



**CITY OF NEW BERLIN
UTILITY COMMITTEE MEETING
Tuesday, June 28, 2022
4:45 PM
Zoom Meeting**

The Utility Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and Utility Committee. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 880 9044 0547
- Following this direct link to the meeting: <https://us02web.zoom.us/j/88090440547>
- Dial by phone: (312) 626-6799 and use meeting ID: 880 9044 0547

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. May 11, 2022 Utility Committee Meeting Minutes

NEW BUSINESS

2. UT 12-22 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$1,586,000.00.
3. UT 13-22 Recommend to the Common Council to approve Resolution #22-08. Compliance Maintenance Annual Report (CMAR) for reporting year 2021.

UPDATES

4. Moorland Road Water Rehabilitation Project Information Update

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in

attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
UTILITY COMMITTEE - MINUTES
Wednesday, May 11, 2022**

VIA ZOOM

4:45 PM

Please note: Minutes are unofficial until approved by the UTILITY COMMITTEE at the next regularly scheduled meeting.

This Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID # 876 6921 1770: to join.

All votes were taken via a voice roll call vote.

CALL MEETING TO ORDER

Alderman Harenda called the Meeting to Order at 4:45PM

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Alderpersons, Harenda, Hopkins, Garrigues and Commissioner Nissen.

Also Present: City Attorney Mark Blum, Alderwoman Kroupa, Utility Manager Jim Hart, Utility Supervisor Mark Welch and Deputy City Clerk/Elections Specialist Sherri Hanson

APPROVAL OF MINUTES

ITEM: March 29, 2022 Utility Committee Minutes

MOTION: Motion to approve the March 29, 2022 Utility Committee Minutes.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Hopkins
Motion Passed 4-0.

NEW BUSINESS

ITEM: UT 12-22 Request to the Utility Committee to amend the 2020 Water CIP budget for the #7 Booster Station Improvement Project

MOTION: Motion to amend the 2020 Water CIP Budget in the amount of \$49,000.00 to the Engineering Department for repairs to the water infrastructure during the Sunny Slope and Grange Intersection Improvement Project.

VOTE: Motion by: Alderman Hopkins
Second by: Alderman Garrigues
Motion Passed 4-0.

ITEM: UT 13-22 Recommend to the Utility Committee to approve to amend the 2022 Water CIP Budget.

MOTION: Motion to amend the 2022 Water CIP Budget in the amount of \$308,445.00 for construction services, administration, inspection services and project close out. Due to higher costs than anticipated.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Hopkins
Motion Passed 4-0

ITEM: UT 14-22 To recommend to the Utility Committee to approve the use of a portion of the contingency funds from the Moorland Road Water Main Rehabilitation Project in order for the Utility Staff to perform Alternate #1 and Alternate #2 plus two other locations. Cost not to exceed \$255,000.00.

MOTION: Motion to approve the use of a portion of the contingency funds from the Moorland Road Water Main Rehabilitation Project in order for the Utility Staff to perform Alternate #1 and Alternate #2 plus two other locations. Cost not to exceed \$255,000.00.

VOTE: Motion by: Alderman Hopkins
Second by: Commissioner Nissen
Motion Passed 4-0.

ADJOURN

MOTION: Motion to adjourn at 4:56PM

VOTE: Motion by: Alderman Garrigues
Second by: Commissioner Nissen
Motion passed 4-0.

Respectfully submitted

Sherri L Hanson
Deputy City Clerk/Elections Clerk

STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT:

Milwaukee Metro Sewerage District (MMSD)
Funding Agreement

LOCATION:

Citywide

REQUEST:

To approve the Funding Agreement between
Milwaukee Metro Sewerage District (MMSD) and
the City of New Berlin Utilities Department

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$1,586,000.00 for cost incurred throughout the work described in Attachment A in this agreement.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

NEW BERLIN – MMSD PPII 2022 Funding Agreement

DATE STAFF REPORT CREATED:	June 15, 2022
CUSTOMER/PROJECT NAME:	MMSD Funding Agreement
ISSUE/DESCRIPTION OF PROJECT:	This project consists of PPI/I repairs to laterals from the 2013 Dye Water Testing Project.
DATE OF COMPLETENESS DETERMINATION:	December, 2023
REQUESTED ACTION:	Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$1,586,000.00 for cost incurred throughout the work described in Attachment A in this agreement.
FISCAL IMPACT:	\$1,586,000.00 (Funds to be reimbursed from MMSD Intergovernmental Agreement)
SOURCE OF FUNDS:	MMSD Grant Fund Account/Utility will be reimbursed for expenses. Account #8100-1131-52050
RATIONAL:	To repair private lateral to reduce infiltration and inflow to prevent basement backups.
UTILITY MANAGER RECOMMENDATION:	See Executive Summary
ATTACHMENTS:	Funding Agreement M10005NB03

Funding Agreement M10005NB03

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of New Berlin (Municipality), with its municipal offices at 3805 South Casper Drive, New Berlin, Wisconsin 53151.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 31, 2023, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$1,586,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

- a. The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.
- b. A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications.

The Municipality shall submit contractor pay applications for review through a Comment Form in the District's online application, eBuilder. All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of four (4) times throughout this Agreement.

Each reimbursement request shall include:

An invoice from the Municipality clearly stating the requested reimbursement amount;

All consultant invoices, approved contractor pay applications, and other expense invoices;

All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the tasks completed.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to twenty-five-percent (25%) of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to expiration of this Agreement.

Reimbursement requests, the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Jerome Flogel, P.E
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-work flow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement. Nothing contained within this Agreement is intended to be a waiver or estoppel of the City of New Berlin or its insured or rely upon the limitations, defenses and immunities contained within Wisconsin law, including those set forth in Wisconsin Statute Sec. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insured shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims under Wisconsin law.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF NEW BERLIN

By: _____
Kevin L. Shafer, P.E, Executive Director

By: _____
Jim Hart, Utility Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Jim Hart	Municipality: City of New Berlin
Mailing Address: 3805 South Casper Drive, New Berlin, WI 53151	
Phone #: 262-786-7211	Email: jhart@newberlin.org
Primary Contact: Jim Hart	Primary Contact email: jhart@newberlin.org
Primary contact phone #: 262-786-7211	
Consultant (if applicable)	
Firm: raSmith	Consultant's PM's Name: Ben High, P.E.
Consultant Email: ben.high@rasmith.com	Consultant Phone number: 262-317-3273

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

- ☐ Planning ☐ Investigative ☒ Construction/Rehab ☐ Post Project Evaluation ☐ Training
☐ Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? \$ 1,586,000.00

3. Provide the scope of work that will be included in this work plan.

Dye testing and mainline televising that was completed in 2013 identified locations of public and private dye and Clearwater leaks within sewersheds 3001, 3005, 3006, and 2011. At total of 228.0 gpm private leaks were found within the 2011 basin, 184.7 gpm with dye and 43.4 gpm with Clearwater. Locations of public I&I in the neighborhood were addressed in 2013, but steps to address the private I&I within the Regal Manor neighborhood are proposed as part of this workplan.

The City of New Berlin is proposing a lateral rehabilitation work plan to complete the pipe bursting of approximately 70 private sanitary sewer laterals. Each lateral to be pipe burst will have lateral televising occur after rehabilitation to document the lateral post-rehabilitation. To complete the rehabilitation, affected properties will be contacted by the City with an informational letter and a consent form before work occurs. A licensed sub-contractor will perform the rehabilitation with the supervision of an inspector provided by the Consulting Engineer.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

All coordination, inspection, and reporting for the project will be performed by the City of New Berlin with the assistance of the Engineering Consultant, raSmith. The rehabilitation work will be completed by a licensed sub-contractor selected by the City through a solicitation process.

5. What is the total number of properties in the project area? 70

6. What is the assumed number of participating properties? 70

7. What is your justification for the assumed participation rate?

- ☐ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements
☒ Other (Fill in Blank): If an affected property opts out, a different location will substituted in.

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?			
☐ Pre 1940's ☐ 1940 – 1960 ☒ 1961-1980 ☐ 1981-Present			
2. What is the average lot size within the project area?		0.35	☐ SF ☒ Acres
3. In this area, is it typical that foundation drains are connected?			☐ Yes ☒ No
4. What sewershed(s) or metershed(s) is this project located in? 2011-D, 2011-E			
5. Collection system characteristics in project areas:			
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):
1970	☒ VCP ☐ Ductile Iron ☐ Cast-Iron ☒ Concrete ☐ Asbestos ☒ PVC	6", 8" & 12"	☒ Circular ☐ Other
6. Within the project area, is the mainline rehabilitated?			☒ Yes ☐ No
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.			
In late 2013, the city addressed the majority of public I&I locations within the mainline and manhole infiltration witnessed during dye flooding with a grouting project.			

7. Will public infrastructure work be contracted or completed with the private property work?

☒ Yes ☐ No

If "Yes", provide details of the public work.

The sanitary mainline at each connection will be repaired with a 5 linear foot segment of pipe. This is to eliminate any defects within the private connection to mainline. An in-line wye will be placed at the lateral reinstating it to the mainline. The 5 foot segment of mainline shall be connected with non-shear couplings and a concrete collar. The public work occurring will be to repair the roadway above the pipe bursting and connection replacement. All trenched areas within the pavement and within three feet of pavements shall be backfilled with slurry. The pavement area will be restored with 10" of 1-1/4" base, 3.25" of 3 LT 58-28 S asphalt binder, and 1.75" of 5 LT 58-28 S.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☐ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☒ Yes ☐ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

In 2013, the City of New Berlin Private Property Infiltration and Inflow Reduction Program occurred. The City selected four areas to perform the dye water testing and closed circuit television (CCTV) work. The areas are referred to as Sewersheds 3001, 3005, 3006 and 2011. During this project, locations were identified as sources of I&I to be considered for rehabilitation at a later date. The neighborhood of Regal Manor (the project area) is within Sewershed 2011.

Additionally, all locations to be rehabilitated lead into a sewer line in which a raSmith flow meter collects data and has been monitoring the higher amounts of water flow during storm events.

2. Describe how the project area and approach was chosen and prioritized.

The project area was determined by the 2013 dye flooding that took place within the City of New Berlin. The 2013 project area was determined by areas that experience greater flow during rain events as determined by ongoing flow monitoring. Lift station #1, which is downstream of the Sewershed had historically seen high flow before and after rain events. The results of dye flooding presented a total of 228gpm of private I&I with an average leaking rate of 2.5gpm. All properties that presented dye or Clearwater leaks were prioritized for pipe bursting on this project.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If “Yes,” provide approximate frequency and average volume per frequency for over the last ten years.	☐ Yes ☒ No
5. Does the project area have a history of CSOs or SSOs? If “Yes,” provide the frequency of occurrences over the last ten years.	☐ Yes ☒ No
6. Does the municipality have recurring basement backup reports in the project area? If “Yes”, please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	☐ Yes ☒ No
7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	☒ Yes – go to item 8 ☐ No – go to item 9
8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location. The City has a sanitary sewer flow monitoring program to quantify the amount of water within the sewer system before and after rain events. Flow meters for Sewershed 2011-D and 2011-E at manholes 07M224003 (S. Sovereign Drive) and 07N224071 (S. Hearth Ridge Drive) respectively. These locations were monitored March 2020-October 2020 and March 2021-November 2021. Additionally, all locations within the project are located downstream of lift station #1 which has been monitored by raSmith for years. Utilizing the data recorded before the lining occurs will provide baseline flow data that can be used as baseline data.	

9. Do you plan on collecting pre-project baseline data as part of this project?

☐ Yes – go to item 10

☒ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

N/A

11. How do you intend to report project performance results? (metrics and target objectives of the project)

N/A

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The goal of this project is to reduce private property I/I into the sanitary sewer system. The dye flooding study performed in 2013 will serve as a baseline condition of these leaking laterals prior to rehabilitation. Ongoing flow monitoring data will be used to give a "pre" and "post" rehabilitation analysis that will be used to quantify the effectiveness of the rehabilitation work. By performing this work, the sewer system will keep operating at an increased level of service moving forward.

The City will continue their ongoing sanitary sewer flow monitoring program to quantify the effectiveness of the above rehabilitation technique (cost of monitoring is locally funded, and will remain so). The City has been monitoring varying areas of the City for years, but this year has incorporated specific metering that isolates this study area to provide more detailed information on what is occurring in this area. Analysis of the metered data collected thus far has begun to determine what the impact of this rehabilitation will mean to the overall reduction in I/I experienced in this area.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project ☐ Yes ☒ No
cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

The City will submit reimbursement requests as this project progresses to help control costs at the City level. These reimbursement requests would most likely begin after rehabilitation begins and continue as work progresses on the project. The anticipated reimbursements will more than likely at the end of each working month of the project.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

The City of New Berlin will be handling the reimbursement requests with the assistance of raSmith.

Barbara Byczynski, bbyczynski@newberlin.org

Ben High, P.E., ben.high@rasmith.com

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? ☐ Yes ☒ No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

The City will publicly bid the rehabilitation work described above, and will choose the most responsible bidder that meets the City's desired outcome, the schedule for the project, and is an approved contractor by MMSD. Professional and inspection work will be directly solicited to raSmith.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

All of the work associated with this project is considered reimbursable to MMSD.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Jim Hart

Position Title: Utility Manager

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)
 - a. The City, with assistance from the Consulting Engineer, will notify affected properties with an informational letter outlining the scope of the project and desired outcome. The first letter will be sent out 7 months prior to the estimated start of work. The second letter will be sent out to non-participating parcels 2 months after the first letter.
 - b. The letters will include a property owner consent form to allow for the rehabilitation work to occur within their laterals (i.e. private property).
 - c. The City potentially plans to host a public information meeting (MMSD staff will be invited to attend) to explain the project details to the affected properties so they understand the purpose and goals of the project. The plan is to conduct this meeting at a facility within or nearby the project area to encourage attendance and involvement in the process. This meeting will be held 4 months prior to the estimated start of work so homeowners can attend the meeting.
 - d. All project related questions will be directed through the Consulting Engineer via email or phone. Contact Information: Ben High, P.E., 262-317-3273, ben.high@rasmith.com



Regal Manor Area Lateral Pipe Bursting Basin NB2011 Limits

- Pipe Bursting Properties (70)
- Sanitary Lateral
- MMSD Sewerbachs
- City Manhole
- City Sanitary Force Main
- City Sanitary Sewer

1 inch = 300 feet

roSmith



Probable Project Schedule for New Berlin 2022 Pipe Bursting Project

Task	Probable Start Date	Probable Completion Date	Duration (Days)
Work Plan Submittal		2/25/2022	0
Funding Agreement Process	2/28/2022	7/15/2022	137
Public Outreach	7/18/2022	9/16/2022	60
Plans & Specifications	9/19/2022	10/21/2022	32
Solicitation for Bids	10/24/2022	11/4/2022	11
Bid Opening		11/9/2022	0
Project Award (Utility Committee Approval)		11/22/2022	0
Project Work with Inspection by Consultant	4/3/2023	9/22/2023	141
Submittal for Reimbursement	9/23/2023	9/20/2023	28

Engineer's Opinion of Probable Project Cost

PROJECT: City of New Berlin - Regal Manor Lateral Pipe Bursting Project

DATE: February 9, 2022

BY: BGH

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.

NO.	ITEM	UNIT	UNIT COST	QUANTITY	ITEM COST
1	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
2	Mobilization	LS	\$ 10,000.00	1	\$ 10,000.00
3	Warranty Lateral Televising	EA	\$ 640.00	70	\$ 44,800.00
4	6" Dia Sanitary Lateral - Pipe Bursting	LF	\$ 193.00	5,249	\$ 1,013,057.00
5	6" Dia PVC Sanitary Sewer Lateral (Slurry Backfill)	LF	\$ 195.00	345	\$ 67,275.00
6	6" Dia PVC Sanitary Sewer Lateral (Granular Backfill)	LF	\$ 150.00	5	\$ 750.00
7	6" Dia PVC Sanitary Sewer Riser Lateral (Slurry Backfill)	LF	\$ 245.00	14	\$ 3,430.00
8	8" PVC Sanitary Sewer (Slurry Backfill)	LF	\$ 275.00	275	\$ 75,625.00
9	12" PVC Sanitary Sewer (Slurry Backfill)	LF	\$ 345.00	35	\$ 12,075.00
10	12" PVC Sanitary Sewer (Granular Backfill)	LF	\$ 300.00	5	\$ 1,500.00
11	Connection to Existing Lateral Piping	EA	\$ 610.00	70	\$ 42,700.00
12	Lawn Restoration	SY	\$ 45.00	150	\$ 6,750.00
13	1.75" Asphalt Surface (5 LT 58-28 S)	TON	\$ 65.00	44	\$ 2,860.00
14	3.25" Asphalt Binder (3 LT 58-28 S)	TON	\$ 60.00	83	\$ 4,980.00
15	Dense Graded Base (1-1/4")	TON	\$ 15.00	242	\$ 3,630.00
16	5" Concrete Sidewalk	SF	\$ 10.00	275	\$ 2,750.00
17	7" Concrete Driveway	SY	\$ 100.00	12	\$ 1,200.00
MC1	4"-6" Sanitary Lateral Spot Repair within Pavement	LF	\$ 350.00	10	\$ 3,500.00
MC2	4"-6" Sanitary Lateral Spot Repair within Turf	LF	\$ 250.00	10	\$ 2,500.00
Subtotal					\$1,309,382
10% Construction Contingency					\$130,938
Construction Project Total					\$1,440,320
1	Project Specifications	HOUR	\$ 131.00	90	\$ 11,790.00
2	Engineering Plans & Exhibits	HOUR	\$ 131.00	90	\$ 11,790.00
3	Project Related Questions from Residents	HOUR	\$ 131.00	40	\$ 5,240.00
4	Create Informational Letter for Property Owners	HOUR	\$ 131.00	10	\$ 1,310.00
5	Distribute Informational Letter	HOUR	\$ 131.00	20	\$ 2,620.00
6	Coordinate Participating Properties	HOUR	\$ 131.00	40	\$ 5,240.00
7	Create Public Message via New Berlin Website	HOUR	\$ 131.00	10	\$ 1,310.00
8	Report & Exhibits for Summary Report	HOUR	\$ 105.00	60	\$ 6,300.00
9	Inspection Hours	HOUR	\$ 127.00	785	\$ 99,695.00
Engineering / Inspection Project Total					\$145,295
Project Total					\$1,585,615
Funding Agreement Project Total					\$1,586,000

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
5. A template Right of Entry Agreement shall be submitted to the District for review prior to distribution to property owners for signatures. Each Right of Entry or Access Agreement shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction to inspect the work and determine the success of repairs.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently. All

QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract and approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
15. Copies of the Right of Entry or Access Agreements for each homeowner, if required by the Work Plan, shall be submitted to the District SPM via email or other approved digital transfer method.
16. Documentation of the limits of the lateral replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner, and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the property owner.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through the use of District template spreadsheet (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format.
20. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District through an approved digital transfer method, format, and file type. The survey deliverable shall include a summary of results in spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

- 1. Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
- 2. Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
- 3. Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b), and shall not be released until the Work is complete, inclusive of the warranty inspection.
- 4. Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District within fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
- 5. Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
- 6. Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT:	2021 Compliance Maintenance Annual Report (CMAR)
LOCATION:	N/A
REQUEST:	Resolution #22-08
UTILITY MANAGER RECOMMENDATION:	Recommend to the Common Council to approve Resolution #22-08. Compliance Maintenance Annual Report (CMAR) for reporting year 2021.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

**2021 COMPLIANCE MAINTENANCE ANNUAL REPORT
CMAR**

DATE STAFF REPORT CREATED:	June 22, 2022
CUSTOMER/PROJECT NAME:	Compliance Maintenance Annual Report (CMAR)
ISSUE/DESCRIPTION OF PROJECT:	Approve Resolution #22-08
DATE OF COMPLETENESS DETERMINATION:	Due by June 30, 2022
REQUESTED ACTION:	Recommend to the Common Council to approve Resolution #22-08. Compliance Maintenance Annual Report (CMAR) for reporting year 2021.
FISCAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A

RATIONAL:

The CMAR report needs to have the City of New Berlin Common Council approval annually by June 30th of the following year to be accepted by the Wisconsin Department of Natural Resources (WDNR) for 2021.

UTILITY MANAGER RECOMMENDATION:	See Executive Summary
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ATTACHMENTS:	UT Resolution #22-08 Resolution Accepting the Compliance Maintenance Annual Report for the City of New Berlin Wastewater Utility.
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STATE OF WISCONSIN

CITY OF NEW BERLIN

WAUKESHA COUNTY

RESOLUTION NO. 2022-08

**A RESOLUTION ACCEPTING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE
CITY OF NEW BERLIN WASTEWATER UTILITY**

WHEREAS, the City of New Berlin has fully completed and compiled the data for the 2021, Wastewater Utility Compliance Maintenance Annual Report per the State of Wisconsin Department of Natural Resources requirement, and;

WHEREAS, the City of New Berlin Common Council is required to approve this report and all of its contents as related to the City's Wastewater Utility.

NOW THEREFORE BE IT RESOLVED THAT, the City of New Berlin Common Council approves and accepts the Compliance Maintenance Report as related to the City's Wastewater Utility for the 2021 year.

Passed and adopted by the Common Council this 28th day of June, 2022

APPROVED:

David A. Ament, Mayor

Countersigned/Certified:

Rubina Medina, City Clerk

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 2021

Financial Management

1. Provider of Financial Information

Name:

John Sughroue

Telephone:

(262) 797-2448

(XXX) XXX-XXXX

E-Mail Address
(optional):

jsughroue@newberlin.org

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:

2021

● 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., CWF 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:

2021

● 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

\$ 4,099,498.00

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

\$ 4,099,498.00

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

+

\$ 62,182.00

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:

5/20/2022

2021

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

\$ 4,161,680.00

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?

\$ 464,942.00

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	Liftstation Upgrades	200000	2025
2	PPII Related Projects	2331317	2022
3	Westridge Lift Station	1450000	2022

5. Financial Management General Comments

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: 9

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 **2021**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	20,412	
February	21,671	
March	13,471	
April	18,983	
May	12,629	
June	13,069	
July	12,986	
August	12,417	
September	12,737	
October	12,202	
November	15,027	
December	17,762	
Total	183,366	0
Average	15,281	0

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:

6.2.2 Comments:

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

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 2021

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?	

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

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 2021

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:

1. Comply with the WPDES permit concerning sanitary sewer overflows.
 2. Minimize the occurrence of preventable overflows.
 3. Minimize the life cycle ownership costs of the collection system assets.
 4. Improve or maintain current level of service.
 5. Improve or maintain system reliability.
 6. Reduce the potential threat to human health from sewer overflows.
 7. Provide adequate capacity to convey peak flows.
 8. Manage infiltration and inflow.
 9. Protect collection system worker health and safety.
 10. Operate a continuous CMOM program.

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

3. Condition assessment program not yet created.
 4. Customer mail survey not completed.
 5. Root cause failure analysis not completed.
 7. Sanitary sewer system modeling not completed.

- ☒ 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

- ☒ Legal Authority [NR 210.23 (4) (c)]

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

City Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2009-06-01

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

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 2021

- ☒ 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:

0

☒ 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:

The City continues to flow monitor the majority of the sanitary sewer system.

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.

Cleaning	14	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	16	% of system/year

Manhole inspections

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 **2021**

	34	% of system/year
Lift station O&M	120	# per L.S./year
Manhole rehabilitation	3	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

3. Performance Indicators

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

21.46	Total actual amount of precipitation last year in inches
34.50	Annual average precipitation (for your location)
186.9	Miles of sanitary sewer
9	Number of lift stations
1	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
12	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.11	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.06	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

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

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:

5/20/2022

2021

5. Infiltration / Inflow (I/I)

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

☐ Yes

☒ No

If Yes, please describe:

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:

No change.

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

The City plans to continue planned inspection and maintenance activities to address I&I in the sanitary sewer system.

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

Compliance Maintenance Annual Report

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 **2021**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	-			
TOTALS			1	4
GRADE POINT AVERAGE (GPA) = 4.00				

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

New Berlin Sewage Collection System

Last Updated: Reporting For:
5/20/2022 2021

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of New Berlin

Date of Resolution or
Action Taken:

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):

Financial Management: Grade = A

Collection Systems: Grade = -

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

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