



Public Works and Safety Committee Meeting Agenda

Village Board Room

235 Hickory Street, Pewaukee, WI 53072

May 5, 2026 – 4:30 p.m.

https://www.youtube.com/live/Hm_DQ1iHZbo?si=uJe59AkJz_S-hGmH

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Approval of Minutes of February 3, 2026 Public Works & Safety Committee Meeting.
3. Citizen Comments - *This is an opportunity for citizens to share their opinions with Committee Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Committee is not able to answer questions or respond to your comments. All comments should be directed to the Committee. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
4. Old Business
 - a. Discussion and Possible Action regarding obtaining Easements from 219 Park Avenue and 227 Park Avenue to relay collapsed Village storm sewer pipe and restore.
 - b. Discussion and Possible Action regarding planned maintenance at DPW building.
5. New Business
 - a. Discussion and Possible Action regarding design fee change order for Prospect Avenue design with RA Smith.
 - b. Discussion and Possible Action on Responsibility for Water Main Repairs at 1357 and 1405 Capitol Drive.
 - c. Discussion and Possible Action regarding planned upcoming PFAS Wastewater Sampling.
 - d. Discussion and Possible Action regarding phasing out Village Ash Tree Treatments.
 - e. Review, discussion and possible recommendation to the Village Board for approval of Resolution No. 2026-04, A Resolution Adopting the Public Service Commission of Wisconsin Water Utility Rate Order.
 - f. Discussion and Possible Action on Village Construction Project Updates.
6. Adjournment

Note: It is possible that members and/or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; action will not be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in the notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted: May 1, 2026

**VILLAGE OF PEWAUKEE
PUBLIC WORKS AND SAFETY COMMITTEE MINUTES
FEBRUARY 3, 2026**

<https://www.youtube.com/live/V2s5t1Zv7e0?si=nKwRSIBxXcupdiIX>

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

Member Grabowski called the meeting to order at approximately 4:30 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Committee members present: Member Ed Hill, Member Mark Grabowski, Member Laurin Miller, Member Nick Wellenstein, Member Kell Belt, and Member Jim Grabowski.

Excused: Member Patrick Wunsch

Also Present: Village Administrator, Matt Heiser; Public Works Director, Dave Buechl; Public Works Supervisor, Jay Bickler; and Village Clerk, Jenna Peter.

2. Approval of Minutes of Previous Meeting – November 4, 2025, Public Works & Safety Committee Meeting
Member Belt moved, seconded by Member M. Grabowski to approve the November 4, 2025, minutes of the Public Works and Safety Committee meeting as presented.

Motion carried 6-0.

3. Citizen Comments – None.

4. Old Business

a. Discussion and possible action to resolve storm sewer obstruction at 219 Park Avenue

Director Buechl provided an update to the Committee. He reported that he contacted the affected property owners to request easement signatures needed to relay the collapsed pipe. He has not yet received a response from one of the owners, and therefore the project remains on hold. Both property owners indicated they would only consider granting an easement if the area is restored with concrete. There are currently no recorded easements for this location.

Member Hill stated that he does not believe the Village should be responsible for restoring the area with concrete if that material was originally installed at the time the boat ramp was constructed.

Member J. Grabowski noted that the situation is having an impact on the Village's storm sewer and stormwater management system.

Buechl commented that there may be existing language that could allow the issue to qualify as an emergency repair; however, at this time, the problem is affecting private property owners rather than Village infrastructure.

Member M. Grabowski added that the concrete should not have been placed in that area originally, as the storm sewer infrastructure predated its installation.

There was consensus to leave the matter as it stands unless it becomes a concern for the Village or the homeowners present an alternative option that does not require concrete restoration.

No action taken.

b. Discussion and possible action regarding adding a railing on the sidewalk in front of 319 High Street

Buechl reminded the Committee that a resident previously raised a safety concern regarding the drop-off between the sidewalk and the roadway on High Street. The resident contributed \$2,000 toward the installation of a fence in that area. Buechl reported that the Village received two bids for the project: one

for a chain-link fence and one for a pipe-railing style fence.

Discussion followed regarding the condition of the failing retaining wall and whether the proposed fence options would comply with international building code requirements.

M. Grabowski requested that Public Works explore additional alternatives that could potentially be installed by Village staff instead.

No action taken.

c. Discussion and possible action regarding the 2026 Street & Utility Program.

Buechl provided an update on the project timeline and bidding process. He reported that the Village applied for LRIP funding for W. Wisconsin Avenue and the Village has made the initial cut. The recommended projects will now be forwarded to the Wisconsin Department of Transportation for approval, with final decisions expected in early April.

J. Grabowski emphasized the need to remain mindful of the school's schedule and operations when planning the project.

Buechl clarified that Prospect Avenue is not included in the current proposal and that planning work for that area is still underway. He noted that the Village cannot seek bids for W. Wisconsin until LRIP approval is received.

A question was raised regarding whether Glacier could be bid out at this time.

Buechl confirmed that yes, Glacier could be bid now.

J. Grabowski added that Prospect is realistically being considered for 2027.

No action taken.

d. Discussion and possible action regarding Riverwood outlot parcels

Buechl provided an update regarding the parcel that the County asked whether the Village had interest in purchasing it. He explained that the parcel contains two ponds serving the Riverwood Subdivision, and these ponds would need to be incorporated into the Village's stormwater model. Much of the parcel consists of wetlands, and a significant amount of tree removal would be required if the Village were to take ownership. He noted that there are no red flags associated with the Village assuming ownership of the property. However, nearly all adjacent property owners are mowing beyond their lot lines into the parcel. If the Village were to take ownership, letters would need to be sent instructing residents to discontinue this practice.

Supervisor Bickler expressed concern regarding the current condition of the ponds.

Buechl stated that he believes the Village should assume ownership of the ponds. He will follow up with the Board once he receives further information from the County.

No action taken.

5. New Business

a. Discussion and possible action regarding draft ordinance for right of way maintenance

Buechl explained that the Department of Public Works is currently responsible for mowing certain right-of-way (ROW) areas. He clarified that the ROW refers to the space between the lot line and the pavement, or between the sidewalk and the curb. He further noted that the existing ordinance does not specify who is responsible for maintaining the ROW, which is why clarification is needed.

Hill added that the Village would also need to amend the noxious weed ordinance to ensure consistency.

Member Hill moved, seconded by Member M. Grabowski to approve the recommendation to the Village Board and change the height to 6 inches for grass and weeds.

Motion carried 6-0.

b. Discussion and possible action to review draft Well 6 PFAS Treatment study

Buechl reported that PFAS contamination was detected at the site two years ago, and a temporary PFAS treatment trailer is currently operating at that location. He explained that the purpose of the ongoing study is to determine whether the Village should invest in permanent treatment or drill a new well. He noted that shallow wells are more susceptible to contamination. He stated that Well 7, located on Cecelia Drive, is already planned to be constructed as a deep well, and Well 8 is being considered as the replacement for Well 6. Staff researched 10 or more potential sites, and Buechl reviewed the findings and the site evaluation report with the Committee. He added that, as a general guideline, municipal wells are typically placed one mile apart.

No action taken.

c. Discussion and possible action for proposal with Collier Geophysics

Buechl stated that this proposal is part of the previous draft study and represents the next step recommended by the consultant. He explained that John Jansen will review the identified locations and determine which sites are the most suitable for further evaluation. Buechl added that this work is a necessary component of the study if the Village intends to continue pursuing groundwater as its long-term water source.

Member Miller moved, to recommend to the Village Board approval of the proposal for up to \$15,000. Member Miller amended is motion, seconded by Member Wellenstein to recommend to the Village Board approval of the proposal with the additional \$10,000 to \$15,000 option if needed.

Motion carried 6-0.

d. Discussion and possible action regarding roof maintenance at DPW building.

Buechl reported that the DPW building is three years old, and annual maintenance is required to maintain the 20-year warranty on the roof.

Discussion followed regarding concerns about the warranty, the annual maintenance cost, and clarification on what the warranty actually covers, especially given that a repair was recently needed and the Village incurred charges despite the warranty.

J. Grabowski suggested that the Village seek an alternative maintenance provider for 2027.

No action taken.

e. Discussion and possible action regarding adding no parking along Ormsby Street

Buechl stated that the property owner of 505 E. Capitol Drive is requesting that a no-parking restriction be added along the east side of Ormsby Street for the first 40 feet south of E. Capitol Drive. The property owner has observed that vehicles parked in this area make it difficult for drivers to turn from Capitol Drive onto Ormsby Street.

Buechl noted that this will be addressed in the spring with pavement marking.

No action taken.

f. Discussion and possible action regarding submittal of grant application for Sweeper and Storm Water Modeling

Buechl noted that the grant would cover 25% of the cost of the sweeper.

J. Grabowski encouraged staff to continue seeking grants for any projects that may help reduce costs to the Village.

Member Hill moved, seconded by Member M. Grabowski to recommend presenting this item to the Village Board once the grant application has been approved.

Motion carried 6-0.

g. Discussion and possible action regarding brush pickup

Buechl reported that Public Works conducts brush pickup each spring, and one subdivision consistently places a large amount of brush at the curb every year.

Bickler noted that the subdivision's landscaping contractor appears to be doing the work and placing the brush out for pickup.

M. Grabowski stated that brush pickup is intended for residents, not for contractors.

Hill suggested bringing the matter to the subdivision's HOA and clarifying that the service is specifically for resident-generated brush.

M. Grabowski added that the first step should be to speak with the HOA to make them aware of the issue, and if the problem persists, the Committee could consider drafting an ordinance.

No action taken.

6. Adjournment

Member Hill moved, seconded by Member Belt, to adjourn the February 3, 2026, Public Works & Safety Committee meeting at approximately 5:54 p.m.

Motion carried 6-0.

Respectfully Submitted,

Jenna Peter
Village Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 28, 2026
Re: Agenda item 4a. Discussion and possible action regarding obtaining easements from 219 Park Avenue and 227 Park Avenue to relay collapsed Village storm sewer pipe and restore

BACKGROUND

During late 2024, the owner of 219 Park Street, Jamie L. Fox Revocable Trust, contacted the Village DPW Dept about a possible collapsed or clogged storm sewer within a storm sewer pipe that drains from a manhole in Park Street and discharges into the lake at the shoreline. The resident took a video showing runoff bubbling up through the joints in his second concrete driveway and boat launch about 15 feet from the waters edge. The end of the storm sewer outfall is located below the water surface of Pewaukee Lake. A property survey is attached but no easement was located for the Village storm sewer pipe.

In fall of 2024, the DPW staff used a jetter on two occasions for a few hours each time and attempted to jet out any debris that could be blocking the pipe. Some debris was removed but the obstruction was not removed. A pipe televising camera contractor, Visu-Sewer, was hired and attempted to better view the obstruction and it was determined to be a pipe collapse. An approximate 15 foot long section of the concrete pipe needs to be relayed. The lot owners at 219 Park Street and 227 Park Street were contacted to coordinate access and easement.

A draft version easement has been created and emailed to both the property owner at 219 Park Avenue and 227 Park Avenue on October 15, 2025. Neither property owner has signed the easement. The property owners are concerned about restoration above the area of pipe to be relayed. The current design includes cutting back the pipe approximately 10 to 15 feet to the collapse and relaying pipe and restoring with crushed stone/gravel. A contractor has been ready since October of 2025 to start work but DPW is waiting on easement to be signed to begin work.

ANALYSIS

A previous owner of 219 Park Avenue constructed a driveway and boat launch over the pipe. The weight of the concrete driveway being constructed and layed on the pipe with minimal stone cover, combined with likely vehicles also parking and launching boats over this area through the years may have caused the collapsed pipe. There could be other contributing factors to the collapse, such as freeze and thaw of ice, and groundwater washing away stone under the settling pipe. The Village Public Works and Safety Committee has stated to not use concrete restoration again over the replaced pipe to avoid having the pipe collapse again.

The property owner, Jamie L. Fox Revocable Trust, of 219 Park Avenue wants concrete to be used for restoration in the section where the pipe is proposed to be relayed and has stated he won't sign the easement if concrete is not used. The property owner at 219 Park Avenue also refused to a condition be added to easement that if concrete was used, that he agreed to not park or drive vehicles over the driveway area that has collapsed.

This item wasn't initially planned to be on the agenda, however, the owner at 227 Park Avenue stated he will attend the meeting and may sign the easement. A 12 foot wide easement is being requested from 219 Park Avenue property owner and a 2 foot wide easement is being requested from the 227 Park Avenue owner.

ACTION REQUESTED

The action requested of the Committee is to listen to property owner at 227 Park Avenue who stated he will come to meeting and encourage Village to repair pipe. DPW is ready to commence work after both property owners sign the easements.

Analysis - None

Attachment 1: Visu Sewer Report

Attachment 2: Easement 1

Attachment 3: Easement 2









W230 N4855 Betker Drive
Pewaukee, WI 53072
(262) 695-2340

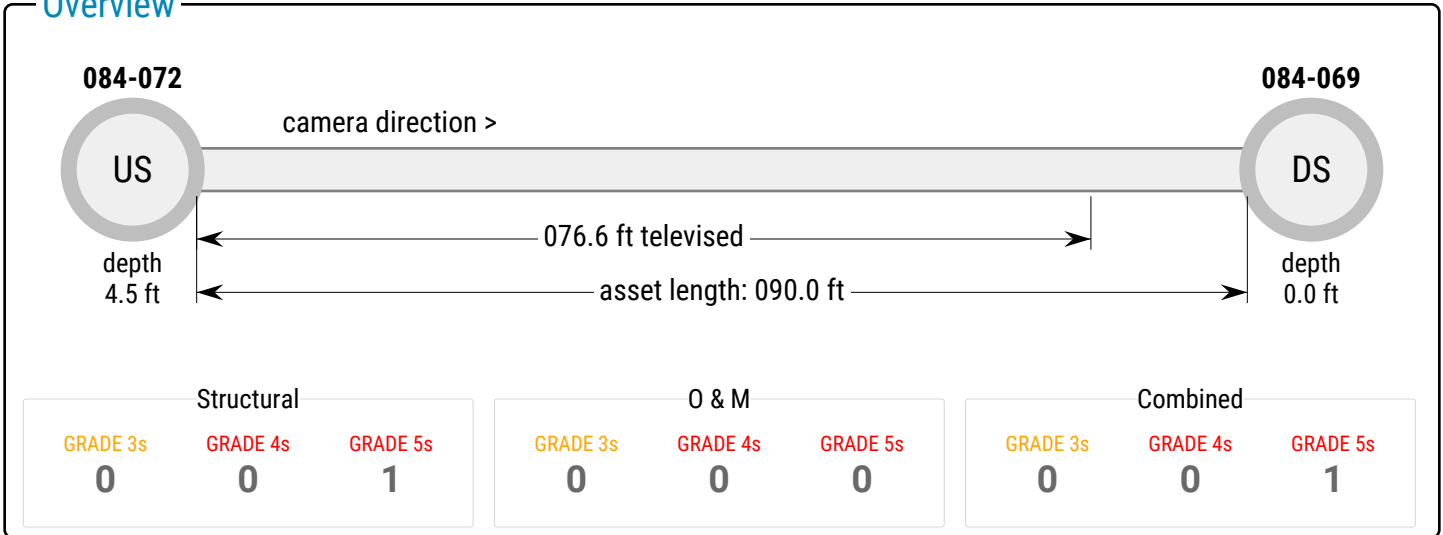
Table of Contents

Inspections

| | |
|--|---|
| VILLAGE OF PEWAUKEE • 084-072 • 084-069 • CCTV [16 • May • 2025] | 1 |
| Street: PARK AVE | |

Inspection Report

Overview



Asset

Street:

City:

Pipe Use:

Pipe Geometry:

Material:

Map #/Plan File:

Drainage Area:

Flow Direction:

Surface:

Inspection

Customer:

Project:

Job #:

Media Date/Time:

Surveyed By:

Supervisor:

Pre-Cleaning:

Truck:

Weather:

Additional Info:

Rehabilitation

Contact Local Rep. at 800-876-8478 for recommendations.

W230 N4855 Betker Drive, Pewaukee, WI 53072

Observations

084-072

camera direction >

flow >

| Feet | Code | Description | Grade | Value | Clock | Remarks |
|----------------|------------|---|-------|-------|--------|---|
| 000.0 | AMH MWL | Access Point Manhole Miscellaneous Water Level | | 0% | | Beginning Manhole: 084-072 |
| 007.5 | MGO | Miscellaneous General Observation | | | | REDOING SURVEY TILL UNDER WATER |
| 015.4 | OBB | Obstruction Brick or Masonry | 2 | 10% | 6 | BRICK |
| 034.9 | MWL | Miscellaneous Water Level | | 20% | | |
| 042.9 | MGO | Miscellaneous General Observation | | | | USING WEDGE PENETRATOR JET HEAD FROM DS |
| 057.1 | RFJ | Roots Fine Joint | 1 | | 9 - 10 | |
| 069.3 | RFJ | Roots Fine Joint | 1 | | 9 - 3 | |
| 075.0 076.6 | X MSA | Collapse Miscellaneous Survey Abandoned | 5 | 50% | | COLLAPSED PIPE 76FT |

084-069

Ratings

| Structural | | | O & M | | | Combined | | |
|------------|--------|-------|-------|--------|-------|----------|--------|-------|
| Quick | Rating | Index | Quick | Rating | Index | Quick | Rating | Index |
| 5100 | 5 | 5.0 | 2112 | 4 | 1.3 | 5121 | 9 | 2.3 |

Snapshots



Access Point Manhole at 000.0 ft | Beginning Manhole: 084-072



Miscellaneous Water Level at 000.0 ft



Miscellaneous General Observation at 007.5 ft | REDOING SURVEY TILL UNDER WATER



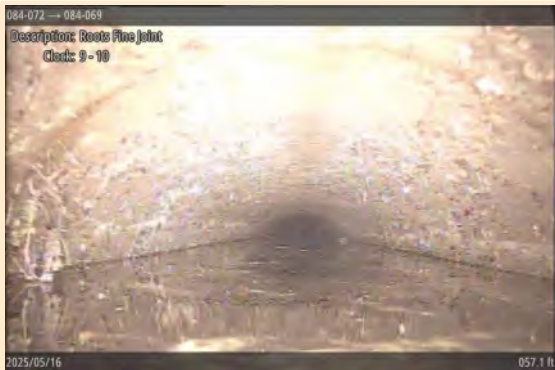
[Grade 2] Obstruction Brick or Masonry at 015.4 ft, 6 o'clock | BRICK



Miscellaneous Water Level at 034.9 ft



Miscellaneous General Observation at 042.9 ft | USING WEDGE PENETRATOR JET HEAD FROM DS



[Grade 1] Roots Fine Joint at 057.1 ft, 9 - 10 o'clock



[Grade 1] Roots Fine Joint at 069.3 ft, 9 - 3 o'clock

Snapshots



[Grade 5] Collapse at 075.0 ft



Miscellaneous Survey Abandoned at 076.6 ft |
COLLAPSED PIPE 76FT

**PERMANENT STORM SEWER
EASEMENT
AND AGREEMENT**

This easement and agreement is made and entered into this _____ day of _____, 2025 by and between JAMIE L. FOX REVOCABLE TRUST U/A/D 8/12/12, who are the owners of the property located at 219 Park Avenue, Pewaukee, WI 53072 and having Tax Key No. PWV 0899210, hereinafter referred to as “Owners”, and the Village of Pewaukee, a Wisconsin municipal corporation, hereinafter referred to as “Village”.

WHEREAS, there is currently an undocumented public storm sewer line which passes beneath Grantor’s property which discharges storm water to Pewaukee Lake; and

WHEREAS, the Village has maintained said storm sewer; and

WHEREAS, the parties are desirous of confirming their respective rights and obligations as to the location of the storm sewer for purposes of construction, operation, use, maintenance, repair, and reconstruction of the storm sewer and its appurtenances; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby consent, covenant and agree as follows:

1. The Owner does hereby convey a permanent non-exclusive easement for the construction, operation, use, maintenance and repair including reconstruction of a storm sewer and appurtenances in all that part of the Owner’s Property as described and set forth set forth in Exhibit “A” which is attached hereto and incorporated herein as though fully set forth.
2. It is an expressed condition of the granting of this easement that the surface or sub-surface of the soil as may be disturbed in the construction, operation, use and repair (including reconstruction) of such storm sewer and appurtenances will, at the expense of the Village, be replaced in substantially the same condition and the acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.
3. Owner consents to the entry by the employees, workmen, agents or independent contractors of Village for the incidental activities to the construction, operation, use, maintenance and repair (including reconstruction) of such storm sewer and appurtenances, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such storm sewer and appurtenances or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). The surface elevation of the land within the easement area shall not be raised or lowered by Owner by more than four (4) inches without the prior approval of the Village Engineer.
4. Owner agrees that the Village and/or their agent(s) are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the storm sewer and appurtenances located in the easement area.

RETURN TO:

**Village of Pewaukee
235 Hickory St.
Pewaukee, WI 53072**

PWV 0899210
(Parcel Identification Number)

5. a. Owner agrees that the Village's responsibility is to return the property area to a condition consisting of being rough graded to within +/- 3-inches of prior grade. Owner expressly agrees that the Village shall not repair, replace or compensate Owner for the removal/destruction of any improvements placed within the easement area and that the removal of the moved, damaged or destroyed improvements shall be the sole responsibility of the Owner. Notwithstanding the foregoing, repair, replacement or restoration of any driveway improvement removed or destroyed during work undertaken by the Village pursuant to this easement shall be the responsibility of the Village. The Village shall only be obligated to repair, replace, or restore any removed or destroyed driveway improvement to substantially the same condition as existed prior to such work being undertaken, as determined in the Village's sole reasonable discretion. The acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.

b. Moreover, the parties acknowledge the substandard size of said easement area and the close proximity to existing improvements, structures, and their appurtenances. The Village shall utilize reasonable industry standard methods for any work undertaken pursuant to the rights afforded in this easement. Given the foregoing, the Village shall not be responsible for damage to or the repair or replacement of any improvements, structures, or their appurtenances located outside of the easement area unless such damage is caused by a willful act or omission of the Village or its agents.

6. The parties acknowledge that the Village is obtaining these easement rights in an arm's length transaction and that this Easement shall not be considered as an exercise by the Village of its eminent domain rights under applicable Wisconsin law.

7. The Owner hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Owners shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Owners to make the grant herein contained.

8. This easement and agreement, upon its acceptance by the Village, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This easement and agreement, upon its acceptance by the Village, shall be binding upon and inure to the benefit of both parties hereto, their representative heirs, successors and assigns.

CONSENT OF MORTGAGEE

[insert name of mortgagee], mortgagee of the land of the Owner described in the above easement, hereby consents to the Owner granting said easement.

By: _____

Print Name/Title

STATE OF WISCONSIN)

)SS.

WAUKESHA COUNTY)

Personally came before me this _____ day of _____ 2025, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

My Commission expires _____

Accepted pursuant to the authority of the Village Board,

Jeff Knutson, Village President

Jenna Peter, Village Clerk

This document was drafted by:
Attorney Matthew R. Gralinski
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181

**PERMANENT STORM SEWER
EASEMENT
AND AGREEMENT**

This easement and agreement is made and entered into this _____ day of _____, 2025 by and between THE STEVEN J. AND MARY L. HOOK JOINT REVOCABLE TRUST DATED DECEMBER 21, 2015, who are the owners of the property located at 227 Park Avenue, Pewaukee, WI 53072 and having Tax Key No. PWV 0899211, hereinafter referred to as "Owners", and the Village of Pewaukee, a Wisconsin municipal corporation, hereinafter referred to as "Village".

WHEREAS, there is currently an undocumented public storm sewer line which passes beneath Grantor's property which discharges storm water to Pewaukee Lake; and

WHEREAS, the Village has maintained said storm sewer; and

WHEREAS, the parties are desirous of confirming their respective rights and obligations as to the location of the storm sewer for purposes of construction, operation, use, maintenance, repair, and reconstruction of the storm sewer and its appurtenances; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby consent, covenant and agree as follows:

1. The Owner does hereby convey a permanent non-exclusive easement for the construction, operation, use, maintenance and repair including reconstruction of a storm sewer and appurtenances in all that part of the Owner's Real Property as described and set forth set forth in Exhibit "A" which is attached hereto and incorporated herein as though fully set forth ("the easement area").
2. It is an expressed condition of the granting of this easement that the surface or sub-surface of the soil as may be disturbed in the construction, operation, use and repair (including reconstruction) of such storm sewer and appurtenances will, at the expense of the Village, be replaced in substantially the same condition and the acceptance of this easement by the Village and the installation, construction, or reconstruction of such storm sewer and appurtenances shall constitute an express acceptance by the Village of this condition to the granting of this easement.
3. Owner consents to the entry by the employees, workmen, agents or independent contractors of Village for the incidental activities to the construction, operation, use, maintenance and repair (including reconstruction) of such storm sewer and appurtenances, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such storm sewer and appurtenances or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). The surface elevation of the land within the easement area shall not be raised or lowered by Owner by more than four (4) inches without the prior approval of the Village Engineer.

RETURN TO:

**Village of Pewaukee
235 Hickory St.
Pewaukee, WI 53072**

PWV 0899211
(Parcel Identification Number)

4. Owner agrees that the Village and/or their agent(s) are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the storm sewer and appurtenances located in the easement area.

5. a. Owner agrees that the Village's responsibility is to return the property area to a condition consisting of being rough graded to within +/- 3-inches of prior grade, topsoil and with seed and mulch placed in the easement area; Owner expressly agrees that the Village shall not repair, replace or compensate Owner for the removal/destruction of any improvements placed within the easement area, and that the removal of the moved, damaged or destructed improvements shall be the sole responsibility of the Owner.

b. Moreover, the parties acknowledge the substandard size of said easement area and the close proximity to existing improvements, structures, and their appurtenances. The Village shall utilize reasonable industry standard methods for any work undertaken pursuant to the rights afforded in this easement. Given the foregoing, the Village shall not be responsible for damage to or the repair or replacement of any improvements, structures, or their appurtenances located outside of the easement area unless such damage is caused by a willful act or omission of the Village or its agents.

6. The parties acknowledge that the Village is obtaining these easement rights in an arm's length transaction and that this Easement shall not be considered as an exercise by the Village of its eminent domain rights under applicable Wisconsin law.

7. The Owner hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Owners shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Owners to make the grant herein contained.

8. This easement and agreement, upon its acceptance by the Village, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This easement and agreement, upon its acceptance by the Village, shall be binding upon and inure to the benefit of both parties hereto, their representative heirs, successors and assigns.

CONSENT OF MORTGAGEE

[insert name of mortgagee], mortgagee of the land of the Owner described in the above easement, hereby consents to the Owner granting said easement.

By: _____

Print Name/Title

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____ 2025, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires _____

Accepted pursuant to the authority of the Village Board,

Jeff Knutson, Village President

Jenna Peter, Village Clerk

This document was drafted by:
Attorney Matthew R. Gralinski
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 23, 2026
Re: Agenda item 4b. Discussion and possible action regarding planned maintenance at DPW building

BACKGROUND

The DPW Building has on-going maintenance issues that are planned to be addressed.

1. Roof: The Village DPW building has a flat rubber roof. When the building and roof were constructed, the Village obtained a warranty from Nations Roof. Annual inspections and annual maintenance from Nations Roof are required to maintain the warranty with Nations Roof. Jay is talking to some roof companies about inspections to determine maintenance needs.
2. Doors: Several doors do not close well. Jay has met with a door contractor who provided a quote for some door sealing maintenance.
3. River bank: there is some sloped areas along river that have bare soil. Turf seed restoration will be planted along the bare soil areas.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review and consider providing direction to Village DPW staff on how to proceed.

ANALYSIS

None

Recommendation

#2: I recommend that DPW hire the door contractor to provide door sealing.

#3: I recommend the bare soil areas be restored with turf.

Attachment





WISCONSIN RAPIDS
NEW BERLIN MADISON

P.O. Box 668
Wisconsin Rapids, WI 54495
Tel: 715-423-7501

Quote

Quote # : 418272
Quote Date : Mar 2, 2026
Expiration Date : Apr 1, 2026

Customer:
Cash Sales
PO Box 668
Wisconsin Rapids, WI 54495-0668

Ship To:
CPU - Cash Sales
c/o QDH 431 Harrison Street
Wisconsin Rapids, WI 54495

Account Code : CASH1
Terms : Net30
Customer Job # :
Salesperson : Bill Morey
Order Name : Village of Pewaukee, DPW Bldg

Purchase Order # :
Shipped Via : Our Truck South

Quality Door and Hardware to adjust electric strikes and door closers and replace the interior and exterior door sweeps as well as perimeter weatherstripping on the following doors; DPW West, DPW SW, DP Wash and DPW Shop East. DPW Oil Room, Well #3 N Double Doors and Well #3 SE Double Doors will have the electric strikes and door closers adjusted and replace the interior and exterior door sweeps as well as perimeter weatherstripping. An additional vertical brush astragal will be installed on the double doors to help seal the gap between the doors.

| Qty | Product Description |
|-----|--|
| 20 | Weatherstrip 964C 36" F-TEK SCREWS |
| 4 | Weatherstrip 961C 1 x 36" 2 x 84" F-TEK SCREWS |
| 3 | Weatherstrip 961C 1 x 72" 2 x 84" F-TEK SCREWS |
| 1 | Weatherstrip 961C 84"-TEK SCREWS |

Description
Installation

Price

| | | |
|----------------------|---|-----------------|
| Pre-Tax Total | : | 2,987.67 |
| WI - Wisconsin State | : | 0.00 |
| WO - Wood County 71 | : | 0.00 |
| Quote Total | : | 2,987.67 |



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 24, 2026
Re: Agenda item 5a. Discussion and possible action regarding design fee change order for Prospect Avenue design with RA Smith

BACKGROUND

On December 2, 2026, a street and utility design contract for Prospect Avenue was approved with RA Smith by the Village Board. This project also was presented at the November 4, 2025 Public Works and Safety Commission meeting. The design includes reconstructing Prospect Avenue from Main Street to School Street. The survey has been completed and the design has been started. As design has progressed, two items have come up. A change order is needed for design of water main, and Committee input is requested for reconsideration of sidewalk now that the right of way line has been accurately located.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review and consider providing direction to Village DPW staff on how to proceed with the scope of design for water main design and potential sidewalk design now that more water main record drawings have been located and lot line locations have been determined.

ANALYSIS

Change Order Part 1: When the scope was prepared for this project, the Village Geographic Information System (GIS) showed the existing water main in Prospect Avenue to all have been installed in 1995. After reviewing paper record drawings, it was determined that a 600 foot section of water main was not relayed in 1995 as 8-inch diameter PVC and is 8 inch ductile iron from 1970. This older section should be relayed when this street is reconstructed. This section also extends outside of the current anticipated project limits.

Change Order Part 2: The Village GIS currently shows the southeasterly right of way line along Prospect Avenue to be located along the edge of asphalt. After completing the survey work, the actual lot line location is much wider. Enough width exists to shift to utility poles in the terrace and grade for a future potential sidewalk, and/or install a sidewalk with construction. Previously, it was thought that additional right of way or easements would be needed from each lot owner along the southeasterly side of Prospect Avenue in order to shift the utility poles and to potentially extend the sidewalk up the hill. If only grading or sidewalk is installed, temporary grading easements will still be needed from the lot owners on the southeasterly side of Prospect Avenue.

Recommendation

Part 1: I recommend that change order for \$7,000 be approved with RA Smith to design the water main relay as part of the project.

Part 2: Since no right of way or permanent sidewalk easements are needed, I recommend that the design include the sidewalk, and at a minimum, the grading for future potential sidewalk be completed for an additional design fee of \$10,000.00. If installation of concrete sidewalk is approved, an assessment hearing would be needed to approved sidewalk assessments to lot owners. Another option is to wait 2 years, and apply for a Wisconsin DOT Safe Path to School Grant to pay for sidewalk but complete the general grading at this time.

Attachment

David Buechl

From: Scholbe, Jake <Jake.Scholbe@raSmith.com>
Sent: Tuesday, April 21, 2026 12:02 PM
To: David Buechl
Subject: RE: Prospect Avenue Reconstruction Project - Existing Sanitary and Storm sewer condition
Attachments: 260421 EC ChangeOrder Prospect Avenue.pdf

Dave,

Attached is a change order for the requested water main relay design to be incorporated in the Prospect Avenue Reconstruction project.

In addition, as discussed at the Glacier Road Precon with the right-of-way located along Prospect Avenue and being further to the east than we anticipated I'm confident we can extend the existing sidewalk from Lake Street to School Street along the east side of Prospect Avenue without any ROW acquisition. Based on the location of the existing walk I would propose a five foot wide sidewalk with a 4' terrace between the back of curb and front of sidewalk. We can modify this if we move forward on the sidewalk extension.

Also included in this change order is the design for the reconstruction of Prospect Avenue southwest of School Street to encompass the proposed water main relay, as well as the design of the sidewalk extension along the east side of Prospect Avenue (I'm assuming we would not extend the sidewalk past School Street).

The change order does not show a break down of costs, but for some reason if you are no longer interested in doing the sidewalk extension the cost of the change order would be \$7,000 i.e. \$7,000 for the water main design and roadway design and \$10,000 for the sidewalk design and temporary grading permits.

Let me know if you have any questions you may have.

Otherwise please sign and date the attached change order and send it back to me.

Thank you

Jake Scholbe, P.E.
Project Manager



16745 West Bluemound Road, Brookfield, WI 53005-5938
direct: 262-317-3360

From: Shawn Tremaine <stremaine@villageofpewaukee.gov>
Sent: Wednesday, April 8, 2026 10:27 AM
To: Scholbe, Jake <Jake.Scholbe@raSmith.com>; David Buechl <dbuechl@villageofpewaukee.gov>
Cc: Jay Bickler <jbickler@villageofpewaukee.gov>
Subject: Re: Prospect Avenue Reconstruction Project - Existing Sanitary and Storm sewer condition



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

CHANGE ORDER #1

Date: April 21, 2026
Project Number: 2268110
Project Name: Prospect Avenue Reconstruction Project
Client: Village of Pewaukee Attention: Dave Buechl, P.E., P.L.S.
Address: 235 Hickory Street Title: Director of Public Works/Village Engineer
Pewaukee, WI 53072 Phone: (262)691-5694
Fax: _____
E-Mail: dbuechl@villageofpewaukeewi.gov

SITE ADDRESS / LOCATION

Prospect Avenue: Approximately 200 feet SW of School Street to Main Street.

SCOPE OF WORK

Topographic survey of the entire right-of-way and private property as necessary including Digger's Hotline mapping and field locates with the creation of mapping and surface drawings from School Street to approximately 200' SW of School Street along Prospect Avenue. Design of approximately 400 L.F. of water main relay and WDNR permitting. Design of a proposed sidewalk extension and subsequent grading design between School Street and Lake Street including a curb ramp design at the southeast corner of the School Street/Prospect Avenue intersection. Preparation of temporary grading/construction permits and coordination with Village and property owners whose properties are impacted by the grading efforts for the proposed sidewalk extension. Design of urban road section from School Street to approximately 200' SW of School Street to encompass limits of water main relay. Plan set creation for aforementioned design work to be incorporated with project deliverables.

ESTIMATED COMPLETION SCHEDULE

July 2026

PROFESSIONAL FEES

| | | |
|-------------------------------------|-----------|----------------------|
| Original Contract..... | \$ | <u>79,400</u> |
| Change Order # 1..... | \$ | <u>17,000</u> |
| Revised Contract Amount..... | \$ | <u>96,400</u> |

ACCEPTANCE

If this proposed change is acceptable, please sign and date this original and return it to our office.

Client: _____ Professional: _____
Print Name: Dave Buechl, P.E., P.L.S. Print Name: Jacob Scholbe, P.E.
Title: Director of Public Works/Eng. Title: Project Manager
Representing: Village of Pewaukee Representing: raSmith, Inc.
Date: _____ Date: _____



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 24, 2026
Re: Agenda item 5b. Discussion and Possible Action on Responsibility for Water Main Repairs at 1357 and 1405 Capitol Drive.

BACKGROUND

On February 12, 2026, DPW was notified of a water main break in between Menards and Pick N Save. DPW went out to check and NPL, a subcontractor of We-Energies, had bored through a Village water main while installing electrical conduit. The Village called Mid City to repair the water main which was completed that day. The invoice owed to Mid City is \$11,422.18.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review and consider providing direction to Village DPW staff on how to proceed if the Village should seek payment reimbursement from NPL.

ANALYSIS

For this work, a Village right of way permit was not applied for, or required by permit conditions so no Village review of proposed contractor work occurred. NPL did call in a Digger's Hotline marking and Village staff did mark a portion of the water main in a location that was incorrect where staff thought the water main was located. Going forward, DPW staff have been told to only mark known locations of Village utilities. That being said, if the Contractor had prepared a design drawing and shown the Village water main easements which are readily available by a public records search, then it would have been known that a Village water main existed where the water main was hit. The Contractor either did not follow the plan, or did not utilize a proper design drawing showing easements. Therefore, responsibility for this hit should lie with NPL. The Village's best argument is one of simple negligence, i.e. this contractor had a duty to and should have done a basic utility location prior to commencing work and would have found the location of the village water main. Failure to do that basic due diligence caused the Village damage. Therefore they should be liable to the Village and pay for the repair.

We have had other issues with NPL in past. At the entrance to White Oaks trailer park, NPL left an open excavation all winter of 2025-2026 without pavement restoration.

Recommendation

I recommend that we pay the bill to Mid-City to get them paid, but send a copy of the invoice to NPL requesting reimbursement. If they don't pay within 2 months, then don't issue any more right of way permits listing NPL as a contractor or sub-contractor until the reimbursement is received.

Attachment



12930 W. Custer Ave., Butler, WI 53007
 Phone: (262) 781-5940
 Website: www.midcitycorp.us

Invoice

| |
|-----------------------|
| Invoice Number |
| 108524 |
| Invoice Date |
| 3/31/2026 |
| Due Date |
| 4/30/2026 |

Bill To: VILLAGE OF PEWAUKEE
 235 HICKORY STREET
 PEWAUKEE, WI 53072

Work Performed At: 1357 CAPITOL DR
 PEWAUKEE WI

| MCC Job No | Customer ID | Customer PO | Payment Terms | Date Ordered |
|---------------|---------------------------------------|-------------|---------------|--------------|
| 2675-1911-074 | VPEWAUKEE | | Net 30 Days | 2/12/2026 |
| Quantity | Description | | Unit Price | Price |
| 1.00 | 8" WATER MAIN REPAIR PER THE ATTACHED | | 11,422.18 | 11,422.18 |

| | | |
|---------------------------|-----------|------------------|
| Subtotal | \$ | 11,422.18 |
| Sales Tax (if applicable) | \$ | 0.00 |
| Total Due | \$ | 11,422.18 |

Thank you for your business!

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid 1.5% service charge will be added to all accounts due 30 days or more. 18% per annum.



Project: 8" WATER MAIN REPAIR
Bill To: VILLAGE OF PEWAUKEE
Job: 2675-1911-074
Date: Thursday, February 12, 2026

Location: 1357 Capitol Dr.

Notes: MCC arrived onsite to repair damaged water main. Dug down to the main to find main was hit on the bottom, used a 8"x25" clamp to repair. NPL directed MCC to cut conduit out of the way to make room for water main repair. MCC left road plated covering hole so NPL could repair conduit.

| | Description | Quantity | Unit | Unit \$ | Total \$ |
|-------------------|--|----------|------|------------------|--------------------|
| Labor: | | | | | |
| | Foreman | 4 | HR | \$148.00 | \$592.00 |
| | Foreman (OT) | 4 | HR | \$214.00 | \$856.00 |
| | Operator | 8 | HR | \$133.00 | \$1,064.00 |
| | Operator (OT) | 8 | HR | \$182.00 | \$1,456.00 |
| | Laborer | 8 | HR | \$122.00 | \$976.00 |
| | Laborer (OT) | 8 | HR | \$172.00 | \$1,376.00 |
| | | | | Subtotal: | \$6,320.00 |
| Equipment: | | | | | |
| EG2 | Equipment Group 2 | 1 | DY | \$3,620.00 | \$3,620.00 |
| | 1" Steel Road Plate (8'x10' or 8'x12') | 2 | EA | \$125.00 | \$250.00 |
| | Cold Weather Charge 35F-26F | 8 | HR | \$12.50 | \$100.00 |
| | | | | Subtotal: | \$3,970.00 |
| Material: | | | | | |
| | 8"x25" Clamp | 1 | EA | \$395.00 | \$395.00 |
| | Clear Stone | 21.87 | TN | \$19.99 | \$437.18 |
| | Imported Fill | 2 | EA | \$150.00 | \$300.00 |
| | | | | Subtotal: | \$1,132.18 |
| | | | | Total: | \$11,422.18 |



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 24, 2026
Re: Agenda item 5c. Discussion and possible action regarding planned upcoming PFAS Wastewater Sampling

BACKGROUND

The Village of Pewaukee provides municipal water and sewer service to properties within the Village. The wastewater is pumped to the City of Brookfield, where it is treated at the Fox River Water Pollution Control Center (FRWPCC). As a municipal partner of the wastewater treatment plant, we are bound by the rules, regulations, and municipal ordinances that apply to the City of Brookfield FRWPCC.

PFOS and PFOA contamination was recently discovered in the influent flow into the treatment plant from the Village of Pewaukee. PFOS and PFOA are often referred to as “forever chemicals”, manmade compounds commonly found in many products such as certain cleaning solutions, non-stick cookware, food wrappers, lubricants, and waterproofing tanks.

ACTION REQUESTED

The action requested of the Public Works and Safety Committee is to review and consider providing direction to Village DPW staff on how to proceed.

ANALYSIS

Through investigative sampling, contamination has been detected in the Village of Pewaukee wastewater. The Village of Pewaukee is now tasked with identifying the specific source of the contamination. We will be conducting sewer sampling at individual businesses that may discharge these contaminants.

The Village will be contracting with a certified laboratory to collect and analyze wastewater discharged from facilities in the coming weeks. Per the Village Ordinances, the business owner will be responsible for the laboratory costs of collecting and analyzing the wastewater sample.

See attached draft letter.

The Village already has an Ordinance, as attached, in place to handle this situation and how to assign the testing costs. Also, the Village needs a sample manhole on the businesses sanitary sewer lateral to most efficiently test the sewage. Unfortunately, a majority of businesses do not have these sampling manholes installed. DPW proposes to require the addition of sampling manholes be completed when, and if the business comes to Plan Commission when needing approvals. Typically, approvals could be needed for needs such as, but not limited to expansion, remodeling, updating business plan, etc. In other local communities, such as the City of Pewaukee, sewer sampling manholes are already required.

Recommendation

I recommend that this letter be used to be sent out to select local businesses as prioritized by DPW. I also recommend that when agenda items go to Plan Commission involving businesses that a condition of approval be added to require sampling manholes be added on sanitary sewer laterals.

Attachment – Letter

Attachment - Ordinance



Buisness
Address
City, Zip

Re: PFAS Wastewater Sampling

Dear Business Owner,

The Village of Pewaukee provides municipal water and sewer service to your facility. The Village wastewater (sewage) is pumped to the City of Brookfield, where it is treated at the Fox River Water Pollution Control Center (FRWPCC). As a municipal partner of the wastewater treatment plant, we are bound by the rules, regulations, and municipal ordinances that apply to the City of Brookfield FRWPCC.

PFOS and PFOA contamination was recently discovered in the influent flow into the treatment plant from the Village of Pewaukee. PFOS and PFOA are often referred to as "forever chemicals," manmade compounds commonly found in many products such as certain cleaning solutions, non-stick cookware, food wrappers, lubricants, and waterproofing fabrics.

Through investigative sampling, contamination has been detected in the Village of Pewaukee wastewater. The Village of Pewaukee is now tasked with identifying the specific source of the contamination. We will be conducting sewer sampling at individual businesses that may discharge these contaminants.

This letter is to notify you that the Village of Pewaukee will be contracting with a certified laboratory to collect and analyze wastewater discharged from your facility in the coming weeks. Per the Village Ordinances, the business owner will be responsible for the laboratory costs of collecting and analyzing the wastewater sample.

Please feel free to contact me at 262.200.7506 or via email at stremaine@villageofpewaukee.gov with any questions that you may have regarding our sampling work.

Regards,

Shawn Tremaine
Utility Operations Supervisor

Sec. 90.119. Reporting criteria for nonresidential users.

- (a) The Village of Pewaukee reserves the right to require any nonresidential user to submit quarterly, on forms provided by the village, a certified statement of the characteristics of its industrial wastes discharged into the sewers of the village. This statement shall be filed with the village not later than the tenth day of the month following the quarter for which the report is required.
- (b) Any permittee subject to regulation by EPA categorical pretreatment standard must file a Wis. Admin. Code ch. NR 101 annual monitoring report with the department of natural resources, even if total discharge volume is less than 10,000 gallons per day.
- (c) The waste characteristics to be measured and certified by the user shall be:
 - (1) BOD in milligrams per liter.
 - (2) Suspended solids in milligrams per liter.
 - (3) Phosphorus in milligrams per liter.
 - (4) Such other constituents of wastewater as directed by the village.
- (d) Should there be a difference in understanding between the village and user as to the characteristics in this section, the village reserves the right to use the village's results from analyses for purposes of billing.
- (e) As part of the industrial pretreatment program required by the EPA and DNR, the village will conduct periodic industrial sampling to determine compliance with wastewater discharge regulations. These tests will be conducted by a state-certified contract laboratory and consist of 24-hour composite sampling, with some parameters requiring grab sampling. At least one inspection/sampling visit will take place annually; some industries will be sampled twice a year (once every six months). The costs of inspection and sampling will be billed back to the industry.
- (f) Whenever required by the village, the owner of any property serviced by a building sewer carrying nonresidential wastewater and material shall install, and maintain at the owner's expense, a large manhole or sampling chamber in the building sewer in accordance with plans and specifications approved by the village. There shall be ample room in each sampling chamber to accurately sample and take composite samples for analysis. The chamber shall be safely, easily and independently (of other premises and buildings of user) accessible to authorized representatives of the village at all times. Where construction of a sampling chamber is not economically or otherwise feasible, alternate arrangements for sampling may be arranged at the discretion of the village.
- (g) Each sampling chamber shall contain a Parshall flume, weir or similar device with a recording and totalizing register for measuring liquid quantity; or the metered water supply to the industrial plant may be used as a measure of liquid quantity where it is substantiated by the village that the metered water supply and waste quantities are approximately the same or where a measurable adjustment agreed to by the village is made in the metered water supply to determine the liquid waste quantity.
- (h) Samples shall be taken every hour or half hour, as determined by the village, and properly refrigerated and composited in proportion to the flow for a representative 24-hour sample. Such sampling shall be done as prescribed by the village to assure representative quantities for the entire reporting period. Minimum requirements for determination of representative quantities or characteristics shall include reevaluation during each 12-month period. The determination of representative quantities and characteristics shall include not less than one calendar day of 24-hour composite samplings taken during periods of normal operation, together with acceptable flow measurements.
- (i) The sampling frequency, sampling chamber, metering device, sampling methods and analyses of samples shall be subject, at any time, to inspection and verification by the village.

- (j) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with Standard Methods, specified in section 90.108 or with any other method approved by the village.
- (k) Except for data determined to be confidential under Wis. Admin. Code § NR 211.26, relating to confidentiality, all reports required by this permit shall be available for public inspection at the village hall.
- (l) The permittee shall retain and preserve for no less than three years any records, books, documents, memoranda, reports, correspondence and any and all summaries relating to monitoring, sampling and chemical analyses made by or in behalf of the permittee in connection with its discharge. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the village shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.
- (m) The provisions of a permit are severable; and if any provision of the permit or the application of any provision of a permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of a permit shall not be affected.
- (n) Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate may result in prosecution under the criminal laws of Wisconsin as well as being subjected to civil penalties and relief.

(Ord. No. 427, § I(4)(h), 5-7-1996)



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

April 28, 2026

To: Public Works and Safety Members

CC: Village Administrator

From: Jay E Bickler
DPW Operations Supervisor

Date: April 28, 2026

RE: Agenda item 5d. Phase Out of Village ash tree treatments.

BACKGROUND

Starting in 2016 Wachtel Tree Science was contracted to conduct GIS public tree inventory. Following that project completion, Wachtel Tree Science presented an EAB response plan. For information, the trees are treated every 2 yrs. Our first year, 2017 - 115 trees were treated at a cost of \$11,600. Heading into 2026 Wachtel Tree Science recommends the treat 81 trees at a cost of \$11,373.

ACTION REQUESTED

The action requested of the Public Works and Safety members is to follow the advice of the Villages certified Arborist (ME) and agree to discontinue the treatment of all but 10 ash trees. The new cost would be \$1,557.00.

ANALYSIS

The Village was roughly 10yrs late on the start of treatment of our ash trees. The damage was/is done, it's time to let nature take its course. At this point I would not consider this money well spent. I have talked with our surrounding communities to find out what they have been doing. The larger communities that have their own designated Forestry Dept, saw this coming and started their own treatment program early enough. Most smaller communities like Pewaukee that don't have the time or resources have stopped treating. The Village has roughly 800 vacant spots where trees could be replaced. The DPW's current plan is to use some of the budgeted treatment money to finish our gravel bed nursery (GBN) and buy tree stock. The GBN has become very popular with other Municipalities because it's the most efficient way to replenish our inventory.

Attachments:

- 1: Village of Pewaukee Historic Ash Tree Management Summary and Timeline
- 2: Quote from Wachtel Tree Science

RECOMMENDATION

I recommend to discontinue treatment of all but 10 ash trees. The other 10 will most likely require removal over the next few years as well.

Village of Pewaukee Historic Ash Tree Management Summary and Timeline

The Village of Pewaukee contracted with Wachtel Tree Science to conduct a GIS public tree inventory in 2016. Following that project completion, Wachtel Tree Science presented findings of that project (Tree Inventory, Urban Forest Management Plan, EAB response Plan) in October 2016. The following were key findings that were presented:

- 2,281 total public trees were inventoried (2,064 street trees, 217 park trees)
- 599 ash trees were inventoried, 26.3% of the Village public tree population
- In 2016, we calculated an overall public tree value of \$2.86 million dollars and an overall public ash tree value of \$790,000.
- From those findings, we recommended the Village remove and replant 337 ash trees and treat 192 ash trees.
- The Village tentatively approved treating ash trees in the summer of 2017.
- EAB infestation and ash tree decline significantly increased in early 2017.
- Wachtel Tree Science reassessed ash trees in early 2017 and reduced the recommended ash tree total to 115 trees. These trees have been treated bi-annually since that time, removing a few every treatment cycle.
 - 2017 – Treated 115 trees. \$11,600.
 - 2019- Treated 94 trees. \$10,478.00
 - 2021 – Treated 93 trees. \$10,075.00
 - 2023 – Treated 86 trees. \$11,753.00
 - 2025 – Proposed Treating 81 trees. \$11,373.00

Wachtel Tree Science performed a public tree inventory update for the Village in 2022, reflecting previous tree removals and updating stumps/vacant planting space records. The following figures reflect some key findings of the Village's public tree inventory as of August, 2025:

- 2,632 records in tree inventory (1,737 trees, 799 vacant, 48 no plant site, 48 stumps)
- 105 public ash trees, 6% of the Village public tree population
- In the last nine years, the Village public tree population has shrunk by 327 trees, or 16%
- The Village has removed 494 ash trees because of EAB infestation and tree death
- The Village has 799 vacant plantable spaces, up from 250 in 2016



To: Trustee Jim Grabowski, Committee Chair
Members of the Public Works and Safety Committee

From: Matt Heiser
Village Administrator

Date: April 29, 2026

Re: May 5, 2026 Public Works and Safety Committee Meeting Agenda Item 5(e)
Review, discussion and possible action on Resolution No. 2026-04, A Resolution
Adopting the Public Service Commission of Wisconsin Water Utility Rate Order

BACKGROUND

The Water Utility for the Village of Pewaukee is facing a number of capital investments. It is not a complete list of projects but three significant ones already underway are: constructing a new well (#7) to replace well #2 for an estimated \$15,600,000, Radium (HMO) treatment for well #4 estimated at \$3,550,000 and PFAS treatment for well #6 estimated at \$8,000,000 could end up costing the Water Utility more than \$27,000,000. These three projects are already underway at various stages of completion.

The financial impact of these requirements on the Water Utility led staff to propose an increase in rates. The Public Service Commission (PSC) of Wisconsin regulates the rates of all public water utilities. The Village Board approved a proposal from Baker Tilly to assist the Village on a water rate increase application at its meeting on June 18, 2024. The application was completed and officially acknowledged by the PSC on July 31, 2025.

ACTION REQUESTED

The action requested is for the Committee to recommend the Village Board approve Resolution 2026-04.

ANALYSIS

Municipal Code 90.137 for the Village of Pewaukee requires water rate changes to be considered by the Public Works and Safety Committee for acceptance and implementation before going to the Village Board. The Committee usually makes recommendations to the Village Board.

The attached Resolution contains language adopting the new rate structure contained in the April 1, 2026 order. The new rates would be effective with the second quarter billing in 2026 and a second increase effective the second quarter billing of 2027 upon approval of the Resolution.

The rate was determined by PSC staff after conducting a review of the rate case application from the Village. The PSC held a public hearing on February 4, 2026, to receive technical evidence, staff testimony and public comments. All matters related to the Village’s rate application are resolved with the issuance of the Final Decision and new Rate Files (copy attached).

Village staff requested that the implementation of the new rate file be broken up to reduce the impact on the rate payers. The PSC granted this request with the Phase 1 Rate File due to be implemented in 90 days of the decision and a Phase 2 Rate File required to be implemented one year after Phase 1. Phase 1 will contain 65% of the ordered increases and Phase 2 will contain 35% of them.

The Water Utility charges a variety of rates based on both the size of the water connection (labelled as meter size in the Rate File) and three different categories of volume making it difficult to summarize the impact on all the different types of users. Appendix D of the of the Final Decision as some various scenarios to illustrate potential impacts to rate payers as prepared by PSC staff.

Village staff can estimate an impact as well. A quarterly bill from the Village Utilities has six components. Three of them are increasing while three of them are remaining the same. Ninety-eight percent of residential meters in the Village are 5/8 of an inch. The average volume for those users during the first quarter of 2026 was 10,002 gallons. The impact of the rate changes, for that meter size, using that volume, would look like the following:

| | Current | Phase 1 | Phase 2 |
|---|-----------------|-----------------|-----------------|
| Public Fire Protection (flat fee) | \$24.00 | \$42.62 | \$49.53 |
| Quarterly Service Charge (flat fee) | \$24.00 | \$30.00 | \$33.00 |
| Volume Charge (per 1,000 gals of water) | \$37.31 | \$56.01 | \$66.81 |
| Sewer Volume Charge (per 1,000 gals of water) | \$86.52 | \$86.52 | \$86.52 |
| Storm Water Utility (flat fee) | \$23.00 | \$23.00 | \$23.00 |
| Garbage (flat fee) | \$51.00 | \$51.00 | \$51.00 |
| | | | |
| Total Bill | \$245.82 | \$289.15 | \$309.86 |

Attachments:

1. Resolution 2026-04
2. Phase 1 New Rate File
3. Phase 2 New Rate File
4. Customer Water Bill Comparison at Present and Authorized Rates

STATE OF WISCONSIN VILLAGE OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION NO. 2026-04

A RESOLUTION ADOPTING THE PSC WATER UTILITY RATE ORDER

WHEREAS, The Village Board filed a conventional rate case application with the Public Service Commission of Wisconsin (PSC) on July 31, 2025; and;

WHEREAS, the PSC reviewed the application and issued a Final Decision with a service date of April 1, 2026, and;

WHEREAS, the Village Board is required to accept and implement the authorized rate increases and tariff provisions, copy attached, pursuant to Village of Pewaukee Municipal Code Section 90.137.

THEREFORE, BE IT HEREBY RESOLVED that the Village Board hereby adopts the attached Water Rates and Rules as issued by the PSC so that Phase 1 is effective with the second quarter billing for 2026 and Phase 2 is effective the second billing quarter of 2027.

Dated this 5th day of May, 2026.

VILLAGE OF PEWAUKEE

Jeff Knutson, Village Board President

ATTEST:

Jenna Peter, Village Clerk

Docket 4620-WR-103

Village of Pewaukee Water Utility
Water Rate File Changes – Phase I

Amended

F-1
Upf-1
Mg-1
OC-1
Mpa-1
Ug-1
Sg-1
BW-1
R-1
Cz-1
X-1
X-2
X-3

New

Am-1

RATE FILE

Sheet No. 1 of 1

Schedule No. F-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Public Fire Protection Service

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

Quarterly Public Fire Protection Service Charges:

| | | | |
|---------------------|-----------|------------------|-------------|
| 5/8 - inch meter: | \$ 42.62 | 3 - inch meter: | \$ 642.00 |
| 3/4 - inch meter: | \$ 42.62 | 4 - inch meter: | \$ 1,065.00 |
| 1 - inch meter: | \$ 105.00 | 6 - inch meter: | \$ 2,127.00 |
| 1 1/4 - inch meter: | \$ 159.00 | 8 - inch meter: | \$ 3,411.00 |
| 1 1/2 - inch meter: | \$ 219.00 | 10 - inch meter: | \$ 5,115.00 |
| 2 - inch meter: | \$ 339.00 | 12 - inch meter: | \$ 6,819.00 |

Customers who are provided service under Schedules Mg-1, Ug-1 or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Upf-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

| | | |
|---------------------------------|----|--------|
| 2 - inch or smaller connection: | \$ | 34.50 |
| 3 - inch connection: | \$ | 69.00 |
| 4 - inch connection: | \$ | 103.50 |
| 6 - inch connection: | \$ | 207.00 |
| 8 - inch connection: | \$ | 310.50 |
| 10 - inch connection: | \$ | 483.00 |
| 12 - inch connection: | \$ | 655.50 |
| 14 - inch connection: | \$ | 828.00 |
| 16 - inch connection: | \$ | 966.00 |

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Mg-1

Public Service Commission of Wisconsin

Amendment No. 22

Village of Pewaukee Water Utility

General Service - Metered

Quarterly Service Charges:

| | | | |
|---------------------|-----------|------------------|-------------|
| 5/8 - inch meter: | \$ 30.00 | 3 - inch meter: | \$ 165.00 |
| 3/4 - inch meter: | \$ 30.00 | 4 - inch meter: | \$ 243.00 |
| 1 - inch meter: | \$ 45.00 | 6 - inch meter: | \$ 411.00 |
| 1 1/4 - inch meter: | \$ 57.00 | 8 - inch meter: | \$ 609.00 |
| 1 1/2 - inch meter: | \$ 72.00 | 10 - inch meter: | \$ 867.00 |
| 2 - inch meter: | \$ 105.00 | 12 - inch meter: | \$ 1,128.00 |

Plus Volume Charges:

| | | | |
|-------|-----------|----------------------------|--------------------------|
| First | 50,000 | gallons used each quarter: | \$5.60 per 1,000 gallons |
| Next | 950,000 | gallons used each quarter: | \$5.30 per 1,000 gallons |
| Over | 1,000,000 | gallons used each quarter: | \$4.45 per 1,000 gallons |

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 3 percent but not less than 50 cents will be added to bills not paid within 20 days of issuance. This ONE-TIME 3 percent late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued and unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Additional Meter Rental Charge

Upon request, the utility shall furnish and install additional meters to:

- A. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and
- B. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of \$50.00 and a quarterly rental fee for the use of this additional meter.

Quarterly Additional Meter Rental Charges:

| | | |
|---------------------|----|-------|
| 5/8 - inch meter: | \$ | 15.00 |
| 3/4 - inch meter: | \$ | 15.00 |
| 1 - inch meter: | \$ | 22.50 |
| 1 1/4 - inch meter: | \$ | 28.50 |
| 1 1/2 - inch meter: | \$ | 36.00 |
| 2 - inch meter: | \$ | 52.50 |

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

- A. The additional meter is 3/4-inch or smaller if the metering configuration is the Addition Method; or
- B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than 3/4-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1 rates shall apply.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. OC-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Other Charges |
|----------------------|

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$40.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Mpa-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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|-----------------------|
| Public Service |
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Metered Service

Water used by the Village of Pewaukee on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1, excluding any service charges.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Ug-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 12,000 gallons of water quarterly under Schedule Mg-1, including the service charge for a 3/8-inch meter. If the utility determines that actual usage exceeds 12,000 gallons of water quarterly, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Seasonal Service |
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Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Bulk Water

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$50.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. R-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Reconnection Charges |
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The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

| | |
|-------------------------------|----------|
| During normal business hours: | \$50.00 |
| After normal business hours: | \$100.00 |

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Cz-1

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Water Lateral Installation Charge |
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The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Reconnection of Service

Where the water utility has disconnected service at the customer’s request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

Village of Pewaukee Water Utility

Water Utility Operating Rules

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

Village of Pewaukee Water Utility

Water Utility Operating Rules

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to ensure the safety of the public.

Village of Pewaukee Water Utility

Water Utility Operating Rules

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger’s Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Main Extension Rule

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
 - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

RATE FILE

Sheet No. 1 of 1

Schedule No. X-3

Amendment No. 22

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Water Main Installations in Platted Subdivisions |
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Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

Docket 4620-WR-103

Village of Pewaukee Water Utility
Water Rate File Changes – Phase II

Amended

F-1
Upf-1
Mg-1
Am-1
OC-1
Mpa-1
Ug-1
Sg-1
BW-1
R-1
Cz-1
X-1
X-2
X-3

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Public Fire Protection Service

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

Quarterly Public Fire Protection Service Charges:

| | | | |
|---------------------|-----------|------------------|-------------|
| 5/8 - inch meter: | \$ 49.53 | 3 - inch meter: | \$ 744.00 |
| 3/4 - inch meter: | \$ 49.53 | 4 - inch meter: | \$ 1,239.00 |
| 1 - inch meter: | \$ 126.00 | 6 - inch meter: | \$ 2,481.00 |
| 1 1/4 - inch meter: | \$ 186.00 | 8 - inch meter: | \$ 3,963.00 |
| 1 1/2 - inch meter: | \$ 249.00 | 10 - inch meter: | \$ 5,946.00 |
| 2 - inch meter: | \$ 399.00 | 12 - inch meter: | \$ 7,926.00 |

Customers who are provided service under Schedules Mg-1, Ug-1 or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Upf-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

| | | |
|---------------------------------|----|----------|
| 2 - inch or smaller connection: | \$ | 39.00 |
| 3 - inch connection: | \$ | 78.00 |
| 4 - inch connection: | \$ | 126.00 |
| 6 - inch connection: | \$ | 252.00 |
| 8 - inch connection: | \$ | 408.00 |
| 10 - inch connection: | \$ | 612.00 |
| 12 - inch connection: | \$ | 816.00 |
| 14 - inch connection: | \$ | 1,008.00 |
| 16 - inch connection: | \$ | 1,200.00 |

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Mg-1

Public Service Commission of Wisconsin

Amendment No. 23

Village of Pewaukee Water Utility

General Service - Metered

Quarterly Service Charges:

| | | | |
|---------------------|-----------|------------------|-------------|
| 5/8 - inch meter: | \$ 33.00 | 3 - inch meter: | \$ 201.00 |
| 3/4 - inch meter: | \$ 33.00 | 4 - inch meter: | \$ 297.00 |
| 1 - inch meter: | \$ 51.00 | 6 - inch meter: | \$ 513.00 |
| 1 1/4 - inch meter: | \$ 69.00 | 8 - inch meter: | \$ 765.00 |
| 1 1/2 - inch meter: | \$ 84.00 | 10 - inch meter: | \$ 1,095.00 |
| 2 - inch meter: | \$ 126.00 | 12 - inch meter: | \$ 1,425.00 |

Plus Volume Charges:

| | | | |
|-------|-----------|----------------------------|--------------------------|
| First | 50,000 | gallons used each quarter: | \$6.68 per 1,000 gallons |
| Next | 950,000 | gallons used each quarter: | \$6.30 per 1,000 gallons |
| Over | 1,000,000 | gallons used each quarter: | \$4.75 per 1,000 gallons |

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 3 percent but not less than 50 cents will be added to bills not paid within 20 days of issuance. This ONE-TIME 3 percent late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued and unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

Village of Pewaukee Water Utility

Additional Meter Rental Charge

Upon request, the utility shall furnish and install additional meters to:

- C. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and
- D. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of \$50.00 and a quarterly rental fee for the use of this additional meter.

Quarterly Additional Meter Rental Charges:

| | | |
|---------------------|----|-------|
| 5/8 - inch meter: | \$ | 16.50 |
| 3/4 - inch meter: | \$ | 16.50 |
| 1 - inch meter: | \$ | 25.50 |
| 1 1/4 - inch meter: | \$ | 34.50 |
| 1 1/2 - inch meter: | \$ | 42.00 |
| 2 - inch meter: | \$ | 63.00 |

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

- A. The additional meter is 3/4-inch or smaller if the metering configuration is the Addition Method; or
- B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than 3/4-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1 rates shall apply.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. OC-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Other Charges |
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Payment Not Honored by Financial Institution Charge: The utility shall assess a \$40.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Mpa-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Public Service |
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Metered Service

Water used by the Village of Pewaukee on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1, excluding any service charges.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Ug-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 12,000 gallons of water quarterly under Schedule Mg-1, including the service charge for a 3/8-inch meter. If the utility determines that actual usage exceeds 12,000 gallons of water quarterly, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Seasonal Service |
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Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Bulk Water |
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All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$50.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. R-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Reconnection Charges |
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The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

| | |
|-------------------------------|----------|
| During normal business hours: | \$50.00 |
| After normal business hours: | \$100.00 |

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Cz-1

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

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| Water Lateral Installation Charge |
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The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

Village of Pewaukee Water Utility

Water Utility Operating Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Reconnection of Service

Where the water utility has disconnected service at the customer’s request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Utility Operating Rules

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to ensure the safety of the public.

Village of Pewaukee Water Utility

Water Utility Operating Rules

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger’s Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.

Village of Pewaukee Water Utility

Water Main Extension Rule

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
 - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

RATE FILE

Sheet No. 1 of 1

Schedule No. X-3

Amendment No. 23

Public Service Commission of Wisconsin

Village of Pewaukee Water Utility

Water Main Installations in Platted Subdivisions

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

Village of Pewaukee Water Utility - Phase I
Customer Water Bill Comparison at Present and Authorized Rates

| Customer Type | Meter Size | Volume (1000 Gallons) | Quarterly | | | Quarterly Including Public Fire Protection | | |
|--------------------------|------------|-----------------------------|------------------------------|------------------------------|-------------------|---|------------------------------|-------------------|
| | | | Bills at Present Rates | Bills at Phase I Rates | Percent Change | Bills at Present Rates | Bills at Phase I Rates | Percent Change |
| Small Residential | 5/8" | 6 | \$ 46.38 | \$ 63.60 | 37.13% | \$ 73.38 | \$ 106.22 | 44.75% |
| Average Residential | 5/8" | 12 | \$ 68.76 | \$ 97.20 | 41.36% | \$ 95.76 | \$ 139.82 | 46.01% |
| Large Residential | 5/8" | 120 | \$ 462.50 | \$ 681.00 | 47.24% | \$ 489.50 | \$ 723.62 | 47.83% |
| Large Residential | 5/8" | 160 | \$ 606.50 | \$ 893.00 | 47.24% | \$ 633.50 | \$ 935.62 | 47.69% |
| Large Residential | 5/8" | 180 | \$ 678.50 | \$ 999.00 | 47.24% | \$ 705.50 | \$ 1,041.62 | 47.64% |
| Multi-family Residential | 1 1/2" | 250 | \$ 966.50 | \$ 1,412.00 | 46.09% | \$ 1,101.50 | \$ 1,631.00 | 48.07% |
| Multi-family Residential | 1 1/2" | 275 | \$ 1,056.50 | \$ 1,544.50 | 46.19% | \$ 1,191.50 | \$ 1,763.50 | 48.01% |
| Multi-family Residential | 2" | 280 | \$ 1,101.50 | \$ 1,604.00 | 45.62% | \$ 1,317.50 | \$ 1,943.00 | 47.48% |
| Multi-family Residential | 2" | 1,000 | \$ 3,693.50 | \$ 5,420.00 | 46.74% | \$ 3,909.50 | \$ 5,759.00 | 47.31% |
| Commercial | 1 1/2" | 700 | \$ 2,586.50 | \$ 3,797.00 | 46.80% | \$ 2,721.50 | \$ 4,016.00 | 47.57% |
| Commercial | 1 1/2" | 800 | \$ 2,946.50 | \$ 4,327.00 | 46.85% | \$ 3,081.50 | \$ 4,546.00 | 47.53% |
| Commercial | 2" | 2,500 | \$ 8,493.50 | \$ 12,095.00 | 42.40% | \$ 8,709.50 | \$ 12,434.00 | 42.76% |
| Commercial | 4" | 1,500 | \$ 5,419.50 | \$ 7,783.00 | 43.61% | \$ 6,094.50 | \$ 8,848.00 | 45.18% |
| Industrial | 5/8" | 180 | \$ 678.50 | \$ 999.00 | 47.24% | \$ 705.50 | \$ 1,041.62 | 47.64% |
| Industrial | 3/4" | 200 | \$ 750.50 | \$ 1,105.00 | 47.24% | \$ 777.50 | \$ 1,147.62 | 47.60% |
| Industrial | 1 1/2" | 150 | \$ 606.50 | \$ 882.00 | 45.42% | \$ 741.50 | \$ 1,101.00 | 48.48% |
| Industrial | 2" | 300 | \$ 1,173.50 | \$ 1,710.00 | 45.72% | \$ 1,389.50 | \$ 2,049.00 | 47.46% |
| Public Authority | 1 1/2" | 450 | \$ 1,686.50 | \$ 2,472.00 | 46.58% | \$ 1,821.50 | \$ 2,691.00 | 47.74% |
| Public Authority | 3" | 330 | \$ 1,335.50 | \$ 1,929.00 | 44.44% | \$ 1,740.50 | \$ 2,571.00 | 47.72% |
| Public Authority | 6" | 1,200 | \$ 4,627.50 | \$ 6,616.00 | 42.97% | \$ 5,974.50 | \$ 8,743.00 | 46.34% |
| Public Authority | 6" | 2,400 | \$ 8,467.50 | \$ 11,956.00 | 41.20% | \$ 9,814.50 | \$ 14,083.00 | 43.49% |

Village of Pewaukee Water Utility - Phase II
Customer Water Bill Comparison at Present and Authorized Rates

| Customer Type | Meter Size | Volume (1000 Gallons) | Quarterly | | | Quarterly Including Public Fire Protection | | |
|--------------------------|------------|-----------------------------|------------------------------|-------------------------------|-------------------|---|-------------------------------|-------------------|
| | | | Bills at Present Rates | Bills at Phase II Rates | Percent Change | Bills at Present Rates | Bills at Phase II Rates | Percent Change |
| Small Residential | 5/8" | 6 | \$ 46.38 | \$ 73.08 | 57.57% | \$ 73.38 | \$ 122.61 | 67.09% |
| Average Residential | 5/8" | 12 | \$ 68.76 | \$ 113.16 | 64.57% | \$ 95.76 | \$ 162.69 | 69.89% |
| Large Residential | 5/8" | 120 | \$ 462.50 | \$ 808.00 | 74.70% | \$ 489.50 | \$ 857.53 | 75.18% |
| Large Residential | 5/8" | 160 | \$ 606.50 | \$ 1,060.00 | 74.77% | \$ 633.50 | \$ 1,109.53 | 75.14% |
| Large Residential | 5/8" | 180 | \$ 678.50 | \$ 1,186.00 | 74.80% | \$ 705.50 | \$ 1,235.53 | 75.13% |
| Multi family Residential | 1 1/2" | 250 | \$ 966.50 | \$ 1,678.00 | 73.62% | \$ 1,101.50 | \$ 1,927.00 | 74.94% |
| Multi family Residential | 1 1/2" | 275 | \$ 1,056.50 | \$ 1,835.50 | 73.73% | \$ 1,191.50 | \$ 2,084.50 | 74.95% |
| Multi family Residential | 2" | 280 | \$ 1,101.50 | \$ 1,909.00 | 73.31% | \$ 1,317.50 | \$ 2,308.00 | 75.18% |
| Multi family Residential | 2" | 1,000 | \$ 3,693.50 | \$ 6,445.00 | 74.50% | \$ 3,909.50 | \$ 6,844.00 | 75.06% |
| Commercial | 1 1/2" | 700 | \$ 2,586.50 | \$ 4,513.00 | 74.48% | \$ 2,721.50 | \$ 4,762.00 | 74.98% |
| Commercial | 1 1/2" | 800 | \$ 2,946.50 | \$ 5,143.00 | 74.55% | \$ 3,081.50 | \$ 5,392.00 | 74.98% |
| Commercial | 2" | 2,500 | \$ 8,493.50 | \$ 13,570.00 | 59.77% | \$ 8,709.50 | \$ 13,969.00 | 60.39% |
| Commercial | 4" | 1,500 | \$ 5,419.50 | \$ 8,991.00 | 65.90% | \$ 6,094.50 | \$ 10,230.00 | 67.86% |
| Industrial | 5/8" | 180 | \$ 678.50 | \$ 1,186.00 | 74.80% | \$ 705.50 | \$ 1,235.53 | 75.13% |
| Industrial | 3/4" | 200 | \$ 750.50 | \$ 1,312.00 | 74.82% | \$ 777.50 | \$ 1,361.53 | 75.12% |
| Industrial | 1 1/2" | 150 | \$ 606.50 | \$ 1,048.00 | 72.79% | \$ 741.50 | \$ 1,297.00 | 74.92% |
| Industrial | 2" | 300 | \$ 1,173.50 | \$ 2,035.00 | 73.41% | \$ 1,389.50 | \$ 2,434.00 | 75.17% |
| Public Authority | 1 1/2" | 450 | \$ 1,686.50 | \$ 2,938.00 | 74.21% | \$ 1,821.50 | \$ 3,187.00 | 74.97% |
| Public Authority | 3" | 330 | \$ 1,335.50 | \$ 2,299.00 | 72.15% | \$ 1,740.50 | \$ 3,043.00 | 74.83% |
| Public Authority | 6" | 1,200 | \$ 4,627.50 | \$ 7,782.00 | 68.17% | \$ 5,974.50 | \$ 10,263.00 | 71.78% |
| Public Authority | 6" | 2,400 | \$ 8,467.50 | \$ 13,482.00 | 59.22% | \$ 9,814.50 | \$ 15,963.00 | 62.65% |

Village of Pewaukee Water Utility - Phase II
Customer Water Bill Comparison at Present and Authorized Rates

| Customer Type | Meter Size | Volume (1000 Gallons) | Quarterly | | | Quarterly Including Public Fire Protection | | |
|--------------------------|------------|-----------------------------|------------------------------|-------------------------------|-------------------|---|-------------------------------|-------------------|
| | | | Bills at Phase I Rates | Bills at Phase II Rates | Percent Change | Bills at Phase I Rates | Bills at Phase II Rates | Percent Change |
| Small Residential | 5/8" | 6 | \$ 63.60 | \$ 73.08 | 14.91% | \$ 106.22 | \$ 122.61 | 15.43% |
| Average Residential | 5/8" | 12 | \$ 97.20 | \$ 113.16 | 16.42% | \$ 139.82 | \$ 162.69 | 16.36% |
| Large Residential | 5/8" | 120 | \$ 681.00 | \$ 808.00 | 18.65% | \$ 723.62 | \$ 857.53 | 18.51% |
| Large Residential | 5/8" | 160 | \$ 893.00 | \$ 1,060.00 | 18.70% | \$ 935.62 | \$ 1,109.53 | 18.59% |
| Large Residential | 5/8" | 180 | \$ 999.00 | \$ 1,186.00 | 18.72% | \$ 1,041.62 | \$ 1,235.53 | 18.62% |
| Multi family Residential | 1 1/2" | 250 | \$ 1,412.00 | \$ 1,678.00 | 18.84% | \$ 1,631.00 | \$ 1,927.00 | 18.15% |
| Multi family Residential | 1 1/2" | 275 | \$ 1,544.50 | \$ 1,835.50 | 18.84% | \$ 1,763.50 | \$ 2,084.50 | 18.20% |
| Multi family Residential | 2" | 280 | \$ 1,604.00 | \$ 1,909.00 | 19.01% | \$ 1,943.00 | \$ 2,308.00 | 18.79% |
| Multi family Residential | 2" | 1,000 | \$ 5,420.00 | \$ 6,445.00 | 18.91% | \$ 5,759.00 | \$ 6,844.00 | 18.84% |
| Commercial | 1 1/2" | 700 | \$ 3,797.00 | \$ 4,513.00 | 18.86% | \$ 4,016.00 | \$ 4,762.00 | 18.58% |
| Commercial | 1 1/2" | 800 | \$ 4,327.00 | \$ 5,143.00 | 18.86% | \$ 4,546.00 | \$ 5,392.00 | 18.61% |
| Commercial | 2" | 2,500 | \$12,095.00 | \$13,570.00 | 12.20% | \$12,434.00 | \$13,969.00 | 12.35% |
| Commercial | 4" | 1,500 | \$ 7,783.00 | \$ 8,991.00 | 15.52% | \$ 8,848.00 | \$10,230.00 | 15.62% |
| Industrial | 5/8" | 180 | \$ 999.00 | \$ 1,186.00 | 18.72% | \$ 1,041.62 | \$ 1,235.53 | 18.62% |
| Industrial | 3/4" | 200 | \$ 1,105.00 | \$ 1,312.00 | 18.73% | \$ 1,147.62 | \$ 1,361.53 | 18.64% |
| Industrial | 1 1/2" | 150 | \$ 882.00 | \$ 1,048.00 | 18.82% | \$ 1,101.00 | \$ 1,297.00 | 17.80% |
| Industrial | 2" | 300 | \$ 1,710.00 | \$ 2,035.00 | 19.01% | \$ 2,049.00 | \$ 2,434.00 | 18.79% |
| Public Authority | 1 1/2" | 450 | \$ 2,472.00 | \$ 2,938.00 | 18.85% | \$ 2,691.00 | \$ 3,187.00 | 18.43% |
| Public Authority | 3" | 330 | \$ 1,929.00 | \$ 2,299.00 | 19.18% | \$ 2,571.00 | \$ 3,043.00 | 18.36% |
| Public Authority | 6" | 1,200 | \$ 6,616.00 | \$ 7,782.00 | 17.62% | \$ 8,743.00 | \$10,263.00 | 17.39% |
| Public Authority | 6" | 2,400 | \$11,956.00 | \$13,482.00 | 12.76% | \$14,083.00 | \$15,963.00 | 13.35% |



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Public Works and Safety Committee
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: April 29, 2026
Re: Agenda item 5f. Discussion and possible action regarding Village Construction Projects Update

BACKGROUND

The Village has several major on-going and planned street and utility, wastewater, and water projects. Below is an update on the current status:

1. Well 2 and Well 7: The Village Board approved a Consent Order with the Wisconsin Department of Natural Resources (WDNR) on August 6, 2024 that required the Village to locate, and potentially acquire a site if not already owned by the Village, and construct a new well, referred to as Well #7, to replace the aging Well #2. The timeline to locate and construct a new well Well #7 to replace Well #2 is listed below:

March 31, 2025: Complete well site investigation report and plans and specifications for test well

June 30, 2026: Complete plans and specifications for final well

March 31, 2027: Complete construction of final well

September 30, 2027: Submit complete plans and specifications for the well house, discharge piping, and remaining components of the corrective action.

December 31, 2028: Complete construction and installation of all required corrective actions.

December 31, 2028: Remove temporary inflatable packer at Well 2.

December 31, 2029: Return to compliance with the gross alpha particle activity Maximum Contaminant Level.

The Cecelia Avenue site was selected to be the well site location. The design drawings for Well 7 have been completed, and the PSC Construction Authorization submittal will soon be reviewed. The first phase of the Well #7 project will cost \$1,500,000. This overall project will cost approximately \$15,000,000.00. The timeline for submittal of this application is directly related to the potential water connection to the City of Pewaukee described below.

On December 9, 2025, Village staff emailed the WDNR asking for a meeting to discuss the timeline of the consent order and that the Village is exploring a connection to the Great Lakes which was not previously brought up by anyone as an alternative. Wisconsin WDNR staff have not responded yet with a meeting date.

Unfortunately, the Village currently has imminent Wisconsin Department of Natural Resources (WDNR) timelines to comply with in the next 1-2 months. In order to maintain compliance with the WDNR consent order requirements, the Village must start drilling Well #7 this spring of 2026 so "time is of the essence". This is an immediate issue for the Village because staff are also moving along with preparing to bid out a \$1,500,000 project.

2. Connection to City of Pewaukee water system: On August 1, 2025, the Village hired Strand Associates to prepare a Water Supply Service Area Plan per NR 854 to review future sources of drinking water for Village. The Village desires to make wise investments now that will align with an overall strategic plan for the Water Utility over the design life of its assets. The WDNR has established a framework for such evaluations under natural resources code NR 854 for Water Supply Service Area Plans. The Village of Pewaukee has several well water drinking water related construction projects planned for the next five years. The projects are to provide water supply and to improve water quality through filtration. The drinking water rates charged as part of the water and sewer bills will need to be increased to pay for the projects. It is prudent to determine if continuing to utilize well water is the best alternative for the next 50 years, or should a Great Lakes water connection be pursued. The City of Pewaukee is also facing similar issues locating and treating drinking water, and forecasting of high future costs. The Village was contacted by the City of Pewaukee to consider jointly studying other sources of drinking water. Before substantial investment in infrastructure that may have 60-year to 80-year design life, the Village should review the long-term plan for the service area and water supply options. At the January 20, 2026 meeting, Strand Associates presented the plan which showed that pursuing the Great Lake Water alternative would be similar in cost over 50 years, being approximately \$460,000,000, as compared to continuing to use well water, but the environmental benefits of connecting to the Great Lakes water connection would be superior as compared to continuing to utilize well water. The Village Board voted to continue pursuing study of the Great Lake Water option. The Village first needs to know what the City of Pewaukee is planning to do and see how City discussions proceed with adjoining communities related to water supply pipelines, return water pipelines, and wastewater treatment feasibility options as any pipeline will need to go through the City of Pewaukee so cooperation is necessary. On February 19, 2026, Village staff, City staff, and Southeastern Wisconsin Regional Planning Commission (SEWRPC) staff met to discuss if SEWRPC could study whether regional water supply cooperation could be feasible. On March 9, 2026, Village staff met with Foth Engineering to discuss alternatives to connect to Great Lakes water.
3. Well #3 Design and Bidding for painting and rehabilitation of 125,000 Gallon Steel Reservoir. Estimated cost \$400,000.
4. Well #4 Hydrous Manganese Oxide (HMO) Treatment Building construction: This project is still under construction and has a list of punchlist items to complete. The Village is under a consent order and being required by the Wisconsin Department of Natural Resources (WDNR) to install the HMO Treatment building at Well #4 by December 1, 2027. Final cost to be approximately \$3,500,000.00.
5. Well #5 Rehabilitation. The project was approved and will start soon. Estimated cost \$220,557.00.
6. Well #6 PFAS Treatment Study: The hiring of Ruckert/Mielke was completed on July 24, 2025 to complete an alternatives study. This study is in close to final format and was presented to the Public Works and Safety Committee on February 3, 2026. The Ruckert & Mielke study recommends to drill a new well #8. However, no future well sites are currently owned by the Village. Prior to finalizing this report to drill another well, Village staff began looking for potential well sites. Colliers Geophysics was hired to conduct geophysical analysis of several potential regions in the Village. This further study is still on-going. The cost for a new well is approximately \$13,000,000.
7. Relay of Village water mains and reconstruction of streets: The Village has several areas of old water mains that need to be replaced and other areas that have experienced water main breaks. Glacier Road is currently under construction. Additional projects are planned including but not limited to Prospect Avenue, Richmond Drive and Main Street.
8. Kopmeier Drive Lift Station: Village Staff and Village Attorney are working on a license agreement and a Utility Permit for locating the lift station and existing sewer and water pipes in the Canadian Pacific railroad right of way. The project is waiting to start. The bid cost is approximately \$1,000,000.

9. Facilities Planning Study at Sanitary Sewer Lift Station #1: Lift Station #1 is a dry pit, four-pump station constructed in 1976 and rehabilitated in 1995. The facility has a cast-in-place concrete wet well adjacent to and under a brick and block building. The building houses piping, valves, pumps, electrical equipment, a garage area and several offices. The facility is reaching its hydraulic capacity and there are aging equipment concerns. The station accepts sanitary sewage flow from the Village of Pewaukee, City of Pewaukee, and Lake Pewaukee Sanitary District and conveys the wastewater through a dual force main system to the Brookfield Fox River Pollution Control Center (FRWPCC). The dual force main system consists of two cast iron pipes sized at 20-inch and 30-inch. The City of Pewaukee has two lift stations downstream of the Village Lift Station No. 1 that discharge into the force main system. One of these lift stations was recently upgraded. The force main system should be televised to be reviewed. As part of the overall design and construction project, the five existing force main air release valves may be rehabilitated and were last done in 2014. The age of the facility and hydraulic components necessitate long-term facilities planning. A proposal for this study is currently being reviewed. If the City and Village would proceed with a Great Lakes water connection, then this planning process could change. Initial cost estimates could be in the range of \$5,000,000 to \$25,000,000.
10. Installation extent of concrete medians along Oakton Avenue and Capitol Drive at the CP Rail Crossing. Village staff emailed the Wisconsin Department of Transportation staff on March 4, 2026 asking about being able to maintain existing turning movements from Capitol Drive to E. Capitol Drive, and from Clark Street to Oakton Avenue. No response has been received.
11. Railroad Quiet Zone: The City is contemplating drafting an agreement to form a joint corridor Quiet Zone.
12. Maintenance of dam box culverts. An inspection will be scheduled to review the condition of box culverts.

ACTION REQUESTED

The action requested of the Village Board is to review the projects and consider providing any direction to staff.

ANALYSIS

The above listed projects are some of the larger or impactful projects. There are several other smaller projects continuing as well.

Attachments - none