

**CAMBRIDGE WATER, SEWER, AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET - COMMUNITY ROOM
SEPTEMBER 16, 2025
6:30PM
AGENDA**

- 1. Call to Order/Roll Call**
- 2. Proof of Posting**
- 3. Public Comment**
- 4. Approval of consent agenda**
 - a. Approval of August 19, 2025 Minutes
- 5. Approval of Bills**
- 6. Reports**
 - a. Utility Clerk
 - b. Staff Report
 - c. COWC Report
- 7. Old Business:**
 - a. Discussion and Possible Action Regarding W&S Superintendent update – Administrator Peterson
 - b. Discussion and Possible Action Regarding Rockdale Regionalization Agreement – Administrator Peterson
- 8. New Business:**
 - a. Discussion and Possible Action Regarding Water Service Disconnections – Administrator Peterson
 - b. Discussion and Possible Action Regarding 2026 Budget and CIP – Administrator Peterson
 - c. Discussion and Possible Action Regarding Water Tower Cleaning
 - d. Discussion and Possible Action Regarding Purchase of a Mounted Valve Exerciser
- 9. Public Comment**
- 10. Questions, Referrals to Staff or Future Agenda Items**
- 11. Adjournment**

Vicki Redford - Utility Clerk

- a) Persons needing special accommodations should call 608-423-3712 at least 24 hours prior to the meeting.
- b) More specific information about agenda items may be obtained by calling 608- 423-3712.
- c) Final Agendas are typically posted by 4 PM on the Friday preceding the regular meeting at the Amundson Community Center, Cambridge Post Office, Badger Bank and Village of Cambridge Web site at www.ci.cambridge.wi.us

**CAMBRIDGE WATER, SEWER, AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET - COMMUNITY ROOM
AUGUST 19, 2025
6:30PM
MINUTES**

1. **Call to Order/Roll Call:** Struss called the meeting to order at 6:30pm. Members present: Sarah Schulz, Ted Kumbier, and Steve Struss. Committee Member Steve Struss is chairing the meeting in absence of Committee Chair Member Paula Hollenbeck. Others absent: Mat Hughson. Others present: Joseph & Betrina Edwards. Administrator Peterson (via zoom) to DPW Director Garcia, and Utility Clerk Redford.

2. **Proof of Posting:** Agendas were posted in the upper and lower levels of the Amundson Community Center, Badger Bank, Cambridge Post Office, and the Village Website.

3. **Approval of consent agenda**

- a. Meeting Minutes from 07-15-2025

Struss made a motion to accept the consent agenda. Schulz seconded the motion. Motion carried.

Struss made a motion to move 8a. up in the agenda, motion passed.

Approval of Bills

Kumbier made a motion to approve the bills in the amount of \$71,889.15 Schulz seconded the motion. Motion carried on a 3-0 roll call vote.

4. **Public Comment**

N/A

5. **Reports**

- a. Utility Clerk: Working on my daily, monthly, and weekly duties. Letters went out to the DNR and EPA. Administrator Peterson created a FAQ sheet. She sent it to the DNR, and they provided edits. This letter was posted on the Village Website, and all employees have copies to assist residents with any questions.
- b. Staff Report: Garcia told the Committee that he has been trying to keep everything afloat. There was discussion of how many hours the DPW department is working. They said it will be much better when a Water Superintendent is hired.
- c. COWC Report: Committee member Struss said there is not much to report. The pilot study is going well with Aqua Aerobics.

6. **Old Business:** Discussion and Possible Action Regarding

- a. Rockdale Regionalization / Inter Municipal Agreement Update – Administrator Peterson

Peterson said she met with Matt Castillo from MSA and Jane Landretti from Stafford & Rosenbaum regarding the agreement with Rockdale for Regionalization. Peterson said Landretti will be finished with her part of the agreement by Friday. She will pass

it along to Matt Castillo. Once Matt is completed with his portion he will send it to Brian Roemer from Ehlers. This will come back to the W&S Committee on September 16th and to the Village Board on September 23rd.

b. Well #2 & Well #3 Water Pump Quotes – DPW Director Garcia

Director Garcia talked to Mid-City on August 19th. They have offered the least expensive option for the submersible well pumps. He told the Committee that these issues cannot be fixed. The best option is a new submersible pump. We will focus on the pump for well #3 now. Well #2 will be discussed later. The Committee discussed selling the extra parts after the work is completed.

Kumbier made a motion to accept Mid-City's quote of \$30,300 for the submersible pump for well #3 as well as \$1,695 for the check valve. Schulz seconded the motion. Motion carried on a 3-0 roll call vote.

7. New Business: Discussion and Possible Action Regarding

a. Large Water Usage at 414 Blue Jay Way – Joseph Edwards

Joseph Edwards told the Committee that he had issues with his water heater and had flooding in his basement. He replaced the water heater and fixed the issue he had with his air conditioner unit. Joseph pumped the flood water outside and in the toilet. The Committee decided to do a sewer credit using the credit formula. But they decided to refund 75% of the sewer amount because of the large total.

Struss made a motion to give a sewer credit of \$1,027.49. to Mr. Edwards. Kumbier seconded the motion. Motion carried on a 3-0 roll call vote.

b. 2023 Sanitary Survey – DPW Director Garcia

Director Garcia told the Committee that there is a Sanitary Survey every three years. He talked to his DNR representative, and she said the next survey will be in January or February of 2026. It was discovered that we have several deficiencies from the Sanitary Survey in 2023, and a lack of follow through. Garcia said the DNR representative told him if these deficiencies are not corrected, we will be put on severe alert for our deficiencies.

c. Utility Superintendent Position Administrator Peterson suggested that Garcia take the lead in this discussion. Garcia said he cannot stress enough how important it is for us to get a qualified W&S Superintendent hired ASAP. Currently there are only two and a half staff members shared between DPW and Water & Sewer. Peterson talked to the Committee about a pay range between \$60,000 - \$70,000 the Committee agreed. Also, a representative from the Committee will be part of the hiring process and will be present during interviews.

Struss made a motion to post the W&S Superintendent position ASAP with a pay range of \$60,000 - \$70,000 Schulz seconded the motion. Motion carried on a 3-0 roll call vote.

d. PSN – Administrator Peterson

Administrator Peterson presented the option of transitioning to Payment Service Network (PSN) to simplify payment processing for residents and customers. She noted that she has previous experience with the system and is familiar with its

functions. While there would be some associated costs, the system is expected to be user-friendly for both staff and public. Discussion continued.

Struss made a motion to get the PSN system in place. Schulz seconded the motion. Motion carried on a 3-0 roll call vote.

e. Hook Up Fee for Bulk Water – DPW Garcia

Director Garcia reported that several businesses obtain bulk water from the Village. He explained that each hookup and distribution requires approximately thirty minutes of staff time. Garcia recommended implementing a hookup fee for each bulk water distribution, consistent with practices in other communities. The Committee discussed the need to post this information on the Village website and publish it to notify customers.

Schulz made a motion to charge customers a \$40 hook up fee for each bulk water distribution. Kumbier seconded the motion. Motion carried.

f. Final Read Processing Fee & Requirements – Administrator Peterson

Administrator Peterson told the Committee that we should be charging for the final water reads. It is extra work for the Water department, and neighboring communities all charge for this service.

Struss made a motion to develop a policy establishing a \$40 fee for processing all final water reads. The policy will require publication and posting on the Village website to ensure residents are informed. A seven-day notice will be required, and the final read will be completed within three days of the scheduled date. Schulz seconded the motion. Motion carried.

g. On Call Policies – DPW Director Garcia

Director Garcia presented an updated On-Call duty list. Garcia said a work vehicle would be offered to the On-Call employee for weekends. This will lessen the response time significantly. Garcia also proposed extending the required response time from 30 minutes to 60 minutes to allow for travel considerations.

Struss made a motion to recommend to the Village Board to accept the new On-Call policies revised by DPW Director Garcia. Kumbier seconded the motion. Motion carried.

8. Questions, Referrals to Staff or Future Agenda Items

1. Water & Sewer Superintendent position update
2. Rockdale Regionalization update

9. Adjournment: *Kumbier made a motion to adjourn the meeting. Schulz seconded the motion. Struss adjourned the meeting at 8:40pm.*

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DRAFT

**Agreement for Wastewater Treatment and Disposal Between the
Village of Rockdale and Village of Cambridge**

This agreement, made and entered into this day of, 20....., by and between the Village of Rockdale ("Rockdale"), and the Village of Cambridge ("Village") (together, the "Parties").

Whereas, Village of Cambridge owns and operates a wastewater treatment facility ("WWTP") for the purpose of treating wastewater discharged to it by its member and contract customers; and

Whereas, the Village of Cambridge also owns and operates a sanitary sewer system for the collection and transmission of wastewater to the WWTP ("Village Collection System").

Whereas, Rockdale owns and operates a sanitary sewer collection system ("Rockdale Collection System") in the Village of Rockdale, in Dane County, Wisconsin, that collects wastewater from the Rockdale Service Area identified on Exhibit A.

Whereas, Rockdale currently collect and conveys untreated wastewater by the Rockdale Collection System to a Village of Rockdale wastewater to the Wastewater Treatment Plant for treatment and disposal.

Whereas, the Village of Rockdale desires that the Village of Cambridge provide the services of receiving and treating the wastewater discharged by Rockdale collection system ("Rockdale Collection System").

Whereas, the Village of Cambridge desires to accept and treat the Village of Rockdale wastewater under the terms and conditions of this agreement provided that Rockdale's wastewater will not have a detrimental effect on the Village of Cambridge sewerage system, its processes, operation, or effluent;

Whereas, the Village of Rockdale agrees that by entering into this agreement, it is subject to Village of Cambridge Ordinances ("Village Ordinances") governing users of Public Services;

Now therefore, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as described below:

AGREEMENT

IN CONSIDERATION of the wastewater treatment services to be provided by the Village and the sums which have been paid and will be paid by District for such services, and other good and valuable consideration contained in the mutual covenants herein, it is hereby agreed between the Village and Rockdale as follows:

1. TREATMENT AND DISPOSAL SERVICES

- 1.1 Rockdale Service Area. For purposes of this Agreement, the "Rockdale Service Area" is limited to the area shown on Exhibit A. Exhibit A may be modified from time to time by the written agreement of both Parties.
- 1.2 Acceptance of Rockdale Wastewater. During the term of this Agreement, Rockdale Collection System is authorized to convey such wastewater through the Rockdale Force Main to the Village Collection System, and the Village agrees to accept, treat and dispose of said wastewater pursuant to the terms and conditions of this Agreement and Village Ordinances.

Wastewater Only. Rockdale shall only send, and the Village shall only accept, wastewater from Rockdale within the volumetric and strength limits in Village Ordinances and those set forth in subsections 4.1 and 4.2 below, whichever is stricter.

- 1.3 No Obligation to Serve Beyond Terms of Agreement. The Village's obligation to provide Rockdale with wastewater treatment and disposal service is limited to the terms of this Agreement and the Village has no obligation to provide Rockdale with any other municipal or utility services beyond the terms of this Agreement.

2. ROCKDALE COLLECTION SYSTEM

- 2.1 Rockdale Collection System. Defined. The Rockdale Collection System consists of all facilities necessary to collect and convey wastewater originating within the Rockdale Service Area to the Rockdale Force Main. The Rockdale Collection System includes the Rockdale Lift Station located as shown on Exhibit A, along County Road B, and the meter and any sampling equipment installed at the Rockdale Lift Station.
- 2.2 Maintenance of Rockdale Collection System. Rockdale shall, at its cost, install, operate, monitor, secure, maintain, repair and replace the Rockdale Collection System. These costs include, without limitation because of enumeration, costs associated with lift station, pumps, machinery and equipment, mains, laterals, manholes, flow monitoring and metering devices. Rockdale shall also be solely responsible for the cost of abandoning any portion of the Rockdale Collection System.
- 2.3 Rockdale Collection System to Meet DNR Requirements. The construction, replacement, expansion or abandonment of any portion of the Rockdale Collection

System shall comply with State law, including NR 110 and Wisconsin Department of Natural Resources ("DNR") approved plans.

3. ROCKDALE FORCE MAIN

- 3.1 Rockdale Force Main. A force main extends from the Rockdale Lift Station at County Road B in the Village of Rockdale to the Village Manhole No. 58, located on County Road B in the Village of Cambridge (the "Rockdale Force Main").
- 3.2 Ownership, Operation and Maintenance of the Rockdale Force Main. The Village is the owner of that portion of the Rockdale Force Main located within the Village boundary. Rockdale is the owner of that portion of the Rockdale Force Main located outside the Village boundary. The Village shall be solely responsible for, and shall bear all costs for, the operation, maintenance, monitoring, security, repair, replacement and, if necessary, the abandonment of that portion of the Rockdale Force Main located within the Village, and Rockdale shall be solely responsible for, and shall bear all costs for, the operation, maintenance, monitoring, security, repair, replacement and, if necessary, the abandonment of that portion of the Rockdale Force Main located outside the Village Boundary.
- 3.3 Rockdale Force Main to Meet DNR Requirements. The initial construction and all subsequent replacement, expansion and abandonment of the Rockdale Force Main must be approved by the Village, provided such approval shall not be unreasonably withheld and shall be based upon sound engineering practices, and must comply with NR 110 and, to the extent applicable, DNR approved plans.
- 3.5 No Additional Connections to Rockdale Force Main. Without the express written permission of both Parties, neither the Village nor Rockdale shall permit any connection to the Rockdale Force Main other than the Rockdale Lift Station connection.
- 3.6 Impact of Annexation. Any portion of the Rockdale Force Main located within lands annexed to the Village shall automatically become the property of the Village, at no cost to the Village. On the date of annexation, the Village will assume all maintenance responsibilities for that portion of the Rockdale Force Main annexed into the Village.

4. LIMITS ON ROCKDALE DISCHARGE

- 4.1 Volumetric Limits. The volume of wastewater discharged from the Rockdale Collection System to the Village Collection System shall not exceed 35,000 gallons per day, averaged over a 12-month period, at the time when the contract is signed.
- 4.2 Strength Limits. The Parties agree that Village Ordinances apply to this entire agreement, including those requirements that may apply to a major user and to a significant user. The wastewater

discharged from the Rockdale Collection System shall not exceed the the strength limits set forth in Village Ordinance, nor shall it exceed following limits for each identified parameter:

<u>PARAMETER</u>	<u>ROCKDALE'S STRENGTH LIMITS</u>
Biological Oxygen Demand (BOD)	350.0 mg/l
Phosphorus	12 mg/l
Suspended Solids (SS)	350.0mg/l
pH	6 to 9

- 4.3 Penalties for Exceedance of Limits. To determine whether Rockdale is complying with the aforesaid volumetric and strength limits, the Village may apply its Ordinance including its monitoring, sampling and analysis requirements, and additionally, the Village may randomly meter and sample the wastewater as described in Sections 5 and 6 below. If it is determined that Rockdale has discharged wastewater to the Village Collection System in excess of the limits of this Section 4, then Village Ordinances and the provisions of Subsection 9.7 apply.

5. METERING

- 5.1 Rockdale Meter. Rockdale shall own and maintain a wastewater flow meter to accurately measure the volume of wastewater discharging from the Rockdale Collection System to the Village Collection System. The flow meter ("Rockdale Meter") shall be located at the Rockdale Lift Station. Rockdale shall assume 100% of the cost to maintain, service, repair, and replace the Rockdale Meter. If the Rockdale Meter is replaced or modified, meter installation or modification plans shall be submitted to the Village for review and approval, provided such approval shall be based upon sound engineering practices and shall not be unreasonably withheld.
- 5.2 Measurement of Volume. The volume of wastewater discharged from the Rockdale Collection System into the Village Collection System shall be measured by the Rockdale Meter.
- 5.3 Reading of Rockdale Meter. Rockdale shall provide a monthly reading of the Rockdale Meter along with the date thereof from the flow meter or SCADA monitoring system. The Village may access the Rockdale Meter at any time.
- 5.4 Access to Rockdale Lift Station. Rockdale grants the Village the right to access the Rockdale Lift Station and the Rockdale Meter at any time. If the Village discovers any problem, defect or deficiency with the Rockdale Meter or Rockdale Lift Station during said visits, the Village shall promptly report it to Rockdale. e

- 5.5 Testing of Rockdale Meter. The Rockdale Meter shall be inspected and tested, by a qualified technician **every six months**. Rockdale shall pay all expenses related to the inspection, testing, maintenance and/or replacement of the Rockdale Meter. Rockdale shall provide the Village with notice of the inspection, testing and maintenance, at least few working days prior to the time of inspection and testing, so that the Village may, if it elects, have a representative present during the inspection and testing. Rockdale shall provide the Village with information regarding the technician's credentials and the results of such inspection and testing within thirty (30) days after the completion thereof. The Rockdale Meter shall be maintained to provide readings within 92% - 107% of actual flow. Rockdale shall **calibrate** on an annual basis and provide the technician's report.
- 5.6 Failure to Maintain Rockdale Meter. In the event Rockdale fails to comply with subsection 5.5 above, the Village shall notify Rockdale of the violation and provide Rockdale a 30-day notice to correct. If Rockdale fails to correct the violation within 30-days of receipt of the notice to correct (or other duration mutually agreed upon by the Parties), the Village is authorized to test, maintain, and, if necessary, repair or replace the meter, and charge the expenses related to such testing, maintenance, and replacement to Rockdale, which expense Rockdale agrees to pay. The Village shall bill its costs to Rockdale and the bill shall be due as provided in subsection 7.4.
- 5.7 Retention of and Access to Records. Both Rockdale and the Village shall maintain records of metering for a period of at least three (3) years.

6. **SAMPLING**

- 6.1 Measurement of Strength. Rockdale shall be responsible for sampling the strength of wastewater discharged from the Rockdale Collection System into the Village Collection System by sampling and analyzing wastewater taken from the first Rockdale Lift Station.
- 6.2 Sampling. The Village may sample and analyze the wastewater pursuant to its ordinance authority. Rockdale may also sample or test and shall copy the Village on results directly from the testing lab. Compliance with the parameters of wastewater strength will be determined by arithmetic averaging over a period of 12 months.
- 6.3 Access to Rockdale Lift Station. Rockdale grants the Village the right to access the Rockdale Lift Station at any time for the purpose of sampling the wastewater. If the Village discovers any problem, defect or deficiency with the Rockdale Lift Station during said sampling, the Village shall promptly report

it to Rockdale. Nothing herein shall authorize the Village to test, dismantle, alter or repair the Rockdale Lift Station without the express written consent of Rockdale.

7. CONNECTIONS: CONNECTION FEE

7.1 Service Charge.

Rockdale shall pay the Village for wastewater discharged from Rockdale's collection system into the Village's collection system for treatment a service charge on the basis of a Base Charge per meter size plus a Volume Charge per the Rockdale Lift Station sewage flow meter readings consistent with charges set by Village Ordinance.

7.2 Authorized Connection. As of the Effective Date of this Agreement, The Village agrees to recognize Rockdale as a Village user with one connection at the Village manhole. Rockdale will pay a one-time connection fee of XX dollars. At this time, no other connections to the Rockdale Collection System are permitted unless the provisions of Subsection 7.3 are met.

7.3 New Residential Connections. The Village will work with Rockdale to permit new residential Rockdale users to the Rockdale Collection System, and the following requirements will need to be met.

a. The proposed connection is located within the Rockdale Service Area.

7.4 New Significant Flow Connections. The Village will work with Rockdale and consider on an individual basis any commercial user, industrial user, or residential development of 50 or more homes to the Rockdale Collection System, and the following requirements will need to be met.

a. The proposed connection is located within the Rockdale Service Area.

b. Written consent is obtained from the Village.

c. A connection fee as outlined in the Village Ordinance.

8. USER FEES: BILLING

8.1 Quarterly User Fees. Rockdale agrees to pay the Village a quarterly user fee comprised of a fixed service charge, and a volumetric charge.

8.2 Fixed Quarterly Charge. Rockdale agrees to pay the Village a fixed quarterly charge calculated based on the Rockdale connection size to the Village Collection System.

8.3 Volumetric Monthly Charge. Rockdale agrees to pay the Village a quarterly volumetric charge calculated by multiplying (a) the volume of wastewater as metered at the Rockdale Meter by (b) a volumetric charge. The volumetric charge shall be the same volumetric

charge imposed on a single-family residential dwelling with a 5/8" meter in the Village, (currently described in the Village Ordinances)

- 8.5 Billing. Rockdale agrees to administer customer billing within the Rockdale service area. The Village will bill Rockdale quarterly on or before the 15th day of the month for the aforesaid quarterly user fees incurred during the prior quarter. Invoices shall be due and payable within twenty (20) days of the date of the invoice. If an invoice is not fully paid within twenty (20) days, the unpaid balance will be subject to interest at the rate of one and one-half percent (1.5%) per month.

Amendments to Charges. The Fixed Monthly Charge and Volumetric Monthly Charge shall be the same charges imposed by the Village on single-family residential dwellings located in the Village.

9. **REGULATIONS ON USE: ENFORCEMENT**

- 9.1 Plumbing. All plumbing in the Rockdale Collection System shall be installed and maintained in compliance with the Village Ordinances and the Wisconsin State Plumbing Code.
- 9.2 Prohibition on Clear Water. Rockdale shall adhere to Village Ordinances to prevent clear water discharge from drain tile, rainwater, surface water conduits, or any other clear water source into the Rockdale Collection System.
- 9.3 Prohibition on Trucked Waste. Rockdale shall not permit any septic tank waste, seepage pit wastes, grease-trap waste, or any trucked liquid waste to be deposited into the Rockdale Collection System without the express written consent of the Village.
- 9.4 Enforcement. The Parties agree that users of the Village system are subject to Village Ordinances. If it is determined by the Village through sound engineering practices that any wastewater or clear water entering the Rockdale Collection System is in apparent

violation of Village Ordinances or of any provision of this Agreement, the Village shall notify Rockdale of the specific violation and provide Rockdale a 60-day notice to correct the violation. Rockdale shall correct said violation within 60-days of receipt of the notice to correct, provided however, said time shall be extended (a) if more time is needed to correct said violation based upon industry custom and sound engineering practices, or (b) if the Parties agree to another date. If Rockdale fails or refuses to correct the violation within the aforesaid time period, then the Village shall have the right to discontinue accepting wastewater from Rockdale and terminate this Agreement.

10. NOTICES

- 10.1 Written Notice Required. Unless otherwise provided in this Agreement, any notice, demand or other communication required or permitted under this Agreement shall be given in writing and delivered personally, by courier, by U.S. Mail or commercial delivery service.
- 10.2 Effective Date of Notice. Notice provided under this Agreement shall be deemed effective: (i) when personally delivered; or (ii) three (3) days after deposit with the United States Postal Service, postage prepaid, certified, return receipt requested; or (iii) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name to the party intended, at the address provided in accordance with Subsection 10.3.
- 10.3 Address for Notices. Notices to a party shall be provided to its respective address set forth below, or at such other person or address as may from time to time be designated by such party in writing to the other.

To Village of Rockdale:

Village of Rockdale
208 Benton Street
P.O. Box 160
Cambridge, WI 53523

To the Village of Cambridge:

Village of Cambridge
200 Spring St,
Cambridge WI 53523-9218

11. EFFECTIVE DATE: TERM: TERMINATION FOR CAUSE

- 11.1 Effective Date. This Agreement shall become effective upon the date of execution of this Agreement by both the Village and Rockdale.
- 11.2 Term. This Agreement shall continue for as long as Rockdale is dependent upon the Village to provide treatment of its wastewater, if this Agreement terminates and Rockdale continues to take service from the Village, Rockdale shall continue to be responsible for

all charges established by Section 7 unless and until either a new agreement is reached or such service is terminated.

11.3 Default and Termination.

11.3.1 Default by Rockdale. Except as otherwise provided herein, if Rockdale fails to comply with or perform any of the conditions or obligations on its part, the Village shall notify Rockdale in writing of the specific violation and provide Rockdale with a 60- day notice to correct. Rockdale shall correct said violation within 60-days of receipt of the notice to correct, provided however, said time shall be extended (a) if more time is needed to correct said violation based upon industry custom and sound engineering practices, or (b) if the Parties agree to another date. If Rockdale fails or refuses to correct the violation within the aforesaid time period, then the Village shall have the right to discontinue accepting wastewater from Rockdale and terminate this Agreement. The discontinuance of service shall not release Rockdale from its obligations to make payments on past due services rendered under this Agreement.

11.3.2 Default by Village. Except as otherwise provided herein, if the Village fails to comply with or perform any of the conditions or obligations on its part, Rockdale shall notify the Village in writing of the specific violation and provide the Village with a 60-day notice to correct. The Village shall correct said violation within 60-days of receipt of the notice to correct, provided however, said time shall be extended (a) if more time is needed to correct said violation based upon industry custom and sound engineering practices, or (b) if the Parties agree to another date. If Rockdale fails or refuses to correct the violation within the aforesaid time period, then Rockdale shall have the right to discontinue payment of the monthly user fees established in Section 7 above until the violation is corrected. If the Village's violation causes a termination or limitation of the Village's ability to accept and dispose of wastewater from the Rockdale, then the monthly user fees established by Section 7 shall be suspended during the period of time during which the Village was unable to accept and dispose of Rockdale wastewater, and the Village shall be liable for the fees and charges incurred by Rockdale in transporting and disposing of the wastewater which the Village was obligated hereunder to take.

11.4 No Service Obligation Following Expiration or Termination. Upon the termination of this Agreement, in addition to such rights and obligations enumerated elsewhere in this Agreement, the obligation of the Village to provide wastewater treatment service to Rockdale shall cease, and the obligation of the Rockdale to pay for wastewater treatment services shall cease.

12. FORCE MAJEURE

- 12.1 Force Majeure. In case by reason of Force Majeure any party is rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party gives notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding any Force Majeure, Rockdale shall remain responsible for any costs incurred by the Village as a result of Rockdale discharging wastewater from the Rockdale Collection System to the Village Collection System in excess of the discharge limits of Section 4. The term Force Majeure means acts of God, acts of public enemy, orders of any kind of Governmental Authorities, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, or pipelines, partial or entire failure of wastewater treatment, or inability on the part of a party to receive or convey wastewater hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

13. MISCELLANEOUS

- 13.1 Recitals. The Parties confirm and ratify the statements and commitments contained in the Recitals. The Recitals are incorporated and made a part of this Agreement.
- 13.2 Agreement Supersedes Prior Agreements. This Agreement replaces all former agreements between the Village and Rockdale related to the treatment and disposal of wastewater.
- 13.3 Authority to Sign. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 13.4 Rockdale Representations. Rockdale represents and warrants to the Village that it has full authority and power to enter into this Agreement, that it has the full authority and power to enforce the provisions of this Agreement on the users of the Rockdale Collection System within the Rockdale Service Area; that it is not a party to any agreement with any other person or entity that is inconsistent with the terms of this Agreement; and that upon execution by each party, this Agreement will immediately be a valid and binding obligation of Rockdale and the Village, enforceable in accordance with its terms.
- 13.5 Non-Assignability. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, or public board(s) and commission(s). No assignment or transfer of this Agreement may be made by Rockdale

or the Village without the prior written agreement of the other party, except Rockdale may assign this Agreement to a new entity established by the users of the Rockdale Collection System for the purpose of administering the Rockdale Collection System and this Agreement

- 13.6 Modification of this Agreement. This Agreement may be modified only by a writing signed by both Parties.
- 13.7 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 13.8 No Waiver. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by the other party but the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 13.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.
- 13.10 Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.11 Governing Law. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Dane County, Wisconsin. Each party waives its right to challenge venue.
- 13.12 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Village of Cambridge pursuant to such resolution adopted by the Village Board on ----- 2025. This Agreement has been approved and executed by Rockdale pursuant to such resolution adopted by the Board of Directors on ----- 2025.

Village of Cambridge:

Village President

Village Clerk

Rockdale

Village President

Village Clerk

Attachment: Exhibit A: Rockdale Service Area Map

EXHIBIT A

ROCKDALE SERVICE AREA MAP



Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made effective August 15, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Blvd, Baraboo, WI 53913

Phone: 608.355.8959

Representative: Jason Terry

Email: jterry@msa-ps.com

VILLAGE OF CAMBRIDGE (OWNER)

Address: 200 Spring Street, Cambridge, WI 53523

Phone: 608-423-3712

Representative: Lucy Peterson

Email: LPeterson@cambridgewi.gov

Project Name: Village of Cambridge WI Water Operator Support Services

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 08/25/25
Approximate Completion Date: 12/31/2025

The estimated fee for the work is: T&M Basis estimated at 5-20 hours per week, dependent on needs of staff

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF CAMBRIDGE

MSA PROFESSIONAL SERVICES, INC.

Name: Lucy Peterson

Title: Administrator/Treasurer/Deputy Clerk

Date: _____

Jason Terry

Utility Team Leader

Date: August 15, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

MSA will provide interim services to support the certified water operator and potable water operations for the Village of Cambridge utilizing MSA personnel certified by the State of Wisconsin in potable water. MSA understands the Village's Public Works Director, Cody Garcia, will initially serve as the certified operator for the Village of Cambridge and day-to-day testing will continue to be completed by Village of Cambridge Public Works staff.

These services include:

- Complete initial site meeting with Public Works Director and discuss operations, staffing and level of knowledge of existing staff
- Evaluate current responsibilities of staff and level of testing required and being completed by Village staff
- Serve as a resource to Village staff on operation of wells, testing and maintenance in order to position staff to maintain compliance
- Serve as interim support to Village staff and provide an update after 30 days to Village Administrator on ongoing needs for support for short and long term
- Attend Village meetings (virtual or in-person) as requested

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Utility Operator	\$ 90 – \$150/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing	\$30/day
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.



2026 Water/Sewer/Storm Capital Improvement Projects

1. Water main replacement / lead service line replacement

- **Description:** Replace aging mains and connect/replace known lead service lines to meet DNR drinking water safety goals. Prioritize streets with frequent main breaks or low pressure.
- **Estimated cost:** \$40,000-\$50,000 (small local projects vs. multiple blocks or mains).
- **Dept:** Utilities / Public Works
- **Funding:** Water utility reserves, DNR loans/grants, SRF financing, user rate adjustments.

2. Sanitary sewer / lift station upgrades

- **Description:** Rehab or replace critical lift station components (pumps, controls), repair sewer mains, manhole rehab, new Jetter (current one is 30 years old), address inflow & infiltration (I&I). Appendix planning identifies lift stations as notable assets.
- **Estimated cost:** \$200,000 – \$250,000 (pump replacement vs. major lift station rebuild).
- **Dept:** Utilities / Public Works
- **Funding:** Sewer utility reserves, SRF, user fees, grants.

3. Stormwater system improvements / culvert replacements

- **Description:** Replace undersized culverts, improve roadside drainage, rental equipment, storm drain repairs, replacing lining, upgrade detention basins to reduce flooding and meet MS4/DNR requirements.
- **Estimated cost:** \$20,000 – \$30,000
- **Dept:** Public Works / Utilities
- **Funding:** Stormwater fund, capital fund, grants.

4. Water tower maintenance / painting / inspection

- **Description:** Routine inspection, repainting, cathodic protection, and maintenance for water storage structures.
- **Estimated cost:** \$40,000 – \$80,000.
- **Dept:** Utilities
- **Funding:** Water utility reserves, SRF loans.

5. Well 2 Upgrades

- **Description:** Perform necessary upgrades and maintenance on Well 2 to ensure reliable water supply and compliance with DNR standards.
- **Estimated Cost:** \$25,000-\$40,000
- **Department:** Utilities / Public Works
- **Funding Sources:** Water utility reserves, DNR grants/loans, SRF financing.

6. Hydrant Replacements

- **Description:** Replace aging or malfunctioning fire hydrants to maintain fire protection and water system reliability.
- **Estimated Cost: \$5,000-\$10,000**
- **Department:** Utilities / Public Works
- **Funding Sources:** Water utility reserves, grants, user rate adjustments.

7. Hydrovac Trailer

- **Description:** Purchase a hydrovac trailer to safely perform excavation, potholing, and utility maintenance.
- **Estimated Cost: \$20,000-\$25,000**
- **Department:** Public Works
- **Funding Sources:** Capital equipment funds, possible utility contributions.

8. Garage at Well 3

- **Description:** Construct a garage at Well 3 to house the Jetter/vac trailer, parts, and other necessary equipment for utility operations.
- **Estimated Cost: \$20,000-\$25,000**
- **Department:** Utilities / Public Works
- **Funding Sources:** Capital project funds, utility reserves

9. Brush/Ditch Mower

- **Description:** Purchase a brush/ditch mower to mow stormwater collection sites.
- **Estimated Cost: \$20,000-\$30,000**
- **Department:** Utilities / Public Works
- **Funding Sources:** Capital equipment funds, storm water funds



ALL American Hydro Wash, LLC

Pressure Washing Specialist
12812 Thomas St Osseo, WI 54758
715-533-5671

Prepared for: Village of Cambridge, WI

Project Description: Pressure Wash of 400,000 Gallons Elevated Water Tower.

Date: 07/24/2025

Prepared by: ALL American Hydro Wash, LLC

ALL American Hydro Wash, is pleased to pressure wash the Village of Cambridge's 400,000 gallon elevated water tower. With years of expertise in industrial cleaning and maintenance, we specialize in delivering high-quality, efficient, power washing services. Our team is committed to ensuring the longevity and optimal performance of your water towers while adhering to industry standards and safety protocols.

Scope of Work

Our proposed services include the following: ALL American Hydro Wash to perform the power wash on the exterior roof, shell bowl, column, and cone, of the Village of Cambridge elevated water tower. We will be adding a bleach additive to the water to remove debris, algae and other contaminants growing on the shell and bowl of the tower. Perform high-pressure washing to restore the tower's surface to its optimal condition. We are expecting the work to be completed in 1-2 days.

The Village of Cambridge will be responsible for providing water to the site for the power wash. Below is the cost of the power washing services:

Cost Proposal

Exterior Power Wash on 400,000 Gallon Tank	Fixed Fee	\$9,500.00
Total Cost		\$9,500.00

Note: The above cost estimate is subject to change based on site-specific conditions or additional requirements identified during the assessment.

-Power Washing Services: Spring 2026



ALL American Hydro Wash, LLC

Pressure Washing Specialist
12812 Thomas St Osseo, WI 54758
715-533-5671

Terms and Conditions

- Payment terms: [Net 30 days from invoice date, if payment is received after 30 days, 10% interest will be added each month until the payment is made in full].
- Insurance: ALL American Hydro Wash, LLC is fully insured, and proof of insurance can be provided upon request.

Next Steps

To proceed with this project, please confirm your acceptance of this proposal by signing below.

Accepted by:

Name: _____

Title: _____

Date: _____

For ALL American Hydro Wash, LLC:

Name: _____

Title: _____

Date: _____

Letaya Mulhern
Co-Owner/Marketing
Letaya@allamericanhydrowash.com

Thank you for considering ALL American Hydro Wash, LLC for your power washing needs. We are excited about the opportunity to work with you!