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2) You can watch the meeting via the zoom app. Go to the following link to download and watch via the zoom app: <https://us02web.zoom.us/j/83351915085?pwd=Q012dXlJdzc0ZCtKemFuUnE2WVRZQT09> You will be asked to download and install the zoom app on your computer or phone and provide your name and email address. **-OR-**

3) You can listen to the meeting over the phone by calling one of the following numbers:

1-929-205-6099, 1-301-715-8592, 1-253-215-8782, 1-346-248-7799, 1-699-900-6833, 1-312-626-6799

You will be asked to enter in a meeting ID of: **833 5191 5085**, then push #

You may be asked for a participate ID, do not put in a number, just hit #

You will be asked to enter in a password of **686540**, then #

AGENDA

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting.

MEETING NOTICE

BOARD OF PUBLIC WORKS

Meeting Documents

Monday, January 31, 2022 - 5:15 p.m.

Council Chamber, New London Municipal Building

1. Call meeting to order, Adopt Agenda
2. Public Input
3. Wastewater Treatment Plant Updates
4. Consider a request to consider a city wide residential solid waste collection contract
5. Approve a contract with DTAK for brush disposal
6. Review an agreement with McMahon Associates for general engineering services
7. Director's Report
8. Future Agenda Items
 - a. Second Public Hearing for CDBG- Street Projects (Avon/Lima/Lyons Streets)
 - b. One-year review of Municipal Code 9.49 All-Terrain/Utility Vehicle (March or April)
9. Adjournment

**Mike Barrington, Chairman
Board of Public Works**

Agenda items are listed so as to accurately describe the actions or issue being considered instead of simply the document listing title or the parties to a contract. This is done as such titles or a list of parties to a contract conveys insufficient information to the public on whether a topic or project they are interested in is being considered. It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the American with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcript) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Coordinator Chad Hoerth by telephone through: (Relay Wisconsin) – or 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

Memorandum

To: Board of Public Works
From: Chad Hoerth, City Administrator
Date: January 27th, 2022
Re: January 31st, 2022 Board of Public Works Meeting

Wastewater Treatment Plant Updates- Ben's reports are provided in your packet.

Consider a request to consider a city wide residential solid waste collection contract- in your packet you will find a letter from David Pinno making a request that the City consider a City-wide solid waste collection contract. Mr. Pinno references in his request that the City of Waupaca recently completed an RFP process for a city-wide contract. This topic has been referenced in previous committee meetings and we thought with Mr. Pinno's request it would be a good time to have a formal discussion on the topic.

Moving forward with this proposal would change the way a residential property pays for garbage collection. The city would contract out with a single organization for solid waste collection, instead of residents finding and paying directly for their own service. This would not affect commercial properties or multifamily residential units (typically 5 units or more); those property owners would still need to take care of solid waste collection needs on their own. I've seen different ways a municipality has charged their residents for garbage collection services:

- A. Included as a city expense and lumped in on the general tax bill
- B. As a special assessment or special fee on the bottom of your tax bill (still added to your overall tax bill but shown separately as a special fee)
- C. As a cost itemized and included on a utility bill

There could be other ways municipalities charge for this service as well. I also spent some time thinking of "pros and cons" for the group to consider and have listed those below, but did not label them as a "pro or con" as everyone has different opinions on what a pro or con could be:

- Putting out an "RFP" (Request for Proposals) may lower the cost of service from the provider as it would be a competitive process for collection vendors to provide quotes.
- Could ensure everyone has garbage collection service and may deter some from piling up garbage as they may not want to pay for the service.
- It could reduce the issues we see with people dropping off residential garbage in park garbage cans and park dumpsters (as we assume they don't want to pay for the service).
- This would be an additional service for the city to manage that we currently do not. Which employee is going to be assigned the needs of new service requests, billing

changes, communications with the contractor, and complaints. A fee could be included in the cost for the service to finance administrative costs (for example, if a new employee is hired to manage this service, those expenses could be included and charged as part of the fee for running the service).

- The city could ask in the RFP to include one or two days in the year for a “large item pick up day”. When I lived in my last community, the city’s contract had a large item pick up day that residents could place large items on the curb for pick up (pretty much anything you wanted except things like hazardous waste, appliances, massive amounts of construction materials, etc.) Most of the items were couches, tables/chairs, mattresses, etc.
- The question will come up if people can “opt out”. This creates challenges as who would be eligible to opt out and what criteria would be allowed (if any)?
- If someone doesn’t pay their bill, the city would need to deal with collection issues. Does the state’s moratorium on utility bills include this?
- Mr. Pinno references in his letter that some people may be eligible for financial assistance if this service cost is on the city’s “utility bill”. At this time I can not comment if that is true or false.

In in this packet I have included a copy of a news article I found on the new service in Waupaca:

Sited: <https://waupacanow.com/2022/01/11/waupaca-council-oks-new-trash-fees/>

And also have included a memo from Public Work Director, Justin Berrens to the Waupaca City council regarding the service:

Sited: <https://www.cityofwaupaca.org/wp-content/uploads/2021/09/updated-garbage-and-recycling-memo-to-council.pdf>

At this meeting you could make a decision to table the issue; to direct staff to research some specific questions; determine that you do not want to change the way solid waste is collected at this time; or any other option you would like to consider.

Approve a contract with DTAK for brush disposal- Included in your packet is an agreement with DTAK for brush disposal services. I’m recommending to consider the agreement for another year.

Review an agreement with McMahon Associates for general engineering services- also in your packet is an agreement for general engineering services with McMahon. This would include any small things we need a quick engineer to review or provide service on. Any larger projects (like an organized street project, or building project) a separate proposal would be created to specify the details of that project and include an itemized fee for that service.

Director’s Report:

- Service Anniversary Report:
 - Don Goodreau (Street operator) completed 16 years of service with the city on December 5th, 2021.
 - No other service anniversaries to report on for the month of January.

- Survey and design work continues for the street improvement projects on Lyons, Lima and Avon. I anticipate bid documents being advertised in the next month or so.
- Our 2024 Downtown Reconstruction - Public Involvement Planning group continues to meet. Last Friday we invited reps from the City of Waupaca to come and provide input on their downtown reconstruction project they just completed this past fall. They provided some great ideas and insight for our group to consider. As we move forward I anticipate the group researching different aspects and providing recommendations for the Board of Public Works to consider.

January 31st Board of Public Works Meeting

Wastewater Notes

On January 7th we had our annual DNR inspection of the wastewater facility by our Basin Engineer Roy VanGheem. I have attached his report to these notes. We went over the upcoming permit renewal which we should receive in March. The DNR is short staffed and a little behind on things so the permit drafter has not been able to crunch all of the numbers yet. I will hopefully have all of the information by the April Board of Public Works meeting.

On January 19th The DNR stopped by to do the tri-annual laboratory audit. Overall we did well however there were some minor changes adapted by the DNR in March of 2021 that I was unaware of so we were informed of these deficiencies which I was able to fix right away. I am still waiting for the official results of the audit which I should receive in the next 30 days.

January 25th I submitted the 2021 Sludge Application report to the DNR. This report covers all of the sludge we disposed of and what fields it went on. Overall in 2021 the treatment facility generated 6,468,441 gallons of sludge. We took in 726,400 gallons of sludge from Omro Wastewater while they determine a long term solution to their own disposal needs. We also took in 2,307,925 gallons of septic waste. Between the spring and fall sludge applications we disposed of 506 metric tons of sludge which is great seeing the three prior years were very wet and our ability to dispose of sludge was limited.

Revenue generated in 2021 of hauled in waste such as holding tanks, septic tanks and Omro sludge equaled \$155,425.65. We are still not

able to accept grease trap waste due to the failing water supply system at the plant. From the septic operators I have talked to the facility could potentially increase our annual revenues another \$30,000 to \$50,000. In 2020 we looked into repairing/reconfiguring the water supply to fix the water deficiencies however the cost at the time was almost \$500,000.

Whenever it is warm enough I would like to have the Board of Public Works do another tour of the wastewater facility to go over future needs and how the new permit drafted by the DNR will impact the decisions we will need to make to keep the facility in compliance.

January 25th I submitted my Proficiency Testing results to the State Lab of Hygiene. These annual tests ensure that the laboratory is producing quality data that is reported to the DNR for permit compliance. I should find out the results mid-February.

The digester and high strength receiving station coatings have been reapplied and passed inspection. Both digesters were placed back into service on January first. There are a couple bugs that need to be worked out but overall almost everything is working as designed. August Winter is in the process of fixing the deficiencies regarding the methane waste gas burner, dust in the HVAC system and electrical panels. Hopefully the 2019 Digester Improvement Project will be closed out by the end of February.

I am getting a bid request together for the 2022 sewer cleaning and televising contract which I hope to submit mid-February.

Effluent								
Month	Flow	BOD		TSS		Phos.		Fecal Coliform
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs	
Jan	0.7694	1	4	3	20	0.3	1.8	
Feb								
Mar								
April								
May								
June								
July								
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	0.7694	1	4	3	20	0.3	1.8	
Max	0.7694	1	4	3	20	0.3	1.8	0
Min	0.7694	1	4	3	20	0.3	1.8	0
Limit:		25		30		1.0		400

Utility								
Month	Super-natent	Methane Used	Methane Flared	Natural Gas	City Water	Ferric	Rain	Electricity
	gal	ft ³	ft ³	ft ³	gal	gal	in	
Jan	7953	10,492	3	4020	928	58	0.42	
Feb								
Mar								
April								
May								
June								
July								
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	7953	10,492	3	4020	928	58	0.42	
Max	7953	10,492	3	4020	928	58	0.42	0
Min	7953	10,492	3	4020	928	58	0.42	0

Wohlt Cheese

Month	Flow	BOD		TSS		Phos.	
	gals	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	9400	913	68	702	56	33.1	2.6
Feb							
Mar							
April							
May							
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	9400	913	68	702	56	33.1	2.6
Max	9400	913	68	702	56	33.1	2.6
Min	9400	913	68	702	56	33.1	2.6

Influent							
Month	Flow	BOD		TSS		Phos.	
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	0.6819	281	1669	379	2214	7.1	41.6
Feb							
Mar							
April							
May							
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	0.6819	281	1669	379	2214	7.1	41.6
Max	0.6819	281	1669	379	2214	7.1	41.6
Min	0.6819	281	1669	379	2214	7.1	41.6

Hauled Waste			
Month	Holding	Septic	HSW
	Total gals	Total gals	Total gals
Jan	553,100	25,750	44,100
Feb			
Mar			
April			
May			
June			
July			
Aug			
Sept			
Oct			
Nov			
Dec			
Total:	553,100	25,750	44,100
\$/gal	0.00875	0.02000	0.03000
Total:	\$4,839.63	\$515.00	\$1,323.00

Ammonia	
Month	mg/L
Jan	0.12
Feb	
Mar	
April	
May	
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	

Mercury		
Quarterly	Inf	Eff
	ug/L	ug/L
Jan		
Feb		
Mar		
April		
May		
June		
July		
Aug		
Sept		
Oct		
Nov		
Dec		
Max	0.00	0.00
Min	0.00	0.00
Limit:		1.30

Whole Effluent Toxicity	
Date:	Pass/Fail

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Northeast Region Headquarters
2984 Shawano Avenue
Green Bay, WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone (920) 662-5100
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 11, 2022

Mark Herter
Mayor
City of New London
215 N. Shawano St.
New London, WI 54961

SUBJECT: Wastewater Facility Inspection
WPDES Permit No: WI-0024929-09-0
Inspection Date: 01/07/2022

Dear Mr. Herter,

A compliance inspection of the New London Wastewater Treatment Facility was performed on 01/07/2022. The purpose of the inspection was to determine compliance with the conditions of the WPDES permit and review wastewater operations and management activities at the plant. Findings and recommendations are found in the attached report. Please take the time to read it carefully.

After completion of the compliance inspection and the review of the database files:

The inspection revealed that the New London Wastewater Treatment Facility was in substantial compliance with the effluent limits and all terms and conditions of the permit.

I want to thank Ben Greuel for the time and cooperation in the performance of this inspection. If you have any questions regarding the report, feel free to call me at (920) 662-5191 or e-mail me at Roy.VanGheem@wisconsin.gov.

Sincerely,
Roy Van Gheem
Roy Van Gheem
Wastewater Engineer

Wastewater Treatment Plant Compliance/Inspection Checklist

New London Wastewater Treatment Facility
215 N. Shawano St. New London, WI 54961

OIC Name BEN J GREUEL

On-Site Representative

Responsible Official

WPDES Permit # 0024929-09-0

Design Flow (Avg) 2.000

Mark Herter 215 N. Shawano St. New London, WI 54961

Inspection Date

Evaluated By

Effective Date

Expiration Date

1/7/2022

Roy Van Gheem

4/1/2017

3/31/2022

Part A: ON-SITE INSPECTION

Compliance Questions	Comments	Followup
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Facility Site Review

Yes	1. Is a schematic diagram available of the treatment plant? If yes, attach.	<p>The City of New London, straddling the Outagamie/Waupaca County line, owns and operates an advanced secondary wastewater treatment facility (WWTF), designed for an annual average flow of 2.0 MGD. The treatment facilities include preliminary treatment with grit removal and fine-screening, primary clarification, biological treatment with trickling filters followed by activated sludge and final clarification, phosphorus removal by chemical precipitation, and seasonal disinfection with ultraviolet radiation. Treated effluent is discharged to the Wolf River via Outfall 001. Waste sludge is thickened in a gravity thickener then treated in anaerobic digesters. Digested sludge is stored onsite in a 3-million-gallon tank prior to land application to agricultural fields.</p> <p>In 2020 a high strength waste receiving station was added to divert septic and high strength wastes directly to anaerobic digestion instead of running through the rest of the treatment train.</p> <p>Linear motion mixers replaced the Perth mixing system in the digesters.</p>	
Yes	2. Are all liquid treatment train unit operations and processes operating satisfactorily?	The facility was operating in a satisfactory manner at the time of inspection.	

Subclass A1: Biological Treatment - Suspended Growth Process

Yes	A1-1. Does the appearance of the aeration basin look good?	The basins have a good color and no foaming.	
Yes	A1-2. Does the aeration pattern show that all diffusers are working?	There is an even pattern throughout the basin.	
Yes	A1-3. Is the dissolved oxygen level adequate?	Dissolved oxygen levels average approximately 8mg/l. The high dissolved oxygen level is a result of the blowers being too large for the facility's current needs.	
Yes	A1-4. Is the MLSS level optimum, resulting in a good F/M ratio?	The MLSS target concentration is between 2000 and 2500 mg/l.	
Yes	A1-5. Is the 30 minute settling test and resultant SVI good?	The SVI results range between 80 to 120.	
Yes	A1-6. Do the bugs look good?	Staff perform microscopic examination of the mixed liquor a minimum of once per month and more if needed.	
Yes	A1-7. Is sludge wasted regularly to maintain an optimum and consistent sludge age?	Sludge is wasted continuously and checked as part of process-control. Approximately 25,000 to 30,000 gallons are wasted per day.	
Yes	A1-8. Are all blowers or mechanical aerators operational and on a regular maintenance schedule?	Blower maintenance is scheduled regularly with the use of a computerized maintenance program.	
Yes	A1-9. Has the aeration basin been emptied, inspected and cleaned within the last five years, including diffusers?	The aeration basins are emptied, inspected, and cleaned on a five-year schedule.	
Yes	A1-10. Are there safety flotation devices on the railings?		

Subclass A2: Biological Treatment - Attached Growth Process

Yes	A2-1. Does the appearance of the biological growth on the media look healthy?		
Yes	A2-2. For trickling filters and biotowers, is the center distribution column free of leakage?	All equipment is on a preventive maintenance schedule. Equipment maintenance is scheduled regularly with the use of a computerized maintenance program.	
Yes	A2-3. For trickling filters and biotowers, are all orifices of the distribution arms open and distributing wastewater evenly across the surface?	The distribution arms deliver the wastewater evenly across the surface.	
N/E	A2-4. For trickling filters with rock media, is the filter surface free of ponding?	The rock media trickling filter is not operating at this time because the capacity is not currently needed.	
N/A	A2-5. For RBC's, are rotations even with no loping observed?	There are no RBCs at this facility.	
N/A	A2-6. For RBC's that are air driven, is the air being supplied uniformly in the basin?		
N/A	A2-7. For RBC's, are the RBC basins periodically drained and cleaned of accumulating solids, grit, snails, etc.?	No RBCs	
N/A	A2-8. For RBC's that provide nitrification, do the final RBC stages look like they are nitrifying?		
N/A	A2-9. For RBC's with load cells, are the shaft weights being regularly checked and recorded?	No RBCs	

Subclass B: Solids Separation

Yes	B-1. Are clarifier surfaces free of floating sludge, grease and gas bubbles?	The surface of clarifiers is clear of solids, grease, pin-floc, and gas bubbles.	
Yes	B-2. Does the operator measure and record clarifier sludge blankets on a regular basis?	The sludge blanket is checked daily and the solids depth in the primary clarifiers averages less than two feet while the final clarifiers have a sludge blanket around one foot.	
Yes	B-3. Is the effluent flow over the entire length of the weirs?	The flow is evenly distributed over the clarifier weirs.	
N/A	B-4. If the clarifier is rectangular, are the flights and chains in sound shape and working correctly?		
Yes	B-5. If the clarifier is circular, do the surface skimmer and subsurface sludge scraper mechanism appear to be working well?	Surface skimmers and scum-beaches are clean and operational.	
Yes	B-6. Are the clarifier(s) drained, cleaned, and inspected on a regular basis?	Clarifiers are drained and inspected once per year.	

Subclass D: Disinfection

N/A	D-1. Is the chlorine contact tank cleaned regularly and absent of surface gas bubbles or floating clumps of sludge?	Disinfection is accomplished using ultraviolet light.	
N/A	D-2. Is chlorine (gas or liquid) adequately and completely mixed into the contact basin?	The facility uses UV disinfection.	
N/A	D-3. If using chlorine gas, does the storage room meet all safety requirements?	No chlorine gas.	
N/E	D-4. Are uv lamps submerged in the effluent channel?	The UV lamps have been removed for the winter season when disinfection is not required.	
Yes	D-5. Do uv sleeves need to be cleaned regularly to maintain disinfection efficiency?	The UV disinfection system is cleaned automatically.	
N/A	D-6. Are residual chlorine samples tested within 15 minutes of collecting the sample?		

Subclass P: Biological Nutrient Removal (Phosphorus)

N/A	P-1. Does the plant utilize in-line monitoring (ORP? dissolved oxygen) for monitoring anoxic, anaerobic and aerobic conditions?	The facility does not use biological phosphorus removal. Starting in October of 2021, the effluent from the final clarifiers is monitored with a phosphorus analyzer which controls the ferric chloride dosing pumps.	
Yes	P-2. Does the plant monitor ortho-P across treatment units?	The staff monitors ortho-P to assist with process trouble shooting.	

Yes	P-3. Are side streams monitored for phosphorus?	Side streams are tested as needed.	
N/A	P-4. Are detention times in anoxic and anaerobic selector tanks short enough to achieve good phosphorus removal?	The facility does not use anoxic selectors to aid biological phosphorus removal.	
N/A	P-5. Are process conditions optimized for BPR?		
No	3. Are there any unique treatment units, processes or operations in the liquid treatment train? If yes, comment.		
Yes	4. Is effluent being discharged clear, free of floating solids or visible foam other than in trace amounts?	The effluent was clear and looked good at the time of inspection. The water being discharged was clear, free of floating solids and has no visible foam.	

Flow Measurement

Yes	5. Is wastewater flow, influent and/or effluent, being accurately measured?	B&M Technical Services calibrates the meters annually.	
Yes	6. Are flow monitoring devices calibrated annually?	The flow meters were last calibrated on 5/14/21.	
No	7. Are there significant industrial/commercial contributors of wastewater to the plant? If yes, list in comments.	Wohlt Creamery LLC. - Cheese cutting involving cheese waste and high alkalinity cleaners. Amcor - Intermittent discharge of cooling water - 55,000 gallons per day.	

Sampling and Testing

Yes	8. Are wastewater influent, effluent, biosolids and groundwater samples, as applicable, being collected and tested as required by the WPDES permit?	Sampling/testing is being completed in accordance with the permit.	
Yes	9. Are wastewater composite samplers being maintained at or less than 6C?	The influent composite sampler was at 1.9 C and the effluent composite sampler was at 2.9 C.	
Yes	10. Are sampling logs being used to record sample days, times, temperatures and collector?	The sampling logs contain the necessary information.	
No	11. Were samples collected as part of this inspection? If yes, include state lab results.		

Operations and Maintenance

Yes	12. Is the Operator-in-Charge certified at the proper grade(s)?	Plant Certification Advanced - A1, A2, B, C, D, P, L – Basic SS The current Operator-In-Charge is certified at the appropriate level and subclasses to operate this plant. Ben J. Greuel (Cert # 25330) has advanced level certification in Subclasses A1, A2, B, C, D, L, and P – Basic SS and (OIT) - A4.	
Yes	13. Is the treatment works and disposal system being properly operated and maintained, when in operation?	Facility is exceptionally operated, maintained, and managed.	
Yes	14. Are process control tests being performed and recorded to properly operate and maintain the plant?	The operator performs SVI, MLSS, DO, TSS, etc.	
Yes	15. Does the plant have a documented and implemented preventative maintenance program for major equipment?	Preventative Maintenance duties are computer generated and are in accordance with the original O&M manuals.	
N/A	16. Is the permittee following the requirements contained in any approved management plan?	A management plan is not required by the current permit.	

Biosolids Treatment, Handling and Storage

Yes	17. Are all unit operations and processes for biosolids/sludge treatment and storage operating satisfactorily?	All solids treatment units were in good condition and operating satisfactorily at the time of inspection.	
Yes	18. Are there any unique treatment units, processes or operations in the solids treatment train? If yes, comment.	The anaerobic digestors are mixed with linear motion mixers.	

Yes	19. Are biosolids/solids meeting all applicable sludge quality standards and processes standards before disposal or distribution?	Class B digested sludge meets all land application requirements.	
Yes	20. Are biosolids/solids being landspread meeting all NR 204 or NR 214 landspreading requirements?	All NR 204 limitations, guidelines, conditions, and requirements are satisfied.	
Yes	21. Are all biosolids/solids and land application reports completed and submitted on time?	Land Application Monitoring Forms (Form 3400-49), Annual Land Application Reports (Form 3400-55), and Other Methods of Use/Disposal Reports (Form 3400-52) are completed and submitted in substantial compliance with the terms and conditions of the permit.	

Part B: PERMIT AND REPORTING REQUIREMENTS

Permit			
Yes	22. Is a copy of the current WPDES permit kept at the treatment plant?		
Yes	23. Was the WPDES permit reviewed with the operator-in-charge?	The WPDES permit, CMAR, CMOM and other documents were reviewed.	

Records/Reports			
Yes	24. Are all Discharge Monitoring Reports completed correctly and submitted on time?	DMRs are completed and submitted in substantial compliance with the permit.	
Yes	25. Are all other WPDES permit required reports completed correctly and submitted on time?	WPDES permit required reports have been completed and submitted in accordance with the permit.	
No	26. Were there any CMAR compliance recommendations made or actions required because of low CMAR grades (C, D or F)?	There were no actions required due to low grades.	
No	27. Were there any CMAR follow-up actions regardless of grades?	The facility has not had a grade below an A for 12 years.	

Compliance Schedules			
Yes	28. Is the permittee up to date on required actions as specified in the Schedule of Compliance?	The facility completed its Mercury Pollutant Minimization Program Plan in 2021.	

Sanitary Sewer Overflows			
No	29. Have any sanitary sewer overflows occurred since the last inspections?	There have not been any SSOs since the last inspection.	
No	30. Have SSOs been reported as required?		
Yes	31. Does the facility have a documented collection system O&M or CMOM program?		

Part C: EFFLUENT / RECEIVING WATERS

Effluent Limits			
Yes	32. Is the permittee in compliance with all effluent limits based on a review of discharge monitoring reports?	The permittee is in substantial compliance with effluent limits.	
N/A	33. Is the permittee in compliance with all groundwater standards based on a review of groundwater monitoring forms?	Groundwater monitoring is not required by the permit at this time.	

Outfalls			
Yes	34. Have you physically observed the effluent outfall?	Effluent quality was good, and no abnormal appearance was noted at the outfall.	
Yes	35. If observable, does the outfall structure appear structurally sound and located as originally designed/constructed?	The outfall structure appeared to be in good condition.	

Receiving Waters

Yes	36. Does the receiving water below the outfall appear acceptable compared to upstream water quality?	The effluent looked good and the receiving water above and below the outfall were of equal quality.	
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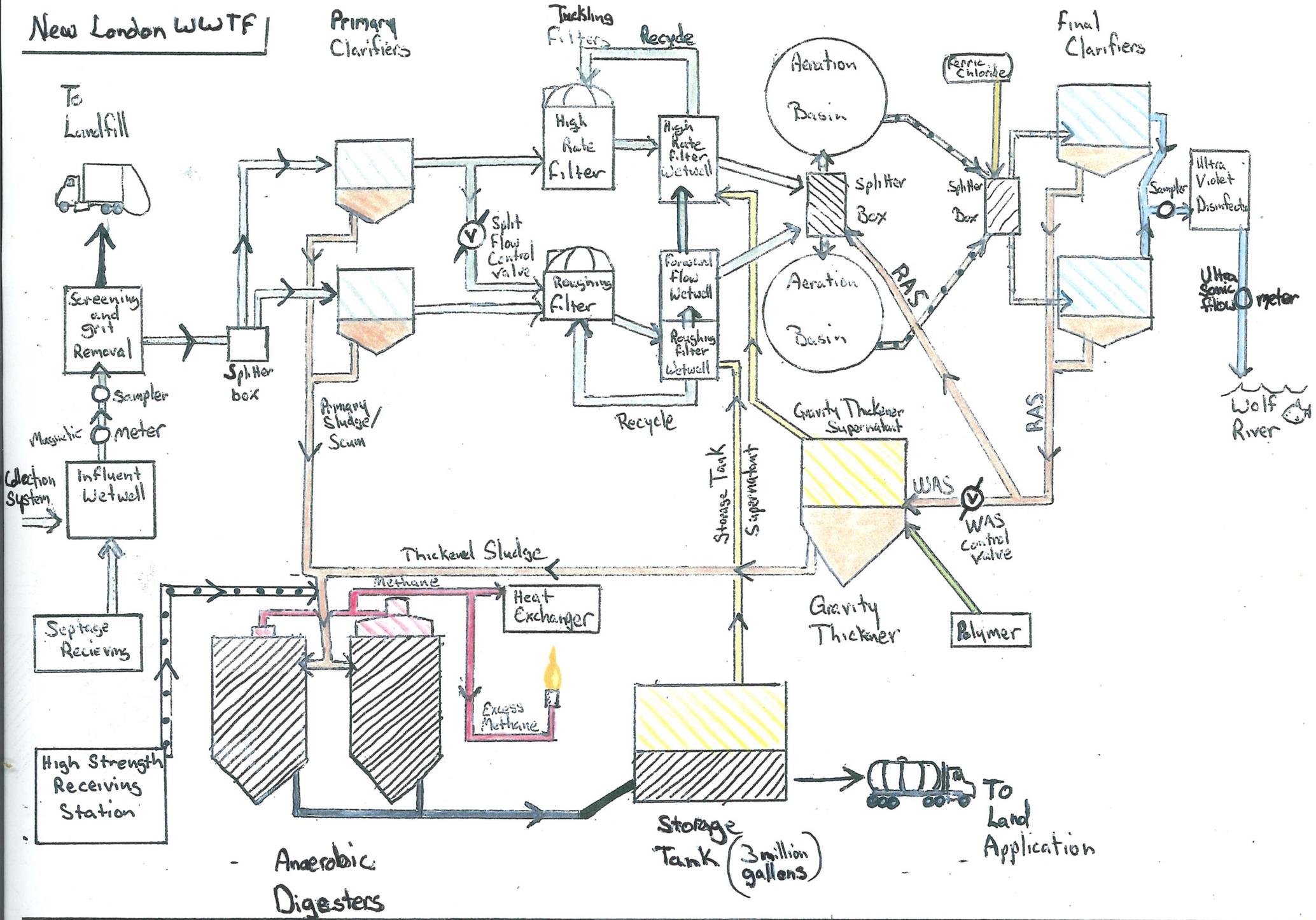
General Comments			
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Yes	37. Are there any general comments about this treatment facility?	<p>During the next permit term, the City of New London shall develop and submit a sludge management plan to optimize the land application program performance and demonstrate compliance with Wisconsin Administrative Code NR 204.</p> <p>A schedule will be needed for the sludge management plan in the reissued permit.</p>	
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SUBSTANTIAL COMPLIANCE DETERMINATION			
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Yes	38. Are all conditions of the permit, including standard conditions, being met?	Overall, the facility is meeting conditions of the permit and is in substantial compliance with all effluent limits.	
Yes	39. IS THE PERMITTEE IN SUBSTANTIAL COMPLIANCE WITH THE PERMIT? If not, please comment.	Inspections have revealed that the City of New London WWTF is in substantial compliance with the terms and conditions of the permit.	

New London WWTF



- Anaerobic Digesters

Plant can be run in series or parallel mode depending on flow rates and BOD loadings. Split flow control valve balances the flows to the filters when only one primary is on line.

Collection system from the north side of the City

Plant Outfall 001
166' from contact tank

Collection system from the east side of the City

Johnny's Little Shop Of Bait
Bait shop

W Wolf River Ave

Septage receiving station

Highway Department Garage

High Strength receiving station

Fence around facility Perimeter

Werner-Allen Rd

Werner-Allen Rd

Werner-Allen Rd

Collection system from southwest side of City

Google





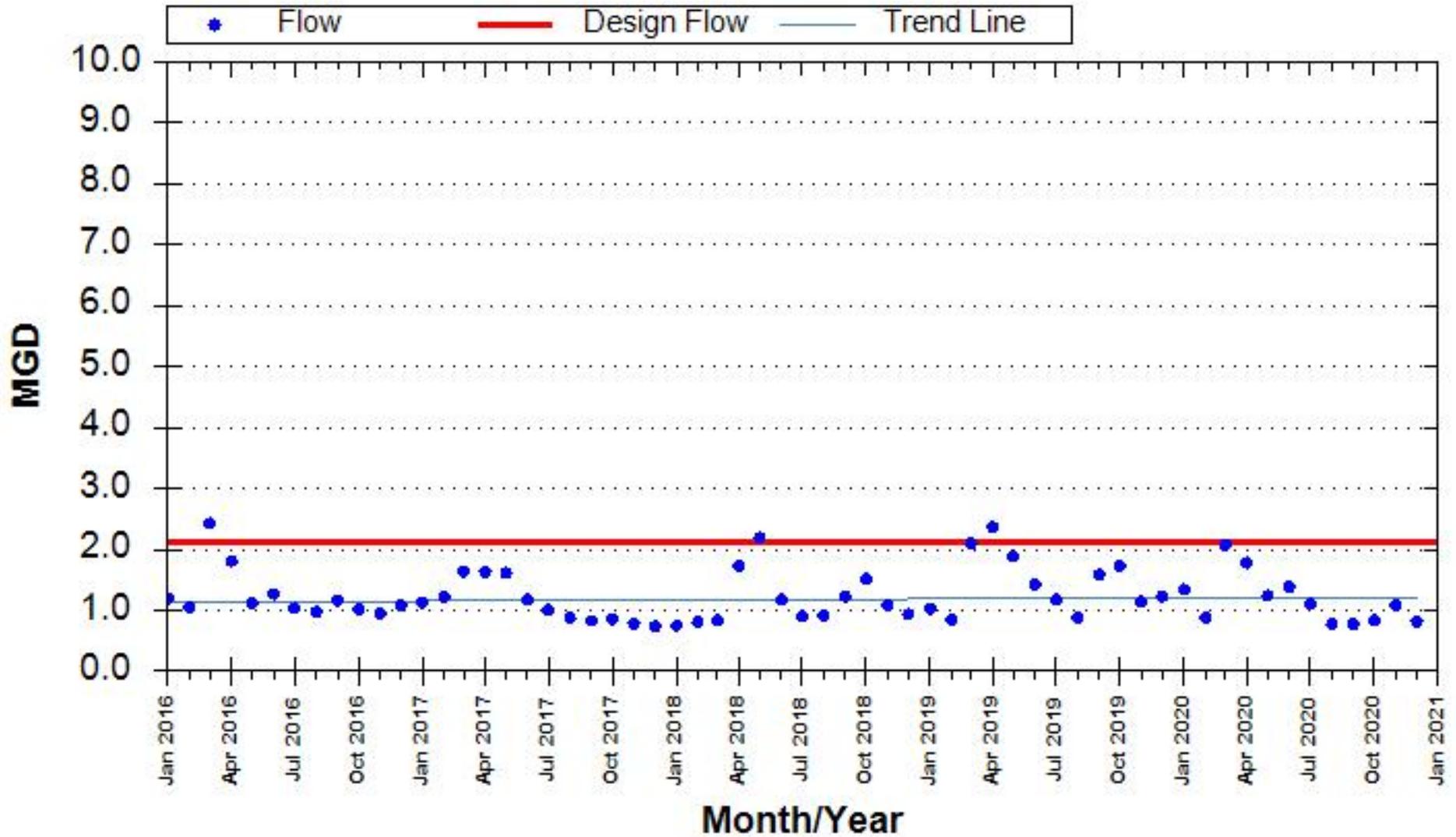
Imagery ©2020 Maxar Technologies, Map data ©2020 100 ft

New London Wastewater Treatment Facility

Linear equation uses 2004 - 2020 CMAR data

for Trend Line: $y = 0.001445x + 1.14$

Monthly Average Influent Flow Year Trend Line Intersects Avg Flow: 2073

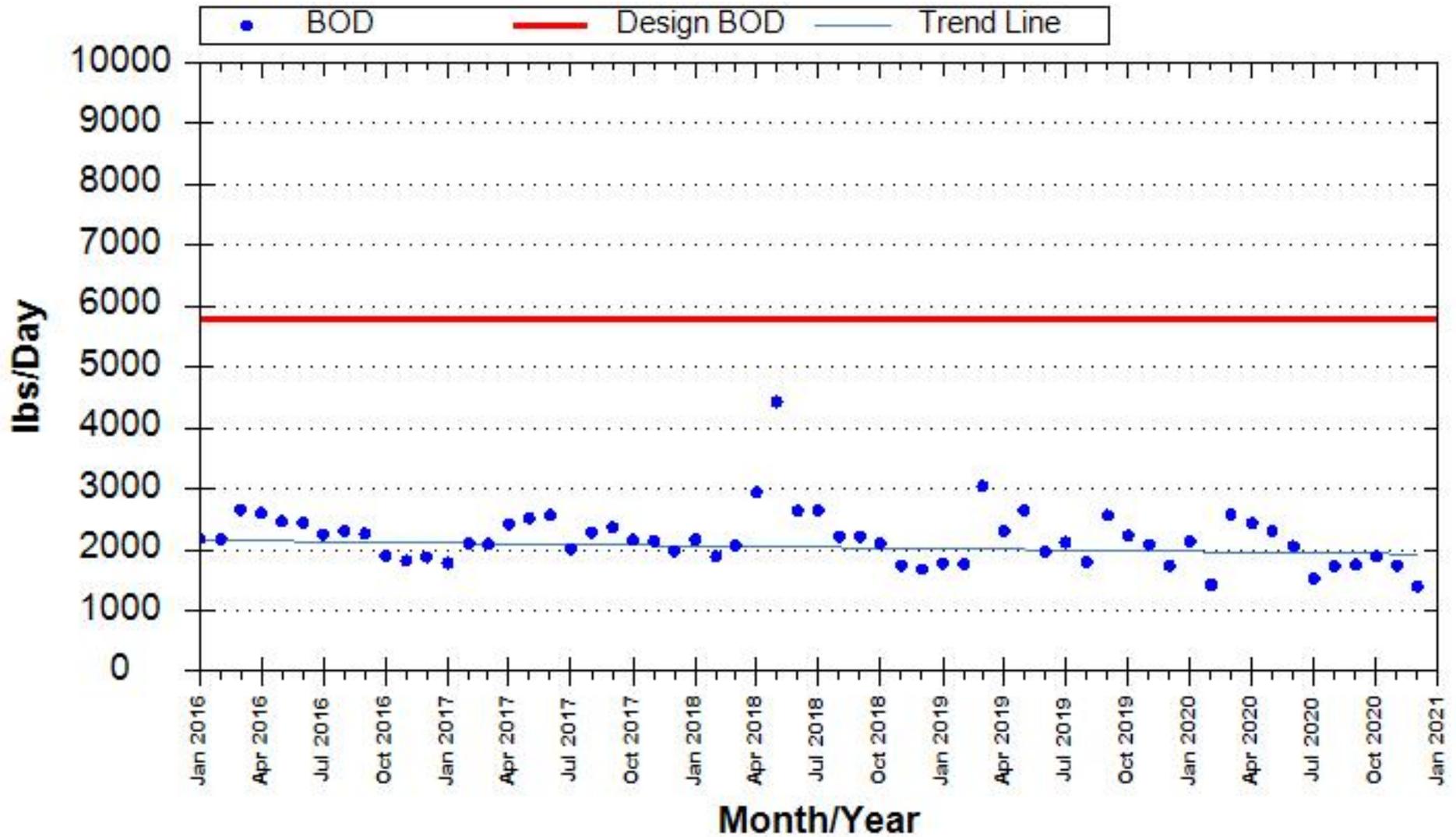


New London Wastewater Treatment Facility

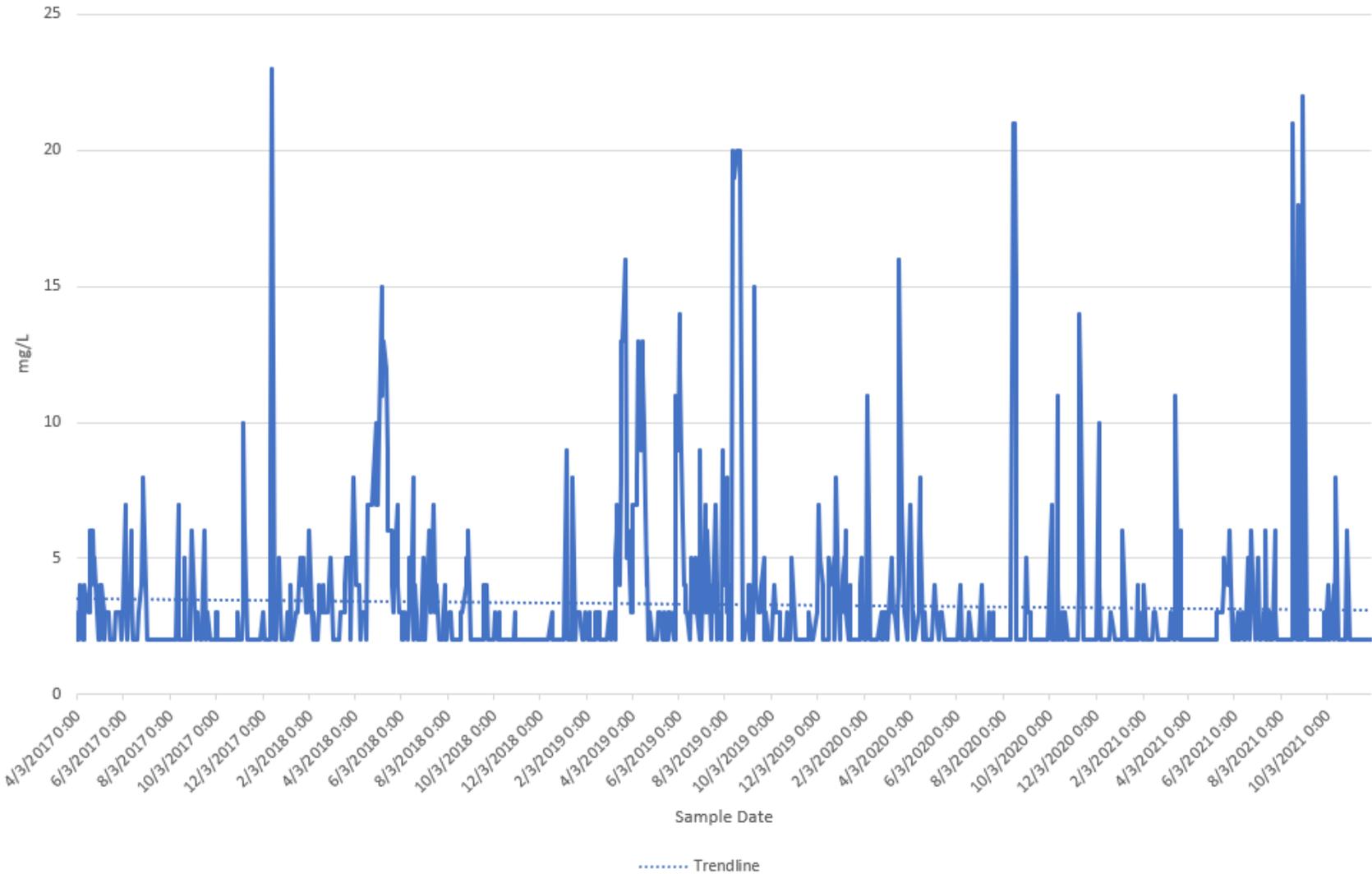
Linear equation uses 2004 - 2020 CMAR data

for Trend Line: $y = -3.827565x + 2155.40$

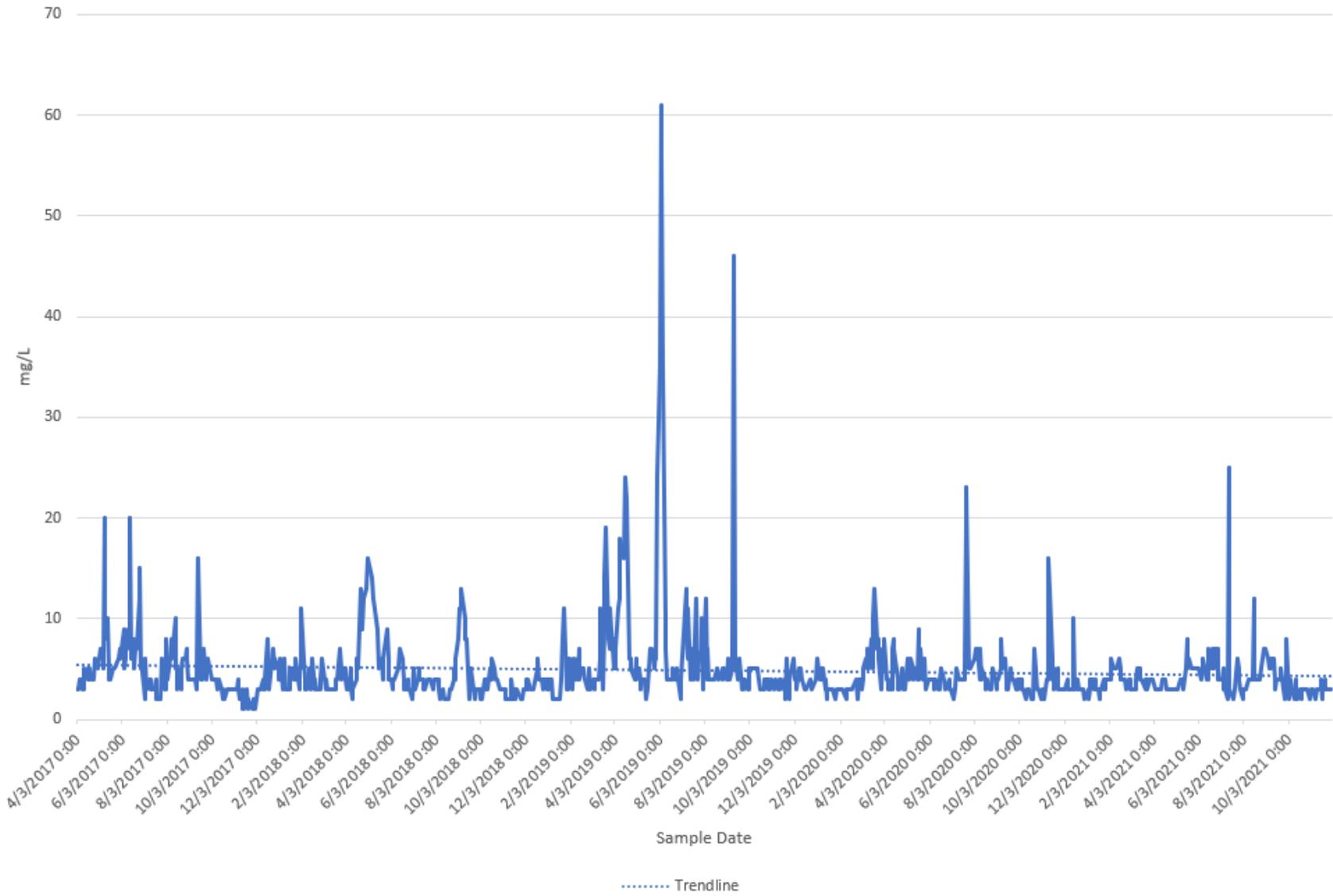
Monthly Average Influent BOD Loading Year Trend Line Intersects Design BOD: NA



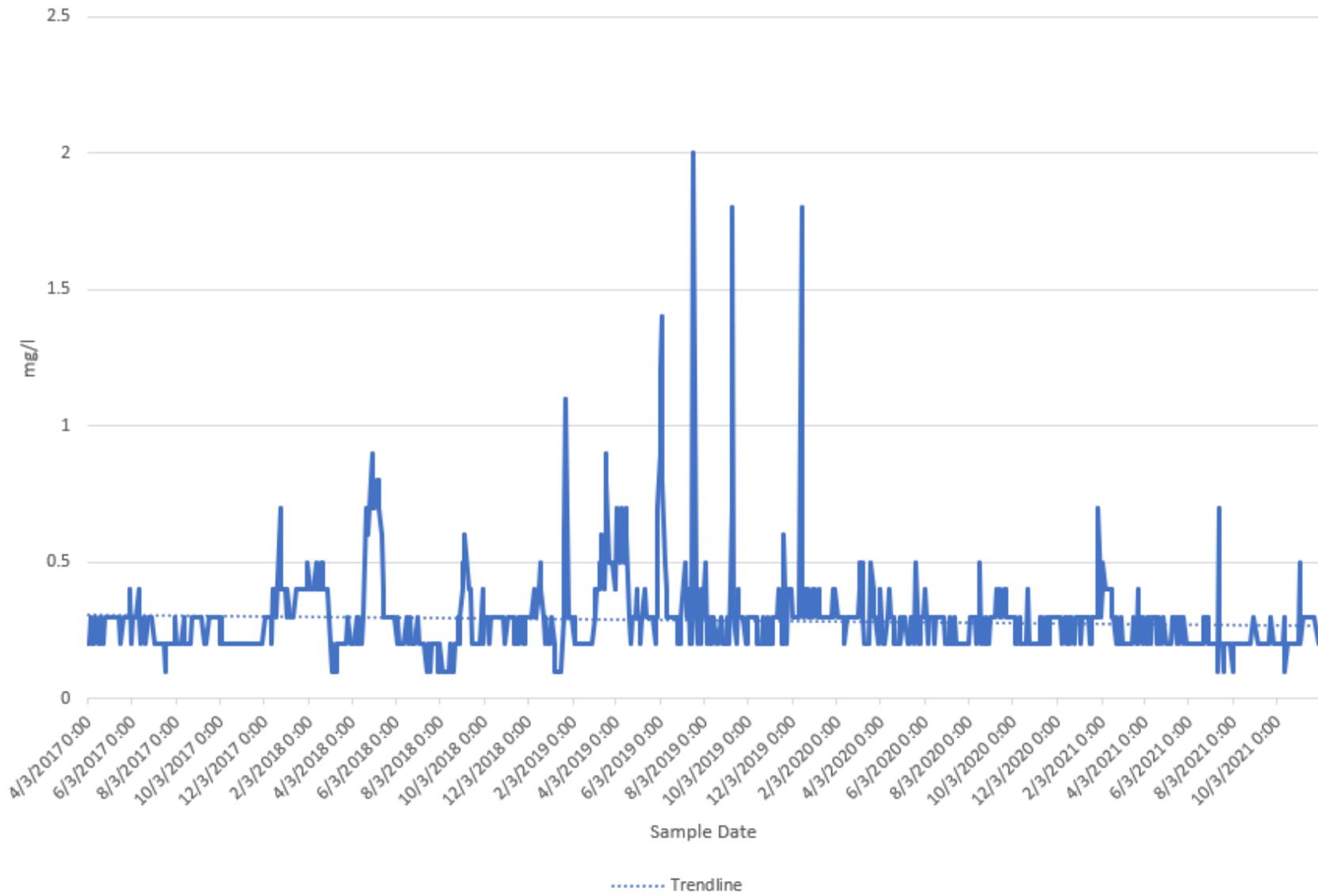
Effluent CBOD



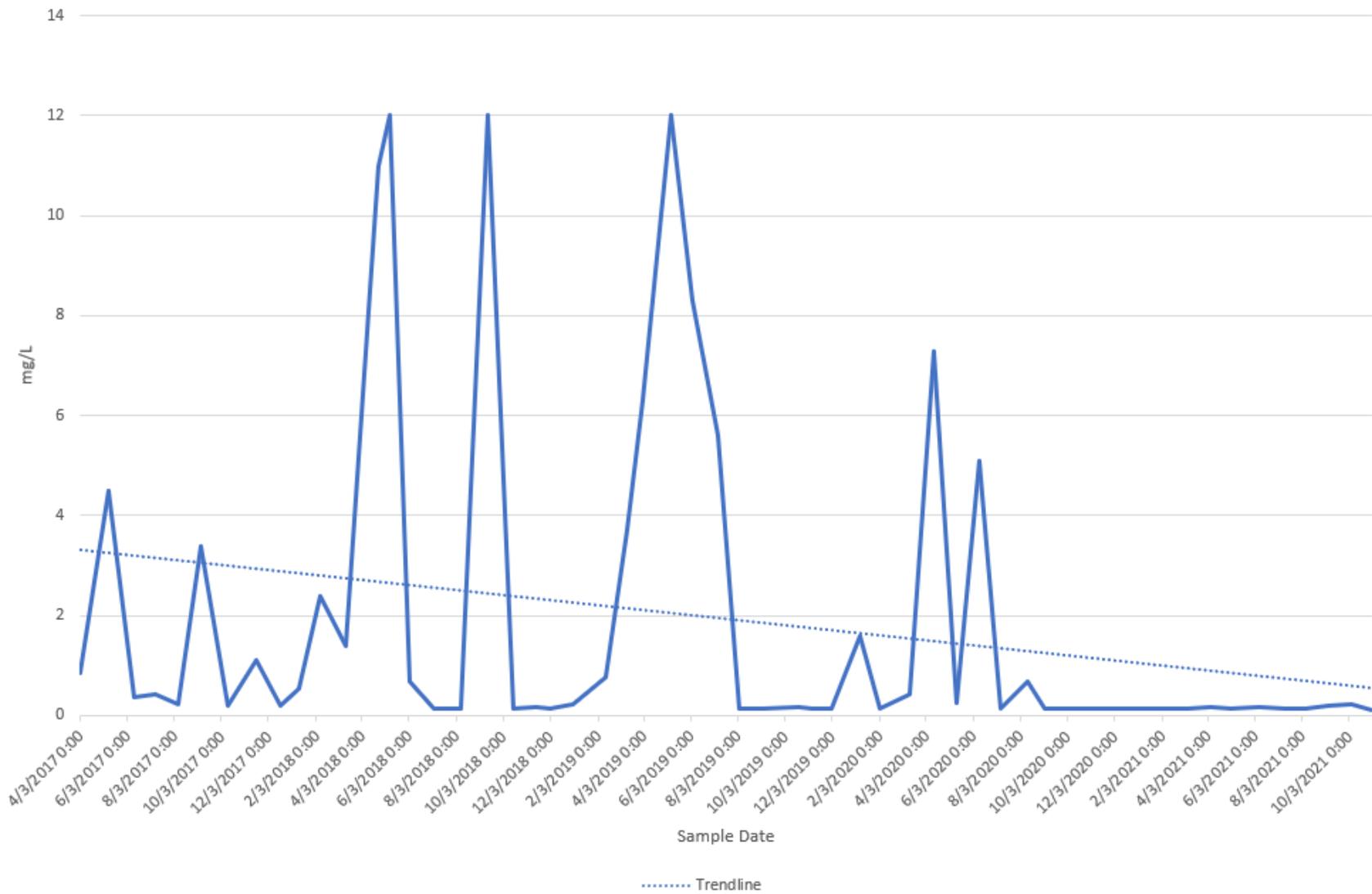
Effluent TSS



Effluent Total Phosphorus



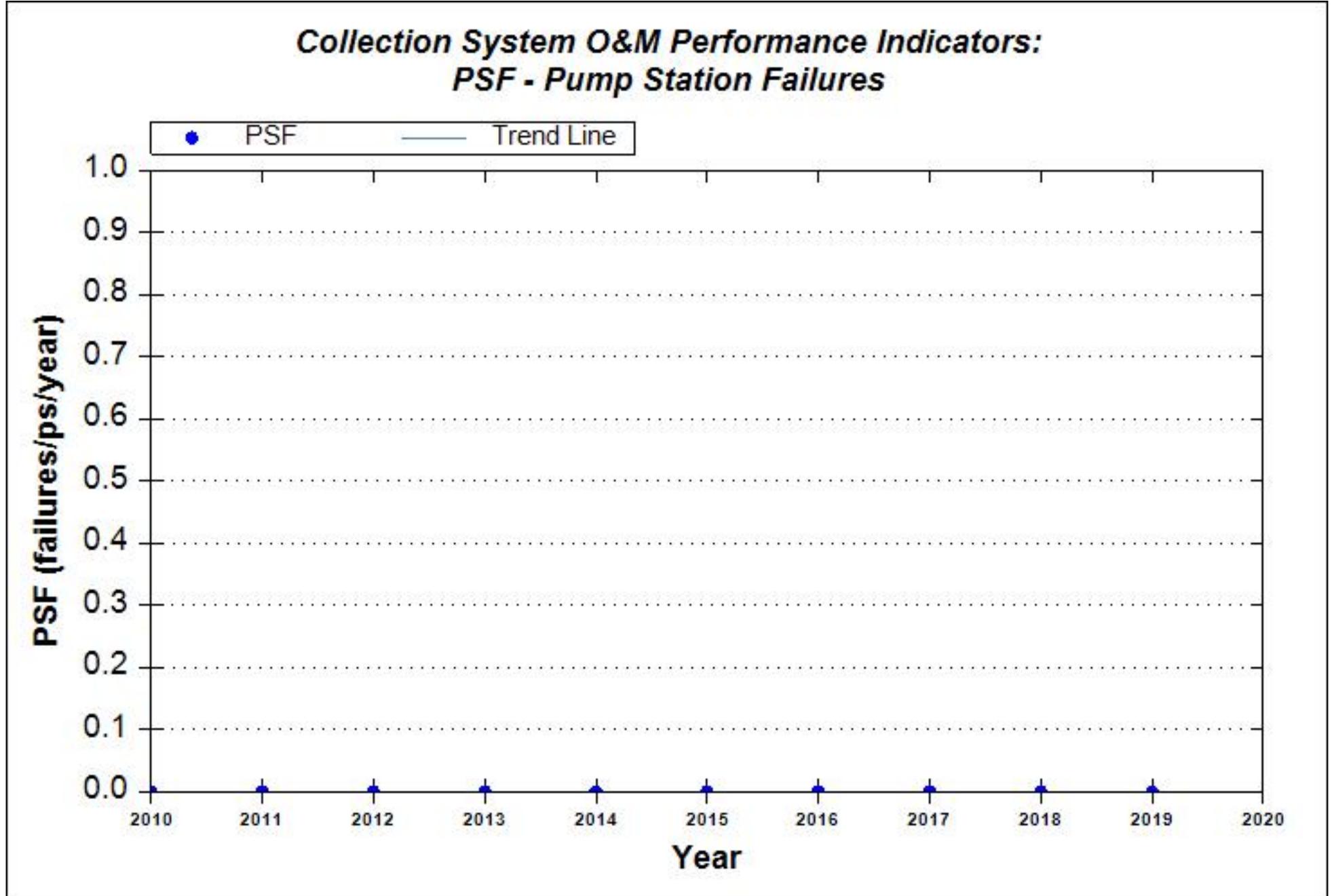
Effluent Nitrogen, Ammonia (NH3-N) Total



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

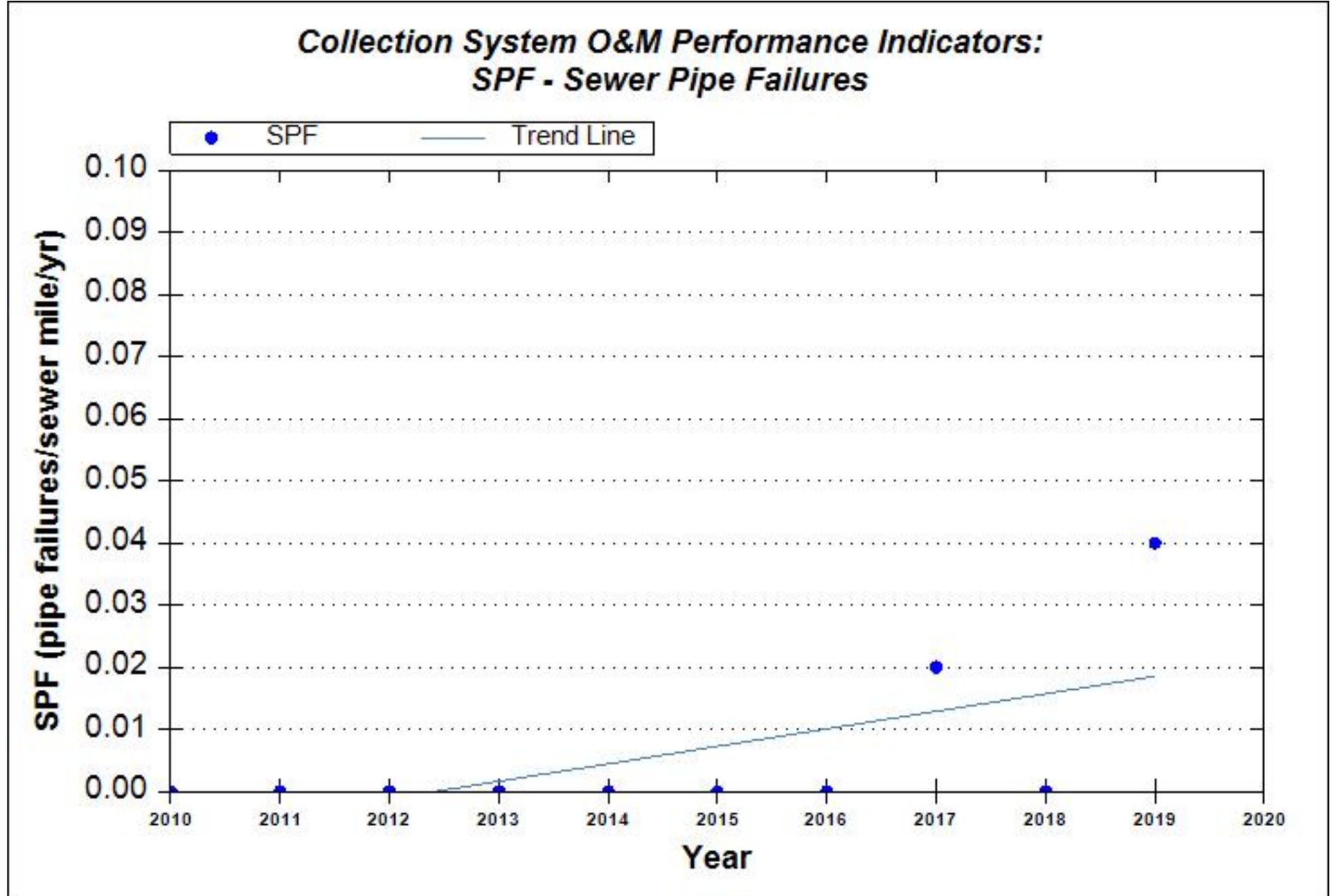
for Trend Line: PSF: $y = 0x + 0$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

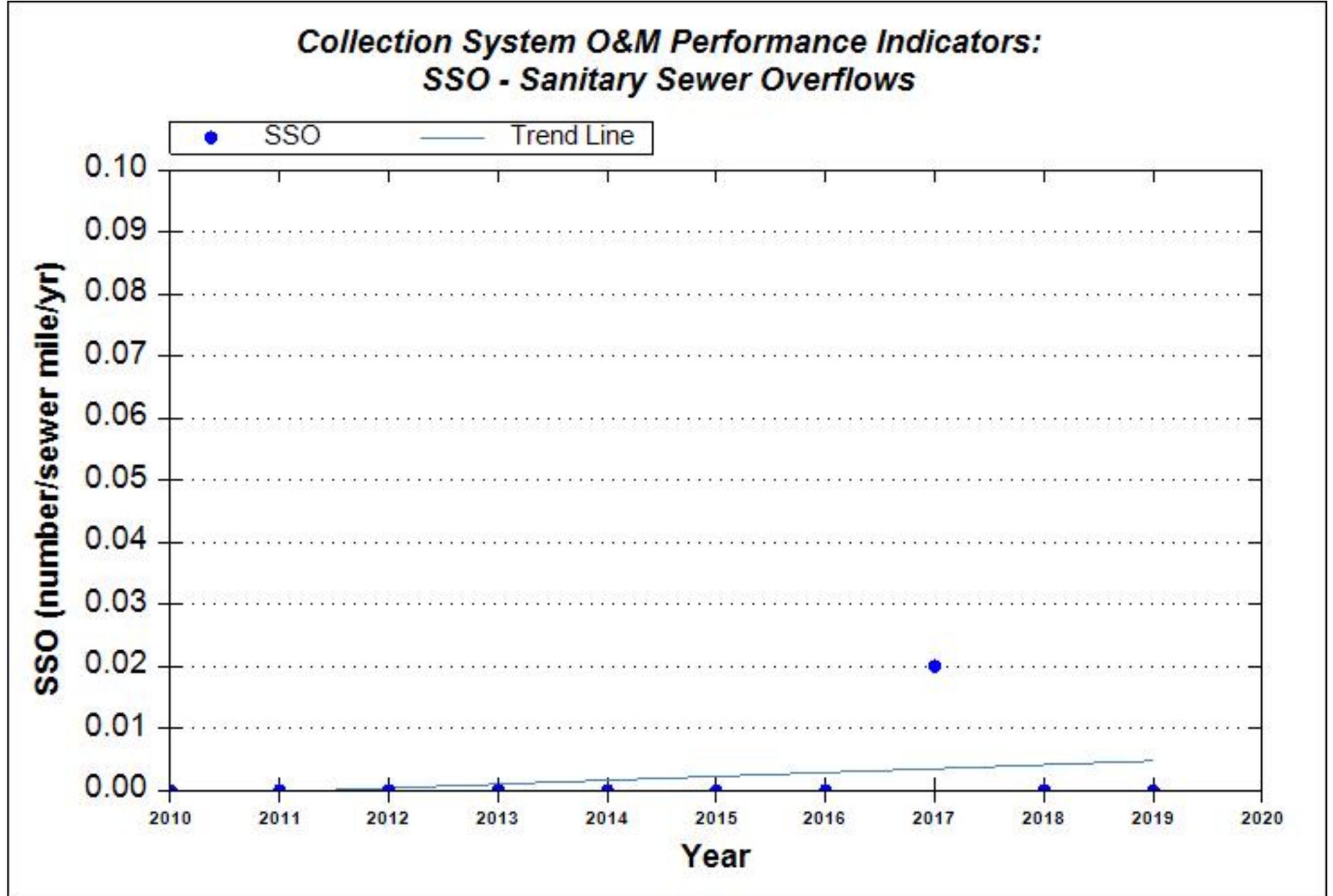
for Trend Line: $SPF: y = 0.002817x - 0.01$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

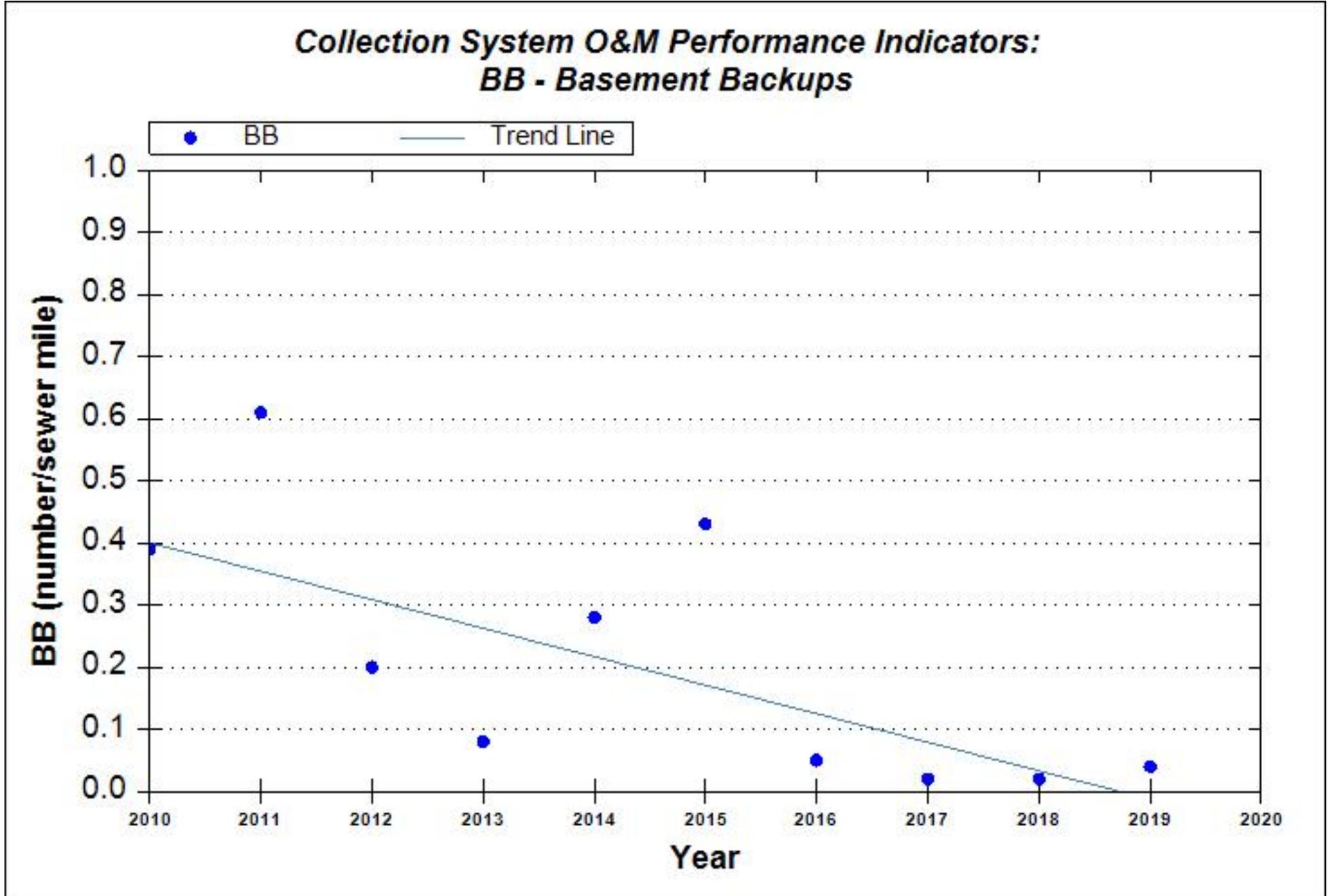
for Trend Line: SSO: $y = 0.000624x + 0.00$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

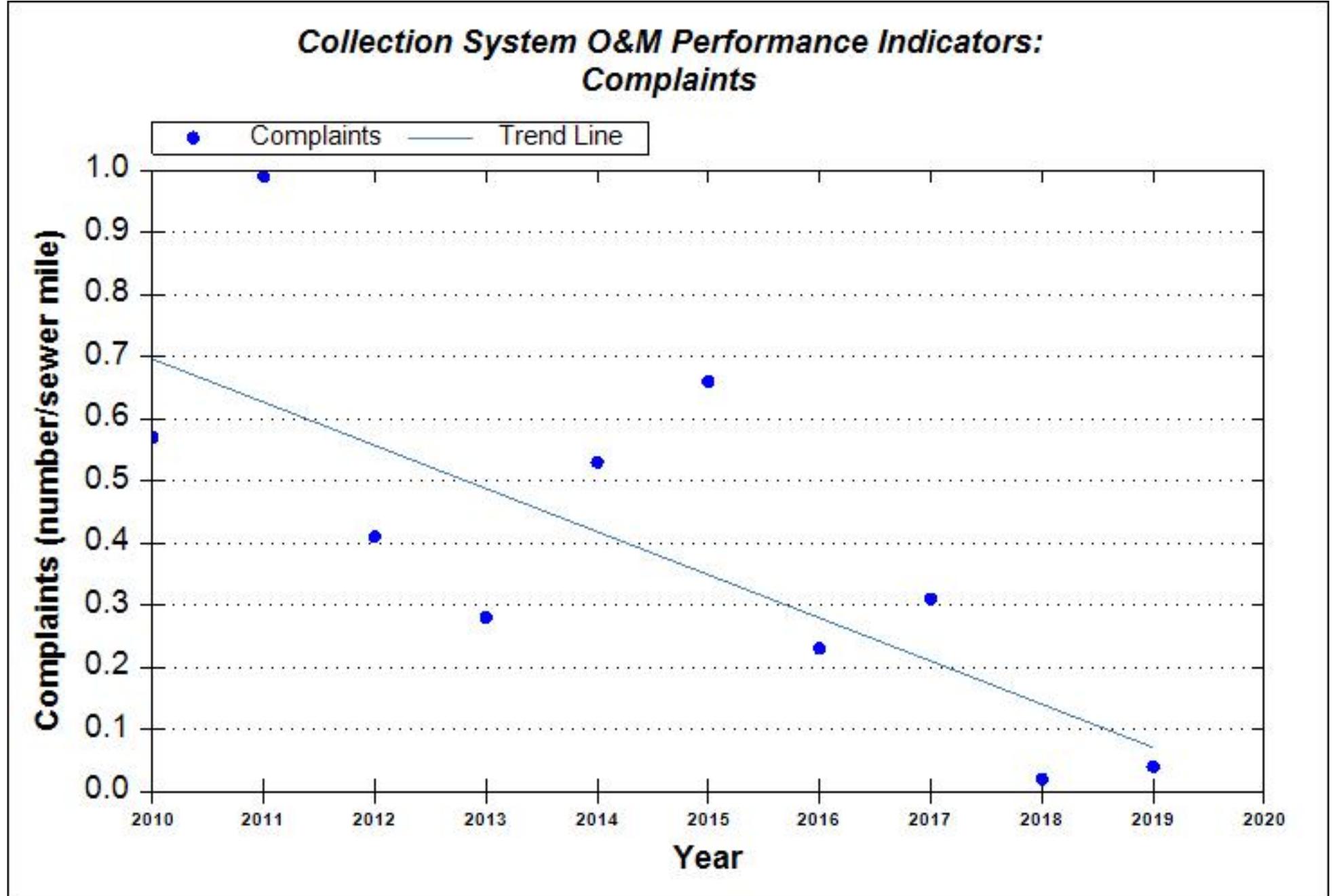
for Trend Line: BB: $y = -0.045891 x + 0.40$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

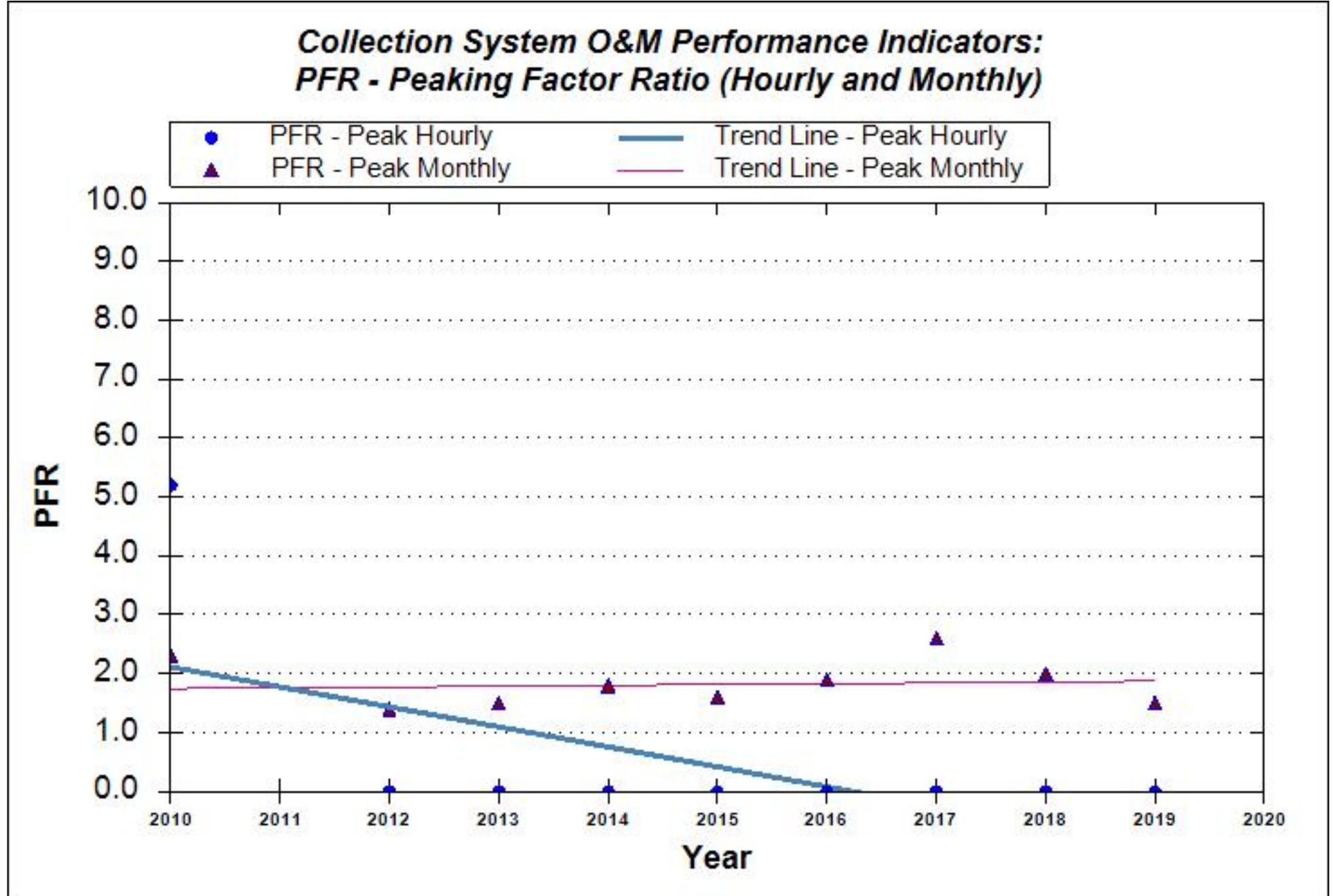
for Trend Line: Complaints: $y = -0.069436x + 0.70$



New London Wastewater Treatment Facility

Linear equations use 2010 - 2020 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = -0.338931 x + 2.11$ PFR - Peak Monthly: $y = 0.014297 x + 1.74$



CMAR Summary Report

Report Criteria : Permit No - 0024929, Region - Northeast Region, Basin Engineer - Van Gheem, Roy

Facility	DNR Contact	Design Flow	Year	GPA	Inf	BOD	TSS	NH3	P	N	GW	Ponds	BSIds	Staffing	OpCert	CollSys	FinMgt
NEW LONDON WASTEWATER TREATMENT FACILITY 0024929 NE Waupaca Receiving Water Wolf River Watershed Wolf River/ ew London and Bear Creek River Basin Wolf River	Van Gheem, Roy (92) 662-5191	2.131	2020	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2019	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2018	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2017	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2016	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2015	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2014	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2013	4	A	A	A	-	A	-	-	-	A	A	A	A	A

CMAR Summary Report

Report Criteria : Permit No - 0024929, Region - Northeast Region, Basin Engineer - Van Gheem, Roy

Facility	DNR Contact	Design Flow	Year	GPA	Inf	BOD	TSS	NH3	P	N	GW	Ponds	BSlds	Staffing	OpCert	CollSys	FinMgt
NEW LONDON WASTEWATER TREATMENT FACILITY 0024929 NE Waupaca	Van Gheem, Roy (92) 662-5191	2.131	2012	4	A	A	A	-	A	-	-	-	A	A	A	A	A
Receiving Water Wolf River																	
Watershed Wolf River/ ew London and Bear Creek																	
River Basin Wolf River																	
			2011	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2010	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2009	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2008	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2007	3.53	A	A	A	-	A	-	-	-	D	A	A	A	A
			2006	4	A	A	A	-	A	-	-	-	A	A	A	A	A
			2005	4	A	A	A	-	A	-	-	-	A	A	A	A	A

Sanitary Sewer Overflow (SSO) Detail Report

Report Data Criteria : Facility : NEW LONDON WASTEWATER TREATMENT FACILITY, Region : NE, Contact : Van Gheem, Roy, Dates : 1/2/2017 - 1/2/2022

01/03/2022

Page 1 of 1

City of New London

0024929-09-0

Waupaca County

Northeast Region

SSO Time Period : 06/08/2017 11:15 AM to 06/08/2017 03:50 PM

SSO Volume (Gallons) : 20,000

Event Location : Southwest corner of the intersection of Beacon Ave. and Montgomery St., New London, WI

Causes : Broken pipe

Explanation of Cause : A joint was loosened and a sewer section was broken. This sewer section was directly under the railroad track for 43 years and construction occurred in the area.

Rainfall Duration : 0.00 h Rainfall Amount : 0.00 in

Discharge Destination : Other - SSO ran into ditch along railroad right of way. The water was contained in the ditch and sucked out with a vactruck.

Immediate Corrective Action : It was determined that this was a freak occurrence that was unavoidable due to the type of construction that occurred.

DNR Follow-up Action : Caused by construction that occurred nearby.

City of New London Summary :

Total # of SSO Events : 1

Total SSO Volume (Gallons) : 20,000

Approx SSO Average Volume (Gallons) : 20,000

Report Total

Total # of SSO Events : 1

Total SSO Volume (Gallons) : 20,000

Approx SSO Average Volume (Gallons) : 20,000



Influent screening



Grit removal



Grit washer



Primary clarifier



High rate trickling filter



Roughing trickling filter



Aeration basin



Final clarifier



Effluent outfall 001



Receiving stream-Wolf River



Anaerobic digester



Linear motion mixer for the anaerobic digester



Gravity thickener



Sludge storage tank



Plant laboratory



WWTP backup generator

01-11-2022

Attn: Chairman Barrington and the board of public works,

My name is David Pinno. I am a citizen of New London.

Recently the city of Waupaca has contracted with Green for living formerly Graichen sanitation, to collect garbage city wide and putting it on water bill.

I am formally requesting new london consider doing what waupaca did.

I have attached my email I sent to chad.

Please reply,

respectfully

David Pinno

Waupaca County News

Waupaca County Post Clintonville Tribune-Gazette New London Press Star

(<https://waupacanow.com>)



WE'RE HIRING!
GREAT PAY & BENEFITS

Tyson Foods
New London

Starting wage \$18/hour at 6 month \$19/hour,
1 year \$21.35 minimum | \$1/hr shift premium for 2nd & 3rd shifts
Tyson Foods is an Equal Opportunity Employer, including Disability/Veterans

Apply online at www.TysonFoodsCareers.com

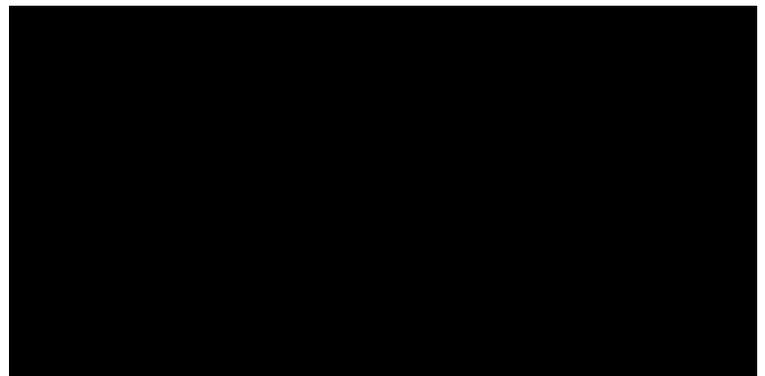


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Waupaca council OKs new trash fees

JANUARY 11, 2022 / 0





Waupaca has contracted with Graichen Disposal/GFL Environmental to collect trash and recyclables citywide. File Photo

Monthly cost for collection projected to be \$13.92

By James Card

The city council approved the final price tag for residential city-wide garbage pick-up.

The monthly cost will be \$13.92 for garbage and recycling. This includes \$9.00 for garbage and \$4.92 for recycling. For using an extra recycling bin.

The cost also includes the city's administration fee.

There is the possibility that the monthly charge could go up.

In the Graichen Disposal/GFL Environmental contract with the city, the price for sulfur No. 2 diesel goes above \$4 per gallon.

For every 25-cent increase in diesel, the cost of garbage pick-up will rise 1%.



The garbage pick-up will appear on the water bill of city residents. Because of this billing format, residents who are struggling to pay their utility bills could receive some assistance.

Kathryn Kasza, the city's finance director and treasurer, explained it to the council.

"Because this charge is on the water bill, if somebody is having financial difficulty due to COVID, there are programs not only through CAP Services, but also some other services the state has available to help people with their utility bills. They can get information from the finance office as to what programs are available. But the refuse [pick-up], because it is on the utility bill, would be covered under the community-development block grant and COVID grant that we have going through Cap Services right now," she said.

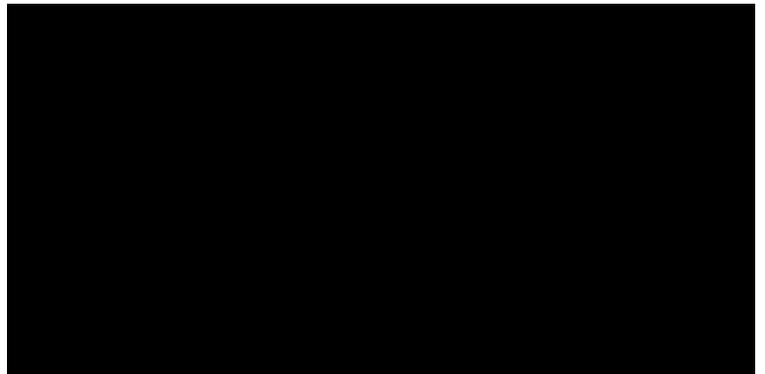
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Contested race for New London council
(<https://waupacanow.com/2022/01/11/contested-race-for-new-london-council/>)

Next Article →

Schlise, Peter John
(<https://waupacanow.com/2022/01/11/schlise-peter-john/>)

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Public Works

Justin Berrens, Director
111 S. Main Street • Waupaca, WI 54981
jberrens@cityofwaupaca.org
www.cityofwaupaca.org
715.258.4420

MEMO

TO: Mayor Smith and Common Council
FROM: Justin Berrens
Director of Public Works
DATE: September 1, 2021
SUBJECT: City-wide refuse and recycling pickup services

Nearly 1 year ago, I started looking into a City-wide garbage and recycling pickup service. The initial information seemed promising and followed-up with a published survey. The survey (results attached) showed that nearly 90% of respondents would want the City to provide the service. The survey provided that residents spend on average \$32.77 per month for garbage and recycling services. This includes the respondents that use pay-by-the-tag (typically less than \$12/month) and people that illegally dump (reported \$0/month). The highest reported at \$60/month or more.

I made a presentation to the common council on May 18, 2021 and provide the findings of my research. It was determined to follow through with a request of proposals (RFP) to find out the true cost for our community. The RFP requested cost based on the following:

- Weekly garbage pickup
- Every other week recycling pickup
- 95 gallon tote for each garbage and recycling
- Alternate cost proposal for a potential opt-out program

We estimate that we have 1,869 residential accounts that could benefit from a City-wide pickup service. We also estimate that the cost per month for a City-wide service will be \$13.95 per month. So:

$1,869 \times \$32.77/\text{month} \times 12 \text{ months} = \$734,966$ spent by City residence for garbage/recycling services under individually sourced services per year.

-verses-

$1,869 \times \$13.95/\text{month} \times 12 \text{ months} = \$312,871$ for City-wide pickup services.

That would make: **$\$734,966 - \$312,871 = \$422,092$ (positive economic impact for this City) or an annual average savings of \$225 per household.**



Public Works

Justin Berrens, Director
111 S. Main Street • Waupaca, WI 54981
jberrens@cityofwaupaca.org
www.cityofwaupaca.org
715.258.4420

A summary of the proposals is shown on the attached spreadsheet. The City would need to add 10% on top of the listed proposal cost to cover administrative cost mainly for billing. Also, a fuel surcharge would be built into the contract. The fuel surcharge varies per contractor is as noted on the spreadsheet.

Following approval:

- I will begin contract administration with the awarded contractor.
- Edit current refuse ordinance and bring back to council for adoption and public comment.
- Work with all contractors to close unneeded accounts and transition to a City wide program.

Following refusal:

- No more action required.

REQUESTED ACTION:

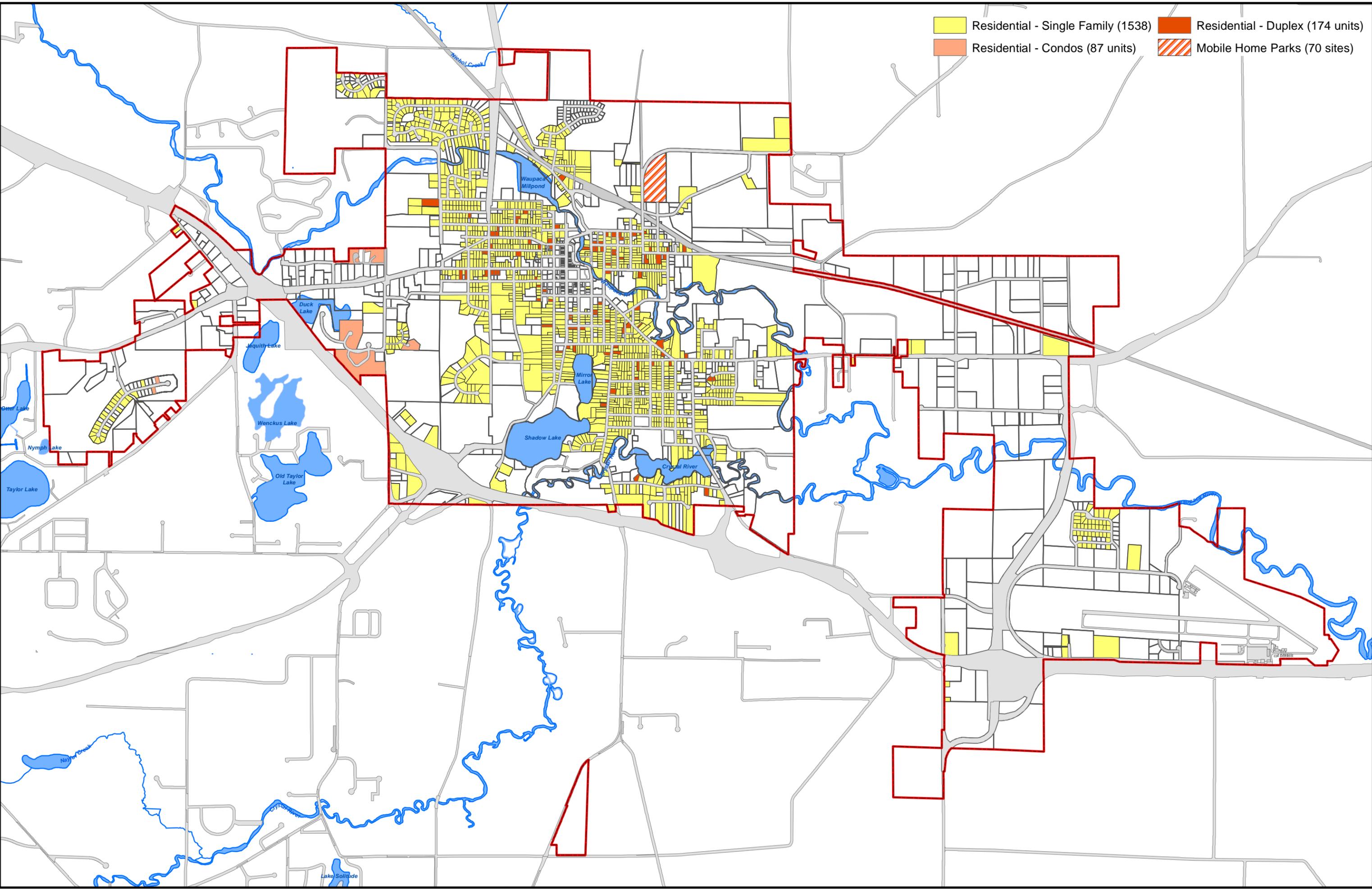
Council approve award Graichen Disposal & Recycling LLC based on the information provided in their submittal and move forward with a five (5) year contract for residential garbage and recycling pickup services.

INCLUDED DOCUMENTS:

- 1) Proposal summary
- 2) City map showing potential pickup accounts
- 3) 2020 survey results
- 4) Graichen submittal

Company	Year 1	Year 2	Year 3	Year 4	Year 5	Fuel Surcharges	Submittal Letter	Customer Service Plan	Recycling Plan	References	
Harter's Fox Valley Disposal	\$ 8.99	\$ 9.35	\$ 9.72	\$ 10.11	\$ 10.51	Garbage	Starts at \$4.00 and adds 1% to monthly statement for every \$0.15 fuel increase.	Yes	Yes	Yes	Yes
	\$ 4.26	\$ 4.43	\$ 4.61	\$ 4.79	\$ 4.98	Recycling					
	\$ 13.25	\$ 13.78	\$ 14.33	\$ 14.90	\$ 15.49	Total					
	\$ 1.00	\$ 1.04	\$ 1.08	\$ 1.12	\$ 1.16	Opt out extra					
	\$ 14.25	\$ 14.82	\$ 15.41	\$ 16.02	\$ 16.65	Total					
Graichen Disposal & Recycling LLC	\$ 9.00	\$ 9.27	\$ 9.50	\$ 9.75	\$ 9.90	Garbage	Starts at \$3.50 per gallon. Any overage would be passed on to City based on gallons used.	No	Yes	Yes	Yes
	\$ 3.65	\$ 3.85	\$ 3.95	\$ 4.05	\$ 4.10	Recycling					
	\$ 12.65	\$ 13.12	\$ 13.45	\$ 13.80	\$ 14.00	Total					
	\$ 4.35	\$ 4.08	\$ 3.95	\$ 3.75	\$ 3.75	Opt out extra					
	\$ 17.00	\$ 17.20	\$ 17.40	\$ 17.55	\$ 17.75	Total					
Waste Management	\$ 11.00	\$ 11.35	\$ 11.75	\$ 12.15	\$ 12.55	Garbage	Starts at \$4.00 per gallon. Tiered approach as \$/gal increases so does percentage of charge.	Yes	Yes	Yes	Yes
	\$ 5.00	\$ 5.20	\$ 5.40	\$ 5.60	\$ 5.80	Recycling					
	\$ 16.00	\$ 16.55	\$ 17.15	\$ 17.75	\$ 18.35	Total					
	\$ 3.50	\$ 3.65	\$ 3.85	\$ 4.00	\$ 4.20	Opt out extra					
	\$ 19.50	\$ 20.20	\$ 21.00	\$ 21.75	\$ 22.55	Total					
GFL Environmental Services	\$ 11.99	\$ 12.34	\$ 12.72	\$ 13.10	\$ 13.49	Garbage	None, but provided recycling surcharge/rebate program.	Yes	Yes	Yes	Yes
	\$ 4.20	\$ 4.32	\$ 4.45	\$ 4.58	\$ 4.73	Recycling					
	\$ 16.19	\$ 16.66	\$ 17.17	\$ 17.68	\$ 18.22	Total					
	\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00	Opt out extra					
	\$ 22.19	\$ 23.66	\$ 25.17	\$ 26.68	\$ 28.22	Total					

- Residential - Single Family (1538)
- Residential - Duplex (174 units)
- Residential - Condos (87 units)
- Mobile Home Parks (70 sites)



Garbage/Recycling Collection Survey

645
Responses

05:38
Average time to complete

Active
Status

1. What type of garbage and recycling service do you utilize?

-  Insights
- a. Pay for monthly service fro... 474
- b. Pay by the tag at (WRRCC) 77
- c. Cooperate with the neighbors 32
- Other 47



2. How much do you pay now for garbage and recycling services per month?

608
Responses

Latest Responses
"\$33.94"
"17"
"34.00"

3. If the City provided garbage and recycling pickup services, how much savings per year would be worth it for you?

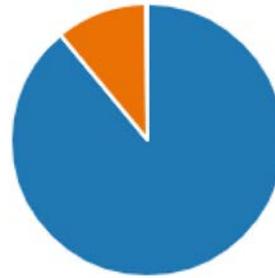
-  Insights
- Any savings 375
- \$ > 100/year 79
- \$ > 200/year 117
- No savings would be worth it 65



4. Would you be in favor or against the City providing garbage and recycling pickup services?

💡 Insights

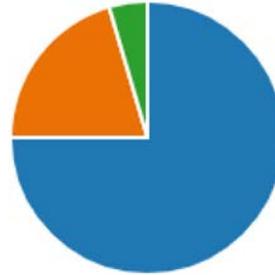
● Yes, I would be in favor	559
● No, I would be against	68
● Other	1



5. If the City provided garbage pickup services, how often would you need garbage pickup?

💡 Insights

● Once a week	480
● Once every two weeks	131
● Once a month	29



6. If the City provided recycling pickup services, how often would you need recycling pickup?

💡 Insights

● Once a week	138
● Once every two weeks	371
● Once a month	130



7. Are you a City of Waupaca Resident

● Yes	608
● No	24
● Not Sure	10





GRAICHEN DISPOSAL & RECYCLING LLC

P.O. BOX 263
NEW LONDON, WI 54961
(920) 982-4116



New automated toter cart service

There will be new toter cart delivered in front of your residence for trash. This will be a fully automated truck and will be starting this service _____ . The carts are placed where they should be on pick up day. If you would like to exchange it for a smaller one, please call the office.

What should I do if my garbage does not fit in my cart?

All garbage must fit inside the cart with the lid closed. If you have more garbage than what will fit, you should:

- ❖ Save it for your next collection day.
- ❖ Contact the office to make arrangements for extra pick-up at **920-982-4116**.
Or contact Graichen for an extra cart.
- ❖ If you would like a dumpster to accommodate larger amounts of trash, please call the office.

How do I set my cart out on collection day?

Place your cart curbside **before 6am** on your day of collection, with the carts handle facing your house and the lid opening toward the street. Make sure to place carts at least four feet other objects, such as a parked car or mailbox. **NOTE: If you cart is out late, you must wait until your next scheduled pick-up.**

What if there is a snowbank?

In the case of snow, if your cart will not fit in your driveway opening, then you will need to clear an opening in the snowbank where the cart can be properly placed. Carts cannot be placed on top of the snow bank or in the road. Improperly placed carts will not be collected.

What if my cart is damaged or needs repair?

If your cart is damaged or in need of repair as a result of normal wear and tear (e.g. broken lid, wheel, cracked cart, etc.), contact Graichen Disposal & Recycling at **920-982-4116**.

Can I take my cart with me if I move?

NO. Carts are property of Graichen Disposal and Recycling, LLC.

Each cart is numbered and registered to the address where it was delivered.

If you move, you need to contact Graichen Disposal & Recycling at 920-982-4116.

If I still have questions, who can I contact?

Please contact Graichen Disposal and Recycling at **920-982-4116**

GRAICHEN DISPOSAL & RECYCLING LLC

"Our Business Is Picking Up"



New to your program!

Starting August 2018

NO PLASTIC BAGS

FOR CURBSIDE COLLECTION OR IN THE BIN



Recycling Guide

Place recyclables loosely in a reusable bin. **No plastic bags!**

Plastic

ACCEPT:

- ALL plastic bottles, cups & containers
- Household bottles, jars & jugs
- Dairy containers & lids
- Produce, bakery & deli containers & lids

DO NOT ACCEPT:

- **Plastic bags, wrap or film**
- Motor oil bottles
- Styrofoam



empty, rinse & replace caps/lids

Paper

ACCEPT:

- Newspapers & inserts
- Cardboard & paperboard (food boxes)
- Milk, juice & soup cartons
- Office & school paper
- Junk mail & catalogs
- Phonebooks, books & magazines

DO NOT ACCEPT:

- Tissue paper
- Pet food bags

*flatten & cut boxes to
2 ft x 2 ft*

*put shredded paper in a
paperbag*



Metal

ACCEPT:

- Aluminum bottles & cans
- Steel & tin cans
- Empty aerosol cans

DO NOT ACCEPT:

- Aluminum pans or foil
- Empty paint cans
- Scrap metal



empty & rinse

Glass

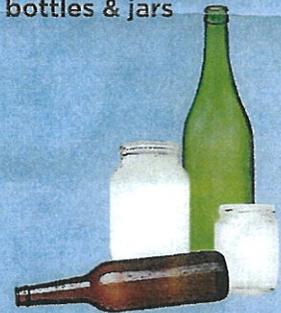
ACCEPT:

- Food and beverage bottles & jars

DO NOT ACCEPT:

- Window glass
- Ceramics, china
- Drinking glasses

empty & rinse



Graichen Disposal & Recycling: (920) 982-4116



PROPOSAL FORM
(must return)

**Refuse & Recycling Pickup Services
5-year service agreement
2022 through 2026**

Garbage: Cost for weekly pickup per residential unit per month:

Year 1	Year 2	Year 3	Year 4	Year 5
2022 \$ <u>9.00</u>	2023 \$ <u>9.27</u>	2024 \$ <u>9.50</u>	2025 \$ <u>9.75</u>	2026 \$ <u>9.90</u>

Recycling: Cost for bi-weekly recycling per residential unit per month:

Year 1	Year 2	Year 3	Year 4	Year 5
2022 \$ <u>3.65</u>	2023 \$ <u>3.85</u>	2024 \$ <u>3.95</u>	2025 \$ <u>4.05</u>	2026 \$ <u>4.10</u>

Fuel Surcharges \$ _____ or % _____ and terms:

There would A cap of \$ 3.50 Per GALLON
Any overage would be passed on to city based
ON GALLONS used.

***** Alternate bid *****

Include additional cost per residential unit for a program **if** an opt out option is included.

Opt out Program - Additional cost to administer an "opt out" program per residential unit per month:

Year 1	Year 2	Year 3	Year 4	Year 5
2022 \$ <u>17.00</u>	2023 \$ <u>17.20</u>	2024 \$ <u>17.40</u>	2025 \$ <u>17.55</u>	2026 \$ <u>17.75</u>

CONTRACT

THIS CONTRACT, made by and between DTAK, LLC, hereinafter called the "Contractor", with a business address PO BOX 195, New London, WI 54961, and the City of New London, herein after called the "Owner" with a business address of 215 N. Shawano Street, New London, WI 54961.

SCOPE OF WORK

The Contractor shall provide the necessary location for the City of New London to dispose of their brush/tree debris for the 2022 calendar year. Tree brush will be brought to DTAK, LLC at N3730 Drier Rd. New London, WI 54961

Contract Price

To provide location for disposal of all brush/tree debris for 2022 at DTAK, LLC - \$12,000.00

DTAK, LLC.

By:  Date: 12-29-21
Name: DTAK, LLC Printed Name: Drew Ort
Title: V-President

City of New London, Owner

By: _____ Date: _____
Name: _____ Printed Name: _____
Title: _____

Approved as to form:



January 11, 2022

City of New London
Attn: Chad Hoerth, Public Services Director
215 N. Shawano Street
New London, WI 54961

Re: 2022 General Engineering Agreement
McM. No. M0032-09-99-00013.00

Dear Chad:

Attached are updated General Terms & Conditions (GTC's) for use with our General Engineering Agreement with the City of New London.

This Agreement is for the prompt completion of smaller projects, for which the fees would be generally less than \$5,000. These projects could include such things as probable cost estimates, plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project tasks are anticipated to exceed \$5,000 and as requested by the City, we will prepare a Scope of Services and estimated fee range for your review. Upon your review, we will prepare an Agreement or Memorandum of Understanding for your use so the project would move forward.

Services provided under this General Engineering Agreement will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as mileage and other direct expenses.

All services will be performed in accordance with McMahon Associates, Inc.'s General Terms & Conditions, dated March 19, 2020, which are incorporated into this General Engineering Agreement by reference.

We would begin work on each individual task immediately upon your authorization to proceed.

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Mr. Chad Hoerth
City of New London

We appreciate having you as a client, and look forward to serving you in the future.

Respectfully,

McMahon Associates, Inc



Brad D. Werner, P.E.
Vice President / Senior Municipal Engineer

Accepted this _____ day of _____, 20__.

_____ (authorized signature)
Chad Hoerth, Public Services Director
City of New London

BDW:car

Enclosures: General Terms & Conditions

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
 2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
 3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
 4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
 5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
 6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury.....	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
 12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
 14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.