

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, NOVEMBER 18, 2019 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:** *Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)*
- VII. **CONSENT AGENDA:**
- A. Approval of Minutes: November 4, 2019 Regular Village Board Meeting and November 4, 2019 Committee of the Whole Meeting.
- B. Accounts payable/payroll
- | | | | | |
|----|-------------------|------------------|----|------------|
| 1. | October 31, 2019 | Accounts Payable | \$ | 38,036.90 |
| 2. | November 10, 2019 | Accounts Payable | \$ | 528,667.54 |
| 3. | November 13, 2019 | Payroll (Hourly) | \$ | 258,624.46 |
| 4. | November 15, 2019 | Payroll (Salary) | \$ | 70,986.06 |
- C. Operators Licenses: Pam Halverson, Andrew Otto, Sam Schlosser (Recommend Approval)
- The following items were forwarded from **Public Works** with a unanimous recommendation.
- D. **Resolution 63-2019**, Contract with Limbwalkers Tree Service in an amount not to exceed \$40,447.00.
- E. **Resolution 64-2019**, Development Agreement for Goldendale Road Germantown LLC,(Dickman Co., Inc).

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARINGS:

- A. Tom Howald for Aldi Inc. Agent for Germantown BB LLC, N96W18838 County Line Road, Rezoning Application, to Create a Planned Development District and Rezone 7.25 acres from B-1: Neighborhood Business District into the Planned Development District (PDD).
- B. 2020 Village of Germantown Budget and 2019 Tax Levy.

X. NEW BUSINESS:

- A. **Resolution 65-2019**, Resolution Awarding the Sale of \$10,890,000 General Obligation Corporate Purpose Bonds, Series 2019D; Providing the Form of the Bonds; and Levying a Tax in Connection Therewith.
- B. **Resolution 66-2019**, Resolution Approving the 2020 Village Budget.
- C. **Resolution 67-2019**, Resolution Approving the Levying of Property Taxes for Village Purposes.
- D. **Resolution 68-2019**, Authorizing the Placement of Special Charges on the 2019 Tax Roll Against Certain Properties.
- E. 3-Lot **Certified Survey Map** for Briohn Building Corporation, Agent for Goldendale Land Holdings, LLC, Property Owner - W204 N13125, W204 N13055 & W204 N13035 Goldendale Road.
- F. **Ordinance 15-2019**, To Amend the Official Zoning Map of the Village of Germantown Zoning Code, and create the Germantown Plaza District, Germantown BB LLC, Rezone 7.25 acres from the B-1: Neighborhood Business District into the Planned Development District (B-1/PDD) and **Resolution 69-2019**, Adopting Conditions and Restrictions for the Germantown Plaza Planned Development District for Tom Howald for ALDI Inc., Agent for Germantown BB LLC, Property Owner - N96 W18838 County Line Road.
- G. **Conditional Use Permit**, Clean Harbors Industrial Services, Inc., Agent for Veolia ES Industrial Services Inc., Property Owner - N104 W13275 Donges Bay Road. Conditional Use Permit (CUP) for Storage of Chemicals, Flammable Liquids and Gaseous Substances; and Recycling Collection and Processing. (Public Hearing was previously held on October 21, 2019).

- H. **Resolution 73-2019 A resolution Opting Out of the National Prescription Opiate Litigation Negotiation / Settlement Class.** The Village Board may convene into closed session per Wis. Stats. §19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, December 2, 2019 at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
November 4, 2019**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Hughes, Kaminski, Miller, Myers, Warren, Wing, and Zabel. Trustee Baum is absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Engineer Nitschke and Director Ratayczak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No Report.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC

INTEREST/DEPARTMENT AND COMMITTEE REPORTS:

Trustees provided information on upcoming meeting dates and times.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Chris Yatchak of Brownstone Court came to the podium. He extended an invitation to the Community and Village Board for the November 10th Veterans Day Ceremony that starts at 11 a.m. The ceremony will include the reading of names to be engraved into the wall followed by a free community lunch at the served at the American Legion.

The Candy Parade and run will be on November 16. The Library and the Village Hall will be open. There will be horse drawn carriage rides and tree lighting.

CONSENT AGENDA:

A. Approval of Minutes: October 21, 2019 Regular Village Board Meeting.

B. Accounts payable/payroll

1.	October 25, 2019	Accounts Payable	\$ 1,455,704.56
2.	October 30, 2019	Payroll (Hourly)	\$ 247,217.16
3.	October 31, 2019	Payroll (Salary)	\$ 109,158.85

The following items were forwarded from **Public Safety** with a unanimous recommendation.

C. Operator's Licenses: Conor Pitterle, Destiny Putnins, Jailin Smiley. [Recommendation Forthcoming]

D. Latitude Café LLC, Shackar Daniel Levy, W156N9636 Pilgrim Road, Germantown, Class C Wine for the period commencing November 5, 2019 and ending June 30, 2020.

E. Change of LLC, Fawn Lane LLC, DBA Buzdum's Pub & Grill, Boro Buzdum, W188N10515 Maple Road, Germantown, "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage, for the period commencing November 5, 2019 and ending June 30, 2020.

Premise license approvals are conditional upon completion of all documentation, compliance of all code violations/permits/ requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

F. Resolution 60-2019, Amendment to the Employee Policy and Procedure Manual – Addition of Employee Individual Development Plan.

MOTION (Miller/Myers) to approve Consent Agenda Items A-F. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

None.

PUBLIC HEARING:

None.

NEW BUSINESS:

Resolution 62-2019 Mequon Road Corridor Signalization Timing Improvements Contract with TADI, in an amount not to exceed \$19,144.

MOTION (Myers/Miller) to approve Resolution 62-2019 Mequon Road Corridor Signalization Timing Improvements Contract with TADI, in an amount not to exceed \$19,144. The item was recommended from Special Public Works Meeting. Roll Call Vote Carried Unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 7:10 p.m. p.m.

The next regular meeting of the Village Board will be on Monday, November 18, 2019 at 7:00 p.m. and will include the 2020 Budget.

Respectfully Submitted,
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
COMMITTEE OF THE WHOLE MINUTES
November 4, 2019**

CALL TO ORDER: The meeting was called to order at 6:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Hughes, Kaminski, Miller, Myers, Warren, Wing, and Zabel. Trustee Baum was absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Manager Tucker, Engineer Nitschke, and Paul Roback.

GOALS TO VISIONS WORKSHOP, as facilitated by Paul Roback of UW Extension:

Administrator Kreklow reported on the item and introduced Paul Roback of UW Extension. This is in preparation of the performance based budgeting.

Paul Roback distributed documents to prepare for the mission and vision brainstorming process.

The current vision was pointed out: Working together to respond to our residents and businesses by providing efficient services that enhance the community's quality of life.

After tonight's meeting Paul will merge the Board's results with the Staff results and the board and staff will meet on December 2, 2019.

There will also be an electronic survey to identify the Vision, Mission and goals.

The Brainstorming process was then worked out and then reviewed as a group. This will be a SWAC (Strengths, Weaknesses, and Challenges) analysis. This will start with the Village Government and then the Community of Village of Germantown.

The Village Board listed their Strengths, Weaknesses, and Challenges.

Internal Strengths were listed.

Hughes: Longevity of Employees.

Warren: Collaborative Village Board.

Wing: Outstanding employees.

Kaminski: Village Board and Staff understand conservative fiscal nature; All on same page.

Wolter: Village Board and Staff commitment to Public Service.

Miller: Strength of Police and Fire Services.

Myers and Zabel: Good Employees and Good Backgrounds in the areas they work.

Warren: Financial Background of Village Administrator.

Kaminski: Strong Contingency Fund.

Wolter: Respect for each other. No one is disrespectful to each other.

Community Strengths were listed:

Meyer and Zabel: Community groups such as the Chamber, Kiwanis, Historical Groups, and Friends of the Library East and West.

Miller: Closeness of many of the neighborhoods.

Wolter: Germantown is a desired area to live and raise a family.

Kaminski: Desirable land that could be developed.

Wing: Location, Location, Location for freeway access for people wanting to live, close to Milwaukee.

Warren: High quality school system.

Hughes: Diversity in Germantown and predominant conservative mentality and grouping. In partisan world the community is leaning on way. Like minded individuals.

Miller: Close to Milwaukee and Urban area.

Wolter: Strong tax base.

Kaminski: Rural character.

Wing: Business friendly.

Internal Weaknesses in government were listed:

Wolter: Inability to share all government information with residents.

Kaminski: Infrastructure needs as we grow. Police, Fire, 2nd floor to library, Public Works Building. Funding the items.

Wing: Totally we do not have the revenue to keep up with the demands of service. Revenue does not match demands.

Warren: Keeping pace with salaries of comparable place with neighbors.

Hughes: Infrastructure is aging.

Meyers/Zabel: Short on staff in different departments and getting back to residents in a timely fashion because of workloads.

Miller: Same with infrastructure of Public Works and Police

Wolter: Limited on how much we can increase budget and limited revenue sources.

Wing: We do not follow the comprehensive plan that we develop.

Community Weaknesses:

Kaminski: Continuing to fund road maintenance.

Wing: Real lack of media focused on stories that are important to residents.

Warren: Lack of a Main Street.

Hughes: Lack of a Main Street, we do not have a central downtown. We are a bedroom community. Lack of community identity.

Myers/Zabel: Not able to work with other community groups.

Miller: Right commerce. Inability to attract restaurants and retail.

Wolter: Overall the residents have a mis-trust of Village Government.

Kaminski: Lack of services, walking, biking lanes, community center.

Zabel: We do not have a local newspaper for getting information out to residents on a daily basis.

Kaminski: Difficult cell phone service. Need landlines in Northeast of Germantown.

Village Opportunities within Government were listed:

Meyers/Zabel: Growth of Multifamily housing.

Miller: Favorable interest rates and bond rating.

Wolter: 2050 Land use Plan.

Kaminski: Developable land for business and residential.

Warren: Proximity to the freeway / Milwaukee.

Hughes: Land and Proximity to Milwaukee. Lower tax rate.

Wing: Conservation Subdivisions. Would like to see conservation subdivisions.

Community Opportunities were listed:

Meyer/Zabel: Growth

Miller: Land available for growth.

Wolter: Sharing borders with like communities for expanding growth.

Kaminski: Fortunate for Menomonee Falls to take the big box stores.

Wing: Opportunities for future use of resources like the Menomonee River.

Warren: Scenic area close to community.

Hughes: Developable land, residential and business. Community Asset.

Challenges were listed:

Hughes: Challenge with other taxing entities, like the school board, that do not have the same goals. We care about the overall impact.

Kaminski: State levy limits and mandate limits.

Zabel: Takes away voting and makes decisions. Cell towers, room tax.

Wing: taking room tax monies.

Wolter: State Government overreach.

Miller: Current relationship with school district.

Wolter: Balancing growth with Public Service needs.

Warren: Competing with neighboring communities for talented staff.

Community Challenges were listed:

Kaminski: Getting people to participate in government.

Miller: Business competition from neighboring communities.

Wolter: Road Repair and keeping up with it.

Kaminski: Managing Emerald Ashborer.

Wing: Quality of life issues with residential and commercial areas.

Kaminski: Strength within community. Good German events. Mai Fest and Oktoberfest.

Zabel: Economic Development within communities.

Tax incentives or other things.

Paul Roback will type of the results and send out a goals survey. He will compile and send out prior to December 2nd.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 6:59 p.m. p.m.

Respectfully Submitted,
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 63-2019

**CONTRACT WITH LIMBWALKERS TREE SERVICE
IN AN AMOUNT NOT TO EXCEED \$40,447**

WHEREAS, the Village of Germantown will contract for the forestry services throughout the Village; and,

WHEREAS, the Public Works Committee met on November 5, 2019 and recommended authorization to contract Limbwalkers Tree Service, in the amount not to exceed \$40,447.00 as it relates to the removal of approximately 58 dead ash trees including stump grinding and site restoration; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Limbwalkers Tree Service in the amount not to exceed \$40,447.00 for forestry services throughout the Village.

Introduced by: _____

Adopted: November 18, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday November 18th, 2019

AGENDA ITEM: Consent Agenda

ITEM TITLE: Tree Removal Award of Contract

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Committee is presenting bids obtained from local tree removal contractors for the removal of approximately 58 trees ranging in size from 13" to 31" DBH. This work also includes all stump grinding and site restoration: The 7 (seven) contractors invited to bid include:

Bark River Tree Service	Decline
Crawford Tree and Landscape Service	Decline
First Choice Tree Care	DNR
Limbwalkers Tree Service	\$40,447.00
M & M Tree Service	Decline
Voss Treemendous Tree Service	DNR
Wendland Nursery and Tree	DNR

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER____

RECOMMENDATION:

Committee unanimously recommends Limbwalkers Tree Service in the amount not to exceed \$40,447.00. Holding off this project would only prolong and compound the problem being created by dead and dying ash trees. The contractors contacted were the recommendation of paid consultant Wachtel Tree Science. If approved funds shall be allocated from the 2019 and 2020 Parks Line item 10-553-530-5290.

BOARD ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 64-2019

GOLDENDALE ROAD GERMANTOWN LLC DEVELOPMENT AGREEMENT

WHEREAS, Village Staff and the Village Attorney have worked with representatives of the Goldendale Road Germantown LLC to address the sanitary sewer and water main extensions. Standard Fees, Impact Fees, and the letter of credit are also addressed; and,

WHEREAS, the Public Works Committee has reviewed and recommended the attached Development Agreement.

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve of the attached Development Agreement for Goldendale Road Germantown LLC.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
& VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: November 5, 2019

AGENDA ITEM:

ITEM TITLE: Development Agreement for Goldendale Road Germantown, LLC
(Goldendale Rd & Rockfield Rd)

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Goldendale Road Germantown, LLC for approval by the Public Works and Highway Committee. The Development consists of three (3) buildings and would be located at the southwest corner of Rockfield Road and Goldendale Road. The public improvements addressed in the DA are the extension of sanitary sewer and water main. The water main will terminate at Rockfield Road and at Goldendale Road. The sanitary sewer will terminate at the south side of the building proposed to be constructed adjacent to Rockfield Road. In addition, the DA addresses the standard fees, impact fees and the amount of the Letter of Credit.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for Goldendale Road Germantown, LLC and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**GOLDENDALE ROAD GERMANTOWN, LLC
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Goldendale Road Germantown, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 1 (20.027 acres) and Lot # 2 (25.436 acres) of Certified Survey Map No. 6913 which is a total of 45.563 acres, being a redivision of Lots 2, 3 and 4 of Certified Survey Map No. 5959 in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 7, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for three (3) buildings on the parcel; Building #1 to be a 247,993 sq. ft office and warehouse/light manufacturing facility; Building #2 to be 117,000 sq. ft.; and Building #3 size to be determined (the use of buildings #2 and #3 to be determined at a future date); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct and install a sanitary collection system in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, the Developer has proposed two (2) driveway entrances on CTH Y (Goldendale Road) for which the Developer has obtained the proper approvals from the Washington County Highway Department, and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted, and the Village Engineer has approved the Approved Plans for all water supply facilities, including an extension of 12" water main for a distance of approximately 2812 lineal feet together with necessary valves, 10 fire hydrants/leads and necessary water laterals to service the proposed buildings and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting required prior to the starting installation of water main occurred Monday, October 14, 2019 at 9:00 a.m. (at least 48 hours prior to start of construction).

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend public sanitary sewer for approximately 940 lineal feet, including 2 manholes, within a utility easement beginning at the existing sanitary sewer located at the south property line to the proposed sampling manhole. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and the Village Engineer has approved the Approved Plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Chap. 29 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire Development or the completion of an individual lot, as may be appropriate as determined by the Village Engineer, and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 **STORM WATER DRAINAGE FACILITIES.** Drainage from the Property comprising the "Development" discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property. The proposed Pond will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Pond will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements" and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the "SWMP"). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

- (1) Developer shall install all storm water management facilities as shown on the SWMP.
- (2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.
- (3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.
- (4) The Developer or its affiliates, successors, or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 **LANDSCAPING.** Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted November 11, 2019.

1.08 **STREET SIGNS AND MARKINGS.** Developer shall install all required street signs and markings at Developers expense.

1.09 **SIDEWALKS AND PATHWAYS.** No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting between Developer, the Contractors and the Village occurred Monday, October 14, 2019 at 9:00 a.m., authorizing commencement of construction on the improvements. Developer prior to such meeting, notified all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions

- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than ninety (90) days following Final Acceptance of the public improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main, sanitary sewer, pond outlet structure and emergency overflow area. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first building in the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within five business days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Final Acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. As of the date of this Agreement, these fees include and are calculated for the first building of the Development as follows:

- | | |
|-----------------------------------|--|
| (1) Water: | \$ 832.00/REC x 9 = \$7,488.00 |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost = \$5,941.83 |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost = \$2,626.42 |
| (4) Sanitary Sewer Connection: | \$ 4,060.00/REC x 9 = \$36,540.00 |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees shall be calculated and payable at the time of Building Permit issuance for each building.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

- 2.25% of the first \$250,000 of construction costs
- 1.75% of the next \$250,000 of construction costs, and

1.25% of construction costs which exceed \$500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this Development.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property. As used in this paragraph, phase shall mean the construction of a separate building on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as

required on Approved Plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The Development is comprised of internal private roadways. Developer shall be responsible for all damage to CTH Y (Goldendale Road) which was caused by vehicles and equipment entering and leaving the Development during construction.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement relating to the public sanitary sewer and public water improvements as itemized in Exhibit A attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and approval by the Village Public Works Committee of some but not all of the public improvements constructed as part of this Agreement, reduce the letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the letter of credit be reduced below the aggregate total estimated cost of the public improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and acceptance of the work by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one-year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all public

improvement obligations under this Agreement. The letter of credit shall be from a local lending institution in the form of an irrevocable standby letter of credit and auto renewable for terms of one year each.

6.03 LIABILITY NOT RELEASED. All Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In addition to exercising its rights under Article VI, in the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree) or, if the breach cannot reasonably be corrected using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be corrected using commercially reasonable and diligent efforts, such 30-day remedy period shall be extended for the period reasonably necessary to correct if (and for such period as) (i) the Party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the Party continues to use all commercially reasonable and diligent efforts to correct after such 30-day period; and (iii) such efforts are adequate to ensure a correction (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee, or cause its contractor to guaranty in a form reasonably acceptable to the Village, all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained

against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines or penalties, as and when

reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
 - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village. The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this ____ day of _____, 2019 which shall be the effective date of this Agreement.

DEVELOPER:

GOLDENDALE ROAD GERMANTOWN, LLC

By: GERMANTOWN PARTNERS LLC, Agent

By: _____
Samuel D Dickman, Agent

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, Samuel D Dickman, Agent of Goldendale Road Germantown, LLC, to me known to be the

person who executed the foregoing instrument and to me known to be such Agent of said limited liability company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

VILLAGE OF GERMANTOWN

By: _____

Dean Wolter, Village President

Attest By: _____

Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)

EXHIBIT "A"**GOLDENDALE ROAD GERMANTOWN, LLC**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$0.00
Site & Street Grading	1.03 & 1.11	\$0.00
Gravel Base and Asphalt Pavement	1.03	\$0.00
Asphalt Surface Coarse	1.03	\$0.00
Curb & Gutter	1.04	\$0.00
Sidewalks / Walk Paths	1.05	\$0.00
Sanitary Sewer System	1.06	\$160,000.00
Water System	1.07	\$380,000.00
Other Sewer & Water Facilities	1.08	\$0.00
Underground Utilities	1.09	\$0.00
Street Lights	1.1	\$0.00
Street Signs (stop signs at both driveways)	1.08	\$500.00
Erosion Control	1.11 & 2.04	\$0.00
Storm Water System, Pond & Drainage	1.12	\$0.00
Permanent Barricades	1.13	\$0.00
SUB-TOTAL		\$540,500.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: (\$540,500.00)	4.03	\$10,506.25 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$28,800.00 *
SUB-TOTAL		\$40,306.25 *
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (9 REC @ \$4,060 / REC)	4.02	\$36,540.00 **
Water (9 REC @ \$832 / REC)	4.02	\$7,488.00 **
Fire (\$0.63549/\$1000 building cost)	4.02	\$5,941.83 **
Police (\$0.2809/\$1000 building cost)	4.02	\$2,626.42 **
(estimated building cost: \$9,350,000.00)		
SUB-TOTAL		\$52,596.25 **
TOTAL (Letter of Credit Amount)		\$540,500.00
* Amount to be Paid at Time of Signing of Development Agreement		\$40,306.25
** Amount to be Paid at Time of Building Permit Issuance		\$52,596.25

EXHIBIT “B” (labor & equipment rates)

VILLAGE OF GERMANTOWN

NOTE: 2019 rates reflect a 2.5% increase to the 2018 wages.

EQUIPMENT RATES -- 2019

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2017	2018	2019
Cruz-Air	\$64.07	\$65.99	\$67.97
Case Backhoe & Loader	\$37.82	\$38.95	\$40.12
Michigan Loader	\$48.33	\$49.78	\$51.27
Case/John Deer Loader/Snow Plow	\$81.95	\$84.41	\$86.94
Case/John Deer Loader/Snow Blower	\$111.36	\$114.70	\$118.14
Single Axle Dump Truck (5yd)	\$34.67	\$35.71	\$36.78
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$55.68	\$57.35	\$59.07
Tandem Axle Dump Truck	\$46.23	\$47.62	\$49.05
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$68.29	\$70.34	\$72.45
Quad Axle Dump Truck		\$85.00	\$87.55
1-Ton Patrol Truck (2-3 yd)	\$26.27	\$27.06	\$27.87
1-Ton Truck w/Plow	\$32.57	\$33.55	\$34.55
Truck w/Water Jetter w/Aux. Power Unit	\$52.53	\$54.11	\$55.73
Aerial Lift Truck	\$65.14	\$67.09	\$69.11
3500- Truck w/ Utility Box & Crane			\$65.00
Pickup Truck	\$20.49	\$21.10	\$21.74
Pickup Truck w/Plow	\$29.42	\$30.30	\$31.21
Self Propelled Vibrating Roller	\$39.92	\$41.12	\$42.35
Self Propelled Non-Vibratory Roller	\$36.77	\$37.87	\$39.01
185 cfm Air Compressor (Portable)	\$29.42	\$30.30	\$31.21
Street Sweeper 40 Hp w/Front Mounted Broom	\$38.87	\$40.04	\$41.24
Vacuum Sweeper	\$86.15	\$88.73	\$91.40
Vac All	\$90.35	\$93.06	\$95.85
Sewer line Televising Truck	\$121.87	\$125.53	\$129.29
Combination Sewer Machine (pipe jetter & vac)	\$147.08	\$151.49	\$156.04
Mini Excavator	\$51.50	\$53.05	\$54.64
Skid Steer Loader w/Bucket	\$33.62	\$34.63	\$35.67
Skid Steer Loader w/Snow Blower/Broom	\$36.77	\$37.87	\$39.01
20" Enclosed Trailer			\$15.00
REX Valve Turner			\$83.00
10' Utility Trailer			\$12.00
Tar Kettle	\$35.72	\$36.79	\$37.90
Motorized Mower (24" & Under)	\$13.93	\$14.35	\$14.78
Motorized Mower (25"-47")	\$19.44	\$20.02	\$20.62
Motorized Mower (48" & larger)	\$22.59	\$23.27	\$23.97
Tractor w/Sickle or Flail Mower	\$48.33	\$49.78	\$51.27

Chain Saw	\$12.88	\$13.27	\$13.66
Hydraulic Saw	\$12.88	\$13.27	\$13.66
Hydraulic Pruner	\$12.88	\$13.27	\$13.66
Chipper	\$42.02	\$43.28	\$44.58
Generator (225 Kw)	\$59.88	\$61.68	\$63.53
Generator (Under 10 Kw)	\$26.27	\$27.06	\$27.87
Trailer Mounted Vacuum Excavator & Valve Turner	\$88.25	\$90.90	\$93.62
6 " Pump/Hose	\$32.57	\$33.55	\$34.55
4" Pump/Hose	\$27.32	\$28.14	\$28.98
3" Pump/Hose	\$22.59	\$23.27	\$23.97
Barricades-----DAILY COST	\$3.15	\$3.24	\$3.34
Traffic Control Signs-----DAILY COST	\$1.58	\$1.63	\$1.68
NOTE: 2019 rates reflect a 3% increase of 2018 rates			

EXHIBIT “C” (CSM)

CERTIFIED SURVEY MAP NO. _____

RECEIVED
SEP 12 2019
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

- - INDICATES 1" IRON PIPE SET
- ⊙ - INDICATES ¾" IRON ROD FOUND

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

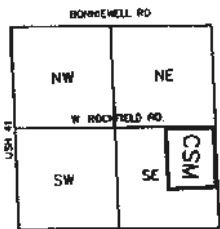
ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE ¼ OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

NE CORNER OF THE SE ¼ OF SECTION 7 T9N, R20E
CONCRETE MONUMENT
W/ BRASS CAP FOUND
N 483,729.94
E 2,489,471.00

NW CORNER OF THE SE ¼ OF SECTION 7 T9N, R20E
CONCRETE MONUMENT W/
BRASS CAP FOUND
N 483,750.39
E 2,486,829.66

NOTES:
1 THE ACCESS RESTRICTION TO GOLDENDALE RD. (C.T.H. "Y") AS SHOWN ON CSM NO. 5959 IS REMOVED BY THIS CSM.
ACCESS TO C.T.H. "Y" ALLOWED PER WASHINGTON COUNTY ACCESS PERMIT ONLY.

2. SETBACKS ARE BASED ON THE M-1 ZONING REQUIREMENTS AS OF 08-30-19.



LOCATION MAP
SEC. 7-9-20
1" = 2000'

CJ engineering
civil design and consulting
9206 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

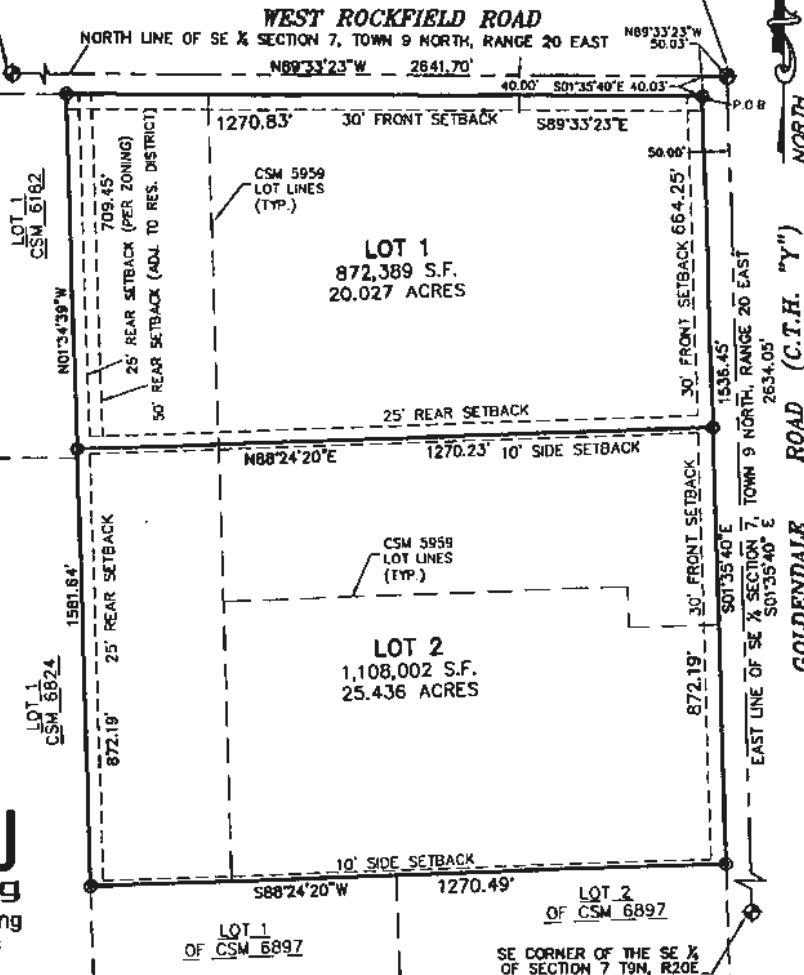


PREPARED FOR:
GGWW, LLC
C/O GERMANTOWN PARTNERS, LLC
626 E WISCONSIN AVE.
MILWAUKEE, WI 53202
(414) 271-6100

GRAPHIC SCALE



1 INCH = 300 FT.



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 7, THENCE N 89°33'23" W 50.03 FEET ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$ SECTION; THENCE S 01°35'40" E 40.03 FEET TO THE SOUTH R.O.W. LINE OF WEST ROCKFIELD ROAD, THE WEST R.O.W. LINE OF GOLDENDALE ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 01°35'40" E ALONG SAID WEST R.O.W. LINE OF GOLDENDALE 1536.45 FEET; THENCE S 88°24'20" W 1270.49 FEET; THENCE N 01°34'39" W 1581.64 FEET TO THE SOUTH R.O.W. LINE OF ROCKFIELD ROAD; THENCE S 89°33'23" E ALONG SAID SOUTH R.O.W. LINE, 1270.83 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,983,391 SQUARE FEET OR 45.532 ACRES

THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GGWW, LLC., OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF GERMANTOWN IN SURVEYING, MAPPING AND COMBINING THE SAME.

DATED THIS 11th DAY OF SEPTEMBER 2019


CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN



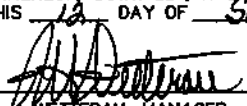
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

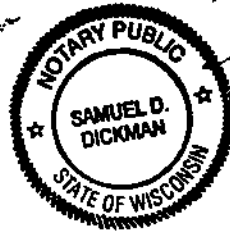
GGWW LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GGWW LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM H WETTERAU, MANAGER, THIS 12 DAY OF SEPT, 2019


WILLIAM H WETTERAU, MANAGER

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS 12 DAY OF SEPT, 2019, WILLIAM H WETTERAU, TO ME KNOWN TO BE THE MANAGER OF GGWW, LLC, AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.




NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 12/31, 2019



CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOTS 2, 3 AND 4 OF CERTIFIED SURVEY MAP No. 5959, IN THE NORTHEAST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____, 20__.

DEAN WOLTER, CHAIRMAN

DATE

LAURA A. JOHNSON, SECRETARY

DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION, AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____, 20__.

DEAN WOLTER, VILLAGE PRESIDENT

DATE

DEANNA BRAUNSCHWEIG, WCMC/CMC, VILLAGE CLERK

DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, DEAN WOLTER AND DEANNA BRAUNSCHWEIG, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD, AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__

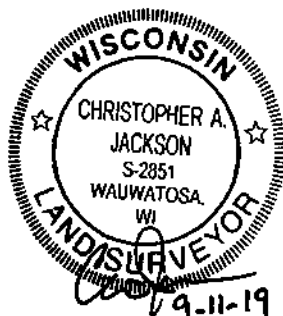


EXHIBIT “D”
Approved Plans and Specifications

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a public hearing will be held by the Village of Germantown Plan Commission and Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following dates and times noted below (or soon thereafter):

PLAN COMMISSION: Monday, November 11, 2019 at 6:30 p.m.

VILLAGE BOARD: Monday, November 18, 2019 at 7:00 p.m.

The purpose of said hearings is to hear any and all parties, their attorneys or agents, for or against the application(s) filed to: (1) create a Planned Development District (PDD) Zoning District for the property described below with an underlying B-1: Neighborhood Business Zoning District; and (2) Rezone the property described below from the B-1: Neighborhood Business Zoning District to the newly created PDD Zoning District:

Applicant: Tom Howald for Aldi Inc., Agent for Germantown BB LLC, Property Owner

Property: N96 W18838 County Line Road (Tax Key: GTNV 324-968)

Parcel 1 of CSM No. 5589 being part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Containing 7.25 acres.

A copy of the application and a map showing the property described above are on file and available for inspection at the Community Development Department-Planning & Zoning Services office at the Germantown Village Hall during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, or, on the Village's website by following this link:

<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk

Dated this 17th day of October 2019

To Be Published On: October 23rd and October 30th, 2019

VILLAGE OF GERMANTOWN
Public Hearing November 18, 2019
2020 PROPOSED BUDGET SUMMARY GENERAL FUND
(as Required by Section 65.90(3))

RESIDENTS AND TAXPAYERS OF THE VILLAGE OF GERMANTOWN PLEASE NOTE that a public hearing on the proposed 2020 budget will be held at 7:00 p.m. on November 18, 2019 at the Germantown Village Hall, N112 W17001, Mequon Rd, Germantown WI, 53022. This is a proposed budget, the final levy amount may increase or decrease depending on the majority vote of the board members at the meeting.

The Village of Germantown's detail 2020 budget proposal is available for public inspection at the Germantown Village Finance Office, 8:00 a.m - 4:30 p.m. Monday - Friday, and online at the Village's website - www.village.germantown.wi.us

	2019 Budget as Amended	2019 Estimated Year End	2020 Proposed	Percent Change Increase (Decrease) over prior budget
Revenues:				
Taxes (other than property taxes)	904,615	930,040	925,975	
Intergovernmental revenues	2,528,960	2,544,402	2,730,636	
Licenses and permits	855,225	907,439	906,460	
Fines, forfeits and penalties	180,500	179,012	180,500	
Public charges for services	1,952,999	1,944,898	2,079,713	
Miscellaneous	136,300	457,480	291,342	
Total Revenues	6,558,599	6,963,271	7,114,626	8.48%
Expenditures:				
General government	1,215,034	1,274,856	1,226,003	
Public safety	8,021,570	7,999,059	8,345,446	
Public works	4,511,894	4,511,894	4,297,917	
Culture, recreation and education	2,924,744	2,958,378	3,006,884	
Conservation and development	528,003	356,279	313,521	
Transfers Out	0	0	0	
Total Expenditures	17,201,245	17,100,466	17,189,771	-0.07%
Excess (deficiency) of revenues over expenditures	(10,642,646)	(10,137,195)	(10,075,145)	
Local property taxes	9,631,858	9,631,858	10,075,145	4.60%
Net increase (decrease) in fund balance	(1,010,788)	(505,337)	0	
Fund Balance - Beginning of Year	7,493,117	7,493,117	6,987,780	
FUND BALANCE - END OF YEAR	6,482,329	6,987,780	6,987,780	

Proposed Tax Levy	2019	2020	% Levy Change	\$ Amount
By Fund	Budget	Budget		Difference
GENERAL FUND	9,631,858	10,075,145	4.60%	443,287
DEBT SERVICE	2,767,135	2,886,875	4.33%	119,740
TOTAL LEVY	12,398,993	12,962,020	4.54%	563,027

VILLAGE OF GERMANTOWN
2020 PROPOSED BUDGET SUMMARY ALL FUNDS
(as Required by Section 65.90(3))

Following are the proposed budgets for all funds of the Village for Budget Year 2020, Tax Bill 2019

Fund	Total Revenue	Total Expenditure	Excess/Deficit	Projected Balance Jan 1	Projected Balance Dec 31	Property Tax Contribution
General Fund	17,189,771	17,189,771	0	6,987,780	6,987,780	10,075,145
Special Revenue *	54,100	38,696	15,404	405,813	421,217	
Impact Fees (All)	150,486	142,054	8,432	979,243	987,675	
Debt Service	3,652,501	3,711,541	(59,040)	453,096	394,056	2,886,875
Capital Projects	4,524,087	4,490,249	33,838	1,635,375	1,669,213	
T.I.F. District #6	481,225	340,843	140,382	(3,428)	136,954	
T.I.F. District #7	42,049	85,490	(43,441)	43,780	339	
T.I.F. District #8	8,051,791	8,142,533	(90,742)	1,476,661	1,385,919	
Water Utility	2,358,229	3,088,373	(730,144)	1,457,330	727,186	
Sewer Utility	7,389,000	11,226,996	(3,837,996)	7,683,140	3,845,144	
Village Health Plan	1,650,000	1,707,000	(57,000)	1,087,306	1,030,306	
Village Dental Plan	99,550	99,590	(40)	70,000	69,960	
Total	45,642,789	50,263,136	(4,620,347)	22,276,096	17,655,749	12,962,020

NOTE: * Special Revenue Funds: Senior Van Replacement, Canine Fund, Historic Preservation, Library Board Accounts, Recreation Facility Fee Fund, Honor Guard and Police Asset Forfeiture funds are shown as one total.

NOTE: Impact Fees: Police, Fire, Library, Park/Recreation and Water

The Village's outstanding debt on December 31, 2019 is projected to be:

General Obligation Notes & Bonds	\$42,660,000
Utility Revenue Bonds	\$911,329
	\$43,571,329

Impact Fee Budgets					
	2019	2020	Percent	2019	2020
Revenue			Change	Expenditure	Change
Police	10,500	14,200	35.24%	12,000	42,000
Fire	15,350	13,562	-11.65%	30,000	30,000
Library	10,200	20,732	103.25%	20,000	18,000
Recreation	22,000	58,992	168.15%	0	0
Water	52,420	43,000	-17.97%	52,068	52,054
Total	110,470	150,486	36.22%	114,068	142,054

Detailed

2020 Village of Germantown Proposed Budget

2019 Tax bill

		Amended	2019 Estimated	
General Fund	2018 Actual	2019 Budget	Year End	2020 Proposed
Revenue Source				
General Property taxes	9,496,539	9,631,858	9,631,858	10,075,145
Other taxes	1,009,305	904,615	930,040	925,975
Intergovernmental Rev	2,444,491	2,528,960	2,544,402	2,730,636
Licenses & Permits	1,097,158	855,225	907,439	906,460
Fines, Forfeitures & Penalties	162,899	180,500	179,012	180,500
Public Charges for Services	1,853,019	1,952,999	1,944,898	2,079,713
Interest	170,295	106,250	270,852	226,062
Other Revenue	130,566	169,658	186,628	65,280
Total Revenues	<u>16,364,272</u>	<u>16,330,065</u>	<u>16,595,129</u>	<u>17,189,771</u>
Expenditures				
Legislative - Village Board	138,452	133,404	139,863	133,854
Administration	110,440	178,140	177,757	182,154
Village Clerk	281,165	215,377	215,377	331,966
Treasurer & Accounting	194,504	191,909	190,721	197,413
Assessor	195,658	250,353	249,845	102,853
Data Processing	78,210	84,942	86,327	96,383
General Government	74,208	160,909	214,966	181,380
Buildings & Grounds	718,007	598,357	598,357	590,155
Law Enforcement - Police	4,766,846	4,867,718	4,867,591	5,112,451
Fire Protection	1,856,917	2,231,824	2,242,968	2,317,797
Emergency Government	14,896	17,108	17,108	16,969
Community Development - Inspection	235,936	306,563	273,034	308,073
Public Works Adm & Eng	220,439	247,436	247,436	263,626
Highway Department	2,709,279	3,835,637	3,835,637	3,591,438
Recycling	433,893	428,821	428,821	442,854
Library	848,163	915,117	918,601	866,927
Recreation	1,293,169	1,317,675	1,348,765	1,407,543
Parks	482,733	565,763	565,703	605,431
Senior Center	123,112	126,189	125,309	126,983
Community Develop - Planing & Zonin	156,510	338,052	292,737	282,021
Municipal Development	44,389	189,951	63,542	31,500
Transfers Out	66,243	0	0	0
Total Expenditure	<u>15,043,169</u>	<u>17,201,245</u>	<u>17,100,465</u>	<u>17,189,771</u>
Excess of Revenue over Expenditure	<u>1,321,103</u>	<u>(871,180)</u>	<u>(505,336)</u>	<u>0</u>
Fund Balance - January 1	6,172,014	7,493,117	7,493,117	6,987,781
Fund Balance - December 31	<u>7,493,117</u>	<u>6,621,937</u>	<u>6,987,781</u>	<u>6,987,781</u>
Property Tax Support General Fund				10,075,145
Property Tax Support Debt Service				<u>2,886,875</u>
				12,962,020

2020 Village of Germantown Proposed Budget

Summary of Special Revenue

SPECIAL REVENUE FUNDS	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Revenue				
Total Revenue	106,382	63,116	103,910	54,100
Expenditures				
Total Expense	(108,339)	(98,100)	(52,117)	(38,696)
Excess of Revenue over Expenditure	(1,957)	(34,984)	51,793	15,404
Fund Balance - January 1	355,977	354,020	354,020	405,813
Fund Balance - December 31	354,020	319,036	405,813	421,217

Detail Special Revenue

Recreation Facility Fund (16)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	54,145	45,200	37,492	33,000
Total Expense	(77,165)	(43,000)	(39,350)	(16,000)
Excess of Revenue over Expenditure	(23,020)	2,200	(1,858)	17,000
Fund Balance - January 1	115,294	92,274	92,274	90,416
Fund Balance - December 31	92,274	94,474	90,416	107,416

Canine Fund (18)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	28,576	10,200	56,660	12,900
Total Expense	(5,992)	(47,000)	(5,783)	(5,000)
Excess of Revenue over Expenditure	22,584	(36,800)	50,877	7,900
Fund Balance - January 1	72,429	95,013	95,013	145,890
Fund Balance - December 31	95,013	58,213	145,890	153,790

Library Fund (83)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	5,615	2,000	2,018	1,700
Total Expense	(4,418)	(1,000)	(1,405)	(1,000)
Excess of Revenue over Expenditure	1,197	1,000	613	700
Fund Balance - January 1	115,892	117,089	117,089	117,702
Fund Balance - December 31	117,089	118,089	117,702	118,402

Honor Guard (15)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	814	1,020	1,203	900
Total Expense	(1,222)	(3,000)	(1,560)	(2,000)
Excess of Revenue over Expenditure	(408)	(1,980)	(357)	(1,100)
Fund Balance - January 1	8,725	8,317	8,317	7,960
Fund Balance - December 31	8,317	6,337	7,960	6,860

SPECIAL REVENUE

Historic Preservation (17)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	86	8	13	0
Total Expense	(677)	(100)	(19)	0
Excess of Revenue over Expenditure	(591)	(92)	(6)	0
Fund Balance - January 1	1,005	414	414	408
Fund Balance - December 31	414	322	408	408

Asset Forfeiture (19)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	3,302	1,038	2,255	1,300
Total Expense	(1,865)	(4,000)	(4,000)	(14,696)
Excess of Revenue over Expenditure	1,437	(2,962)	(1,745)	(13,396)
Fund Balance - January 1	13,704	15,141	15,141	13,396
Fund Balance - December 31	15,141	12,179	13,396	0

Senior Van Replacement Fund (28)	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Total Revenue	13,844	3,650	4,269	4,300
Total Expense	(17,000)	0	0	0
Excess of Revenue over Expenditure	(3,156)	3,650	4,269	4,300
Fund Balance - January 1	28,928	25,772	25,772	30,041
Fund Balance - December 31	25,772	29,422	30,041	34,341

2020 Village of Germantown Proposed Budget

Police Impact Fee (21)	2019 Estimated			
	2018 Actual	2019 Budget	Year End	2020 Proposed
Total Revenue	28,871	10,500	24,397	14,200
Total Expense	0	(12,000)	(12,000)	(42,000)
Excess of Revenue over Expenditur	28,871	(1,500)	12,397	(27,800)
Fund Balance - January 1	104,969	133,840	133,840	146,237
Fund Balance - December 31	133,840	132,340	146,237	118,437

Library Impact Fee (23)	2019 Estimated			
	2018 Actual	2019 Budget	Year End	2020 Proposed
Total Revenue	16,510	10,200	30,502	20,732
Total Expense	(30,000)	(20,000)	(20,000)	(18,000)
Excess of Revenue over Expenditur	(13,490)	(9,800)	10,502	2,732
Fund Balance - January 1	52,535	39,045	39,045	49,547
Fund Balance - December 31	39,045	29,245	49,547	52,279

Water Impact	2019 Estimated			
	2018 Actual	2019 Budget	Year End	2020 Proposed
Total Revenue	68,949	52,420	98,963	43,000
Total Expense	(52,082)	(52,068)	(52,068)	(52,054)
Excess of Revenue over Expenditur	16,868	352	46,895	(9,054)
Fund Balance - January 1	257,607	274,475	274,475	321,370
Fund Balance - December 31	274,475	274,827	321,370	312,316

IMPACT FEES

Fire Impact Fee (22)	2019 Estimated			
	2018 Actual	2019 Budget	Year End	2020 Proposed
Total Revenue	53,166	15,350	33,876	13,562
Total Expense	(30,000)	(30,000)	(30,000)	(30,000)
Excess of Revenue over Expenditur	23,166	(14,650)	3,876	(16,438)
Fund Balance - January 1	71,665	94,831	94,831	98,707
Fund Balance - December 31	94,831	80,181	98,707	82,269

Park & Recreation Impact Fund (24)	2019 Estimated			
	2018 Actual	2019 Budget	Year End	2020 Proposed
Total Revenue	45,663	22,000	81,617	58,992
Total Expense	0	0	0	0
Excess of Revenue over Expenditur	45,663	22,000	81,617	58,992
Fund Balance - January 1	236,102	281,765	281,765	363,382
Fund Balance - December 31	281,765	303,765	363,382	422,374

2020 Village of Germantown Proposed Budget

Capital Projects Funds

	2019 Estimated		2020	
Capital Projects (40)	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
General Property Tax	0	0	0	0
Special Assessment	0	0	0	0
Intergovernmental	46,587	26,587	26,587	26,587
Property Sales	20,804	0	9,612	0
Miscellaneous	55,000	0	0	112,500
Transfers from Other Funds	17,000	0	0	200,000
Long Term Debt + Premium	2,996,955	3,115,000	3,272,210	4,105,000
Interest	72,580	45,000	96,150	80,000
Total Revenue	3,208,926	3,186,587	3,404,559	4,524,087
Expenditures				
Debt Issuance	65,437	55,000	67,419	65,000
General Equipment	32,384	50,000	50,115	0
Building & Grounds	102,323	84,572	84,572	435,000
Police Department	105,235	138,240	99,435	55,249
Fire Department	5,176	194,824	194,619	300,000
DPW Administration & Engineering	97,270	523,063	513,063	1,025,000
Highway	1,685,105	3,154,716	3,154,716	1,780,000
Senior Center/Library	47,760	0	26,876	0
Recreation	138,829	980,693	404,185	650,000
Parks	41,396	0	0	180,000
Transfer to General Fund	0	0	0	0
Transfer to Debt Service	147,934	0	208,591	0
Total Expense	2,468,849	5,181,108	4,803,591	4,490,249
Excess of Revenue over Expenditure	740,077	(1,994,521)	(1,399,032)	33,838
Fund Balance - January 1	2,294,330	3,034,407	3,034,407	1,635,375
Fund Balance - December 31	3,034,407	1,039,886	1,635,375	1,669,213

	2019 Estimated		2020	
T.T.F. District #7 (47)	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
Taxes	0	0	0	41,949
Intergovernmental	0	0	0	0
Transfers from Other Funds	0	0	0	0
Long Term Debt	2,507,905	0	0	0
Interest	28,234	1,200	9,330	100
Total Revenue	2,536,139	1,200	9,330	42,049
Expenditures				
General Administration	95,695	31,477	39,342	9,740
Street Improvement	0	0	0	0
Water Mains & Improvements	33,557	0	2,900	0
Sanitary Sewer Mains & Improvements	766,047	0	1,449,200	0
Storm Drainage/ Wetland	0	0	0	0
Incentive Rebates	0	0	0	0
Debt Expense	0	0	0	0
Transfer to Debt Service Principal	0	0	0	0
Transfer to Debt Service Interest	17,885	37,875	75,750	75,750
Total Expense	913,184	69,352	1,567,192	85,490
Excess of Revenue over Expenditure	1,622,955	(68,152)	(1,557,862)	(43,441)
Fund Balance - January 1	(21,313)	1,601,642	1,601,642	43,780
Fund Balance - December 31	1,601,642	1,533,490	43,780	339

CAPITAL PROJECTS FUNDS

	2019 Estimated		2020	
T.T.F. District #6 (46)	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
Taxes	3,502	76,096	76,096	381,000
Land / Material Sales	0	0	0	0
Transfers from Other Funds	0	100,000	0	100,000
Miscellaneous Revenue	156,856	30,122	166,533	125
Interest/Premium on issuance	719	1,000	503	100
Total Revenue	161,077	207,218	243,132	481,225
Expenditures				
General Administration/ Land Acquis	41,665	1,847	13,223	8,380
Land Bank Drawdown/expense	0	0	0	0
Site Grading	0	0	0	0
Street Improvement	37,190	0	0	0
Storm Drainage	0	0	0	0
Water Improvements	1,119	40,000	25,000	0
Sewer Improvements	0	35,000	25,000	0
Wetland Mitigation	0	0	0	0
Incentive Rebates	0	0	0	0
Transfer to Debt Service Principal	0	0	0	150,000
Transfer to Debt Service Interest	184,713	184,713	184,713	182,463
Total Expense	264,687	261,560	247,936	340,843
Excess of Revenue over Expenditure	(103,610)	(54,342)	(4,804)	140,382
Fund Balance - January 1	104,986	1,376	1,376	(3,428)
Fund Balance - December 31	1,376	(52,966)	(3,428)	136,954

	2019 Estimated		2020	
T.T.F. District #8 (48)	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
Taxes	0	0	0	236,791
Intergovernmental	0	0	0	0
Miscellaneous Revenue	37,873	0	0	0
Transfers from Other Funds	0	0	0	0
Long Term Debt	0	0	8,656,308	7,800,000
Interest	0	4,530	71,692	15,000
Total Revenue	37,873	4,530	8,728,000	8,051,791
Expenditures				
General Administration	65,438	52,341	584,164	176,070
Street Improvement	1,469,455	0	1,901	2,440,000
Water Mains & Improvements	403,428	389,000	1,091,955	3,299,300
Sanitary Sewer Mains & Improvements	347,483	389,000	3,182,626	1,935,150
Storm Drainage/ Wetland	0	0	0	0
Incentive Rebates	0	0	0	0
Debt Expense	0	0	0	0
Transfer to Debt Service Principal	0	0	0	0
Transfer to Debt Service Interest	0	253,073	142,762	292,013
Total Expense	2,285,804	1,083,414	5,003,408	8,142,533
Excess of Revenue over Expenditure	(2,247,931)	(1,078,884)	3,724,592	(90,742)
Fund Balance - January 1	0	(2,247,931)	(2,247,931)	1,476,661
Fund Balance - December 31	(2,247,931)	(3,326,815)	1,476,661	1,385,919

2020 Village of Germantown Proposed Budget UTILITIES

Utilities

			2019 Estimated	2020
Water Utility - Operating	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
Public Charges for Services	2,317,394	2,269,249	2,194,917	2,253,429
Operating & Miscellaneous	106,250	27,500	25,859	20,500
Interest	27,565	30,300	90,969	84,300
Total Revenue	2,451,208	2,327,049	2,311,745	2,358,229
Expenditures				
Source of Supply Operation	69,856	50,026	50,026	69,700
Source of Supply Maintenance	50,306	67,381	62,381	65,560
Pumping Expense - Operation	299,434	306,491	306,965	313,900
Pumping Expense - Maintenance	218,575	70,000	70,000	290,000
Water Treatment - Operation	47,861	89,000	89,000	87,500
Water Treatment - Maintenance	45,999	51,471	51,471	59,100
Trans & Distribution Expense - Oper	94,443	92,464	92,464	101,986
Trans & Distribution Expense - Maint	237,811	702,399	187,523	203,180
Customer Accounts Expense	196,365	216,156	215,833	225,751
Administrative & General Exp	288,171	350,500	350,500	359,614
Property Tax Equivalent	571,026	570,000	570,000	570,000
Miscellaneous	2,301	2,900	2,900	2,500
Depreciation*	870,266	881,000	881,000	901,000
Int on Long Term Debt-	38,155	35,008	35,008	31,214
Total Expense	2,160,303	2,603,796	2,084,071	2,380,005
Excess of Revenue over Expenditure	290,905	(276,747)	227,674	(21,776)
Fund Balance - January 1	2,517,031	1,678,001	1,678,001	1,457,330
Debt Service Principal	98,345	98,345	98,345	104,368
Capital Outlay	1,031,590	632,000	350,000	604,000
Fund Balance - December 31 **	1,678,001	670,909	1,457,330	727,186

			2019 Estimated	2020
Wastewater Utility - Operating	2018 Actual	2019 Budget	Year End	Proposed
Revenue Source				
Public Charges for Services	6,602,010	6,998,000	6,883,412	7,113,000
Operating Revenues	494,431	170,550	211,751	171,000
Contribution Aid of Construction-Cash	0	0	0	0
Interest	109,960	55,500	188,791	105,000
Total Revenue	7,206,401	7,224,050	7,283,954	7,389,000
Expenditures				
MMSD Sewer User Fee	1,673,547	1,700,000	1,973,262	2,000,000
MMSD Capital Charge	3,089,231	2,970,761	2,949,605	2,800,000
Operation	258,028	235,952	247,952	250,119
Maintenance	233,399	307,427	307,427	302,532
Customer Account	39,836	50,779	44,540	55,329
Administrative & General Exp	406,442	618,501	598,900	636,053
Total Expense	5,700,483	5,883,420	6,121,686	6,044,033
Excess of Revenue over Expenditure	1,505,918	1,340,630	1,162,268	1,344,967
Fund Balance - January 1	6,644,202	7,820,872	7,820,872	7,683,140
Capital Outlay	329,248	862,900	1,300,000	5,182,963
Fund Balance - December 31 **	7,820,872	8,298,602	7,683,140	3,845,144

2020 Village of Germantown Proposed Budget

INTERNAL SERVICE FUNDS

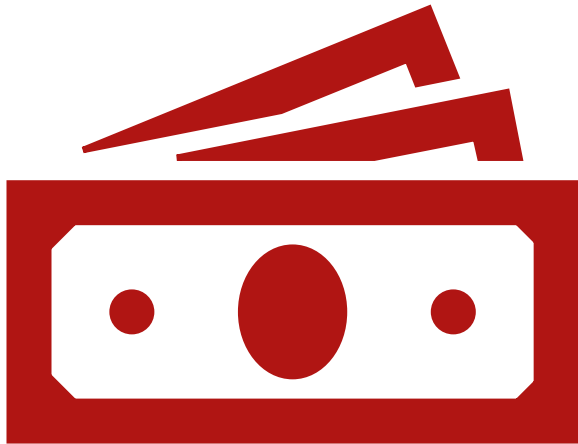
HEALTH INSURANCE	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Revenue Source				
Premiums	1,367,617	1,364,000	1,364,781	1,425,000
Employee Contributions	181,450	190,000	187,344	190,000
Interest	13,029	10,000	32,060	35,000
Total Revenue	1,562,096	1,564,000	1,584,185	1,650,000
Expenditures				
Administrative Exp/Stop Loss	382,593	415,000	493,049	500,000
HS A Contribution	82,500	81,000	88,854	90,000
HPS - AFI Fee	31,916	21,000	15,862	17,000
Health Claims	1,202,860	1,075,000	1,243,379	1,100,000
Total Expense	1,699,869	1,592,000	1,841,144	1,707,000
Excess of Revenue over Expenditure	(137,773)	(28,000)	(256,959)	(57,000)
Fund Balance - January 1	1,482,038	1,344,265	1,344,265	1,087,306
Fund Balance - December 31	1,344,265	1,316,265	1,087,306	1,030,306

DENTAL INSURANCE	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Revenue Source				
Premiums	98,892	96,814	99,480	99,000
Interest	304	160	647	550
Total Revenue	99,196	96,974	100,127	99,550
Expenditures				
Administrative Expense	6,735	6,500	7,086	7,090
Dental Claims	81,235	92,500	86,308	92,500
Total Expense	87,970	99,000	93,394	99,590
Excess of Revenue over Expenditure	11,226	(2,026)	6,733	(40)
Fund Balance - January 1	52,041	63,267	63,267	70,000
Fund Balance - December 31	63,267	61,241	70,000	69,960

2020 Village of Germantown Proposed Budget

DEBT SERVICE

Debt Service	2018 Actual	2019 Budget	2019 Estimated Year End	2020 Proposed
Revenue Source				
General Property Tax	2,706,950	2,769,135	2,769,135	2,886,875
Miscellaneous/Interest	7,299	5,400	8,153	5,400
Proceeds Refinancing			0	
Other Financing Sources	1,895,102	1,124,087	3,274,615	760,226
Total Revenue	4,609,351	3,898,622	6,051,903	3,652,501
Expenditures				
Principal Payable	3,910,000	3,420,000	5,150,000	2,740,000
Interest Payable	590,517	693,336	695,944	971,541
Refinancing		0	0	0
Total Expense	4,500,517	4,113,336	5,845,944	3,711,541
Excess of Revenue over Expenditure	108,834	(214,714)	205,959	(59,040)
Fund Balance - January 1	138,303	247,137	247,137	453,096
Fund Balance - December 31	247,137	32,423	453,096	394,056



2020 Proposed Budget

Village of Germantown

Public Hearing November 18, 2019

Germantown Village Hall
N112 W17001 Mequon Road
Germantown WI 53022

7:00 pm Village Board Room

Budget Overview

- Financial Summary
- Tax Levy/Rate
- Revenue Sources
- Expenditures
- Debt
- Special Revenue
- Capital Projects
- Utility
- Employee Insurance

This Presentation provides a summary of the 2020 Village Budget. Presented is the General Operating Fund, Budgets for Debt Service, Special Revenue funds, Capital Accounts, the Water and Wastewater Utilities and the Employee Insurance Funds. The Outcomes are achieved through a cooperative approach which comprises of a team that includes the Village Board, Village Directors and key staff members.

VILLAGE TAX LEVY/RATE 2020 Budget

OPERATIONS & DEBT SERVICE

- ▶ Tax Levy of \$12,962,020
- ▶ Tax Rate of \$4.68 per \$1,000 assessed value
 - ▶ General Fund Levy = \$10,075,145
 - ▶ Debt Service Levy = \$2,886.875
 - ▶ Equalized Value Ratio 2018 = 93.57
 - ▶ Equalized Value Ratio 2019 = 99.85
- ▶ Percentage change in Levy 4.54%
- ▶ Percentage change in Tax Rate (9.06%)
- ▶ 2019 is a Revaluation Year
- ▶ 2019 Net New Construction 2.58% \$242,572 Levy limit increase
- ▶ TID #4 Closure Increment Value as percent of TID – 4.166%
- ▶ Levy increase at 50% of TID percentage 2.083% = \$205,565

VILLAGE OF GERMANTOWN

PROPERTY TAX LEVY 2020 BUDGET

2019 Tax
year

TAX LEVY BY FUND	2019 BUDGET	2020 BUDGET	% CHANGE 2019-2020	
GENERAL FUND	9,631,858	10,075,145	4.60%	443,287
DEBT SERVICE FUND	2,767,135	2,886,875	4.33%	119,740
TOTAL LEVY	12,398,993	12,962,020	4.54%	<u>563,027</u>
VILLAGE TAX RATE	5.14908	4.682330	-9.06%	
ASSESSED VALUE (WITHOUT TIF)	2,408,001,766	2,768,284,111	14.96%	
				0.998532946
Tax Rate Difference		-0.4667		99.85

GENERAL FUND FINANCIAL SUMMARY

	2018 Actual	2019 Budget	2019 Amended Budget	2019 Estimated Year End	2020 Budget
Revenue	16,364,272	16,318,065	16,330,065	16,595,129	17,189,771
Expenditure	15,043,168	16,318,065	17,201,245	17,100,466	17,189,771
Fund Balance	7,493,117	7,493,117	6,621,937	6,987,780	6,987,781
Change in Fund Balance	1,321,104	0	(871,180)	(505,337)	0
Village Tax Levy	9,496,539		9,631,858	9,631,858	10,075,145
Village Tax Rate (per \$1,000 of assessed Value)	\$5.0439	\$5.1491			\$4.698
Note: 2019 is a Revaluation Year					

Major Budgetary Changes

\$63,614 Increase for Election Wages

\$40,465 Part time Clerk Position to Full Time

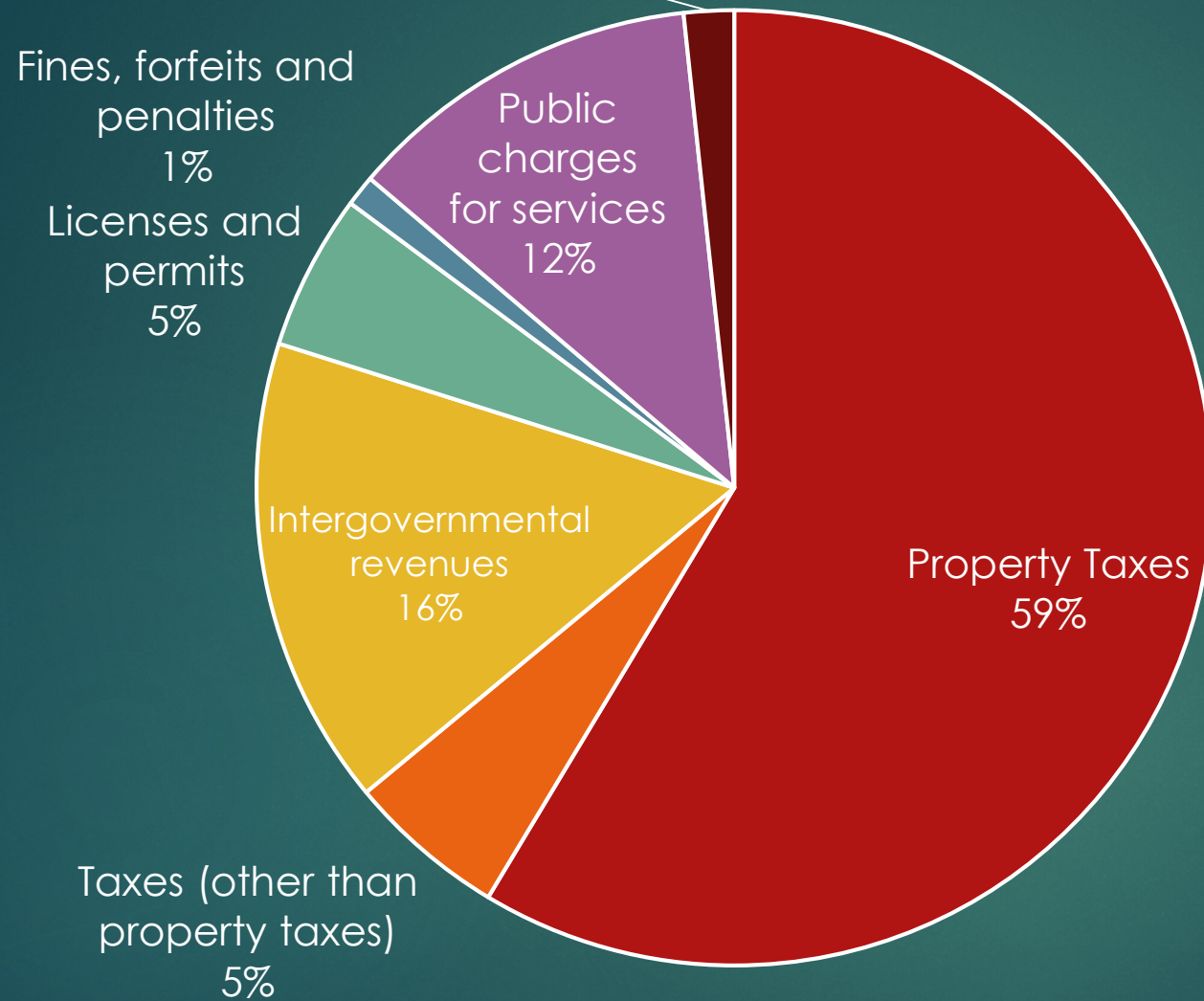
\$70,773 Additional Public Works Position

\$335,000 Operating Capital Outlay - Vehicles & Equipment

\$60,000 Increase for Workers Compensation Insurance - Mod change from 1.02 to 1.38

\$60,000 Increase in Revenue Sources - Recycle Center Fee, Survive Alive Rental Fee

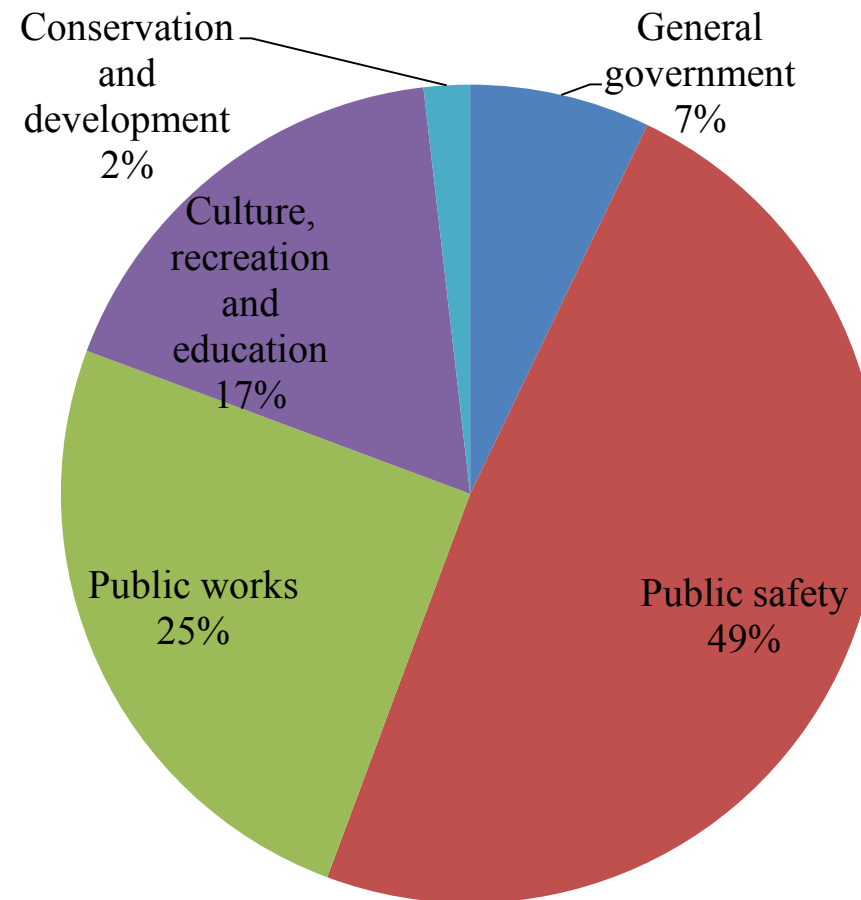
General Fund Revenue



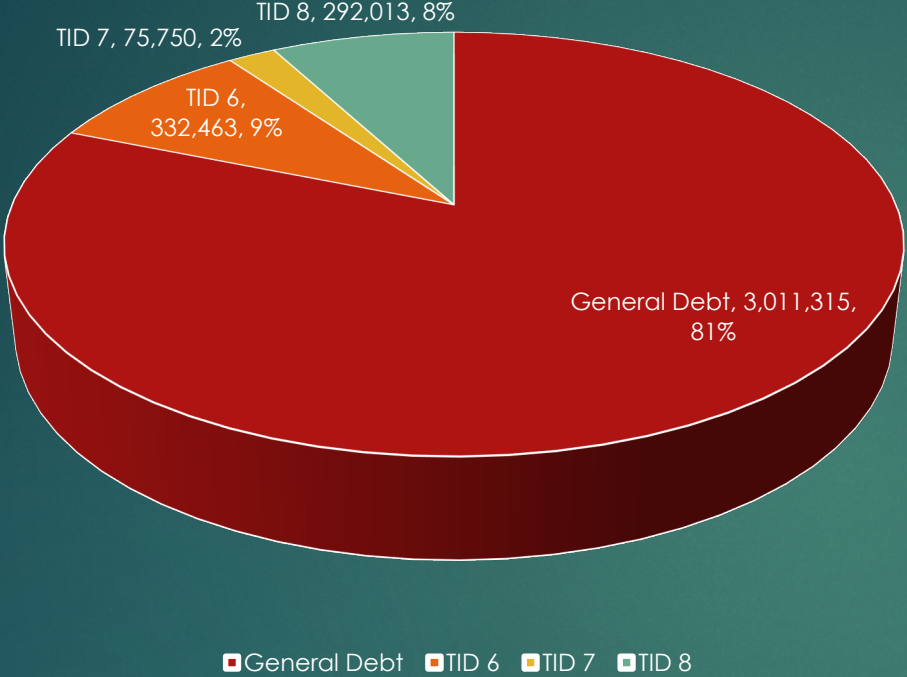
2019						
2018	Projected	Budget	2020			
9,496,539	9,631,858	9,631,858	10,075,145	General Property taxes		
1,009,305	930,040	904,615	925,975	Other taxes		
2,444,491	2,544,402	2,528,960	2,730,636	Intergovernmental Rev		
1,097,158	907,439	855,225	906,460	Licenses & Permits		
162,899	179,012	180,500	180,500	Fines, Forfeitures & Penalties		
1,853,019	1,944,898	1,952,999	2,079,713	Public Charges for Services		
170,295	270,852	106,250	226,062	Interest		
130,566	186,628	169,658	65,280	Other Revenue		
16,364,272	16,595,131	16,330,065	17,189,771			

Expenditure Categories

		2019		
	2018	Projected	Budget	2020
Gen Adm	1,072,637	1,274,856	1,215,034	1,226,003
Public Safety	7,592,602	7,999,059	8,021,570	8,345,446
Public Works	3,363,611	4,511,894	4,511,894	4,297,917
Rec & Education	2,747,177	2,958,378	2,924,744	3,006,884
Conservation & Devel	267,141	356,279	528,003	313,521
	15,043,168	17,100,465	17,201,245	17,189,771

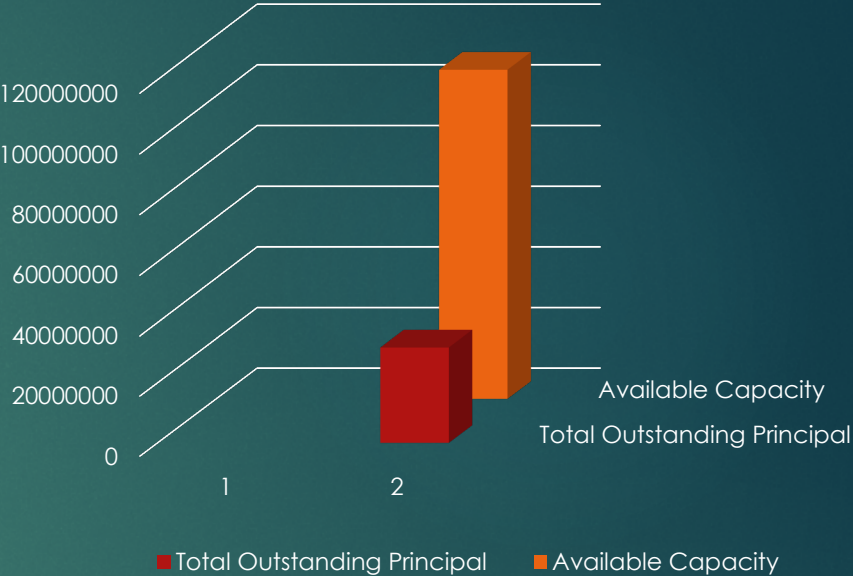


2019 Debt Service Fund



2020 Debt Service Levy \$2,886,875

Chart Title

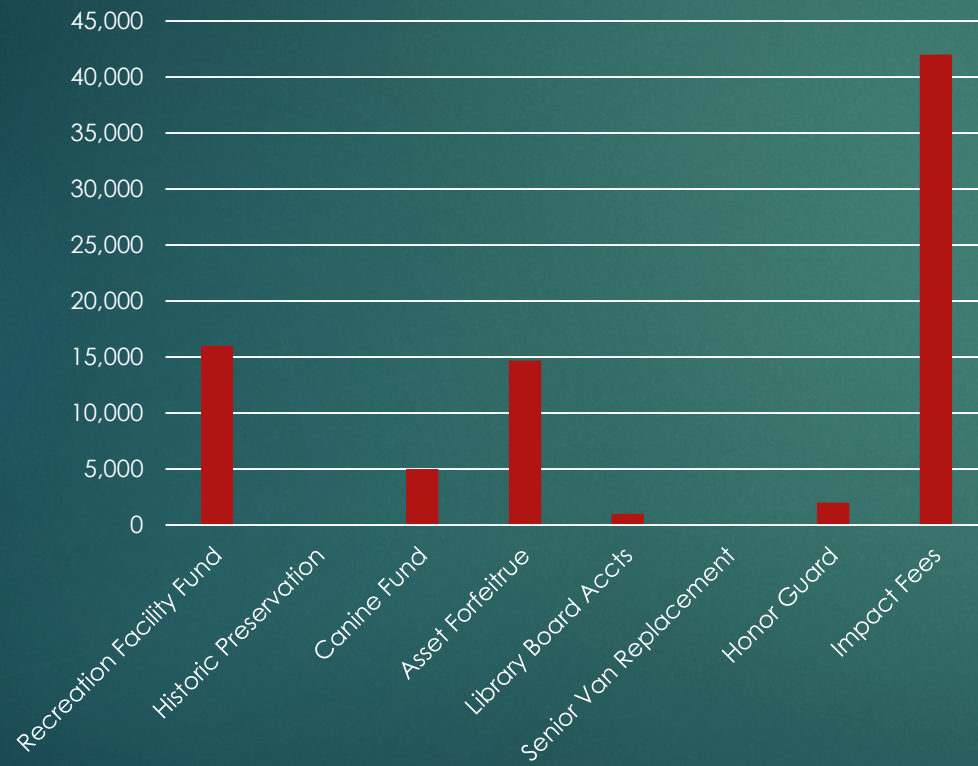


Outstanding Principal \$31,770,000

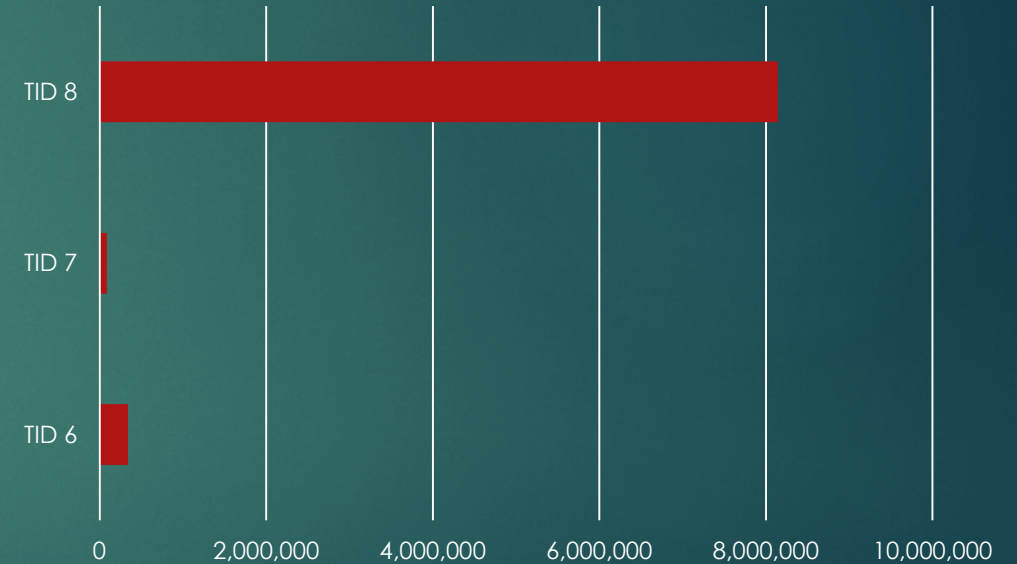
Available Capacity \$108,628,570 or 77.37%

Special Revenue and TIF District Funds

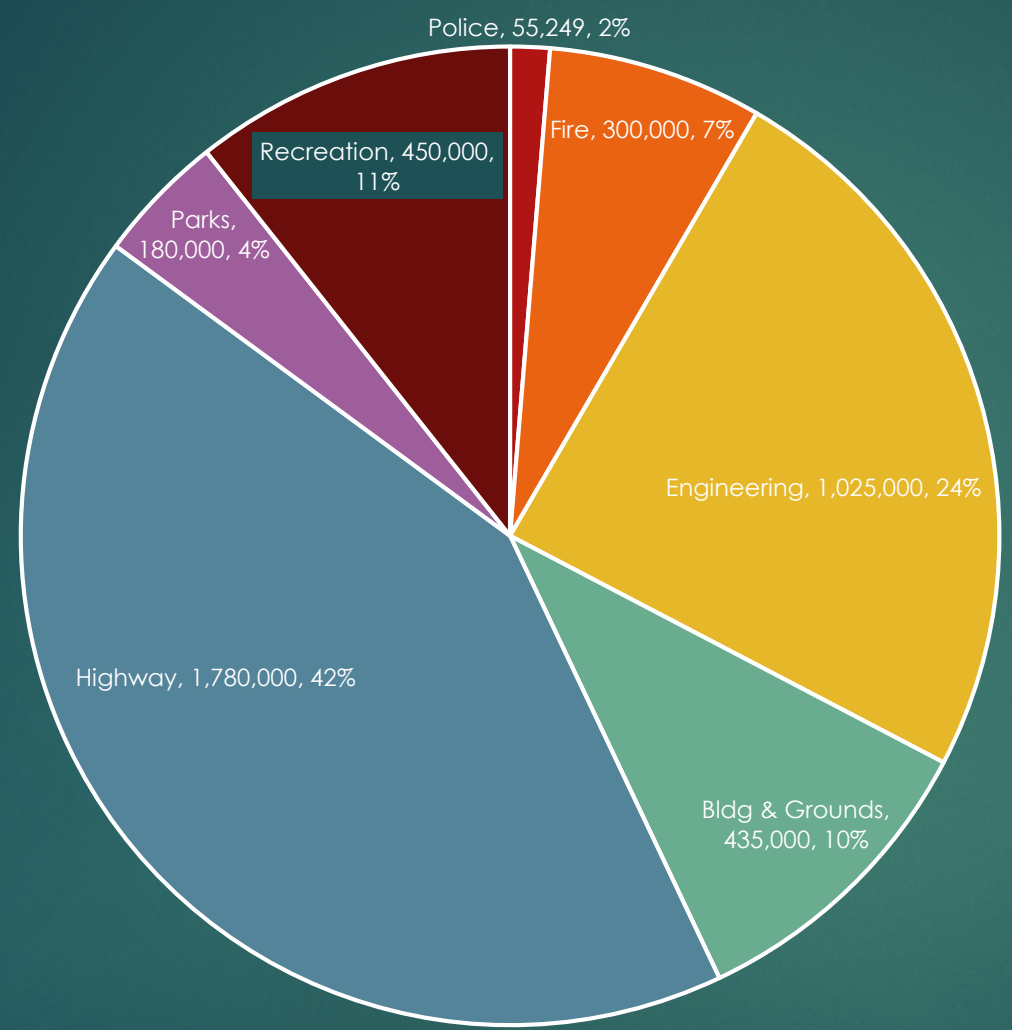
Special Revenue
Funds (\$80,696 Expenditure)



Tax Increment Districts (\$8,568,866
Expenditure)



Capital Projects Fund 40 by Department



Lexipol - Police	55,249
Replace Amb 1756	300,000
Sidewalk Program	10,000
Freistadt/Maple Signalization	115,000
Design Public Works Campus	900,000
Village Hall - Roof	175,000
Kinderberg Park Metal Roof	35,000
Library - Roof Repair/Replacement	225,000
Hwy- Purchase Swr Utility Truck*	10,000
HWY Tandem Axle Patrol Truck	220,000
Asphalt Patcher Hot Box	50,000
Asphalt Paving	1,500,000
Parks - Trackless	180,000
Fireman's Park Shelter Phase 2	650,000
Debt Issuance Cost	65,000
TOTAL	4,490,249

Funding Source \$4,103,000 Debt Issuance, \$200,000 Impact Fees, \$112,500 Library Board Contribution, \$75,249 Capital Reserve

Water Utility & Wastewater Utility Operating

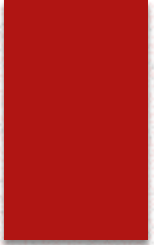
	Water*	Sewer
2019 Revenue Projected	2,311,745	7,206,401
2020 Revenue Budget	2,358,229	7,389,000
	46,484	182,599
2019 Expenditure Projected	2,084,071	6,121,666
2020 Expenditure Budget	2,380,005	6,044,033
	295,934	-77,633
Proposed Capital**	604,000	5,182,963

* Water Utility Rate Increase Pending

** All Capital Projects may not be done in the current year

Internal Service Fund - Health & Dental

	Health	Dental
2019 Revenue Projected	1,584,185	100,127
2020 Revenue Budget	1,650,000	99,550
	65,815	-577
2019 Expenditure Projected	1,841,144	93,394
2020 Expenditure Budget	1,707,000	99,590
	-134,144	6,196
Year End 2020 Reserve Expected	1,030,306	69,690



2020

GENERAL OPERATIONS & DEBT SERVICE PROPOSED BUDGETS

- Village Tax Rate = \$4.68 / \$1,000 of Assessed Value
- Total Tax Levy = \$12,962,020
- General Operations \$10,075,145
- Debt Service \$2,886,875

“Budgets are blueprints and priorities”

RESOLUTION NO. 65-2019

RESOLUTION AWARDING THE SALE OF \$10,890,000
GENERAL OBLIGATION CORPORATE PURPOSE
BONDS, SERIES 2019D; PROVIDING THE FORM OF THE BONDS;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on October 21, 2019, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted two initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds in an aggregate amount not to exceed \$10,890,000 for the purpose of paying the cost of capital improvement projects, to wit: \$7,850,000 to pay for the project costs of the Village's Tax Incremental District No. 8 and \$3,040,000 to pay for the costs of sewerage system improvements (hereinafter collectively referred to as the "Project").

WHEREAS, pursuant to the Initial Resolutions, the Director of Finance (in consultation with the Village's financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation bonds for public sale on November 18, 2019;

WHEREAS, the Village Board hereby finds and determines that the general obligation bond issues heretofore authorized shall be combined, issued and sold as a single issue of general obligation corporate purpose bonds in the aggregate principal amount of \$10,890,000;

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Award of the Bonds. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$10,890,000 Village of Germantown General Obligation Corporate Purpose Bonds, Series 2019D (the "Bonds") for the sum of _____ DOLLARS (\$_____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS (\$_____) and a true interest rate of _____%.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019D," shall be dated December 11, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2020. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 3. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the Village, the Bonds maturing on March 1, 2028 and thereafter shall be subject to redemption prior to maturity on March 1, 2027 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit G attached hereto and incorporated herein by this reference.]

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2019 through 2038 for payments due in 2020 through 2039 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with the proceeds of the Bonds.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$10,890,000 Village of Germantown General Obligation Corporate Purpose Bonds, Series 2019D, dated December 11, 2019." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed, including repayment of the Bank Loan, or for the payment for the principal of and the interest on the Bonds.

Section 9. Arbitrage Covenant. The Bond Proceeds may be temporarily invested in legal investments until needed provided, however, that the Village hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used or invested in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any applicable regulations including Sections 1.148-1 through 1.148-11 of the income tax regulations, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

The Village Clerk, or other officer of the Village charged with responsibility for issuing the Bonds shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Bonds.

Section 10. Additional Tax Covenants; Exemption from Rebate. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes.

The Village anticipates that the Bonds will qualify for the construction expenditure exemption from the rebate requirements of the Code. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and the Village Clerk or other officer is hereby authorized to make any election on behalf of the Village in order to comply with the rebate requirements of the Code. If, for any reason, the Village did not qualify for any exemption from the rebate requirements of the Code, the Village covenants that it would take all necessary steps to comply with such requirements. The Village hereby covenants that it is a governmental unit with general taxing powers and that the Bonds are not “private activity bonds” as defined in Section 141 of the Code.

Section 11. Persons Treated as Owners; Transfer of Bonds. The Village Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Village Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Village Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Village Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Village Clerk shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village maintained by the Village Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Village official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the Village Clerk or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Village will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Village to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 18th day of November, 2019.

Dean Wolter,
Village President

(SEAL)

ATTEST:

Deanna Braunschweig,
Village Clerk

EXHIBIT B

(Form of Bond)

REGISTERED
NO. R-__

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
GENERAL OBLIGATION CORPORATE
PURPOSE BOND, SERIES 2019D

MATURITY DATE: ORIGINAL DATE OF ISSUE INTEREST RATE: CUSIP:

MARCH 1, 20__ DECEMBER 11, 2019 _____% 374118__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Village Clerk. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$10,890,000 all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin

Statutes, for the purpose of paying the cost of new projects, to wit: \$7,850,000 to pay for the project costs of the Village's Tax Incremental District No. 8 and \$3,040,000 to pay for the costs of sewerage system improvements, all as authorized by resolutions of the Village Board duly adopted by said governing body at meetings held on October 21, 2019 and November 18, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

At the option of the Village, the Bonds maturing on March 1, 2028 and thereafter are subject to redemption prior to maturity on March 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Village Clerk. In the event that the Depository does not continue to act as depository for the Bonds, and the Village Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Village Clerk, in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Village Clerk shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 11th day of December, 2019.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By: _____
Dean Wolter,
Village President

(SEAL)

By: _____
Deanna Braunschweig,
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named or Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 66-2019

A Resolution Approving the 2020 Village of Germantown Budget

WHEREAS, the Committee of the Whole held budget review meetings on September 24, October 1, and October 8, 2019 to study, review and consider the 2020 Village of Germantown Budget; and

WHEREAS, On Monday, November 18, 2019 the Village of Germantown Village Board held a public hearing to consider the 2020 Proposed Budget; and

WHEREAS, the Village of Germantown Village Board has carefully examined the proposed budget and supporting information and found them to be true and correct and to properly represent the income anticipated and the required expenditures of the Village and all funds and departments as set forth in the budget and

WHEREAS, after careful review and discussion, on November 18, 2019, the Village of Germantown Village Board moved to adopt **Resolution 66-2019** approving the 2020 Village of Germantown, Washington County, Wisconsin Budget as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance Funds

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the budget of the Village of Germantown, Washington County, Wisconsin, for the year 2020 as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance .

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 67-2019

A Resolution Approving the Levying of Property Taxes for Village Purposes

WHEREAS, on Monday, November 18, 2019 the Village of Germantown Village Board met to consider levying taxes for Village purposes; and

WHEREAS, after careful review and consideration, the Village Board moved to adopt Resolution 66-2019 approving that the amounts set forth in the 2020 Budget be levied as taxes against the taxable property of the Village of Germantown for General Fund Operations and Debt Service, for the purposes stated herein, and that the same be placed on the tax roll for the year 2019, collectible in 2020, and that the total levy is hereby determined to be \$12,962,020.

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the amounts set forth in the 2020 Budget and that the same be placed on the tax roll for the year 2019, collectible in 2020, and that the total levy is hereby determined to be \$12,962,020.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 68-2019

AUTHORIZING THE PLACEMENT OF SPECIAL CHARGES ON THE 2019 TAX ROLL
AGAINST CERTAIN PROPERTIES

WHEREAS, certain services have been provided by the Village of Germantown, and have directly benefited specific properties within the Village, said services including water and sewer, special assessments and other miscellaneous charges for services provided during 2019; and,

WHEREAS, in specific instances, charges for services provided have not been paid, and no alternative arrangements have been reached to reimburse the Village for providing said services, or by mutual agreement, special assessment charges are to be placed on the tax roll as a means of collection; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that for the Village to be reimbursed for the cost it has incurred in providing certain services, a listing of which is attached, hereto and made a part hereof, pursuant to Section 66.069, 66.076, 66.60 (16) and 66.98 Wisconsin Statutes, the Village Clerk is hereby authorized and directed to place such charges upon the 2019 Tax Roll for collection in 2019 and 2020.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

Village of Germantown

2019 Tax Roll - Special Charges & Assessments

Special Assmnt	Amount
Street Improvement	<u>\$5,247.51</u>
Sub-total	\$5,247.51
Special Charge	
Weed Cutting	2,363.23
False Alarm	77.24
Garbage Cart	63.60
Utility AR	<u>250.13</u>
Sub-total	\$2,754.20
Sub-Total before w/s	<u><u>\$8,001.71</u></u>
Deliq Water/Sewer	\$373,361.75
Village Total	\$381,363.46

Note - Amounts for delinquent water and sewer may be adjusted downward as payments are received up until the Washington County cutoff date.

Property Detail is available in the Finance Office

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 18, 2019

AGENDA ITEM: New Business

[CERTIFIED SURVEY MAP]

ITEM TITLE: Dickman Development LLC, Agent for Goldendale Land Holdings LLC, Property Owner, is requesting approval of a 3-lot Certified Survey Map (CSM)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

Dickman Development LLC, Agent for Goldendale Land Holdings LLC, Property Owner, is requesting approval of a 3-lot Certified Survey Map (CSM).

In September, the Village Board approved a 2-lot CSM (CSM No. 6913) for the 45-acre property to create parcels for the development of two industrial buildings at the Goldendale @ Rockfield Road intersection:

- 240,468 sqft building for the Illing Company on the 20.1-acre Lot 1; and
- 130,324 sqft building on the west half of the 25.4-acre Lot 2 with a planned “future” 117,324 sqft industrial building on the east half of Lot 2

Since September, Dickman has been approached by a prospective tenant for the “future” building on the east side of Lot 2. This CSM is a redivision of Lot 2 and creates a new lot (Lot 3) and an outlot for the storm water facility serving the development on all three parcels.

PLAN COMMISSION RECOMMENDATION:

APPROVE the 3-lot Certified Survey Map (CSM) for the 45.46 acres (redivision of Lot 2 of CSM 6913) owned by Goldendale Land Holdings, LLC located in the southwest corner of the Goldendale Road and Rockfield Road intersection (no conditions required).

NOTE: At their November 11 meeting, the Plan Commission also conditionally approved site development & building plans for a 117,324 sqft building proposed for Lot 3.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

CERTIFIED SURVEY MAP (CSM) & SITE PLAN APPLICATION

11/11/19 Plan Commission Meeting

Briohn Building Corporation / Goldendale Land Holdings, LLC / CJ Engineering
Village Planner Report **Germantown, Wisconsin**

Summary

Briohn Building Corporation, agent for Goldendale Land Holdings, LLC, property owner, is requesting approval of a 3-lot Certified Survey Map (CSM) and Site Development and Building Plans for a 117,324-square-foot Industrial Building (proposed Lot 3).

Location: Rockfield Road @ Goldendale Road, 3/4-mile east of US Highway 41

Agent/

Property Owners: Dom Ferrante
Briohn Building Corporation
3885 N Brookfield Rd, Suite 200
Brookfield, WI 53045

Goldendale Land Holdings, LLC
626 E Wisconsin Ave, Suite 1020
Milwaukee, WI 53202

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Industrial	M-1
East	Agricultural	A-1
West	Industrial/Residential	M-1 / Rs-1

Location Map



Background

At the July 15, 2019 meeting, the Village Board approved the rezoning of 45.46 acres (Lots 2, 3, and 4 of CSM 5959) from the A-1 Agricultural District to M-1 Limited Industrial District to accommodate the construction of three industrial buildings on the site located in the southwest corner of the Holy Hill Road/Goldendale Road intersection.

At the September 9, 2019 meeting, the Plan Commission recommended approval of a 2-lot CSM (CSM No. 6913) for the 45.46-acre property and approved the site development and building plans which included:

- A 240,468 square foot industrial building located toward the west side of the property to allow for a future addition of 75,000 square feet on the east side of the building
- A 130,324-square foot industrial building on the west half of Lot 2 and a future phase 117,324-square foot industrial building on the east half of Lot 2

The Village Board approved CSM No. 6913 at their September 16, 2019 meeting.

Proposal

The applicant has submitted an additional 3-lot CSM to divide Lot 2 of CSM No. 6913. This CSM will create separate lots for the southwest building, the southeast building, and an outlot, which will contain the stormwater pond.

The applicant is also requesting approval of site development and building plans for the southeast building which was previously labeled as proposed on the site plan. Since the original proposal, the developer has been approached by an interested tenant, which triggered the need to submit updated site and building development plans. Overall, the site and building plan for Lots 1 and 2 are generally consistent with the previously approved site plan with the following exception:

- The location of a few window units on the west elevation of the building to be constructed on proposed Lot 1 will be shifted a few feet to the west, with the addition of 4' of windows on both the 1st and 2nd floors. This modification will improve daylighting in the interior offices.

Site/Building Improvements for proposed Lot 3

- 117,324-square foot multi-tenant industrial building on proposed Lot 3
- 99 parking spaces
- 8 trailer parking stalls on east side were replaced with 100 car parking stalls
- 17 truck docks with concrete aprons
- Painted pre-cast concrete wall panels on all four sides of the building
- Insulated grey tinted glazing with clear anodized aluminum framing
- Façade painting uses 3 tones of gray (see renderings submitted with application materials)
- Trash and recycling enclosure will match the proposed building
- Roof top units (RTU's will be screened using a front and side wall parapet, which will extend four feet about the height of the building.
- Foundation Plantings

Site improvements for proposed Outlot 1

- Additional landscaping has been added to the south and east sides of the

stormwater pond to improve screening of the building on proposed Lot 3.

Access & Parking

Access to the proposed Lot 3 will be off Goldendale Road. A proposed 30' access easement will provide ingress/egress for the future building on proposed Lot 2. A separate Access Easement will need to be recorded through the Washington County Recorder's office.

Proposed Lot 3 has a total of 109 car parking stalls proposed and the space and potential for 96 additional stalls on site. Thirty-four (34) trailer parking spaces have also been detailed on the site plan.

Traffic Impact Analysis

As required by Washington County, a Traffic Impact Analysis for the proposed improvements was completed by Traffic Analysis & Design, Inc., which provided recommendations for future improvements in 2024 and 2029, as the site and the area continues to develop. No immediate improvements are recommended.

Storm Water Management

The subject property will be served by an onsite stormwater pond to be located within proposed Outlot 1. Upon full build-out, proposed Lot 1 will contain 67% impervious surface on the site. Proposed Lot 2 will contain 32% impervious surface and proposed Lot 3 will contain 73% impervious surface. All lots will meet the 80% maximum requirement for impervious surface on a site in the M-1 Limited Industrial District. A Stormwater Management plan has been submitted to the Village and is pending approval from the Department of Public Works.

Landscaping & Buffering

As previously approved, the site will be landscaped with berms of various heights (approximately 7-12 feet in height) along Rockfield Road and Goldendale Road, which will help to screen the proposed structures. A variety of trees and shrubs will be planted along Rockfield Road and Goldendale Road. Deciduous shade trees will line the parking lot on the north side of the property and evergreens and deciduous trees will be added to the existing tree line to the west, which will enhance the buffer between the proposed development and the existing residential district. Foundation plantings are also shown on the landscape plan on the north side of the building on Lot 1 and the south side of the buildings on proposed Lot 2 and 3. Additional landscaping has been added to the east and south sides of the stormwater pond located on proposed Outlot 1.

John Gall, of Wachtel Tree Science, reviewed the landscape plans for the proposed development and recommends the following substitutions:

1. State Street Miyabei Maple for Armstrong Red Maple
2. Autumn Fantasy Maple for Autumn Blaze
3. Redmon Linden for Greenspire Linden
4. Accolade Elm for Valley Forge Elm

Lighting

Exterior lighting on Lots 1 and 2 will remain as previously approved. Exterior lighting on Proposed Lot 3 includes:

- (15) 105W LED 5000K (cool) cut-off wall building-mounted fixtures at a height of 24' on the front and sides of the proposed buildings facing the parking areas;

-
- (9) 150W LED 5000K (cool) cut-off wall building-mounted fixtures mounted at a height of 24' on the rear of the proposed buildings facing the loading docks and trailer parking areas;
 - (10) 150W LED 5000K (cool) cut off pole-mounted fixtures at a height of 20' illuminating the access drives of the site.

Signage

A monument sign "placeholder" is shown in the north side of the site along Rockfield Road on the Landscaping Plans. Details of the monument sign and other wall signage will be provided in a separate Sign Permit Application reviewed by the Plan Commission.

Staff Comments

Planning & Zoning

The proposed 3-lot CSM is proposed to accommodate separate financing for the south two buildings. Submittal of a revised site plan was a condition of approval for the site plan approved in September 2019, in order to accommodate and review specifics of the proposed building and site improvements on proposed Lot 3.

Although proposed lot 2 does not have direct frontage onto a public right-of-way, the division can be approved under the Shared Driveway provision in Chapter 18.07 (Subdivision Code) provided access to Goldendale Road is provided with an access easement (minimum 30' wide). This access easement is shown on the CSM.

Planning & Zoning staff requested additional landscaping be added to the east and south edges of the stormwater pond in order to provide additional screening for the southeast building on proposed Lot 3. Foundation plantings were also included in the landscaping plan.

Engineering

The Village Engineer and Public Works Department staff have identified plan corrections (see October 17, 2019 Public Works Director memo) pertaining to storm water management, grading, utilities, and erosion control. All items in this memo have been addressed on the plan sheets which are awaiting final approval by the Village Engineering Department Staff.

Surveyor

The Village Surveyor has reviewed and approved the proposed 3-lot Certified Survey Map (CSM).

Fire Department

The Fire Department is recommending approval of the proposed Site and Architectural Plans subject to the following requirements:

1. Relocate the east fire hydrant on the south side of building approximately 240 feet east to other side of parking lot.
2. Knox box to be located at fire protection room entry door.
3. Fire alarm equipment/annunciation to be located at fire protection room. Fire evacuation alarms to be functioning all in tenant spaces.

These items have been addressed on the revised plans and are pending final approval by the Fire Department.

VILLAGE PLANNER RECOMMENDATION:*CSM Application*

APPROVE the 3-lot Certified Survey Map (CSM) for the 45.46 acres (Lot 2 of CSM 6913) owned by Goldendale Land Holdings, LLC located in the southwest corner of the Goldendale Road and Rockfield Road intersection.

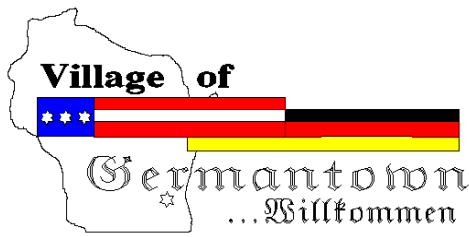
VILLAGE PLANNER RECOMMENDATION

APPROVE the site development and building plans submitted by Briohn Building Corporation for the proposed industrial building located on proposed Lot 3, in the southwest corner of the Goldendale/Rockfield Road Intersection subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the architectural, engineering, and electrical plan sheets dated 10-31-2019 and the landscaping plan sheets dated 10-31-2019, unless said plan sheets are revised pursuant to revisions required under the specific conditions of approval included by the Plan Commission.
2. Provide an updated landscaping plan with the tree species substitutions as recommended by the Village Arborist.
3. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.
4. State approved plans and a \$20,000 occupancy bond are required by Inspection services as part of the building permit application.
5. The Developer shall enter into a Development Agreement with the Village pursuant to Chapter 17.43 of the Village Code (Site Plan Approval) as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to private access drives and storm water management facilities, master grading plan and erosion control, landscaping & street trees, open space, lighting and signage.
6. The submitted stormwater management plan shall be approved by the Department of Public Works/Engineering prior to commencing work onsite.
7. A separate ingress/egress easement shall be recorded on proposed Lot 3 for legal access to proposed Lot 2.
8. The Village Fire Department shall review and approve the proposed prefabricated liquid chemical storage enclosure (10' x 12') on the southwest side of the building prior to the issuance of a building permit.

--Continued--

9. All proposed exterior signage, including monument and wall-mounted signs, shall be reviewed and approved under a separate application by the Plan Commission.
10. All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see October 17, 2019 memo from the Public Works Director) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by Village staff prior to issuance of a building permit.
11. Knox boxes are required on all buildings at locations to be determined by GFD.
12. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.



Engineering Department Memorandum

To : Jeffrey W. Retzlaff, AICP, Planning Director/Zoning Administrator

From : Lawrence Ratayczak, P.E., Director of Public Works

Date : October 17, 2019

Re : Central Land Company – Goldendale and Rockfield Road.

Items Reviewed:

- | | |
|--|-----------------|
| 1. Civil Plan Set C1.0 – C4.00 (8 pages) | Dated: 09-26-19 |
| 2. Stormwater Management Plan | Dated: 07-12-19 |

General Comments:

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal.**
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. This project will require a WRAPP/NOI from the DNR. Please submit a copy of the approved permit prior to final approval.
4. The project will require DSPS plumbing and infiltration system review and approval. Please provide a copy of the DSPS approval prior to engineering approval.
5. *The site includes potential wetlands per the WDNR surface water data viewer. Please provide a wetland determination / delineation for the site.*
6. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
7. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
8. Contact Ryan Ehlerding, 262-250-4723 for a utility permit.
9. A detailed civil site plan does not appear to be included in the plans. Please provide a plan showing dimensions, paving types, ADA access, curb, etc.
Architectural site plan has dimensions, but does not delineate pavement types and locations, ADA ramps, ADA and traffic signage, curb locations etc is not provided. Please provide a detailed site plan denoting these items stamped by a professional engineer.
10. *Provide an exhibit showing a WB-67 can turn into through and exit the site. Adjust driveways and radii as required.*
11. As a guide to the review response: Items in *italics* are resolved or acknowledged, items in regular font are to be addressed yet, items in **Bold** are additional feedback to remaining original comment.

C2.0 Utility Plan

1. See utility plan comments provided by Larry under separate cover.
2. Please provide storm sewer calculations. **Storm sewer calculation use a 10 min Tc time. However, most of the site (roofs, parking areas, etc) likely have a Tc time of less than 6 mins. Please adjust to the minimum Tc of 6 minutes or provide Tc calculations showing 10 minutes is appropriate.**

C1.0 C1.1 & C1.2 Site Grading Plans

1. *Spot elevations in this area do not match the contours.*
2. *Revise stormwater basin to have an emergency overflow weir.*
3. *Consider adding sediment forebays to the wet retention basin.*
4. Show overland flow path through the site with large arrows.
Understood that the overflow route can be determined by looking at the contours, showing it with large arrows just aids in the review. In addition, it appears several areas of the site will not overflow to the south retention basin, but instead will either overtop to the north or to the southwest and bypass the basin. Please provide additional information on how this is accounted for in the stormwater management plan. Specifically, the area south of the southwest building, the drive lane west of the southwest building, the greenspace between the two south buildings, and the drive aisle east of the south buildings.
5. *Label door elevations and ground elevations around the buildings*
6. Add a level spreader at the outlet from the basin. Add a detail for the level spreader to the plan set.
Please revise the level spreader detail to show a depression in the center. The intention of the level spreader is to spread the flow into more a sheet flow coming out of the pipe. The current detail will not accomplish that.

C3.0 Site Erosion Control Plan

1. *Note reference the WisDOT PAL date 11/2/107, update date reference to the current date.*
2. *Construction schedule calls for the buffer area to be flagged. Clearly show the buffer area on the plans.*
3. *Slit fence does not work well out pipe outlets. Please revise to show other erosion control method at all pipe outlets.*
4. *Show outlet protection on all flared end sections.*

C4.0 Site Details

1. *Add village standard sanitary sewer manhole detail.*
2. *Add village standard hydrant detail.*
3. ADA Ramp detail does not appear to meet ADA requirements for many areas of the site. The detail shows 1' curb tapers on each side. ADA requires a max slope of the flared side of 1:10 if the ramp can be approached from the side. A 3' landing is also required at the top of the ramp. It appears the ramps in many areas of the site do not meet these requirements. Please clarify the details and clearly note the ramp types and locations on the plans.

Stormwater Management Plan

1. Soil survey for this site shows mostly type C soils with a small area of type B/D soils on the northeast corner. Revise curve number to match soils types per the soil survey. **Please add information to the report as to why a different hydraulic soil group is being used for this project to document the change from the soil survey for the site.**
2. Add information about the rainfall distribution used to the rainfall section. **MMSD requires the use of MSE rainfall distribution. Please revise the calculations to MSE3 distribution.**
3. A portion of the site (between the building expansion and Goldendale road appears to overtop north to the bio-retention basin, but it is included in the drainage area to the wet pond. Adjust grading to overtop south or revise hydrocad modeling to account for large events routing a different direction. **This area now overtops to the south and to the swale between the north and south building however it's not clear how this entire area between the buildings overtops and makes it into the stormwater pond on the south side of the site. Please show and label the overflow route through the site.**
4. Confirm that all the future improvements shown on the proposed exhibit are currently included within the stormwater management plan. Recommend creating a table to show total planned impervious verses what is currently being constructed. That table will greatly simplify future approvals. **It appears the future building is now proposed. Please update the report to reflect this.**
5. *Revise the hydrocad model to account for 27% voids in the engineered soil and 33% in the stone.*
6. The site appears to have bedrock and a high groundwater table. Provide information showing the bottom of the bio-retention basin meets the separation distance required by WDNR and DSPS. **WDNR and DSPS separation distance requirements are from the seasonal high groundwater elevations which may not be the groundwater elevations at the time of construction. Before approval of the stormwater management plan please provide information on the bedrock elevation, seasonal high groundwater elevation and how the separation distance is being met. Alternatively, a liner can be added to the basin and calculations revised to account for zero infiltration.**
7. The detail for the bio-retention basins shows a 10' wide spillway at 945.50. Where is that spillway located?
8. *Revise the pond detail to show the clay liner extending up to to 2 year water elevation.*
9. Provide a detail for the South pond outlet control structure. Detail shall show wall thickness, top and bottom thickness, sump, casting type, etc. **Please provide additional detail on the outlet structure. Wall thickness, base thickness, casting type, etc. Please also provide some information on what will secure the outlet and keep it upright? Currently the detail shows the structure sticking up in the air with only a few inches buried.**
10. *Provide anti-seep collars on the pond outlet pipe.*
11. *The green infrastructure section of the report appears to reference a City of Milwaukee Ordinance. The Village of Germantown requires new developments to meet the requirements of MMSD Chapter 13.*
12. Change the land use in WinSLAMM to industrial.
13. Adjust the winter season to the correct dates for Milwaukee. **Winter season dates are not correct. Please adjust to 12/6 and 3/28**
14. *Provide information on how the infiltration rate of 0.3 in/hr was chosen for the SLAMM model.*
15. *Revise the infiltration rate fraction side to 0.01 in the SLAMM model.*
16. *Adjust the engineered soil porosity to 0.27*
17. Include a map of the boring locations in the geotechnical section of the report.



Village of



Fee must accompany application

- ☐ \$2,900 with public improvements
☐ \$1,960 no public improvements

Paid _____ Date _____

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Goldendale Land Holdings, LLC

By Dickman Development, LLC - Manager

3885 N. Brookfield Road, Suite 200

Brookfield, WI 53045

Phone (262) 790-0500

Fax (262) 790-0505

E-Mail tash@briohn.com

PROPERTY OWNER

Goldendale Land Holdings, LLC

By Dickman Development, LLC - Manager

3885 N. Brookfield Road, Suite 200

Brookfield, WI 53045

Phone (262) 790-0500

tash@briohn.com

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

Goldendale Road (West Side) North of Holy Hill Road

3

PURPOSE OF LAND SPLIT

To create two buildable lots

Will the land split require rezoning?

No

From

To

4

READ AND INITIAL THE FOLLOWING:

- ☒ I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.
- ☒ I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.
- ☒ I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.
- ☒ I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant

Date

Owner

Date

CERTIFIED SURVEY MAP
NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

- - INDICATES 1" IRON PIPE SET
- - INDICATES ¾" IRON ROD FOUND

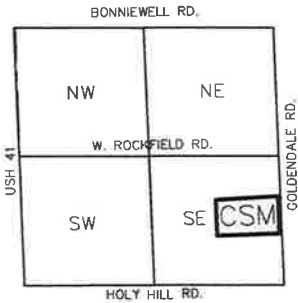
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE ¼ OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

NW CORNER OF THE SE ¼ OF SECTION 7 T9N, R20E
CONCRETE MONUMENT W/
BRASS CAP FOUND
N 463,750.39
E 2,486,829.66

NE CORNER OF THE SE ¼ OF SECTION 7 T9N, R20E
CONCRETE MONUMENT
W/ BRASS CAP FOUND
N 463,729.94
E 2,489,471.00

- NOTES:
1. ACCESS TO C.T.H. "Y" ALLOWED PER WASHINGTON COUNTY ACCESS PERMIT ONLY.
 2. SETBACKS ARE BASED ON THE M-1 ZONING REQUIREMENTS AS OF 08-30-19.
 3. SEE SHEET 2 OF 5 FOR SETBACKS AND EASEMENT DETAILS

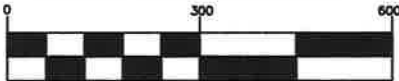


LOCATION MAP
SEC. 7-9-20
1" = 2000'

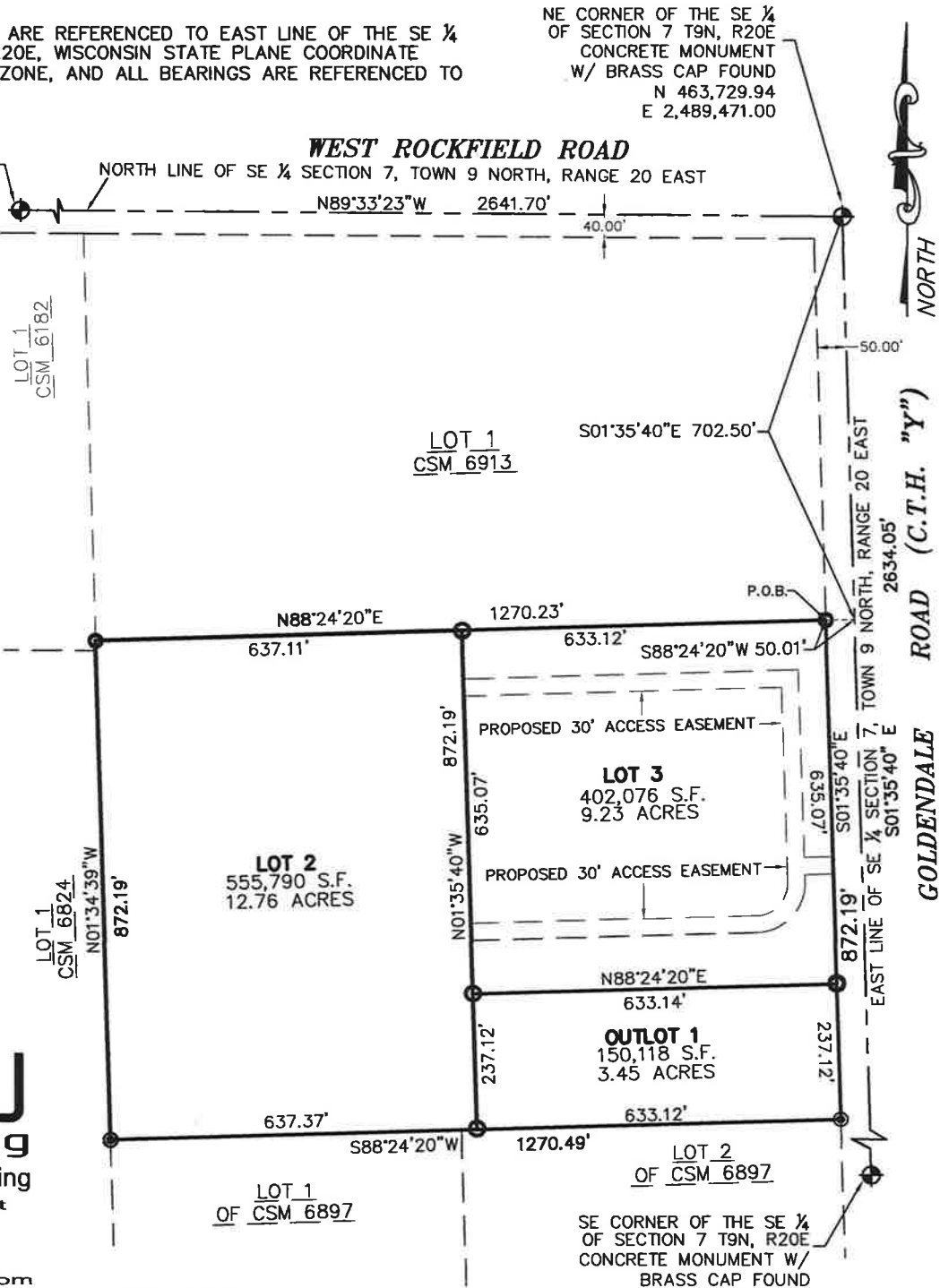
CJ
engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

PREPARED FOR:
GGWW, LLC
C/O GERMANTOWN PARTNERS, LLC
626 E WISCONSIN AVE.
MILWAUKEE, WI 53202
(414) 271-6100

GRAPHIC SCALE



1 INCH = 300 FT.

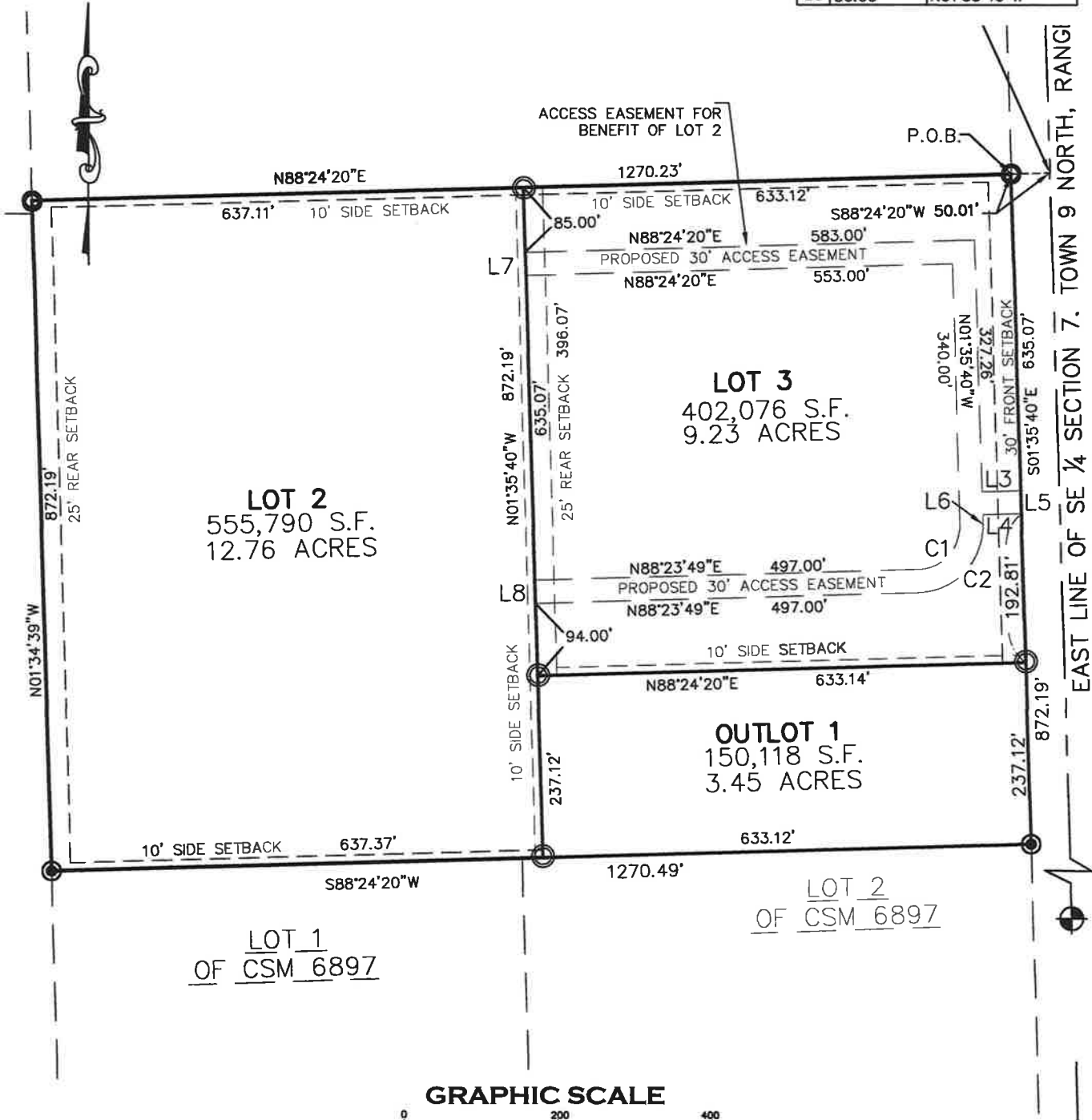


CERTIFIED SURVEY MAP NO.

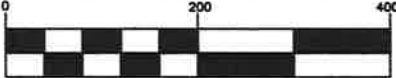
BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

CURVE TABLE	
C1.	L=87.97' R=56.01' CENT. ANGLE=89°59'29" CH. BRG.=N43°24'24" CHORD = 79.20'
C2.	L=135.09' R=86.01' CENT. ANGLE=89°59'24" CH. BRG.=N43°24'20"E CHORD = 121.62'

LINE TABLE	
LENGTH	BEARING
L3	50.12' S88°24'20"W
L4	50.12' S88°24'20"W
L5	30.00' S01°35'40"E
L6	12.74' N01°35'40"W
L7	30.00' N01°35'40"W
L8	30.00' N01°35'40"W



GRAPHIC SCALE



1 INCH = 200 FT.

CJ
engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF SECTION 7, THENCE S 01°35'40" E 702.50 FEET ALONG THE EAST LINE OF SOUTHEAST ¼ OF SECTION 7; THENCE S 88°24'20" W 50.01 FEET TO THE WEST R.O.W. LINE OF GOLDENDALE ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 01°35'40" E ALONG SAID WEST R.O.W. LINE OF GOLDENDALE 872.19 FEET; THENCE S 88°24'20" W 1270.49 FEET; THENCE N 01°34'39" W 872.19 FEET; THENCE N 88°24'20" E 1270.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,108,005 SQUARE FEET OR 25.436 ACRES

THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GGWW, LLC., OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF GERMANTOWN IN SURVEYING, MAPPING AND COMBINING THE SAME.

DATED THIS ____ DAY OF _____, 20 ____.

CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

GGWW LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GGWW LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM H WETTERAU, MANAGER, THIS _____ DAY OF _____, 20__.

WILLIAM H WETTERAU, MANAGER

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__, WILLIAM H WETTERAU, TO ME KNOWN TO BE THE MANAGER OF GGWW, LLC. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 6913, IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____ 20__.

DEAN WOLTER, CHAIRMAN DATE

LAURA A. JOHNSON, SECRETARY DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF SE ¼ SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____, 20__.

DEAN WOLTER, VILLAGE PRESIDENT DATE

DEANNA BRAUNSCHWEIG, WCMC/CMC, VILLAGE CLERK DATE

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, DEAN WOLTER AND DEANNA BRAUNSCHWEIG, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__



Fee must accompany application

- ☐ \$700 Minor Addition
- ☐ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☐ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID _____ DATE _____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

Dom. Ferrante
Briohn Building Corporation
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

Phone (262) 790-0500

E-Mail dferrante@briohn.com

PROPERTY OWNER

Goldendale Land Holdings, LLC
626 E. Wisconsin Avenue, Suite 1020
Milwaukee, WI 53202

Phone (414) 271-6100

E-Mail sam@dickmanre.com

2 PROPERTY ADDRESS

Far North Building: W204 N13125 Goldendale Road
South West Building: W204 N13055 Goldendale Road
South East Building: W204 N13035 Goldendale Road

3 NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
Agricultural	Industrial	Agricultural	Industrial

4 READ AND INITIAL THE FOLLOWING:

- ☒ I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.
- ☒ I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.
- ☒ I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

Dom Ferrante 10/2/2019

Applicant

Date

Sam Dickman 10/2/2019

Owner

Date



BRIOHN DESIGN
GROUP, LLC

October 1, 2019

Jeffrey Retzlaff AICP, Director Village Planner
Village of Germantown
Community Development Department
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Dear Jeff Retzlaff,

RE: Proposed amendments to the Development Project for The Dickman Germantown
Development – Goldendale Road.

The proposed development building project addresses are as follows:

North Building – W204 N13125 Goldendale Road
Southwest Building – W204 N13055 Goldendale Road
Southeast building – W204 n13035 Goldendale Road

Once again, I want to thank you and the rest of the staff in Germantown with facilitating the approval process for our proposed development. We are resubmitting the revised drawing package for the November 11, 2019 Plan Commission to ask for and clarify a few proposed changes in reference to the proposed development located at the southwest corner of the Goldendale and Rockfield Roads intersection. This project is known as “The Dickman Germantown Development” – Goldendale Road.

We are not proposing any site related improvements to the north site, which is intended to house the new warehouse facility for Illing. Illing is a local plastics product distributor. The only modification proposed is that we shifted the location of a few glazing/window units a few feet on the west side elevation (office area) and added about 4 feet of width to two window units - an upper level and lower level window unit on the west side of the proposed north building. See attached elevation with area where change was made highlighted by a cloud. This enhancement is proposed to provide better alignment within the adjacent private offices and to ensure that all the exterior side offices have some access to natural daylight. We feel the change is minor and in general is an enhancement to the previously proposed elevation also included as part of the Exhibit A.

The main reason for the resubmittal involves proposed changes to the south site. The primary reason is to propose changing the status of the south east building to current proposed instead of future proposed. When we originally submitted in May and the July

follow up, we had asked for approval of the entire site north and south, but only direct or immediate Plan Commission approval of the proposed north and south west buildings. The south east building approval status was as future which would require the developer to come back for Plan Commission approval in the future when time to build the south east building. Since our earlier submittals the developer's have been approached with interested tenants who want to be a part of the south east building. This requires us to resubmit after consultation with you and staff.

In our resubmittal, we made revisions which include the following:

Re-designated the future 99 parking stalls to proposed and the reduced the number of loading dock berths from 22 to 17 in the loading dock area. Reduced one trash enclosure area since the building size of 117,000 SF is smaller than the adjacent 130,000 SF building. We are looking to have two tenants as occupants. The location of the two middle at grade overhead doors were shifted to accommodate anticipated tenants. Eliminated 8 trailer parking stalls on the east side and replaced with 10 car parking stalls to accommodate the anticipated tenant. Added additional pole mounted parking lights to serve the proposed south east building, see site plan. Adjusted the landscape plan by showing the foundation plantings around the south east building as well as required landscape for the south east building refer to landscape drawings dated September 26, 2019. The revised plans submitted do not significantly change the site plans and civil plans since we always intended for the south east building to be built eventually. I have included the new site plan A0.1 dated July 12, 2019 and the new proposed dated September 26, 2019 for reference. The plans submitted to Germantown on July 26th and recently resubmitted on October 1, 2019 can be referenced as well.

To summarize, we have made the necessary revisions to the plans which were spelled out in the Germantown Staff review letter dated including engineering comments, June 26, 2019. Most of these were addressed in the earlier Plan Commission resubmittal.

We are resubmitting a new application package as directed by Jeff Retzlaff to incorporate all three buildings as proposed and part of the Plan commission approval on the November 11th meeting. If you or staff have any questions, we will respond to you with an answer.

We respectfully submit this cover letter to your attention.

Sincerely,



Domenico M. Ferrante AIA
Brion Design Group LLC, Principal-In-Charge

C/c:

Sam Dickman, Dickman Real Estate

Sam Dickman Jr., Dickman Real Estate

Jeff Hook, Brion Building Corp, Project Manager

Chris Jackson PE, CJ Engineering, Surveyor and project civil engineer

**DESCRIPTION OF PROPOSAL AND PROJECT NARRATIVE
FOR SITE PLAN REVIEW INCLUDING USES AND BUILDING ARCHITECTURE OF A
NEW 210,522 SQUARE FEET SINGLE USER OR MULTI-TENANT BUILDING TO BE CONSTRUCTED
FOR THE DICKMAN COMPANY ON LAND LOCATED AT THE SOUTHWEST CORNER OF
ROCKFIELD AND GOLDENDALE ROADS INTERSECTION IN THE VILLAGE OF GERMANTOWN
WITH FUTURE EXPANSION OF TWO ADDITIONAL 130,324 SQUARE FOOT MULTI-TENANT
BUILDINGS LOCATED IMMEDIATELY SOUTH OF THE PROPOSED BUILDING**

July 1, 2019

Domenico Ferrante of Briohn Design Group, LLC
Jeff Hook of Briohn Building Corporation
3885 N. Brookfield Road, Suite 200
Brookfield, Wisconsin 53045

SUBMITTED: On behalf of the current property owner GGWW, LLC, William Wetterau and Central Land Company III, LLC, developer Sam Dickman of The Dickman Company:

BRIOHN is submitting this "Description of Proposal or project narrative" on behalf of THE DICKMAN COMPANY.

Briohn Design Group LLC and Briohn Building Corp are acting as the representative applicant. The Dickman Company is the applicant. We are respectfully submitting a review package for Plan Consultation and Rezoning Request. In order to engage in this process with Plan Commission, we include a completed Rezoning & PDD application form, appropriate fees, plat of survey with legal description, site plans, building elevations, floor plans and 3D renderings depicting the proposed north building.

We are requesting for the entire three parcel site with the following legal description:

"Lot 2, 3 and 4 of CSM 5959, being a part of the East ½ of the Southeast ¼ of Section 7. Town 9 North, Range 20 east, Village of Germantown, Washington County, Wisconsin. Containing 45.46 acres

Parcels: GTNV 074988 (Lot 2), GTNV 074989 (Lot 3), CTNV 074990 (Lot 4)"

We asked for the property to be rezoned from A-1 Agricultural to M-1 Limited Industrial. We submitted this request to be placed on the agenda for the July 8, 2019 Plan Commission meeting.

At this time and in addition to the previous rezoning request, we are asking for Plan Commission approval for the proposed development at the site located on the southwest corner of the intersection of Rockfield Road and Goldendale Road. The proposed project entails

the construction of potentially two buildings starting construction this year and completing in 2020. The first building is located on the North site and will have a footprint area of 210,522 square feet with a 10,140 square foot mezzanine level. The proposed north site area will be 20.03 acres (872,456 SF). The new building will allow for an addition of approximately 75,000 square feet in the future.

We also ask for approval of the west and east buildings on the south site. The proposed size of the building is 130,324 square feet. The future phase proposed east building could happen potentially at the same time as the construction of the west building construction or in the future. The proposed south site area will be 25.44 acres (1,108,042 SF).

We are also asking for the approval of the CSM as it relates to the redivision of the current three lot property into two lots: north site and south site. The total of all three lots which are currently owned by the same owner, is 45.47 acres (1,980,498 SF).

The Description of the Proposal and preliminary concept Plan of Operation:

The Dickman Company proposes to construct a 210,522(220,662) square foot Multi-Tenant industrial/warehouse building with the potential for either 1-5 tenants of approximately equal size (area) or one large user to occupy the entire building. Our client is a light industrial type business with limited production and is mostly focused on office, warehouse and distribution.

The building will be constructed of painted concrete pre-cast insulated wall panels for all four sides of the proposed building. The principal façade or north elevation and side (east and west) elevations have insulated grey tinted glazing with clear anodized aluminum framing for all the fenestration. Note we have included large glazed entries for up to five possible tenants. The façade painting scheme uses three complimentary color tones with the two of the colors used as grey accents. The primary wall color will be a light grey off white color. We do include a red accent color as well. The rear or south elevation contains a 32-loading dock 9X10 overhead doors with 2 larger 14X16 grade level overhead doors. We also include man doors as needed to accommodate code required exiting. Note we have designed the south wall to have built-in flexibility to allow for relocation of the overhead doors as needed for future tenants as well as expansion for additional loading dock doors as need. Please see attached building architectural elevations.

Our client will have approximately 60-70 employees with the initial building proposed for development with up to potentially 100-110 employees on one daytime shift. The shift would be potentially between 7:00am and 6:00pm Monday through Friday with potentially Saturdays as well. Besides our current client, the possible tenant mix could include a variety of industrial types such as a general light industrial user or a warehouse distribution user or both.

The parking required is based on 90-110 employees overall with limited visitor parking. We have included 192 car parking stalls with the potential to expand car parking for additional 50 cars in the future... We also indicate 20 possible semi-trailer type parking stalls. The rear trailer

parking can be converted to car parking if the need for additional car parking increases in the future. This provides some built-in flexibility to accommodate future users which may differ from the current anticipated user or tenant mix.

Note we do not include any unscreened outside storage as part of this proposal. We have included one trash and recyclables enclosure which is located on the rear or south side of the building and site. The walls of the enclosure are the same as the painted concrete of the building walls. We also include prefinished gates on a steel frame as well. The future roof top units (RTU's) shall be screened by use of an extended front wall parapet and side wall parapets which is 4 feet higher than the roof plane. Since we are at the preliminary stage, we are not specifically identifying RTU locations until we submit for final approval.

The ultimate potential is to have flexibility for our client to expand the north building to accommodate an additional 75,000 square feet of building expansion on the east side of the north site. The developer would also like to have the flexibility to potentially develop two more buildings immediately south of the initial proposed north building, the two buildings to be located on the south side of the overall site would be potentially 130,324 square feet each. Ample parking is provided for either building. The architectural appearance of the proposed two south buildings would be complimentary to the north building, providing the feel of a cohesive campus. We ask for approval of the both buildings on the south site with the intent to build the west building first.

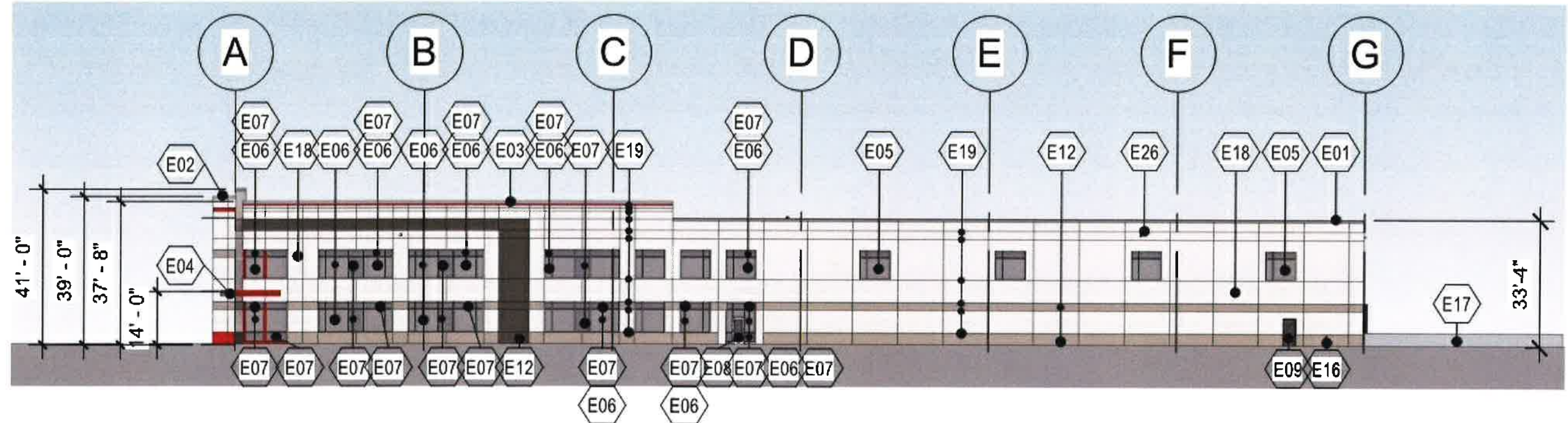
We have followed up with a detailed submittal package for all three buildings. We will include additional details and information as part of the project narrative. We also include the following: additional architectural drawings and details of all three proposed buildings; complete civil drawings and specifications for all three parcels, complete landscape plans and specifications for all three parcels and site lighting photo-metrics and cut sheets for the overall development. We include a request for a CSM as well to join the three lots into 2 lots. Our intent is to submit the items referenced above in order to be considered for placement on the agenda for the August 12, 2019 Plan Commission meeting. We know that this does not align with newest Plan Commission submittal schedule deadline, but we are asking if there is any chance to be heard on the August 12th Plan commission agenda, we would appreciate it. If this requires additional review fees, let us know. If this can't be arranged, we would want to be on the September 9, 2019 Plan Commission agenda. Based on receiving Plan commission recommendation for approval, we would ask for the village board to approve as well.

We respectfully ask the Village of Germantown, Plan Commission and village staff to review and evaluate our proposal including the submitted drawings and other support materials. We believe that the proposed new development will not only meet our client's needs and expectations but those of the Village of Germantown as well. We look forward to your comments, eventual approval and our continued mutual success and appreciate the assistance provided and afforded by the Village of Germantown in the Rezoning process as well as the eventual Plan Commission and Village Board approval process.

Please contact us if you have any questions or need additional information.

Sincerely,

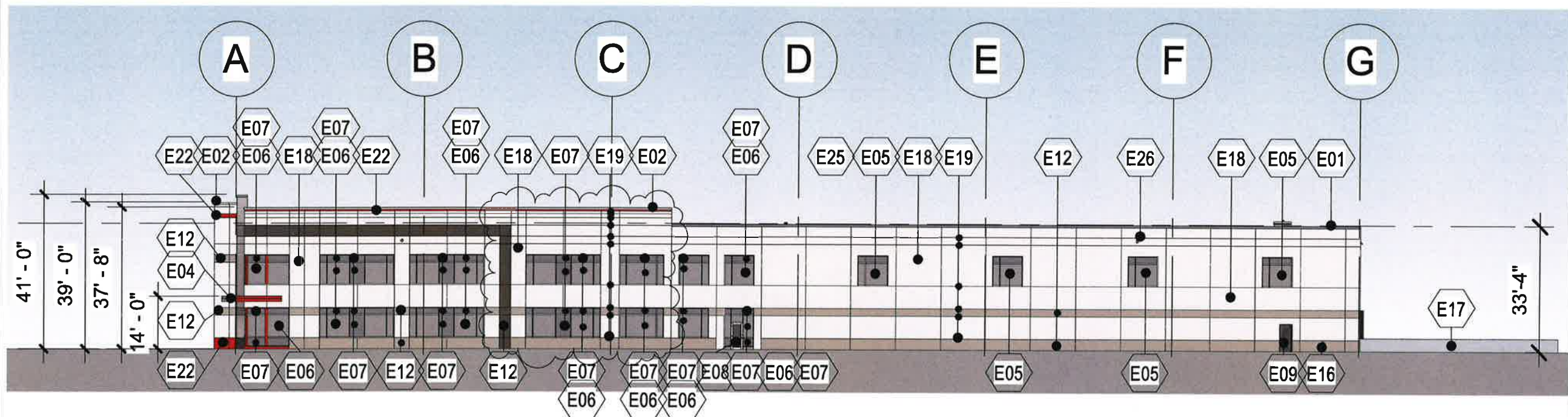
Domenico M. Ferrante AIA
Director of Architecture, Briohn Design Group LLC



2

WEST ELEVATION - NORTH BUILDING

1" = 40'-0"



1

PROPOSED WEST ELEVATION - NORTH BUILDING

1" = 40'-0"



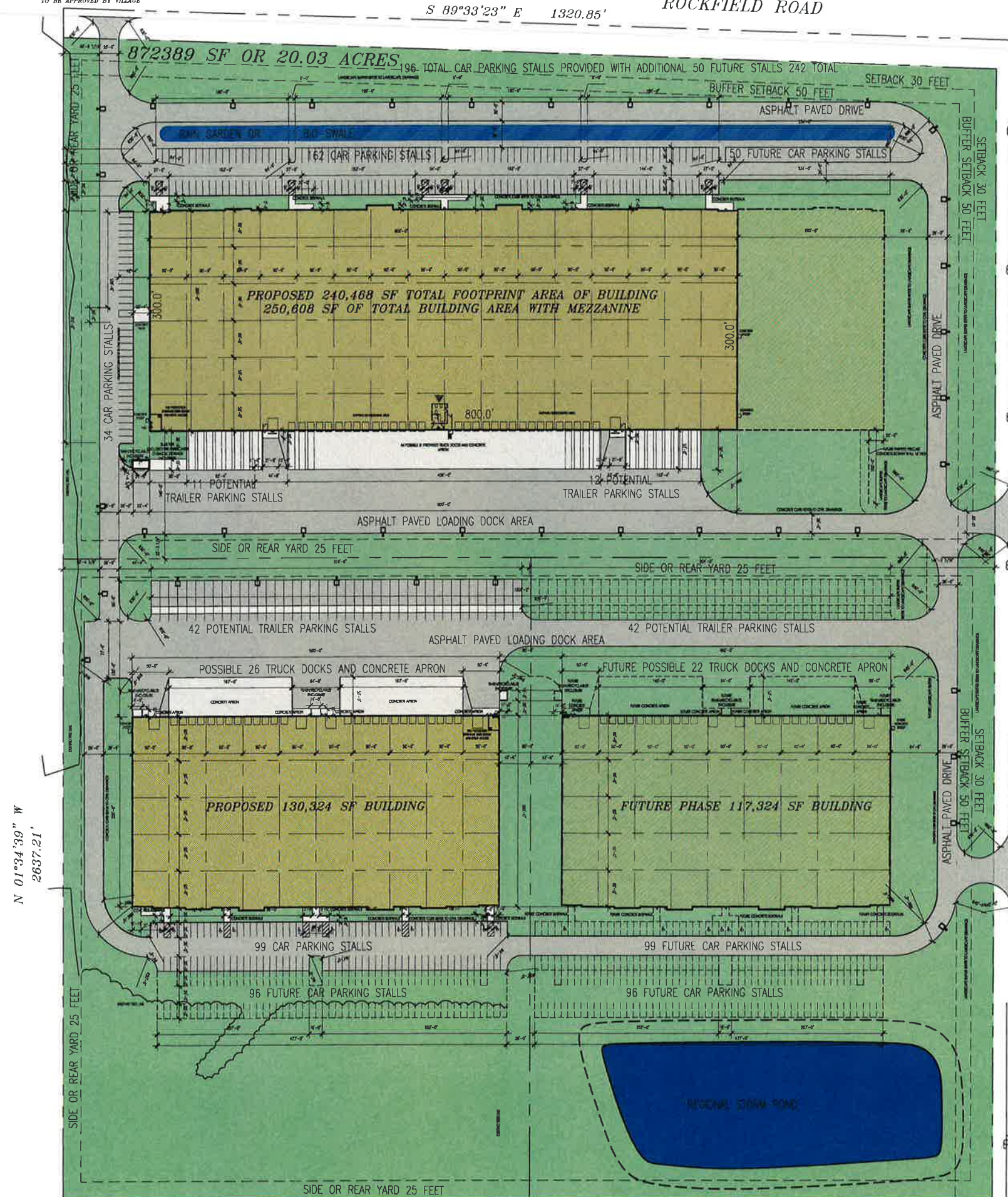
BRIOHN

www.briohn.com PHONE: 262.790.0500

EXHIBIT A

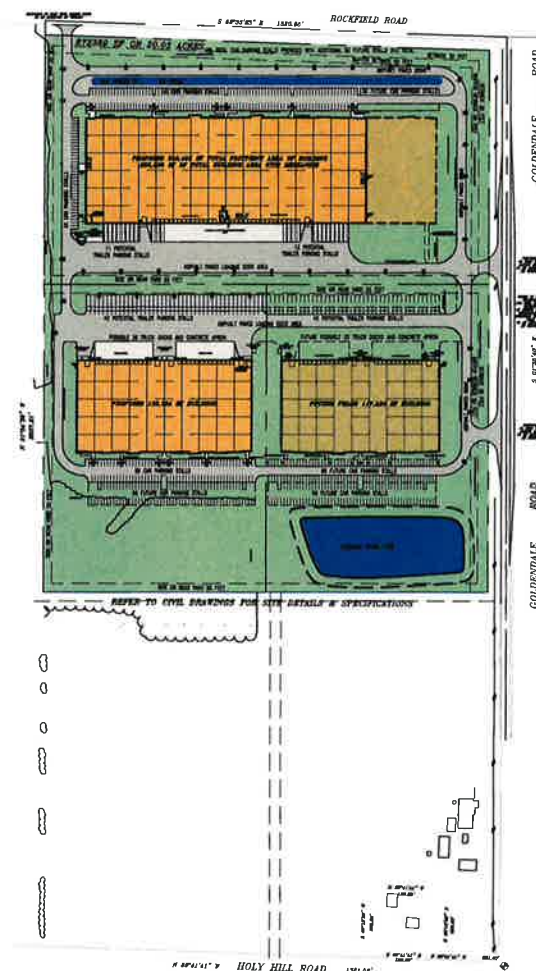
DICKMAN GERMANTOWN
10/02/2019

S 89°33'23" E 1320.85' ROCKFIELD ROAD



~~REFER TO CIVIL DRAWINGS FOR SITE DETAILS & SPECIFICATIONS~~

2 SITE PLAN
Scale: 1" = 60'-0"



 **OVERVIEW SITE PLAN**
Scale: 1" = 200'-0"

GENERAL SITE STATISTICS:

SITE IS CURRENTLY ZONED A1 AGRICULTURAL.

WE PROPOSE AND HAVE SUBMITTED TO REZONE M1 LIMITED INDUSTRIAL.

TOTAL CURRENT OVERALL SITE AREA (LOT 2, 3 AND 4) AREA: 1,980,498 SF OR 45.47 ACRES.

PROPOSED NORTH LOT TOTAL AREA: 872,456 SF OR 20.03 ACRES.
PROPOSED BUILDING AREA 240,468 SF
PROPOSED PAVEMENT AREA 255,760 SF
PROPOSED TOTAL IMPERVIOUS AREA 496,228 SF
PROPOSED FUTURE BUILDING 40,034SF
PROPOSED FUTURE PAVEMENT 33,280 SF
PROPOSED FUTURE TOTAL IMPERVIOUS 73,314 SF
TOTAL IMPERVIOUS AREA 569,542 SF
TOTAL OPEN SPACE AREA 282,914 SF
GREEN SPACE PROVIDED IS 32.4%

NORTH PARKING:
REQUIRED AND PROVIDED 194 TOTAL 9X20 STALLS PROPOSED.
FUTURE PROVIDED 50 ADDITIONAL 9X20 STALLS AVAILABLE.
TRAILER PARKING 23 TOTAL 12X53 STALLS PROVIDED WITH 18 POSSIBLE FUTURE LOCATIONS.

PROPOSED SOUTH LOT TOTAL AREA: 1,108,042 SF OR 25.44 ACRES.
PROPOSED BUILDING AREA 130,324 SF
PROPOSED PAVEMENT AREA 198,483 SF
PROPOSED TOTAL IMPERVIOUS AREA 328,807 SF
PROPOSED FUTURE BUILDING 130,324 SF
PROPOSED FUTURE PAVEMENT 158,006 SF
PROPOSED FUTURE TOTAL IMPERVIOUS 288,330 SF
TOTAL IMPERVIOUS AREA 617,137 SF
TOTAL OPEN SPACE AREA 490,905 SF
GREEN SPACE PROVIDED IS 44.3%

SOUTH PARKING:
REQUIRED AND PROVIDED 99 TOTAL 9X20 STALLS PROPOSED AND PROVIDED.
FUTURE PROVIDED 291 ADDITIONAL 9X20 STALLS AVAILABLE.
TRAILER PARKING 42 TOTAL 12X53 STALLS PROVIDED WITH 42 FUTURE POSSIBLE LOCATIONS.

GENERAL SITE NOTE:
REFER TO CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION AS WELL AS LANDSCAPE
DRAWINGS AND EXTERIOR LIGHTING PHOTOMETRIC DRAWING AND LIGHTING CUT SHEETS
FOR SITE PLANTINGS PROPOSED.

BRIHON



DESIGN GROUP

2005 N BROADFIELD ROAD, SUITE 200
BROOKFIELD WISCONSIN 53005-1828
(262) 780-0252 FAX
(262) 780-0955 FAX

OVERALL SITE PLANS

PROPOSED BUILDING:
ILLING COMPANY, INC.
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

JOB:	317
DRAWN:	D
CHECKED:	D
DATE:	JULY 12, 201
SHEET:	

A0.5

ROCKFIELD ROAD



GOLDENDALE ROAD



GENERAL SITE NOTE:
REFER TO CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION AS WELL AS LANDSCAPE
DRAWINGS AND EXTERIOR LIGHTING PHOTOMETRIC DRAWING AND LIGHTING CUT SHEETS
FOR SITE PLANTINGS PROPOSED.

PROPOSED BUILDING:

DICKMAN GERMANTOWN

SW CORNER - ROCKFIELD RD. & GOLDENDALE RD.
GERMANTOWN, WISCONSIN 53022



1 AERIAL VIEW - LOOKING NORTH / NORTH WEST
NO SCALE



2 AERIAL VIEW - LOOKING NORTH EAST
NO SCALE



3 NORTH BUILDING - VIEW OF NORTH WEST CORNER LOOKING SOUTH / SOUTH EAST
NO SCALE



4 SOUTH WEST BUILDING - VIEW OF SOUTH WEST CORNER LOOKING NORTH EAST
NO SCALE

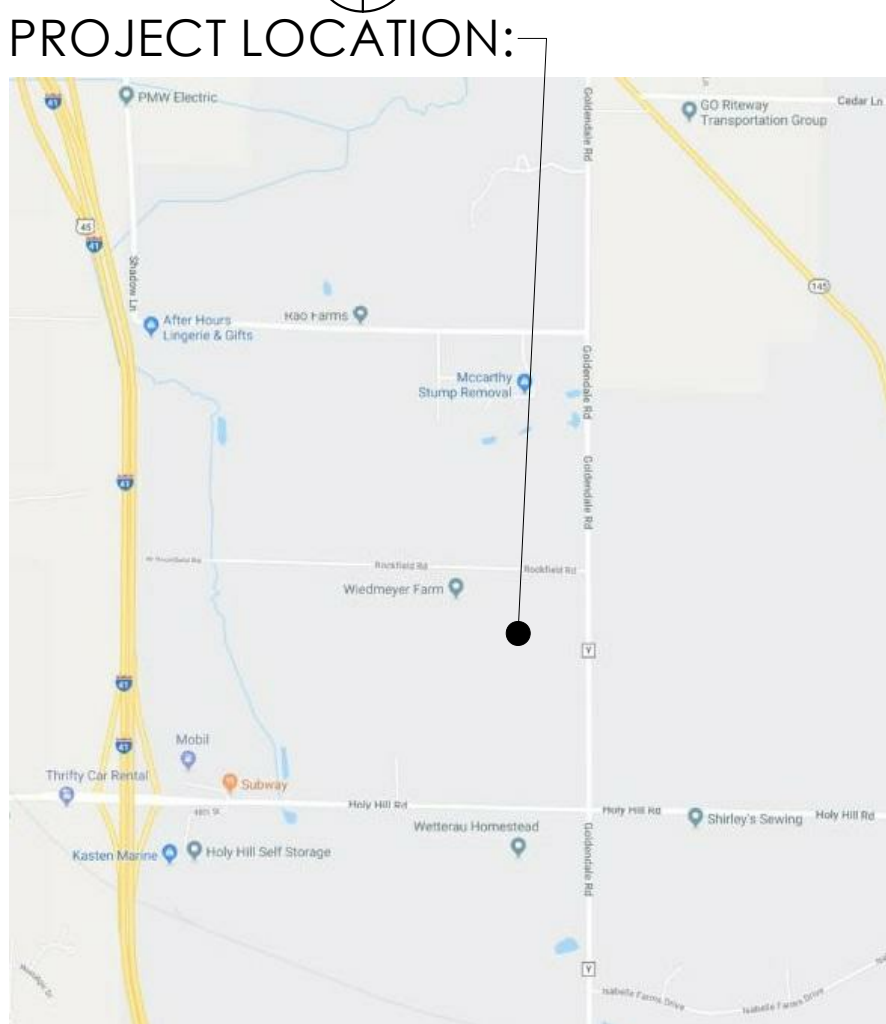
PLAN COMMISSION SUBMITTAL (PREVIOUSLY SUBMITTED ON SEPTEMBER 5, 2019)
SEPTEMBER 26, 2019 & OCTOBER 31, 2019 (RESUBMITTED FOR NOVEMBER 11, 2019 PLAN COMMISSION)

OWNER :		GENERAL CONTRACTOR :		ARCHITECT :		PROJECT INFORMATION: PROPOSED NORTH BUILDING		PROJECT INFORMATION: PROPOSED SOUTH BUILDING (WEST)		PROJECT INFORMATION: PROPOSED SOUTH BUILDING (EAST)	
THE DICKMAN COMPANY SAM DICKMAN JR.		BRIOHN BUILDING CORPORATION JEFF HOOK, PM		BRIOHN DESIGN GROUP LLC DOMENIC FERRANTE, AIA		CODE: SPS 360-366 WISCONSIN COMMERCIAL BUILDING CODE (IBC 2015, IECC 2015/2009, IEBC 2015, IMC 2015 AND IFGC 2009) SPS 314 FIRE PREVENTION SPS 316 ELECTRICAL SPS 381-387 PLUMBING		CODE: SPS 360-366 WISCONSIN COMMERCIAL BUILDING CODE (IBC 2015, IECC 2015/2009, IEBC 2015, IMC 2015 AND IFGC 2015) SPS 314 FIRE PREVENTION SPS 316 ELECTRICAL SPS 381-387 PLUMBING		CODE: SPS 360-366 WISCONSIN COMMERCIAL BUILDING CODE (IBC 2015, IECC 2015/2009, IEBC 2015, IMC 2015 AND IFGC 2015) SPS 314 FIRE PREVENTION SPS 316 ELECTRICAL SPS 381-387 PLUMBING	
626 EAST WISCONSIN AVE., SUITE 1020 MILWAUKEE, WI 53202		3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONSIN 53045 (262) 790-0500 PHONE (262) 790-0505 FAX		3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONSIN 53045 (262) 790-0500 PHONE (262) 790-0505 FAX		OCCUPANCY: PRIMARY S-1 (MODERATE HAZARD STORAGE) SECONDARY B (OFFICE/BUSINESS) TYPE 2B F-1 (MODERATE HAZARD STORAGE)		OCCUPANCY: PRIMARY F-1/S-1 (MANUFACTURING OR STORAGE) SECONDARY B (OFFICE/BUSINESS) TYPE 2B		OCCUPANCY: PRIMARY F-1/S-1 (MANUFACTURING OR STORAGE) SECONDARY B (OFFICE/BUSINESS) TYPE 2B	
CIVIL ENGINEER: CJ ENGINEERING CHRISTOPHER A. JACKSON, P.E.		LANDSCAPE ARCHITECT : HELLER & ASSOCIATES DAVID HELLER, ASLA		CLASS OF CONSTRUCTION: TYPE 2B		CLASS OF CONSTRUCTION: TYPE 2B		CLASS OF CONSTRUCTION: TYPE 2B		CLASS OF CONSTRUCTION: TYPE 2B	
9205 WEST CENTER STREET, SUITE 214 MILWAUKEE, WISCONSIN 53222 (414) 443-1312 PHONE (262) 443-1317 FAX		4715 JAMES AVENUE RACINE, WISCONSIN 53402 (262) 639-9733 PHONE (262) 639-9739 FAX		SPRINKLER SYSTEM: FULL - NFPA 13		SPRINKLER SYSTEM: FULL - NFPA 13		SPRINKLER SYSTEM: FULL - NFPA 13		SPRINKLER SYSTEM: FULL - NFPA 13	
FLOOR LEVELS: 2		FLOOR LEVELS: 1		FLOOR LEVELS: 1		FLOOR LEVELS: 1		FLOOR LEVELS: 1		FLOOR LEVELS: 1	
NUMBER OF STORIES 1+MEZZANINE		NUMBER OF STORIES 1		NUMBER OF STORIES 1		NUMBER OF STORIES 1		NUMBER OF STORIES 1		NUMBER OF STORIES 1	
TOTAL SITE AREA: 872,456 SF 20.03 ACRES (NORTH SITE)		TOTAL SITE AREA: 1,108,042 SF 25.44 ACRES (SOUTH SITE)		TOTAL SITE AREA: 1,108,042 SF 25.44 ACRES (SOUTH SITE)		TOTAL SITE AREA: 1,108,042 SF 25.44 ACRES (SOUTH SITE)		TOTAL SITE AREA: 1,108,042 SF 25.44 ACRES (SOUTH SITE)		TOTAL SITE AREA: 1,108,042 SF 25.44 ACRES (SOUTH SITE)	
TOTAL BUILDING AREA: 240,468 SF FOOTPRINT (MAIN LEVEL), 10,140 SF MEZZANINE = 250,608 SF		TOTAL BUILDING AREA: 130,324 SF		TOTAL BUILDING AREA: 130,324 SF		TOTAL BUILDING AREA: 130,324 SF		TOTAL BUILDING AREA: 130,324 SF		TOTAL BUILDING AREA: 117,324 SF	

SHEET INDEX	
0-GENERAL	
T1.1	TITLE SHEET
T1.2	EXTERIOR PERSPECTIVES NORTH BUILDING
T1.3	EXTERIOR PERSPECTIVES SOUTH BUILDINGS
1-SPECIFICATIONS	
GS.1	SPECIFICATIONS
GS.2	SPECIFICATIONS
2-SURVEY	
SV1.0	ALTA / NSPS SURVEY
3-CIVIL	
CO.0	SITE GRADING PLAN
C1.0	SITE GRADING PLAN
C1.1	SITE GRADING PLAN
C1.2	SITE GRADING PLAN
C2.0	SITE UTILITY PLAN
C2.1	SITE UTILITY PLAN - NORTH
C2.2	SITE UTILITY PLAN - SOUTH
C2.3	PUBLIC SANITARY AND WATER MAIN PLAN & PROFILE
C2.4	PUBLIC WATER MAIN PLAN & PROFILE
C2.5	PUBLIC WATER MAIN PLAN & PROFILE
C3.0	SITE EROSION CONTROL PLAN
C4.0	SITE DETAILS
WB-67	SITE TRUCK ACCESS EXHIBIT
4-LANDSCAPING	
L1.0	OVERALL LANDSCAPE PLAN
L1.1	ENLARGED LANDSCAPE PLAN - NORTH SITE
L1.2	ENLARGED LANDSCAPE PLAN - SOUTH SITE
L1.3	ENLARGED LANDSCAPE PLAN - BUILDING FOUNDATIONS
L1.4	ENLARGED LANDSCAPE PLAN - BUILDING FOUNDATIONS
L1.5	LANDSCAPE DETAILS, NOTES & SCHEDULES
5-ARCHITECTURAL	
A0.1	OVERALL SITE PLANS
A0.2	NORTH SITE PLAN
A0.3	SOUTH SITE PLAN
A1.1	NORTH FLOOR PLAN LOWER LEVEL
A1.2	NORTH FLOOR PLAN UPPER LEVEL
A1.3	SOUTH WEST BLDG FLOOR PLAN TYPICAL FOR PROPOSED WEST BUILDING
A1.4	SOUTH EAST BLDG FLOOR PLAN TYPICAL FOR PROPOSED EAST BUILDING
AS.1	NORTH BUILDING ELEVATIONS & NOTES
AS.2	SOUTH WEST BUILDING ELEVATIONS & NOTES
AS.3	SOUTH EAST BUILDING ELEVATIONS & NOTES
5-ELECTRICAL	
E1.0	EXTERIOR PHOTOMETRIC LIGHTING PLAN
E2.0	LIGHTING CUT SHEETS
E2.1	LIGHTING CUT SHEETS

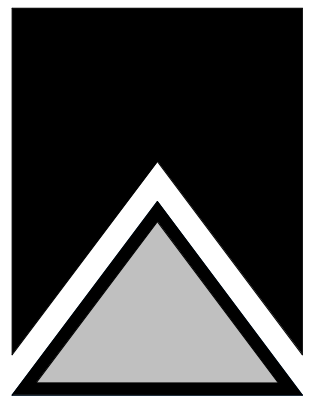


5 VICINITY MAP
3/4" = 1'-0"



SITE LOCATION MAP
SCALE: N.T.S.

BRIOHN



DESIGN GROUP
3885 N. BROOKFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53045-1960
(262) 790-0500 PHONE
(262) 790-0505 FAX

TITLE SHEET

SHEET TITLE

PROPOSED BUILDING:
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

JOB: 3172
DRAWN: CK
CHECKED: DF / KJ
DATE: 10/31/2019

SHEET:
T1.1

NOTE:
ALL MECHANICAL, ELECTRICAL,
PLUMBING AND FIRE SPRINKLER
ENGINEERING BY DESIGN-BUILD
CONTRACTORS

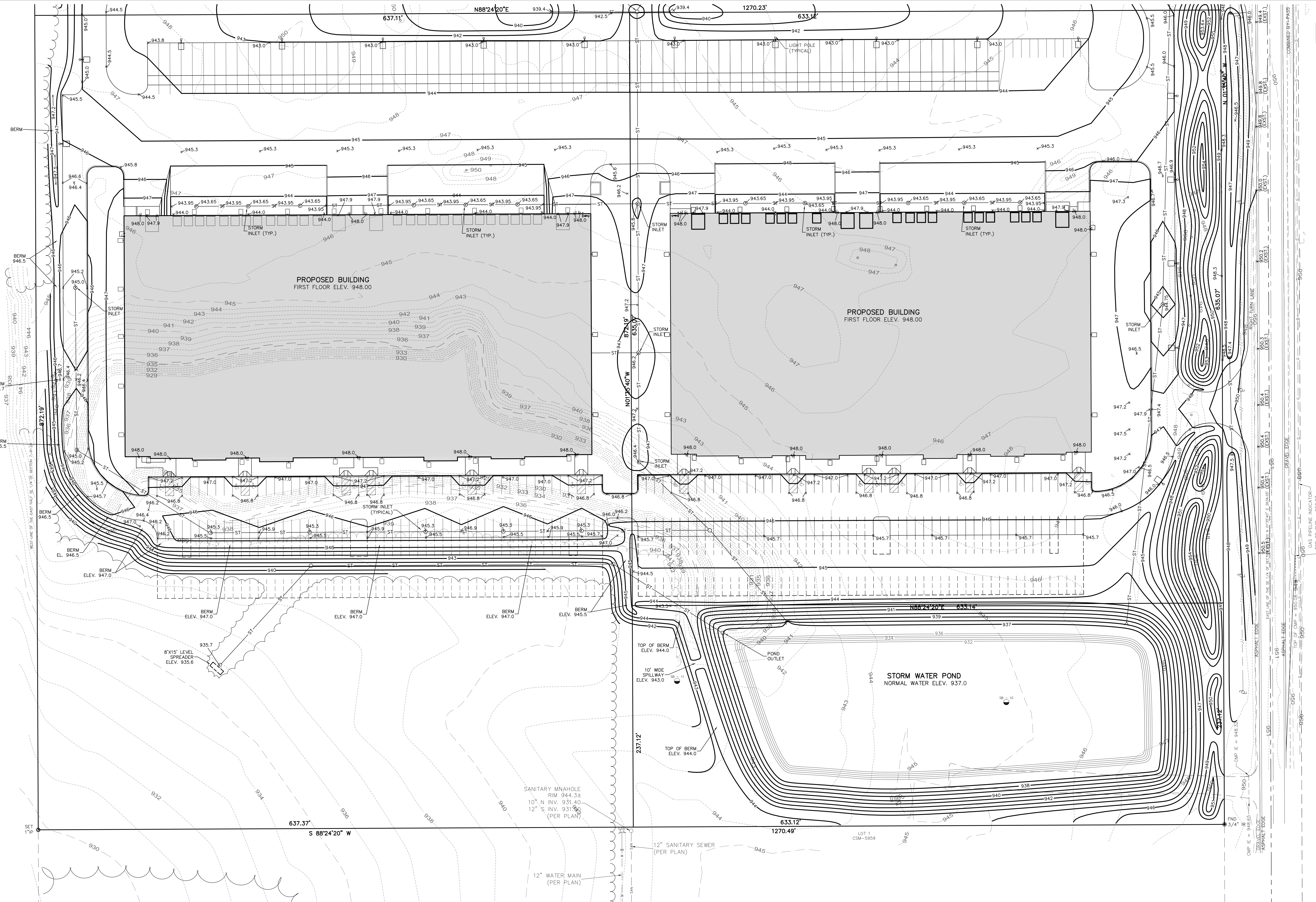


DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN

GOLDENDALE RD (C.T.H. Y)

CJE NO.: CJE1928-02R3
OCTOBER 31, 2019

C1.2
SHEET 4 OF 12

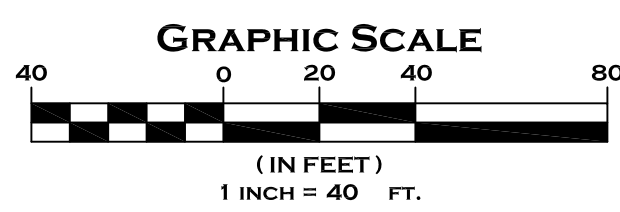


LEGEND

--- 943 --- EXISTING CONTOUR
--- 946 --- PROPOSED CONTOUR
x 942.5 PROPOSED ELEVATION
--- ST --- PROPOSED STORM SEWER

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

NOTE:
1. TOTAL DISTURBED AREA = 41.11 ACRES
2. SPOT GRADES ALONG THE CURB ARE AT THE BOTTOM OF THE CURB.

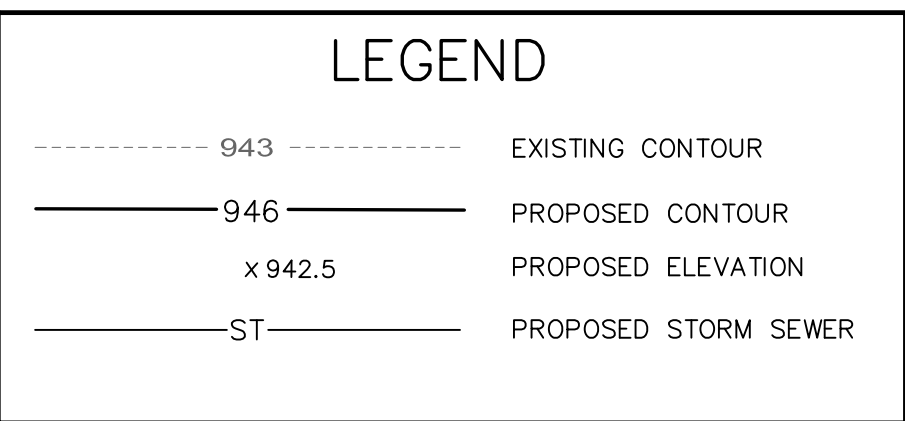


SITE GRADING PLAN

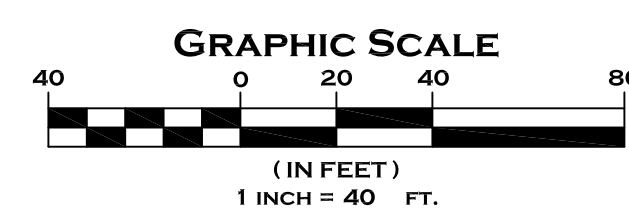
GERMANTOWN, WISCONSIN

C1.1

SHEET 3 OF 12



NOTE:
1. TOTAL DISTURBED AREA = 41.11 ACRES
2. SPOT GRADES ALONG THE CURB ARE AT THE BOTTOM OF THE CURB.



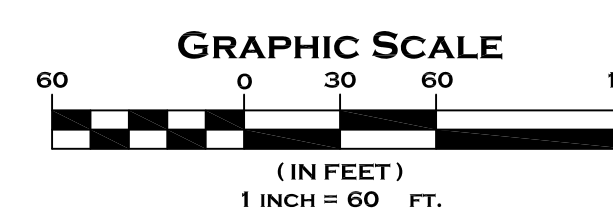
SITE GRADING PLAN

DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN

CJE NO.: CJE1928-02R3
OCTOBER 31, 2019

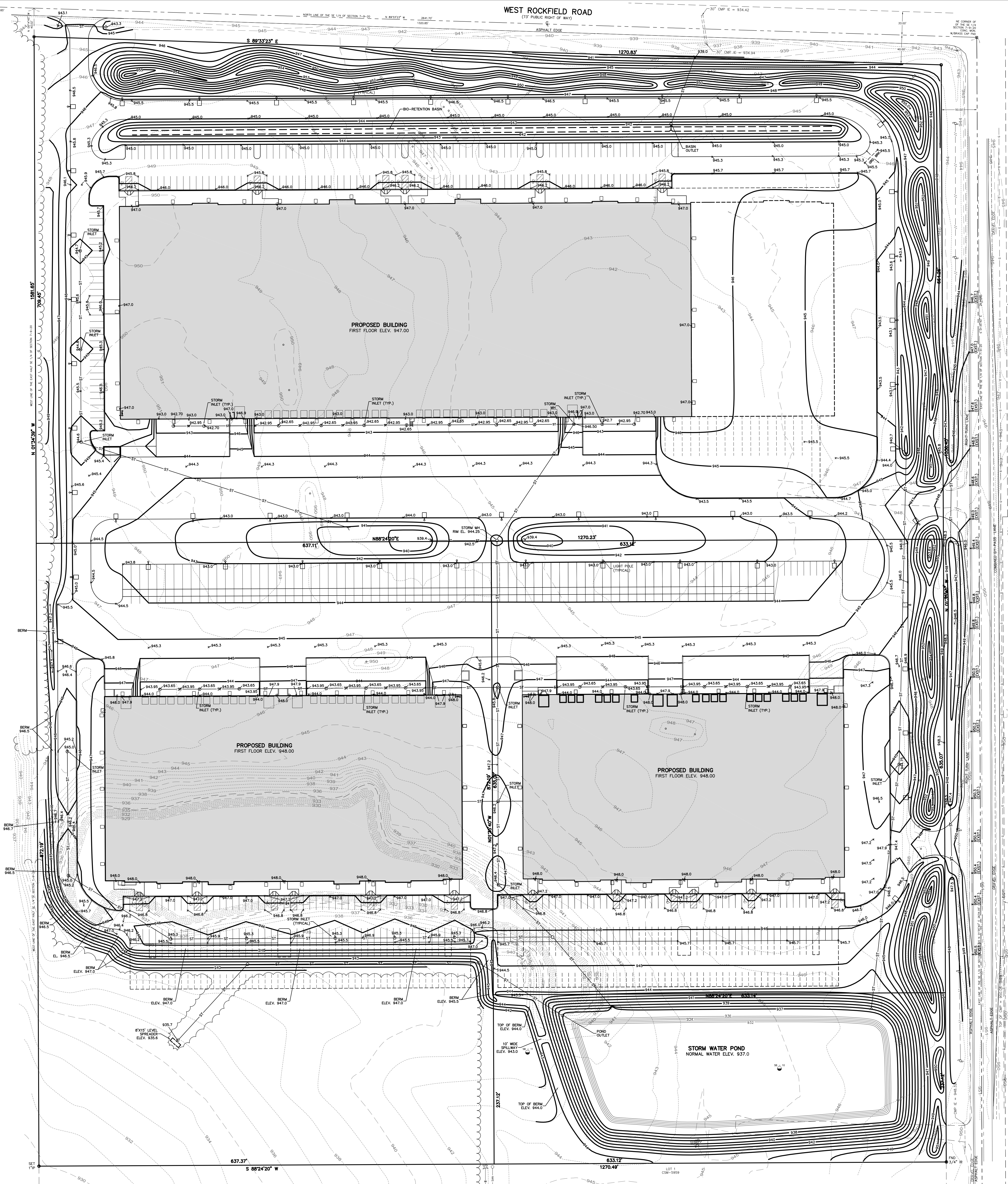
C1.0
SHEET 2 OF 12

SITE GRADING PLAN



GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WIDTH MARKS)

GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WIDTH MARKS)



- NOTE:
1. TOTAL DISTURBED AREA = 41.11 ACRES
2. SPOT GRADES ALONG THE CURB ARE AT THE BOTTOM OF THE CURB.

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DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

LEGEND

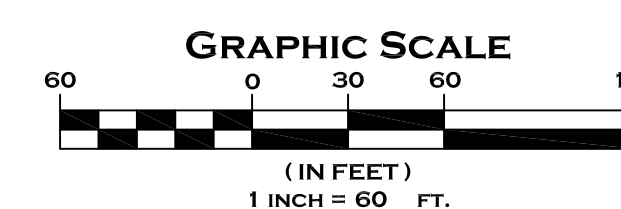
- | | |
|---------|----------------------|
| — 943 — | EXISTING CONTOUR |
| — 946 — | PROPOSED CONTOUR |
| x 942.5 | PROPOSED ELEVATION |
| — ST — | PROPOSED STORM SEWER |

DICKMAN MULTI-TENANT DEVELOPMENT

GERMANTOWN, WISCONSIN

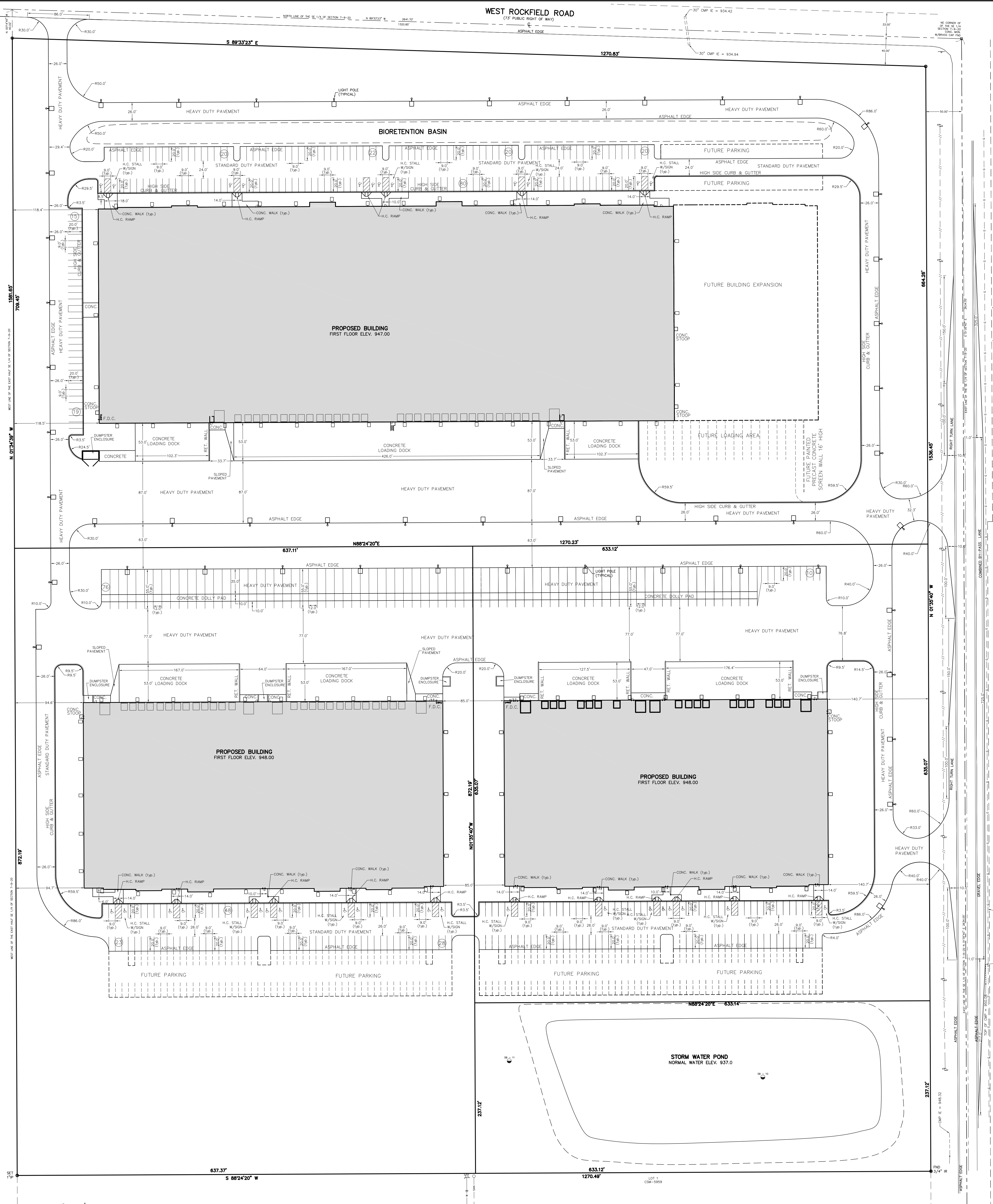
CJE NO.: CJE1928-02R3
OCTOBER 31, 2019

C0.0
SHEET 1 OF 12



GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WITH MARS)

GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WITH MARS)



- NOTE:
1. TOTAL DISTURBED AREA = 41.11 ACRES
2. SPOT GRADES ALONG THE CURB ARE AT THE BOTTOM OF THE CURB.

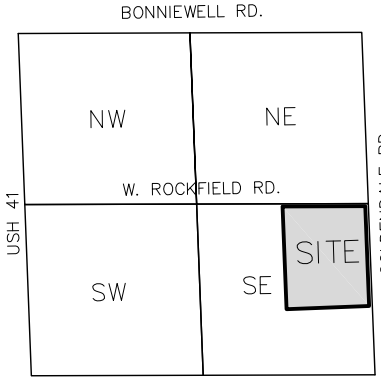
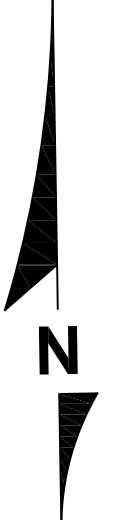
www.DiggersHotline.com



DICKMAN GERMANTOWN DEVELOPMENT
ROCKFIELD RD & GOLDENDALE RD GERMANTOWN, WI

CJE NO.: I928R0AL
JUNE 18, 2019
JULY 12, 2019

SVI.0
ALTA/NSPS SURVEY



LOCATION MAP
SEC. 7-9-20
NOT TO SCALE

LEGAL DESCRIPTIONS:

Lots Two (2), Three (3) and Four (4) of CERTIFIED SURVEY MAP NO. 5959, recorded in the Washington County Registry on October 20, 2005 in Volume 44 of Certified Survey Maps on pages 75-78, as Document No. 1106265, and as corrected by Affidavit of Correction, recorded in said Register's Office on January 12, 2005, as Document No. 1115133 and being part of the Northeast 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southeast 1/4, Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

(Tax Key No. GTNV 074988).
(Tax Key No. GTNV 074989).
(Tax Key No. GTNV 074990).

CONTAINING: 1,980,404 SQUARE FEET OR 45.4638 ACRES.

SCHEDULE B-II EXCEPTIONS:

- ⑧ Restrictions, Conditions, Covenants, Easements and Notes contained in Certified Survey Map No. 5959, recorded in the Washington County Registry on October 20, 2005, in Volume 44 of Certified Survey Maps on pages 75-78, as Document No. 1106265, and as corrected by Affidavit of Correction, recorded in said Register's Office on January 12, 2005, as Document No. 1115133.
- AS SHOWN ON SURVEY

GENERAL NOTES:

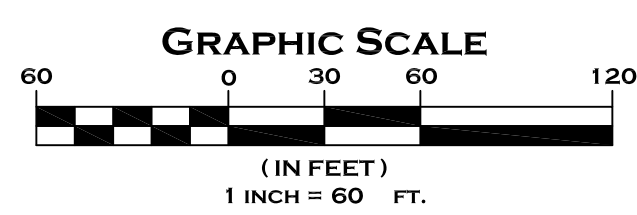
1. LEGAL DESCRIPTION FROM AND EASEMENT INFORMATION FROM FIRST AMERICA TITLE INSURANCE COMPANY COMMITMENT WB 83403, DATED MARCH 21, 2019.
2. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55079C0008E, WITH A DATE OF IDENTIFICATION OF 9/26/2008 AND FLOOD INSURANCE RATE MAP NO. 55079C00016E, WITH A DATE OF IDENTIFICATION OF 9/26/2008, IN COMMUNITY NO. 550278, CITY OF MILWAUKEE, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
4. PROJECT/SITE BENCHMARK - SEWRPC REFERENCE BENCHMARK FOUND 42.53 FEET NORTHWESTERLY OF CONCRETE MONUMENT WITH BRASS CAP FOUND AT THE NORTHEAST CORNER OF SECTION 7-9-20, RR SPIKE FND IN THE NE FACE OF PP NO. 01-03616 AT GRADE. ELEVATION = 943.643.
5. ELEVATIONS BASED ON INFORMATION FROM SEWRPC AND ARE AT NGVD 1929 DATUM.
6. EVIDENCE OF RECENT CONSTRUCTION OR EARTH MOVING WORK, AS NOTED ON SURVEY.
7. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR CHANGES IN THE STREET RIGHT-OF-WAY LINES.

To: Central Land Company, LLC, GGWW, LLC and First American Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 8, 11(b), 13, 16, 17 and 20 of Table A thereof. The field work was completed on May 30, 2019.

Date of Plat or Map: June 18, 2019

Christopher A. Jackson
Christopher A. Jackson
Registered Land Surveyor S-2851



LEGEND	
— SAN —	SANITARY SEWER
— ST —	STORM SEWER
— W —	WATER MAIN
— G —	BURIED GAS LINE
— TEL —	BURIED TELEPHONE LINE
— E —	BURIED ELECTRIC LINE
— FO —	BURIED FIBER OPTIC LINE
— CATV —	BURIED CABLE TELEVISION LINES
— COMB —	COMBINATION SEWER
— WOOD FENCE —	WOOD FENCE
— EDGE OF TREES AND BRUSH —	EDGE OF TREES AND BRUSH
— DOOR SILL ELEVATION —	DOOR SILL ELEVATION
— FIRE DEPARTMENT CONNECTION —	FIRE DEPARTMENT CONNECTION
— ELECTRIC TRANSFORMER —	ELECTRIC TRANSFORMER
— ELECTRIC METER —	ELECTRIC METER
— ELECTRIC PEDestal —	ELECTRIC PEDestal
— ELECTRIC BOX AT GRADE —	ELECTRIC BOX AT GRADE
— TELEPHONE BOX AT GRADE —	TELEPHONE BOX AT GRADE
— TELEPHONE PEDestal —	TELEPHONE PEDestal
— GAS METER —	GAS METER
— AIR CONDITIONER —	AIR CONDITIONER
— UTILITY POLE —	UTILITY POLE
— WOOD SIGN —	WOOD SIGN
— METAL SIGN —	METAL SIGN
— FLAG POLE —	FLAG POLE
— BOLLARD —	BOLLARD
— ROLL-UP LIGHT —	ROLL-UP LIGHT
— YARD LIGHT —	YARD LIGHT
— METAL LIGHT POLE —	METAL LIGHT POLE
— CONCRETE LIGHT POLE —	CONCRETE LIGHT POLE
— WOOD LIGHT POLE —	WOOD LIGHT POLE
— MAIL BOX —	MAIL BOX
— FIBER OPTIC MARKER —	FIBER OPTIC MARKER
— GUY WIRE —	GUY WIRE
— HYDRANT —	HYDRANT
— WATER VALVE —	WATER VALVE
— GAS VALVE —	GAS VALVE
— MANHOLE —	MANHOLE
— STORM MANHOLE —	STORM MANHOLE
— CURB INLET —	CURB INLET





1 SOUTH WEST BUILDING - VIEW OF SOUTH WEST CORNER LOOKING NORTH / NORTH EAST
NO SCALE



2 SOUTH EAST BUILDING - VIEW OF SOUTH EAST CORNER LOOKING NORTH / NORTH WEST
NO SCALE



3 SOUTH WEST BUILDING - VIEW OF SOUTH WEST CORNER LOOKING NORTH / NORTH EAST
NO SCALE



4 SOUTH EAST BUILDING - VIEW OF SOUTH EAST CORNER LOOKING NORTH / NORTH WEST
NO SCALE



1 NORTH BUILDING - VIEW OF NORTH WEST CORNER LOOKING SOUTH / SOUTH EAST
NO SCALE



2 NORTH BUILDING - VIEW OF NORTH EAST CORNER LOOKING SOUTH WEST
NO SCALE



3 NORTH BUILDING - VIEW OF NORTH EAST CORNER LOOKING SOUTH WEST
NO SCALE



4 NORTH BUILDING - VIEW OF EAST WALL LOOKING WEST
NO SCALE

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DO IN WISCONSIN

DIGGERS HOTLINE

CALL DIGGERS HOTLINE
811 or 1-800-242-8811
NEED AREA 248-181
WS STATUTE 182.07(2)(1974)
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE

Zoning Classification: Industrial

Site Landscaping Requirements

Street trees shall be planted or payment in lieu of

planting for developed and/or subdivided lands.

All yards sodded or seeded on at least 4" of topsoil.

	North Site	South Site
LF of Rockfield Rd. Frontage:	1,271 LF	0 LF
Street Trees Shown:	25 Trees	0 Trees

LF of Goldendale Rd. Frontage:	664 LF	872 LF
Street Trees Shown:	17 Trees	26 Trees

Parking Lot Landscaping

A minimum of 5% of the parking lot area to be

landscaped. At a rate of 1 tree (2" cal.) per 10 spaces.

Perimeter screening shall be provided of at least 5' wide.

Evergreens shall be used adjacent to other lots.

	North Site	South Site
Area of Parking Lot:	55,020 SF	120,686 SF
Percent of Landscape Area:	5.0%	5.0%
Required Landscape Area:	2,751.0 SF	6,034.3 SF
Landscape Area Shown:	3,387.0 SF	6,875.0 SF

Number of Parking Spaces:	196 Spaces	198 Spaces
Required Number of Trees:	19.6 Trees	19.8 Trees
Number of Trees Shown:	25 Trees	20 Trees

CARDNO / JF New, Inc. www.cardnofnew.com 128 Summit Drive Walkerton, Indiana 46574 Ph: 574-586-3400	6140 Cottonwood Road Suite A Fitchburg, Wisconsin 53719 Ph: 608-661-2965	6605 Steger Road Suite A Monee, Illinois 60449 Ph: 708-534-3450
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Stormwater Seed Mix

For Use on Stormwater Management Ponds (SMP) side slopes to Normal Water Line (NWL)

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges/Rushes:		
<i>Carex cristatella</i>	Crested Oval Sedge	1.00
<i>Carex frankii</i>	Bristly Cattail Sedge	1.00
<i>Carex lurida</i>	Bottlebrush Sedge	2.00
<i>Carex sparganioides</i> v. <i>cephaloides</i>	Rough-Clustered Sedge	2.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	6.00
<i>Eleocharis ovata</i>	Blunt Spike Rush	0.50
<i>Elymus virginicus</i>	Virginia Wild Rye	12.00
<i>Glyceria striata</i>	Fowl Manna Grass	1.25
<i>Juncus effusus</i>	Common Rush	1.00
<i>Juncus torreyi</i>	Torrey's Rush	0.25
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	1.00
<i>Scirpus cyperinus</i>	Scirpus cyperinus	0.50
<i>Scirpus fluviatilis</i>	River Bulrush	0.25
<i>Scirpus validus</i>	Great Bulrush	6.00
Total		45.75

Temporary Cover:

<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	116.00
Total		476.00

Forbs:

<i>Alisma</i> spp.	Water Plantain (Various Mix)	4.25
<i>Asclepias incarnata</i>	Swamp Milkweed	1.50
<i>Bidens</i> spp.	Bidens (Various Mix)	2.00
<i>Helenium autumnale</i>	Sneezeweed	3.00
<i>Mimulus ringens</i>	Monkey Flower	1.00
<i>Penthorum sedoides</i>	Ditch Stonewort	0.50
<i>Polygonum pensylvanicum</i>	Pinkweed	4.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Sagittaria latifolia</i>	Broad-Leaf Arrowhead	1.00
<i>Senna hebecarpa</i>	Wild Senna	1.00
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00
Total		21.25

Approximate area of coverage:

Total area (SF) of coverage surrounding SWM ponds:	37,610
Total area (acres) of coverage surrounding SWM ponds:	0.86

CODE REQUIREMENTS STORMWATER SEED MIX: NORTH SITE

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CALIPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			

Proposed Landscape Materials

SHADE TREES (DECIDUOUS)

ARM	2	Acer xfreemanii 'Armstrong'	Armstrong Red Maple	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
ABM	5	Acer xfreemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
CH	1	Celtis occidentalis	Common Hackberry	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
PPH	6	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
SHL	3	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
AGM	2	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
SWO	4	Quercus bicolor	Swamp White Oak	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
GSL	7	Tilia cordata 'Greenspire'	Greenspire Linden	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
VFE	5	Ulmus americana 'Valley Forge'	Valley Forge American Elm	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CALIPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
ORNAMENTAL TREES (DECIDUOUS)						
TCH	26	Crataegus crus-galli 'Inermis'	Thornless Cockspur Hawthorn	7-8"	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance
AFC	10	Malus x 'Adams'	Adams Flowering Crabapple	7-8"	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance
RJFC	9	Malus x 'Jewelcole'	Red Jewel Flowering Crabapple	7-8"	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance
JTL	21	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	7-8"	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
EVERGREEN TREES						
CF	36	Abies concolor	Concolor Fir	8'	B&B	Evenly shaped tree with branching to the ground
NS	78	Picea abies	Norway Spruce	8'	B&B	Evenly shaped tree with branching to the ground
BHS	53	Picea glauca 'densata'	Black Hills Spruce	8'	B&B	Evenly shaped tree with branching to the ground

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/ CONT.	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
EVERGREEN SHRUBS						
SGJ	40	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" w	Cont.	Full rounded well branched shrub
GSI	8	Juniperus chinensis sargentii 'Viridis'	Green Sargent Juniper	#5	Cont.	Full rounded well branched shrub

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/ CONT.	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
DECIDUOUS SHRUBS						
GD	14	Cornus racemosa	Gray Dogwood	48"	Cont.	Full, well rooted plant, evenly shaped
CRD	38	Cornus sericea 'Cardinal'	Cardinal Redtwig Dogwood	48"	Cont.	Full, well rooted plant, evenly shaped
CW	31	Hamamelis virginiana	Common Witchhazel	48"	B&B	Full, well rounded plant with moist rootball and healthy appearance
TA	28	Hydrangea paniculata 'Tardiva'	Tardiva Hydrangea	48"	Cont.	Full, well rooted plant, evenly shaped
MKL	31	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	24"	Cont.	Full, well rooted plant, evenly shaped
MV	60	Viburnum lantana 'Mohican'	Mohican Viburnum	48"	B&B	Full, well rounded plant with moist rootball and healthy appearance

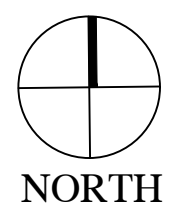
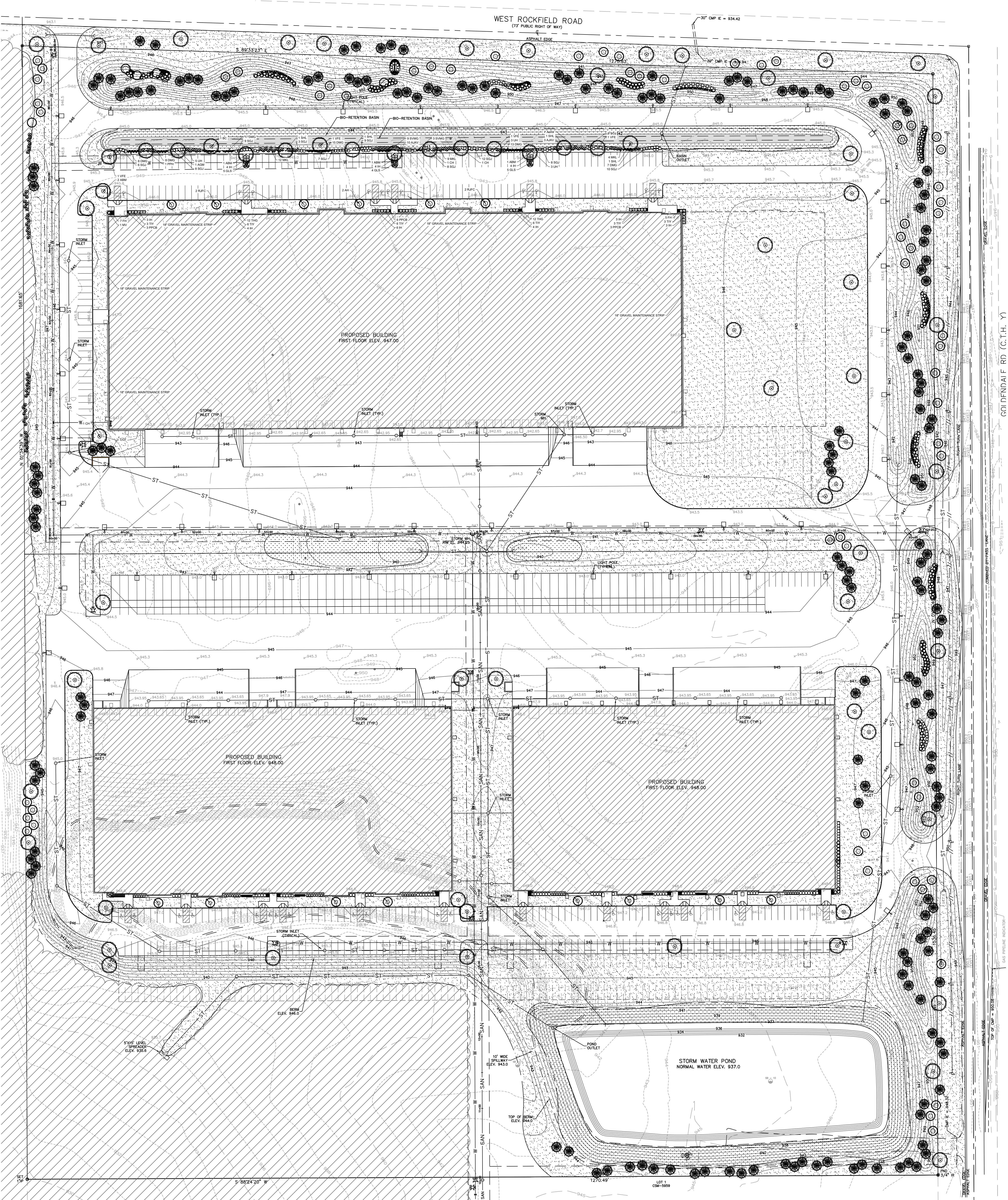
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
ORNAMENTAL GRASSES						
KFRG	258	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	Cont.	Full, well rooted plant

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
HERBACEOUS PERENNIALS						
HRO	21	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped

Hardscape Materials		Shredded Hardwood Mulch (3" depth)	Area: 16,650 SF	CY	Bark Mulch; apply Preemergent after installation of mulch
154		Soil Amendments (2" depth)	Area: 16,650 SF	CY	
102		Pulverized Topsoil (2" over bed areas)	Area: 16,650 SF	CY	

*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan- including the graphics and notations depicted therein- shall govern.

PLANT & MATERIAL SCHEDULE: PERIMETER SCREENING



OVERALL LANDSCAPE PLAN

Scale: 1" = 60'0"

OVERALL LANDSCAPE PLAN

SHEET TITLE

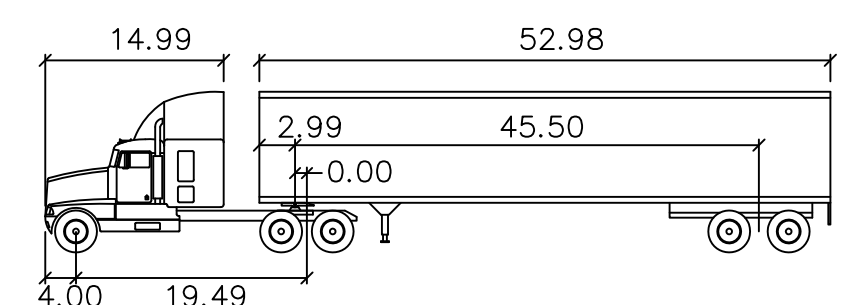
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

PROPOSED BUILDINGS:

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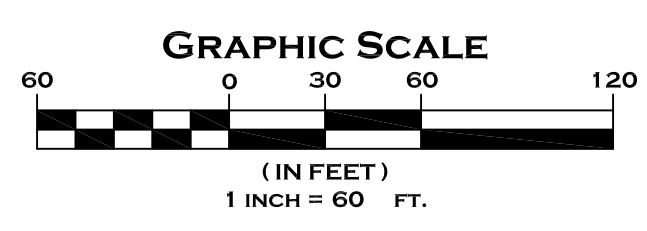


DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN



WB-67 DIMENSIONS - NOT TO SCALE

Tractor Width	8.01	Lock to Lock Time	6.0 s
Trailer Width	8.50	Articulating Angle	28.4 deg
Tractor Track	8.01		
Trailer Track	8.50		



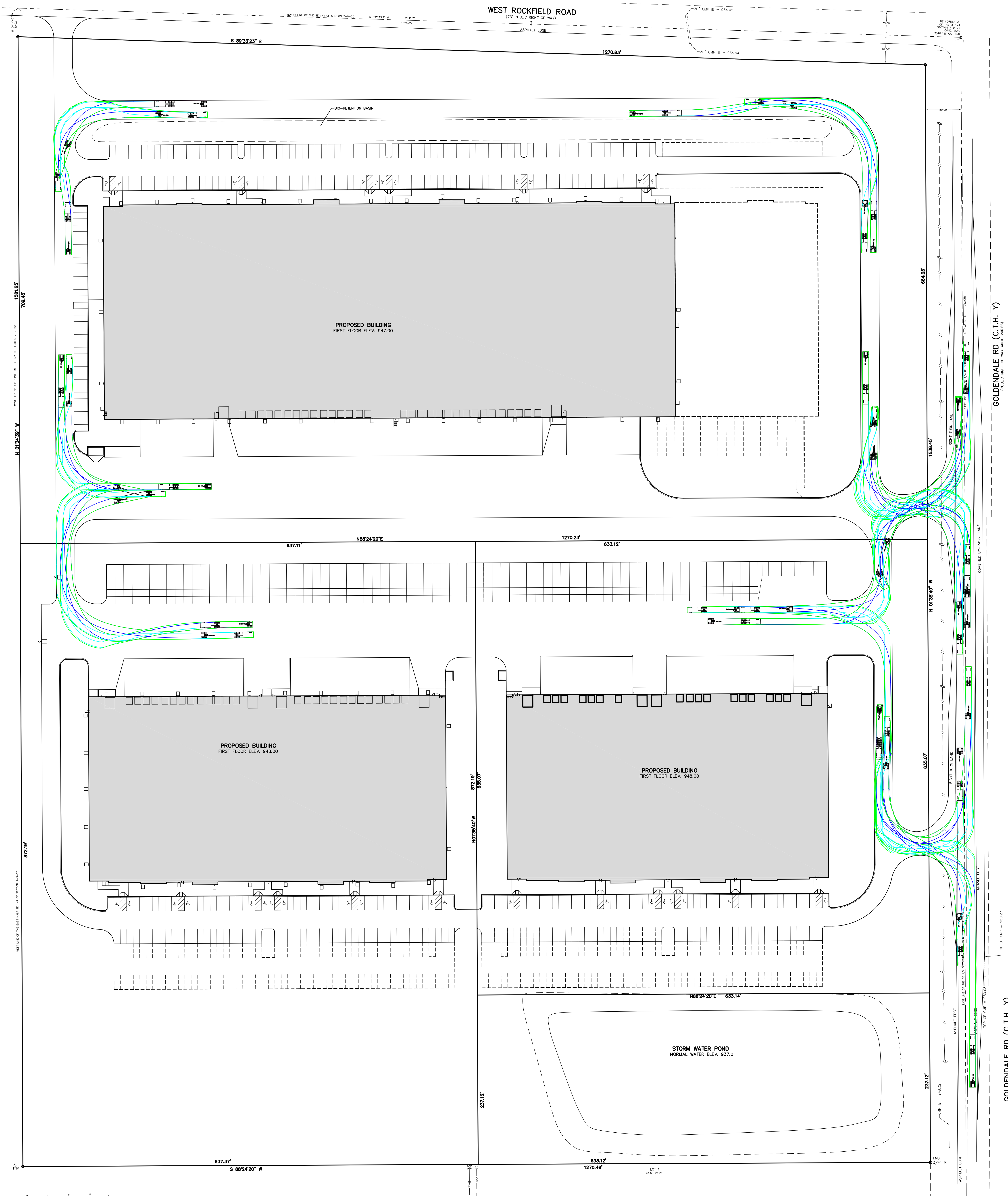
WB-67
SITE TRUCK ACCESS EXHIBIT

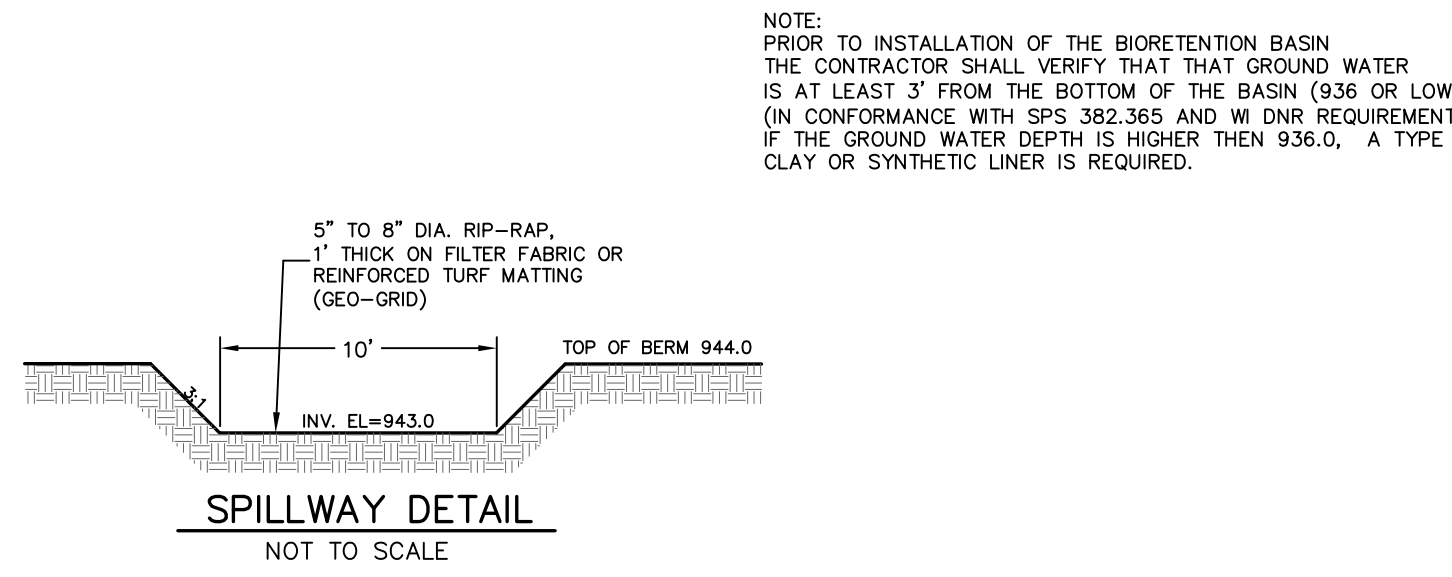
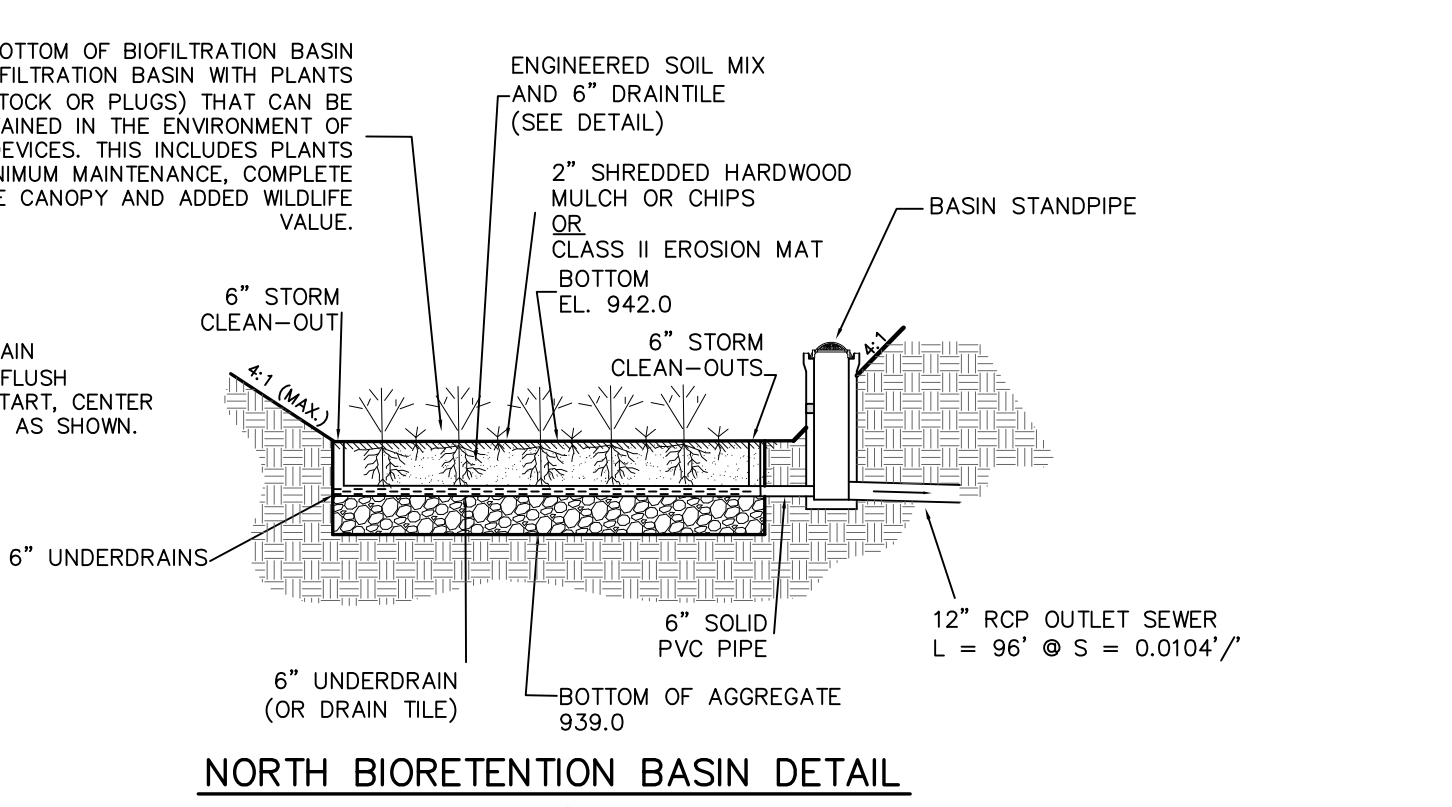
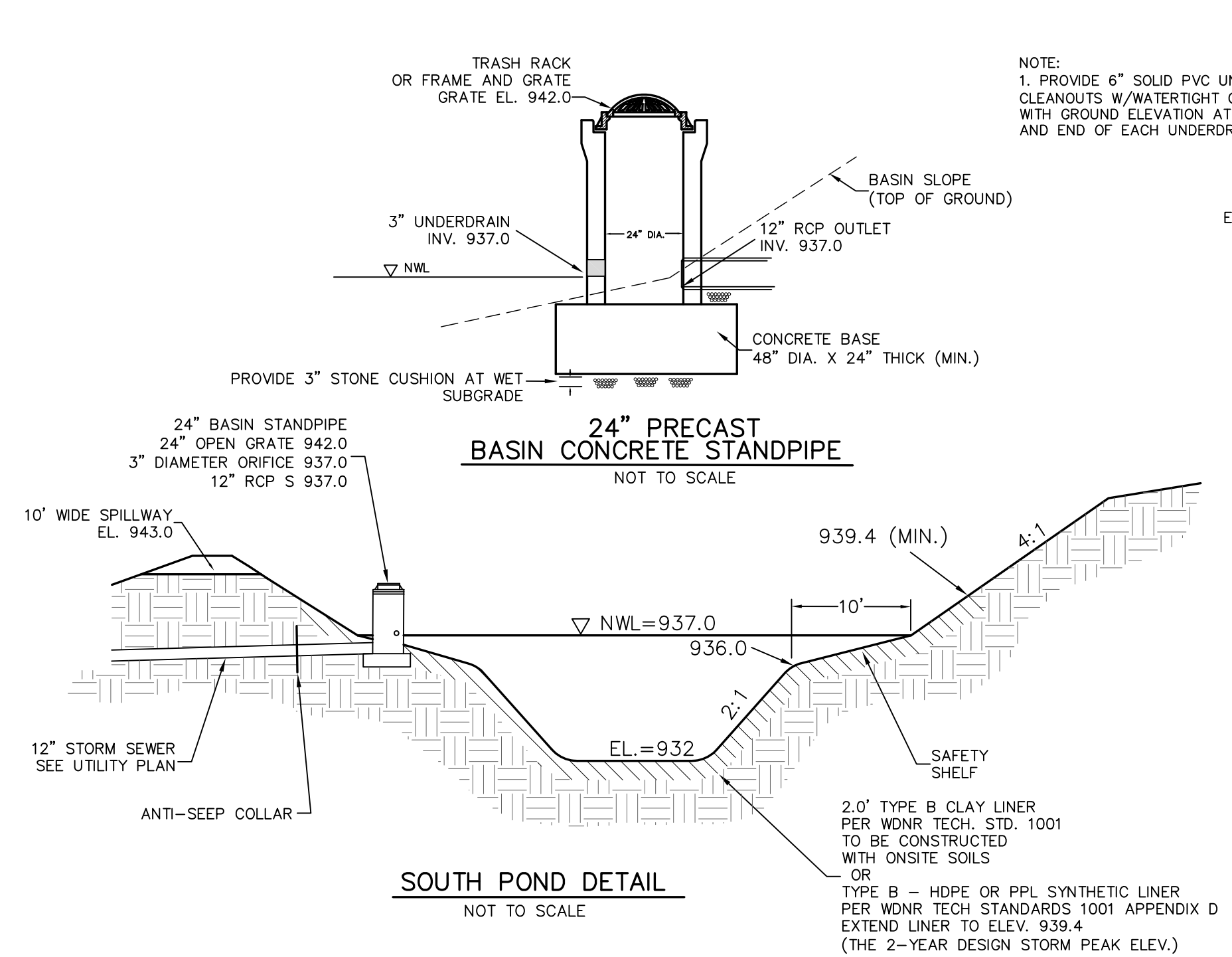
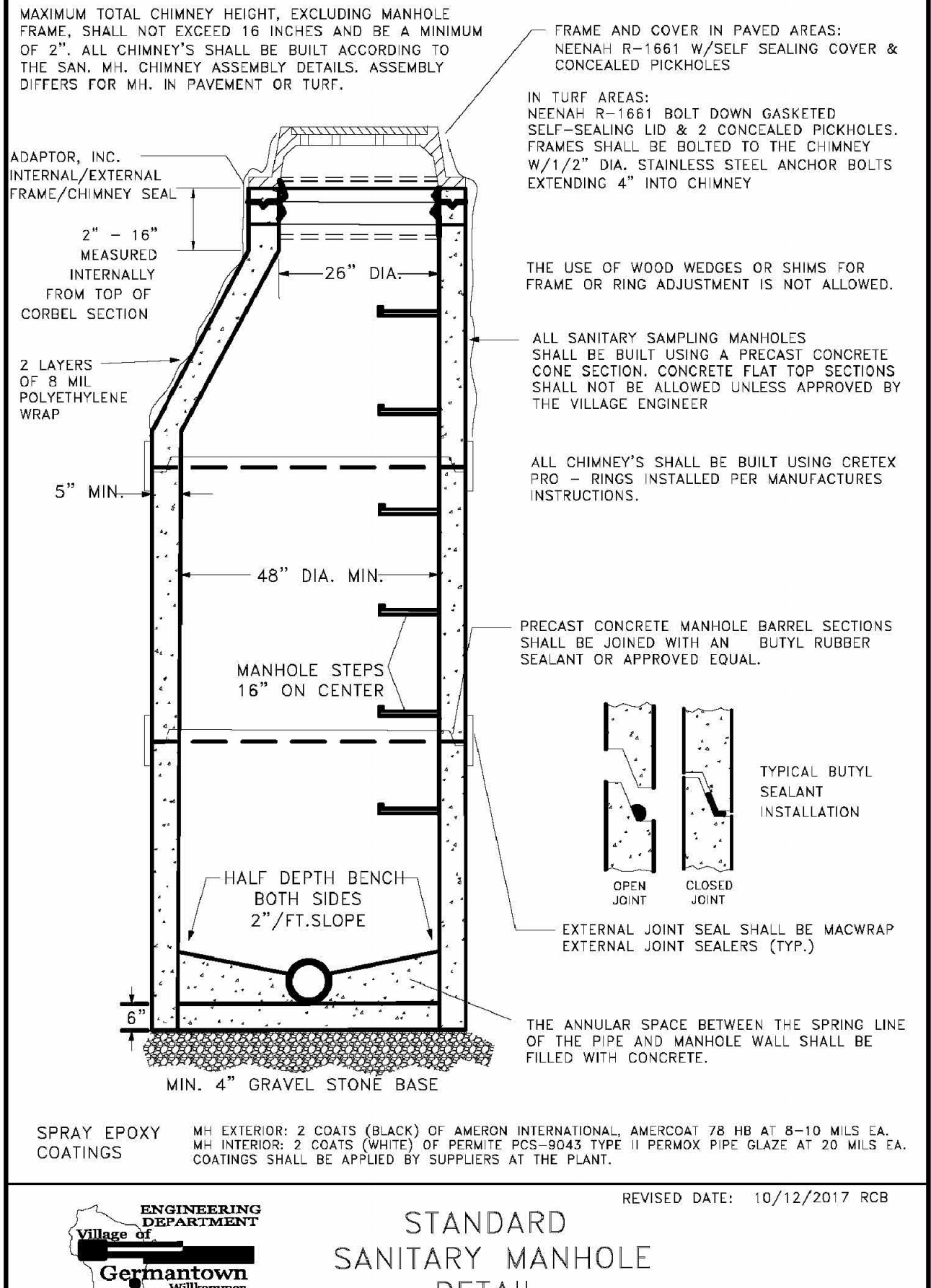
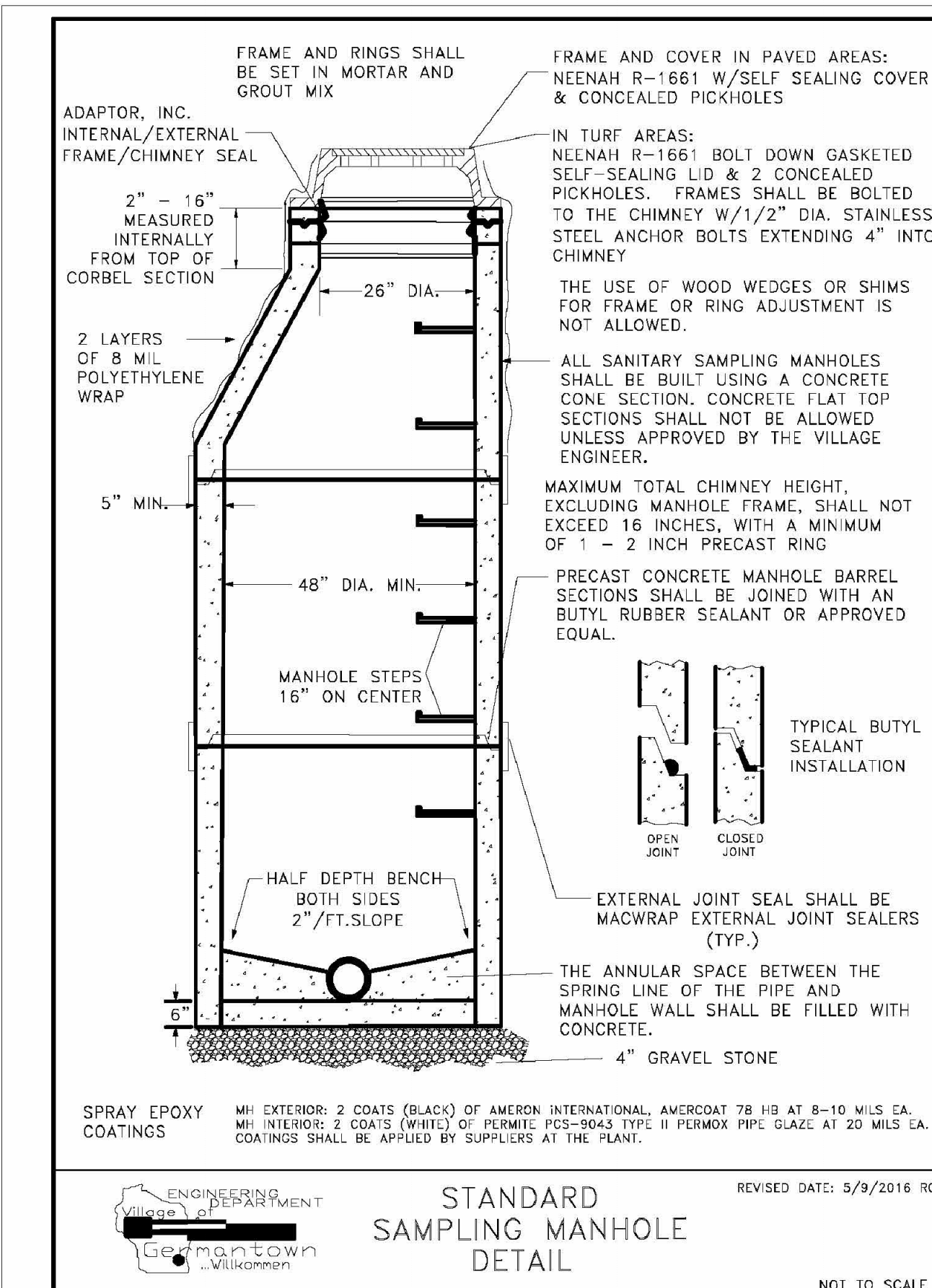
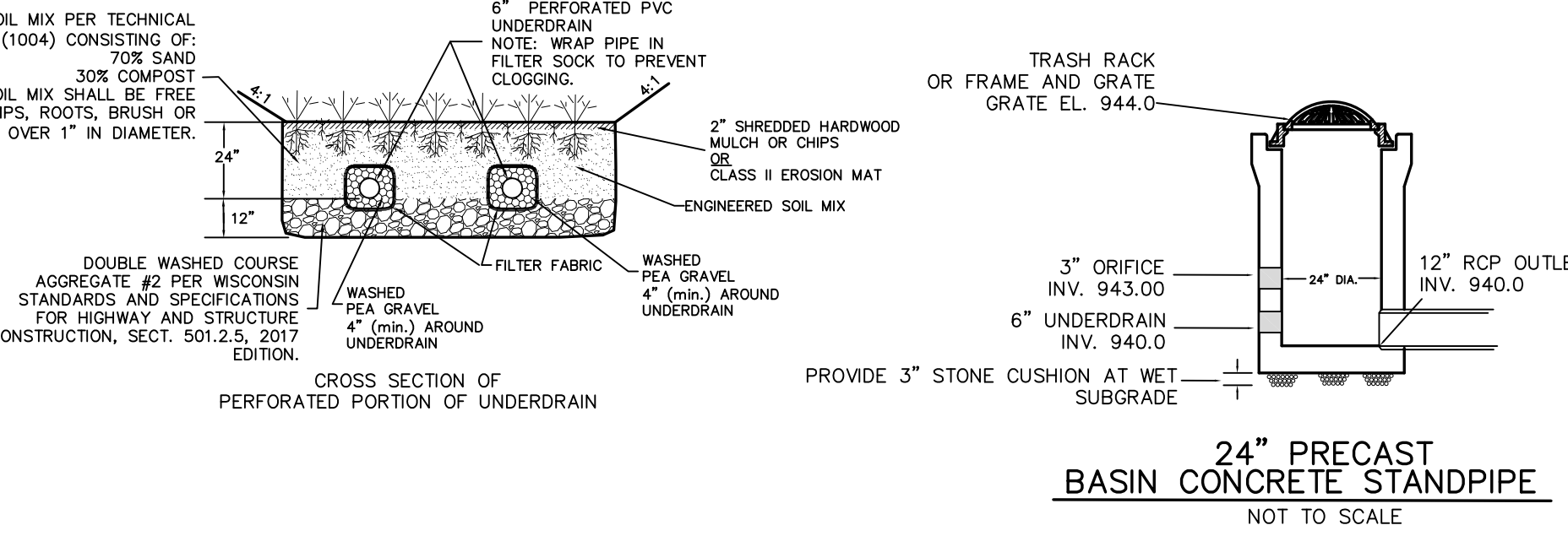
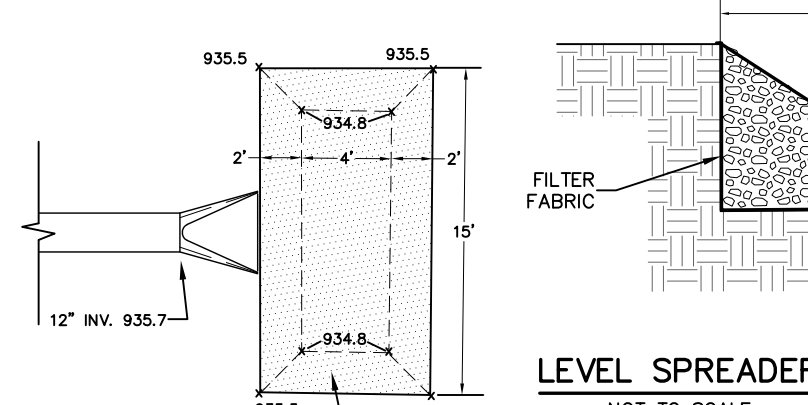
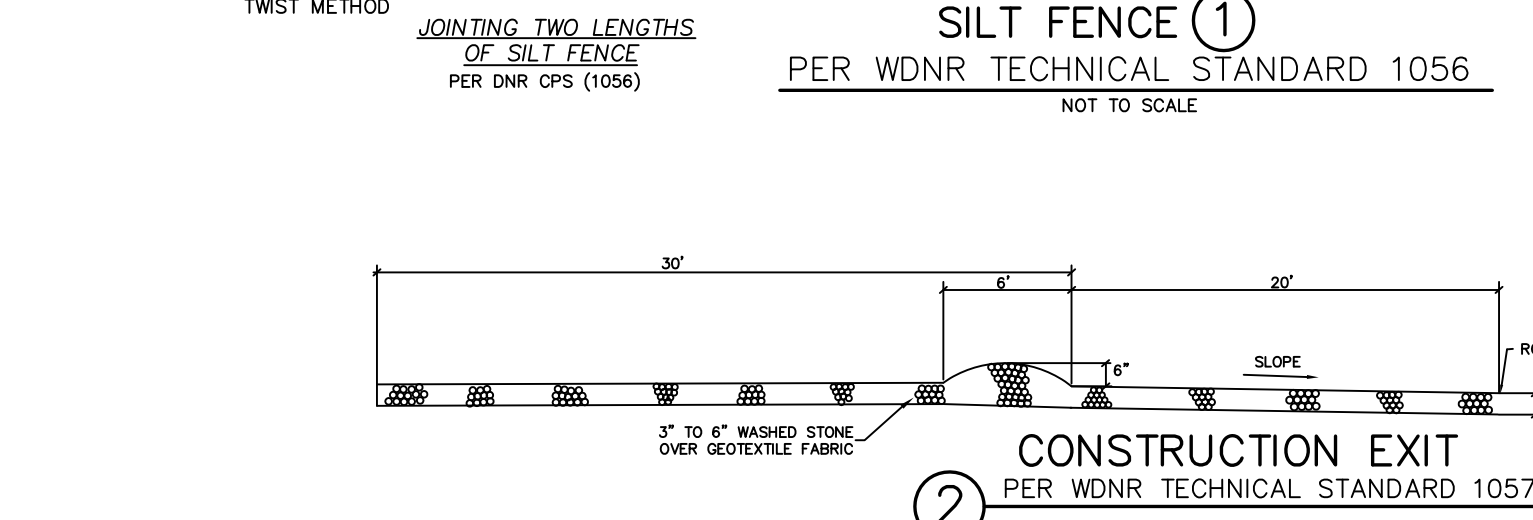
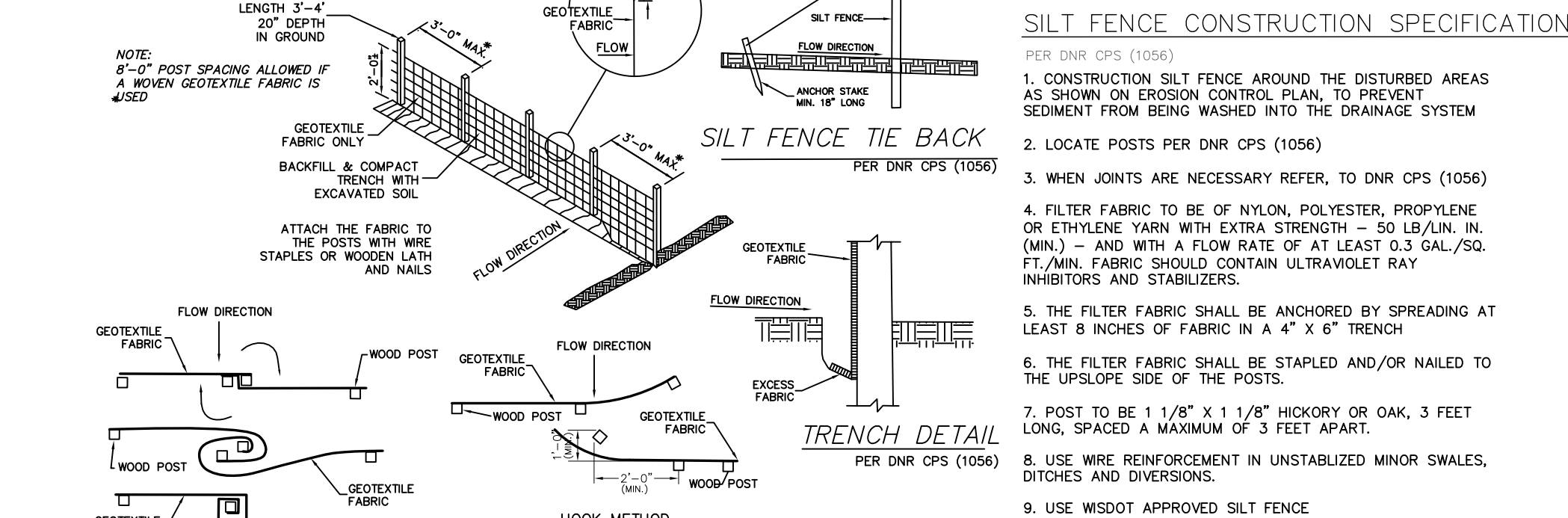
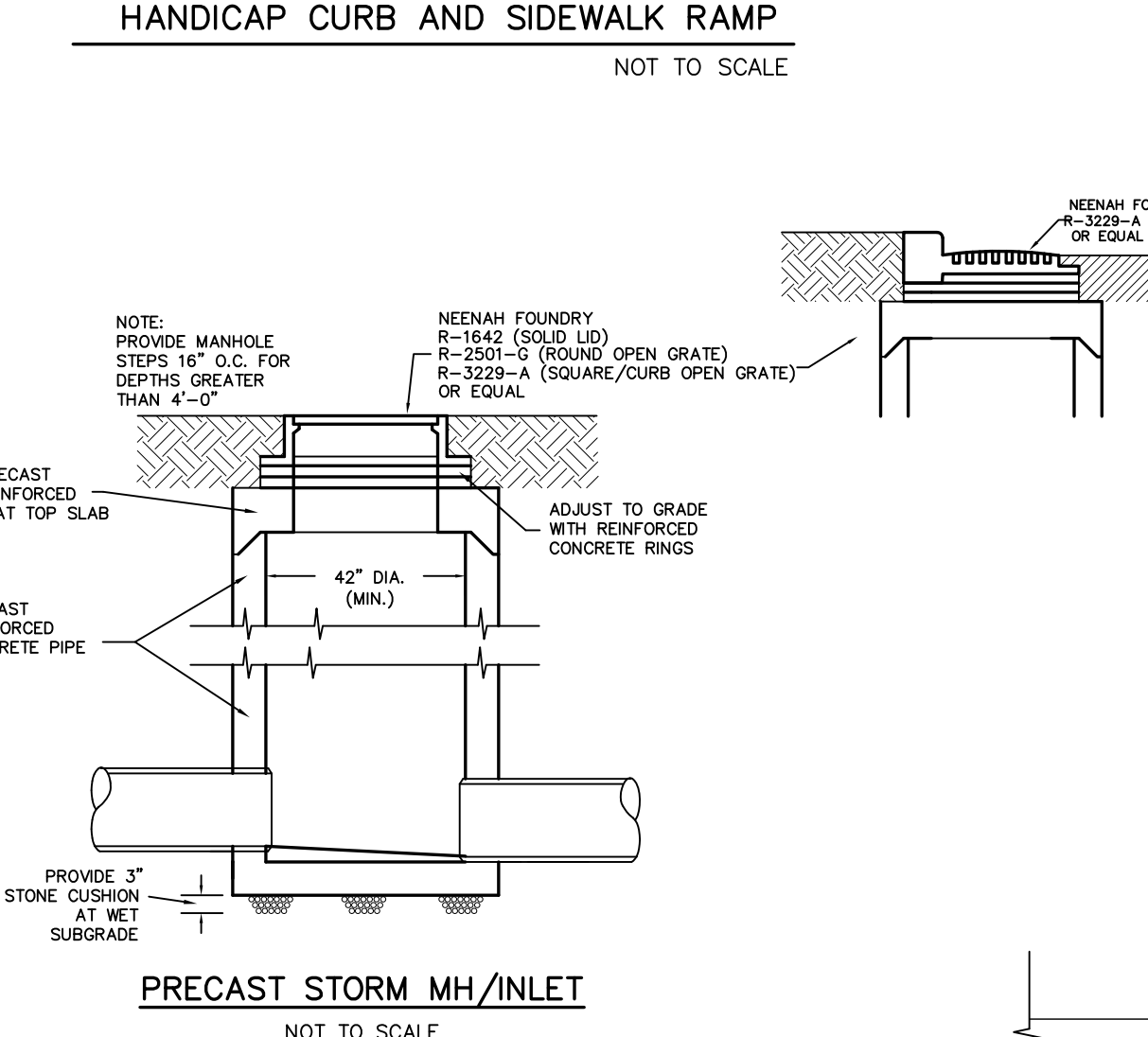
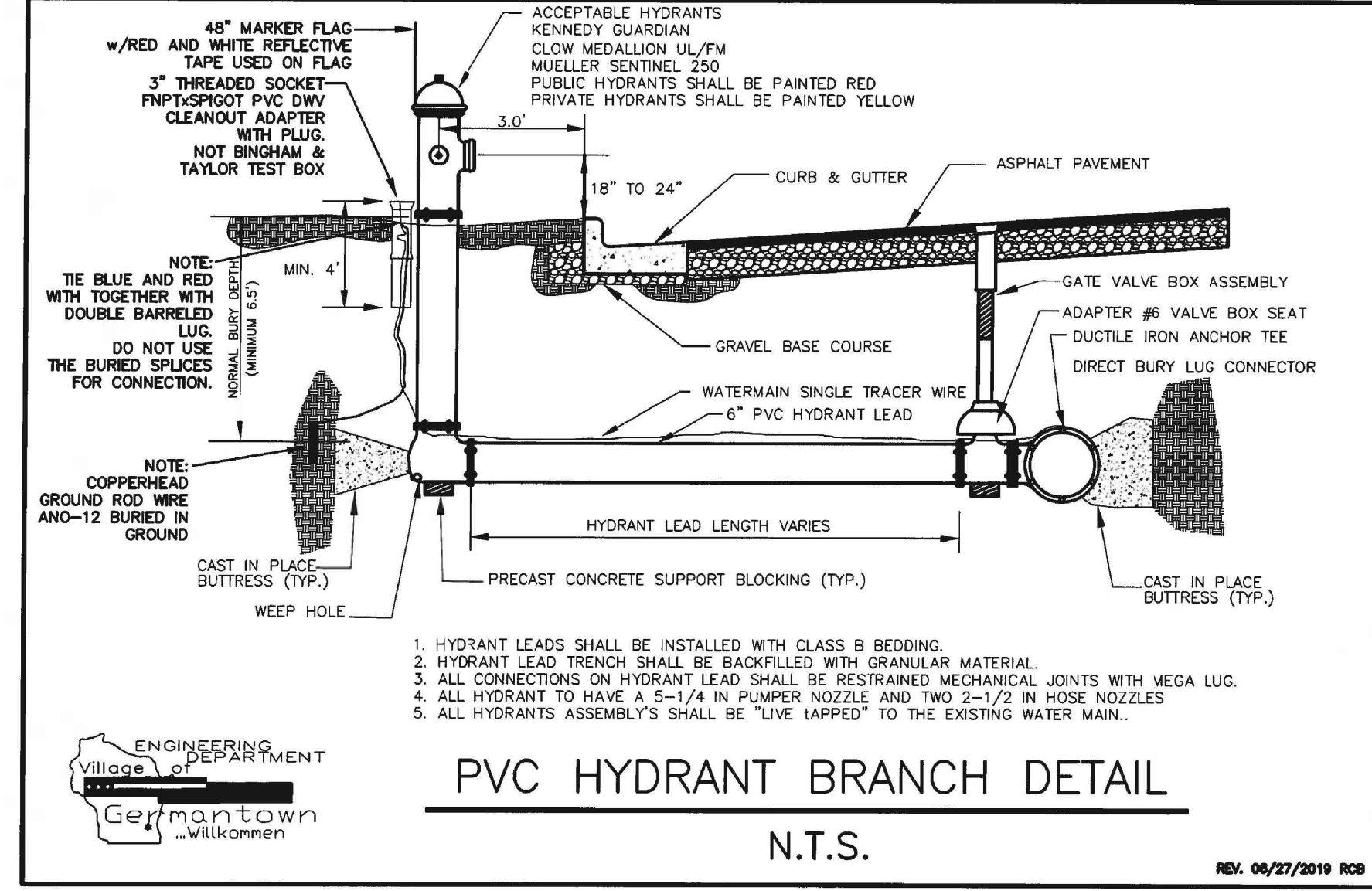
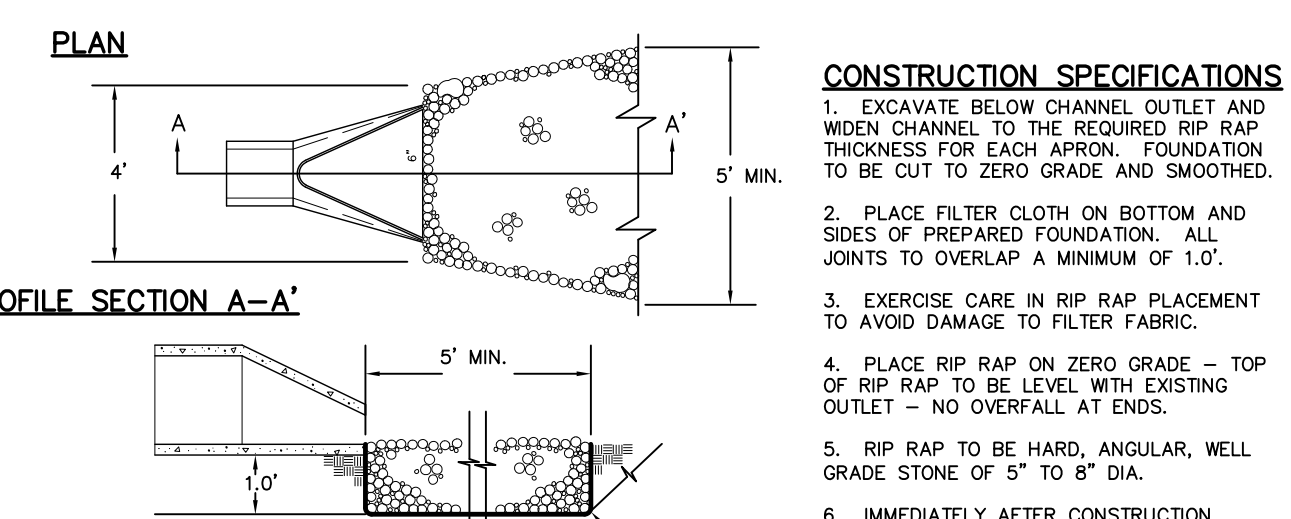
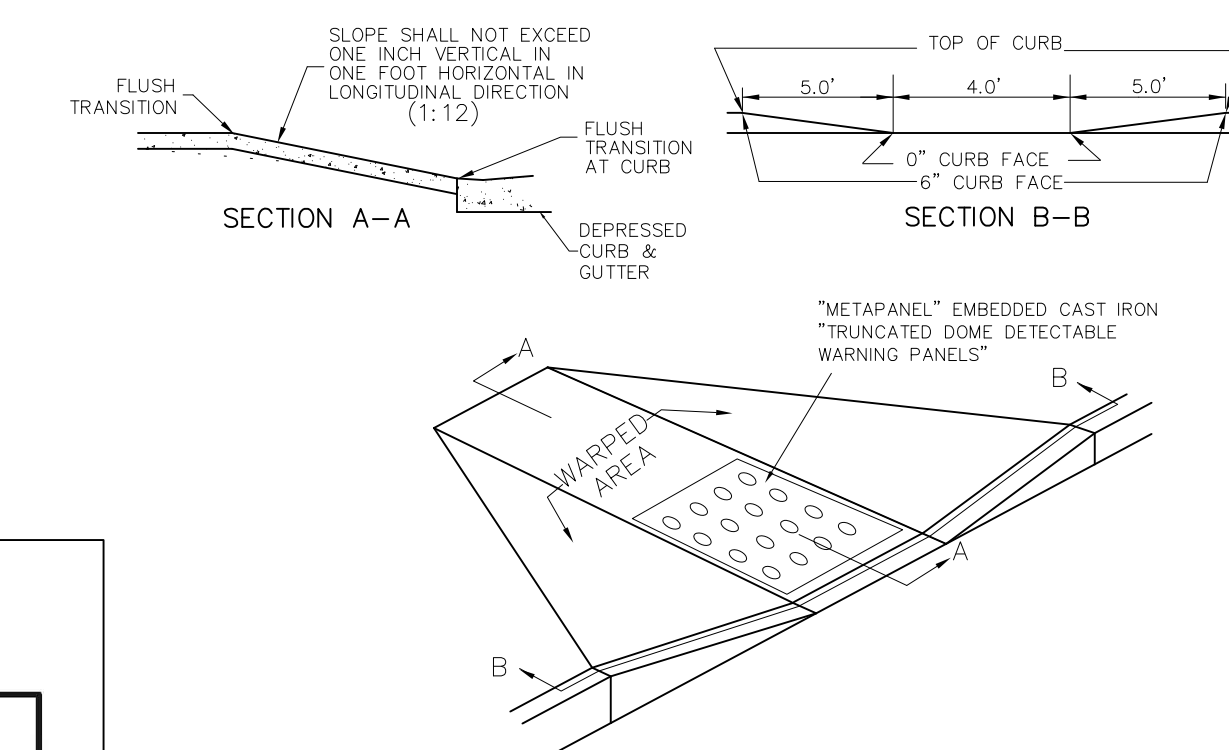
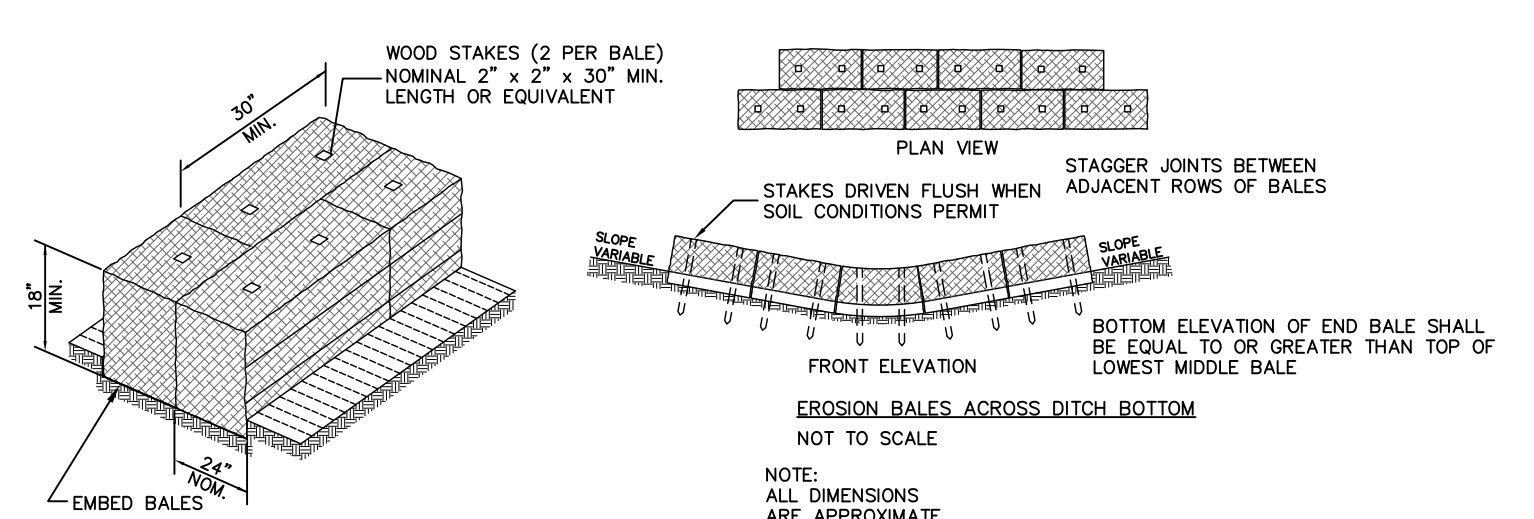
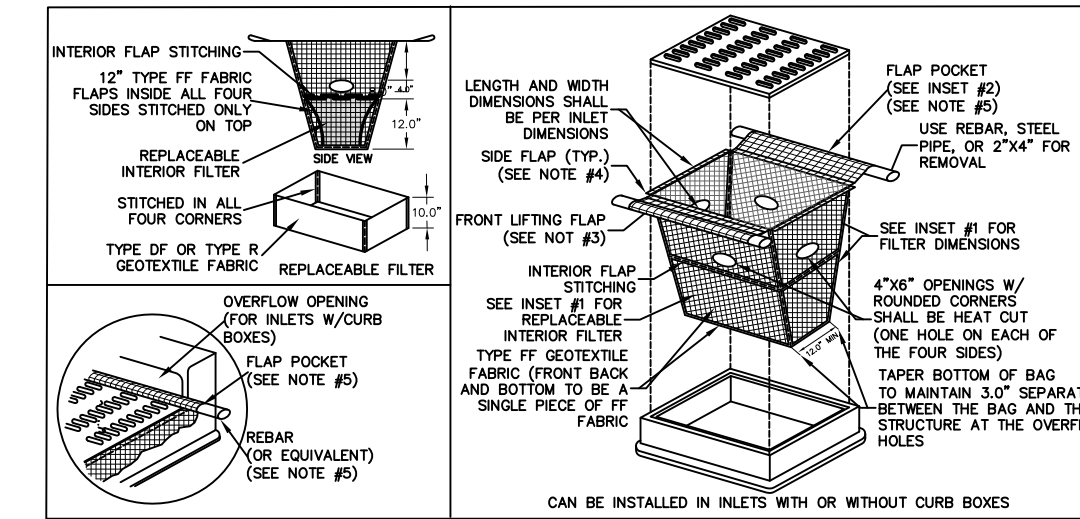
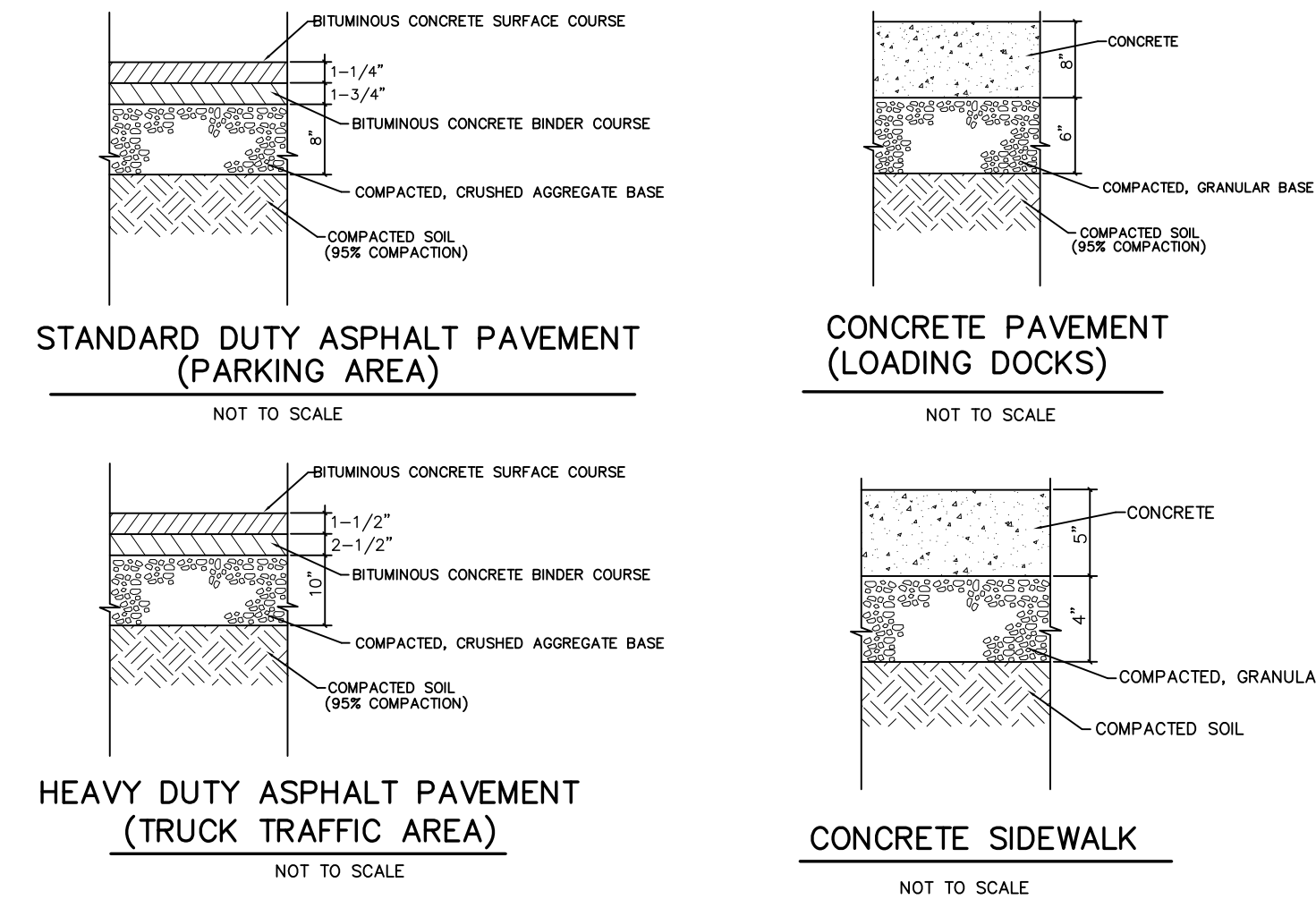
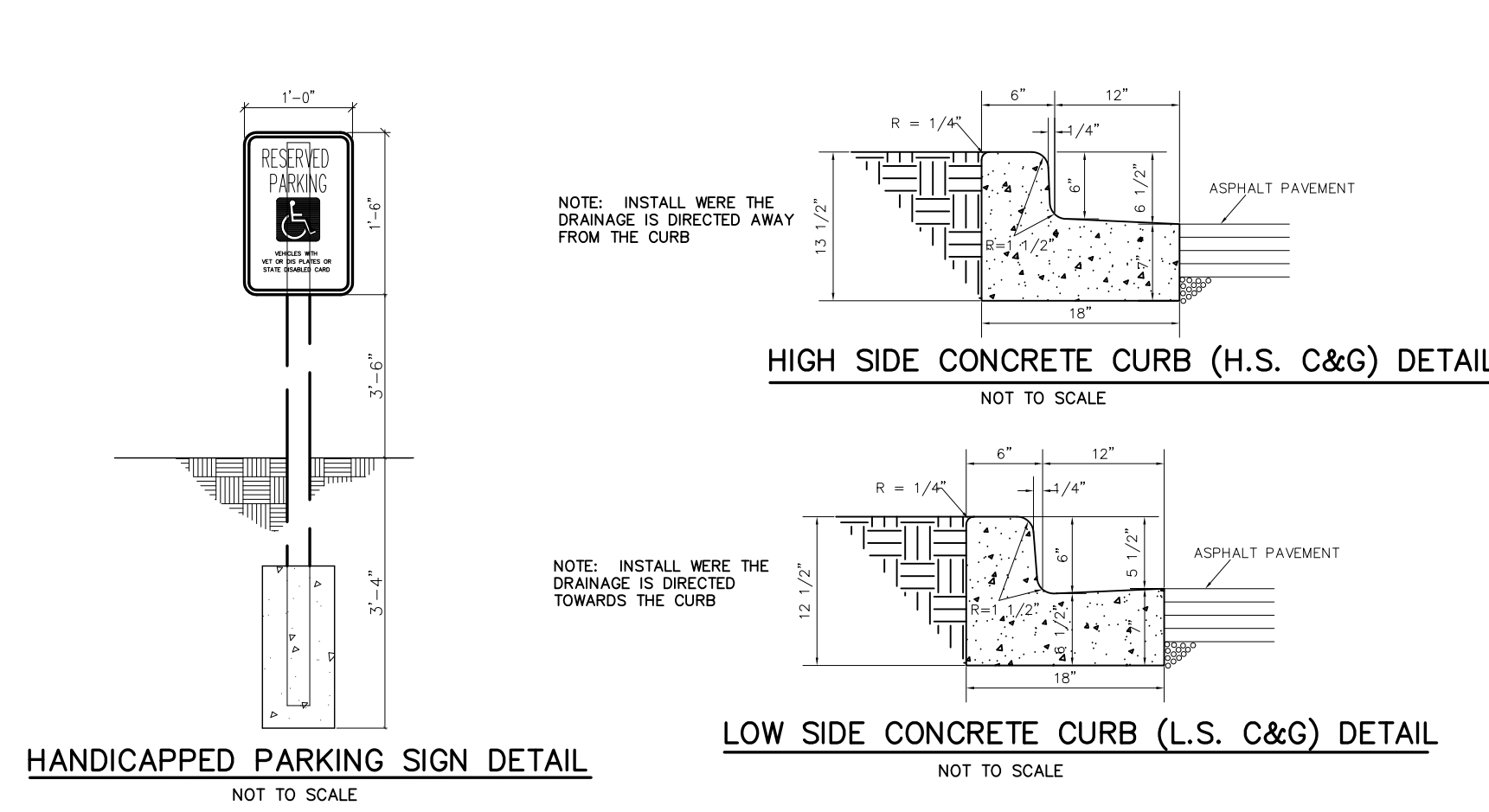
CJE NO.: CJE1928-02R3
OCTOBER 31, 2019



LEGEND

	REAR WHEEL BASE EXTENTS
	FRONT WHEEL BASE EXTENTS
	TRACTOR TRAILER BODY EXTENTS





CONSTRUCTION SCHEDULE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. INSTALL CONSTRUCTION EXIT COMPLETE WITH PROPOSED CULVERTS AND HAY BALES.
3. INSTALL SILT FENCE.
4. INSTALL REMAINING HAY BALE DITCH CHECKS ALONG ROCKFIELD ROAD AND GOLDENDALE ROADSIDE DITCHES.
5. STRIP TOPSOIL FROM TEMPORARY SEDIMENTATION BASINS AND STOCKPILE AT LOCATION SHOWN.
6. INSTALL TEMPORARY SEDIMENT BASINS COMPLETE WITH OUTLET:
 - A. THE AREA OF THE PERMANENT BIO-RETENTION BASIN WILL BE USED AS TEMPORARY SEDIMENTATION BASIN DURING CONSTRUCTION. DO NOT INSTALL DRAINAGE, AGGREGATE OR ENGINEERED SOIL AT THIS STAGE.
 - B. ROUGH GRADE AND OVER EXCAVATE TO ELEVATION SHOWN.
7. INSTALL 6" PVC OUTLET PIPE AS SHOWN.
8. MATERIAL FROM PROPOSED SE POND TO BE USED TO FILL EXISTING STORM WATER POND.
9. INSTALL DIVERSION BERM/SWALE TO DIRECT CONSTRUCTION RUNOFF TO THE TEMPORARY SE SEDIMENTATION BASIN.
10. STRIP REMAINING TOPSOIL AND STOCKPILE AT LOCATION SHOWN OR OTHER APPROVED AREA.
11. BEGIN BUILDING CONSTRUCTION.
12. INSTALL PROPOSED UTILITIES.
13. INSTALL OUTLET PROTECTION AND ANY REMAINING HAY BALES.
14. INSTALL INLET GRATE SCREENS IN ALL NEW STORM INLETS.
15. PROVIDE IMMEDIATE TEMPORARY STABILIZATION (EXAMPLE: TEMPORARY SEEDING) OF ANY DISTURBED AREAS WHICH WILL REMAIN INACTIVE FOR A PERIOD EXCEEDING 14 DAYS.
16. INSTALL CURB, WALK AND BASE COURSE OF PAVEMENT.
17. REMOVE TEMPORARY SEDIMENT BASIN AND INSTALL PERMANENT BIO-RETENTION BASIN. DEWATER BASIN INTO DEWATERING BAG. INSTALL AGGREGATE, 6" DRAIN TILES AND OUTLET PIPES, ENGINEERED SOIL AND PLANTINGS.
18. FINAL GRADE SLOPES AND TOPSOIL CRITICAL SLOPES; VEGETATE AND MOW ALL DISTURBED AREAS.
19. ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL, NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
20. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.
21. ESTIMATED TIME BEFORE FINAL STABILIZATION - 18 MONTHS.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 3" RUNOFF-PRODUCTION RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
3. ALL SEEDING AREAS WILL BE WATERED, FERTILIZED, RESEEDING AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
4. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.

WINTER CONDITIONS

DURING WINTER CONSTRUCTION (NOVEMBER 1 TO MAY 1), CONTRACTOR TO PROVIDE TYPE B SOL STABILIZER, POLYACRYLAMIDE (PAM) PER LATEST MOOT PAL (UPDATED 11/2/2017) ON ALL DISTURBED AREAS THAT ARE NOT TO BE DISTURBED BEYOND 7 DAYS. CONTRACTOR TO INSTALL PAM PER MOOR TECHNICAL STANDARD 1050 AND THE MANUFACTURER'S SPECIFICATIONS.

TEMPORARY STABILIZATION METHODS

TEMPORARY SEEDING
DURING GROWING SEASON (MAY 2 - OCTOBER 31) TEMPORARY SEEDING (COVER CROP) TO BE USED FOR TEMPORARY STABILIZATION DURING SITE CONSTRUCTION.

Species	Lbs/Acre	Percent Purity
Corn	95	97
Cereal Rye	131*	97
Winter Wheat	131*	95
Annual Ryegrass	80*	97
* Fall Seeding		

LAND APPLICATION OF ADDITIVES
DURING NONGROWING SEASON (NOVEMBER 1 - MAY 1) CONTRACTOR TO PROVIDE TYPE B SOL STABILIZER DURING SITE CONSTRUCTION. STABILIZER TO BE POLYACRYLAMIDE (PAM) PER LATEST MOOT PAL (UPDATED 04/30/2019) - SEE MOOR TECHNICAL STANDARD 1050.

STABILIZATION SHOULD BE COMPLETED WITHIN 7 DAYS OF ESTABLISHING FINAL GRADE OR THAT WILL OTHERWISE EXIST FOR MORE THAN 14 DAYS.

SITE DEWATERING

ESTABLISHING TO CONFORM WITH MOOR CONSERVATION PRACTICE STANDARD 1061.
ALL PUMPED EFFLUENT FROM DEWATERING OPERATIONS SHALL BE DISCHARGED TO A GEOTEXTILE FILTER BAG CONFORMING TO MOOR CONSERVATION PRACTICE STANDARD 1061. THE GEOTEXTILE BAG SHALL BE PLACED ON A VEGETATED/STABILIZED GROUND PRIOR TO DISCHARGE.

EROSION CONTROL PRACTICES SCHEDULE

- 1 SILT FENCE
- 2 CONSTRUCTION EXIT
- 3 DIVERSION BERM
- 4 SEDIMENT BASIN
- 5 EROSION MAT
- 6 HAY BALE DITCH CHECK
- 7 INLET PROTECTION
- 8 OUTLET PROTECTION

EROSION MATTING

FOR FINAL STABILIZATION, PROVIDE CLASS I, TYPE B EROSION MAT PER "WISDOT EROSION CONTROL PAM" IN ALL SWALES AND ON ALL SLOPES 4:1 OR GREATER.

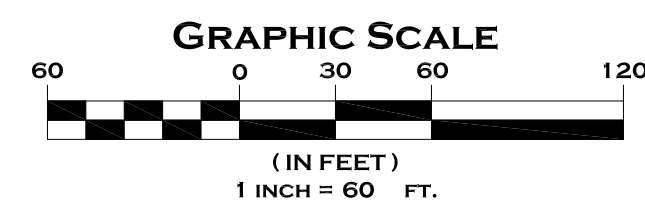
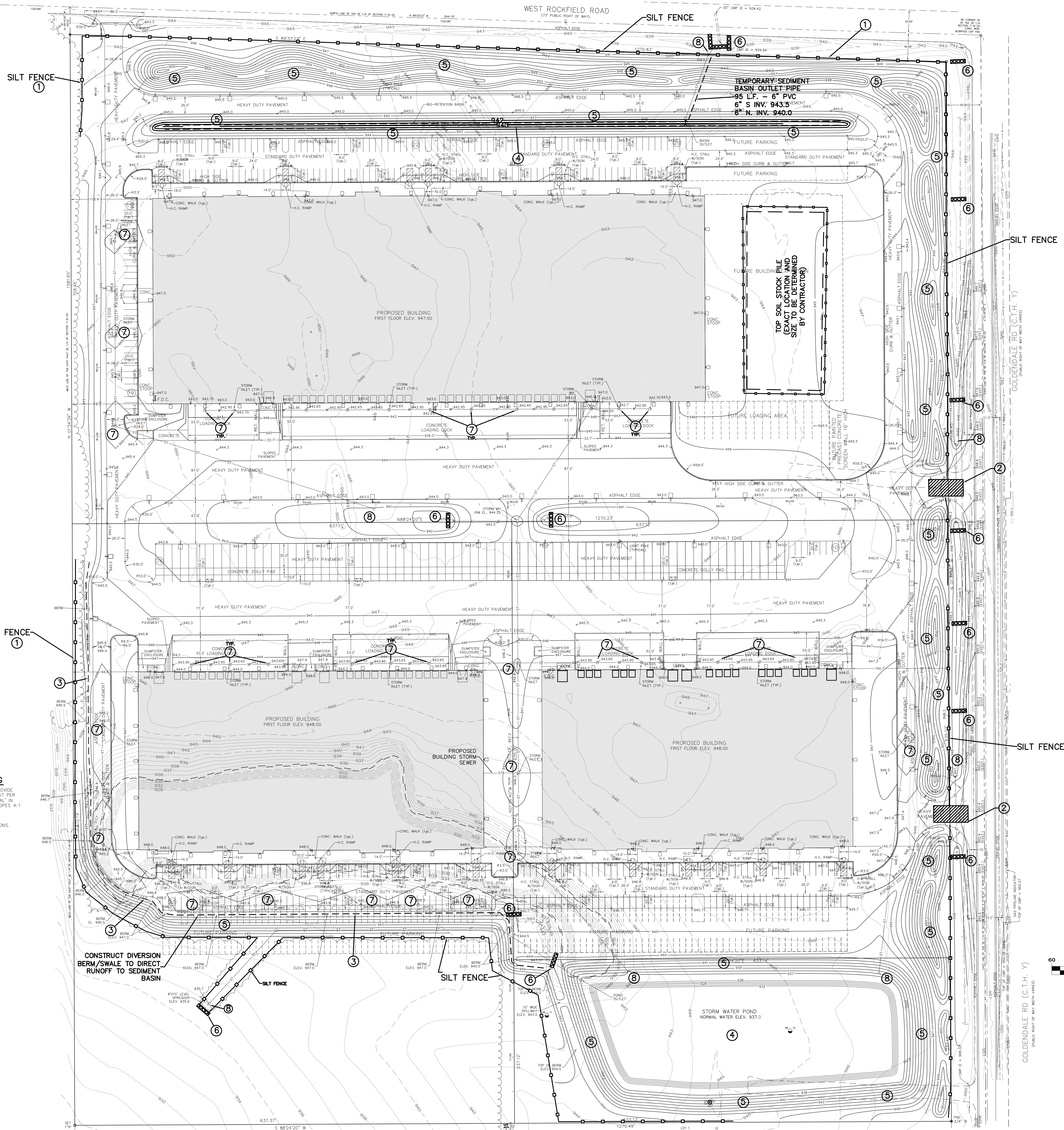
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

www.DiggersHotline.com

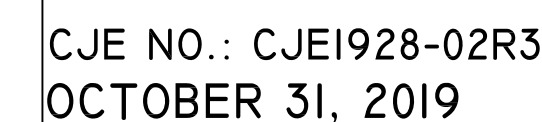
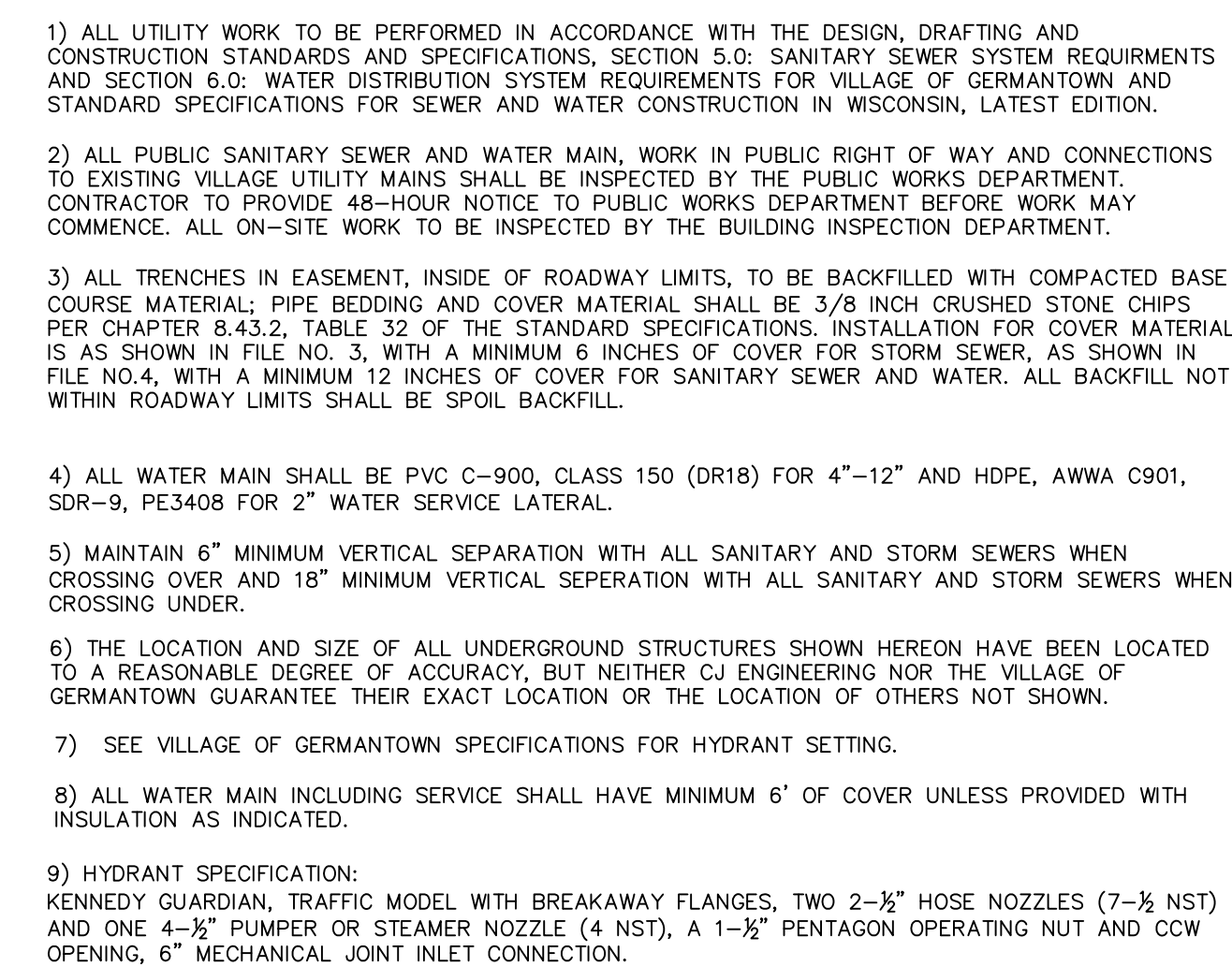


LEGEND

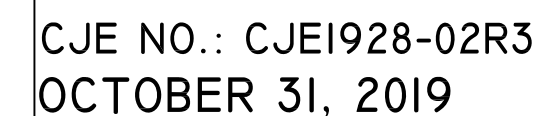
943	EXISTING CONTOUR
946	PROPOSED CONTOUR
x 942.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER



GERMANTOWN, WISCONSIN

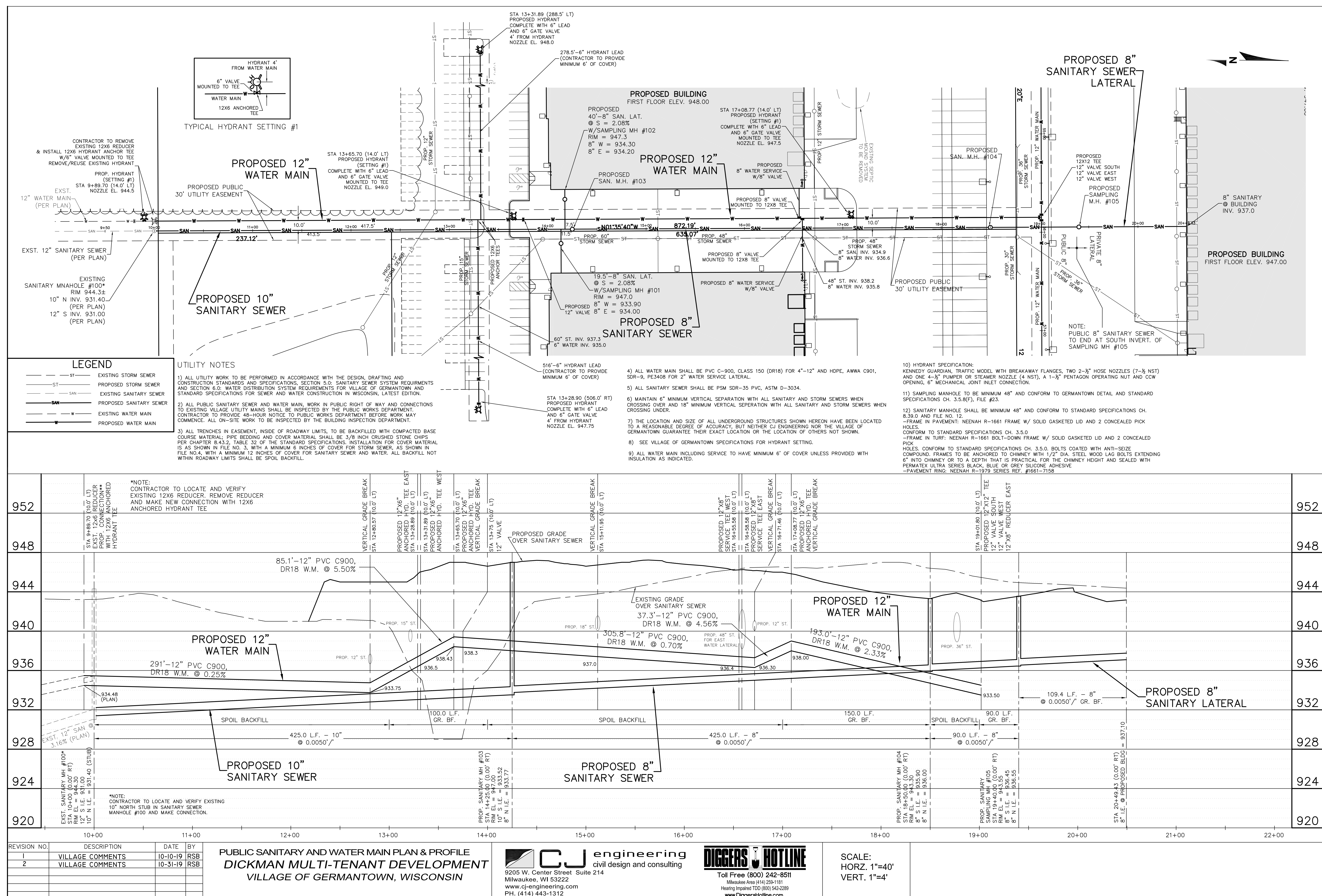


GERMANTOWN, WISCONSIN



DICKMAN MULTI-TENANT DEVELOPMENT

GERMANTOWN, WISCONSIN

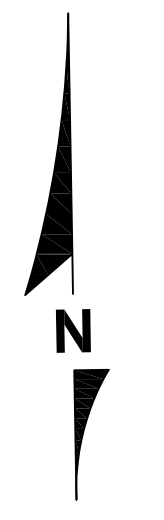


CJE NO.: CJEI928-02R3
OCTOBER 31, 2019

PUBLIC SANITARY AND WATER MAIN PLAN & PROFILE

C2.3

SHEET 8 OF 12



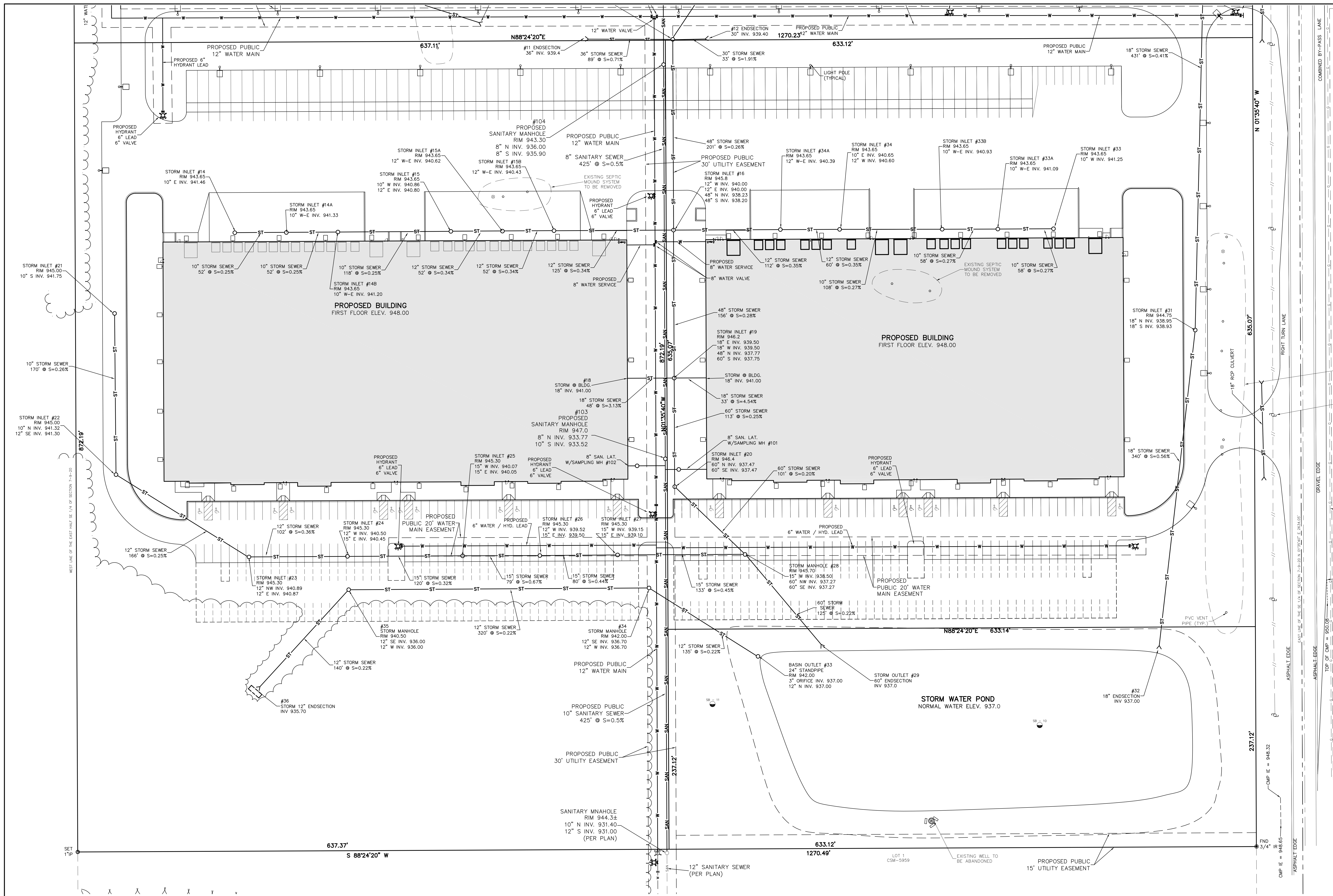
DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN

GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WIDTH VARIES)

CJE NO.: CJEI928-02R3
OCTOBER 31, 2019

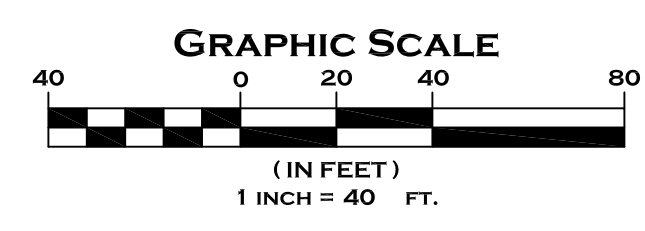
C2.2

SHEET 7 OF 12



LEGEND	
—ST—	EXISTING STORM SEWER
—ST—	PROPOSED STORM SEWER
—SAN—	EXISTING SANITARY SEWER
—SAN—	PROPOSED SANITARY SEWER
—W—	EXISTING WATER MAIN
—W—	PROPOSED WATER MAIN
—G—	BURIED GAS MAIN
—E—	OVER HEAD WIRE
—E—	BURIED ELECTRIC
—U—	UTILITY POLE

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

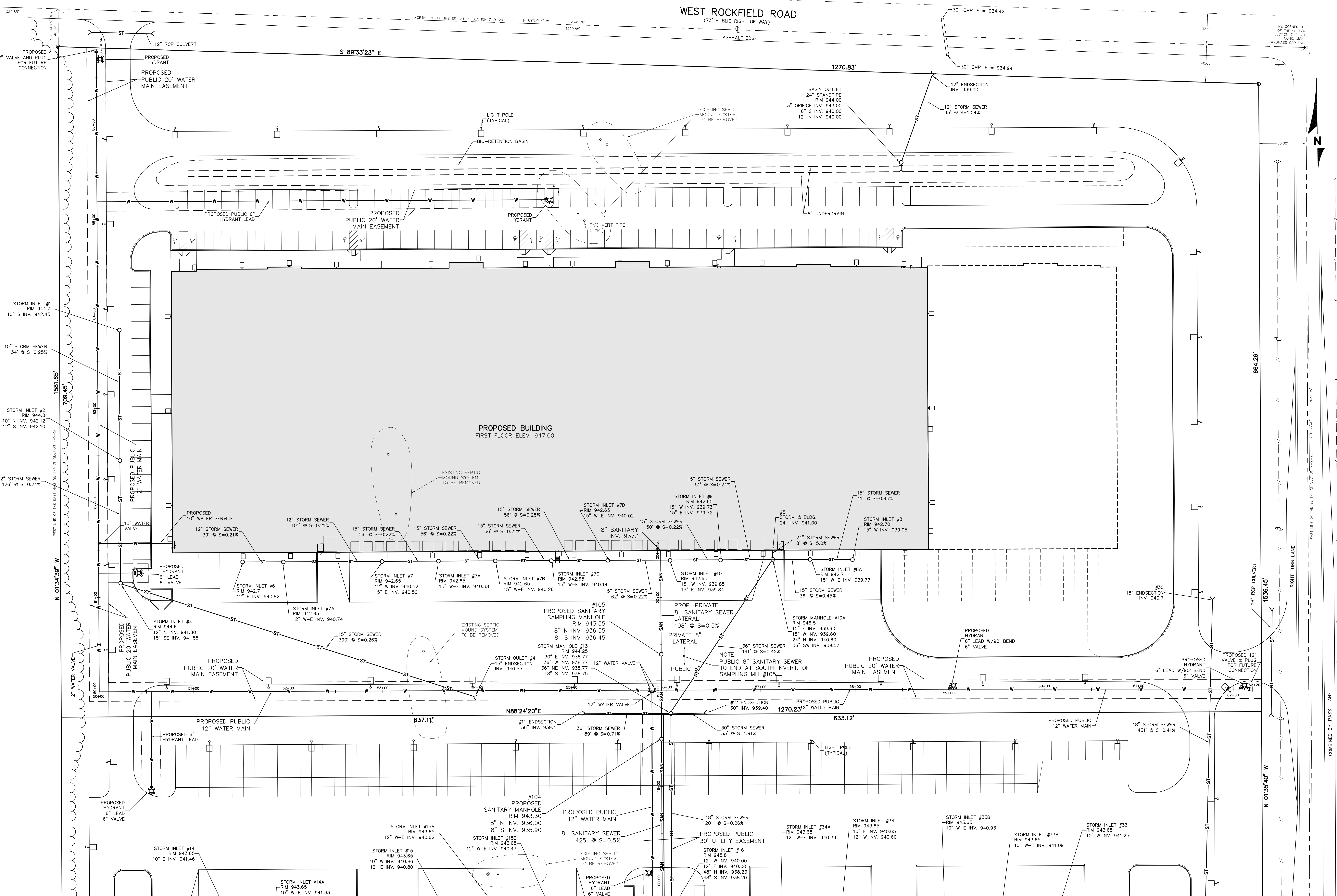


SITE UTILITY PLAN - SOUTH

DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN

GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WIDTH VARIES)

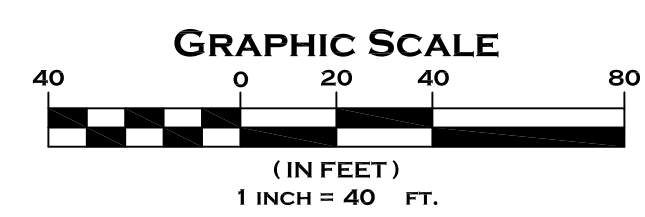
CJE NO.: CJE1928-02R3
OCTOBER 31, 2019



LEGEND

ST	EXISTING STORM SEWER
ST	PROPOSED STORM SEWER
SAN	EXISTING SANITARY SEWER
SAN	PROPOSED SANITARY SEWER
W	EXISTING WATER MAIN
W	PROPOSED WATER MAIN
G	BURIED GAS MAIN
OH	OVER HEAD WIRE
E	BURIED ELECTRIC
UP	UTILITY POLE

www.DiggerHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511



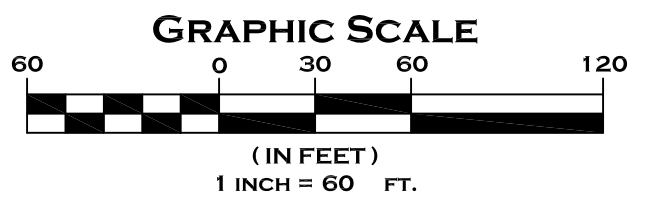
SITE UTILITY PLAN - NORTH

C2.1
SHEET 6 OF 12

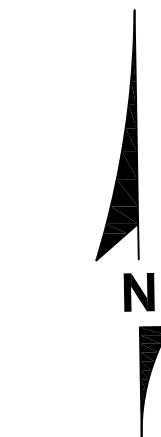
DICKMAN MULTI-TENANT DEVELOPMENT
GERMANTOWN, WISCONSIN

CJE NO.: CJEI928-02R3
OCTOBER 31, 2019

C2.0
SHEET 5 OF 12

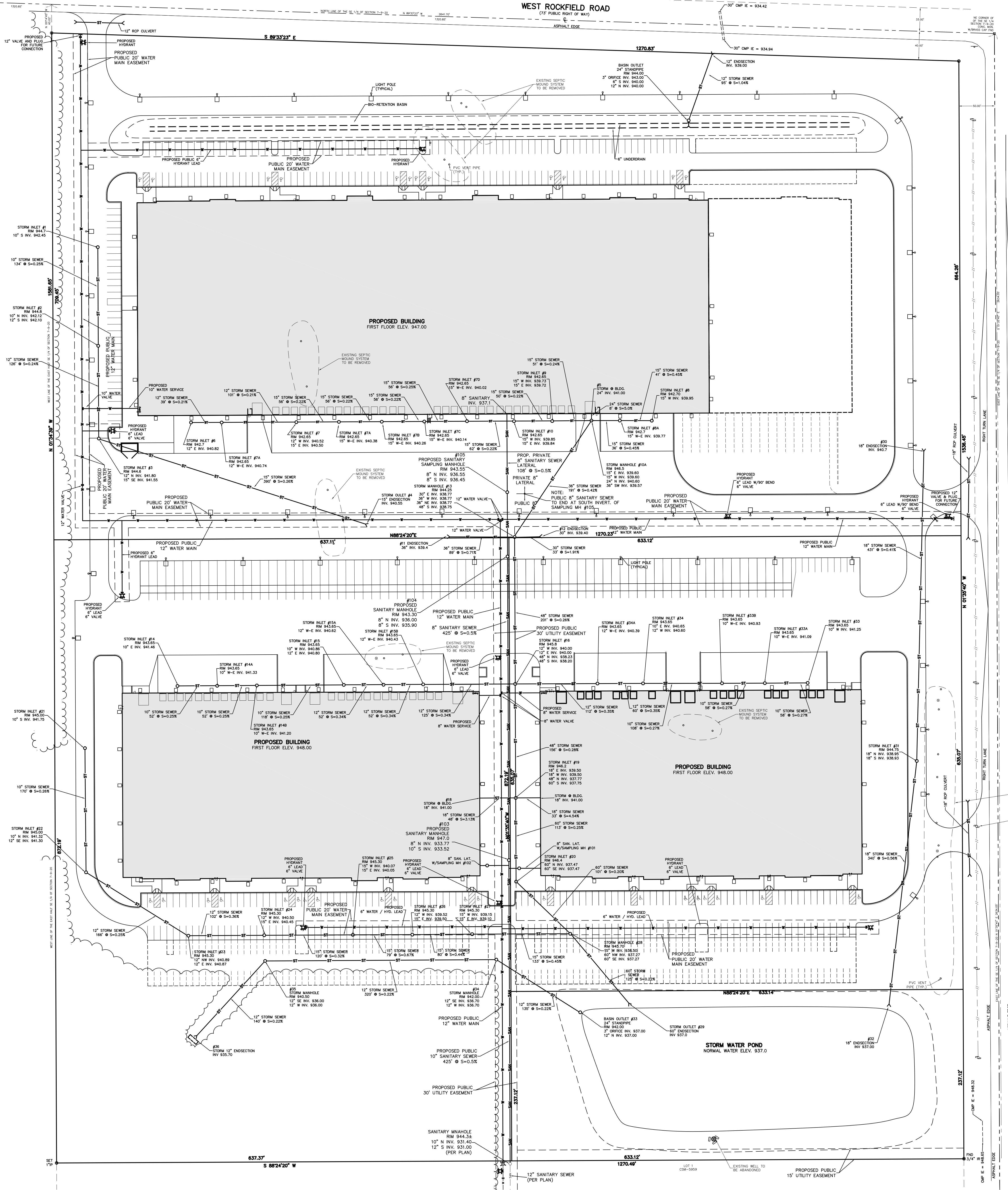


SITE UTILITY PLAN



GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WITH MARS)

GOLDENDALE RD (C.T.H. Y)
(PUBLIC RIGHT OF WAY WITH MARS)

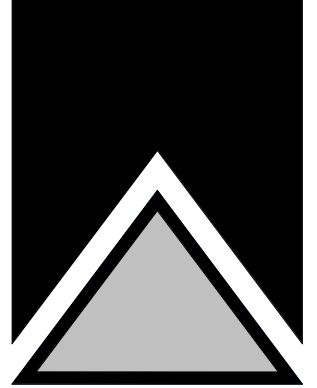


- NOTES:**
1. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN MATERIALS AND INSTALLATION PER APPLICABLE SECTIONS OF THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS), WISCONSIN ADMINISTRATIVE PLUMBING CODE AND THE VILLAGE OF GERMANTOWN REQUIREMENTS.
 2. ALL TRENCHES IN PAVEMENT AREAS SHALL HAVE GRAVEL BACKFILL.
 3. EXACT SIZE AND LOCATION OF SANITARY AND WATER SERVICE TO PROPOSED BUILDING BY PLUMBING CONSULTANT/CONTRACTOR.
 4. PROPOSED WATER SERVICE SHALL HAVE A MINIMUM 6 FEET OF COVER.
 5. THE CONTRACTOR SHALL VERIFY ALL SEWER AND WATER CONNECTIONS PRIOR TO UTILITY CONSTRUCTION. NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.



LEGEND

---	EXISTING STORM SEWER
—ST—	PROPOSED STORM SEWER
---	EXISTING SANITARY SEWER
—SAN—	PROPOSED SANITARY SEWER
---	EXISTING WATER MAIN
—W—	PROPOSED WATER MAIN
---	BURIED GAS MAIN
---	OVER HEAD WIRE
---	BURIED ELECTRIC
○	UTILITY POLE



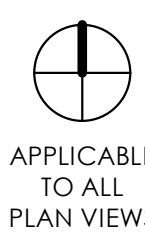
NORTH FLOOR PLAN
UPPER LEVEL

SHEET TITLE

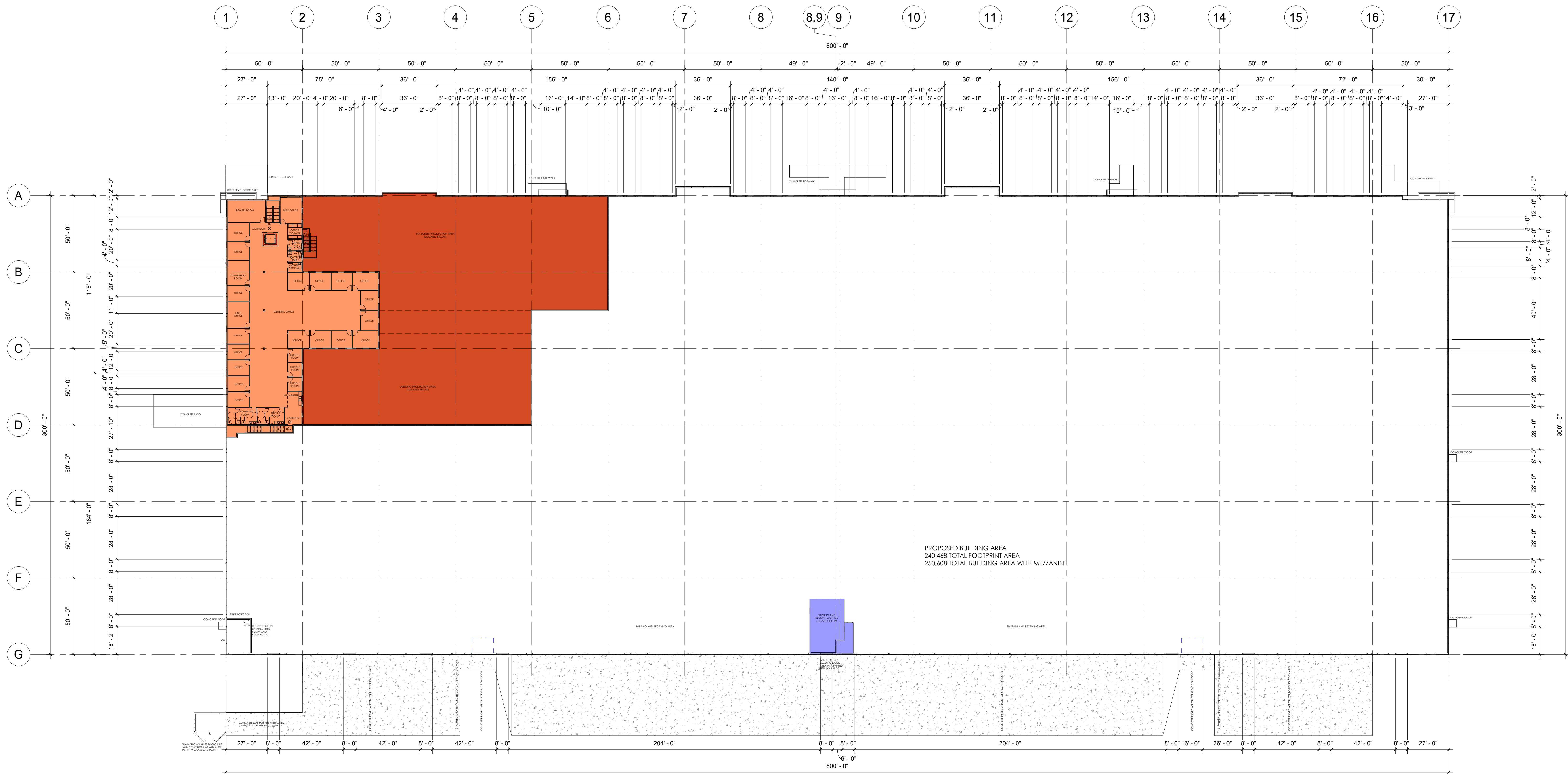
PROPOSED BUILDING:
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDFIELD RD
GERMANTOWN, WI 53022

JOB: 3172
DRAWN: CK
CHECKED: DF / KJ
DATE: 10/31/2019

SHEET:
A1.2

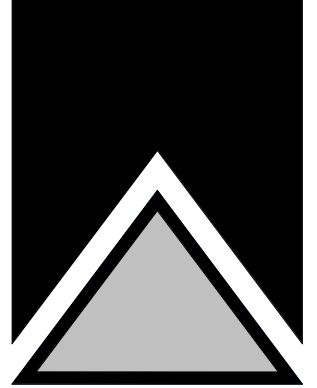


APPLICABLE
TO ALL
PLAN VIEWS



1 NORTH BUILDING UPPER LEVEL

1" = 30'-0"



NORTH FLOOR PLAN
LOWER LEVEL

SHEET TITLE

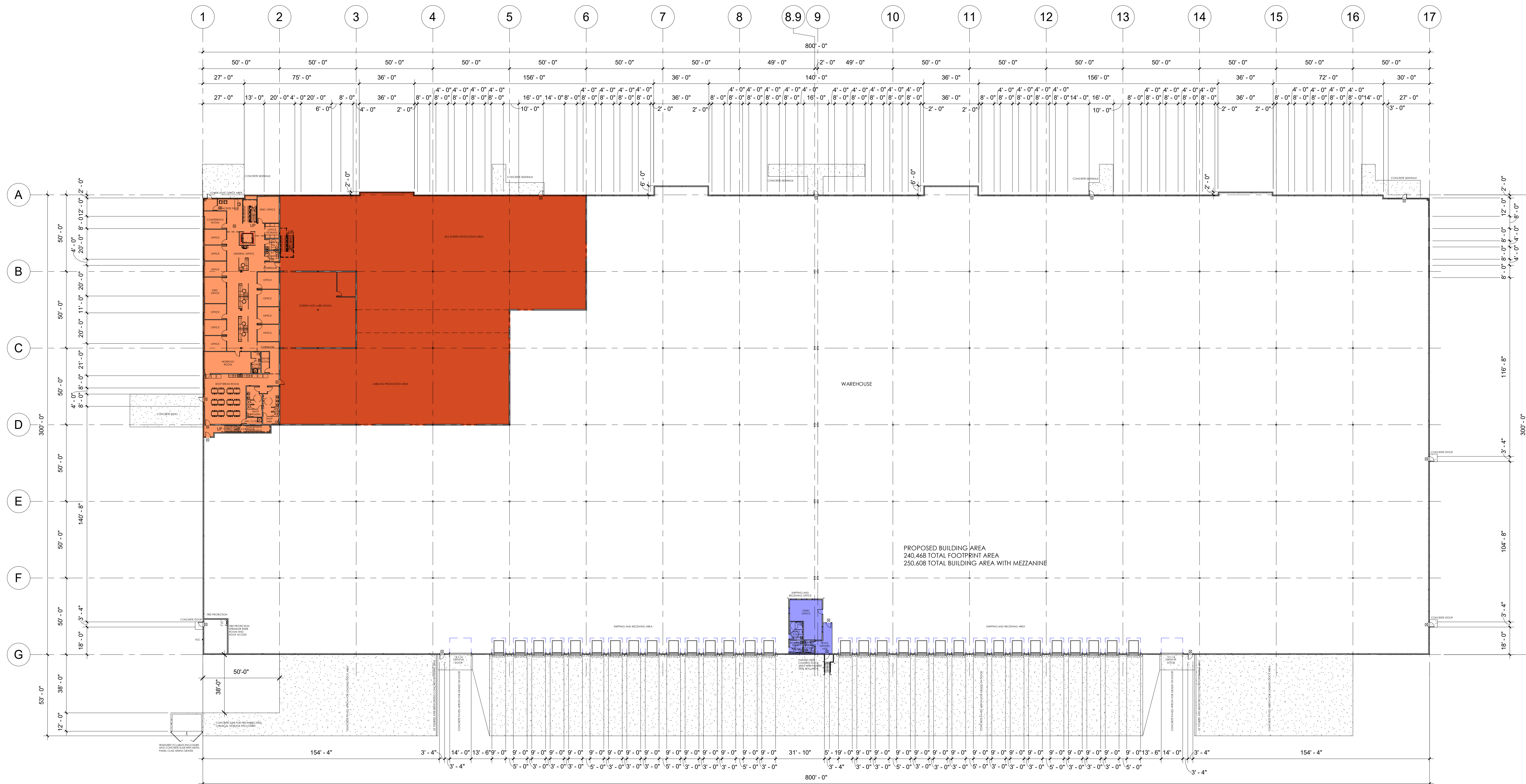
PROPOSED BUILDING:
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

JOB: 3172
DRAWN: CK
CHECKED: DF / KJ
DATE: 10/31/2019

SHEET:
A1.1

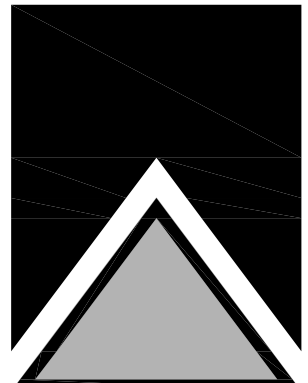


APPLICABLE
TO ALL
PLAN VIEWS



1 NORTH BUILDING LOWER LEVEL
1" = 30'-0"

BRIORN



DESIGN GROUP

3805 N BROOKFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53005-1660
(262) 780-4500 PHONE
(262) 780-4505 FAX

SOUTH SITE PLAN

SHEET TITLE

PROPOSED BUILDING:

DICKMAN GERMANTOWN

SW CORNER - ROCKFIELD RD & GOLDENDALE RD

GERMANTOWN, WI 53022

JOB: 3172

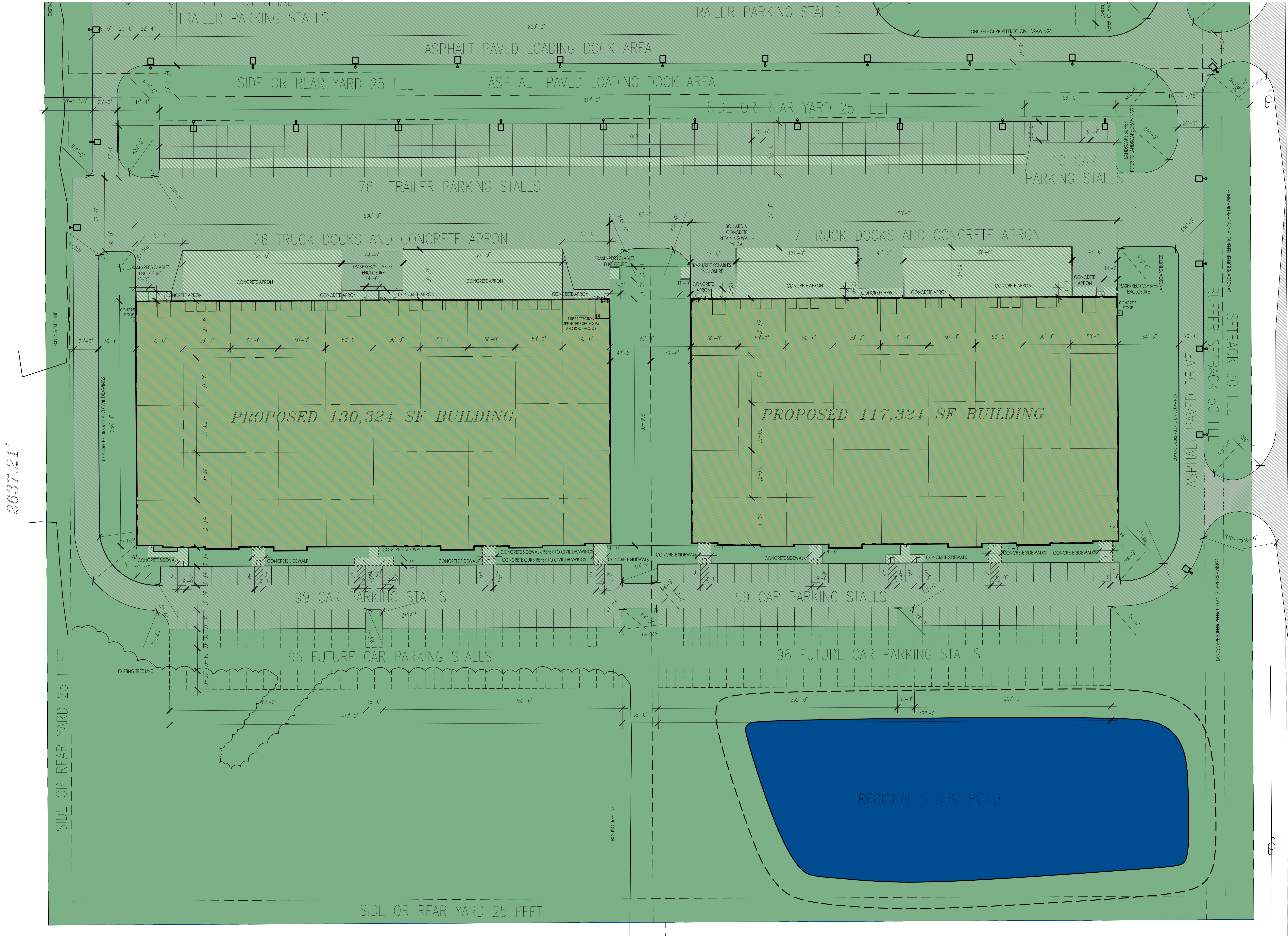
DRAWN: DF

CHECKED: DF

DATE: OCTOBER 31, 2019

SHEET:

A0.3



PROPOSED
30 FOOT WIDE
ACCESS DRIVE
TO BE APPROVED
BY COUNTY

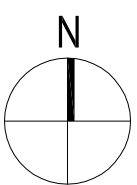
REFER TO CIVIL
DRAWINGS
FOR FULL DESIGN
EXTENTS
OF ACCESS DRIVE
IMPROVEMENTS
REQUIRED BY THE
ROAD
TO BE APPROVED
BY COUNTY

S 01°35'40" E
2634.05'

PROPOSED
34 FOOT WIDE
ACCESS DRIVE
TO BE APPROVED
BY COUNTY

ROAD

OLDENDALE



1 SITE PLAN

Scale: 1" = 40'-0"

PROPOSED 26 FOOT WIDE ACCESS DRIVE
TO BE APPROVED BY VILLAGE

S 89°33'23" E 1320.85'

ROCKFIELD ROAD

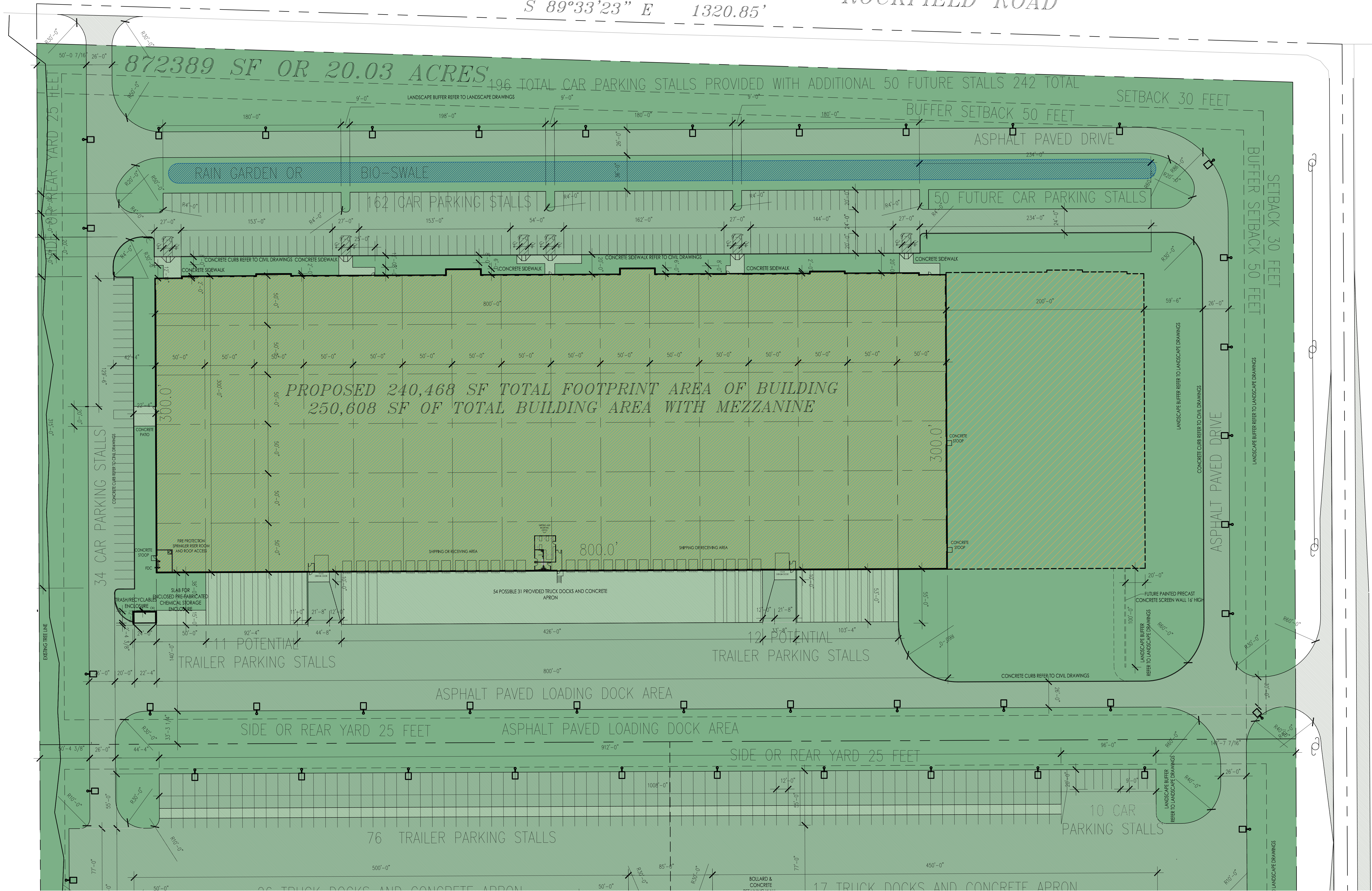
ROAD

GOLDENDALE

ASPHALT PAVED DRIVE

PROPOSED
30 FOOT WIDE
ACCESS DRIVE
TO BE APPROVED
BY COUNTY

REFER TO CIVIL
DRAWINGS
FOR FULL DESIGN
EXTENTS
OF ACCESS DRIVE
IMPROVEMENTS
REQUIRED BY THE
ROAD
TO BE APPROVED
BY COUNTY



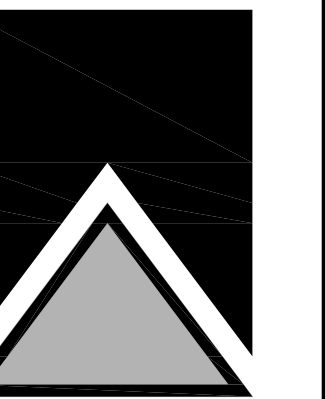
PROPOSED 30 FOOT WIDE ACCESS DRIVE
TO BE APPROVED BY VILLAGE

S 89°33'23" E 1320.85'

ROCKFIELD ROAD

REFER TO CIVIL DRAWINGS - CO.0 SITE PLAN

BRIORN



DESIGN GROUP
3805 N BROOKFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53005-1660
(262) 780-0500 PHONE
(262) 780-0505 FAX

OVERALL SITE PLANS

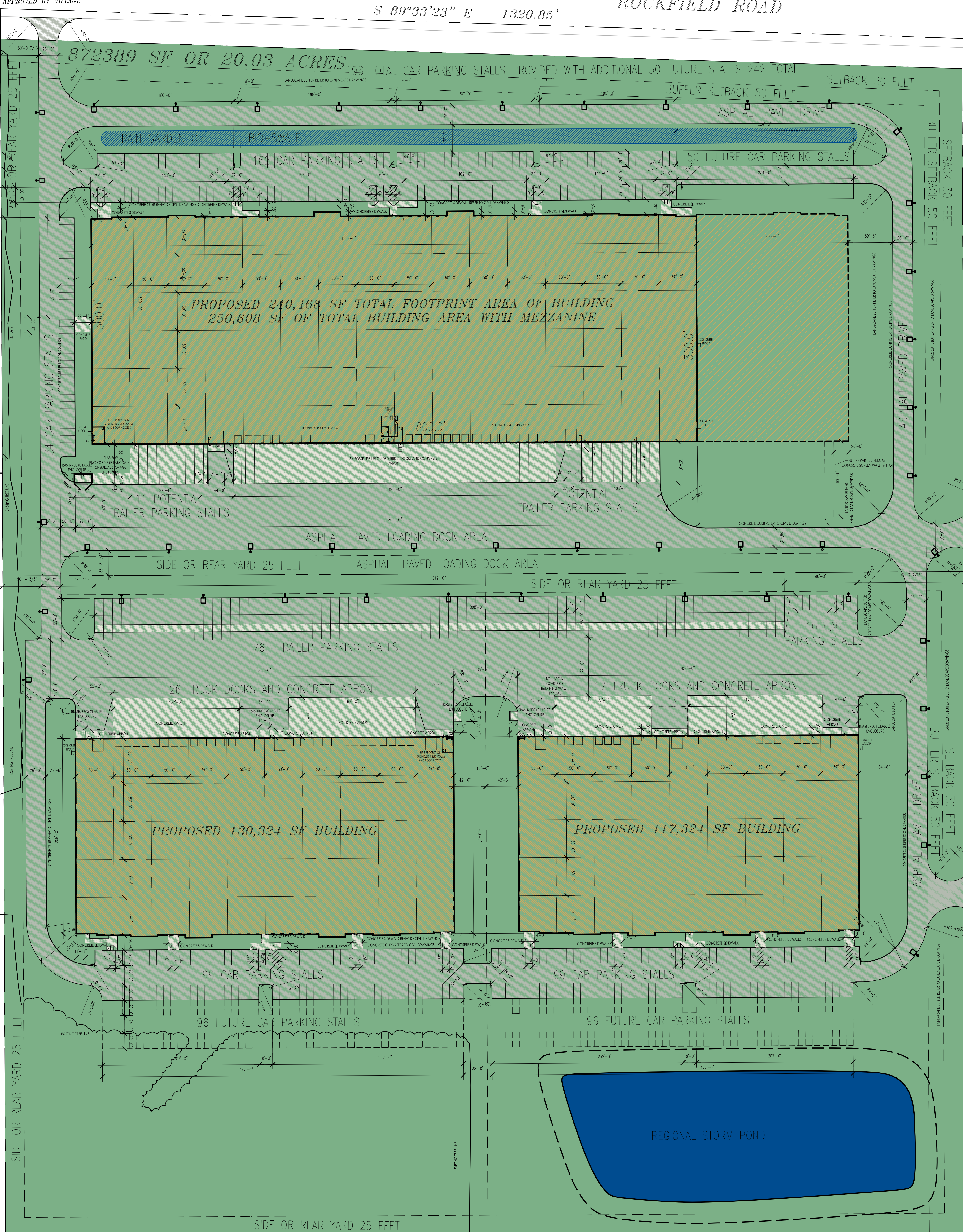
SHEET TITLE

PROPOSED BUILDING:
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

JOB: 3172
DRAWN: DF
CHECKED: DF
DATE: OCTOBER 31, 2019
SHEET:

A0.1

N 01°34'39" W
2637.21'



REFER TO CIVIL DRAWINGS FOR SITE DETAILS & SPECIFICATIONS

2 SITE PLAN
Scale: 1" = 60'-0"

GOLDENDALE ROAD

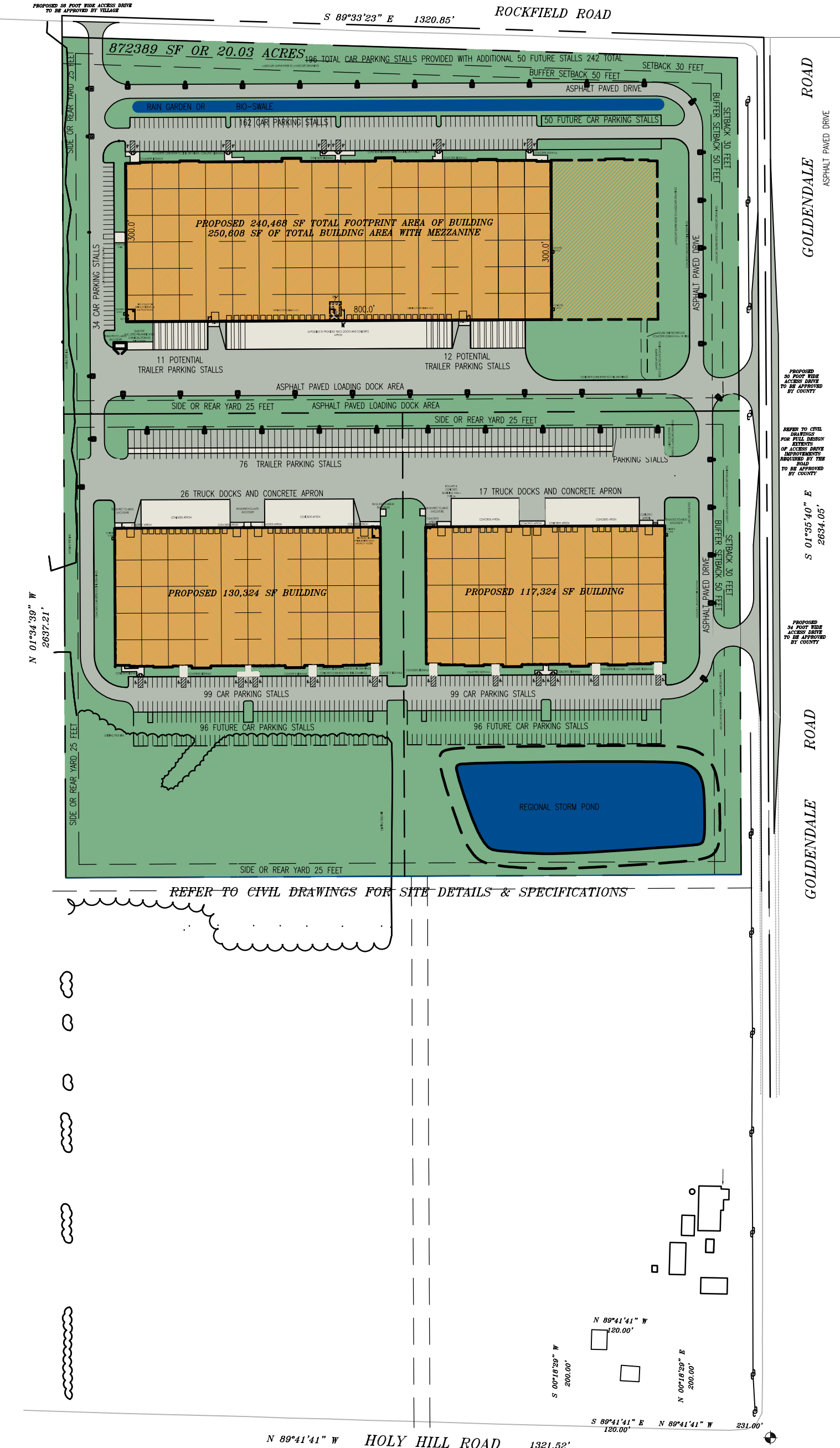
ASPHALT PAVED DRIVE

PROPOSED
30 FOOT WIDE
ACCESS DRIVE
TO BE APPROVED
BY COUNTY

REFER TO CIVIL
DRAWINGS
FOR FULL DESIGN
EXTENTS
OF ACCESS DRIVE
IMPROVEMENTS
REQUIRED BY THE
ROAD
TO BE APPROVED
BY COUNTY

S 01°35'40" E
2634.05'

GOLDENDALE ROAD



1 OVERVIEW SITE PLAN
Scale: 1" = 200'-0"

GENERAL SITE STATISTICS:

SITE IS CURRENTLY ZONED A1 AGRICULTURAL.

WE PROPOSE AND HAVE SUBMITTED TO REZONE M1 LIMITED INDUSTRIAL.

TOTAL CURRENT OVERALL SITE AREA (LOT 2, 3 AND 4) AREA: 1,980,498 SF OR 45.47 ACRES.

PROPOSED NORTH LOT TOTAL AREA: 872,456 SF OR 20.03 ACRES.

PROPOSED BUILDING AREA 240,468 SF

PROPOSED PAVEMENT AREA 255,760 SF

PROPOSED TOTAL IMPERVIOUS AREA 496,228 SF

PROPOSED FUTURE BUILDING 60,034 SF

PROPOSED FUTURE PAVEMENT 33,280 SF

PROPOSED FUTURE TOTAL IMPERVIOUS 93,314 SF

TOTAL IMPERVIOUS AREA 589,542 SF

TOTAL OPEN SPACE AREA 282,914 SF

GREEN SPACE PROVIDED IS 32.4%

NORTH PARKING:
REQUIRED AND PROVIDED 196 TOTAL 9X20 STALLS PROPOSED.

FUTURE PROVIDED 50 ADDITIONAL 9X20 STALLS AVAILABLE.

TRAILER PARKING 23 TOTAL 12X53 STALLS PROVIDED.

PROPOSED SOUTH LOT TOTAL AREA: 1,108,042 SF OR 25.44 ACRES.

PROPOSED SOUTH WEST BUILDING AREA 130,324 SF

PROPOSED SOUTH WEST PAVEMENT AREA 198,483 SF

PROPOSED SOUTH WEST TOTAL IMPERVIOUS AREA 328,807 SF

PROPOSED SOUTH EAST BUILDING 130,324 SF

PROPOSED SOUTH EAST PAVEMENT 158,006 SF

PROPOSED SOUTH EAST TOTAL IMPERVIOUS 288,330 SF

TOTAL COMBINED IMPERVIOUS AREA 617,137 SF

TOTAL OPEN SPACE AREA 490,905 SF

GREEN SPACE PROVIDED IS 44.3%

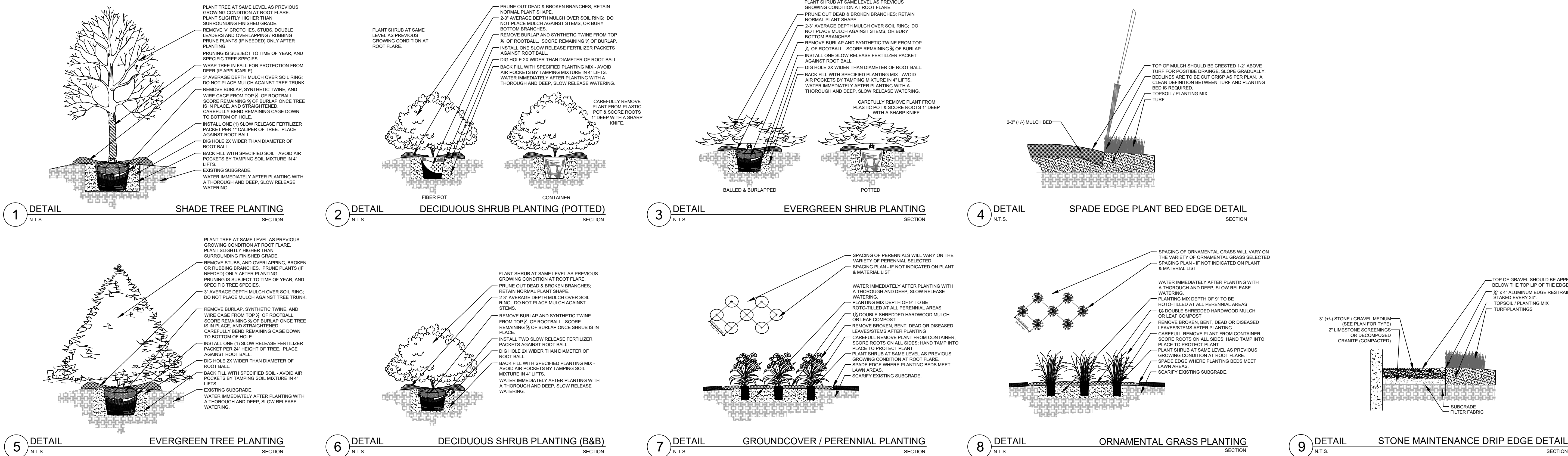
SOUTH PARKING:
REQUIRED AND PROVIDED 99 TOTAL 9X20 STALLS PROPOSED AND PROVIDED - SOUTH WEST BUILDING.

REQUIRED AND PROVIDED 99 TOTAL 9X20 STALLS PROPOSED AND PROVIDED - SOUTH EAST BUILDING.

FUTURE PROVIDED FOR 192 ADDITIONAL 9X20 STALLS AVAILABLE.

TRAILER PARKING 76 TOTAL 12X53 STALLS PROVIDED WITH 8 FUTURE POSSIBLE LOCATIONS.

GENERAL SITE NOTE:
REFER TO CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION AS WELL AS LANDSCAPE DRAWINGS AND EXTERIOR LIGHTING PHOTOMETRIC DRAWING AND LIGHTING CUT SHEETS FOR SITE PLANTINGS PROPOSED.



PLANTING & HARDSCAPE DETAILS

- Contractor responsible for contacting Diggers Hotline (811 or 800-242-8511) to have site marked prior to excavation or planting.
- Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.
- All plantings shall comply with standards as described in American Standard of Nursery Stock - Z60.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.
- Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.
- Topsoil in Parking Lot Islands (if applicable): All parking lot islands to be backfilled with topsoil to a minimum depth of 18" to insure long-term plant health. Topsoil should be placed within 3" of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 6" to provide proper drainage, unless otherwise specified.
- Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball, if needed. Remove and discard non-biodegradable burl wrapping and support wire. Removed biodegradable burlap and wire cage (if present) from the top $\frac{1}{2}$ of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining $\frac{2}{3}$ of the burlap and remove the twine. Provide three slow release fertilizer for each tree planted.
- Tree Planting: Backfill tree planting holes 80% existing soils removed from excavation and 20% plant starter mix. Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is $\frac{3}{4}$ full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soak in the new planting. Each tree shall receive a 3" deep, 4-5' diameter (see planting details or planting plan) shredded hardwood bark mulch ring around all trees planted in lawn areas. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.
- Shrub Planting: All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a 50% mix of plant starter with topsoil. Install topsoil into all plant beds as needed to achieve proper grade and displace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are $\frac{2}{3}$ full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rate of 1 per 24" height/diameter of shrub at planting.
- Mulching: All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). All perennial planting areas (groupings) shall receive a 2" layer of shredded hardwood bark mulch, and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
- Edging: All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Bedlines are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.
- Plant bed preparation/Soil Amendment composition: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsoil beds to a depth of approximately 8"-10". Containerized and balled & burlapped plant material should be back-filled with amended soil:

Per 100 SF of bed area (Soil Amendment composition):

- $\frac{3}{4}$ CY Peat Moss or Mushroom Compost
- $\frac{1}{4}$ CY blended/pulverized Topsoil
- $\frac{1}{4}$ CY composted manure

In roto-tilled beds only, also include in above mixture:
2 lbs Starter Fertilizer

- Lawn Installation for all sodded turfgrass areas: Contractor to furnish and prepare blended topsoil (2" minimum) and sod bed, removing all debris and stones $\frac{1}{2}$ " and larger. Apply a 10-10-10 starter lawn fertilizer uniformly throughout areas prior to laying sod. Use only premium sod blend according to TPI (revised 1995) and ASPA Standards. Install sod uniformly with staggered joints, laid tightly end to end and side to side. Roll sod with a walk behind roller and water immediately upon installation to a 3" depth. Stake any sod installed on slopes steeper than 1:3, and in all swale applications. Contractor is responsible to provide a smooth, uniform, healthy turf, and is responsible for the first two mowings of the newly installed turf, and is also responsible for watering during this period.
- Installation preparation for all seeded areas: remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil (if adequate or provide as in item #6 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary as the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended topsoil is prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.

An acceptable quality seed installation is defined as having:
No bare spots larger than one (1) square foot
No more than 10% of the total area with bare areas larger than one (1) square foot
A uniform coverage through all turf areas
- No-Mow seed areas: "No-Mow" fine fescue seed mix with annual rye nurse crop (available at Cedar Creek Seed Farm 888-313-6807; or Prairie Nursery 608-296-3679) or approved equivalent mix from a reputable seed mix provider. Apply at 220 lbs per acre or at rate recommended by supplier. Prepare seed bed and soil as specified in item #13 above.
- Native Prairie Seed Mix / Stormwater Seed Mix: Native seed mixes as listed on the Plant and Material List or other seeding schedules outlined on the landscape plan set. Seed mixes available from Prairie Nursery 608-296-3679 or JF New 608-848-1789 or approved equivalent mix from a reputable seed mix provider. Apply at rates specified herein, or per supplier recommendation. Prepare soil and seed bed as in item #13 above.
- Warranty and Replacements: All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.
- The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.
- Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CALIPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
Proposed Landscape Materials						
SHADE TREES (DECIDUOUS)						
ABM	5	Acer xfreemantii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
CH	2	Celtis occidentalis	Common Hackberry	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
PPH	1	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
SHL	4	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
AGM	1	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
BC	1	Taxodium distichum	Bald Cypress	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting
VFE	4	Ulmus americana 'Valley Forge'	Valley Forge American Elm	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CALIPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
ORNAMENTAL TREES (DECIDUOUS)						
AH	2	Carpinus caroliniana	American Hornbeam	7-8'	B&B	Straight central leader, full and even crown. Prune only after planting
RJFC	4	Malus x 'Jewelcole'	Red Jewel Flowering Crabapple	7-8'	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance
JTL	3	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	7-8'	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		HEIGHT SIZE	ROOT	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
EVERGREEN TREES						
CF	3	Abies concolor	Concolor Fir	8'	B&B	Evenly shaped tree with branching to the ground

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/ CONT.	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
EVERGREEN SHRUBS						
SGJ	81	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24"w	Cont.	Full rounded well branched shrub
TIY	27	Taxus xmedia 'Tautoni'	Taunton Intermediate Yew	24"	B&B	Full rounded well branched shrub

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/ CONT.	SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
DECIDUOUS SHRUBS						
IH	35	Hydrangea arborescens 'Abetwo'	Incrediball Hydrangea	#5	Cont.	Full, well rooted plant, evenly shaped
UH	11	Hydrangea paniculata 'Unique'	Unique Hydrangea	48"	Cont.	Full, well rooted plant, evenly shaped
GLS	14	Rhus aromatica 'Gro-Low'	Gro Low Fragrant Sumac	#5	Cont.	Full, well rooted plant, evenly shaped
MKL	25	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	24"	Cont.	Full, well rooted plant, evenly shaped
AJAV	20	Viburnum dentatum 'Autumn Jazz'	Autumn Jazz Arrowwood Viburnum	48"	Cont.	Full, well rooted plant, evenly shaped
MV	1	Viburnum lantana 'Mohican'	Mohican Viburnum	48"	B&B	Full, well rounded plant with moist rootball and healthy appearance

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME			
ORNAMENTAL GRASSES						
THG	24	Deschampsia cespitosa	Tufted Hair Grass	#1	Cont.	Full, well rooted plant
DMG	68	Miscanthus sinensis 'Adagio'	Dwarf Maidengrass	#1	Cont.	Full, well rooted plant
SVMG	12	Miscanthus sinensis 'Morning Light'	Silver Variegated Maidengrass	#1	Cont.	Full, well rooted plant

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE			SPECIFICATION / NOTES
		BOTANICAL NAME	COMMON NAME				
HERBACEOUS PERENNIALS							
PPCB	12	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells	#1	Cont.		Full, well rooted plant, evenly shaped
FH	12	Hosta fortunei 'Francee'	Francee Hosta	#1	Cont.		Full, well rooted plant, evenly shaped

PLAN KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES
		SPECIFIED SEED MIX / SOD				
LAWN	41418	Lawn Establishment Area / Grading Area		SY		Reinder's Deluxe 50 Seed Mix (800-785-3301)
	410375	Erosion Matting for sloped seeded areas	see plan for area delineation	SF		EroTex D575 Erosion Control Blanket (or approved equal)
	4179	Stormwater Seed Mix	see plan for area delineation	SY		Cadno/ JF New Stormwater Seed Mix
Hardscape Materials						
	29	Heritage River Gravel Mulch (1.0-1.5" pieces)	Area: 2,100 SF	TN		2" depth
	1125	Aluminum Edge Restraint (gravel areas)	Permaloc ProSlide 3/16"x5.5" Black Duraflex Finish	LF		
	2100	Landscape Fabric	SF	SF		
	64	Shredded Hardwood Mulch (3" depth)	Area: 7,170 SF	CY		Bark Mulch; apply Preemergent after installation of mulch
	44	Soil Amendments (2" depth)	Area: 7,170 SF	CY		
	2525	Pulverized Topsoil (4" over lawn areas)	Area: 410,375 SF	CY		
	44	Pulverized Topsoil (2" over bed areas)	Area: 7,170 SF	CY		

*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan, including the graphics and notations depicted therein, shall govern.

Seed Compositions:

Reinder's Deluxe 50 Seed Mix (800-785-3301):

- 20% Kentucky Bluegrass (Sod Quality)
- 15% Newport Kentucky Bluegrass
- 15% Ken Blue Kentucky Bluegrass
- 25% Creeping Red Fescue
- 15% Quebec Perennial Ryegrass
- 10% Fiesta III Perennial Ryegrass

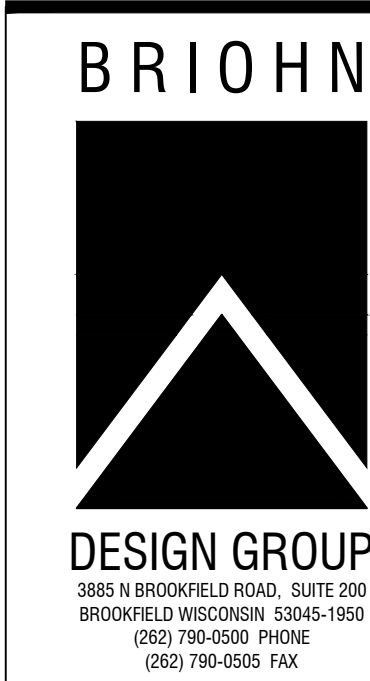
Seed at rate of 150-200# per acre



P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
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david@davidheller.com
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LANDSCAPE GENERAL NOTES

PLANT & MATERIAL SCHEDULE: NORTH BUILDING



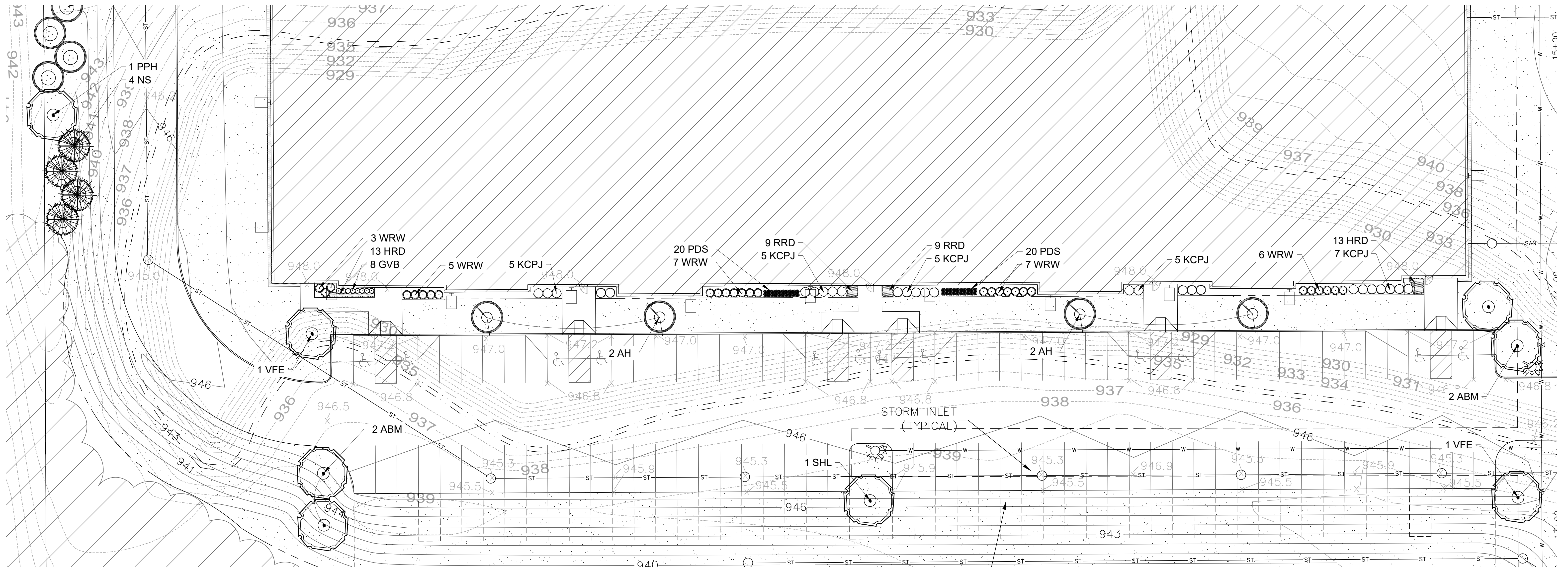
LANDSCAPE DETAILS, NOTES, & SCHEDULES

SHEET TITLE

PROPOSED BUILDINGS:
DICKMAN GERMANTOWN
SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

JOB: 3172
DRAWN: PCA
CHECKED: WDH
DATE: OCTOBER 31, 2019
SHEET:

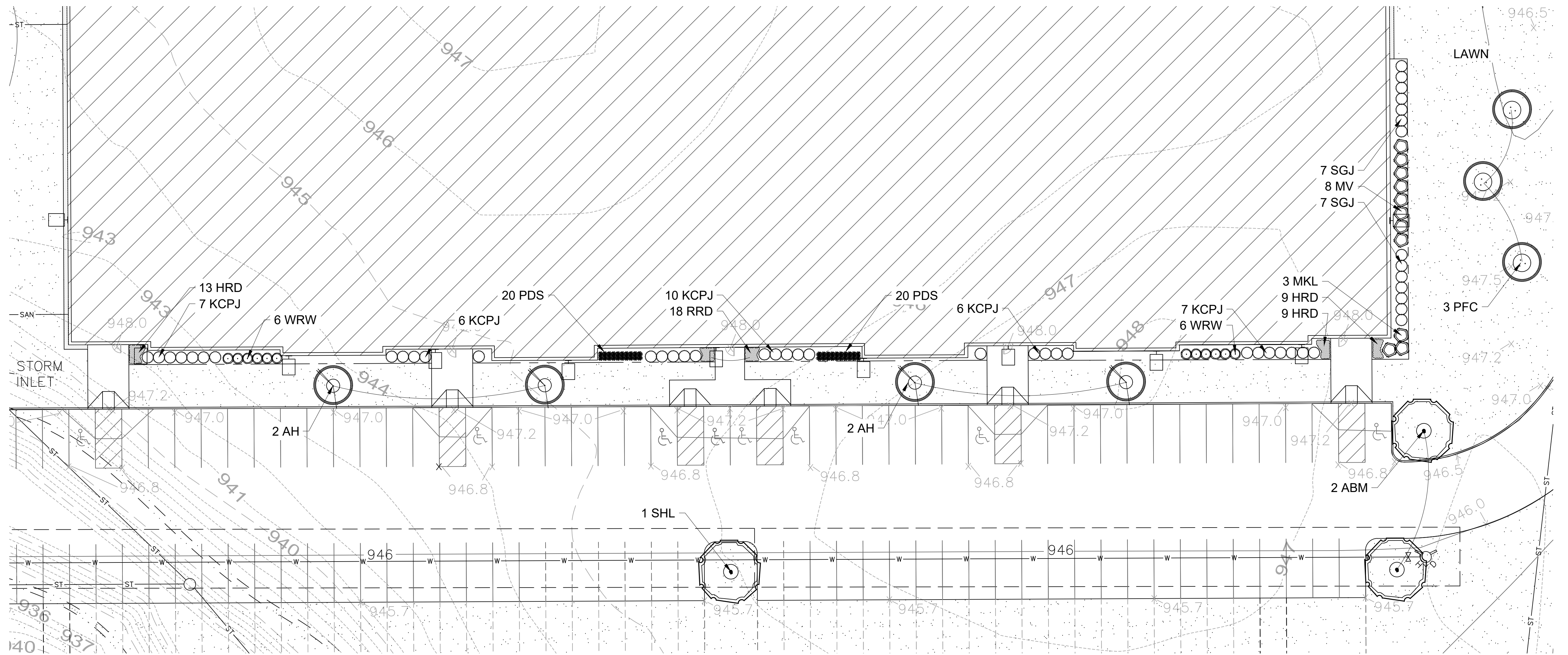
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FOUNDATION LANDSCAPE PLAN: SOUTHWEST BUILDING

Scale: 1" = 20'0"

- SHADE TREES (DECIDUOUS)**
- ABM Autumn Blaze Maple
 - CH Common Hackberry
 - SHL Skyline Honeylocust
 - VFE Valley Forge American Elm
- ORNAMENTAL TREES (DECIDUOUS)**
- AH American Hornbeam
 - PFC Prairie Fire Flowering Crabapple
- EVERGREEN TREES**
- NS Norway Spruce
 - BHS Black Hills Spruce
- EVERGREEN SHRUBS**
- GVB Green Velvet Boxwood
 - SGJ Sea Green Juniper
 - KCPJ Kallay Compact Pfitzer Juniper
- DECIDUOUS SHRUBS**
- MKL Miss Kim Dwarf Lilac
 - MV Mohican Viburnum
 - WRW Wine & Roses Compact Weigela
- ORNAMENTAL GRASSES**
- PDS Prairie Dropseed
- HERBACEOUS PERENNIALS**
- HRD Happy Returns Daylily
 - RRD Rosy Returns Daylily
- PLANT ABBREVIATIONS**



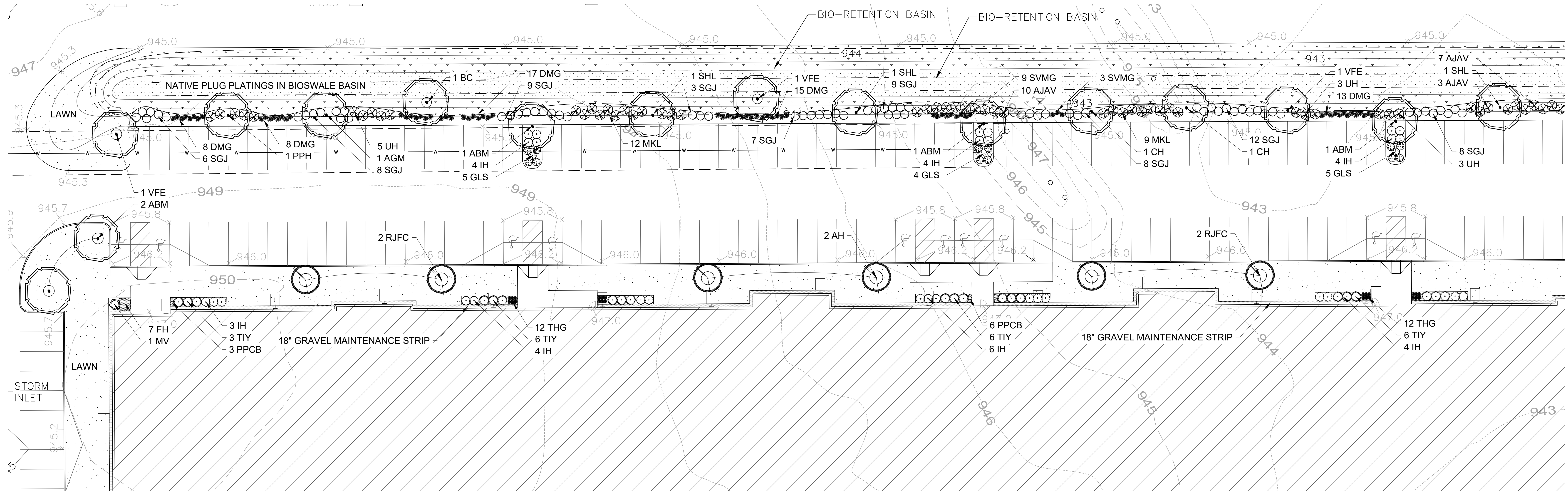
FOUNDATION LANDSCAPE PLAN: SOUTHEAST BUILDING

Scale: 1" = 20'0"



TO OBTAIN LOCATIONS OF
PARTICIPANTS UNDERGROUND
FACILITIES BEFORE YOU
DO ANY WORK

CALL DIGGERS HOTLINE
811 or 1-800-242-8611
MILWAUKEE AREA 255-1181
WIS. STATUTE 182.075(1974)
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE



FOUNDATION LANDSCAPE PLAN: NORTH BUILDING

Scale: 1" = 20'0"

SHADE TREES (DECIDUOUS)

- ARM Armstrong Red Maple
- ABM Autumn Blaze Maple
- CH Common Hackberry
- PPH Prairie Pride Hackberry
- SHL Skyline Honeylocust
- AGM Autumn Gold Maidenhair
- SWO Swamp White Oak
- BC Bald Cypress
- GSL Greenspire Linden
- VFE Valley Forge American Elm

ORNAMENTAL TREES (DECIDUOUS)

- AH American Hornbeam
- RJFC Red Jewel Flowering Crabapple
- JTL Ivory Silk Japanese Tree Lilac

EVERGREEN TREES

- CF Concolor Fir
- NS Norway Spruce

EVERGREEN SHRUBS

- SGJ Sea Green Juniper
- TIY Taunton Intermediate Yew

DECIDUOUS SHRUBS

- IH Incredible Hydrangea
- UH Unique Hydrangea
- GLS Gro Low Fragrant Sumac
- MKL Miss Kim Dwarf Lilac
- AJAV Autumn Jazz Arrowwood Viburnum
- MV Mohican Viburnum

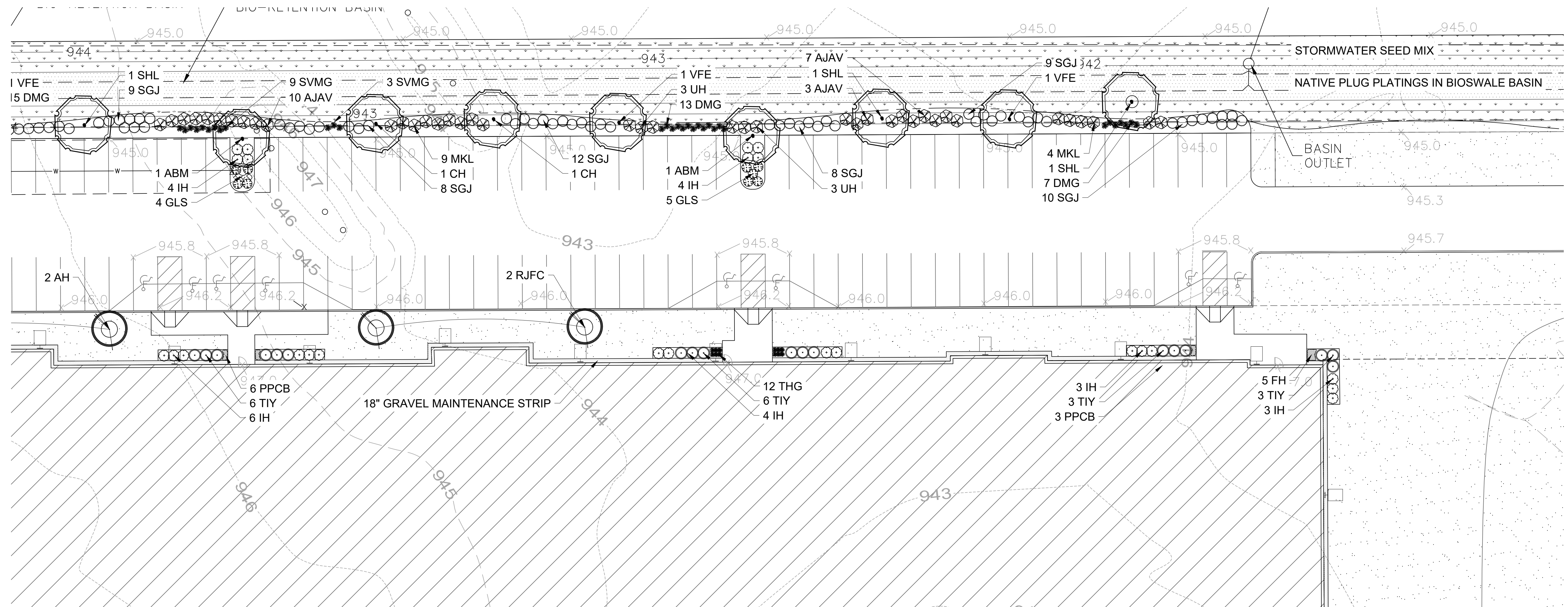
ORNAMENTAL GRASSES

- THG Tufted Hair Grass
- DMG Dwarf Maidengrass
- SVMG Silver Variegated Maidengrass

HERBACEOUS PERENNIALS

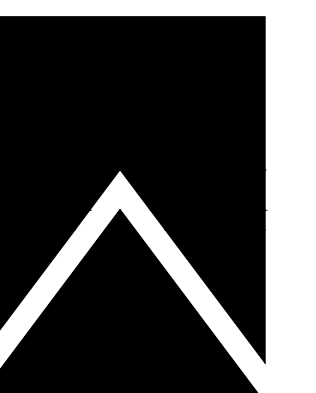
- PPCB Palace Purple Coralbells
- FH Franchise Hosta

PLANT ABBREVIATIONS



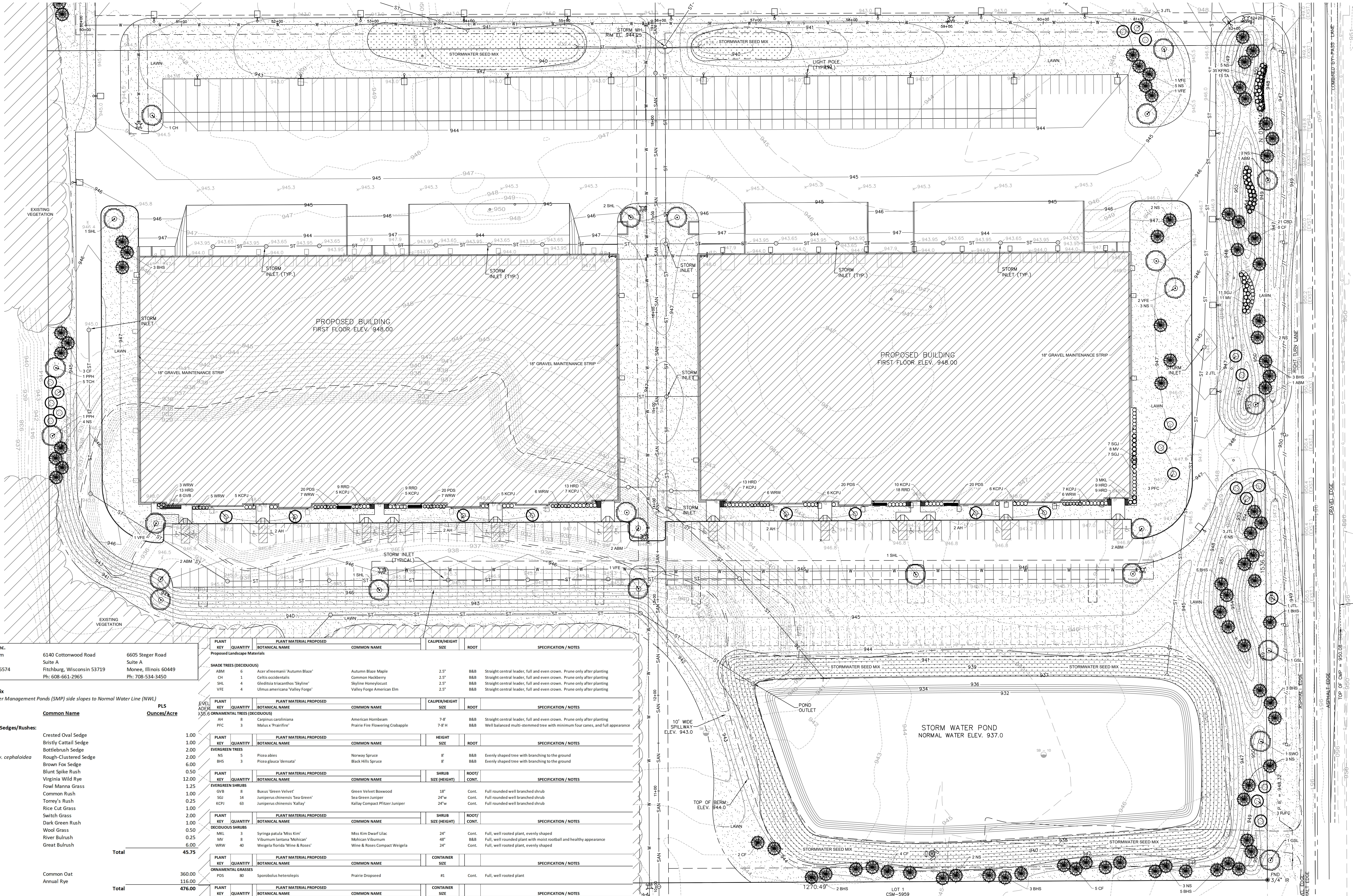
FOUNDATION LANDSCAPE PLAN: NORTH BUILDING

Scale: 1" = 20'0"





CALL DIGGERS HOTLINE
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CARDNO / JF New, Inc.
www.cardnojnew.com
Juncus torreyi
Walkerton, Indiana 46574
Ph: 574-586-3400

6140 Cottonwood Road
Suite A
Fitchburg, Wisconsin 53719
Ph: 608-661-2965

6605 Steger Road
Suite A
Monee, Illinois 60449
Ph: 708-534-3450

Stormwater Seed Mix
For Use on Stormwater Management Ponds (SMP) side slopes to Normal Water Line (NWL)

Botanical Name Common Name PLS Ounces/Acre

Permanent Grasses/Sedges/Rushes:

Carex chistatella Crested Oval Sedge
Carex frankii Bristly Cattail Sedge
Carex lurida Bottlebrush Sedge
Carex sparganoides v. cephaloides Rough-Clustered Sedge
Carex vulpinoidea Brown Fox Sedge
Eleocharis ovata Blunt Spike Rush
Elymus virginicus Virginia Wild Rye
Glyceria striata Fowl Nanna Grass
Juncus effusus Common Rush
Juncus torreyi Torrey's Rush
Leersia oryzoides Rice Cut Grass
Panicum virgatum Switch Grass
Sclerurus stramineus Dark Green Rush
Scirpus opeffusus Wood Grass
Scirpus fluvialis River Bulrush
Scirpus validus Great Bulrush

Temporary Cover:

Avena sativa Common Oat
Lolium multiflorum Annual Rye

Forbs:

Alisma spp. Water Plantain (Various Mix)
Asclepias incarnata Swamp Milkweed
Bidens spp. Bidens (Various Mix)
Helenium autumnale Sneezeweed
Mimulus ringens Monkey Flower
Penthorum sedoides Ditch Stonecrop
Polygonum pensylvanicum Pinkweed
Rudbeckia subtomentosa Sweet Black-Eyed Susan
Sagittaria latifolia Broad Leaf Arrowhead
Senna hebecarpa Wild Senna
Thalictrum dasycarpum Purple Meadow Rue

Approximate area of coverage:

Total area (SF) of coverage surrounding SWM ponds: 39,710
Total area (acres) of coverage surrounding SWM ponds: 0.91

PLANT MATERIAL PROPOSED				CALIPER/HEIGHT		SPECIFICATION / NOTES	
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT		
Proposed Landscape Materials							
SHADE TREES (DECIDUOUS)							
ABM	6	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting	
CH	1	Celtis occidentalis	Common Hackberry	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting	
SHL	4	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting	
VIF	4	Ulmus americana 'Valley Forge'	Valley Forge American Elm	2.5"	B&B	Straight central leader, full and even crown. Prune only after planting	
EVERGREEN TREES							
NS	5	Picea abies	Norway Spruce	8'	B&B	Evenly shaped tree with branching to the ground	
BHS	3	Picea glauca 'densata'	Black Hills Spruce	8'	B&B	Evenly shaped tree with branching to the ground	
SHRUBS							
KEY	QUANTITY <th>BOTANICAL NAME</th> <th>COMMON NAME</th> <th>SHRUB SIZE (HEIGHT)</th> <th>ROOT/CONT.</th> <th colspan="2">SPECIFICATION / NOTES</th>	BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	
GVB	8	Buxus 'Green Velvet'	Green Velvet Boxwood	18"	Cont.	Full rounded well branched shrub	
SGJ	14	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24"	Cont.	Full rounded well branched shrub	
KCPJ	63	Juniperus chinensis 'Kallay'	Kallay Compact Juniper	24"	Cont.	Full rounded well branched shrub	
DECIDUOUS SHRUBS							
MKL	3	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	24"	Cont.	Full, well rooted plant, evenly shaped	
MV	8	Viburnum lantana 'Molokai'	Molokai Viburnum	48"	B&B	Full, well rounded plant with moist rootball and healthy appearance	
WRW	40	Weigela florida 'Vine & Rose'	Vine & Rose Compact Weigela	24"	Cont.	Full, well rooted plant, evenly shaped	
ORNAMENTAL GRASSES							
PDS	80	Sporobolus heterolepis	Prairie Droppeds	#1	Cont.	Full, well rooted plant	
HERBACEOUS PERENNIALS							
HRD	57	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped	
RRD	36	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped	
LAWN							
KEY	QUANTITY <th>BOTANICAL NAME</th> <th>COMMON NAME</th> <th>CONTAINER SIZE</th> <th>SPECIFICATION / NOTES</th> <th colspan="2"></th>	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPECIFICATION / NOTES		
55117		Lawn Establishment Area / Grading Area			SY	Reinder's Deluxe 50 Seed Mix (800-785-3301)	
280000		Erosion Matting for sloped seeded areas	see plan for area delineation		SF	EroTex D575 Erosion Control Blanket (or approved equal)	
412		Stormwater Seed Mix	see plan for area delineation		SY	Cardno / JF New Stormwater Seed Mix	
Hardscape Materials							
20		Heritage River Gravel Mulch (1.0-1.5" pieces)	Area: 1,450 SF		TN	2" depth	
985		Aluminum Edge Restraint (gravel areas)	Permaloc ProSlide 3/16"x5.5" Black Duraflex Finish		LF		
1400		Landscape Fabric	SF		SF		
47		Shredded Hardwood Mulch (1" depth)	Area: 5,040 SF		CY	Bark Mulch; apply Preemergent after installation of mulch	
31		Soil Amendments (2" depth)	Area: 5,040 SF		CY		
366		Pulverized Topsoil (4" over lawn areas)	Area: 315,710 SF		CY		
31		Pulverized Topsoil (2" over bed areas)	Area: 5,040 SF		CY		

*Landscape counts & quantities are provided as a service to the Landscape Contractor. Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan, including the graphics and notations depicted therein, shall govern.

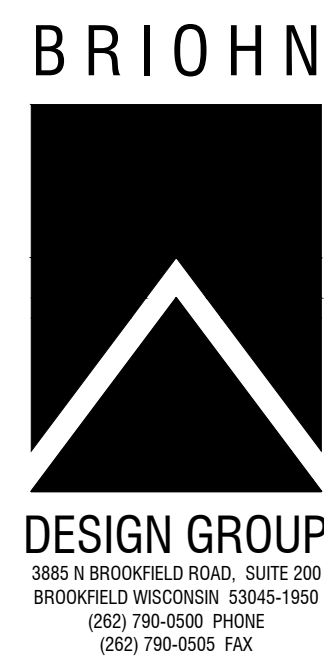
Seed Compositions:
Reinder's Deluxe 50 Seed Mix (800-785-3301):
20% Kentucky Bluegrass (Cool Season)
15% Newport Kentucky Bluegrass
15% Ken Blue Kentucky Bluegrass
25% Creeping Red Fescue

Seed at rate of 10-2000 per acre



P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com

PLANT & MATERIAL SCHEDULE: SOUTH BUILDINGS



ENLARGED LANDSCAPE PLAN - SOUTH SITE

DICKMAN GERMANTOWN

SW CORNER - ROCKFIELD RD & GOLDENDALE RD
GERMANTOWN, WI 53022

PROPOSED BUILDINGS:



ENLARGED LANDSCAPE PLAN

Scale: 1" = 40'0"

JOB: 3172
DRAWN: PCA
CHECKED: WDH
DATE: OCTOBER 31, 2019
SHEET:

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TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DO IN WISCONSIN
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MILWAUKEE AREA 226-1881
WIS. STATUTE 182.07(5)(974)
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE

SHADE TREES (DECIDUOUS)

ARM Armstrong Red Maple
ABM Autumn Blaze Maple
CH Common Hackberry
PPH Prairie Pride Hackberry
SHL Skyline Honeylocust
AGM Autumn Gold Maidenhair
SWO Swamp White Oak
GSL Greenspire Linden
VEE Valley Forge American Elm

ORNAMENTAL TREES (DECIDUOUS)

TCH Thornless Cockspur Hawthorn
AFC Adams Flowering Crabapple
RJFC Red Jewel Flowering Crabapple
JTL Ivory Silk Japanese Tree Lilac

EVERGREEN TREES

CF Concolor Fir
NS Norway Spruce
BHS Black Hills Spruce

EVERGREEN SHRUBS

SGJ Sea Green Juniper
GSJ Green Sargent Juniper

DECIDUOUS SHRUBS

GD Gray Dogwood
CRD Cardinal Redtwig Dogwood
CW Common Witchhazel
TA Tardiva Hydrangea
MKL Miss Kim Dwarf Lilac
MV Mohican Viburnum

ORNAMENTAL GRASSES

KFRG Karl Foerster Feather Reed Grass

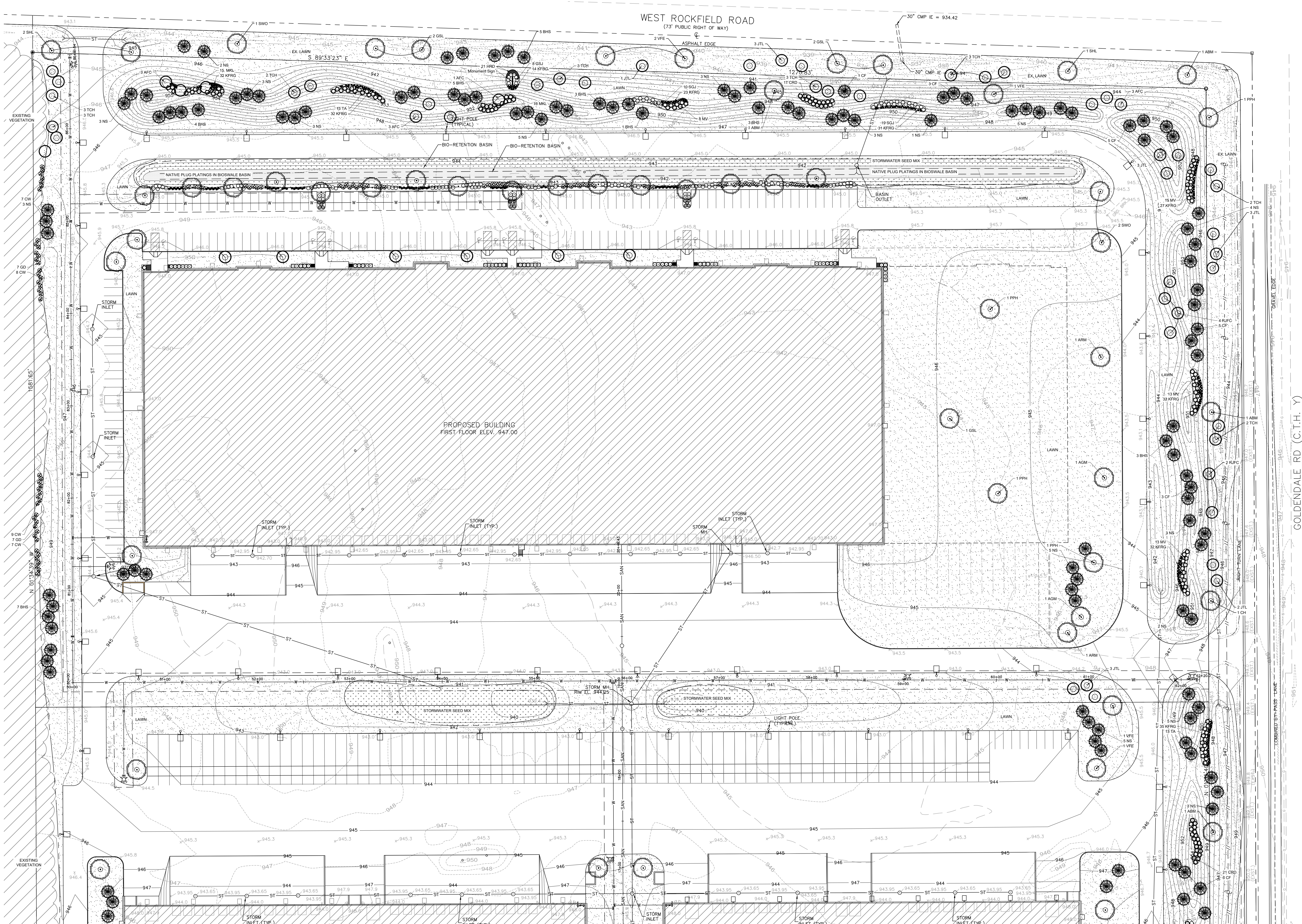
HERBACEOUS PERENNIALS

HRD Happy Returns Daylily

PLANT ABBREVIATIONS



P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com



BIOSWALE LIVE PLUG PLANTINGS

Plant Spacing: 18" on-center

Total Area: 12,507 SF Total Required Plants: 5559 Plants

QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES
926	<i>Aesclepias incarnata</i>	Swamp Milkweed	Qt.	18" o.c.	Full, well rooted plant, evenly shaped
926	<i>Aster nova-angliae</i>	New England Aster	Qt.	18" o.c.	Full, well rooted plant, evenly shaped
926	<i>Carex vulpinoidea</i>	Fox Sedge	Qt.	18" o.c.	Full, well rooted plant, evenly shaped
926	<i>Physostegia virginiana</i>	Obedient Plant	Qt.	18" o.c.	Full, well rooted plant, evenly shaped
926	<i>Spartina pectinata</i>	Prairie Cord Grass	Qt.	18" o.c.	Full, well rooted plant, evenly shaped
926	<i>Verbena hastata</i>	Blue Vervain	Qt.	18" o.c.	Full, well rooted plant, evenly shaped

BIOSWALE NATIVE PLANTINGS

BRIOHN



DESIGN GROUP
3885 N. BROOKFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53005-1850
(262) 780-8500 PHONE
(262) 780-0305 FAX

ENLARGED LANDSCAPE PLAN - NORTH SITE

SHEET TITLE

DICKMAN GERMANTOWN SW CORNER - ROCKFIELD RD & GOLDENDALE RD GERMANTOWN, WI 53022

PROPOSED BUILDINGS:

GOLDENDALE RD (C.T.H. Y)



ENLARGED LANDSCAPE PLAN

Scale: 1" = 40'0"

JOB: 3172
DRAWN: PCA
CHECKED: WDH
DATE: OCTOBER 31, 2019
SHEET:

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Weight: 0.0 lbs

Project:

Type:

Prepared By:

Date:

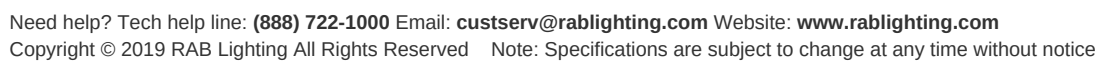
Technical Specifications

Other

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



WPLED4T105

TYPE: A

RAB Outdoor



Color: Bronze

Weight: 34.8 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current	Watts	105W
120V	0.89A	Color Temp	5000K (Cool)
208V	0.58A	Color Accuracy	70 CRI
240V	0.50A	L70 Lifespan	100,000
277V	0.44A	Lumens	13,680
Input Watts	109.4W	Efficacy	125 LPW
Efficiency	96%		

LED Info

Type	Constant Current	Watts	105W
120V	0.89A	Color Temp	5000K (Cool)
208V	0.58A	Color Accuracy	70 CRI
240V	0.50A	L70 Lifespan	100,000
277V	0.44A	Lumens	13,680
Input Watts	109.4W	Efficacy	125 LPW
Efficiency	96%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P00001796

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semi-circular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Need help? Tech help line: (888) 722-1000 Email: custserv@rablighting.com Website: www.rablighting.com
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Page 1 of 2

WPLED4T150

TYPE: B

RAB Outdoor



Color: Bronze

Weight: 34.8 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current	Watts	150W
120V	1.31A	Color Temp	5000K (Cool)
208V	0.86A	Color Accuracy	71 CRI
240V	0.69A	L70 Lifespan	100,000
277V	0.60A	Lumens	18,464
Input Watts	155.8W	Efficacy	118.5 LPW
Efficiency	96%		

LED Info

Type	Constant Current	Watts	150W
120V	1.31A	Color Temp	5000K (Cool)
208V	0.86A	Color Accuracy	71 CRI
240V	0.69A	L70 Lifespan	100,000
277V	0.60A	Lumens	18,464
Input Watts	155.8W	Efficacy	118.5 LPW
Efficiency	96%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P0000174K

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semi-circular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

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ALED4T150

TYPE: C

RAB Outdoor



Color: Bronze

Weight: 32.9 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current	Watts	150W
120V	1.31A	Color Temp	5000K (Cool)
208V	0.86A	Color Accuracy	71 CRI
240V	0.69A	L70 Lifespan	100,000
277V	0.60A	Lumens	18,464
Input Watts	155.8W	Efficacy	118.5 LPW
Efficiency	96%		

LED Info

Type	Constant Current	Watts	150W
120V	1.31A	Color Temp	5000K (Cool)
208V	0.86A	Color Accuracy	71 CRI
240V	0.69A	L70 Lifespan	100,000
277V	0.60A	Lumens	18,464
Input Watts	155.8W	Efficacy	118.5 LPW
Efficiency	96%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P0000175F

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

Dark Sky Conformance:

Conforms to (allows for conformance to) the IDA's fully shielding requirement, emitting no light above 90 degrees (with the exclusion of incidental light reflecting from fixture housing, mounts, and pole).

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semi-circular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Effective Projected Area:

EPA = 0.75

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins

Lens:

Tempered glass lens

Housing:

Die-cast aluminum housing, lens frame and mounting arm

IP Rating:

Ingress Protection rating of IP66 for dust and water

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease. Round pole diameter must be >4" to mount fixtures at 90° orientation.

Reflector:

Specular vacuum-metallized polycarbonate

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WPLED4T105

RAB Outdoor

Technical Specifications (continued)

Electrical

THD:

7.6% at 120V, 16.5% at 277V

Drivers:

Two Drivers, Constant Current, Class 2, 1400mA, 100-277V, 50/60Hz, 0.8A, Power Factor 99%

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Patents:

The design of WPLED105 is protected by patents pending in US, Canada, China, Taiwan and Mexico

Buy American Act Compliance:

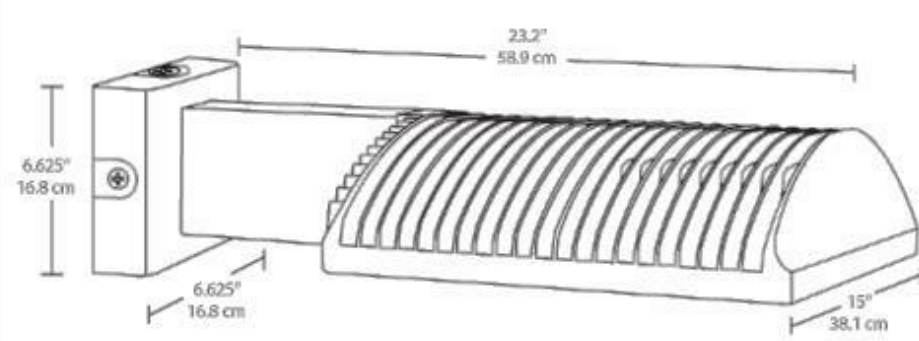
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G2

Dimensions



Features

High performance LED light engine
Maintains 70% of initial lumens at 100,000-hours
Weatherproof high temperature silicone gaskets
Superior heat sinking with die cast aluminum housing and external fins
Replaces 400W MH
100 up to 277 Volts
5-Year, No-Compromise Warranty

Ordering Matrix

Family	Optics	Wattage	Color Temp	Mounting	Finish	Driver Options	Other Options
WPLED	4T	105					
4T = Type IV 3T = Type III 2T = Type II	50 = 50W 78 = 78W 105 = 105W 125 = 125W 150 = 150W	Blank = 5000K (Cool) N = 4000K (Neutral) Y = 3000K (Warm)	Blank = Arm FX = Flat Mount	Blank = Bronze W = White	Blank = Standard /480 = 480V /BL = Bi-Level /D10 = 0-10V Dimming /480D10 = 480V 0-10V Dimming	Blank = Standard /PC = 120V Photocell /PC2 = 277V Photocell /PCT = 120-277V Twistlock Photocell /PCT4 = 480V Twistlock Photocell /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell /PCS4 = 480V Swivel Photocell /WS2 = Multi-Level Motion Sensor (20 ft. mt. ht.) /WS4 = Multi-Level Motion Sensor (40 ft. mt. ht.) /LC = Lightcloud Controller	

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WPLED4T150

RAB Outdoor

Technical Specifications (continued)

Electrical

THD:

4.7% at 120V, 13.3% at 277V

Driver:

One Driver, Constant Current, Class 2, 2100mA, 100-277V, 50-60Hz, Power Factor 99%

Other

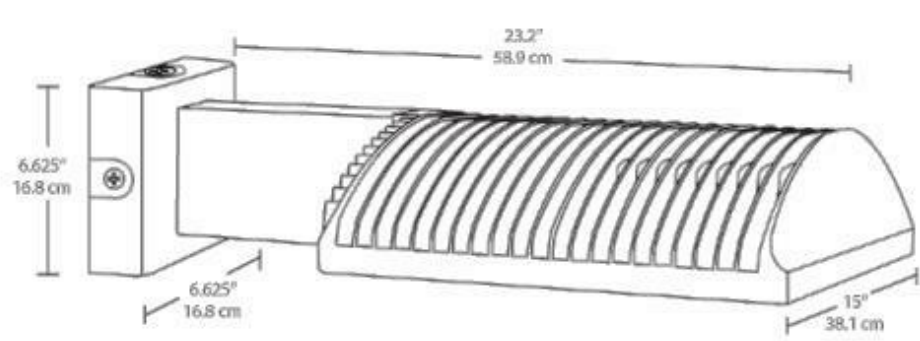
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Patents:

The design of WPLED150 is protected by patents pending in US, Canada, China, Taiwan and Mexico

Dimensions



Features

High performance LED light engine
Maintains 70% of initial lumens at 100,000-hours
Weatherproof high temperature silicone gaskets
Superior heat sinking with die cast aluminum housing and external fins
Replaces 400W MH
100 up to 277 Volts
5-Year, No-Compromise Warranty

Ordering Matrix

Family	Optics	Wattage	Color Temp	Mounting	Finish	Driver Options	Other Options
WPLED	4T	150					
4T = Type IV 3T = Type III 2T = Type II	50 = 50W 78 = 78W 105 = 105W 125 = 125W 150 = 150W	Blank = 5000K (Cool) N = 4000K (Neutral) Y = 3000K (Warm)	Blank = Arm FX = Flat Mount	Blank = Bronze W = White	Blank = Standard /480 = 480V /BL = Bi-Level /D10 = 0-10V Dimming /480D10 = 480V 0-10V Dimming	Blank = Standard /PC = 120V Photocell /PC2 = 277V Photocell /PCT = 120-277V Twistlock Photocell /PCT4 = 480V Twistlock Photocell /PCS = 120V Swivel Photocell /PC52 = 277V Swivel Photocell /PCS4 = 480V Swivel Photocell /WS2 = Multi-Level Motion Sensor (20 ft. mt. ht.) /WS4 = Multi-Level Motion Sensor (40 ft. mt. ht.) /LC = Lightcloud Controller	

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ALED4T150

RAB Outdoor

Technical Specifications (continued)

Construction

Gaskets:

High-temperature silicone gaskets

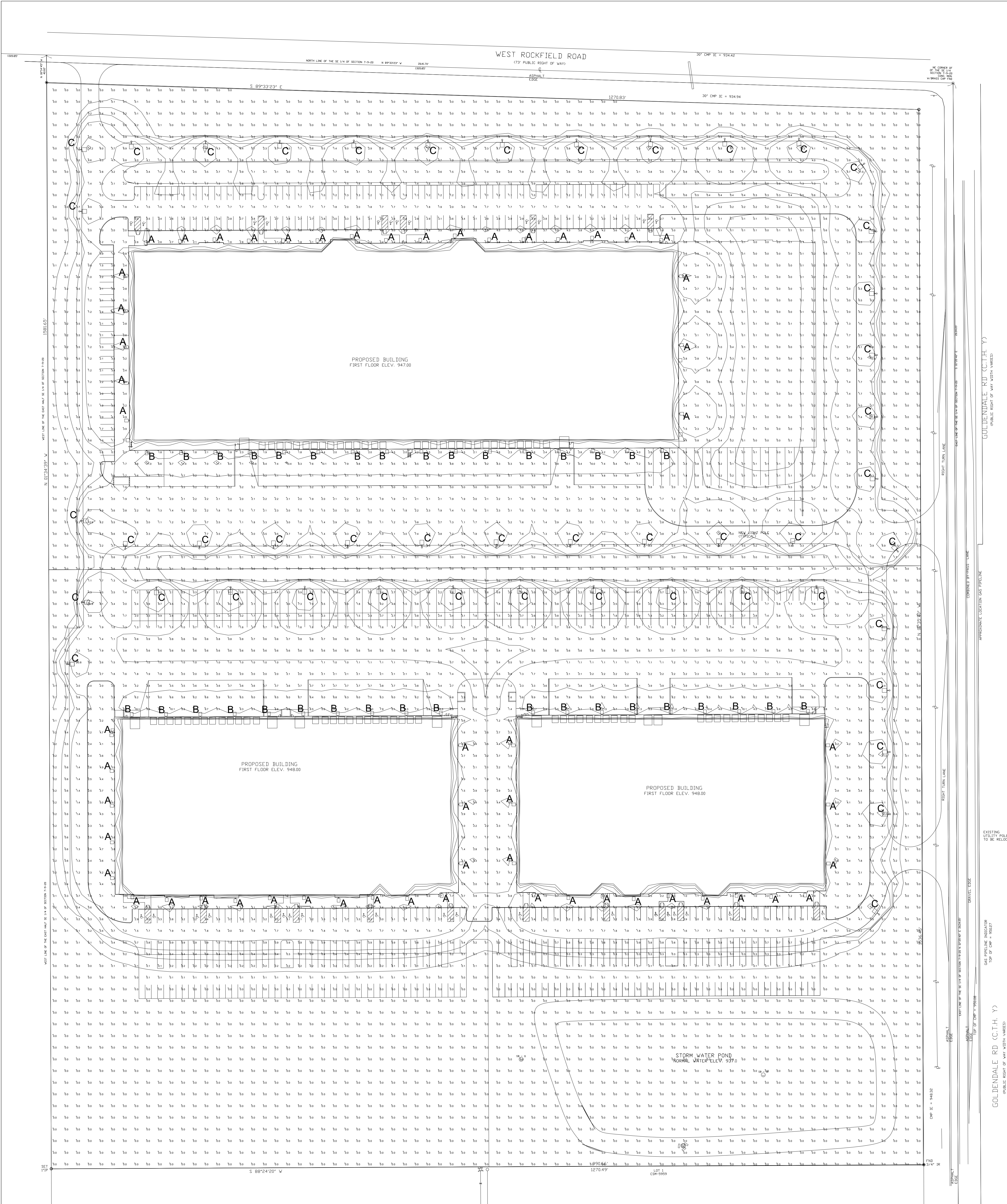
Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Electrical



Luminaire Schedule						
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps Wattage
	A	57	RAB LIGHTING, INC.	WPLED4T105 (TYPE IV)	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED 2-PIECE PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST PAINTED METAL LENS FRAME.	6 155.7
				Building Mounted at 24'		
	B	35	RAB LIGHTING, INC.	WPLED4T150 (TYPE IV)	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED 2-PIECE PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	6 155.7
				Building Mounted at 24'		
	C	47	RAB LIGHTING, INC.	ALED4T150 (TYPE IV)	CAST FINNED METAL HOUSING, 6 CIRCUIT BOARDS EACH WITH 1 LED, MOLDED 2-PIECE PLASTIC REFLECTOR WITH SPECULAR FINISH AND 1 APERTURE PER LED, CLEAR FLAT GLASS LENS IN CAST GRAY PAINTED METAL LENS FRAME.	6 155.7
				20' pole mounted on a 2" base (Back light shields will be installed on all pole fixtures)		

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Calc Zone #1	+	1.1 fc	12.6 fc	0.0 fc	N/A	N/A	0.1:1

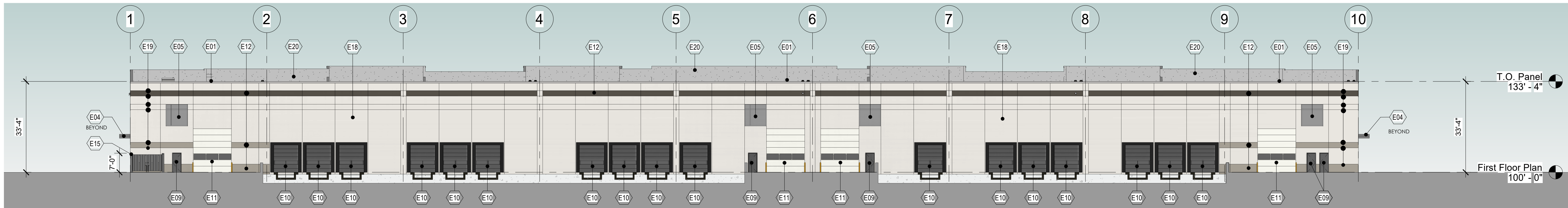
HFP electric
ELECTRICAL CONTRACTOR
RESIDENTIAL • COMMERCIAL • INDUSTRIAL
262-644-6940

GERMANTOWN INDUSTRIAL SITE

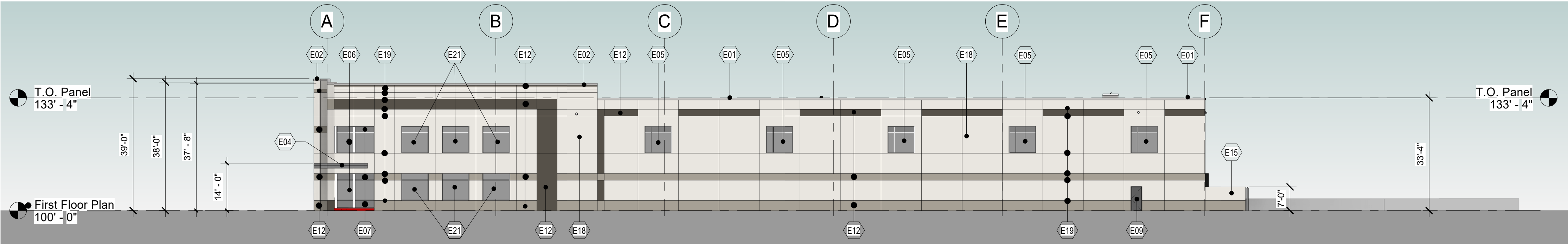
Exterior Photometric
Lighting Plan

DATE: 10-31-19

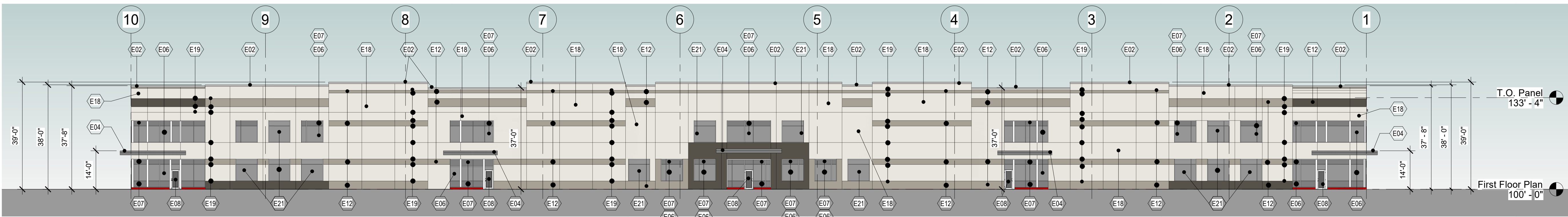
E-1.0



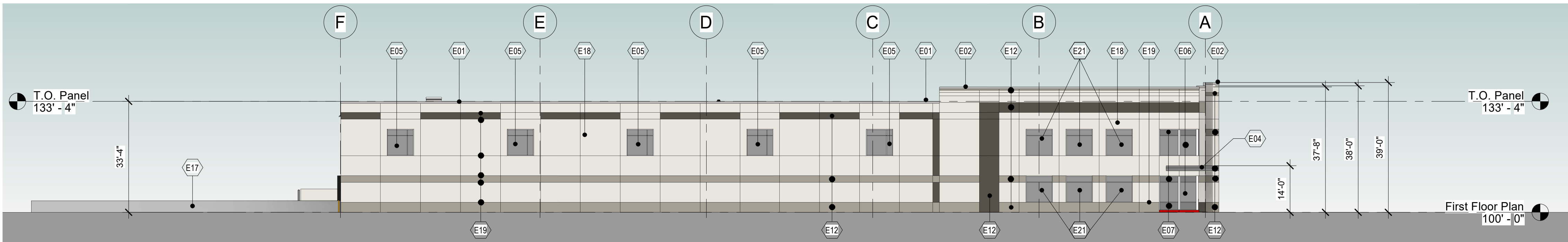
1 NORTH ELEVATION
1" = 20'-0"



2 EAST ELEVATION
1" = 20'-0"



3 SOUTH ELEVATION
1" = 20'-0"



4 WEST ELEVATION
1" = 20'-0"

THE PROPOSED COMMERCIAL NON-RESIDENTIAL BUILDING TO BE LOCATED IN CLIMATE ZONE 6 (PER IECC SECTION 502) PER TABLE 502.2 (1). BUILDING ENVELOPE REQUIREMENTS - OPAQUE ASSEMBLIES.

ROOFS - PROPOSED ROOF INSULATION ENTIRELY ABOVE DECK R-20ci REQUIRED AND R-25ci PROVIDED MEETS OR EXCEEDS CODE MINIMUM.
WALLS ABOVE GRADE PROPOSED EXTERIOR WALL - MASS (PRECAST INSULATED CONCRETE) R-13.3ci REQUIRED AND R-15.37ci PROVIDED MEETS OR EXCEEDS CODE MINIMUM.

SLAB-ON-GRADE FLOORS - PROPOSED UNHEATED SLABS R-10 FOR 24 INCHES BELOW REQUIRED AND R-10 FOR 24 INCHES OR MORE PROVIDED MEETS OR EXCEEDS CODE MINIMUM.

PER TABLE 502.3 BUILDING ENVELOPE REQUIREMENTS: FENESTRATION
VERTICAL FENESTRATION (40% MAXIMUM ALLOWED ABOVE GRADE) 13.45% ACTUAL PROVIDED. REQUIRED U-FACTOR .40; ACTUAL PROVIDED .29 AND SHGC .41

PER 2015 IECC:

C402.5 AIR LEAKAGE THERMAL ENVELOPE.
PROPOSED BUILDING COMPLIES.

C402.5.1 AIR BARRIER PER C402.5.1.2.1 MATERIALS SEE EXCEPTION 13 CAST-IN-PLACE AND PRECAST CONCRETE.
PROPOSED BUILDING COMPLIES.

C402.5.2 AIR LEAKAGE FENESTRATION SEE EXCEPTION 1. FIELD FABRICATED FENESTRATION ASSEMBLIES THAT ARE SEALED IN ACCORDANCE WITH SECTION C402.5.1.
PROPOSED BUILDING COMPLIES.

C402.5.3 ROOMS CONTAINING FUEL - BURNING APPLIANCES EXCEPTION 1. DIRECT VENT APPLIANCES WITH BOTH INTAKE AND EXHAUST PIPES INSTALLED CONTINUOUS TO OUTSIDE.
PROPOSED BUILDING COMPLIES.

C402.5.4 DOORS AND ACCESS OPENINGS TO SHAFTS, CHUTES, STAIRWAYS AND ELEVATOR LOBBIES.
NOT APPLICABLE TO PROPOSED BUILDING.

C402.5.5 AIR INTAKES, EXHAUST OPENINGS, STAIRWAYS AND SHAFTS. IF REQUIRED TO BE DAMPERED.
PROPOSED BUILDING COMPLIES.

C402.5.6 LOADING DOCK WEATHER SEALS TO BE PROVIDED FOR LOADING DOCK DOORS.
PROPOSED BUILDING COMPLIES.

C402.5.7 VESTIBULES EXCEPTION 2. DOORS NOT INTENDED TO BE USED BY THE PUBLIC, SUCH AS DOORS TO MECHANICAL OR ELECTRICAL EQUIPMENT ROOMS, ON INTENDED SOLELY FOR EMPLOYEE USE. EXCEPTION 4 DOORS THAT OPEN DIRECTLY FROM A SPACE LESS THAN 3,000 SQUARE FEET IN AREA. EXCEPTION 6 DOORS USED PRIMARILY TO FACILITATE VEHICULAR MOVEMENT OR MATERIAL AND ADJACENT PERSONNEL DOORS.
PROPOSED BUILDING COMPLIES.

C402.5.8 RECESSED LIGHTING.
NOT APPLICABLE TO PROPOSED BUILDING.

KEYNOTE LEGEND ELEVATION

MARK	ELEVATION CODED NOTES
E01	PRE FINISHED METAL 24 GA. GRAVEL STOP COLOR SHALL BE "CLEAR ANODIZED FINISH".
E02	PRE FINISHED METAL 24 GA. METAL CAP/COPING FINISH COLOR SHALL BE "CLEAR ANODIZED FINISH".
E04	PRE FINISHED METAL 24 GA. METAL CANOPY AND SOFFIT FINISH COLOR SHALL BE "RED OR GREY FINISH" AS INDICATED ON ELEVATIONS.
E05	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED CLERKSTORY WINDOWS UNITS.
E06	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOWS UNITS - VISION.
E07	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOWS UNITS - SPANDREL.
E08	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOW AND ENTRY UNITS.
E09	3'-0" x 7'-0" INSULATED AND PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME WITH ADA HARDWARE - PAINTED TO MATCH ADJACENT WALL COLOR.
E10	9'-0" x 10'-0" INSULATED FACTORY PRE FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER-SEAL - PRE FINISHED COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE FULL PANEL VISION LITES. PROVIDE DOCK SEAL OR SHELTER.
E11	14'-0" x 16'-0" INSULATED FACTORY PRE FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER-SEAL - PRE FINISHED COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE FULL PANEL VISION LITES. PROVIDE 6" DIA x 3'-6" H PAINTED STEEL BOLLARDS.
E12	PRE FINISHED METAL ACCENT BAND "COLOR TO MATCH COLOR KEY".
E15	TRASH ENCLOSURE SIDEWALLS TO BE CONSTRUCTED OF PAINTED POURED AND REINFORCED 12" CONCRETE WALLS OR PAINTED PRE-CAST CONCRETE 10" WALLS "PAINT FINISH TO MATCH OFF WHITE OF MAIN BUILDING WALLS AS INDICATED ON ELEVATIONS".
E17	FREE STANDING POURED IN PLACE AND REINFORCED 12" CONCRETE WALLS EXTENDS TO 3'-6" OFF THE FINISH FLOOR FLANKING LOADING DOCK AREA WHERE SHOWN ON FLOOR PLAN.
E18	TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WALL PANELS "PAINT FINISH SHALL BE THREE COLORS WITH THE MAIN FIELD COLOR - OFF WHITE WITH THREE ACCENT COLORS AS INDICATED ON ELEVATIONS.
E19	TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WITH 1 1/2" REVEALS AS INDICATED ON ELEVATIONS".
E20	PARAPET WALLS LOCATED BEYOND.
E21	PAINTED WINDOW ACCENT - LIGHT GREY.

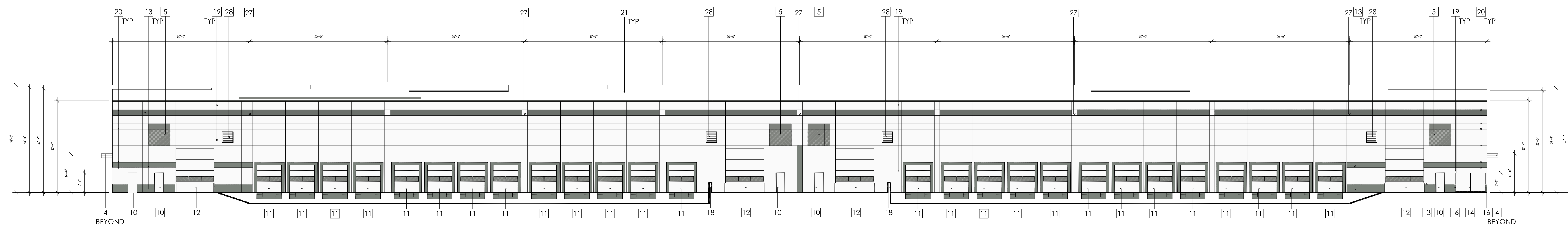
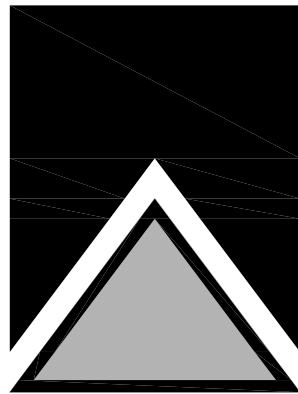
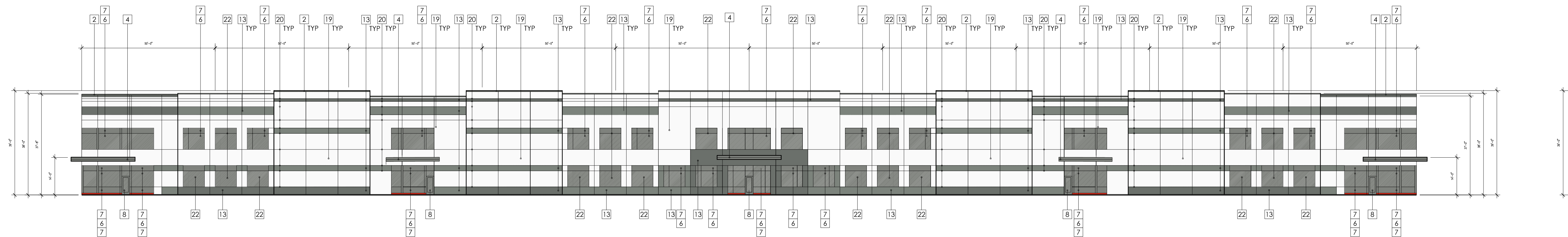
NOTE:
ALL EXTERIOR DOORS SHALL BE NUMBERED ON EXTERIOR SIDE
REQUIRED BY THE VILLAGE OF GERMANTOWN.

NOTE:
ALL WINDOWS SHALL BE LOW "E" COATED BRONZE-GREY TINTED 1" INSULATED GLAZING SET IN THERMALLY BROKEN "CLEAR" ANODIZED ALUMINUM WINDOW FRAMES WITH ACCENT METAL WHERE REFERENCED ON THE ELEVATIONS SHALL MATCH "CLEAR" COLOR. SPANDREL GLASS SHALL BE "BRONZE" TO COMPLEMENT VISION GLASS. U - VALUE / FACTOR - .29 WITH SH GC - .41

WINDOW TYPE NOTES:
SEE WINDOW TYPES ON SHEET A5.2 FOR INFORMATION ON SPECIFIED WINDOWS.

ELEVATION PAINT COLOR KEY:

	OFF WHITE BASE FIELD COLOR
	LIGHT GREY PRIMARY ACCENT COLOR
	MEDIUM GREY SECONDARY ACCENT COLOR
	RED SIGNATURE ACCENT COLOR

1 NORTH ELEVATION
Scale: 1" = 20'-0"2 SOUTH ELEVATION
Scale: 1" = 20'-0"

ELEVATION CODED NOTES:

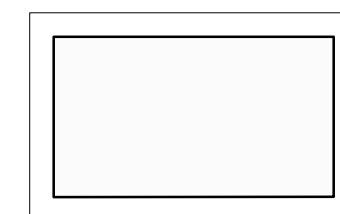
- 1 PRE FINISHED METAL 24 GA. GRAVEL STOP COLOR SHALL BE "CLEAR ANODIZED FINISH".
- 2 PRE FINISHED METAL 24 GA. METAL CAP/CORING FINISH COLOR SHALL BE "CLEAR ANODIZED FINISH".
- 3 PRE FINISHED METAL 24 GA. METAL CAP/CORING FINISH COLOR SHALL BE "RED FINISH".
- 4 PRE FINISHED METAL 24 GA. METAL CANOPY AND SOFFIT FINISH COLOR SHALL BE "RED OR GREY FINISH" AS INDICATED ON THE ELEVATIONS.
- 5 FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED CLERESTORY WINDOW UNITS.
- 6 FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E GREY TINTED STANDARD WINDOW UNITS - VISION.
- 7 FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E GREY TINTED STANDARD WINDOW UNITS - SPANDREL.
- 8 FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E GREY TINTED WINDOW AND ENTRY UNITS.
- 9 NOT USED.
- 10 3'-0" x 7'-0" INSULATED AND PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME WITH ADA HARDWARE - PAINTED TO MATCH ADJACENT WALL COLOR.
- 11 9'-0" x 10'-0" INSULATED FACTORY PRE-FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER-SEAL - PRE-FINISH COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE SHELTER, FULL PANEL VISION LITES AND DOCK LEVELER.
- 12 1'-4" x 1'-2" INSULATED FACTORY PRE-FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER-SEAL - PRE-FINISH COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE FULL PANEL VISION LITES, PROVIDE 6" DIA X 3'-6" H PAINTED STEEL BOLLARDS.
- 13 PRE-FINISHED PAINTED ACCENT BAND "COLOR TO MATCH COLOR KEY" (LIGHT GREY OR MEDIUM GREY).
- 14 PAINTED PRE-FINISHED METAL PANEL CLADDING ON GATES ATTACHED TO GALVANIZED STEEL FRAME AND 4" DIAMETER HINGED POSTS FOR SUPPORT "PAINT FINISH TO MATCH OFF WHITE COLOR OF WALL COLOR.
- 15 PRE-FINISHED PAINTED GALVANIZED STEEL GRATE STYLE STAIR AND LANDING WITH FRAMING, COLUMNS, GUARDRAILS AND HANDRAILS REQUIRED PER ADA CODE.
- 16 TRASH ENCLOSURE SIDEWALLS TO BE CONSTRUCTED OF PAINTED POURED AND REINFORCED 12" CONCRETE WALLS OR PAINTED PRE-CAST CONCRETE 10' WALLS "PAINT FINISH TO MATCH OFF WHITE OF MAIN BUILDING WALLS AS INDICATED ON ELEVATIONS."
- 17 FDC FIRE DEPARTMENT CONNECTION AND ALARM AS REQUIRED BY MENOMONEE FALLS FIRE DEPARTMENT.
- 18 FREE STANDING POURED IN PLACE AND REINFORCED 12" CONCRETE RETAINING WALLS EXTENDS TO 3'-6" ABOVE THE FINISH FLOOR FLANKING LOADING DOCK AREA WHERE SHOWN ON FLOOR PLAN.
- 19 TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WALL PANELS "PAINT FINISH SHALL BE THREE COLORS WITH THE MAIN FIELD COLOR - OFF WHITE WITH THREE ACCENT COLORS AS INDICATED ON ELEVATIONS."
- 20 TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WITH 1" REVEALS AS INDICATED ON ELEVATIONS."
- 21 PARAPET WALLS LOCATED BEYOND.
- 22 PAINTED WINDOW ACCENT - LIGHT GREY AND MEDIUM GREY.
- 23 PAINTED SIGNATURE ACCENT - RED. (NORTH BUILDING ONLY).
- 24 GAS METER & SERVICE NOT SHOWN LOCATION TO BE VERIFIED WITH GAS COMPANY (WE-ENERGIES).
- 25 ELECTRIC METER & SERVICE NOT SHOWN LOCATION TO BE VERIFIED WITH ELECTRIC COMPANY (WE-ENERGIES).
- 26 WALL MOUNTED LED LIGHT FIXTURES - NOT SHOWN - REFER TO EXTERIOR LIGHTING PLAN.
- 27 APPROXIMATE LOCATIONS OF PRE-FINISHED METAL ESCUTCHEON (LAMBS TONGUE STYLE) SECONDARY ROOF DRAINS AND COVERS.
- 28 APPROXIMATE LOCATIONS OF PRE-FINISHED METAL LOUVERS IF REQUIRED FOR AIR HANDLING.

NOTE:
ALL EXTERIOR DOORS SHALL BE NUMBERED ON THE EXTERIOR SIDE AS
REQUIRED BY THE VILLAGE OF GERMANTOWN.

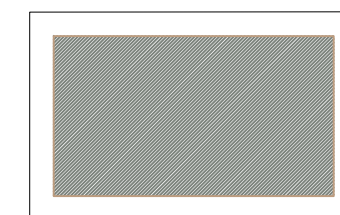
NOTE:
ROOF TOP UNITS SHALL BE INSTALLED BEHIND THE PARAPETS ON THE
ROOF TO PROVIDE SCREENING.

NOTE:
ALL WINDOWS SHALL BE LOW "E" COATED BRONZE-GREY TINTED 1"
INSULATED GLAZING SET IN THERMALLY BROKEN "BRONZE" ANODIZED
ALUMINUM WINDOW FRAMES WITH ACCENT METAL WHERE
REFERENCED ON THE ELEVATIONS SHALL MATCH "CLEAR ANODIZED" OR
"RED" COLOR.
SPANDREL GLASS SHALL BE "GREY TINT" TO COMPLEMENT VISION GLASS.

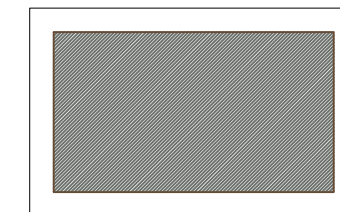
ELEVATION PAINT COLOR KEY:



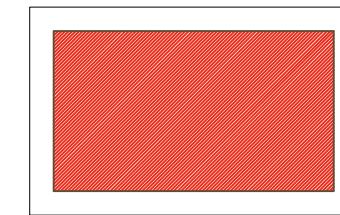
OFF WHITE BASE FIELD COLOR



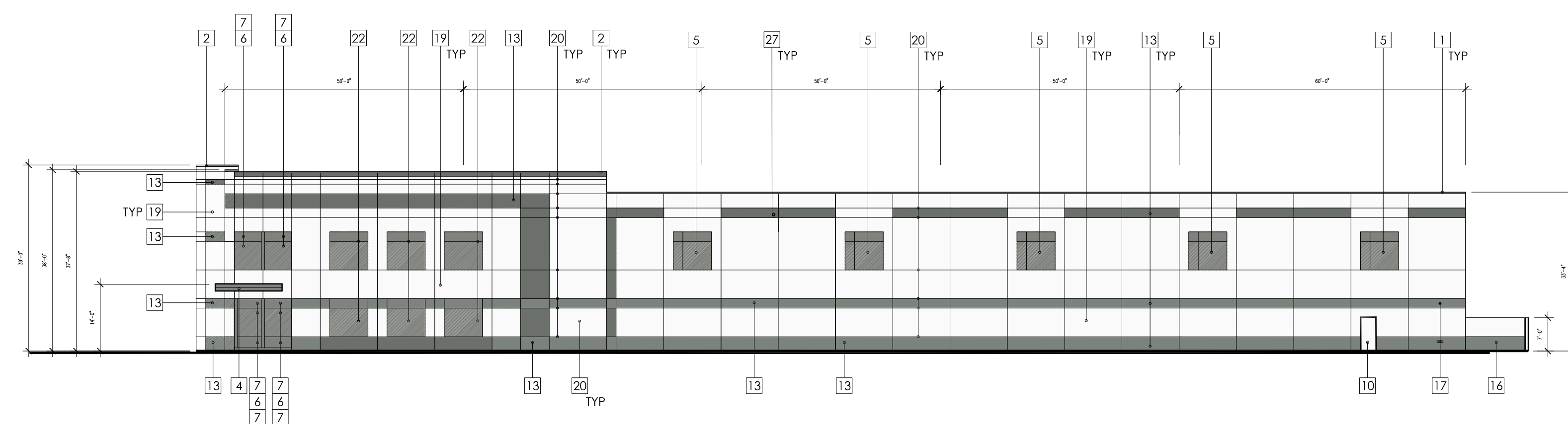
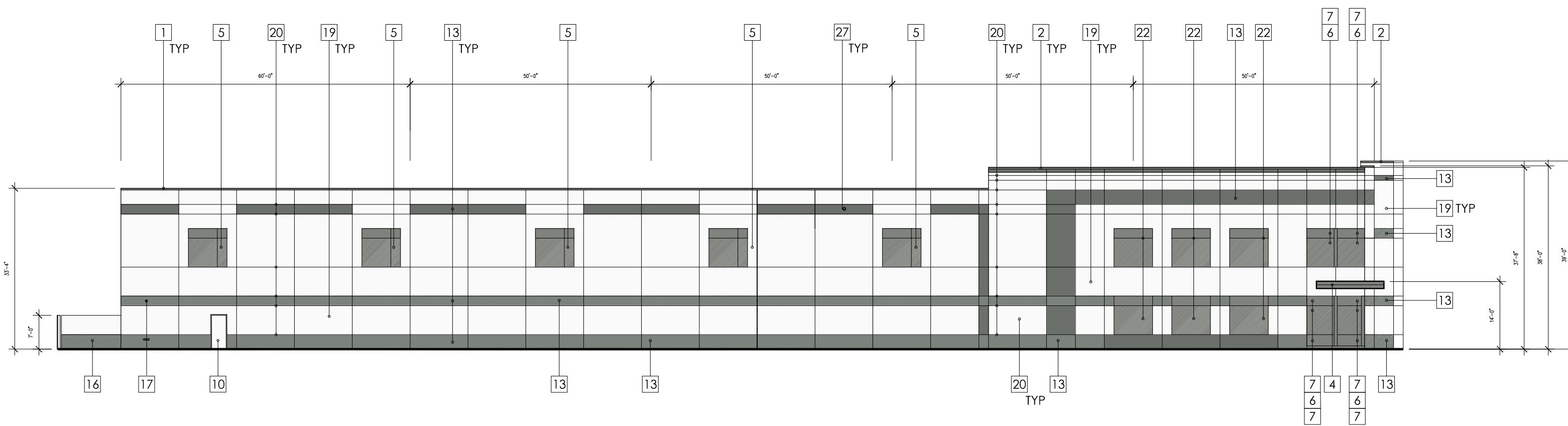
LIGHT GREY PRIMARY ACCENT COLOR

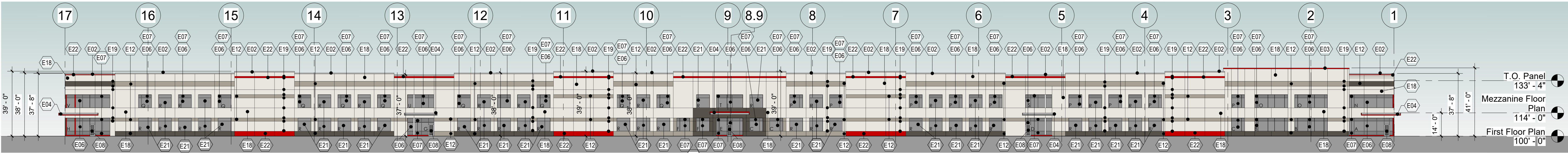


MEDIUM GREY SECONDARY ACCENT COLOR

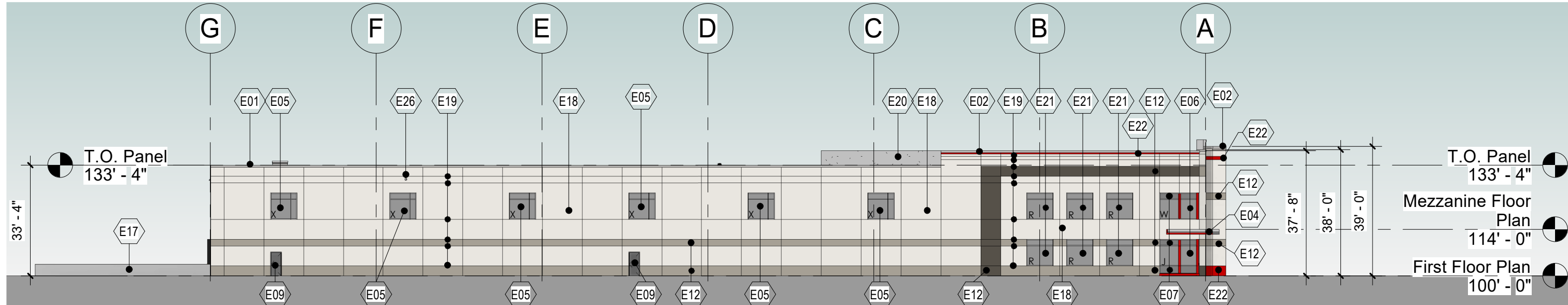


RED SIGNATURE ACCENT COLOR

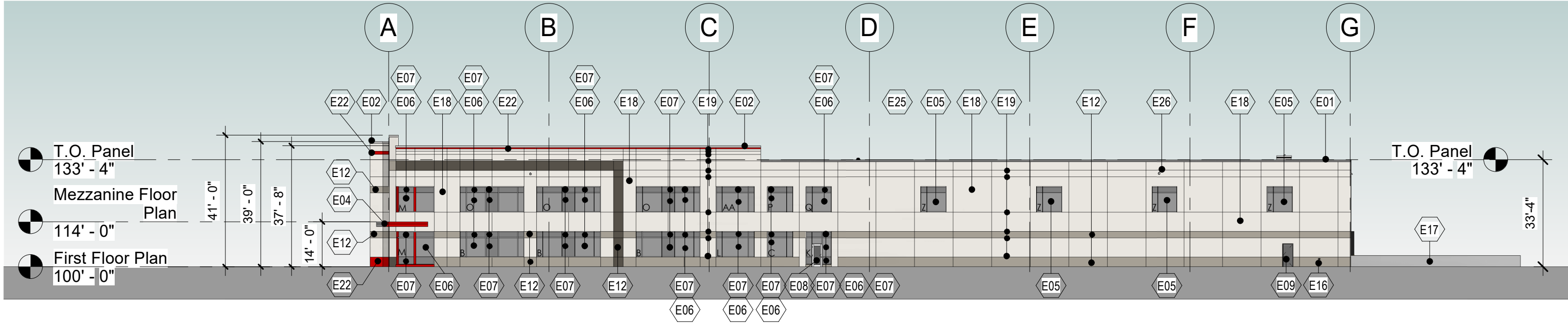
3 EAST ELEVATION
Scale: 1" = 20'-0"4 WEST ELEVATION
Scale: 1" = 20'-0"



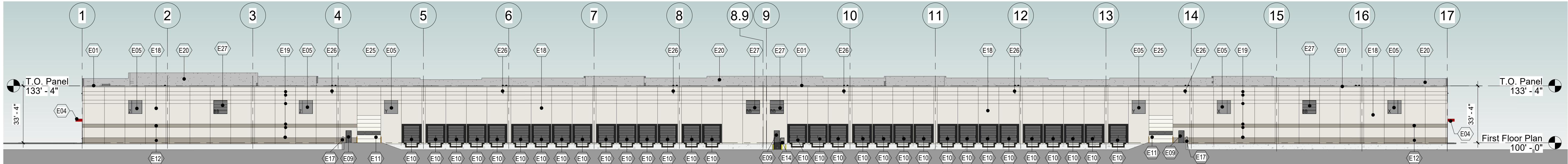
1 NORTH ELEVATION
1" = 30'-0"



2 EAST ELEVATION
1" = 30'-0"



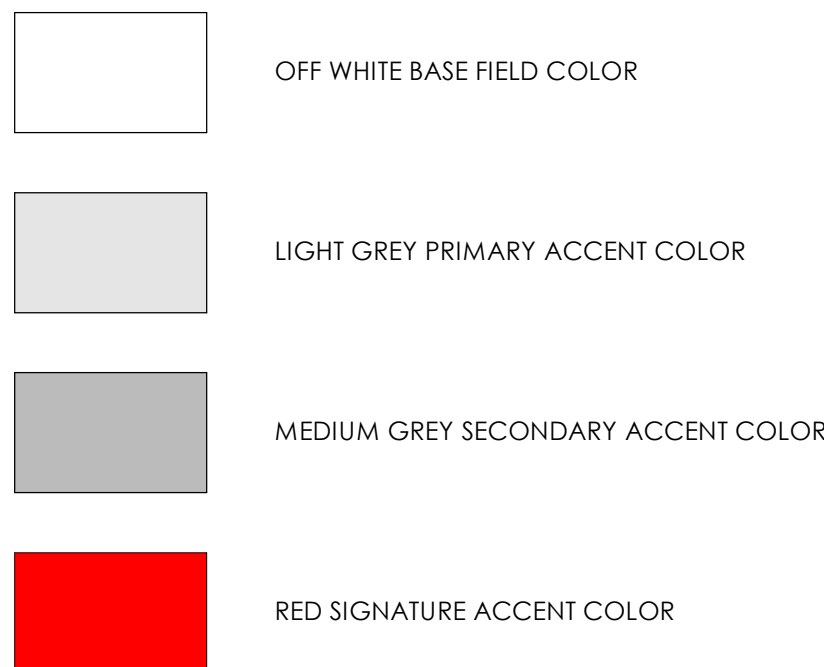
4 WEST ELEVATION
1" = 30'-0"



3 SOUTH ELEVATION
1" = 30'-0"

KEYNOTE LEGEND ELEVATION	
MARK	ELEVATION CODED NOTES
E01	PRE FINISHED METAL 24 GA. GRAVEL STOP COLOR SHALL BE "CLEAR ANODIZED FINISH".
E02	PRE FINISHED METAL 24 GA. METAL CAP/COPING FINISH COLOR SHALL BE "CLEAR ANODIZED FINISH".
E03	PRE FINISHED METAL 24 GA. METAL CAP/COPING FINISH COLOR SHALL BE "RED FINISH".
E04	PRE FINISHED METAL 24 GA. METAL CANOPY AND SLOPE FINISH COLOR SHALL BE "RED OR GREY FINISH" AS INDICATED ON ELEVATIONS.
E05	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED CLERSTORY WINDOWS UNITS.
E06	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOWS UNITS - VISION.
E07	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOWS UNITS - SPANDREL.
E08	FIXED AND THERMALLY BROKEN PRE FINISHED ALUMINUM FRAMED AND 1" INSULATED LOW-E TINTED STANDARD WINDOW AND ENTRY UNITS.
E09	3'-0" x 7'-0" INSULATED AND PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME WITH ADA HARDWARE - PAINTED TO MATCH ADJACENT WALL COLOR.
E10	9'-0" x 10'-0" INSULATED FACTORY PRE FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER SEAL - PRE FINISHED COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE FULL PANEL VISION LITES. PROVIDE DOCK SEAL OR SHELTER.
E11	14'-0" x 16'-0" INSULATED FACTORY PRE FINISHED "WHITE" STEEL OVERHEAD DOOR AND FRAME WITH WEATHER SEAL - PRE FINISHED COLOR TO COMPLEMENT OFF WHITE COLOR OF WALL COLOR. NOTE PROVIDE FULL PANEL VISION LITES. PROVIDE 6" DIA x 3'-6" H PAINTED STEEL BOLLARDS.
E12	PRE FINISHED METAL ACCENT BAND "COLOR TO MATCH COLOR KEY".
E14	PRE FINISHED PAINTED GALVANIZED STEEL GRATE STYLE STAIR AND LANDING WITH FRAMING. COLUMNS, GUARDRAILS AND HANDRAILS REQUIRED PER ADA CODE.
E16	IFC FIRE DEPARTMENT CONNECTION AND ALARM AS REQUIRED BY MENOMONEE FALLS FIRE DEPARTMENT (KNOX BOX LOCATION TO BE VERIFIED WITH FIRE DEPARTMENT OFFICIAL).
E17	FREE STANDING POURED IN PLACE AND REINFORCED 12" CONCRETE WALLS EXTENDS TO 3'-6" OFF THE FINISH FLOOR FINISHING DOOR AREA WHERE SHOWN ON FLOOR PLAN.
E18	TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WALL PANELS "PAINT FINISH SHALL BE THREE COLORS WITH THE MAIN FIELD COLOR - OFF WHITE WITH THREE ACCENT COLORS AS INDICATED ON ELEVATIONS.
E19	TYPICAL FOR - BUILDING WALLS SHALL BE CONSTRUCTED OF 10" INSULATED AND PAINTED PRE-CAST CONCRETE WITH 1 1/2" REVEALS AS INDICATED ON ELEVATIONS.
E20	PARAPET WALLS LOCATED BEYOND.
E21	PAINTED WINDOW ACCENT - LIGHT GREY.
E22	PAINTED SIGNATURE ACCENT - RED.
E25	WALL MOUNTED LED LIGHT FIXTURES - NOT SHOWN - REFER TO EXTERIOR LIGHTING PLAN.
E26	APPROXIMATE LOCATIONS OF PRE-FINISHED METAL ESCUTCHEON (LAMB'S TONGUE STYLE) SECONDARY ROOF DRAINS AND COVERS.
E27	APPROXIMATE LOCATIONS OF PRE-FINISHED METAL LOUVERS IF REQUIRED FOR AIR HANDLING.

ELEVATION PAINT COLOR KEY:



NOTE:
ALL EXTERIOR DOORS SHALL BE NUMBERED ON EXTERIOR SIDE
REQUIRED BY THE VILLAGE OF GERMANTOWN.

NOTE:
ROOF TOP UNITS SHALL BE INSTALLED BEHIND THE PARAPETS ON
THE ROOF TO PROVIDE SCREENING.

NOTE:
ALL WINDOWS SHALL BE LOW "E" COATED BRONZE-GREY TINTED 1"
INSULATED GLAZING SET IN THERMALLY BROKEN "CLEAR" ANODIZED
ALUMINUM WINDOW FRAMES WITH ACCENT METAL WHERE
REFERENCED ON THE ELEVATIONS SHALL MATCH "CLEAR" COLOR.
SPANDREL GLASS SHALL BE "BRONZE" TO COMPLEMENT VISION GLASS.
U - VALUE / FACTOR - .29 WITH SH GC - .41

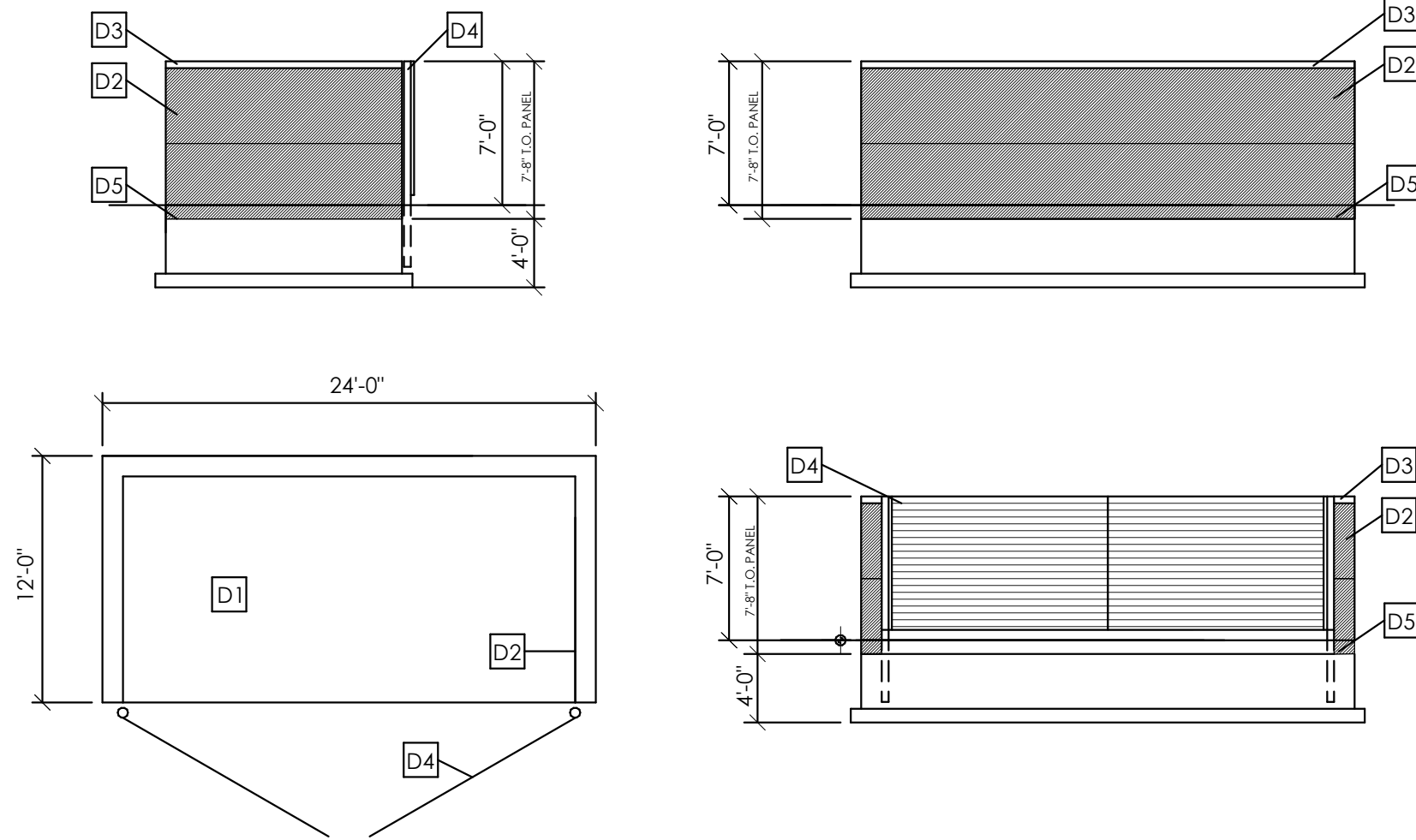
WINDOW TYPE NOTES:

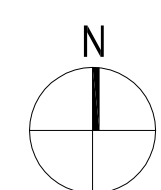
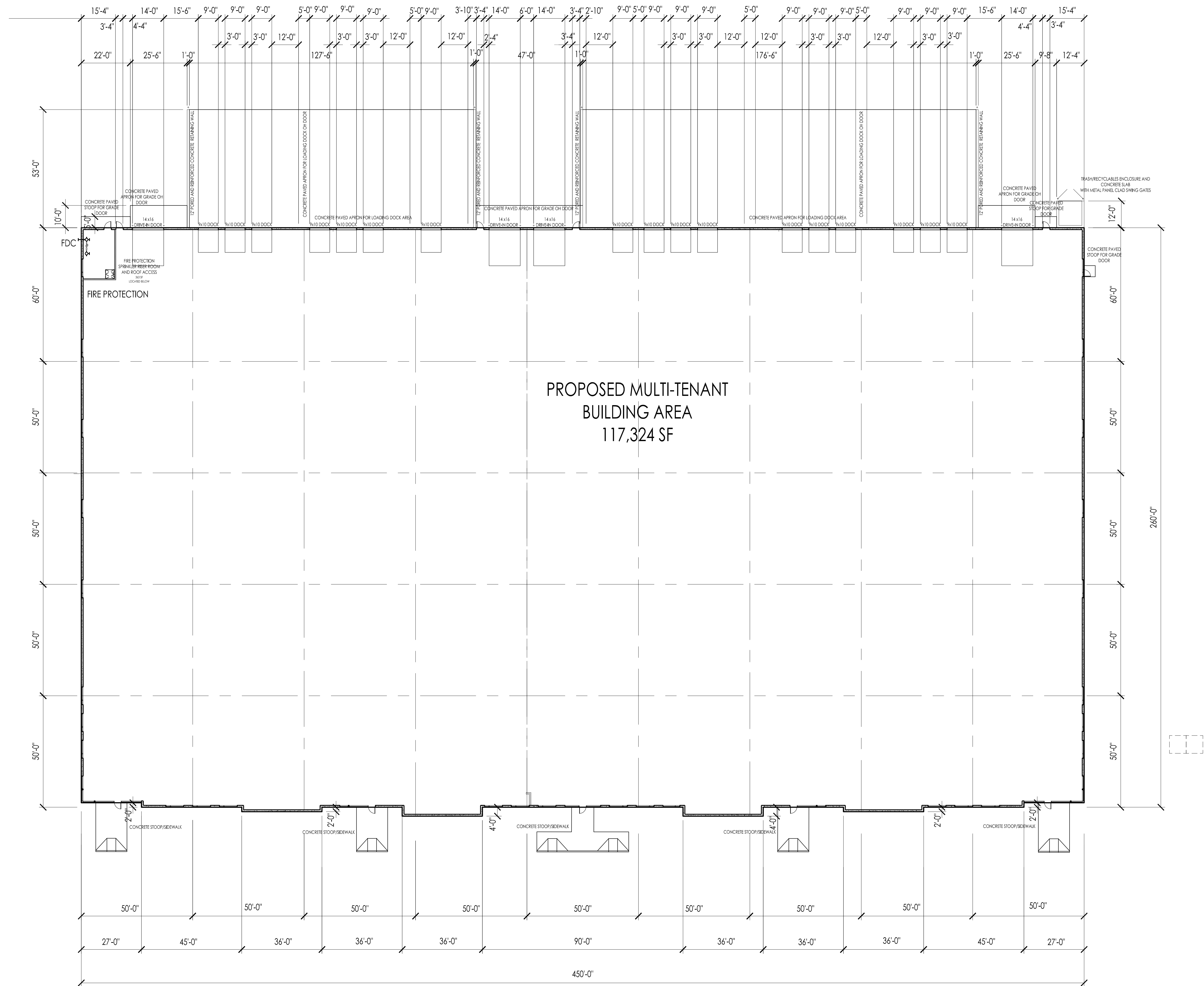
SEE WINDOW TYPES ON SHEET AS 2 FOR
INFORMATION ON SPECIFIED WINDOWS.

DUMPSTER ENCLOSURE CODED NOTES:

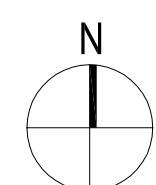
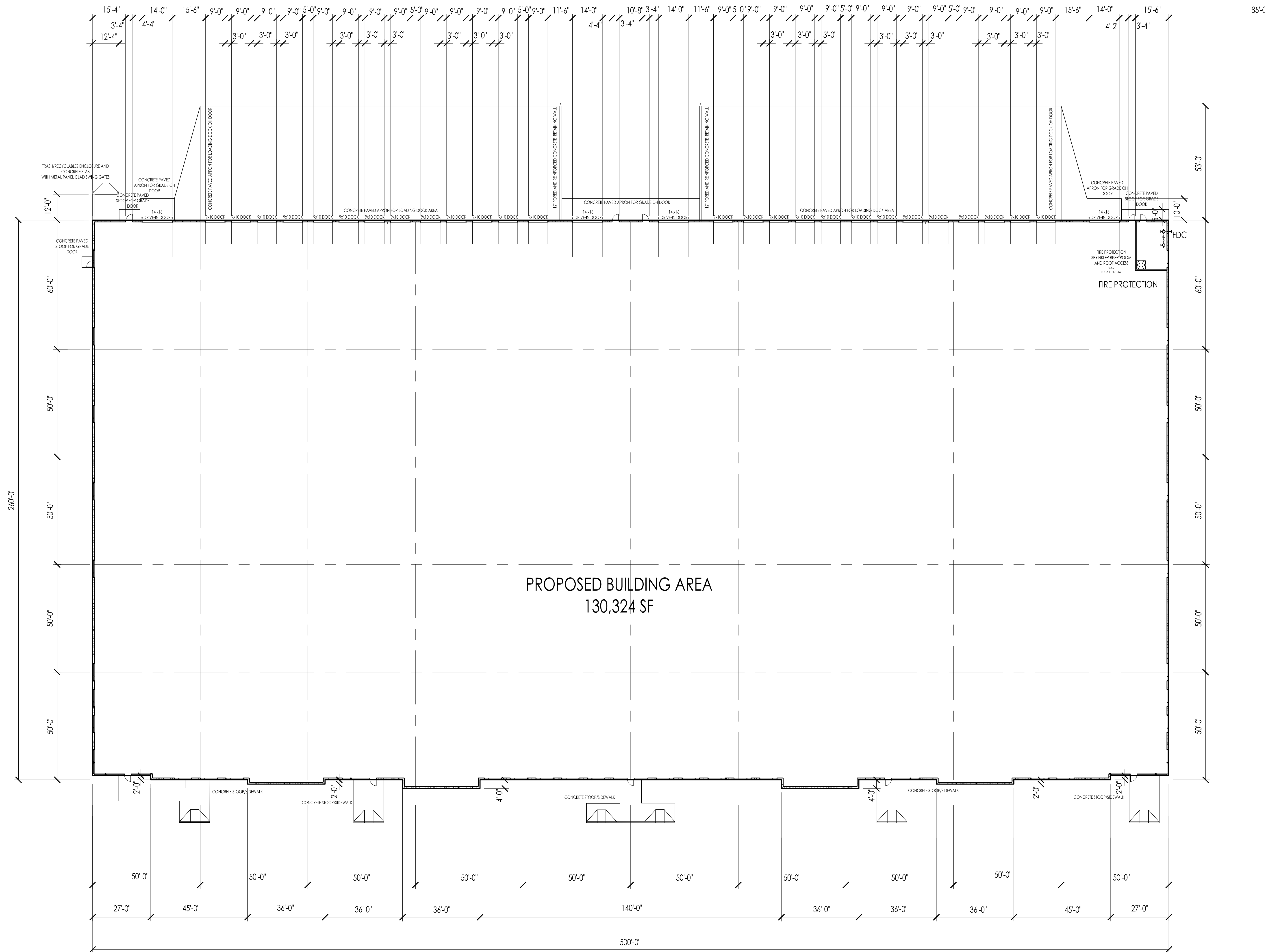
- D1 6" THICK CONCRETE REINFORCED FLOOR SLAB ON COMPACTED GRAVEL BASE.
- D2 PRECAST WALL PANELS FINISH AND COLOR TO MATCH BUILDING
- D3 PREFINISHED METAL COPING. (24 GA.) COLOR: TO MATCH WALL COLOR
- D4 HORIZONTAL COMPOSITE SLATS ON GALVANIZED STEEL GATE FRAME. SLAT COLOR: GREY TO MATCH WALL COLOR. PROVIDE GALVANIZED SUPPORT POSTS.
- D5 REINFORCED POURED CONCRETE FOUNDATION WALL AND FOOTING - REFER TO STRUCTURAL DRAWINGS

5 PROPOSED TRASH ENCLOSURE
1/8" = 1'-0"





1 SOUTH BUILDING FLOOR PLAN (EAST)
Scale: 1" = 20'-0"



1

SOUTH EAST BUILDING FLOOR PLAN
Scale: 1" = 20'-0"

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 18, 2019

AGENDA ITEM: Public Hearing & New Business **[ORDINANCE & RESOLUTION]**

ITEM TITLE: Tom Howald, Agent for ALDI Inc. and Germantown BB LLC, Property Owner, Germantown Plaza located at N96 W18838 County Line Road is requesting approval to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) and Rezone 7.25 acres from B-1 into the B-1/PDD; and Adopting Conditions & Restrictions for the B-1/PDD

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

Tom Howald, agent for ALDI Inc. and Germantown BB LLC, property owner, is requesting approval to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) for the Germantown Plaza retail center located at N96 W18838 County Line Road for purposes of reducing a side yard setback from 20 to 12 feet to accommodate a 3,685 sqft building expansion for the ALDI tenant space.

The proposed B-1/PDD is intended to only modify the current side yard setback from 20 to 12 feet in order to accommodate the expansion. No other changes to the basic B-1 District regulations are proposed by ALDI (although staff and the Plan Commission are recommending eliminating the requirement for a CUP for buildings over 20,000 sqft in this particular B-1 PDD).

PLAN COMMISSION RECOMMENDATION:

APPROVE the request to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) for the 7.25-acre property located at N96 W18838 County Line Road to be known as the "Germantown Plaza PDD" subject to (1) condition.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, Plan Commission meeting minutes (when available) and draft ordinance and resolution are included in the PDF digital file distributed by the Village Clerk.

ORDINANCE NO. 15-2019

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF GERMANTOWN ZONING CODE**

("Germantown Plaza District"
Germantown BB LLC, Property Owner)

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That the Zoning Code and zoning map of the Village of Germantown is amended by the creation of a B-1: Neighborhood Business Planned Development District (B-1/PDD) to be known as the "Germantown Plaza District" which shall include the following described property:

Tax Parcel GTNV 324-968 (N96 W18838 County Line Road)
Legal Description: Parcel 1 of CSM No. 5589 being part of the Southeast ¼ of the Southeast ¼ of Section 32, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Containing 7.25 acres.

SECTION 2. That the zoning map of the Village of Germantown is amended by rezoning from the B-1: Neighborhood District to the newly created B-1 "Germantown Plaza District" Planned Development District for the following described property:

Tax Parcel GTNV 324-968 (N96 W18838 County Line Road)
Legal Description: Parcel 1 of CSM No. 5589 being part of the Southeast ¼ of the Southeast ¼ of Section 32, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Containing 7.25 acres.

SECTION 3. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2019

Vote: Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

RESOLUTION NO. 69-2019

ADOPTING CONDITIONS AND RESTRICTIONS FOR THE GERMANTOWN PLAZA PLANNED DEVELOPMENT DISTRICT ("GERMANTOWN PLAZA DISTRICT")

WHEREAS, Tom Howald, agent for ALDI Inc., and Germantown BB LLC, property owner (hereinafter the "Property Owner") has applied for the creation of a B-1: Neighborhood Business Planned Development District (B-1/PDD) to be known as the "Germantown Plaza District" located in the Village of Germantown as generally described in Exhibit A attached hereto; and

WHEREAS, said Germantown Plaza District is intended to facilitate the expansion of the existing multi-tenant retail building known as the Germantown Plaza by adopting a side yard setback requirement that is different than the standard setback requirement in the B-1: Neighborhood Business District in order to accommodate said expansion; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts (PDD) that modify the basic allowances, limitations, and bulk regulations of the underlying zoning district, as well as, allow for the establishment of specific uses, bulk regulations, density standards, yard setbacks, etc. to ensure proper development, operation and maintenance of the development set forth in the General Development Plan; and

WHEREAS, the Village of Germantown Plan Commission on November 11, 2019, reviewed the proposed rezoning application and forwarded a positive recommendation regarding the proposed creation of the "Germantown Plaza B-1/PDD District" ; and

NOW, THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown hereby adopts the following specific conditions and restrictions that shall apply to all development on and the use of property within the PDD:

1. **PURPOSE AND INTENT.** The Germantown Plaza PDD (hereafter "GP-PDD") is intended to facilitate the expansion of the existing multi-tenant retail building known as the Germantown Plaza by adopting a side yard setback requirement that is different than the standard setback requirement in the B-1: Neighborhood Business District in order to accommodate said expansion. It is further intended that future development, land uses and activities within the GP-PDD be compatible with adjacent and surrounding properties, and, enhance the economic stability and quality of life in the Village of Germantown.
2. **GENERAL DEVELOPMENT PLAN (GDP).** The General Development Plan (Exhibit B) for the GP-PDD establishes the basic parameters for all existing and future development within the PDD, including the approximate size and orientation of buildings. While future development within the SP-PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval.

3. **SITE PLAN APPROVAL REQUIRED.** Detailed Site Development and Building Plans shall be prepared and submitted to the Village Plan Commission for review and approval prior to the issuance of any building permit(s) for any building construction consistent with the requirements of Sections 17.43 and 17.27(5) through (7) of the Zoning Code.
4. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.** Except as set forth below, all site development and buildings shall be constructed in accordance with the lot, building and other applicable bulk requirements set forth in the B-1: Neighborhood Business District under Section 17.28(4) and other applicable Zoning Code regulations:
 - a. **LOT, YARD AND BUILDING REQUIREMENTS**
 - i. **Principal & Accessory Building Setbacks (minimum)**
 1. Side Yard 12 feet
5. **CONDITIONAL USES.** The list of uses allowed in the Germantown Plaza District shall be the same as those listed under Section 17.28(3) of the Zoning Code except that buildings or stores over 20,000 sqft in area (which shall be allowed as a permitted use because the existing building is already greater than 20,000 sqft in area).
6. **APPLICABILITY OF MUNICIPAL CODE.** Unless otherwise set forth herein, all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the GP-PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the most stringent requirement, restriction or limitation shall apply.

Introduced by: _____

Adopted: _____, 2019

Vote: Ayes: ____ Nays: ____

Dean Wolter, Village President

ATTEST:

_____, Village Clerk

Germantown Plaza Planned Development District (B-1/PDD)

Resolution No. ____ -19

Page 3 of 4

EXHIBIT A

**Germantown Plaza District (B-1/PDD)
Legal Description**

Legal Description: Parcel 1 of CSM No. 5589 being part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Containing 7.25 acres.

Tax Parcel: GTNV 324-968

Property Address: N96 W18838 County Line Road

EXHIBIT B

**Germantown Plaza District (B-1/PDD)
General Development Plan**

{Attach General Development Plan}

PLANNED DEVELOPMENT DISTRICT (PDD) REZONING & SITE PLAN APPLICATIONS

11/11/19 Plan Commission Meeting

ALDI Inc.

Village Planner Report

Germantown, Wisconsin

Summary

Tom Howald, agent for ALDI Inc. and Germantown BB LLC, property owner, is requesting approval to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) for the 7.25-acre Germantown Plaza located at N96 W18838 County Line Road, and, Site Plan approval for a 3,685 sqft building expansion.

Location: N96 W18838 County Line Road

Applicant/

Property Owner: Tom Howald Craig Whitehead
ALDI Inc. Germantown BB LLC
9342 S 13th St 1564 Algonquin Road
Oak Creek, WI Hoffman Estates, IL

Current Zoning: B-1: Neighborhood Business

Adjacent Land Uses		Zoning
North	Commercial	B-2
South	Commercial (Meno Falls)	N/A
East	Commercial	B-2
West	Commercial	B-2



Background/Proposal

The Germantown Plaza retail center was granted site plan and conditional use permit approval in 2002 with development and occupancy in 2003. A conditional use permit (CUP #09-02) was necessary because the overall size of the retail center (approximately 63,800 sqft) exceeded the 20,000 sqft maximum building size in the B-1: Neighborhood Business Zoning District. ALDI, a German, family-owned discount supermarket chain, has been a tenant in the Germantown Plaza since 2003.

At this time, Tom Howald, agent for ALDI Inc. and Germantown BB LLC, property owner, is requesting approval to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) for the 7.25-acre Germantown Plaza located at N96 W18838 County Line Road. ALDI intends to increase the size of the existing tenant space by approximately 3,685 sqft. However, the proposed building expansion to the west side of the building would move the building to a point 12 feet from the west property line, exceeding the minimum 20 feet setback requirement. The proposed PDD is intended to only modify the current side yard setback from 20 to 12 feet in order to accommodate the proposed expansion. No other changes to the basic B-1 District regulations are proposed.

As shown in the detailed site and building plans, ALDI intends to add an additional 3,685 sqft to the west side of the existing building and relocate the main entrance to the addition. The addition would increase ALDI's tenant space from 15,860 to 19,545 sqft. Three (3) parking stalls located along the west side of the building would be lost and an existing storm sewer and catch basin would be relocated to the west on the adjacent Germantown Plaza II parcel to the west.

Staff Comment

The building addition and how best to accommodate the resulting encroachment into the 20' side yard setback has been discussed with Village staff for some time. Despite the appearance that the two large retail centers Germantown Plaza (east) and Germantown Plaza II (west) are one large development, they are, in fact, two separate multi-tenant retail buildings on two separate parcels, each with its own minimum setback requirements. ALDI considered expanding to the south into the parking lot area, but the resulting impact on the vehicle circulation and proximity to the primary driveway in/out of the retail center was not ideal.

Other alternatives require some sort of amendment to the Zoning Code in one form or another:

1. Seek a variance from the Board of Zoning Appeals to reduce the minimum required side yard building setback from 20' to 12' (would affect only this parcel);
2. Propose an amendment to the B-1 Zoning District regulations to reduce the minimum side yard building setback from 20' to 12' (which would affect all B-1 zoned property in the Village); or
3. Create a new planned development district (PDD) for the property and create setbacks that are favorable to the proposed building addition (would affect only this parcel)

Similar to the recent proposal by Stonecast Products to create a PDD for purposes of reducing a setback requirement, one can reason that the stringent set of criteria needed to obtain a variance, including the burden of proving that the property could not reasonably be used without the variance, weighed in on the decision to not pursue a setback variance.

NOTE: Because the Village Board did not agree with the Staff and Plan Commission recommendation to require Stonecast Products to first apply for a variance before creating the proposed PDD for the exclusive purpose of reducing a setback requirement, Staff will not make the same recommendation in this case.

As mentioned previously, the Germantown Plaza development was granted a CUP in 2002 given the size of the building exceeded the 20,000 sqft limitation in the basic B-1 Zoning District regulations. Since a separate B-1 District is proposed for the Germantown Plaza property, an additional amendment to the B-1 District regulations should be to eliminate the CUP requirement for buildings over 20,000 sqft.

The owners of the Germantown Plaza and adjoining property to the west are aware of the proposal. Written documentation that both owners approve the proposed improvements will be required prior to issuance of a building permit.

Public Works Department/Utilities

The Village Engineer and Public Works Department staff have identified a few plan corrections and issues in an October 15, 2019 Public Works Director memo pertaining to storm sewer, ADA parking route, grading & erosion control. All items in this memo will need to be addressed and review/approved by the Village Engineer prior to commencing construction.

Fire Department

The Fire Department does not have any concerns with the proposed building addition and resulting accessibility provided the paved area west of the addition is marked as “no parking” (as shown in the proposed site plan).

VILLAGE PLANNER RECOMMENDATION:

Planned Development District (PDD) Proposal

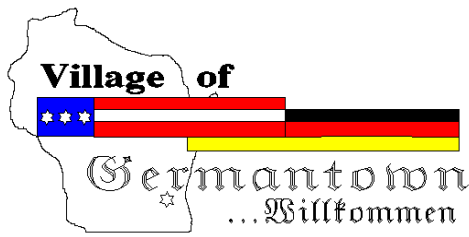
APPROVE the request to create a B-1: Neighborhood Business Planned Development District (B-1/PDD) for the 7.25-acre property located at N96 W18838 County Line Road to be known as the “Germantown Plaza PDD” subject to the following conditions:

1. The B-1: Neighborhood Business District regulations shall be the zoning restrictions affecting the use of and development on the subject property except for the following amendments:
 - a. Revise the minimum side yard building setback along the west property line from 20 to 12 feet;
 - b. Eliminate the conditional use permit requirement for buildings over 20,000 sqft.

VILLAGE PLANNER RECOMMENDATION:
Site Development & Building Plans

APPROVE the site and building plans for the proposed 3,685 sqft building addition to the Germantown Plaza located at N96 W18838 County Line Road subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the engineering plans dated April 15, 2019, and the architectural plans dated March 5, 2019, unless superseded by subsequent plan sheets approved by the Village Planner pursuant to revisions required herein and/or by the Plan Commission.
2. All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see October 15, 2019 memo from the Public Works Director) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by the Village Engineer prior to issuance of a building permit.
3. State approved plans and a \$20,000 occupancy bond are required by Inspection services as part of the building permit application.
4. Written documentation shall be provided to the Village Planner from the owners of the Germantown Plaza and adjoining property to the west indicating final approval of the proposed improvements prior to issuance of a building permit.



Engineering Department Memorandum

To : Jeffrey W. Retzlaff, AICP, Planning Director/Zoning Administrator
From : Lawrence Ratayczak, P.E., Director of Public Works
Date : October 15, 2019
Re : Aldi – N96 W18838 County Line Road

Items Reviewed:

1. Civil Plan Set C1 – C6 (6 pages) Dated: 04-15-19

General Comments:

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal.**
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
4. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
5. Contact Ryan Ehlerding, 262-250-4723 for a utility permit.
6. As a guide to the review response: Items in *italics* are resolved or acknowledged, items in regular font are to be addressed yet, items in **Bold** are additional feedback to remaining original comment.

C-4 Site Dimension, Paving, and Utility Plan

1. Plans show the curb bumped out to the east and a new catch basin being installed on the neighboring property. Clarify the intent of the bump out in the curb and why the storm sewer is being installed over the property line. If storm sewer must be installed over the property line, confirm that the neighboring owner has approved this installation. An easement for the storm sewer may be required.
2. Please provide storm sewer calculations.
3. Provide truncated domes at the entrance per ADA requirements.
4. Confirm ADA route from ADA parking to the entrance. The existing striped crosswalk appears to lead to a non ADA complaint route (blocked by the bollards) Re-stripe as needed to provide ADA route to entrance.

C-5 Grading and Erosion Control Plan

1. The site currently appears to overtop to the north where the addition is being planned. Confirm that the site will still be able to overflow to the north around the building addition at an elevation no higher than the current overflow elevation.
2. Confirm grading near the entrance will meet ADA requirements. Currently the slope between the inlet and the concrete sidewalk appears to be greater than 5%.



Village of

Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ \$200 Plan Commission Consultation
- ☐ \$1,085 Rezoning
- ☐ \$1,240 PDD < 5 acres
- ☐ \$2,095 PDD 5-20 acre site
- ☐ \$3,460 PDD > 20 acre site

Date Paid: _____ Received by: _____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Tom Howald

ALDI Inc.

9342 south 13th street,

Oak Creek, WI 53154

Phone (414) 570-1860 x 122

Fax (414) 570-1864

E-Mail Tom.Howald@aldi.us

PROPERTY OWNER

Craig Whitehead

Germantown BB LLC

1564 Algonquin Rd

Hoffman Estates, IL, 60192

Phone (847) 934-2525 Ext. 2

2 PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

N96 W18838 County Line Rd, Germantown, WI 53022

324968

3 REZONING REQUEST

FROM

B-2

TO

B-2 W/ PDD OVERLAY

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

Lot 1 of certified survey map 5589, recorded on march 5, 2003, in volume 40 of certified survey maps, on pages 159-162, as document no 978214, being part of the Southeast 1/4 of the Southeast 1/4 of section 32, town 9 north, range 20 East, in the village of Germantown, county of Washington, State of Wisconsin.

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

To minimize setbacks in current zoning of parcel in order to allow expansion of the Aldi store.

6 SUPPORTING DOCUMENTATION:

- ☒ Plat of Survey (1:100)
- ☒ Site Plan and elevations for new construction (can be conceptual)
- ☐ _____
- ☐ _____

7 READ AND INITIAL THE FOLLOWING:

- ☒ I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.
- ☒ I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself be sufficient cause to deny the petition.
- ☒ I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

 8/16/19
Applicant Date

 8/16/19
Owner Date

**Fee must accompany application**

- ☐ \$700 Minor Addition
- ☐ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☐ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID _____ DATE _____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1**APPLICANT OR AGENT**

Tom Howald

ALDI Inc

9342 south 13th street,

Oak Creek, WI, 53154

Phone (414) 570-1860 x 122

E-Mail Tom.Howald@aldi.us

PROPERTY OWNER

Craig Whitehead

Germantown BB LLC

1564 Algonquin Rd

Hoffman Estates, IL, 60192

Phone (847) 934-2525 Ext. 2

E-Mail craigwhitehead@crowngroup.com

2**PROPERTY ADDRESS**

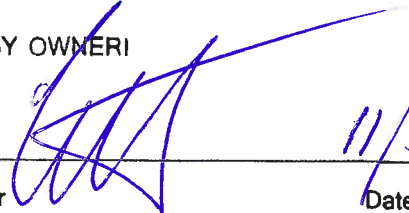
N96 W18838 County Line Rd, Germantown, WI 53022

3**NEIGHBORING USES** - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.

North un-developed	South Bayer - Residential	East Petco - Commercial	West Sally Beauty - Commercial
-----------------------	------------------------------	----------------------------	--------------------------------------

4**READ AND INITIAL THE FOLLOWING:**☒ I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.☒ I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.☒ I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.**5****SIGNATURES** - ALL APPLICATION MUST BE SIGNED BY OWNER!

 11/5/19
Applicant Date

 11/5/19
Owner Date

MANAGER
Germantown BB LLC

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.
REVIEWED: JPK
DESIGNED: ST
DRAFTED: ST

LEGAL DESCRIPTION:

AS DESCRIBED IN FIDELITY NATIONAL TITLE COMPANY DEED AND EASEMENT REPORT NO. F-354080 DATED MARCH 6, 2018.

Lot 1 of Certified Survey Map No. 5589, recorded on March 5, 2003, in Volume 40 of Certified Survey Maps, on Pages 159-162, as Document No. 978214, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 32, Town 9 North, Range 20 East, and the Southwest 1/4 of the Southwest 1/4 of Section 33, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

Parcel No. GTNV 324-968

LEASEHOLD PROPERTY DESCRIPTION FOR ALDI LEASE:

That portion contained within Lot One (1) of Certified Survey Map No. 5589, recorded in the Washington County Registry on March 5, 2003 in Volume 40 of Certified Survey Maps on Pages 159-162, as Document No.978214 and being a part of the Southeast 1/4 of Section Thirty-two (32), Township Nine (9) North, Range Twenty (20) East located in the Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Beginning at the southeast corner of said Section 32; thence North 01°04'01" West, 55.00 feet along the east line said Section 32 to the existing north right-of-way line of CTH Q; thence South 89°18'33" West along said north line, 67.65 feet to the point of beginning; thence continuing South 89°18'33" West along said north line, 196.35 feet; thence North 01°04'01" West, 605.00 feet to the north property line of said lands; thence North 89°18'33" East, 264.00 feet along said north line to the east line of said Section 32; thence South 01°04'01" East along said east line, 175.09 feet; thence South 73°58'46" West, 37.19 feet; thence South 00°00'16" West, 171.52 feet; thence North 89°59'44" West, 23.86 feet; thence South 00°00'16" West, 248.87 feet to the point of beginning.

Property Address: N96W18838 County Line Road, Germantown, WI 53022

GENERAL NOTES

- Survey prepared for: ALDI, Inc.
- Field work completed on MARCH 8, 2018.
- Boundary based on Fidelity National Title Company Deed and Easement Report No. F-354080 dated MARCH 6, 2018.
- Existing improvements graphically shown on this survey are limited to a predefined "Project Area" specified by the Owner/Client. Pinnacle Engineering Group, LLC takes no responsibility for improvements outside of this "Project Area".
- At the time of this survey the subject property contained snow covered ground conditions. Pinnacle Engineering Group, LLC takes no responsibility for any improvements that can not be located based on a reasonable visual observation.
- Flood Zone Classification: The property lies within in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55131C0359D dated NOVEMBER 20, 2013. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the southeast corner of the Southeast 1/4 Section 32, Town 9 North, Range 20 East, Elevation = 879.10.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20180903550 with a clear date of MARCH 5, 2018. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC, does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.

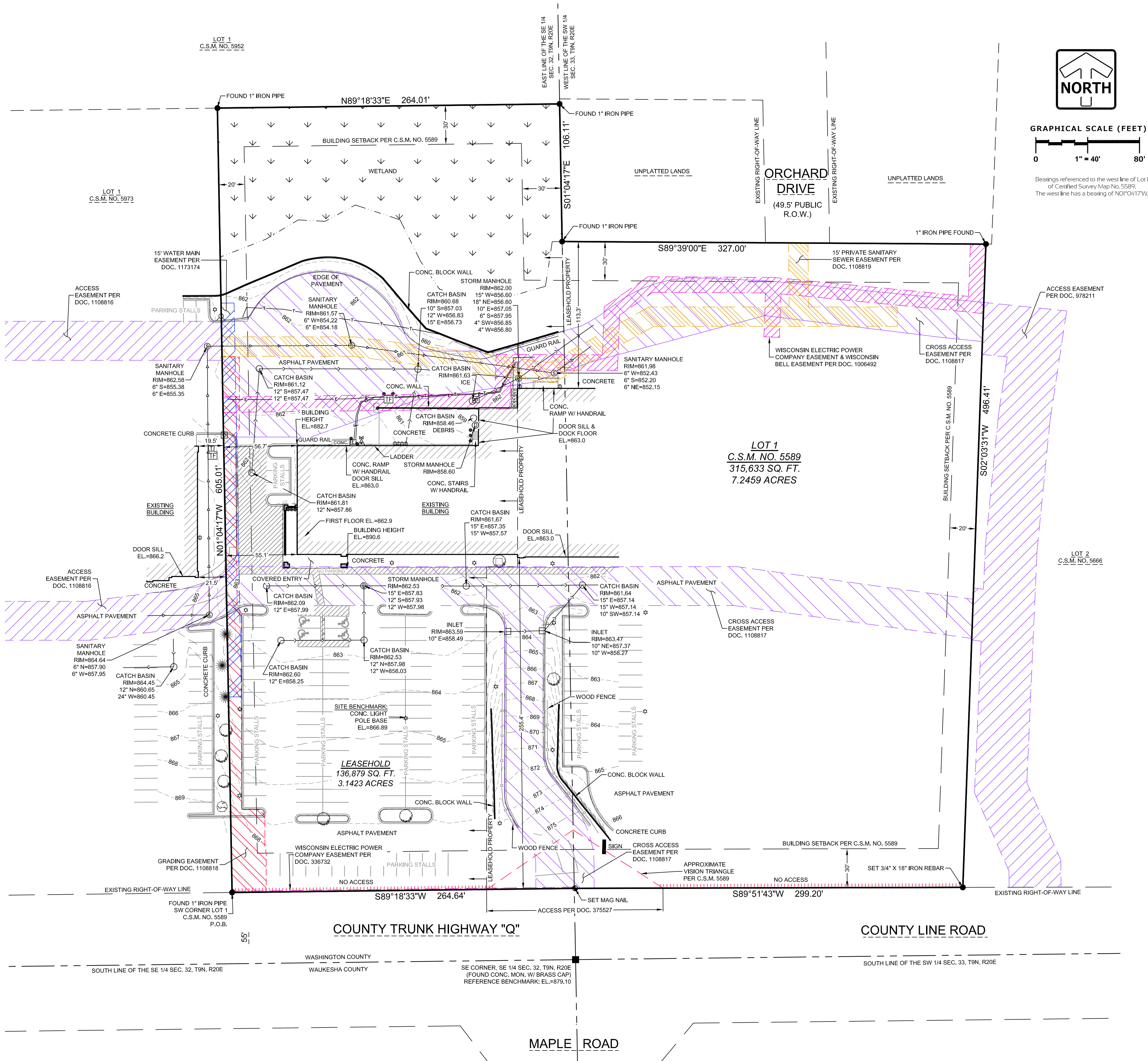
I, John P. Konopacki, Professional Land Surveyor, hereby certify that this survey map is correct to the best of my knowledge and belief with the information provided and complies with requirements of Chapter A-E 7 s.35.93 of the Wisconsin State Statutes.

SIGNED: JOHN P. KONOPACKI
PROFESSIONAL LAND SURVEYOR S-2461



LEGEND OF SYMBOLS & ABBREVIATIONS

⑤	SANITARY MANHOLE	▲	FIBER OPTIC MARKER	—	SIGN
⑥	STORM MANHOLE	⊙	FIBER OPTIC MANHOLE/VAULT	✉	MAIL BOX
□	STORM INLET	⌚	TELEPHONE PEDESTAL	✎	FLAG POLE
⊠	CLEANOUT	⓪	TELEPHONE MANHOLE/VAULT	⦿	BASKETBALL HOOP
○	CATCH BASIN	▲	TELEPHONE MARKER	●	BOLLARD
⊞	LATERAL	⌚	TRANSFORMER	✕	CROSS CUT
⊙	UNKNOWN MANHOLE	⊞	ELECTRIC METER/PEDESTAL	—	IRON PIPE
⊙	WELL	⊞	ELECTRIC MANHOLE/VAULT	—	IRON REBAR/ROD
⊙	HYDRANT	⊞	CABLE TV RISER/BOX	—	MAG NAIL
⊙	WATER VALVE	⊞	CABLE TV MANHOLE/VAULT	—	SECTION MONUMENT
⊙	DOWN SPOUT	⊞	GAS VALVE	—	BENCH MARK
⊙	SPRINKLER VALVE	⊞	GAS METER	—	CONIFER TREE
⊙	WATER SHUT OFF	⊞	GAS MARKER	—	DECIDUOUS TREE
⊙	STANDPIPE	⊞	AIR CONDITIONING UNIT	—	BUSH
⊙	WATER MANHOLE	⊞	VENT	—	WETLAND SYMBOL
⊙	FLOOD LIGHT	→	DIRECTIONAL ARROW	CL	=CENTERLINE
⊙	LIGHT POLE	⊞	DUMPSTER	CONC.	=CONCRETE
⊙	TRAFFIC SIGNAL	⊞	HANDICAP STALL	EL	=ELEVATION
⊙	UTILITY POLE	+	SPOT ELEVATION	EXT.	=EXISTING
⊙	GUY WIRE			INV.	=INVERT
—	SANITARY SEWER			MON.	=MONUMENT
—	STORM SEWER			P.O.B.	=POINT OF BEGINNING
—	W			P.O.C.	=POINT OF COMMENCEMENT
—	FO			R.O.W.	=RIGHT OF WAY
—	T			SEC.	=SECTION
—	E			SQ. FT.	=SQUARE FEET
—	OHW			WI	=WITH
—	CATV			(R)	=RECORDED AS
—	G			(D)	=DEEDED AS
—	WET				
—	NO ACCESS				



REVISIONS

—	—
—	—
—	—
—	—

REG. JOB NO. 1258.00

REG. PM.

DATE 03/16/18

SCALE 1"=40'

SHEET

1
1
1

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SURVEY

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REVIEWED: MTS
DESIGNED: ACT
DRAFTED: ACT

LEGEND		
	EXISTING	PROPOSED
SANITARY SEWER MANHOLE		
STORM SEWER MANHOLE		
STORM SEWER CATCH BASIN (ROUND CASTING)		
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
VALVE BOX		
FIRE HYDRANT		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
DRAIN TILE		
WATER MAIN		
FIRE PROTECTION		
UTILITY CROSSING		
GRANULAR TRENCH BACKFILL		
LIGHTING		
ELECTRICAL CABLE		
OVERHEAD WIRES		
GAS MAIN		
TELEPHONE LINE		
CAUTION EXISTING UTILITIES NEARBY		
ELECTRICAL TRANSFORMER OR PEDESTAL		
POWER POLE		
POWER POLE WITH LIGHT		
GUY WIRE		
STREET SIGN		
CONTOUR		
SPOT ELEVATION		
WETLANDS		
PRIMARY ENVIRONMENTAL CORRIDOR		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE		
SOIL BORING		
TOPSOIL PROBE		
FENCE LINE, TEMPORARY SILT		
FENCE LINE, WIRE		
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
MOUNTABLE CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		
RETAINING WALL		

ABBREVIATIONS			
BL	BASE LINE	NWL	NORMAL WATER LEVEL
C & G	CURB AND GUTTER	PC	POINT OF CURVATURE
CB	CATCH BASIN	PT	POINT OF TANGENCY
CL	CENTERLINE	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
CL	CENTERLINE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
LN	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE
NTS	NOT TO SCALE		

ONSITE CIVIL ENGINEERING INFRASTRUCTURE PLANS

FOR

ALDI- GERMANTOWN #67

GERMANTOWN, WI

PLANS PREPARED
FOR

ALDI INC.

9342 SOUTH 13th STREET
OAK CREEK, WI 53154



LOCATION MAP
SCALE: 1" = 250'

GENERAL NOTES

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
- A GEOTECHNICAL REPORT HAS NOT YET BEEN PREPARED FOR THE PROJECT SITE. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR INDICATED SAMPLING LOCATIONS. IT SHALL BE EXPRESSLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGERS HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
- SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

INDEX OF SHEETS

C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	EXISTING CONDITIONS AND DEMOLITION PLAN
C-4	SITE DIMENSION, PAVING AND UTILITY PLAN
C-5	GRADING AND EROSION CONTROL PLAN
C-6	CONSTRUCTION DETAILS

GOVERNMENT CONTACTS

GOVERNMENT AGENTS:

JEFFREY W. RETZLAFF
COMMUNITY DEVELOPMENT DIRECTOR
ZONING ADMINISTRATOR
VILLAGE OF GERMANTOWN
N112 W17001 NIELSON ROAD
GERMANTOWN, WI 53022
(262) 250-4735
JRETZLAFF@VILLAGE.GERMANTOWN.WI.US

PROJECT TEAM CONTACTS

CIVIL ENGINEER:
MARK T. SEIDL
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
BROOKFIELD, WI 53005
MAIN: (262) 754-8888
E-MAIL: MSEIDL@PINNACLE-ENGR.COM

APPLICANT/OWNER:
TOM HOWALD
ALDI INC.
9342 SOUTH 13th STREET
OAK CREEK, WI 53154
E-MAIL: Tom.Howald@aldi.us

SURVEYOR:
JOHN KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 210
BROOKFIELD, WI 53005
MAIN: (262) 754-8888
E-MAIL: john.konopacki@pinnacle-engr.com

CONSTRUCTION MANAGER:
SHAUN CURCI
ALDI INC.
9342 SOUTH 13th STREET
OAK CREEK, WI 53154
MAIN: (414) 435-8524
E-MAIL: shaun.curci@aldi.us



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

EXPIRATION DATE: JULY 21, 2020

PINNACLE ENGINEERING GROUP, LLC ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

REVISIONS

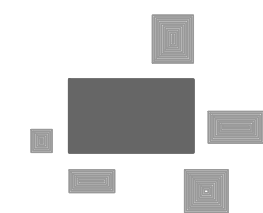
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____	____	____	____
____	____	____	____
____	____	____	____

PEC JOB NO. 1258.00
PEC PM MTS
START DATE 04/15/19
SCALE N.T.S.

SHEET

C-1

C-6



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

ALDI-GERMANTOWN
COUNTY LINE RD, GERMANTOWN, WI 53022

COVER SHEET

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

REVIEWER: MTS

DESIGNED: ACT

DRAWN: ACT

GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES

1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 380, 382-383, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
5. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
6. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE AT 1-800-342-5611 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
8. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE GRADING & EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
9. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
10. TRASH AND DEBRIS SHALL BE NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
11. THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.
12. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT, EXCEPT FOR THE SETBACK FROM PARKING LOTS, MANEUVERING LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
13. SPOT ELEVATIONS REPRESENT THE GRADE ON PAVEMENT SURFACE OR FLOW LINE UNLESS OTHERWISE NOTED.
14. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
15. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
16. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE OF GERMANTOWN CONSTRUCTION STANDARDS/ORDINANCES.
17. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.

SPECIFICATIONS FOR GRADING & EROSION CONTROL

1. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL. ON-SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
3. SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE AND SHALL BE SURROUNDED WITH SILT FENCE.
4. THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WRITING BEFORE ANY DEVIATIONS ARE MADE.
5. IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF: PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM D-423) AND PLASTICITY INDEX (ASTM D-424) OF 30 AND 10, RESPECTIVELY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12") INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3") INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6") INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE DIRECTION AND SUPERVISION OF ALL FILL PLACEMENT SHALL BE THE RESPONSIBILITY OF THE ENGINEER. IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS, IT MUST BE CLASSIFIED AS A CLEAN GW, GP, SW, OR SP PER UNITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-898) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN +1 TO +3 PERCENT AND GRANULAR SOIL +3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY, DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE. AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY.
6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
7. SUBGRADE TOLERANCES ARE +/- 1" FOR LANDSCAPE AREAS AND +/- 1/2" FOR ALL PAVEMENT AND BUILDING AREAS.
8. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD.
9. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. ANY DEWATERING SHALL NOT BE DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
10. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEEP IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.

SPECIFICATIONS FOR PRIVATE UTILITIES

1. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
2. ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE CUT-IN TEE WITH SOLID SLEEVE.
3. PROPOSED SANITARY SEWER AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE PER THE ARCHITECTURAL PLANS.
4. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL. WATER UTILITY REQUIRES A 48-HOUR NOTICE PRIOR TO WATER SHUT OFF.
5. MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N-12. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C-76, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR HDPE AND CLASS "C" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE-CAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE ADS NYLOPLAST OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT.
6. CLEANOUTS FOR SANITARY SEWER LATERALS SHALL BE PLACED AT MAXIMUM SEPARATION OF EVERY 90'.
7. 45° BENDS SHALL BE USED IN PLACE OF 90° BENDS WHEREVER POSSIBLE.
8. MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212. TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTIONS SHALL BE MADE WITH AN INSERTA WYE OR EQUIVALENT. A MINIMUM OF 6" OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
9. MATERIALS FOR WATER SERVICES AND PRIVATE HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE. PVC SHALL BE AWWA C-400, DI SHALL BE AWWA C-151, CLASS 52 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP. CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6" COVER IS REQUIRED FOR ALL WATERMAIN. VALVES SHALL BE NONRISING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWWA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
10. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
11. MANDREL TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
12. UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.

SPECIFICATIONS FOR PAVING

1. ALL DIMENSIONS ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT, EXCEPT FOR THE SETBACK FROM PARKING LOTS, MANEUVERING LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
2. AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE 1-1/4" INCH DIAMETER UNLESS NOTED OTHERWISE. RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
3. SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
4. EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
5. ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS. MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460. TYPE 1T IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
6. CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS, GRADE A, ASTM C-94, 6 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10'. EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.
7. PROVIDE CONTRACTOR GRADE ACRYLIC STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES OR TO MANUFACTURER'S SPECIFICATION, WHICHEVER IS GREATER.
8. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT EXISTING PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.

GENERAL EROSION AND SEDIMENT CONTROL NOTES

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT ("WPDES" PERMIT NO. WI-5067831-4) FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL TECHNICAL STANDARDS AND PROVISIONS IN EFFECT AT THE TIME OF CONSTRUCTION. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY OWNER/ENGINEER OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY OWNER/ENGINEER/GOVERNING AGENCY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEEPED AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST IMMEDIATELY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:

PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.

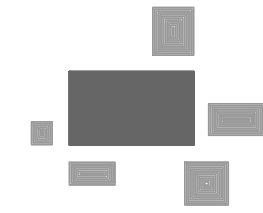
BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.

DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.

9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. IF APPLICABLE, ALL WATERCOURSES AND WETLANDS SHALL BE PROTECTED WITH SILT FENCE TO PREVENT ANY DIRECT DISCHARGE FROM DISTURBED SOILS.
11. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
12. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
13. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER IMMEDIATELY FOLLOWING COMPLETION OF SUCH ACTIVITIES OR PRIOR TO THE COMPLETION OF EACH WORK DAY, WHICH EVER OCCURS FIRST.
14. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
15. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS. PUMP DISCHARGE SHALL BE DIRECTED INTO AN APPROVED FILTER BAG OR APPROVED SETTLING DEVICE.
16. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF FOURTEEN (14) DAYS REQUIRE TEMPORARY BLANKETING FOR EROSION CONTROL. BLANKETING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
17. ALL DISTURBED SLOPES EXCEEDING 4:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75BN EROSION MATTING (OR APPROVED EQUAL) AND ALL CHANNELS SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125BN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
18. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
19. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
20. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH THE GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
21. SEE ADDITIONAL DETAILS AND NOTES IN THE CONSTRUCTION DETAILS.

DEMOLITION NOTES

1. PERIMETER SILT FENCING AND CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. PLEASE REFER TO GRADING AND EROSION AND SEDIMENT CONTROL PLAN SHEETS FOR FURTHER DETAILS.
2. EXISTING FEATURES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY DEMOLITION.
3. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
4. COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES AND THE MUNICIPALITY TO PROTECT EXISTING FUNCTIONING UTILITIES, BULKHEAD/REMOVE CONNECTIONS AS NECESSARY, AND TO ENSURE ALL UTILITIES ARE INACTIVE PRIOR TO ANY DEMOLITION ACTIVITIES. CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO ENSURE PROTECTION OF EXISTING UTILITIES THAT ARE NOT TO BE IMPACTED. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY EXISTING UTILITIES DAMAGED AS A RESULT OF THE DEMOLITION.
5. VOIDS LEFT BY REMOVAL OF FEATURES SHALL BE MODIFIED/FILLED TO PREVENT PONDING OF WATER.
6. DEMOLISH AND DISPOSE EXISTING PIPING, CABLE/WIRES, STRUCTURES, OR OTHER SURFACE FEATURES INDICATED ON THE PLANS TO BE REMOVED.
7. CLEARING AND GRUBBING DESIGNATIONS SHALL INCLUDE CLEARING, GRUBBING, REMOVING, AND DISPOSING OF ALL VEGETATION AND DEBRIS WITHIN THE LIMITS OF CONSTRUCTION, AS DESIGNATED ON THE PLANS. CONTRACTOR SHALL REMOVE ONLY THOSE TREES ABSOLUTELY NECESSARY TO ALLOW FOR CONSTRUCTION.
8. CONTRACTOR SHALL REMOVE EXISTING FENCING IN A MANNER TO ALLOW REUSE. ANY FENCING MATERIAL TO BE REUSED IN THE CONSTRUCTION OF RELOCATED FENCE LINES SHALL BE PRESENTED TO ENGINEER FOR INSPECTION AND PROPOSED CONTRACT DEDUCT ASSOCIATED WITH REUSE OF THE SALVAGED MATERIAL. ENGINEER OR OWNER WILL PROVIDE WRITTEN ACCEPTANCE OF THE PROPOSED SALVAGED MATERIAL.
9. CONTRACTOR SHALL COORDINATE WITH THE MUNICIPALITY FOR TERMINATION OF PUBLIC UTILITY CONNECTIONS TO SITE.
10. CONTRACTOR SHALL COORDINATE STOCKPILE LIMITS AND LOCATIONS WITH ENGINEER/OWNER PRIOR TO DEMOLITION.



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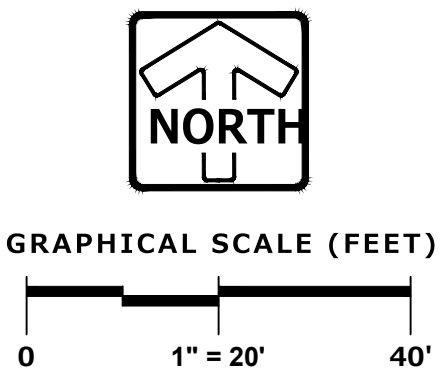
GENERAL NOTES

REVISIONS

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PEG JOB No. 1258-00
MTS
PEG PM
START DATE 04/15/19
SCALE N.T.S.

SHEET
C-2
C-6

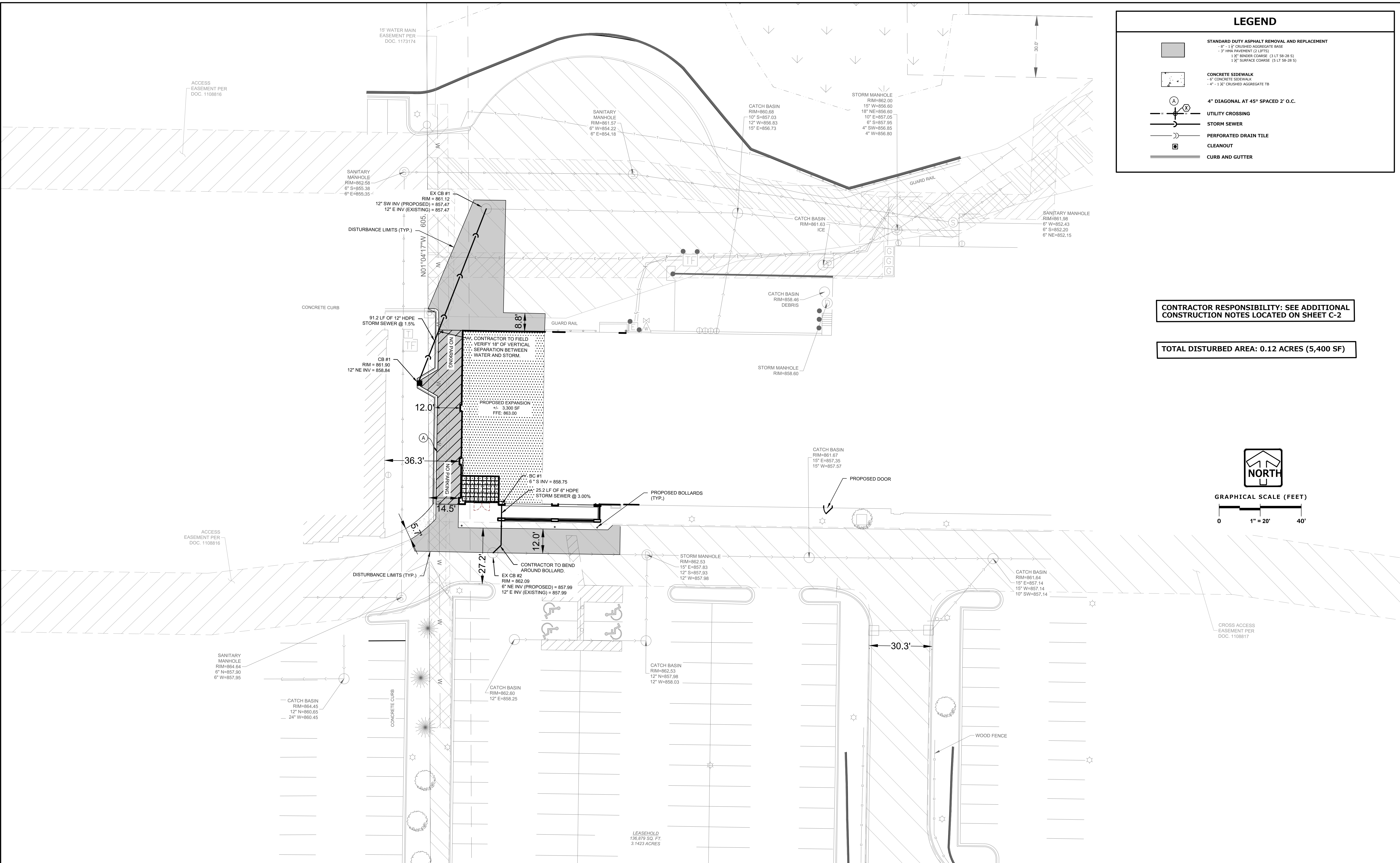


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REVIEWED: MTS

DESIGNED: ACT

DRAFTED: ACT



LEGEND

STANDARD DUTY ASPHALT REMOVAL AND REPLACEMENT

9" - 1 1/2" CRUSHED AGGREGATE BASE

3" HMA PAVEMENT (2 LIFTS)

1 1/2" SINDER COARSE (3 LT 58-28 S)

1 1/2" SURFACE COARSE (5 LT 58-28 S)

CONCRETE SIDEWALK

6" CONCRETE SIDEWALK

4" - 1 1/2" CRUSHED AGGREGATE TB

A

X

4" DIAGONAL AT 45° SPACED 2' O.C.

UTILITY CROSSING

STORM SEWER

PERFORATED DRAIN TILE

CLEANOUT

CURB AND GUTTER

CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL
CONSTRUCTION NOTES LOCATED ON SHEET C-2

TOTAL DISTURBED AREA: 0.12 ACRES (5,400 SF)

NORTH

GRAPHICAL SCALE (FEET)

01" = 20'40'

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SITE DIMENSION, PAVING,
AND UTILITY PLAN

REVISIONS

PEG JOB No. 1258.00

MTS

START DATE 04/15/19

SCALE 1" = 20'

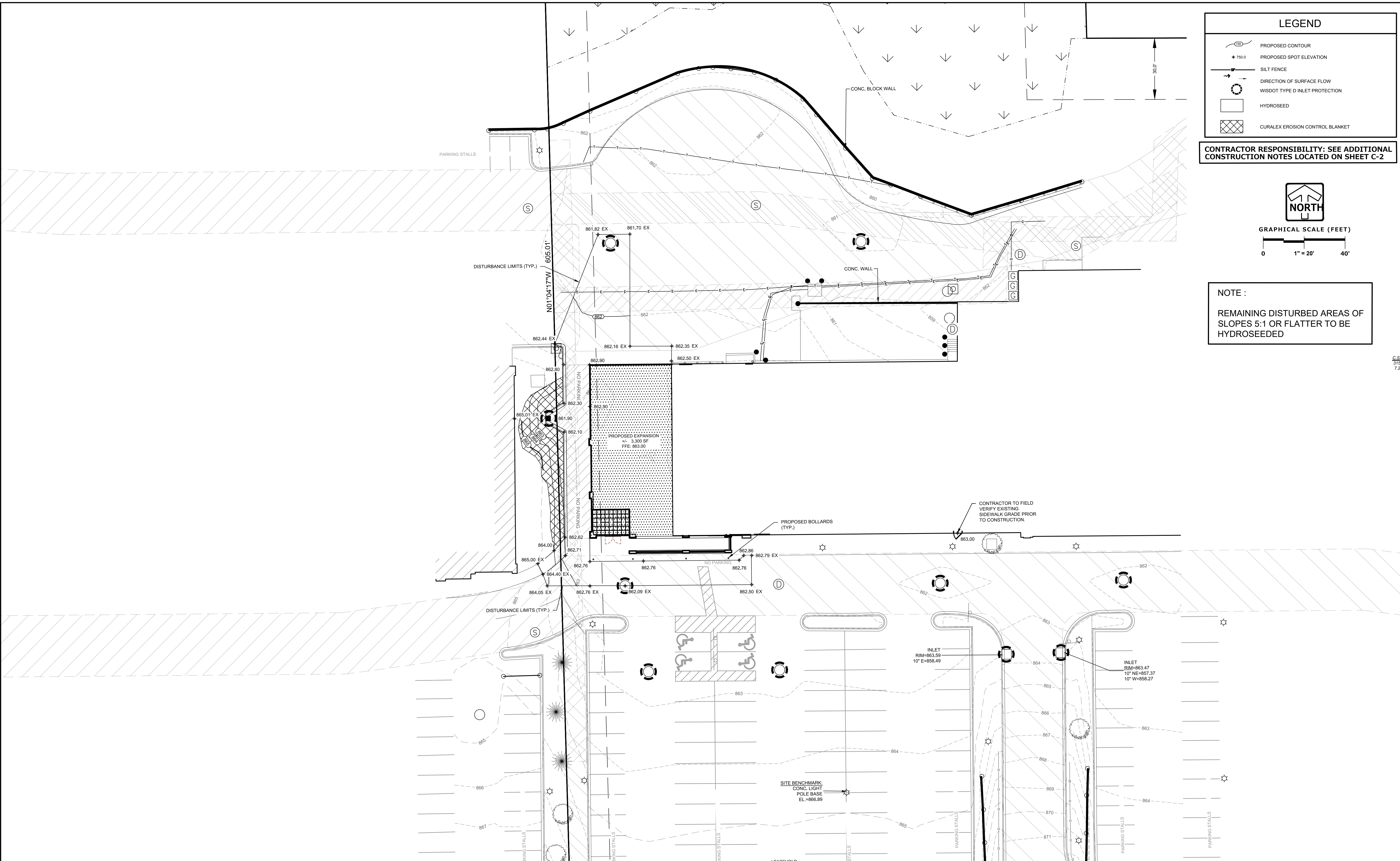
SHEET

C-4

C-6

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DRAFTED: ACT
DESIGNED: ACT
REVIEWED: MTS



LEGEND

PROPOSED CONTOUR

PROPOSED SPOT ELEVATION

SILT FENCE

DIRECTION OF SURFACE FLOW

WISDOT TYPE D INLET PROTECTION

HYDROSEED

CURALEX EROSION CONTROL BLANKET

CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL CONSTRUCTION NOTES LOCATED ON SHEET C-2

NORTH

GRAPHICAL SCALE (FEET)

0

1" = 20'

40'

NOTE :
REMAINING DISTURBED AREAS OF SLOPES 5:1 OR FLATTER TO BE HYDROSEED

PINNACLE ENGINEERING GROUP

ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

ALDI-GERMANTOWN

COUNTY LINE RD, GERMANTOWN, WI 53022

GRADING AND EROSION CONTROL PLAN

REVISIONS	

PES JOB No. 1258.00

PES PM MTS

START DATE 04/15/19

SCALE 1" = 20'

SHEET C-5

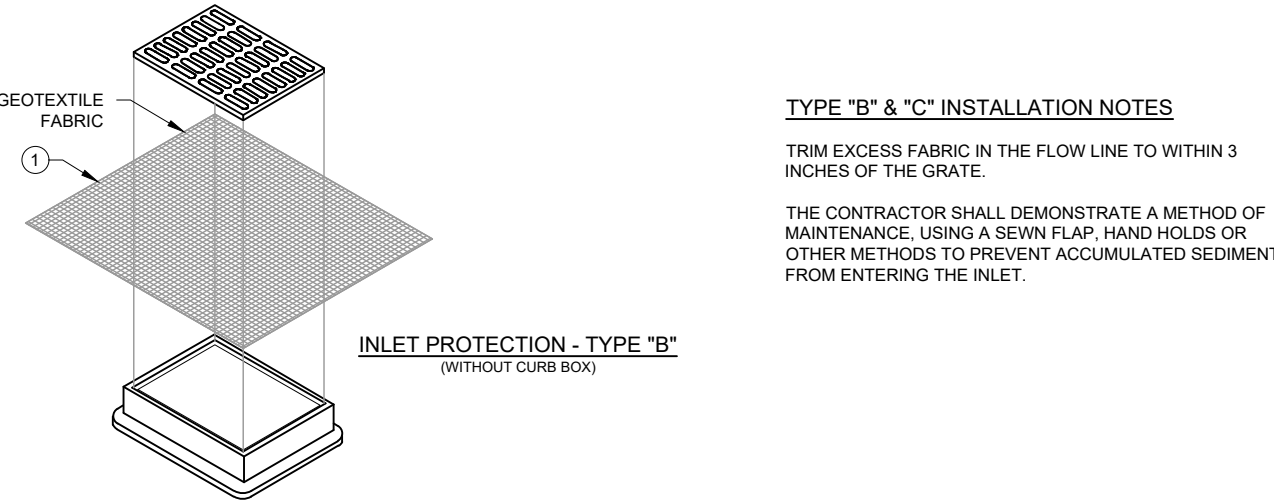
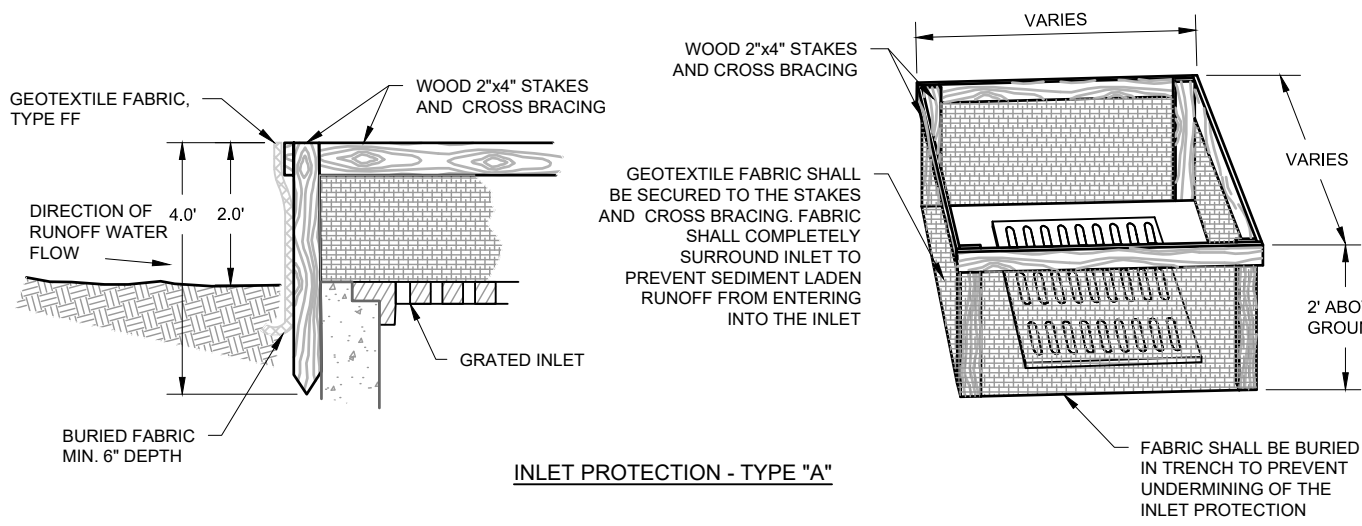
C-6

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

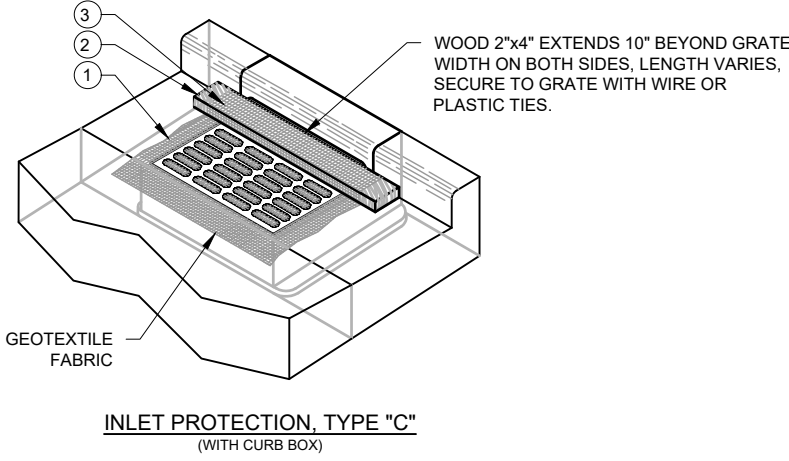
DESIGNED: ACT

DRAFTED: ACT

REVIEWED: MTS

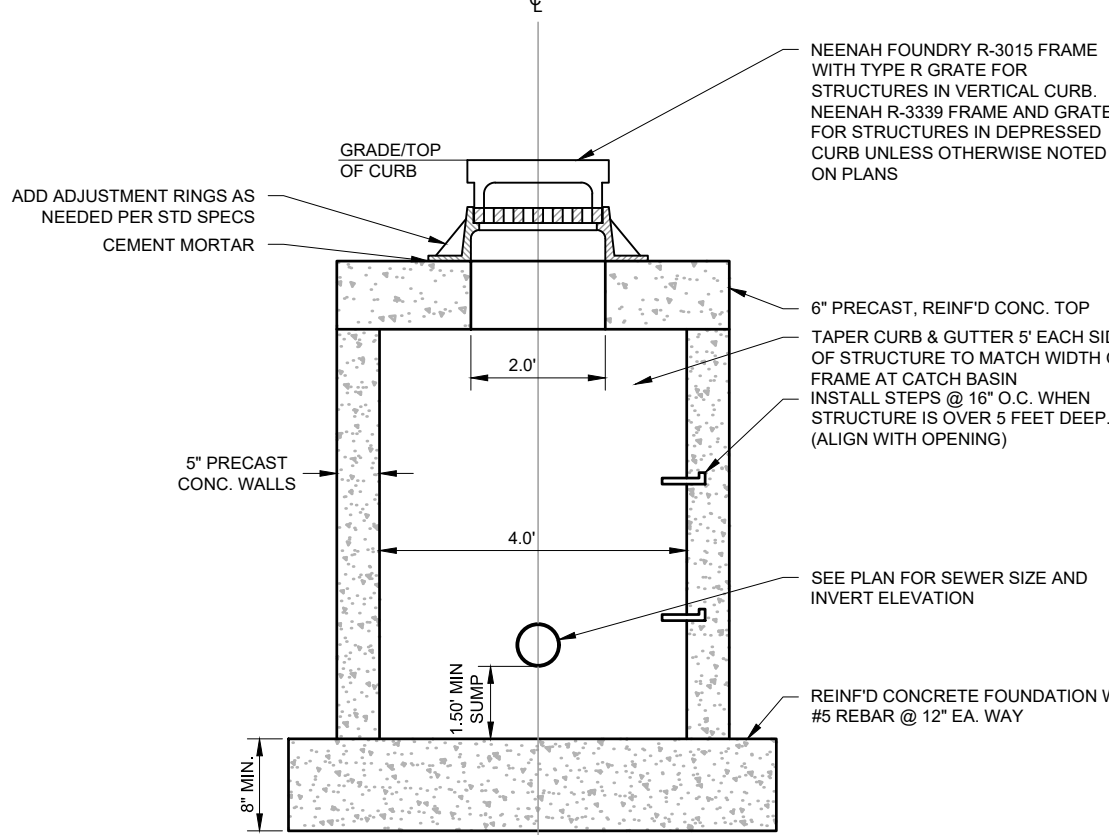


- NOTES:**
1. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 502 GEOTEXTILE TABLE 1 OR 2, CLASS I, WITH AN EOS OF AT LEAST 30 FOR NONWOVEN AND 15 FOR WOVEN.
 2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
 3. FINISHED SIZE, INCLUDING FLAP POCKET WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
 4. FOR INLET PROTECTION, TYPE "C" (WITH CURB BOX), AN ADDITIONAL 18 INCHES OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.



INLET PROTECTION

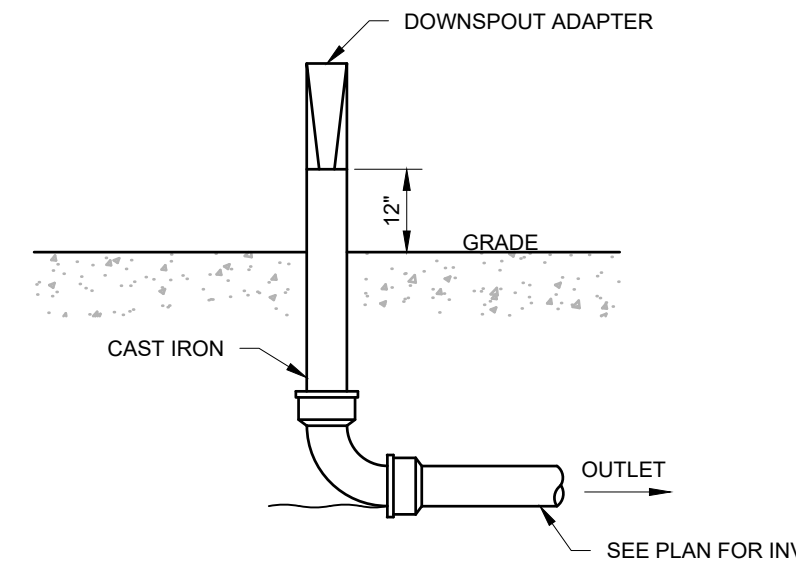
8/10/19 06/10/19



- NOTES:**
1. EASY STICK, RUBBER GASKET OR APPROVED EQUIVALENT SHALL BE PLACED AT ALL JOINTS BETWEEN ADJUSTING RINGS FOR STORM CATCH BASINS.
 2. THE FLAT TOP MAY BE USED IN LIEU OF THE TAPERED TOP WHEN FIELD CONDITIONS PROHIBIT USE OF A TAPERED TOP.
 3. STRUCTURES TO BE 4' DIA. OR AS INDICATED ON THE PLANS.

CATCH BASIN - CURB

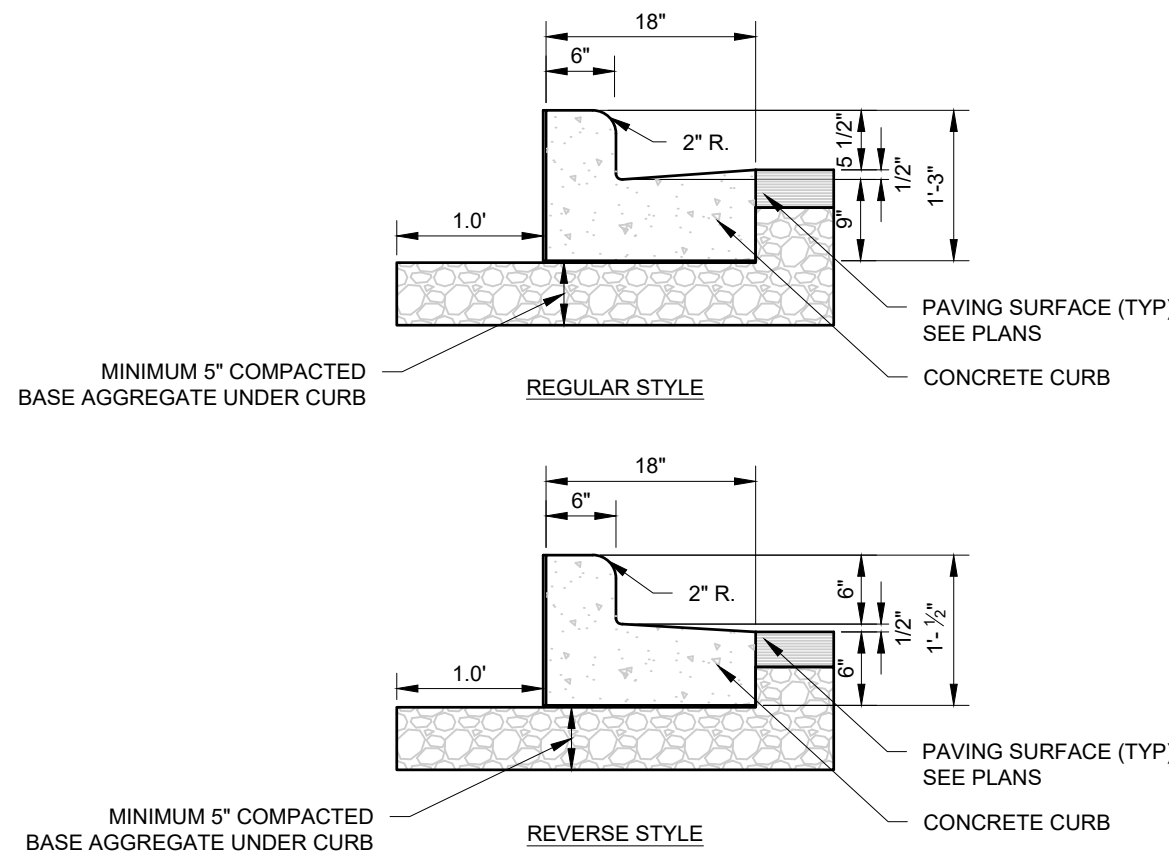
8/10/19 06/10/19



DOWNSPOUT

8/10/19 06/10/19

FOR REFERENCE ONLY, MATCH EXISTING



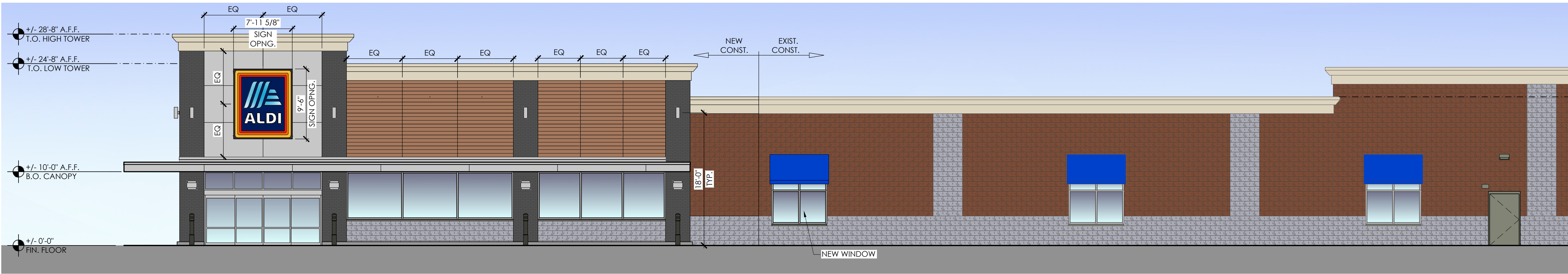
- NOTES:**
1. LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15 FEET NOR LESS THAN 6 FEET. THE JOINTS SHALL BE A MINIMUM OF 3 INCHES IN DEPTH.
 2. EXPANSION JOINTS SHALL BE PLACED TRANSVERSELY AT RADIUS POINTS ON CURVES OF RADIUS 200 FEET OR LESS, AND AT ANGLE POINTS, OR AS DIRECTED BY THE ENGINEER OF RECORD. THE EXPANSION JOINTS FILLER SHALL BE A ONE PIECE FIBERBOARD OR THE APPROVED EQUIVALENT MATERIAL HAVING THE SAME DIMENSIONS AS CURB & GUTTER AT THAT STATION AND BE 0.5 INCH THICK.
 3. IN ALL CASES, CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE.
 4. REVERSE STYLE CURB LOCATIONS ARE NOTED ON THE PLANS.

18" VERTICAL FACE CURB

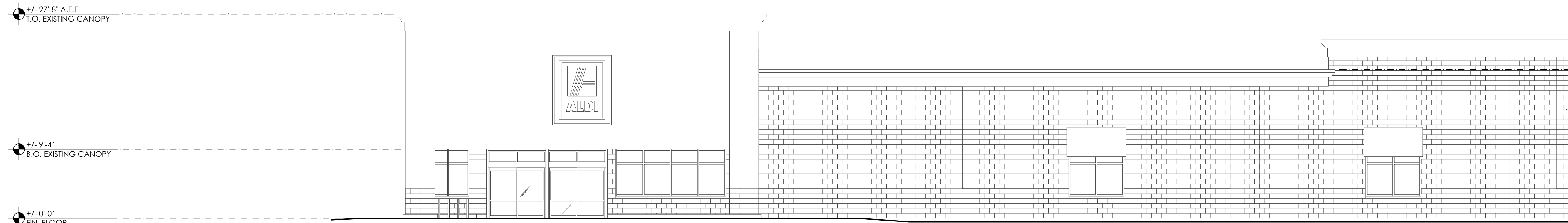
8/10/19 12/14/19

REVISIONS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



4 Proposed Front Elevation
SCALE: 1/8" = 1'-0"



3 Existing Front Elevation
SCALE: 1/8" = 1'-0"

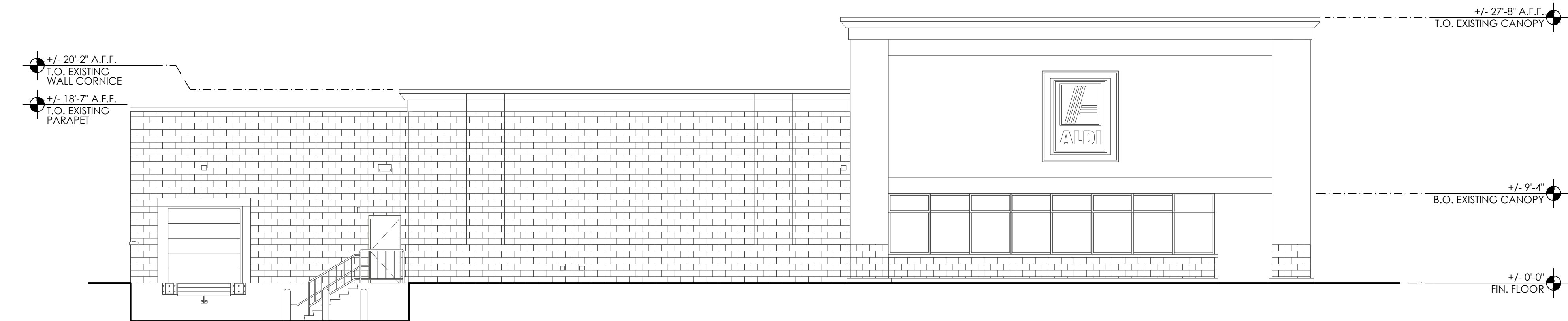
Signage			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTAL
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.

For review of actual colors, a material sample board should be created on a project specific basis.



2 Proposed Side Elevation
SCALE: 1/8" = 1'-0"

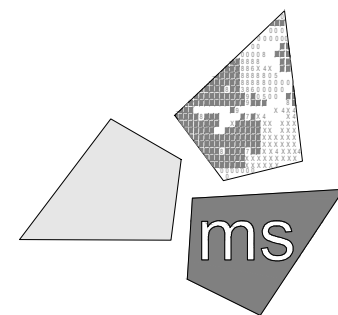


1 Existing Side Elevation
SCALE: 1/8" = 1'-0"

Issued:	Date:
Concept No. 2	03/05/19
Revisions:	Date:

DO NOT SCALE PLANS

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ms consultants, inc.
engineers, architects, planners
2221 Schrock Road
Columbus, Ohio 43229-1547
phone 614.898.7100
fax 614.898.7570

DRAWN BY:
KTA / KNW / CGS

REVIEWED BY:
ACC

Seal

PRELIMINARY
- NOT FOR
CONSTRUCTION



ALDI Inc. Store #: 67
Germantown, WI
N96 W18838 County Line Road
Germantown, WI 53022
Washington County
Project Name & Location:

Exterior
Elevations

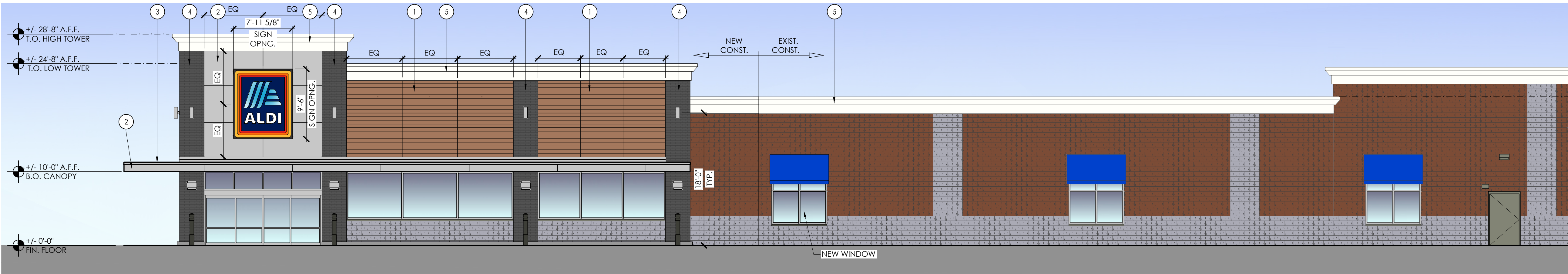
Drawing Name:

Prototype Rls. 12/10/18 Project No. 40321-87

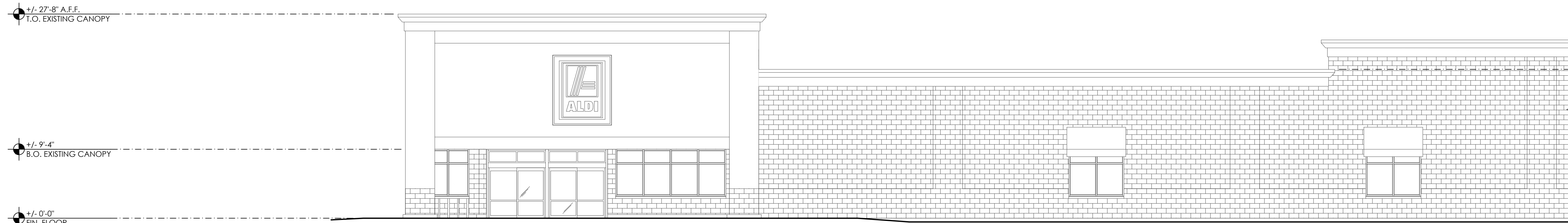
Type: V1.07 EXP

A-201

Scale: As Noted Drawing No.



4 Proposed Front Elevation
SCALE: 1/8" = 1'-0"



3 Existing Front Elevation
SCALE: 1/8" = 1'-0"

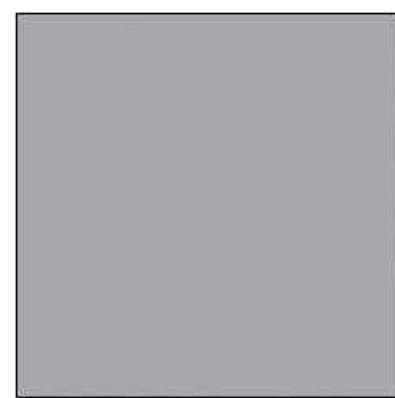
Signage			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTAL
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.

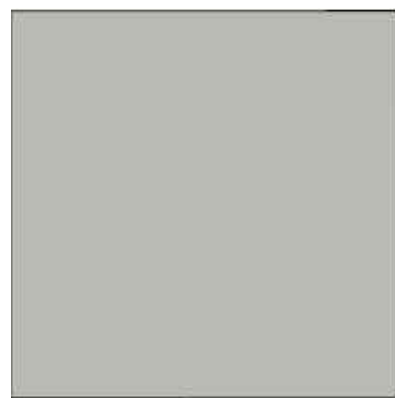
For review of actual colors, a material sample board should be created on a project specific basis.



1 NICHHA - CEDAR (VINTAGE WOOD) FIBER CEMENT BOARD



2 LAMINATORS INC. - BRIGHT SILVER ALUMINUM COMPOSITE PANEL



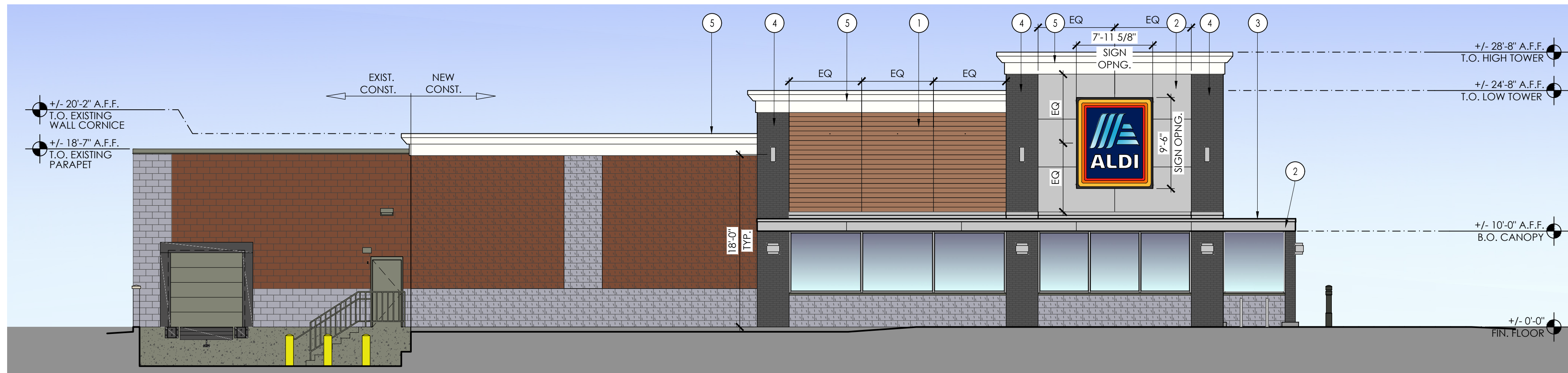
3 FIRESTONE - SILVER METALLIC



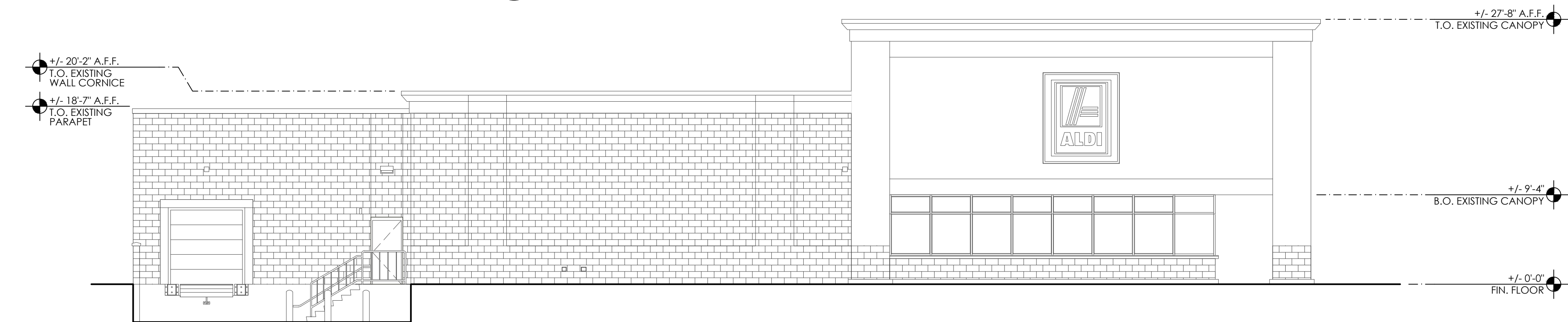
4 BELDEN BRICK - ASH RIDGE BLEND



5 EIPS CORNICE - CHINA WHITE (MATCH EXISTING)



2 Proposed Side Elevation
SCALE: 1/8" = 1'-0"

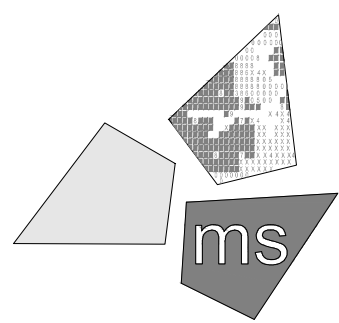


1 Existing Side Elevation
SCALE: 1/8" = 1'-0"

Issued:	Date:
Concept No. 2	11/07/19
Revisions:	Date:

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ALDI Inc. Store #: 67
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Project Name & Location:

Exterior
Elevations
Drawing Name:

Prototype Rls. 12/10/18
Project No. 40321-87

Type: V1.07 EXP

A-201

Scale: As Noted Drawing No.

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 18, 2019

AGENDA ITEM: New Business **[CONDITIONAL USE PERMIT]**

ITEM TITLE: Clean Harbors Industrial Services, Inc., Agent for Veolia ES Industrial Services Inc., Property Owner - N104 W13275 Donges Bay Road. Conditional Use Permit (CUP) for Storage of Chemicals, Flammable Liquids and Gaseous Substances; Recycling Collection and Processing; and Above-Ground Storage Facility (AGSF)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

Vincent Van Engelenburg, Agent for Clean Harbors Industrial Services Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to operate a facility used for the collection, transportation and temporary storage of non-hazardous, hazardous and infectious medical waste from the 6.0-acre property located at N104 W13275 Donges Bay Road.

Clean Harbors recently completed the acquisition Veolia ES Industrial Services Inc. and this property. The property is/was previously used for the storage of solid waste and recycling containers. Clean Harbors is committed to using the site as a transfer and temporary storage facility for hazardous, non-hazardous and infectious medical waste that would be transported to the site by Clean Harbors vehicles, off-loaded to larger trailers and/or box trucks for shipment to other facilities (outside of Germantown) for storage and/or final processing. No waste containers will be opened or cleaned; no materials will be comingled or processed on the property.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit for the operation of a transfer facility used in the process of collection, transportation and temporary storage of non-hazardous, hazardous and infectious waste from the 6.0-acre property located at N104 W13275 Donges Bay Road subject to (16) following conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, Plan Commission meeting minutes (when available), and any documents to be approved (ordinance, resolution, CUP, CSM, etc.) are included in the PDF digital file distributed by the Village Clerk.

CUP # – 19

Document No.

CONDITIONAL USE PERMIT

Document Title

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT**

Whereas the Applicant:

Clean Harbors Industrial Services Inc., Property Owner

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Property Owner to allow the operation of a to operate a transfer facility used in the process of collection, transportation and temporary storage of non-hazardous, hazardous and infectious medical waste pursuant to Sections 11.071, 17.33(3)(a) and 17.33(3)(d) of the Village Code.

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

GTNV 362-992**On the following described property located in the Village of Germantown,
Washington County, Wisconsin:**

N104 W13275 Donges Bay Road (Tax Key: GTNV 362-992)

Lot 1 of Certified Survey Map No. 4324 recorded in the office of the Register of Deeds for Washington County on May 19, 1994 in Volume 28 of Certified Survey Maps, Pages 264-267, as Document No. 668027, being a Redivision of Lot 1 of Certified Survey Map Number 3036 recorded in the office of the Register of Deeds for Washington County on April 8, 1987 in Volume 17 of Certified Survey Maps, Pages 201-204, as Document No. 509138 in the Northeast 1/4 o(the Northwest of Section 36 and unplatted land in the Northwest and Southwest of the Northeast 1/4s of Section 36, all in Township 9 North, Range 20 East in the Village of Germantown, County of Washington and State of Wisconsin. 6.03 acres.

Pursuant to the following condition(s):

1. Subject to any restrictions or other limitations that are more stringent than those contained or required as a condition of approval for this permit that may be contained in a permit, license or other approval by another agency (e.g. WI DNR, US DOT, US EPA), this permit authorizes the uses, activities and facilities set forth in the conditional use permit application dated March August 19, 2019, and the supporting documents and plans made part of the application including: Clean Harbor letter dated October 11, 2019 containing responses to Village staff review comments and document attachments. All of the commitments made by the Applicant in the application and supporting documents cited herein are deemed conditions of approval.

2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. All business operations and activities conducted on the subject property and by Clean Harbors while in the Village shall meet and continuously comply with the performance standards set forth in Zoning Code section 17.47, including, but not limited to odor, fire and explosive hazards, and water quality protection. In the event of a complaint substantiated by Village staff to the extent that a potential violation of or determination of non-compliance with one or more of the performance standards in Section 17.47 may have occurred or is occurring, the applicant shall be responsible for all costs for and resulting from the Village retaining a third party environmental expert capable of investigating and/or monitoring the site and operation. Said expert shall report its findings to the Village for subsequent use in investigating and enforcing said complaint or potential violation of the "performance standards" found in Section 17.47 of the Zoning Code.
4. The type and amount of material to be stored shall be limited to that which is proposed in the application materials including the documents referenced in Condition #1 herein. Any changes to the type, amount, location, and containers from that presented in the application materials and/or site development and building plans, or, any changes to the methods of storage, length of time materials are to be stored (i.e., not to exceed 10 days), the off-loading and on-site transportation shall be reported to the Village. Modifications to the approved CUP and/or site and building plans or conditions of said approvals may be required by the Village at that time.
5. Clean Harbors shall develop a closure plan similar to that which is required for solid waste storage facilities under WDNR NR 502.04 and submit said plan to the Village Fire Department and Village Engineer for review and approval prior to commencement of the hazardous waste transfer operation. Said plan shall include the submittal of a letter of credit or other financial guarantee acceptable to the Village Attorney that ensures the safe removal and/or clean-up of any remaining inventory can be accomplished by a third party environmental firm (if necessary) in the unanticipated event that Clean Harbors relocates from or ceases to exist in the Village.
6. The applicant is responsible for obtaining all applicable state, federal or other agency permits and approvals and continuously operating within the requirements and restrictions of said permits and approvals. Copies of all state and federal agency permits issued shall be provided to the Village Fire and Planning Department.

7. The overnight storage of containers of hazardous and non-hazardous materials that are not in a secure and protected environment is prohibited. Containers shall be kept off the ground and within an enclosed and secure building or trailer.
8. If it is determined that containers with hazardous or infectious waste is or has been kept at the transfer facility for more than 10 days, the transfer facility shall be deemed to have violated the terms of this conditional use permit and the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
9. Clean Harbors is required to comply with the provisions of Section 11.071 (Above-Ground Storage Facilities) of the Village Code.
10. The berm and/or other secondary containment area to be installed needs to be designed with adequate materials, capacity, etc. Plans and specifications for said berm shall be reviewed and approved by the Fire Department and Village Engineer prior to installation.
11. Any changes or improvements proposed to be made to the existing buildings or site shall require Site Plan approval by the Village Plan Commission.
12. Village building permits are required for all interior and exterior improvements and renovations (construction, electrical and/or plumbing). Contact Mike Guttman, Building Inspector, to discuss any proposed improvements, permit & inspection requirements, and any state (Department of Safety and Professional Services) commercial building plan approval requirements. Contact Holly in Inspection Services for information about permit applications. Both can be reached at 262-250-4760.
13. Prior to commencement of the hazardous waste transfer operation, an occupancy inspection shall be conducted in coordination with the Village Fire Department and Inspection Services. Please contact the Fire Department and Inspection Services to arrange an inspection at 262-502-4701.
14. If required by the Fire Department or Inspection Services as part of the initial or future occupancy inspections, the owner/operator shall install and/or update necessary fire safety measures, emergency management and/or other improvements to ensure fire and building code compliance for the type of occupancy/use proposed.
15. All exterior signs, temporary and permanent, requires a sign permit. Contact Lori Johnson regarding proposed signs, and the Village's sign regulations and permit requirements at 262-250-4735.
16. The Village's Utility Code requires all commercial and industrial users discharging wastes into the sewer system to construct and maintain sampling and metering manholes in suitable and accessible positions on public property or easement to facilitate the observation, measurement and sampling of all wastes or wastewater. These manholes are required to be located, constructed and maintained in a manner approved by the Village Engineer/Wastewater Utility Superintendent. Therefore, the

property owner is required to contact Tim Zimmerman, Superintendent of Wastewater Utility 262-253-7765 to coordinate an inspection of the sanitary sampling manhole, and, make any/all necessary corrections or repairs to the sampling manhole and appurtenances thereto to ensure ongoing compliance with the Village's Utility Code.

17. Clean Harbors shall include the Village of Germantown as an additional named insured party on any/all liability insurance for or against any negative impacts emanating from and/or associated with the hazardous and infectious medical waste transfer and storage facility and operation, including but not limited to spills or discharges, ground, water or air contamination, fire or explosion, medical emergencies, injuries or death.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the ____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above named Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

I, _____, representing Clean Harbors Industrial Services Inc. hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}

Agent for Clean Harbors Industrial Services Inc., Property Owner

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village of Germantown, Wisconsin

CONDITIONAL USE PERMIT (CUP)

11/11/19 Plan Commission Meeting

Clean Harbors Industrial Services Inc.

Village Planner Report

Germantown, Wisconsin

Summary

Vincent Van Engelenburg, Agent for Clean Harbors Industrial Services Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to operate a transfer facility used in the process of collection, transportation and temporary storage of non-hazardous, hazardous and infectious waste from the 6.0-acre property located at N104 W13275 Donges Bay Road.

Location: N104 W13275 Donges Bay Road

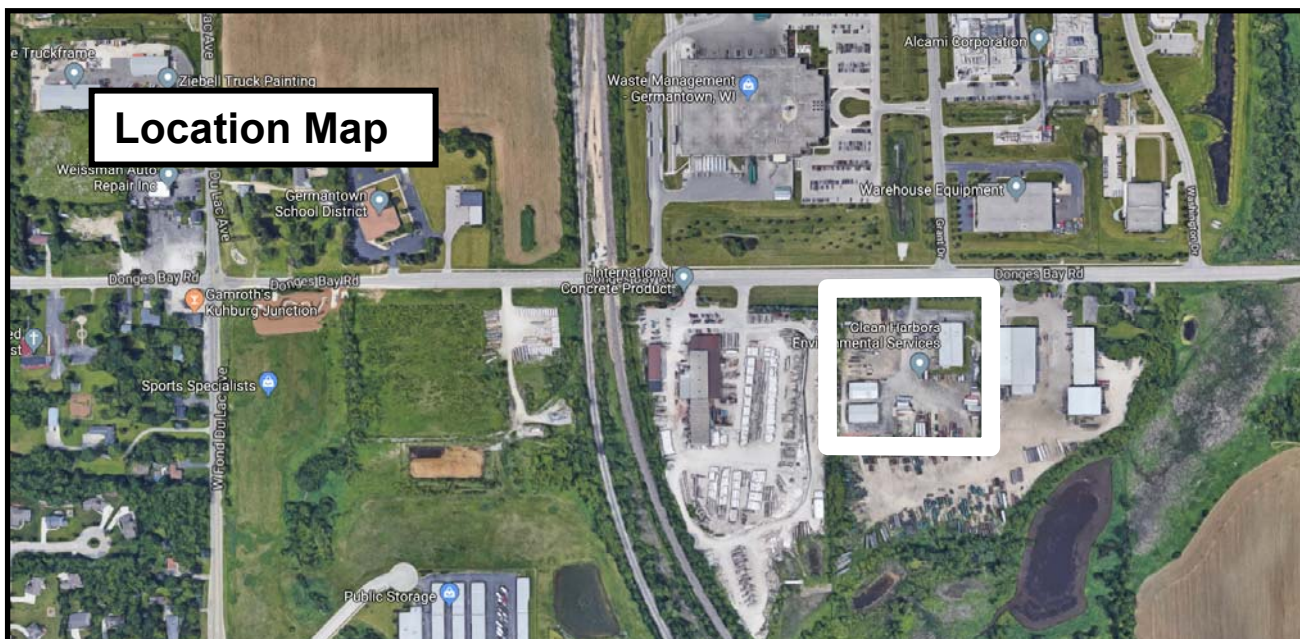
Agent/

Property Owner: Vincent Van Engelenburg
Clean Harbors Industrial Services Inc.
633 East 138th Street
Dolton, IL 60419

Clean Harbors Industrial
42 Longwater Drive
Norwell, MA 02061

Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial	M-1
East	Industrial	M-1
West	Industrial	M-1



Proposal

Vincent Van Engelenburg, Agent for Clean Harbors Industrial Services Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to operate a transfer facility used in the process of collection, transportation and temporary storage of non-hazardous, hazardous and infectious waste from the 6.0-acre property located at N104 W13275 Donges Bay Road.

As stated in the application and supporting documents, Clean Harbors (formerly Veolia Industrial Services Inc.) is seeking permit approval under Section 17.33(3)(a) and (d) to operate a “truck-to-truck” transfer facility where waste materials will be collected using box trucks and tractor trailers from various commercial and industrial customers off-site, brought back to the property in enclosed waste containers, off-loaded within an open-air concrete area on the property, consolidated (not comingled) by moving the containers onto out-going trucks/trailers for off-site delivery elsewhere. The temporary storage of waste materials on trucks, trailers or in the staging area will not (cannot) exceed a period of ten (10) days. Containers will not be opened nor will there be any processing or long-term (more than 10 days) of waste material on the property.

Clean Harbors will have 20-25 employees at the site during business hours and intends to operate Monday to Friday 6:00am to 6:00pm from the subject property.

Additional details regarding the operation are provided in the Applicant’s responses to the Staff review questions found in the letter dated October 11 (copy attached).

Staff Comments

Consistency with Village’s 2020 Land Use Plan & M-1 Zoning District.

The 2020 Land Use Plan map classifies this property as “Industrial/Office”. The current zoning of the property (and all adjacent properties) is M-1: Limited Industrial.

Conditional use approval for this type of facility can be granted under Section 17.33(3) of the Zoning Code:

- (a) Buildings, structures or underground storage tanks used for the storage of chemicals, flammable liquids and gaseous or vaporous substances;
- (b) Recycling collection/processing center

In addition, Section 11.071 of the Village Code (Above-Ground Storage Facilities) requires a CUP for any use of land in the Village that applies as follows:

APPLICABILITY. (Am. Ord. #14-10) An aboveground storage facility (AGSF) operating permit is required whenever more than 1,000 gallons cumulative volume of a flammable, combustible, toxic or hazardous material is to be stored on site. This requirement applies to single tanks and to the accumulated volume of multiple small containers. In the case of multiple small containers, the determination of volume shall be based on the total volume of all flammable, combustible, toxic or hazardous materials stored on site.

Clean Harbors intends to seek State and Federal permits, licenses, etc. that would authorize it to transport waste that meets DOT hazard classes 2-9 (except for Class 7 radioactive materials). A list of what those classes of waste materials are is attached.

Historically, the subject property has been used for storage of equipment used for and/or related to the collection of solid waste and recyclables, e.g. bins, roll-off containers, dumpsters, trailers, etc. However, the property was never authorized under applicable Village regulations to operate this type of hazardous waste transfer operation (nor has there been any such activity for last 10+ years according to Fire Department inspection records). The proposed hazardous waste transfer operation use represents an intensification of the solid waste & recycling type of operation that has occurred on the property.

It must be noted that the difference between the proposed transfer facility and the Enviro-Safe storage and processing facility located ½-mile away on Washington Drive in the Germantown Business Park is that this operation is being licensed and operated as an “in transit” or “transfer” facility where waste materials are only kept temporarily in the course and process of being transported between the generation source and the receiving facility for processing and/or disposal. According to State and Federal regulations, hazardous waste transporters like the Clean Harbors may hold waste without a storage permit in containers at a transfer facility for 10 days or less as long as the waste is manifested and kept in US DOT specification containers. Transfer facilities are considered to present less risk than storage & processing facilities and, therefore, are less stringently regulated by state (DNR) and federal (US DOT and EPA) agencies. Nevertheless, Clean Harbors is required to obtain both Wisconsin DNR and Federal EPA licenses for the operation and has provided copies of the licenses obtained to date (copies attached).

What isn't as clear is whether or not the same 10-day transfer facility “allowance” allows this operation to avoid regulation as an above-ground storage facility (AGSF) under Village Code Section 11.071. Staff's position is that Section 11.071 does apply and the requirements under 11.071 need to be satisfied, including requirements for a detailed Spill Prevention, Control and Countermeasure Plan (SPCC) reviewed and approved by the Fire Department.

The subject property is not located within a floodplain or designated wetland area; however, both are present within 500-1,000 feet to the south. The Nor-X-Way navigable waterway (located within and tributary to the Menomonee River watershed) has both 100-year floodplain and wetland areas associated with it south of the Clean Harbors property. Clean Harbors indicates that any potential release of hazardous material would be on the concrete pad where the trailers will be kept and off-loading taking place. Clean Harbors has committed to installing a berm around the concrete pad... presumably to create a secondary containment area. Any berm or other secondary containment area needs to be designed with adequate materials, capacity, etc. and should, therefore, have a design reviewed and approved by the Fire Department and Village Engineer.

VILLAGE PLANNER RECOMMENDATION

APPROVE a conditional use permit for the operation of a transfer facility used in the process of collection, transportation and temporary storage of non-hazardous, hazardous and infectious waste from the 6.0-acre property located at N104 W13275 Donges Bay Road subject to the following conditions:

1. This Subject to any restrictions or other limitations that are more stringent than those contained or required as a condition of approval for this permit that may be contained in a permit, license or other approval by another agency (e.g. WI DNR, US DOT, US EPA), this permit authorizes the uses, activities and facilities set forth in the conditional use permit application dated March August 19, 2019, and the supporting documents and plans made part of the application including: Clean Harbor letter dated October 11, 2019 containing responses to Village staff review comments and document attachments. All of the commitments made by the Applicant in the application and supporting documents cited herein are deemed conditions of approval.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. All business operations and activities conducted on the subject property and by Clean Harbors while in the Village shall meet and continuously comply with the performance standards set forth in Zoning Code section 17.47, including, but not limited to odor, fire and explosive hazards, and water quality protection. In the event of a complaint substantiated by Village staff to the extent that a potential violation of or determination of non-compliance with one or more of the performance standards in Section 17.47 may have occurred or is occurring, the applicant shall be responsible for all costs for and resulting from the Village retaining a third party environmental expert capable of investigating and/or monitoring the site and operation. Said expert shall report its findings to the Village for subsequent use in investigating and enforcing said complaint or potential violation of the "performance standards" found in Section 17.47 of the Zoning Code.
4. The type and amount of material to be stored shall be limited to that which is proposed in the application materials including the documents referenced in Condition #1 herein. Any changes to the type, amount, location, and containers from that presented in the application materials and/or site development and building plans, or, any changes to the methods of storage, length of time materials are to be stored (i.e., not to exceed 10 days), the off-loading and on-site transportation shall be reported to the Village. Modifications to the approved CUP and/or site and building plans or conditions of said approvals may be required by the Village at that time.
5. Clean Harbors shall develop a closure plan similar to that which is required for solid waste storage facilities under WDNR NR 502.04 and submit said plan to the Village Fire Department and Village Engineer for review and approval prior to commencement of the hazardous waste transfer operation. Said plan shall include the submittal of a letter of credit or other financial guarantee acceptable to the Village Attorney that ensures the safe removal and/or clean-up of any remaining inventory can be accomplished by a third party environmental firm (if necessary) in the unanticipated event that Clean Harbors relocates from or ceases to exist in the Village.

-- Continued --

VILLAGE PLANNER RECOMMENDATION

6. The applicant is responsible for obtaining all applicable state, federal or other agency permits and approvals and continuously operating within the requirements and restrictions of said permits and approvals. Copies of all state and federal agency permits issued shall be provided to the Village Fire and Planning Department.
7. The overnight storage of containers of hazardous and non-hazardous materials that are not in a secure and protected environment is prohibited. Containers shall be kept off the ground and within an enclosed and secure building or trailer.
8. If it is determined that containers with hazardous or infectious waste is or has been kept at the transfer facility for more than 10 days, the transfer facility shall be deemed to have violated the terms of this conditional use permit and the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
9. Clean Harbors is required to comply with the provisions of Section 11.071 (Above-Ground Storage Facilities) of the Village Code.
10. The berm and/or other secondary containment area to be installed needs to be designed with adequate materials, capacity, etc. Plans and specifications for said berm shall be reviewed and approved by the Fire Department and Village Engineer prior to installation.
11. Any changes or improvements proposed to be made to the existing buildings or site shall require Site Plan approval by the Village Plan Commission.
12. Village building permits are required for all interior and exterior improvements and renovations (construction, electrical and/or plumbing). Contact Mike Guttman, Building Inspector, to discuss any proposed improvements, permit & inspection requirements, and any state (Department of Safety and Professional Services) commercial building plan approval requirements. Contact Holly in Inspection Services for information about permit applications. Both can be reached at 262-250-4760.
13. Prior to commencement of the hazardous waste transfer operation, an occupancy inspection shall be conducted in coordination with the Village Fire Department and Inspection Services. Please contact the Fire Department and Inspection Services to arrange an inspection at 262-502-4701.
14. If required by the Fire Department or Inspection Services as part of the initial or future occupancy inspections, the owner/operator shall install and/or update necessary fire safety measures, emergency management and/or other improvements to ensure fire and building code compliance for the type of occupancy/use proposed.
15. All exterior signs, temporary and permanent, requires a sign permit. Contact Lori Johnson regarding proposed signs, and the Village's sign regulations and permit requirements at 262-250-4735.
16. The Village's Utility Code requires all commercial and industrial users discharging wastes into the sewer system to construct and maintain sampling and metering manholes in suitable and accessible positions on public property or easement to facilitate the observation, measurement and sampling of all wastes or wastewater. These manholes are required to be located, constructed and maintained in a manner approved by the Village Engineer/Wastewater Utility Superintendent. Therefore, the property owner is required to contact Tim Zimmerman, Superintendent of Wastewater Utility 262-253-7765 to coordinate an inspection of the sanitary sampling manhole, and, make any/all necessary corrections or repairs to the sampling manhole and appurtenances thereto to ensure ongoing compliance with the Village's Utility Code.



Community Development Department
Jeffrey W. Retzlaff, AICP, Director
Village Planner & Zoning Administrator
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
Telephone: (262) 250-4735 Website: www.village.germantown.wi.us
FAX: (262) 253-8255 E-mail: jretzlaff@village.germantown.wi.us

October 7, 2019

Vinnie Vanengelenburg
Clean Harbors Industrial Services Inc.
633 East 138th Street
Dolton, IL 60419

RE: Conditional Use Permit (CUP) Application; Staff Review Comments

Village Staff has reviewed the application submitted for the proposed hazardous/non-hazardous waste collection operation and has identified the following outstanding items/issues that need to be addressed. Please provide the requested information, corrections, revisions, etc. as soon as possible. If necessary, Village staff can meet to discuss specific comments prior to you submitting response and/or revised plans or supplemental information.

Community Development Department

1. The Washington County Property Lister identifies Veolia ES Industrial Services Inc. as the property owner. Please explain who the current owner is and what the relationship is with Clean Harbors. Identify who the authorized agents are for the applicant and property owner and who signed the application form.
2. A scaled site plan of the property is required with existing and proposed buildings, features, etc. identified on the site where the various activities will occur. A more detailed description of the operation is needed.
3. The brief description doesn't provide the level of detail necessary to clearly understand what the operation is all about, what happens on the site, what materials or equipment are brought to/from and kept on the site, etc. Please address the following:
 - a. What supplies, equipment and other materials will be stored on the property? In what quantities, for how long, etc.
 - b. Provide a detailed list of all liquid, solid and/or gaseous hazardous and non-hazardous waste material that will be or could be brought to and stored on the property. Where kept on site?
 - c. What type of containers (5 to 350 gal) will be used? Material? Where kept on site?
 - d. How will the materials be consolidated... be specific. Where on site?
 - e. Will different types of materials be co-mingled with other materials as part of the consolidation process?
 - f. What are covered bulk bins? What materials will be kept in the bins? How covered? Size and capacity? Where kept on site?
 - g. What are Frac tanks? Size and capacity? Where kept on site? How will they be cleaned... be specific.
 - h. Is water used in the process of cleaning containers? How is run-off managed and disposed of?
4. Provide a list of the DNR and other agency permits, licenses or approvals required to operate this type of facility and the status of obtaining those items.

5. What measures will be taken to protect the groundwater and nearby wetlands and navigable waterway from run-off? Is there a spill containment plan?

Fire Department

6. Clean Harbor needs to provide list and quantity of Hazardous waste materials to be keep on site. As a starting point does site comply with IFC chapter 50 Hazardous Materials?
7. Copies of current licensing from DNR or DOT for site related to waste or transportation.
8. Statement of current operations on site. How will this additional CUP change the use of the property? Will all existing business activities remain on site? Statement of intended operations after they receive all required approvals.
9. Safety plan for handling hazardous materials. Spill plan for hazardous materials. How will they prevent spills from groundwater contamination? Is this area within well-head protection district?
10. What are frac tanks? How large are frac tanks? Do they need licensing? Do they carry hazardous materials? Where will these activities take place?
11. How will frac tanks be cleaned? What waste can be generated from cleaning process by frac tanks and customer rented containers? Is the truck to truck transfer Hazardous containers or hazardous liquids or both?
12. How long will the waste be stored on site? Where will it be stored? Will fire protection be required? Only one building has fire sprinkler protection. Outside trailers being used to for storage may need to meet fire safety codes if they are actively storing flammable materials.
13. Will the wastes be transferred or received directly from adjoining waste transfer facilities? Will site become drop off location for hazardous materials directly by public?
14. Create site plan for property detailing above. Is additional FD water supply required within site? Property is gated with FD Knox box access currently, creating arrival delay.
15. There was no mention of infectious waste in the CUP application. But they supplied the GFD with a "draft application to DNR" for permitting infectious materials as supporting document. Nothing for Hazardous materials. This document was supplied after site visit by Chief Delian and myself, September 11 with Clean Harbors staff and site manager.

A public hearing of the application is scheduled for the October 14 Plan Commission meeting. In light of the outstanding information listed above, we will hold the hearing but likely will table action by the Plan Commission.

When additional information, please submit (1) digital plan set and fifteen (15) full-size, hard-copy plan sets set to the Community Development Department. Complete responses and/or information, plan revisions, etc. to the items/issues listed above will help avoid further delay.

Respectfully,
Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator

Copy: Eric Nitschke, Village Engineer



Village of
Germantown
Willkommen

ZONING COMPLIANCE/ OCCUPANCY PERMIT

Date of Application: _____

\$175 Application Fee Received By: _____

Please read and print legibly. List name of actual contact person (NOT just business name).

APPLICANT OR AGENT:

Name: Clean Harbors Industrial Services, Inc.
Address: 633 East 138th Street, Dolton, Illinois 60419
Phone: 316 - 269 - 7485
Fax: 608 - 221 - 9685
E-Mail: vanengelenburg.vincent@cleanharbors.com

PROPERTY or Business OWNER:

Name: Clean Harbors Industrial Services, Inc.
Address: 42 Longwater Drive, Norwell, MA 02061
Phone: 781 - 792 - 5000
Fax: 781 - 792 - 5903
E-Mail: Kelly.Taylor@safety-kleen.com

PROPERTY ADDRESS OR Tax Parcel ID#:

N104 W13275 Donges Bay Road, Germantown, WI 53022

DESCRIPTION OF PROPOSED USE (Describe improvements, structures, uses and activities conducted, services provided, products made or sold, # of employees, hours of operation, etc. that will enable Zoning Administrator to determine if the proposed use or operation complies with the applicable zoning district and/or other use restrictions that may apply to the subject property. Use back side or additional sheets as needed):

Clean Harbors collects hazardous and nonhazardous solid wastes from generators (our customers). Containers of wastes (5 Gallon - 350 Gallon) are managed under a truck-to-truck transfer where the wastes are collected by Clean Harbors' employees in collection vehicles, transported to the Germantown site where these wastes will be consolidated on a staged outbound trailer for offsite shipment. Covered bulk bins may also be stored temporarily prior to shipment for offsite disposal. Clean Harbors will also be cleaning various types of rented Containers and Frac Tanks before returning to Owner. The facility typically operates Monday through Friday, from 6 a.m. to approximately 6 p.m. Approximately 20 employees work at the property and there are three structures on site.

READ AND INITIAL THE FOLLOWING:

- ☒ I understand that Village Staff may request additional information to properly evaluate this request and failure to provide such information may in itself by sufficient cause to deny the petition.
- ☒ I understand that Village Staff can impose conditions or other requirements necessary in order to meet and/or remain in compliance with the Village's Zoning Codes and/or other Village requirements that may apply to the subject property.

INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- ☐ A scaled site plan showing location of proposed use on the property (not required if within building).
- ☐ \$175 Application Fee
- ☐ Other Information required by Zoning Administrator

SIGNATURES: ALL APPLICATIONS MUST BE SIGNED

Mon. Joranson 2-6-19
Applicant Date

Mon. Joranson 2-6-19
Property Owner Date

VILLAGE USE ONLY	
APPROVED	
☒ Building/Arch Plan	☐ Site Plan
☒ Landscaping Plan	☐ Sign Plan
☒ Lighting Plan	☒ Zoning Permit
<u>[Signature]</u> Village Planning/Zoning Administrator	<u>7-2-19</u> Date Approved
☒ Approved Conditions apply as noted below	
SEE LETTER DATED 7-2-19	
FOR REQUIREMENTS AND	
CONDITIONS OF APPROVAL	

[illegible]

Jeff Retzlaff

From: Jeff Retzlaff
Sent: Tuesday, October 23, 2018 4:22 PM
To: Kelly.taylor@safety-kleen.com
Cc: Lori Johnson
Subject: Clean Harbors ES Industrial Service; N104 W13275 Donges Bay Road
Attachments: Zoning Compliance Permit Application 10-15-09.pdf

COPY

I am responding to your email sent to Lori Johnson earlier today regarding the above-cite property.

Not knowing anything more than what information you provided in your email, I would say that depending on the specific activities conducted as part of each, it is very likely that the proposed solid and medical waste storage facilities would violate, i.e. NOT be in compliance with) the Village's Zoning Code without either one or both of the following: (1) rezoning the property from M-1: Limited Industrial to M-2: General Industrial or M-3: Special Use Industrial; or (2) obtaining a conditional use permit (CUP) from the Village.

We do not have a current Zoning/Occupancy Permit for the most recent operation on this property. Our records indicate that that last use of the property is/was for storage of equipment related to the collection of solid waste and/or recycling, e.g. bins, etc.

To help us determine zoning compliance, you will need to submit a detailed explanation of what the property will be used for, what activities will be conducted, services or products offered, what type of items will be stored, produced, processed, and in what quantities, etc. What would be extremely helpful is to get a copy of your license/permit applications required under NR502 and NR526. Once received, we will review and process. If necessary, we will identify any other permits, approvals, etc. that may be required in order to obtain/maintain compliance with the Village's Zoning Code.

Please provide this information along with the attached Zoning Compliance/Occupancy Permit application to Planning & Zoning Services at Village Hall. Coordinate your submittal with Lori Johnson.

Thanks.

*Jeffrey W. Retzlaff, AICP
Community Development Director
Zoning Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4735
jretzlaff@village.germantown.wi.us*

Village of



Community Development Dept.
Planning & Zoning
Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
(262) 250-4735

COPY

February 20, 2018

CDS Commercial Due Diligence Services
3550 W. Robinson Street, Third Floor
Norman, OK 73072

Attn: Cody Carter

RE: N104 W13275 Donges Bay Road, Germantown, WI

I am in receipt of your request for a Zoning Verification letter for the property listed above located in the Village of Germantown. I could not locate a property file and therefore neither a survey or site plan is available showing the relative location of the existing structures on the subject property. As a result, I am unable to determine if the existing structures comply with the Village's current Zoning Code requirements, e.g. building setbacks, etc. Also, because I don't have any information on this property or the business that is operating there, I am unable to confirm if the use is in compliance with the Zoning Code. Please contact me if you wish to discuss further.

To the best of my knowledge, I can make the following statements:

- The zoning for the property is M-1: Limited Industrial Zoning District, Section 17.33 of the Municipal Code (see attached).
- Certificates of Occupancy are attached.
- There are no outstanding zoning or building code violations
- The adjacent property zoning designations are: North: M-1
South: M-1
East: M-1
West: M-1

Please contact me if you have any questions or concerns at (262) 250-4735 or by e-mail at ljohnson@village.germantown.wi.us.

Thank you,

Lori Johnson
Planning Assistant

Enc.



July 2, 2019

Vincent Van Engelenburg, District Manager
Clean Harbors Industrial Services Inc.
633 East 138th Street
Dolton, IL 60419

RE: N104 W13275 Donges Bay Road; Zoning Permit Application
Hazardous & Non-Hazardous Solid Waste Collection & Consolidation Facility

The zoning permit application for a hazardous & non-hazardous solid waste collection, consolidation & recycling facility at the above cited property has been approved subject to the conditions listed below. Subject to satisfying all of the conditions below, the proposed use would comply with the M-1: Limited Industrial Zoning District regulations applicable to the subject property.

Be advised that the M-1 Zoning District within which the property is located does not allow the proposed use as a "permitted principal use" but does allow such a use with a conditional use permit (CUP) granted by the Village Board. To that end, I am including a CUP application packet for your information and use. Because a CUP application for the type of facility proposed would be processed under a separate procedure, including public hearings before the Village's Plan Commission and Village Board, you can discuss the details of that process with our department staff separately. Notwithstanding, as part of applying for and obtaining A CUP from the Village for the proposed uses, you will be required to document compliance with applicable state licensing and other applicable requirements, including but not limited to Wis. Stats. Chap 289 and Admin Code NR 502.

In the meantime, unless and until a CUP for the proposed hazardous & non-hazardous solid waste collection, consolidation & recycling facility is granted, the property and buildings may be used in a manner consistent with how and what the property has been used historically according to our records and observations, i.e. storage of equipment used for and/or related to the collection of solid waste and recyclables, e.g. bins, roll-off containers, dumpsters, trailers, etc., but excluding the actual collection, consolidation, processing, recycling and/or transporting of solid, liquid or gaseous waste and materials to/from the property.

CONDITIONS OF APPROVAL:

1. The proposed use as described in the application, i.e. hazardous & non-hazardous solid waste collection, consolidation & recycling facility, is only allowed in the M-1: Limited Industrial Zoning District if a conditional use permit (CUP) is granted by the Village Board. No uses or activities other than the on-site storage of equipment used for and/or related to the collection of solid waste and recyclables are permitted (e.g. bins, roll-off containers, dumpsters, trailers, etc., but excluding the actual collection, consolidation, processing, recycling and/or transporting of solid, liquid or gaseous waste and materials to/from the property).

2. Village building permits are required for all interior and exterior improvements and renovations (construction, electrical and/or plumbing). Contact Mike Guttman, Building Inspector, to discuss any proposed improvements, permit & inspection requirements, and any state (Department of Safety and Professional Services) commercial building plan approval requirements. Contact Holly in Inspection Services for information about permit applications. Both can be reached at 262-250-4760.
3. Prior to occupancy or commencement of use, an occupancy inspection shall be conducted in coordination with the Village Fire Department and Inspection Services. Please contact the Fire Department and Inspection Services to arrange an inspection at 262-502-4701.
4. If required by the Fire Department or Inspection Services as part of the initial or future occupancy inspections, the owner/operator shall install and/or update necessary fire safety measures, emergency management and/or other improvements to ensure fire and building code compliance for the type of occupancy/use proposed.
5. All exterior signs, temporary and permanent, requires a sign permit. Contact Lori Johnson regarding proposed signs, and the Village's sign regulations and permit requirements at 262-250-4735.
6. The Village's Utility Code requires all commercial and industrial users discharging wastes into the sewer system to construct and maintain sampling and metering manholes in suitable and accessible positions on public property or easement to facilitate the observation, measurement and sampling of all wastes or wastewater. These manholes are required to be located, constructed and maintained in a manner approved by the Village Engineer/Wastewater Utility Superintendent. Therefore, the property owner is required to contact Tim Zimmerman, Superintendent of Wastewater Utility 262-253-7765 to coordinate an inspection of the sanitary sampling manhole, and, make any/all necessary corrections or repairs to the sampling manhole and appurtenances thereto to ensure ongoing compliance with the Village's Utility Code.

If you have any questions or concerns regarding this matter, feel free to contact me at (262) 250-4735 or Inspection Services at (262) 250-4760.

Respectfully,



Jeffrey W. Retzlaff, AICP
Zoning Administrator

Copies:

Brian Sajdak, Village Attorney
John Delain, Fire Chief

17.33 - M-1 LIMITED INDUSTRIAL DISTRICT .

The M-1 Industrial District is intended to provide for warehousing, manufacturing or fabrication operations which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the Village as a whole by reason of smoke, odor, noise, dust, flash, traffic, physical appearance, or other similar factors; and to establish such regulatory controls as will reasonably insure compatibility with the surrounding area in this respect. All uses in this District must meet the State of Wisconsin industrial standards.

(1) **PERMITTED PRINCIPAL USES.**

- (a) Building and yards for the storage and wholesale of goods and materials other than chemical, flammable, liquid, gaseous, vaporous or explosive substances where such goods or materials are temporarily stored inside a building or within an open area visually screened from public streets or highways and adjacent nonindustrial uses.
- (b) All uses involving the manufacture and fabrication of goods within the confines of a building and in which any smoke, noise, dust, flash or odor produced in the manufacturing process is confined within the building.
- (c) All uses involving the provisions of a service which is either manufacturing-related or fabrication-related and not permitted in business districts confined within a building, and in which smoke, dust, flash, heat, noise or odor produced by such service uses is confined within the building.
- (d) Commercial self-storage buildings where all storage is conducted within an enclosed building or individual units within a building. (Cr. Ord. #09-16)

(2) **PERMITTED ACCESSORY USES.**

- (a) Enclosed as well as screened areas for the storage of materials other than explosive or flammable materials or substances used in the manufacturing or fabrication process.
- (b) Offices normally auxiliary to the principal use.
- (c) Garages for the storage of vehicles used in conjunction with the operation of the warehouse or industrial use.
- (d) Auxiliary power generators.
- (e) Off-street parking and loading areas.
- (f) One aboveground storage tank (maximum 5,000 gallon capacity) for storage of flammable materials, subject to compliance with section 11.071 of this Code. (Cr. Ord. #30-97)

(3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #30-97)

- (a) Buildings, structures or underground storage tanks used for the storage of chemicals, flammable liquids and gaseous or vaporous substances.
- (b) Two or more aboveground storage tanks (over 5,000 gallon capacity) for storage of flammable materials, subject to compliance with section 11.071 of this Code.
- (c) Yards and structures used for the temporary storage or holding of animals not for slaughter.
- (d) Recycling collection/processing center.
- (e) Commercial self-storage buildings where storage is conducted within an enclosed building, individual units within a building, or outside of a building but within a secure area screened from view. (Cr. Ord. #09-16)
- (f) Secondhand stores greater than 5,000 square feet in area, subject to all other requisite approvals applicable to conditional use and subject to the Plan Commission determining reasonable regulations for the collection, warehousing, sorting and repair of materials in the course of operation of such secondhand stores.

- (g) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
 - (h) Commercial activities permitted in the B-2, Community Business District when the Plan Commission finds that the activity will directly support the businesses of the industrial park and can be integrated into an overall plan for the industrial park. (Cr. Ord. #11-00)
 - (i) Agricultural and dairy product silos, cooling towers, and other accessory structures whose height exceeds 45 feet. (Cr. Ord. #23-03; Am. Ord. #31-07)
 - (j) Principal buildings exceeding a height of 45 feet provided that: (Cr. Ord. #31-07)
 - 1. A new or expanded building should normally not exceed the height of any existing principal building(s) on an adjacent or opposing property (across the street) if the height of the new building will be greater than twice the height of the nearest, tallest existing building;
 - 2. The site design and architecture of the new or expanded building includes additional setback, and, variation or articulation of the wall and roof components of the new or expanded building to provide a transition in height; and
 - 3. The new or expanded building is not on property that is adjacent to a residential zoning district or other established residential area.
- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in section 17.07(2a) of this chapter and as defined in section 17.08(83) of this chapter.

(4) **LOT, YARD AND BUILDING REQUIREMENTS.**

Lot frontage at setback	Minimum 120 ft.
Lot area	Minimum 30,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 45 ft.
Percentage of coverage, including parking and loading	Maximum 80%

(5) **PARKING AND LOADING REQUIREMENTS.** See section 17.45 of this chapter.

(6) **SITE PLAN APPROVAL REQUIRED.** See section 17.43 of this chapter.

Figure 1

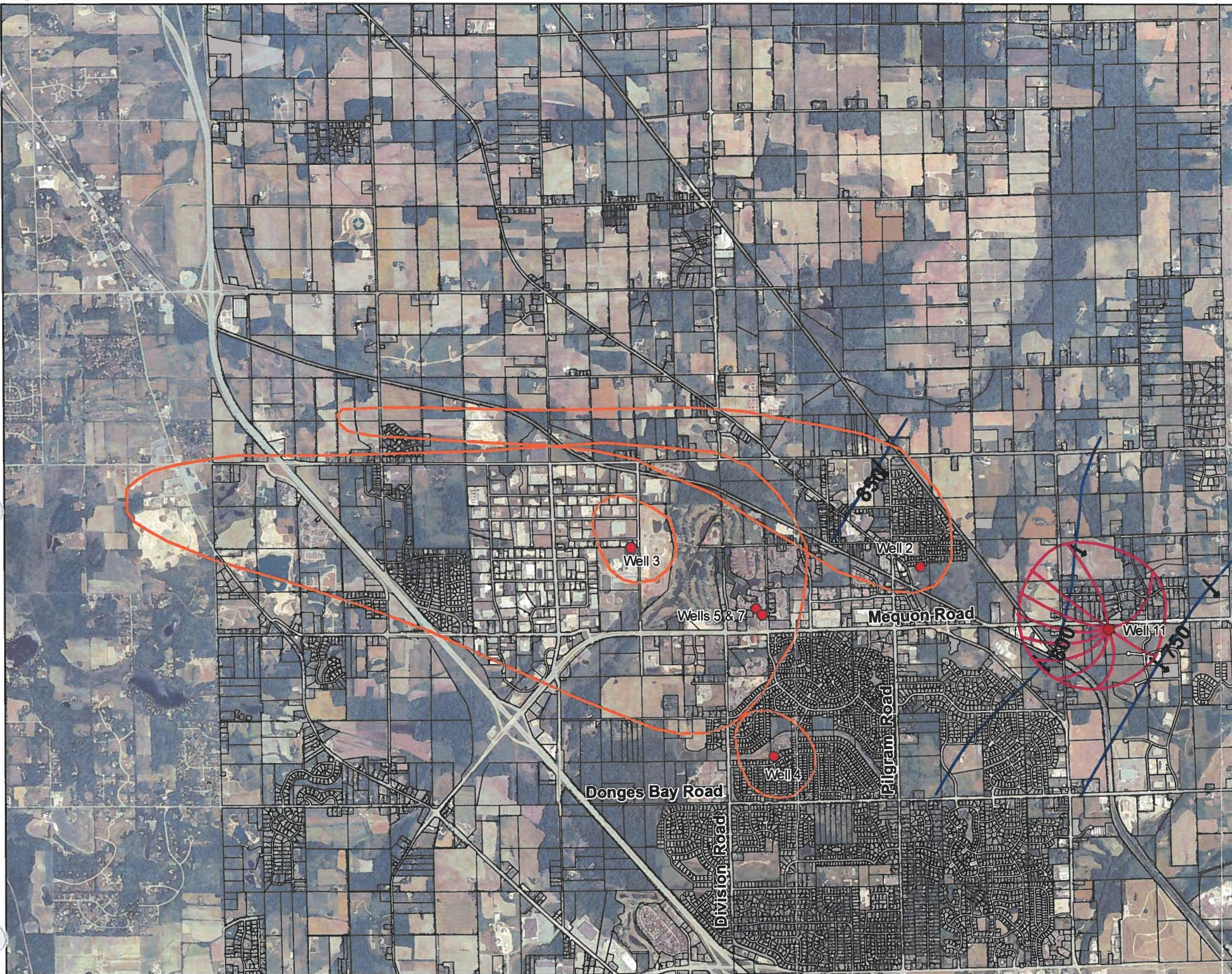
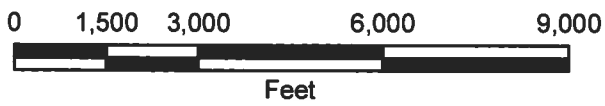
**Wellhead Protection Areas for
Germantown Well No. 11***

**Village of Germantown
Washington County, Wisconsin**

*WHPA for Well 11 delineated by
Ruekert-Mielke, 2010 in Amendment
No. 1 to Wellhead Protection Plan for
Municipal Well Nos. 2, 3, 3, 5, & 7
delineated by Graef, 2008

Legend

- Village Well Sites
- Direction of Groundwater Flow
- 800 Potentiometric Surface Elevation of Sandstone Aquifer (Static Condition)
- Wellhead Protection Area Well 11 (Based on 5-Year TOT)
- Graef Wellhead Protection Areas Wells 2-5 & 7 (Based on 5-Year TOT)





Village of

Germantown
Willkommen

Fee must accompany application

☐ **\$1460** Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Clean Harbors Industrial Services, Inc.

633 East 138th Street

Dolton, Illinois 60419

Phone (316) 269 - 7485

Fax (608) 221 - 9685

E-Mail vanengelenburg.vincent@cleanharbors.com

PROPERTY OWNER

Clean Harbors Industrial Services, Inc.

42 Longwater Drive,

Norwell, MA 02061

Phone (781) 792 - 5000

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Clean Harbors Industrial Services, Inc.

3 PROPERTY ADDRESS

N104 W13275 Donges Bay Road, Germantown, WI 53022

TAX KEY NUMBER

GTNV 362992

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Storage of Supplies, Equipment, and Other Materials, along with General Office Space. Property is about 6 acres in total and there are three structures on site. There are approximately 20 employees currently and hours are Monday-Friday, 7am - 5pm

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

M1, Limited Industrial Zoning District, Section 17.33 of the Municipal Code, Section 3: Conditional Use (a) Buildings, structures or underground storage tanks used for the storage of chemicals, flammable liquids and gaseous or vaporous substances and (d) recycling collection/processing center.

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Clean Harbors collects hazardous and nonhazardous solid wastes from generators (our customers). Containers of wastes

(5 Gallon -350 Gallon) are managed under a truck-to-truck transfer where the wastes are collected by Clean Harbors' employees in collection vehicles, transported to the Germantown site where these wastes will be consolidated on a staged outbound trailer for offsite shipment. Covered bulk bins may also be stored temporarily prior to shipment for offsite disposal. Clean Harbors will also be cleaning

various types of rented Containers and Frac Tanks before returning to Owner. Approximately 25 employees will work at the site and hours will be Monday-Friday, 7AM - 5PM. At no time, will any waste containers be opened onsite nor will there be any waste processing of any kind.

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

Attached

SUPPORTING DOCUMENTATION:

7

- ☐ Site plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere

☐ _____

☐ _____

READ AND INITIAL THE FOLLOWING:

8

MIB I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

MIB I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

MIB I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

MIBattle

8/19/19

Applicant

Date

Clean Harbors Industrial Services, Inc.

MIBattle

8/19/19

Owner

Date

Clean Harbors Industrial Services, Inc.

METES AND BOUNDS DESCRIPTION

Lot 1 of Certified Survey Map No. 4324 recorded in the office of the Register of Deeds for Washington County on May 19, 1994 in Volume 28 of Certified Survey Maps, Pages 264-267, as Document No. 668027, being a Redivision of Lot 1 of Certified Survey Map Number 3036 recorded in the office of the Register of Deeds for Washington County on April 8, 1987 in Volume 17 of Certified Survey Maps, Pages 201-204, as Document No. 509138 in the Northeast 1/4 of the Northwest 1/4 of Section 36 and unplatted land in the Northwest and Southwest 1/4 of the Northeast 1/4s of Section 36, all in Township 9 North, Range 20 East in the Village of Germantown, County of Washington and State of Wisconsin.

CleanHarbors®





October 11, 2019

Jeffrey W. Retzlaff, AIOP
Village Planner & Zoning Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Dear Mr. Retzlaff;

Clean Harbors is providing responses to your October 7, 2019 Staff Review Comments letter sent to Vinnie VanEngelenburg. The Review comments are repeated in this letter, followed by Clean Harbors' response.

Community Development Department

1. The Washington County Property Listed identifies Veolia ES Industrial Services Inc. as the property owner. Please explain who the current owner is and what the relationship is with Clean Harbors. Identify who the authorized agents are for the applicant and property owner and who signed the application form.

Clean Harbors' Response:

Clean Harbors Industrial Services, Inc. is the current property owner. On February 23, 2018 Clean Harbors purchased all outstanding shares of Veolia ES Industrial Services, Inc. On May 11, 2018 the name of Veolia ES Industrial Services, Inc. was changed to Clean Harbors ES Industrial Services, Inc. On January 1, 2019, Clean Harbors ES Industrial Services, Inc. was merged into Clean Harbors Industrial Services, Inc. Please refer to the attached Certificate of Amendment for the name change and the attached Certificate of Merger for further information.

2. A scaled site plan of the property is required with existing and proposed buildings, features, etc. identified on the site where the various activities will occur. A more detailed description of the operation is needed.

Clean Harbors' Response:

A scaled site plan (to be printed as an 11" x 17" document) is provided with this response. All waste transfer activities will occur at the concrete dock. Large containers ('frac tanks' and bulk bins) will be staged in the areas described as equipment/trailer staging areas on the site plan.

3. The brief description doesn't provide the level of detail necessary to clearly understand what the operation is all about, what happens on the site, what materials or equipment are brought to/from and kept on the site, etc. Please address the following:

a. What supplies, equipment and other materials will be stored on the property? In what quantities, for how long, etc.

Clean Harbors' Response:

Supplies stored onsite would be empty containers such as drums, pails, totes and other packaging materials such as absorbents to be sold to customers for packaging their wastes at their facilities or for use at the site. Personal protective equipment (gloves, safety glasses, etc.) will also be stored onsite.

It's anticipated there will be two 26' straight box trucks and three 53' tractor-trailer units based at the facility for waste activity. Clean Harbors transport vehicles for customer pickups will be dispatched from the facility each day. The trucks are completely enclosed box trucks/trailers. Throughout the day, the drivers of these trucks collect containerized wastes from numerous industrial and commercial facilities located throughout the state. The vehicles will return to the facility at the end of the day. The trucks will be backed up to the concrete loading dock, and the waste containers will be transferred from the incoming transport vehicles to a trailer that is staged at the dock. The waste containers will be moved using ramps, forklifts, drum carts, or handcart, or by hand if the weight of the container allows. At no time are the containers opened. They remain closed at all times. The closed containers in the staged tractor-trailer may be held on-site for up to ten days awaiting delivery to the ultimate destination facility. All vehicles used for picking up the wastes from our customers and for the temporary storage/outbound shipments are DOT compliant. The number of trucks may vary due to business needs. Traffic that will be generated by these operations will not have a major impact of the traffic volume of adjacent and nearby roadways. Non-DOT compliant trailers may be used onsite only for the storage of equipment and supplies and will not be used for temporary storage of any wastes.

b. Provide a detailed list of all liquid, solid and/or gaseous hazardous and non-hazardous waste material that will be or could be brought to and stored on the property. Where kept on site?

Clean Harbors' Response:

Clean Harbors is authorized and permitted to transport DOT hazard classes 2-9, except for Class 7-radioactive materials. The maximum amount of waste to be stored at any time will be the volume of the three tractor trailers and the two box trucks or three hundred twenty-eight (328) 55-gallon drum equivalents. All wastes will be stored on transport vehicles for a maximum of 10 days. There is no onsite disposal. All wastes are shipped offsite for disposal/processing.

c. What type of containers (5 to 350) will be used? Material? Where kept on site?

Clean Harbors' Response:

Waste containers will be metal, plastic, or fiberboard and will vary in size from small boxes to 350-gallon totes or cubic yard boxes. All waste containers will be DOT approved and are compatible with the contents. These waste containers are not opened or mixed while on-site.

All waste containers are properly labeled/marked in accordance with USEPA and USDOT requirements. The waste labels include the generator's name and address, manifest document number, and a description of the waste. All waste materials will be staged on the box trucks or the tractor-trailers at the loading dock.

d. How will the materials be consolidated..be specific. Where on site?

Clean Harbors' Response:

All containers are transferred from the incoming route vehicles to a staged trailer for offsite shipment. All waste containers remain closed, with there being no waste consolidation conducted on site.

e. Will different types of materials be co-mingled with other materials as part of the consolidation process?

Clean Harbors' Response:

No wastes will be co-mingled or consolidated while onsite.

f. What are covered bulk bins?

Clean Harbors' Response:

Covered bulk bins are twenty or thirty-yard rolloffs that typically have a hard plastic cover or a fabric tarp. There are used to containerize larger volumes of soils or other solids. They will be parked on pavement at the site.

g. What are Frac Tanks?

Clean Harbors' Response:

A frac tank is a 22,000-gallon portable tank used to containerize water or other liquids on a customer's site. There are also sometimes called by the commercial name of a "Baker Tank". The frac tank cannot be transported when it is full. Clean Harbors has made the decision that it will no longer seek the ability to clean frac tanks as part of this CUP application. Therefore, if frac tanks are present at the site, they would either be empty or only contain slight residuals while awaiting return to their owners. Frac tanks would be parked on pavement at the until they are returned.

h. Is water used in the process of cleaning containers?

Clean Harbors' Response:

Clean Harbors is abandoning the part of this CUP application for cleaning containers onsite. Therefore, no water will be used for container cleaning.

4. Provide a list of the DNR and other agency permits, licenses or approvals required to operate this type of facility and the status of obtaining those items.

A copy of the following transportation permits are provided.

License/Permit #	Issuing Agency	Type
12102	Wisconsin DNR	Hazardous Waste Transport Service License
15167	Wisconsin DNR	Infectious Waste Transportation License
14741	Wisconsin DNR	Solid Waste Transportation License
062117 553 058ZB	US DOT PHMSA	Hazardous Materials Certificate of Registration

Hazardous Waste transfer activities are covered under the WI DNR-issued Hazardous Waste Transport Service License #12102.

As required by Wisconsin Administrative Code, Clean Harbors will be submitting an application to the WI DNR to operate a Solid Waste Transfer Facility license (WAC NR 502) and Infectious Waste Transfer Facility license (WAC NR 526) after the CUP is approved by the Village of Germantown.

5. What measures will be taken to protect the ground and nearby wetlands and navigable waterway from run-off? Is there a spill containment plan?

Clean Harbors' Response:

All waste remains in-transit and any releases would be managed under protocols established in Clean Harbors' In-Transit Emergency Response Procedures. An example of this document is attached for reference.

Clean Harbors is a spill response organization and has equipment and personnel to respond to any onsite releases. The trailers storing the transfer wastes are parked on a concrete pad so any release would likely be contained on the pad. If the CUP is approved and permitting moves forward with the WI DNR, that Clean Harbors will place a berm around the concrete pad. The distance from where the transfer wastes will be stored to the south/southeast property line is over 450' and the wetlands is approximately 100' beyond the property line. There will be a very low potential for any onsite release to affect the wetlands.

Fire Department

6. Clean Harbors needs to provide list and quantity of hazardous waste materials to be kept onsite. As a starting point, does site comply with IFC chapter 50 Hazardous Materials?

Clean Harbors' Response:

Please refer to 3.b above for the materials to be handled. The truck to truck operation would be exempted from IFC Chapter 50 as off-site transportation of hazardous materials under Section 5001.1.4. However, Clean Harbors intends to operate the off-site transportation operation in conformance with the general safety precautions found in 5003.9 to 5003.9.2 including training, written procedures, fire department liaison and security. In addition, if the CUP is approved, berms will be added to the trailer pad such that containment for the largest contain (350 gallon tote) and the 24-hour rainfall for a 25-year storm will be contained pursuant to 5004.2.2.4.

7. Copies of current licensing from DNR or DOT for site related waste or transportation.

Clean Harbors' Response:

Reference 4 (above)

8. Statement of current operations on site. How will this additional CUP change the use of the property? Will all existing business activities remain onsite? State of intended operations after they receive all required approvals.

Clean Harbors' Response:

The current operations will continue at the site. The CUP will allow the proposed Solid Waste and Infectious Medical Waste containerized waste truck-to-truck transfer activities.

9. Safety plan for handling hazardous materials. Spill plan for hazardous materials. How will they prevent spills from groundwater contamination? Is this area within well-head protection district?

Clean Harbors' Response:

In addition to information provided in 5 (above), Clean Harbors has a Transfer Facility Compliance Manual. A draft of this document is provided for reference. The facility is not located within the well-head district.

10. What are frac tanks?

Clean Harbors' Response:

Reference 3.g. (above)

11. How will frac tanks be cleaned?

Clean Harbors' Response:

As set forth in 3.h above, Clean Harbors is no longer pursuing the cleaning of frac tanks on the site as part of this CUP application.

12. How long will waste be stored onsite? Where will be stored? Will fire protection be required? Only one building has fire sprinkler protection. Outside trailers being used for storage may need to meet fire safety codes if they are actively storing flammable materials.

Clean Harbors' Response:

All wastes will be stored on transport vehicles for a maximum of 10 days. Fire protection will not be required for this in-transit staging of waste on vehicles.

13. Will the wastes be transferred or received directly from adjoining waste transfer facilities? Will site become drop off location for hazardous materials directly by public?

No wastes will be transferred or received from adjoining transfer facilities. The site will not be a drop off location for hazardous materials by the public.

14. Create site plan for property detailing above. Is additional FD water supply required within site? Property is gated with FD Knox box access currently, creating arrival delay.

Clean Harbors' Response:

A site plan is provided (reference 2 above). Additional water supply is not required within the site. Clean Harbors is required to maintain site security and safety to prevent access to the facility by the public. The FD Knox Box allows for easy access by the FD in the event of an emergency while maintaining site security.

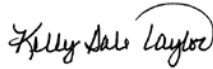
15. There was no mention of infectious waste in the CUP application. But they supplied the GFD with a "draft application to DNR" for permitting infectious materials as supporting document. Nothing for Hazardous Materials. This document was supplied after site visit by Chief Delain and myself, September 11 with Clean Harbors staff and site manager.

Clean Harbors' Response:

Clean Harbors intends to obtain licensing from the WI DNR as a Solid Waste Storage and Infectious Medical Waste Storage facility. All materials would be transferred off-site before they could reach a putrescible state. Hazardous Waste transfer activities are covered under the WI DNR-issued Hazardous Waste Transport Service License #12102.

Clean Harbors trusts the information presented satisfies the Village of Germantown's requests. If questions remain or if additional information is needed, please contact Vincent (Vinnie) VanEngelenburg.

Regards,

A handwritten signature in black ink that reads "Kelly Dale Taylor". The signature is written in a cursive, flowing style.

Kelly Dale Taylor, CHMM
Compliance Specialist
Safety-Kleen Systems, Inc.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2017-2020**

Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC
Attn: RITA POWERS
PO BOX 9149
NORWELL, MA 02061-9149

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062117 553 058ZB Effective: 07/01/2017 Expires: 06/30/2020

HM Company ID: 007987

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



**IN-TRANSIT EMERGENCY RESPONSE PROCEDURES
(USA and Canada)**



**IN-TRANSIT EMERGENCY RESPONSE PROCEDURES
(USA and Canada)**

**Clean Harbors 24 hour Emergency Operations Centre
1-800-645-8265**



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

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IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

PURPOSE

This Transportation Emergency Response Procedure was developed by **Clean Harbors** for its affiliated carriers.

This procedure is intended to describe the equipment, management procedures and notification guidelines for responding to any release of Dangerous or Hazardous goods/wastes, petroleum oil or other materials that may pollute during the course of transportation over public roadways.

***Note:** This procedure is designed to initiate procedures to mitigate or prevent the release of petroleum oil and other hazardous materials/wastes to the environment while waiting for the arrival of an emergency response crew. The information provided by the driver will dictate the level of response needed to effectively respond to the release. Clean Harbors has the internal personnel & equipment to respond to spills from its transport vehicles in addition to a network of third party approved subcontractors*



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

IDENTIFICATION OF HAZARDOUS WASTE AND HAZARDS

Hazardous Waste Type/Class	Physical Properties	Chemical Properties	Toxicological Properties	Human Health Risks	Environmental Risks
Class 2.1 Flammable Gases (eg natural gas, acetylene, butane, ethylene, hydrogen, LPG)	May be compressed and/or liquefied—please refer to SDS or NIOSH guide for specific vapor density, flashpoint and LEL/UEL data.	Reacts with strong oxidizers. Please refer to SDS or NIOSH guide for specific incompatibilities.	Please refer to SDS or NIOSH guide for product specific toxicological properties.	Flammable gases under pressure may cause cold exposure injuries (frost-bite). Respiratory protection may be required. Flash fire is a significant risk. Ensure no ignition sources are present. Refer to SDS or NIOSH guide for product specifics.	Gas/ Vapor cloud may migrate significant distances to reach an ignition source. Dependent on vapor density, product may rise and dissipate or pool in low lying areas or vertical accesses. Refer to SDS or NIOSH guide for specifics.
Class 2.2 Non-flammable/ Non-toxic Gases (eg. nitrogen, CO2, helium)	May be compressed, liquefied or pressurized cryogenic. Please refer to SDS or NIOSH guide for product specifics.	Heat or water may vigorously vaporize the product.	N/A.	Possible asphyxiant due to the exclusion of oxygen.	N/A
Class 2.3 Toxic Gases (eg. chlorine, fluorine, hydrogen cyanide, ammonia)	May be compressed, liquefied or pressurized cryogenic. Please refer to SDS or NIOSH guide for product specifics.	May react with water, oxidizers, acids, organic compounds or other substances. Please refer to SDS or NIOSH guide for specific incompatibilities.	Known or presumed to be toxic or corrosive to humans as to pose a hazard to health. Please refer to SDS or NIOSH guide for product specifics.	Significant inhalation risk. Respiratory protection may be required. Refer to SDS or NIOSH guide for product specifics.	Gas/ Vapor cloud may migrate significant distances or pool in low lying areas or vertical accesses dependent on vapor density and pose a significant hazard to flora, fauna and other forms of life.
Class 3 Flammable Liquids (eg. Petrol, kerosene, solvents, dry-cleaning fluid)	Liquid, mixtures of liquids, liquids containing solids in solution or suspension that give off flammable vapor at temperatures below 37.8C or 100.04F	Please refer to SDS or NIOSH guide for product specifics. Regard should be given regarding solubility, specific gravity and incompatibilities.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics. Regard should be given regarding solubility, specific gravity. Poses a risk to flora, fauna and other forms of life
Class 4.1 Flammable Solids (eg. magnesium, naphthalene)	Solid substances that are easily ignited and readily combustible. May be powdered, granular or pasty substances.	Please refer to SDS or NIOSH guide for specific incompatibilities.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics	Normal extinguishing agents (CO2 or water) may increase the hazard. Decomposition, particularly if no ignition occurs, may result in the evolution of toxic gases or vapors. Runoff from fire control may be corrosive.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Class 4.2 Spontaneously Combustible (eg. phosphorous)	Solid substances that ignite spontaneously when exposed to air	Reacts with air, oxidizers and halogens. Please refer to SDS or NIOSH guide for specific incompatibilities	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics	Products are pyrophoric or exothermic. Runoff from fire control may be corrosive or toxic.
Class 4.3 Water reactive (eg. sodium, calcium, potassium, calcium carbide)	Solid substances that emit a flammable gas when wet or react violently with water.	Emits flammable gas when wet or reacts violently with water. Please refer to SDS or NIOSH guide for specific incompatibilities.	Please refer to SDS or NIOSH guide for product specifics.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.
Class 5.1 Oxidizing Substances (eg. calcium hypochlorite, ammonium nitrate, hydrogen peroxide)	Solid or liquid that may, generally by yielding oxygen, cause or enhance the combustion of other materials. Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for specific incompatibilities.	May be toxic to lungs and mucous membranes. Please refer to SDS or NIOSH guide for product specifics.	Poses possible inhalation and ingestion risks. Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics.
Class 5.2 Organic Peroxides	Solid (usually fine powder), liquid or paste. Please refer to SDS or NIOSH guide for product specifics.	Do not expose to combustible materials. Please refer to SDS or NIOSH guide for specific incompatibilities.	May be toxic or corrosive. Please refer to SDS or NIOSH guide for product specifics.	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	For liquid spills/releases, dilution is recommended. Please refer to SDS or NIOSH guide for product specifics.
Class 6.1 Toxic Substances (eg, sodium cyanide, potassium cyanide, mercuric chloride)	Solid (may be powder or flakes), liquid or paste that is liable to cause death, serious injury or harm to human health if swallowed, inhaled or comes into contact with human skin. Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for specific incompatibilities.	Known or presumed to be toxic or corrosive to humans as to pose a hazard to health. Please refer to SDS or NIOSH guide for product specifics.	Possible significant risk via all routes of entry. Respiratory protection may be required. Refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics. Regard should be given regarding solubility, specific gravity. Poses a risk to flora, fauna and other forms of life.
Class 6.2 Infectious Substances (eg. regulated medical waste, forensic materials, used health care products)	Substances or material infected by pathogens may exist in any form of matter.	Please refer to SDS or NIOSH guide for specific incompatibilities.	Poses possible inhalation, ingestion, injection and absorption risks. Please refer to SDS or NIOSH guide for product specifics.	Possible significant risk via all routes of entry. Respiratory protection may be required. Refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics. Regard should be given regarding solubility, specific gravity. Poses a risk to flora, fauna and other forms of life.
Class 8 Corrosives (eg. sulfuric acid, hydrochloric acid)	Liquid or solid that can dissolve organic tissue or severely corrode certain metals. Please refer to SDS or NIOSH guide for product specifics	This class includes both acids and bases. Incompatible material may react violently if mixed. Please refer to SDS or NIOSH guide for specific	Poses possible inhalation, ingestion, and absorption risks. Please refer to SDS or NIOSH guide for product specifics	Possible significant risk via all routes of entry. Respiratory protection may be required. Refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics. Regard should be given regarding solubility, specific gravity. Poses a risk to flora, fauna and other forms of life



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

		incompatibilities.			
Class 9 Miscellaneous	Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics.	Please refer to SDS or NIOSH guide for product specifics.
Waste Oil	Viscous liquid or sludge	Not soluble in water. Please refer to SDS or NIOSH guide for product specifics	Used oil contaminants may include lead, cadmium, chromium, arsenic, dioxins, benzene and polycyclic aromatics	Poses possible inhalation, ingestion, and absorption risks. May be carcinogenic. Please refer to SDS or NIOSH guide for product specifics	Poses a risk to flora, fauna and other forms of life
Waste Pest Control Products	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics
Leachable Toxic Waste	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics	Please refer to SDS or NIOSH guide for product specifics
Waste Containing Tetrachloroethylene (dry cleaning fluid)	Colorless liquid with sweet detectable odor.	Please refer to SDS or NIOSH guide for product specifics	Group 2A carcinogen	Product dissolves fats from skin, potentially resulting in skin irritation. May increase risk of developing Parkinson's.	Presents as a dense nonaqueous phase liquid (immiscible and specific gravity over 1).



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

CONTINGENCY PLAN FOR IN-TRANSIT RELEASES

1. REFERENCE DOCUMENTS (Available to driver and/or response personnel)

- a. Current Emergency Response Guidebook ERG (2016)
- c. Shipping Document (Manifest, Bill of Lading)
- d. On-line waste profile information & Safety Data Sheets (Accessed via 24 hour emergency response operator).
- e. NIOSH Pocket Guide to Chemical Hazards (Responder)

2. GENERAL RESPONSE PROCEDURES

In the event of a release or the threat of a release from a vehicle, the following procedures are to be followed to mitigate or prevent the release of petroleum oil or other hazardous materials/wastes to the environment.

A. Secure the Area

1. Halt/shut down the operation, for example
 - a. Loading or unloading
 - b. Transporting
2. Keep unauthorized people away from the release area by using physical barriers (i.e. caution tape, pylons) or with the assistance of local officials on the scene.
3. Stay upwind.
4. Eliminate any ignition sources.

B. Identify the Magnitude of the Situation

1. Determine the type of material/waste that may be involved by reviewing the shipping paper(s).
2. Refer to the current Emergency Response Guidebook for properties of the material including any potential evacuation distances, potential fire or explosion hazards, potential health hazards, and/or potential personnel protective equipment that first responders may need.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

3. When deploying spill containment control materials (i.e. poly sheeting, suitable absorbent material spill containment pail to catch inconsequential drips) ensure that you don your protective Tyvec suit, chemical resistant gloves, hard hat and protective eyewear as a precaution (refer to SDS for full list of required PPE). Please note that your initial role is to simply secure the vehicle, keep unauthorized individuals away from the scene and deploy, if safe to do so, necessary initial spill containment controls to protect sensitive areas (storm drains, culverts, pervious surfaces). Remember you are not to attempt to remediate the release or to enter the cargo space of a waste hauling vehicle to identify the source of a suspected release. Take those steps that are necessary to secure the scene and initiate notification procedures and have all available shipping papers and related documents needed for first responders to safely determine a response plan.
4. Attempt to locate the source of the release and the extent of the contamination.
5. Determine the volume and rate of release (e.g. slow leak up to a catastrophic failure).
6. Identify which category the release falls into:
 - a. **Category 1:**
 - Minor release (e.g. faulty valve)
 - 0-5 gallons (0-23L)
 - includes those inconsequential incidental slops & drips of material characteristic to daily servicing of Safety Kleen clients and which can readily and safely be managed by the respective driver with no adverse effect or requirement to make notification to the regulatory agency.
 - b. **Category 2:**
 - Serious release (e.g. container failure)
 - 5-55gallons. (23 – 250L)
 - All Dangerous Goods Class 2,3,4,5, 6, 8 and 9.
 - Any release requiring an immediate notification to Agency, see section D “Notification Procedures”.
 - c. **Category 3:**
 - Major release (e.g. tank failure)
 - 55-8500 gallons (250 – 39,000L)



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

REMEMBER: The first priority of any emergency response is life & health. If you do not have adequate information or personnel protective equipment, do not approach the release. Do not enter the material/waste hauling portion of the vehicle under any circumstances. These areas may be defined as a "confined space" and require specific Health & Safety safeguards before entering the space.

C. Contain the Release

Category 1 – Minor

1. Undertake initial response actions to halt the release of the oil or other material and contain its spread using absorbent material, physical barriers, containment pail, etc. if it is safe to do so.
2. Look for storm drains, manhole covers and other vertical access points and dike off or dam to prevent material from entering these areas.
3. Take those actions to protect public health, safety and the environment that can be taken without compromising your safety or the safety of others.
4. Initiate notification procedures.

Category 2 - Serious

1. Undertake initial response actions to halt the release of the oil or other material and contain its spread using absorbent materials, physical barriers, containment device, etc.
2. Look for storm drains, manhole covers and other vertical access points and dike off or dam to prevent material from entering these areas.
3. Take those actions to protect public health, safety and the environment that can be taken without compromising your safety or the safety of others.
4. Initiate notification procedures.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Category 3 - Major

1. Look for storm drains, manhole covers and other vertical access points and dike off or dam to prevent material from entering these areas.
2. Take those actions to protect public health, safety and the environment that can be taken without compromising your safety or the safety of others.
3. Initiate notification procedures.

D. Notification Procedures

1. The driver is to immediately notify Clean Harbors Dispatcher at his/her home office and provide his/her name, address & phone number. If after hours, initial notification is to be made to the Clean Harbors 24-hour emergency response phone number. The driver is to provide the following information:
 - a. Exact location of release;
 - b. Identity of material being released;
 - c. Type of vehicle involved in release along with type of container (s). If a tank is involved, provide volume contained within the vessel;
 - d. Estimated amount of material released, flow rate & current weather conditions on scene;
 - e. Area material was released to (i.e. asphalt, soil, storm drain, etc.);
 - f. Name and address of shipper;
 - g. Shipping document and or manifest numbers.
 - h. Actions taken prior to notification.

Note: If required by the respective jurisdiction, the driver must make an immediate report to the applicable agency (i.e. In British Columbia report to Provincial Emergency Program, PEP, 1-800-663-3456).

2. Home Dispatcher is then to notify the Clean Harbors' Transportation Compliance Department who will then make appropriate notifications to local, state, provincial, and federal agencies (including National Emergency Response Center when applicable) listed in Appendix 1-3.
3. Home dispatcher will then dispatch necessary equipment and personnel from the closest Clean Harbors service center to the scene.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

3. Priority Phone Numbers

A. 24 HOUR EMERGENCY RESPONSE Numbers:

Clean Harbors 1-800-483-3718

or

Safety- Kleen 1-800-468-1760

B. Home Terminal Dispatcher:

C. If the driver is unable to contact his home dispatcher or the Clean Harbor's/Safety Kleen's 24-Hour emergency response phone number for any reason, he/she will be required to contact the following:

- Local fire and police - (911)
- Applicable state and provincial authorities (See Appendix 1 & 2 & 3).
- USA - National Emergency Response Center (If release exceeds the U.S. DOT reportable quantity. amount): 1-800-424-8802

The National Response Center & Director of the Office of Hazardous Materials Regulations, Materials Transportation Bureau, Department of Transportation, Washington DC must be notified via telephone as soon as practical but no later than 12 hours after an occurrence in which:

- A person is killed or requires hospitalization due to injuries.
- Carrier or property damages exceeds \$50,000
- Accident/spill involved radioactive materials or infections/etiological agents.
- The general public is evacuated for one hour or more.
- A major transportation artery or facility is closed for one hour or more.
- The operational flight plan or routine of an aircraft is altered.
- A release of a marine pollutant in excess of 119 gallons for a liquid or 882 pounds for a solid, Or
- A situation exists in which a continuing danger to life exists at the scene of the incident.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

National Emergency Response Center
1-800-424-8802

1-800-232-0124 (Center for Disease Control – to be called if infectious items are involved).

1-800-424-9300 CHEMTREC

- Canada – **CANUTEC** 1-613-996-6666
- Generator contact (From Manifest or Bill of Lading)

D. Responsible Company Official

The company officials listed in Appendix 5 will be responsible for insuring that all required notifications are made, all required reports are generated and submitted, appropriate emergency response resources are dispatched to the incident scene, appropriate health and safety measures are taken throughout the duration of any response activity and all media involvement is handled in accordance with established company protocols.

NOTE: Clean Harbors will utilize internal spill response teams positioned throughout North America based on proximity to an incident scene. In the event local coverage is not feasible, a 3rd party suitably trained and competent subcontractor (CERCA member in Canada) will be engaged to represent Clean Harbors to address and respond to an incident.

4. SCENARIO CLEAN-UP PROCEDURES

The transporter is responsible for the clean-up of a release that occurred during the course of transportation. Therefore, it is the responsibility of the driver to monitor the scene and take any necessary actions to isolate, contain and control the release and prevent its spread. The driver is required to be in attendance (i.e. on-duty not driving) of the motor vehicle until such time that company personnel arrive to conduct the clean-up operation. At this time, the motor carrier will make the determination as to the duty status of the driver.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

A. Actions

Once the emergency response crew arrives at the scene, the following actions will be taken if the release has stopped. If the release is ongoing, measures to transfer remaining product from the damaged or defective vessel to a receiving vessel will be conducted concurrent to the below actions. In the event of a fire resulting in a release, the extinguishing agent run-off will be treated as product contaminated.

1. Material that has been released to impervious surface (i.e. concrete or pavement) will be absorbed using a suitable absorbent such as speedy dry or diatomaceous earth. This material will then be containerized and sent to a fully licensed waste management facility for disposal.
2. Material that has reached any pervious surface such as soil will result in the remediation of the affected area to the extent that all contamination is removed. All material collected as a result of said remediation will be containerized and sent for disposal at a fully licensed waste management facility. In addition, analytical will be conducted by an approved lab (BTEX, PAH etc.) when necessary to determine that all contamination has been removed.
3. Material that has reached a water body such as a stream, river or lake will result in a remediation and mitigation of the affected area to facilitate the removal of all contamination possible through use of absorbents, booms, and physical/vacuum material recovery. All material collected as a result of said remediation will be containerized and sent for disposal at a fully licensed waste management facility. In addition, analytical will be conducted by an approved lab (BTEX, PAH etc) when necessary to determine that all contamination has been removed.
4. Prior to leaving any site, appropriate backfill will be used to replace any ground cover removed during the clean-up process.
5. Any damaged container involved in an incident will be placed into a suitable salvage drum and shipped to a fully licensed waste management facility for disposal.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

B. Equipment Requirements

Every Hazardous Waste Vehicle must have the following equipment readily available and in working condition. Vehicles not found to be in 100% compliance with this part will be placed out of service until such time that the required equipment is secured.

1. (Mandatory) Two pound (rated at 10 B:C or more) fire extinguisher mounted in the cab of the motor vehicle.
2. (Optional) Twenty pound (B:C or more) fire extinguisher mounted outside of the cab. Each fire extinguisher must be inspected for a valid inspection date and to insure that it is fully charged.
Note: Extinguishers cannot be mounted inside the cargo-carrying portion of the vehicle.
3. Working flashlight.
4. Absorbent material.
5. Small shovel & broom.
6. Spare fuses and circuit breakers (as appropriate).
7. Five (5) gallon empty bucket w/cover.
8. Six (6) mil polysheet
9. Mounted Spill Kit (where feasible)
10. First aid kit with 16-ounce eyewash.
11. A One gallon container of germicide [bleach solution] for those vehicles transporting medical waste.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

12. Personal Protective Equipment:
 - a. Chemical protective suit.
 - b. Chemical resistant gloves.
 - c. Inner surgical gloves.
 - d. Eye/face protection w/side shields.
 - e. Respirator with applicable cartridges (clean & bagged when not in use).
 - f. Extra respirator cartridges
 - g. Hard hat.
 - h. Disposable boots [i.e. "chicken boots"].
13. Working 2-way communication.
14. Set of 3 triangle reflectors (warning signals)
15. Chock block set.
16. Current copy of Clean Harbor's In-Transit Emergency Response Procedures. (This document)
17. Current DOT Emergency Response Guidebook (must be with the manifest at all times and within the reach of the driver while at the controls of the vehicle). (US/CAN)
18. Driver's Pocket Guide to Hazardous Materials. (US)
19. Federal Motor Carrier Safety Regulations. (US)
20. Applicable hazardous waste manifest or shipping document.

NOTE: Drivers & Dispatchers: Please be aware that it is your responsibility to ensure that the items on this list are available and in working order before each trip. If any item is missing, do not begin the trip until required equipment is secured.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

5. FOLLOW-UP PROCEDURES

A. Decontamination

Decontamination of all contaminated vehicles, equipment and clothing will be conducted prior to departure from a spill site. Decontamination of a truck or trailer will be conducted by removing all visible liquid or solid contamination. In addition, a suitable decontamination solution will be used to prepare the vehicle for transport to a suitable facility for further decontamination if necessary. The primary goal of the on-site decontamination is to prevent additional material being released to the environment. Equipment used in the clean-up process will be decontaminated using a suitable decontamination solution.

All rinse-ate used in the process will be containerized and sent for disposal at a fully licensed waste management facility.

All contaminated clothing will be containerized and managed in the same manner as the rinse-ate collected from the decontamination of the vehicle and equipment involved in the clean-up procedure.

B. Written Notification

Canada Notification

If an immediate report was required to be made for an accidental release, a dangerous goods accident, or a dangerous goods incident, a follow-up report must be made as prescribed by TDG Regulations Part VIII, and sent to the Director General within 30 days after the occurrence.

USA Notification

Within 30 days of a discharge of a hazardous waste, a written report will be completed on the form prescribed by the U.S. DOT (DOT 5800.1 spill report) and sent to the Information Systems Manager, Office of Hazardous Materials Transportation, Research and Special Programs Administration, U.S. Department of Transportation, Washington, DC 20590. In addition, a copy of this report will be forwarded to the applicable state agency within each states specified time frame as noted in Appendix 1.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

6. DOT/TDGA EMERGENCY RESPONSE GUIDEBOOK

A. Purpose of Guidebook

The current Emergency Response Guidebook is to be used to obtain initial response information (i.e. spill containment, personal protective equipment, first aid, evacuation information) while waiting for emergency response crew to arrive on scene. Federal Regulations require that each driver have this reference document available in the event of a release.

B. Four (4) Sections of the Guidebook

There are 4 Sections of the Guidebook:

Yellow

Reference Chemical
By UN/NA Number

Blue

Reference Chemical by Chemical

Orange

Response Information

Green

Evacuation Distances



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

APPENDIX 1: STATE & FEDERAL EMERGENCY RESPONSE PHONE NUMBERS

NATIONAL EMERGENCY RESPONSE CENTER:		1-800-424-8802 1-202-267-2675
CHEMTREC:		1-800-424-9300
Alabama:	Alabama Department of Environmental Management, Emergency Response Center	1-800-643-0699 (After Hrs) 1-334-271-7700
Alaska:	Dept. of Environmental Conservation Central Northern Southeastern	1-800-478-9300 (After Hrs.) 1-907-269-3063 (Bus. Hrs) 1-907-451-2121 (Bus. Hrs) 1-907-465-5340 (Bus. Hrs)
Arizona:	Department of Environmental Quality Emergency Response	1-602-771-2330 1-800-234-5677
Arkansas:	Department of Emergency Management	1-800-322-4012
California:	State Office of Emergency Services	1-800-852-7550 (In CA) 1-916-845-8911
Colorado:	Department of Public Health and Environment, Emergency Spill Reporting	1-877-518-5608
Connecticut:	Dept. of Environmental Protection	1-860-424-3338
Delaware:	Dept. of natural Resources & Environmental Control	1-302-739-5072 (24 Hr.) 1-800-662-8802 (In-State)
District of Columbia:	Emergency Management Office	1-202-727-6161
Florida:	Florida State Warning Point	1-800-320-0519 1-850-413-9911
Georgia:	Dept. of Natural Resources	1-800-241-4113
Hawaii:	Local Police	911
Idaho:	State Communications Board.	1-800-632-8000
Illinois:	Emergency management Agency	1-800-782-7860 1-217-782-7860 (24 Hr.)
Indiana:	Office of Emergency Response	1-800-451-6027 (In-State) 1-888-233-7745
Iowa:	Dep. Of Natural Resources Emergency Response	1-515-281-8694
Kansas:	Dept. of Health and Environment HazMat Response	1-785-296-1679 1-800-905-7521 1-800-275-0297 1-785-296-8013
Kentucky:	Dept. of Natural Resources Environmental	1-502-564-2380 (24 Hr)



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Louisiana:	Response Team	1-800-928-2380
	HazMat Line	1-225-925-6595
		1-225-925-7500
	LA Homeland Security & Emergency	1-800-256-7036 (24 Hr.)
	Planning Department	
Maine:	Department of Environmental Protection	1-800-452-4664 (In-State)
		1-207-624-7000
		1-800-482-0777 (In-State)
Maryland	Department of the Environment	1-866-633-4686
Massachusetts:	Dept. of Environmental Protection	1-888-304-1133
Michigan:	Dept. of Environmental Quality	1-800-292-4706 (In-State)
		1-517-373-7660
Minnesota:	Minnesota Pollution Control Agency	1-800-422-0798
	Emergency Response Team	1-651-649-5451
Mississippi:	Department of Environmental Quality,	1-601-352-9100
	Emergency Management Agency	1-800-222-6362
Missouri:	Dept. of Natural Resources	1-573-634-2436
Montana:	Emergency & Disaster Service	1-406-444-0379
Nebraska:	Dept. of Environmental Quality	1-402-471-2186 (Bus. Hrs)
	State Highway	1-402-471-4545 (After Hrs)
Nevada:	Dept. of Environmental Protection	1-888-331-6337 (In State)
		1-702-687-4240 (Bus. Hrs)
New Hampshire:	Dept. of Environmental Services	
	HazMat	1-603-271-3899 (Bus. Hrs)
	Oil (Petroleum)	1-603-271-3644 (Bus. Hrs)
	State Police (Off-Hours)	1-800-346-4009 (In State)
		1-603-223-4381 (Out of State)
New Jersey:	Dept. of Environmental Protection	1-877-927-6337
New Mexico:	Department of Environment	1-505-827-9329
New York:	Dept. of Environmental Conservation	1-800-457-7362 (in State)
		1-518-457-7362 (Out State)
North Carolina:	Division of Env. Management	1-800-662-7956
		1-800-858-0368 (24 Hrs.)
North Dakota:	Emergency Management Agency	1-800-472-2121
Ohio:	Environmental Protection Agency	1-800-282-9378
Oklahoma:	Hazardous Materials Emergency Response	1-800-522-0206
Oregon:	Emergency Response Team	1-800-452-0311



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Pennsylvania:	Dept of Env. Protection	
	Southeast	1-484-250-5900
	Northeast	1-570-826-2511
	Southcentral	1-717-705-4741
		1-877-333-1904 (After Hours)
	Northcentral	1-570-327-3636
	Southwest	1-412-442-4000
	Northwest	1-814-332-6945
		1-800-373-3398 (After Hours)
Puerto Rico:	Environmental Quality Board	1-787-766-2823
	Civil Defense	1-787-724-0124
Rhode Island:	Office of Compliance and Inspection	1-401-222-1360 (Bus. Hrs.)
	The Environmental Police	1-401-222-3070 (Off Hrs.)
South Carolina:	Dept. of Health & Environmental Control	1-888-481-0125
		1-803-253-6488 (24 Hr.)
South Dakota:	Dept. of Env. & Natural Resources	1-605-773-3231 (24 Hr.)
	State Radio Communications	1-605-773-3296 (Bus. Hrs.)
Tennessee:	Emergency Management Agency	1-800-262-3300
Texas:	Commission on Env. Quality	1-800-832-8224
Utah:	Dept. of Environmental Quality	1-801-536-4123
Vermont:	Agency of Natural Resources	1-800-641-5005 (24 Hr.)
		1-802-241-3888 (Bus. Hrs.)
Virginia:	Dept. of Emergency Services	1-804-897-6510 (Bus. Hrs.)
		1-804-674-2400 (Off Hrs)
Washington:	Dept. of Ecology	1-800-258-5990 (Main #)
		1-800-OIL-S911 (645-7911)
West Virginia:	Department of Homeland Sec. Division of Emergency Management Services	1-304-558-5380
Wisconsin:	Dept. of Natural Resources	1-800-943-0003
Wyoming:	Dept. of Environmental Quality	1-307-777-7781



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

APPENDIX 2: LOUISIANA REPORTING REQUIREMENTS

TRANSPORTATION RELEASE AND INCIDENT REPORTING CRITERIA RS 32:1510. REPORTING OF INCIDENTS, ACCIDENTS, AND CLEANUPS

- A. Each person involved in an incident, accident, or the cleanup of an incident or accident during the transportation, loading, unloading, or related storage in any place of a hazardous material subject to this Chapter shall report immediately by telephone to the department if that incident, accident, or cleanup of an incident or accident involves:
- (1) A fatality due to fire, explosion, or exposure to any hazardous material.
 - (2) The hospitalization of any person due to fire, explosion, or exposure to any hazardous material.
 - (3)(a) A continuing danger to life, health, or property at the place of the incident or accident under any of the following circumstances:
 - (i) The incident or accident results in the release of a hazardous material, as defined in Title 49 of the Code of Federal Regulations.
 - (ii) As a result of the incident or accident, a bulk package of a regulated hazardous material as defined in Title 49 of the Code of Federal Regulations, comes to rest at an angle forty-five degrees or more from the upright position.
 - (iii) It is deemed necessary to transfer a hazardous material, as defined in Title 49 of the Code of Federal Regulations, from one bulk package to another bulk package on a public highway or within 500 feet of an inhabited building.
 - (b) Vehicles suffering mechanical failures completely unrelated to the transportation container or the material contained therein, shall not be required to notify under this Paragraph.
 - (4) An estimated property damage of more than ten thousand dollars.
- E. (1) Notwithstanding any other provision of law to the contrary, the provisions of this Section shall not apply to any incidents, accidents, or cleanup of incidents or accidents that occur within a facility that is subject to the release reporting requirements of R.S. 30:2373(B) and is engaged in activities defined or classified under one or more of the following subsectors, industry groups, or industries of the 1997 North American Industry Classification System (NAICS):
- (a) 211 (oil and gas extraction)



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

- (b) 22111 (electric power generation)
- (c) 3221 (pulp, paper, and paperboard mills)
- (d) 324 (petroleum and coal products manufacturing)
- (e) 325 (chemical manufacturing)f) 326 (plastics and rubber products manufacturing)
- (g) 331 (primary metal manufacturing)
- (h) 4953 (refuse systems)
- (i) 4212 (local trucking without storage)
- (j) 4789 (trucking without storage)

(2) Notwithstanding the provisions of Paragraph 1 of this Subsection, this Section shall apply to any carrier involved in any incident, accident, or cleanup of an incident or accident which occurs outside the perimeter of any facility exempted from this Section pursuant to Paragraph 1 of this Subsection.

Any emergency or release notification made to the Hazardous Materials Hotline must be received no later than one hour after the occurrence, depending on the exigency of the circumstances. This is a guideline which places the burden of immediate notification on the responsible party ensuring that timely notification to Local and State government occurs. The purpose of this immediate notification is to ensure the public safety.

LEPC Emergency Release Notification Information

Updated as of April 09, 2009

Parish	Day Contact			Night Contact		
	Agency	Phone	Agency	Phone		
1	Acadia	911 Dispatch	337-788-8772	911 Dispatch		337-788-8772
2	Allen	Oakdale Fire Dept	318-335-1155	Oakdale Fire Dept		318-335-2820
3	Ascension	Office of Emergency Preparedness	225-621-8360	Sheriff's Office		225-621-8300
4	Assumption	Sheriff's Office	985-369-2912	Sheriff's Office		985-369-2912
5	Avoyelles	Sheriff's Office	318-253-4000	Sheriff's Office		318-253-4000
6	Beauregard	Sheriff's Office	337-463-3281	Sheriff's Office		337-463-3281
7	Bienville	Sheriff's Office	318-263-2215	Sheriff's Office		318-263-2302
8	Bossier	Fire Department	318-741-8711	LEPC		318-425-5351
9	Caddo	Shreveport Fire Dept	318-675-2137	Office of Homeland Security & Emergency Preparedness		318-425-5351
10	Calcasieu	Office of Homeland Security & Emergency Preparedness	337-439-9911	911 Dispatch		337-439-9911
11	Caldwell	Sheriff's Office	318-649-2345	Sheriff's Office		318-649-2345
12	Cameron	Office of Emergency Preparedness	337-775-5111	Sheriff's Office		337-775-5111



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

13	Catahoula	Sheriff's Office	318-744-5411	Sheriff's Office	318-744-5411
14	Claiborne	Sheriff's Office	318-927-2011	Sheriff's Office	318-927-2011
15	Concordia	Police Jury	318-336-7151	Sheriff's Office	318-757-3162
16	De Soto	Sheriff's Office	318-872-3956	Sheriff's Office	318-872-3956
17	E Baton Rouge	FD Communications	225-389-2050	FD Communications	225-389-2050
18	E Carroll	Sheriff's Office	318-559-2800	Sheriff's Office	318-559-9911
19	E Feliciana	Sheriff's Office	225-683-5459	Sheriff's Office	225-683-5459
20	Evangeline	Sheriff's Office	337-363-2161	911 Dispatch	337-363-3345
21	Franklin	Office of Homeland Security & Emergency Preparedness	318-435-6247	Sheriff's Office	318-435-4505
22	Grant	Office of Homeland Security & Emergency Preparedness	318-627-3041	Sheriff's Office	318-627-3261
23	Iberia	Sheriff's Office	337-369-3711	Sheriff's Office	337-369-3711
24	Iberville	911 Dispatch	225-687-5140	Sheriff's Office	225-687-5140
25	Jackson	Sheriff's Office	318-259-9021	Sheriff's Office	318-259-9021
26	Jefferson	Office of Homeland Security & Emergency Preparedness	504-736-6211	Office of Homeland Security & Emergency Preparedness	504-736-6211
27	Jeff Davis	Jennings Fire Dept	337-821-5508	Sheriff's Office	337-821-2100
28	Lafayette	Office of Homeland Security & Emergency Preparedness	337-291-5075	Office of Homeland Security & Emergency Preparedness	337-291-5075
29	Lafourche	Office of Homeland Security & Emergency Preparedness	985-446-8427	Parish Government	985-446-8427
30	La Salle	Sheriff's Office	318-992-2151	Sheriff's Office	318-992-2151
31	Lincoln	Sheriff's Office	318-251-5111	Sheriff's Office	318-251-5111
32	Livingston	Office of Emergency Preparedness	225-686-3066	Sheriff's Office	225-686-2241
33	Madison	Office of Homeland Security & Emergency Preparedness	318-574-6911	Sheriff's Office	318-341-1697
34	Morehouse	Sheriff's Office	318-874-3907	Sheriff's Office	318-281-4141
35	Natchitoches	Sheriff's Office	318-352-6432	Sheriff's Office	318-352-6432
36	Orleans	Office of Homeland Security & Emergency Preparedness	504-658-8700	Office of Homeland Security & Emergency Preparedness	504-658-8725
37	Ouachita	Fire Department	318-343-1122	Fire Department	318-343-1122
38	Plaquemines	911 Dispatch	504-394-3541	Belle Chasse Fire Dept	504-394-3541
39	Pointe Coupee	Sheriff's Office	225-694-3737	Sheriff's Office	225-694-3737



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

40	Rapides	Office of Homeland Security & Emergency Preparedness	318-445-1418	911 Dispatch	318-445-1418
41	Red River	Sheriff's Office	318-932-5753	Sheriff's Office	318-932-4221
42	Richland	Sheriff's Office	318-728-2071	Sheriff's Office	318-728-2071
43	Sabine	Sheriff's Office	318-256-9241	Sheriff's Office	318-256-9241
44	St Bernard	Fire Department	504-278-4275	Fire Dispatch	504-279-1200
45	St Charles	Emergency Ops	985-783-5050	Emergency Ops	985-783-5050
46	St Helena	Sheriff's Office	225-222-4413	Office of Emergency Preparedness	985-517-3346
47	St James	Sheriff's Office	225-562-2200	Emergency Operator	225-562-2364
48	St John	Office of Homeland Security & Emergency Preparedness	985-652-2222	911 Dispatch	985-652-6338
49	St Landry	Office of Homeland Security & Emergency Preparedness	337-948-7177	Sheriff's Office	337-948-6516
50	St Martin	Sheriff's Office	337-394-2800	Sheriff's Office	337-394-2800
51	St Mary	Sheriff's Office	337-828-1960	Sheriff's Office	337-828-1960
52	St Tammany	LEPC	985-624-3120	Unified Dispatch	985-898-2338
53	Tangipahoa	911 Dispatch	985-748-8977	911 Dispatch	985-748-8959
54	Tensas	Sheriff's Office	318-766-3961	Sheriff's Office	318-766-3961
55	Terrebonne	Houma Police Dept	985-879-3568	Office of Emergency Preparedness	985-580-0911
56	Union	Sheriff's Office	318-368-3124	Sheriff's Office	318-368-3124
57	Vermilion	OHSEP	337-898-4308	OHSEP / 911	337-898-4308
58	Vernon	Sheriff's Office	337-238-1311	Sheriff's Office	337-238-1311
59	Washington	Office of Homeland Security & Emergency Preparedness	985-732-5200	Fire Department	985-732-5200
60	Webster	Sheriff's Office	318-377-1515	Sheriff's Office	318-377-1515
61	W B Rouge	Sheriff's Office	225-346-1577	Sheriff's Office	225-490-8599
62	W Carroll	Office of Homeland Security & Emergency Preparedness	318-428-8020	Sheriff's Office	318-428-2331
63	W Feliciana	Fire District # 1	225-635-4312	911 Dispatch	225-784-3136
64	Winn	Fire District # 3	318-628-1230	Sheriff's Office	318-628-4611



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Appendix 3: EMERGENCY REPORTING - CANADA

1. Emergency Report - Initial

In the event of a Release or Anticipated Release of Dangerous Goods that do or may exceed quantities from table below, immediately make an **EMERGENCY REPORT** to any local authority that is responsible for responding to emergencies at the geographic location including **police or fire department**, and also the authorities shown below:

Table

Class	Packing Group or Category	Quantity
1	II	Any quantity
2	Not applicable	Any quantity
3, 4, 5, 6.1 or 8	I or II	Any quantity
3, 4, 5, 6.1 or 8	III	30 L or 30 kg
6.2	A or B	Any quantity
7	Not applicable	A level of ionizing radiation greater than the level established in section 39 of the "Packaging and Transport of Nuclear Substances Regulations, 2015"
9	II or III, or without packing group	30 L or 30 kg

2. **Emergency Report** – immediate additional report if the release or anticipated release resulted in,
- The death of a person;
 - A person sustaining injuries that required immediate medical treatment by a health care provider;
 - An evacuation of people or their shelter in place; or
 - The closure of
 - A facility used in the loading and unloading of dangerous goods, or
 - A road, a main railway line or a main waterway.
 - A means of containment has been damaged to the extent that its integrity is compromised; or
 - The centre sill or stub sill of a tank car is broken or there is a crack in the metal equal to or greater than 15cm (6 in.).



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Immediate additional report to:

- CANUTEC, at 1-888-CANUTEC (1-888-226-8832) or 613-996-6666;
- The consignor or the dangerous goods;

3. Security Reports – Immediate report to Canutec at 1-888-CANUTEC (1-888-226-8832) or 613-996-6666 in event of Loss or Theft or Unlawful interference of dangerous goods listed in section 8.16 of TDG regulations.

Canadian Environmental and Transport Emergencies Notification		
Province	Office	Telephone Numbers
Newfoundland and Labrador	Newfoundland and Labrador Regional Office Canadian Coast Guard	709-772-2083 or 1-800-563-9089*
Prince Edward Island	Maritimes Regional Office Canadian Coast Guard	902-426-6030 or 1-800-565-1633*
Nova Scotia	Maritimes Regional Office Canadian Coast Guard	902-426-6030 or 1-800-565-1633*
New Brunswick	Maritimes Regional Office Canadian Coast Guard	902-426-6030 or 1-800-565-1633*
Quebec	Environmental Protection Operations Directorate- Quebec Environment Canada	514-283-2333 or 1-866-283-2333*
Ontario	Spills Action Centre Ontario Ministry of the Environment	416-325-3000 or 1-800-268-6060*
Manitoba	Manitoba Department of Conservation	204-944-4888
Saskatchewan	Saskatchewan Ministry of Environment	1-800-667-7525
Alberta	Alberta Ministry of Environment Transport Dangerous Goods (Immediate notification by Driver)	780-422-4505 or 1-800-222-6514* 1-800-272-9600
Northwest Territories	Department of Environment and Natural Resources Government of the Northwest Territories	867-920-8130
Nunavut	Department of Environment and Natural Resources Government of the Northwest Territories	867-920-8130
British Columbia	British Columbia Provincial Emergency Program Ministry of Public Safety and Solicitor General (Immediate Report by Driver) International Marine Oil Spill Reporting on the Pacific West Coast (for California, Oregon, Washington, and British Columbia)	1-800-663-3456 1-800-645-7911
Yukon	Yukon Department of Environment	867-667-7244

* Telephone number accessible only within the respective province. **Note:** In some jurisdictions Dangerous Goods Incidents and Environmental Incidents must be reported to separate phone numbers. Transportation and Environmental Compliance Staff can assist. Ensure that all notifications are promptly made.



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Appendix 4: BRITISH COLUMBIA – SPILL REPORTING QUANTITIES

Item	Column 1 Substance spilled	Column 2 Specified amount
1	Class 1, Explosives as defined in section 2.9 of the Federal Regulations	Any quantity that could pose a danger to public safety or 50 kg
2	Class 2.1, Flammable Gases, other than natural gas, as defined in section 2.14 (a) of the Federal Regulations	10 kg
3	Class 2.2 Non-Flammable and Non-Toxic Gases as defined in section 2.14 (b) of the Federal Regulations	10 kg
4	Class 2.3, Toxic Gases as defined in section 2.14 (c) of the Federal Regulations	5 kg
5	Class 3, Flammable Liquids as defined in section 2.18 of the Federal Regulations	100 L
6	Class 4, Flammable Solids as defined in section 2.20 of the Federal Regulations	25 kg
7	Class 5.1, Oxidizing Substances as defined in section 2.24 (a) of the Federal Regulations	50 kg or 50 L
8	Class 5.2, Organic Peroxides as defined in section 2.24 (b) of the Federal Regulations	1 kg or 1 L
9	Class 6.1, Toxic Substances as defined in section 2.27 (a) of the Federal Regulations	5 kg or 5 L



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

10	Class 6.2, Infectious Substances as defined in section 2.27 (b) of the Federal Regulations	1 kg or 1 L, or less if the waste poses a danger to public safety or the environment
11	Class 7, Radioactive Materials as defined in section 2.37 of the Federal Regulations	Any quantity that could pose a danger to public safety and an emission level greater than the emission level established in section 20 of the "Packaging and Transport of Nuclear Substances Regulations"
12	Class 8, Corrosives as defined in section 2.40 of the Federal Regulations	5 kg or 5 L
13	Class 9, Miscellaneous Products, Substances or Organisms as defined in section 2.43 of the Federal Regulations	25 kg or 25 L
14	waste containing dioxin as defined in section 1 of the Hazardous Waste Regulation	1 kg or 1 L, or less if the waste poses a danger to public safety or the environment
15	leachable toxic waste as defined in section 1 of the Hazardous Waste Regulation	25 kg or 25 L
16	waste containing polycyclic aromatic hydrocarbons as defined in section 1 of the hazardous Waste Regulation	5 kg or 5 L
17	waste asbestos as defined in section 1 of the Hazardous Waste Regulation	50 kg
18	waste oil as defined in section 1 of the Hazardous Waste Regulation	100 L
19	waste containing a pest control product as defined in section 1 of the Hazardous Waste Regulation	5 kg or 5 L



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

20	PCB Wastes as defined in section 1 of the Hazardous Waste Regulation	25 kg or 25 L
21	waste containing tetrachloroethylene as defined in section 1 of the Hazardous Waste Regulation	50 kg or 50 L
22	biomedical waste as defined in section 1 of the Hazardous Waste Regulation	1 kg or 1 L, or less if the waste poses a danger to public safety or the environment
23	A hazardous waste as defined in section 1 of the Hazardous Waste Regulation and not covered under items 1 – 22	25 kg or 25 L
24	A substance, not covered by items 1 to 23, that can cause pollution	200 kg or 200 L
25	Natural gas	10 kg, if there is a breakage in a pipeline or fitting operated above 100 psi that results in a sudden and uncontrolled release of natural gas



**IN-TRANSIT EMERGENCY RESPONSE PROCEDURES
(USA and Canada)**

Appendix 5

**CLEAN HARBORS
TRANSPORTATION COMPLIANCE DEPARTMENT
INCIDENT/ACCIDENT REPORTING**

**24 Hour Emergency Response #
1-800-483-3718**

Company policy requires that a representative of the Transportation Compliance Department be contacted by phone when a company employee is involved in an accident on either public or private property or when there is a release of any material from a company vehicle in transit. In-transit includes loading, unloading, temporary storage and while being transported. In-transit does not include those times when the transporter is not present and a vehicle is being loaded and/or unloaded by the facility either accepting a shipment or preparing a shipment for transportation. In this scenario – the reporting is the responsibility of the facility not the transporter.

The expectation is for the responsible party to contact the Transportation Compliance Specialist assigned to the region where the accident/incident occurred. If the primary contact is unavailable, contact the 24 hour Emergency Response operator at the number identified above and you will be placed into contact with an alternate Transportation Compliance Specialist.

TRANSPORTATION COMPLIANCE

Mark Reynolds – Transportation Compliance Specialist - Canada
403-341-4930 (office)
587-877-0102 (cell)
PROVINCES: **Alberta, British Columbia, Saskatchewan,**

Kevin Oberg- Transportation Compliance Specialist - Canada
403-237-6437 (office)
403-988-5443 (cell)
PROVINCES: **Alberta, British Columbia**

Jill Gibb - Transportation Compliance Specialist - Canada
905-315-5610 (Office)
289-230-1030 (Cell) PROVINCES: **Manitoba, Ontario, Quebec, New Brunswick,
Newfoundland/Labrador, Prince Edward Island, Nova Scotia.**



IN-TRANSIT EMERGENCY RESPONSE PROCEDURES (USA and Canada)

Dawn Hubbard - Transportation Compliance Specialist- USA
760-248-6929 (Office)
760-497-3808 (Cell)
STATES: **Alaska, Arizona, California, Hawaii, Nevada, Oregon**

Alphonse Joseph – Transportation Compliance Specialist-USA
225-400-7511 (Cell)
STATES: **Arkansas, Louisiana, Texas.**

Mike Perry – Transportation Compliance Specialist - USA
1-315-800-7907 (Cell)
STATES: **Alabama, Florida, Delaware, Georgia, Maryland, North Carolina, Puerto Rico, South Carolina, Virginia, West Virginia. Mississippi, Tennessee.**

Jay Sisley - Transportation Compliance Specialist - USA
330-474-6017 (Office)
330-298-8548 (Cell)
STATES: **Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont.**

Karli Smith - Transportation Compliance Specialist- USA
385-219-8732 (Cell)
STATES: **Colorado, Idaho, Kansas, Montana, New Mexico, Nebraska, North Dakota, Oklahoma, South Dakota, Washington, Wyoming, Utah.**

Dave Tarvin - Transportation Compliance Specialist- USA
618-293-1885 (Office)
618-791-9705 (Cell)
STATES: **Iowa, Illinois, Indiana, Michigan, Minnesota, Missouri, Ohio, Wisconsin,**

Aaron Kelley –Director, Transportation Compliance
781-792-5762 (office)
702-379-3675 (cell)

Paul Thompson – Vice President, Transportation Compliance
905-315-5602 (office)
905-638-4746 (cell)

Tony Cellucci – Senior Vice President, Transportation Compliance
781-792-5760 (office)
781-858-4205 (cell)



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
TRANSPORTATION SERVICE LICENSE**

License Number: 14741

TRANSPORTATION SERVICE LICENSE

Solid Waste Transporter - Solid Waste Only

Truck Count: 135

Licensee Name: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Effective Date: October 01, 2019

Expiration Date: September 30, 2020

Facility Information

FID: 999774050

CLEAN HARBORS ENVIRONMENTAL SERVICES INC

42 Longwater Dr

Norwell MA 02061-1612

DNR Region: SE

This license authorizes the licensee to operate the transportation service described above during the term specified, and is subject to and conditioned upon compliance with the provisions of chapter 287, and 289, Wis. Stats., and chapters NR 500-590, Wis. Adm. Code. Any exemptions from the requirements of chapters NR 500-590, Wis. Adm. Code, issued for this service are listed above.



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
INFECTIOUS WASTE TRANSPORTATION LICENSE**

License Number: 15167

INFECTIOUS WASTE TRANSPORTATION LICENSE

Infectious Waste Transporter

Truck Count: 61

Licensee Name: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Effective Date: October 01, 2019

Expiration Date: September 30, 2020

Facility Information

FID: 999774050

CLEAN HARBORS ENVIRONMENTAL SERVICES INC

42 Longwater Dr

Norwell MA 02061-1612

DNR Region: SE

This license authorizes the licensee to operate the transportation service described above during the term specified, and is subject to and conditioned upon compliance with the provisions of chapter 287, and 299, Wis. Stats., chapters NR 500-590, Wis. Adm. Code. Any exemptions from the requirements of chapters NR 500-590, Wis. Adm. Code, issued for this service are listed above.



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
HAZARDOUS WASTE TRANSPORT SERVICE LICENSE**

License Number: 12102

HAZARDOUS WASTE TRANSPORT SERVICE LICENSE

Hazardous Waste Transporter - Hazardous Waste - PCB

Truck Count: 1

Licensee Name: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Effective Date: October 01, 2019

Expiration Date: September 30, 2020

Facility Information

FID: 999774050

EPA ID: MAD039322250

CLEAN HARBORS ENVIRONMENTAL SERVICES INC

42 Longwater Dr

Norwell MA 02061-1612

DNR Region: SE

This license authorizes the licensee to operate the transport service described above during the term hereof except as modified by the Department. This license is subject to and conditioned on compliance with the provisions of chapters 291 and 292, Wis. Stats., all applicable hazardous waste requirements of chapters NR 660 to 679, Wis. Adm. Code, and the equipment operator qualifications in the U.S. Department of Transportation regulations in 49 CFR 177.816.

The Department may modify or revoke the license during its term, or its issuance or renewal may be denied for grievous and continuous failure of the licensee or equipment operator to comply with the provisions of chapters 291 and 292, Wis. Stats., or the applicable requirements of chapters NR 113, 204 or 660 to 679. This license does not convey any property rights of any sort, or any exclusive privileges. This license does not authorize entry or trespass upon the property of any person.



TRANSFER FACILITY COMPLIANCE MANUAL

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INTRODUCTION

This compliance and training handbook is intended to summarize important information regarding the transfer of hazardous and non-hazardous waste from one transport vehicle to another when the transfer is not occurring at the destination facility designated on the shipping papers. These locations are commonly referred to as Truck-To-Truck (TTT) locations.

These rules govern the management of containers when they are:

1. Transferred from one vehicle to another (non-bulk or intermediate bulk containers); and/or
2. Temporarily stored (drums and bulk) at a Clean Harbor's Service Center or a Facility.

"In-transit" refers to materials that are physically between the site of generation and the designated receiving facility.

Unless a TTT location is operated in accordance with an approved state permit, each Clean Harbor's location that conducts TTT transfers or temporary storage must comply with the following standard operation procedures. These TTT transfer guidelines are intended to ensure that each Clean Harbor's locations that conducts these activities is maintained in compliance with specific state, local, and federal regulations governing transportation and storage of hazardous, solid, and universal waste.

STANDARD OPERATING PROCEDURES

1.1 Transfer Coordinator:

Each authorized Clean Harbor's TTT location must designate one individual (TTT Coordinator) to be responsible for overseeing the transfer operation and ensuring that all activities are conducted safely, compliantly, and in accordance with these rules.

Each location's management must designate at least one individual to act as an Alternate who will be delegated the TTT coordinator's responsibility when the primary coordinator is not available to oversee the transfer operation.

At no time shall an outside "non-Clean Harbor's" transporter be allowed to deliver or pick-up a shipment at an in-transit location without the TTT coordinator or his/her alternate in attendance.

It is each region's General Manager's responsibility to ensure that each TTT location operates in compliance with all applicable policies, laws, and regulations.

1.2 Coordinator Training Requirements:

The coordinators and personnel responsible for TTT operations must receive appropriate training prior to conducting any activities discussed in the manual. The training must include both the applicable regulatory training and function specific training. At the minimum each individual must receive training covering the following subjects:

1. DOT Hazmat Employee training including but not limited to: general hazmat awareness, manifesting, labeling, marking, placarding, load segregation and securement, container closure and inspection.
2. Transportation security plan training.
3. In-transit spill and emergency response contingency plan review.

1.3 Storage Time:

The maximum time that a shipment of hazardous waste may be stored on-site for is 10 days. Other solid wastes may be stored longer than 10 days if outbound capacity dictates, but onsite storage time will not exceed 15 days.

Note that these storage time limits apply to the dates containers of waste were delivered to the facility. In addition, unless indicated otherwise, all time frames are in calendar days, not business days. The date the material is delivered to a location is day one.

1.4 Shipping Papers:

Location/Placement: Original or a photocopy of Hazardous Waste Manifests and/or Bills-of-Lading must be maintained in an accessible area. The shipping papers must be readily and safely accessible to the response personnel in case of emergency.

The TTT coordinators are responsible to ensure that all shipping papers are signed and dated in the appropriate location prior to any load leaving each site.

Continuation Sheets: If more than two continuing transporters participate in a shipment of manifested material, the TTT coordinator or his/her alternate is responsible for completing a continuation sheets for each manifest and ensuring that all required information and signatures are present on each shipping document.

Use of Special Permits: Whenever special permit is utilized for a shipment of hazardous materials, all terms and provisions of the special permit must be followed. It is the coordinators responsibility to apply the appropriate special permits when consolidation of separate shipments onto the same motor vehicles creates a situation where due to segregation or other requirements the shipment would not be otherwise possible. In addition, when applicable, a valid copy of all special permits must be enclosed with each shipment.

1.5 Container Management:

All containers delivered to a TTT location must be in full compliance with all applicable EPA and DOT rules and regulations. The containers must be properly Packaged, Marked, Labeled, and Segregated. Additionally, the containers must be in acceptable shipping condition, not bulging, leaking, deteriorated, grossly contaminated, or severely rusted. It is left at the discretion of the transfer coordinator to overpack the containers as seen fit. The coordinators are to inspect all incoming containers to ensure complete compliance. If any markings or labels are damaged during the transfer operation, they are to be appropriately replaced.

1. **Packaging** – Hazardous material containers must be stored and transported in packages that meet the performance based requirements specified by the U.S. Department of Transportation for the specific material being transported as specified in Column 8 of the shipping table in 49 CFR §172.101.
2. **Marking** – All containers must be marked with the appropriate DOT shipping name and all other marking requirements of U.S. DOT 49 CFR §172.300 and U.S. EPA 40 CFR §262.32. And any applicable special permits or approvals.
3. **Labeling** – All containers must display the appropriate DOT Hazard Class label(s) specified for each type of material. This includes any subsidiary class label(s) when required.
4. **Segregation** - Containers of hazardous materials must be segregated based on chemical compatibility and in accordance with DOT segregation table for hazardous materials 49 CFR §177.848 (see Chapter 3).

5. **Placarding** – When containers of hazardous material are stored in the vehicles or staged trailers, the outside of the vehicle or a trailer must be placarded accordingly. All rules that apply to hazardous materials in transit, apply to materials stored incidental to transportation.

In addition to the above requirements, the following container management rules apply.

1. Do not unpack closed containers, mix or pump material from one container or transport vehicle into another.
2. Do not open any containers or bulk transport vehicles for any reason, including sampling, transfer, treatment, or addition of absorbent.
3. Do not open, handle, or store containers or transport vehicles in a manner which may rupture the container or transport vehicle and cause it to leak.

1.6 Transport Unit and Carrier Management:

Prior to transloading a shipment, coordinators must ensure that the transport unit that is being loaded is in acceptable condition. This includes but not limited to the following:

1. The integrity of the vehicle floors and walls is not compromised.
 - a. No missing floor boards
 - b. No sharp or protruding defects
 - c. No large tears, gaps or holes on the walls and floors
2. Transport units are clean and free of any previous spill residues or vapors.
3. Transport unit is capable of being locked and secured

Only properly permitted and Clean Harbors' authorized transporters must be used. Clean Harbors National Transportation ensures that the transport unit and the transporter is in a possession of all applicable valid licenses and permits.

1.7 Security:

Each transfer facility security measures must be in accordance with Clean Harbor's transportation security plan as well as all state and local requirements. Box trucks and van trailers must be closed and locked when not in use, unless in a secure area. Gates must be secured and locked at all locations equipped with a fence. Unauthorized access to the vehicles and storage areas must be prevented. Vehicle keys must be stored in a secure location with limited access. Unless required by permits, keys may not be left inside any vehicle regardless if it is parked in a secure area or not.

1.8 Safety and Compliance:

All company Health and Safety policies and procedures must be followed at all times. This includes, but not limited to:

- Wearing appropriate company uniforms
- Wearing appropriate PPE (safety glasses, safety shoes, hardhat, hand protection)
- Placing jack stands under all trailers not attached to a power unit
- Chock and block wheels of all vehicles prior to loading or unloading
- Only qualified and trained individuals can operate forklifts In

addition the following compliance issues must be considered.

1. **Reactives & Ignitables:** Some states require containers of reactive and ignitable waste to be stored at least 50 feet from the facility's property line; these containers must be separated and protected from sources of ignition. Each transfer facility must comply

with all local ordinances and regulations.

2. **Incompatibles:** The Department of Transportation (DOT) has specific rules governing the transportation of incompatible hazardous materials. In some instances cyanides and acids or spontaneously combustible materials and corrosive liquids may not be stored or transported on the same motor vehicle. It is the responsibility of the Transfer Coordinators to ensure that shipments containing incompatible materials are not scheduled for transfer and consolidation on the same motor vehicle (See Chapter 3 for additional information). In addition, if storage of containers is permitted on the loading dock or a warehouse floor, all applicable segregation requirements must still be followed.
3. **Prohibited Materials:** Under no circumstance are Explosives (Class 1), Radioactive (Class 7) or any Temperature Controlled hazardous materials to be stored or transferred at a Clean Harbor's location.

PROCEDURES

This section outlines detailed procedures for handling loads, containers, and shipping papers from the arrival of materials to a TTT location to their departure.

Although it is the responsibility of the drivers and chemists at the time of the shipments to ensure that the material is being packaged, manifested and shipped in accordance with all applicable regulations, the TTT coordinator (or designate) must inspect all incoming loads to ensure complete compliance. If any issues are discovered, they are to be addressed prior to the material being re-offered for continuing transportation. At no time may a non-Clean Harbors load be offloaded without the presence of a TTT coordinator or his/her alternative.

The general lifecycle of materials and shipping papers from the arrival to a TTT location to its departure is outlined in Chart 1.

2.1 Load Arrival:

Upon arrival of a shipment at a TTT location copies of the shipping papers are to be given to the personnel responsible for offloading the vehicles. These copies are to be used to verify the piece count, destination, and proper marking and labeling of the containers.

2.2 Material Verification:

The offloading personnel must verify piece count, marking and labeling with the corresponding shipping papers. All discrepancies including count, drum condition, marking and labeling must be resolved prior to material being loaded on any awaiting trailers and re-offered for continued transportation. Any leaking containers must be properly overpacked, and when required an incident report must be initiated per current company procedures.

2.3 Transfer:

Depending on each location, the arrived material may be transferred directly to a staged trailer or temporarily stored on the loading dock, plant floor, or warehouse; collectively referred to as floor material.

If the transfer is occurring at a location that is also a permitted TSDF, at times the plant material may be added to the TTT material or vice versa.

NOTE: Staged trailers at TTT locations are considered to be in-transit; therefore all segregation and placarding rules are applicable. It is the coordinators responsibility to update required placards as materials are added or subtracted from the each storage trailer.

2.4 Load Departure:

On or prior to the permissible storage time limits the material must leave each location. Prior to the departure, the carrier is responsible to ensure that all material is properly loaded, segregated, and placarded. TTT coordinator is to provide the carrier original shipping papers for review and signature. The carrier is ultimately responsible to ensure that:

1. Cargo is properly loaded.
2. Cargo is properly secured to prevent shifting and falling.
3. The vehicle is properly placarded.
4. All shipping papers are signed and dated prior to departure.
5. Actual container count matches that of the shipping papers.

HAZARDOUS MATERIALS

SEGREGATION AND LOADING

3.1.1 Segregation of Hazardous Materials:

During transportation and storage incidental to transportation (TTT storage) non-bulk and intermediate bulk (IBC) packages require proper segregation. For highway transportation, DOT has published a segregation table in 49 CFR §177.848 that dictates appropriate segregation among different hazard classes of materials. The segregation table on the next page should be used when two or more different hazard classes are loaded onto one transport unit. Following are instructions for using the segregation table for hazardous materials.

- (1) The absence of any hazard class or division or a blank space in the Table indicates that no restrictions apply.
- (2) The letter "**X**" in the Table indicates that these materials may not be loaded, transported, or stored together in the same transport vehicle or storage facility during the course of transportation.
- (3) The letter "**O**" in the Table indicates that these materials may not be loaded, transported, or stored together in the same transport vehicle or storage facility during the course of transportation unless separated in a manner that, in the event of leakage from packages under conditions normally incidental to transportation, commingling of hazardous materials would not occur. Notwithstanding the methods of separation employed, Class 8 (corrosive) liquids may not be loaded above or adjacent to Class 4 (flammable) or Class 5 (oxidizing) materials; except that shippers may load *truckload** shipments of such materials together when it is known that the mixture of contents would not cause a fire or a dangerous evolution of heat or gas.

***NOTE:** The term "truckload" as used in this section means a shipment of hazardous materials loaded into a transport vehicle by a single shipper. Shipments of hazardous materials offered to a carrier by different shippers and loaded into a transport vehicle are not considered to be truckload shipments. Therefore, for segregation purposes only "truckload" shipments that arrived at a particular TTT location may leave as a "truckload" shipment assuming no additional material is added to that load.

CLASS

CLASS 3	COMBUSTIBLE LIQUIDS				IN BULK	C D E
CLASS 6.1	OTHER THAN INHALATION HAZARD, ZONES A or B			  	1001 Lbs.	C D E
CLASS 9	MISCELLANEOUS				1001 Lbs.	C D

(1) The absence of any hazard class or division or a blank space in the Table indicates that you risk factors apply.

(2) The letter "X" in the Table indicates that these materials may not be loaded, transported, or stored together in the same transport vehicle or storage facility during the course of transportation.

(3) The letter "O" in the Table indicates that these materials may not be loaded, transported or stored together in the same transport vehicle or storage facility during the course of transportation unless separated in a manner that, in the event of leakage, LOI packages under conditions normally incident to transport, comingling will avoid any materials which would occur.

(4) The letter "C" in the Table indicates that Class C Corrosive liquids may not be loaded above or adjacent to Class 4 (flammable) or Class 5 (oxidizing) materials; except that shippers may load truckload shipments of such materials together when it is known that the mixture of contents would not cause a fire or a dangerous evolution of heat or gas.

(5) The letter "E" in the Table indicates that segregation requirements for Division 1.1 Explosives are governed by the compatibility label in paragraph (f) of this section.

(6) The letter "A" in the third column of the Table means that notwithstanding the requirements of the letter "X," ammonium nitrate (UN 1942) and ammonium nitrate ternary may be loaded or stored with Division 1.1 (Class A explosive) or Division 1.5 (blasting agents) materials.

(7) When the \$172.101 (Class A) or \$172.402 of this subchapter requires a package bear a subsidiary hazard label, segregation appropriate to the subsidiary hazard must be applied whenever that hazard is present, regardless of whether the material is self-heating, highly flammable, extremely flammable, or otherwise hazardous. However, hazardous materials of the same class may be stowed together without regard to segregation requirements if the materials are not capable of reacting dangerously with each other and causing combustion or dangerous evolution of heat, evolution of flammable, poisonous, or asphyxiant gases, or form alone of corrosive or unstable materials.



ORM-D 11

Placard 454 kg (1001 lbs.) gross weight of two or more categories of hazardous materials listed in Table 2. A freight container, unit load device, transport vehicle, or rail car which contains one or more packages with two or more categories of hazardous materials that require different placards, as specified in Table 2, may be placarded with a DANGEROUS placard instead of the separate placarding specified for each of the materials in Table 2. However, when 1,000 kg (2,205 pounds) aggregate gross weight of more than one category of material is loaded therein at one loading facility on a freight container, unit load device, transport vehicle, or rail car, the placard specified in Table 2 for that category must be applied.



Division 5.1
Division 5.2, other than Type 8,
liquid or solid,
temperature controlled
Division 6.1, other than
inhalation hazard,
Zone A or B
Class a
Class 9

3.1.2 Segregation applicable to secondary hazard classes:

When the Hazardous Materials Shipping Table (HMT) 49 CFR §172.101 requires a package to bear a subsidiary hazard label, segregation appropriate to the subsidiary hazard must be applied when that segregation is more restrictive than that required by the primary hazard. However, hazardous materials of the same class may be stowed together without regard to segregation required for any secondary hazard if the materials are not capable of reacting dangerously with each other and causing combustion or dangerous evolution of heat, evolution of flammable, poisonous, or asphyxiating gases, or formation of corrosive or unstable materials.

3.1.3 Use of special permits (exemptions):

When Special Permits (SP) or special approvals are utilized all of the requirements of the permits must be met. This may include specified segregation or loading of the material, special packaging and marking requirements etc. When required, a copy of a SP must be enclosed with all shipping papers.

3.1.4 Segregation for cyanides and spontaneously combustible materials Division 4.2:

Unless packaged and loaded according to the following requirements, or in accordance with any applicable special permits, material capable of liberating Hydrogen Cyanide gas may not be transported with Class 8 liquid acids and Division 4.2 material may not be loaded and transported on the same motor vehicle with any Class 8 liquids.

For Cyanide mixtures and compounds:

- The waste cyanides or waste cyanide mixtures or solutions must be packaged in lab packs 49 CFR §173.12(b).
- The Class 8 acids must be packaged in lab packs or in authorized single packaging not exceeding **208 L** (55 gallons) capacity.
- Waste cyanides or waste cyanide mixtures may not exceed **2 kg** (4.4 pounds) per inner receptacle and may not exceed **10 kg** (22 pounds) per outer packaging; waste cyanide solutions may not exceed **2 L** (0.6 gallon) per inner receptacle and may not exceed **10 L** (3.0 gallons) per outer packaging.
- The waste cyanides or waste cyanide mixtures or solutions must be separated from the acids by a minimum horizontal distance of **1.2 m** (4 feet); and
- Loaded at least **100 mm** (4 inches) off the floor of the freight container, unit load device, transport vehicle or rail car.

For Division 4.2 Material:

- The waste Division 4.2 materials are packaged in lab packs 49 CFR §173.12(b).

- The Class 8 liquids are packaged in lab packs or in authorized single packaging not exceeding **208 L** (55 gallons) capacity.
- The waste Division 4.2 materials may not exceed **2 kg** (4.4 pounds) per inner receptacle and may not exceed **10 kg** (22 pounds) per outer packaging.
- The waste Division 4.2 materials must be separated from the Class 8 liquids by a minimum horizontal distance of **1.2 m** (4 feet).
- The waste Division 4.2 materials and the Class 8 liquids are loaded at least **100 mm** (4 inches) off the floor of the freight container, unit load device, transport vehicle or rail car.

3.2 Hazardous Materials Loading and Securement

3.2.1 General Loading:

When cargo is loaded onto a transport unit it must be loaded in such a manner to permit proper load bracing and placement of load securement devices without undue risk of personal injury, container damage, or hazardous material spill. In addition, heavy items must be loaded in such a way as to distribute the weight evenly and maintain the vehicle total gross and axle weights within legal limits.

3.2.2 Double Stacking:

Clean Harbors Environmental Services has adopted the following guidelines regarding double stacking of hazardous materials. In addition, the Transportation Compliance Department may grant a waiver to this policy on case-by-case basis.

A. Statement of Policy

1. Double stacking containerized hazardous and regulated waste materials in a transport vehicle is prohibited except for the following circumstances.
 - a. Labpacks packaged in accordance with 49 CFR §173.12 in Class and Divisions 3, 4.1, 5.1, 6.1 (except all poisonous by inhalation materials), 8 & 9.
 - b. Non-regulated solid materials (e.g. non RCRA and non DOT).
 - c. Empty containers including empty containers that contain residue of Class and Divisions 3, 4.1, 5.1, 6.1, 8, or 9 hazardous materials. **Note:** The same segregation requirements apply to containers that contain only the residue of

hazardous materials. However, the weight of empty containers does not need to be included in calculating placardable quantity.

- d. Non-bulk packages (other than labpacks) which contain solids in Class and Divisions 4.1, 5.1, 6.1 (other than poisonous by inhalation materials), 8 & 9.
- e. Packages containing aerosol cans packaged in accordance with the limited quantity exemption found in 49 CFR §173.306, or applicable special permits.
- f. Combination packages in hazard Class and Divisions 3, 4.1, 5.1, 6.1 (except all poisonous by inhalation materials), 8 & 9.
- g. Case-by-case basis for bulk packages, shipments by rail, shipment by vessel and special circumstances. (Contact Corporate Compliance Department).

B. Additional Requirements

When double stacking containers within a transport vehicle, the following requirements must be followed:

1. Containers may not be stacked more than 2 high.
2. Liquids (other than labpacks, or combination packaging) may not be stacked on top of other containers.
3. All double-stacked containers must be secured on pallets to facilitate safe off-loading.
4. U.S. Department of Transportation segregation requirements found in 49 CFR §177.848 must be followed. Under no circumstances may Class 8 material be loaded next to, adjacent to or above Class 4 or 5 materials.
5. Class and Divisions 2.1, 2.2, 2.3 (except for aerosols packaged in accordance with the limited quantity exemption found in 49 CFR 173.306, or applicable special permits) 4.2, 4.3, 5.2, 6.1 (poisonous by inhalation materials) and PCB's are prohibited from being double stacked.
6. All containers must be adequately blocked and braced to prevent any movement between containers. When possible shrink-wrap should be utilized to secure the containers.
7. Vehicle weight limits (both gross vehicle weight and axle weights) must be within regulatory limits.
8. No container may be double stacked which will crush or damage the container it is loaded above.

9. Flex bins may be double stacked on 4/55 gallon steel drums.
10. Only hard-walled cubic yard boxes may be stacked on each other.
11. Placement of packages 5 gallons or less on top of each other does not constitute double stacking; however, these packages must remain on the floor level of the transport vehicle and the material above and below must be compatible. Example: Placing a 5-gallon container of Division 4.3 material on top of a 5 gallon of Division 6.1 material is acceptable, and thus also accomplishes the requirement to keep Division 4.3 material 4 inches of the vehicle floor. Five-gallon containers may not be stacked more than three high, and must be properly secured and prevented from shifting and falling.



Solid Waste Storage License Application

Infectious Waste Storage Plan of Operation

Clean Harbors ES Industrial Service, Inc.
N104 W13275 Donges Bay Road
Germantown, Wisconsin

WIR000125302
FID267172700

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Attachments

Exhibit 1	Initial Site Inspection – WI DNR Form 4400-209
Exhibit 2	ER Review Verification Form
Exhibit 3	Site Storm Water Flow
Exhibit 4	Germantown Zoning Map
Exhibit 5	Area Traffic Map (typical)
Exhibit 6	Site Traffic Flow (typical)
Exhibit 7	FEMA Flood Plain Map
Exhibit 8	WI DNR Wetlands Map
Exhibit 9	Site Plan
Exhibit 10	Transfer Facility Guidance Manual
Exhibit 11	Clean Harbors Transporter Contingency Plan
Exhibit 12	Clean Harbors Medical & Infectious Waste Protocol
Exhibit 13	Example Manifest
Exhibit 14	Example Container Tracking
Exhibit 15	.25 Mile Radius Topographic Map

CERTIFICATION

I, William F. Connors, Senior Vice President, Compliance; hereby certify that I am the owner or authorized representative of the solid waste transfer facility; Clean Harbors ES Industrial Services, Inc. located at N104 W13275 Donges Bay Road in Germantown, WI; that I am aware of s. NR 502.07, Wis. Adm. Code, applicable to the facility; and that the facility is in compliance with the code.

Date _____
William F. Connors
Sr. Vice President, Compliance
Clean Harbors, Safety-Kleen, Emerald and Thermo Fluids
P.O. Box 9149
42 Longwater Drive
Norwell, MA 02061-9149
(o) 781.792.5169
(c) 781.858.3601
connorsw@cleanharbors.com

Facility Address: N104 W13275 Donges Bay Road
Germantown, WI 53022

Facility Telephone Number: 262.236.8130

US EPA Identification Number: WIR 000 125 302
Wisconsin Facility Identification Number: FID 267 172 700

NAICS Codes: 562112 (Primary)

This application is prepared in accordance with the following applicable Wisconsin Administrative Codes:

NR Chapter 502 Solid Waste Storage, Transportation, and Transfer - Sections 502.01 through 502.06. Clean Harbors is proposing to maintain a less than 50 ton/day storage facility for Solid Waste.

NR Chapter 526 Medical Waste Management – Sections NR 526.09 through NR 526.10. Clean Harbors is proposing to maintain an Infectious Medical Waste storage facility.

This facility also operates as a hazardous waste transfer facility under NR 663.12.

Facility Overview

Clean Harbors collects hazardous and nonhazardous solid wastes from generators (our customers). These wastes are generated through routine facility activities and may also result from emergency response to unplanned releases. Containers of wastes (5 gallon – 250 gallon) are managed under a truck-to-truck transfer where the wastes are collected by Clean Harbors' employees in collection vehicles, transported to the Germantown site where these wastes will be consolidated on a staged outbound trailer for offsite shipment. Covered bulk bins may also be stored temporarily prior to shipment for offsite disposal.

The solid waste streams consist of numerous commercial, industrial wastes, and medical/infectious wastes. Examples of wastes are listed in the table on page 6 of this application. These wastes are stored in staged trailers at the dock. These materials are transported from the Germantown facility to a Clean Harbors recycle center, a contract reclaimer, or other permitted facility.

The facility typically operates Monday through Friday, from 6 a.m. to approximately 6 p.m. The Facility Operations Manager has the ultimate responsibility of the facility's operations. In the event of his/her absence, a qualified designate will assume the responsibility.

SOLID WASTE STORAGE FACILITY

NR 502.04 General Requirements

NR 502.04(1)(a)1-6 Performance Standards

This is an existing facility with no planned additional buildings.

- (1) The additional licensed activities will not result in a detrimental effect on any surface water.
- (2) The additional licensed activities will not create a significant adverse impact on wetlands.
- (3) The additional licensed activities will not create a detrimental effect on groundwater quality;
- (4) The additional licensed activities will not result in a take of an endangered or threatened species.
- (5) The additional licensed activities will not cause the migration and concentration of explosive gases in any facility structures.
- (6) The additional licensed activities will not cause the emission of any hazardous air contaminant exceeding the limitations for those substances contained in s. NR 445.07.

NR 502.04(1)(b) Exemptions From The Requirements of par. (a) 4. To 6. (above)

No exemptions are being requested.

NR 502.04(2)(a)1-9 Initial Site Inspection

NR 502.04(2)(b)1-6

NR 502.04(2)(c)

NR 502.04(2)(d)

Clean Harbors submitted a written request for an Initial Site Inspection (ISI) along with the Application (Form 4400-209) to the Wisconsin Department of Natural Resources (DNR) on xxxx. This form is included as Exhibit 1. The DNR conducted a Site Inspection on September 9, 2016.

NR 502.04(3) Closure

- (a) Within 5 calendar days after ceasing to accept waste at the facility, all putrescible waste will be removed from the facility.
- (b) Within 60 calendar days after ceasing to accept waste at the facility, all wastes will be removed from the facility.
- (c) Minimum requirements exemption request:
 1. This facility is not open to the public. Therefore, there will be no signage posted notifying the public. The Facility is requesting concurrence there is no signage required.

2. All wastes will be removed at closure, so no closure plan is required under this section. This is discussed in the Plan of Operation.

NR 502.04(4) *Environmental Review*

This is an existing facility, and this is continuing operation with no expansion. As such, this licensing qualifies as No/Low Impact. An ER Review Verification Form was submitted, reviewed, and filed with the Wisconsin Department of Natural Resources. A copy of this form is included as Exhibit 2.

NR 502.04(5) *Environmental Monitoring*

There is no required environmental monitoring at this facility. All wastes received at this facility are in containers. The containers are not opened while on site, and there is no onsite disposal or processing. All containers are shipped offsite for disposal or processing.

NR 502.04(6) *Financial Responsibility*

This section does not apply. Containers are typically stored onsite for less than one week. All waste containers will be removed at closure.

NR 502.05 STORAGE FACILITIES

NR 502.05(1)(a)-(h) *General*

- (a) This facility complies with the performance standards and closure requirements in NR 502.04(1) and (3)(a) and (b).
- (b) The facility complied with initial site inspection requirements in NR 502.04(2) and demonstrates compliance with the applicable locational criteria in sub. (4).
- (c) All waste will be stored in containers in compliance with the operational requirements for containerized storage facilities under sub. (5)
- (d) Wastes are stored only in containers. This section does not apply.
- (e) As this is an existing facility and no construction will occur due this licensing so there are no engineering plans or construction documentation. This section does not apply.
- (f) A solid waste storage facility operating license will be obtained from the department (DNR).
- (g) The facility will not store municipal solid waste combustor residues. This section does not apply.
- (h) This facility will operate in compliance with NR 526.09, for infectious waste storage.

NR 502.05(2) *Exemptions For Household Waste*

This facility does not manage household waste. This section does not apply.

NR 502.05(3)(a)-(l) Other Exemptions

These sections do not apply.

NR 502.05(3)(k) Containerized Storage Facility

1. This facility complies with performance standards and closure requirements in s. NR 502.04(1) and (3)(a) and (b).
2. The Clean Harbors submitted a written request for an Initial Site Inspection (ISI) along with the Application (Form 4400-209) to the Wisconsin Department of Natural Resources (DNR) on xxxx. This form is included as Exhibit 1. The DNR conducted a Site Inspection on September 9, 2016.
3. An operating license is being obtained from the Department.
4. The facility will accept a maximum of 50 tons of waste per day and store a maximum of 1,000 tons of waste at any one time.
5. The facility will comply with operational requirements for containerized storage facility in sub. (5).
6. The facility does not accept municipal solid waste combustor residue.
7. The required certification statement is provided with the initial license application.

NR 502.05(4)(a)2. To 7. Locational Criteria For Storage Facilities

All wastes are stored within a container or vehicle such that the waste is not exposed to the weather. This section does not apply. [NR 502.05.04(b)]

NR 502.05(5)(a)-(l) Operational Requirements For Containerized Storage

- (a) Storage containers will be durable, rust resistant, nonabsorbent, leak-proof, and able to effectively contain the stored waste. All containers have close-fitting, fly-tight covers.
- (b) Covers and containers will be maintained in good condition.
- (c) Municipal solid waste is not received from the public. Municipal solid waste generated by facility activities is regularly removed, typically once per week.
- (d) All weather access will be provided and maintained. Solid wastes will be stored in a trailer staged at the loading dock, or in other transportation vehicles.
- (e) No waste will be stored that attracts flies, rodents, and other vectors.
- (f) The facility will not store objects too large for containers.
- (g) The facility will be cleaned and maintained so to be nuisance-free and aesthetically pleasing.
- (h) The facility does not accept wastes from the public. There is no attendant at this facility. All access gates are locked when the facility is unoccupied.
- (i) All solid wastes stored at the facility are shipped offsite for disposal or management. There is no onsite disposal.
- (j) Solid wastes are not burned at the facility.

- (k) The facility is operated and maintained in a sanitary, nuisance-free manner so as to protect the environment and public health.
- (l) There is adequate storm water drainage on and around the facility. The trailers will be parked on either concrete or asphalt. A map of the facility storm water flow is included as Exhibit 3.

NR 502.05(6) *Operational Requirements for Noncontainerized Storage Facilities*

All solid wastes will be stored in containers. This section does not apply.

NR 502.05(7) *Operational Requirements for Municipal Solid Waste Combustor Residue Storage Facilities*

The facility does not store municipal solid waste combustor residues. This section does not apply.

NR 502.05(8)(a)-(n) *Plan of Operation*

(a) Legal Description of the Facility: NE ¼ of NW ¼ of Section 36, T9 N, R20 E
Washington County
43° 12' 20.10" N 88° 04' 27.30" W
Latitude: 43.206430 Longitude: -88.098010

(b) Facility Owner/Operator: Clean Harbors
42 Longwater Drive
Norwell, MA 02061
781.792.5000

(c) The facility is located on approximately 6 acres in the Village of Germantown. The facility is located in an area zoned M-1, Limited Industrial. All contiguous properties have the same zoning. A zoning map is included as Exhibit 4.

Approximately 4.5 acres are developed (includes buildings, pavement, graveled areas). The facility consists of:

- A 12,030 square foot building with office and warehouse/garage area
 - A 5,230 square foot building for storage of emergency response equipment
 - A 6,058 square foot building for the storage of emergency response equipment
 - A concrete loading dock with access for 4 route trucks/semi-trailers
- (d) This facility provides hazardous and non-hazardous waste services to hundreds of commercial and industrial generators. Site employees also provide emergency response to unplanned releases as well as routine facility maintenance (such as tank cleaning) at customer sites. The typical service area for the facility is statewide.
- (e) As this facility does not manage municipal solid wastes, this section does not apply. [Consistency of facility development with area wide solid waste plans and land use].

- (f) This is an existing facility. Areas prone to soil erosion are protected by means of seeded and maintained landscaping in the front of the facility and some ancillary areas. Wildlife present consists primarily of that typical to the area (i.e. rabbits).
- (g) All waste materials stored at the facility are shipped offsite for processing or disposal. The facility estimates the following solid / hazardous wastes and amounts will be handled annually. This list is not inclusive, but is representative of wastes to be managed through the facility. Total volumes will vary depending on current business demands.

Description of Waste Stream	Estimated Annual Volume (Lbs)
Industrial Liquid Wastes (Combustible Liquids, Corrosive Liquids, Non-RCRA Non DOT Regulated)	1,200,000
Industrial Solid (non-liquid) Wastes (absorbents, spill cleanup materials, sludges, paint booth filters)	150,000
IMW	150,000

- (h) Access to the facility is from Highway 41 to Hwy 167 east, to Hwy 145 south, to Donges Bay Road east; or from Highway 41 to County Line Road east, to Hwy 145 north, to Donges Bay Road east. An example area traffic map is included as Exhibit 5. The facility access point is from Donges Bay Road. There are no traffic lights associated with facility access or egress.

The facility's waste collection vehicles that deliver wastes to the facility are completely enclosed cargo-box straight trucks with a Gross Vehicle Weight (GVW) of 33,000 pounds (typically) or fully enclosed box trailers with a maximum GVW of 80,000 pounds. Waste containers are transported from the facility in completely enclosed box trailers. The facility is serviced by 18-wheel, 5-axle tractor-trailers with a maximum load of 80,000 pounds, with 13,00 lbs./axle attributed to the steering axle (axle 1), and approximately 34,000 lbs. maximum gross weight between axles 2 and 3, and 34,000 lbs. maximum gross weight between axles 4 and 5. These transport vehicles have a maximum GVW of 80,000 pounds. There are 7 collection vehicles based at the facility. There are typically 3 outbound shipments each week. Traffic generated by facility operations does not have a major impact on the traffic volume on adjacent and nearby roadways, or the routes the trucks travel. An example of the traffic flow pattern within the facility is included as Exhibit 6.

- (i) There will not be wastes containing free liquids resulting from storage of containerized solid wastes.
- (j) This is an existing facility and there is no anticipated facility construction. If required at a later time, any construction would be overseen by the Clean Harbors Engineering Department. Facility operations are overseen by the site Operations Manager.
- (k) This is an existing facility and there is no anticipated facility construction. During operations, surface and groundwater is protected by containers being stored in an enclosed area that is not subject to runoff or runoff. This facility is not located within a

FEMA-designated flood plain nor in a DNR designated wetland. A FEMA map is included as Exhibit 7; and a DNR wetlands map as Exhibit 8.

- (l) Operational hazards are typical to any container handling (i.e. releases due to poor container management; personnel injuries) activity. Proper handling of waste containers is ensured through proper training and use of proper equipment. Employees are trained on waste procedures during their initial training and then annually (or as required). When practicable, containers will be moved with a forklift, pallet jack, or drum dolly.
- (m) This is a small and simple transportation-based facility. A site plan is included as Exhibit 9. All waste drums are managed truck-to-truck, and are not opened, mixed, or disposed onsite. The incoming truck will back up to the concrete loading dock; drums will then be transferred onto a staged trailer. When sufficient quantities are accumulated on the trailer, it will be transported offsite to a Safety-Kleen, Clean Harbors, or other permitted facility for management (processing, reclamation, or disposal). There is no requirement for screening as all wastes are received and stored in containers.
- (n) There is no requirement for an operations and maintenance manual as there are no materials handled that could result in explosions, dust, fire, odors, or windblown materials. An example Transfer Facility Compliance Manual is included as Exhibit 10.

NR 502.05(9) *Engineering Plans*
NR 502.05(10) *Construction Documentation Report*

This is an existing facility. There is no new construction planned for the additional licensed activities.

NR 502.06(1)(a)-(c) *Collection and Transportation Services*

- (a) Solid waste transportation will be conducted in compliance with NR 502.04
- (b) Transportation will be conducted by transporters who have obtained a Solid Waste Transportation Service License issued by the Department.
- (c) Infectious waste transportation will be conducted by transporters who complying with NR 526.10 [Transportation and shipping].

NR 502.06(2)(a)-(k) *Exemptions*

This section does not apply.

NR 502.06(3)(a)-(e) *Operational Requirements for Transportation of Residue Produced by Burning Municipal Solid Waste*

This section does not apply.

NR 502.06(4) *General Operational Requirements*

- (a) Each vehicle will have "WDNR" followed by the license number lettered on the driver's door. The letters will be at least 2" high with a minimum 1/2" brush stroke. The lettering will contrast with the background so it is easy to read.
- (b) Solid waste will be transported only to a licensed or approved facility.
- (c) Vehicles used for transportation are leak-proof enclosed box-type trucks/trailers only. These are maintained in good repair.
- (d) Containers will be loaded and unloaded from vehicles in such a manner to prevent littering and spillage. If any spillage does occur, facility personnel will immediately clean up the material and clean the spill area.
- (e) (eg)-(er) The facility will not be transporting municipal solid wastes so these sections do not apply.
- (f) The facility will not be collecting and transporting recyclable materials. This section, requiring cleanliness of recycling materials, does not apply.
- (g) The facility will not be collecting and transporting recyclable materials. This section, requiring recordkeeping evidence of delivery of recyclables to brokers, processors, or end users does not apply.
- (h) The department will be notified at 30 days prior to ceasing transport services for an extended period.

NR 502.06(5) Responsibility

This facility will be responsible for collection and transportation of any solid wastes generated. All wastes will be characterized and proper disposal will be arranged.

Solid Waste Storage Facility Plan of Operation

Clean Harbors collects hazardous and nonhazardous solid wastes from generators and temporarily stores the wastes at the facility. All containers are transported from the facility to a recycle center, contract reclaimer, or other facility for processing or disposal.

Waste Management

The volume of waste entering the facility varies daily and is dependent upon the current business climate. The facility will not accept or store over 50 tons per day. When wastes are entering or leaving the facility, all containers are loaded and unloaded on or above paved areas. Containers are stored in an enclosed transport vehicle or a staged trailer. Materials will be stored onsite until such time as sufficient quantities are accumulated for shipment, typically 5 to 10 days.

Containers are handled to prevent rupture or leaking. Proper handling of waste is ensured through proper training. Employees are trained on waste handling procedures during their initial training and then annually thereafter, or as needed. When feasible, containers are moved using mechanical means such as drum carts, dollies, or fork trucks. Employees inspect each waste drum prior to transporting from the customers' location. In the event a container is found to be damaged, leaking, or not in good condition while in storage at the facility, it will be placed into an appropriate salvage container. The salvage container will be properly labeled and the entire packaging will be transported offsite per normal waste management protocols. When containers are being prepared for shipment, they will be moved with material handling equipment and/or palletized to maneuver and stack containers.

If containers 15 gallons or larger are stacked, a pallet will separate the layers. The maximum number of containers stored per pallet layer is: 24 5-gallon containers; 9 15-gallon containers, 5-30 gallon containers, and 4-55 gallon containers. Containers of hazardous waste will be stacked no more than two pallets high to ensure stability and safe material handling. The storage height of a double-stacked configuration is approximately 6'6".

All collected materials are properly labeled at the generator locations. Appropriate paperwork (i.e. a bill of lading, manifest) accompanies all shipments. All containers are tracked electronically in the Clean Harbors waste tracking system. A unique bar code tracking label is affixed to each waste container, allowing it to be tracked electronically through the facility; as well as movements from the facility to all subsequent company facilities. Use of the bar code labels ensures proper outbound routing of all containers.

All wastes will be removed at closure of the facility.

INFECTIOUS WASTE MANAGEMENT

NR 526 General Requirements

The facility will transport and temporarily store infectious medical wastes (IMW) as defined in NR 526.05(1), NR 526.05(2), NR 526.05(3) and NR 526.055. IMW stored at the facility may

include cultures and stocks, human pathological wastes, human blood and blood products, used and unused sharps, animal waste, isolation waste, and trace chemotherapy waste. This list is not inclusive but is provided as examples of the types of wastes that may be stored at the facility. Some of the IMW may also meet the definition of a RCRA hazardous waste; storage of this waste would be regulated under NR 663 (Hazardous Waste Transfer Facility). These wastes will be stored in the designated storage area (a staged trailer) for 10 days or less. Generators are expected to include hospitals, laboratories, and other medical facilities.

All containers will be marked and labeled to comply with 49 CFR 172. This labeling occurs at the generator location, prior to the waste being transported. The wastes will be packaged in DOT-approved containers by the generators. The containers will protect waste handlers, transporters and other persons from exposure to the infectious waste per NR 526.07. Containers are not opened at the facility.

NR 526.09(3) *Plan of Operation*

See narrative following section NR 526.10(4) for additional information.

NR 526.09(4) *Minimum Requirements*

- (a) The IMW will be stored in a transportation vehicle (truck or trailer) that is constructed of an impermeable surface (typically aluminum).
- (b) The storage area will be used for IMW and containers.
- (c) The storage area will be an enclosed vehicle so the IMW is not exposed to weather.
- (d) Access to the storage area is limited to trained facility personnel only. All access gates are locked when the facility is unoccupied. All facility employees are trained to be alert for the presence of non-authorized personnel or intruders, or for other breeches of the security system.
- (e) All IMW is received in sealed, closed containers, and the containers are not opened while onsite. Appropriate measures will be taken to prevent odors. If required, wastes will be stored in a refrigerated storage truck/trailer.
- (f) Off-site shipment will be conducted only by an infectious waste transporter licensed by the Department.
- (g) Containers of IMW will be stored onsite for 7-14 days (typically). Storage duration is dependent of waste volumes managed at the facility. Containers will not be stored over 30 days.
- (h) All containers of IMW are tracked manually (see Attachment I in Exhibit 10, or electronically in the company waste tracking system, See narrative following section NR 526.10(4) for additional details.

NR 526.09(5)(a)-(f) *Operating Requirements for Sharps Collection Stations*

This section does not apply. The facility will not operate a sharps collection station.

NR 526.10(1) *Transportation and Shipping (Licenses)*

All transporters will obtain an infectious waste transportation license from the department.

NR 526.10(2)(a)-(f) *Transportation and Shipping (Exemptions)*

This section does not apply. There are no exemptions being requested.

NR 526.10(3) *Minimum Requirements for Persons Transporting Infectious Waste*

- (a) The infectious waste will be transported in a container that protects waste handlers and other persons from exposure [NR 526.07].
- (b) The infectious waste will be handled to protect waste handlers from exposure to the waste [NR 526.08].
- (c) The vehicles used to transport the infectious waste are
 - 1. Completely enclosed, leak-resistant box-type trucks and trailers.
 - 2. Vehicles will be maintained in good repair.
 - 3. Vehicles will be cleaned as needed to prevent nuisances.
 - 4. Appropriate measures will be taken to prevent odors. If required, wastes will be transported in refrigerated trucks/trailers.
- (d) 1.-3. The infectious wastes will be transported to a facility licensed by the Department to store infectious wastes, or to a facility licensed by another state to store, incinerate, or treat infectious waste.

NR 526.10(4) *Operating Requirements for Licensed Infectious Waste Transporters*

- (a) Each vehicle will have “WDNR” followed by the license number lettered on the driver’s door. The letters will be at least 2” high with a minimum ½” brush stroke. The lettering will contrast with the background so it is easy to read.
- (b) The IMW will be in transportation vehicles (truck or trailer) that are constructed of a durable, impermeable surface (typically aluminum) that is easy to clean.
- (c) Each transportation vehicle carries a copy of Clean Harbors’ Transporter Contingency Plan. A copy of this Plan is included as Exhibit 11.
- (d) The portion of the vehicle where the infectious waste is placed will be cleaned and disinfected before transporting materials other than infectious waste, solid waste, or supplies related to managing waste. In the event decontamination is required, a solution of not less than 0.5% bleach in water will be used.
- (e) The person transporting the infectious waste will sign all manifests that accompany the waste. See narrative following this section for additional details.
- (f) If infectious waste is not accompanied by a waste manifest, the person transporting the waste will initiate a manifest for the waste.

NR 526.10(5) *Changes in Service-Transporters*

The Department will be notified in writing of all significant changes in service. The written notice will be given at least 30 days prior to the effective date of the change. If the change was not anticipated, the written notice will be sent within 30 days after the change first occurred.

Significant changes in service include:

- (a) Adding a vehicle.
- (b) Replacing a vehicle.
- (c) Changing the destination to which the infectious waste is hauled.
- (d) Expanding the service area into another county.
- (e) Terminating service

Infectious Medical Waste Plan of Operation

All containers of IMW received at, and/or shipped from the facility shall be in good condition with no severe rusting or apparent structural defects. The containers (e.g. drums, boxes) may be new, used, or reconditioned, and may vary in sizes up to 110 gallons. All of the containers shall be made of, or lined with, materials which will not react with, or are otherwise compatible with the IMW being stored. All containers will meet US Department of Transportation (DOT) packaging requirements if the contents meet the definition of a DOT hazardous material or hazardous substance as described in 49 CFR 173. All containers will be marked and labeled to comply with 49 CFR 172. This labeling occurs at the generator location, prior to the waste

being transported. If an accepted container shows signs of structural defects or leakage, facility personnel will undertake appropriate actions to immediately transfer the waste and/or the container into a structurally sound container or salvage drum.

All containers remain closed at all times. Closed-head (tight-head) must have bungs in place and they must be tightly secured. Open-top drums must have covers, gaskets, and rings. The covers must be tightly secured. Boxes must be securely taped closed. All containers shall be transported and stored in compliance with US DOT hazardous material segregation procedures as described in 49 CFR 177.848.

When containers of IMW are received at the facility, they will remain in storage on the transit vehicle, or will be transferred into a designated staged trailer. The trailer will be staged at the concrete dock indicated on the Site Plan, Exhibit 9. The trailer will provide protection from water, rain, snow, and wind. The containers may be stored in a refrigerated trailer if required to prevent odors.

Upon arrival at the facility, each container shipment is counted and inspected for proper packaging, labeling and marking to container piece-count and waste identification information (i.e. EPA waste codes, shipping descriptions) on the accompanying manifest. If feasible, the movement of containers from a transportation vehicle to the designated storage vehicle will be accomplished using fork trucks and hand trucks.

Infectious medical wastes are profiled prior to the initial pickup. The Clean Harbors Medical and Infectious Waste Protocol (included as Exhibit 12) ensures wastes are shipped to a facility that has the permits and processing capabilities to manage the wastes. This document also lists container acceptability for each facility, based on processing technologies.

In compliance with NR 526.14(b) all shipments of IMW will be documented on a uniform hazardous waste manifest. The TSDF or designated facility (section 8 of the manifest) will indicate the processing/disposal facility. The manifests will be signed and dated by the generator; the initial transporter, subsequent transporters as needed; and the TSDF. An example completed manifest (008761026FLE) is included as Exhibit 13

All containers are tracked electronically in the Clean Harbors waste tracking system. Upon arrival at the facility, a unique bar code tracking label is affixed to each waste container, allowing it to be tracked electronically through the facility; as well as movements from the facility to all subsequent company facilities. Use of the bar code labels ensures proper outbound routing of all containers. An example tracking screen for the above-referenced manifest is included as Exhibit 14.

The storage of IMW will be for thirty days or less. All containers of IMW are transported offsite from the facility for disposal at a permitted facility. There is no onsite disposal or processing.

All facility employees are trained to be alert for the presence of non-authorized personnel or intruders, or for other breeches of the security system.

Nine Classes of Hazardous Materials

Class 1: Explosives

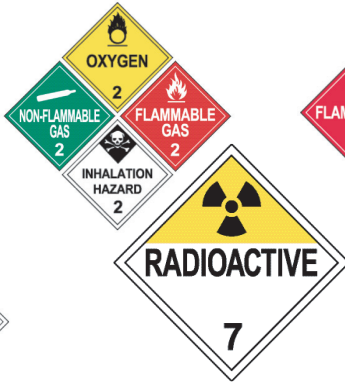
Divisions: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6



Class 6: Poison (Toxic) and Poison Inhalation Hazard

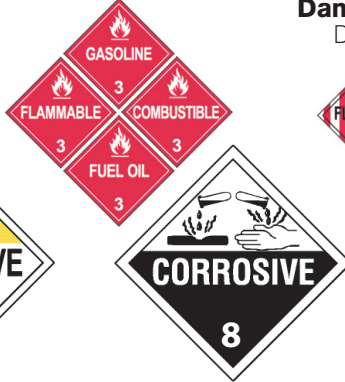
Class 2: Gases

Divisions: 2.1, 2.2, 2.3



Class 7: Radioactive

Class 3: Flammable Liquid and Combustible Liquid



Class 8: Corrosive

Class 4: Flammable Solid, Spontaneously Combustible, and Dangerous When Wet

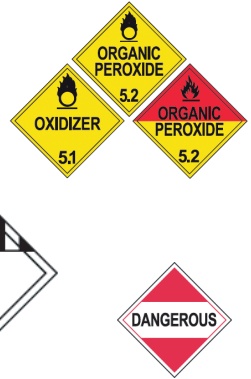
Divisions 4.1, 4.2, 4.3



Class 9: Miscellaneous

Class 5: Oxidizer and Organic Peroxide

Divisions 5.1, 5.2



Dangerous

Revised 04/13

Reporting Hazardous Materials Information

ACCURATE REPORTING SAVES LIVES

Data you collect is used to calculate risk assessment, determine response methods, and develop regulations. Vehicles carrying hazardous materials are required to carry shipping papers containing the HM Class and ID number (or name). Your Accident or Collision Report/Supplement may ask the following hazardous materials questions (exact wording will vary by State):

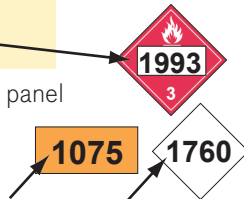
1. DOES THE VEHICLE HAVE A HAZARDOUS MATERIALS PLACARD? YES ☒ NO ☐

Placards should be on all four sides of the vehicle. For containers with bulk packages inside, if the required ID# marking is not visible, the transport vehicle must be marked on each side and each end.



2. ENTER THE FOUR-DIGIT NUMBER (OR NAME) FROM THE PLACARD 1 9 9 3

The four-digit number may be on an orange panel or a white "square-on-point" panel. If no four-digit number appears on the placard, enter the Placard Name.



3. ENTER THE HAZARDOUS MATERIALS CLASS NUMBER FROM THE BOTTOM OF THE PLACARD 3

The Class Number can be a one- or two-digit number with a decimal in the middle. 5.1 It is critical for identifying and studying various types of hazardous materials involved in traffic crashes.



4. WAS HAZARDOUS CARGO RELEASED? YES ☒ NO ☐

The intent of this question is to determine whether any of the placarded material was released or escaped from its transport container into the environment. Fuel or oil carried by the vehicle for its own use is NOT considered cargo and should not be reported in this section.

Hazard Classification

U.S. Department of Labor (DOL) – Occupational Safety and Health Administration (OSHA)

When one thinks of hazard classification, those of us in emergency response think of the U.S. Department of Transportation (DOT). After all we use DOT's "Emergency Response Guidebook" upon arrival to identify the chemical that necessitated our presence. But hazard classification begins with the U.S. Department of Labor's (DOL) "Occupational Safety and Health Administration" (OSHA)

Hazard Classification is a process required under paragraph (d) of 29 Code of Federal Regulations (CFR) 1910.1200 (OSHA's Hazardous Communication Standard). Paragraph (d) states: "...For each chemical, the chemical manufacturer or importer shall determine the hazard classes, and where appropriate, the category of each class that apply to the chemical being classified...Chemical manufacturers, importers and employers classifying chemicals shall identify and consider the full range of available scientific literature and other evidence concerning the potential hazards. There is no requirement to test the chemical to determine how to classify its hazards. Appendix A to 1910.1200 shall be consulted for classification of health hazards, and Appendix B to 1910.1200 shall be consulted for the classification of physical hazards".¹ Even though we receive OSHA's Hazard Communication training as emergency responders, we are more familiar with the physical hazard classifications, and since we use a DOT book we forget about OSHA's role in the process and don't consider the correlation.

Classification lists the specific Classes of hazards, s\for example "acute toxicity" or "flammable liquids". Within the Hazard Classes the degree of hazard is indicated with a category. The Category is usually a number (1-4) or letter (A, B, C), with 1 and A equaling the highest hazard and 4 equaling the least hazardous; although there are a few that are indicated with words. 1 indicates a greater hazard category than 2, and A is a greater hazard than B. Some of the numeric categories have subcategories, so Class 2A is more hazardous than Class 2B, for example. For gases and some reproductive toxins, the categories are listed by names rather than numbers and letters. **THIS IS NOT THE SAME AS THE NFPA 704 SYSTEM!**

In the classifications for physical hazards, not all hazard classes have entries 1-4; some have only category 1, some have 1-2, 1-3 or 1-4, and Explosives is broken into 6 divisions.

In a hazard classification, only the intrinsic (inherent) hazardous properties of chemicals are considered. The three steps involved are:

1. Identification of relevant data regarding the hazards of a chemical;
2. Subsequent review of those data to ascertain the hazards associated with the chemical;
3. Determination of whether the chemical will be classified as hazardous and the degree of hazard.

In a manufacturing or import setting, the following specific Health hazard criteria is reviewed:

- Acute Toxicity (Oral, Dermal and Inhalation), Categories 1-4
- Skin Corrosion / Irritation, Categories 1A, 1B, 1C, and 2
- Serious Eye damage / Eye Irritation, Categories 1, 2A, and 2B
- Respiratory or Skin Sensitization, Category 1A and 1B

¹ U.S. DOL-OSHA "Hazard Communication Standard" paragraph (d) 29CFR 1910.1200

- Germ Cell Mutagenicity, Categories 1A, 1B, and 2
- Carcinogenicity, Categories 1A, 1B, and 2
- Reproductive Toxicity, Categories 1A, 1B, 2; lactation
- Specific Target Organ Toxicity; single exposure, Categories 1-3
- Specific Target Organ Toxicity: repeated or prolonged exposure, Categories 1 and 2
- Aspiration Hazard, Category 1

In a manufacturing or import setting, the following specific Physical hazard criteria is reviewed:

- Explosives, Divisions 1.1-1.6
- Flammable Gases, Categories 1 and 2
- Flammable Aerosols, Categories 1 and 2
- Oxidizing Gases, category 1
- Gases under Pressure, Groups: Compressed, Liquefied, Dissolved, Refrigerated Liquid
- Flammable Liquids, Categories 1-4
- Flammable Solids, Categories 1 and 2
- Self-Reactive Chemicals, Types A-G
- Pyrophoric Liquids, Category 1
- Pyrophoric Solids, Category 1
- Self-Heating Chemicals, Categories 1 and 2
- Chemicals which, in Contact with Water, emit Flammable Gases, Categories 1-3
- Oxidizing Liquids, Categories 1-3
- Oxidizing Solids, Categories 1-3
- Organic Peroxides, Types A-G
- Corrosive to Metals, Category 1

U.S. Department of Transportation (DOT)

The mission of the U.S. Department of Transportation (DOT) is to serve the United States by ensuring a fast, safe, efficient, accessible and convenient transportation system that meets our vital national interests and enhances the quality of life of the American people, today, and into the future.²

Following and understanding OSHA classification standards, it is easy to see that many of DOT's regulations parallel or further define OSHA regulations regarding health and safety in the workplace. When first responders respond to a transportation incident it is an extension of the manufacturing workplace; just as it is an extension of the fire station worksite. A terrific summary of these is available from DOT on their web page titled "How to Comply with Federal Hazardous Materials Regulations". This document is a must-read for anyone who is shipping or transporting hazardous materials. First

² www.dot.gov

responders should read this document also because the hazardous materials regulations are applicable to the transportation of hazardous materials in commerce and their offering to:

- Interstate, intrastate, and foreign carriers by rail car, aircraft, motor vehicle and vessel.
- The representation that a hazardous material is present in a package, container, rail car, aircraft, motor vehicle or vessel.
- The manufacture, fabrication, marking, maintenance, reconditioning, repairing or testing of a package or container which is represented, marked, certified or sold for use in the transportation of hazardous materials (49 CFR 171.1(a)).

DOT's Hazardous Materials Regulations apply to the following (see: 49 CFR 171.1 (a)):

1. The offering of hazardous materials for transportation and transportation of hazardous materials in interstate, intrastate, and foreign commerce by rail car, aircraft, motor vehicle, and vessel.
2. The representation that a hazardous material is present in a package, container, rail car, aircraft, motor vehicle, or vessel.
3. The use of terms and symbols prescribed in 49 CFR 171.1 (a) for the marking, labeling, placarding, and description of hazardous materials and packages used in their transport.

DOT's Hazard Classification System

The hazard class of dangerous goods is indicated either by its class (or division) number or name. Placards are used to identify the class or division of a material. The hazard class or division number must be displayed in the lower corner of a placard and is required for both primary and subsidiary hazard classes and divisions, if applicable. For other than Class 7 placards, text indicating a hazard (for example, "CORROSIVE") is not required. Text is shown only in the U.S. The hazard class or division number and subsidiary hazard classes or division numbers placed in parentheses (when applicable), must appear on the shipping document after each proper shipping name.

The following is from Page 6, of the U.S. DOT – Pipeline and Hazardous Materials Safety Administration's (PHMSA) "Emergency Response Guidebook". It is this book that every first responders in the U.S. is trained on to assist in identifying a hazardous material during the first 15 minutes of an incident.

Class 1 – Explosives

- Division 1.1 Explosives which have a mass explosion hazard
- Division 1.2 Explosives which have a projection hazard but not a mass explosion hazard
- Division 1.3 Explosives which have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard
- Division 1.4 Explosives which present no significant blast hazard
- Division 1.5 Very insensitive explosives with a mass explosion hazard
- Division 1.6 Extremely insensitive articles which do not have a mass explosion hazard

Class 2 – Gases

- Division 2.1 Flammable gases
- Division 2.2 Non-flammable, non-toxic* gases
- Division 2.3 Toxic* gases

Class 3 – Flammable liquids (and Combustible liquids [U.S.])

**Class 4 – Flammable solids; Substances liable to spontaneous combustion;
Substances which, on contact with water, emit flammable gases**

- Division 4.1 Flammable solids, self-reactive substances and solid desensitized explosives
- Division 4.2 Substances liable to spontaneous combustion
- Division 4.3 Substances which in contact with water emit flammable gases

Class 5 – Oxidizing substances and Organic peroxides

- Division 5.1 Oxidizing substances
- Division 5.2 Organic peroxides

Class 6 – Toxic* substances and Infectious substances

- Division 6.1 Toxic* substances
- Division 6.2 Infectious substances

Class 7 – Radioactive materials

Class 8 – Corrosive substances

Class 9 – Miscellaneous dangerous goods/hazardous materials and articles

*The words “poison” or “poisonous” are synonymous with the word “toxic”.³

³ Page 6 U.S. DOT-PHMSA “Emergency Response Guidebook”



































Village of



Germantown

Office of the Village Attorney

Private Office: 11402 W. Church Street, Franklin, WI 53132

Phone: (414) 529-8900

M E M O R A N D U M

TO: Village Board
FROM: Brian C. Sajdak, Village Attorney
DATE: November 14, 2019
RE: A Resolution Opting Out of the National Prescription Opiate Litigation
Negotiation/Settlement Class

Recently, the United States District Court for the Northern District of Ohio approved a “Settlement Class” in an attempt to resolve thousands of governmental lawsuits and claims against manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for funds spent addressing the opioid crisis. Every county and municipality within the United States is a potential class member, however the Court has provided an opportunity for class members to opt out of the class. Attached you will find the Court’s notice with respect to the formation of the class, which may answer additional questions you may have.

If the Village does not opt-out of the settlement class by November 22, 2019, the Village will be forced to join the class, will have little to no voice in settlement negotiations, and will be bound by any settlement agreed to by class representatives. Given that decisions for the class will be made passed on a percentage of total population, the Village’s voice in that class is very small. The same is true of any settlement. As an example, if the Settlement Class reaches a settlement of \$1 Billion, the Village’s share of that settlement would be roughly \$17,000 (assuming all class members do not opt out).

There is a law firm that is representing a number of Milwaukee County municipalities on opiate claims. It is my hope that this firm will be expanding its reach to include non-Milwaukee County communities. This firm has recommended to its clients that they opt out of the Class, and I concur with this recommendation.

BCS

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 74-2019

**A RESOLUTION OPTING OUT OF THE NATIONAL PRESCRIPTION
OPIATE LITIGATION NEGOTIATION/SETTLEMENT CLASS**

WHEREAS, the abuse of opioids has reached an epidemic level resulting in significant costs to local municipalities who are on the front line in combating the problem in the form of increased expenditures related to public health and social service programs, increased demands on first responders, and increased pressures on public safety personnel; and

WHEREAS, the Village of Germantown is not immune to these costs; and

WHEREAS, in related litigation pending in the U.S. District Court for the Northern District of Ohio (*In re National Prescription Opiate Litigation*, MDL No. 2804), the Court certified a class of all counties and municipalities in the United States for purposes of negotiation and settlement of claims related to opioid abuse; and

WHEREAS, the Court has provided an opportunity to potential class members to opt out of the class; and

WHEREAS, upon the recommendation of counsel, the Village believes that the best course of action is to opt out of the class given the extremely limited voice the Village would have in any settlement negotiation;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown as follows:

1. That the Village elects to opt out of the Negotiation/Settlement Class in the National Prescription Opiate Litigation.

2. That the Village Administrator and Village Attorney are authorized and directed to communicate the Village's election to opt out of the class to the Class Notice Administrator.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMCVillage Clerk

**CLASS ACTION NOTICE AND FREQUENTLY ASKED
QUESTIONS ("FAQs")**

**To: All U.S. Counties, Cities, and Local Governments as
listed at www.OpioidsNegotiationClass.info**

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re: National Prescription Opiate Litigation has certified a voluntary "Negotiation Class" ("Class"). The Class is defined as: **all counties, parishes, and boroughs (collectively, "counties"); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively "cities")**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city's rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act ("RICO") claims under Rule 23(b)(3) and two Controlled Substances Act ("CSA") issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members' approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**



YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

STAY IN THE CLASS REQUIRES NO ACTION	Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement. By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, www.OpioidsNegotiationClass.info. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.
REMOVE YOURSELF FROM THE CLASS REQUIRES ACTION BY NOVEMBER 22, 2019	Get out of the Class. Get no portion of any settlement. Keep rights. Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to www.OpioidsNegotiationClass.info. Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

Your rights and options are further explained below.

Any questions? Read on and visit www.OpioidsNegotiationClass.info.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

Questions? Visit www.OpioidsNegotiationClass.info

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BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.



WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

THE NEGOTIATION CLASS PROCESS

13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website **www.OpioidsNegotiationClass.info** to all Class Members.
- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26.
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.
- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See https://www.law.cornell.edu/rules/frcp/rule_23.)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

Questions? Visit www.OpioidsNegotiationClass.info



will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

VOTING

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info

- 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
- 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

ALLOCATION OF CLASS SETTLEMENT FUNDS

20. If there is a Class settlement, how will my County or City's share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

Step 1: Each county's share of the settlement will be distributed in accordance with an "allocation model." The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

Step 2: Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

Step 3: If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members' Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government, the amount would instead go to the Class Members' Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

Questions? Visit www.OpioidsNegotiationClass.info



21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

YOUR RIGHTS AND OPTIONS

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

Questions? Visit www.OpioidsNegotiationClass.info

exclude your county or city. As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before **November 22, 2019**.
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U.S. mail to:

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info



30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what's going on in this case?

Pertinent news and information will be posted at the Class website, **www.OpioidsNegotiationClass.info** on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

**DO NOT WRITE OR CALL THE COURT OR THE
CLERK'S OFFICE FOR INFORMATION**

DATE: September 11, 2019.



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**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019**

EXCLUSION REQUEST FORM

Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

_____	X	
	:	
In re NATIONAL PRESCRIPTION	:	1:17-md-2804 (DAP)
OPIATE LITIGATION	:	
_____	X	

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at **1-877-221-7468**, or visit www.OpioidsNegotiationClass.info **BEFORE** I mail this form to you and **BEFORE** **November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM
AND FOR EMAIL AND MAILING ADDRESSES**





4539001033813

**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019**

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City **(circle one)** entitled _____ in the State of _____ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: _____

Print name: _____

Title: _____

City or County Represented: _____ (Circle one): City / County

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Date: _____

BY NOVEMBER 22, 2019

EMAIL TO:

OR

SEND BY

FIRST CLASS MAIL TO:

info@OpioidsNegotiationClass.info

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727