



Utility Committee MEETING AGENDA

September 26, 2023 - 4:45 PM
Council Chambers
3805 S. Casper Drive

Posted 9/20/2023

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. July 25, 2023 Utility Committee Meeting Minutes
4. **NEW BUSINESS**
 - A. UT 12-23 Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.
5. **OLD BUSINESS**
 - A. UT 10-23 Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.
6. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- 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.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly 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 in the above notice.



Utility Committee MEETING MINUTES

July 25, 2023 - 4:45 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL TO ORDER

Alderman Harenda called the meeting to order at 4:45PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Deputy Clerk took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Harenda, Commissioner Nissen Jr.,
Commissioner Anderson, Alderperson Kroupa

Staff Present: City Attorney Mark Blum, Utility Manager Jim Hart, Accounting Supervisor
John Sughroue and Deputy City Clerk Sherri Hanson

3. APPROVAL OF MINUTES

A. June 27, 2023, Utility Committee Meeting Minutes

MOTION : Motion to Approve

VOTE : Motion by: Alderperson Kroupa
Second by: Alderperson
Hopkins Motion 5-0

4. NEW BUSINESS

5. OLD BUSINESS

A. UT 10-23 Discussion and possible action that the Utility Committee considers
to approve or disapprove a sanitary sewer hook-up including applicable fees
associated with the connection.

MOTION : Motion to Approve the request based on the fact that the
applicant has shown a hardship and will follow the terms and
conditions as set forth per the letter dated July 11, 2023 and
the agreement prepared by the City Attorney and Utility
Manager

VOTE : Motion by: Alderperson Kroupa
Second by: Commissioner Nissen
Jr. Motion 5-0

6. ADJOURN

MOTION: Motion to Adjourn at 4:52PM

VOTE: Motion by: Alderperson Hopkins
Second by: Commissioner
Anderson Motion 5-0

*Respectfully Submitted,
Sherri L. Hanson, Deputy City Clerk*

STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Sanitary Sewer Main Connection Policy

LOCATION: City Wide

REQUEST:
To approve the Sanitary Sewer Main Connection policy.

UTILITY MANAGER RECOMMENDATION:

Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.

DETAILS IN ATTACHED STAFF REPORT

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

Sanitary Sewer Main Hook-up Policy

DATE STAFF REPORT CREATED: September 18, 2023

CUSTOMER/PROJECT NAME: Sanitary Sewer Main Connection Policy

ISSUE/DESCRIPTION OF PROJECT:

To approve the Sanitary Sewer Main Connection policy.

REQUESTED ACTION:

Recommend the Common Council to approve the Sanitary Sewer Main Connection Policy for properties experiencing a hardship situation and connection to the city sanitary sewer is the owners only viable option on the street adjacent to the side frontage of the property.

FISCAL IMPACT: None

SOURCE OF FUNDS: None

RATIONAL:

This policy will allow hardship cases to hook up to the city sanitary sewer if it exists on an adjacent side property line.

Attachments: Policy

City of New Berlin Utility Policy	TITLE: Sanitary Sewer Main Connection Policy
AUTHORIZATION DATE: _____	LAST UPDATE:
POLICY SOURCE: Utility Committee on behalf of Sewer Utility	SCOPE: Applies to all applications for sanitary sewer connections
Reviewed by City Attorney: Mark Blum on _____, 2023	Board/Commission Approval: Reviewed by Utility Committee and Common Council: _____, 2023

General

The City of New Berlin operates a sanitary sewer utility, which connects sewage within the City of New Berlin service area and conveys it to the Milwaukee Metropolitan Sewage District for transmission and treatment.

Scope & Application

The provisions of this Policy shall apply to all applications for sanitary sewer connections where the property is not on an existing sanitary sewer line.

Policy

1. Pursuant to Section 267-7 of the City of New Berlin Municipal Code, all buildings used for human habitation and located adjacent to a sanitary sewer main shall connect to the main within one year from the date of notice from the City Engineer or its designee that such sewer main has been installed and is available for service.
2. In determining whether a property is adjacent to a sanitary sewer main, the City has used the street address of each property to determine if the sewer main is adjacent to the property. Notwithstanding the foregoing, there are properties where there are buildings used for human habitation which have more than one street footage; typically because the property is located on a corner between two City streets. In those instances where the street address is on the street for which there is no sanitary sewer main, the City has not required or permitted connection despite the fact that there may be a main on the street adjacent to the side frontage of the property. The City recognizes that there may be a need from time to time for such corner lots to seek approval for connection to the City sanitary sewer system where the property has adjacent side frontage along a roadway which contains a sanitary sewer main. In such circumstances, the City will consider an application from the property owner if the property is able to reasonably establish to the satisfaction of the City Utility Committee and Common Council that it is experiencing a

hardship situation and thus, that connection to the City sanitary sewer system is the property owner's only viable option. In order to establish such hardship, the property owner shall supply written documentation to the City, including a statement from a licensed sewer contractor, that the current, private, on-site waste treatment system is not functional and cannot be repaired. Additionally, due to site conditions, such as site typography, natural features or proximity to other structures or lot lines, it is not reasonably possible to construct a new private, onsite waste treatment system to serve the property. The property owner must also supply confirmation from the Waukesha County Department of Health that the existing system has failed, is not repairable and they are not willing to approve the construction of a private, onsite waste treatment system to serve the property.

3. In those situations where the afore described hardship is deemed to exist, the City will agree to connect a private residential property to its sanitary sewer system, provided that the property owner pays a connection charge in accordance with Section 267-4 of the City Code, and that it abides by all requirements of the City Sewer Utility and State Building Code regarding the method of connection.
4. The agreement between the property owner and the City shall be approved by action of the Common Council.

This policy was reviewed and approved by action of the City of New Berlin Utility Committee on the ____ day of _____, 20__ as evidenced by their signatures hereon. Two signed originals of this policy have been generated. One original is maintained in the Mayor's Office, the second original is maintained in the City Clerk's Office. An electronic copy will be made available on the Employee Intranet. The policy may only be modified with the written approval of the President of the Utility Committee and the Utility Manager.

Kenneth Harenda, President
Utility Committee

Jim Hart, Utility Manager

STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: City Water and Sewer Hook-up

LOCATION: 16235 W. Hansen

REQUEST:

Approve the Emanuele residence to hook up to the City's municipal water and sewer system.

UTILITY MANAGER RECOMMENDATION:

Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.

DETAILS IN ATTACHED STAFF REPORT

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

Emanuale Water & Sewer Hook-up

DATE STAFF REPORT CREATED: September 18, 2023

CUSTOMER/PROJECT NAME: City water and sewer hook-up

ISSUE/DESCRIPTION OF PROJECT:

Approve the Emanuele residence to hook up to the City's municipal water and sewer system.

REQUESTED ACTION:

Recommend the Common Council approve the agreement between the Utility and John and Karen Emanuele to hook up to municipal water and sewer including applicable fees associated with these connections.

FISCAL IMPACT: None

SOURCE OF FUNDS: None

RATIONAL:

The homeowners have a failing septic system and have requested to connect to municipal services due to the county not allowing another septic system on their property. (See attached email.)



John Emanuele <johnbuck34.3@gmail.com>

FW: Customer request

1 message

Todd Stair <todd@herrcorp.com>

Mon, Jul 24, 2023 at 5:32 PM

To: John Emanuele <johnbuck34.3@gmail.com>

Skylar's response below:

From: Skylar Behm <sbehm@waukeshacounty.gov>**Sent:** Monday, July 24, 2023 2:46 PM**To:** Todd Stair <todd@herrcorp.com>**Subject:** RE: Customer request

Todd,

Waukesha County Code **requires** a property to be connected to sewer, if available, when there is an existing failing private septic system. Below is a screenshot of the relevant section of County Code:

Sec. 14-584 Public Sewer Connection.

Every building intended for human habitation or occupancy, for which public sewer is deemed available, shall be connected to the public sewer by means of individual connections or private interceptor mains. The local municipality, sanitary or utility district having jurisdiction, shall make a determination regarding sewer availability. Existing failing private sewage systems as defined in 145.245 Wisconsin Statutes shall be ordered to connect to public sewer if deemed available by the local municipality.

I do recall talking to Emanuele and explaining this section of code (to clarify, it is not a preference, it is a code requirement). Hopefully this email/code reference suits his needs. Please let me know if not!

Thank you and have a great day,



Skylar Behm

Environmental Health Supervisor

Department of Parks and Land Use

Phone: 262.896.8300

www.waukeshacounty.gov

John Grand

16235 W Hansen Dr.

**SANITARY SEWER
CONNECTION AGREEMENT**

Document Number

Title of Document

The property affected by this Agreement is legally described as follows:

Lot 4 in Block 8 in Top-O-Hill Addition, being a subdivision of part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Town 8 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin.

Property Address: 16235 West Hansen Drive
New Berlin, WI 53151

Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum
PO Box 766
Waukesha, WI 53187-0766

NBC 1212 165

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum,
Schmitzer & Fabian, S.C.
720 Clinton St., PO Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
Email: mblum@hrblawfirm.com

SANITARY SEWER AND WATER CONNECTION AGREEMENT

This Sanitary Sewer and Water Connection Agreement is made and entered into this ____ day of _____ 2023 by and between JOHN EMANUELE and KAREN EMANUELE (hereinafter referred to as "Property Owner") and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the "City").

WHEREAS, Property Owner is the owner of property located at 16235 West Hansen Drive in the City of Berlin, Waukesha County, Wisconsin, 53151 (hereinafter referred to as the "Property"); and

WHEREAS, said Property is at the intersection of Top-O-Hill Drive and Hansen Drive; and

WHEREAS, the Property is served by a private, on-site waste treatment system which has failed; and

WHEREAS, despite the fact the Property does not have frontage on a roadway with City sewer service, a City sanitary sewer main does run adjacent to the side frontage of the Property along Top-O-Hill Drive; and

WHEREAS, the Property Owner seeks approval from the City to connect the Property to the City of New Berlin Sanitary Sewer System; and

WHEREAS, the City acknowledges that the Property Owner is facing a hardship given the inability to be able to construct a new private, on-site waste treatment system within the rules for Waukesha County and therefore, the City is desirous of providing such sanitary sewer service under the terms and conditions set forth in this Agreement.

WHEREAS, the Property is current served by a private well; however, a City of New Berlin water main is available in the public right-of-way on Top-O-Hill Drive; and

WHEREAS, the Property Owner is desirous of connecting to the City water main concurrent with the connection to the City sanitary sewer main; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The recitals set forth above are incorporated herein as part of this Agreement.
2. The Property Owner seeks approval from the City to connect to the City sanitary sewer system, as well as the City water system, and the City agrees to allow for such connection under the terms and conditions set forth herein.
3. The Property Owner will connect to the City sanitary sewer system and the City's water main in accordance with the requirements of the City of New Berlin Sewer and Water Utilities, the State of Wisconsin Plumbing Code and the requirements of the State of Wisconsin Public Service Commission ("PSC").

4. The Property Owner agrees to abide by the terms of the New Berlin Municipal Code Section 267, as well as the City of New Berlin Rate Tariff with the PSC and all rates approved by the PSC, as well as other assessments as may be charged from time to time as approved by the PSC.
5. The Property Owner agrees to abide by the terms of New Berlin Municipal Code Section 267-3 and will pay sanitary sewer rates and charges as determined by the City and/or such other charges as are imposed by the Milwaukee Metropolitan Sewage District, which include a service charge, user charge and a connection charge.
6. The Property Owner agrees to comply with all rules of the City of New Berlin Sewer Utility and the Milwaukee Metropolitan Sewage District with regard to the use of the City of New Berlin sewer system and the Milwaukee Metropolitan Sewage District.
7. The Property Owner agrees to comply with all rules of the City of New Berlin Water Utility and the PSC with regard to the use of the City of New Berlin water system.
8. The Property Owner acknowledges that the cost for the installation of the sanitary sewer main that currently exists in the Top-O-Hill right-of-way was constructed during the 1970s and a special assessment was levied against all properties with addresses along Top-O-Hill Drive on a front foot basis. The Property Owner agrees to pay a one-time connection charge to reimburse the New Berlin Sanitary Utility for the construction of the sanitary sewer main to which it is connecting and the carrying costs for that construction in a total amount of \$6,000.00.
9. The Property Owner acknowledges that the cost for the installation of the water main that currently exists in the Top-O-Hill right-of-way was constructed during the 1970s and a special assessment was levied against all properties with addresses along Top-O-Hill Drive on a front foot basis. The Property Owner agrees to pay a one-time connection charge to reimburse the New Berlin Water Utility for the construction of the water main to which it is connecting and the carrying costs for that construction in a total amount of \$2,600.00.
10. Property Owner and the City agree these costs will be paid for on an installment basis, with the initial payment being due October 31, 2024 and on the same date of each year thereafter for a total of 8 years with an interest rate of 5.3%. Said repayment amortization is attached and needs the approval of the Common Council.
11. The Property Owner agrees to enter into a note and mortgage in favor of the City of New Berlin in a form acceptable to the city contemporaneous with the execution of this Agreement. There shall be no prepayment penalty on the payment of this note.
12. The Property Owner agrees to abandon its current well in accordance with the requirements set forth in New Berlin Municipal Code Section 267-9, and to have that abandonment inspected and approved by the City. The Property Owner acknowledges that upon connection to the City water service, they are prohibited from disconnecting from the municipal water service and returning to private well use at a later date pursuant to New Berlin Municipal Code Section 267-9(c)(6).
13. The Property Owner acknowledges that they are required to follow all Utility Service Standards established under New Berlin Municipal Code Section 267, together with any requirements established by the Wisconsin Plumbing Code and PSC. The Property Owner further agrees to install all measures as required by the City to prevent cross-connection. The Property Owner agrees to allow for inspections of their connection to the City water system to ensure that cross-

connection has not occurred, which inspections are as provided for under New Berlin Municipal Code Section 267-8(c).

14. The Property Owner agrees to install the sanitary sewer lateral in a manner that prevents storm water from entering the City sanitary sewer system as required under Section 267-14 of the City Code.
15. Upon payment of the connection fees referenced above, the City will approve the connection to the City sanitary sewer system and the City water main.
16. The Property Owner will provide the City with plans identifying the manner in which it intends to connect to the City sanitary sewer system, as well as plans for connection to the City water system, which plans must be approved by the City Engineer and the City Utility Manager before construction will be permitted to begin. The Property Owner further acknowledges the City will require a Road Cut Permit to allow for the construction within the City right-of-way and that the Road Cut Permit includes the requirements of the posting of a surety in the amount of \$5,000.00 to cover any expenses which may be incurred by the City to repair damage caused by the Property Owner or its contractor in working on/in the City right-of-way, which surety shall be in a form satisfactory to the City. Said surety will remain in effect until the conclusion of the City's moratorium on construction within its right-of-way due to the repaving of Top-O-Hill Drive in 2022. Assuming there is no damage for which the City may make a claim under this surety, the surety will be released by September 1, 2027. The Property Owner acknowledges that the existence of the surety does not mean that the Property Owner's sole obligation to the City in the event of damage would be limited to the amount of the surety and, in fact, the Property Owner agrees to hold the City harmless against any damages, claims or expenses which the City may incur as a result of the work performed in the City right-of-way by the Property Owner and/or its contractor.
17. The Property Owner acknowledges that the requirements for making the road cut into Top-O-Hill Dr. will be established by the City Engineer and that the Property Owner will ensure that their contractor will follow all such conditions.
18. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.
19. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
20. This Agreement may be signed in counterparts, each counterpart of which will be collectively considered the original.

[Signature Page To Follow]

PROPERTY OWNER:

John Emanuele

PROPERTY OWNER:

Karen Emanuele

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2023, the above-named John Emanuele and Karen Emanuele to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

CITY:
City of New Berlin

CITY:
City of New Berlin

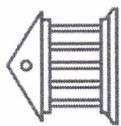
By: _____
David Ament, Mayor

By: _____
Jim Hart, Utility Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2023, the above-named David Ament and Jim Hart to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name
Notary Public, State of Wisconsin
My Commission is permanent/expires: _____



Loan Amortization Schedule

Enter Values

Loan amount	\$8,600.00
Annual interest rate	5.30%
Loan period in years	8
Number of payments per year	1
Start date of loan	10/31/2023

Assessment Summary

Scheduled payment	\$1,346.79
Scheduled number of payments	8
Actual number of payments	9
Total early payments	\$0.00
Total interest	\$2,174.32

Optional extra payments

\$0.00

MUNICIPALITY

City of New Belrin

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/31/2024	\$8,600.00	\$1,346.79	\$0.00	\$1,346.79	\$890.99	\$455.80	\$7,709.01	\$455.80
2	10/31/2025	\$7,709.01	\$1,346.79	\$0.00	\$1,346.79	\$938.21	\$408.58	\$6,770.80	\$864.38
3	10/31/2026	\$6,770.80	\$1,346.79	\$0.00	\$1,346.79	\$987.94	\$358.85	\$5,782.86	\$1,223.23
4	10/31/2027	\$5,782.86	\$1,346.79	\$0.00	\$1,346.79	\$1,040.30	\$306.49	\$4,742.56	\$1,529.72
5	10/31/2028	\$4,742.56	\$1,346.79	\$0.00	\$1,346.79	\$1,095.43	\$251.36	\$3,647.12	\$1,781.08
6	10/31/2029	\$3,647.12	\$1,346.79	\$0.00	\$1,346.79	\$1,153.49	\$193.30	\$2,493.63	\$1,974.37
7	10/31/2030	\$2,493.63	\$1,346.79	\$0.00	\$1,346.79	\$1,214.63	\$132.16	\$1,279.00	\$2,106.54
8	10/31/2031	\$1,279.00	\$1,346.79	\$0.00	\$1,279.00	\$1,211.22	\$67.79	\$0.00	\$2,174.32