

WEST ALLIS COMMON COUNCIL  
SAFETY AND DEVELOPMENT COMMITTEE  
CITY OF WEST ALLIS

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**In the Matter of the Complaint against Central Wastewater Treatment of Wisconsin, LLC,  
By John Scherff**

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STIPULATION

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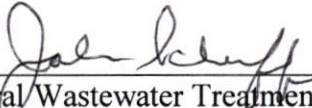
The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and Central Wastewater Treatment of Wisconsin, LLC, (hereinafter "CWT") by John Scherff and attorney Dean Delforge, hereby agree and stipulate as follows:

1. That the Summons and Complaint against Central Wastewater Treatment of Wisconsin, LLC was filed with the Common Council pursuant to West Allis Revised Municipal Code Section 12.16(13);
2. That the Summons and Complaint was served on CWT on December 22, 2014;
3. That CWT waives its right to appeal the proceedings had in this matter;
4. That sufficient grounds are stated in the complaint for the imposition of sanctions set forth in West Allis Revised Municipal Code Section 12.16(13);
5. That CWT will provide proof acceptable to the City Attorney that it has surrendered its state permit to accept and process organic wastewater by July 31, 2015;
6. That CWT will not accept organic wastewater or seek or obtain a permit for organic wastewater processing until such time as the Safety and Development Committee agrees to allow it;
7. That CWT will, on or before August 14, 2015, correct all code violations set forth in paragraph 16 of the Complaint. CWT shall have called the West Allis Building

Inspection Department for inspections of the building, plumbing, and electrical corrections on or before July 31, 2015. Upon inspection, any corrections shall be made within 15 days;

8. That CWT shall implement and adhere to the "Short Term Maintenance Plan" (Plan) presented to the S&D Committee at the Hearing as Exhibit 7. The Plan shall be fully implemented on or before October 1, 2015, and CWT shall thereafter maintain the cleaning schedules and maintain the apparatus in proper working order;
9. A third party inspector shall be selected by the City from at least two qualified experts suggested by CWT. Said inspector shall then perform an annual inspection of CWT's premises and document the degree to which CWT's operation meets the Plan and accepted industry standards. Said report shall be provided to both the City and CWT annually. In addition, upon receipt by the City of complaints associated with CWT, said inspector shall re-inspect CWT's operation. All costs associated with the third party inspector shall be borne by CWT;
10. The City shall notify CWT, in writing, of any complaints it receives about CWT's operation;
11. The Hearing shall be held in abeyance. Any new violations may result in the reopening of the Hearing and continuation of the procedures set forth in Section 12.16(13), RMC;
12. That the West Allis Common Council must approve this stipulation prior to it becoming effective;
13. That if the West Allis Common Council does not approve the agreement, the matter shall return to the Safety and Development Committee of the West Allis Common Council for hearing;

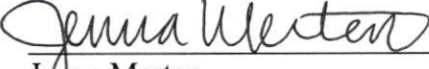
14. That if the West Allis Common Council approves this stipulation, the City of West Allis and CWT are bound to the terms of the stipulation and failure to comply with said terms will result in continuation of the hearing procedures.

  
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Central Wastewater Treatment of Wisconsin, LLC  
By John Scherff

8/4/15  
Date

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Central Wastewater Treatment of Wisconsin, LLC  
By Attorney Dean Delforge

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jenna Merten  
Assistant City Attorney  
City of West Allis

8/4/15  
Date