities

The CMAR is essentially a score card that evaluates collection and treatment system performance in different categories. Each category is scored and graded. The results from each category are then combined into an overall grade. The categories and their results for 2020, as currently shown in the WDNR electronic database, are as follows:

CMAR CATEGORY	JIWRF	SSWRF
Influent Flow and Loadings	A	A
Effluent Quality: Biochemical Oxygen Demand (BOD)	A	A
Effluent Quality: Total Suspended Solids	A	A
Effluent Quality: Ammonia	N/A	A
Effluent Quality: Phosphorus	A	A
Biosolids Management	A	A
Staffing and Preventive Maintenance	A	A
Operator Certification	A	A
Financial Management	A	A
Collection Systems	A	A
<b>OVERALL GRADE</b>	<b>4.00</b>	<b>4.00</b>

A history of overall grade point averages for 2010 through 2020 for both facilities is shown in the table below.

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>JIWRF</b>	4.00	4.00	3.91	4.00	4.00	4.00	4.00	4.00	4.00	4.00	3.91
<b>SSWRF</b>	4.00	4.00	3.59	3.79	3.75	4.00	3.90	3.79	3.84	3.84	3.46

## RESOLUTION

Review of the 2020 Wisconsin Department of Natural Resources Compliance Maintenance Annual Reports for the Jones Island and South Shore Water Reclamation Facilities

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Commission has reviewed the 2020 Compliance Maintenance Annual Report for the Jones Island Water Reclamation Facility and authorizes the Executive Director to submit the 2020 Jones Island Water Reclamation Facility Compliance Maintenance Annual Report and this resolution to the Wisconsin Department of Natural Resources by June 30, 2021.

**FURTHER RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Commission has reviewed the 2020 Compliance Maintenance Annual Report for the South Shore Water Reclamation Facility and authorizes the Executive Director to submit the 2020 South Shore Water Reclamation Facility Compliance Maintenance Annual Report and this resolution to the Wisconsin Department of Natural Resources by June 30, 2021.

# Compliance Maintenance Annual Report

JONES ISLAND

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:

5/7/2021

2020

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

#### 1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	94.8387	x	224	x	8.34	=	177,225
February	85.2759	x	231	x	8.34	=	164,067
March	116.4194	x	217	x	8.34	=	210,881
April	99.8333	x	205	x	8.34	=	170,824
May	157.2258	x	158	x	8.34	=	207,814
June	102.7333	x	180	x	8.34	=	153,909
July	133.7742	x	164	x	8.34	=	182,971
August	107.9032	x	216	x	8.34	=	194,526
September	83.3000	x	270	x	8.34	=	187,575
October	75.5806	x	293	x	8.34	=	184,833
November	81.6000	x	272	x	8.34	=	185,335
December	89.3226	x	240	x	8.34	=	178,668

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	160	x	90	=	144
		x	100	=	160
Design BOD, lbs/day	388000	x	90	=	349200
		x	100	=	388000

#### 2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	1	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		1	0	0	0
Points		2	0	0	0
<b>Total Number of Points</b>					<b>2</b>

2

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:

5/7/2021

2020

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-11-24

- ☐ No

If No, please explain:

Jones Island influent flow meters were calibrated with the schedule below. High Level influent meter: 2/26/2020, 5/13/2020  
Low Level influent meter: 2/26/2020, 5/14/2020  
Inline Storage System meters: 2/26/2020, 5/7/2020, 5/13/2020, 11/24/2020 Diversion meter: 5/7/2020, 8/8/2020, 8/15/2020, 10/9/2020

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- ☒ Yes

- ☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- ☒ Yes

- ☐ No

If Yes, please explain:

Various violations occurred. The District responds to violations according to the Enforcement Response Plan. The semi-annual and annual Pretreatment Program reports summarize the violations and the MMSD response.

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

- ☐ Yes ☐ Yes ☐ Yes

- ☒ No ☒ No ☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

- ☐ Yes  gallons

- ☒ No

Holding Tanks

- ☐ Yes  gallons

- ☒ No

Grease Traps

- ☐ Yes  gallons

- ☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:  
5/7/2021 2020

<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If yes, describe the situation and your community's response.</p> <div></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div></div>	
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Total Points Generated	2
Score (100 - Total Points Generated)	98
Section Grade	A

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:

5/7/2021

2020

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 002	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	9	1	0	0
February	30	27	6	1	0	0
March	30	27	10	1	0	0
April	30	27	6	1	0	0
May	30	27	6	1	0	0
June	30	27	5	1	0	0
July	30	27	6	1	0	0
August	30	27	6	1	0	0
September	30	27	6	1	0	0
October	30	27	6	1	0	0
November	30	27	9	1	0	0
December	30	27	10	1	0	0

\* Equals limit if limit is  $\leq 10$

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-08-19

☐ No

If No, please explain:

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:  
5/7/2021 **2020**

<p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
--	--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>



# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:

5/7/2021

2020

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 002	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	7	1	0	0
February	30	27	5	1	0	0
March	30	27	8	1	0	0
April	30	27	5	1	0	0
May	30	27	6	1	0	0
June	30	27	4	1	0	0
July	30	27	5	1	0	0
August	30	27	6	1	0	0
September	30	27	5	1	0	0
October	30	27	5	1	0	0
November	30	27	6	1	0	0
December	30	27	6	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>		<b>0</b>	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:  
5/7/2021 **2020**

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 002	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.66	0.154	1	0
February	.66	0.136	1	0
March	.66	0.168	1	0
April	.66	0.117	1	0
May	.66	0.125	1	0
June	.66	0.135	1	0
July	.66	0.144	1	0
August	.66	0.210	1	0
September	.66	0.212	1	0
October	.66	0.147	1	0
November	.66	0.226	1	0
December	.66	0.204	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

Last Updated: 5/7/2021      Reporting For: **2020**

[illegible]

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:

5/7/2021

2020

## Outfall No. 006 - Jones Island EQ Sludge - PRODU

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		<18	<18	<18	<17	<17	<17	<17	<17	<17	<17	<17	<17		0	0
Cadmium		39		<.95	<.95	<.97	<.94	<.95	<.94	<.93	<.94	<.93	<.92	<.93	<.93		0	0
Copper		1500		230	230	220	230	250	240	230	230	230	240	240	240		0	0
Lead		300		28	21	21	26	30	32	43	45	38	27	27	22		0	0
Mercury		17		.23	.18	.13	.24	.21	.16	.28	.16	.26	.24	.21	.21		0	0
Molybdenum	60		75	9	8.5	8	7.8	7.7	7.6	7.6	8.2	8.6	9.3	9.3	9.5	0		0
Nickel				21	22	22	23	26	23	22	20	23	26	25	24	0		0
Selenium				<4.3	<4.3	<4.4	<4.2	<4.2	<4.2	<4.2	4.4	<4.2	<4.1	<4.2	<4.2	0		0
Zinc		2800		420	370	360	370	380	370	400	380	380	360	370	360		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2020 - 06/30/2020
Density:	38
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

0

# Compliance Maintenance Annual Report

Milwaukee Metro Sew Dist Combined

Last Updated: Reporting For:  
5/7/2021 **2020**

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2020 - 01/31/2020
Density:	38
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	02/01/2020 - 02/29/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2020 - 03/31/2020
Density:	11
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

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Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2020 - 04/30/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2020 - 05/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	06/01/2020 - 06/30/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

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Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2020 - 12/31/2020
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2020 - 07/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	08/01/2020 - 08/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

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Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2020 - 09/30/2020
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2020 - 10/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

Outfall Number:	<b>006</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2020 - 11/30/2020
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.



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Outfall Number:	006
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	12/01/2020 - 12/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	All product complied with either the heat drying requirement or time-temperature requirement. With either method, moisture content is 10% or lower.

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

o Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	006
Method Date:	03/25/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	90

Outfall Number:	006
Method Date:	01/29/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	91.10

Outfall Number:	006
Method Date:	02/18/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	91.40

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Outfall Number:	<b>006</b>
Method Date:	03/25/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	90

Outfall Number:	<b>006</b>
Method Date:	04/24/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	92.20

Outfall Number:	<b>006</b>
Method Date:	05/26/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	91.70

Outfall Number:	<b>006</b>
Method Date:	06/13/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	92.80

Outfall Number:	<b>006</b>
Method Date:	03/25/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	90

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Outfall Number:	<b>006</b>
Method Date:	07/08/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	93.20

Outfall Number:	<b>006</b>
Method Date:	08/10/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	92

Outfall Number:	<b>006</b>
Method Date:	09/12/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	93.30

Outfall Number:	<b>006</b>
Method Date:	10/10/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	94.20

Outfall Number:	<b>006</b>
Method Date:	11/22/2020
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	93.80

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Outfall Number:	<b>006</b>	<b>0</b>
Method Date:	12/30/2020	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	92.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div></div>		

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

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## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points)<input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>● Computer system</li><li>○ Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>● Very good</li><li>○ Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p> <div>Maintenance work is addressed on a priority system in a timely manner.</div>	

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BRETT P KELLY

Certification No:

34528

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory				
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance and is basic level only.)

- Yes (0 points)
- No (20 points)

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

### 4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A



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## Financial Management

### 1. Provider of Financial Information

Name:

David Deiringer

Telephone:

(414) 225-2254

(XXX) XXX-XXXX

E-Mail Address  
(optional):

ddeiringer@mmsd.com

### 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?  
Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

### 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2020

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

### 3.2 Equipment Replacement Fund Activity

#### 3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 15,442,080.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 15,442,080.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 413,486.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 15,855,566.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 15,855,566.00

0

Please note: If you had a CWWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	South Shore Water Reclamation Facility: See South Shore CMAR, Financial Management, Item 4.1		
2	Conveyance Projects: 31 Projects	148,306,444	2026
3	Jones Island Water Reclamation Facility and Pipelines: 48 Projects	193,783,659	2026

## 5. Financial Management General Comments

Response #4 above represents planned spending for Conveyance (Collection System) and Water Reclamation Facility (Jones Island, Pipelines, and South Shore) projects for the District's 6-year planning cycle beginning in 2021. Jones Island and Pipeline project counts and costs have been combined. Additional projects, i.e. Watercourse Improvement and other projects, as well as debt service during the same 6-year period will total \$1.5 billion. For a complete listing of all projects and expenditures planned for the period 2021 to 2026, refer to the MMSD 2021 Capital Budget.

## ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

**COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations: 19

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	614,950	40,477
February	507,185	22,644
March	474,534	50,211
April	453,182	20,131
May	443,725	7,246
June	480,247	16,076
July	652,207	4,681
August	432,253	5,123
September	411,266	6,909
October	350,687	15,032
November	212,265	20,414
December	440,164	4,824
Total	<b>5,472,665</b>	<b>213,768</b>
Average	<b>456,055</b>	<b>17,814</b>

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☒ Other:

Gate control motors, heaters

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2018

By Whom:

WE Energies

Describe and Comment:

A level 1 energy assessment was done in 2018 for the Port Washington Pumping Station. The assessment delivered a report that outlined opportunities for reducing energy.

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## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

In 2021 the District will evaluate the various sites for opportunities to improve our energy efficiency and renewable energy profile through Energy Plan in addition to evaluating energy efficiency during rehabilitation projects. Improved power monitor monitoring, controls, and the installation of energy efficient devices such as VFDs continue to be practiced by the District.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	9,198,942	2,940.00	3,129	5,493.98	1,674	1,386,458
February	8,737,274	2,473.00	3,533	4,757.94	1,836	1,232,772
March	9,300,153	3,609.00	2,577	6,537.31	1,423	1,358,543
April	8,410,034	2,995.00	2,808	5,124.72	1,641	1,281,039
May	10,442,693	4,874.00	2,143	6,442.23	1,621	1,620,060
June	8,803,038	3,082.00	2,856	4,617.27	1,907	1,140,787
July	10,492,049	4,147.00	2,530	5,672.10	1,850	1,445,018
August	9,709,446	3,345.00	2,903	6,030.31	1,610	1,323,123
September	8,553,825	2,499.00	3,423	5,627.25	1,520	1,165,588
October	7,444,592	2,343.00	3,177	5,729.82	1,299	1,118,406
November	8,056,820	2,448.00	3,291	5,560.05	1,449	1,694,860
December	8,672,081	2,769.00	3,132	5,538.71	1,566	1,705,440
Total	107,820,947	37,524.00		67,131.69		16,472,094
Average	8,985,079	3,127.00	2,959	5,594.31	1,616	1,372,675

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System

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- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Gravity belt thickeners, belt filter presses, biosolids dryers

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

### 7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

The 2035 Vision, adopted in 2010, has two elements: integrated watershed management and climate change adaptation with an emphasis on energy efficiency. The District aligns capital improvement projects with the Vision to meet a net of 100% of MMSD's energy needs with renewable energy sources and 80% produced with internal, renewable sources. The Energy Plan was finalized in January 2015 and is being implemented to attain the District's long-term goals embodied in the 2035 Vision available here: <https://www.mmsd.com/about-us/2035-vision>. The recommendations in the Energy Plan are all either in progress or were studied in the 2050 Facilities Plan that was finalized in 2020. The Energy Plan will be renewed in 2021. For the treatment plants, we recommend the following examples of energy efficiency projects at the Jones Island Water Reclamation Facility:

J01013 – Preliminary Facility Electrical Upgrade  
J01025 – High & Low Level Screw Pump Replacement  
J01027 – Primary Clarifier, Sludge, and Scum Piping  
J02012 – Aeration System Improvements  
J04035 – Greens Grade Train Replacement and Redundant Train Evaluation  
J04037 – Thickened Sludge Improvements  
J04046 – D&D Induced Draft Fan Energy Conservation  
J06061 – Dryer Conversion for Additional LFG  
P02004 – Landfill Gas System – Metro Landfill  
M03102 – Biosolids Advanced Facilities Planning  
M03051 – Alternative Energy Planning (Air Compressors Evaluation)

## 8. Biogas Generation

### 8.1 Do you generate/produce biogas at your facility?

● No

○ Yes

If Yes, how is the biogas used (Check all that apply):

- ☐ Flared Off
- ☐ Building Heat
- ☐ Process Heat
- ☐ Generate Electricity
- ☐ Other:

## 9. Energy Efficiency Study

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9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2017

By Whom:

University of Wisconsin - Milwaukee Industrial Assessment Center

Describe and Comment:

Assessment covered equipment drives, lighting, and lubricant use throughout the entire facility.

☒ Part of the facility

Year:

2020

By Whom:

Short Elliot Hendrickson and Poyry (2015), Brabazon and Focus on Energy (2020)

Describe and Comment:

MACT assessment was completed of the boilers in 2015. High pressure air compressor study was completed in 2020. Many other processes throughout the facility have been assessed and are monitored for efficiency internally.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

The MMSD CMOM goals related to the conveyance and storage system as presented in the CMOM Program Annual Report for 2020 are:

1. Continue the support of the CMOM Program within the District organizational structure.
2. Communicate the goals and objectives of the CMOM Program to internal and external stakeholders, monitor the CMOM Program, and institute program modifications.
3. Continue to maintain adequate financial planning.
4. Continue to comply with regulatory requirements.
5. Continue to support and monitor the regional CMOM program.
6. Continue to maintain a safe work environment and facilities and also sustain a competent workforce.
7. Establish CMOM program elements specific to minimizing the number and volume of CSOs.
8. Continue to implement and support the Wet Weather Peak Flow Management Program.
9. Where possible, establish additional practices to prevent sanitary sewer overflows (SSOs), maintain or improve system performance, and avoid preventable failures.
10. Continue to establish and document level of protection, design, and performance standards for new conveyance assets constructed in the District service area, and consider documented and predicted changes in climate.
11. Minimize the cost of conveyance asset ownership while maintaining necessary stewardship of assets and achieving defined protection levels.
12. Enhance District level of knowledge and understanding of wet weather flows and system response to precipitation and other factors.
13. Promptly and accurately respond to customer inquiries.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

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☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

MMSD Rules

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2018-01-22

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.



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Cleaning	<input type="text" value="0.33"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="85"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="4.36"/>	% of system/year
Manhole inspections	<input type="text" value="0"/>	% of system/year
Lift station O&M	<input type="text" value="19"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0.09"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0.39"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input type="text"/>		

### 3. Performance Indicators

#### 3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="41.01"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.76"/>	Annual average precipitation (for your location)
<input type="text" value="302"/>	Miles of sanitary sewer
<input type="text" value="19"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="102"/>	Average daily flow in MGD (if available)
<input type="text" value="157"/>	Peak monthly flow in MGD (if available)
<input type="text" value="386"/>	Peak hourly flow in MGD (if available)

#### 3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.03"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="1.5"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="3.8"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

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## 4. Overflows

### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

	Date	Location	Cause	Estimated Volume
0	5/17/2020 5:00:00 PM - 5/17/2020 8:00:00 PM	North Broadmoor Road	Rain	0.666
1	5/17/2020 4:40:00 PM - 5/17/2020 10:40:00 PM	North River Road and W Green Tree Road	Rain	9.065
2	5/17/2020 4:59:00 PM - 5/17/2020 6:41:00 PM	West Manitoba Street and south 35th Street	Rain	1.335
3	5/17/2020 4:46:00 PM - 5/17/2020 8:32:00 PM	West Roosevelt Drive and North 35th Street	Rain	3.06
4	5/17/2020 4:30:00 PM - 5/17/2020 5:15:00 PM	S 79th St extended at W Dickinson State Fair Parking Lot	Rain	0.005
5	5/17/2020 4:53:00 PM - 5/17/2020 5:30:00 PM	S 74th St and W Oklahoma Ave	Rain	0.04
6	5/17/2020 5:20:00 PM - 5/17/2020 6:20:00 PM	North Lake Drive, North of East Ravine Lane	Rain	0.022
7	5/17/2020 4:00:00 PM - 5/19/2020 9:00:00 PM	Please see attached table for locations of discharges	Rain	2100
8	7/10/2020 12:52:00 AM - 7/10/2020 4:35:00 AM	Please see attached table for location of discharges	Rain	7.1
9	8/2/2020 9:47:00 PM - 8/2/2020 11:47:00 PM	S 74th St and W Oklahoma Ave	Rain	0.175

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The District and Veolia Water Milwaukee will continue to operate the conveyance system, storage system, and the water reclamation facilities in a manner to prevent separate sewer overflows and to maximum the capture of combined sewer overflows. The District's Wet Weather Peak Flow Management Program evaluates infiltration and inflow in our service area to identify areas to target for improvements. To further reduce the risk of basement backups and separate sewer overflows, the District has funded \$31M of infiltration and inflow reduction projects throughout our service area over the last ten years. In 2020 the Private Property Inflow and Infiltration Reduction Program was made a permanent component of the annual budget. The District has started design on a project to reduce overflows from the Mill Road Relief Sewer at the North Broadmoor Road and North River Road/W Green Tree Road sites. Design continues to address overflows from the Roosevelt MIS at Roosevelt Drive and North 35th Street. The District also has a SSO Elimination Study underway to determine what could be done to reduce or eliminate overflows at each SSO site.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

● Yes

○ No

If Yes, please describe:

Yes; Infiltration and inflow (I/I) in satellite municipal collection systems is the primary contributor of peak flows from the separate sewer area of the MMSD conveyance system and is one of the primary causes of separate sewer overflows from the MMSD system.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

○ Yes

● No

If Yes, please describe:

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## 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

MMSD believes that I/I has been reduced over the past year. Twenty-five of the twenty-eight member municipalities have PPI/I reduction projects completed or in progress in the first 11 years of the PPI/I Program. Many of the municipalities also completed public sector I/I reduction projects. MMSD has adopted peak flow performance standards in its Chapter 3 revisions which require tributary municipalities to reduce I/I. There were no new metersheds identified as noncompliant in 2020.

## 5.4 What is being done to address infiltration/inflow in your collection system?

MMSD continues sewer rehab through Operation and Maintenance, and Capital programs. MMSD is continuing to work with satellite municipalities to reduce inflow and infiltration with the wet weather peak flow management program. Throughout 2020 the District collected data from 194 permanent meters and 153 portable meters and also 150 surcharge level indicators in strategically selected sanitary sewers within its service area to more accurately measure wastewater flows under both dry and wet weather conditions. The measured peak flows are compared to the allowable peak flows listed in Chapter 3 of the District's rules. Action will be taken for any metersheds that are identified as exceeding the allowable peak flows. MMSD has implemented the Private Property Inflow and Infiltration (PPI/I) Reduction Program in 2011 to support municipal work in reducing I/I from local private property sources. Twenty-five of the twenty-eight member municipalities have PPI/I reduction projects completed or in progress in the 11th year of the PPI/I Program. Additionally, MMSD installed 36 Micrometers to enhance I/I data collection. MMSD completed and implemented the MMSD CMOM program in 2007 and has continued implementation annually. MMSD completed and implemented the MMSD CMOM program in 2007 and has continued implementation annually. In addition, all municipalities have developed and implemented CMOM and Asset Management programs. MMSD also has a Green Infrastructure (GI) initiative program that is aimed at capturing 740 million gallons of water every time it rains by the year 2035. In 2020 MMSD started a \$20M strategic green infrastructure installation program, called the Fresh Coast Protection Partnership (FCPP). This program is a public private partnership with Corvias; its goals center on ramping up the pace at which GI is installed within our GI Service area. The FCPP will work towards the goal of driving down the per-gallon total cost of GI, while cost effectively building local capacity and expertise in GI practices and producing the greatest impact on the District's local community and conveyance system. In 2020 alone, MMSD built 3,000,000 gallons worth of green infrastructure capture and by the end of 2020, the MMSD had built enough projects to total 37 MG of GI storage capacity each time it rains.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Grading Summary

WPDES No: 0036820

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

MMSD Commission

Date of Resolution or  
Action Taken:

2021-06-28

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The District continues to consistently meet CSO Performance Standards for water quality based requirements as outlined in our permit. As stated in the current WPDES Permit (Section 4.3.3 (10): "The permittee has submitted the documentation that demonstrated implementation of each of the nine minimum controls in accordance with Section IIB of the U.S. EPA CSO Control Policy. The permittee submitted this documentation to the Department as an element of its 2020 Facilities Plan, approved by the Department on December 26, 2007." Not content with just maintaining status quo, however, the District has a goal of 0 CSOs as targeted in our 2035 Vision Statement. The District's 6-year Long Range Financing Plan includes \$1.5 billion (\$858 million in projects and \$633 million in debt service) to maintain and improve the regional capital infrastructure that helps protect public health, homes, businesses and waterways. This includes spending to fix private property sources of excess water that can overwhelm sanitary sewer systems. Having already committed \$4 billion for clean water infrastructure in previous years, MMSD's asset management is vital for optimizing reliability and performance of new and aging resources for our treatment plants, sewers, and flood management facilities.

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<p><b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS</b> (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)</p> <p><b>G.P.A. = 4.00</b></p> <div></div>
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# Compliance Maintenance Annual Report

SOUTH SHORE

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## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

#### 1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 702	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	114.7097	x	222	x	8.34	=	212,012
February	102.4828	x	239	x	8.34	=	203,951
March	114.9677	x	224	x	8.34	=	214,345
April	99.2000	x	262	x	8.34	=	216,484
May	146.6452	x	180	x	8.34	=	220,578
June	90.9000	x	272	x	8.34	=	206,205
July	90.0645	x	358	x	8.34	=	269,198
August	82.7742	x	381	x	8.34	=	262,996
September	79.4333	x	348	x	8.34	=	230,762
October	76.0968	x	372	x	8.34	=	236,048
November	63.8667	x	400	x	8.34	=	212,882
December	71.7097	x	368	x	8.34	=	220,317

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	170	x	90	=	153
		x	100	=	170
Design BOD, lbs/day	291000	x	90	=	261900
		x	100	=	291000

#### 2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	1	0
August	1	0	0	1	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	2	0
Points		0	0	6	0
<b>Total Number of Points</b>					<b>6</b>

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## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-04-25

☐ No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes

☐ No

If Yes, please explain:

Various violations occurred. The District responds to violations according to the Enforcement Response Plan. The semi-annual and annual Pretreatment Program reports summarize the violations and the MMSD response.

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☐ Yes

☐ Yes

☐ Yes

☒ No

☒ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☐ Yes

gallons

☒ No

Holding Tanks

☐ Yes

gallons

☒ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.



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<div></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div></div>	
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Total Points Generated	6
Score (100 - Total Points Generated)	94
Section Grade	A

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## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	13	1	0	0
February	30	27	13	1	0	0
March	30	27	14	1	0	0
April	30	27	13	1	0	0
May	30	27	11	1	0	0
June	30	27	13	1	0	0
July	30	27	14	1	0	0
August	30	27	12	1	0	0
September	30	27	11	1	0	0
October	30	27	13	1	0	0
November	30	27	13	1	0	0
December	30	27	15	1	0	0

\* Equals limit if limit is  $\leq 10$

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-10-19

☐ No

If No, please explain:

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

Evidence of industrial discharges existed (foam, DO depressions, etc.) that impacted treatment.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

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<p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	9	1	0	0
February	30	27	8	1	0	0
March	30	27	9	1	0	0
April	30	27	7	1	0	0
May	30	27	8	1	0	0
June	30	27	8	1	0	0
July	30	27	12	1	0	0
August	30	27	11	1	0	0
September	30	27	9	1	0	0
October	30	27	11	1	0	0
November	30	27	10	1	0	0
December	30	27	10	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>		<b>0</b>	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Ammonia - NH3)

### 1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	27		.36316129	0					
February	27		.650310345	0					
March	27		.826258065	0					
April	27		.594766667	0					
May									
June									
July									
August									
September									
October									
November	27		2.024233333	0					
December	27		.54716129	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>0</b>

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.262	1	0
February	1	0.314	1	0
March	1	0.569	1	0
April	1	0.259	1	0
May	1	0.243	1	0
June	1	0.528	1	0
July	1	0.509	1	0
August	1	0.588	1	0
September	1	0.721	1	0
October	1	0.643	1	0
November	1	0.542	1	0
December	1	0.462	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

#### 1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☒ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☒ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

#### 1.1.1 If you checked Other, please describe:

Biosolids from South Shore WRF Outfall 004 are pumped to Jones Island WRF, blended with biosolids from Jones Island WRF, heat dried, and publicly distributed as EQ biosolids. No land application from Outfall 004 in 2020. 755 dry tons of cake from Outfall 005 were land applied in 2020. 561 dry tons of cake from Outfall 005 were landfilled in 2020.

### 2. Land Application Site

#### 2.1 Last Year's Approved and Active Land Application Sites

##### 2.1.1 How many acres did you have?

25578.80 acres

##### 2.1.2 How many acres did you use?

160.4 acres

#### 2.2 If you did not have enough acres for your land application needs, what action was taken?

#### 2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

o Yes (30 points)

● No

#### 2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

● Yes

o No (10 points)

o N/A

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

#### 3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

##### Outfall No. 005 - South Shore Cake Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75								0						0	0
Cadmium		39	85								1.65						0	0
Copper		1500	4300								445						0	0
Lead		300	840								54.5						0	0
Mercury		17	57								.415						0	0
Molybdenum	60		75								16					0		0
Nickel	336		420								41					0		0
Selenium	80		100								2.55					0		0
Zinc		2800	7500								865						0	0

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3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	005
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2020 - 12/31/2020
Density:	4,600
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	The geometric mean 1370 MPN/gTS, of 7 discrete samples is less than 2,000,000 MPN/gTS.



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Outfall Number:	005	0																												
Biosolids Class:	B																													
Bacteria Type and Limit:	Fecal Coliform																													
Sample Dates:	11/01/2020 - 12/31/2020																													
Density:	4,500																													
Sample Concentration Amount:	CFU/G TS																													
Requirement Met:	Yes																													
Land Applied:	Yes																													
Process:	Anaerobic Digestion																													
Process Description:	The geometric mean 652 MPN/gTS, of 7 discrete samples is less than 2,000,000 MPN/gTS.																													
<p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p>○ Yes (40 Points)</p> <p>● No</p> <p>If yes, what action was taken?</p> <div></div>																														
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p> <table border="1"><tr><td>Outfall Number:</td><td>005</td></tr><tr><td>Method Date:</td><td>08/10/2020</td></tr><tr><td>Option Used To Satisfy Requirement:</td><td>Volatile Solids Reduction</td></tr><tr><td>Requirement Met:</td><td>Yes</td></tr><tr><td>Land Applied:</td><td>Yes</td></tr><tr><td>Limit (if applicable):</td><td>&gt;= 38</td></tr><tr><td>Results (if applicable):</td><td>62.50</td></tr></table> <table border="1"><tr><td>Outfall Number:</td><td>005</td></tr><tr><td>Method Date:</td><td>08/10/2020</td></tr><tr><td>Option Used To Satisfy Requirement:</td><td>Volatile Solids Reduction</td></tr><tr><td>Requirement Met:</td><td>Yes</td></tr><tr><td>Land Applied:</td><td>Yes</td></tr><tr><td>Limit (if applicable):</td><td>&gt;= 38</td></tr><tr><td>Results (if applicable):</td><td>57</td></tr></table> <p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p>○ Yes (40 Points)</p> <p>● No</p> <p>If yes, what action was taken?</p> <div></div>			Outfall Number:	005	Method Date:	08/10/2020	Option Used To Satisfy Requirement:	Volatile Solids Reduction	Requirement Met:	Yes	Land Applied:	Yes	Limit (if applicable):	>= 38	Results (if applicable):	62.50	Outfall Number:	005	Method Date:	08/10/2020	Option Used To Satisfy Requirement:	Volatile Solids Reduction	Requirement Met:	Yes	Land Applied:	Yes	Limit (if applicable):	>= 38	Results (if applicable):	57
Outfall Number:	005																													
Method Date:	08/10/2020																													
Option Used To Satisfy Requirement:	Volatile Solids Reduction																													
Requirement Met:	Yes																													
Land Applied:	Yes																													
Limit (if applicable):	>= 38																													
Results (if applicable):	62.50																													
Outfall Number:	005																													
Method Date:	08/10/2020																													
Option Used To Satisfy Requirement:	Volatile Solids Reduction																													
Requirement Met:	Yes																													
Land Applied:	Yes																													
Limit (if applicable):	>= 38																													
Results (if applicable):	57																													
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p>● &gt;= 180 days (0 Points)</p> <p>○ 150 - 179 days (10 Points)</p>																														

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<ul style="list-style-type: none"><li>o 120 - 149 days (20 Points)</li><li>o 90 - 119 days (30 Points)</li><li>o &lt; 90 days (40 Points)</li><li>o N/A (0 Points)</li></ul> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>0</b>
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points)<input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>● Computer system</li><li>○ Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>● Very good</li><li>○ Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p> <div>Maintenance work is addressed on a priority system in a timely manner.</div>	

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BRETT P KELLY

Certification No:

34528

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory				
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance and is basic level only.)

- Yes (0 points)
- No (20 points)

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

### 4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
--	--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Financial Management

### 1. Provider of Financial Information

Name:

David Deiringer

Telephone:

(414) 225-2254

(XXX) XXX-XXXX

E-Mail Address  
(optional):

ddeiringer@mmsd.com

### 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?  
Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

### 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2020

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

### 3.2 Equipment Replacement Fund Activity

#### 3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 15,442,080.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 15,442,080.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 413,486.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 15,855,566.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 15,855,566.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	South Shore Water Reclamation Facility: 30 Projects	123,523,013	2026
2	Conveyance Projects: See Jones Island CMAR, Financial Management, Item 4.1		
3	Jones Island Water Reclamation Facility and Pipelines: See Jones Island CMAR, Financial Management, Item 4.1		

## 5. Financial Management General Comments

Response #4 above represents planned spending for Conveyance (Collection System) and Water Reclamation Facility (Jones Island, Pipelines, and South Shore) projects for the District's 6-year planning cycle beginning in 2021. Jones Island and Pipeline project counts and costs have been combined. Additional projects, i.e. Watercourse Improvement and other projects, as well as debt service during the same 6-year period will total \$1.5 billion. For a complete listing of all projects and expenditures planned for the period 2021 to 2026, refer to the MMSD 2021 Capital Budget.

## ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations: 19



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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	614,950	40,477
February	507,185	22,644
March	474,534	50,211
April	453,182	20,131
May	443,725	7,246
June	480,247	16,076
July	652,207	4,681
August	432,253	5,123
September	411,266	6,909
October	350,687	15,032
November	212,265	20,414
December	440,164	4,824
Total	<b>5,472,665</b>	<b>213,768</b>
Average	<b>456,055</b>	<b>17,814</b>

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☒ Other:

Gate control motors, heaters

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2018

By Whom:

We Energies

Describe and Comment:

A level 1 energy assessment was done in 2018 for the Port Washington Pumping Station. The assessment delivered a report that outlined opportunities for reducing energy.

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## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

In 2021 the District will evaluate the various sites for opportunities to improve our energy efficiency and renewable energy profile through Energy Plan in addition to evaluating energy efficiency during rehabilitation projects. Improved power monitor monitoring, controls, and the installation of energy efficient devices such as VFDs continue to be practiced by the District.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	3,822,149	3,556.00	1,075	6,572.37	582	71,585
February	3,447,480	2,972.00	1,160	5,914.58	583	78,018
March	3,578,623	3,564.00	1,004	6,644.70	539	74,866
April	3,425,481	2,976.00	1,151	6,494.52	527	85,896
May	3,525,414	4,546.00	775	6,837.92	516	84,344
June	3,441,879	2,727.00	1,262	6,186.15	556	63,387
July	3,684,221	2,792.00	1,320	8,345.14	441	56,448
August	4,030,206	2,566.00	1,571	8,152.88	494	63,234
September	3,806,126	2,383.00	1,597	6,922.86	550	61,183
October	3,799,235	2,359.00	1,611	7,317.49	519	20,025
November	3,616,143	1,916.00	1,887	6,386.46	566	46,492
December	3,742,463	2,223.00	1,684	6,829.83	548	66,565
Total	43,919,420	34,580.00		82,604.90		772,043
Average	3,659,952	2,881.67	1,341	6,883.74	535	64,337

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System

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- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Gravity belt thickeners, plate and frame presses

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

The 2035 Vision, adopted in 2010, has two elements: integrated watershed management and climate change adaptation with an emphasis on energy efficiency. The District aligns capital improvement projects with the Vision to meet a net of 100% of MMSD's energy needs with renewable energy sources and 80% produced with internal, renewable sources. The Energy Plan was finalized in January 2015 and is being implemented to attain the District's long-term goals embodied in the 2035 Vision available here: <https://www.mmsd.com/about-us/2035-vision>. The recommendations in the Energy Plan are all either in progress or were studied in the 2050 Facilities Plan that was finalized in 2020. The Energy Plan will be renewed in 2021. For the treatment plants, we recommend the following examples of energy efficiency projects at the South Shore Water Reclamation Facility:

S01013 – Primary Clarifier Overhaul  
S02015 – Aeration Basin Diffuser Replacement  
S04034 – High Strength Waste Mixing Improvements  
S04035 – Digester 6 & 8 Mixer Replacement  
S04036 – Bldg 383 HVAC Replacement

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☒ Generate Electricity
- ☐ Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2017

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<p>By Whom: University of Wisconsin - Milwaukee Industrial Assessment Center</p> <p>Describe and Comment: Assessment covered equipment drives, lighting, and lubricant use throughout the entire facility.</p> <p><input checked="" type="checkbox"/> Part of the facility</p> <p>Year: 2015</p> <p>By Whom: Short Elliot Hendrickson and Poyry</p> <p>Describe and Comment: MACT assessment was completed of the boilers. Many other processes throughout the facility have been assessed and are monitored for efficiency internally.</p>	
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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

The MMSD CMOM goals related to the conveyance and storage system as presented in the CMOM Program Annual Report for 2020 are:

1. Continue the support of the CMOM Program within the District organizational structure.
2. Communicate the goals and objectives of the CMOM Program to internal and external stakeholders, monitor the CMOM Program, and institute program modifications.
3. Continue to maintain adequate financial planning.
4. Continue to comply with regulatory requirements.
5. Continue to support and monitor the regional CMOM program.
6. Continue to maintain a safe work environment and facilities and also sustain a competent workforce.
7. Establish CMOM program elements specific to minimizing the number and volume of CSOs.
8. Continue to implement and support the Wet Weather Peak Flow Management Program.
9. Where possible, establish additional practices to prevent sanitary sewer overflows (SSOs), maintain or improve system performance, and avoid preventable failures.
10. Continue to establish and document level of protection, design, and performance standards for new conveyance assets constructed in the District service area, and consider documented and predicted changes in climate.
11. Minimize the cost of conveyance asset ownership while maintaining necessary stewardship of assets and achieving defined protection levels.
12. Enhance District level of knowledge and understanding of wet weather flows and system response to precipitation and other factors.
13. Promptly and accurately respond to customer inquiries.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

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☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

MMSD Rules

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2018-01-22

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

0

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Cleaning	<input type="text" value="0.33"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="85"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="4.36"/>	% of system/year
Manhole inspections	<input type="text" value="0"/>	% of system/year
Lift station O&M	<input type="text" value="19"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0.09"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0.39"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input type="text"/>		

### 3. Performance Indicators

#### 3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="41.01"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.76"/>	Annual average precipitation (for your location)
<input type="text" value="302"/>	Miles of sanitary sewer
<input type="text" value="19"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="93"/>	Average daily flow in MGD (if available)
<input type="text" value="146"/>	Peak monthly flow in MGD (if available)
<input type="text" value="286"/>	Peak hourly flow in MGD (if available)

#### 3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="1.6"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="3.1"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

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## 4. Overflows

### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

	Date	Location	Cause	Estimated Volume
0	5/17/2020 5:30:00 PM - 5/17/2020 7:00:00 PM	South Howell Avenue, South of East Grange Avenue	Rain	0.03

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The District and Veolia Water Milwaukee will continue to operate the conveyance system, storage system, and the water reclamation facilities in a manner to prevent separate sewer overflows and to maximum the capture of combined sewer overflows. The District's Wet Weather Peak Flow Management Program evaluates infiltration and inflow in our service area to identify areas to target for improvements. To further reduce the risk of basement backups and separate sewer overflows, the District has funded \$31M of infiltration and inflow reduction projects throughout our service area over the last ten years. In 2020 the Private Property Inflow and Infiltration Reduction Program was made a permanent component of the annual budget. The District has started design on a project to reduce overflows from the Mill Road Relief Sewer at the North Broadmoor Road and North River Road/W Green Tree Road sites. Design continues to address overflows from the Roosevelt MIS at Roosevelt Drive and North 35th Street. The District also has a SSO Elimination Study underway to determine what could be done to reduce or eliminate overflows at each SSO site.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

Yes; Infiltration and inflow (I/I) in satellite municipal collection systems is the primary contributor of peak flows from the separate sewer area of the MMSD conveyance system and is one of the primary causes of separate sewer overflows from the MMSD system.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

MMSD believes that I/I has been reduced over the past year. Twenty-five of the twenty-eight member municipalities have PPI/I reduction projects completed or in progress in the first 11 years of the PPI/I Program. Many of the municipalities also completed public sector I/I reduction projects. MMSD has adopted peak flow performance standards in its Chapter 3 revisions which require tributary municipalities to reduce I/I. There were no new metersheds identified as noncompliant in 2020.

5.4 What is being done to address infiltration/inflow in your collection system?



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**2020**

MMSD continues sewer rehab through Operation and Maintenance, and Capital programs. MMSD is continuing to work with satellite municipalities to reduce inflow and infiltration with the wet weather peak flow management program. Throughout 2020 the District collected data from 194 permanent meters and 153 portable meters and also 150 surcharge level indicators in strategically selected sanitary sewers within its service area to more accurately measure wastewater flows under both dry and wet weather conditions. The measured peak flows are compared to the allowable peak flows listed in Chapter 3 of the District's rules. Action will be taken for any metersheds that are identified as exceeding the allowable peak flows. MMSD has implemented the Private Property Inflow and Infiltration (PPI/I) Reduction Program in 2011 to support municipal work in reducing I/I from local private property sources. Twenty-five of the twenty-eight member municipalities have PPI/I reduction projects completed or in progress in the 11th year of the PPI/I Program. Additionally, MMSD installed 36 Micrometers to enhance I/I data collection. MMSD completed and implemented the MMSD CMOM program in 2007 and has continued implementation annually. MMSD completed and implemented the MMSD CMOM program in 2007 and has continued implementation annually. In addition, all municipalities have developed and implemented CMOM and Asset Management programs. MMSD also has a Green Infrastructure (GI) initiative program that is aimed at capturing 740 million gallons of water every time it rains by the year 2035. In 2020 MMSD started a \$20M strategic green infrastructure installation program, called the Fresh Coast Protection Partnership (FCPP). This program is a public private partnership with Corvias; its goals center on ramping up the pace at which GI is installed within our GI Service area. The FCPP will work towards the goal of driving down the per-gallon total cost of GI, while cost effectively building local capacity and expertise in GI practices and producing the greatest impact on the District's local community and conveyance system. In 2020 alone, MMSD built 3,000,000 gallons worth of green infrastructure capture and by the end of 2020, the MMSD had built enough projects to total 37 MG of GI storage capacity each time it rains.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Grading Summary

WPDES No: 0036820

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>37</b>	<b>148</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Compliance Maintenance Annual Report

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Last Updated: Reporting For:  
5/7/2021 2020

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

MMSD Commission

Date of Resolution or  
Action Taken:

2021-06-28

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

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**2020**

The District continues to consistently meet CSO Performance Standards for water quality based requirements as outlined in our permit. As stated in the current WPDES Permit (Section 4.3.3 (10): "The permittee has submitted the documentation that demonstrated implementation of each of the nine minimum controls in accordance with Section IIB of the U.S. EPA CSO Control Policy. The permittee submitted this documentation to the Department as an element of its 2020 Facilities Plan, approved by the Department on December 26, 2007." Not content with just maintaining status quo, however, the District has a goal of 0 CSOs as targeted in our 2035 Vision Statement. The District's 6-year Long Range Financing Plan includes \$1.5 billion (\$858 million in projects and \$633 million in debt service) to maintain and improve the regional capital infrastructure that helps protect public health, homes, businesses and waterways. This includes spending to fix private property sources of excess water that can overwhelm sanitary sewer systems. Having already committed \$4 billion for clean water infrastructure in previous years, MMSD's asset management is vital for optimizing reliability and performance of new and aging resources for our treatment plants, sewers, and flood management facilities.

## **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**

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**COMMISSION FILE NO:** 21-083-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

**SUMMARY:**

The Commission is requested to authorize the Executive Director to approve five projects, G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81, under the 2021 Green Infrastructure Partnership Program (GIPP) in a total amount not to exceed \$1,863,260. The 2021 GIPP funding was allocated in the approved 2021 Capital and Operations and Maintenance budgets. Thirteen additional project awards, G98004P65, G98004P66, G98004P67, G98004P68, G98004P70, G98004P71, G98004P73, G98004P74, G98004P75, G98004P76, G98004P77, G98004P79, and G98004P82, are within the Executive Director's authority and, therefore, are not requested for Commission approval. They are included in this document for reference only.

The primary goals of this program are to meet the 50-million-gallon green infrastructure (GI) goal in the five-year Wisconsin Pollutant Discharge Elimination System permit, support the District's 2035 Vision, implement the Regional Green Infrastructure Plan, and continue progress toward the goal of providing 740 million gallons of stormwater capture capacity in any given storm by 2035. Additionally, this program helps to form mutually beneficial partnerships to generate quantitative data on the effectiveness of GI in managing stormwater runoff in the District's service area and qualitative data on the implementation and feasibility of various GI practices.

The District received 23 applications from private property owners, municipalities, and developers in response to the District's notice and application.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☐ **OTHER** ☐ \_\_\_\_\_

OP\_2021\_Green\_Infrastructure\_Partnership\_Program\_Projects\_legislative\_file.docx  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SUMMARY (Cont'd)

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

The following projects and partners are recommended for funding and are requested for Commission approval:

Project Name	Applicant	Award Amount	Project Number
University of Wisconsin-Milwaukee (UWM) Innovation Campus	Innovation Park Development Partners, LLC	\$243,794	G98004P69
Oak Creek Athletic Field Turf Conversion	Milwaukee Area Technical College (MATC)	\$ 636,063	G98004P72
Brown Deer Road and Stormwater Management/Phase Three	Milwaukee County Department of Parks, Recreation, and Culture	\$168,047	G98004P78
St. Anthony School Green Space Initiative	St. Anthony School Milwaukee	\$635,806	G98004P80
1300 Glenview Place, Wauwatosa, WI	General Capital Group and Joseph Property Development	\$179,550	G98004P81
Total		\$1,863,260	

These projects are summarized below:

### **UWM Innovation Campus – submitted by Innovation Park Development Partners, LLC (G98004P69)**

UWM Innovation Campus is a mixed-use development located on approximately 89 acres in the City of Wauwatosa's Life Sciences District. The proposed development will be an environmentally and economically sustainable office, technology, and high value employment-oriented campus. The project includes a large, 69,000-square-foot green roof along with native landscaping that will augment existing stormwater management features as part of a treatment train.

Location: 9401 Watertown Plank Road, Wauwatosa, WI 53226

Gallons Captured: 125,022

GI Strategies: Native landscaping and green roof.

## **SUMMARY (Cont'd)**

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

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### **Oak Creek Athletic Field Turf Conversion – submitted by MATC (G98004P72)**

MATC is embarking on a multiphase upgrade of the athletic field at the Oak Creek Campus. The project will greatly improve the playability of the field used by the school's softball and baseball teams, while providing a significant volume of stormwater runoff storage. The project is in alignment with MATC's commitment to promoting sustainability, resilience, and carbon neutrality in their academic programs and facilities.

Location: 6665 S. Howell Avenue, Oak Creek, WI 53154

Gallons Captured: 326,186

GI Strategies: Athletic turf field with subsurface cistern storage.

### **Brown Deer Road and Stormwater Management/Phase Three – submitted by Milwaukee County Department of Parks, Recreation, and Culture (G98004P78)**

This proposed project is part of a \$6.5 million, three-phase capital development effort to completely reconstruct the interior loop roadway, the clubhouse circular drive and parking lot, and the boathouse loop road at Brown Deer Park. The project will also improve the service yard to provide better drainage and incorporate environmental and safety upgrades. Stormwater best management practices, GI, plantings of native trees and shrubs, and vegetation management are incorporated into the site plan.

Location: 7835 N. Green Bay Road, Milwaukee, WI 53209

Gallons Captured: 86,178

GI Strategies: Native landscaping, porous pavement, stormwater trees, and bioswales.

### **St. Anthony School Green Space Initiative – submitted by St. Anthony School Milwaukee (G98004P80)**

Located in a largely industrial neighborhood next to Mitchell International Airport, St. Anthony High School seeks to develop the surrounding parking lot to create a green space for their students and the nearby neighborhoods. The school currently serves 504 low income, largely Hispanic students. Their project will transform a vast area of weathered asphalt into a soil-amended grassy area providing students with an athletic field to play soccer and have physical education class, as well as an outdoor Socratic classroom including stepped bench seating and picnic benches. The current parking area will be replaced with over 100,000 square feet of porous pavement.

Location: 4807 S. 2nd Street, Milwaukee, WI 53207

Gallons Captured: 359,877

GI Strategies: Native landscaping, porous pavement, rain barrels, stormwater trees, rain garden, soil amendments, and pavement removal.

## **SUMMARY (Cont'd)**

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

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### **1300 Glenview Place, Wauwatosa, WI – submitted by General Capital Group and Joseph Property Development (G98004P81)**

This project is a multifamily residential redevelopment of an approximately 10-acre site currently occupied by a number of industrial buildings. In addition to reducing the direct flow to the Menomonee River, the project will reduce the impervious areas on site by approximately 160,000 square feet. An onsite proposed connection to Oak Leaf Trail network will allow hundreds of residents a day to physically experience and learn about the improvements.

Location: 1300 Glenview Place, Wauwatosa, WI 53213

Gallons Captured: 101,000

GI Strategies: Native landscaping, porous pavement, and pavement removal.



## SUMMARY (Cont'd)

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69,  
G98004P72, G98004P78, G98004P80, and G98004P81

The following projects and partners are included for reference only. They are within the Executive Director's authority and are not requested for Commission approval:

<b>Project Name</b>	<b>Applicant</b>	<b>Award Amount</b>	<b>Project Number</b>
Abbot Row Green Infrastructure	Abbot Row Corporation	\$54,970	G98004P65
Astor Court Condominium Green Infrastructure Improvements	Astor Court at East Pointe Condominium Association	\$45,365	G98004P66
West Morgan Avenue and South Honey Creek Drive Bioswales	City of Milwaukee	\$120,200	G98004P67
Marquette University College of Business Administration	Marquette University	\$75,000	G98004P68
Greenvale Storm Water Drainage Improvement	Village of Fox Point	\$69,383	G98004P70
2021 Road and Utility Project	Village of Fox Point	\$17,429	G98004P71
Green and Healthy Schools - Franklin	Milwaukee Board of School Directors on behalf of Benjamin Franklin School	\$104,776	G98004P73
Green and Healthy Schools - Hawthorne	Milwaukee Board of School Directors on behalf of Nathaniel Hawthorne School	\$113,755	G98004P74
Green and Healthy Schools - Neeskara	Milwaukee Board of School Directors on behalf of Neeskara School	\$117,065	G98004P75
Green and Healthy Schools - Zablocki	Milwaukee Board of School Directors on behalf of Clement J. Zablocki School	\$112,126	G98004P76
McKinley Marina Parking Lots Reconstruction and Site Improvements - Phase 2	Milwaukee County Department of Parks, Recreation and Culture	\$147,291	G98004P77
Green and Healthy Schools - Hayes	Milwaukee Board of School Directors on behalf of Hayes Bilingual School	\$102,944	G98004P79

### SUMMARY (Cont'd)

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69,  
G98004P72, G98004P78, G98004P80, and G98004P81

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<b>Project Name</b>	<b>Applicant</b>	<b>Award \$</b>	<b>Project Number</b>
2022 Hubbard Park Parking Lot Reconstruction	Village of Shorewood	\$51,605	G98004P82
NOTE: Commission approval not requested for these projects	<b>Total</b>	\$1,131,908	

## **BACKGROUND**

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

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This program provides funding support for a series of GI projects to demonstrate the importance of GI as a sustainable practice in managing the volume, rate, and quality of stormwater runoff. These projects may also catalyze more widespread GI strategies that can benefit the operation of municipal storm and sanitary sewers and the MMSD system. They may also provide potential added benefits to the award partners, including energy savings, reduction of the urban heat island effect, improved aesthetics, improved air quality, and improved water quality.

Partners were selected based on:

- The visibility of the projects and their benefits to the public (public accessibility).
- Partner match, commitment to outreach, and job training.
- Demonstration of a long-term commitment to the projects (maintenance).

The partners chosen through the request for application and evaluation process will share funding responsibility (cost share) with the District. The partner share includes costs associated with the design and construction, monetary contributions, and long-term commitments to maintain the projects. Through this program, the District can leverage significant money for GI.

The District's 2020 Facilities Plan recommended stormwater management demonstration projects to determine best practices that the District could recommend. The GIPP allows for a wide array of GI practices to be used to manage stormwater. Projects are evaluated from a qualitative standpoint post-construction, and that information is reported in District publications.

Projects qualifying for funding from the capital budget must have a total project value of \$25,000 or more, and the District maintains a permanent conservation easement or maintenance covenant on the project for 11 to 20 years.

## **RESOLUTION**

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69,  
G98004P72, G98004P78, G98004P80, and G98004P81

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to approve five projects, G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81, under the 2021 Green Infrastructure Partnership Program, and that the Executive Director is directed to execute contracts and agreements for the projects in a total amount not to exceed \$1,863,260.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Approval of 2021 Green Infrastructure Partnership Program Projects G98004P69, G98004P72, G98004P78, G98004P80, and G98004P81

#### Capital Project Number(s)

G98004

#### Impact of Requested Action on Total Project Cost:

☐

Increase

☐

Decrease

☐

New Project

☒

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\$17,455,653

\$0

\$17,455,653

n/a

\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/12/2021

**COMMISSION FILE NO:** 21-084-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities (WRF's) and District Headquarters (HQ), with Ramboll Americas Engineering Solutions, Inc., (Ramboll) in an amount not to exceed \$416,305. Ramboll submitted the only proposal. The review committee determined that Ramboll is qualified to perform the tasks for this contract.

Lake and river water surface elevations have been at historical lows and highs in the past decade. Extreme highs and lows are predicted for the future due to climate change. The Federal Emergency Management Agency (FEMA) predicts even higher lake levels at the WRF's due to wave runup. The District must protect its assets from the adverse effects of these water surface elevation fluctuations, ensuring that District assets at the WRF's and at District HQ continue to work as intended. A separate contract (M03108P02) has already been awarded and is addressing water level risks in the conveyance system.

This project consists of a planning level study to identify District WRF and HQ assets that could potentially be affected by high or low water surface elevations (lake and river). The District WRF Asset Management Team and Freshwater Resources Monitoring Group have identified risks that the consultant will evaluate as well as other risks that are identified throughout the process.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

OP\_Contract\_M03108P01\_Impact\_Water\_Levels\_District\_Assets\_WRF\_District\_Headquarters\_legislative\_file.docx  
05-26-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

### **Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters**

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The consultant shall evaluate Jones Island WRF, South Shore WRF, and the HQ properties for other assets and asset systems that may be affected by high and/or low lake levels. The consultant shall propose alternatives to reduce risks and provide planning-level cost estimates associated with identified feasible alternatives. The consultant will deliver recommendations that may lead to future capital projects. The consultant's evaluations will be summarized in two technical memoranda that will be incorporated with the recommendations into the final deliverable of a capital improvement plan.

The overall contract includes the following major tasks: project management and planning services.

The contract duration is 12 months.

## **RESOLUTION**

Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters, is awarded to Ramboll Americas Engineering Solutions, Inc., in an amount not to exceed \$416,305, and that the Executive Director is directed to execute a contract on behalf of the District.





## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters

#### Capital Project Number(s)

M03108

#### Impact of Requested Action on Total Project Cost:

☐

Increase

☐

Decrease

☐

New Project

☒

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\$1,123,500

\$0

\$1,123,500

n/a

\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/12/2021

**Award of Contract M03108P01, Impact of Water Levels on District Assets, Water Reclamation Facilities and District Headquarters**



**Procurement & S/W/MBE Summary Information**

**Contract #** M03108P01 **Cost Center:** PRS

**Impact on Water Levels on District Assets, Water Reclamation Facilities and District Headquarters**

**PROPOSAL SUMMARY**

Proposal Receipt Date: 4/7/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Proposals	1	0	1
# of Acceptable Proposals	1	0	1

<b>Proposals (listed by rank)</b>	<b>Negotiated Price</b>	<b>Acceptable?</b>	<b>% Sub</b>	<b>% SWMBE</b>
	<i>Submitted Price</i>			
Ramboll Milwaukee, WI 53204	<b>\$421,009.00</b>	Acceptable	44.1%	20.2%
	<i>\$416,305.00</i>			

*Compensation packages for proposals rated "Conditionally Acceptable" and "Unacceptable" are not opened.*

**SUBCONSULTANT INFORMATION**

<b>Type</b>	<b>Subconsultant Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
SBE	Applied Science, Inc. Detroit, MI 48207	Hydrology review & risk assessment	14.5%	\$60,958.00
WBE	Penne Wilson Consulting Sturgeon Bay, WI 54235	Technical editing	1.9%	\$7,840.00
WBE	Superior Engineering Muskego, WI 53150	Technical advising	3.9%	\$16,268.00
Non-SWMBE	Symbiont Milwaukee, WI 53214	Risk evaluation & planning services	23.9%	\$100,425.00

**ECONOMIC DEVELOPMENT ELEMENTS**

Local Office Preference? Y Mentor Protégé? N

## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter and sent an e-mail notification to all registered firms in the Architecture & Engineering and Professional Services categories. The proposal opportunity is also publicly accessible from the MMSD website and Bonfire, the portal used to post RFPs. Bonfire also performs outreach to its users when an RFP is posted.

### S/W/MBE Document Takers:

Applied Science, Inc.; FreshWater Engineering; Globetrotters Engineering Corporation; Himalayan Consultants, LLC; K. Singh & Associates, Inc.; Kapur & Associates, Inc.; M & M Environmental and Educational Services LLC; Oneida Total Integrated Enterprises (OTIE); Stony Point Hydrology LLC; TERRA Engineering, Ltd.; The Sigma Group

### If no or low S/W/MBE participation, explain why:

n/a

### Additional Comments:

n/a

## AWARDEE INFORMATION

Company:	Ramboll Americas Engineering Solutions, Inc.
Contact Person:	Robert Bowers, PE
Phone Number:	(215) 499-0510
E-mail Address:	robert.bowers@ramboll.com

## EEO DATA

333 W. Washington Street Syracuse, NY 13202			Total # of Employees			673
Location: (Headquarters)						
	<b>Total</b>	<b>%</b>		<b>Total</b>	<b>%</b>	
<b>Minorities</b>	54	8.0%	<b>Females</b>	229	34.0%	
Asian	22	3.3%	Asian	9	1.3%	
Black or African American	13	1.9%	Black or African American	7	1.0%	
Hispanic or Latino	18	2.7%	Hispanic or Latino	4	0.6%	
Native American	1	0.1%	Native American	1	0.1%	
Other Minority	0	0.0%	Other Minority	0	0.0%	
Labor Market Availability - Minorities			Labor Market Availability - Females			
38.1%			48.1%			

## PRIME PERFORMANCE HISTORY - S/W/MBE COMPLIANCE

No S/W/MBE compliance history to report.

**COMMISSION FILE NO:** 21-085-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract J06085P01, Jones Island Water Reclamation Facility (JIWRF) Administrative and Maintenance Facilities Space Planning Analysis, with Greeley and Hansen, LLC, in an amount not to exceed \$387,068. Greeley and Hansen, LLC, was the highest scoring proposer using a qualification-based selection method with one proposal received.

The purpose of the project is to create a capital improvement plan for the aging infrastructure at JIWRF so that any potential rehabilitation and replacement of these facilities can be done in an efficient manner. Many of the administrative and maintenance facilities at JIWRF are in need of rehabilitation or are inefficiently used. To adequately utilize all the available limited space at JIWRF, a capital improvement plan must be developed so that critical infrastructure can be preserved while upgrading these facilities.

Veolia Water Milwaukee, LLC, has submitted various requests over the years to repair buildings that are in need of structural repair. The intent of this project is to address those concerns and modernize the facility.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

OP\_Contract\_J06085P01\_JIWRF\_Space\_Planning\_Analysis\_legislative\_file.docx  
05-17-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

### **Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis**

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The general scope of work for this contract includes the review of the existing building condition and to develop a capital improvement plan for the following buildings at JIWRP:

- 234 – Return Activated Sludge Pump Station
- 261 – Inline Solids Handling Facility Planning
- 278 – Field Operation Building
- 279 – Operation Building
- 280 – Maintenance Facility

Additionally, the selected consultant will provide project management and planning services. Renderings and other graphics will be provided as needed. A sustainability analysis will also be evaluated through this project.

Once the capital improvement plan is delivered, the District will prioritize the rehabilitation and replacement of the buildings in which the greatest need has been established. The rehabilitation or replacement of the buildings is expected to be done in a phased approach.

The project is expected to take 24 months.

## **RESOLUTION**

Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis, is awarded to Greeley and Hansen, LLC, in an amount not to exceed \$387,068, and that the Executive Director is directed to execute a contract on behalf of the District.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis

#### Capital Project Number(s)

J06085

#### Impact of Requested Action on Total Project Cost:

☐ Increase ☐ Decrease ☐ New Project ☒ No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost  
Previously Approved Changes  
Approved Total Project Cost  
Requested Total Project Cost  
Requested (Increase)/Decrease

#### Project Costs

\$750,000  
\$0  
\$750,000  
n/a  
\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes  
\_\_\_\_\_ Transfer from another project (specify in comments)  
\_\_\_\_\_ Delay Project(s) (specify in comments)  
\_\_\_\_\_ Delete Project(s) (specify in comments)  
\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

Budget Review by:

Christine Durkin

Date:

5/12/2021

**Award of Contract J06085P01, Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis**



**Procurement & S/W/MBE Summary Information**

**Contract #** J06085P01 **Cost Center:** PRS

**Jones Island Water Reclamation Facility Administrative and Maintenance Facilities Space Planning Analysis**

**PROPOSAL SUMMARY**

Proposal Receipt Date: 4/16/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Proposals	1	0	0
# of Acceptable Proposals	1	0	0

<b>Proposals (listed by rank)</b>	<b>Negotiated Price</b>	<b>Acceptable?</b>	<b>% Sub</b>	<b>% SWMBE</b>
	<b>Submitted Price</b>			
Greeley and Hansen LLC Waukesha, WI 53186	<b>\$387,068.00</b>	Acceptable	28.0%	28.0%
	\$387,068.00			

Compensation packages for proposals rated "Conditionally Acceptable" and "Unacceptable" are not opened.

**SUBCONSULTANT INFORMATION**

<b>Type</b>	<b>Subconsultant Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
MBE	Kapur Inc. Milwaukee, WI 53217	Structural Engineering Services	17.0%	\$65,801.56
MBE	Thunderbird Engineering, Inc. Milwaukee, WI 53217	Mechanical, Electrical, Plumbing, and Fire Protection	6.0%	\$23,224.08
WBE	Zoe Engineering LLC Milwaukee, WI 53222	Electrical Power, Instrumentation and Controls and Plant Automation Engineering Services	5.0%	\$19,353.40

**ECONOMIC DEVELOPMENT ELEMENTS**

Local Office Preference? Y Mentor Protégé? NA



## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter, sent an e-mail notification to all registered firms in the Professional Services, General Services and Engineering Services categories, sent targeted e-mails to S/W/MBE electrical and fencing companies. The bid opportunity is also publicly accessible from the MMSD website and Quest CDN. Quest CDN also performs outreach to its users when a bid is posted. □

### S/W/MBE Document Takers:

Applied Technologies, Inc.  
Bloom Companies, LLC  
Fusion Integrated Solutions, LLC  
Globetrotters Engineering Corporation  
IBC Engineering Services, Inc.  
Kapur & Associates, Inc.  
M & M Environmental and Educational Services LLC  
Thunderbird Engineering Inc

### If no or low S/W/MBE participation, explain why:

NA

### Additional Comments:

NA

## AWARDEE INFORMATION

Company:	Greeley and Hansen LLC
Contact Person:	Catharine M. Richardson
Phone Number:	(312) 578-2452
E-mail Address:	crichardson@greeley-hansen.com

## EEO DATA

100 South Wacker Drive. Suite  
Location: 1400 Chicao, IL 600606

Total # of Employees 253

	<u>Total</u>	<u>%</u>
<b>Minorities</b>	107	42.3%
Asian	37	14.6%
Black or African American	30	11.9%
Hispanic or Latino	34	13.4%
Native American	1	0.4%
Other Minority	5	2.0%

Labor Market Availability - Minorities 22.0%

	<u>Total</u>	<u>%</u>
<b>Females</b>	75	29.6%
Asian	14	5.5%
Black or African American	17	6.7%
Hispanic or Latino	12	4.7%
Native American	1	0.4%
Other Minority	3	1.2%

Labor Market Availability - Females 49.0%

## PRIME PERFORMANCE HISTORY - S/W/MBE COMPLIANCE

Contract Title	Start Date	Percent Complete	Contract Value	Payments to Prime	Proposed SWMBE \$	Proposed SWMBE %	SWMBE Actuals \$	Actuals %
J04073E01 - Engineering Services - JIWRF D&D Dust Collection System Modeling	3/19/2020	72%	\$340,492.00	\$244,295.11	\$ 122,237	35.90%	\$57,932.25	24%

**COMMISSION FILE NO:** 21-086-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project, and Approve Changes in Total Project Cost

**SUMMARY:**

The Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract C01006E02, Metropolitan Interceptor Sewer (MIS) Condition Assessment Project, to Mid City Corporation in an amount not to exceed \$1,047,200. Mid City Corporation was the lowest responsible, responsive bidder between two bids received.

Further, the Commission is requested to increase the total project cost (TPC) for Project C01006, MIS Condition Assessment Project, by \$130,000 for an amended TPC of \$1,530,858 and to make a corresponding change to the TPC for Project M99001, Allowance for Cost and Schedule Changes.

The purpose of this project is to provide the District with a thorough condition assessment of a critical asset. The critical asset to be assessed is a sewer that begins at a manhole located near South 60th Street and West Grant Street within the City of West Allis. The sewer increases in diameter from 144 inches to 150 inches as it travels through the service area for approximately 15 miles. The sewer terminates at the South Shore Water Reclamation Facility. Due to camera quality and other limitations in traditional sewer analysis technology, such as high flows and pipe size, the District is unable to obtain detailed information about this sewer. The sewer lacks redundancy and does not have the ability to divert flow to the Jones Island Water Reclamation Facility in the event of a failure; therefore, a more detailed analysis is required.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☒ **OTHER** ☐ \_\_\_\_\_

OP\_C01006E02\_MIS\_Condition\_Assessment\_legislative\_file.docx  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project, and Approve Changes in Total Project Cost

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The general scope of work for this contract includes the multi-sensor condition assessment contractor to provide the condition of the MIS. The multi-sensor condition assessment will include high definition camera analysis, light detection and ranging, sonar, and hydrogen sulfide sensors. The contractor will provide two dimensional imaging of the sewer so that the District can properly analyze the condition to ensure the life cycle of this critical asset.

Additionally, the scope includes gathering the pipe thickness through core samples, concrete core compression testing, manhole imaging of the 64 structures along the sewer, and traffic control measures. The District will use the data gathered to develop preliminary engineering documents for the replacement or rehabilitation of the asset.

The contract duration is expected to be 186 days.

The low bid received by the District is more than budgeted, and staff requests an increase to the TPC accordingly.

## **RESOLUTION**

Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project, and Approve Changes in Total Project Cost

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project, is awarded to Mid City Corporation, in an amount not to exceed \$1,047,200, and that the Executive Director is directed to execute a contract on behalf of the District.

**FURTHER RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the total project cost for Project C01006, Metropolitan Interceptor Sewer Condition Assessment Project, is increased by \$130,000 for an amended total project cost of \$1,530,858, and that a corresponding change is made to the total project cost for Project M99001, Allowance for Cost and Schedule Changes.



## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project and Approve Changes in Total Project Cost

#### Capital Project Number(s)

C01006

#### Impact of Requested Action on Total Project Cost:

☒

Increase

☐

Decrease

☐

New Project

☐

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\$1,400,858

\$0

\$1,400,858

\$1,530,858

(\$130,000)

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

The increase in total project cost is due to the bids received being higher than budgeted.

Budget Review by:

Christine Durkin

Date:

5/13/2021

**Award of Contract C01006E02, Metropolitan Interceptor Sewer Condition Assessment Project and Approve Changes in Total Project Costs**



**Procurement & S/W/MBE Summary Information**

**Contract #** C01006E02 **Cost Center:** PRS

**Metropolitan Interceptor Sewer Condition Assessment Project**

**BID SUMMARY**

Bid Opening Date: 4/30/2021

	<b>Total</b>	<b>SWMBE</b>	<b>Local</b>
# of Bids	2	2	1
# of Responsive Bids	2	2	1

<b>Bidders</b>	<b>Price</b>	<b>Responsive?</b>	<b>Responsible?</b>	<b>% Sub</b>	<b>% SWMBE</b>
Mid City Corporation Butler, WI 53007 (SBE)	\$1,047,200.00	Responsive	Responsible	47.7%	52.3%
National Power Rodding Corp. (WBE) Chicago, IL 60612	\$1,274,800.00	Responsive	Responsible	Not provided	20.0%

**SUBCONTRACTOR INFORMATION**

<b>Type</b>	<b>Subcontractor Name</b>	<b>Type of Work</b>	<b>%</b>	<b>Amount</b>
Non-SWMBE	SewerVue Technology Burnaby, BC V5A 1V5	Pipe condition assessment	47.7%	\$500,000.00

**ECONOMIC DEVELOPMENT ELEMENTS**

Workforce Requirements

Sanitary Sewer Service Area (SSSA)

Employment: 25%

Target Area (TA) Employment: 10%

# Apprentices Required: 0

## OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter and sent an e-mail notification to all registered firms in the Construction category. The bid opportunity is also publicly accessible from the MMSD website and Quest CDN. Quest CDN also performs outreach to its users when a bid is posted.

S/W/MBE Planholders:

Mid City Corporation

If no or low S/W/MBE participation, explain why:

n/a

Additional Comments:

n/a

## AWARDEE INFORMATION

Company:	Mid City Corporation
Contact Person:	Thomas Zoulek
Phone Number:	(262) 781-5940
E-mail Address:	tzoulek@midcitycorp.us

## EEO DATA

12930 W. Custer Ave.			Total # of Employees			55
Location: Butler, WI 53007						
	<b>Total</b>	<b>%</b>		<b>Total</b>	<b>%</b>	
<b>Minorities</b>	5	9.1%	<b>Females</b>	4	7.3%	
African American	2	3.6%	African American	1	1.8%	
Asian	0	0.0%	Asian	0	0.0%	
Hispanic	2	3.6%	Hispanic	1	1.8%	
Native American	1	1.8%	Native American	0	0.0%	
<i>Labor Market Availability - Minorities</i>			<i>Labor Market Availability - Females</i>			
20.0%			48.0%			



**COMMISSION FILE NO:** 21-087-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Operations Committee

**RELATING TO:** Approval of Funding Agreement M10005MI02 Under Project M10005, 2021 City of Milwaukee Private Property Infiltration and Inflow Reduction Project

**SUMMARY:**

The Commission is requested to authorize and to direct the Executive Director to execute on behalf of the District Funding Agreement M10005MI02 in the amount of \$566,000 for work outlined in Work Plan M10005MI02, as submitted by the City of Milwaukee under project M10005, Private Property Infiltration and Inflow (PPII) Reduction Project. Including Work Plan M10005MI02, the City has obligated seven percent of the funding available to the City through 2021 in the PPII Project.

In response to wet weather-related basement backups on the south side of Milwaukee in 2020, the City will be replacing sanitary sewers and installing storm sewer infrastructure in the 3600 blocks of South 85<sup>th</sup>, 86<sup>th</sup>, and 87<sup>th</sup> Streets. As part of the public infrastructure improvements, the City proposes to use District PPII funding to replace the sanitary laterals in the project area.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☐ **OTHER** ☐ \_\_\_\_\_

*OP\_Milwaukee\_M10005MI02\_II\_Reduction\_Project\_legislative\_file.docx*  
05-26-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

### **Approval of Funding Agreement M10005MI02 Under Project M10005, 2021 City of Milwaukee Private Property Infiltration and Inflow Reduction Project**

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In August 2020, the south side of Milwaukee received 4.5 inches of rain in three hours, causing a sanitary sewer overflow and generating numerous basement backup reports. Through a neighborhood meeting on August 8, 2020, with City and District representatives, it was apparent that basement backups are recurring and underreported in the project area. The City initiated a comprehensive evaluation of sanitary sewers and stormwater drainage in the area through fall 2020 and determined that the condition of the sanitary sewers warranted full replacement. The project area is also low lying and relies primarily on street surface stormwater drainage providing limited relief for high intensity precipitation events. The City is currently completing a closed circuit televising inspection of all sanitary laterals in the project area.

Based on the evaluation of the public and private infrastructure, the City proposes to design and construct a comprehensive rehabilitation of the sewer infrastructure in the 3600 blocks of South 85<sup>th</sup>, 86<sup>th</sup>, and 87<sup>th</sup> Streets. The project will include full replacement of the sanitary sewers, installation of new storm sewers, installation of new storm inlets, and replacement of up to 58 sanitary laterals to the right-of-way line. The City may also install stormwater laterals to facilitate future foundation drain disconnection.

The construction contract will be publicly bid and awarded in July 2021. Construction will start in August 2021 with completion anticipated by the end of October 2021.

The total project cost is estimated to be \$1,830,000. The City will fund \$1,264,000 for the public sanitary sewer, storm sewer, public construction inspection, design, and public outreach project components. The requested \$566,000 from the District will fund the sanitary lateral replacement and inspection for the private property work.

Including Work Plan M10005MI02, the City has obligated seven percent (\$566,000/\$8,151,813) of the funding available to the City through 2021 in the PPII Program. The requested funding is budgeted through project M10005 and does not represent an increase in the total project cost.

## **RESOLUTION**

Approval of Funding Agreement M10005MI02 Under Project M10005, 2021 City of Milwaukee Private Property Infiltration and Inflow Reduction Project

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized and directed to execute on behalf of the District Funding Agreement M10005MI02 in the amount of \$566,000 for work outlined in Work Plan M10005MI02 as submitted by the City of Milwaukee under project M10005, Private Property Infiltration and Inflow Project.



## Capital Budget Fiscal Note Total Project Cost

### RELATING TO:

Approval of Funding Agreement M10005MI02 Under Project M10005, 2021 City of Milwaukee Private Property Infiltration and Inflow Reduction Project

#### Capital Project Number(s)

M10005

#### Impact of Requested Action on Total Project Cost:

☐ Increase ☐ Decrease ☐ New Project ☒ No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\*

\$0

\*

n/a

\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

\*The PP I/I program does not have a total project cost because it is a capital program. The long-range financing plan includes \$30.0 million. The program's reserve and the long-range financing plan have sufficient funding for the current request of \$566,000.

Budget Review by:

Christine Durkin

Date:

5/12/2021

**COMMISSION FILE NO:** 21-088-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request

**SUMMARY:**

The Commission is requested to authorize the Executive Director to execute purchase orders for up to 15 District preapproved contractors completing work through Project M10007, Infiltration and Inflow (I/I) Removal on Private Property via Residential Request, for a total value not to exceed \$6.3 million through 2026, contingent on District annual budget approvals.

Through the 2020 revisions of the Private Property Infiltration and Inflow (PPII) Policy, the residential component of the PPII Program, Pipe Check, was created to provide funding for individual residential private property owners in the service area's 28 municipalities to reduce I/I. The work is completed by contractors preapproved by the District through a qualifications-based evaluation process. Qualifying property owners contract directly with a preapproved contractor of their choice. Pipe Check funding offsets the total cost of the work through financial incentives paid to the contractor on behalf of the homeowner. This work helps the District meet its Wisconsin Pollutant Discharge Elimination System permit goal of eliminating 56 million gallons of clear water from the sanitary system over the five-year term of the permit. The program also increases public awareness and education about PPII, while facilitating solutions that allow more small and locally owned businesses to compete for District work.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☒ **S/W/MBE** ☐ **OTHER** ☐ \_\_\_\_\_

*PFP\_M10007\_Pipe\_Check\_legislative\_file.docx*  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request

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In February 2011, the Commission authorized the PPII program for 10 years through Resolution 11-037-2. In April 2020, the Commission adopted policy revisions through Resolution 20-058-4 that incorporate lessons learned from the program's first 10 years. The first 10 years of the program focused on prioritized solutions in specific neighborhoods experiencing wet weather performance issues. While the work has been successful in reducing sanitary system flows, feedback from residents identified opportunities to work directly with the private property owners that will lead to more engagement, awareness, and quality control.

The Pipe Check Program approach offers effective and efficient solutions to PPII and is founded on the principles of similar successful programs in West Allis, Wisconsin, and Duluth, Minnesota. The Pipe Check Program provides fixed unit cost financial incentives that offset homeowner out-of-pocket costs for qualifying work that comprehensively rehabilitates their aged and damaged infrastructure, rather than only applying patch repairs.

Some of the benefits of the Pipe Check Program include:

- Reduced basement backups – Pipe Check increases opportunities for program participation by allowing more homeowners to participate with a wider variety of I/I solutions offered.
- Increased small, women, and minority-owned business enterprise involvement – Pipe Check is tailored for work most effectively completed by small residential plumbing contractors with diverse ownership.
- Competitive pricing – Homeowners will have a list of approved contractors from which to choose. Contractors must provide competitive pricing to successfully contract with homeowners.
- Quality control – Municipal plumbing inspectors will inspect the work through the standard permitting process.
- Reduced liability and risk – Homeowners initiate the work, choose the contractor, and approve the scope of work that will be completed in their homes.
- Increased public awareness – Homeowners are more engaged in the work, since they initiate the work, make the decisions, and have a financial commitment.

## **BACKGROUND (Cont'd)**

Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request

---

The six-year District Long-range Financing Plan (LRFP) for Project M10007 (the Pipe Check Program) is \$6.3 million. The proposed cashflow for the project is shown in the table below and will be updated annually. Of the \$6.3 million, \$1.3 million is approved and budgeted for 2021. The remaining \$5 million is planned to be funded in the LRFP that the Commission acts on through the annual approval of the budget. The LRFP functions as a plan only and does not set or commit any expenditures or tax levies in the years beyond the current approved budget. The Commission does not act on any expenditure scheduled beyond the LRFP. As budgets for future years are prepared, staff will present to the Commission the recommended annual funding levels for Pipe Check, depending on budget constraints.

<b>Program Year</b>	<b>Planned Budget</b>
2021	\$1,300,000
2022	\$1,000,000
2023	\$1,000,000
2024	\$1,000,000
2025	\$1,000,000
2026	\$1,000,000
Total	\$6,300,000

## RESOLUTION

Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute purchase orders for up to 15 District preapproved contractors completing work through Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request, for a total value not to exceed \$6.3 million through 2026, contingent on District annual budget approvals.





## Capital Budget Fiscal Note

### Total Project Cost

#### RELATING TO:

Authorizing the Executive Director to Execute up to 15 Purchase Orders for Private Property Infiltration and Inflow Reduction Residential Program Approved Contractors through 2026 for Project M10007, Infiltration and Inflow Removal on Private Property via Residential Request

#### Capital Project Number(s)

M10007

#### Impact of Requested Action on Total Project Cost:

☐

Increase

☐

Decrease

☐

New Project

☒

No Change

#### Total Project Cost Analysis

Adopted 2021 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

#### Project Costs

\*

\$0

\*

n/a

\$0

#### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

\_\_\_\_\_ Transfer from Allowance for Cost and Schedule Changes

\_\_\_\_\_ Transfer from another project (specify in comments)

\_\_\_\_\_ Delay Project(s) (specify in comments)

\_\_\_\_\_ Delete Project(s) (specify in comments)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Transfer to Allowance for Cost and Schedule Changes

#### Comments

\*The PP I/I residential program does not have a total project cost because it is a capital program. The long-range financing plan includes \$6.3 million. The long-range financing plan have sufficient funding for the current request of \$6.3 million.

Budget Review by:

Christine Durkin

Date:

5/12/2021

**COMMISSION FILE NO:** 21-089-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** Authorizing the Executive Director to Provide One Additional Personal Day to Employees Required to Report to MMSD through the 2020 Pandemic for Regulatory and Permit Compliance and Continuation of Capital Improvement Program

**SUMMARY:**

The Commission is requested to authorize the Executive Director to provide one additional personal day, eight hours, to 59 employees who reported to their District office space during the Coronavirus 2019 (COVID-19) pandemic in 2020.

In March 2020, the District initiated its Business Continuity Plan to protect employees from the spread of COVID-19. This Plan immediately transitioned staff to work virtually from home when applicable.

Throughout 2020, the District maintained the capital improvement program, State required District asset marking (Diggers Hotline), and regulatory requirements for laboratory analysis. Those employees affiliated with this work were required to come to their District assigned office space and field assignments, and, as such, they could not work virtually from home.

The District would like to recognize and thank those employees who came into the office during stressful times brought on by the pandemic to maintain the capital improvement program and permit compliance. Their dedication helped the District continue to achieve and excel at meeting regulatory goals.

**ATTACHMENTS:** **BACKGROUND** ☐ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☐ **S/W/MBE** ☐ **OTHER** ☒ Listing of Eligible Employees

*PFP\_COVID\_Personal\_Day\_legislative\_file.docx*  
05-26-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **RESOLUTION**

Authorizing the Executive Director to Provide One Additional Personal Day to Employees Required to Report to MMSD through the 2020 Pandemic for Regulatory and Permit Compliance and Continuation of Capital Improvement Program

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to provide one additional personal day, eight hours, to 59 employees who reported to their District assigned office space during the Coronavirus 2019 pandemic in 2020 for regulatory and permit compliance and continuation of the capital improvement program.

### **Listing of Eligible Employees**

Albert, Zach	Weber, Erin
Albright, Jacob	Wiesinger, Nicole
Bayer, Ashley	Leszczynski, Joseph
Bechler, Pamela	Bates, Ryan
Berg, Michael	Bodanske, Clint
Bolivar, Bruce	Campbell, Maureen
Bonnin, John	Czerwinski, Richard
Crane, Heather	Dinh, Son
Dressel, Megan	Franchi, Brenna
Eckerstorfer, Michael	Goff, Arthur
Fischer, Lori	Gubbin, Dana
Germain, Mary	Jacobs, Jeffrey
Gibowski, Kathy	Kulinski, Matthew
Hrobar, Daniel	Lafave, Nicholas
Hrobar, Drew	McFaul, Andrew
Kaczkowski, Tim	Meneses, Aurelio
Kenney, Kori	Olson, Dylan
Korbines, Kyle	Savage, Robert
Lasocki, Erin	Sell, Daniel
Ledger, Aron	Sluka, Brian
Manka, Rossie	Solis, David
Marlin, Flannery	
Moe, David	
Nanes, Jessica	
O'Brien, Kevin	
Rhinehart, Roxanne	
Rogahn, Mike	
Russell, Mel	
Santiago, Ricardo	
Schlagenhaft, Joseph	
Shahid, Romi	
Sotomayor, Alfredo	
Spieker, Kurt	
Sullivan, Laura	
Szczap, Przemyslaw	
Talarczyk, Dan	
Treuer, Anthony	
Vincent, Richard	

**COMMISSION FILE NO:** 21-090-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** Authorizing the Executive Director to Enter into a Memorandum of Understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for Acquisition of Six Educational Signs

**SUMMARY:**

The Commission is requested to authorize the Executive Director to enter into a memorandum of understanding (MOU) with the City of Milwaukee and Spirit of Milwaukee, Inc., for the acquisition of six educational signs.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☐ **RESOLUTION** ☒  
**FISCAL NOTE** ☐ **S/W/MBE** ☐ **OTHER** ☐

*PFP\_Signs\_MOU\_legislative\_file.docx*  
05-21-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

Authorizing the Executive Director to Enter into a Memorandum of Understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for Acquisition of Six Educational Signs

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On land owned by the City of Milwaukee, Spirit of Milwaukee installed signs in six locations to promote community solidarity and local businesses.

The signs are located at:

1. West McKinley Avenue, west of North 6<sup>th</sup> Street and east of Interstate 94;
2. West side of North 6<sup>th</sup> Street at the intersection with West Kilbourn Avenue;
3. Intersection of West Grange and South Howell Avenue, north of the Mitchell Airport spur;
4. North 101<sup>st</sup> Street, at the intersection with West Capitol Drive;
5. South 25<sup>th</sup> Street at the West Canal Street roundabout; and
6. West Oklahoma Avenue at the intersection with South 74<sup>th</sup> Street.

Spirit of Milwaukee recruited sign sponsors to provide financial support in exchange for being mentioned on the sign. The City of Milwaukee and Spirit of Milwaukee shared this financial support. Now, Spirit of Milwaukee has concluded that continued operation of the signs is no longer in its best interests.

The signs will be useful to the District for promoting awareness of environmental issues, such as water quality protection, green infrastructure, and water conservation. The City of Milwaukee supports continued use of the signs and the educational goals of the District.

Under the MOU, Spirit of Milwaukee, the District, and the City of Milwaukee have the following responsibilities.

Spirit of Milwaukee will:

- A. Pay the City of Milwaukee \$30,311, which is the City of Milwaukee's remaining share of the sponsorship revenue;
- B. Pay the District \$30,844, which is Spirit of Milwaukee's remaining share of the sponsorship revenue;
- C. Transfer all rights and obligations for operation and maintenance of the signs to the District; and

## **BACKGROUND (Cont'd)**

Authorizing the Executive Director to Enter into a Memorandum of Understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for Acquisition of Six Educational Signs

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- D. Have no further involvement or obligations regarding the signs and cease being a party to this MOU after making the payments identified in A. and B above.

The District will:

- A. Maintain, operate, and insure the signs;
- B. Use the signs to provide education regarding local environmental issues;
- C. Accept the signs as they are, where they are, with no warranties regarding their suitability for continued use for their intended purpose; and
- D. Collaborate with the City of Milwaukee, as requested, regarding sign maintenance and operation and the messages to be displayed.

The City of Milwaukee will:

- A. Allow the District to access the signs for operation and maintenance;
- B. Pay energy bills for lighting the signs; and
- C. Collaborate with the District, upon request, regarding sign maintenance and operation and the messages to be displayed.

## RESOLUTION

Authorizing the Executive Director to Enter into a Memorandum of Understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for Acquisition of Six Educational Signs

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to enter into a memorandum of understanding with the City of Milwaukee and Spirit of Milwaukee, Inc., for acquisition of six educational signs.



**COMMISSION FILE NO:** 21-091-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** Authorizing the Executive Director to Enter into a Memorandum of Understanding with Miller Compressing Company for the Burnham Canal Wetland Project

**SUMMARY:**

The Commission is requested to authorize the Executive Director to enter into a memorandum of understanding (MOU) with Miller Compressing Company (Miller) to indicate how the District and Miller will collaborate to support the construction of a wetland in the Burnham Canal (Canal).

**ATTACHMENTS:** BACKGROUND ☒ KEY ISSUES ☐ RESOLUTION ☒  
FISCAL NOTE ☐ S/W/MBE ☐ OTHER ☐ \_\_\_\_\_

*PFP\_Burnham\_Canal\_MOU\_legislative\_file.docx*  
05-13-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **BACKGROUND**

### **Authorizing the Executive Director to Enter into a Memorandum of Understanding with Miller Compressing Company for the Burnham Canal Wetland Project**

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The Canal is in the City of Milwaukee, on the south side of the Menomonee Valley, 0.4 miles south of the Menomonee River. The Canal branches to the southwest from the Menomonee Canal and then goes west. The Canal is north of West Bruce Street on the Canal's west end and is north of West Virginia Street on the Canal's east end. I-94/I-43 and a railroad bridge cross the Canal at its northeastern end. South 11<sup>th</sup> Street crosses the Canal near its midpoint. The Canal was constructed in the 1870's and was maintained for commercial use until the 1980's.

The Canal is approximately 3,000 feet long, from 95 to 125 feet wide, and up to 17 feet deep. Navigation is limited by the low clearance under the railroad bridge and the South 11<sup>th</sup> Street Bridge. Five combined sewer overflow outfalls discharge to the Canal.

Currently, the Canal is contaminated and stagnant. The Canal provides limited fish and wildlife habitat and minimal recreational value. The Canal is part of the Milwaukee Estuary. Degraded fish and wildlife habitat and contaminated sediment have caused the United States Environmental Protection Agency (USEPA) to designate the entire Milwaukee Estuary as an Area of Concern (AOC).

Between South 11<sup>th</sup> Street and the western terminus of the Canal, Miller is the predominant landowner, with land on the north, west, and south banks. Along the remainder of the Canal, several other landowners are present. Miller intends to continue its current metals recycling operations.

The District and Miller have been discussing a wetland project for the Canal since 2010. The District and Miller executed an MOU in 2015. Funding, regulatory, and technical complexities prevented progress. The 2015 MOU has expired; however, both the District and Miller have continued to work to resolve the many challenges of this project.

Currently, a negotiated agreement with the Wisconsin Department of Natural Resources (WDNR) obligates Miller to place an aggregate cap over contaminated sediment in the Canal west of 11<sup>th</sup> Street, remove and replace contaminated soil at the west end of the Canal, take other remedial action, provide financial assurance against remedy failure, and provide long-term care. To provide additional protection to the aggregate cap and facilitate the District's construction of a wetland west of South 11<sup>th</sup> Street, Miller is adding a "voluntary betterment" of up to five feet of aggregate fill material above the required aggregate cap. For this work, Miller commenced construction in 2020 and will complete construction in 2021.

## **BACKGROUND (Cont'd)**

### **Authorizing the Executive Director to Enter into a Memorandum of Understanding with Miller Compressing Company for the Burnham Canal Wetland Project**

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Long-term care is likely to include visual inspections, surveys of the bottom of the Canal, and any needed repairs. In the absence of a wetland, long-term care may extend for up to 30 years. WDNR will specify long-term care after the aggregate cap and voluntary betterment are complete and a period for an initial performance evaluation.

To transform the Canal into an attractive and productive wetland, the District has developed a design for a wetland in the Canal. This wetland would extend from the west end of the Canal to the west side of the I-94/43 overpass on the east. Wetland construction would occur in two phases. The first phase is construction of a wetland base. West of South 11<sup>th</sup> Street, Miller's voluntary betterment would be the wetland base. East of South 11<sup>th</sup> Street, the District would construct and pay for the wetland base. After allowing the wetland base to stabilize, which may require up to five years, the District would construct the wetland over the entire Canal.

From WDNR, the District has obtained funding to construct the wetland base east of South 11<sup>th</sup> Street. The strong interest from WDNR and USEPA in supporting remedial action in the Milwaukee Estuary AOC increases the probability that funding will be available for wetland construction.

The proposed MOU establishes a framework for collaboration between Miller and the District. Further detailed negotiations will be necessary after WDNR has defined long-term care requirements and the District has completed plans, specifications, and a schedule for wetland construction. Importantly, wetland construction is likely to eliminate long-term care requirements for the aggregate cap.

In general, Miller and the District have the following responsibilities under the MOU. Miller will:

- Complete construction of the aggregate cap, voluntary betterment, west end upland remedial action, and other work required by the negotiated agreement;
- Provide financial assurance for the remedial action;
- Pay the District an amount to cover long-term care for the aggregate cap and west end upland remedial action;
- Provide to the District access to Miller's land for long-term care, wetland construction, and wetland maintenance; and
- Provide to the District real estate rights in the Canal needed to construct the wetland for the areas owned by Miller.

## **BACKGROUND (Cont'd)**

Authorizing the Executive Director to Enter into a Memorandum of Understanding with Miller Compressing Company for the Burnham Canal Wetland Project

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The District will:

- Provide long-term care for the aggregate cap and west end upland remedial action;
- Manage design, permitting, and construction of the wetland base east of South 11<sup>th</sup> Street;
- Seek funding for wetland construction from WDNR, USEPA, and others; and
- After funding is obtained, manage design, permitting, construction, and maintenance of the wetland.

## **RESOLUTION**

Authorizing the Executive Director to Enter into a Memorandum of Understanding with  
Miller Compressing Company for the Burnham Canal Wetland Project

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to enter into a memorandum of understanding with Miller Compressing Company for the Burnham Canal Wetland Project.

**COMMISSION FILE NO:** 21-092-6 **DATE INTRODUCED:** June 14, 2021

**INTRODUCED BY:** Executive Director (Signature on File in the Office of the Commission)

**REFERRED BY COMMISSION CHAIRPERSON TO:** Policy, Finance, and Personnel Committee

**RELATING TO:** A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

**SUMMARY:**

As part of the State of Wisconsin Clean Water Fund Program (CWFP), the Commission is requested to approve the issuance of up to \$15,491,039 in general obligation promissory notes to finance four capital projects. These loans are included in the District's 2021 Capital Budget.

Approval of the attached award resolutions will enable the District to finance project expenditures over a 20-year period with four CWFP loans. The District will save an estimated \$289,449 in interest costs over the 20-year period of debt repayment by obtaining financing from the CWFP as compared to issuing its own debt (1.485% versus 1.650%). This rate of 1.485% is the lowest rate paid by the District for a CWFP loan.

The State of Wisconsin requires that all borrowing municipalities provide security for repayment of loans. One form of security is a general obligation pledge of ad valorem taxes. This pledge requires a resolution authorizing a sale of general obligation bonds or notes and provides for the collection of a non-repealable direct annual tax to pay the principal and interest on the bonds or notes (i.e., the CWFP loans). The State is the purchaser and owner of the bonds or notes.

A two-thirds affirmative vote of the Commission is required for approval.

**ATTACHMENTS:** **BACKGROUND** ☒ **KEY ISSUES** ☒ **RESOLUTION** ☒  
**FISCAL NOTE** ☐ **S/W/MBE** ☐ **OTHER** ☒ Sale Resolutions

*PFP\_Sale\_Issuance\_Promissory\_Notes\_CWFL\_legislative\_file.docx*  
05-26-21

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BACKGROUND

### A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

The Commission is requested to approve the issuance of up to \$15,491,039 in general obligation promissory notes as security for four CWFP loans for the following projects:

<u>Note Series</u>	<u>CWFP Number</u>	<u>District Project</u>	<u>Project Name</u>	<u>Maximum Loan Amount</u>	<u>Interest Rate</u>
2021B	3258-01	S06039	South Shore Roofs Phase 4	989,946	1.485%
2021C	3264-01	J04065	D&D First Stage Classification	6,645,074	1.485%
2021D	3275-01	S02013	System	2,888,498	1.485%
2021E	3278-01	J04035	Aeration Galleries RAS Header Piping	4,967,521	1.485%
			Replace Greens Grade Train		
			Total	<u>\$15,491,039</u>	

Estimated principal and interest payments for the loan are as follows.

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ -	\$ 68,374	\$ 68,374
2022 - 2026	2,744,018	839,421	3,583,439
2027 - 2041	12,747,021	1,573,586	14,320,607
Total	<u>\$ 15,491,039</u>	<u>\$ 2,481,380</u>	<u>\$ 17,972,419</u>

The District will save an estimated \$289,449 in interest costs over the 20-year period of debt repayment by obtaining financing from the CWFP as compared to issuing its own debt (1.485% versus 1.650%).

On the date of closing and including these four loans, the District's outstanding general obligation debt is anticipated to be \$781,868,311, which is 1.19% of equalized value. Commission Policy is to maintain debt levels below 2.5% of equalized value.

## KEY ISSUES

### A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

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Each financial assistance agreement (FAA) for a CWFP loan requires that the borrowing municipality establish one or more dedicated sources of revenue that the State of Wisconsin Department of Administration deems sufficient for repayment of a project loan or loans. A municipality's obligation to repay a project loan may be in the form of a general obligation or a revenue obligation. The District has elected to make a general obligation pledge of ad valorem taxes.

This pledge requires a resolution authorizing the sale and issuance of general obligation bonds or notes to finance capital projects and levies a direct irrevocable annual tax sufficient in amount to pay and discharge the principal and interest on these bonds or notes. The bonds or notes are in effect sold to the State of Wisconsin.

The attached award resolutions for the four capital projects accomplish the following objectives to:

- Provide financing of capital project expenditures within the financing objectives set in the 2021 Capital Budget and long-range financing plan.
- Authorize the District to sell up to \$15,491,039 of notes for the CWFP to the State of Wisconsin in accordance with the terms and conditions of the FAA's and awards the notes to the CWFP.
- Authorize the Commission Chairperson and the Commission Secretary to execute the FAA's.
- Provide security for the State of Wisconsin.
- Provide for levying upon all the taxable property in the District, a non-repealable direct annual tax in an amount sufficient to pay the principal and interest on the notes (i.e., the CWFP loans).
- Provide for continuing disclosure to bondholders in compliance with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission.
- Provide a repayment schedule up to 20 years.

A two-thirds affirmative vote of the Commission is required for approval.



## RESOLUTION

A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

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**WHEREAS**, the State of Wisconsin Clean Water Fund Program permits the Milwaukee Metropolitan Sewerage Commission to obtain financial assistance for the construction of eligible wastewater pollution abatement projects; and

**WHEREAS**, the Milwaukee Metropolitan Sewerage Commission intends to authorize, sell and issue general obligation sewerage system promissory notes for the Clean Water Fund Program projects as described below; and

**WHEREAS**, the Milwaukee Metropolitan Sewerage Commission has determined to sell the notes by private rather than public sale due to efficiencies of borrowing through the Clean Water Fund Program, including reduced issuance costs, flexible draw-down of principal and favorable interest rates.

**NOW, THEREFORE, BE IT RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission that the resolutions attached hereto and described below are hereby adopted.

1. "A Resolution Authorizing and Providing for the Sale and Issuance of up to \$989,946 General Obligation Sewerage System Promissory Notes, Series 2021B, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3258-01, consisting of the removal and replacement of the roofs on four of six buildings inspected and evaluated for the South Shore Water Reclamation Facility Building Roof Replacement Project, Phase Four.
2. "A Resolution Authorizing and Providing for the Sale and Issuance of up to \$6,645,074 General Obligation Sewerage System Promissory Notes, Series 2021C, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3264-01, consisting of the removal and replacement of equipment at Jones Island Water Reclamation Facility in the Dewatering and Drying Facility (Structure 258) which includes, the replacement of two first stage classification trains, an existing overflow bucket elevator and dust collection ductwork to connect new equipment to the existing dust collection system; electrical work; modification of existing motor control centers; installation of new instrumentation and control equipment; and painting.

## **RESOLUTION (Cont'd)**

### **A Resolution Authorizing and Providing for the Sale and Issuance of Four Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details**

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3. "A Resolution Authorizing and Providing for the Sale and Issuance of up to \$2,888,498 General Obligation Sewerage System Promissory Notes, Series 2021D, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3275-01, consisting of the replacement or refurbishment of corroded, worn-out return activated sludge header piping and associated components at the South Shore Water Reclamation Facility which includes, the return activated sludge piping, valves, fittings, and components in the return activated sludge header system's Battery 1, 3, and 4; providing a return activated sludge suction and discharge header flushing and drain piping system; replacing pipe supports, including concrete repair and painting; and removing an abandoned chlorine gas piping system.
4. "A Resolution Authorizing and Providing for the Sale and Issuance of up to \$4,967,521 General Obligation Sewerage System Promissory Notes, Series 2021E, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3278-01, consisting of the removal and replacement of dried biosolids processing equipment and associated components at the Jones Island Water Reclamation Facility in the Dewatering and Drying Facility (Building No. 258) known as the Greens Grade Train Replacement, which includes the removal and replacement of product classification and handling equipment that has reached the end of its useful life; associated electrical work; installation of process control equipment; and painting.

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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$989,946 General Obligation Sewerage System Promissory Notes, Series 2021B,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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**RECITALS**

The Milwaukee Metropolitan Sewerage Commission (the “**Governing Body**”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “**System**”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the removal and replacement of the roofs on four of six buildings inspected and evaluated for the South Shore Water Reclamation Facility Building Roof Replacement Project, Phase Four (collectively, the “**Project**”).
2. The Project has been assigned Clean Water Fund Program Project No. 3258-01 by the State of Wisconsin Department of Natural Resources (the “**Department of Natural Resources**”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2019-0936 dated January 22, 2020.
3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.
4. The Issuer has taken all actions required by law and has the power to sell and issue the \$989,946 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021B authorized by this resolution.

**RESOLUTIONS**

The Governing Body resolves as follows:

**Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Commission Officers**” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.

**“CWFP”** means the State of Wisconsin Clean Water Fund Program.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning given in Section 13.

**“Treasurer”** means the Issuer’s Treasurer.

**“Financial Assistance Agreement”** means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

**“Fiscal Agent”** means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** means the Issuer’s Milwaukee Metropolitan Sewerage Commission.

**“Issuer”** means the Milwaukee Metropolitan Sewerage District, Wisconsin.

**“Obligations”** means the \$989,946 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021B, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 14, 2021.

**“Project”** has the meaning given in the recitals to this resolution.

**“Purchase Price”** means up to \$989,946.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Secretary of the Issuer’s Governing Body.

**“Register”** means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

**“State”** means the State of Wisconsin Department of Administration.

## **Section 2.     Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i)     *Exhibit A* — Form of Obligation.
- (ii)    *Exhibit B* — Notice to Electors of Sale.

## **Section 3.     Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to \$989,946. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

## **Section 4.     Terms of Obligations.**

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of \$.01 or any multiple of \$.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2021. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2041 and will bear interest at the rate of 1.485%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time

based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFPP.

**Section 7. Manner of Payment/Transfers/Redemption Notices.**

*Payment.* On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

#### **Section 8. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

#### **Section 9. Execution of Obligations.**

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

#### **Section 10. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

#### **Section 11. Sale of Obligations; Financial Assistance Agreement.**

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The

Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

- (i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:



<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$ 57,256.57	2031	\$ 57,206.01
2022	57,251.84	2032	57,200.53
2023	57,247.04	2033	57,194.97
2024	57,242.17	2034	57,189.33
2025	57,237.23	2035	57,183.61
2026	57,232.21	2036	57,177.79
2027	57,227.12	2037	57,171.89
2028	57,221.96	2038	57,165.91
2029	57,216.72	2039	57,159.84
2030	57,211.40	2040	57,153.67

The Issuer levied taxes in 2020 for the purpose of paying debt service coming due in 2021 on anticipated CWFPP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2021. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2021 interest payments on the Obligations.

### **Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWFPP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

### **Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of

the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; *provided, however*, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

#### **Section 15. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

#### **Section 16. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFP and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

#### **Section 17. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

#### **Section 18. Amendments.**

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the

written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

**Section 19. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 20. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

**Section 21. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 22. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

*[Signature Page Follows]*

Adopted: June 28, 2021.

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Dan Devine  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary

**EXHIBIT A**

**FORM OF OBLIGATION**

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$989,946

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2021B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.485%	May 1, 2041	July 14, 2021	None

REGISTERED OWNER:      STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT:      NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED FORTY-SIX  
DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2021. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$989,946, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 28, 2021, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$989,946 General Obligation Sewerage System Promissory Notes, Series 2021B, Levying Taxes for the Payment Thereof, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).

The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “**State**”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “**Register**”) maintained by the Fiscal Agent at the end of the 15<sup>th</sup> day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “**Record Date**”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,  
WISCONSIN

By: \_\_\_\_\_  
Dan Devine  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: July 14, 2021

This Obligation is one of the Obligations  
described in the Resolution.

By: \_\_\_\_\_  
Treasurer, as Fiscal Agent



**SCHEDULE 1**

## RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

\$989,946

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2021B

[illegible]

## **SCHEDULE 2**

### **PRINCIPAL REPAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Principal Amount</u></b>
May 1, 2022	\$ 42,874.21
May 1, 2023	43,510.89
May 1, 2024	44,157.03
May 1, 2025	44,812.76
May 1, 2026	45,478.23
May 1, 2027	46,153.58
May 1, 2028	46,838.96
May 1, 2029	47,534.52
May 1, 2030	48,240.41
May 1, 2031	48,956.78
May 1, 2032	49,683.79
May 1, 2033	50,421.59
May 1, 2034	51,170.35
May 1, 2035	51,930.23
May 1, 2036	52,701.40
May 1, 2037	53,484.01
May 1, 2038	54,278.25
May 1, 2039	55,084.29
May 1, 2040	55,902.29
May 1, 2041	56,732.43

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

**NOTICE TO THE ELECTORS  
RESIDING IN THE  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN  
RELATING TO NOTE SALE**

On June 28, 2021, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to \$989,946. It is anticipated that the closing of this note financing will be held on or about July 14, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: \_\_\_\_\_, 20\_\_

/s/ Anna Kettlewell  
Commission Secretary

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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$6,645,074 General Obligation Sewerage System Promissory Notes, Series 2021C,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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**RECITALS**

The Milwaukee Metropolitan Sewerage Commission (the “**Governing Body**”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “**System**”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the removal and replacement of equipment at Jones Island Water Reclamation Facility in the Dewatering and Drying Facility (Structure 258) which includes, the replacement of two first stage classification trains, an existing overflow bucket elevator and dust collection ductwork to connect new equipment to the existing dust collection system; electrical work; modification of existing motor control centers; installation of new instrumentation and control equipment; and painting (collectively, the “**Project**”).

2. The Project has been assigned Clean Water Fund Program Project No. 3264-01 by the State of Wisconsin Department of Natural Resources (the “**Department of Natural Resources**”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2019-0934 dated April 6, 2020.

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the \$6,645,074 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021C authorized by this resolution.

**RESOLUTIONS**

The Governing Body resolves as follows:

**Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Commission Officers**” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.

**“CWFP”** means the State of Wisconsin Clean Water Fund Program.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning given in Section 13.

**“Treasurer”** means the Issuer’s Treasurer.

**“Financial Assistance Agreement”** means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

**“Fiscal Agent”** means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** means the Issuer’s Milwaukee Metropolitan Sewerage Commission.

**“Issuer”** means the Milwaukee Metropolitan Sewerage District, Wisconsin.

**“Obligations”** means the \$6,645,074 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021C, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 14, 2021.

**“Project”** has the meaning given in the recitals to this resolution.

**“Purchase Price”** means up to \$6,645,074.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Secretary of the Issuer’s Governing Body.

**“Register”** means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“State” means the State of Wisconsin Department of Administration.

## **Section 2. Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

## **Section 3. Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to \$6,645,074. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

## **Section 4. Terms of Obligations.**

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021C.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of \$.01 or any multiple of \$.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2021. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2041 and will bear interest at the rate of 1.485%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFP.

**Section 7. Manner of Payment/Transfers/Redemption Notices.**

*Payment.* On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.



The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

#### **Section 8. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

#### **Section 9. Execution of Obligations.**

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

#### **Section 10. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to

conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

**Section 11. Sale of Obligations; Financial Assistance Agreement.**

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

- (i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$ 384,338.26	2031	\$ 383,998.87
2022	384,306.53	2032	383,962.10
2023	384,274.32	2033	383,924.78
2024	384,241.64	2034	383,886.91
2025	384,208.48	2035	383,848.48
2026	384,174.82	2036	383,809.46
2027	384,140.66	2037	383,769.87
2028	384,105.99	2038	383,729.70
2029	384,070.80	2039	383,688.94
2030	384,035.10	2040	383,647.56

The Issuer levied taxes in 2020 for the purpose of paying debt service coming due in 2021 on anticipated CWWP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2021. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2021 interest payments on the Obligations.

### **Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWWP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

**Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; *provided, however*, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

**Section 15. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

**Section 16. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFPP and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

**Section 17. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

**Section 18. Amendments.**

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

**Section 19. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 20. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

**Section 21. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 22. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

*[Signature Page Follows]*

Adopted: June 28, 2021.

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Dan Devine  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary

EXHIBIT A

FORM OF OBLIGATION

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$6,645,074

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2021C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.485 %	May 1, 2041	July 14, 2021	None

REGISTERED OWNER:      STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT:      SIX MILLION SIX HUNDRED FORTY-FIVE THOUSAND SEVENTY-FOUR  
DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2021. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$6,645,074, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 28, 2021, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$6,645,074 General Obligation Sewerage System Promissory Notes, Series 2021C, Levying Taxes for the Payment Thereof, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).

The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “**State**”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “**Register**”) maintained by the Fiscal Agent at the end of the 15<sup>th</sup> day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “**Record Date**”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.



The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,  
WISCONSIN

By: \_\_\_\_\_  
Dan Devine  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: July 14, 2021

This Obligation is one of the Obligations  
described in the Resolution.

By: \_\_\_\_\_  
Treasurer, as Fiscal Agent

**SCHEDULE 1**

### RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

\$6,645,074

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2021C

[illegible]

## **SCHEDULE 2**

### **PRINCIPAL REPAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Principal Amount</u></b>
May 1, 2022	\$ 287,795.80
May 1, 2023	292,069.57
May 1, 2024	296,406.80
May 1, 2025	300,808.44
May 1, 2026	305,275.45
May 1, 2027	309,808.79
May 1, 2028	314,409.45
May 1, 2029	319,078.43
May 1, 2030	323,816.74
May 1, 2031	328,625.42
May 1, 2032	333,505.51
May 1, 2033	338,458.07
May 1, 2034	343,484.17
May 1, 2035	348,584.91
May 1, 2036	353,761.40
May 1, 2037	359,014.75
May 1, 2038	364,346.12
May 1, 2039	369,756.66
May 1, 2040	375,247.55
May 1, 2041	380,819.97

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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**NOTICE:** Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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**Note:** The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

**NOTICE TO THE ELECTORS  
RESIDING IN THE  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN  
RELATING TO NOTE SALE**

On June 28, 2021, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to \$6,645,074. It is anticipated that the closing of this note financing will be held on or about July 14, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: \_\_\_\_\_, 20\_\_

/s/ Anna Kettlewell  
Commission Secretary

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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$2,888,498 General Obligation Sewerage System Promissory Notes, Series 2021D,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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**RECITALS**

The Milwaukee Metropolitan Sewerage Commission (the “**Governing Body**”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “**System**”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the replacement or refurbishment of corroded, worn-out return activated sludge (RAS) header piping and associated components at the South Shore Water Reclamation Facility which includes, the RAS piping, valves, fittings, and components in the RAS header system’s Battery 1, 3, and 4; providing a RAS suction and discharge header flushing and drain piping system; replacing pipe supports, including concrete repair and painting; and removing an abandoned chlorine gas piping system (collectively, the “**Project**”).

2. The Project has been assigned Clean Water Fund Program Project No. 3275-01 by the State of Wisconsin Department of Natural Resources (the “**Department of Natural Resources**”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2020-0198 dated June 8, 2020.

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the \$2,888,498 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021D authorized by this resolution.

**RESOLUTIONS**

The Governing Body resolves as follows:

**Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Commission Officers**” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.

**“CWFP”** means the State of Wisconsin Clean Water Fund Program.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning given in Section 13.

**“Treasurer”** means the Issuer’s Treasurer.

**“Financial Assistance Agreement”** means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

**“Fiscal Agent”** means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** means the Issuer’s Milwaukee Metropolitan Sewerage Commission.

**“Issuer”** means the Milwaukee Metropolitan Sewerage District, Wisconsin.

**“Obligations”** means the \$2,888,498 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021D, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 14, 2021.

**“Project”** has the meaning given in the recitals to this resolution.

**“Purchase Price”** means up to \$2,888,498.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Secretary of the Issuer’s Governing Body.

**“Register”** means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:



- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“State” means the State of Wisconsin Department of Administration.

## **Section 2. Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

## **Section 3. Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to \$2,888,498. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

## **Section 4. Terms of Obligations.**

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021D.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of \$.01 or any multiple of \$.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2021. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2041 and will bear interest at the rate of 1.485%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2024, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFP.

**Section 7. Manner of Payment/Transfers/Redemption Notices.**

*Payment.* On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

#### **Section 8. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

#### **Section 9. Execution of Obligations.**

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

#### **Section 10. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to

conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

**Section 11. Sale of Obligations; Financial Assistance Agreement.**

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

- (i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$ 42,894.20	2031	\$182,875.81
2022	42,894.20	2032	182,858.30
2023	183,007.00	2033	182,840.52
2024	182,991.43	2034	182,822.49
2025	182,975.63	2035	182,804.20
2026	182,959.60	2036	182,785.62
2027	182,943.33	2037	182,766.76
2028	182,926.83	2038	182,747.63
2029	182,910.08	2039	182,728.21
2030	182,893.07	2040	182,708.51

The Issuer levied taxes in 2020 for the purpose of paying debt service coming due in 2021 on anticipated CWFP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2021. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2021 interest payments on the Obligations.

### **Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWFP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

#### **Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; *provided, however*, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

#### **Section 15. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

#### **Section 16. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFP and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

#### **Section 17. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

**Section 18. Amendments.**

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

**Section 19. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 20. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

**Section 21. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 22. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

*[Signature Page Follows]*

Adopted: June 28, 2021.

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Dan Devine  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary



EXHIBIT A

FORM OF OBLIGATION

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$2,888,498

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2021D

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.485%	May 1, 2041	July 14, 2021	None

REGISTERED OWNER:      STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT:      TWO MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND FOUR  
HUNDRED NINETY-EIGHT DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2021. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$2,888,498, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 28, 2021, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$2,888,498 General Obligation Sewerage System Promissory Notes, Series 2021D, Levying Taxes for the Payment Thereof, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).

The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2024, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “**State**”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “**Register**”) maintained by the Fiscal Agent at the end of the 15<sup>th</sup> day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “**Record Date**”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,  
WISCONSIN

By: \_\_\_\_\_  
Dan Devine  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: July 14, 2021

This Obligation is one of the Obligations  
described in the Resolution.

By: \_\_\_\_\_  
Treasurer, as Fiscal Agent

**SCHEDULE 1**

### RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

**\$2,888,498**

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2021D

[illegible]

## **SCHEDULE 2**

### **PRINCIPAL REPAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Principal Amount</u></b>
May 1, 2024	\$ 141,160.92
May 1, 2025	143,257.16
May 1, 2026	145,384.53
May 1, 2027	147,543.49
May 1, 2028	149,734.51
May 1, 2029	151,958.07
May 1, 2030	154,214.65
May 1, 2031	156,504.74
May 1, 2032	158,828.83
May 1, 2033	161,187.44
May 1, 2034	163,581.07
May 1, 2035	166,010.25
May 1, 2036	168,475.51
May 1, 2037	170,977.37
May 1, 2038	173,516.38
May 1, 2039	176,093.10
May 1, 2040	178,708.08
May 1, 2041	181,361.90

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

**NOTICE TO THE ELECTORS  
RESIDING IN THE  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN  
RELATING TO NOTE SALE**

On June 28, 2021, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to \$2,888,498. It is anticipated that the closing of this note financing will be held on or about July 14, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: \_\_\_\_\_, 20\_\_

/s/ Anna Kettlewell  
Commission Secretary



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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$4,967,521 General Obligation Sewerage System Promissory Notes, Series 2021E,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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**RECITALS**

The Milwaukee Metropolitan Sewerage Commission (the “**Governing Body**”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “**System**”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the removal and replacement of dried biosolids processing equipment and associated components at the Jones Island Water Reclamation Facility in the Dewatering and Drying Facility (Building No. 258) known as the Greens Grade Train Replacement, which includes the removal and replacement of product classification and handling equipment that has reached the end of its useful life; associated electrical work; installation of process control equipment; and painting (collectively, the “**Project**”).

2. The Project has been assigned Clean Water Fund Program Project No. 3278-01 by the State of Wisconsin Department of Natural Resources (the “**Department of Natural Resources**”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2019-0937 dated March 20, 2020.

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the \$4,967,521 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021E authorized by this resolution.

**RESOLUTIONS**

The Governing Body resolves as follows:

**Section 1. Definitions.**

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Commission Officers**” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.

**“CWFP”** means the State of Wisconsin Clean Water Fund Program.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning given in Section 13.

**“Treasurer”** means the Issuer’s Treasurer.

**“Financial Assistance Agreement”** means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

**“Fiscal Agent”** means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** means the Issuer’s Milwaukee Metropolitan Sewerage Commission.

**“Issuer”** means the Milwaukee Metropolitan Sewerage District, Wisconsin.

**“Obligations”** means the \$4,967,521 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021E, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 14, 2021.

**“Project”** has the meaning given in the recitals to this resolution.

**“Purchase Price”** means up to \$4,967,521.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Secretary of the Issuer’s Governing Body.

**“Register”** means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“State” means the State of Wisconsin Department of Administration.

## **Section 2. Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

## **Section 3. Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to \$4,967,521. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

## **Section 4. Terms of Obligations.**

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2021E.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of \$.01 or any multiple of \$.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2021. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2041 and will bear interest at the rate of 1.485%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2023, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFP.

**Section 7. Manner of Payment/Transfers/Redemption Notices.**

*Payment.* On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations  
(i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or  
(ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

#### **Section 8. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

#### **Section 9. Execution of Obligations.**

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

#### **Section 10. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to

conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

**Section 11. Sale of Obligations; Financial Assistance Agreement.**

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

- (i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$ 73,767.68	2031	\$ 300,053.32
2022	300,293.73	2032	300,024.59
2023	300,268.57	2033	299,995.43
2024	300,243.02	2034	299,965.84
2025	300,217.11	2035	299,935.81
2026	300,190.81	2036	299,905.32
2027	300,164.11	2037	299,874.39
2028	300,137.02	2038	299,843.00
2029	300,109.53	2039	299,811.14
2030	300,081.63	2040	299,778.81

The Issuer levied taxes in 2020 for the purpose of paying debt service coming due in 2021 on anticipated CWFP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2021. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2021 interest payments on the Obligations.

### **Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWFP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

#### **Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; *provided, however*, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

#### **Section 15. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

#### **Section 16. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFP and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

#### **Section 17. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.



**Section 18. Amendments.**

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

**Section 19. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 20. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

**Section 21. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 22. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

*[Signature Page Follows]*

Adopted: June 28, 2021.

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Dan Devine  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary

EXHIBIT A  
FORM OF OBLIGATION

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$4,967,521

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2021E

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.485%	May 1, 2041	July 14, 2021	None

REGISTERED OWNER:      STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT:      FOUR MILLION NINE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED  
TWENTY-ONE DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2021. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$4,967,521, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 28, 2021, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$4,967,521 General Obligation Sewerage System Promissory Notes, Series 2021E, Levying Taxes for the Payment Thereof, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).

The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2023, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “**State**”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “**Register**”) maintained by the Fiscal Agent at the end of the 15<sup>th</sup> day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “**Record Date**”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

*Notice of Redemption.* So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

*Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

*Register.* The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,  
WISCONSIN

By: \_\_\_\_\_  
Dan Devine  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: July 14, 2021

This Obligation is one of the Obligations  
described in the Resolution.

By: \_\_\_\_\_  
Treasurer, as Fiscal Agent

## **SCHEDULE 1**

## RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

**\$4,967,521**

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2021E

[illegible]

## **SCHEDULE 2**

### **PRINCIPAL REPAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Principal Amount</u></b>
May 1, 2023	\$ 228,220.58
May 1, 2024	231,609.66
May 1, 2025	235,049.06
May 1, 2026	238,539.54
May 1, 2027	242,081.85
May 1, 2028	245,676.76
May 1, 2029	249,325.06
May 1, 2030	253,027.54
May 1, 2031	256,785.00
May 1, 2032	260,598.26
May 1, 2033	264,468.14
May 1, 2034	268,395.49
May 1, 2035	272,381.17
May 1, 2036	276,426.03
May 1, 2037	280,530.95
May 1, 2038	284,696.84
May 1, 2039	288,924.59
May 1, 2040	293,215.12
May 1, 2041	297,569.36



## ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

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NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

**NOTICE TO THE ELECTORS  
RESIDING IN THE  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN  
RELATING TO NOTE SALE**

On June 28, 2021, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to \$4,967,521. It is anticipated that the closing of this note financing will be held on or about July 14, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: \_\_\_\_\_, 20\_\_

/s/ Anna Kettlewell  
Commission Secretary

# **COMMISSION MEETING**

**June 28, 2021**

## **EXECUTIVE DIRECTOR'S REPORT**

**21-003-01**

- A. Monthly Reports**
- B. Staff Recognition (Kevin Shafer)**
- C. Post-restoration Aquatic Biodiversity Improvement in Fish Communities of Underwood Creek (Matt Magruder)**
- D. Fresh Coast Protection Partnership Program Year 2 Update (Bre Plier & Keisha Brown)**
- E. 2022 Budget Update (Mickie Pearsall)**
- F. One Water, Our Water Update (Christina Taddy)**

# June 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Operations Committee-9:00 a.m. PF&P Committee- 9:05 a.m.	15	16	17	18	19
20	21	22	23	24	25	26
27	28 Commission-9:00 a.m.	29	30			