

RESOLUTION #22-04

A RESOLUTION ACCEPTING THE AGREEMENT FOR THE TREATMENT OF SANITARY SEWAGE ASSOCIATED WITH KERRY INC.

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

BE IT RESOLVED, that the Village of Jackson Village Board hereby accepts, pursuant to the provisions of Exhibit A – Agreement between the Village of Jackson, a municipal corporation, with principal offices at N168W19851 Main Street, Jackson, Wisconsin, and Kerry Inc., with offices at N168W21455 Main Street, Jackson, Washington County, Wisconsin.

Introduced by: T. Heckendorf

Seconded by: T. Kummerich

Vote: 7 Ayes 0 Nays

Passed and Approved: March 8, 2022

Michael E. Schwab
Michael E. Schwab – Village President

Attest: Jilline S. Dobratz
Jilline S. Dobratz – Village Clerk

Proof of Posting:

I, the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Jilline S. Dobratz
Village Official

March 9, 2022
Date

Exhibit A - Agreement

This agreement entered into this _____ day of _____, 2022, by the Village of Jackson, a municipal corporation, with principal offices at N168 W19851 Main Street, Jackson, Wisconsin, hereinafter called "Village," and Kerry Inc., with offices at N168 W21455 Main Street, Jackson, Wisconsin, hereinafter called "Kerry".

1. The Village shall bill Kerry applicable sewage charges in effect by the Village on a "gallon out," not a "gallon in" basis, which "gallon out" basis shall be metered at the Kerry plant by a meter installed and maintained by Kerry, which meter shall be made available for inspection and testing by the Village at all reasonable times upon reasonable notice at the Village's request, however, that the Village shall notify the front desk receptionist and sign in as a visitor at the time the Village enters Kerry's property to conduct the tests. This meter shall be fully calibrated on an annual basis by an appropriate outside calibration service and calibration documentation will be provided to the Village upon completion.
2. Kerry shall not discharge into the sewer system any amount of the following constituents exceeding the concentrations listed below:

Substance (mg/L)	Average Monthly Concentration	Daily Maximum Concentration
Biochemical oxygen demand	238	600
Suspended Solids	233	700
Phosphorus	10	30
Ammonia	30	50
pH (s.u.)	6.5 – 8.0	6.0 – 9.0

The flow limits are 60,000 gpd and 5,000 gph.

3. Kerry shall also comply with all other provisions of Village of Jackson Municipal Code Chapter 44 of the Village Code of Ordinances as amended from time to time; however, in case of conflict, this Agreement shall supersede.
4. Any discharge by Kerry in excess of the monthly average limits set forth herein are subject to surcharge as set forth in the Village Code, which may be amended yearly. The Village shall charge Kerry for exceeding the average concentration limit pursuant to the surcharge provisions of its ordinances.
5. The Village shall have the right to disconnect Kerry's sewer service upon violation of this agreement or applicable ordinances. The timing of disconnection will be based on the severity of the violation. If the Village deems necessary, they have the right to disconnect immediately in an emergency situation.
6. In addition, the Village may disconnect Kerry's sewer service upon any discharge into the system of any unknown element (toxic or nontoxic).
7. In determining whether Kerry has exceeded the discharge limits contained in this Agreement, the Village shall utilize the services of a WDNR Wastewater Certified Analytical Lab or its own registered lab. The results of these tests shall be the sole determining criteria to establish any violation of this discharge permit. COD or BOD, TSS, Phosphorus, Ammonia and pH shall be tested from a flow proportional sample. Such sampling shall be done at random on a quarterly basis consisting of 4 days of testing and such tests shall be at Kerry's expense. The Village may conduct further random tests as a follow-up to the quarterly random tests and if such tests indicate a violation of the restrictions of this Agreement, Kerry shall pay for such additional tests, however, if said tests do not indicate a violation of the terms of this Agreement, then such test shall be paid for by the Village.
8. Kerry shall monitor the discharge flow and wastewater constituents into the Village's sewer system on a flow proportional weekly basis. All analytical tests shall be run in accordance with the latest edition of "Standard Methods." The monitoring results shall be furnished to the Village upon request. The Village shall have the right to enter Kerry on a daily basis to verify tests, monitoring, and discharge quality required by this

Agreement. Kerry hereby consents to the Village's right to enter upon its property to conduct any tests authorized herein provided, however, that the Village shall notify the front desk receptionist and sign in as a visitor at the time the Village enters Kerry's property to conduct the tests.

9. Kerry shall monitor the chemical oxygen demand (COD) of its wastewater which is discharged into the sewer system on a flow proportional basis weekly. Based upon these tests, Kerry shall maintain a record of the BOD/COD ratio. These monitoring results and ratios shall be furnished to the Village upon written request. The Village may use the BOD/COD ratio to judge excessive discharges, in lieu of other procedures authorized by this Agreement.
10. Kerry will accept as accurate all of the Village's test results with respect to the discharge limits and measurements required by this Agreement with respect to the Village's decision to disconnect Kerry's industrial discharge from its sewer treatment facilities. By this paragraph, however, Kerry does not waive any rights it may have to seek damages against the tester furnishing the results to the Village if such tests prove to be inaccurate.
11. Kerry shall control odors issuing from its pretreatment facility to the degree practicable. The Village may disconnect industrial sewer service to the property at its sole discretion if the Village determines that the odors emanating from Kerry's pretreatment facility constitute a public nuisance and Kerry has failed to correct the problem.
12. If any of the maximum daily or monthly flow limits are exceeded by Kerry, the Village may require Kerry to install a non-manual method to control flow into the sewer system. This non-manual method to control flow shall be installed within forty-five (45) days of notification by the Village. If the Village requires such a non-manual method to control the flow, the system shall be designed and installed by Kerry at its expense.
13. If Kerry exceeds the limits established by this Agreement of discharge into the Village's sewer system and as a result thereof, the Village is fined by the DNR for violating its discharge permit with the DNR, Kerry shall pay such penalty to the DNR and make any ordered stream rehabilitation on behalf of the Village.

14. The Village will not handle, at any time, any sludge generated by the Kerry pretreatment facility. It shall be the sole responsibility of Kerry to make adequate arrangements to dispose of the sludge generated by its pretreatment facility.
15. Kerry will employ a competent person to serve as the Wastewater Operator at an appropriate level and subclass to operate Kerry's pretreatment facility.
16. If at any time there are major changes in production that could impact the chemistry of the wastewater, this agreement shall be reviewed with the Village to determine if any changes/updates are necessary.

Village of Jackson

Kerry Inc.



Village President

Kerry Inc Senior Management



Village Clerk

AGREEMENT FOR THE TREATMENT OF SANITARY SEWAGE
FROM BEATREME FOODS, INC. AT THE VILLAGE OF JACKSON,
WISCONSIN, SEWAGE TREATMENT FACILITY

THIS AGREEMENT entered into this 12th day of February, 1991, by the VILLAGE OF JACKSON, a municipal corporation, with principal offices at N168 W20833 Main Street, Jackson, Wisconsin, hereinafter called "Village", and BEATREME FOODS, INC., a Delaware corporation, with offices at N168 W21455 Main Street, Jackson, Wisconsin, hereinafter called "Beatreme".

W I T N E S S E T H :

WHEREAS, a dispute has arisen between Beatreme and the Village as to the amount of the billing from the Village to Beatreme for treating waste discharged by Beatreme into the Village's system, and

WHEREAS, Beatreme is in the process of preparing to build a new pretreatment sewer facility and wishes to discharge into the Village of Jackson Wastewater Collection System, and

WHEREAS, the Village wishes to accept wastewater from Beatreme's facilities,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES CONTAINED HEREIN, VILLAGE AND BEATREME CONTRACT AND AGREE AS FOLLOWS:

1. The Village shall pay, subject to Paragraph 7, to Beatreme the sum of \$23,500.00 in settlement of the dispute between the Village and Beatreme for past wastewater treatment services rendered by the Village to Beatreme.

2. That, by the signing of this Agreement by the Village and by Beatreme, all claims by Beatreme against the Village for wastewater treatment services rendered by the Village to Beatreme to the date of this Agreement are satisfied and extinguished, except as to payment as set forth in Paragraph 7. Further, all of the Village's and Beatreme's obligations under an Agreement between the Village and Beatreme dated June 14, 1988, are hereby completely waived and fully extinguished.

3. Beatreme shall begin construction of a pretreatment facility to pretreat the waste generated by Beatreme on or before April 1, 1991. This pretreatment facility construction shall be completed by July 1, 1991, and Beatreme shall connect the pretreatment facility to the Village's wastewater system by that date. The Village shall expeditiously cooperate with such construction including, by way of illustration only, issuing of necessary permits and conducting necessary inspections.

4. If Beatreme does not finish their pretreatment facility and connect to the Village's wastewater system by July 1, 1991, Beatreme shall pay to the Village a penalty fee of \$66.00 per day for each and every day after July 1, 1991, that Beatreme has not connected its new pretreatment facility to the Village's wastewater system. Any act of God which delays the connection of Beatreme shall relieve it of its obligation to pay any penalty or damages to the Village.

5. The Village will reserve for Beatreme the capacity of 60,000 gallons per day as a monthly average, and 5,000 gallons per hour as a daily maximum. These capacities will be reserved by the

Village until January 1, 1993. On or before that date, Beatreme shall notify the Village that it wishes the Village to continue to reserve the above capacity and Beatreme shall pay to the Village an appropriate charge per day based upon the current sewer rates of the Village (as amended from time to time) for the use of 60,000 gallons per day as compared to actual use or any lesser gallonage that may be reserved by Beatreme on January 1, 1993. If Beatreme does not reserve said capacity, Beatreme shall, on or before that date, release the Village from any obligation to reserve any future capacity for Beatreme. The Village shall not pay the sum of \$23,500.00 it is obligated to pay Beatreme under this Agreement at this time. If, on January 1, 1993, Beatreme requests the Village to reserve the above capacities, then the charges for reserving such capacity as set forth above shall be credited against the \$23,500.00. If Beatreme releases the Village of reserving said capacities, the Village shall pay Beatreme the sum of \$23,500.00 at that time. The \$23,500.00 held by the Village shall not bear interest.

6. When Beatreme has connected its pretreatment facility to the Village's system, the Village shall bill Beatreme applicable sewage charges then in effect by the Village "on a gallon out", not "a gallon in" basis, which "gallon out" basis shall be metered at the Beatreme plant by a meter installed and maintained by Beatreme, which meter shall be made available for inspection and testing by the Village at all reasonable times upon reasonable notice at the Village's request, however, that the Village shall notify the front desk receptionist and sign in as a visitor at the time the Village

enters Beatreme's property to conduct the tests. This meter shall be recalibrated on an annual basis.

7. Beatreme shall not discharge into the sewer system any amount of the following constituents exceeding that listed below:

	<u>AVERAGE MONTHLY CONCENTRATION</u>	<u>DAILY MAXIMUM CONCENTRATION</u>
BIOCHEMICAL OXYGEN DEMAND (MG/L)	300	600
SUSPENDED SOLIDS (MG/L)	350	700
PHOSPHORUS (MG/L)	15	30
AMMONIA (MG/L)	30	50
PH (DAILY MINIMUM AND MAXIMUM)	6.5-8.0	6.0-9.0

Beatreme shall also comply with all other provisions of Chapter 18 of the Village Code of Ordinances as amended from time to time; however, in case of conflict, this Agreement shall supersede.

Any discharge by Beatreme in excess of the limits set forth herein are subject to surcharge as set forth in the Village Code, which may be amended yearly. The Village waives the average monthly concentration and daily maximum concentrations set forth herein for 1 year from the start up date of Beatreme's pretreatment facility, provided such concentrations do not adversely affect the Village's sewage treatment operation. If such concentrations adversely affect the wastewater treatment plant's operation, the Village shall have the right to use all necessary remedies provided by this Agreement (except the fines of \$250.00 and \$500.00, or prescribed by its ordinances.) The Village shall charge Beatreme

for exceeding the average concentration pursuant to the surcharge provisions of its ordinances.

Any discharge by Beatreme in excess of the daily maximum concentrations listed above are subject to an additional daily charge of \$250.00 per violation and/or disconnection if instructed by the Village Board.

Any discharge by Beatreme in excess of the average monthly concentrations listed above are subject to additional quarterly charges of \$500.00 per violation and/or disconnection if instructed by the Village Board.

Timing of disconnections will be based on the severity of the violation. However, the Village shall have the right to disconnect immediately in an emergency situation.

In addition, the Village may disconnect Beatreme's sewer service upon any discharge into the system of any unknown element (toxic or nontoxic). Upon disconnection, the Village will charge Beatreme \$100.00/day until they are reconnected.

In determining whether Beatreme has exceeded the discharge limits contained in this Agreement, the Village shall utilize the services of a WDNR Wastewater Certified Analytical Lab or its own registered lab. The results of these tests shall be the sole determining criteria to establish any violation of this discharge permit. BOD, TSS, Phosphorus, Ammonia, and pH shall be tested from a flow proportional sample. Such sampling shall be done at random on a quarterly basis consisting of 4 days of testing and such tests shall be at Beatreme's expense. The Village may conduct further random tests as a follow-up to the quarterly random tests and if

such tests indicate a violation of the restrictions of this Agreement, Beatreme shall pay for such additional tests, however, if said tests do not indicate a violation of the terms of this Agreement, then such test shall be paid for by the Village. The start up of Beatreme's pretreatment facility will require the continual testing by the Village until the Village determines that the waste discharged into its system by Beatreme is acceptable. Said start up testing is in addition to all other testing referred to in this paragraph. The costs of start up testing are to be borne by Beatreme. Beatreme hereby consents to the Village's right to enter upon its property to conduct any tests authorized herein provided, however, that the Village shall notify the front desk receptionist and sign in as a visitor at the time the Village enters Beatreme's property to conduct the tests.

8. Beatreme shall monitor the discharge flow and wastewater constituents into the Village's sewer system on a flow proportional daily basis. All analytical tests shall be run in accordance with the latest edition of "Standard Methods". The monitoring results shall be furnished to the Village upon request. The Village shall have the right to enter Beatreme on a daily basis to verify tests monitoring and discharge quality required by this Agreement. Beatreme hereby consents to the Village's right to enter upon its property to conduct any tests authorized herein provided, however, that the Village shall notify the front desk receptionist and sign in as a visitor at the time the Village enters Beatreme's property to conduct the tests.

9. Beatreme shall monitor the chemical oxygen demand (COD) of its wastewater which is discharged into the sewer system on a flow proportional basis at least 3 times per week. Based upon these tests, Beatreme shall maintain a record of the BOD/COD ratio. These monitoring results and ratios shall be furnished to the Village upon written request. The Village may use the BOD/COD ratio to judge excessive discharges, in lieu of other procedures authorized by this Agreement.

10. Beatreme will accept as accurate all of the Village's test results with respect to the discharge limits and measurements required by this Agreement in Paragraphs 5, and 7 with respect to the Village's decision to disconnect Beatreme's industrial discharge from its sewer treatment facilities. By this paragraph, however, Beatreme does not waive any rights it may have to seek damages against the tester furnishing the results to the Village if such tests prove to be inaccurate. Beatreme contemplates entering into an independent agreement with the tester selected by the Village. The Village agrees to aid Beatreme in securing such agreement.

11. Beatreme shall control all continual odors issuing from its pretreatment facility. The Village may disconnect industrial sewer service to the property at its sole discretion if the Village determines that the continual odors emanating from Beatreme's pretreatment facility constitute a public nuisance and Beatreme has failed to correct the problem. "Continual" for purposes of this paragraph is defined as 10 consecutive days.

12. If any of the maximum daily or monthly flow limits are exceeded by Beatreme, the Village may require Beatreme to install a non-manual method to control flow into the sewer system. This non-manual method to control flow shall be installed within forty-five (45) days of notification by the Village. If the Village requires such a non-manual method to control the flow, the system shall be designed and installed by Beatreme at its expense.

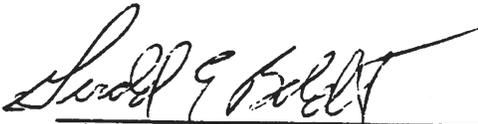
13. If Beatreme exceeds the limits established by this Agreement of discharge into the Village's sewer system and as a result thereof, the Village is fined by the DNR for violating its discharge permit with the DNR, Beatreme shall pay such penalty to the DNR and make any ordered stream rehabilitation on behalf of the Village.

14. The Village will not handle, at any time, any sludge generated by the Beatreme pretreatment facility. It shall be the sole responsibility of Beatreme to make adequate arrangements to dispose of the sludge generated by its pretreatment facility.

15. Beatreme will employ a Wastewater Operator for its pretreatment facility consistent with DNR requirements.

VILLAGE OF JACKSON

BEATREME FOODS, INC.



Village President

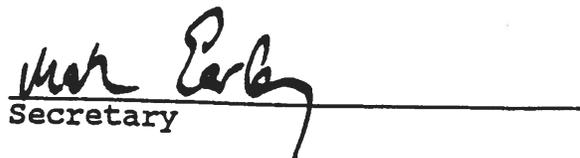


President

Attest:



Village Clerk



Secretary