



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MINUTES
Summit Utility District #2 Commission Meeting
December 11, 2025

CALL TO ORDER

President Riley called to order the Summit Utility District #2 meeting at 6:15 p.m. on Thursday, December 11, 2025 at Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Administrator Michael stated that the meeting was noticed to the local media and required and requested and posted on the Village posting board and website. Commissioners present were: Jim Petronovich, Jeff Lee, and Kraig Arenz, Sr. Also, present were: Chairperson Riley, Public Works Director Kamron Nash, and Administrator-Clerk/Treasurer Debbie Michael. Commissioner Justin Phillips was absent.

PUBLIC COMMENT - None

MINUTES: November 13, 2025 regular meeting

MOTION: (Petronovich, Lee) *to approve the November 13, 2025 regular meeting minutes.*
Carried. Arenz abstained.

Discussion and action on November 2025 payables and Financial Report

MOTION: (Petronovich, Lee) *to approve the November 2025 payables in the amount of \$17,797.31 and the financial report.* Carried.

Discussion on November 2025 engineering report

Engineer Malzahn, SEH Engineer, reviewed the report (on file).

Discussion and action on quote for replacement of existing pumps and quote for repairs of existing pumps

Director Nash stated we aren't in a position to ask for approval yet and will bring this back.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Arenz, Lee) *to adjourn at 6:25 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: January 8, 2026



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Steve Yoss, PE
DATE: December 31, 2025
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Action Items:
 - A. 2A – Review of ASI’s service agreement for approval. Item will have a separate agenda item. Please see attachment. Recommendation would be to approve the agreement for multi-years. *For information only - separate agenda item to follow.*
 - B. 4A Check Valve replacement – Recommendation to replace two check valves at LS 6. Please see attachment. *For information only - separate agenda item to follow.*
 - C. 5A – Review of Veolia’s first trial summary results and approval for a second trial. Item will have a separate agenda item. Please see Exhibit A attachments for summary of results. Recommendation would be to approve the second trial proposal. *For information only - separate agenda item to follow.*
2. Service Agreements Updates
 - A. ASI – Current agreement expires in 2025. New service agreement attached for review.
 - B. Starnet – 1 full-service days and then pay for service on an as needed basis.
 - C. Evoqua Bioxide Rate – Current through April 30, 2026.
 - D. Flygt – Xylem – Current agreement expires in 2025. SEH reached out on 12/30/25 for new preventative maintenance contract. Agreement will be forward when received.
3. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly maintenance duties.
 - B. Xylem/Flygt – Xylem to provide requested quote option for new pump sizes. SEH working with Xylem on pump curves and sizing.
 - i. LS 3 & LS 4 only has 1 out of the 2 pumps currently running.
4. Lift Station No. 6 – Check Valve failure
 - A. On 12/7/25 ASI noticed the lift station running more frequently than normal so on 12/8/25 ASI went down in the valve vault and noticed two check valves that had failed due to a small leak in one and the other one stays stuck open due to corrosion of the cylinder. ASI provided a quote from Dornier for the check valve component part. Please see attached quote from Exhibit B to understand the cost of one check valve from Dornier. A final quote from Dornier is planned to be provided with two check valves. Recommendation to replace two check valves.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
262.646.6855 | 888.908.8166 fax | sehinc.com

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5. Bioxide Alternatives
 - A. Veolia Water Technologies and Solutions – 12/22/2025 SEH, ASI and Veolia meet to discuss results from first trial runs. Feeding ProSweet significantly reduced H₂S levels in the airspace of LS 5. The Odlog confirmed ProSweet was removing all H₂S from LS2 as intended. See attached Exhibit C for more detailed summary of results and second trial proposal.

6. Lift Station Transducer Upgrades
 - A. Energenics (assisted by ASI) installed 2 transducers at LS 1 & LS 5 on 12/4/25. LS 4 & LS 6 were installed this week on 12/29/25 & 12/30/25. Energenics needs more time for minor programing to complete the LS 4 and LS 6 transducer install.

7. Lift Station 6 – Automatic Transfer Switch
 - A. Meyers Electric plans to replace the ATS at LS 6 once the new transfer switch comes which was planned to arrive on 12/20/2025.

8. Satellite Sewage Collection System WPDES General Permit - Public Noticed
 - A. The WDNR Sewer permit was reissued on 12/19/2025. The permit renewal is set to expire December 31, 2030. Please see Exhibit B attachments for permit documents.

9. Generac Generators for back up lift station power
 - A. Wolter Inc. – Generac industrial generator dealer. Meeting scheduled 1/14/2026 to discuss any backup power upgrades.

Exhibit A

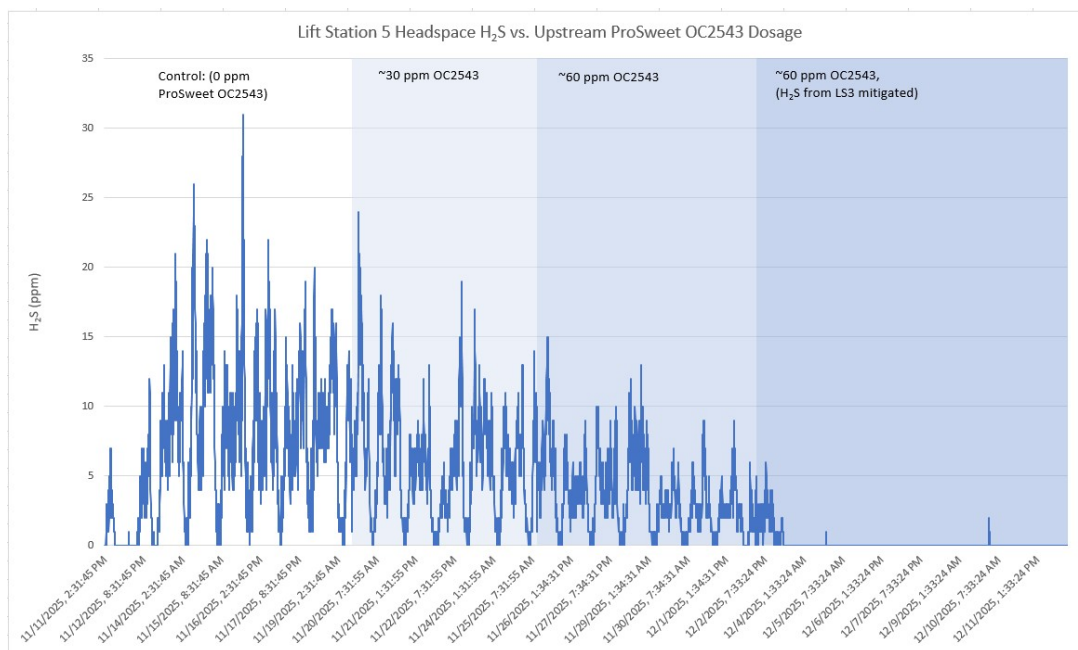
Steve Yoss

From: Plantenberg, Eric <eric.platenberg@veolia.com>
Sent: Tuesday, December 23, 2025 10:20 AM
To: Robert Malzahn; Steve Yoss; Kamron Nash; Austin; Richard Andrusko
Subject: Veolia - Summit Trial Results and Next Steps
Attachments: Veolia Proposal - Summit Utility Dist No 2 OC2543 2025.12.pdf; Copy of 400-Gallon Semi-Bulk 2-15 (1) (1).pdf

Good morning everyone. Thank you for your time yesterday. Here is a summary of our discussion, and recommendations for next steps.

Summary of results

Below is the chart from Phase 1 of our ProSweet trial. As you can see, feeding ProSweet to LS2 did significantly reduce H₂S levels in the airspace of LS5. Early in the trial, we suspect some of the measured H₂S was coming from LS3, where no chemical control was in place. Once the H₂S from that lift station was mitigated, H₂S levels dropped to near zero for the last week of the trial, confirming that ProSweet was removing all H₂S from LS2 as intended.



Trial Phase 2

Based on these results, we are recommending a Phase 2 of the trial, in which we feed ProSweet to both lift stations 2 and 3, with no Bioxide fed at any other location. This will allow us to verify that ProSweet can serve as a total replacement of Bioxide, and allow us to fine-tune the dosage to balance effectiveness and economics. Further details are as follows:

- We recommend beginning with a control period as before, monitoring H₂S at LS5 in the absence of any chemical feed (Bioxide or ProSweet)
- Once a baseline is established, begin feeding ProSweet to LS2 and LS3 at approximately 30 ppm, monitoring H₂S at LS5 to verify effectiveness

- Adjust feed rates based on measured results at LS5

I have attached a quotation for 3 drums of ProSweet OC2543; at the higher dosage from Phase 1, this would be enough for roughly one month of feed to both lift stations, but I anticipate we will be able to reduce feed rate and prolong the trial past one month.

If you would like to move forward with Phase 2, I would just need a PO for the trial chemicals. Once that is received, we can discuss a schedule, and even begin baseline monitoring while waiting for chemicals to be delivered.

Looking ahead

In our call yesterday, we also discussed some delivery logistics if you opt to move to ProSweet full time. Our E3 minibulk container option would probably be the most convenient. With this delivery method, our Veolia driver will transfer a full tote (270 gal) at one time into a 400-gallon base tote kept on site at each lift station. Depending on feed rate, which we will have a better read on after Phase 2, a tote (270 gal) should last somewhere between 3 to 6 months at each lift station. I have attached a schematic of the tank for your reference. It is a bit preliminary to dive into all of the logistics, but since it came up on the call yesterday, I wanted to share a bit of additional info.

Please let me know if you have any questions or concerns. Thank you for this opportunity!

Best,
Eric

--

Eric Plantenberg
Lead Account Manager (CMS), SE Wisconsin
Water Technologies and Solutions

cell: +1 414 208 9200
3600 Horizon Blvd, Trevose, PA 19053
www.veolia.com



Exhibit B

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

NOTICE OF FINAL DETERMINATION TO REISSUE A WISCONSIN POLLUTANT DISCHARGE
ELIMINATION SYSTEM (WPDES) GENERAL PERMIT NO. WI-0047341-07-0

General Permit Name: Satellite Sewage Collection System

Receiving Water and Location: Groundwater or surface water in the state of Wisconsin from the wastewater treatment system that receives the wastewater from the satellite sewage collection system.

Brief Description of Facilities Covered under General Permit: This permit is applicable to municipally owned satellite sewage collection systems. All municipally owned satellite sewage collection systems shall be operated under the authorization of this general permit or an individual WPDES permit issued by the department. The department may require privately-owned satellite sewage collection systems to be operated under the authorization of this general permit if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code. Satellite sewage collection system means a municipally owned or a privately-owned sewage collection system that conveys wastewater to another satellite sewage collection system or to another sewerage system that provides wastewater treatment and discharges under a separate WPDES permit as defined in s. NR 205.03(31r), Wis. Adm. Code. Examples of privately-owned satellite sewage collection systems include mobile home parks, hospitals, motels and hotels, or golf courses. This general permit was created to regulate satellite sewage collection system and provide proper operation, maintenance, and funding of satellite sewage collection systems.

Permit Drafter's Name, Address, Phone and Email: Trevor J. Moen, DNR, 625 E County Rd Y STE 700, Oshkosh WI 54904-9731, phone: (920) 424-7883 and email: Trevor.Moen@Wisconsin.gov.

Date Permit Signed/Issued: December 17, 2025

Date of Effectiveness: January 1, 2026

Date of Expiration: December 31, 2030

Following the public notice period, the Department has made a final determination to reissue the WPDES General Permit No. WI-0047341-07-0. The information from the WPDES permit file, comments received on the proposed permit and applicable Wis. Adm. Codes were used as a basis for this final determination.

The Department has the authority to issue, modify, suspend, revoke and reissue or terminate WPDES permits and to establish effluent limitations and permit conditions under ch. 283, Wis. Stats.

Any minor corrections to typographical errors, updating page numbers and headers/footers, adding and updating the Table of Contents and titles, correcting formatting, renumbering headings, and web links are not included in this summary document. The following is a summary of significant comments and any significant changes which have been made in the terms and conditions set forth in the draft permit:

Comments Received from the Applicants, Individuals or Groups

No public comments were received.

Comments Received from EPA or Other Government Agencies

No comments were received from EPA or any other government agencies.

As provided by s. 283.63, Wis. Stats., and ch. 203, Wis. Adm. Code, persons desiring further adjudicative review of this final determination may request a public adjudicatory hearing. A request shall be made by filing a verified petition for review with the Secretary of the Department of Natural Resources within 60 days of the date the permit was signed (see permit signature date above). Further information regarding the conduct and nature of public adjudicatory hearings may be found by reviewing ch. NR 203, Wis. Adm. Code, s. 283.63, Wis. Stats., and other applicable law, including s. 227.42, Wis. Stats.

Information on file for this permit action, including the draft permit and fact sheet may be reviewed on the internet at the above web link or may be inspected and copied at the permit drafter's office during office hours. Information on this permit may also be obtained by calling the permit drafter or by writing to the Department. Reasonable costs (usually 20 cents per page) will be charged for copies of information in the file other than the public notice, permit and fact sheet. Pursuant to the Americans with Disabilities Act, reasonable accommodation, including the provision of informational material in an alternative format, will be made to qualified individuals upon request.

Facility Name
Adell Sewage Collection System
Algoma Sanitary District 1
Allouez Sewage Collection System
Alpine Valley Resort
Altoona Sewage Collection System
Arena Sewage Collection System
Ashwaubenon Sewage Collection System
Baraboo Sanitary District 1
Bayfield Sewage Collection System
Bayside Sewage Collection System
Beaver Brook Sanitary District 1
Belle Plaine Waukechon Utility District
Bellevue Sewage Collection System
Biron Sewage Collection System
Black Earth Sewage Collection System
Black Wolf Sanitary District 1
Blackhawk Area Sanitary District
Blair Sewage Collection System
Blue Spring Lake Management District
Bohners Lake Sanitary District 1
Bonduel Sewage Collection System
Bridgeport Sanitary District 1
Bristol Utility District 3
Bristol Utility District 4
Brockway Sanitary District 1
Brookfield Sanitary District 4
Brown Deer Sewage Collection System
Browns Lake Sanitary District
Butler Sewage Collection System
Caledonia Utility District
Calumet Sanitary District 1
Cambridge Sewage Collection System
Cameron Sewage Collection System
Camp Douglas Sewage Collection System
Campbell Utility District 1
Carefree Estates MHC
Cecil Sanitary Sewage Collection System
Cedar Community - Cedar Lake Campus
Clarks Mills Sanitary District
Clayton Sanitary District 1
Cloverleaf Lakes Sanitary District 1
Combined Locks Sewage Collection System
Cottage Grove Sewage Collection System
Country Estates Sanitary District
Cudahy Sewage Collection System
Dane Sewage Collection System

Darboy Joint Sanitary District 1
Darien Sewage Collection System
Darien Utility District 1
De Pere Sewage Collection System
DeForest Sewage Collection System
Delafield Sewage Collection System
Delavan Lake Sanitary District
Delavan Sewage Collection System
Dodgeville Sanitary District 1
Downing Sewage Collection System
Dresser Sewage Collection System
Dunn Sanitary District 1
Dunn Sanitary District 2 - Kegonsa Sanitary District
Dunn Sanitary District 3
Dunn Sanitary District 4
Dyckesville Sanitary District
East Troy Sanitary District 2
Edgewood Shangrila Sanitary District
Elba Sanitary District 1
Eleva Sewage Collection System
Elkhart Lake Sewage Collection System
Elkhorn Sewage Collection System
Elm Grove Sewage Collection System
Elmwood Park Sewage Collection System
Embarrass Sewage Collection System
Empire Sanitary District 1
Empire Sanitary District 2
Empire Sanitary District 3
Fall River Sewage Collection System
Fitchburg Utility District 1
Fond du Lac Sanitary District 2
Fond du Lac Sanitary District 3
Fond du Lac Sanitary District 4
Fontana Sewage Collection System
Fox Crossing Utilities
Fox Lake Inland Lake Protection and Rehabilitation District
Fox Lake Sewage Collection System
Fox Point Sewage Collection System
Franklin Sewage Collection System
Fremont Sewage Collection System
Friendship Consolidated Sanitary District 1
Friendship Sanitary District 2
Friendship Sewage Collection System
GB2, LLC
Geneva National Sanitary District
Germantown Sanitary District
Germantown Sewage Collection System

Glacial Basin Subdivision HOA
Glenbeulah Sewage Collection System
Glendale Sewage Collection System
Golden Valley Mobile Home Park
Gordon Sanitary District 1
Grand Chute Sanitary District 2
Green Bay Sewage Collection System
Green Valley Sanitary District 1
Greenbush Sanitary District 1
Greendale Sewage Collection System
Greenfield Sewage Collection System
Greenville Sanitary District 1
Hales Corners Sewage Collection System
Harmony Grove Sanitary District 1
Harrison Utilities
Hartland Sewage Collection System
Herman Sanitary District 1
Hilldale Sanitary District
Hingham Sanitary District
Hobart Sewage Collection System
Howard Sewage Collection System
Hubbard - Hustisford Sanitary District 1
Hubbard Sanitary District 2
Hurley Sewage Collection System
Ironton Sewage Collection System
Island View Sanitary District
Ithaca Sanitary District 1
Ixonia Sanitary District 2
Johnsburg Sanitary District
Kaukauna Sewage Collection System
Kekoskee Sewage Collection System
Kimberly Sewage Collection System
Kohler Sewage Collection System
Kronenwetter Sewage Collection System
Lac La Belle Sewage Collection System
Lake Como Sanitary District No 1
Lake Delton Sewage Collection System
Lake Pewaukee Sanitary District
Lannon Sewage Collection System
Lawrence Utility District
Ledgeview Sanitary District 2
LeRoy Sanitary District 1
Liberty Grove Utility District 1
Lincoln Sanitary District 1
Lisbon Sanitary District 1
Little Chute Sewage Collection System
Little Elkhart Lake Rehabilitation District

Little Green Lake Protection and Rehabilitation District
Loyal Sewage Collection System
Lyndon Sanitary District 1
Madison Sewage Collection System
Mallard Ridge Landfill Inc
Maple Bluff Sewage Collection System
Mary Lane Area Sanitary District
Mazomanie Sewage Collection System
McFarland Sewage Collection System
Menasha Sewage Collection System
Menomonee Falls Sewage Collection System
Mequon Sewage Collection System
Edison Estates Mobile Home Park
Middleton Sewage Collection System
Milwaukee County Facilities
Milwaukee MS4 and Sewage Collection System
Milwaukee Regional Medical Center
Mishicot Sewage Collection System
Monona Sewage Collection System
Mosinee Sewage Collection System
Mount Pleasant Sewage Collection System
Muskego Sewage Collection System
Nashotah Sewage Collection System
Neenah Sanitary District 2
Neenah Sewage Collection System
New Berlin Sewage Collection System
North Bay Sewage Collection System
North Fond du Lac Sewage Collection System
North Hudson Sewage Collection System
North Shore Sanitary District
Oak Creek Sewage Collection System
Oakland Sanitary District 1
Oconomowoc Utility District 1
Oconto Sanitary District 1
Okee Sanitary District 1
Oliver Sewage Collection System
Onalaska Sewage Collection System
Orihula Sanitary District
Park Ridge Sewage Collection System
Parkland Sanitary District 1
Pence Town Sewage Collection System
Pensaukee Sanitary District 1
Pewaukee City Sewage Collection System
Pewaukee Village Sewage Collection System
Pikes Bay Sanitary District
Pine Creek Sanitary District 1
Pine Valley Community Village

Pleasant Prairie Sewage Collection System
Pleasant Springs Sanitary District 1
Pleasant View Nursing Home
Portland Sanitary District 1
Pound Sewage Collection System
Prairie du Chien Utility District 1, 2, & 3
Prairie du Sac Sewage Collection System
Prairie Sanitary District
Redgranite Mobile Home Park
Rhine and Plymouth Sanitary District 1
Rib Mountain Sanitary District
Richmond Sanitary District 1
River Hills Sewage Collection System
Riverlane MHC
Rochester Sewage Collection System
Rothschild Sewage Collection System
Rudolph Sewage Collection System
Saint Francis Sewage Collection System
Sauk City Sewage Collection System
Scenic Drive Sanitary District
Schofield Sewage Collection System
Scott Municipal Utility
Shawano Lake Sanitary District 1
Shawano Sewage Collection System
Sheboygan Falls Sewage Collection System
Sheboygan Sanitary District 2
Shelby Sanitary District 2
Shorewood Hills Sewage Collection System
Shorewood Sewage Collection System
Silver Lake Sanitary District
Siren Sanitary District 1
Somers Utility District 1 and KR Utility District
Southern Wisconsin Center
Springbrook Village MHC
Strum Sewage Collection System
Sturtevant Sewage Collection System
Suamico Sewage Collection System
Sullivan Town Sewage Collection System
Sullivan Village Sewage Collection System
Summit Utility District 2
Taycheedah Sanitary District 1
Taycheedah Sanitary District 3
The Salvation Army - Army Lake Camp
Thiensville Sewage Collection System
Town of Pittsfield Utility District 1
Upper Saint Croix Lake Sanitary District
Verona Sewage Collection System

Verona Utility District 1
Vienna Utility District 1
Vienna Utility District 2
Wales Utility District 1
Wallace Lake Sanitary District
Walworth County Lakeland Complex
Walworth Sewage Collection System
Waterford Sanitary District 1
Waterford Sewage Collection System
Waunakee Sewage Collection System
Waupaca Chain O Lakes Sanitary District 1
Wautoma Sewage Collection System
Wauwatosa Sewage Collection System
West Allis Sewage Collection System
West Baraboo Sewage Collection System
West Milwaukee Sewage Collection System
Weston Sewage Collection System
Westport Sewer Utility District
Westwood Estates MHC
Whitefish Bay Sewage Collection System
WI DNR Kettle Moraine State Forest Pike Lake Unit
WI DOC Oakhill Correctional Institution
Williams Bay Sewage Collection System
Wilson Sanitary District 1
Wilson Sanitary District 2
Windsor Sewage Collection System (North and South)
Winneconne Sanitary District 3
Wisconsin Air National Guard 128th Air Refueling Wing
Wisconsin Dells Sewage Collection System
Wisconsin State Fair Park
Wisconsin Veterans Home at King
Withee Sewage Collection System
Wolf River Sanitary District



December 19, 2025

Subject: Reissuance of WPDES General Permit No. WI-0047341-07-0

Dear Permittee:

The Wisconsin Department of Natural Resources (Department) has made a final determination to reissue the *Satellite Sewage Collection System* Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-0047341-07-0. The WPDES general permit will be effective on **January 1, 2026**. The reissued permit and permit fact sheet are attached to the email with this letter and can also be found here:

<https://dnr.wisconsin.gov/topic/Wastewater/GeneralPermits.html>. A notice of final determination (NFD) to reissue the general permit is attached to the email with this letter. This notice summarizes any significant public comments received during the public notice period on the proposed reissuance and the Department responses to those comments. Permittees may request that this letter, NFD, and general permit be mailed to them.

Department records indicate that the satellite sewage (sanitary sewer) collection system for your facility and/or municipality was covered under the current WPDES General Permit No. WI-0047341-06-0. The satellite sewage collection system is eligible for continued coverage and is hereby authorized under the reissued *Satellite Sewage Collection System* WPDES General Permit No. WI-0047341-07-0 in accordance with Section 2.2.1 of the general permit and s. NR 205.08, Wis. Adm. Code. Coverage will become effective under this general permit starting on January 1, 2026, until permit termination, revocation and reissuance, or reissuance of the general permit. A list of satellite sewage collection systems covered by this general permit is attached to the email with this letter.

If you are not the authorized representative and you currently have access on Switchboard for an electronic Compliance Maintenance Annual Report (eCMAR) or electronic Discharge Monitoring Report (eDMR) submit role, you are required to submit a delegation of signature authority (DSA) request (Form 3400-220, Delegation of Signature Authority) to the department. This DSA allows you to submit any required permit document (i.e. eDMRs, Overflow Forms, and eCMARs) on the behalf of the authorized representative for the satellite sewage collection system in accordance with Section 6.1.1 of the Permit. The person(s) delegated signature authority to submit the permit documents on behalf of the authorized representative must be responsible for the overall operation of the satellite sewage collection system. A copy of the DSA form is available under the signature tab at the Wastewater General Permits Webpage link listed above.

You are responsible for compliance with the general permit requirements and conditions listed contained in the general permit. **To assure you remain in compliance and avoid any enforcement action, please read the general permit over carefully.**

Additional information regarding the Department's legal authority in this matter and your rights of appeal are shown below. Please contact me by phone: (920) 410-5192 or by email: Trevor.Moen@Wisconsin.gov if you have any questions regarding this letter.

Sincerely,

Trevor Moen
Wastewater Engineer
Bureau of Water Quality

LEGAL AUTHORITIES AND APPEAL RIGHTS

Section 283.35(1), Wis. Stats., authorizes the Department to issue a general permit applicable to a designated area of the state authorizing discharges from specified categories or classes of point sources located within that area. Upon the request of the owner or operator of a point source, the Department shall withdraw the point source from the coverage of a general permit and issue an individual Wisconsin Pollutant Discharge Elimination System (WPDES) permit for that source in accordance with s. 283.35(2), Wis. Stats. Additionally, the Department may withdraw a point source from the coverage of a general permit and issue an individual WPDES permit if that source meets any of the factors listed in s. 283.35(3), Wis. Stats. Issuance of such an individual permit will provide for a public comment period, and potentially a public informational hearing and/or an adjudicatory hearing. In lieu of general permit withdrawal, the Department may refer any violation of a general permit to the Department of Justice for enforcement under s. 283.91, Wis. Stats., pursuant to s. 283.89, Wis. Stats. In order to remain in compliance and avoid any enforcement action, **please read your permit carefully.**

To challenge the reasonableness of or necessity for any term or condition of an issued, reissued, or modified general permit, s. 283.63, Wis. Stats., and ch. NR 203, Wis. Adm. Code, require that you file a verified petition for review with the Secretary of the Department of Natural Resources within 60 days after notice of the permit decision was issued by the Department. For other permit-related decisions, such as the decision to confer general permit coverage to your facility, that are not reviewable pursuant to s. 283.63, Wis. Stats., it may be possible for permittees or other persons to obtain an administrative review pursuant to s. 227.42, Wis. Stats., and s. NR 2.05(5), Wis. Adm. Code, or a judicial review pursuant to s. 227.52, Wis. Stats. If you choose to pursue one of these options, you should know that Wisconsin Statutes and Administrative Code establish time periods within which requests to review Department decisions must be filed.

PERMIT FACT SHEET

General Information

Permit Number:	WI-0047341-07-0
Permit Name:	Satellite Sewage Collection System
Permittee:	Owners of satellite sewage collection systems in the state of Wisconsin
Discharge Location:	Indirect discharge to another satellite sewage collection systems or another sewerage system that provides wastewater treatment and discharges under a separate WPDES permit
Receiving Water:	Groundwater or surface water in the state of Wisconsin from the wastewater treatment system that receives the wastewater from the satellite sewage collection system. Note: This general permit prohibits the discharge of wastewater from a satellite sewage collection system directly to receiving waters.

WPDES Permit Program Background

Chapter 283 of Wisconsin Statutes requires a Wisconsin Pollutant Discharge Elimination System (WPDES) permit for the discharge of any pollutant through a point source into any waters of the state which includes surface waters and groundwater. WPDES permits are issued by the Wisconsin Department of Natural Resources (department) consistent with applicable federal requirements. These permits contain requirements that include pollutant discharge limitations, monitoring and reporting or record keeping requirements, best management practices and other provisions to reduce, eliminate, or minimize the risk of pollutants impacting human health and water quality.

A WPDES permit is an allowance for a facility to discharge a specified amount of a pollutant into the waters of the state under specific conditions. There are two basic types of WPDES permits:

- **Individual permit.** An individual permit is a permit specifically tailored to an individual facility. Once a facility submits a complete application(s), the department develops a draft permit for that particular facility based on the information contained in the permit application (e.g., type of activity, nature of discharge, receiving water quality). After a public participation process, the department may issue the permit to the facility for a specific time period (not to exceed five years) with a requirement that the facility reapply 180 days prior to the expiration date. Public notices are posted for each individual permit application and proposed individual permit permittee.
- **General Permit.** A general permit covers a group or category of dischargers with similar qualities within a designated area of the state under one WPDES permit. A general permit provides coverage to several dischargers. To obtain coverage under a general permit for a discharge of pollutants, an owner or operator must submit a notice of intent (NOI) requesting general permit coverage. General permits have an effective term of 5 years from the date of issuance. If a permittee submitted a complete and timely NOI to be covered by the general permit and the department approves coverage, the discharge of pollutants is then subject to all conditions of the general permit and these terms or conditions shall continue to apply until the effective date of the reissued general permit. Public notices are issued for the general permit and not for the permittee

covered under the general permit. A person may apply for general permit coverage at the time a general permit is issued or a person may apply during the term of the permit.

General Permit Objective

This general permit was created to regulate satellite sewage collection systems and provide proper operation, maintenance, and funding of satellite sewage collection systems. Also, the general permit provides standard procedures for monitoring and reporting sanitary sewer overflows statewide to protect public health and the water quality of groundwater and surface waters in the state of Wisconsin.

General Permit Description

Section NR 210.20, Wis. Adm. Code, requires that all municipally owned satellite sewage collection systems shall be operated under the authorization of a general permit or an individual permit issued by the department. The department may require privately owned satellite sewage collection systems to be operated under the authorization of a general permit or an individual permit issued by the department if the department determines a permit is necessary to assure compliance with the requirements of Subchapter IV of ch. NR 210, Wis. Adm. Code. The department recognized that many satellite sewage collection systems perform the same operations and have the same reporting requirements. As a result, the department developed this general permit that covers municipally-owned satellite sewage collection systems.

General Permit Summary

This general permit establishes applicability criteria, obtaining permit coverage requirements, system operating and reporting requirements, sanitary sewage overflow requirements, and standard requirements for the operation of a satellite sewage collection system.

Fact Sheet Organization

This fact sheet serves to explain the rationale and assumptions used in deriving the conditions and requirements set forth in the general permit. Additionally, this fact sheet highlights changes in permit conditions that the department proposes to make when reissuing the Satellite Sewage Collection System WPDES permit. This fact sheet compares conditions in the previous general permit to those in the reissued permit. The previous permit remains in effect until the new permit is reissued. The sections that follow are taken from the permit and are numbered in this fact sheet as they are numbered in the permit.

1 Applicability Criteria

According to s. NR 205.08(2), Wis. Adm. Code, the department may include applicability criteria in general permits.

Changes from Previous Permit

- None

1.1 Facilities Covered

This permit is applicable to municipally-owned satellite sewage collection systems as defined in s. NR 205.03(31r), Wis. Adm. Code. The satellite sewage collection system must only collect and convey domestic wastewater as defined in s. NR 205.03(14), Wis. Adm. Code, or municipal wastewater as defined in s. NR 205.03(19), Wis. Adm. Code. Also the satellite sewage collection system must be owned and operated by a municipality as defined in s. 283.01(7), Wis. Stats or a person as defined in s. 283.01(11), Wis. Stats. Lastly, the permittee must submit a complete and timely Notice of Intent (NOI) to the department in accordance with Section 2 and the permittee receives a letter from the department granting them coverage under this general permit.

All municipally owned satellite sewage collection systems shall be operated under the authorization of this general permit or an individual WPDES permit issued by the department. The department may require privately-owned satellite sewage collection systems to be operated under the authorization of this general permit if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

1.2 Facilities and Activities Not Covered

According to 40 CFR 122.28(a)(4)(ii), general permits may exclude specified sources from coverage. Below is an explanation for all facilities or activities not covered under the permit.

Sanitary Sewer Overflows (SSOs): Section NR 210.21(1), Wis. Adm. Code, states that SSOs are prohibited and may not be approved by the department nor authorized in a permit issued by the department. Therefore, SSOs are not authorized whether or not a municipally or privately-owned collection system is covered by this general permit. Sanitary sewer overflow means a release of wastewater from a sewage collection system or an interceptor sewer directly into a water of the state or to the land surface pursuant to s. NR 210.03(10), Wis. Adm. Code. If an SSO does occur from a satellite sewage collection system covered under this general permit, please follow the SSO reporting procedures provided in the general permit.

Building Sewers: Building sewers or drain systems associated with buildings or individual private residences are not applicable to this general permit as these systems are owned by an individual owner and not the owner of the sewage collection system. Drain system includes all the piping or any portion of the piping within public or private premises which conveys wastewater to a legal point of disposal but does not include the mains of public sewer systems or a private onsite wastewater treatment system or public sewage treatment or disposal plant pursuant to s. SPS 381.01(82), Wis. Adm. Code. Building sewer means that part of the drain system not within or under a building which conveys its discharge to a public sewer, private interceptor main sewer, private onsite wastewater treatment system, or other point of discharge or dispersal pursuant to s. NR 110.03(6s), Wis. Adm. Code.

The department may require building sewers to be operated under the authorization of this general permit if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

Sewage Collection Systems: This general permit is not required for sewage collection systems that are owned and operated by the same entity as the publicly-owned treatment works or privately-owned

domestic treatment works. The publicly-owned treatment works or privately-owned domestic treatment works will have a WPDES permit that will include requirements for the sewage collection system and requiring this general permit for these systems would be duplicative.

Satellite Sewage Collection Systems with an individual WPDES permit: This general permit is not applicable to satellite sewage collection system covered under an individual WPDES permit. The individual permit will include many of the same requirements as this general permit. Also satellite sewage collection systems covered under individual WPDES permits require extra attention to correct and eliminate SSOs. This general permit may become applicable once the SSO problems are addressed in the system.

Industrial Wastewater Collection Systems: This general permit is not required for industrial wastewater collection systems associated with an industrial wastewater treatment or pretreatment facilities. The requirements of satellite sewage collection systems are included in Subchapter IV of Chapter NR 210, Wis. Adm. Code. Section NR 210.19, Wis. Adm. Code, states that Subchapter IV applies to all publicly owned treatment works and privately-owned domestic treatment works that own and operate a sewage collection system, including satellite sewage collection systems. Chapter NR 210, Wis. Adm. Code, does not include industrial wastewater collection systems associated with an industrial wastewater treatment or pretreatment facilities. However, this general permit may apply to private interceptor main sewers at industrial facilities that convey solely sanitary or domestic wastewater to a municipally owned sewage collection system if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

Commercial Domestic Establishments: Satellite sewage collection systems associated with commercial domestic establishments (e.g. mobile home parks, hospitals, motels) are considered privately-owned satellite sewage collection systems. Therefore, they would not require coverage under this general permit unless the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

2 Application for Permit Coverage

Changes from Previous Permit

- The department has revised the permit application requirements in the reissued permit. The permit application requirements now specify the application requirement for new applications and existing permittees. The permit application requirements assures that all the necessary permittee information is properly reported to the department and will help the department determine if a satellite sewage collection system is eligible for the general permit. Data provided will be entered into the department permitting database to facilitate setting-up compliance annual maintenance reports or electronic discharge monitoring reports (if necessary). Also, the permit application requirements have been updated to reflect changes from paper to electronic submittals using the online ePermitting System consistent with the EPA eReporting rule in 40 CFR Part 127. The sections below explain the rationale and assumptions used in deriving the permit application requirements for this general permit.

2.1 New Permittees

2.1.1 Submittal of an Electronic Notice of Intent (eNOI)

Any new permittee meeting the applicability criteria in Section 1 of this general permit that owns and operates a satellite sewage collection system that was not previously covered under WPDES Permit No. WI-0047341-06-0 prior to the **Effective Date** of this general permit shall submit a complete electronic Notice of Intent (eNOI) for coverage under this general permit 30 days prior to operation of the satellite sewage collection system or being notified by the department for need of this general permit in accordance ss. NR 205.08(3) and NR 216.22(2), Wis. Adm. Code.

New permittees must submit an eNOI to obtain coverage under this general permit using the online ePermitting System pursuant to the eReporting Rule in 40 CFR Part 127. The ePermitting System is available for use at water permit applications (<https://dnr.wisconsin.gov/permits/water>). The ePermitting System does not require any special software and is completely web-based and available using any internet browser.

Applicants must have or create a MyWisconsin ID to access the eNOI. If the applicant already has a MyWisconsin ID, then the applicant does not need to recreate one and they may access the eNOI. Note: Effective September 2025, MyWisconsin ID replaced the previous “WAMS ID” login requirement. Users are now required to log in to the ePermitting System using a MyWisconsin ID instead of their prior WAMS ID.

2.1.2 NOI Review Time Period

The department will evaluate the information submitted in the eNOI to determine whether the eNOI is true, accurate, complete, and whether the facility is eligible for coverage under the general permit within 30 calendar days of receipt of the complete NOI and associated attachments pursuant to ss. NR 205.08(3) and NR 216.22(5)(a), Wis. Adm. Code.

In accordance with s. NR 205.08(5), Wis. Adm. Code, if the department notifies an applicant that a discharge is ineligible for coverage under this general permit but still requires WPDES permit coverage, the applicant shall apply for and obtain coverage under an individual WPDES permit (or alternative general permit, if available). The necessary steps to apply for coverage under an individual permit can be found at the department website: <http://dnr.wi.gov/topic/wastewater/PermitApplications.html>.

2.1.3 Content of the eNOI

The contents of the notice of intent shall be specified in the general permit and shall require the submission of information necessary for adequate program implementation, including at a minimum, the legal name and address of the owner or operator, the facility name and address, type of facility or discharges, the receiving stream(s), and other required data elements as identified in appendix A to part 127 pursuant to 40 CFR Part 122.28(b)(2)(ii).

2.1.4 NOI Attachments

Attachments to a NOI are considered a part of the NOI and must be submitted pursuant to ss. NR 205.08(3) and NR 216.22(2), Wis. Adm. Code.

2.1.5 Incomplete eNOI

The department will evaluate the information submitted in the eNOI to determine whether the eNOI is true, accurate, complete, and whether the facility is eligible for coverage under the general permit. The department may require more information than what is provided in the notice of intent in order to determine if coverage under a general permit is appropriate. The applicant shall provide additional information requested by the department within 30 days from receipt of notification by the department pursuant to ss. NR 205.08(3), NR 216.22(6) and NR 216.22(8), Wis. Adm. Code.

2.1.6 Granting of Permit Coverage to New Permittees

The department will transmit a coverage letter via mail addressed to the permittee stating that the discharge from the facility is granted coverage under this general permit within 30 calendar days of receipt of the eNOI unless the department has otherwise notified the permittee of the need for additional information as identified in section 2.1.2 and 2.1.5 or the department determines that the permittee is ineligible for coverage under this general permit. Initial coverage under this permit will become effective at a new facility beginning upon the **Start Date** specified by the department in the coverage letter in accordance with ss. NR 205.08(3) and NR 216.22(5)(a), Wis. Adm. Code and 40 CFR 122.28(b)(2)(iv).

2.2 Existing Permittees

2.2.1 Granting of Permit Coverage to Existing Permittees

Any existing permittee that still meets the applicability criteria in Section 1 of this general permit and has an satellite sewage collection system that was previously covered under WPDES Permit No. WI-0047341-06-0 prior to the **Effective Date** of this general permit, the permittee is automatically granted coverage under this general permit upon the **Effective Date** in accordance with ss. NR 205.08(3) and NR 216.22(9), Wis. Adm. Code and 40 CFR 122.28(b)(2)(iv). For existing permittees, coverage under this permit will become effective at an existing facility beginning upon the **Effective Date** as the **Start Date** of coverage in accordance with 40 CFR 122.28(b)(2)(iii).

The department will transmit a reissuance letter via mail addressed to the existing permittee stating that the satellite sewage collection system is granted continued coverage under this general permit in accordance with s. NR 205.08(3) and NR 216.22(5)(a), Wis. Adm. Code and 40 CFR 122.28(b)(2)(iv).

3 System Operating and Reporting Requirements

The permittee shall comply with the following system operational requirements.

3.1 Sewer Cleaning Debris and Materials

These conditions are included by reference from s. NR 210.23(4)(d)4., Wis. Adm. Code.

3.2 Capacity, Management, Operation and Maintenance (CMOM) Program

All permittees shall implement a CMOM program. The requirements in the permit are included by reference from s. NR 210.23, Wis. Adm. Code.

3.3 Operator Certification

Operator certification is voluntary for the owners and operators of a satellite sewage collection system pursuant to s. NR 114.53(2), Wis. Adm. Code. If the owner or operator selects to pursue operator certification, the owner or operator shall be certified in the sanitary sewage collection system (SS) basic subclass.

3.4 Compliance Maintenance Annual Reports (CMAR)

All permittees are required to submit a CMAR to the department on or before June 30 of each year and shall meet all applicable requirements pursuant to s. NR 208.04(2), Wis. Adm. Code.

The eCMAR can be accessed and submitted through the DNR Switchboard (<https://dnr.wisconsin.gov/topic/Switchboard>). More information regarding the eCMAR including instructions, can be found at the department website: <https://dnr.wisconsin.gov/topic/Wastewater/CMAR>.

A MyWisconsin ID must be created and access requested for each facility in order to access the eCMAR. If a person already has a MyWisconsin ID, then they do not need to recreate one but must still request access to the facility and the eCMAR. On Switchboard, one person will need to request the eCMAR entry and eCMAR submit roles to access the eCMAR. Effective September 2025, MyWisconsin ID replaced the previous “WAMS ID” login requirement. Users are now required to log in to the Switchboard using a MyWisconsin ID instead of their prior WAMS ID.

3.5 Building Backups

These conditions are included by reference from s. NR 210.22, Wis. Adm. Code.

3.6 Emergency Operation — Lift Stations

This condition is included by reference from s. NR 210.25, Wis. Adm. Code.

3.7 Calibration of Flow Meters

The calibration of flow meters requirements are included by reference from s. NR 218.06(1), Wis. Adm. Code.

4 Sanitary Sewage Overflows (SSO)

Section NR 210.21(1), Wis. Adm. Code, states that SSOs are prohibited and may not be approved by the department nor authorized in a permit issued by the department. Therefore, SSOs are not authorized by this general permit and are prohibited from satellite sewage collection systems covered under this general permit. If an SSO does occur from a satellite sewage collection system covered under this general permit, please follow the SSO reporting procedures provided in the general permit.

Changes from Previous Permit

Changes to the standard requirements section include:

- Section 4.3 was updated to reflect changes from paper to electronic submittals for the Sanitary Sewage Overflow Notification Summary Report (Form 3400-184) using Switchboard consistent with the EPA eReporting rule in 40 CFR Part 127.

4.1 Contributing Circumstances

The conditions or causes of an overflow are based on s. NR 210.21(1)(a)-(d), Wis. Adm. Code.

4.2 Permittee Response to Overflows

The permittee response to overflow procedures are included by reference from s. NR 210.21(3), Wis. Adm. Code.

4.3 Permittee Reporting

The permittee reporting procedures of overflows are included by reference from s. NR 210.21(4), Wis. Adm. Code.

The Sanitary Sewage Overflow Notification Summary Report (Form 3400-184) is now available on the DNR Switchboard (<https://dnr.wisconsin.gov/topic/Switchboard>) and must be submitted electronically through Switchboard. Instructions for completing the form can be found at the department website: <https://dnr.wisconsin.gov/topic/Wastewater/SSOreport.html>.

A MyWisconsin ID must be created and access requested for each facility in order to access the form. If you already have a MyWisconsin ID, then you do not need to recreate one but must still request access to the facility and the report. On Switchboard, one person will need to request the eCMAR entry and eCMAR submit roles to access the electronic Sanitary Sewage Overflow Notification Summary Report (Form 3400-184). Effective September 2025, MyWisconsin ID replaced the previous “WAMS ID” login requirement. Users are now required to log in to the Switchboard using a MyWisconsin ID instead of their prior WAMS ID.

4.4 Public Notification

The public notification procedures of overflows are included by reference from s. NR 210.21(5), Wis. Adm. Code.

4.5 Sewerage System Owner Notification

Other sewerage system owner notification procedures are based on s. NR 210.21(4)(e), Wis. Adm. Code.

4.6 Drinking Water Intake Owner Notification

Notification of drinking water intake owners is based on s. NR 210.21(6), Wis. Adm. Code.

4.7 Accurate Rainfall Data

If the SSO is associated with a wet weather event, permittee must report to the Department the amount and duration of a rainfall event. Therefore, the Department has added accurate rainfall data requirements to ensure that SSO reporting requirements can be met.

5 Sanitary Sewer Overflow (SSO) Structures

A satellite sewage collection system may include sanitary sewer overflow structures as a measure to manage and mitigate the effects of SSO discharges that may occur under extreme conditions in accordance with s. NR 110.13(6), Wis. Adm. Code. However, the use of the overflow structure is not approved under this permit. Any overflow or discharge of wastewater from an SSO structure is prohibited under this general permit.

Changes from Previous Permit

Changes to Section 5.3 were made to maintain consistency with other WPDES General Permits:

- The wording in Section 5.3.1 and 5.3.2 was changed from “Sampling Points” to “Sample Points”

5.1 SSO Structure Design Requirements

The SSO structure design requirements are included by reference from s. NR 110.13(6), Wis. Adm. Code.

5.2 Inspections

Protocols in the overflow emergency response plan of the CMOM shall ensure that there is a prompt and appropriate response to and investigation of all overflows to protect, to the extent possible, water quality, the environment, and public health pursuant to s. NR 210.23(4)(f) 2., Wis. Adm. Code. Therefore, the Department has included requirements that all automatically activated SSO structures within a satellite sewage collection system covered by this general permit shall be inspected within 24 hours of the conclusion of each rainfall and/or snow melt event which totals 3/4-inch or greater in a 24-hour period for evidence of any SSO discharge occurrence. The Department, by written notification to the permittee, may require an inspection following any rainfall and/or snow melt event if information indicates events less than the 3/4-inch may cause an SSO discharge from an SSO structure with a satellite sewage collection system covered by this general permit. Manually activated gates and valves are excluded from this inspection requirement.

5.3 Monitoring Requirements

According to s. NR 205.08(2), Wis. Adm. Code, the department may include monitoring requirements and effluent limitations in general permits. The permittee shall comply with the following monitoring requirements.

5.3.1 Sample Point(s)

In accordance with s. NR 218.07, Wis. Adm. Code, the location of sample points shall be as specified in the permit. The discharge(s) shall be limited to the waste type(s) designated for the listed sample point(s).

Sample Point Designation	
Sample Point Number	Sample Point Location, WasteType/Sample Contents and Treatment Description (as applicable)
001	The permittee shall collect a representative sample of the SSO event from the SSO structure at a representative location prior to discharging to a water of the state (including to the land surface).

5.3.2 Monitoring Requirements and Effluent Limitations

Samples shall be taken at the frequencies specified in the WPDES permit authorizing the discharge pursuant to s. NR 218.10, Wis. Adm. Code. The permittee shall comply with the following monitoring requirements for each applicable outfall.

5.3.2.1 Sample Point (Outfall) 001 – SSO DISCHARGE

Monitoring Requirements and Effluent Limitations						
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Reporting Frequency	Notes
Volume	-	Gallons	Per Occurrence	Estimated	Monthly	Report total daily volume for the length of the SSO event.
E. coli	-	#/100 ml	Per Occurrence	Grab	Monthly	Sample once during the SSO event.

5.4 Reporting Requirements

According to s. NR 205.08(2), Wis. Adm. Code, the department may include reporting requirements in general permits. The permittee shall comply with the following reporting requirements.

5.4.1 Reporting of Monitoring Results

This permit requires that all monitoring data be submitted on a monthly electronic discharge monitoring report (eDMR) in accordance with s. NR 205.07(1)(r), Wis. Adm. Code. The eDMR is due 21 days following the end of the reporting period. For instance, if the reporting frequency is monthly, the eDMR is due 21 days following the end of each month. The eDMR shall be submitted to department regardless if there is an overflow event or not during any reporting period. The eDMR shall be certified electronically by a responsible executive or municipal officer, manager, partner, proprietor or other duly authorized representative as specified in s. NR 205.07(1)(g), Wis. Adm. Code, with an “eReport Certify” page that certifies that the electronic report form is true, accurate and complete. The eDMR can be accessed through DNR Switchboard (<https://dnr.wisconsin.gov/topic/Switchboard>).

A MyWisconsin ID must be created and access requested for each facility in order to access the eDMR. If a person already had a MyWisconsin ID, then they do not need to recreate one but must still request access to the facility and the eDMRs. On Switchboard, one person will need to request the eDMR entry and eDMR submit roles to access the eDMR. Note: Effective September 2025, MyWisconsin ID replaced the previous “WAMS ID” login requirement. Users are now required to log in to the Switchboard using a MyWisconsin ID instead of their prior WAMS ID.

Instructions and help with Switchboard/MyWisconsin ID Registration can be found here: <https://dnr.wisconsin.gov/topic/Switchboard/Help.html>.

Instructions and help with filling out and submitting monitoring forms can be found here: <https://dnr.wisconsin.gov/topic/Wastewater/eReporting.html>

6 Standard Requirements

According to s. NR 205.08(2), Wis. Adm. Code, the department may include general conditions (standard requirements) in general permits.

Changes from Previous Permit

Changes to the standard requirements section include:

- Section 6.1.3 was updated to reflect changes from paper to electronic submittals for the Notice of Termination using the online ePermitting System consistent with the EPA eReporting rule in 40 CFR Part 127.

6.1 General Conditions Specific to General Permits

6.1.1 Delegation of Signature Authority

The delegation of signature authority requirements for general permit are based on s. NR 205.07(1)(g), Wis. Adm. Code.

6.1.2 Permit Coverage Transfers

The transfer of permit coverage requirements for general permits are based on s. NR 203.136(1)(p), Wis. Adm. Code, s. 283.53(2d)(d), Wis. Stats, and 40 CFR Part 122.61(b).

6.1.3 Permit Coverage Terminations

The termination of permit coverage requirements for general permits are based on s. NR 203.136(3), Wis. Adm. Code, s. 283.53(2h), Wis. Stats, and 40 CFR Part 122.64(c).

Permittees must submit an electronic Notice of Termination (eNOT) to terminate coverage under this general permit using the online ePermitting System pursuant to the eReporting Rule in 40 CFR Part 127. The ePermitting System is available for use at water permit applications (<https://dnr.wisconsin.gov/permits/water>).

Permittees must have or create a MyWisconsin ID to access the eNOT. If the person already has a MyWisconsin ID, then the person does not need to recreate one and they may access the eNOI. Note: Effective September 2025, MyWisconsin ID replaced the previous “WAMS ID” login requirement. Users are now required to log in to the ePermitting System using a MyWisconsin ID instead of their prior WAMS ID.

6.1.4 Continuation of an Expired General Permit

The continuation of an expired general permit is based on s. NR 205.07(1)(n), Wis. Adm. Code and 40 CFR Part 122.28(b)(2)(i).

6.2 General Conditions for all WPDES Permits

The general conditions or standard requirements are included from s. NR 205.07(1), Wis. Adm. Code and are required to be included in all WPDES permits issued by the department.

6.2.1 Duty to Comply

This condition is included by reference from s. NR 205.07(1)(a), Wis. Adm. Code.

6.2.2 Property Rights

This condition is included by reference from s. NR 205.07(1)(c), Wis. Adm. Code.

6.2.3 Inspection and Entry

This condition is included by reference from s. NR 205.07(1)(d), Wis. Adm. Code.

6.2.4 Recording of Results

This condition is included by reference from s. NR 205.07(1)(e), Wis. Adm. Code.

6.2.5 Records Retention

This condition is included by reference from s. NR 205.07(1)(f), Wis. Adm. Code.

6.2.6 Proper Operation and Maintenance

This condition is included by reference from s. NR 205.07(1)(j), Wis. Adm. Code.

6.2.7 Signatory Requirement

This condition is included by reference from s. NR 205.07(1)(g), Wis. Adm. Code.

6.2.8 Duty to Mitigate

This condition is included by reference from s. NR 205.07(1)(k), Wis. Adm. Code.

6.2.9 Duty to Provide Information

This condition is included by reference from s. NR 205.07(1)(L), Wis. Adm. Code.

6.2.10 Need to Halt or Reduce Activity Not a Defense

This condition is included by reference from s. NR 205.07(1)(o), Wis. Adm. Code.

6.2.11 Sampling Procedures

This condition is included by reference from s. NR 205.07(1)(p), Wis. Adm. Code.

6.2.12 Testing Procedures

This condition is included by reference from s. NR 205.07(1)(p), Wis. Adm. Code.

6.2.13 Laboratory Certification or Registration

This condition is included by reference from s. NR 219.037, Wis. Adm. Code.

6.2.14 More Frequent Monitoring

This condition is included by reference from s. NR 205.07(1)(r), Wis. Adm. Code.

6.2.15 Noncompliance and Other Reporting

This condition is included by reference from s. NR 205.07(1)(s), Wis. Adm. Code.

6.2.16 Other Information

This condition is included by reference from s. NR 205.07(1)(t), Wis. Adm. Code.

6.2.17 Permit as Enforcement Shield

This condition is included by reference from s. NR 205.07(1)(x), Wis. Adm. Code.

6.2.18 Severability

This condition is included by reference from 33 USC 1251.

6.3 General Conditions Specific to POTW Permits

These general conditions are applicable to POTWs with general permits and are included from s. NR 205.07(2), Wis. Adm. Code.

6.3.1 Planned Changes

This condition is included by reference from s. NR 205.07(2)(a), Wis. Adm. Code.

6.3.2 Prohibited Wastes

This condition is included by reference from s. NR 205.07(2)(b), Wis. Adm. Code.

7 Summary of Reports Due

A summary of reports due has been added for informational purposes for permittee and to be consistent with individual WPDES permits.

Other Changes from Previous Permit

- None

Attachments

A. Definitions

Prepared by:

Trevor J. Moen
Wastewater Engineer
Bureau of Water Quality

Date: 09/29/2025

Attachment A – Definitions

The definitions of terms used in this general permit are based on their applicability to the type of operations and activity covered under this general permit. The definitions of these terms are included by reference from department guidance and chs. NR 108, NR 110, NR 200, NR 205, NR 210, NR 211, and NR 214, Wis. Adm. Code. Definitions not specifically outlined in this section can be found in Wisconsin Administrative Code, Wisconsin Statutes, or 40 CFR. Each term is provided with its code reference. If the terms below are found to be inconsistent with the definition in code, permittees shall refer to the code definition.

Building Backup

Building backup means an accumulation of sewage in any public or private building caused by blockage, failure, or other hydraulic constraint in the sewage collection system or by blockage or failure of the building sewer or private interceptor main sewer. (*s. NR 210.03(2m), Wis. Adm. Code*)

Building Sewer

Building sewer means that part of the drain system not within or under a building which conveys its discharge to a public sewer, private interceptor main sewer, private onsite wastewater treatment system, or other point of discharge or dispersal. (*s. NR 110.03(6s), Wis. Adm. Code*)

Business Days

Business days means each day except Saturday; Sunday; January 1; the third Monday in January, which shall be the day of celebration for January 15; the last Monday in May, which shall be the day of celebration for May 30; July 4; the first Monday in September; the 4th Thursday in November; December 24; December 25; December 31; and the day following if January 1, July 4 or December 25 falls on Sunday. (*s. NR 200.02(1), Wis. Adm. Code*)

Commercial Domestic Establishment

Commercial domestic establishment means any establishment which has the capability to collect, treat or dispose of domestic wastes including but not limited to restaurants, country clubs, mobile home parks, motels and hotels. (*s. NR 205.03(7), Wis. Adm. Code*)

Domestic Sewage

Domestic sewage means waste and wastewater from humans or household operations that is discharged to or otherwise enters a treatment works. (*s. NR 204.03(17), Wis. Adm. Code*)

Domestic Wastewater

Domestic wastewater means the type of wastewater normally discharged from plumbing facilities in private dwellings or commercial domestic establishments and includes, but is not limited to, sanitary, bath, laundry, dishwashing, garbage disposal and cleaning wastewaters. (*s. NR 205.03(14), Wis. Adm. Code*)

Groundwater

Groundwater means the portion of subsurface water which is within the zone of saturation and includes but is not limited to perched water tables, shallow regional groundwater tables, and aquifers or zones that are seasonally, periodically or permanently saturated. (*s. NR 205.03(17), Wis. Adm. Code*)

Industrial Pretreatment Facility

Industrial pretreatment facility means a facility which reduces or removes pollutants from industrial wastes prior to discharge to a publicly owned sewerage system. (*s. NR 108.02(6), Wis. Adm. Code*)

Industrial Wastewater Facility

Industrial wastewater facility means a facility which reduces or removes pollutants from industrial wastes prior to discharge to waters of the state, other than through publicly owned treatment works. (s. NR 108.02(7), Wis. Adm. Code)

Municipality

Municipality means any city, town, village, county, county utility district, town sanitary district, town utility district, school district or metropolitan sewage district or any other public entity created pursuant to law and having authority to collect, treat or dispose of sewage, industrial wastes or other wastes. (s. 283.01(7), Wis. Stats.)

Municipal Wastewater

Municipal wastewater means the mixture of domestic, process and other wastewater tributary to any given municipal sanitary sewage or treatment system. (s. NR 205.03(19), Wis. Adm. Code)

Person

Person means an individual, owner, operator, corporation, limited liability company, partnership, association, municipality, interstate agency, state agency or federal agency. (s. 283.01(11), Wis. Stats.)

Private Interceptor Main Sewer

Private interceptor main sewer means a sewer serving two or more buildings and not part of the municipal sewer system. (s. NR 110.03(26m), Wis. Adm. Code)

Privately-Owned Domestic Sewage Treatment Works

Privately owned domestic sewage treatment works means those facilities which treat domestic wastewater and are owned and operated by nonmunicipal entities or enterprises such as mobile home parks, restaurants, hotels, motels, country clubs, resorts, etc., which are permitted under ch. 283, Stats. (s. NR 210.03(9), Wis. Adm. Code)

Publicly Owned Treatment Works

Publicly owned treatment works or POTW means a treatment works which is owned by a municipality and any sewers that convey wastewater to such a treatment works. This definition includes any devices or systems used by a municipality in the storage, treatment, recycling, and reclamation of municipal sewage or liquid industrial wastes. The term also means the municipality or local unit of government which has jurisdiction over the indirect discharges to, and the discharges from, such a treatment works. (s. NR 211.03(30), Wis. Adm. Code)

Sanitary Sewer Overflow

Sanitary sewer overflow or SSO means a release of wastewater from a sewage collection system or an interceptor sewer directly into a water of the state or to the land surface. (s. NR 210.03(10), Wis. Adm. Code)

Sanitary Sewer Overflow Structure

Sanitary sewer overflow structure or SSO structure means the physical structure, hydraulic mechanisms, and piping specifically constructed to convey a sanitary sewer overflow. (s. NR 110.03(27m), Wis. Adm. Code)

Satellite Sewage Collection System

Satellite sewage collection system means a municipally owned or a privately-owned sewage collection system that conveys wastewater to another satellite sewage collection system or to another sewerage system that provides wastewater treatment and discharges under a separate WPDES permit. (s. NR 205.03(31r), Wis. Adm. Code)

Sewage Collection System

Sewage collection system means the common sanitary sewers, interceptor sewers, and appurtenant equipment, such as lift stations, within a sewerage system which are primarily installed to receive wastewaters directly from facilities which convey wastewater from individual structures or from private property, and which include service connection "Y" fittings designed for connection with those facilities. The facilities which convey wastewater from individual structures, such as building sewers and private interceptor sewers, from private property to the public sanitary sewer, or its equivalent, are specifically excluded from the definition of "sewage collection system"; except that pumping units and pressurized lines for individual structures or groups of structures are included as part of a "sewage collection system" when such units are cost effective and are owned and maintained by the sewerage system owner. (*s. NR 110.03(28), Wis. Adm. Code*)

Sewerage System

Sewerage system means all structures, conduits and pipes, by which sewage is collected, treated, and disposed of, except plumbing inside and in connection with buildings served, and service pipes, from building to street main. (*s. NR 110.03(30), Wis. Adm. Code*)

Waters of the State

Waters of the state means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, water courses, drainage systems and other surface or groundwater, natural or artificial, public or private within the state or under its jurisdiction, except those waters which are entirely confined and retained completely upon the property of a person. (*s. NR 205.03(44), Wis. Adm. Code*.)



WPDES PERMIT

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

GENERAL PERMIT TO DISCHARGE UNDER THE WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of Chapter 283, Wisconsin Statutes, any facility with a

SATELLITE SEWAGE COLLECTION SYSTEM

located in the State of Wisconsin and meeting the applicability criteria listed in this General Permit, is permitted in accordance with the monitoring and reporting requirements and other conditions set forth in this permit.

State of Wisconsin Department of Natural Resources (hereafter department)
For the Secretary

By Adrian Stocks
Adrian Stocks
Director, Bureau of Water Quality

12/17/2025
Date Permit Signed/Issued

PERMIT TERM: EFFECTIVE DATE – January 1, 2026

EXPIRATION DATE – Decemeber31, 2030

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1 Applicability Criteria

1.1 Facilities Covered

This permit is applicable to satellite sewage collection systems as defined under s. NR 205.03(31r), Wis. Adm. Code within the State of Wisconsin that meet all the following conditions:

- The satellite sewage collection system collects and conveys only domestic wastewater as defined in s. NR 205.03(14), Wis. Adm. Code, or municipal wastewater as defined in s. NR 205.03(19), Wis. Adm. Code;
- The satellite sewage collection system is owned and operated by a municipality as defined in s. 283.01(7), Wis. Stats or a person as defined in s. 283.01(11), Wis. Stats.; and
- The permittee submits a complete and timely Notice of Intent (NOI) to the department in accordance with Section 2 and the permittee receives a letter from the department granting them coverage under this general permit.

All municipally owned satellite sewage collection systems shall be operated under the authorization of this general permit or an individual WPDES permit issued by the department. The department may require privately-owned satellite sewage collection systems to be operated under the authorization of this general permit if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

1.2 Facilities and Activities Not Covered

The facilities or activities listed in this section are not applicable to this general permit and may require application under another general or individual WPDES permit. The following facilities or activities are not applicable to this general permit:

- Sanitary sewer overflows (SSOs) are not authorized by this general permit and are prohibited from satellite sewage collection systems covered under this general permit. If an SSO does occur from a satellite sewage collection system covered under this general permit, please follow the SSO reporting procedures in Section 4.
- Building sewers or drain systems associated with individual buildings or private residences unless the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.
- Sewage collection systems owned and operated by the same entity as the publicly-owned treatment works or privately-owned domestic sewage treatment works covered under another WPDES permit.
- Satellite sewage collection systems covered under an individual WPDES permit.
- Industrial wastewater collection systems associated with an industrial wastewater treatment or pretreatment facility. However, this general permit may apply to private interceptor main sewers at industrial facilities that convey solely sanitary or domestic wastewater to a municipally owned sewage collection system if the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.
- Satellite sewage collection systems associated with commercial domestic establishments as defined in s. NR 205.03(7), Wis. Adm. Code unless the department determines that this permit is necessary to assure compliance with the requirements in ch. NR 210, Wis. Adm. Code pursuant to s. NR 210.20, Wis. Adm. Code.

2 Application for Permit Coverage

An applicant shall comply with the following requirements to obtain coverage and authorization to discharge to a water of the state under this general permit.

2.1 New Permittees

2.1.1 Submittal of an Electronic Notice of Intent (eNOI)

Any new permittee, meeting the applicability criteria in Section 1 of this general permit that owns and operates a satellite sewage collection system that was not previously covered under WPDES Permit No. WI-0047341-06-0 prior to the **Effective Date** of this general permit, shall submit a complete electronic Notice of Intent (eNOI) for coverage under this general permit at least 30 days prior to operation of the satellite sewage collection system or being notified by the department for need of this general permit.

The eNOI shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The certification verifies that the eNOI is true, accurate and complete.

2.1.2 NOI Review Time Period

The department will evaluate the information submitted in the eNOI to determine whether the eNOI is true, accurate, complete, and whether the facility is eligible for coverage under the general permit. The permittee shall provide additional information requested by the department within 30 calendar days from receipt of notification by the department that additional information is needed.

Note: If the department notifies an applicant that the satellite sewage collection system is ineligible for coverage under this general permit but still requires WPDES permit coverage, the department shall notify the applicant in writing, and the applicant shall apply for and obtain coverage under an individual WPDES permit (or alternative general permit, if available).

2.1.3 Content of the eNOI

The applicant shall provide the following information on the eNOI:

- Legal permittee name;
- Applicant information;
- Permittee, facility, and contractor contact information;
- Sewer utility/department information;
- Collection system operating information;
- Attachments as indicated in Section 2.1.4; and
- Certification and signature pursuant to Section 6.2.6.

2.1.4 NOI Attachments

The new permittee must include the following attachments with the eNOI submittal:

1. A map of the satellite sewage collection system that indicates most likely SSO locations based on previous overflows or other knowledge about the sewage collection system and the location of any rain gauges (if applicable).

2. If previously prepared a Capacity, Management, Operation, and Maintenance (CMOM) Program, provide a copy of the written documentation of the CMOM Program or prepare a written summary of the CMOM Program (e.g. cover page and table of contents, executive summary, or CMOM annual report).

2.1.5 Incomplete eNOI

The department may require an applicant to submit additional information if the department determines an eNOI is incomplete. The applicant shall submit the requested information within 30 days from receipt of notification by the department. If the requested information is not received within 30 days, the department may dismiss the eNOI.

2.1.6 Granting of Permit Coverage to New Permittees

The department will transmit a coverage letter via email addressed to the permittee stating that the satellite sewerage collection system is granted coverage under this general permit within 30 calendar days of receipt of the eNOI, unless the department has otherwise notified the permittee of the need for additional information as identified in section 2.1.2 and 2.1.5. Initial coverage under this permit will become effective at a new facility beginning upon the **Start Date** specified by the department in the coverage letter. The coverage letter will include instructions on where to download the general permit from the department's Internet website. Alternatively, a hard copy of the permit may be mailed to the permittee upon request.

2.2 Existing Permittees

2.2.1 Granting of Permit Coverage to Existing Permittees

Any existing permittee, that still meets the applicability criteria in Section 1 of this general permit and has an existing discharge that was previously covered under WPDES Permit No. WI-0047341-06-0 prior to the **Effective Date** of this general permit, is automatically granted coverage under this general permit upon the **Effective Date**.

The department will transmit a reissuance letter via mail addressed to the existing permittee stating that the satellite sewerage collection system is granted continued coverage under this general permit. The reissuance letter will be provided with instructions on where to download the general permit from the department's Internet website. Alternatively, a hard copy of the permit may be mailed to the permittee upon request.

3 System Operating and Reporting Requirements

The permittee shall comply with the following system operating and reporting requirements.

3.1 Sewer Cleaning Debris and Materials

All debris and material removed from cleaning sanitary sewers shall be managed to prevent nuisances, run-off, ground infiltration or prohibited discharges.

- Debris and solid waste shall be dewatered, dried and then disposed of at a licensed solid waste facility.
- Liquid waste from the cleaning and dewatering operations shall be collected and disposed of at a permitted wastewater treatment facility.
- Combination waste including liquid waste along with debris and solid waste may be disposed of at a licensed solid waste facility or wastewater treatment facility willing to accept the waste.

3.2 Capacity, Management, Operation and Maintenance (CMOM) Program

All permittees shall do all of the following:

- The permittee shall have written documentation of the Capacity, Management, Operation and Maintenance (CMOM) program components in accordance with s. NR 210.23(4), Wis. Adm. Code. Such documentation shall be available for Department review upon request. The Department may request that the permittee provide this documentation or prepare a summary of the permittee's CMOM program at the time of application for reissuance of the WPDES permit.
- For new permittees, within 3 years of being granted coverage under this permit, the permittee shall submit to the Department verification that a CMOM program for the satellite sewage collection system has been developed which is consistent with the requirements of s. NR 210.23, Wis. Adm. Code.
- The permittee shall implement a CMOM program in accordance with s. NR 210.23, Wis. Adm. Code.
- The permittee shall at least annually conduct a self-audit of activities conducted under the permittee's CMOM program to ensure CMOM components are being implemented as necessary to meet the general standards of s. NR 210.23(3), Wis. Adm. Code.

3.3 Operator Certification

Operator certification is voluntary for owners and operators of a satellite sewage collection system pursuant to s. NR 114.53(2), Wis. Adm. Code. If the owner or operator selects to pursue operator certification, the owner or operator shall be certified in the sanitary sewage collection system (SS) basic subclass.

3.4 Compliance Maintenance Annual Reports

The electronic Compliance Maintenance Annual Reports (eCMAR) shall be completed using information obtained over each calendar year regarding the satellite sewage collection system. The CMAR shall be submitted and certified by the permittee in accordance with ch. NR 208, Wis. Adm. Code, by June 30, each year on an electronic report form provided by the department. In the case of a publicly owned treatment works, a resolution shall be passed by the governing body and submitted as part of the CMAR,

verifying its review of the report and providing responses as required. Private owners of wastewater treatment works are not required to pass a resolution; but they must provide an Owner Statement and responses as required, as part of the CMAR submittal.

The eCMAR shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The certification verifies that the electronic report is true, accurate and complete.

3.5 Building Backups

Except for the reporting requirement established in Section 4.3.3 item 10, building backups shall be subject only to requirements of this section.

- A building backup caused by the blockage or failure of the building sewer or any other component of a plumbing system as defined in s. SPS 381.01 (179), Wis. Adm. Code and discrete or individual building backups caused, or primarily caused, by excessive flow or hydraulic constraints within the sewage collection system shall not be subject to the requirements of Section 4.

Note: Section SPS 381.01 (179) reads: “Plumbing system” includes the water supply system, the drain system, the vent system, plumbing fixtures, plumbing appliances and plumbing appurtenances that serve a building, structure or premises.

- Whenever there are recurring building backups caused, or primarily caused, by excessive flow or hydraulic constraints within a sewage collection system, the department may require actions by the permittee, including preparation and implementation of a system evaluation and capacity assurance plan as provided in s. NR 210.24, Wis. Adm. Code, to reduce or eliminate such recurring building backups.
- Whenever there are building backups caused, or primarily caused, by excessive flow or hydraulic constraints within the sewage collection system and there are no sanitary sewer overflows within the same part of the sewage collection system, the building backups shall be reported in accordance with the CMAR Section (Section 3.4).

3.6 Emergency Operation — Lift Stations

All lift stations that are a component of a sewage collection system shall be equipped for emergency operation in accordance with s. NR 110.14 (12), Wis. Adm. Code.

3.7 Calibration of Flow Meters

The permittee shall calibrate flow meters annually, as per s. NR 218.06, Wis. Adm. Code using one of the following methods:

- A method specified by the manufacturer of the device;
- Calculation of the rate of flow from the dilution of chloride or other ion or substance added to the effluent stream at a fixed rate sufficiently ahead of the sampling point to ensure complete mixing.
- Measuring the volume withdrawn from or introduced into a tank or container in a known period of time; or
- Another method approved by the department in response to a written request for approval.

4 Sanitary Sewage Overflows (SSO)

Any overflow or discharge of wastewater from the sewage collection system is prohibited. If an SSO does occur from a satellite sewage collection system covered under this general permit, please follow the SSO reporting procedures in this section.

4.1 Contributing Circumstances

The permittee shall provide information on whether any of the following conditions existed when an overflow occurred in accordance with Section 4.3.3 item 11:

- The sanitary sewer overflow was unavoidable to prevent loss of life, personal injury or severe property damage;
- There were no feasible alternatives to the sanitary sewer overflow such as the use of auxiliary treatment facilities or adequate back-up equipment, retention of untreated wastes, reduction of inflow and infiltration, or preventative maintenance activities;
- The sanitary sewer overflow was caused by unusual or severe weather-related conditions such as large or successive precipitation events, snowmelt, saturated soil conditions, or severe weather occurring in the area served by the sewage collection system; and
- The sanitary sewer overflow was unintentional, temporary, and caused by an accident or other factors beyond the reasonable control of the permittee.

4.2 Permittee Response to Overflows

Whenever a sanitary sewer overflow occurs, the permittee shall take all feasible steps to control or limit the volume of untreated or partially treated wastewater discharged and terminate the discharge as soon as practicable. Remedial actions, including those in NR 210.21(3), Wis. Adm. Code, shall be implemented consistent with an emergency response plan developed under the CMOM program.

4.3 Permittee Reporting

Permittees shall report all sanitary sewer overflows as follow.

4.3.1 SSO Identification and Duration

The permittee shall identify each specific location and each day on which an SSO occurs as a discrete SSO occurrence. An occurrence may be more than one day if the circumstances causing the SSO results in a discharge duration of greater than 24 hours. If there is a stop and restart of the overflow at the same location within 24 hours and the same circumstance causes the overflow, it may be reported as one occurrence. SSO occurrences at a specific location that are separated by more than 24 hours shall be reported as separate occurrences.

4.3.2 Notification within 24-Hours

The permittee shall notify the department by telephone, fax or email as soon as practicable, but no later than 24 hours from the time the permittee becomes aware of the overflow.

4.3.3 Report within 5-Days

The permittee shall, no later than five days from the time the permittee becomes aware of the overflow, provide to the department the information identified in this section using the electronic Sanitary Sewage Overflow Notification Summary Report (Form 3400-184). The Sanitary Sewage Overflow Notification Summary Report shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR

205.07(1)(g)2, Wis. Adm. Code. The certification verifies that the electronic report is true, accurate and complete. If an overflow lasts for more than five days, an initial report shall be submitted within 5 days as required in this paragraph and an updated report submitted following cessation of the overflow.

At a minimum, the following information shall be included in the report:

1. The date and location of the overflow;
2. The surface water to which the discharge occurred, if any;
3. The duration of the overflow and an estimate of the volume of the overflow;

Note: The duration of the overflow equals the estimated time when the overflow began and stopped when sewage may have been discharged, and is not the same as the length of time precipitation occurred. The potential overflow volume may be calculated knowing the flow capacity of the sewer and the overflow duration

4. A description of the sewer system or treatment facility component from which the discharge occurred such as manhole, lift station, constructed overflow pipe, or crack or other opening in a pipe;
5. The estimated date and time when the overflow began and stopped or will be stopped;
6. The cause or suspected cause of the overflow including, if appropriate, precipitation, runoff conditions, areas of flooding, soil moisture and other relevant information;

Note: If the SSO is associated with wet weather event, provide data on the amount and duration of the rainfall or snow melt for each separate event.

7. Steps taken or planned to reduce, eliminate and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
8. A description of the actual or potential for human exposure and contact with the wastewater from the overflow;
9. Steps taken or planned to mitigate the impacts of the overflow and a schedule of major milestones for those steps;
10. To the extent known at the time of reporting, the number and location of building backups caused by excessive flow or other hydraulic constraints in the sewage collection system that occurred concurrently with the sanitary sewer overflow and that were within the same area of the sewage collection system as the sanitary sewer overflow; and
11. The reason the overflow occurred or explanation of other contributing circumstances that resulted in the overflow event. This includes any information available under Section 4.1, including whether the overflow was unavoidable to prevent loss of life, personal injury, or severe property damage and whether there were feasible alternatives to the overflow.

4.4 Public Notification

The permittee shall notify the public of any sanitary sewer overflows consistent with its emergency response plan required under the CMOM section (Section 3.2) of this permit and s. NR 210.23(4)(f), Wis. Adm. Code. Such public notification shall occur promptly following any overflow event using the most effective and efficient communications available in the community. At a minimum, a daily newspaper of general circulation in the county(s) and municipality whose waters may be affected by the overflow shall be notified by written or electronic communication.

4.5 Sewerage System Owner Notification

Permittees shall submit the reports required under Section 4 to all owners of sewerage systems which receive wastewater from the satellite sewage collection system.

4.6 Drinking Water Intake Owner Notification

Permittees shall notify all owners of drinking water systems with surface water intakes located in the vicinity of any sanitary sewer overflows as soon as possible but no later than 8 hours after becoming aware of the SSO. Below is a table that lists owners of drinking water systems with surface water intakes, their surface water sources, and corresponding sewerage systems that the department has determined is in the vicinity of the surface water intake. If an SSO occurs anywhere from a satellite sewage collection system that is a tributary to any of the sewerage systems listed in the table, the permittee must notify the drinking water intake owner whenever an SSO occurs.

For example: The Village of Greendale has a sewage collection system that is a tributary to the Milwaukee Metropolitan Sewerage District. There are five listings for drinking water system owners associated with the Milwaukee Metropolitan Sewerage District. If Greendale has an SSO, whether it runs into a ditch and soaks into the soil, or drains into a storm sewer, Greendale must notify all five drinking water system owners (Cudahy Waterworks, Milwaukee Waterworks, North Shore Water Commission, Oak Creek Waterworks, and South Milwaukee Waterworks).

Drinking Water System Owner	Drinking Water Source	Sewerage System
Appleton Waterworks	Lake Winnebago	Appleton Neenah-Menasha Sewerage Commission
Ashland Water Utility	Lake Superior	Ashland
Cudahy Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District
Green Bay Waterworks	Lake Michigan	Algoma Kewaunee
Kenosha Water Utility	Lake Michigan	Kenosha
Marinette Waterworks	Green Bay	Marinette
Menasha Electric & Water Utility	Lake Winnebago	Appleton Neenah-Menasha Sewerage Commission
Milwaukee Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District
Neenah Waterworks	Lake Winnebago	Appleton Neenah-Menasha Sewerage Commission
North Shore Water Commission	Lake Michigan	Milwaukee Metropolitan Sewerage District
Oak Creek Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District
Oshkosh Waterworks	Lake Winnebago	Oshkosh
Port Washington Waterworks	Lake Michigan	Port Washington

Drinking Water System Owner	Drinking Water Source	Sewerage System
Racine Water Waterworks	Lake Michigan	Racine
Sheboygan Utilities	Lake Michigan	Sheboygan
South Milwaukee Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District
Superior Water Light & Power Company	Lake Superior	Superior
Two Rivers Waterworks	Lake Michigan	Two Rivers Manitowoc

4.7 Accurate Rainfall Data

The permittee shall provide accurate rainfall data for the reporting under Section 4.3.3 item 6 as follows:

- Permittees with SSO structures present within their satellite sewage collection system shall maintain at least one rain gauge or have access to rainfall data from a nearby existing official gauging station.
- Permittees without SSO structures within their satellite sewage collection system are not required to maintain an individual rain gauge, unless required in writing by the Department. Rainfall data may be obtained from the nearest existing official gauging station.

5 Sanitary Sewer Overflow (SSO) Structures

A satellite sewage collection system may include sanitary sewer overflow structures as a measure to manage and mitigate the effects of SSO discharges that may occur under extreme conditions in accordance with s. NR 110.13(6), Wis. Adm. Code. However, the use of the overflow structure is not approved under this permit. Any overflow or discharge of wastewater from an SSO structure is prohibited under this general permit. If an SSO discharge occurs from an SSO structure within a satellite sewage collection system covered under this general permit, the permittee shall follow the SSO reporting procedures stated in Section 4.3.

The permittee shall comply with following SSO structure requirements.

5.1 SSO Structure Design Requirements

SSO structures within a satellite sewage collection system covered by this general permit shall be designed in accordance with all the following requirements:

- The overflow structure may be activated either manually or automatically. If the overflow structure is automatically activated to open a gate or valve, a monitoring system shall be provided to detect the initiation time of the SSO occurrence and provide an alarm signal.
- The overflow structure shall be designed to discharge only those wastewater flows greater than the peak flow conveyance capacity within the sewage collection system.
- Equipment shall be provided to measure the flow for determining the volume and duration of the SSO. If practicable, provisions should be included for sampling the wastewater discharged from the structure.

Note: Satellite Sewage collection systems with SSO structures may need additional oversight. Coverage under an individual WPDES permit with a schedule for corrective action may be necessary depending on the frequency and volume of SSO discharges.

5.2 Inspections

All automatically activated SSO structures within a satellite sewage collection system covered by this general permit shall be inspected within 24 hours of the conclusion of each rainfall and/or snow melt event which totals $\frac{3}{4}$ -inch or greater in a 24-hour period for evidence of any SSO discharge occurrence. The Department, by written notification to the permittee, may require an inspection following any rainfall and/or snow melt event if information indicates events less the $\frac{3}{4}$ -inch may cause an SSO discharge from an SSO structure with a satellite sewage collection system covered by this general permit. Manually activated gates and valves are excluded from this inspection requirement.

5.3 Monitoring Requirements

The permittee shall comply with the following monitoring requirements.

5.3.1 Sample Point(s)

The discharge(s) shall be limited to the waste type(s) designated for the listed sample point(s).

Sample Point Designation	
Sample Point Number	Sample Point Location, WasteType/Sample Contents and Treatment Description (as applicable)
001	The permittee shall collect a representative sample of the SSO event from the SSO structure at a representative location prior to discharging to a water of the state (including to the land surface).

5.3.2 Monitoring Requirements and Effluent Limitations

The permittee shall comply with the following monitoring requirements for each applicable outfall.

5.3.2.1 Sample Point (Outfall) 001 – SSO DISCHARGE

Monitoring Requirements and Effluent Limitations						
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Reporting Frequency	Notes
Volume	-	gallons	Per Occurrence	Estimated	Monthly	Report total daily volume for the length of the SSO event.
<i>E. Coli</i>	-	#/100 ml	Per Occurrence	Grab	Monthly	Sample once during the SSO event.

5.4 Reporting Requirements

The permittee shall comply with the following reporting requirements.

5.4.1 Reporting of Monitoring Results

This permit requires that all monitoring data be submitted on a monthly electronic discharge monitoring report (eDMR) in accordance with s. NR 205.07(1)(r), Wis. Adm. Code. The eDMR is due 21 days following the end of the reporting period. **The eDMR shall be submitted to department regardless if there is an overflow event or not during any reporting period.** The eDMR shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The “eReport Certify” page certifies that the electronic report form is true, accurate and complete.

6 Standard Requirements

The conditions in ss. NR 205.07(1), 205.07(2), and 205.08(3), Wis. Adm. Code and 40 CFR 122 are included by reference in this permit. Some of these requirements are outlined in the Standard Requirements section of this permit. Requirements not specifically outlined in the Standard Requirements can be found in the ss. NR 205.07(1), 205.07(2), and 205.08, Wis. Adm. Code and 40 CFR 122.

6.1 General Conditions Specific to General Permits

The permittee shall comply with the following general conditions for general permits.

6.1.1 Delegation of Signature Authority

The permittee must provide a delegation of signature authority (DSA) request (Form 3400-220, Delegation of Signature Authority) or equivalent for a duly authorized representative to submit any required document (i.e. eNOI, eDMRs, Overflow Forms, and eCMARs) on the behalf of a responsible executive, officer, manager, partner, or proprietor of a permitted discharge. An executive, officer, manager, partner, or proprietor can only delegate signature authority to a duly authorized representative if that person is responsible for the overall operation of the facility or activity regulated by this general permit. The DSA request shall specify the name of the individual and their employment position. The DSA request must be submitted to the department with the eNOI. If there are any changes to this request, a new DSA request shall be submitted to the department.

6.1.2 Permit Coverage Transfers

A permit is not transferrable to any person except after notice to the department. Permittees that wish to transfer general permit coverage to a new permittee must submit a Transfer of Coverage (TOC, Form 3400-222). The TOC must be submitted at least thirty (30) days in advance of the proposed transfer date. All TOCs shall be completed by both the existing and new permittees including the “Certification & Signature” section and sent via mail or email to the department. The department will then send a letter to the existing permittee stating that their coverage is terminated under this general permit.

If the quality or quantity of the discharge has not changed at the facility, the department will send a letter of determination that grants coverage to the new permittee under this general permit. If there have been significant changes at the permitted facility, the new permittee shall submit a new NOI to the department.

6.1.3 Permit Coverage Terminations

Permittees that wish to terminate their general permit coverage must submit an electronic Notice of Termination (eNOT) to the department. The eNOT shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The certification verifies that the eNOT is true, accurate and complete. The department will then send a termination letter to the permittee stating that their coverage is terminated under this general permit.

6.1.4 Continuation of an Expired General Permit

If a permittee submitted a complete and timely NOI to be covered by this general permit, all conditions of an expired general permit shall continue to apply until the effective date of a new general permit.

6.2 General Conditions for all WPDES Permits

The permittee shall comply with the following general conditions for WPDES permits.

6.2.1 Duty to Comply

The permittee shall comply with all conditions of the permit. Any permit noncompliance is a violation of the permit and is grounds for enforcement action; permit coverage termination; or denial of reapplying for permit coverage. If a permittee violates any terms of the permit, the permittee is subject to the penalties established in ch. 283, Wis. Stats.

6.2.2 Property Rights

The permit does not convey any property rights of any sort, or any exclusive privilege. The permit does not authorize any injury or damage to private property or any invasion of personal rights, or any infringement of federal, state or local laws or regulations.

6.2.3 Inspection and Entry

The permittee shall allow an authorized representative of the department, upon the presentation of credentials, to:

- Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records are required under the conditions of the permit;
- Have access to and copy, at reasonable times, any records that are required under the conditions of the permit;
- Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under the permit; and
- Sample or monitor at reasonable times, for the purposes of assuring permit compliance, any substances or parameters at any location.

6.2.4 Recording of Results

The permittee shall maintain records which provide the following information for each effluent measurement or sample taken:

- the date, exact place, method and time of sampling or measurements;
- the individual who performed the sampling or measurements;
- the date the analysis was performed;
- the individual who performed the analysis;
- the analytical techniques or methods used; and
- the results of the analysis.

6.2.5 Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the application for the permit for a period of at least 3 years from the date of the sample, measurement, report or application. All pertinent sludge information, including notice of intent information and other documents specified in the permit or ch. NR 204, Wis. Adm. Code, shall be retained for a minimum of 5 years.

6.2.6 Signatory Requirement

All permit notice of intents, reports and other information requested by the department shall be signed by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager partner or proprietor that has been delegated signature authority pursuant to NR 205.07(1)(g)2, Wis. Adm. Code.

6.2.7 Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training as required in ch. NR 114 and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

6.2.8 Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent the likelihood of any adverse impacts to public health, the waters of the state, or the environment resulting from noncompliance with the permit.

6.2.9 Duty to Provide Information

The permittee shall furnish the department, within a reasonable time, any information which the department may request to determine whether cause exists for modifying, terminating, suspending, revoking or reissuing the permit or to determine compliance with the permit. The permittee shall give advance notice to the department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall also furnish the department, upon request, copies of records required to be kept by the permittee.

6.2.10 Need to Halt or Reduce Activity Not a Defense

It is not a defense for a permittee in an enforcement action to claim that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

6.2.11 Sampling Procedures

The permittee shall take samples and measurements that are representative of the volume and nature of the monitored discharge at points specified in the permit using sample types specified in the permit. The permittee shall also follow the effluent flow measurement and sample collection procedures in ch. NR 218, Wis. Adm. Code.

6.2.12 Testing Procedures

Samples collected under this permit shall be tested for the parameters listed in this permit and follow approved test methods and procedures specified in ch. NR 219, Wis. Adm. Code. If the required level cannot be met by any of the methods available in ch. NR 219, Wis. Adm. Code, then the method with the lowest limit of detection shall be selected. Additional test procedures may be specified in the permit.

6.2.13 Laboratory Certification or Registration

Samples collected under this permit shall be tested and analyzed by a laboratory certified or registered under ch. NR 149, Wis. Adm. Code. A list of Wisconsin DNR accredited laboratories can be found here: <https://dnr.wi.gov/regulations/labCert/LabLists.html>. The following tests are excluded from this requirement:

- Temperature;
- Turbidity;
- Bacteria tests in wastewater effluent and sludges;
- pH;
- Chlorine residual;
- Specific conductance;
- Physical properties of soils and sludges;
- Nutrient tests of soils and sludges; and

- Flow measurements.

6.2.14 More Frequent Monitoring

As specified in NR 205.07(1)(r), if the permittee monitors any parameter more frequently than required by the permit, using test procedures specified in ch. NR 204 or 219, Wis. Adm. Code or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the discharge monitoring report.

6.2.15 Noncompliance and Other Reporting

Sanitary sewer overflows and sewage treatment facility overflows shall be reported according to the 'Sanitary Sewer Overflows' section of this permit.

The permittee shall report the all other types of noncompliance by a telephone call to the department's regional office within 24 hours after becoming aware of the noncompliance:

- any noncompliance which may endanger health or the environment;
- any violation of an effluent limitation resulting from a bypass;
- any violation of an effluent limitation resulting from an upset; and
- any violation of a maximum discharge limitation for any of the pollutants listed by the department in the permit, either for effluent or sludge.

A written report describing the noncompliance shall also be submitted to the department as directed at the end of this permit within 5 days after the permittee becomes aware of the noncompliance. On a case-by-case basis, the department may waive the requirement for submittal of a written report within 5 days and instruct the permittee to submit the written report with the next regularly scheduled monitoring report. In either case, the written report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.

A scheduled bypass approved by the department as specified in s. NR 205.07(1)(u)2, Wis. Adm. Code, shall not be subject to the reporting required under this section.

Note: Section 292.11(2)(a), Wis. Stats., requires any person who possesses or controls a hazardous substance or who causes the discharge of a hazardous substance to notify the department **immediately** of any discharge not authorized by the permit. **The discharge of a hazardous substance that is not authorized by this permit or that violates this permit may be a hazardous substance spill. To report a hazardous substance spill, call DNR's 24-hour HOTLINE at 1-800-943-0003.**

6.2.16 Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a notice of intent or submitted incorrect information in a notice of intent or in any report to the department, it shall promptly submit such facts or correct information to the department.

6.2.17 Permit as Enforcement Shield

Compliance with a permit during its term constitutes compliance for purposes of enforcement with 33 USC 1311, 1312, 1316, 1317, 1328, and 1345 (a) and (b), except for any toxic effluent standard or prohibition, and standards for sewage sludge use or disposal. If a new or revised toxic effluent standard or toxic prohibition becomes effective during the term of the permit, the permittee may be subject to enforcement action if the discharge exceeds the new or revised effluent standard for the toxic pollutant even though the discharge is in compliance with the existing permit. The permittee may also be subject to enforcement action standards for sewage sludge use or disposal. However, a permit may be modified,

revoked and reissued, or terminated during its term for cause as set forth in ch. 283, Wis. Stats., and ch. NR 203, Wis. Adm. Code.

6.2.18 Severability

The provisions of this permit are severable, and if any provisions of this permit or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

6.3 General Conditions Specific to POTW Permits

The permittee shall comply with the following general conditions for POTW permits.

6.3.1 Planned Changes

All permittees shall provide adequate advance notice to the department of the changes provided below. Written notice shall provide information on the quality and quantity of effluent introduced into the treatment system, and any anticipated impact of the change on the quantity or quality of effluent and sludge to be discharged from the treatment system.

- Any new introduction of pollutants into the treatment system from an indirect discharger which would be subject to s. 283.31, Wis. Stats., if it were directly discharging those pollutants; and
- Any substantial change in the volume or character of pollutants being introduced into the treatment system by a source introducing pollutants into the treatment system at the time of permit issuance.

6.3.2 Prohibited Wastes

Under no circumstances may the introduction of wastes prohibited by s.NR 211.10, Wis. Adm. Code, be allowed into the waste treatment system. Prohibited wastes include those:

- Which create a fire or explosion hazard in the treatment work;
- Which will cause corrosive structural damage to the treatment work;
- Solid or viscous substances in amounts which cause obstructions to the flow in sewers or interference with the proper operation of the treatment work;
- Wastewaters at a flow rate or pollutant loading which are excessive over relatively short time periods so as to cause a loss of treatment efficiency; and
- Changes in discharge volume or composition from contributing industries which overload the treatment works or cause a loss of treatment efficiency.

7 Summary of Reports Due

FOR INFORMATIONAL PURPOSES ONLY

Description	Date	Page
Electronic Notice of Intent (eNOI)	30 business days before the expected start date of operation or being notified by the department for need of this general permit	2
Electronic Compliance Maintenance Annual Reports (eCMAR)	by June 30, each year	4
24-Hour Notification of SSO	No later than 24 hours from the time the permittee becomes aware of an SSO	6
Electronic Sanitary Sewage Overflow Notification Summary Report (Form 3400-184)	No later than five business days from the time the permittee becomes aware of an SSO	6
Public Notification	As soon as possible after an SSO	7
Sewerage System Owner Notification	No later than five days from the time the permittee becomes aware of an SSO	8
Drinking Water Intake Owner Notification	No later than 8 hours after becoming aware of the SSO	8
Electronic Discharge Monitoring Report (eDMR)	21 days following the end of the reporting period	11
Delegation of Signature Authority (Form 3400-220)	Submitted with the eNOI	12
Electronic Notice of Termination	After discontinuing permitted discharge	12
Transfer of Coverage (Form 3400-222)	30 days in advance of the proposed transfer date	12

Report forms shall be submitted electronically in accordance with the reporting requirements herein. Any facility plans or plans and specifications for municipal, industrial, industrial pretreatment and non-industrial wastewater systems shall be submitted to the Bureau of Water Quality, P.O. Box 7921, Madison, WI 53707-7921. All other submittals required by this permit shall be submitted to the department regional general permit contact.



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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: January 2, 2026

Re: Discussion and Action on 2026 – 2028 Sanitary Sewer & Pumping System Maintenance and Technical Service Agreement – Summit Utility District No. 2

BACKGROUND:

Area Septic Installation, Inc. (ASI) provided Summit Utility District No. 2 (SUD2) with an updated service agreement for 2026. The Village Public Works Director and the SUD2 Engineer reviewed the contract with ASI. The scope of services was reviewed and has not changed.

The following is a summary of changes to the new contract from 2025:

- The standard hourly rates for additional and/or emergency services increased slightly from 2025:
 - The standard rate per hour will be \$136/hour (increase from \$132/hour).
 - Emergency service rates outside of normal working hours are calculated at 1.5 times the normal rate (\$204/hour) with the exception of Sundays and holidays.
 - Emergency service rates on Sundays and holidays are calculated at 2 times the normal rate (\$272/hour).
- The minimum monthly charge remains unchanged at \$1,400.
- Confined space entry safety equipment change was increased to \$390.00/day (increase from \$379.00/day).
- This is a 3-year agreement that expires at the end of 2028, whereas past agreements were for single calendar years. Language was added under “Yearly Rate Adjustment” section that allows for an annual adjustment based on the CPI-U. A provision providing for adjustments for extraordinary increases in insurance, fuel, etc. was also included.

ATTACHMENTS: 2026 – 2028 ASI Maintenance and Technical Service Agreement – Sanitary Sewer and Pumping System (Summit Utility District No. 2)

FISCAL IMPACT: The increase in rates was anticipated and budgeted for in the 2026 district budget.

RECOMMENDED MOTION: Motion to approve the 2026 – 2028 Maintenance and Technical Service Agreement between Area Septic Installation, Inc. and the Village of Summit Utility District No. 2.

**MAINTENANCE AND TECHNICAL SERVICE AGREEMENT
SANITARY SEWER and PUMPING SYSTEM
VILLAGE OF SUMMIT UTILITY DISTRICT NO. 2**

The **Village of Summit Utility District No. 2** (known as "**District**") agrees to purchase and **Area Septic Installation, Inc.** (known as "**Contractor**") agrees to furnish, within the District's sanitary sewer system and at each pumping station site indicated below, and in accordance with the terms and conditions contained in this agreement, a program of maintenance and technical service consisting of: 1) scheduled operation, maintenance, and preventative maintenance of the pumping stations' equipment listed below; scheduled operation, maintenance, and preventative maintenance of the District's sanitary sewer collection and pumping system; and 3) requested additional and emergency service.

Site of Pumping: Stations Installation:

Pump Station 1 on Hickory Lane
Pump Station 2 on Sawyer Road at Pabst Road
Pump Station 3 on Sawyer Road at Breezeland Drive
Pump Station 4 on Waterville Road South
Pump Station 5 on Waterville Road at Delafield Road
Pump Station 6 on Delafield Road at Second Lane

Equipment included in maintenance program at each site:

Sewerage pumps
Generator
Telemetry and Controls

1. Pumping Stations Operation and Maintenance Service. Other Scheduled Service:

Contractor shall provide such scheduled operation and maintenance service as set forth in the operations and maintenance service schedule attached hereto, incorporated herein, and made a part hereof by reference as Exhibit A.

- A. The minimum monthly charge, including labor and travel time, shall be \$1,400 from January 1, 2026 through December 31, 2026.
- B. Each scheduled service call shall include equipment inspection, cleaning, calibration, and verification of proper operation. Each service call shall also include the completion of a service call report and record keeping.
- C. In addition to performing scheduled operations and maintenance service requirements, contractor will provide semi-annual service, Spring and Fall, on all air relief valves, which service will include sight inspection, pumping of water from manhole, cleaning and repair of air valve mechanism.
- D. Coordinate warranty work on pumping station equipment.
- E. Exercise the isolation valves on the low-pressure pumping system every two years.
- F. Parts and materials required for the performance of all work will be invoiced to the District at 20% for items between \$0 - \$200, 10% for items \$200 - \$5,000 and 5% for above \$5,000. All materials shall be purchased using the municipal tax exemption, to the fullest extent. Any and all time required to research, purchase, and coordinate delivery of parts and materials shall be included in the marked-up pricing. The District shall not be responsible for product quality, quantity, and warranty issues that arise due to the work.
- G. Supervise and work with the scheduled and contracted services of additional contractor(s) and subcontractors for the flushing, cleaning, and televising of the District's sanitary sewer collection system and force mains, and for other system repairs. Provide a written report of this work.
- H. Furnish the equipment and supplies required to flush and clean the Sugar Island force main pipe on an annual basis. Provide a written report of this work.
- I. Identify and report system deficiencies and required improvements. Assist the District Engineer in

preparing cost estimates or budgets for system repairs and improvements.

The Village of Summit Utility District No. 2 shall receive service in addition to the services referenced in paragraph no. 1 of this agreement, including emergency and other specially requested service, by the principal representative of Area Septic Installation, Inc. at the labor rate listed in paragraph no. 2, plus mileage. Charges for labor shall include travel time to and from the site from the office of Area Septic Installation, Inc. and shall be computed to the nearest half hour. Area Septic Installation, Inc. shall provide additional and/or emergency service commencing within 24 hours of receiving a request for additional service from Village of Summit Utility District No. 2, and within two hours of receiving a request for emergency service.

2. Standard Rates for Additional and/or Emergency Service:

- A. Advanced scheduled specially requested additional service: \$136.00 per man-hour of principal representative of Area Septic Installation, Inc.
- B. After-hours and/or emergency service (after 5 p.m.) and/or Saturday Emergency Service: \$204.00 per man-hour of principal representative of Area Septic Installation, Inc.
- C. Sunday and/or holiday emergency service: \$272.00 per man-hour of principal representative of Area Septic Installation, Inc.
- D. Confined space entry safety equipment charge: \$390 per day
- E. These rates apply from January 1, 2026 through December 31, 2026.

Yearly Rate Adjustment

The labor rates set forth in this Agreement shall remain in effect for the initial contract year. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter, the labor rates shall be adjusted annually based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84=100), as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated using the most recently published CPI-U index available at the time of adjustment compared to the index published for the same month of the prior year. Contractor shall provide written notice of the adjusted labor rate at least 30 days prior to the effective date of the annual adjustment. Nothing herein shall prevent contractor from requesting an equitable adjustment to labor rates in the event of extraordinary increases in regulatory costs, insurance premiums, fuel, or mandated wages beyond normal inflation.

Availability:

Area Septic Installation, Inc. will make available one qualified service provider on an on-call basis 24 hours a day, 7 days a week.

Comprehensive General Liability Insurance and Worker's Compensation Insurance:

Contractor shall insure the Village of Summit Utility District No. 2 and the District's Engineer through a comprehensive general liability insurance policy, which includes products and completed operations coverage, against any loss or damage caused by the negligence of contractor or any employee or agent of contractor. Contractor shall also provide its own worker's compensation insurance coverage for its employees.

Duration of Agreement: This agreement will commence on January 01, 2026 and expire on December 31, 2028.

Date: _____

Date: _____

Village of Summit Utility District No. 2

Area Septic Installation, Inc.

By: Jack Riley
Village Board - Chairman

By: Andrew Huss
Title Owner-Area Septic Installation, Inc.

DRAFT

Exhibit A
VILLAGE OF SUMMIT UTILITY DISTRICT NO. 2
PUMPING STATION ROUTINE OPERATION AND MAINTENANCE SCHEDULE
(Items are for all pumping stations unless noted)

WEEKLY ACTIVITIES

1. Generator and Transfer Switch
 - a. Check engine oil.
 - b. Check engine antifreeze.
2. Pump Controls
 - a. Verify telemetry system operating and logging station data and alarms.
 - b. Record pump run times.
3. Wet Well
 - a. Pump down wet well to help control accumulation of debris.
 - b. Check for excessive grease accumulation.
4. Odor Control
 - a. Check operation of Bioxide chemical feed pump (PS #2, #3 and #5 only).
 - b. Check Bioxide storage tank liquid level (PS #2, #3 and #5 only). Coordinate resupply as needed.
5. Sulfide monitoring, testing and adjustment of Bioxide feed rate
 - a. Weekly from May 15 through September 30
 - b. Bi-weekly from March 1 to May 14 and October 1 through November 15
 - c. Monthly in December, January and February
6. Prepare and file written reports of service work. Written reports to be included in monthly report to District Engineer. Contractor to attend the monthly evening District meeting to present weekly reports and answer questions on an as-needed basis.

MONTHLY ACTIVITIES

1. Generator and Transfer Switch
 - a. Check block heater (hot to touch when engine has not run)
 - b. Check battery water level. Fill as needed using distilled water only.
 - c. Check system operation:
 1. Pull main service, disconnect switch, generator should run and system should transfer to generator power.
 2. After 5 minutes, reset main service disconnect switch and verify station returns to normal utility power.
2. Pump Controls
 - a. Check operation to verify pumps are operating in the normal range.
 - b. Force pumps to operate on "float" control by raising the wet well high-level float switch.
3. Wet Well
 - a. Add grease control additives as needed. Wash down wet wells as needed.
4. Remove grease accumulation from floats.
5. Prepare and file written reports of service work. Written reports to be included in monthly report to District Engineer. Contractor to attend the monthly evening District meeting to present monthly reports and answer questions on an as-needed basis.

ANNUAL ACTIVITIES

1. Generator and Transfer Switch
 - a. Replace engine oil and filter.
 - b. Replace air cleaner.
 - c. Inspect fan belt, replace when worn.
2. Sewage pumps
 - a. Check shaft seal oil cavity for leakage/change oil as necessary.
 - b. Megger pumps.
 - c. Verify that flush valve is operable.
3. Exercise isolation valves on the low-pressure pumping system, about half the valves per year, with all valves exercised every two years.
 - a. Clean and exercise force main air release valves, about half of the valves per year, with all valves maintained every two years.
4. Prepare and file written reports of service work. Written reports to be included in monthly report to District Engineer. Contractor to attend the monthly evening District meeting to present annual reports and answer questions on an as-needed basis.

EVERY TWO YEARS ACTIVITIES

1. Generator and Transfer Switch
 - a. Replace transfer switch battery.
2. Pump Controls
 - a. Replace telemetry battery.
3. Prepare and file written reports of service work. Written reports to be included in monthly report to District Engineer. Contractor to attend the monthly evening District meeting to present two-year reports and answer questions on an as-needed basis

EVERY THREE YEARS ACTIVITIES

1. Generator and Transfer Switch
 - a. Replace engine-starting battery.
 - b. Replace engine spark plugs.
2. Prepare and file written reports of service work. Written reports to be included in monthly report to District Engineer. Contractor to attend the monthly evening District meeting to present three-year reports and answer questions on an as needed basis.



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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: January 2, 2026

Re: Discussion and Action on Replacement of Check Valves at Lift Station No. 6

PURPOSE:

To receive SUD2 Commission approval to replace two failing swing check valves at lift station no. 6.

BACKGROUND:

In early December, ASI discovered that lift station 6 pumps were running every 5 to 10 minutes instead of the usual 45 minutes to an hour. The situation seemed similar to what occurred at lift station 2 in the past when a check valve got stuck open, allowing sewer to flow back into the wet well after the pumps turned off. ASI was able to get down into the check valve vault and found that the air cushion/oil filled cylinder that prevents the valve from slamming shut due to head pressure in the pipe is starting to fail. The cylinder inside is starting to corrode, which is causing it to bind and get stuck. ASI cleaned the cylinder and lubricated it so it moves freely. This is a temporary solution, and it likely will get stuck again. ASI also noticed the other check valve leaks sewer into the valve vault when the pump runs. Austin believes that both of these check valves are original.

ASI contacted Dorner (valve manufacturer) to determine if there is a way to repair the valves, and it was determined that replacement of each of the entire units are necessary. Dorner provided a quote for the APCO units, at a cost of \$3,131 each (total replacement cost of \$6,262 for both valves, plus ASI labor to install). DeZurik/APCO is the standard for valves, and it is recommended to maintain consistency with the components of the lift stations.

RECOMMENDATION:

ASI, SEH, and Village staff are in agreement that replacement of the two check valves is recommended to mitigate future issues with the valves leaking and sticking shut, as well as with potential water hammer/pressure issues.

ATTACHMENTS:

APCO CVS-6000 Swing Check Valves Quote (Dorner Company, dated 12/19/2025)

FISCAL IMPACT:

This work was not anticipated in 2026 and will be charged to the Maintenance of Lift Stations account.

RECOMMENDED MOTION:

Motion to authorize staff to work with ASI to purchase and install the two failing 8-inch swing check valves at lift station no. 6.

DORNER QUOTATION

To: Area Spectic Installation Inc.
Attn: Austin Huss
Ref: Village of Summit Lift Station - Check Valve

Date: 12/19/2025
Proposal No: Q3145dzar
Page: one of one
Industry Code: 9999

FOB: Factory
Terms: N30
Delivery: Est. 8-10 Weeks

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089
Phone No: (262) 932-2100 Ext 4132
Fax No: (262) 932-2101

Sales Contact: Matt Kaczmarek
Prepared By Josh Venancio-Berg

Item	Quan.	Description	Unit Price	Total
A	1	8" APCO CVS Swing Check Valve, Series 6000D Body Style, Class 150 Flanged End Connections, Ductile Iron Body, 8 mil Epoxy Coating on Interior & Exterior, Ductile Iron Disc, 316 Stainless Steel Shaft, 316 Stainless Steel Body Seat, NBR Disc Seat Material with Air Cushioned Side Mounted Cylinder. Model: CVS,8,6000D,F1,DI,DI-S2-S2-NBR*AC	\$ 3,131	\$ 3,131
Total				\$ 3,131

Notes: Prices quoted are FOB Factory with freight pre-pay + add. Quote valid for 30 days. Delivery times are estimated and are not guaranteed.



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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: January 2, 2026

Re: Discussion and Action on ProSweet Phase 1 Trial Results and Approval of Phase 2 Trial

PURPOSE:

To provide the SUD2 Commission with a summary of the initial trial results for the use of ProSweet to control hydrogen sulfide (H₂S), and to request approval of an expansion of the trial to include additional lift stations (Phase 2).

BACKGROUND:

Please refer to the attached summary email between SEH, Veolia, and Village staff outlining the results of the initial trial in which ProSweet was tested as a control of H₂S. A recommendation for implementation of a Phase 2 is also summarized in the email.

RECOMMENDATION:

SEH and Village staff believe that the ProSweet has been effective at controlling H₂S and are recommending that phase 2 is implemented as proposed. Veolia has provided a purchase order for the trial 2 chemical use at a total cost of \$3,895.32, plus a transportation fee (estimated at \$120) and single item purchase fee (\$100).

ATTACHMENTS:

ProSweet OC2543 Phase 1 Trial Summary (email correspondence, dated 12/23/25)

ProSweet OC2543 Purchase Order (Veolia WTS USA, dated 12/23/25)

FISCAL IMPACT:

Funding for the ProSweet would be utilized from the SUD2 Chemical Treatment account, in which funding has been included for the purchase of Bioxide.

RECOMMENDED MOTION:

Motion to authorize SEH and Village staff to work with Veolia WTS USA to implement Phase 2 of the ProSweet trial, as recommended.

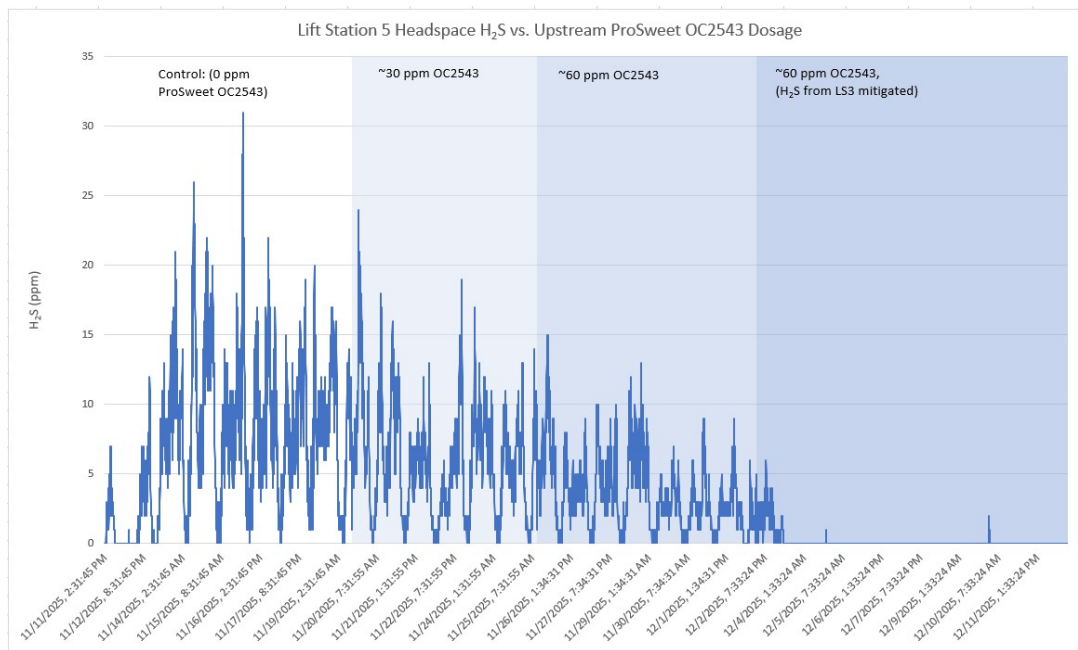
Steve Yoss

From: Plantenberg, Eric <eric.platenberg@veolia.com>
Sent: Tuesday, December 23, 2025 10:20 AM
To: Robert Malzahn; Steve Yoss; Kamron Nash; Austin; Richard Andrusko
Subject: Veolia - Summit Trial Results and Next Steps
Attachments: Veolia Proposal - Summit Utility Dist No 2 OC2543 2025.12.pdf; Copy of 400-Gallon Semi-Bulk 2-15 (1) (1).pdf

Good morning everyone. Thank you for your time yesterday. Here is a summary of our discussion, and recommendations for next steps.

Summary of results

Below is the chart from Phase 1 of our ProSweet trial. As you can see, feeding ProSweet to LS2 did significantly reduce H₂S levels in the airspace of LS5. Early in the trial, we suspect some of the measured H₂S was coming from LS3, where no chemical control was in place. Once the H₂S from that lift station was mitigated, H₂S levels dropped to near zero for the last week of the trial, confirming that ProSweet was removing all H₂S from LS2 as intended.



Trial Phase 2

Based on these results, we are recommending a Phase 2 of the trial, in which we feed ProSweet to both lift stations 2 and 3, with no Bioxide fed at any other location. This will allow us to verify that ProSweet can serve as a total replacement of Bioxide, and allow us to fine-tune the dosage to balance effectiveness and economics. Further details are as follows:

- We recommend beginning with a control period as before, monitoring H₂S at LS5 in the absence of any chemical feed (Bioxide or ProSweet)
- Once a baseline is established, begin feeding ProSweet to LS2 and LS3 at approximately 30 ppm, monitoring H₂S at LS5 to verify effectiveness

- Adjust feed rates based on measured results at LS5

I have attached a quotation for 3 drums of ProSweet OC2543; at the higher dosage from Phase 1, this would be enough for roughly one month of feed to both lift stations, but I anticipate we will be able to reduce feed rate and prolong the trial past one month.

If you would like to move forward with Phase 2, I would just need a PO for the trial chemicals. Once that is received, we can discuss a schedule, and even begin baseline monitoring while waiting for chemicals to be delivered.

Looking ahead

In our call yesterday, we also discussed some delivery logistics if you opt to move to ProSweet full time. Our E3 minibulk container option would probably be the most convenient. With this delivery method, our Veolia driver will transfer a full tote (270 gal) at one time into a 400-gallon base tote kept on site at each lift station. Depending on feed rate, which we will have a better read on after Phase 2, a tote (270 gal) should last somewhere between 3 to 6 months at each lift station. I have attached a schematic of the tank for your reference. It is a bit preliminary to dive into all of the logistics, but since it came up on the call yesterday, I wanted to share a bit of additional info.

Please let me know if you have any questions or concerns. Thank you for this opportunity!

Best,
Eric

--
Eric Plantenberg
Lead Account Manager (CMS), SE Wisconsin
Water Technologies and Solutions

cell: +1 414 208 9200
3600 Horizon Blvd, Trevose, PA 19053
www.veolia.com





December 23, 2025

Robbie Malzahn
Summit Utility District No. 2.
37100 Delafield Road
Summit, WI 53066

Eric Plantenberg
Account Manager
414-208-9200
eric.platenberg@veolia.com

Dear Mr. Malzahn

Veolia Water Technologies & Solutions is pleased to present this quotation with updated pricing for hydrogen sulfide scavenger:

Part #	Description	Unit Price	Quantity	Total
7133472	PROSWEET OC2543 D3 DRUM	\$1,298.44	3	\$3,895.32

Pricing is in USD and includes freight. This excludes applicable taxes that may be applied at time of order entry. A Transportation Surcharge may be added to the pricing above. Returns require approval in writing from Veolia and are subject to a restocking fee. A \$100 single item fee can be avoided by ordering multiple drums, bags and/or pails containers at a time.

Thank you very much for your consideration. Please do not hesitate to contact me if you have any questions about this quotation. To place an order, please forward a purchase order to me referencing this quote.

Sincerely,

Eric Plantenberg
Account Manager

Please address purchase orders to the legal entity below:

Veolia WTS USA, Inc.
3600 Horizon Blvd
Trevose, PA 19053

Proprietary Information

This document contains proprietary information about Veolia and is the property of Veolia. It is not to be disclosed, in whole or in part, to third parties without the express written authorization of Veolia. It shall not be duplicated, in whole or in part, for any purpose other than to evaluate the Veolia proposal and shall be returned upon request.

Terms and Conditions

All our sales are subject to our terms and conditions of sale printed on the final page attached.

This quotation is valid for 30 days from date listed above.

QQ – 1Q2024



Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solution business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, – together with the last proposal in order of time issued by the Seller – these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission and are subject to a minimum 25% restocking fee. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one



hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
 12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
 13. **General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
 14. **Conflicts; No Third Party Beneficiary Rights.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.
 15. **Assignment and Subcontracting.** To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.
 16. **Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
 17. **Termination and Suspension.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
 18. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
 19. **U.S Government Contracts.** This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
 20. **Miscellaneous.** No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.
- Insight Terms and Conditions**
1. **Intellectual property.** Company shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
 2. **Use.** Company agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved chemical products in connection with the equipment. To the extent that Company fails to do so, Company hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees shall be waived.
 3. **Data Rights.** The parties acknowledge that in performance of the Services, Seller will be collecting data from Company relating to Company's processes, materials, equipment and other information ("Data"). Company hereby consents to the collection of such Data by the Seller. The following provisions will apply to Data.
 4. **Network Interface.** Company will install and maintain any and all equipment, systems, software and network interfaces at, and provide telecommunications access to, its facilities as may be required to gather and communicate Data to Seller's monitoring systems in conformance with Seller's interface specifications. Company shall maintain its equipment, systems, software and network interfaces to ensure that there are no viruses, Trojan horses, tracking or other cookies, malware or any other harmful software embedded in or attached to Data or such equipment, systems, software or network interfaces that are accessed by or otherwise affect Seller's equipment, systems or software. Upon reasonable request by Seller, Company shall perform testing or audits to verify compliance with this paragraph.
 5. **Custodian.** Seller will be custodian of the Data. Seller will store and maintain the Data in a secure manner and logically separate from data belonging to other customers consistent with industry standards. Data will be stored and maintained by Seller for a period of at least 1 year. Periodic back-ups of Data will be maintained as necessary for Seller to perform its obligations herein and in accordance with reasonable commercial practices. Seller may store such information in any location and in such a manner as it deems appropriate in its sole discretion in accordance with reasonable commercial practices.
 6. **Seller Access.** Seller will restrict access to Data to those employees, agents and contractors of Seller with a need to know. In addition to accessing Data through computer terminals, such employees, agents and contractors may access Data through computer monitors disposed in monitoring laboratories or control rooms at sites operated by or on behalf of Seller. Access by such individuals on behalf of Seller to stored Data shall be controlled through individual user names and passwords consistent with Seller's information technology policies and procedures. Access by such individuals on behalf of Seller to displayed Data on monitors shall be restricted through controlled access or other reasonable security measures determined by Seller in its sole discretion.



7. **Company Access.** Seller may provide access to Company to Data during the period which Data is stored. For individual access, Company shall provide a request for authorization for each individual requesting such access. Authorized personnel of Company shall be issued a unique User ID and password that identifies and may be used by only a single user. All requests for access shall be through an officially approved and documented process of Company. Seller shall use reasonable commercial efforts to provide user access to Company in a timely manner. In the case that any employee or contractor no longer requires access or in the case where such employee or contractor is voluntarily or involuntarily terminated, Company shall notify Seller immediately at which time such User ID will be disabled and access terminated. Seller shall not be liable for any access by individuals based on whole or in part by the failure on the part of Company to provide timely notice of restrictions on or termination of access. Upon reasonable request by Company and to the extent technically feasible or practical, copies of some or all of Company's Data shall be transferred to Company pursuant to mutually agreed upon protocols, procedures and schedules. Moreover, reports that summarize Data may be developed from time to time and provided to Company. Seller shall be compensated on a time and materials basis for any such transfer or report generation. Company or Seller may develop applications for accessing Data from mobile devices. Additional user identification and secure login information may be required by Seller. Seller shall use reasonable commercial efforts to ensure that mobile access to Data is secure. However, Company acknowledges that much of wireless network security is controlled by 3rd party carriers or network vendors and Seller shall not be liable for any security breaches based in whole or in part on services provided by such 3rd parties.
8. **Security / Unauthorized Access.** Company shall not reverse engineer, hack, access or attempt to access, or have anyone do so on its behalf, any data, systems, programming, or any other information maintained by Seller. In addition, Company or those acting on Company's behalf shall not develop or insert into any of Seller's systems, networks or data any back-door access, viruses, Trojan horses, tracking or other cookies, malware or any other unauthorized software.
9. **Rights to Use Data.** Company shall have unlimited rights to use the Data for any purposes not inconsistent with this Agreement. Seller may use the Data (1) for any and all purposes in furtherance of this Agreement; (2) for internal research and development purposes; and (3) in the aggregate for statistical and other analysis, provided that in the case of (3) above, no information identifying Company shall be associated with such analysis. Seller may share Data with its affiliates, including its affiliates in other countries, for the purposes described above.

TrueSense Terms and Conditions

1. **Additional Terms and Conditions.** These Additional Terms and Conditions contained herein shall apply in addition to Terms and Conditions of Sale and collectively shall form the exclusive terms whereby Buyer agrees to purchase and Seller agrees to provide these Services. To the extent that these Additional Terms and Conditions conflict with the Terms of Conditions of Sale, these Additional Terms and Conditions shall control.
2. **Description of Services.** The Services constitute and include the provision of TrueSense Online Chemistry Monitor(s), the startup and commission of such equipment, ongoing equipment maintenance and services as further described in Seller's Proposal.
3. **Equipment, Start up and Commission, Title.** The equipment to be provided in connection with the Services shall include (i) a TrueSense monitor(s) and (ii) related peripheral equipment as described in Seller's Proposal. Seller shall be responsible for startup and commission the equipment as outlined in the Proposal and subject to Buyer's fulfillment of Buyer's Responsibilities as set forth herein. Unless otherwise agreed upon by the Seller and Buyer, Seller shall be responsible for all routine, preventative maintenance on the equipment. Seller shall possess the right to change, exchange, upgrade, or replace the equipment (or any part thereof or peripheral therefore) at its sole discretion. Seller shall retain beneficial ownership and title to the equipment and any other Seller supplied parts, inventory, and other assets utilized by Seller or made available to Buyer in connection with the Services. Buyer shall be obligated to keep equipment free from any liens, claims, or encumbrances and shall not make or cause any changes or alterations in or to the equipment or remove any parts, accessories, attachments, or other equipment therefrom. Buyer agrees to any provide assistance as may be reasonably necessary to enable Seller to perfect a security interest in the equipment and Buyer, upon Seller's request, shall provide Seller a guarantee for such equipment. Upon expiration or termination of this Agreement or failure by Buyer to fulfill any of Buyer's Responsibilities described herein, Seller shall have the right to disconnect and remove the equipment, including any peripheral related thereto, installed by Seller and Buyer shall provide to Seller, or cause to be provided to Seller, access to the equipment for such purpose.
4. **Buyer's Responsibilities.** As a condition precedent to Seller's start up and commission of the equipment, Buyer shall, without cost to Seller, hereby agrees to (i) provide a location at the Buyer's facility suitable for the startup and commission of the equipment; (ii) provide all fixtures, fittings, electricity and other specified items required for startup and commission; (iii) provide influent water of the quality and type described in this Proposal, or an attached exhibit, at the pressure and at the flow rate required by Seller; (iv) provide reasonable access to and security for the equipment; (v) provide all necessary utilities to operate the equipment; (vi) provide/possess all necessary licenses and permits required for the startup and commission and operation of the equipment required for this service. Should Buyer fail to fulfill any of the conditions set forth above, Seller shall be under no obligation to either install the equipment or allow its continued use by Buyer.
5. **Intellectual Property.** Buyer shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
6. **Use.** Buyer agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved products in connection with the equipment. To the extent that Buyer fails to do so, Buyer hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees as may be provided for in Seller's Proposal if applicable, shall be waived.